

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



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

## **NOTICE OF FINANCE COMMITTEE MEETING**

Monday, March 11, 2024 City Hall 4:30PM

- Committee Review-Monthly Expenditures

## **NOTICE OF CITY COUNCIL MEETING**

Monday, March 11, 2024 Washburn City Hall 5:30 PM

This meeting may have members participating via tele or web conferencing. Public participants can listen to the proceedings by utilizing a computer or smart phone and using the link: <https://us02web.zoom.us/j/81506451061?pwd=RG04Si84R3NZTVQ2SFd0NVRGSEJQZz09> or by calling 1-888-788-0099 (Toll Free) and entering Webinar ID: **815 0645 1061** with passcode **031124** as opposed to being present for the meeting.

## **AGENDA**

- Call to Order/Roll Call/Pledge of Allegiance
- Approval of Minutes – City Council – February 12, 2024
- Approval of Monthly Expenditures via Roll Call Vote
- Public Comment
- Mayoral Announcements, Proclamations, Appointments
- Public Hearing, Discussion & Action on Omaha Street Special Assessments for Water **TAB 1**
- Hearing & Action on Determination of Potentially Dangerous Dog Residing at 934 W. Pine St. **TAB 2**
- Discussion & Action on Request for Dog Breed Exemption – Shannon Perry, Petitioner **TAB 3**
- Discussion & Action on Amendments to Police Mobile Videorecording Equipment Policy for Body Cameras **TAB 4**
- Discussion & Action on Certified Survey Map Approval for Tax ID 32756 on N. 3<sup>rd</sup> Ave. E. – Irene Blakely, Petitioner **TAB 5**
- Presentation of 2023 Library Report – Darrell Pendergrass, Presenter **TAB 6**
- Presentation, Discussion & Action on Renewal of Lease Agreement of Thompson’s West End Park Boat Ramp Area for North Coast Community Sailing- Jacob Kaiser, Petitioner **TAB 7**
- Discussion & Action on Selection of Replacement Playground Equipment for Thompsons West End Park and Approval of Funding Plan **TAB 8**
- Discussion & Action on Proposed Extension of Lease with Bayfield County for the Hillside Communications Tower on Woodland Ave. **TAB 9**
- Presentation & Discussion on Room Tax Collections and Expenditures for 2023 – Room Tax Commission, Presenter **TAB 10**
- Discussion & Action on Sidewalk Between 3<sup>rd</sup> Avenue East and 8<sup>th</sup> Avenue East for Phase 2 Bayfield Street Project **TAB 11**
- Discussion & Action on Request for Purchase of UTV for Water and Sewer Utilities **TAB 12**
- Discussion & Action on Expenditure of Park Designated Fund for Archaeological Study for Thompsons West End Campground Expansion Project **TAB 13**
- Discussion & Action on Proposed ADA Grievance Policy **TAB 14**
- Discussion & Action on Authorization of Notice for Class “A” (Beer) and “Class A” (Liquor) licenses to Dolgencorp LLC, dba: Dollar General Store #25335 at 1047 W. Bayfield Street, Jessica Allen – Agent **TAB 15**
- Adjourn

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

**February 12, 2024**

**CITY OF WASHBURN COMMON COUNCIL MEETING**

5:30PM

Washburn City Hall & Remote Video Conferencing

**City Council Members:**

Present, in-person:

Tom Neimes, Jared Trimbo, John Hopkins, Mary McGrath,  
Jennifer Maziasz, Dave Anderson, Tracey Snyder

Present, remote:

none

**Municipal Personnel:**

Present, in-person:

Mayor Mary D. Motiff, City Administrator Scott J. Kluver, Asst. City  
Administrator Tony Janisch, City Attorney Max Lindsey, Public  
Works Director Gerry Schuette, Ambulance Director Jeff Bellile

Present, remote:

none

Absent:

none

**Call to Order** - Meeting called to order at 5:32pm by Mayor Motiff. Roll call attendance depicted seven (7) of seven (7) members of the Common Council in attendance. Quorum of the Council recognized.

**Approval of Minutes – City Council of January 8, 2024** - A motion was made by Neimes to approve the January 8, 2024 minutes of the City Council, second by Trimbo. Motion carried unanimously.

**Approval of Expenditures** – A motion was made by Neimes to approve the monthly expenditures, second by McGrath. Motion carried unanimously via a roll-call vote.

**Public Comment** – Bill Scripps, 228 W4<sup>rd</sup> St., spoke for support of the upcoming ordinance referendum to protect the 16 acres of lakefront from the treat of development. He mentioned a comment made by a council member at a past meeting about clearing all the foliage on the 16 acres. He added that the City can have yurts in November if they go through the process and that more time is needed to study the City’s finances on the project. Scripps concluded that this should be controlled by all people of Washburn, not just the seven people on Council.

Tom Cogger, Town of Washburn, stated that a Bike Park would be a significant opportunity for the City and that the Omaha site would be the best location.

Roth Edwards, 221 W 6<sup>th</sup> St., stated that the Bike Park is a good option for the City and gives his recommendation for the Omaha site. He continued, questioning two recent City Facebook posts about four yurts placed along the lakefront of other comparable locations for property tax income and the profit vs cost calculations. He concluded with reasoning for the proposed ordinance and letting the decision go directly to the people.

Jason Holmes, 408 E 4<sup>th</sup> St., spoke in favor of the Omaha site for a Bike Park. His children are on the NICA team, and they travel to Cable and Hayward to use those facilities, and it would be nice to have one close to home.

Harper Hollis-Heidenreich, Ashland, spoke in favor of the Omaha site for a Bike Park.

Axel Swan, Town of Washburn, spoke in favor of the Omaha site for a Bike Park.

Ruth Hulstrom, 303 E 7<sup>th</sup> St., spoke in support of the Omaha site for a Bike Park, being close to retail and food establishments, and that it’s a location that can have more amenities.

Laura Tulowitzky, 419 2<sup>nd</sup> Ave. E, mentioned that the economics there is a risk with everything, but that a Bike Park would provide great community space and its amazing to see the show of support.

Tommy Cogger, Town of Washburn, stated that he is a bike trail builder and that he has seen the positive economic impact in communities that have this infrastructure, like Sawyer County. It will increase lodging and retail revenue; and he is in favor of the Omaha location.

Ben Thoen, Town of Bayview, spoke in support of a Bike Park but is leaning toward the Lakeshore property for the location, to capitalize being on the Lake.

Joe Groshek, Town of Washburn, spoke in support of a Bike Park.

Erin Geraghty, 715 Hillside Dr., spoke in support of a Bike Park and the Omaha location, because it is central to the schools.

Simone Valandre, 423 W. Pine St., spoke in favor of a Bike Park for kids at the Omaha site, not at the lakefront site. She then asked if there could be housing and a bike park at that location.

David Bratley, 420 2<sup>nd</sup> Ave. E, stated that the Bike Park is a great idea and likes the Omaha site, and that the 16 acres along the lakefront is good for other types of recreation.

**Mayoral Announcements, Proclamations, Appointments** - The Mayor stated that another application for funding for the housing project next the nursing home has been submitted and we will know in May if funding is awarded. She next invited the Beautification Committee Chair to give an update.

- **Report from Beautification Committee** - Karen Novachek, Chair of the ad-hoc Beautification Committee, provided an update to Council. The community survey received over 400 respondents. Two community meetings will be held March 14<sup>th</sup>, 6:30pm and March 16<sup>th</sup>, 10:00am, at The Club.

**Public Hearing, Discussion & Action on Bayfield Street Special Assessments for Sewer; AND Discussion & Action on Preliminary Resolution 24-005 for Special Assessments for Omaha Street for Water** – Anderson moved to open Public Hearing, seconded by McGrath. Motion carried unanimously. No public comments were received. Anderson moved to close Public Hearing, seconded by Neimes. Motion carried unanimously. McGrath moved to approve the Special Assessments for Bayfield St. at the same interest rate of the City with a five (5) year payment plan; seconded by Snyder. Discussion occurred. Motion carried unanimously. McGrath moved to approve Resolution 24-005 for the Special Assessments for Omaha St.; seconded by Neimes. Motion carried unanimously.

**Presentation on Goose Control Services Provided by the USDA – David Ruid, District Supervisor/Certified Wildlife Biologist** – David Ruid, USDA, spoke about various methods of goose control. Discussion included the methods the City has implemented, and new methods like a Round Up, which is removing the geese when they are molting and the associated costs. Hopkins moved to open floor, seconded by Maziasz. Motion carried unanimously. David Bratley spoke regarding his observations of geese at West End Park over his life, when they were prevalent, when not and what the terrain was like. McGrath moved to close the floor, seconded by Neimes. Motion carried unanimously.

**Discussion & Action On TIF Funding Request for Lost Apostle Brewery Project** – Badger Colish, Lost Apostle Brewery, stating that a condition of the loan agreement with the bank is that he receive TIF funding to assist with the project. Dave Wierzbza, WEDC, added that Colish will be receiving CBI and SAG funding, which support redevelopment of downtown areas, as well as Entrepreneur Funding for small business in Northern Wisconsin; and the TIF funding would assist with the development of the project. Anderson moved to approve \$250,000 TID#3 funding with a Pay as you Go arrangement, seconded by Trimbo. Discussion occurred regarding the arrangement and conditions of TIF funding, as well as timelines for construction and opening. Motion carried unanimously.

**Discussion & Action on Location for Proposed for Bike Park** – McGrath moved to approve the Omaha St. property for the location of a Bike Park, seconded by Anderson. Discussion ensued, including past housing development plans for the site and if housing could be added. Charmaine Swan, Washburn on Wheels, stated that IMBA, the consultant, was only looking at aspects and location of a Bike Park,

and that there were 50 people outside before the meeting that are in support of a Bike Park. The Mayor added this this does fit with the brand of the City. Discussion continued. Motion carried unanimously.

**Discussion & Action on Goals and Objectives for 2024** – The Mayor provided an overview of the 2023 goals along with the 2024 goals and day-to-day tasks at City Hall. Neimes moved to approve the 2024 Goals, seconded by Snyder. Discussion occurred, including sidewalks throughout the City, as well as sidewalks along Bayfield St. for the Phase 1 & Phase 2 projects. Motion carried unanimously.

**Discussion & Action on Placement of Temporary Weight Limits and Restriction of Parking on Phase 1 Bayfield Street Project Detour Route** – Public Works Director Schuette provided reasoning for weight limits and parking restrictions for the Detour Route. McGrath moved to approve Temporary Weight Limits & Restrictions of Parking on the Phase 1 Bayfield Street Project Detour Route, seconded by Neimes. Motion carried unanimously.

**Discussion & Action on Approval of Change Order with Jakes Excavating & Landscaping LLC for Private Lead Service Line Replacements and Associated Restoration Work on Bayfield Street Phase 1** – McGrath moved to approve the Change Order with Jakes Excavating & Landscaping LLC for private lead service line replacements and associated restoration works on Bayfield St. Phase 1, seconded by Neimes. Motion carried unanimously.

**Discussion & Action on Structure Moving Route/Permit from 738 E. Memorial Park Drive - Bakobii, LLC, Petitioner** – Director Schuette provided a third option for a route to move the structure, and that this could occur on Feb. 20<sup>th</sup>. McGrath moved to approve Route #3 for the relocation of the Bakobii structure, seconded by Neimes. Motion carried unanimously.

**Discussion & Action on Street Closures Request (Harbor View Dr., Holman Lakeview Dr., S. 6<sup>th</sup> Ave W., and Lake Dr.) for Bike Across the Bay on February 18, 2024 – North Coast Cycling Association, Petitioner** – Asst. City Administrator Janisch stated that he was told before the meeting that the Bike Across the Bay event was being cancelled due to the poor winter weather conditions, and that no street closure action was needed.

**Closed Session –**

- **Personnel Matters – Evaluation of the City Administrator** – A motion was made by Trimbo to go into closed session at 8:14PM pursuant to Wisconsin State Statute §19.85(1) (c), for evaluation of the City Administrator, following which the Council may reconvene in open session to take any action that may be necessary on the closed session items, second by Neimes. Motion carried unanimously via roll call vote.

**Adjourn** – Mayor Motiff adjourned the meeting at 8:55pm.

Tony Janisch  
Assistant City Administrator

**FINANCE COMMITTEE MEETING 4:30pm**

Committee Members Tom Neimes, and Mary McGrath reviewed monthly expenditure vouchers.

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



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

To: Honorable Mayor and City Council Members

From: Scott J. Kluver, Administrator <sup>SK</sup>

Re: Public Hearing on Special Assessments and Approval of Engineering Report

Date: February 21, 2024

At the last meeting, a preliminary resolution was passed on levying special assessments on two properties along Phase 1 of the Bayfield Street Project. The Council should first hold a public hearing. I have been in contact with one of the property owners, but have not yet heard from the other. After the public hearing, and obtaining any comments from the property owners, I recommend that the Council approve the engineering report. As part of this, the Council can lay out the proposed terms of the special assessments. Final costs would not be known until the project is complete, but the property owners would have the option to pay the special assessment up front, or in installments. Absent any additional comments from the property owners, I would recommend a maximum of three installments at the same interest rate that the City will end up paying on its loan for the water work.

Please let me know if you have questions on this item.

**NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS FOR  
PUBLIC IMPROVEMENTS IN WASHBURN, WISCONSIN.**

**PLEASE TAKE NOTICE** that the City Council of Washburn, Wisconsin has declared its intention to exercise its police power in accordance with §66.0703, Stats., to levy special assessments upon property within the following described assessment district for benefits conferred upon the property by the improvement of the following streets and the total amount assessed against the properties in the described assessment district shall not exceed 100% of the cost of the water laterals, engineering and administration and 50% of the water main.

**ASSESSMENT DISTRICT**

*All previously unserved property abutting the north side of Omaha Street from the intersection of the right of way of 10<sup>th</sup> Avenue West to the intersection of 9<sup>th</sup> Avenue West.*

A report showing proposed plans and specifications, estimated cost of improvements and proposed assessments is on file in the City Clerk's office and may be inspected there during any business day between the hours of 10:00 A.M. and 4:30 P.M Tuesday through Friday.

You are further notified that the City Council of Washburn, Wisconsin, will hear all interested persons, their agents or attorneys, concerning matters contained in the preliminary resolution authorizing the assessments and in the above described report at 5:30 P.M. on the 11<sup>th</sup> day of March 2024, at the following location: City Hall, 119 Washington Avenue, Washburn, WI 54891. All objections will be considered at this hearing and thereafter the amount of the assessments will be finally determined.

Date published: February 20, 2024

Signed: Scott J. Kluver  
City Administrator

**REPORT ON PROPOSED SPECIAL ASSESSMENTS FOR PUBLIC IMPROVEMENTS  
AGAINST PROPERTIES LOCATED IN WASHBURN, WISCONSIN.  
OMAHA STREET WATER MAIN**

This report is submitted in accordance with the requirements of §66.0705, Stats., and the preliminary resolution of the City Council of Washburn, Wisconsin, determining to levy special assessments on benefited properties for public improvements described in Schedule B of this report to be made in the assessment district described in Schedule C of this report.

This report consists of the following schedules attached hereto:

- Schedule A – Location Plan;
- Schedule B – Estimate of entire cost of proposed improvements;
- Schedule C – Schedule of proposed assessments against each benefited parcel.



10TH AVE W

W BAYFIELD STREET



NORTH

N 9TH AVE W

W OMAHA STREET

WISCONSIN STREET

OMAHA STREET WATER MAIN  
ASSESSMENT DISTRICT  
WASHBURN, WISCONSIN

**CITY OF WASHBURN  
OMAHA STREET WATERMAIN  
PRELIMINARY ASSESSMENTS  
SCHEDULE C**

<b>Owner</b>	<b>Improvement Location</b>	<b>Tax I.D. #</b>	<b>1" Water Service Connect (EACH)</b>	<b>1" Water Service (L.F.)</b>	<b>6" Water Main (LF)</b>	<b>Total Assessment</b>
Habitat for Humanity Greater Cheq Bay 49883 Griffith Rd. Ashland, WI 54806	W Omaha Street	35352	1	25	100	\$7,950.00
Lucille S. & David Sells ET AL 8068 N Seneca Rd. Fox Point, WI 53217	W Omaha Street	39162	1	25	50	\$5,500.00
<b>Total Assessable</b>			<b>2</b>	<b>50</b>	<b>150</b>	<b>\$13,450.00</b>

<b>Item</b>	<b>Unit</b>	<b>Assessable Unit Cost</b>	
1" Water Service Connect	Each	\$1,600.00	Corp Stop, Curb Stop, and Box
1" Water Service	L.F.	\$58.00	
6" Water Main	L.F.	\$49.00	per Street Side

Estimated Assessable costs include Engineering, Administration and Contingency  
Final Assessable costs will be based on actual cost and actual work completed.



PUBLIC WORKS IMPROVEMENT  
OPINION OF PROBABLE CONSTRUCTION COST

Omaha Street Water Main  
City of Washburn

Date: January 23, 2024

Estimator: MCS

Total Estimate: \$65,200.00

DESCRIPTION	UNITS	APPROX. QUANTITY	UNIT PRICE	TOTAL PRICE
<b><u>WATERMAIN</u></b>				
6" Water Main C900	L.F.	594	\$54.40	\$32,313.60
8" Water Main C900	L.F.	8	\$224.00	\$1,792.00
6" Valve and Box	Each	1	\$2,300.00	\$2,300.00
Connect to Existing Water Main 6"x6" Live Tap	Each	1	\$2,500.00	\$2,500.00
Connect to Existing Water	Each	3	\$1,200.00	\$3,600.00
1" Water Service	L.F.	50	\$45.00	\$2,250.00
1" Corp Stop, Curb Stop, and Box	Each	2	\$1,300.00	\$2,600.00
Construction Subtotal			\$	47,400.00
Contingency Subtotal				\$4,800.00
Engineering and Administration				\$13,000.00
<b>***PROJECT TOTAL ***</b>			\$	<b>65,200.00</b>

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

To: Honorable Mayor and City Council Members

From: Scott J. Kluver, Administrator

Re: Hearing on Potentially Dangerous Dog

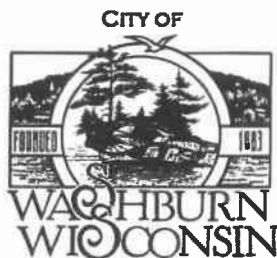
Date: February 22, 2024

Enclosed you will find information and the ordinance related to a potentially dangerous dog determination. The Council will need to hold a hearing to determine if the dog, owned by Ms. Tessa Wickus and Mr. Donald Benson who reside at 934 W. Pine Street is dangerous. The hearing needs to allow arguments from the public to present evidence that the dog is dangerous, and it needs to allow for the owners and other members of the public to argue that the dog is not. Typically, both sides get to speak at least twice in such a hearing, and the Council should have an opportunity to ask questions. Please review the enclosed ordinance to provide additional guidance on the matter.

If the Council determines that the dog is dangerous, the restrictions are outlined in section (h) of the ordinance. The dog is currently not licensed, and that should also be addressed. Currently, the City does not have an established dangerous dog fee.

This is the first time since 2006 that this ordinance has been utilized. Please let me know if you have questions on this item.

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



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

February 22, 2024

Ms. Tessa Wickus and Mr. Donald Benson  
934 Pine Street  
Washburn, Wisconsin 54891

**NOTICE OF POTENTIALLY DANGEROUS DOG HEARING**

Via Hand Delivery

Dear Ms. Wickus and Mr. Benson:

Please be advised that on March 11 at 5:30 p.m. a hearing will be held at the Washburn City Hall, 119 Washington Avenue, during the regular Council meeting, for determining if your dog is to be classified as a "potentially dangerous dog" under Ordinance 7-1-6(e).

You are requested to attend this hearing to present any information and testimony regarding this matter.

Attached is a copy of the ordinance and the known information to be presented at this time. Please do not hesitate to contact me if you have any questions on this matter.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Scott J. Kluver', written over a horizontal line.

Scott J. Kluver  
City Administrator

**Washburn Police Department**  
**119 Washington Avenue, P.O. Box 638**  
**Washburn, WI 54891**

**Ken Johnson**  
**Chief of Police**  
**(715)373-6164 ext 106**  
[k.johnson@cityofwashburnwi.gov](mailto:k.johnson@cityofwashburnwi.gov)

**Jeremy Clapero**  
**Assistant Chief of Police**  
**(715)373-6164, EXT 202**  
[j.clapero@cityofwashburnwi.gov](mailto:j.clapero@cityofwashburnwi.gov)

February 20, 2024

Mayor Mary Motiff  
City Administrator Scott Kluver  
Assistant City Administrator Tony Janisch  
City Council Members

Dear Council Members,

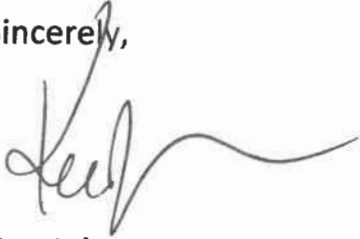
I am requesting a hearing at the next to determine if a dog within our city limits should be deemed "potentially Dangerous" as outlined in 7-1-6(e). The dog owners are Tessa Wickus and Donald Benson and they reside at 934 West Pine Street. The dog in question is a white-colored Great Pyrenees and it attacked two dogs in 2023, both while off the owner's property (on a city street). One incident occurred on May 19 and the other occurred on August 22. Because the two reports were filed after the fact and together on September 7, 2023, they were treated as one incident.

On January 23, 2024, another incident occurred in which a neighbor was outside with her elderly dog on her own property. Donald was walking their dogs down the street when one of the dogs managed to pull away from him and tried to attack the elderly dog. The elderly dog's owner positioned herself between the two dogs and was bitten at least once on her leg. I have attached police reports and photos of the previous incidents. I have issued a citation for this most recent incident.

It is my belief that this dog should be deemed potentially dangerous and should abide by the extra requirements listed in 7-1-6(g), (h) and (i) to remain in

the City of Washburn. It should be noted that as of today's date, Tessa and Donald's dogs do not have a valid Bayfield County Dog License and our information shows the rabies vaccination expired February 15, 2024.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ken Johnson', with a long, sweeping horizontal line extending to the right.

Ken Johnson  
Chief of Police  
Washburn Police Department





## WASHBURN POLICE DEPT.

B2-24-00212

2/2/2024

## Incident Report Form

## ORDINANCE VIOLATIONS

Primary Officer: KEN JOHNSON - WPD301

- |  |  |  |  |  |
|--|--|--|--|--|
| <input type="checkbox"/> Juvenile Involved | <input type="checkbox"/> Investigation | <input type="checkbox"/> Video Available | <input type="checkbox"/> Gang Related              | <input type="checkbox"/> Paperless       |
| <input type="checkbox"/> Domestic Related  | <input type="checkbox"/> Suspects      | <input type="checkbox"/> Bias Crime      | <input type="checkbox"/> Accident                  | <input type="checkbox"/> Administrative  |
| <input type="checkbox"/> Alcohol Involved  | <input type="checkbox"/> Arrests Made  | <input type="checkbox"/> Drugs Involved  | <input type="checkbox"/> Ready for DA / Prosecutor | <input type="checkbox"/> Alarm Activated |

Log Number <b>B2-24-00212</b>	Incident Number <b>B2-24-000011</b>	File Number	Case Number	UCR	
Incident Type <b>ORD ORDINANCE VIOLATIONS</b>		Dispatcher	Source <b>PHONE</b>	District <b>WASH C</b>	Status <b>CITED</b>

Incident Date / Times						Incident Occurred At or Between					
Date Received <b>2/2/2024</b>	Day Rec'd <b>Friday</b>	Rcvd	Disp	Arrv	Clrd	Earliest Date and Time <b>1/23/2024 (Tuesday)</b>			Latest Date and Time <b>1/23/2024 (Tuesday)</b>		

Disposition <b>3 CITED</b>	Cleared by Exception				<input type="checkbox"/> <b>Suspended</b>			
UCR Clearance	UCR Occur Date	UCR Clear Date	UCR Count	UCR Human Traffic Code	UCR HT Count <b>0</b>			

Location		<input type="checkbox"/> Intersection	
<b>922 W PINE ST WASHBURN WI 54891</b>		Cross Street	
Municipality: <b>CITY OF WASHBURN 54</b>		GPS Loc X	GPS Loc Y
Business Name	Premise Code	Arson Value	

Gang	Weather
------	---------

Modus Operandi Coding	Victim:
Entry:	Property:
Exit:	Area:
Method:	Time of Day:

## WEAPON USED:

Caller / Complainant Type    Normal ☐    Anonymous ☐    Hangup ☐    Refused ☐

B2-24-00212

2/2/2024



APPROVED BY:

APPROVED ON:

PAGE 1

IRF 1.6

Print Date/Time 2/20/2024 4:47:15 PM

## WASHBURN POLICE DEPT.

## Incident Report Form

B2-24-00212

2/2/2024

ORDINANCE VIOLATIONS

## INVOLVED PERSONS

## COMPLAINANT

CODE: COMPL

Name (Last, First, Middle) - Address

BARTOLINI, ERICA EILEEN  
922 W PINE ST  
WASHBURN WI 54891

Juvenile ☐

Date of Birth

11/2/1984

Age

39

Race

W

Sex

F

Ethnic

U

Social Security Number

Weight

169

Height

505

Hair

BRN

Eyes

BRN

Phone Number

(715) 979-1939

Driver License Number

B634-2058-4902-08

State

WI

Class

D

Expiration Date

ID Provided

ID Detail

Link Comments

## OWNER

CODE: OWNER

Name (Last, First, Middle) - Address

BENSON, DONALD ROBERT  
12895 8TH AVE N  
ZIMMERMAN MN 55398

Juvenile ☐

Date of Birth

12/25/1987

Age

36

Race

W

Sex

M

Ethnic

N

Social Security Number

Weight

162

Height

511

Hair

BRN

Eyes

BLU

Phone Number

000-000-0000

Driver License Number

P306164170209

State

MN

Class

Expiration Date

ID Provided

ID Detail

Link Comments

## OWNER

CODE: OWNER

Name (Last, First, Middle) - Address

WICKUS, TESSAH LOUISE  
934 W PINE ST  
WASHBURN WI 54891

Juvenile ☐

Date of Birth

11/1/1989

Age

34

Race

W

Sex

F

Ethnic

N

Social Security Number

Weight

132

Height

503

Hair

BRO

Eyes

HAZ

Phone Number

608-434-1277

Driver License Number

W2208128990102

State

WI

Class

Expiration Date

ID Provided

ID Detail

Link Comments

## RESPONDING / INVOLVED UNITS, OFFICERS, TIMES

Division

Supervisor / ID

Unit Number

Officer / ID (Ofcr1 / Ofcr2)

Officer / ID (Ofcr3 / Ofcr4)

KEN JOHNSON

WPD301

## COMMENTS / NARRATIVES

Title

Report of Chief Ken Johnson

Narrative Created By / Creation Date

KEN JOHNSON

02/20/2024

Narrative Updated By / Update On

KEN JOHNSON

02/20/2024

Narrative Approved By / Approved Date

On Wednesday, January, 2024, I was made aware of a dog bite that occurred on January 23, 2024. The victim, Erica Bartolini, stated that there was an incident that occurred on January 23, 2024, but that at this point she didn't want to provide a statement as she is working with the owner, who is her neighbor, to correct the issue or find another home for the dog. Approximately a week later, I contacted Erica and she told me she would provide a statement as she didn't feel like any changes were being made with the dog. She had also heard about other attacks the dog was involved in last year and that concerned her as well. I provided her a statement form which she completed.

Erica stated she was on her property at 922 West Pine Street on January 23rd at approximately 10:45 PM. She said that her neighbor, Donald Benson, was walking his three dogs in the roadway and they had a short

B2-24-00212

2/2/2024



APPROVED BY:

APPROVED ON:

PAGE 2

IRF 1.6

Print Date/Time 2/20/2024 4:47:15 PM

**Incident Report Form****ORDINANCE VIOLATIONS**

conversation. She told him that she needed to let her elderly dog (14 years old) out to go to the bathroom and he encouraged her to do so and said it would be ok because his younger dog (that has had previous aggression incidents) had been doing well on a leash and not being aggressive. She put her dog on a leash and walked outside. As soon as her dog stepped on the pavement, Donald's youngest dog charged, causing Don to lose control of the dog. Erica said she protected her dog with her body and was bitten and stomped on her legs and thigh. She said it took Don pinning the dog to the ground for her to be able to get her dog up and into the house safely.

Erica described the dog that attacked her as a 3-year-old creamy white Great Pyrenees mix named "Kooty". Erica said she didn't report this immediately because she was unaware of the past issues with the dog biting other dogs and she became concerned that it could happen to someone else once she heard about the previous incidents.

On February 20, at 2:15 PM, I spoke with Tessa Wickus, as Don was at work. I informed her that a citation would be issued for the offense and that she and Don would receive notification of a hearing to decide if their dog would be deemed potentially dangerous. She asked if I was aware that Erica consented to having the dog come on her property and I said yes, I was aware of that but it was at Don's encouragement and she certainly didn't consent to being bit. KRJ...



## INCIDENT REPORT CONTACT SHEET

(Most Current Address / Phone Data)

## ORDINANCE VIOLATIONS

**1** Name: **BARTOLINI, ERICA EILEEN**  
Address: **922 W PINE ST**  
**WASHBURN WI 54891**  
Phones: **(715) 979-1939 715-812-1066 715-292-8824**  
Driver Lic: **B634-2058-4902-08** D/L State: **WI** D/L Class: **D** D/L Expires:  
Marital Status: **M** Email Address:  
Deceased ? : Date of Death: Name Record Last Updated: **9/30/2023**

**2** Name: **BENSON, DONALD ROBERT**  
Address: **934 W PINE ST**  
**WASHBURN WI 54891**  
Phones: **000-000-0000**  
Driver Lic: **P306164170209** D/L State: **MN** D/L Class: D/L Expires:  
Marital Status: **S** Email Address:  
Deceased ? : Date of Death: Name Record Last Updated: **2/20/2024**

**3** Name: **WICKUS, TESSAH LOUISE**  
Address: **934 W PINE ST**  
**WASHBURN WI 54891**  
Phones: **608-434-1277**  
Driver Lic: **W2208128990102** D/L State: **WI** D/L Class: D/L Expires:  
Marital Status: Email Address:  
Deceased ? : Date of Death: Name Record Last Updated: **8/1/2023**

**Washburn Police Department**  
**Voluntary statement form**

Complaint # B2-24-011

Date/Time \_\_\_\_\_

Place 922 W. Pine St.

Page 1

Statement of Erica Bartolini

Date of Birth 11/2/84

On 1/23/24 around 10:45pm, my neighbor to the west was walking their 3 dogs past my house. Don and his dogs were a few feet off the road onto my walk-way because we were chatting and had gotten closer so we weren't so loud. I had come out to let my dog out, he encouraged me that it would be okay since their younger dog, apparently, had been doing so well with aggression and on a leash.

So, I collared and leashed my dog and came out the door. They were still standing in my yard but on the edge near my mailbox. As soon as Pow, my 14 year old rough collie rescue dog, got down onto the pavement "Kooty" their youngest dog charged towards us to attack. She is a very young very strong dog, Don lost control and her leash clicked through the locking mechanism as she charged us. I immediately ~~jumped~~ jumped in between and used my body to protect Pow on the ground. She latched and bit my right thigh and stomped on other parts of my legs. Pow didn't make a sound the whole time, he can't run, jump, and has maybe 6-8 teeth. At that point we were on the ground right in front of my screen door. It took Don holding "Kooty" down while I struggled to get my elderly dog up and back in the house.

"Kooty" is ~3yr old, she is a mix of great pyrenees, anatolian shepherd, and one other breed (I can't recall at the moment). She is mostly a creamy white with a few darker black marks on her snout and around her eyes.

I didn't report this right away because I was unaware of the extent of her behavior issues around town, many times now. And while Don and Tessah are making moves to help her and themselves be better owners, they are continuing to walk her in town, without a muzzle and near family homes with kids and dogs that play outside in their yards. Pictures available.

Signature Erica Bartolini

Witness \_\_\_\_\_

Witness \_\_\_\_\_

# WASHBURN POLICE DEPT.

B2-23-01236

9/7/2023

## Incident Report Form

## ANIMAL COMPLAINTS

Primary Officer: JOSH FLEIG - WPD335

<input type="checkbox"/> Juvenile Involved	<input type="checkbox"/> Investigation	<input type="checkbox"/> Video Available	<input type="checkbox"/> Gang Related	<input type="checkbox"/> Paperless
<input type="checkbox"/> Domestic Related	<input type="checkbox"/> Suspects	<input type="checkbox"/> Bias Crime	<input type="checkbox"/> Accident	<input type="checkbox"/> Administrative
<input type="checkbox"/> Alcohol Involved	<input type="checkbox"/> Arrests Made	<input type="checkbox"/> Drugs Involved	<input type="checkbox"/> Ready for DA / Prosecutor	<input type="checkbox"/> Alarm Activated

Log Number <b>B2-23-01236</b>	Incident Number	File Number <b>CD-23-25866</b>	Case Number	UCR		
Incident Type <b>ANIMAL COMPLAINTS</b>			Dispatcher <b>OFC</b>	Source <b>OFFCR</b>	District <b>WASH C</b>	Status <b>WARN</b>

Incident Date / Times						Incident Occurred At or Between	
Date Received <b>9/7/2023</b>	Day Rec'd <b>Thursday</b>	Rcvd <b>1537</b>	Disp <b>1537</b>	Arrv <b>1537</b>	Clrd <b>1543</b>	Earliest Date and Time	Latest Date and Time

Disposition <b>7 WARNING</b>	Cleared by Exception				<input type="checkbox"/> Suspended	
UCR Clearance	UCR Occur Date	UCR Clear Date	UCR Count	UCR Human Traffic Code	UCR HT Count <b>0</b>	

Location <b>934 W PINE ST WASHBURN WI 54891</b>		<input type="checkbox"/> Intersection	
Municipality: <b>CITY OF WASHBURN 54</b>		GPS Loc X <b>0</b>	GPS Loc Y <b>0</b>

Business Name	Premise Code <b>STREET PUBLIC STREET</b>	Arson Value
---------------	---	-------------

Gang	Weather
------	---------

Modus Operandi Coding	Victim:
Entry:	Property:
Exit:	Area:
Method:	Time of Day:

WEAPON USED:

Caller / Complainant Type    Normal ☐    Anonymous ☐    Hangup ☐    Refused ☐

B2-23-01236

9/7/2023

☐ APPROVED BY:  
APPROVED ON:

PAGE 1

## WASHBURN POLICE DEPT.

## Incident Report Form

B2-23-01236

9/7/2023

ANIMAL COMPLAINTS

## INVOLVED PERSONS

## REPORTED BY

CODE: REP BY

Name (Last, First, Middle) - Address

Juvenile

Date of Birth

Age

Race

Sex

Ethnic

Social Security Number

BEIRL, KELLY J  
221 N 11TH AVE W  
WASHBURN WI 54891

☐

9/30/1960

62

Weight

Height

Hair

Eyes

Phone Number

(715) 373-0334

Driver License Number

B640-5106-0850-05

State

WI

Class

Expiration Date

ID Provided

ID Detail

Link Comments

## REPORTED BY

CODE: REP BY

Name (Last, First, Middle) - Address

Juvenile

Date of Birth

Age

Race

Sex

Ethnic

Social Security Number

LARSON, PETRA A  
914 W PINE ST  
WASHBURN WI 54891

☐

9/15/1975

47

W

F

N

Weight

Height

Hair

Eyes

Phone Number

715-373-5765

Driver License Number

State

WI

Class

Expiration Date

ID Provided

ID Detail

Link Comments

## WARNING ISSUED

CODE: WARN

Name (Last, First, Middle) - Address

Juvenile

Date of Birth

Age

Race

Sex

Ethnic

Social Security Number

WICKUS, TESSAH LOUISE  
934 W PINE ST  
WASHBURN WI 54891

☐

11/1/1989

33

W

F

N

Weight

Height

Hair

Eyes

Phone Number

132

503

BRO

HAZ

608-434-1277

Driver License Number

W2208128990102

State

WI

Class

Expiration Date

ID Provided

ID Detail

Link Comments

WARNED TO LICENSE DOGS THROUGH CITY. WARNED FOR DOG AT LARGE. WARNED FOR PET ATTACKING OTHERS PETS

## RESPONDING / INVOLVED UNITS, OFFICERS, TIMES

Division

Supervisor / ID

Unit Number

Officer / ID (Ofcr1 / Ofcr2)

Officer / ID (Ofcr3 / Ofcr4)

335

JOSH FLEIG

WPD335

## COMMENTS / NARRATIVES

Title

## Police Dispatch

Narrative Created By / Creation Date

KATIE SEE

09/07/2023

Narrative Updated By / Update On

Narrative Approved By / Approved Date

Input: jfleig 09/07/2023 15:43:01 Edited: jfleig 09/07/2023 15:43:01

TWO NEIGHBORING LOCALS CAME INTO THE WASHBURN POLICE DEPARTMENT TO REPORT PAST INCIDENTS WHERE ANOTHER NEIGHBORS DOG HAD ATTACKED EACH OF THEIR DOG ON TWO SEPARATE OCCASIONS THIS YEAR WHILE ON THE STREET

## COMMENTS / NARRATIVES

Title

## OFFICER JOSHUA FLEIG

Narrative Created By / Creation Date

09/07/2023

Narrative Updated By / Update On

JOSH FLEIG

09/08/2023

B2-23-01236

9/7/2023

☐ APPROVED BY:  
APPROVED ON:

PAGE 2

IRF 1.6

Print Date/Time 2/13/2024 2:29:11 PM



**Incident Report Form****ANIMAL COMPLAINTS****JOSH FLEIG**

Narrative Approved By / Approved Date

On Thursday, September 7, 2023 at 2:08 p.m., Petra Larson and Kelly Beirl came into the Washburn Police Department to report dog bite incidents that involved both of their pets on two separate occasions, by the same neighbors dog.

Larson advised that she was walking her dog (a small Corgi breed) past her neighbors, 934 West Pine Street, when her neighbors dog jumped the fence and came into the Street and attacked her dog un-provoked. Larson said that this incident occurred back on May 19, 2023, and her dog suffered bite injury to the back that required meds and antibiotics. It was arranged and agreed upon by the owner of the dog that did the attacking, that the owner would cover any vet bill(s) for injury(s) incurred...which they did. Larson informed Officer Fleig that the owner(s) of the dog that attacked are Donald Benson and/or Tessah Wickus, and that they have three Great Pyrenees. Larson informed Officer Fleig that it was the youngest of the three dogs that did the attacking. Wickus was the owner/witness nearby when this occurred.

Beirl advised that she too was walking her dog (a boxer/husky mix breed) past this same neighbors at 934 West Pine Street, when this same neighbors dog jumped through a screen window in the home and came into the Street and attacked her dog un-provoked. Beirl said this incident occurred back on August 22, 2023, and her dog suffered bite injury(s) to the lip and below the eye, as well as puncture wounds near the lower neck/shoulder area. Like Larsons dog, Beirls dogs injury(s) required meds and antibiotics (no stitches), and the owner of the dog that attacked agreed to cover any vet bill(s) for injury(s) incurred...which they did. Beirl informed Officer Fleig that it was the same youngest of the three dogs that did the attacking. Benson was the owner/witness nearby when this occurred.

Both Larson and Beirl just found out about each others dogs being attacked by the same dog and decided that it was best to now report this, should it occur or happen again to someone else in the future. Both informed Officer Fleig that the owners of the dog was very apologetic on each occasion, and that updated rabies vaccination proof had been provided at the time of incident(s).

After speaking with Larson and Beirl, Officer Fleig spoke with the Washburn City Treasurer and questioned if Bensons or Wickus's dogs were licensed through the City. It was confirmed that their three dogs were not licensed through the City of Washburn.

At approximately 3:15 p.m., Officer Fleig responded to 934 West Pine Street and spoke with Wickus. Officer Fleig informed Wickus why he wished to speak with her, and explained what had been reported. Wickus confirmed that all of this information was true and accurate as was reported, and explained how it was her youngest dog named Kutya that was involved in both incidents. Wickus informed Officer Fleig that Kutya was born in March of 2022 (1.5 years old), and was her only mixed breed dog. Wickus said that Kutya was mixed Great Pyrenees, Anatolian Shepherd, and Hungarian Kuvasz breed. Wickus provided proof of updated rabies vaccination (07-13-23, tag #28548) for Kutya through the Ashland Vet Clinic.

Officer Fleig informed Wickus that since this was not reported at the time of incident(s), and because there were two separate incidents involving the same dog Kutya...that this would be her one and only warning as the pet owner. Officer Fleig explained that any future similar incidents involving Kutya, would categorize Kutya as a potentially dangerous dog and that this situation would be brought in front of City council members per policy/ordinance to ban Kutya from the City of Washburn. Wickus said she understood. Officer Fleig also warned Wickus for ordinance violations of dog at large and for not being licensed through the City. Wickus confirmed that none of her three dogs were licensed through the City. Wickus was given until Friday, September 15, 2023 to license her dogs through Washburn. Wickus was very cooperative and advised that she would take care of this by the deadline date given. JF 335



whether said dog poses a direct threat shall be based upon evidence of the specific dog's behavior and history, and shall not be based upon generalizations or fears about how a particular animal may behave. Any petition under this Section shall be submitted to the Common Council pursuant to the procedures in Title 4, Chapter 1 of this Code of Ordinances.

(c) **Vicious Dogs and Animals.**

- (1) A "vicious dog or other animal" shall be defined as follows: Any dog or other animal shall be deemed and be presumed to be vicious if, at any time, it bites and inflicts a serious injury to any person or persons two (2) or more times during the dog's or animal's life under unprovoked circumstances and while off the dog's or animal owner's, keeper's or caretaker's premises or property. If the dog or other animal inflicts serious injury in a manner other than biting, said dog or other animal shall also be deemed and presumed to be vicious under this Section.
- (2) A "serious injury" shall be defined as any abrasions, bruising, cuts, broken bones, lacerations, internal injuries, torn or pulled ligaments or muscles, head injuries, or any other such similar condition.
- (3) No vicious dog or other animal as defined herein shall be allowed to be owned, kept, harbored, maintained, or cared for within the City of Washburn corporate limits, by any person or legal entity.

(d) **Penalty for Keeping Prohibited or Vicious Dogs or Animals.**

- (1) Any person convicted of violating Sections 7-1-6(a) through 7-1-6(c) shall pay a forfeiture of Five Hundred Dollars (\$500.00) together with all costs and assessments. Each day that a person owns, harbors, keeps, maintains or cares for any prohibited dog or other animal or vicious dog or other animal in violation of this Section may be deemed a separate and distinct violation, subject to separate citations and convictions. Furthermore, any violation of Sections 7-1-6(a) through 7-1-6(c) shall result in a further penalty of having the subject animal or dog impounded by any law enforcement or animal control officer of the City of Washburn, or any law enforcement or animal control officer of any jurisdiction authorized by the City of Washburn to enforce or effectuate the City of Washburn's ordinances.
- (2) In the event that any prohibited dog or other animal or other vicious dog or animal has been impounded, the owner of said dog or animal shall be required to make arrangements to have said animal removed from the corporate limits of the City of Washburn within seven (7) days of impoundment. In the event any impounded animal has not had arrangements made to remove said animal from the corporate limits of the City of Washburn within said seven (7) day period, any law enforcement officer or animal control officer for the City of Washburn shall be authorized to destroy said animal.

(e) **Potentially Dangerous Dog or Other Animal.**

- (1) **Definitions.** "Potentially dangerous dog or other animal" means the following:
  - a. Any dog or other animal which, when unprovoked, on two (2) separate occasions within the immediate prior thirty-six (36) month period, engages in any behavior

that requires a defensive action by any person to prevent bodily injury when the person and the dog are off the property of the owner or keeper of the dog.

- b. Any dog or other animal which, when unprovoked, bites a person, causing a less severe injury than is defined in Section 7-1-6(c)(2) above.
- c. Any dog or other animal which, when unprovoked, on two (2) separate occasions within the immediate prior thirty-six (36) month period, has killed, seriously bitten, inflicted injury or otherwise caused injury to a domestic animal off the property of the owner or keeper of the dog.
- d. Any dog or other animal which, when unprovoked, on two (2) separate occasions within the immediate prior thirty-six (36) month period, engages in any behavior described in either Subsection (e)(1)(a) or (e)(1)(c).

(2) ***Restrictions and Rules Regarding Potentially Dangerous Dogs or Animals.***

- a. If a law enforcement or animal control officer for the City of Washburn or any other law enforcement agency having jurisdiction and authority to enforce this Section, has investigated and determined that there exists probable cause to believe that a dog or other animal which is owned, harbored, kept or cared for within the City of Washburn corporate limits is potentially dangerous as that term is defined herein, the chief law enforcement officer or animal control officer for the City of Washburn or his/her designee, shall petition the Common Council for the City of Washburn, for a hearing for the purpose of determining whether or not the dog or other animal in question, should be declared potentially dangerous. Whenever possible, any complaint received from a member of the public which serves as part of the evidentiary basis for the animal control officer or law enforcement officer to find probable cause, shall be sworn to and verified by the complainant and shall be attached to the aforementioned petition. Notice of the hearing before the Common Council shall be given to the owner, caretaker or keeper of the dog or animal in question no less than seven (7) days prior to said hearing, with said notice, together with a copy of the petition, and all sworn complaints to be either served personally, or by first class mail with return receipt requested. All hearings under this Section shall be open to the public. The hearing body, which shall be the Common Council for the City of Washburn, may admit all relevant documents and testimony into evidence including incident reports and affidavits of witnesses, photographs, and personal testimony. The Common Council for the City of Washburn shall be the exclusive trier of the issue of whether a dog or other animal is determined to be potentially dangerous. For the Common Council of the City of Washburn to determine that a dog or other animal is potentially dangerous, there must be a preponderance of the evidence to establish the same.
- b. Any owner, harbinger, keeper, caretaker, or other interested party who is aggrieved by any decision of the Common Council under this Section shall have the right

to appeal the same by filing an action for certiorari with the Circuit Court no more than thirty (30) days from the date that said aggrieved person had received written notice of the Common Council's decision on whether a dog or other animal is potentially dangerous.

- c. After the hearing conducted pursuant to Sec. 7-1-6(e)(2)a above, the owner, keeper, harborer or caretaker of the dog or other animal shall be notified in writing of the determination and orders issued, either personally or by first class mail return receipt requested. If a determination is made that a dog or other animal is potentially dangerous as herein provided, the owner, keeper, harborer or caretaker shall comply with Section 7-1-6(e)(2)g and h in accordance with the time schedule established by the chief law enforcement officer or animal control officer of the City of Washburn, but in no case more than thirty (30) days after the date of the determination, or thirty-five (35) days if the notice of the determination is mailed to the owner, keeper, harborer or caretaker of the dog or other animal.
- d. No dog or other animal may be declared potentially dangerous if any injury or damage is sustained by a person who, at the time the injury or damage was sustained, was committing a willful trespass or other tort upon premises occupied by the owner, keeper, harborer or caretaker of the dog or other animal, or was teasing, tormenting, abusing, or assaulting the dog or other animal, or was committing or attempting to commit a crime. No dog or other animal may be declared potentially dangerous if the dog or other animal was protecting or defending a person within the immediate vicinity of the dog from an unjustified attack or assault. No dog or other animal may be declared potentially dangerous if an injury or damage was sustained by a domestic animal which, at the time of the injury, or damage was sustained, was teasing, tormenting, abusing or assaulting the dog or other animal.
- e. No dog or other animal may be declared potentially dangerous if the injury or damage to a domestic animal was sustained while the dog was working as a hunting dog, herding dog, or predator control dog on the property of or under the control of its owner, keeper, harborer or caretaker, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog.
- f. No dog or other animal may be declared potentially dangerous if the injury or damage to another domestic animal was sustained while on the property or premises of the owner, harborer, keeper or caretaker of the dog or other animal, and the injured domestic dog or animal was upon the property not owned or maintained by the owner of the injured or damaged domestic animal.
- g. All potentially dangerous dogs or other animals shall be properly licensed and vaccinated. The licensing authority for the City of Washburn shall include the potentially dangerous designation in the registration records of the dog, either

after the owner or keeper of the dog has agreed to the designation or the Common Council, after hearing, has determined the designation applies to the dog. The City of Washburn may charge a potentially dangerous dog fee in addition to the regular licensing fee as to provide for the increased cost of maintaining the records of the dog.

- h. A potentially dangerous dog or other animal, while on the owner's property, shall, at all times, be kept indoors or in a securely fenced yard from which the dog cannot escape and into which children cannot trespass. A potentially dangerous dog or other animal may be off the owner's premises only if it is restrained by a substantial leash, of appropriate length, and muzzled, and if it is under the control and supervision of a responsible adult while being restrained by said leash and muzzle.
  - i. If a potentially dangerous dog or other animal dies, or is sold, transferred or permanently removed from the City of Washburn where the owner, harbinger, keeper or caretaker so resides, said person who owns, keeps, harbors, or caretakes a potentially dangerous dog or other animal shall notify the chief law enforcement officer for the City of Washburn or the animal control officer of the change in condition or new location of the potentially dangerous dog or other animal in writing within forty-eight (48) hours of said dog or other animal's remove.
- (f) **Penalty for Violations of Subsection (e)(2).** Any person or entity convicted of violating Section 7-1-6(e)(2) shall pay a forfeiture of Two Hundred Fifty Dollars (\$250.00), together with all costs and assessments. Each day that a person owns, harbors, keeps, maintains or cares for any potentially dangerous dog or other animal in violation of Section 7-1-6(e)(2), may be deemed separate and distinct violations, subject to separate citations and convictions. Furthermore, any violation of Section 7-1-6(e)(2) shall result in a further penalty of having the subject animal or dog impounded by any law enforcement or animal control officer of the City of Washburn, or any law enforcement or animal control officer of any jurisdiction authorized by the City of Washburn to enforce or effectuate the City of Washburn's ordinances, may impound any dog or other animal which is subject to Section 7-1-6(e)(2). In the event that any restricted or prohibited animal or other vicious or potentially vicious animal or dog has been impounded, said dog's or animal's lawful owner shall be required to make arrangements to have said animal removed from the corporate City of Washburn limits within seven (7) days of impoundment. In the event any impounded animal has not had arrangements made to lawfully remove said animal from the corporate City limits of Washburn within said seven (7) day period, any law enforcement officer or animal warden for the City of Washburn shall be authorized to destroy said animal.
- (g) **Unleashed Dogs or Other Animals Running at Large.**
  - (1) No owner, keeper, harbinger or caretaker of any dog, cat or other animal shall permit the same to be unleashed or unrestrained at any time said dog, cat or other animal is

3

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



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

To: Honorable Mayor and City Council Members

From: Scott J. Kluver, Administrator *SK*

Re: Dog Breed Exemption for Service Animal

Date: February 21, 2024

Enclosed you will find a petition from Ms. Shannon Perry to exempt her dog "Pablo," a pit bull, from the prohibition requirements the City has. Ms. Perry has provided documentation that Pablo is a registered service dog. Per ordinance 7-1-6 (b) (3), also enclosed, the Council shall permit said service animal to be kept in the City unless the Council determines that said dog poses a direct threat to the health and safety of others within the City of Washburn. To date, no evidence has been submitted to the police or myself that Pablo is a direct threat.

Since the ordinance adjustment in 2022, this is the first time it has been utilized. Please let me know if you have questions on this item.

To Whom It May Concern:

My name is Shannon Perry and I'm requesting exemption from the local breed ban on pit bulls. I understand that legally I'm not allowed to own a pit bull in Washburn, but Pablo is a service dog, and I also understand there are laws protecting us from those bans according to the ADA. If you would please make this exception I would be beyond grateful. I've attached a copy of Pablos certificate. Please contact me with any questions. Thank you so much for your time.

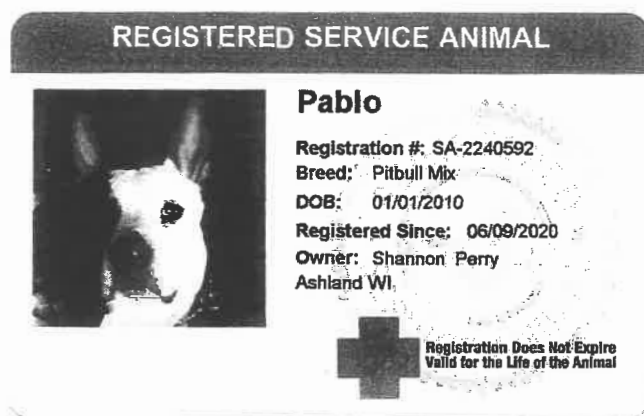
Sincerely,

Shannon Perry



715-208-4979







Registration Number: SA-2240592


# Certificate of Registration

This is to certify that

*Pablo*

is duly registered at [USServiceAnimals.org](http://USServiceAnimals.org) Animal Registry. Registration can be verified electronically by entering the registration number shown on this certificate on the registry's website. Registration is valid for the lifetime of the animal.

On this date of 9 June 2020

  
Registration Chairman

- (1) Habitually pursues any vehicle upon any public street, alley, right-of-way or highway within the City limits of Washburn.
- (2) Habitually barks, howls, cries, or makes other noises which tend to annoy or disturb the public peace in violation of Section 7-1-12.
- (3) Kills, wounds, or worries any domestic animal, subject to Section 7-1-6(e)(2)e and f.
- (4) Is infected with rabies or has been bitten by an animal known to have been infected with rabies.
- (5) In the case of a dog or other canine, which has not obtained a valid license from the City of Washburn.

(b) **Prohibitions Against Certain Dogs and Animals; Service Animal Exception.**

- (1) The City of Washburn has determined that certain breeds of dogs and other animals shall not be allowed to be owned, harbored, kept or cared for within the City of Washburn corporate limits, by any person, corporate or other business entity, church, school, hospital or any other legal entity. This prohibition does not apply to professional veterinary care whether outpatient or inpatient. There shall be a presumption that any dog which substantially conforms or exhibits the distinguishing characteristics or substantially conforms to the standards describing the physical characteristics as recognized by the American Kennel Club, the United Kennel Club, or Continental Kennel Club for a particular breed which is prohibited by this Section, shall be deemed a dog of the breed so prohibited.
- (2) The following breeds of dogs shall be prohibited from being owned, harbored, kept, maintained or cared for within the City of Washburn corporate limits:
  - a. A Staffordshire Bull Terrier breed of dog.
  - b. An American Pit Bull Terrier breed of dog.
  - c. An American Staffordshire breed of dog.
  - d. Any dog which has the appearance and characteristics of being predominantly of the breeds of Staffordshire Bull Terrier, American Pit Bull Terrier, American Staffordshire Terrier, or any combination of these breeds.
  - e. The Perro de Presa Canario breed of dog, otherwise known as Presa Canario, also known as Canary Dog or Presa Dog.
  - f. Any dog which has the appearance and characteristic of being predominately of the breed or breeds of Perro de Presa Canario, also known as Presa Canario, also known as Canary Dog or Presa Dog.
- (3) Any individual who desires to own, harbor, keep, or care for a dog classified as a service animal, as defined in Sec. 106.52(fm), Wis. Stats., that is a breed identified in Subsection (b)(2) above, may petition the Common Council for a determination that said dog should not be prohibited from being kept within the City of Washburn. Upon receipt of such petition, the Common Council shall permit said service animal to be kept in the City unless the Council determines that said dog poses a direct threat to the health and safety of others within the City of Washburn. The determination of

whether said dog poses a direct threat shall be based upon evidence of the specific dog's behavior and history, and shall not be based upon generalizations or fears about how a particular animal may behave. Any petition under this Section shall be submitted to the Common Council pursuant to the procedures in Title 4, Chapter 1 of this Code of Ordinances.

(c) **Vicious Dogs and Animals.**

- (1) A "vicious dog or other animal" shall be defined as follows: Any dog or other animal shall be deemed and be presumed to be vicious if, at any time, it bites and inflicts a serious injury to any person or persons two (2) or more times during the dog's or animal's life under unprovoked circumstances and while off the dog's or animal owner's, keeper's or caretaker's premises or property. If the dog or other animal inflicts serious injury in a manner other than biting, said dog or other animal shall also be deemed and presumed to be vicious under this Section.
- (2) A "serious injury" shall be defined as any abrasions, bruising, cuts, broken bones, lacerations, internal injuries, torn or pulled ligaments or muscles, head injuries, or any other such similar condition.
- (3) No vicious dog or other animal as defined herein shall be allowed to be owned, kept, harbored, maintained, or cared for within the City of Washburn corporate limits, by any person or legal entity.

(d) **Penalty for Keeping Prohibited or Vicious Dogs or Animals.**

- (1) Any person convicted of violating Sections 7-1-6(a) through 7-1-6(c) shall pay a forfeiture of Five Hundred Dollars (\$500.00) together with all costs and assessments. Each day that a person owns, harbors, keeps, maintains or cares for any prohibited dog or other animal or vicious dog or other animal in violation of this Section may be deemed a separate and distinct violation, subject to separate citations and convictions. Furthermore, any violation of Sections 7-1-6(a) through 7-1-6(c) shall result in a further penalty of having the subject animal or dog impounded by any law enforcement or animal control officer of the City of Washburn, or any law enforcement or animal control officer of any jurisdiction authorized by the City of Washburn to enforce or effectuate the City of Washburn's ordinances.
- (2) In the event that any prohibited dog or other animal or other vicious dog or animal has been impounded, the owner of said dog or animal shall be required to make arrangements to have said animal removed from the corporate limits of the City of Washburn within seven (7) days of impoundment. In the event any impounded animal has not had arrangements made to remove said animal from the corporate limits of the City of Washburn within said seven (7) day period, any law enforcement officer or animal control officer for the City of Washburn shall be authorized to destroy said animal.

(e) **Potentially Dangerous Dog or Other Animal.**

- (1) **Definitions.** "Potentially dangerous dog or other animal" means the following:
  - a. Any dog or other animal which, when unprovoked, on two (2) separate occasions within the immediate prior thirty-six (36) month period, engages in any behavior

4

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



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

To: Honorable Mayor and City Council Members

From: Scott J. Kluver, <sup>SSK</sup>Administrator

Re: Police Policy Modification for Body Cameras

Date: February 23, 2024

Enclosed you will find the highlighted modifications to the Police Mobile Videorecording Equipment departmental policy to accommodate new body cameras. Please let Chief Johnson or I know if you have any questions related to these changes. I recommend approval.

## **SEC. 5-8-6**

## **MOBILE VIDEORECORDING EQUIPMENT**

### **PURPOSE**

The purpose of this policy is to provide law enforcement agencies with guidelines for the use, management, storage, and retrieval of audio-visual media recorded by portable audio/video recording devices, whether body-worn, hand-held or integrated into portable equipment (Wis Stat 165.87).

### **DEFINITIONS**

**Recorded media:** Refers to audio-video signals recorded on any of several storage devices, including vehicle mounted camera systems, portable body-worn cameras (BWCs) or other portable storage devices.

**In-Car Camera System and Mobile Video Recorder (MVR):** These are synonymous terms and refer to any system that captures audio and video signals capable of installation in a vehicle, and that includes at a minimum, a camera recording system and a microphone.

**Officer body-worn cameras (BWC's)** are relatively small devices designed to be worn on uniforms, that record interactions between community members (e.g., the public, suspects and victims) and law enforcement officers. The video and audio recordings from BWCs can be used by law enforcement to demonstrate transparency to their communities; to document statements, observations, behaviors and other evidence; and to deter unprofessional, illegal and inappropriate behaviors by both law enforcement and the public.

**Supervisor:** Sworn personnel officially appointed responsibility for a departmental component.

**MVR Technician:** Personnel trained in operational use and repair of MVRs, duplicating methods, storage and retrieval methods and procedures, and who possess a working knowledge of video forensics and evidentiary procedures. (Dependent on the size and needs of the agency, the role of the MVR Technician may be delegated to the supervisor.)

### **POLICY**

The use of an MVR system provides persuasive documentary evidence and helps defend against civil litigation and allegations of officer misconduct. Officers assigned the use of these devices shall adhere to the operational objectives and protocols outlined herein so as to maximize the effectiveness and utility of the MVR and the integrity of evidence and related video documentation. This policy is not intended to describe every possible situation in which MVR's should be used, although there are many situations where its use is appropriate. Users should activate the recorder anytime the user believes it is appropriate or valuable to record an incident.

### **PROCEDURES**

#### **A. Program Objectives**

The agency has adopted the use of MVRs to accomplish the following objectives:

1. To enhance officer safety.
2. To accurately capture statements and events during the course of an incident
3. To enhance the officer's ability to document and review statements and actions for both internal reporting requirements and for courtroom preparation/presentation.
4. To provide an impartial measurement for self-critique and field evaluation during recruitment and new officer training.
5. To capture visual and audio information for use in current and future investigations.



## B. General Procedures

1. It shall be the responsibility of this department to ensure that the audio-video recording equipment is properly installed according to the manufacturer's recommendations.
  - a. Vehicle installed MVR equipment shall automatically activate when emergency equipment (lights) or a wireless transmitter is operating. The system may also be activated manually from the microphone or control panel affixed to the interior of the vehicle or the recording device itself.
  - b. Placement and operation of system components within the vehicle shall be based on officer safety requirements.
  - c. All officers shall successfully complete this department's approved course of instruction prior to being deployed with MVR systems in operational settings.

## C. Officers' Responsibilities

1. Inspection and general maintenance of Departmental MVR equipment shall be the responsibility of the officer operating the equipment
  - a. MVR equipment shall be operated in accordance with the manufacturer's recommended guidelines and departmental training and policies.
  - b. Prior to beginning each shift, the assigned officer shall perform an inspection to ensure that the MVR is performing in accordance with the manufacturer's recommendations covering the following matters.
    - (1) Remote Audio Transmitter functional:
      - Adequate power source
      - Connected to the recording equipment
      - Remote activation of system via transmitter
    - (2) Camera Lens:
      - Windshield and camera lens free of debris
      - Camera facing intended direction
      - BWC lens not obstructed by clothing or equipment.
    - (3) Recording mechanism capturing both audio and video information:
      - System plays back both audio and videotracks
2. Malfunctions, damage or theft of MVR equipment shall be reported to the immediate supervisor.

## D. Mandatory Recordation

1. Traffic stops (to include, but not limited to traffic violations, stranded motorist assistance and all crime interdiction stops)
2. Priority responses
3. Vehicle pursuits
4. Prisoner transports
5. Crimes in progress
6. Any situation or incident that the officer, through training and experience, believes should be audibly and visually recorded.
7. When the MVR is activated, officers shall ensure that the audio portion is also activated so all events are properly documented. Officers are encouraged to narrate events using the audio recording, so as to provide the best documentation for pretrial and courtroom presentation.
8. At no time is a member expected to jeopardize his/her safety in order to activate a portable recorder. However, the recorder should be activated as reasonably practical in those situations.



## E. Operational Protocols

1. Officers using the 900Mhz digital transmitters that are individually synchronized to their individual MVR shall activate both audio and video recordings when responding in a support capacity in order to obtain additional perspectives of the incident scene.
2. Officers shall review recording when preparing written reports of events to help ensure accuracy and consistency of accounts.
3. With the exception of police radios, officers shall ensure that the volume from other electronic devices within the police vehicle does not interfere with the MVR recordings.
4. Officers shall not erase, alter, reuse, modify or tamper with MVR recordings. Only a supervisor or MVR technician may erase and reissue previously recorded recordings and may only do so pursuant to the provisions of this policy.
5. MVR recordings shall be marked with an event description, **if possible**, to be held and/or duplicated for criminal prosecution when they record any of the following.
  - a. Arrests
  - b. Assaults
  - c. Physical or verbal confrontations, vehicle pursuits
  - d. Vehicle searches in which contraband is recovered.
  - e. Driving while intoxicated or under the influence arrests
  - f. All prisoner transports
6. When the MVR is activated to document an event, it shall not be deactivated until the event has been concluded unless:
  - a. The incident or event is of such duration that the MVR may be deactivated to conserve recording times; and
  - b. The officer does not reasonably believe that deactivation will result in the loss of critical documentary information; and
  - c. The intention to stop the tape has been noted by the officer either verbally or in a written notation.
7. A supervisor must be notified when the recording memory has reached above half full.

## F. Prohibited use of MVR equipment

1. Employees are prohibited from using MVR equipment for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in their official capacity.
2. Employees are prohibited from retaining recordings of activities and information obtained while on-duty, whether the recording was created with a department issued or personally owned recorder. Users shall not duplicate or distribute such recordings, except for authorized legitimate business purposes.
3. Employees are prohibited from using personally owned recording devices while on-duty without the express consent of a supervisor. Any Officer that uses a personally owned recording device for office-related activities shall comply with the provisions of this policy, 4. including retention and release requirements.
4. Recordings shall not be used by any employee for the purpose of embarrassment, intimidation, or ridicule.

## G. Media Duplication

1. All recording media, recorded images and audio recordings are the property of this department. Employees should have no expectation of privacy or ownership interest in the content of recordings. Dissemination outside of the agency is strictly prohibited without specific written authorization of the agency's chief executive or his or her designee.
2. To prevent damage to, or alteration of, the original recorded media, it shall not be copied,

viewed or otherwise inserted into any device not approved by the departmental MVR technician.

3. When possible and practical, a copy of the original media shall be used for viewing by investigators, staff, training personnel, and the courts (unless otherwise directed by the courts) to preserve the original media in pristine condition.

#### H. Retention of recordings

1. All MVR recordings shall be retained for a period no less than 120 days (Wis Stat. 165.87)
2. Exceptions to the 120-day retention period for MVR recordings are as follows:
  - a. Recordings should be retained until the final disposition of any investigation, case or complaint to which the complaints pertain to any of the following:
    - (1) Death or actual or alleged physical injury to anyone in the recording.
    - (2) An encounter resulting in custodial arrest.
    - (3) A search during a temporary detention pursuant to Wis. Stat. 968.25.
    - (4) An encounter resulting in the use of force except when the only use of force involves the use of a firearm to euthanize an injured wild animal.
3. Recordings used in any criminal, civil or administrative proceeding may not be destroyed except on a final disposition from the court or hearing officer after a determination the recordings are no longer needed, or by an order from the court or hearing officer.
4. Recordings may be retained for a period beyond 120 days if a request or directive to preserve the recordings is made before the expiration of that time period by an officer from this department or another law enforcement agency, prosecutor, defendant, or a court.

#### I. Release of audio/video recordings

1. Requests for release of audio/video recordings shall be processed in accordance with the department release of information policy outlined in Chapter 4 of the policies and procedures manual.

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



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

To: Honorable Mayor and City Council Members

From: Scott J. Kluver, <sup>SK</sup>Administrator

Re: Proposed Certified Survey Map – Blakely

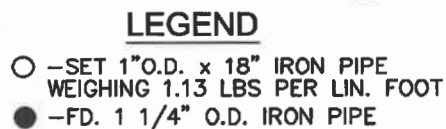
Date: February 13, 2024

Enclosed you will find a copy of a draft certified survey map that would reconfigure a lot owned by Irene Blakely at 803 N. Third Avenue E. You may recall this area as this has recently been the subject of a street vacation and a rezoning in order to create this new buildable lot. These previously approved changes are now coming together for the final step. This would allow Ms. Blakely to construct a new primary structure on this parcel.

In reviewing this, both lots would still conform with R-6 Residential zoning requirements. No nonconformities are created in relation to dimensional standards as all setbacks, frontages, and lot area requirements are met. This change is in compliance with the Comprehensive Plan Land Use Map.

Property taxes are up to date, and utilities are also current. I recommend approval.

**BLOCK 40 OF THE DUPONT PARK ADDITION TOGETHER WITH  
VACATED NINTH ST. E. AND VACATED SUPERIOR AVE., LOCATED  
WITHIN SECTION 32, TOWNSHIP 49 NORTH, RANGE 4 WEST,  
CITY OF WASHBURN, BAYFIELD COUNTY, WI.**



**FIELDWORK COMPLETED:**  
11/13/23



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

BLOCK 40 OF THE DUPONT PARK ADDITION TOGETHER WITH  
VACATED NINTH ST. E. AND VACATED SUPERIOR AVE., LOCATED  
WITHIN SECTION 32, TOWNSHIP 49 NORTH, RANGE 4 WEST,  
CITY OF WASHBURN, BAYFIELD COUNTY, WI.

Surveyor's Certificate

I, Patrick A. McKuen, Professional Land Surveyor S-2992, hereby certify that I have surveyed and mapped; Block 40 of the Dupont Park Addition together with vacated Ninth St. E. and vacated Superior Ave., located within Section 32, Township 49 North, Range 4 West, City of Bayfield, Bayfield County, WI.

That the above described parcel of land contains 13,314 square feet or 0.31 acres.

That I have made this map at the direction of Irene Blakely, OWNER of said lands.

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

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

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

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

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

CITY OF WASHBURN ZONING APPROVAL CERTIFICATE

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

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

**Pine Ridge Land Surveying, LLC.**  
Professional Land Surveying Services  
*Value & Quality in a Timely Manner...*  
PATRICK A. MCKUEN, PLS  
1424 1/2 Lake Shore Dr. W.  
Ashland, Wisconsin  
Phone (715) 682-2969  
WWW.PINERIDGESURVEYING.COM  
PROJECT NO. BLAKELY23 - 32-49-4  
SHEET 2 OF 2 SHEETS

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*To serve as an essential hub of information and support for the citizens of Washburn, anticipating and adapting to meet their current and future needs.*

## 2023 Annual Report Summary

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

---

### Total physical checkouts from the Washburn Public Library

2023 – 23,601

2022 – 24,795

2021 – 19,964    2020 – 15,701

2019 – 36,834

2018 – 38,327

In 2023 we also had an additional 11,128 electronic 'item' checkouts. Nearly 6,000 of those were e-audio books and just over 4,000 were e-books.

Since March of last year, the libraries in the Northern Waters system have offered a free-streaming movie/show service – Kanopy. This is a limited service, yet Washburn patrons averaged 32 'views' a month.

As the library's wireless internet (WI-FI) is on 24 hours a day and accessible from outside the building, its use is important to students and visitors who may need internet access at any time. In 2023 the Washburn Public Library had 7,737 individual uses of the public WI-FI.

Because the Washburn Public Library is a member of the Northern Waters Library Service it can access materials from outside the area, materials that patrons might otherwise not be able to get. In 2023 patrons in Washburn borrowed 5,232 items from other libraries.



Washburn also had 33,723 visits to the library in 2023, and nearly 2,000 people use the meeting rooms in the basement.

The Washburn Public Library finalized its new elevator/lift installation. Continuing to increase accessibility to the building, this new elevator/lift has automatic doors, offering more opportunities for everyone in the community and surrounding areas.

**In 2024 the Washburn Public Library received \$135,419 in City Funding – a slight decrease. In 2023 the Washburn Public Library received \$135,762 in City Funding.**

**In 2024 the Washburn Public Library received \$62,526 in Bayfield County reimbursement funding. In 2023 the Washburn Public Library received \$56,081 in Bayfield County reimbursement funding.**

Because the funding formula from DPI governs a library's ability to request reimbursement from County government the amount spent is of importance. Total operating expenditures in 2023 is \$195,260. Dividing this amount by the number of checkouts we had a cost per checkout of \$8.273. This cost per checkout is not significantly higher nor out of line with other libraries. An increase in cost per checkout does not cost the Washburn taxpayer additional money.

### **2025 budget projection**

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

Of the 2023 circulation 9,950 checkouts are Bayfield County's responsibility. Using the reimbursement formula, the Washburn Public Library can make a 2025 request of \$82,316 at 100-percent. However, Bayfield County could potentially reduce its funding to \$57,621.

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

**If the City holds its funding at the same level the 2025 budget will be no less than \$193,636. - \$135,419/City and \$57,621/County and \$596/Cross-County.**

Total, the 2024 budget is \$198,328.

In 2005 – 19 years ago - when I came here the library budget was \$161,378.

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

*Darrell Pendergrass*

Director

Washburn Public Library

(715) 373-6172

PO Box 248, Washburn, WI 54891

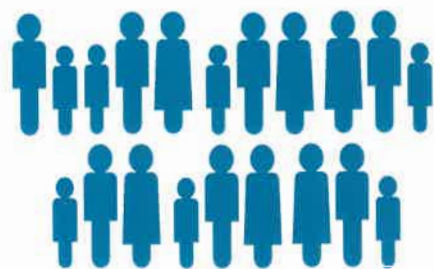
307 Washington Avenue

[dpendergrass@washburn.wislib.org](mailto:dpendergrass@washburn.wislib.org)



# Washburn Public Library

## 2023 in Review



33,723

In-Person Visitors  
1,800 Library Cardholders



34,729

Physical & Digital Library Checkouts!  
23,601 Physical



840

Guests Attended  
114 Programs



6,000

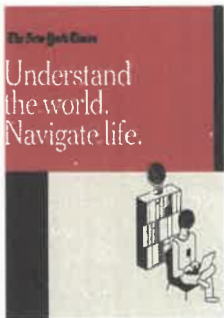
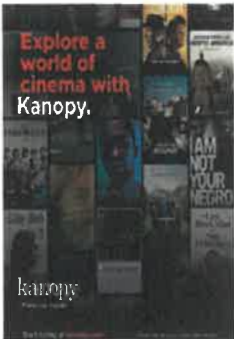
Website Visits



9,107

Internet Sessions  
7,737 on WiFi

### Popular Resources Provided by Our Library



307 Washington Avenue  
715.373.6172  
washburnlibrary.org



Wisconsin Department of Public Instruction  
**PUBLIC LIBRARY ANNUAL REPORT**  
 PI-2401 (Rev. 01-24)  
 S. 43.05(4) & 43.58(6)  
**FOR THE YEAR 2023**

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

Board-approved, signed annual reports for 2023 are due to the DPI Division for Libraries and Technology no later than February 29, 2024.

I. GENERAL INFORMATION					
1. Name of Library Washburn Public Library			2. Public Library System Northern Waters Library Service		
3a. Head Librarian First Name C. Darrell	3b. Head Librarian Last Name Pendergrass	4a. Certification Grade Grade 2	4b. Certification Type Regular	5. Certification Expiration Date 07/31/2028	
6a. Street Address 307 Washington Ave.	6b. Mailing Address or PO Box PO Box 248	7. City / Village / Town Washburn	8a. ZIP 54891	8b. ZIP4 0248	9. County Bayfield
10. Library Phone Number 7153736172	11. Fax Number (715)373-6186	12. Library E-mail Address of Director dpendergrass@washburn.wislib.org			
13. Library Website URL washburnlibrary.org		14. No. of Branches 0	15. No. of Bookmobiles Owned 0	16. No. of Other Public Service Outlets 0	
17. Does your library operate a books-by-mail program? No		18. Some public libraries are legally organized as joint libraries, with neighboring municipalities or a county and municipality joining to operate a library. Is your library such a joint library legally established under Wis. Stat. s. 43.53? No			
20. Square Footage of Public Library 4,845	21a. Did your library or a branch move to a new facility during the fiscal year? No	21b. Did your library or a branch renovate or expand an existing facility during the fiscal year? No		22. UEI Number 159537216	
HOURS OF OPERATION					
	Standard Service with No Restrictions on Building Access	Limited Service		Staff Only (No interior service for the public)	
19a. Winter hours open per week	51	0		0	
19b. Number of winter weeks	26	0		0	
19c. Summer hours open per week	51	0		0	
19d. Number of summer weeks	26	0		0	
19e. Total weeks per year	52	0		0	
19f. Total hours per year for this location	2,652	0		0	

II. LIBRARY COLLECTION									
					a. Number Owned / Leased		b. Number Added		
1. Books in Print <i>Non-periodical printed publications</i>					21,135		1,046		
2. Electronic Books <i>E-books</i>					167,978				
3. Audio Materials					1,785		44		
4. Electronic Audio Materials <i>Downloadable</i>					72,448				
5. Video Materials					3,113		100		
6. Electronic Video Materials <i>Downloadable</i>					402				
7. Other Materials Owned <i>Describe kits, projectors, laptops, tablets</i>					14				
8a. Electronic Collections <i>Locally Owned or Leased</i>					0				
8b. Electronic Collections <i>Purchased by library system or consortia</i>					6				
8c. Electronic Collections <i>Provided through BadgerLink</i>					62				
9. Total Electronic Collections <i>Local, regional, and state</i>					68				
10. Subscriptions <i>Include periodicals and newspapers, exclude those in electronic format</i>					20				
III. LIBRARY SERVICES									
1. Circulation Transactions			c. Circulation of Other Physical Items (subset of 1a.)		2. Interlibrary Loans				
a. Total Circulation		b. Children's Materials			a. Items Loaned <i>Provided to</i>		b. Items Received <i>Received from</i>		
23,601		7,887	10		3,982		5,551		
					Method for Counting ILL Transactions Categorized ILL Transactions				
(Only Total will display when Total ILL Transactions is listed as the Method for Counting ILL Transactions)			Items Loaned to Other Libraries <i>Provided to</i>		Items Borrowed from Other Libraries <i>Received from</i>				
Integrated Library Systems (ILS)			3,766		5,232				
WISCAT			216		319				
Other (includes OCLC, manual tracking or other methods)									
3. Number of Registered Users			d. Overdue Fines		4. Reference Transactions		5. Library Visits		
a. Resident	b. Nonresident	c. TOTAL			a. Method	b. Annual Count	a. Method	b. Annual Count	
1,060	740	1,800	No		Survey Week(s)	520	Actual Count	33,723	
6. Uses of Public Internet Computers							7. Uses of Public Wireless Internet		
a. Number of Public Use Computers	b. Number of Public Use Computers with internet access		c. Method	d. Annual Count	a. Method	b. Annual Count			
7	6		Actual Count	1,370	Actual Count	7,737			
8. Website Visits		9. Electronic Collection Retrieval							
		a. Local	b. Other	c. Statewide	d. Total				
6,000		-1	831	34					
10. Uses of Electronic Materials by Users of Your Library									
a. E-Books	b. E-Audio	c. E-Video	d. Total Uses of Electronic Materials		e. Uses of Children's Electronic Materials				
4,303	5,996	402	10,701		800				

**In-person Programs and Attendance + Live,  
Virtual Programs and Attendance (not asynchronous views)**

**In-person Programs and Attendance + Live, Virtual Programs and Attendance (not asynchronous views)**

	Children (0-5)	Children (6-11)	Young Adult (12-18)	Adult (19+)	General Interest (all ages)	Total
Number of Programs	58	34	12	1	10	115
Total Attendance	388	336	48	24	68	864

**In-Person Programs and Program Attendance Annual Count**

	11a.Children (0-5)	11b. Children (6-11)	11c. Young Adult (12-18)	11d. Adult (19+)	11e. General Interest (all ages)
Number of Programs	58	34	12	0	10
Total Attendance	388	336	48	0	68
	11f. Onsite In-Person - Subtotal	11g. Offsite In-Person - Subtotal	11h. Total		
Number of Programs	102	12	114		
Total Attendance	756	84	840		

11i. Describe the library's in-person programs: story time; arts and crafts; movies; juggling; music shows; readings; nursing home visits

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

	12a. Children (0-5)	12b. Children (6-11)	12c. Young Adult (12-18)	12d. Adult (19+)	12e. General Interest (all ages)	12f. Total
Number of Programs	0	0	0	1	0	1
Total Live Virtual Attendance	0	0	0	24	0	24
Total views of live programs that were recorded and posted for asynchronous viewing	0	0	0	0	0	0

12g. Which platforms does the library use to host the library's live, virtual programs:

12h. Describe the library's live, virtual programs: Jazz Program

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

	13a. Children (0-5)	13b. Children (6-11)	13c. Young Adult (12-18)	13d. Adult (19+)	13e. General Interest (all ages)	13f. Total
Number of Programs	0	0	0	0	0	0
Total Pre-Recorded Program Views	0	0	0	0	0	0

13g. Which platforms does the library use to host the library's pre-recorded programs:

13h. Describe the library's pre-recorded programs:

## IV. LIBRARY GOVERNANCE

Library Board Members. List all members of the library board as of the date of this report. List the president first. Indicate vacancies. Report changes to the Division for Libraries and Technology as they occur. When reporting such changes, indicate the departing board members.

First Name	Last Name	Street Address	City	ZIP+4	Email Address
<b>PRESIDENT</b>					
1. Diane	Posner	920 9th Avenue West	Washburn	54891	sdposner@charter.net
2. Christine	Gaber	610 8th St. West	Washburn	54891	fivebeachbums@centurytel.net
3. John	Hopkins	631 West Bayfield Street	Washburn	54891	District30@cityofwashburn.org
4. Mary	Obrien-Cother	27 East Fifth	Washburn	54891	maryoandsteveo@gmail.com
5. Elsa	Brown	117 4th Street East	Washburn	54891	elsabrown511@gmail.com
6. Margo	Smith	201 Faulkner Road	Washburn	54891	msmith@washburn.k12.wi.us
7. Les	Alldritt	417 Fifth St. West	Washburn	54891	laldritt@northland.edu
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					

No. of Library Board Members  
Include vacancies in this count

7



**V. LIBRARY OPERATING REVENUE**  
Report operating revenue only. Do not report capital receipts here.

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

Municipality Type	Name	Amount
City	Washburn	\$135,762
Subtotal 1		\$135,762

2. County

a. Home County Appropriation for Library Services Subtotal 2a \$56,081

b. Other County Payments for Library Services

County Name	Amount	County Name	Amount
Ashland	\$661		
Douglas	\$1,481		
Washburn	\$25		
Subtotal 2b			\$2,167

3. State Funds

a. Public Library System State Funds

Description	Amount	Description	Amount
COLLECTION DEVELOPMENT GRANT	\$750	WLA Scholarship	\$0
WLA Membership	\$0	WAPL Scholarship	\$0
b. Funds Carried Forward from Previous Year	\$0	c. Other State Funded Program	0
Subtotal 3			\$750

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

Program or Project	Amount
	\$0
Subtotal 4	\$0

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

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

6. Funds Carried Forward Do not include state aid. Report state funds in 3b above.

\$0

7. All Other Operating Income

\$0

8. Total Operating Income Add 1 through 7

\$195,260

9. What is the current year annual appropriation provided by governing body(ies) for the public library?

\$135,419

10. Was the library's municipality exempt from the county library tax for the report year? Wis. Stat. s. 43.64(2)

Yes





## X. STAFF

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

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

[illegible]

b. Other Paid Staff See *Instructions*

[illegible]

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

a. Persons Holding the Title of Librarian

Master's Degree from an ALA Accredited Program (FTE)

0.00

Other Persons Holding the Title of Librarian (FTE)

1.00

Subtotal 2a

1.00

b. All Other Paid Staff (FTE)

Include maintenance, plant operations, and security

2.05

c. Total Library Staff (FTE)

3.05

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

1. Of the total circulation reported for the library from Section III, item 1, what was the total circulation to nonresidents <i>See instructions for definition of nonresident</i>			12,355
Divide nonresident circulation among the following categories. The total of 2 through 6 below should not be greater than the number reported in item 1 above.		a. Those with a Library	b. Those without a Library
2. Circulation to Nonresidents Living in the Library's County		537	9,950
3. Circulation to Nonresidents Living in Another County in the Library System		1,283	103
4. Circulation to Nonresidents Living in an Adjacent County Not in the Library System		8	11
5. Circulation to All Other Wisconsin Residents		65	6. Circulation to Persons from Out of the State
			398
7. Are the answers to items 1 through 6 based on actual count or survey/sample?	8a. Does the library deny access to any residents of adjacent public library systems on the basis of Wis. Stat. s. 43.17(11)(b)?	8b. If yes, does the library allow residents in adjacent systems to purchase library cards?	
Actual	No		
9. Circulation to Nonresidents Living in an Adjacent County Who Do Not Have a Local Public Library			
Name of County	Circulation	Name of County	Circulation
a. Douglas	4	f.	
b. Washburn	14	g.	
c. Sawyer	7	h.	
d. Ashland	70	i.	
e.		j.	

### XII. TECHNOLOGY

### XIII. SELF-DIRECTED ACTIVITIES, STAFF SERVING YOUTH / ADULTS

1. Self-directed Activities: <i>Planned, independent activities available for a definite time period which introduce participants to any of the broad range of library services or activities that directly provide information to participants.</i>			
	a. Children (0-5)	b. Children (6-11)	c. Young Adult (12-18)
Number of Self-Directed Activities			
Total Self-Directed Activity Participation			
	d. Adult (19+)	e. General Interest (all ages)	f. Total
Number of Self-Directed Activities			
Total Self-Directed Activity Participation			
2. Name and email address of primary staff person who serves as the children, youth, or teen librarian. Only the primary person is displayed here.			
a. First Name	b. Last Name	c. Email Address	
C. Darrell	Pendergrass	dpendergrass@washburn.wislib.org	
3. Name and email address of primary staff person who serves as the librarian for adults. Only the primary person is displayed here.			
a. First Name	b. Last Name	c. Email Address	
C. Darrell	Pendergrass	dpendergrass@washburn.wislib.org	

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



We assure the Public Library System of which this library is a member and the Division for Libraries and Technology, Department of Public Instruction that this public library is in compliance with the following requirements for public library system membership as listed in Wis. Stats.

A check (X) or a mark in the checkbox indicates compliance with the requirement.

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

#### XV. CERTIFICATION

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

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

## STATEMENT CONCERNING PUBLIC LIBRARY SYSTEM EFFECTIVENESS

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

County

Bayfield

The Washburn Public Library Board of Trustees hereby states that in 2023 the Northern Waters Library Service  
*Name of Public Library* *Name of Public Library System / Service*

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

*Indicate with an X one of the above statements*

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

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

## XV. CERTIFICATION

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

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

President, Library Board of Trustees Signature or designee

Name of President or Designee Print or type

Date Signed

➤

Diane

Posner

## COMMENTS

## SECTION II

6. Electronic Video Materials (downloadable)

Increased circulation--2024-02-02

## SECTION III

3c. Registered Users

--2024-01-25

4a. Method Used to Count Reference Transactions

This is the first year collecting this information--2024-02-02

Total Adult Synchronous Programs Ages 19+

Only offered one program--2024-02-02

Total General Interest Synchronous Programs

Offered the same amount of programming--2024-02-02

7

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



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

To: Honorable Mayor and City Council Members  
From: Tony Janisch, Assistant City Administrator *Tony*  
Re: North Coast Community Sailing Lease Agreement  
Date: February 25, 2024

Enclosed you will find a proposed lease agreement for use of Thompson's West End Park by the North Coast Community Sailing (NCCS). NCCS is operated by Recreation and Fitness Resources, Inc., a non-profit in Bayfield that manages the Bayfield Rec Center and also provides sailing instruction to youth and families. Representatives from Recreation & Fitness Resources will attend the Council meeting to provide a presentation of last year's sailing program and to answer any questions.

NCCS has had an agreement with the City for several years to use this space. Typically, this lease has been year-to-year or one season at a time. However, with the upcoming direct legislation referendum and the vagueness in the language of this proposed ordinance, we are proposing a three (3) year lease.

The term of this lease shall be from 2024 thru 2026, and specific to the operation of the program which occurs between May and September of each year.

Past practices for leasing fees have been the cost of one seasonal boat launch pass, as a safety boat is used and moored at the boat launch. This cost is currently \$75.00. If the yearly launch fee increases, so will the yearly lease fee. Payment is due before the beginning of each season.

Exhibit A, of the agreement, will identify the location of the lease where activities will take place and equipment will be stored. With the relocation of the Walking Trail trailhead, this area has been expanded to accommodate the needs of the program.

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



**Recreation and Fitness Resources, Inc. and City of Washburn  
2024 - 2026 Lease Agreement**

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

**1. Premises leased.**

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

The area of land located next to the city owned public boat launch at the corner of Lake Dr. & S 6<sup>th</sup> Ave. W in the proximity of Thompson's West End Park located in Washburn Wisconsin. The area more defined as approximately between 46°39'58.88"N, 90°54'08.59"W to 46°39'59.26"N 90°54'06.92"W, an area of approximately 6,850 sq. ft., or as indicated on the map labeled appendix "Exhibit A", within the outlined area.

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

- 2. Term of lease.** Subject to the termination paragraph 7, below, this lease shall be for a term of three (3) seasons, beginning in May and ending in September. Actual sailing will commence no sooner than June and ending sailing no later than August. The requested weeks in May and September will be used for set up and tear down of equipment. This lease may be renewed on upon mutually acceptable terms of both parties, but this lease shall not automatically renew. See 7. Termination, for terms of ending the lease.

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

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

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

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

**6. Indemnification and Insurance.**

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

**7. Termination.**

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

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

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

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

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

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

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

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

**To the City:**

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

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

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

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

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

CITY OF WASHBURN

By:

RECREATION AND FITNESS RESOURCES, INC.

By:

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

\_\_\_\_\_  
*Print name:* Jacob Kaiser

Attest:

*Print title:* Executive Director

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



## **Exhibit A**

### **NCCS Program Area**

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

8

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



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

To: Honorable Mayor and City Council Members

From: Tony Janisch, Assistant City Administrator *Tony*

Re: West End Playground

Date: February 25, 2024

The Friends of Thompson's West End Playground have begun seeking donations and raising funds for playground replacement. So far, they've raised \$2,650, with another fundraiser occurring in May. The group is also planning to apply for some local grant funding. Throughout the years, there have been previous donations for a playground at West End Park of \$22,589, which brings the current raised amount to \$25,239.

The Game Time playground equipment manufacturer is holding winter promo sales offer. This offer being up to 40% off the cost on select play systems with an additional \$22,000 bonus discount if ordered by Feb. 28<sup>th</sup>. Unlike the offer/grant we were looking at last year, this does not require money-down at the time of order. Payment will need to be received within 30 days after delivery of the play system.

The friend's group has identified the Fall Creek with Mound play system as the preferred choice for the available play systems with this offer. At the Parks Committee meeting in February, they approved a motion to recommend this play system for West End Park.

Like with the playground improvements to Jackie's Field, we seek Council's approval for the play system for West End Park.

I have been in contact with a representative at Game Time and given that council meeting is after their Feb. 28<sup>th</sup> deadline, they are willing to extend their offer for a few weeks for us. I have received a quote with a 45% discount, which is roughly 32% off along with the \$22,000 early bird bonus. As quoted, the cost of the play system with shipping will be \$105,498. This cost does not include installation, ground materials (wood chips), or additional amenities like a swing set, if wanted. However, with this promotional offer, it would reduce the costs by \$77,932.

Funding for this playground was identified on the Top 10 list for a borrowing this year for park improvements. However, if the direct legislation referendum passes in April, this may cause a delay in this borrowing, and the funding may not be available when the play system is received.

I ask Council to approve the Fall Creek with Mound play system for Thompson's West End Park and to make up the difference in costs from fundraising activity with funding from the Park Designated Fund.

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



## Fall Creek with Mound

Fall Creek is an exciting PowerScape play system designed for children ages 5-12. This unit is accessible by ramp and features our Sensory Wave products to promote inclusive play. The Timbers Roofs, Dune mound, and Conifer Climbers add a charming treehouse and nature theming element, making Fall Creek an irresistible playground destination for kids.



## FEATURES AND BENEFITS:

- Designed to provide the highest capacity of any playground, with an industry-leading 49" deck
- Utilizes our patented TruLoc® DirectBolt connections to assure fast and easy installation
- Constructed from heavy-duty materials and backed by the industry's leading warranty

## SPECIFICATIONS

Model PS23021  
Number:

Fall Height: 8' (2.44 m)

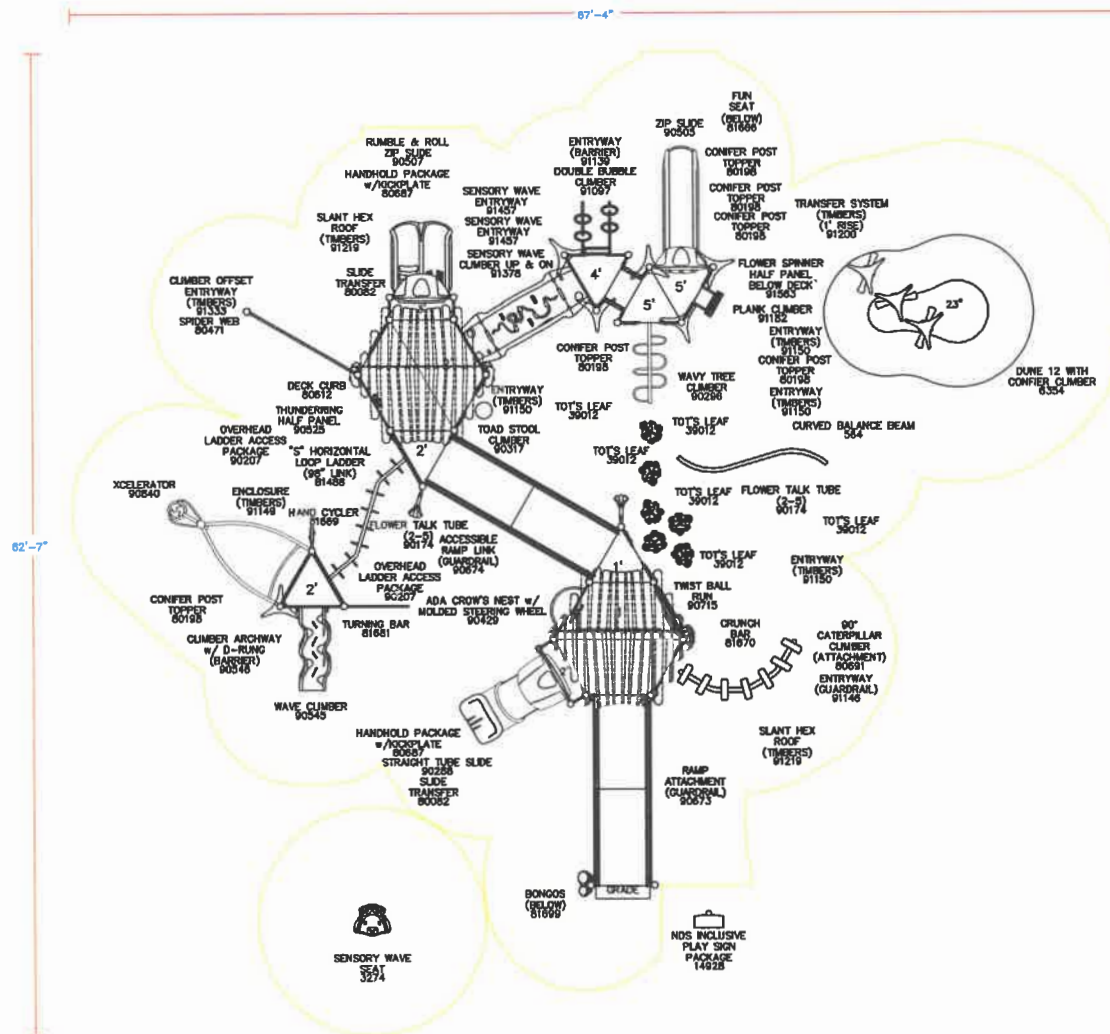
Use Zone: 67'-4" x 62'-7"  
(20.52m x 19.07m)

Age Group: 5 to 12 Years

GameTime offers a limited lifetime warranty on uprights, hardware, and connections. Visit [gametime.com/warranty](http://gametime.com/warranty) for full warranty information.







**GameTime**  
A PlayCore Company  
150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com



### Fall Creek w/ Mound PS23021

Representative

This Unit includes play events and routes or travel specifically designed for special needs users. It is the option of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components	14
Total Elevated Play Components Accessible By Ramp	0
Total Elevated Play Components Accessible By Transfer	9
Total Accessible Ground Level Components Shown	10
Total Different Types Of Ground Level Components	6

Required	0
Required	7
Required	3
Required	3

This play equipment is recommended for children ages  
5 - 12

Minimum Area Required:  
Scale: 1" = 5'-0"  
This drawing can be scaled only when in an 18" x 24" format

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CANCSA-Z-614

Drawn By:  
JDG  
Date:  
11.29.23  
Drawing Name:  
PS23021



MWP Recreation  
 5101 Highway 55, Suite 6000  
 Golden Valley, Minnesota 55422  
 Ph. 800-622-5425 | 763-546-7787  
 Fax 763-546-5050 | info@mnwplay.com

02/14/2024  
 Quote #  
 104662-01-01

## City of Washburn- PS23021- Winter Promo

City of Washburn  
 Attn: Tony Janisch  
 502 W. Bayfield Street, P.O. Box 638  
 Washburn, WI 54891  
 Phone: 715-373-6160  
 asstadmin@cityofwashburnwi.gov

Ship to Zip 54891

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
1	178749	GameTime - Owner's Kit			\$89.00	\$89.00
1	RDU	GameTime - PS23021 [Basic: _____] [Accent: _____] [RotoPlastic: _____] [Deck:Pvc: _____] [Roof: _____] [Cabling: _____] [Accent2: _____] [Tube: _____] [2ColorHDPE: _____] [HDPE: _____] [Arch: _____]	\$173,183.00	45.00	\$95,250.65	\$95,250.65
					<b>Sub Total</b>	\$95,339.65
					<b>Freight</b>	\$10,158.61
					<b>Total</b>	\$105,498.26

### Comments

The pricing is good for Until February 27th which includes the early bird promo. We have to enter the order by February 27th to get the early bird promo.

This quotation is subject to current MWP Recreation (MWP) policies as well as the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to MWP Recreation.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and MWP, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Any changes made to product and/or services after initial order(s) has/have been received by MWP will result in production and/or schedule time frame modifications. Please contact your regional representative to receive a revised schedule for your order/project.

Indemnification; Owner/Owner's Representative will indemnify and hold Minnesota Playground, Inc., dba, MWP Recreation (MWP), harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of Owner/Owner's Representative's negligence or noncompliance with any of its commitments under this document. MWP will indemnify and hold Owner/Owner's Representative harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of MWP's negligence or noncompliance with any of its commitments under this document.





MWP Recreation  
5101 Highway 55, Suite 6000  
Golden Valley, Minnesota 55422  
Ph. 800-622-5425 | 763-546-7787  
Fax 763-546-5050 | info@mnwiplay.com

02/14/2024  
Quote #  
104662-01-01

## City of Washburn- PS23021- Winter Promo

**Excusable Delays/Additional Costs:** MWP, and/or its affiliates, shall be liable for default unless delay of performance, whether supplying materials only or including installation in accordance with our project scope, is caused by an occurrence beyond reasonable control of MWP, and/or its affiliates, such as, but not limited to, acts of Superior Force or the public enemy, acts of Government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers (for transportation of goods whether raw materials or finished product) and attainability of raw materials. Such events resulting in additional costs are not included in quoted amounts and shall be the responsibility of the Owner/Owner's Representative. Any additional costs shall be provided in writing for purchaser's records and shall be due upon payment of invoice.

This quotation is subject to policies in the current GameTime Park and Playground catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime, c/o MWP Recreation.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and GameTime, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Any changes made to product and/or services after initial order(s) has/have been received by GameTime will result in production and/or schedule time frame modifications. Please contact your regional representative to receive a revised schedule for your order/project.

**Pricing:** f.o.b. factory, firm for 15 days from date of quotation. If placing an order after expiration of quote, please contact our office for updated pricing. A tax-exempt certificate is needed at time of order entry for all orders whether from tax-supported government agencies or not. Sales tax, if applicable, will be added at time of invoice unless a tax exempt certificate is provided at time of order entry.

**Payment terms:** net 30 days for tax supported governmental agencies. Should this quotation be forwarded to an agency not listed on this quote, credit terms, as well as other terms and conditions herein, may be need to be altered. For instance, non-tax supported organization purchasing any or all products and/or services quoted herein may require full payment for that amount due at time of order entry. Remaining balance owed by tax supported agency, if any, shall still be net 30 days. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Unless already on file, please include a tax exempt certificate upon order entry whether a tax supported government agency or other.

**Freight charges:** Prepaid & added

**Exclusions:** unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

### Order Information:

Bill To: \_\_\_\_\_ Ship To: \_\_\_\_\_  
Company: \_\_\_\_\_ Project Name: \_\_\_\_\_  
Attn: \_\_\_\_\_ Attn: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Contact: \_\_\_\_\_  
Tel: \_\_\_\_\_ Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_ Fax: \_\_\_\_\_





MWP Recreation  
5101 Highway 55, Suite 6000  
Golden Valley, Minnesota 55422  
Ph. 800-622-5425 | 763-546-7787  
Fax 763-546-5050 | info@mnwiplay.com

02/14/2024  
Quote #  
104662-01-01

## City of Washburn- PS23021- Winter Promo

**Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_ P.O. No: \_\_\_\_\_

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

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Purchase Amount: **\$105,498.26**





**Tony Janisch**

---

**From:** GameTime <hostmaster@gametime.com>  
**Sent:** Tuesday, February 6, 2024 8:18 AM  
**To:** asstadmin@cityofwashburn.org  
**Subject:** Huge Savings on New Playgrounds

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged



## New Year. More Play. Big Savings!

GameTime is offering up to 40% savings on select play systems through March 29, 2024. Choose from over 100 play system designs, including playground towers, inclusive play structures, and more. Act now to lock in the best price of the year!

Offer valid only in the contiguous United States through March 29, 2024.

Shop Now!

Nearly 100 play systems  
are on sale, including  
playground towers like this!



## BONUS SAVINGS - UP TO \$22,000!

Customers who register their project early will receive a bonus discount of up to \$22,000. You must complete our early bird discount form by February 28 to be eligible!

Act Fast and Save More!

GameTime, 544 Chestnut St, Chattanooga, TN 37402, United States

[Unsubscribe](#) [Manage preferences](#)

9



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



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

To: Honorable Mayor and City Council Members

From: Scott J. Kluver, <sup>SK</sup>Administrator

Re: Extension of Lease for County Communication Tower

Date: February 21, 2024

On Woodland Avenue, there is a County communication tower that has transmitters for 911 communications, and there is also a Verizon cellular transmitter on it. This tower is on City land. Back in 2016, there was a desire to upgrade the existing tower on that property, upgrade 911 communications equipment, and to add the cellular provider. After extensive discussion and review, that was agreed to and the City entered into the enclosed 30-year lease agreement with the County to construct and maintain the communications tower on City property.

Now, there is an additional cellular provider that would like to place a transmitter on that tower. The City was always aware of this possibility and has encouraged it. Placement of an additional transmitter is not an issue (we have essentially no say from a zoning perspective and it already exists), but the provider wants a 50-year commitment. As such, Bayfield County is requesting an extension of this agreement through the end of 2074.

I have no objections to the request, and believe it will be in the best interests of the City overall. If the Council agrees, a motion to extend the lease to the end of 2074 would be in order.



## Bayfield County Administrator

117 E 5<sup>th</sup> Street, PO Box 878, Washburn, WI 54891

Ph: 715-373-6181 Fx: 715-373-6153

Mark Abeles-Allison, *County Administrator*  
Kim Mattson, *Finance Director*

Kristine Kavajecz, *Human Resources Director*  
Gail Reha, *Bookkeeper* Paige Terry, *Clerk III*

---

February 2, 2024

Scott Kluver  
City of Washburn

RE: Hillside Tower Lease Agreement

Dear Scott:

Bayfield County is actively marketing the tower on Woodland Drive for additional cell tower companies.

We are in discussions at present with one company. They have requested a 50-year commitment.

The original agreement negotiated by the county and City was for a 30-year term expiring in 2046. Would you consider an extension through December 31, 2074?

Thank you for your consideration.

Mark Abeles-Allison  
*Bayfield County Administrator*

**AMENDED LEASE AGREEMENT  
WASHINGTON HILL TOWER SITE**

The City of Washburn, a Wisconsin municipal corporation, ("the City") and Bayfield County, a political subdivision of the State of Wisconsin, ("the County"), hereby enter into a Lease for a parcel of land ("the Parcel") near the northwest corner of Washington Avenue and Woodland Drive as described below.

**A. PURPOSE.**

The purpose of this Lease is for the City to grant to the County the use of the Parcel to build, operate, and maintain a mobile service support structure ("tower") and mobile service facilities (as those terms are defined in Sec. 66.0404, Wis. Stats.) which will also support public safety radio infrastructure and other public radio communications, including associated buildings, fencing and equipment compounds.

**B. LAND DESCRIPTION.**

The legal description of the Parcel is as follows: A parcel located in the Northeast Quarter of the Northwest Quarter (NE ¼ of the NW ¼) Section 32, Township 49 North, Range 4 West, City of Washburn, Bayfield County, Wisconsin more particularly described as follows:

Commencing at a point where the center line of N Washington Avenue and W Woodland Drive intersect; thence westerly along the center line of W Woodland Drive a distance of 235' feet to the point of beginning; thence northerly on a line parallel with the center line of N Washington Avenue a distance of 195' feet; thence easterly parallel with the center line of W Woodland Drive a distance of 150' feet; thence southerly and parallel with the center line of N Washington Avenue a distance of 195' feet to the center line of W Woodland Drive; thence westerly along the center line of Woodland Drive a distance of 150' feet to the point of beginning; subject to existing highway and street right-of-way's..

**C. TERM.**

The term of this lease shall commence on October 1, 2016, and shall terminate on October 31, 2046. This Lease may terminate earlier at such time as the tower has not been used for the operation of communications equipment for a continuous period of one (1) year. This Lease may be renewed by the mutual written agreement of the parties but shall not automatically renew. Unless otherwise agreed to by the parties, upon termination of the Lease (including any renewals) the County shall remove the tower, buildings, and any additional equipment from the Parcel.

**D. COMPLIANCE WITH ALL PERMIT REQUIREMENTS.**

In addition to all other provisions contained herein, the County shall comply with all provisions of all permits issued by the City in relation to the use of the Parcel for the purposes provided herein. All such provisions are incorporated by reference in this Lease.

#### **E. IMPROVEMENTS AND MAINTENANCE.**

1. The County shall be permitted to cut, brush and do site preparation and maintenance as necessary to protect the equipment, buildings, and stability of the tower.
2. The County shall properly maintain the premises so as to provide a reasonable appearance, protect the safety of area citizens, and provide for the stability of the tower. Specific property maintenance requirements to achieve these ends include but are not limited to:
  - a. Mowing and trimming grass.
  - b. Maintaining the fence.
  - c. Removing dead and downed trees.
  - d. Snow removal as necessary for operations on the Parcel.
  - e. Exterior maintenance on all buildings to prevent and remove any rust, corrosion, rot, or other unsightly conditions.
  - f. Prevention of erosion on the Parcel.
  - g. Compliance with all conditions of the approved Site Plan and Conditional Use Permit.
3. All alterations and repairs on the premises required by the County shall be done at the expense of the County, except for "major expenses" as set forth in par. F(5).
4. The County shall assure the tower is built to current applicable specifications and standards.
5. The County shall be permitted to construct a replacement tower or equipment compounds at such time as may become necessary, provided it complies with all permitting conditions.
6. The County shall maintain the facilities and provide to the City all reports it receives on the tower's structural integrity, and no later than the anniversary date of this Lease in 2020, 2025, 2030, 2035, and 2040, the County shall provide a report by a professional engineer certifying the structural integrity of the tower.
7. The County shall not add any tower lighting without the prior written consent of the City.

#### **F. ASSIGNMENTS AND SUBLEASES.**

1. The County shall not assign this Lease without the written consent of the City.
2. The County shall have the right to develop agreements with tenants on the tower including, but not limited to, cellular providers. The County shall provide to the City, upon the City's request, all documents, correspondence, emails, financial information, and all other records related to the negotiations, agreements, compensation, and payment receipts between the County and all such parties, excluding any privileged communications between the County and its Corporation Counsel or other attorneys.
3. It is understood that while the County intends to encourage other users to collocate on the tower, and to charge private users rent, the County is not obliged to rent tower space to private entity users or to charge rent to other public agencies. The County shall not provide tower space to private entities without charging rent, and shall collect all such rent in cash and not kind, except for the rent abatement provided for in paragraph F(5), below.

4. The City shall have the right, at no charge, to install and maintain at the City's expense a radio transmitter or repeater in the county equipment shelter and associated antenna and coaxial line on the tower, and to install such other equivalent equipment as technological advances may allow as long as space and capacity exists on the tower. The County will pay the cost of electricity for ongoing operations of City equipment.
5. After repayment of the county's expenses, (whether financed or not) for the initial acquisition, to include, but not be limited to, removal of the existing tower, construction of a new tower, its appurtenant facilities and installation of equipment, landscaping and acquisition and installation on the tower of emergency communications equipment, the County shall set aside in a segregated fund ten percent (10%) of all income received from Verizon or from others from renting space on the cell tower, until the balance of the fund reaches \$100,000 (the "tower fund"). This fund shall be reserved for major repair, maintenance, and replacement of equipment necessary for the maintenance of public safety radio communications and for tower and facilities removal (collectively, "major expenses"), and legal expenses as set forth below. Any rent abatement that the County receives, until such time as the removal of the existing tower, the installation of the new tower, the landscaping, and the construction and equipping of the generator and control building is deemed paid for, shall not be considered income. After retirement of the expenses as set forth above, and after deduction of the contribution to the tower fund, all remaining income shall be shared equally between the City and the County. "Major expenses" shall be any repair, maintenance, or replacement item the cost of which is \$5,000 or more. If, after the tower fund reaches \$100,000, the parties draw down the tower fund for allowable expenses as provided herein, the ten percent set-aside shall be re-instituted until the tower fund is replenished to the \$100,000 balance. The parties shall equally share any major expense, and the parties shall mutually agree upon any major expense of \$10,000 or more. Until there are actual deposits to the tower fund from a tower tenant, the County will advance all major expenses and will maintain an account for the City showing the City's share of major expenses which shall be reimbursed to the County upon the start of actual cash receipts from tower rent. Both parties may charge the tower fund for attorney fees and other costs and disbursements related to any litigation challenging the validity of this agreement or of the Conditional Use Permit (CUP) granted by the City to the County and Verizon for the construction and operation of the facilities provided for under this Agreement and the CUP. These charges shall be shown on the City's and County's accounts to be reimbursed upon the start of actual cash receipts from tower rent. At the end of this lease and any extensions, the costs of removal of the tower and related facilities shall be paid from the tower fund. At the end of this lease and any extensions, any positive balance remaining after all allowable expenses under this paragraph have been paid shall be equally divided between the City and the County. At the end of this lease and any extensions, any negative balance on the City's account for expenses under this paragraph advanced by the County shall be reimbursed by the City to the County.
6. The County shall be responsible for assuring compliance with all applicable regulations by any tenant collocating on the tower.

## **G. INSURANCE AND INDEMNIFICATION.**

1. The County shall maintain liability insurance on the parcel, the mobile service support structure, and the mobile service facility and all associated buildings, fencing, and equipment compounds (the "facilities"), and shall name the City as an additional insured for such insurance. The limits of liability shall be no less than those in the City's general liability insurance policies for the City's land and buildings. The City shall supply information showing such limits of liability to the County upon request. The County shall at all times provide the City with a current certificate of insurance showing that such insurance is in place and providing that the insurance shall not be cancelled or reduced without prior notice to the City. If at any time the facilities are not insured or are inadequately insured pursuant to this section, the City may obtain liability insurance for the facilities, the expense of which shall be reimbursed by the County within 30 days of the presentation to the County of an invoice.
2. The County shall indemnify and hold harmless the City for any and all losses, liabilities, notices of injury, claims of damages, claims, demands, damages, fees, penalties, forfeitures, fines, assessments, costs of defense, actions, and causes of action, whether civil, criminal, or regulatory, arising from the use of the Parcel by the County, or the presence of the facilities (as defined in par. G(1), above), or the use or operation by the County or by any of the County's tenants or lessees, of the facilities, excluding any costs allocated to the City under paragraph F(5).
3. The City shall insure its own equipment located on the tower.

## **H. RADIO FREQUENCY EMISSIONS STANDARDS AND TESTING**

1. Emissions. Total radio frequency exposure due to all antennas on the tower shall be no more than 20% of the current Federal Communications Commission's Maximum Permitted Exposure for public areas as measured between zero and 6 feet above ground level at the boundaries of the city owned land on which the Parcel is located.
2. Testing. Radio frequency emissions testing shall be conducted whenever a new transmitter is installed on the tower, but no less frequently than once each calendar year. The cost of testing whenever a new transmitter is installed shall be borne by the company or agency installing the transmitter. The cost of annual testing shall be treated as a "major expense" under Paragraph F(5).
3. Modelling. Theoretical modelling by a consultant mutually acceptable to the City and the County shall be performed each time any transmitting equipment is proposed to be placed on the tower. The cost of such modelling shall be borne by the company or agency proposing to install the transmitter. No additional transmitter shall be placed on the tower if the modelling predicts that the additional equipment will cause emissions to exceed the limits prescribed in Paragraph H(1).
4. Correction of excessive emissions. If at any time testing shows that emissions exceed the limits prescribed in Paragraph H(1), the County and its tenants shall immediately reduce power from one or more transmitters so as to be in compliance with the limits prescribed in Paragraph H(1) and shall operate at those reduced power levels until such time as modifications and/or repairs to

operations on the tower are performed so as to bring the total emissions into compliance with the limits prescribed in Paragraph H(1). The County and its tenants shall achieve and document such reductions by additional emissions testing no later than sixty (60) days from the date the County is provided notice that the emissions exceed the limits prescribed in Paragraph H(1).

5. Public access. All reports detailing the results of radio frequency emissions testing and theoretical modelling prescribed in this Paragraph shall be made available to members of the public upon request.

#### I. TERMINATION.

1. This lease shall be subject to re-negotiation at the time any state or federal regulatory authority requires tower lighting.
2. Termination is controlled by Sec. 704.17(3), Wis. Stats.

**J. NOTICES.** Any notice that may or must be given pursuant to this Lease shall be given as follows, unless a party notifies the other in writing of a change:

To the County:

Bayfield County  
County Administrator  
117 East Fifth Street  
P.O. Box 878  
Washburn, WI 54891

To the City:

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

IN WITNESS WHEREOF, the City of Washburn and the County of Bayfield by their respective officers have signed and countersigned this instrument, pursuant to authority duly granted by the City's Common Council and the County's County Board, respectively.

CITY OF WASHBURN, WISCONSIN

By

  
Scott Griffiths, Mayor

Date

  
10/7/16  
06 sk

Attest

  
Scott Kluver, City Clerk

Date

10 06 16

8/1/2016



BAYFIELD COUNTY, WISCONSIN

By Dennis W. Pocernich  
Dennis Pocernich, County Board Chair

10/6/16  
Date

Attest Scott S. Fibert  
Scott S. Fibert, County Clerk

10/6/16  
Date

STATE OF WISCONSIN )  
 )ss.  
BAYFIELD COUNTY )

Personally came before me this 6 day of  
October, 2016, the above named  
Scott Griffiths and Scott Kluver, as Mayor and  
City Clerk of Washburn, respectively, to me  
known to be the persons who executed the  
foregoing instrument and acknowledged the same.

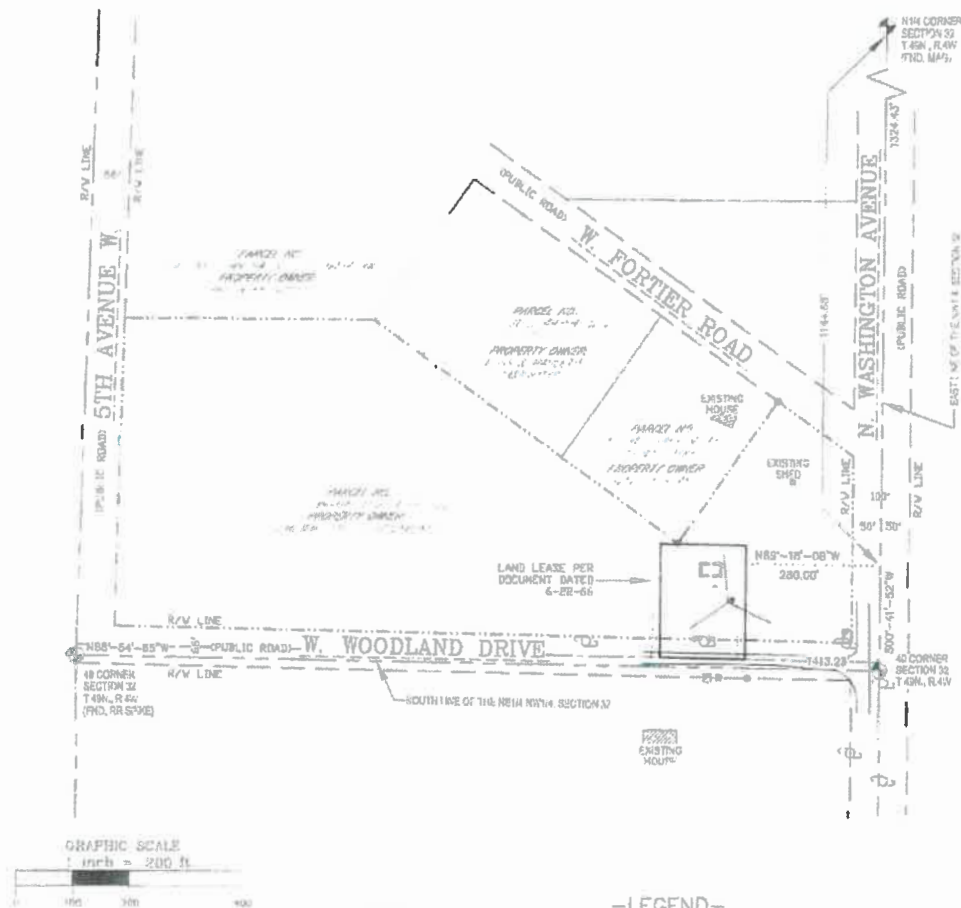
STATE OF WISCONSIN )  
 )ss.  
BAYFIELD COUNTY )

Personally came before me this 6<sup>th</sup> day of  
October, 2016, the above named  
Dennis Pocernich, County Board Chairman and  
Scott Fibert, County Clerk for Bayfield County,  
to me known to be the persons who executed the  
foregoing instrument and acknowledged the same.

Klaudia M. Bellale  
Notary public, State of WI  
My commission expires 9-11-20

Klaudia M. Bellale  
Notary Public, State of WI  
My commission expires 9-11-20





#### -LEGEND-

- 4" X 18" IRON PIPE SET
- 1" IRON PIPE FOUND
- 6" NAIL SET
- ⊕ COUNTY MONUMENT FOUND
- ⊕ EXISTING POWER POLE
- ⊕ TELEPHONE PEDESTAL
- ⊕ METAL POST
- OPL --- OVERHEAD ELECTRIC
- - - BURIED TELEPHONE
- PROPERTY LINE

CALL 2306223 HOTLINE TOLL FREE  
(TOLLFREE-750)  
OFFICE BY JUNE 2  
10:00 AM AND 7:00 PM



#### -VICINITY MAP-



#### EXISTING TOWER BASE

LATITUDE: 48°-41'-04.73"  
LONGITUDE: 90°-53'-44.14"  
(Per North American Datum of 83/2011)  
Top of Whip Antenna 3 Elevation: 1050.5'  
(Highest Point)  
Top of Tower Elevation: 1043.5'  
Ground Elevation: 928.5'  
(Per North American Vertical Datum of 1988)

#### PROPOSED TOWER BASE

LATITUDE: 48°-41'-05.00"  
LONGITUDE: 90°-53'-44.51"  
(Per North American Datum of 83/2011)  
Ground Elevation: 927.7'  
(Per North American Vertical Datum of 1988)



#### WETLAND NOTE:

-THE PRESENCE AND LOCATION OF WETLANDS HAS NOT BEEN DETERMINED ON THIS PROPERTY. WETLANDS SHOULD ONLY BE DETERMINED BY ACTUAL FIELD DELINEATION PERFORMED BY A QUALIFIED WETLAND SPECIALIST.

#### SURVEY NOTES:

-THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VIOLATION FROM THE LOCATION SHOWN.

-THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.

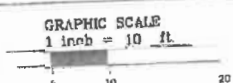
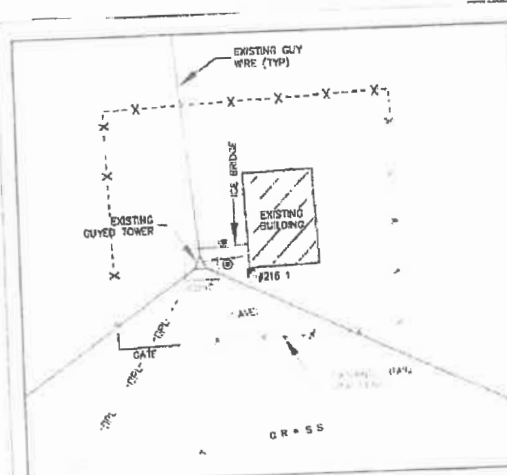
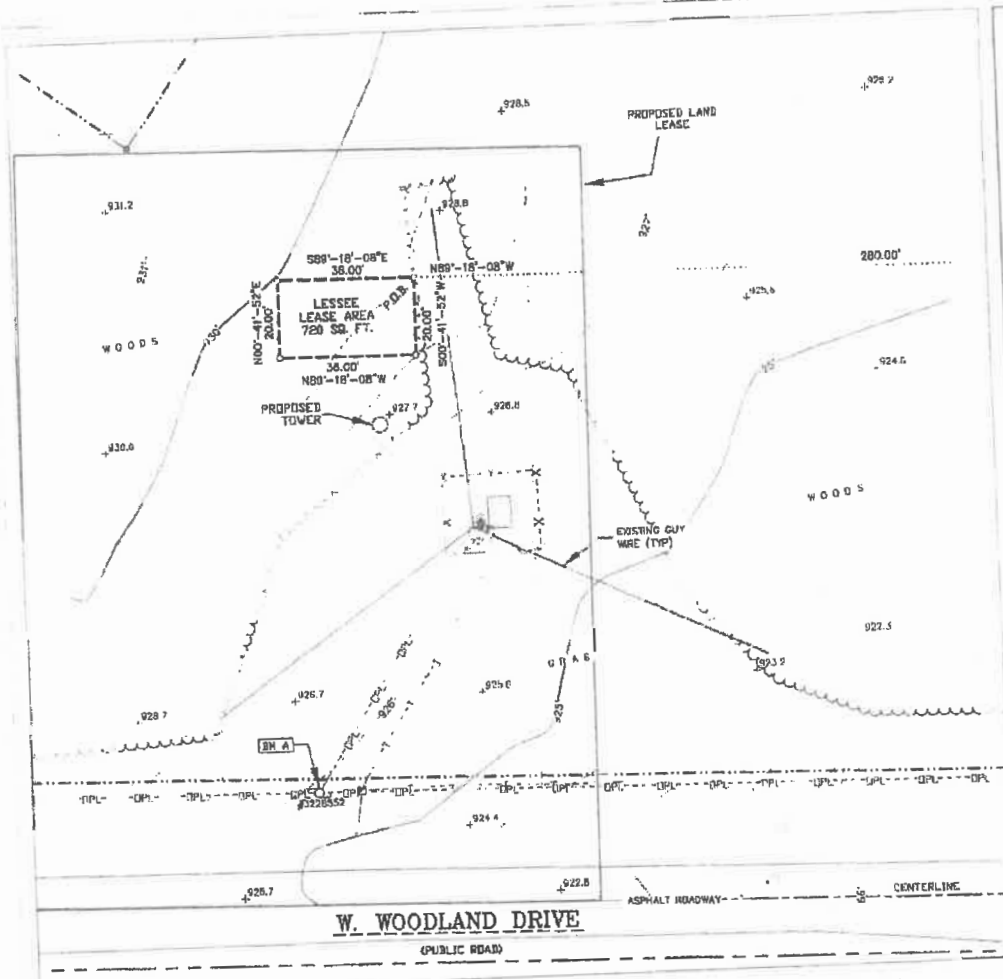
I, Steven C. DeJong, hereby certify that none of the property described herein is within a flood plain as defined by FEMA.

#### SURVEYOR'S CERTIFICATE

I, Steven C. DeJong, Professional Land Surveyor (of Mendota Surveying, LLC, certify that I have surveyed the described property and that this map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 30<sup>th</sup> day of September, 2015.

STEVEN C. DEJONG  
STEVEN C. DEJONG, S-9761  
WISCONSIN PROFESSIONAL LAND SURVEYOR



- LEGEND-**
- 1" x 18" IRON PIPE SET
  - 1" IRON PIPE FOUND
  - ⊞ 6" NAIL SET
  - ⊞ COUNTY MONUMENT FOUND
  - ⊞ EXISTING POWER POLE
  - ⊞ TELEPHONE PEDESTAL
  - ⊞ METAL POST
  - OPL- OVERHEAD ELECTRIC
  - T- BURIED TELEPHONE
  - - - PROPERTY LINE

BEARINGS REFERENCED TO THE  
BAYFIELD COUNTY COORDINATE SYSTEM  
AND THE EASTING AND NORTHING OF  
SECTION 16, T. 14N. R. 48W. WHICH  
BEINGS S30°-41'-52"W

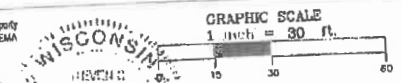
I, Steven C. DeLong, hereby certify that none of the property described herein is within a flood plain as defined by FEMA.

**SURVEYOR'S CERTIFICATE**

I, Steven C. DeLong, Professional Land Surveyor of Wisconsin, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

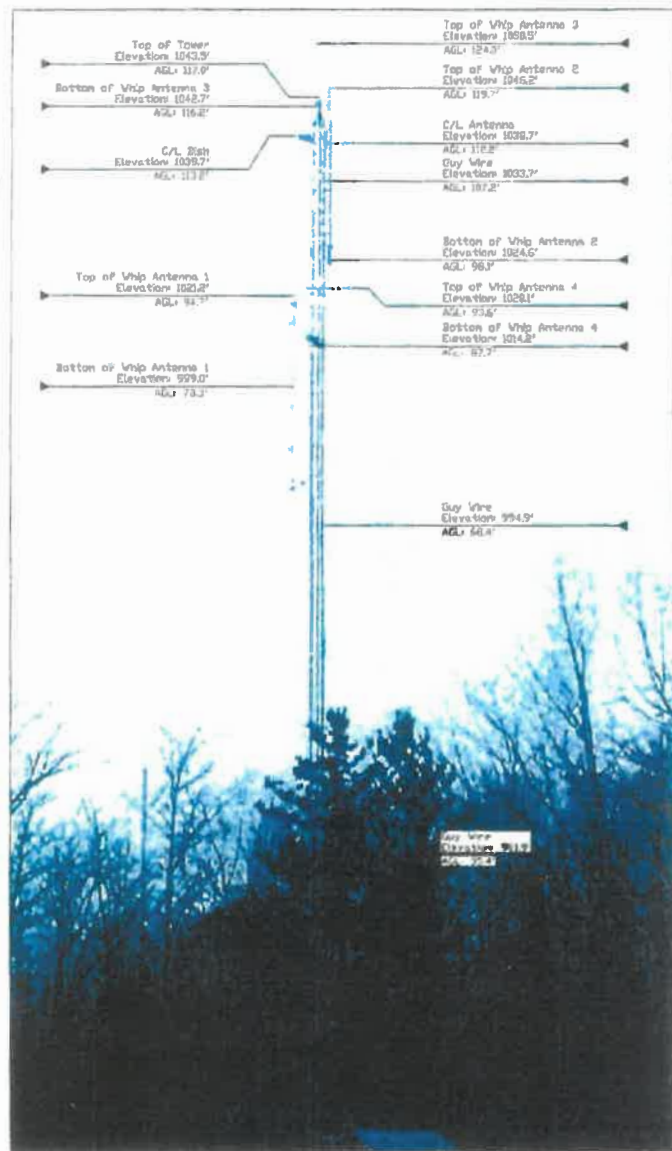
Dated this 30<sup>th</sup> day of SEPTEMBER, 2018.

Steven C. DeLong  
WISCONSIN PROFESSIONAL LAND SURVEYOR  
Steven C. DeLong, S-2791



**BENCHMARK INFORMATION**

SITE BENCHMARK (BM A)  
SET 4" NAIL IN NORTH FACE OF POWER  
POLE 63228552; ±1' ABOVE GROUND LEVEL  
ELEVATION: 927.34'



SHCO  
SEPTEMBER 30, 2006



# LESSEE LEASE AREA

A part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Thirty-Two (32), Township Forty-Nine (49) North, Range Four (4) West, City of Washburn, Bayfield County, Wisconsin containing 720 square feet (0.017 acres) of land and being described by:

Commencing at the North Quarter Corner of said Section 32; thence S89°-41'-52"W 1144.56 feet along the east line of the NW1/4 of said Section 32; thence N89°-18'-08"W 280.00 feet to the point of beginning; thence S00°-41'-52"W 20.00 feet; thence N89°-18'-08"W 36.00 feet; thence N00°-41'-52"E 20.00 feet; thence S89°-18'-08"E 36.00 feet to the point of beginning; being subject to any and all easements and restrictions of record.

## PARENT PARCEL

ALL THAT PARCEL OF LAND IN CITY OF WASHBURN, BAYFIELD COUNTY, STATE OF WISCONSIN, AS MORE FULLY DESCRIBED IN DEED BOOK 49, PAGE 153, ID# 0429124904322010002000, BEING KNOWN AND DESIGNATED AS

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION THIRTY-TWO (32), TOWNSHIP FORTY-NINE (49) NORTH, RANGE FOUR (4) WEST.

EXCEPTING AND RESERVING THEREFROM ALL THAT PROPERTY CONVEYED FROM CITY OF WASHBURN TO ST. LOUIS CATHOLIC CONGREGATION BY DEED DATED 03/25/1920 AND RECORDED 05/03/1920 IN DEED BOOK 95, PAGE 391, COUNTY OF BAYFIELD, STATE OF WISCONSIN.

EXCEPTING AND RESERVING THEREFROM ALL THAT PROPERTY CONVEYED FROM CITY OF WASHBURN TO SAINT LOUIS CONGREGATION BY DEED DATED 01/07/1936 AND RECORDED 03/24/1936 IN DEED BOOK 127, PAGE 484, COUNTY OF BAYFIELD, STATE OF WISCONSIN.

EXCEPTING AND RESERVING THEREFROM ALL THAT PROPERTY CONVEYED FROM CITY OF WASHBURN TO RICHARD V. BRATLEY BY DEED DATED 11/1/1973 AND RECORDED 11/07/1973 IN DEED BOOK 263, PAGE 98, COUNTY OF BAYFIELD, STATE OF WISCONSIN.

EXCEPTING AND RESERVING THEREFROM ALL THAT PROPERTY CONVEYED FROM THE CITY OF WASHBURN TO JAMES H. KETTNER AND GERTRUDE L. KETTNER, HIS WIFE, AS JOINT TENANTS BY DEED DATED 06/1/1974 AND RECORDED 07/02/1974 IN DEED BOOK 270, PAGE 90, COUNTY OF BAYFIELD, STATE OF WISCONSIN.

EXCEPTING AND RESERVING THEREFROM ALL THAT PROPERTY CONVEYED FROM CITY OF WASHBURN TO THOMAS D. EMBERTSON AND PAULETTE H. EMBERTSON, HIS WIFE, AS JOINT TENANTS BY DEED DATED 06/10/1976 AND RECORDED 06/10/1976 IN DEED BOOK 299, PAGE 433, COUNTY OF BAYFIELD, STATE OF WISCONSIN.

EXCEPTING AND RESERVING THEREFROM ALL THAT PROPERTY CONVEYED FROM CITY OF WASHBURN TO LAWRENCE C. YOUNG AND LORRAINE YOUNG, HIS WIFE, AS JOINT TENANTS BY DEED DATED 10/19/1976 AND RECORDED 10/19/1976 IN DEED BOOK 295, PAGE 110, COUNTY OF BAYFIELD, STATE OF WISCONSIN.

EXCEPTING AND RESERVING THEREFROM ALL THAT PROPERTY CONVEYED FROM THE CITY OF WASHBURN TO RICHARD T. MOCKLER AND LORRAINE M. MOCKLER, HIS WIFE, AS JOINT TENANTS BY DEED DATED 05/24/1977 AND RECORDED 05/24/1977 IN DEED BOOK 302, PAGE 12, COUNTY OF BAYFIELD, STATE OF WISCONSIN.

EXCEPTING AND RESERVING THEREFROM ALL THAT PROPERTY CONVEYED FROM CITY OF WASHBURN TO JAMES M. WATT AND JODY A. WATT, HIS WIFE, AS JOINT TENANTS BY DEED DATED 07/27/1979 AND RECORDED 07/27/1979 IN DEED BOOK 330, PAGE 268, COUNTY OF BAYFIELD, STATE OF WISCONSIN.

EXCEPTING AND RESERVING THEREFROM ALL THAT PROPERTY CONVEYED FROM CITY OF WASHBURN TO GARY M. FOSS AND KRISTIN C. FOSS, HIS WIFE, AS JOINT TENANTS BY DEED DATED 09/09/1980 AND RECORDED 09/30/1980 IN DEED BOOK 344, PAGE 307, COUNTY OF BAYFIELD, STATE OF WISCONSIN.

EXCEPTING AND RESERVING THEREFROM ALL THAT PROPERTY CONVEYED FROM THE CITY OF WASHBURN TO THOMAS D. EMBERTSON AND PAULETTE H. EMBERTSON, HUSBAND AND WIFE, AS JOINT TENANTS BY DEED DATED 01/13/1981 AND RECORDED 01/13/1981 IN DEED BOOK 347, PAGE 439, COUNTY OF BAYFIELD, STATE OF WISCONSIN.

TOWN OF WASHBURN BY FULL SIMPLE DEED FROM EMELINE E. VAUGHN MARQUIS, FORMERLY EMELINE E. VAUGHN AS SET FORTH IN BOOK 49 PAGE 153 DATED 09/08/1902 AND RECORDED 10/23/1902, BAYFIELD COUNTY RECORDS, STATE OF WISCONSIN.

THE BOARD OF SUPERVISORS OF THE TOWN OF WASHBURN BY FULL SIMPLE DEED FROM EMELINE VAUGHN MACKINSON, FORMERLY EMELINE E. VAUGHN AS SET FORTH IN BOOK 23, PAGE 420 DATED 11/09/1892 AND RECORDED 01/04/1893, BAYFIELD COUNTY RECORDS, STATE OF WISCONSIN.

## TITLE REPORT REVIEW

Title Report: AMC Settlement Services

Commitment No. 11194073

Effective Date: June 22, 2015

Fee Simple Title Vested In: TOWN OF WASHBURN AND THE BOARD OF SUPERVISORS OF THE TOWN OF WASHBURN

NOTE: The Statement of Applicability refers to the Lease Site and any Easements pertained Thereunto Where Specific Encumbrances affect the Lease Site and/or a Pertinent Easement, they are identified as such Schedule B-11

(1-9) These are General Statements and not Specific Encumbrances.

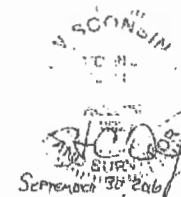
(10) SUBJECT TO AFFIDAVIT BY ROBERT M. SPEARS AS SET FORTH IN INST# 313935 RECORDED 05/26/1977 IN THE BAYFIELD COUNTY RECORDS. This document clears a gap in the chain of title of the parent parcel.

SUBJECT TO AFFIDAVIT BY ROBERT M. SPEARS AS SET FORTH IN INST# 326229 RECORDED 02/01/1979 IN THE BAYFIELD COUNTY RECORDS. This document clears a gap in the chain of title of the parent parcel.

SUBJECT TO CERTIFICATION OF RESOLUTION BY VICKIE E. SWANSON AS SET FORTH IN INST# 426879 RECORDED 05/28/1996 IN THE BAYFIELD COUNTY RECORDS. Interest unknown.

(11) ATTENTION LOAN CLOSER: IMMEDIATELY UPON CLOSING, PLEASE NOTIFY AMCSS FOR MORTGAGE FILING INSTRUCTIONS. PLEASE CALL AMCSS.

(12) THE UNDERWRITER FOR THIS ORDER IS OLD REPUBLIC



10

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



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

To: Honorable Mayor and City Council Members  
From: Scott J. Kluver, Administrator *SK*  
Re: Room Tax Presentation  
Date: February 26, 2024

It is anticipated that Council member McGrath will provide a room tax presentation at the meeting. Because the next Room Tax Commission meeting is on March 5<sup>th</sup>, it is anticipated that materials will be available after that time for that presentation. It is my intention to provide that to you as a supplement next week once that information is received.

**11**

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



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

To: Honorable Mayor and City Council Members

From: Scott J. Kluver, Administrator

Re: Bayfield Street Phase 2 Sidewalk and Design from 3<sup>rd</sup> Avenue East to 8<sup>th</sup> Avenue East

Date: February 26, 2024

At the April 2023 meeting, the Council approved the concept of having sidewalk on the north side of STH 13 to Superior Avenue assuming that the Cinnaire housing project was going to happen. What the Council needs to be aware of is that WisDOT can do this, but only up to 8<sup>th</sup> Avenue East. The DOT has cautioned however that the extension of sidewalk from 3<sup>rd</sup> Avenue East to 8<sup>th</sup> Avenue East will change the profile of the road from rural to urban and add curb and gutter as opposed to a ditch in this location. The cost of this change is about \$1,000,000 of which, with the 80/20 split with the City would cost the City an additional \$200,000. WisDOT has also commented that they need a decision on this as soon as possible, and it may be necessary to push this project to 2028 with this change.

Does the Council want to still proceed with sidewalks in this area? What are your questions?



**April 10, 2023**

**CITY OF WASHBURN COMMON COUNCIL MEETING**

**5:30PM**

**Washburn City Hall & Remote Call-In**

**City Council Members:**

**Present, in-person:**

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

**Present, remote:**

none

**Municipal Personnel:**

**Present in-person:**

Mayor Mary D. Motiff, City Administrator Scott J. Kluver, Assistant City Administrator Tony Janisch, City Attorney Max Lindsey

**Present, remote:**

none

**Absent:**

Mary McGrath

**Call to Order** - Meeting called to order at 5:35PM by Mayor Motiff. Roll call attendance depicted six (6) of seven (7) members of the Common Council in attendance. Quorum of the Council recognized.

**Approval of Minutes – City Council of March 13, 2023** - A motion was made by Neimes to approve the March 13, 2023 minutes of the City Council, second by Novachek. Motion carried unanimously.

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

**Public Comment** – Roth Edwards, 221 W 6<sup>th</sup> St., began by stating that the Bayfield St. Reconstruction Project is much needed and recommends the City spend as much time and energy needed on the project as it can and forgo the open-field glamping project. He then read a statement from past Washburn mayor Edith Merila, who was mayor from 1976-1980 when the Walking Trail was originally built by the community; it was the people's path.

Teena Racheli, 111 W 3<sup>rd</sup> St., first thanked Council for the opportunity to share her comments, then shared her gut feel that the land along the lakeshore trail is beautiful, it is not in the best health. There is erosion and other signs of decline, and it needs tangible actions and policy for a goal of restoration. She continued that the proposed camping project, while interesting, is not environmentally focused. Racheli does not feel that the income generated by this camping wouldn't be a substantial way to address the fiscal needs. The lakeshore walking trail and the land that supports it are truly irreplaceable community treasures and hopes Council decides "No" on recreation camping proposals and instead seek ways to restore the vitality to the lakeshore.

Taura Edwards, 80765 State Hwy 13, ask City Council to think more carefully about the land before moving forward with development. She continued that citizens stepped forward and built the path; the people's path. The area is special and different, and we are fortunate to experience this kind of open space and green space, and to keep it open to the public and the citizens.

**Mayoral Announcements, Proclamations, Appointments** – The Mayor noted the start of warming weather and the heavy snow melt, along with the concern of overflow at the waste treatment plant.

She then encouraged citizens to conserve water and thanked staff for keeping an eye on the situation. The Mayor next recognized and presented certificates to outgoing council members Karen Novachek, Laura Tulowitzky, and Carl Broberg; and thanked them for their service to the citizens of Washburn. The Mayor concluded by nominating John Hopkins, Mike Wroblewski, Karen Novachek, Rick Grubele, and Matt Crowell to the Citizen Participation Committee which is required for the CDBG Grant application. Neimes moved to appoint Hopkins, Wroblewski, Novachek, Grubele, and Crowell to the Citizen Participation Committee, seconded by Broberg. Motion carried unanimously.

**Discussion & Action on Resolution 2023-007 Committing to Match Requirement for Community Development Block Grant Application and Certifying Match Available –** Neimes moved to approve Resolution 2023-007, seconded by Novachek. Motion carried unanimously via a roll-call vote.

**Discussion & Action on Resolution 2023-008 Authorizing Application to the Community Development Block Grant Program –** Novachek moved to approve Resolution 2023-008, seconded by Anderson. Motion carried unanimously via a roll-call vote.

**Discussion & Action on Acceptance of Proposal to Replace City Hall Windows –** Kluver began discussion stating that because energy efficiency is one of the factors in the purchase of windows, the City is exempt from State bidding laws. He continued that two proposals were received for window replacement; both are local manufacturers. John Hipp, H-Window representative, presented to Council, gave costs, and answered questions about their proposal. Next, Ron Anderson, ANDCO Inc. representative, presented, gave costs, and answered questions about their proposal. Discussion began regarding style of window and converting the round-top back to glass, a more historic look, or keeping as such. The Mayor called for a 5-minute break, inviting Council to go outside and look at the current window configuration.

The Mayor called the meeting back to order at 6:35PM. Discussion continued regarding window style and additional costs for varying amenities. Anderson moved to approve H-Window's proposal including awning style and a glass round-top, seconded by Novachek. Motion carried unanimously.

**Presentation of 2022 Library Report – Darrell Pendergrass, Presenter –** Library Director Pendergrass presented the 2022 annual report of the Library. He included that there were 24,795 checkouts in 2022, and that this number can be used to project funding from Bayfield County for 2024, estimating \$58,800. Maziasz asked about computer usage. Pendergrass answered that there has been a decline of usage since before Covid, but that the 24 hr. Free Wi-Fi had received 15,600 individual uses in the last year. Pendergrass added that the elevator repairs have just been completed and for the first time a wheel-bound person can enter the Library and go to the main floor without any assistance.


**Public Hearing, Discussion, & Action on Ordinance 2023-002 Adopting the City of Washburn Comprehensive Plan 2023-2043**

- **Harbor Commission Request to Change Future Land Use Map Re: Lot 48 (Tax ID 32607) from Waterfront Mixed Use to Marina –**

Tulowitzky moved by to open Public Hearing, seconded by Neimes. Motion carried unanimously. Nicholas Suminski, 845 County Hwy C, member of the Harbor Commission, stated that the Harbor Commission voted 7-0 to change the zoning of Lot 48 from Mixed-Use to Marina. He added that the Plan Commission recently voted 4-2 not to change the current zoning. Suminski continued that the current owner of the boat storage buildings at the Marina would like to expand to Lot 48 but could not with the current mixed-use zoning. There has been no interest in this lot since the

Pearl Beach proposal and should show that there is an interest in more marina business. With the cost share agreement for the operation of the marina, this would be a benefit for the Harbor Commission and the City. Suminski concluded that it would be a shame to see the lot still empty five years from now. Roth Edwards, 221 W 6<sup>th</sup> St., stated support for an Architectural Review ordinance at least for Bayfield Street. Broberg moved to closed Public Hearing, seconded by Neimes. Motion carried unanimously.

The Mayor stated that the Plan Commission spent a lot of time reviewing updates to the Comprehensive Plan, and specifically looked at Lot 48 and felt it was not intended for boat storage. Broberg noted that the Plan does include expanding boat storage facilities at the Marina. Discussion began. Broberg added that Lot 48 was the only practical location to expand boat storage, being adjacent to the Marina. If they were to place a building on the Marina property, they would lose outdoor storage for larger commercial boats. Attorney Lindsey noted that the current zoning of Lot 48 does allow for outside boat storage, but not for indoor boat storage. Anderson commented that people want to look at the Lake, not a pole building. Novachek added that there are many views of the lakeshore throughout the City, and the 1.5 acres of Lot 48 does not remove all of the views of Lake Superior. Discussion continued. Broberg moved to change the Future Land Use Map for Lot 48 to Marina Zoning, seconded by Novachek. Motion failed three (3) to four (4). Neimes, Novachek, Broberg voting in favor; Maziasz, Tulowitzky, Anderson voting against; with the Mayor voting nay. Novachek moved to approve Ordinance 2023-002 adopting the City of Washburn Comprehensive Plans 2023-2043, seconded by Anderson. Motion carried unanimously.



**Public Hearing, Discussion & Action on Approval of Recommended Changes to the Land Sale List** – Novachek moved to open the Public Hearing, seconded by Neimes. Motion carried unanimously. Jewel Pickert, 17 E 3<sup>rd</sup> St., asked if Lot 48 was included in the Land Sale List, and if so, she would be in favor of the zoning change to marina. She also commented that it seems like people are not for business and making money for the City. She continued that they were not asking for pole barns along the entire lakeshore, there are many places to see the lake. She concluded wondering why there is such a push to not be for business. Leann House, 329 W 5<sup>th</sup> St., agrees with the previous speaker and wonders why parking RVs and expanding the campgrounds is not going to destroy the view of the lakefront, but putting a metal building by the Marina on Lot 48 will; and which would give revenue to the City. She concluded that if economic development was a concern, why this wouldn't be considered. Novachek moved to closed Public Hearing, seconded by Neimes. Motion carried unanimously. Novachek moved to approve recommended changes to the Land Sale List, seconded by Anderson. Motion carried unanimously.

**Discussion & Action on Bayfield Street Project Phase 2 Design Elements Including Turn Lanes, Bump Outs, and Decorative Features** – Novachek asked about extending a sidewalk to Superior Ave. knowing that the housing development project is not finalized. Kluver responded that the motion for a sidewalk could be contingent on the housing project moving forward. If this is a desired feature, it would be good to know as the design could change the profile of the highway. Novachek moved to approve a Sidewalk on the northside of Bayfield Street to Superior Ave. contingent on the Housing Project, as well as Curve Bump Outs on the westside of E. 3<sup>rd</sup> Ave. for Phase 2 Design, seconded by Tulowitzky. Discussion occurred, including public comments regarding decorative features and the survey being conducted by the Washburn Chamber. Motion carried unanimously.

**Discussion & Action on Contract Amendment with Marina Management Inc. Related to Financial Review/Compilation for 2022** – Broberg moved to approve a Contract Amendment with Marina Management Inc. to allow a compilation for Fiscal Year 2022, seconded by Novachek. Motion carried unanimously.



# Bayfield County, WI



12



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



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

To: Honorable Mayor and City Council Members  
From: <sup>SSK</sup> Scott J. Kluver, Administrator  
Re: Utility UTV  
Date: February 23, 2024

During the approval process for the utility budgets last fall, there was a request to purchase a UTV for utility staff. There were not enough dollars to fund this with the other priority items that needed to be accomplished this year. The reason for the request is that they would like to be able to equip and run with this vehicle so they can be in two places at once and would save wear and tear on their  $\frac{3}{4}$  ton truck especially with this year's project and future projects. We looked at the ability for them to utilize the DPW UTVs, but those are operated largely by the seasonal staff and that would create difficulty in having them get to where they need to be.

So, in thinking through this conundrum, an idea was brought to my attention by the DPW Director. The City is planning to purchase a new tractor with borrowed dollars in the coming months. The price for the intended tractor did not include a trade in of the current tractor because we were not sure when this would occur at the time or what the condition would be of the current tractor. That has now been provided, and we are limiting the use of the current tractor. We are anticipating a trade in of the current tractor of \$20,000. We could use this credit to purchase a new UTV for utilities, and still have a credit of \$7,210 applied against the cost of the tractor or any necessary attachments. Utilities would eventually need to repay the Capital Fund for the charge, so consider it an internal loan. The model intended for purchase is the Kubota RTV520D-HS for \$12,790.28.

If the Council approves this purchase with this method, and our financing goes according to plan, and because the intended equipment is in stock, we could have this equipment in place in June. Please let me know if you have any questions related to this. I would recommend approval.



# Lulich Implement, Inc.

64850 U.S. HWY 63

Mason WI 54856

Phone (715) 746-2477 Fax (715) 746-2978

[www.lulichimplement.net](http://www.lulichimplement.net)

[lulichim@cheqnet.net](mailto:lulichim@cheqnet.net)



February 9, 2024

City of Washburn  
PO Box 638  
Washburn WI 54891  
715-373-6171

## 1996 New Holland 7740S Tractor

- 4 Wheel Drive Front Axle
- Cab/Heat/AC
- 16x16 Pulse Command Transmission
- 3,860 Hours

### Credit Value Price

**\$15,000**

- Front Mount Snowblower to fit New Holland 7740S Tractor

### Credit Value Price

**\$ 5,000**

### Total Credit Values

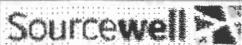
**\$20,000**

\*Credit Value good for 30 days.

Sincerely,  
Lulich Implement, Inc.

*Credit \$7,210.00*

Peter Lulich  
jr



Utility Tractors & Mowers - 031121  
 CE and AG - 040319  
 Utility Vehicles 122220  
 NAPA Arkansas 6600041718  
 NAPA Delaware GSS-17673  
 Nebraska 14777 (DC)  
 Mississippi 8200087336

RTV520D-HS WEB QUOTE #2744623

Date: 2/8/2024 8:20:22 AM

-- Customer Information --

SCHUETTE, GERRY

CITY OF WASHBURN

DPW@CITYOFWASHBURN.ORG

715-373-6171

Quote Provided By

LULICH IMPLEMENT, INCORPORATED

Jackie Roguski

64850 US HWY. 63

MASON, WI 54856

email: lulichim@cheqnet.net

phone: 7157462477

-- Standard Features --

-- Custom Options --



V Series

RTV520D-HS (Orange  
Deluxe)

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

#### GASOLINE ENGINE

Model Kubota GZ520-E3F-UV

2 cyl, 4 cycle OHC

Water cooled

Electronic fuel injection (EFI)

27.8 cu. in.

+17.4 Net Eng HP

#### DIMENSIONS

Width 54.7 in

Height 74.0 in

Length 105.1 in

Wheelbase 70.8 in

Tow Capacity 1168 lbs

Ground Clearance F/R 8.1 in/6.7 in

#### TRANSMISSION

Variable Hydro Transmission

Forward Speeds:

Low 0 - 10 mph

High 0 - 25 mph

Reverse 0 - 10 mph

Rear differential lock

#### CARGO BOX

Width 40.6 in

Length 33.7 in

Depth 11.4 in

Load Capacity 441 lbs

Vol. Capacity 9.0 cu ft

#### OPERATING FEATURES

Rack and Pinion Steering

VHT Plus Transmission

Front Independent Suspension

Rear Semi-independent

Suspension

Brakes - Front/Rear Dry Disc

Rear Brake Lights / Front

Headlights

2" Hitch Receiver - Front & Rear

#### FLUID CAPACITY

Fuel Tank 5.0 gal

Cooling 1.3 qts

Engine 1.43 qts

Transmission 2.38 gal

Brake Fluid 0.21

#### SAFETY EQUIPMENT

OSHA 1928.52 ROPS and seat

belt

Rear Wheel Hand Parking

Brake

Spark Arrestor Muffler

Sound Level - operator's Ear

81.9 dBA

@ max. rpms

#### TIRES AND WHEELS

Heavy Duty Tire F 24 x 9 - 12, 6 ply

R 24 x 11 - 12, 6 ply

RTV520D-HS Base Price: \$12,699.00

(1) PLASTIC CANOPY (MIN ORD QTY=3) \$282.61  
 K7311-99390-PLASTIC CANOPY (MIN ORD QTY=3)

(1) STROBE LIGHT KIT \$318.08  
 77700-V4318-STROBE LIGHT KIT

(2) RTV ROPS MIRROR KIT \$135.36  
 77700-V4358-RTV ROPS MIRROR KIT

(1) BACKUP BEEPER \$177.55  
 K7321-99640-BACKUP BEEPER

(1) RTV 520 REAR WORK LIGHT KIT \$200.55  
 77700-11934-RTV 520 REAR WORK LIGHT KIT

(1) WINDSHIELD (GLASS) / RTV400 / RTV500 \$429.70  
 K7311-99280-WINDSHIELD (GLASS) / RTV400 / RTV500

(1) LOWER WINDSHIELD PANEL RTV400 / RTV500 \$188.06  
 K7311-99290-LOWER WINDSHIELD PANEL RTV400 / RTV500

Configured Price: \$14,430.91

Sourcewell Discount: (\$3,174.80)

SUBTOTAL: \$11,256.11

Dealer Assembly: \$421.67

Freight Cost: \$712.50

PDI: \$400.00

Total Unit Price: \$12,790.28

Quantity Ordered: 1

Final Sales Price: \$12,790.28

**BOLT TO UTILITIES SPECS.**

Final pricing will be based upon pricing at the time of  
final delivery to Sourcewell members.  
Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting  
dealer

\*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 30 days from the date shown on the quote. All equipment as quoted is subject to availability.

30

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100-4100055



# V

KUBOTA MIDSIZE UTILITY VEHICLE

# RTV520

For Earth, For Life  
Kubota




# 13

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



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

To: Honorable Mayor and City Council Members  
From: Tony Janisch, Assistant City Administrator   
Re: Thompson's West End Park Campground Expansion – Archaeological Study  
Date: February 26, 2024

As planning for campground expansion occurs, Cooper Engineering has begun the permitting process to keep things on-task for when we can begin the bidding/construction process. One of the permits needed is a DNR Storm Water permit.

Because of the site location, the DNR is requiring an archaeological study of the area before proceeding with permitting. This was the same requirement for the permitting of the West End Boat Launch improvement project. I have contacted and received a quote from the same company that completed this study, Duluth Archaeology Center, LLC.

The DNR is requesting a Desk Review study first, at which point it will determine if a Field Study is needed. Duluth Archaeology Center has provided a cost for each of these, with a total for both of \$13,982.

I ask for Council's approval to enter a contract with Duluth Archaeology Center for this work, to be paid for with the Park Designated Fund; and subject to the results of the Direct Legislation Referendum.

Please contact me if you have any specific question regarding this.

**SCOPE OF WORK: PHASE IA AND I ARCHAEOLOGICAL INVESTIGATIONS OF THE THOMPSON'S WEST END CAMPGROUND EXPANSION IN WASHBURN, BAYFIELD COUNTY, WISCONSIN**

**I. FIRM NAME** Duluth Archaeology Center. L.L.C.  
5910 Fremont St. Suite 1, Duluth MN 55807

Dr. Susan Mulholland (president)  
tel 218/624-5489, fax 218/249-0765, email archcenter @ aol.com

**II. PROJECT OBJECTIVES**

The objective of the project is to conduct Phase IA archaeological review and Phase I archaeological survey (if needed) of the Thompson's West End Campground Expansion in the City of Washburn, Bayfield County, Wisconsin. The Area of Potential Effects (APE) is the designated parcels in T48N R4W section 5. Phase IA archaeological review will determine 1) if historic properties have been previously recorded in or adjacent to the project APE, 2) if the parcel characteristics indicate potential for unrecorded historic properties within the project APE, 3) if previous disturbance or filling of project ground surfaces can be documented, and 4) potential impacts of the proposed project on recorded or possible unrecorded historic properties. The investigation will be reported to SHPO standards, including recommendations on any additional investigations.

If needed, Phase I archaeological survey will be conducted in the project APE to Wisconsin SHPO standards (Dudzik et al. 2021). Survey will include pedestrian walkover of the entire APE with shovel testing in selected areas.

**IIIA. WORK PLAN – PHASE IA REVIEW**

Contractor will complete the following tasks:

- Task 1: administration  
Contractor will conduct accounting and record keeping.
- Task 2: office review research  
Contractor will conduct background literature research for previous surveys and recorded sites; review topographic and other environmental conditions (from documents) for potential of unrecorded archaeological sites; consider any recorded previous disturbances in the project (as indicated by the client); consider impacts from proposed project on known and unknown historic properties.
- Task 3: reporting  
Contractor will prepare a report to state standards (Dudzik et al. 2021). The report will include recommendations as to any further archaeological investigations needed.

#### Phase IA Project Schedule

Contractor will start work after written authorization from the client by receipt of a contract. Office review will require up to 4 weeks to conduct research and to write the report. Efforts will be made to expedite the review if possible.

### **IIIB. WORK PLAN PHASE I - ARCHAEOLOGICAL SURVEY**

Contractor will complete the following tasks:

- Task 1: administration and prefield  
Contractor will conduct accounting and record keeping; obtain appropriate license/permit from State Archaeologist (land is owned by the City of Washburn).
- Task 2: field survey  
Contractor will conduct archaeological survey in the project APE for indications of archaeological sites using both pedestrian walkover and shovel testing methods as appropriate. Existing structures will be photodocumented for review.
- Task 3: reporting  
Contractor will prepare a report on the results of the survey to SHPO/OSA standards (Dudzik et al. 2012), including site form(s)/updates if appropriate. Records review of reported historic properties in the APE will be done by subcontractor in Madison and supplemented by research at appropriate local historical societies.

#### Phase I Project Schedule

Contractor will conduct survey during depending on weather conditions, after receipt of a signed contract from client. Field survey (maximum of 3 days) will be scheduled in consultation with client, estimated to be in early summer 2024 after the ground thaws. Submission of the final report will be scheduled in consultation with the client.

#### Artifacts

Artifacts from archaeological sites exposed during the project are subject to relevant Wisconsin State laws and regulations. Since the APE is on City land, any recovered artifacts are the property of the State of Wisconsin and will require curation following State standards.

### **IV. BUDGET**

The budgets are prepared on separate sheets. The total is a not to exceed quote; expenses will be charged only as incurred.

#### **V. PERSONNEL**

- Dr. Susan Mulholland: PI and President of DAC  
Registered Professional Archaeologist (RPA)

- Jennifer Shafer: accountant

#### **VI: APPROVED BY**



Name: Susan C. Mulholland

Date: February 12, 2024

Title: President, Duluth Archaeology Center

#### **REFERENCES**

Dudzik, M. J., J. A. Tiffany, and K. P. Stevenson

2012 *Guide for Public Archaeology in Wisconsin: The Wisconsin Archaeological Survey.*  
Wisconsin Archaeological Survey.



**PHASE IA ARCHAEOLOGICAL REVIEW OF THOMPSON'S WEST END  
CAMPGROUND IN WASHBURN, BAYFIELD COUNTY, WISCONSIN**

**ADMINISTRATION & RESEARCH**

Principal Investigator	40 hr. @ \$65.92	\$ 2,636.80
Account Manager	1 hr. @ \$48.31	48.31
Mileage	400 mi. @ \$0.655	262.00
photocopies	250 @ \$0.10	25.00
supplies		25.00
<b>TOTAL TASK 1</b>		<b>\$ 2,997.11</b>

**REPORTING**

Principal Investigator	20 hr. @ \$65.92	\$ 1,318.40
Computer Supervisor	8 hr. @ \$46.45	371.60
Madison research		350.00
Photocopies	150 @ \$0.10	15.00
Report production		10.00
Postage/Delivery		10.00
<b>TOTAL TASK 3</b>		<b>\$ 2,075.00</b>

**TOTAL PHASE IA COSTS** **\$ 5,072.11**

**PHASE I ARCHAEOLOGICAL SURVEY OF THOMPSON'S WEST END  
CAMPGROUND IN WASHBURN, BAYFIELD COUNTY, WISCONSIN**

**PRE-FIELD/ADMINISTRATIVE**

Principal Investigator	10 hr. @ \$65.92	\$ 659.20
Lab technician	2 hr. @ \$47.28	47.28
Account Manager	1 hr. @ \$48.31	48.31
supplies		25.00
photocopies	250 @ \$0.10	25.00
<b>TOTAL PRE-FIELD</b>		<b>\$ 852.07</b>

**FIELD WORK**

Field Supervisor	27 hr. @ \$65.92	\$1,779.84
Lab technician	27 hr. @ \$46.45	1,254.15
Mileage	200 miles @ \$0.655	131.00
Per diem	6 days @ \$50.00	300.00
Lodging	4 nights @ \$120	480.00
<b>TOTAL FIELD WORK</b>		<b>\$3,944.99</b>



**REPORT PRODUCTION**

Principal Investigator	16 hr. @ \$65.92	\$ 1,054.72
Computer/GIS supervisor	6 hr. @ \$46.45	278.70
Lab technician	10 hr. @ \$45.97	459.70
Photocopies	150 @ \$0.10	150.00
Report production		15.00
Postage/Delivery		10.00
<b>TOTAL REPORT PRODUCTION</b>		<b>\$ 1,833.12</b>

**TOTAL PHASE I COSTS W/O CURATION** **\$6,630.18**

**CURATION (UNIVERSITY OF WISCONSIN LA CROSSE)**

Curation fee		\$ 475.00
Principal Investigator	10 hr. @ \$65.92	659.20
Lab Technician	16 @ \$46.45	743.20
Mileage	600 mi. @ \$0.655	393.00
Parking		10.00
<b>TOTAL</b>		<b>\$2,280.40</b>

**TOTAL PHASE I COSTS W/ CURATION** **\$8,910.58**

**TOTAL PHASE I + IA PROJECT**

TOTAL PHASE IA COSTS	\$ 5,072.11
TOTAL PHASE I COSTS W/ CURATION	8,910.58

**TOTAL PHASE I + IA COSTS** **\$13,982.69**

# 14

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



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

To: Honorable Mayor and City Council Members

From: Scott J. Kluver, Administrator *SSK*

Re: ADA Grievance Policy

Date: February 23, 2024

For the past several months I have been working on a USDA compliance review because of utility loans the City has through them. There have been various checks, reviews, discussions, and policies that have been gone over. Enclosed is an additional policy that would be needed as part of our ADA compliance requirements. I recommend approval. Please let me know if you have any further questions.

# **City of Washburn Americans with Disabilities Act (ADA) Grievance Policy/Procedure**

This grievance procedure is established to meet the requirements of the ADA. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Washburn.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number, email address of complainant, and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted as soon as possible, preferably within 60 calendar days of the alleged violation to the City ADA Coordinator (City Administrator): Washburn City Administrator, PO Box 638, Washburn, WI 54891; 715-373-6160 Ext. 4; [administrator@cityofwashburnwi.gov](mailto:administrator@cityofwashburnwi.gov) .

Within 15 calendar days after receipt of the complaint, the Administrator will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days of the meeting, the Administrator will respond in writing, and where appropriate, in a format that is accessible to the complainant, such as large print, or audio tape. The response will explain the position of the City of Washburn and offer options for substantive resolution of the complaint.

If the response by the City Administrator does not satisfactorily resolve the issue, the complainant may appeal the decisions within 15 calendar days after receipt of the response to the Mayor or other designee.

Within 15 calendar days after receipt of the appeal, the Mayor or other designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Mayor or other designee will respond in writing, and where appropriate, in a format that is accessible to the complainant, with final resolution of the complaint.

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



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

To: Honorable Mayor and City Council Members  
From: Tony Janisch, Assistant City Administrator *Tony*  
Re: Alcohol Licensing  
Date: February 26, 2024

Dolgencorp, LLC (dba: Dollar General Store #25335) has applied for an alcohol beverage retail license of Class "A" Fermented Malt Beverage (beer) and "Class A" Intoxicating Liquor to be sold on premise at 1047 W. Bayfield St.

If Council determines that the application has been filed without any major concern or issue, Council is requested to instruct the city staff to issue public notification and to begin the administrative process.

Following this meeting, if instructed, a public notice of this application will be sent to the Ashland Daily Press and alerts will be issued to any interested parties.

Final approval for these licenses would occur at the April meeting.

Form  
AT-106

## Original Alcohol Beverage License Application

FOR CLERKS ONLY

Municipality

License Period

### License(s) Requested

- ☒ Class "A" Beer ..... \$ \_\_\_\_\_ ☒ "Class A" Liquor ..... \$ \_\_\_\_\_
- ☐ Class "B" Beer ..... \$ \_\_\_\_\_ ☐ "Class B" Liquor ..... \$ \_\_\_\_\_
- ☐ "Class C" Wine ..... \$ \_\_\_\_\_ ☐ "Class A" Liquor (Cider Only) \$ 0
- ☐ Reserve "Class B" Liquor \$ \_\_\_\_\_ ☐ "Class B" (Wine Only) Winery \$ \_\_\_\_\_

License Fees	\$
Publication Fee	\$
Background Check	\$
<b>Total Fees</b>	<b>\$</b>

### Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)

Dolgencorp, LLC

2. Trade Name or DBA

Dollar General Store #25335

3. Premises Address

1047 W Bayfield Street

4. County

Bayfield

5. Municipality

Washburn

6. Aldermanic District

Washburn

7. Mailing Address (if different from premises address)

100 Mission Ridge, Attn Tax Licensing, Goodlettsville TN 37072

8. FEIN

61-0852764

9. Wisconsin Seller's Permit Number

456-0000208845-

10. Premises Phone

(205) 924-8336

11. Premises Email

tax-beerandwinelicense@dollargeneral.com

12. Entity Type (check one)

☐ Sole Proprietor

☐ Partnership

☒ Limited Liability Company

☐ Corporation

☐ Nonprofit Organization

13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.

10,566 square foot premises with 8,522 sq ft of sales floor space where alcohol will be stored. Building contains restrooms, staff break room, office, and stockroom.

### Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate ..... ☐ Yes ☐ No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ..... ☐ Yes ☒ No  
If yes, please explain using the space below. Attach additional sheets if necessary.



**Part C: For Corporate/LLC Applicants Only**

1. State of Registration Kentucky		2. Date of Registration 10/08/08
3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Name of Parent Company		FEIN of Parent Company
4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain using the space below. Attach additional sheets if necessary.		
5. Agent's Last Name Allen	Agent's First Name Jessica	Phone 615- 613-6634

**Part D: Individual Information**

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
Sunderland	Steven	CMO	615-855-4000
Taylor	Emily	CMO	615-855-4000
Allen	Jessica	Registered Agent	615-613-6634

**Part E: Attestation**

Who must sign this application?

- sole proprietor      • one general partner of a partnership      • one corporate officer      • one managing member of an LLC

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 		Date 2/2/2024
Name (Last, First, M.I.) Taylor, Emily		
Title CMO	Email tax-beerrandwine@dollargeneral.com	Phone 615-855-4000

**Part F: For Clerk Use Only**

Date application was filed with clerk 2/12/24	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		

# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Sunderland		Steven			
Home Address (street/route)		Post Office	City	State	Zip Code
3609 Hilldale Drive			Nashville	TN	37215
Home Phone Number		Age	Date of Birth	Place of Birth	
615 855 4000		59	2-4-1964	Elmhurst IL	

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

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

which is making application for an alcohol beverage license.

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

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

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Dollar General Corp	100 Mission Ridge, Goodlettsville TN 37072	9/2014	Present
Employer's Name	Employer's Address	Employed From	To

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

  
(Signature of Named Individual)

# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <b>Taylor</b>		(first name) <b>Emily</b>		(middle name)	
Home Address (street/route) <b>1805 Otter Creek Road</b>		Post Office	City <b>Nashville</b>	State <b>TN</b>	Zip Code <b>37215</b>
Home Phone Number <b>615 855 4000</b>		Age <b>47</b>	Date of Birth <b>3-19-1976</b>	Place of Birth <b>Nashville, TN</b>	

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

☐ Applying for an alcohol beverage license as an individual.

☐ A member of a partnership which is making application for an alcohol beverage license.

☒ **Manager** of **Dolence LLC**  
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? **N/A**
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No  
If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No  
If yes, identify. **Manager of - See Attached List**  
(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No  
If yes, identify.

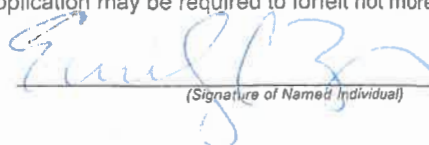
(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name <b>Dollar General Corp</b>	Employer's Address <b>180 Mission Ridge</b>	Employed From <b>04/1998</b>	To <b>Present</b>
Employer's Name <b>N/A</b>	Employer's Address <b>Goodlettsville, TN 37072</b>	Employed From	To

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

  
(Signature of Named Individual)



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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer/member/manager of DOLGENCORP, LLC  
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as  
DOLLAR GENERAL STORE # 25335

(Trade Name)

located at 1047 W Bayfield Street, Washburn, WI 54891

appoints JESSICA ALLEN  
(Name of Appointed Agent)

3995N POPKO CIR E MERCER WI 54547  
(Home Address of Appointed Agent)

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

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

AGENT OF SEE ATTACHED LIST

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 16 YEARS

Place of residence last year MERCER WI

For: DOLGENCORP, LLC  
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]  
(Signature of Officer / Member / Manager)

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

## ACCEPTANCE BY AGENT

I, JESSICA ALLEN, hereby accept this appointment as agent for the  
(Print & Type Agent's Name)

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

[Signature] 1/12/2024 Agent's age 47  
(Signature of Agent) (Date)  
3995N POPKO CIR E MERCER WI 54547 Date of birth 03/09/1976  
(Home Address of Agent)

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

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

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

# Stores Jessica Allen is Agent of

Store	Address 1	City	State	Zip Code	MGR	County
	12512 709 W HOKAH ST	MINONG	WI	54859-931	JESSICA ALLEN	WASHBURN
	12858 9040 N BOUNDARY RD	OLON SPRINGS	WI	54873-810	JESSICA ALLEN	DOUGLAS
	13173 24199 STATE RD 35 70	SIREN	WI	54872	JESSICA ALLEN	BURNETT
	13563 102 E MAPLE ST	SPOONER	WI	54801-168	JESSICA ALLEN	WASHBURN
	14302 216 BELKNAP ST	SUPERIOR	WI	54880-296	JESSICA ALLEN	DOUGLAS
	17495 215 E STATE RD 70	GRANTSBURG	WI	54840	JESSICA ALLEN	BURNETT
	17794 307 HWY 63	SHELL LAKE	WI	54871	JESSICA ALLEN	WASHBURN
	18451 9991 E CENTENNIAL RD	POPLAR	WI	54864	JESSICA ALLEN	DOUGLAS
	18814 10127 N COUNTY HIGHWAY K	HAYWARD	WI	54843-226	JESSICA ALLEN	SAWYER
	18984 16894 W 3RD ST N	STONE LAKE	WI	54876	JESSICA ALLEN	SAWYER
	19533 7447 MAIN ST	DANBURY	WI	54830-841	JESSICA ALLEN	BURNETT
	20333 3715 N CLARK ST	RADISSON	WI	54867	JESSICA ALLEN	SAWYER
	20767 68300 COUNTY HIGHWAY A	IRON RIVER	WI	54847-487	JESSICA ALLEN	BAYFIELD
	23731 305 N ALGOMA ST	BIRCHWOOD	WI	54817-888	JESSICA ALLEN	WASHBURN
	24300 2432 COUNTY ROAD A	WEBSTER	WI	54893	JESSICA ALLEN	BURNETT
	25335 1047 W BAYFIELD ST	WASHBURN	WI	54891	JESSICA ALLEN	BAYFIELD
	25718 26632 LAKELAND AVE N	WEBSTER	WI	54893	JESSICA ALLEN	BURNETT

**DOLGENCORP, LLC – a manager-managed Kentucky limited liability company  
(formerly known as Dolgencorp, Inc. – converted from corporation to LLC)**

The sole member of the LLC is Dollar General Corporation. Notwithstanding that and the managers, the following individuals have been appointed to offices of the company:

Steven G. Sunderland	Chief Executive Officer
Kelly M. Dilts	Chief Financial Officer and Secretary
Roderick J. West	Senior Vice President, Distribution
Barbara L. Springer	Vice President and Treasurer
Hiren Mehta	Assistant Treasurer

**Managers**

Emily C. Taylor  
Steven G Sunderland



WISCONSIN DEPARTMENT OF REVENUE  
PO BOX 8902  
MADISON, WI 53708-8902

**Contact Information:**

2135 RIMROCK RD PO BOX 8902  
MADISON, WI 53708-8902  
ph: 608-266-2776 fax: 608-224-5761  
email: DORBusinessTax@wisconsin.gov  
website: revenue.wi.gov

000004

Letter ID L0866637872

ATTN: TAX DEPARTMENT  
DOLGENCORP, LLC  
100 MISSION RDG  
GOODLETTSVILLE TN 37072-2171

## Wisconsin Department of Revenue Seller's Permit

**Legal/real name:** DOLGENCORP, LLC  
**Business name:** DOLLAR GENERAL STORE # 25335  
1047 W BAYFIELD ST  
WASHBURN WI 54891-9514

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-0000208845-05