

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



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

NOTICE OF FINANCE COMMITTEE MEETING

Monday, August 7, 2023 City Hall 4:30PM

- Committee Review-Monthly Expenditures

NOTICE OF BOARD OF REVIEW

Monday, August 7, 2023 City Hall 5:30PM

AGENDA TO MEET AND ADJORN TO A LATER DATE

- Call to Order/Roll Call
- Adjourn Until October 16 at 5:00 PM

NOTICE OF CITY COUNCIL MEETING

Monday, August 7, 2023 Washburn City Hall 5:30 PM- Immediately Following Board of Review

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/87343015282?pwd=NEZCT2tZdXcvQndNWCI0UFDNDTEpyZz09> by calling 1-888-788-0099 (Toll Free) and entering Webinar ID: **873 4301 5282** with passcode **080723** as opposed to being present for the meeting.

The Council may elect to go into Closed Session for a portion of the meeting pursuant to Wisconsin State Statutes 19.85(1)(e) for deliberating or negotiating the purchasing of public property and for competitive reasons and for personnel & bargaining unit contract matters following which the Council may reconvene back into Open Session to take any action necessary on the closed session items and continue with the agenda.

AGENDA

- Call to Order/Roll Call/Pledge of Allegiance
- Approval of Minutes – City Council – July 10, 2023
- Approval of Monthly Expenditures via Roll Call Vote
- Public Comment
- Mayoral Announcements, Proclamations, Appointments
- Public Hearing, Discussion, and Action on Resolution 23-014 to Vacate the Unopened 9th Street East from Washington Avenue to 3rd Avenue East – Irene Blakely, Petitioner **TAB 1**
- Discussion & Action on Request to Purchase Lot 49 (Tax ID 38430) on Fortier Road – Noah and Molly Siegler, Petitioners **TAB 2**
- Discussion & Action on Clarifying the Name of East Memorial Park Drive **TAB 3**
- Discussion & Action on Creation of Ad-Hoc Committee for Bayfield Street Beautification and Reassignment of Task from Plan Commission **TAB 4**
- Discussion & Action on Acceptance of FEMA Hazard Mitigation Grant for Erosion Control Planning at Memorial Park and approval of Agreement with Fish Creek Restoration LLC for Engineering Services **TAB 5**
- Discussion & Action on Ordinance 23-004 Regarding Camping on Private Property **TAB 6**
- Discussion & Action on Goose Control Efforts at West End Park/Treatment Plan Area **TAB 7**
- Discussion & Action on Acceptance of Bid and Award of Contract for S. 7th Ave. W. Reconstruction Project **TAB 8**
- Discussion & Action on Acceptance of Bid and Award of Contract for Holman Lakeview Drive Stormwater Improvement Project **TAB 9**
- Discussion & Action on Resolution 23-015 for Stormwater Utility Budget Amendment #1
- Discussion & Action on Ordinance 23-005 Establishing a Loan Program for Water and Sewer Lateral Replacements **TAB 10**
- Discussion & Action on Public Works Working Foreman Job Description **TAB 11**
- Closed Session
 - Consideration of Sale of Property- Request to Purchase Lot 49 (Tax ID 38430) on Fortier Road – Noah and Molly Siegler, Petitioners
 - Discussion on Negotiation Points for Successor Agreement with the Washburn Professional Police Association Local 210
- Adjourn

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

July 10, 2023

CITY OF WASHBURN COMMON COUNCIL MEETING

5:30PM

Washburn City Hall & Remote Video Conferencing

City Council Members:

Present, in-person: Tom Neimes, Jennifer Maziasz, Jared Trimbo, John Hopkins,
Mary McGrath, Tracey Snyder, Dave Anderson

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, Police Chief Ken Johnson

Present, remote: none

Absent: none

Call to Order - Meeting called to order at 5:30pm by Mayor Motiff. Roll call attendance depicted six (6) of seven (7) members of the Common Council in attendance. Quorum of the Council recognized. Anderson arriving later, after roll call.

Approval of Minutes – City Council of June 12, 2023 - A motion was made by Neimes to approve the June 12, 2023 minutes of the City Council & Historic Preservation Commission, 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 – Jewel Pickert, 17 E. 3rd St., commented about a proclamation that the Mayor read at the June 12th Council Meeting, specifically the Community for All Proclamation. Pickert stated that this was about inclusivity and that the Mayor mentioned that this was a hot topic at school board meetings and that she read this at the school board meeting. Pickert continued that the Mayor is not in charge of the school board and that school board issues belong at the school board meeting not at a city council meeting. She added that the Mayor is not in charge of lecturing Washburn residents about how they should think or feel. She believed Washburn residents would exhibit best behavior, if best behavior was exhibited toward them. Pickert continued that when reading the proclamation, the Mayor singled out older people; while not giving an age, she assumed it was anyone older than the Mayor is; and implied that older people were intolerant. She concluded that the US Constitution gives all citizens the freedom of speech, not just special interest groups, and that the Constitution supersedes any proclamations.

Mayoral Announcements, Proclamations, Appointments – There were no mayoral announcements, proclamations, or appointments.

Discussion & Action on Authorization to Bid Holman Lakeview Drive Stormwater Improvement Project – Maziasz moved to approve to authorize bidding for the Holman Lakeview Dr. Stormwater Improvement Project, seconded Neimes. Maziasz commented that improving the stormwater system in the City is a good thing. Motion carried unanimously.

Maziasz made a motion to move the next two items on the agenda, Social Media Policy & Staff Serving on Committee/Commission, later in discussion, seconded by Neimes. Motion carried unanimously.

Discussion & Action on Resolution #23-013 for DNR Outdoor Recreation Grant Application for Campground Expansion – McGrath moved to approve Resolution 2023-013 for support of a DNR Grant Application for Campground Expansion, second by Anderson. Hopkins questioned the price and asked if yurts were necessary. Janisch responded that the requested amount was estimated based on initial costs from the engineer. Maziasz commented that the City's match will likely deplete the Parks Outlay funding, which is nice to have for emergency and community needs. Kluver commented that a portion of the project could be funded with the borrowing for the Bayfield Street Project. Discussion continued. Motion carried unanimously.

Councilor Anderson arrived to the meeting.

Discussion & Action on Extensions of Street Closure and Relaxation of Open Container for Cruise-In at Patsy's Bar on July 11, 2023 – Tammy DeMars, Petitioner – McGrath moved to approve the extension of Street Closure and Relaxation of Open Container request for the Cruise-In at Patsy's, seconded by Neimes. Motion carried unanimously.

Discussion & Review of Social Media Policy - Anderson stated that he's asking for a review of the employee social media policy and if it's in step with current standards. He further asked how other governmental agencies handle social media. Kluver responded that the current policy was provided by the labor attorney and that it is similar to what many communities are using. Anderson asked if any employees have been written up for violating. Kluver answered that it has been brought up to employee in the past. Snyder questioned if this was an appropriate use of Council time. The Mayor answered that this item was requested to be put on the agenda. Anderson responded that there was no need to go through line-by-line, but that he wanted to bring the policy to attention. Discussion continued. Maziasz moved to request the Personnel/Finance Committee review the Social Media Policy, seconded by Neimes. McGrath added to check with the labor attorney for any changes. Motion carried unanimously.

Discussion on Establishment of Policy/Amendment of Ordinances Related to Staff Serving on Committees/Commissions/Council – Anderson asked Attorney Lindsey if a municipality can prohibit paid staff from serving on committees. Lindsey responded that the City can do anything that is not in conflict with State statutes. He gave the example that the City cannot prohibit a firefighter making less than \$25K a year from serving on committees, because this is in State statute; and anything not inconsistent with State code that the City could do. Anderson stated that he brings this up because there may be a conflict of interest of paid staff "with skin in the game" may not be bringing clear and neutral representation of what the community wants or what's best for the interests of the City. The Mayor responded that everyone who serves on committees/commissions comes with a background & perspective and brings this experience, and that it would be very difficult to find people that are completely neutral on all issues. She continued that she has not seen any conflicts of interest; and if there have been, people have been good abstaining on particular issues. Discussion ensued. Maziasz asked what other communities are doing. Lindsey responded that larger cities may have policies in place but that in Northern Wisconsin no city or municipality has this restriction. Anderson encouraged to advise staff that serve on committees/commissions that they are there as a citizen representing the City, not as an employee. The Mayor ended discussion.

Closed Session –

- o **Consideration of Appeal of an Operating License Denial – Frank Means, Petitioner –**
A motion was made by Anderson to go into closed session at 6:32pm pursuant to Wisconsin State Statute §19.85(1)(f), to consider the appeal of an Operating License denial – Frank Means, Petitioner, second by Neimes. Motion carried unanimously via roll call vote.

Mr. Means addressed Council regarding the denial of his application for an Operator's License. Chief Johnson provided comment. Discussion occurred. McGrath moved to grant an Operator's License to Frank Means with the condition that if any new offences occur the license will be recalled, seconded Anderson. Motion carried unanimously.

Anderson moved to reconvene back to Open Session at 6:41pm, seconded by Neimes. Motion carried unanimously.

Presentation on Open Records/Open Meeting Requirements – Cooper Kohlman, Summer Associate with Anich, Wickman & Lindsey S.C law firm, provided a presentation of Wisconsin Public Records Law regarding Open Records & Open Meetings. Kohlman and City Attorney Lindsey provided answers to the Council's questions as the presentation commenced.

Adjourn – Mayor Motiff adjourned the meeting at 7:39 pm.

Tony Janisch
Assistant City Administrator

FINANCE COMMITTEE MEETING 4:30pm

Committee Member Mary McGrath, Tracey Snyder, Tom Neimes reviewed monthly expenditure vouchers.

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City of Washburn
Notice of Public Hearing on Petition to Vacate Street

A Public Hearing will be held at the City Council Meeting, Monday, August 7, 2023, 5:30 P.M., City Hall Building at 119 North Washington Avenue, for public comment on the following issue:

Consider a Petition by Irene Blakely, 803 Third Avenue East., WI 54891, to vacate the unopened 9th Street East from Washington Avenue to 3rd Avenue East.

Council action may be taken on this issue following the public hearing. A copy of the petition is available for public inspection at the Washburn City Hall, 119 Washington Ave, during normal business hours.

Scott J. Kluver
Zoning Administrator

Class 3 Notice – Daily Press Block Ad – June 23, 30 and July 7, 2023
City Hall
Library

CITY OF WASHBURN
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715-373-6160
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To: Honorable Mayor and City Council Members

From: Scott J. Kluver, ^{SK}Administrator

Re: Public Hearing and Resolution to Approve Vacating Request of 9th Street East Between Washington Avenue and 3rd Avenue East

Date: July 25, 2023

After the required public hearing, the Council can take action on the resolution to approve the request to vacate 9th Street East between Washington Avenue and 3rd Avenue East adjacent to Lot 14 of Egan's Subdivision of Block 15 in Vaughn's Division of Townsite of Washburn and Block 40 of the DuPont Park Addition to the City of Washburn.

The Plan Commission recommended approval of this vacation during its last meeting.

You will note that the resolution does not retain utility easement rights as there are no utilities or easements that exist. Retaining rights in this case would defeat the purpose of vacating as the intention is to change the lot configuration and build within that area.

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

**City of Washburn
Common Council
Vacating Resolution**

VACATING RESOLUTION 23-014

WHEREAS, the Common Council of the City of Washburn had been petitioned by Irene Blakely, Washburn, WI for the vacation of:

Return to: City of Washburn
P.O. Box 638
Washburn, WI 54891

9th Street East Adjacent to Lot 14 of Egan's Subdivision of Block 15 in Vaughn's Division of the Townsite of Washburn Together with the Vacated Portion of Superior Avenue (04-291-2-49-04-32-4 00-341-70000), and Block 40 of the Dupont Park Addition to the City of Washburn Together with the Vacated Portion of Superior Avenue (04-291-2-49-04-32-1 00-166-88000),

AND WHEREAS, pursuant to Section 6-2-14 of the Municipal Code of Ordinances, a Public Hearing has been held on said vacation petition; and

WHEREAS, the Common Council of the City of Washburn has determined it to be in the best interest to abandon, discontinue, and vacate, 9th Street East Adjacent to Lot 14 of Egan's Subdivision of Block 15 in Vaughn's Division of the Townsite of Washburn Together with the Vacated Portion of Superior Avenue, and Block 40 of the Dupont Park Addition to the City of Washburn Together with the Vacated Portion of Superior Avenue; and

NOW, THEREFORE, BE IT RESOLVED, 9th Street East Adjacent to Lot 14 of Egan's Subdivision of Block 15 in Vaughn's Division of the Townsite of Washburn Together with the Vacated Portion of Superior Avenue, and Block 40 of the Dupont Park Addition to the City of Washburn Together with the Vacated Portion of Superior Avenue be hereby vacated and discontinued; and,

BE IT FURTHER RESOLVED, that the City of Washburn does **not** retain rights for the operation, maintenance, repair, replacement or extension of municipal utilities, along with other utilities, within the vacated property including the right of ingress and egress for its employees, agents, and contractors.

Resolved this 7th day of August, 2023, by the Common Council of the City of Washburn,

_____ Mary D. Motiff, Mayor	Attest: _____ Scott J. Kluver, City Clerk
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Personally came before me this _____ day of _____, 2023, the above-named Mary D. Motiff and Scott J. Kluver, known to be the persons who executed for the foregoing instrument and acknowledge the same.

Notary Public, Bayfield County, Wisconsin
My Commission expires: _____

Drafted: Scott J. Kluver
Washburn City Administrator/Clerk

July 20, 2023

CITY OF WASHBURN PLAN COMMISSION MEETING

5:40PM Washburn City Hall

COMMISSION MEMBERS: Felix Kalinowski, Leo Ketchum- Fish, Michael Malcheski, Mary Motiff (Zoom), Matt Simoneau, Nicolas Suminski

ABSENT: Dave Anderson

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

Meeting called to order at 5:30 pm by Motiff, attendance as recorded above.

Approval of Minutes – June 15, 2023 Minutes – Motion by Suminski to approve the minutes of June 15, 2023, second by Malcheski. Motion carried 6-0.

Discussion & Action on Request for Special Exception to Enlarge a Non-Conforming Structure, 410 E. 6th St., R-6 District – Marcia Kerry Cook-Lovlien, Petitioner – Petitioner present. Ms. Cook- Lovlien would like to add a 12' x 26' addition off the rear of her home. This property is in R-6 Zoning District. The house is approximately 5' from the front lot line and the current code has a 20' front yard setback. All other setback requirements have been met. Per Article 21-4 Nonconforming structures (b) Enlargement. "A non-conforming structure that is used by a conforming use may be enlarged provided the Plan Commission authorizes such enlargement pursuant to the requirements in Article 7". Ketchum-Fish moves to approve the special exception for a 12' x 26' addition to the rear of the house located at 410 E. 6th St., seconded by Malcheski. Review of Article 7 the Plan Commission considered the following factors: 1) The size of the property in comparison to other properties in the area. **The Commission finds that the property is residential property and is of comparable size to other residential properties in the area.** 2) The extent to which the issuance of the special exception permit would be in keeping with the overall intent of this chapter. **The Commission finds that this exception has been approved in the past, and it will not make the setback violation any worse.** 3) Whether there are any unique circumstances and the nature of those circumstances that warrant the issuance of the special exception. **The Commission finds that house is already existing, and the addition is going to be added to the rear of the home so it will not make the setback violation any greater.** 4) The nature and extent of anticipated impacts to the natural environment that could potentially occur if a special exception was granted. **The Commission finds that there would be no known negative impacts to the natural environment.** 5) The nature and extent of anticipated positive and negative effects on properties in the area. **The Commission finds that there are no known negative effects. Once the project is completed it should be an improvement.** 6) Actions the applicant will undertake to mitigate the negative effects, if any, of the proposed special exception. **None, as there are no known negative effects.** 7) A factor specifically listed under a section of this chapter authorizing the issuance of a special exception. **No factors other than listed.** 8) Any other factor that relates to the purposes of this chapter set forth in s. 1-5 or as allowed by state law. **N/A. Original motion carried 6 to 0.**

Discussion & Action on Plan of Operation, Lakewinds Music, LLC, 409 W. Bayfield Street, C-2 District James Shafstall, Petitioner – Mr. Shafstall is currently operating American Family Insurance in this building, his plan is to move the insurance business to the back of the building and use the front for his new business, Lakewinds Music, LLC, selling, renting and repairing musical instruments along with giving individual and group music lessons. . Malcheski moves to approve the Plan of Operation for Lakewinds Music, LLC at 409 W. Bayfield St., second by Suminski. The Plan Commission then reviewed the applicable standards as follows: 1) The nature of the land use with regard to the number of employees, nature, and extent of truck shipments to and from the site, hours of operation, use of hazardous substances, and other operational characteristics – **The Plan Commission determines that there are no known issues. There are no known hazardous substances or other uncommon operational characteristics.** 2) The nature and extent of anticipated positive and negative effects on properties in the area – **No known negative effects. Positive effect is additional business in town.** 3) Actions the applicant will undertake to mitigate the negative effects, if any, of the proposed land use – **No known negative effects.** 4) Any other factor that relates to the purposes of this chapter set forth in s. 1-5 or as allowed by state law – **None.** 5) List of Conditions Imposed: **None.** Original Motion carried 6 to 0.

Discussion & Action on Façade Loan Draw, 10 W. Bayfield Street, Chequamegon Bait LLC dba Firehouse Bar – Kelsey Lindsey – Ms. Lindsey in attendance. Her request is for \$29,539.45, the full amount of her approved façade loan. Invoices for the front façade, tuckpointing, and brick repair have been provided. Simoneau moves to approve the payment of \$29,539.45, second by Malcheski. Motion carried 6 to 0.

Discussion & Recommendation on Petition by Irene Blakely, 803 Third Avenue East., Washburn WI 54891, to vacate the unopened 9th Street East from Washington Avenue to 3rd Avenue East – Ms. Blakely is in attendance. She is requesting this vacate to give her enough space to be able to divide her property so that a new residential structure could possibly be constructed. The road is very shorty and the vacate would not land-lock any property. Malcheski moves to recommend the approval to vacate the unopened 9th Street East from Washington Avenue to 3rd Avenue to 3rd Avenue East, seconded by Kalinowski. Motion carried 6 to 0.

Motiff adjourns the meeting at 5:46pm.

Respectfully Submitted,
Tammy DeMars
City Treasurer/Deputy Clerk

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To: Honorable Mayor and Plan Commission Members

From: Scott J. Kluver, Administrator

Re: Vacating Request of 9th Street East Between Washington Avenue and 3rd Avenue East

Date: July 10, 2023

Enclosed you will find a request to vacate 9th Street East between Washington Avenue and 3rd Avenue East adjacent to Lot 14 of Egan's Subdivision of Block 15 in Vaughn's Division of Townsite of Washburn and Block 40 of the DuPont Park Addition to the City of Washburn.

This location bisects property owned by Irene Blakely, so no other property owner would be impacted by this. Her intention is to have enough space to be able to divide her property so that a new residential structure could be constructed. This is a very short road, and I have no objection to her concept or the vacation of this segment.

This request would not land-lock any property. The Plan Commission should consider future plans, traffic flow, and potential impacts of development to the surrounding area when considering this request and in making a recommendation back to Council. I am not aware of any utilities or utility easements in this area.

The Council will have final action after the Plan Commission review and a Public Hearing.



PROCEDURES FOR VACATING STREETS AND ALLEYS (by petition)
CITY OF WASHBURN
(Petitions Available from City Clerk)
(Reference WSS §66.1003)

1. Inquiry is made through the City Clerk to City Council and the City Plan Commission and Public Works Department to determine if vacation is possible or if other options are available, and what uses may be allowed on the vacated right-of-way.
2. When a street or alley vacation is granted, the right-of-way becomes private property. The owner(s) on one side of the street/alley obtain ownership of one-half (1/2) of the right-of-way, and owner(s) on the other side obtain ownership of the other half (1/2). If one party wishes to obtain all of the right-of-way, this is strictly a private transaction between the property owners after the vacation occurs. If the petitioner does not own all of the property abutting on both sides of the requested vacation the petitioner must contact the other owners and all must join in signing the petition. If they are also interested in getting the street or alley vacated they may be willing to share the costs of the petition but they are not obligated to do so. If the petition is to vacate a street or a paved alley (that is, any "public way" other than an unpaved alley), the petitioner must also get the owners of one-third of the frontage of the remainder of the public way that lies within 2,650 feet of the ends of the portion to be discontinued to join the petition. **IT IS THE RESPONSIBILITY OF THE PETITIONER TO PROVIDE THE NAMES AND ADDRESSES OF THE ADJACENT PROPERTY OWNERS.**
3. If a vacation petition is submitted **IT MUST BE RECEIVED BY THE CITY CLERK NO LATER THAN THE 4th MONDAY OF THE MONTH PRECEDING THE COUNCIL MEETING AT WHICH IT WILL BE INTRODUCED. THE COMMON COUNCIL MEETS MONTHLY ON THE 2ND MONDAY.** It is strongly suggested that the petition be submitted prior to this deadline. **Fees for vacations are \$250 minimum for an alley and \$400 minimum for a street. A fee of twenty-five cents (\$.25) per square foot is due and payable should the vacation be approved. The vacation documents will not be duly recorded and effective until all fees are paid in full. The minimum fee must be submitted with the petition and is not refundable.**
4. The City Clerk places the petition on the City Council agenda for the Council meeting held on the second (2nd) Monday of the month. Council refers the matter to the City Plan Commission if the petition meets statutory requirements. The City Clerk verifies abutting ownership as provided by the petitioner. The Plan Commission consists of the Mayor, one Council representative, and five citizens chosen to serve three-year terms.
5. A notice that an application to vacate a street or alley has been filed is prepared by the petitioner and is recorded at the Bayfield County Register of Deeds. A copy of the recorded Notice should be provided to the City Clerk. The Register of Deeds will charge \$30 to record the Notice. State law provides that all proceedings to vacate a street or alley are void if this Notice is not recorded.
- NO 6. If the street to be discontinued is within ¼ mile of a state trunk or connecting highway, a copy of the petition must be sent by the City to the Secretary of the Wis. DOT.
7. The City Clerk requests comments on the proposed vacation from the City Public Works Department; the petitioner is required to provide written location of utility lines in the area. The City Public Works Department returns comments and recommendations regarding any impact the vacation may have in the area on such things as traffic flow, garbage collection, and snow removal. (If the requested vacation is adjacent to schools, the Board of Education is also notified.)
8. The agenda for the Plan Commission meeting is prepared by the Mayor (as Chair of the Plan Commission) and the City Clerk with copy to City Council members, local news media, and various other City Departments and interested parties as requested or as determined by the Mayor and City Clerk.
9. Several days before the Plan Commission meeting, the Plan Commission Chairman (Mayor) and City Clerk provides the Plan Commission members with background information about the request, any comments received, etc.

10. The City Plan Commission meets in the Council Chambers of the City Hall Building at a prescribed time. Meetings are open to the public. At the meeting, Plan Commission members review the request and receive comments. A recommendation is made, which is then forwarded to the City Council. A Class 3 Notice (that is, a notice published once a week for three weeks) is published for a public hearing regarding the petition for an upcoming Council meeting.
11. The City Council receives the minutes of the Plan Commission meeting with its recommendation prior to the Council meeting. A public hearing is held at the appropriate Council meeting, and action on the petition can be taken afterwards. Included in all resolutions is a statement that the vacation is subject to all utility easements, future construction and maintenance rights and access, including access rights incidental to those easements.
12. The City does not prepare a deed to transfer the vacated street or alley. Instead, a certified copy of the final resolution is sent by the City Clerk to the Register of Deeds in the Bayfield County Courthouse within several days of its adoption by the City Council. The resolution is recorded in the same manner as a land transaction. The Register of Deeds returns the recorded document to the City Clerk's Office, showing the Document Number, Volume Number, Page Number, and date of the recording. This transaction is later noted by the City Assessor's Office and the Data Processing Department for tax purposes. The City does not prepare a deed for the property owners. After recording, the legal description of all parcels of property abutting the vacation will be shown with the words "and alley vacated" or "and (street name) vacated". Copies of the recorded resolution, if needed by the property owners, can be obtained from the City Clerk's Offices for the normal copy service fee.

Adopted as Policy October 11, 1993

Updated December 10, 2014

Separate procedures exist, as required by statutes, for discontinuances initiated by the City.

CITY OF WASHBURN

**PETITION FOR VACATION OF ALLEY(S) OR STREET(S)
CITY OF WASHBURN, WISCONSIN**

To: Mayor, Common Council and City Plan Commission of the City of Washburn, WI 54891

I (We), the undersigned, do hereby petition the City of Washburn to vacate (give street name or general location of street/alley):

Ninth Street East adjacent to Third Avenue
East, South of Block 40 of Dupont Park addition
and north of Lots 12-14 of Egan's Subdivision of
IN SUPPORT THEREOF, the following facts are hereby presented: Block 15

1. **THERE IS ATTACHED a sketch or copy of the plat of the area which depicts the requested vacation. (Map showing the vacation must agree with legal description of property listed in #2 below).**

2. **The property abutting the proposed vacation is legally described as:**

Pin 04.291.2.49. Block 40 of Dupont Park Addition (291-1027-05-000)
04.32.400.
341.76600 Lots 12-14 of Block 15 in Vaughn's Division and
Pin 04.291.2.49. Egan's Subdivision (291-1028-05.000)
04.32.100.
166.88000

3. **Abutting property owner(s) and mailing addresses (see #2 Procedures for Vacation):**

1. Irene H. Blakeby
803 Third Avenue East

2.

3.

4.

5.

4. For all vacations other than unpaved alleys: Property owner(s) and mailing addresses for at least 1/3 of the 2650 feet from each end of the section of road to be vacated (see #2 Procedures for Vacation):

1. _____

2.

3.

4.

6.

5. The undersigned petitioner(s) hereby agree to accept said property described above and shown on the attached sketch or plat, subject to conditions set forth by the City Council and City zoning regulations and including, but not limited to, the right of the City of Washburn and/or utility companies to retain any easement, drainageway, or floodplain land for the purpose of maintaining, conducting or constructing any required existing or future services or facilities on said easement which would serve or protect the public.

6. That the facts presented herein and attached hereto are true and correct to the best of my (our) knowledge.

Submitted this 3rd day of May, 2023.

CIRCULATOR OF THIS PETITION:

Irene H. Blakely
(Signature)

Please Print Below:

Irene H. Blakely
Name of Petitioner
803 Third Avenue East
Address
715.209.5299
Telephone

STATUS (Check Below):

☒ Property Owner _____ Option Holder _____ Owner's Authorized Agent
_____ Contract Purchaser

Please sign and date below and return to me in the envelope included.

I (we) the undersigned, approve of Irene Blakely's request to have the section of 9th Street East vacated that lies adjacent to her lots between Washington Avenue and 3rd Avenue East. Tax IDS 32765 and 32756

Legal Descriptions of adjacent lots:

Lot 14 of Egan's Subdivision of Block 15 in Vaughn's Division of the Townsite of Washburn Together with the Vacated Portion of Superior Avenue

And

Block 40 of the Dupont Park Addition to the City of Washburn Together with the Vacated Portion of Superior Avenue.

Printed Name: Heather Atherton Date: 6-6-23

Signature: [Signature]

Printed Name: Chris Smier Date: 6-6-23

Signature: [Signature]

Thank you very much!

Irene Blakely

INTENT TO VACATE STREET

Document Number

Document Title

Application to vacate 9th Street East Adjacent to Lot 14 of Egan's Subdivision of Block 15 in Vaughn's Division of the Townsite of Washburn Together with the Vacated Portion of Superior Avenue and Block 40 of the Dupont Park Addition to the City of Washburn Together with the Vacated Portion of Superior Avenue.

Recording Area

Name and Return Address

Irene Blakely
803 Third Ave. E.
Washburn, WI 54891

Parcel Identification Number (PIN)

04-291-2-49-04-32-4 00-341-70000

04-291-2-49-04-32-1 00-166-88000

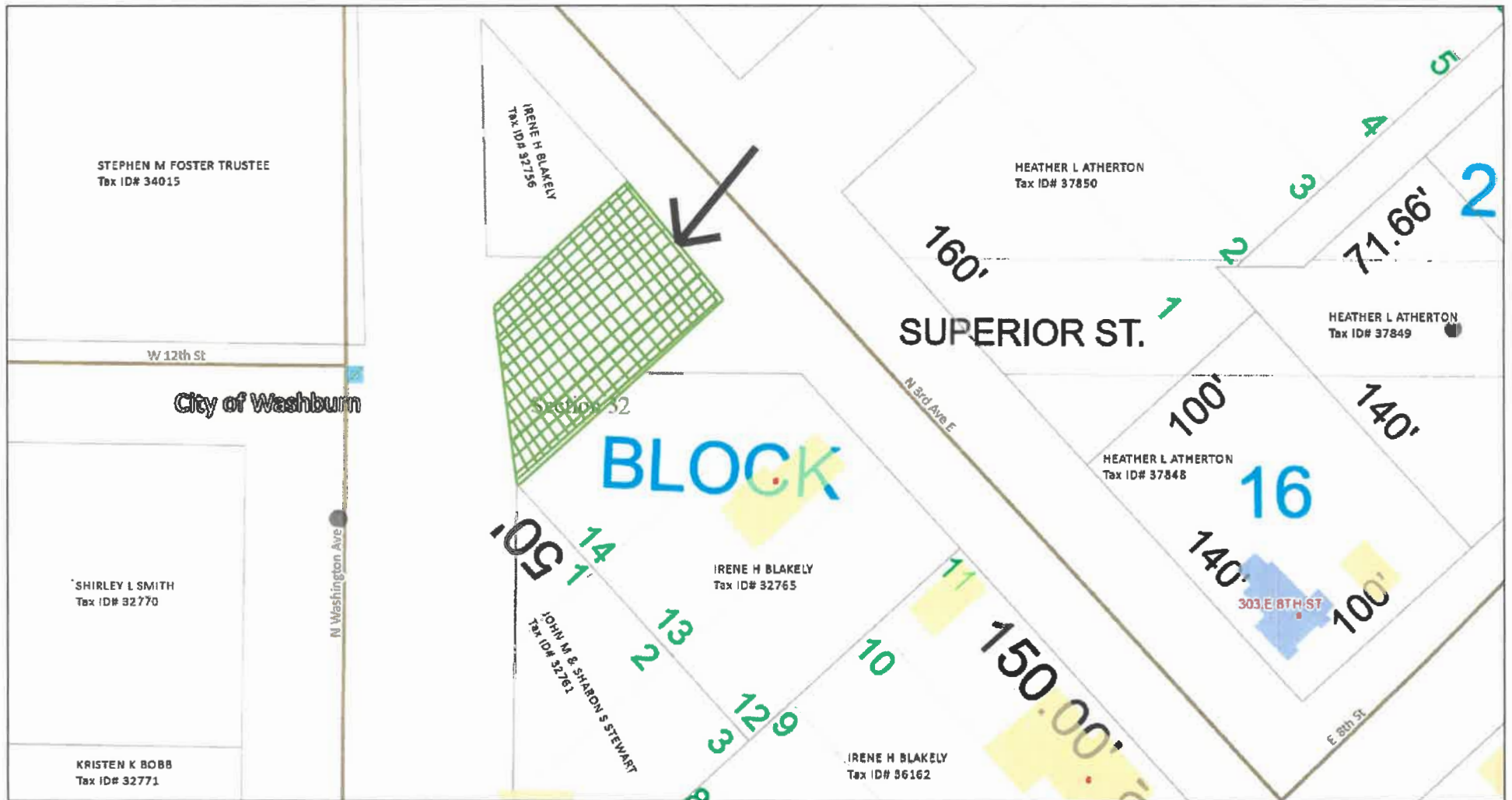
Document Drafted by Scott J. Kluver
City of Washburn

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

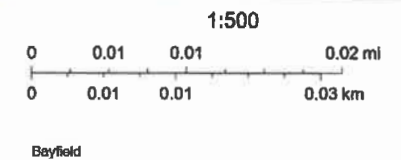
WRDA Rev. 12/22/2010

Bayfield County, WI



6/12/2023, 8:44:31 AM

- | | | | |
|----------------------|-----------------------------|---------------------------------|-------------------------------------|
| Lines | Approximate Parcel Boundary | Survey Maps | Building Footprint 2009-2015 |
| Override 1 | Section Lines | UnRecorded Map | Changed |
| Override 2 | Municipal Boundary | Recorded Map | Existing |
| Override 3 | All Roads | Corner Tie Sheets | Buildings |
| Tie Lines | Town | Section Corner Monument on File | |
| Meander Lines | | | |



CITY OF WASHBURN
PO BOX 638
WASHBURN, WI 54891

Receipt Nbr: 34262
Date: 5/11/2023
Check

RECEIVED FROM IRENE BLAKELY \$400.00

<u>Type of Payment</u>	<u>Description</u>	<u>Amount</u>
Accounting	VACATING FEES	400.00
	STREET VACATING APP. FEE I. BLAKELY	
TOTAL RECEIVED		400.00

2

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



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

To: Honorable Mayor and City Council Members

From: Scott J. Kluver, ^{SSK}Administrator

Re: Property Purchase Request Lot 49 – Noah & Molly Siegler

Date: July 14, 2023

Enclosed you will find a request to purchase Lot 49, bounded by Fortier, Washington Ave, and Oak Road from Noah & Molly Siegler for residential purposes. This 3.89-acre parcel, excluding the Washington Avenue right-of-way, was created a couple years ago for potential residential development. The Sieglers would like to construct a home on the property. The area is currently zoned R-2, Single Family Residential.

The Sieglers are offering \$36,000 for the property. The appraisal that was done in March of 2021 when the property was created suggested a value of \$37,000. In addition, the Sieglers have agreed to a four-year window to complete the improvements to the property before the City has the right to purchase it back. They would also like the incentive of a \$6,000 rebate if the home is substantially complete by December 31, 2025, or a \$3,000 rebate if the home is substantially complete by December 31, 2026. There would be no other contingencies on this offer.

I anticipate Mr. Siegler to be available during open session to address any questions that you may have. A closed session is on the agenda if the Council would like to consider/negotiate the proposed offer. Please let me know if you have any questions on this offer or process.

2020R-586174

DENISE TARASEWICZ

BAYFIELD COUNTY, WI

REGISTER OF DEEDS

12/21/2020 11:18AM

TF EXEMPT #:

RECORDING FEE: 30.00

PAGES: 2

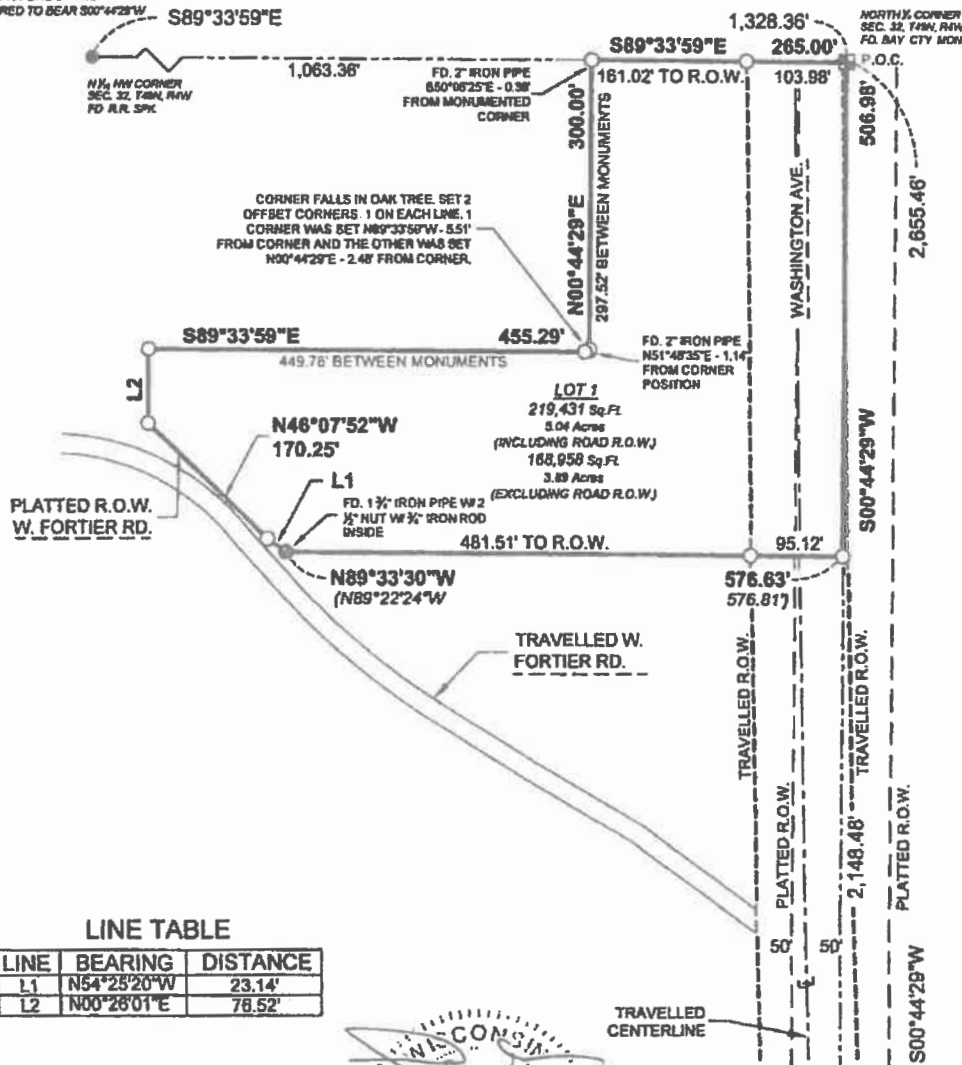
Vol. 12 CSMP. 341-342

BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. 2157

A PARCEL OF LAND LOCATED IN THE NE 1/4 - NW 1/4, SECTION 32,
TOWNSHIP 49 NORTH, RANGE 4 WEST IN THE CITY OF WASHBURN,
BAYFIELD COUNTY, WI.



BEARINGS ARE GRID BASED
WCCS - BAYFIELD COUNTY WITH
THE EAST LINE OF THE
HWY, MEASURED TO BEAR S00°44'29"W

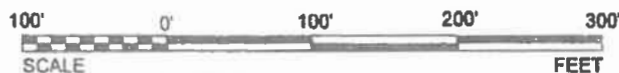


LINE TABLE

LINE	BEARING	DISTANCE
L1	N54°25'20"W	23.14'
L2	N00°26'01"E	78.52'

LEGEND

- -SET 1 1/4" x 18" IRON PIPE
WEIGHING 1.68 LBS PER LIN. FOOT
- -FD. MONUMENT AS NOTED
- () -RECORDED AS DIMENSION



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) 682-2869

WWW.PINERIDGESURVEYING.COM

PROJECT NO. C.O.W.20-WASHBURN

SHEET 1 OF 2 SHEETS

341

BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. 2157

A PARCEL OF LAND LOCATED IN THE NE $\frac{1}{4}$ - NW $\frac{1}{4}$, SECTION 32,
TOWNSHIP 49 NORTH, RANGE 4 WEST IN THE CITY OF WASHBURN,
BAYFIELD COUNTY, WI.

Surveyor's Certificate

I, Patrick A. McKuen, Professional Land Surveyor S-2992, hereby certify that I have surveyed, divided and mapped; A parcel of land located in the NE $\frac{1}{4}$ - NW $\frac{1}{4}$, Section 32, Township 49 North, Range 4 West all in the City of Washburn, Bayfield County, WI more particularly described as follows:

Commencing at the North $\frac{1}{4}$ corner of said section; Thence S00°44'29"W along the east line of the northwest $\frac{1}{4}$ of said section a distance of 506.98 feet; Thence N89°33'30"W a distance of 576.53 feet to the east right of way of platted W. Fortier Rd.; Thence N54°25'20"W along said right of way a distance of 23.14 feet; Thence N46°07'52"W and continuing along said right of way a distance of 170.25 feet; Thence N00°26'01"E a distance of 78.52 feet; Thence S89°33'59"E a distance of 455.29 feet; Thence N00°44'29"E a distance of 300.00 feet to the north line of the NE $\frac{1}{4}$ - NW $\frac{1}{4}$; Thence S89°33'59"E along said north line a distance of 285.00 feet to the North $\frac{1}{4}$ corner of said section and the Point of Beginning.

That the above described parcel of land contains 219,431 square feet which is 5.04 acres including the right of way of Washington Ave. or 168,958 square feet which is 3.89 acres excluding said right of way.

That I have made this map at the direction of Scott Kluver, Agent for 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 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 17th day of November, 2020

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



CITY OF WASHBURN ZONING APPROVAL CERTIFICATE

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

SIGNED: 

SCOTT KLUVER

DATED THIS 17th DAY OF December, 2020.

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. C.O.W.20-WASHBURN

SHEET 2 OF 2 SHEETS

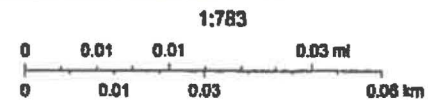
342

Bayfield County, WI



10/26/2020, 12:51:34 PM

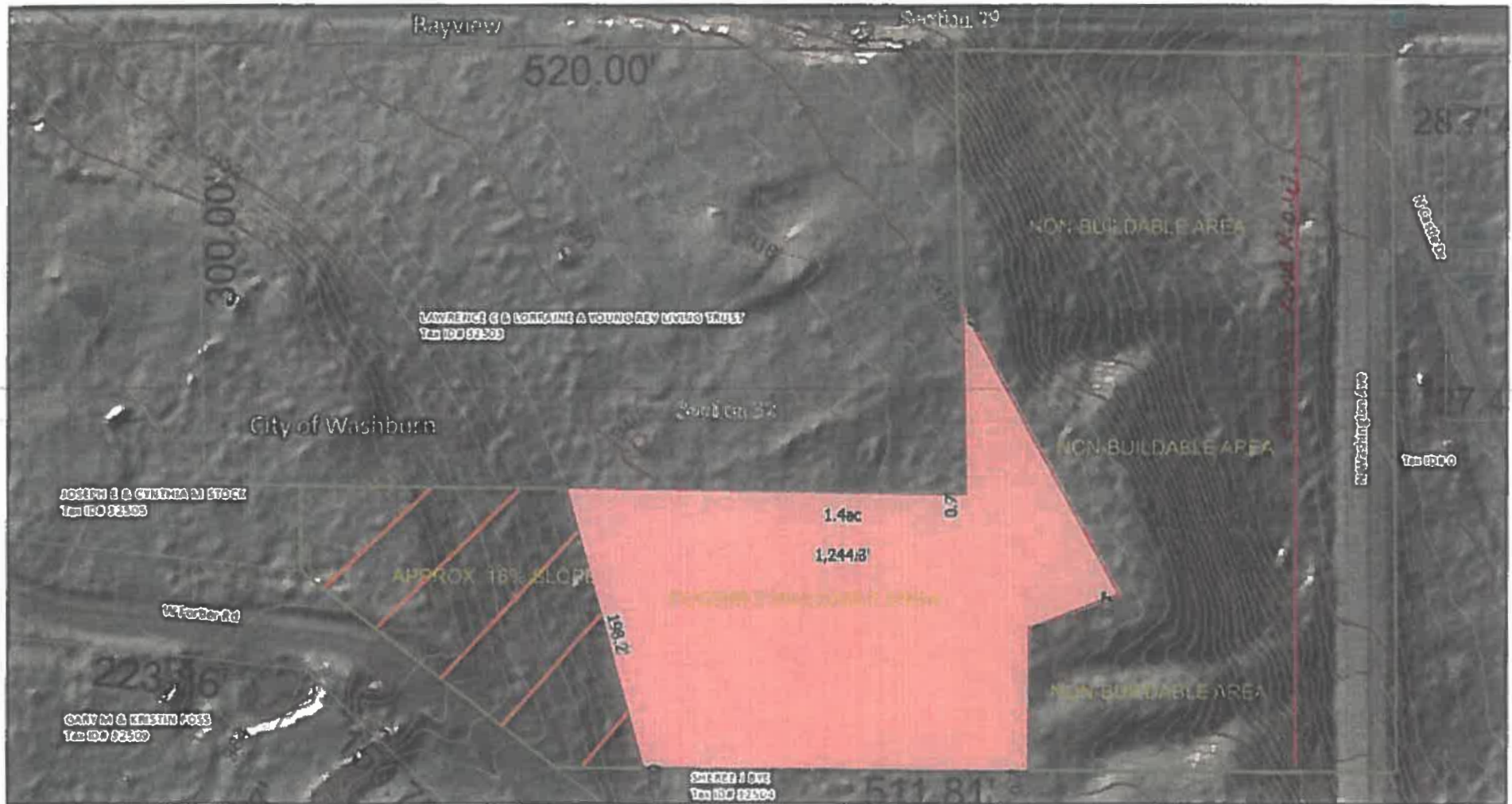
Lines	Douglas Co Parcels	Municipal Boundary	CFR
Override 1	Tie Lines	Red Cliff Reservation Boundary	Private
Override 2	Meander Lines	All Roads	Survey Maps
Override 3	Approximate Parcel Boundary	Federal	UnRecorded Map
Rivers	Section Lines	State	Recorded Map
Lakes	Government Lot	County	Corner Tie Sheets
Ashland Co Parcels		Town	Section Corner Monument on File



Bayfield County, Bayfield County Land Records

Bayfield County Land Records Department
<https://maps.bayfieldcounty.org/BayfieldWAB/>

Bayfield County, WI



10/26/2020, 12:54:27 PM

Lines	Douglas Co Parcels	Municipal Boundary	CFR
Override 1	Tie Lines	Red CRT Reservation Boundary	Private
Override 2	Meander Lines	All Roads	Survey Maps
Override 3	Approximate Parcel Boundary	Federal	UnRecorded Map
Rivers	Section Lines	State	Recorded Map
Lakes	Government Lot	County	Corner Tie Sheets
Ashland Co Parcels	Town	Section Corner Monument on File	



Bayfield County, Bayfield County Land Records

Scott Kluver

From: Noah Siegler <noah.siegler@gmail.com>
Sent: Friday, July 14, 2023 8:39 AM
To: Scott Kluver
Subject: Re: Offer letter for city land, parcel 49

Hi Scott,
A four-year window works for us!
Noah and Molly

Sent from my iPhone

On Jul 14, 2023, at 8:09 AM, Scott Kluver <washburnadmin@cityofwashburn.org> wrote:

Noah,

I just want to be clear on this point – you are still wanting a five-year window to complete your home before the City would have the right to purchase the property back? Would you be willing to go down to a four-year window?

Scott J. Kluver
City of Washburn

From: Noah Siegler <noah.siegler@gmail.com>
Sent: Tuesday, July 11, 2023 9:52 AM
To: Scott Kluver <washburnadmin@cityofwashburn.org>
Cc: Molly <molly.siegler@gmail.com>
Subject: Re: Offer letter for city land, parcel 49

Hi Scott,

This sounds great! Let me know if we need to do anything else, or if you have what you need for the next city council meeting.

Thanks so much,
Noah and Molly

On Mon, Jul 10, 2023 at 3:19 PM Scott Kluver <washburnadmin@cityofwashburn.org> wrote:

Noah,

Sorry for the delay in responding back to you on this. As far as a refund incentive, similar to what we have proposed in the past, how about if substantial completion and occupancy is obtained by December 31, 2025, you would get a refund of \$6,000. If it is by December 31, 2026, it would be

\$3,000.

Thoughts?

Scott J. Kluver
City of Washburn

-----Original Message-----

From: Noah Siegler <noah.siegler@gmail.com>

Sent: Wednesday, July 5, 2023 12:48 PM

To: washburnadmin@cityofwashburn.org

Cc: Molly <molly.siegler@gmail.com>

Subject: Offer letter for city land, parcel 49

Dear Scott,

I hope this email finds you well, and that you had a great 4th of July holiday.

I am writing to present an offer for the acquisition and development of Parcel 49, the L-shaped property situated between Oak and Fortier. We have thoroughly assessed the potential of this location and are so excited by the prospect of moving back to Washburn to live in such a wonderful location.

Offer Details:

1. We propose offering \$36,000 as the purchase price for Parcel 49.

2. Development Plan: We plan to build a house for our family. We envision Washburn as an ideal town to raise our daughter, and after 11 years away, are excited to once again be a part of the community.

Request for Rebate Consideration:

Additionally, we kindly request the City's consideration for a potential rebate should we be able to commence the property development sooner than the specified five-year timeframe.

We would be more than willing to discuss our development plans in greater detail, and of course are available for any meetings or to provide additional information you may require to evaluate our proposal.

Thank you for your time and consideration. We eagerly await your response to begin the next steps in this endeavor. Should you have any questions or require further clarification, please do not hesitate to reach out.

Warm regards,

Noah and Molly Siegler

Noah.siegler@gmail.com

Molly.siegler@gmail.com

(512) 296-5385

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, ^{SK}Administrator

Re: East Memorial Park Drive – What's In a Name?

Date: July 25, 2023

Recently, a resident brought to our attention concerns related to what the official name of what we know as East Memorial Park Drive? I will refrain from repeating my e-mails here, but suffice it to say, it is also known as Memorial Drive, Memorial Park Drive, and Park Memorial Drive. This is causing confusion and I would like to get it clarified.

What would you like to call it? After discussion with some residents in that area, we agree that East Memorial Park Drive should be the official name. If you agree with that, Attorney Lindsey and I will take the necessary steps to make the appropriate corrections.

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

Scott Kluver

From: Max Lindsey <mlindsey@ashlandlawyers.com>
Sent: Monday, July 24, 2023 10:30 AM
To: Scott Kluver
Cc: Tammy Demars; Cooper Kohlman
Subject: RE: Street Name Chane Process

Scott,

The process for this would be first to have the Council determine what it wants the official name of the road to be. Pursuant to Wis. Stats. § 62.11(5), Council has the authority to manage all aspects of the city streets. After Council determines what it wants the official street name to be, the City does not need to go through the whole subdivision process again, but rather we would just need to file approve and record correction instrument pursuant to Wis. Stats. § 236.295 for any plat that contains the incorrect name.

So to move this forward, the first thing that we need is to hear from Council what we want the actual name to be. Otherwise, we can just say that we want the road to be named East Memorial Park Drive, prepare all the necessary corrections instruments, and then bring it all to council at the same time. Do you think there would be anyone who would want this to be named "Park Memorial Drive?"

Let me know if you want me to proceed with preparing the correction instruments or if you want to wait for Council's sign off on the official name first. Regardless of what approach we take, I will need to see the official plat for this area of the City. Do you have a copy of that or do you want me to try to dig that up from the Register of Deeds?

Thanks,
Max

Max T. Lindsey
Anich, Wickman & Lindsey, S.C.
220 6th Ave. W.
P.O. Box 677
Ashland, WI 54806
Phone: (715) 682-9114
Fax: (715) 682-9504

My office email account has been updated. Please remove my prior email address, mlindsey@ncis.net, from your contacts and update it with my new address, mlindsey@ashlandlawyers.com

From: Scott Kluver <washburnadmin@cityofwashburn.org>
Sent: Thursday, June 15, 2023 8:34 AM
To: mlindsey@ncis.net
Cc: Tammy Demars <tdemars@cityofwashburn.org>
Subject: Street Name Chane Process

Max,

Another thing we have been investigating is the name of Memorial Park Drive. There are inconsistent street signs, and we believe that the street is actually platted as Park Memorial Drive, but all of the addresses are East Memorial Park Drive. Google maps has Park Memorial Drive. This is creating confusion and was an issue on a recent ambulance call.

I suspect that the actual name is Park Memorial Drive, but at some point there was an unofficial change to call it East Memorial Park Drive because that sounded better. We have looked through the DOT records and it was changed on that, but there was nothing official found in the minutes on this.

We would like to get this clarified. That means changing all of the addresses, signage and maps to Park Memorial Drive, or we need to official change the street name to East Memorial Park Drive. Can you verify that if we wanted to officially change the street name, we need to go through a subdivision process?

Scott J. Kluver, Administrator

City of Washburn

P.O. Box 638

119 Washington Ave.

Washburn, WI 54891

Phone – 715-373-6160 Ext. 4

Fax – 715-373-6148

<http://www.cityofwashburn.org/>

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

E Memorial Park Dr





Memorial Park Dr



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, Administrator
Re: Creation of Ad-Hoc Committee for Bayfield Street Beautification
Date: July 28, 2023

Back in May of last year, the issue of Bayfield Street beautification was referred to the Plan Commission. Since then there have been a couple conversations and a survey of businesses was done in conjunction with the Chamber and Northland College on the desired appearance of the downtown area in the future. Little else has been accomplished on this matter. In my opinion, the Plan Commission has a backlog of issues to address, and it relies heavily on staff to do the background work and bring information forward to make recommendations. To be perfectly blunt, my focus is not on beautification right now, it is instead on the details of the actual project which needs more of my attention. I am not going to get to beautification matters for some time.

In discussing this issue with the Mayor, we believe the better route is to re-assign the task given to the Plan Commission by creating an Ad-Hoc Committee made up of five members (one or two Council members, a Chamber representative, a Beautification Committee representative, and an interested citizen or two). These members would be Mayoral nominations approved by the Council at a future meeting. This would be a working group that would not rely on City staff to provide information to them, they would do their own homework. Staff would need to notice their meetings and collect the basic minutes of the meetings that the committee would prepare itself. Besides that, there would be no involvement of staff except to provide information and answer questions as necessary on the details of the project and how the desired beautification efforts may impact the street, staff, and maintenance in the future.

This Committee would be charged with addressing the specific items of banners, decorations, planters, trees, benches, art, or any similar related items that may be desired on Bayfield Street in the future. In addition, the Committee would be charged with providing a plan/recommendation as to how such items would be funded.

Please let the Mayor or I know if you have any questions related to this matter.

5

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



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

To: Honorable Mayor and City Council Members

From: Tony Janisch, Assistant City Administrator *Tony*

Re: FEMA Hazard Mitigation Grant for Erosion Control Planning and Engineering Services Approval at Memorial Park

Date: July 26, 2023

Like many areas along Chequamegon Bay, Memorial Park is experiencing coastal erosion. Primarily along the east side of the campgrounds, in front of the premium sites and the pavilion. This erosion likely accelerated with the recent high lake levels of Lake Superior. Significant slumping has occurred, along with tree and habitat loss.

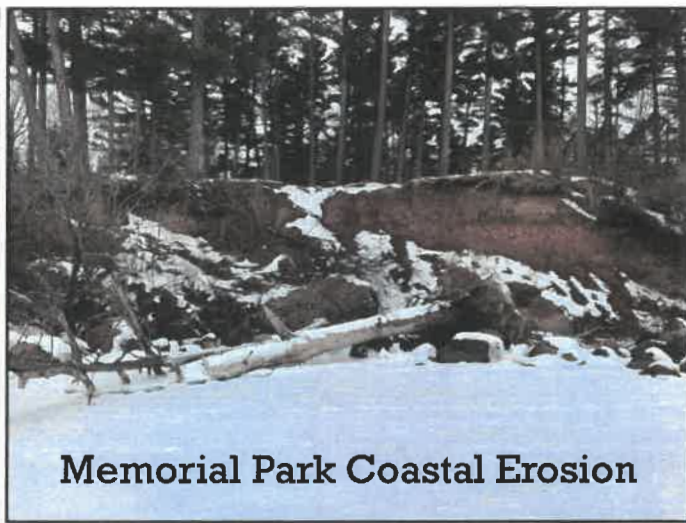
For the past few years, I have been seeking funding to begin the mitigation and restoration process of the coastline; starting first with an analysis of the coast erosion along with engineering to alleviate the problem.

Working with Wisconsin Emergency Management, they have secured funding through FEMA to begin this work. As part of the fund request, the City would need to provide 10% in matching funds (\$10,759.40) with the project costs being \$107,594. Wisconsin Emergency Management has also indicated to me that they could add a 5% contingency to the award if needed. In this case, our match would be around \$12,000.

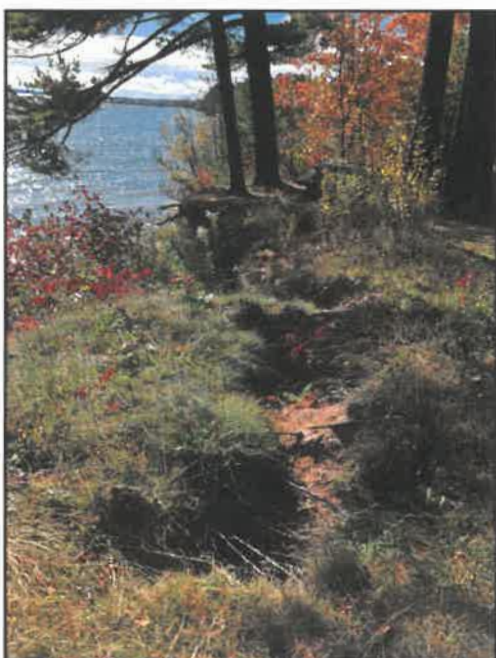
As this grant exceeds \$10,000 in match, commitment, or any combination thereof, it was to have been approved by Council prior to being submitted. For that, I apologize and have refamiliarized myself with the procurement and grant policy. The Council is not obligated to accept the grant, but I recommend that the Council do so in order to begin to address this issue. I would recommend that the match come from the Park Designated Fund for this work.

Concurrently, I have been working with Ben Lee, Fish Creek Restoration LLC, to determine the scope of work for this analysis and restoration, and for the expected costs of this work. Ben has a lot of experience in water resources engineering. I have worked with him on a project in the Marengo River, at my previous employment, and he is currently working with Northland College Burke Center with a project in Fish Creek. I further recommend approval of the contract with Fish Creek Restoration LLC.

Protecting and Restoring Washburn's Coastal Resources with Natural Barriers City of Washburn



Memorial Park Coastal Erosion



Habitat Loss & Sedimentation

City of Washburn

Memorial Park Shoreline Restoration Project

Legend



Memorial Park



Coastal Erosion, approx. 850 ft.

Google Earth

200 ft





STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT

Greg Engle
Administrator

Tony Evers
Governor

07/03/2023

Tony Janisch
City of Washburn
119 Washington Avenue
Washburn, Wisconsin 54891

Dear Tony:

I am pleased to inform you that the Federal Emergency Management Agency (FEMA) has approved funding for the City of Washburn's Hazard Mitigation Grant Program (HMGP) subapplication submitted under Disaster Declaration FEMA-4520-DR-WI, with assistance announced on August 8, 2021. The subaward is approved in the amount of \$107,594.00 for coastal erosion analysis at Memorial Park.

FEMA provides 80% of the funding or \$86,075.20, Wisconsin Emergency Management (WEM) provides 10% or \$10,759.40, and the remaining \$10,759.40 is the community's required 10% local match.

Enclosed are two originals of the State-Local Hazard Mitigation Grant Program Assistance Agreement. Please carefully review the Agreement and sign both copies. Keep one copy for your records and return the other to this office. This Agreement must be signed before funds can be drawn on the subaward.

Per the agreement, you are required to submit Quarterly Status Reports, DMA Form 168 (enclosed), within 15 days of the end of each quarter (October 15, January 15, April 15, and July 15), and a final report covering all aspects of the project within 30 days of project completion.

To receive reimbursement of expenses you will need to complete and submit to this office a Request for Reimbursement of Expenses, DMA Form 167 (enclosed), along with supporting documentation (invoices and proof of payments). Advancement of funds requires prior approval from this office and will only be made in extraordinary circumstances. The final request for reimbursement is due within 30 days of completion of the project.

Please refer to the Assurances for Construction and Non-Construction Projects, DMA Form 1017A, and the State-Local Hazard Mitigation Grant Program Statement of Assurances for Property Acquisition Projects, both signed and submitted with the application, for other state and federal laws and program requirements relating to the subaward which must be adhered to.

In completing the project, the community will need to adhere to the conditions indicated in the enclosed approval letter for the REC (Record of Environmental Consideration) dated 04/11/2023.

The community must also follow 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This includes following federal, state, and local procurement requirements, whichever are stricter. A WEM Procurement Resource Guide is enclosed to assist you.

After reviewing this letter and the attachments, please contact me or another staff member to schedule a meeting to discuss program policies and procedures for subaward administration and project implementation.

If you have questions, please email me at chase.obrien@widma.gov.

Sincerely,

A handwritten signature in black ink that reads "Chase O'Brien". The signature is fluid and cursive, with the first name "Chase" and last name "O'Brien" clearly legible.

Chase O'Brien
Hazard Mitigation Project Specialist
Wisconsin Emergency Management

Enclosures:

- State-Local Hazard Mitigation Grant Program Assistance Agreement
- Quarterly Status Report, DMA Form 168
- Request for Reimbursement Request, DMA Form 167
- Budget Summary Form
- FEMA approval letter dated 04/19/2023
- Record of Environmental Consideration signed 04/11/2023

Cc: Meagan Quaderer, Bayfield County Emergency Management Director
Teresa Erler, Northwest Regional Emergency Management Director

WISCONSIN DIVISION OF EMERGENCY MANAGEMENT
State-Local Hazard Mitigation Grant Program Assistance Agreement
FEMA-DR-4520-WI Advance Assistance

CAGE Code: 4DFA6
SAM.gov Unique Entity Identifier (UEI): V46YMRZD47U8

This Assistance Agreement between the Wisconsin Division of Emergency Management (WEM/ the Recipient) and the City of Washburn (the Subrecipient) shall be effective on the date signed by WEM and the Subrecipient. It shall apply to all Hazard Mitigation Grant Program (HMGP) assistance provided by or through WEM to the Subrecipient for the grant DR-4520.41-R.

The purpose of this agreement is to formally recognize the goals of the HMGP and to establish guidelines by which HMGP funds are to be used. This agreement is in addition to the requirements outlined the Assurances for Construction and Non-Construction Projects (DMA Form 1017A) that was signed by the Subrecipient and submitted with the HMGP subapplication.

Be it resolved by the Subrecipient, that the individual named below:

(Name and Title)

has the legal authority and is hereby authorized to execute documents for and on behalf of the Subrecipient. The designated individual is to be the authorized representative for obtaining HMGP funds.

The Subrecipient hereby assures and certifies that the project will comply with the applicable State of Wisconsin and federal regulations. Also, the Subrecipient gives assurance and certifies with respect to and as a condition for the subaward the following at a minimum:

1. This Assistance Agreement in the amount of \$107,594.00 will serve as the contract between WEM and the Subrecipient for the purpose of the City of Washburn's coastal erosion mitigation grant advance assistance project. 80%, or \$86,075.20, is the federal share funded through FEMA. 10%, or \$10,759.40, is the state share funded through WEM. The remaining 10%, or \$10,759.40, is the required local program match (may not be comprised of other federal funds or match to other federal funds, i.e. EMPG or match to EMPG). If there is a cost under-run for the project, final reimbursement for the federal and state shares of the project costs will be adjusted based on the actual costs of the project. If costs exceed the amount approved, the Subrecipient is responsible for the costs in excess of the approved subaward.
2. The Subrecipient will adhere to the special conditions as identified in the approval letter for the Record of Environmental Consideration (REC), dated April 11, 2023, in completing the project.
 - The Subrecipient must follow all applicable local, state, and federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If there is an unusual material encountered or there is an extraordinary amount of lead, asbestos, or other routinely encountered material,

- the Subrecipient must also contact the recipient and the relevant agency with authority for regulation of the material.
- If ground-disturbing activities occur during implementation, the Subrecipient will monitor excavation activity, and if any artifacts or human remains are found during the excavation process all work is to cease, and the Subrecipient will notify WEM, FEMA, and the State Historic Preservation Officer (SHPO).
 - If deviations from the proposed scope of work result in design changes, the need for additional ground disturbance, additional removal of vegetation, or in any other unanticipated changes to the physical environment, the Subrecipient must contact WEM immediately and a re-evaluation under NEPA and other applicable environmental laws will be conducted by FEMA.
 - Erosion control measures as defined by the WDNR must be maintained throughout the project to avoid impacting nearby waterways.
3. Once this Assistance Agreement is signed and returned to WEM, the Subrecipient may begin the project process and the authorized representative may request reimbursement of expenses as identified in the budget included in the approved subapplication. The Subrecipient will need to complete and submit to WEM a Request for Reimbursement of Expenses with appropriate documentation in order to receive subaward funds. Advancement of funds may be made in some extraordinary situations upon prior approval of the recipient.
- COSTS INCURRED PRIOR TO FEMA APPROVAL OF THE SUBAWARD, UNLESS PRE-AWARD COSTS WERE INCLUDED AND APPROVED IN THE SUBAPPLICATION, ARE NOT ALLOWABLE COSTS FOR THE SUBAWARD.**
4. The authorized representative will be required to submit Quarterly Status Reports to the State Hazard Mitigation Officer (SHMO) within 15 days of the end of the quarter (January 15, April 15, July 15, and October 15 each year). Said reports will include the status of the project including property acquisition and demolition data, anticipated completion date, and financial information.
5. The Subrecipient will meet the following timeline for completing this grant:
- | | |
|-----------------|-------------------------|
| Start Date | No later than 7/31/2023 |
| Completion Date | 11/30/2025 |
- If the Subrecipient is delayed in their completion of the grant by an event beyond their control, a request for an extension must be received in writing 90 days prior to the completion date.
6. The performance period for the HMGP grant subaward will be July 15, 2023 to July 31, 2026.
7. The final request for reimbursement and a final report covering all aspects of the grant will be due 30 days after completion of the scope of work. The final report must include the following:

- Copies of permits and forms as identified in the approval letter for the Record of Environmental Consideration and in number 2 of this document
 - Other information as required
8. The HMGP funds requested for the project shall not duplicate benefits received from any other disaster assistance program.
 9. The Subrecipient will use HMGP funds solely for the purpose for which they are provided.
 10. The Subrecipient shall maintain good standing with the National Flood Insurance Program (NFIP) and comply with local regulations pertaining to the NFIP.
 11. The Subrecipient will update their floodplain ordinance to meet the current Wisconsin Department of Natural Resources requirements.
 12. The Subrecipient will comply with all other policies and guidelines established by FEMA and WEM in administering the HMGP.
 13. The Subrecipient will follow 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:
 - Transfer of funds among budget cost categories in any approved budget with a federal share in excess of the Simplified Acquisition Threshold (\$150,000 at the time this agreement was drafted) shall receive the prior approval of FEMA when such cumulative transfers among those cost categories exceed 10% of the total budget. (2 CFR Part 200.308(e))
 - Cost-sharing requirements found in 2 CFR Part 200.306.
 - Requirements for equipment and supply purchases and procurement found in 2 CFR Part 200 Sections 313, 314, and 322, respectively.
 14. The Subrecipient will follow 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments.
 15. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement of FEMA or reflects FEMA's views. The recipient and FEMA are free to copyright any original work developed under this agreement, and reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.
 16. The Subrecipient will not enter into cost-plus-percentage-of-cost contracts for completion of the HMGP advance assistance project.
 17. The Subrecipient will not enter into any contract with any party that is debarred or suspended from participating in federal assistance programs. (See <https://www.sam.gov>.)
 18. Per 2 CFR Part 25, register and maintain an active System for Award Management (SAM) (<http://www.sam.gov>) registration with current information through the life of the subaward. The Subrecipient is required to review and update information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate, and complete.

19. Records shall be retained three years following the date the HMGP is closed for Wisconsin's Presidential Disaster Declaration FEMA-4520-DR-WI, in accordance with 2 CFR Part 200.333.

SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE:

Date: _____

Name (printed)

Title

Jurisdiction

SIGNATURE OF THE RECIPIENT (WISCONSIN DIVISION OF EMERGENCY MANAGEMENT):

Date: _____
State Hazard Mitigation Officer



FEMA

April 19, 2023

Greg Engle, Administrator
Wisconsin Emergency Management
2400 Wright Street, P.O. 7865
Madison, Wisconsin 53707-7865

Dear Administrator Engle:

Thank you for your correspondence to the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) Region 5 office. Your application for the City of Washburn Advance Assistance project has been approved. Hazard Mitigation Grant Program (HMGP) funds under the disaster declaration FEMA-4520-DR-WI have been obligated for the following project site:

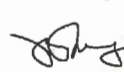
Sub-Recipient	Application	Federal Share	Sub-Recipient Management Costs
City of Washburn	4520.41 – Washburn Advance Assistance	\$86,075.20	\$4,781.95

The project has been cleared under the National Environmental Policy Act and has been determined to be categorically excluded per FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01, Rev. 1.

The enclosed NEMIS Project Management Report indicates the amount of funds designated for HMGP project costs. You may only draw down those funds you will disburse within three days of the draw-down date.

Should you have any questions, please have your staff contact Carolyn Strubel at (202) 924-7088 or carolyn.strubel@fema.dhs.gov.

Sincerely,

 Digitally signed by
JULIA G MCCARTHY FOR
Date: 2023.04.19
10:16:29 -05'00'

Mary Beth Caruso
Mitigation Division Director

cc: Heather Thole, State Hazard Mitigation Officer
Katie Sommers, Acting Mitigation Supervisor

Enclosures

Purchasing/Grant Procurement

Approved August 27, 2007

It is the intention of this policy to have staff of the City of Washburn be able to seek funds for equipment and special projects for their respective departments and at the same time have fiscal controls so that the City of Washburn is not committed to equipment or projects that require matching funds without Common Council approval. Furthermore, it is the intention of this policy to provide clear direction to staff who on occasion, must deal with unexpected expenses due to equipment failure or as a result of unusual natural events. It is not the intention of this policy at as a way to circumvent City Council authority because of poor planning or oversight. This policy is based on the understanding that the City Council adopts the general categories as the official form of the City of Washburn budget.

General Purchasing:

1. Petty Cash – Personal out of pocket expenses under \$50 may be reimbursable with a receipt out of Petty Cash if funds are available.
2. Department heads may purchase any items that have been placed in an approved budget up to and including \$5,000.
3. Department heads may purchase any items, with the approval of the City Administrator, that have been placed in an approved budget that exceed \$5,000. This is to assure adequate cash flow.
4. Department heads may, with the approval of the City Administrator, purchase items not budgeted for, provided that the object level of the approved budget will not be exceeded at the end of the fiscal year.
5. Department heads may purchase, with the review of the City Administrator and approval of the Finance Committee, items not budgeted for, provided that the activity level of the approved budget will not be exceeded at the end of the fiscal year.
6. Emergency Expenses: Where permitted by law and notwithstanding any other provision of this Policy, the Mayor, the City Administrator or other designee, may make, or authorize to make emergency purchases when a threat exists to public health, welfare, or safety under emergency conditions provided that such emergency purchases shall be made with such competition as is practicable under the circumstances. The person making or authorizing the procurement must have, or obtain reasonable knowledge, that sufficient funds exist to cover the cost of any such expenditure. A written determination of the basis for the emergency and for the selection of the particular vendor shall be included in the contract file.

7. **Public Works Projects:** All public construction projects shall follow procedures outlined in chapter 62.15 of Wisconsin Statutes.

Grants:

1. Copies of all grant applications shall be provided to the City Administrator prior to submittal.
2. Department heads are authorized to apply for grants that require no local match or commitment to accept the grant, if there are no provisions that may obligate the City in the future.
3. Department heads may apply, upon approval of the City Administrator, for grants that require \$5,000.00 or less of local match, commitment, or any combination thereof if the department head can readjust dollars within the department's respective budget.
4. Department heads may apply, upon approval of the City Administrator, for grants that require more than \$5,000.00 up to \$10,000 of local match, commitment, or any combination thereof by the City if it can be clearly stipulated that the application is not in itself a commitment to accepting the grant. Should the City be awarded such a grant, the issue of acceptance will be made by the City Council upon the recommendation of the City Administrator.
5. Department heads may only apply for grants that exceed \$10,000 of local match, commitment, or any combination thereof by the City with the approval of the City Council upon the recommendation of the City Administrator.

FISH CREEK RESTORATION LLC SERVICES AGREEMENT

THIS AGREEMENT for professional services ("Agreement") is effective this July 27, 2023 ("Effective Date") by and between Fish Creek Restoration LLC, the Wisconsin limited liability company ("FCR"), and the City of Washburn a Wisconsin (state) municipality ("Client"). Client and FCR are also referred to in this Agreement as the "Parties" and each a "Party."

RECITALS

A. Client wants to retain FCR to provide assessment and design services related to erosion of the coastline at Memorial Park in the City of Washburn.

B. FCR has agreed to provide the services Client wants on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties described in this Agreement and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties agree as follows.

TERMS AND CONDITIONS

- 1. FCR's Services.** FCR will provide the services described in the attached "Scope of Work" ("SOW") (the "Services"). FCR will deliver any report or other deliverable described in a SOW (each a "Deliverable"). The provisions of any SOW (Proposal) are incorporated in this Agreement. Each SOW shall include the name of the project to which it applies (the "Project").
- 2. Performance Requirements for Services and Deliverables.** FCR will perform the Services in a professional and workmanlike manner in accordance with the highest industry standards and practices. FCR will perform the Services in a timely and efficient manner; maintain accurate plans, protocols and work logs documenting how the Services were conducted; and use skilled and experienced personnel, equipment and tools to perform the Services.
- 3. Subcontracting.** FCR will use the services of third party contractors to complete the Services. FCR will identify each third party contractor to Client and notify in advance of when any such contractor is schedule to be at Client's property.
- 4. FCR's Fee.** In consideration for FCR performing the Services and supplying the Deliverable(s), Client shall pay FCR the amount(s) on the payment terms as stated in the SOW(s). Client shall not withhold any amount owed to FCR for payment of taxes. FCR shall be solely responsible for paying any taxes on any compensation it receives from Client for any Service or Deliverable.
- 5. Reimbursement for Out of Pocket Expenses.** Client will reimburse FCR for any expenses FCR incurs which are specific to the Project, if expense reimbursement by Client is specifically required and described in the SOW. Client shall pay any expense reimbursement within thirty (30) days after FCR delivers to Client all receipts, invoices or bills which clearly substantiate the expenses incurred by FCR for the Project.

6. FCR Invoicing. FCR shall submit one or more invoices to Client consistent with the compensation owed to FCR and payment schedule described in the SOW(s). If the SOW provides that payment will be owed for a portion of the Services completed or Deliverables supplied, the invoice shall specifically identify the relevant portion, section, percentage, or item FCR has performed or completed. Each invoice shall clearly reference this Agreement and the name of the Project. Together with the first invoice FCR delivers to Client, FCR shall deliver a signed IRS Form W-9.

7. Late Payments. Client shall owe interest on any amount not paid to FCR by the due date for the payment as provided in this Agreement at the rate of ten percent (10%) per annum.

8. Compliance with Law. FCR will comply with all applicable federal, state and local laws and regulations in rendering the Services, supplying the Deliverables and performing its obligations under this Agreement.

9. Independent Contractor Relationship. The Parties acknowledge and agree that they are, and at all times during the term of this Agreement shall remain, independent contractors in relation to each other. Neither Party nor its employees or agents are authorized to make any representations, commitments or agreements on the other Party's behalf, unless authorized by such Party in writing in advance. Neither this Agreement nor FCR's performance of the Services or providing any Deliverable, shall create or be deemed to create a partnership, joint venture, dealership or employment relationship between the Parties.

10. Property Rights. Under copyright law, any Deliverable shall be a "work made for hire" and Client shall exclusively own the right, title and interest in and to the Deliverable, including the right to reproduce the Deliverable as Client chooses. Client hereby grants to FCR a license to retain one or more copies of any Deliverable as part of FCR's portfolio, and to display the Deliverable to other of FCR's clients and potential clients exclusively for the purpose of explaining or illustrating the services and deliverables FCR offers. FCR owns and shall retain ownership of all methods, technologies, databases, working papers, equipment, tools, and vehicles it uses to provide any Service or Deliverable. Client may make and retain copies of FCR's working papers, however, such material is not intended to, and FCR does not represent that such materials, are suitable for reuse upon modification of a Project or on any other Project, and any such reuse shall be at Client's risk. Client shall acquire no ownership or other interest in FCR's property by virtue of this Agreement or receipt of any Service or Deliverable.

11. Confidential Information. If any information FCR obtains from Client is not to be disclosed by FCR to any third party, the information shall be described in the SOW. When Client discloses such information to FCR, it must clearly identify in writing that the information is confidential and subject to FCR's nondisclosure obligation. If the information is not described in the SOW as confidential and specifically designated by Client as confidential when FCR obtains it, FCR shall not be obligated to protect the information from disclosure to third parties. Upon termination of this Agreement, FCR shall return any of Client's confidential materials to Client except FCR may retain a copy of any information which supports any conclusion in a completed Deliverable or Service. FCR's nondisclosure obligation as described in this paragraph will extend for two (2) years after the expiration or termination of this Agreement. Regardless of Client's designation, FCR shall have no obligation to protect the confidentiality of any information which is publicly available, disclosed to the public by Client, or which is the subject of a court order to disclose such information.

12. Term. This Agreement shall be effective as of the Effective Date and until the completion or expiration date provided in the SOW.

13. Termination Prior to Completion or Expiration Due to Cause. Client may terminate this Agreement prior to its expiration if FCR breaches any material term or condition of this Agreement, provided, Client provides FCR written notice of the alleged breach and FCR fails to remedy the alleged breach within fifteen (15) days after FCR's receipt of such notice. FCR shall be allowed more than 15 days to remedy the defect if it will take more than 15 days to complete the remedy, and FCR commences the remedy promptly and continues to diligently pursue completion of the remedy. FCR may terminate this Agreement prior to its expiration if Client breaches any material term or condition of this Agreement, including failure to pay FCR when payment is due, provided, FCR provides Client written notice of the breach and Client fails to remedy the breach within fifteen (15) days after Client's receipt of notice. Client shall be allowed more than 15 days to remedy a breach other than failure to make timely payment, if it will take more than 15 days to remedy the breach and Client commences remedying the breach promptly upon receipt of notice and continues to diligently pursue the remedy is completed.

14. Effect of Termination. Upon any termination or expiration of this Agreement, FCR shall deliver to Client all completed work product and Deliverables. Client shall pay FCR for all completed Services and Deliverables, provided, FCR provides Client a final invoice for the same. Sections 4, 5, 6, 7, 9, 10, 11, 19, 21, and 23 of this Agreement shall survive the expiration or termination of this Agreement.

15. FCR's Representations. FCR warrants and represents:

- (a) FCR is licensed to render the agreed upon Services to the Project and to supply the Deliverables described in the SOW(s), and that it maintains all necessary licenses, permits and registrations.
- (b) FCR will comply with all applicable federal, state and local laws, rules and regulations in providing the Services and Deliverables.

16. Client's Representations. Client warrants and represents it has the legal authority and right to enter into this Agreement and to perform its obligations as set forth in this Agreement. Client shall allow FCR access to any property Client owns or controls and shall obtain permission for FCR's access to any property Client does not own or control, which FCR needs to access for the Project.

17. Changed Conditions. If any physical conditions under which FCR must work in order to fulfill its obligations under this Agreement change between the Effective Date and the time for performance, FCR shall notify Client. Upon Client's receipt of such notice, the Parties shall meet to discuss amendments to this Agreement to accommodate the changed conditions, and FCR will continue providing the Services under such revised terms and conditions as the Parties agree apply. FCR shall be relieved of its obligation to perform the Services and supply the Deliverables described in this Agreement if physical conditions have changed between the Effective Date and the date of performance.

18. Insurance. FCR maintains worker's compensation insurance coverage as required by law. In addition, FCR maintains professional liability insurance with limits of \$1,000,000 per claim and

aggregate, comprehensive general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, pollution liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and vehicle liability insurance with a \$1,000,000 combined single limit. At Client's request, FCR will provide certificates of insurance to Client as proof FCR maintains such coverages.

19. Indemnification. FCR shall defend, indemnify and hold harmless Client and its officers, agents and employees for and against any and all claims, judgments, liabilities, losses, damages, actual attorney fees, and settlement expenses arising from or related to any allegation which, if true, would constitute a breach of any of FCR's obligations or representations under this Agreement, or to any acts or omissions by FCR in providing the Services or Deliverables described in this Agreement whether due to bodily injury or death of any person and damage or loss of any property. Client will defend, indemnify and hold harmless FCR for and against any and all claims, judgments, losses, expenses, liabilities, and reasonable costs and attorney fees arising from or related to any allegation which, if true, would constitute a breach of any of Client's obligations or representations under this Agreement, or to any acts or omissions by Client in performing its obligations under this Agreement whether due to bodily injury or death of any person and damage or loss of any property.

20. Notice. Any notice or communication required by this Agreement shall be deemed delivered when personally delivered, or deposited, postage prepaid, with the U.S. mail for first class delivery, properly addressed according to the information accompanying the Party's signature to this Agreement, or delivered to the Party's email address as set forth with the Party's signature to this Agreement, provided, the receiving Party confirms receipt by email.

21. Limitation of Liability. Each Party agrees that in no event will either Party or its officers, directors, employees or agents be liable for any exemplary, special, punitive, incidental, consequential, or reliance damages, including but not limited to, lost revenue and lost profits, arising from or relating to this Agreement, whether in contract, tort or otherwise.

22. Entire Agreement and Amendment. This Agreement including any signed and dated SOW(s), contains the entire agreement and understanding between the parties with respect to the subject matter covered by this agreement, and supersedes all prior and contemporaneous oral or written understandings, representations or agreements. This Agreement may not be modified or amended other than by a writing signed by an authorized representative of each Party.

23. Governing Law and Jurisdiction. This Agreement shall be interpreted and enforced according to the laws of the State of Wisconsin. Any action brought to interpret or enforce any provision of this Agreement shall be commenced and maintained in the circuit court of Dane County, Wisconsin, and each Party consents to the jurisdiction and venue of such court for such purposes.

24. Counterparts. This Agreement may be signed in counterparts, each of which shall be considered an original, and all of which together will constitute one and the same instrument.

25. No Waiver. Any waiver or failure to enforce any provision of this Agreement by either Party will not be deemed a waiver of any other provision or of that provision on any other occasion. No waiver will be enforceable unless in writing and signed.

26. Binding Agreement and Assignment. FCR shall not assign, transfer, delegate or subcontract any of its obligations or rights under this Agreement without the prior written consent of Client. Client shall have the right to assign all, but not less than all, of its rights and obligations under this Agreement, provided, FCR shall have no obligation to recognize or act in accordance with such assignment until provided written notice of such assignment by Client which notice includes the assignee's written commitment to pay the compensation that will be owed to FCR under this Agreement.

27. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the Parties agree to modify the provision to accomplish the original intent of the Parties, and, in any event, the remaining provisions of this Agreement will continue in full force and effect.

28. Conflict Between SOW and Terms and Conditions. If any provision in the preceding paragraphs conflicts with the provisions of a SOW, the provisions of the SOW shall control.

29. Force Majeure. A Party will not be considered in breach of this Agreement nor liable to the other Party for failure or delay in performance of any obligation under this Agreement which is caused by or is a result of an event of force majeure. The time of performance of an affected obligation will be extended for the period of the event of force majeure, provided, if the event of force majeure continues for a period of more than sixty (60) calendar days, either Party may terminate this Agreement effective ten (10) days after providing written notice of termination to the other Party. An event of "force majeure" includes earthquake, flood, storm, wildfire, and other extreme acts of nature, war, riot, terrorism, or any change in federal, state or applicable law which results in a Party's inability to materially comply with the terms and conditions of this Agreement.

Each Party's authorized representative has signed this Agreement below in acceptance of the terms and conditions it contains.

CLIENT:

FISH CREEK RESTORATION LLC

By: _____

By: Ben Lee

Name: _____

Benjamin Lee, Manager

Title: _____

4321 Upland Drive

Madison, WI 53705

Address: _____

Phone: 608-977-1856

ben@healthystreams.com

Phone: _____

Email: _____

SCOPE OF WORK

This Exhibit is part of the Agreement dated July 27, 2023 for the Project: Memorial Park Bluff Stabilization between FCR and Client: City of Washburn.

DESCRIPTION OF SERVICES FCR WILL PROVIDE:

Recent high water levels in Lake Superior have accelerated bluff sloughing and erosion. Memorial Park in the City of Washburn is located along the coastline and has experienced substantial shoreline erosion due to the water levels, wave impacts, and ice impacts. Several campsites in the park have begun falling into the lake. This scope of work details assessment and concept design tasks to reduce further shoreline erosion. We will investigate solutions that enhance ecological functions and improve aesthetics given the visibility in a public campground. For the project, FCR will work with subconsultants Anchor QEA and Resolution Studio LLC who bring expertise in coastal analysis and engineering.

Task 1: Project Management

We will attend up to three separate meetings in Washburn to discuss project goals and objectives, review our assessment, and summarize concept designs. This task includes regular meetings and coordination between the project team members.

Task 2: Historical Conditions Assessment

We will review historical shoreline positions, water levels, and other relevant information at the project site.

Task 3: Existing Conditions Assessment

The site topography and local bathymetry will be surveyed. Bathymetry coverage will provide data to understand the wave climate. Waves tend to break in shallow water, dissipating energy as they reach the shore. The water depth and shore profile therefore dictate the location of wave breaking and the relative impacts to shoreline erosion. Having accurate shore transect and bathymetric data are important for any wave assessments and structural design.

Weather permitting, we will perform bathymetric fieldwork within three weeks of receiving the signed contract. If weather conditions make it unsafe to perform fieldwork, it will be postponed until it is safe to collect the data. The preferred data collection window is August 1 through September 30.

The bathymetric data will be collected using a single-beam echosounder (SBES) system. The SBES will be a SonTek M9 echosounder with differential GPS. The M9 has a reported accuracy of 1% of the measured depth and a depth measurement range of up to 80 meters. Data will be processed in HYPACK software to filter measurements and develop a three-dimensional surface.

Additional cross shore transects will be taken using an RTK (real time kinematic) GPS to capture areas too shallow to be measured with the SBES. This will be used to bridge the data gap between the bathymetric and topographic surveys.

Finally, ground data above the water surface will be collected using a unmanned aerial system (UAS, drone) and RTK GPS. The drone will also collect orthophotos for mapping the project site.

Task 4: Coastal Analysis

A thorough understanding of the coastal environment surrounding the project site is necessary to design a resilient structure. The parameters assessed in the metocean analysis will support design development. These parameters include:

Wind: Off-shore winds are evaluated to determine wave generation and calculate wave height. We will perform statistical analysis of publicly available wind data to develop return periods to determine design wind events.

Water levels: Water levels in Lake Superior have a historic range over five feet. Structures must be designed to limit overtopping during high water and to erosion during low water. We will analyze water level data to determine return period elevations and generate a frequency distribution plot to determine design water levels.

Coastal Environment: We will assess fetch lengths and wind directions to determine the dominant wave direction and inform structural design.

To evaluate waves and hydrodynamics at the project site, we will use a wind-fetch analysis in combination with the shore profile data developed in Task 2. Fetch is a measure of open water at a given direction and is important in determining wave heights; in general, longer fetches allow more time for wind to impart energy to the water surface and build larger waves.

The coastal analysis will not include a detailed evaluation of longshore sediment transport, though we recommend that a numerical coastal model be created during final design development. Without such an analysis, there is a risk of interrupting sediment transport processes and increasing erosion risk for areas downdrift of the project site. We use Delft3D Flexible Mesh Suite (Delft3D)-for these assessments and can provide that service, along with detailed design services, in a subsequent phase of the project. Delft3D evaluates key wave processes including refraction, diffraction, shoaling, and breaking to provide a detailed understanding of hydraulic conditions at the site. That information can then be used to evaluate impacts to sediment erosion risk and help minimize risk to neighboring shorelines.

Task 5: Geotechnical Analysis

Geotechnical specialists will review available data to inform conceptual design development. This will rely on existing data, and this scope does not include any fieldwork in support of geotechnical assessments. We will review sediment size information, boring datasets, and soil conditions as available. This will allow evaluation of whether the existing sediment can support a rubble mound revetment, help determine filter material needs for revetment design, and assess shoreline stability.

We recommend a more detailed geotechnical analysis before developing a final design. Knowing the exact soil conditions on site is crucial to designing effective, stable shoreline protection and failure to account for it may result in structural failure.

Task 6: Concept Design

The results of coastal and geotechnical analysis will provide design criteria for the proposed shore protection structure. The geotechnical evaluation will inform stability considerations at the site to help ensure the revetment will provide sufficient protection.

The coastal assessment will provide wave height information at the project site. Wave heights will then be used in conjunction with the Coastal Engineering Manual (CEM) developed by the US Army Corps of Engineers (USACE). The CEM provides design guidance for shore protection structures including revetments, seawalls, breakwaters, and groins. We will use the wave analysis results to develop a typical section including relevant layers, stone sizes, crest elevation, and slope for a conceptual revetments.

Three alternatives will be illustrated for the site. It is anticipated that the alternatives will include a range of approaches, complexities, and costs. We will create easily understandable, yet accurate graphics (plan views and cross sections) of the alternatives that will be accessible to a range of viewers.

A summary report detailing all assumptions, datasets, and guidance documents used in the concept design development will be provided following completion of all tasks. This report will include all relevant figures, tables, and graphs and be provided for review and one (1) round of revisions before submission of the final concept design report.

We are available to provide final design services under a separate contract. Our team of coastal engineers has worked extensively with coastal modeling and design in the Great Lakes. We are familiar with permitting needs, including USACE Section 404, Wisconsin Department of Natural Resources Chapter 30, and local permits that apply to coastal protection structures. Our team uses Delft3D modeling to perform detailed analyses of local wave climates to ensure coastal structures are stable under design conditions, and we can assess risk of unintended impacts to neighboring shorelines due to sediment transport interruptions. Our team's coastal design experts have the technical expertise to ensure this project protects the campground for future users.

Assumptions

- Sediment sampling, soil borings, or other specialized geotechnical investigations will not be conducted for this phase.
- Numerical hydrodynamic models will not be developed.
- Sediment transport impacts from the alternatives will not be modeled.
- Additional analyses and design will be required before developing final, construction and permit-ready designs.

DELIVERABLES:

Summary report detailing assumptions, datasets, guidance documents, and concept design alternatives.

Concept plan illustrations including plan views and cross sections.

DUE DATE(S) FOR COMPLETION OF SERVICES: June 30, 2024

This Agreement will expire on the latest due date above (the “Expiration Date”). The “Term” of this Agreement shall be from the Effective Date until the Expiration Date or date this Agreement is otherwise terminated according to the early termination provisions of this Agreement.

CLIENT WILL PAY FCR FOR THE SERVICES AND DELIVERABLES DESCRIBED IN THIS SOW AS FOLLOWS:

Client will pay for the Services or Deliverables described in this SOW shall not exceed \$107,594.

PAYMENT(S) WILL BE DUE:

FCR will deliver to Client each month an invoice with the charges for Services performed in the preceding month and listing FCR’s disbursements. Payment of the total owed on each invoice will be due within 30 days of the date on the invoice.

In order for FCR to deliver the Services and Deliverables, Client will: Provide site access

Client identifies the following information as confidential (if any):

ACCEPTED:

CLIENT: _____

By: _____ Name & Title: _____

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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, ^{SSK}Administrator

Re: Proposed Ordinance on Camping

Date: July 24, 2023

Enclosed you will find a proposed ordinance that strengthens the enforcement ability of the already existing ordinance that limits camping on private property. The portion in red would be added to the existing language that provides better definition of when camping is occurring. There have been a few instances this year where this has been an issue, which in some cases leads to a sanitation issue or allows other illicit activities to occur.

The Police Chief, Attorney, and I met to discuss the concerns that have been occurring and this proposed language for your consideration to help address the concerns. I recommend approval of this ordinance amendment.

CITY OF WASHBURN
Ordinance No. 23-004

An ordinance adopted by the Common Council for the City of Washburn at its regular meeting of _____, 2023, for the purpose of amending the Chapter 12, Title 1, Section 7 regarding camping on private property. Additions are in red.

1. Add Sec. 12-1-7(d)(2) as follows:

**Sec. 12-1-7 Use of Recreational Vehicles, Campers and/or Mobile
Homes for Camping Purposes.**

* * *

(d) **Definitions.** For purposes of this matter, the following definitions shall apply:

- (1) **To Camp or Camping.** The use of a shelter such as a tent, trailer, mobile motor vehicle, recreational vehicle, boat, camper, mobile home, tarpaulin, bedroll, or sleeping bag for temporary residence or sleeping purposes.
There shall be a presumption that any tent erected on private property for more than one night, or any trailer, recreational vehicle, mobile home, camper, or other similar vehicle that is connected to electric or water services for more than one night is being used to camp or for camping purposes.

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

Mary D. Motiff
Mayor

Attest:

Scott J. Kluver
City Clerk

Adopted:

Date of publication:

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



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

To: Honorable Mayor and City Council Members
From: Scott J. Kluver, Administrator
Re: Goose Control at West End Park/Treatment Plant Area
Date: July 26, 2023

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

No other plans or cost-effective solutions have been brought forward to reasonably and effectively address this issue. At a League of Municipalities conference seven years ago, Professor David Drake, an expert in urban wildlife, discussed non-lethal and lethal pest control. Unfortunately, no new ideas were presented at this session as how to deal with the geese issue, and there are no new ideas today. We have looked at decoys, lights, sprays, border collies, USDA netting, lasers, and other forms of harassment. These methods have been found to either be ineffective or cost prohibitive. The USDA is willing to come back this winter and do a presentation on their netting program again if the Council would like to proceed with considering that.

I am therefore again asking for your approval to shoot geese this fall. This request has been coming every year for the past decade or more. This would occur with the protocols that were established four years ago that I have included. This year the operation would be conducted by members of the Washburn Police Department. There have been a number of resident geese that have been observed in the West End/treatment plant area.

In conjunction with egg addling which we have been doing for years, we have been effective in most years in keeping the population under control. It is still an annual problem because not all of the nests with eggs are on City property. I have personally observed over 50 new goslings this year, which is a very large number that produces a lot of poop.

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

Goose Population Control Protocols

Approved January 14, 2019

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

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

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

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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 *SK*

Re: Acceptance of Bid and Award of Contract for S. 7th Avenue W. Reconstruction Project

Date: July 25, 2023

It is not a highly traveled road, but if you did travel it in a low-clearance vehicle, you would probably bottom out. That is why this project was placed in the budget for 2023. This project will be partially funded with a small Local Road Improvement Program (LRIP) grant.

Bids were received, and No. 2 Septic Pumping and Excavating, Inc. is the lowest responsible bidder. Enclosed you will find the bid results and the proposed contract for your approval.

Do note that this project will replace the stormwater pipe under the road and gravel the road. Note that blacktopping the road is not included at this time. We will look at potential blacktop with other projects as funding allows.

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

BID TABULATION

Project: 2023 S. 7th Avenue West LRIP

Date of Bid Opening: July 25, 2023 Time of Bid Opening: 2:00 PM

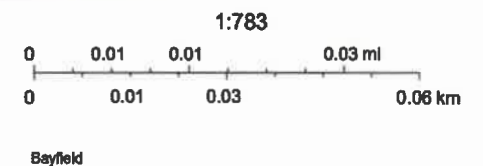
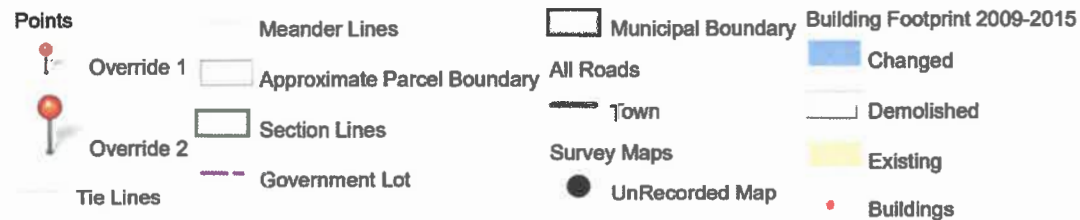
Contractor	Bid Bond	Bid Form	24" PE Storm Sewer Installation Only	Connect to Existing Storm Sewer	Remove to Existing Asphalt	Excavation Below Subgrade	Base Course 1-1/4" Dense	Inlet Protection	Base Bid
Ritola, Inc.	Yes	Yes	\$19,500	\$2,500	\$4,000	\$5,499	\$24,024	\$360	\$55,883
No. 2 Septic Pumping & Excavating	Yes	Yes	\$6,315	\$515	\$1,136	\$4,841.20	\$16,060.20	\$310	\$29,117.40

Attendees At Bid Opening: City Admin Scott Kluver; DPW Director Schuette, Kent Ritola

Bayfield County, WI



7/26/2023, 4:15:03 PM



**AGREEMENT
CITY OF WASHBURN
AND
NO. 2 SEPTIC PUMPING & EXCAVATION, INC.**

Project: S. 7th Avenue West Reconstruction Project

THIS AGREEMENT is made and entered into at Washburn, Wisconsin, by and between the City of Washburn, Wisconsin, 119 Washington Avenue, P.O. Box 638, Washburn, WI 54891 ("Owner" or "City"), and No. 2 Septic Pumping & Excavation, Inc., 50181 State Highway 13, Ashland, WI 54806 ("Contractor").

1. Work. The Contractor shall complete the Work called for in the Contract Documents. This Work is generally described as the S. 7th Avenue W. Reconstruction Project.

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

3. Compensation.

(a) City shall pay Contractor in accordance with the Contract Documents. Payment shall not exceed \$29,177.40. If the bid is based on per-unit costs, payment shall be based upon actual units or quantities delivered and installed. Estimated quantities are not guaranteed.

(b) Progress payments. One progress payment will be allowed. The City will withhold a retainage of 10% from any progress payment.

(c) Final payment. Upon request for Final Payment, and determination by the City that the Work has been completed, Owner will pay all amounts owing, including retainages from progress payments, less any allowable deductions, including but not limited to liquidated damages.

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

5. Insurance. At all times during the performance of this Contract, the Contractor shall have in place insurance as outlined in the Instructions to Bidders. All such insurance shall be evidenced

by a current certificate of insurance naming the City as an additional insured, and providing that no changes or cancellation for the insurance shall be made without first informing the City.

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

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

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

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

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

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

CITY OF WASHBURN
By:

Mary D. Motiff, Mayor

Scott J. Kluver, Clerk

Date

Date

CONTRACTOR
No. 2 Septic Pumping & Excavating, Inc.
By: Les Dykstra, President

Date

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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, ^{SK}Administrator

Re: Acceptance of Bid and Award of Contract for Holman Lakeview Drive Stormwater Improvement Project

Date: July 24, 2023

Bids are due for this project on August 1 at 2:00 p.m. Assuming that the lowest responsible bidder will be within the project budget, I will be recommending that the bid be accepted and the contract awarded. We will also need to approve a Stormwater Budget Amendment to fund the project. It is my hope to provide this information in advance of the Council meeting.

As you will recall from last month, it is our desire to have the stormwater culvert under Holman Lakeview Drive enlarged prior to WisDOT paving Holman Lakeview Drive this fall.

Please let me know if you have any questions on this project or this process.

ADVERTISEMENT FOR BIDS

Holman Lakeview Drive Stormwater Improvement Project City of Washburn, Wisconsin

Notice is hereby given that sealed bids will be received by the City of Washburn until **2:00 PM, Tuesday, August 1, 2023**, according to the clock on the wall at the Washburn City Hall for the Holman Lakeview Drive Stormwater Improvement Project. The Bids will be received at the City of Washburn, 119 Washington Ave., Washburn, WI 54891, and publicly opened and read aloud at the time stated above.

Bids shall be on the forms provided for that purpose and according to the Contract Documents prepared by the City of Washburn, 119 Washington Avenue, Washburn, Wisconsin 54891, and (715) 373-6160, dated July 11, 2023.

Bid forms and Contract Documents may be obtained at the Washburn City Hall or by e-mailing washburnadmin@cityofwashburn.org.

Bid security in the amount of ten (10%) percent of the bid must accompany each bid in accordance with the Instructions to Bidders.

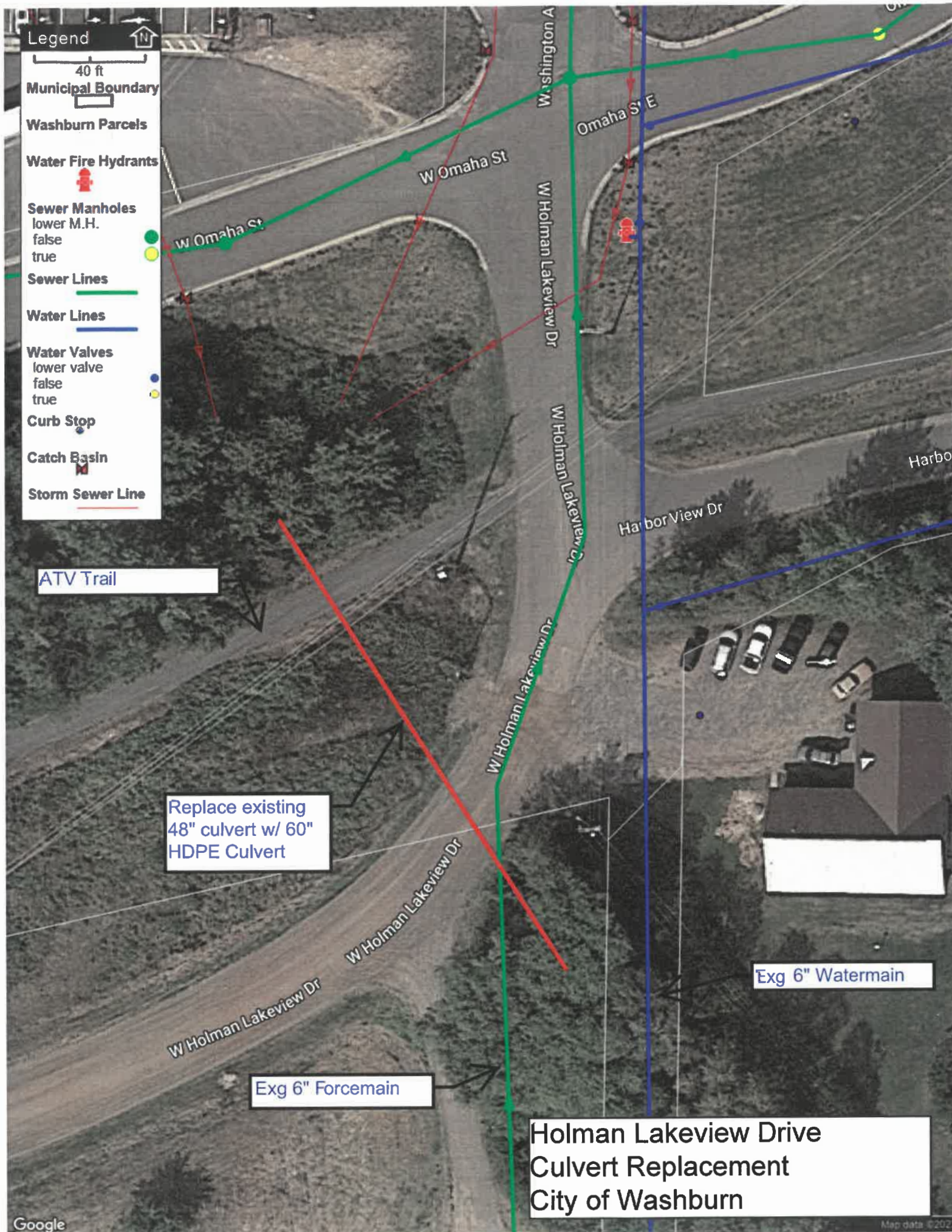
Performance and payment bonds in the amount of 100 percent of the contract amount will be required.

Liquidated damages will be established in the amount of One hundred fifty dollars (\$150.00) per calendar day after the agreed completion date that the Work is not fully certified by the Public Works Director as being Substantially Complete, as is defined in the Conditions of the Contract. All of the Contract Work must be completed on or before September 22, 2023.

The City of Washburn reserves the right to reject any and all bids or to accept any bid deemed for the best interests of the City, and waive any irregularities in bidding.

Respectfully Submitted,
Scott J. Kluver, Administrator

Publ: Ashland Daily Press – Box Ad – 07/14/23 and 07/21/23



Legend

40 ft
Municipal Boundary

Washburn Parcels

Water Fire Hydrants

Sewer Manholes
lower M.H.
false
true

Sewer Lines

Water Lines

Water Valves
lower valve
false
true

Curb Stop

Catch Basin

Storm Sewer Line

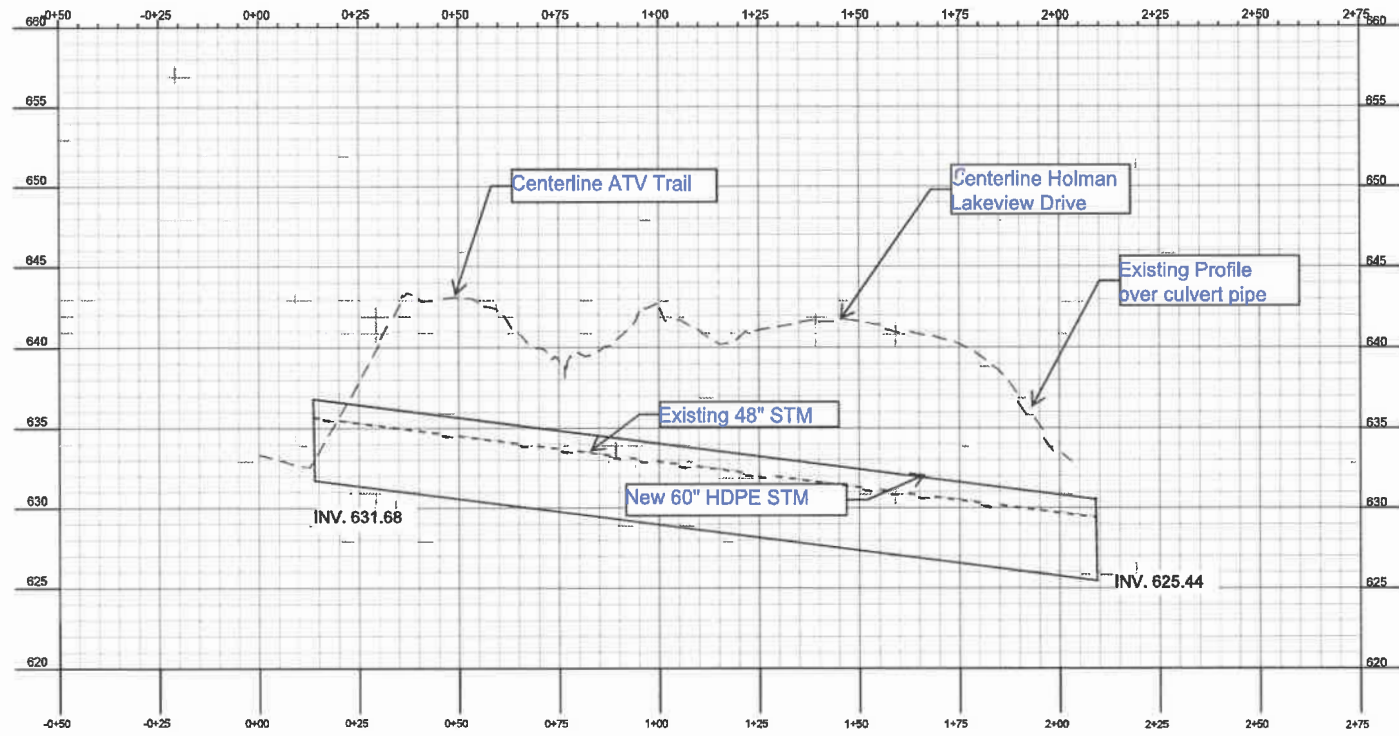
ATV Trail

Replace existing
48" culvert w/ 60"
HDPE Culvert

Exg 6" Watermain

Exg 6" Forcemain

Holman Lakeview Drive
Culvert Replacement
City of Washburn



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: Acceptance of Bid and Award of Contract for Holman Lakeview Drive Stormwater Improvement Project/Stormwater Utility Budget Amendment

Date: August 2, 2023

Yesterday, three bids were received for the Holman Lakeview Drive Stormwater Improvement Project. The lowest responsible bidder was Tyler's Excavating, LLC from Poplar. The bid amount was for \$81,250.

The bid amount was higher than anticipated, by about \$20,000. With this project, the City needs to purchase the actual pipe, which is estimated to be about \$19,000. With the engineering and contingency, I will need an additional \$10,750. So, the grand total cost of this project is expected to be \$111,000. There is a budget amendment that would also need to be approved that would take every available cent from the Stormwater fund balance \$90,000 (savings), and transfer \$20,000 from the General Fund balance (savings) as a loan to the Stormwater Utility. The last \$1,000 would come from within the existing Stormwater budget. That is the only way I see being able to pay for this project at this time.

This project would "do it the correct way" and make sure we do not have stormwater back-up issues because of an undersized pipe once the highway project is done, and to make sure we would not need to rip up a newly paved Holman Lakeview Drive for years to come to fix it after the fact. This project is not anticipated to cause an immediate issue, but one never knows. Delaying the project does add a degree of risk. As much as I do not like to stress our various funds like this, I believe it is important to complete this project and we will need to work to replenish the Stormwater Utility fund going forward.

Please let me know if you have any questions.

**AGREEMENT
CITY OF WASHBURN
AND
TYLER'S EXCAVATING LLC**

Project: Holman Lakeview Drive Stormwater Improvement Project

THIS AGREEMENT is made and entered into at Washburn, Wisconsin, by and between the City of Washburn, Wisconsin, 119 Washington Avenue, P.O. Box 638, Washburn, WI 54891 ("Owner" or "City"), and Tyler's Excavating LLC, 8755 E. Middle River Road, Poplar, WI 54864 ("Contractor").

1. Work. The Contractor shall complete the Work called for in the Contract Documents. This Work is generally described as the Holman Lakeview Drive Stormwater Improvement Project.

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

3. Compensation.

(a) City shall pay Contractor in accordance with the Contract Documents. Payment shall not exceed \$81,250.00. If the bid is based on per-unit costs, payment shall be based upon actual units or quantities delivered and installed. Estimated quantities are not guaranteed.

(b) Progress payments. One progress payment will be allowed. The City will withhold a retainage of 10% from any progress payment.

(c) Final payment. Upon request for Final Payment, and determination by the City that the Work has been completed, Owner will pay all amounts owing, including retainages from progress payments, less any allowable deductions, including but not limited to liquidated damages.

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

5. Insurance. At all times during the performance of this Contract, the Contractor shall have in place insurance as outlined in the Instructions to Bidders. All such insurance shall be evidenced

by a current certificate of insurance naming the City as an additional insured, and providing that no changes or cancellation for the insurance shall be made without first informing the City.

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

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

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

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

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

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

CITY OF WASHBURN
By:

Mary D. Motiff, Mayor

Date

CONTRACTOR
Tyler's Excavating LLC
By: Tyler Kauther, Owner

Scott J. Kluver, Clerk

Date

Date

City of Washburn
Resolution No. 2023-015

2023 Storm Water Utility Budget Amendment No. 1

WHEREAS, the 2023 Storm Water Utility budget was approved prior to determining it was a desire to place a larger culvert under Holman Lakeview Drive prior to the DOT paving Holman Lakeview Drive as part of the Bayfield Street Project; and

WHEREAS, the Council has made the upsizing of the culvert under Holman Lakeview Drive a priority;

NOW THEREFORE, The Common Council for the City of Washburn, Wisconsin, acting at its monthly meeting of August 7, 2023, resolves to amend the 2023 Stormwater Utility Budget as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount Approved With Adoption of the 2023 Budget</u>	<u>Amount Approved With Adoption of 2023 Budget Amendment No. 1</u>	<u>Difference</u>
820-00-49210-000	Transfer from General Fund Cash Balance	\$0	\$20,000	\$20,000
820-00-49247-000	Fund Cash Balance	\$0	\$90,000	\$90,000
820-00-53443-810	Capital Outlay/Bayfield St.	(\$40,000)	(\$150,000)	(\$110,000)
	TOTAL	(\$40,000)	(\$40,000)	(\$0)

Mary D. Motiff, Mayor

STATE OF WISCONSIN)
)
COUNTY OF BAYFIELD)

I hereby certify that the foregoing resolution is a true, correct and complete copy of Resolution 2023-015 duly and regularly passed by the Common Council for the City of Washburn on the 7th day of August 2023, and that said resolution has not been repealed or amended, and is now in full force and effect.

Scott J. Kluver, Clerk

Dated this 8th day of August, 2023

BID TABULATION

Project: 2023 Holman Lakeview Drive Stormwater

Date of Bid Opening: August 1, 2023 Time of Bid Opening: 2:00 PM

Contractor	Bid Bond	Bid Form	60” PE Storm Sewer Installation Only	60” Metal Apron Endwall Installation Only	Heavy Rip Rap w/Type HR 100 Fabric	Geotextile Stabilization Fabric	Base Course 1-1/4” Dense	Silt Fence	Topsoil, Seed, Fertilizer and Mulch	Salvage Existing Gravel	Clearing and Grubbing	Base Bid
A-1 Excavating Spooner WI	Yes	Yes	\$75,000	\$6,000	\$5,300	\$320	\$7,560	\$400	\$1,000	\$1,000	\$1,000	\$97,580
Jakes Excavating Ironwood, MI	Yes	Yes	\$49,000	\$3,600	\$7,600	\$2,080	\$11,340	\$600	\$2,500	\$1,500	\$5,500	\$83,720
Tyler Excavating LLC – Poplar, WI	Yes	Yes	\$64,900	\$2,000	\$3,000	\$1,000	\$7,350	\$500	\$1,500	\$500	\$500	\$81,250

Attendees At Bid Opening: City Admin Scott Kluver; DPW Director Schuette, Jeannie Turner of A-1 Excavating

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



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

To: Honorable Mayor and City Council Members

From: Scott J. Kluver, Administrator

Re: Ordinance to Establish Loan Program For Water & Sewer Lateral Replacements

Date: July 27, 2023

With the upcoming Bayfield Street Project and the City encouraging, and requiring in some cases, that water and sewer laterals be replaced, some property owners (both residents and businesses) may have difficulty financing that cost which I would expect to run \$3,000 to \$5,000 in most cases. I have been working with the Chamber on what programs are currently available and what the conditions of those programs are. We know for example that there is a Housing Loan Program that already exists in the City for qualified residents, and there is a USDA program that can issue loans or grants based on certain criteria. We are looking at other options for businesses, but it is limited. We are also applying for funding to address those that may have galvanized pipe that would be required to be replaced.

Given the hodge-podge of potential eligibility, I would like to propose that the City establish an interest free loan program with no income requirements that both businesses and residents would be eligible for if they are not eligible for any of the other programs that are available. Loans would be amortized over five years, and the first payment would start in the following year. A missed payment would result in it being placed as a special assessment on property taxes, which would protect the City and ensure that the fund for this can be used for other purposes in the future.

This program would be funded from the former business revolving loan fund that was discontinued by the state, and currently has \$185,000 available. If 35 loans were issued (roughly half of the properties for Phase 1), at \$3,000, \$105,000 would be needed. In order to provide loans up to \$4,000 or higher, the fund may need to be supplemented with other general fund reserve dollars (our savings account) for Phase 2 of the project. I want to make sure both phases are treated equally, and as long as we maintain healthy reserves for the next few years we should be able to do this without concern. If the Council would like to set an upper limit on the amount to be loaned per property, that would assist in final calculations on the dollars needed. I am running my own projections and estimates at this point on the number of potential loans, but there are still several variables so it is difficult to be exact. It would my intention to have the Council designate a final approved amount available for the program. An application form and process similar to how Covid Business Loans were administered would be implemented.

If the Council approves this ordinance, we can continue to work on the details and be ready to present all of the options to the public in the fall. Although this is targeted to Bayfield Street property owners, it is not restricted to those properties.

Please let me know if you have any questions about this proposal or its requirements. I am trying to keep it as simple as possible, yet make sure the City is protected.

CITY OF WASHBURN
Ordinance No. 23-005

An ordinance adopted by the Common Council for the City of Washburn at its regular meeting of _____, 2023, for the purpose of amending Chapter 9, Title 5, Section 8 regarding financing options for replacement of sewer and/or water laterals in connection with the Bayfield Street reconstruction project.

1. Replace Sec. 9-5-8 in its entirety as follows:

Sec. 9-5-8 Financing Option Available

- (a) **Terms.** The City of Washburn shall provide interest-free financing to offset the cost of construction for any required lateral replacement and/or hookup charges related to the City's reconstruction of its water and wastewater utilities connected with the reconstruction of Bayfield Street. The funds for this financing program shall come from the City's undesignated fund reserves, up to a maximum available amount that good accounting practices permit. Any loans under this Section will be made on a first-come first-serve basis in accordance with the requirements set forth herein.
- (b) **Timeline and Applicability.** To qualify for this program, the utility connection must be completed at the same time as the planned opening of Bayfield Street for the city-wide Bayfield Street and utility reconstruction project occurring from 2024 through 2027. The anticipated dates for the opening of the relevant sections of Bayfield Street for each impacted property owner will be provided to the property owners by the City once those dates have been finalized.
- (c) **Conditions of Loan.**
 - 1) The loan shall be amortized in five (5) equal payments.
 - 2) Each annual payment shall be payable to the City on or before July 31 of each year.
 - 3) The first payment shall be due in the calendar year following the year in which the loan is provided.
 - 4) By accepting the loan, the owner of the property agrees that any unpaid installment not made at the time due shall constitute a special tax on the property.
 - 5) The loan shall be paid in full upon any sale, transfer or subdivision of the property or any part thereof.
 - 6) The property owner shall agree to execute all necessary documentation, including loan agreements, promissory notes, property liens, etc., prior to disbursement of the loan funds.
 - 7) The property owner shall certify that he or she has utilized or is ineligible for all other external funding sources for costs of this project, including any available grants or subsidized loan programs.
- (d) **Intent.** The loan program is intended to provide monies to offset the costs of the following:
 - 1) Payment to a licensed plumber for sewer and/or water lateral installation and connection to the sewer and/or water main.

- 2) Interior plumbing (labor and materials) necessary to facilitate the connection.
 - 3) Pay utility connection fees (if any).
 - 4) Payment for costs associated with the proper abandonment and/or replacement of existing laterals.
- (e) **Program Applicability.** This loan program is limited to those properties affected by the renovation and replacement of the City's utility system as a result of the reconstruction of Bayfield Street.
- (f) **Loan Disbursements.** The loan proceeds will be disbursed to the property owner at such time as all of the following have been accomplished:
- 1) Receipt of a completed Loan Application including verification of property ownership.
 - 2) Executed loan agreement, promissory note and lien filings have been provided to the City.
 - 3) The appropriate utility accounts have been established with the City.
 - 4) A water meter has been installed on the premises.
 - 5) The physical lateral connections are made.
 - 6) Verification that the work has been undertaken by a licensed plumber and has been constructed in accordance with the relevant codes.
 - 7) The property owner has presented documentation to the satisfaction of the City verifying the costs associated with the project.
- (g) **Sunset Provision.** This Section shall expire on December 30, 2027. Notwithstanding the expiration of this Section as of this sunset date, any loans issued and outstanding prior to this sunset date shall be required to be repaid to the City consistent with the terms of such loan.

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

Mary D. Motiff
Mayor

Attest:

Scott J. Kluver
City Clerk

Adopted:

Date of publication:

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



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

To: Honorable Mayor and City Council Members

From: Scott J. Kluver, Administrator *SJK*

Re: Working Foreman Job Description for Public Works

Date: July 24, 2023

Enclosed you will find a proposed job description for your approval as recommended by the Personnel/Finance Committee. This job description is a re-write of the former Working Foreman position and the existing Public Works Supervisor job description (unfilled) to meet the current needs of the department. This position will assist with the planning of tasks and monitoring the work as well as fully participating in the daily field tasks of the department. This will allow the Director to better focus on planning for the needs of the department and longer-term projects. I believe this will help the department continue to make improvements in handling the work that it is tasked with.

With this, it is recommended that the current Public Works Supervisor pay rate be kept for this position. If the Council approves, we will proceed with advertising for the position with the retirement of one of our long-time employees in September.

There would not be a significant impact on the budget with this position, simply the difference in the pay rates between the current equipment operator position and what is proposed for this position. It is my understanding that the expense would be eligible to be covered under the recently approved Shared Revenue increase.

Please let me know if you have any questions related to this job description or the change in structure in the department.

City of Washburn Job Description



Position Title: Working Foreman
Department: Public Works
Immediate Supervisor: Director of Public Works

General Statement:

This full-time, 40 hour per week position within the Public Works Department is intended to provide for the efficient delivery of public works and utility services to residents of, and visitors to, the community. As such, the Working Foreman will oversee the performance of building maintenance and construction, park maintenance and construction, cemetery duties, road maintenance and construction, as well as manual labor as required by the needs of the Department and requirements of the City.

This position works closely with the general public, administrative staff, and regulatory agencies in carrying out responsibilities of the Department. Must be a team player and maintain cooperative and “can do” attitude relationships with all municipal departments. Must possess oral and written communications and above average problem-solving skills.

Essential Functions and Related Tasks:

Essential and other important responsibilities and duties may include, but are not limited to, the following:

- 1) Assists with planning, organizing, and evaluating the Public Works functions of the City.
 - Assists in the planning of job assignments.
 - Oversee daily assignments as directed by the Director of Public Works.
 - Plan and coordinates workloads, equipment repairs, job materials and staffing.
- 2) Assists in the personnel management of the Department.
 - Determine staff needs and make recommendations when additional staffing is necessary.
 - Act as liaison between Public Works staff and Director.
- 3) Schedule and supervise departmental employees in a manner which assures safe, efficient, and effective departmental operations.
 - Assist in determining appropriate staffing levels for each departmental function.
 - Assign staff to tasks in accordance with staffing needs and individual ability and expertise.
 - Ensures compliance with work rules of the department, state, and federal agencies.

Physical Requirements in Performing Tasks Listed:

The physical demands described here are representative of those that must be met in order for an individual to successfully fulfill the essential functions of this position. Reasonable accommodations may be offered to enable an individual with disabilities to perform the essential functions.

Work is performed in both indoor and outdoor settings. The Working Foreman will be frequently required to sit, stand, and kneel for extended period of time, walk over rough or uneven surfaces, work in excavations, confined spaces, and unpleasant surroundings, talk, hear, navigate stairs and may occasionally lift heavy objects.

While performing the duties of this job, the employee will work frequently with a motor vehicle, small engine powered equipment, heavy equipment, hand tools, work in indoor and outdoor settings and confined spaces such as public right-of-ways, parklands, municipal facilities such as wells, wastewater treatment plant, sanitary sewers, harbor, etc. Lighting and noise levels will vary from location to location and from day to day. The outdoor settings will present various types of weather conditions and terrain. The employee will be exposed to hot and cold temperatures, precipitation, fumes from paints, herbicides, pesticides, gasoline and fuels, cleaning supplies, vehicle exhaust, campfires, marine vessels, etc. The employee will be exposed to allergens and unpleasant conditions.

Approved by Council: #####23

CITY OF WASHBURN 2023 Position Salary Schedule (Approved 121222)

Salaried:

	Annual (2022) (2.00%)	Annual Base (2023) (2.5%)	Base With Step (2023)
Administrator (Step C)	\$81,362.93	\$83,397.00	\$89,809.45
Assistant Administrator (Step A)	\$56,100.00	\$57,502.50	\$58,940.06
Treasurer – Deputy Zoning (Step C)	\$61,375.38	\$62,909.76	\$67,746.92
Public Works Director (Step A)	\$70,380.00	\$72,139.50	\$73,942.99
Library Director (Lib. Board) (Step C)	\$48,342.07	\$49,550.62	\$53,360.60
Police Chief	\$72,474.21	\$74,286.07	Follows Contract
Assistant Police Chief	\$62,947.20	\$64,520.88	Follows Contract

Hourly:

	Hourly 1/1/22 (2.00%)	Hourly Base 1/1/23 (2.50%)	Hourly Step A 1/1/23	Hourly Step B 1/1/23	Hourly Step C 1/1/23	Salary Equivalent (Base Rate) (2023) (2080 hrs)	Salary Equivalent (Step C) (2023) (2080 hrs)
Public Works Supervisor*	\$26.54	\$27.20	\$27.95	\$28.54	\$29.23	\$56,576.00	\$60,798.40
Mechanic/Equipment Operator	\$23.50	\$24.09	\$24.71	\$25.34	\$25.96	\$50,107.20	\$53,996.80
Equipment Operator/Laborer (s)	\$21.40	\$21.94	\$22.50	\$23.06	\$23.63	\$45,635.20	\$49,150.40
Laborer*	\$19.42	\$19.91	\$20.42	\$20.93	\$21.44	\$41,412.80	\$44,595.20
Custodian	\$19.42	\$19.91	\$20.42	\$20.93	\$21.44	\$41,412.80	\$44,595.20
Deputy Clerk-Treasurer*	\$23.97	\$24.57	\$25.20	\$25.84	\$26.48	\$51,106.60	\$55,078.40
Water & Sewer Operator In Charge	\$27.60	\$28.29	\$29.02	\$29.75	\$30.47	\$58,843.20	\$63,377.60
Water & Sewer Operator/Street Laborer	\$21.85	\$22.40	\$22.97	\$23.54	\$24.12	\$46,592.00	\$50,169.60
Library Assistant (Library Board)	\$15.96	\$16.36	\$16.77	\$17.19	\$17.62	\$33,196.80	\$36,649.60
Administrative Assistant	\$21.95	\$22.50	\$23.08	\$23.67	\$24.25	\$46,800.00	\$50,440.00
EMT Basic (New)		\$21.63	\$22.19	\$22.74	\$23.30	\$44,990.40	\$48,464.00

*Position does not currently have anyone assigned to it.

Election Workers = \$12.50/hr (\$.50 increase over 2022)

DPW LTE/2nd Year Seasonal = \$14.00/hr (\$.50 increase over 2022)

DPW First Year Seasonal = \$13.50/hr (\$.50 increase over 2022)

Part-Time Police Officers = \$20/hr in training \$22/hr after training

EMT \$43.60 per call (2 hrs)/ \$3 on call (Run Rate\$3.60 increase over 2022)

Fire Call Rate \$15 (Increase of \$3.00/hr over 2022)