

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, January 8, 2018 City Hall 4:30PM

- Committee Review-Monthly Expenditures

NOTICE OF CITY COUNCIL MEETING

Monday, January 8, 2018 Washburn City Hall 5:30 PM

The Council may elect to go into closed session pursuant to Wisconsin State Statute §19.85(1) (e) for the purpose of potentially selling public property, for which competitive and bargaining reasons require a closed session, following which the Council may reconvene in open session to take any action that may be necessary on the closed session items.

AGENDA

- Call to Order/Roll Call/Pledge of Allegiance
- Approval of Minutes – City Council Meeting – December 11, 2017
- Approval of Monthly Expenditures via Roll Call Vote
- Public Comment
- Mayoral Announcements, Proclamations, Appointments
 - Council Appointment to Harbor Commission
- Appointment for At-Large Council Seat/Swear In New Member **TAB 1**
- Discussion and Action on Offer on City-Owned Property for Harbor View Parking Lot – Lot 3 of Draft Certified Survey Map Approved at December 11, 2017 Council Meeting – American Hotel Association, LLC - Petitioner **TAB 2**
- Consideration of Response from Iron Works on Memo of Understanding and Offer to Purchase North ½ of Lot 31 on the City’s Property Inventory List (Tax ID 36799) – Washburn Iron Works, Petitioner **TAB 3**
- Discussion & Action on 2018 Thompson’s West End Park Boat Ramp Fees **TAB 4**
- Discussion & Action on Amendment to Marina Management Agreement Related to Insurance Requirements **TAB 5**
- Discussion & Action on Resolution #18-001 Combining Wards into Single Polling Place for Spring Election **TAB 6**
- Alcohol Licensing Matters - **TAB 7**
 - Bartender License Applications – #19 – 43 through 44
- Closed Session Items
 - Negotiation on Offer on City-Owned Property for Harbor View Parking Lot – Lot 3 of Draft Certified Survey Map Approved at December 11, 2017 Council Meeting – Jeff Moberg, Petitioner
 - Negotiation on Offer to Purchase North ½ of Lot 31 on the City’s Property Inventory List (Tax ID 36799) – Washburn Iron Works, Petitioner
- Adjourn

December 11, 2017

CITY OF WASHBURN COMMON COUNCIL MEETING

5:30PM Washburn City Hall

Present: City Council Members: Mary McGrath, Richard Avol, Jeremy Oswald, John Gary, Jennifer Maziasz

Municipal Personnel: Mayor Scott A. Griffiths, City Administrator Scott J. Kluver, Assistant City Administrator Dan Stoltman, City Attorney Siegler

Excused Absence: Robert Arquette. Vacant at large member

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

Approval of Minutes – City Council Meeting October 9, 2017 & November 13, 2017– Oswald stated that while the minutes noted that he arrived late for the November 13 meeting, it did not indicate the time he arrived and would like that indicated A motion was made by Avol to approve the October 9, 2017 & November 13, 2017 with the change noted, second by McGrath. Motion carried unanimously.

Approval of Expenditures- A motion to approve the monthly expenditure vouchers made by Maziasz, second by McGrath. Motion carried unanimously on roll call vote of all five (5) councilors in attendance.

Public Comment – None

Mayoral Announcements, Proclamations, Appointments-

- Appointment to Harbor Commission- No discussion took place. A motion was made by Avol to appoint Roger Reiswig to the Harbor Commission, second by McGrath. Motion carried unanimously.
- Personnel/Finance Committee – The Mayor asked the Council if anyone would be interested in being on the Personnel & Finance Committee. Avol expressed interest. A motion was made by Oswald to appoint Richard Avol to the Personnel & Finance Committee, second by Avol. Motion carried unanimously.
- Council Appointment to Harbor Commission- A discussion took place on when and how often the commission meets. McGrath indicated she would be interested if no one else is. It was stated that the appointment would take place at the next meeting when all council members are present. No motion was made.
- Election Board Appointments – No discussion took place. A motion was made by McGrath to approve the appointments as recommended to the election board, second by Avol. Motion carried unanimously.
- Election of Council President – The Mayor discussed the role of the Council President. McGrath nominated Maziasz. A motion was made by McGrath to elect Maziasz as the Common Council President, second by Avol. Motion carried unanimously.

Discussion and Action on Appointment Process for Vacant Councilor At-Large Seat – The Mayor gave an overview of the options for the seat. Avol stated that he is in favor of filling seat by appointment until the spring election. Oswald concurred. A discussion took place on the requirements for appointing someone as well the requirements of running for the seat in the spring election. A motion was made by Avol to advertise the vacant Councilor At-Large Seat and accept applications for appointment, second by Oswald. Motion carried unanimously.

Discussion and Action on Draft Certified Survey Map for Harbor View Event Center/Marina Area – Kluver gave an overview and discussed the need for flexibility in the city easement relating to a utility line. He explained that in the survey map it only indicates a line is somewhere on the property, but once located, the official deed will state the location and easement. A motion was made by McGrath to approve the certified survey map for Harbor View Event Center/Marina area, with the flexibility of where the city moves the utility line/easement, second by Gary. Motion carried unanimously.

Discussion & Action on Location and Process for Installing Solar Panels at City Facilities – The Mayor gave an overview of the design build and the locations to be included. A discussion on the potential sites and placement of solar panels. It was stated that Memorial Park should be left out due to the location of the panels infringing on the view and overall appearance of the park potentially having an adverse impact on camping revenues. It was stated that more than one location for the placement of the panels at the pumphouse site should be included in the bid document. It was stated that the preference for the city garage is for panels to be placed on the roof. A motion was made by Maziasz to have the administration move forward with an invitation to bid document that includes all recommended locations except for Memorial Park, with preference of panels be located on the roof of the city garage, and have an alternate location for panels placement at the pumphouse location, and the bid document does not need Councils approval to be released, second by McGrath. Motion carried unanimously.

Review of West End Park Expansion Plan, Discussion on Park Designated Fund, and Discussion and Action on Potential Park Projects – The mayor gave an overview. A discussion took place on the West End Park expansion plan and the park designated fund. A discussion took place on what improvements to the park should be the priority. It was stated that the administration should move forward on a plan for a yurt in a location within the current West End Park plan, and implement it. It was also stated that smaller improvements to the park be looked into such as improving the entrance to the park and maintenance. No motion was made.

Discussion & Action on Washburn Professional Police Association Local 201 Contract for 2018-2020 – The Mayor stated that the contract was a good step in the right direction to keep our officers on parity with neighboring departments. A discussion was had on the vacation section. It was stated that the vacation is in line with the current personnel manual with the exception of years worked to receive maximum vacation. The reason for that change was due to the average years an officer typically works. A motion was made by Avol to approve the Washburn Professional Police Association Local 201 Contract for 2018-2020 as presented, second by McGrath. Motion carried unanimously.

Discussion & Action on 2018 Pay Schedule – Oswald asked about the administrative assistant pay. Kluver stated that it is a position that exists but the city has no plans to hire one. A motion was made by McGrath to approve the 2018 pay schedule, second by Oswald. Motion carried unanimously.

Discussion & Action on Proposed 2018 TID #2 Budget – No discussion took place. A motion was made by Avol to approve the proposed 2018 TID #2 budget, second by Maziasz. Motion carried unanimously.

Discussion & Action on Resolution #17-011 Adopting All 2018 Budgets and Expenditures – No discussion took place. A motion was made by McGrath to approve resolution #17-011, adopting all 2018 budgets and expenditures, second by Maziasz. Motion carried unanimously.

Discussion & Action on Release of City Attorney Request for Proposals – The Mayor stated that the administration sent out an updated version of the RFP that reflected the changes recommended by City Attorney Siegler. A discussion took place on the process of reviewing of applicants. A motion was made by Avol to approve the release of the RFP with the changes suggested by Siegler, and have the first review of candidates conducted by the Personnel and Finance Committee to then be recommended to Council, second by Maziasz. Motion carried unanimously.

Discussion & Action on Writing-Off Certain Outstanding Ambulance Bills/Utility Bills – No discussion took place. A motion was made by McGrath to approve the writing-off certain outstanding ambulance bills/utility bills, second by Avol. Motion carried unanimously.

Discussion & Action on 2018 Meeting, Election, and Holiday Calendar – No discussion took place. A motion was made by Avol to approve the 2018 meeting, election, and holiday calendar with the recommendations of the administration, second by McGrath. Motion carried unanimously.

Discussion & Action on CDBG RLF Housing Administration Contract with Northwest Regional Planning Commission – No discussion took place. A motion was made by McGrath to approve the CDBG RLF Housing Administration Contract with Northwest Regional Planning Commission, second by Gary. Motion carried unanimously.

Alcohol Licensing Matters - Discussion & Action on Issuance of a Corporation Class “A” Fermented Malt Beverage and Cigarette License to Lyndale Terminal LLC., dba Holiday Station store #227, Eugene Rich, Agent, 606 West Bayfield Street – no discussion took place. A motion was made by Avol to approve the issuance of a Corporation Class “A” Fermented Malt Beverage and Cigarette License to Lyndale Terminal LLC., dba Holiday Station store #227, Eugene Rich, Agent, 606 West Bayfield Street, second by McGrath. Motion carried unanimously.

Adjourn – A motion was made by Avol to adjourn at 6:49pm, second by McGrath. Motion carried unanimously.

Dan Stoltman
Assistant City Administrator

FINANCE COMMITTEE MEETING 4:30PM

Committee Members Mary McGrath and Jennifer Maziasz reviewed monthly expenditure vouchers.

1

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: Applicants for Councilor At-Large Seat
Date: December 27, 2017

Two applicants have applied for the appointment to the Councilor At-Large seat. Both applicants are registered voters in the City of Washburn. I see no eligibility issues for either.

Appointment would be made by a simple motion and second, followed by a majority approval. You are free to ask questions of the applicants and discuss as you see fit. Assuming the Council makes an appointment, I will be prepared to swear in the appointee for immediate seating.

CITIZEN PROFILE

APPLICATION FOR CITY OF WASHBURN CITY COUNCIL SEAT

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

The vacated seat of a City Councilor is filled by election of the members of the Common Council.

City Council District & Ward: Alders person - at - Large

Name of Applicant: Karen Spears Novachek

Home Address: 610 East 4th St

Home Phone: 715-812-1049 Business or Cell Phone: 602-809-8731

E-mail: karensnova@aol.com

Occupation: Retired

Are you currently serving on a City Committee, Board or Commission? Yes No

If yes, which one: _____

Please describe any background and experience you feel qualifies you for the seat you seek:

- Grew up in Washburn, graduated from WHS 1962
- Returned to Washburn in March 2017
- Career as a Master level Social Worker included working for a Council of Governments and state government as a planner
- Employed as an Assistant Director of a mental health agency, as a Human Services Adm managing a \$8 million budget and 40 employees.

Are you able to attend meetings regularly? Yes NO

Signature: Karen S. Novachek

Date: 12-26-17

12/26/17

To: Common Council of the City of Washburn
Re: Application for Alderperson-at-large Seat

I have returned to Washburn after a very long absence - more than 50 years. For the past 15 years I have spent summers in the area. Approximately 18 months ago I decided that it was time to "come home" permanently.

I plan to run for the Alderperson-at-large seat in 2018. My reasons for wanting to become involved in local government include:

- a long interest in how governments work and make decisions
- experience in working with citizen groups and coalitions
- ability to listen to divergent opinions and assist in finding common ground
- desire to give back to a community - Washburn - that I love.

Please consider my application for the vacant Alderperson-at-large seat.

Thank you

Sam Spears Novachuk

Fax 715 373 6148

CITIZEN PROFILE

APPLICATION FOR CITY OF WASHBURN CITY COUNCIL SEAT

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

The vacated seat of a City Councilor is filled by election of the members of the Common Council.

City Council District & Ward: Councilor At Large Washburn Ward 23

Name of Applicant: Rhonda Myers

Home Address: 320 W Omaha Apt 17

Home Phone: 715-730-0873 Business or Cell Phone: _____

E-mail: stillredeemed1960@gmail.com

Occupation: retired small business owner, Community Revitalization Specialist

Are you currently serving on a City Committee, Board or Commission? Yes _____ No X

If yes, which one: _____

Please describe any background and experience you feel qualifies you for the seat you seek:

Founder member West Plains Habitat for Humanity, West Plains Optimist Club, W.P. Animal Shelter, W.P. Investment Club, Former City Council Rep., founding member Fairview Line Neighborhood Assoc., Pella Community Garden, board member of Russell House (domestic violence shelter) board member Community Partnership, volunteers Pella Animal Shelter, Comm Partnership, & The Mission

Are you able to attend meetings regularly? Yes X NO _____

Signature: Rhonda Myers Date: 12/26/17

December 26th, 2017

Dear Scott,

I am requesting appointment to the vacant position of councilor at large because prior experience as a council person representing a ward of a little over two thousand residents has shown that, not only am I skilled in serving as a liaison between the residents and city administration, I love filling that position.

I have no personal agenda to advance. My desire is to work collegially with other council members to achieve the already fantastic long term vision officially expressed by the city administration and to work toward meeting the short term goals necessary to fulfill that vision.

I am currently working to obtain the fifty nomination signatures required to be placed on the ballot for the April 2018 election. (A monumental task considering that it has to be done between Christmas and New Years and we are experiencing dangerously frigid temperatures.)

My experience as a successful community organizer/activist covers the span of my entire adult life and runs the gamut from organizing a large active homeschool support group, successfully lobbying Missouri lawmakers to pass appropriate homeschool legislation, organizing a highly publicized protest to keep a serial rapist in jail, going toe to toe with an armed drug dealer, to working to strengthen neighborhoods by teaching the art of intentional neighboring.

My most recent involvement started as a result of a heated exchange witnessed at a city council meeting. The city sponsored an annual neighborhood cleanup during which volunteers targeted a chosen neighborhood with a daylong massive cleanup effort. It was being suggested that a neighborhood referred to as "The Old Shoe" be that year's project. The argument was that they'd cleaned it up three times already, it didn't do any good, and that the people living there were too lazy to keep it up themselves and that God helped those who helped themselves. The city wasn't going to help anymore.

I saw this neighborhood referred to on an almost daily basis on the police department facebook page. I read the comments about how nobody but druggies lived there.

I started doing some research and learned that this was an extremely dangerous neighborhood that had been overtaken by heroin dealers. The homes had been built in the 1930s to house employees of a shoe factory that no longer existed. The houses had been built to last thirty years. They were now approximately 70-80 years old and falling apart.

I found a dozen terrified homeowners unsafe to be outside. The remaining 90 properties were owned by absentee landlords who were not held accountable in any way. The average length of tenancy was three months. Routine maintenance of utility structures and street repairs had been abandoned because of the danger of being in that neighborhood. Emergency responders were called to that neighborhood approximately 400 times annually.

I realized that the "normal" residents were being unfairly blamed, betrayed, and abandoned by their city for something they couldn't control. I got mad.

I met with representatives from the city, utility company, and the police department for suggestions for how to help. Armed with promises of support, righteous anger, and determination I went to work.

VERY long story short, over the course of the next three years, working with the city, the police, many civic organizations, and those few homeowners; the neighborhood was rebranded as The Frisco Line Neighborhood, all of the derelict houses were torn down and cleaned up, the drug dealers were run off or imprisoned, street and utility repairs resumed, grants were obtained to improve what had been substandard housing conditions, local landlords started investing in neighborhood properties, a neighborhood park was created, a large community garden started, 911 calls were reduced from 400 hundred annually to 50, and neighbors became neighbors again.

I was asked to help other high risk neighborhoods organize. I did.

In 2012 I was awarded the newly created police department appreciation award for neighborhood improvement.

I ran for, and was easily elected, to the city council. During my brief tenure on the city council I was able to successfully advocate for the creation of ordinances to hold landlords accountable for the conditions of their properties, the opening of a youth center, increased volunteerism, and the creation of a historic preservation committee.

In 2015 I came to Washburn to help my disabled daughter complete the required sweat equity hours for her new Habitat for Humanity home and decided to stay.

I would appreciate the opportunity to pour myself into serving my new forever home community by serving on the city council.

Thank you for your consideration.

Sincerely,

Rhonda Myers

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, ^{SK} Administrator
Re: Offer for Lot 3 on Draft Certified Survey Map – Harbor View Parking Lot
Date: December 28, 2017

Enclosed you will find and offer for the property that was the subject of the CSM that was approved last month. A copy of that map is included, along with the lease that the City currently has related to that property for its current use.

This property was leased because of the need for parking for the Harbor View Event Center (former Steak Pit) and adjacent Washburn Inn per the City's zoning code. Due to the transition of the Steak Pit, there was not adequate time to plan and approve a land sale, so the lease was developed in order for the new business to get started.

The City had purchased part of the property that is being considered for sale through a bid process in September of 2015 for \$25,000. With closing costs, the total expense was \$27,280. Unbeknownst to us at the time, we were bidding against the now owners of the Harbor View Event Center and Washburn Inn. The portion of the lot that was originally purchased by the City had a Fair Market Value of \$53,500 at the time. This is consistent with other land in the area. Please know that sale price of property is only one factor in the determination of the assessed value. Much of the remaining additional land added to the now Lot 3 is unusable for anything other than parking as a large portion will be under a utility easement that should be included in any motion to sell the property so it can be added into the deed.

To clarify the offer, please know that the intention by the petitioner is to treat the \$10,000 lease payment as money down, and then pay the balance of \$18,000.

Mr. Jeff Moberg is anticipating being present for the meeting with the hopes of concluding this matter at the meeting. I recommend that this offer be considered in good faith, and that the Council work towards a positive agreement to sell this property. A lot of time and effort has been put into this on both sides, and the Harbor View Event Center and the Washburn Inn are assets to the City of Washburn. The City is hopeful that further investment will take place at this location in the near future. Please let me know if you have any questions on this offer.

To: The City of Washburn Council

From: American Hotel Association, LLC

RE: Offer To Purchase

Date: December 28, 2017

Please consider this our offer to purchase approximately 1.54 acres from the City of Washburn for the total sum of \$28,000.00 cash offer, no contingencies. The land is denoted as lot 3 in the attached proposed CSM.

The American Hotel Association, DBA, The Washburn Inn is seeking to purchase the property to meet the parking needs of our patrons. The Washburn Inn has recently purchased and repurposed the former Steak Pit to an event venue. That change in operation has increased the need for parking in our area and we are seeking to purchase the property to meet the growing parking needs. Our offer is based upon an estimate of \$15,000.00 per acre for the property.

Considerations:

We have a long-term interest in remaining a strong and viable business partner in the Washburn area. We are not looking to sell or "flip" this property and feel that the acquisition is necessary to meet our needs.

Respectfully,
Jeff Moberg

LEASE AGREEMENT

The City of Washburn, a Wisconsin municipal corporation, ("the City") and Washburn Development Property, LLC, hereby enter into a Lease for a parcel of land ("the Property") with the Tax Identification Numbers of 32609 and 37075 and described in Exhibit A that is attached hereto and incorporated herein by reference.

WHEREAS, Washburn Development Property, LLC has entered into a Purchase Agreement with John's Prime Steak Pit, Inc. for the purchase of property located at 130 Harborview Drive, Washburn, Wisconsin (hereinafter "Steak Pit");

WHEREAS, Washburn Development Property, LLC needs to ensure adequate parking is available for future use of the Steak Pit and the adjoining property;

WHEREAS, the City of Washburn owns two parcels of property that are adjacent to the Steak Pit and legally described in Exhibit A that is attached hereto;

WHEREAS, both Washburn Development Property, LLC and the City of Washburn have an interest in developing the aforesaid parcels in a manner that maximizes the use of the property;

WHEREAS, the City of Washburn is in the process of soliciting bids for the sale of the parcels, but that process will require the parcels be listed for 30 days following the City Council's approval for the parcels to be listed, and then must consider any bids at a future council meeting;

WHEREAS, to ensure Washburn Development Property, LLC is able to complete the acquisition of the Steak Pit in a timely manner and to begin operation of the Steak Pit, the City of Washburn and Washburn Development Property, LLC desire to enter into a lease agreement that will ensure Washburn Development Property, LLC has adequate parking and to allow the City of Washburn to fulfill its requirements for the sale of property and to enable both parties to create a plan that will maximize the use of the properties;

NOW THEREFORE, the parties agree as follows:

1. For the sum of \$10,000 for the first thirty-six (36) months, the City of Washburn hereby leases to Washburn Development Property, LLC, for a term of twenty-five 25 years the property described in Exhibit A. If by the end of the initial 36 month period and each successive 36 month period, the City has not sold the property to Washburn Development Property, LLC, the parties shall negotiate a rental rate for the duration of the term or an agreed upon part thereof. If the parties cannot agree on a rental rate, the rental rate shall be \$10,000 for the next 36 months. Both parties will act in good faith and cooperate in the development of a plan to maximize use of the properties now owned by the City of Washburn and for Washburn Development Property, LLC to have approximately 150 parking spaces, consistent with storm water control requirements and reasonable landscaping requirements as approved by the Washburn Plan Commission and City Council pursuant to ordinary permitting procedures, as well as a possible building site and boat storage locations reserved from the sale by the City of Washburn. The parties agree that if they are unable to reach an agreement as to the sale

price by April 1, 2017, a mutually agreed upon appraiser shall be used to determine the fair market value which shall be the sale price. The parties shall then close on the transaction no later than 30 days from the date the appraisal report is provided to the parties, unless the parties mutually agree in writing to an extension or to any other disposition of this agreement.

2. Washburn Development Property, LLC shall apply for all permits required under the Washburn City Ordinances for the contemplated use of the property and shall comply with all provisions of all permits issued by the City in relation to the use of the Property for the purposes provided herein. Washburn Development Property, LLC shall apply for such permits within twelve months after closing on the purchase of land from the City of Washburn. Provided applications are made by such date, the property may continue to be used for parking for the Steak Pit pending approval of such applications and until such time as final action is taken on such applications by the City and any other agency, including, but not limited to the Wisconsin Department of Natural Resources, at which time the property shall be used pursuant to the terms of any approvals granted by the City and any other agency.

3. This lease shall not be assigned without the written consent of the City.

4. Washburn Development Property, LLC shall maintain liability insurance on the Property. The limits of liability shall be no less than those in the City's general liability insurance policies for the City's land and buildings. The City shall supply information showing such limits of liability upon request. The City shall be provided with a current certificate of insurance showing that such insurance is in place and providing that the insurance shall not be cancelled or reduced without prior notice to the City. If at any time the Property is not insured or are inadequately insured pursuant to this section, the City may obtain liability insurance for the facilities, the expense of which shall be reimbursed within 30 days of the presentation to Washburn Development Property, LLC of an invoice.

5. Washburn Development Property, LLC shall indemnify and hold harmless the City for any and all losses, liabilities, notices of injury, claims of damages, claims, demands, damages, fees, penalties, forfeitures, fines, assessments, costs of defense, actions, and causes of action, whether civil, criminal, or regulatory, arising from the use of the property by Washburn Development Property, LLC.

6. This lease will terminate upon any of the following occurring:

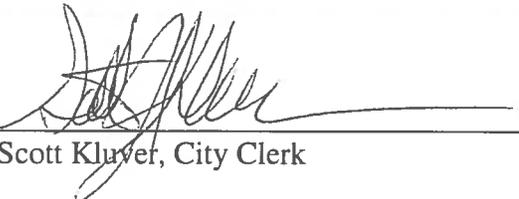
- a. The conveyance of land from the City of Washburn to Washburn Development Property, LLC. The amount set forth in paragraph 1 shall be applied towards the purchase price;
- b. The Steak Pit not being conveyed to Washburn Development Property, LLC by February 1, 2017.
- c. The agreement of the parties.
- d. Termination is controlled by Sec. 704.17(3), Wis. Stats.

Signatures appear on next page.

CITY OF WASHBURN, WISCONSIN

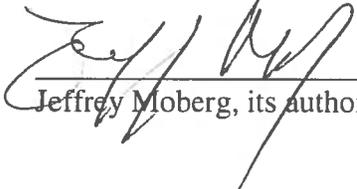
By 
Scott Griffiths, Mayor

11/15/16
Date

Attest 
Scott Kluver, City Clerk

11/15/16
Date

WASHBURN DEVELOPMENT PROPERTY, LLC

By 
Jeffrey Moberg, its authorized member

12/1/16
Date

CITY OF WASHBURN

PO BOX 638

WASHBURN, WI 54891

Receipt Nbr: 24284

Date: 2/23/2017

Check

RECEIVED
FROM

AMERICAN HOTEL ASSOC, LLC

\$10,000.00

Type of Payment

Accounting

Description

LEASE AGREEMENT

PARKING AREA LEASE (36 MONTHS)

Amount

10,000.00

TOTAL RECEIVED

10,000.00

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED



2017R-568311

DENISE TARASEWICZ
BAYFIELD COUNTY, WI
REGISTER OF DEEDS
05/12/2017 10:38AM
TF EXEMPT #: 3
RECORDING FEE: 30.00
PAGES: 1

Document Number

Document Name

THIS DEED, made between Bayfield County

("Grantor," whether one or more). and City of Washburn

("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Bayfield County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

A parcel of land located in Parcel Five (5) of Certified Survey Map No. 000369, recorded in the office of the Register of Deeds for Bayfield County, Wisconsin, on November 3, 1982, in Volume 3 of Certified Survey Maps on pages 240 to 242, inclusive, as Document No. 345568, more particularly described as follows:

Starting at the Northwest (NW) corner of Parcel 5, located on the South boundary of Harbor View Drive; thence South 42°03'41" East, 150.13 feet to an iron pipe set in the ground; thence North 47°49'59" East, 199.57 feet to an iron pipe set in the ground; thence North 41°47'03" West, 150.13 feet to an iron pipe set in the ground; thence South 47°49'59" West, 200.29 feet along the South side Harbor Drive to the place of beginning.

This deed is given to correct incorrect legal description in the deed date October 12, 2015 and recorded on October 14, 2015 as Document No. 2015R-560805.

No fee or transfer return is required pursuant to Wis. Stat 77.255.

Dated this 9 day of May, 2017

(SEAL) Mark Abeles-Allison (SEAL)
* Mark Abeles-Allison, its Administrator

(SEAL) Scott Fibert (SEAL)
* Scott Fibert, its Clerk

AUTHENTICATION

Signature(s) _____

authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
John R. Carlson SBN 1050163
Spears, Carlson and Coleman, S.C. Washburn, WI

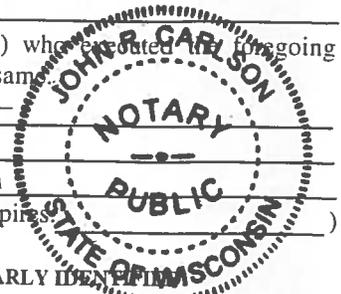
ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
BAYFIELD COUNTY)

Personally came before me on May 9, 2017,
the above-named Mark Abeles-Allison and Scott Fibert

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

* John R. Carlson
Notary Public, State of Wisconsin
My commission (is permanent) (expires _____)



(Signatures may be authenticated or acknowledged. Both are not necessary.)

QUIT CLAIM DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

*Type name below signatures.

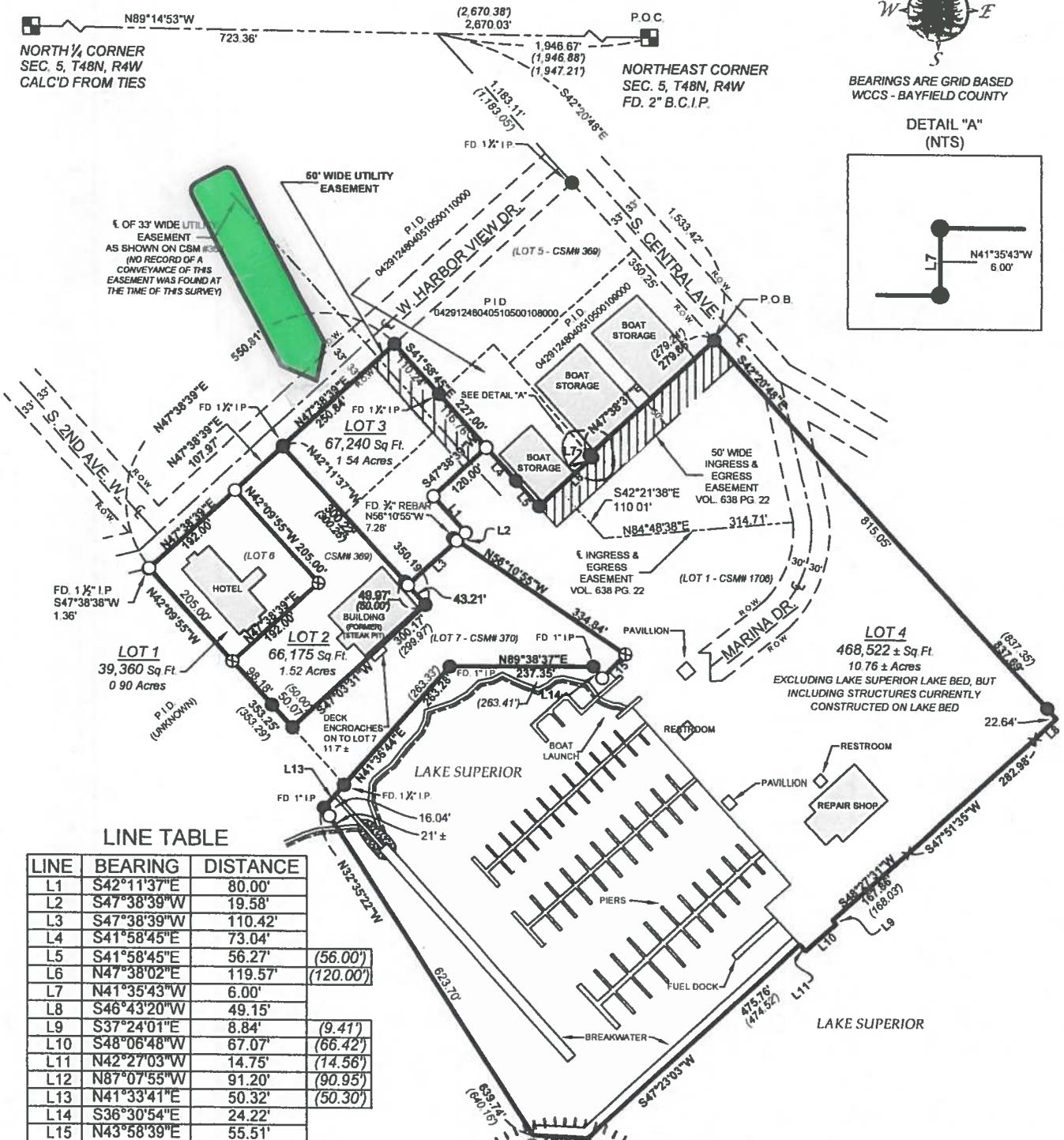
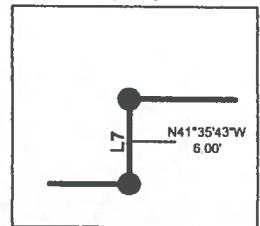
BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. _____

A DIVISION OF LOT'S 5 & 6 OF CSM # 369 AS RECORDED IN THE BAYFIELD COUNTY REGISTER OF DEEDS AS DOC. # 345568 IN VOL. 3 OF CSM'S ON PG'S 240-242 AND LOT 7 OF CSM # 370 AS RECORDED IN THE BAYFIELD COUNTY REGISTER OF DEEDS AS DOC. #345569 IN VOL. 3 OF CSM'S ON PG'S 243-245 AND LOT 1 OF CSM # 1706 AS RECORDED IN THE BAYFIELD COUNTY REGISTER OF DEEDS AS DOC. 2010R-533604 IN VOL. 10 OF CSM'S ON PG'S 104-108 ALL LOCATED IN GOV'T LOT'S 1 & 2, SECTION 5, TOWNSHIP 48 NORTH, RANGE 4 WEST, CITY OF WASHBURN, BAYFIELD COUNTY, WISCONSIN.



BEARINGS ARE GRID BASED
WCCS - BAYFIELD COUNTY

DETAIL "A"
(NTS)

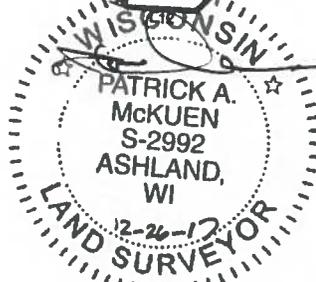


LINE TABLE

LINE	BEARING	DISTANCE
L1	S42°11'37\"E	80.00'
L2	S47°38'39\"W	19.58'
L3	S47°38'39\"W	110.42'
L4	S41°58'45\"E	73.04'
L5	S41°58'45\"E	56.27' (56.00')
L6	N47°38'02\"E	119.57' (120.00')
L7	N41°35'43\"W	6.00'
L8	S46°43'20\"W	49.15'
L9	S37°24'01\"E	8.84' (9.41')
L10	S48°06'48\"W	67.07' (66.42')
L11	N42°27'03\"W	14.75' (14.56')
L12	N87°07'55\"W	91.20' (90.95')
L13	N41°33'41\"E	50.32' (50.30')
L14	S36°30'54\"E	24.22'
L15	N43°58'39\"E	55.51'

LEGEND

- -SET 1 1/4" IRON PIPE WEIGHING 1.68 LBS PER LIN. FOOT
- ⊗ -SET MAG. NAIL
- -FD. 3/4" CAPPED REBAR (UNLESS OTHERWISE NOTED)
- (474.52') -RECORDED AS DIMENSION



Pine Ridge Land Surveying, LLC.

Professional Land Surveying Services
Value & Quality in a Timely Manner...

PATRICK A. MCKUEN, PLS
29390 Woodland Rd.
Ashland, Wisconsin

Phone (715) 682-2969
Cell (715) 292-5601

WWW.PINERIDGESURVEYING.COM

PROJECT NO. MOBERG17-WASHBURN
SHEET 1 OF 2 SHEETS

BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. _____

A DIVISION OF LOTS 5 & 6 OF CSM # 369 AS RECORDED IN THE BAYFIELD COUNTY REGISTER OF DEEDS AS DOC. # 345568 IN VOL. 3 OF CSM'S ON PG'S 240-242 AND LOT 7 OF CSM # 370 AS RECORDED IN THE BAYFIELD COUNTY REGISTER OF DEEDS AS DOC. #345569 IN VOL. 3 OF CSM'S ON PG'S 243-245 AND LOT 1 OF CSM # 1706 AS RECORDED IN THE BAYFIELD COUNTY REGISTER OF DEEDS AS DOC. 2010R-533604 IN VOL. 10 OF CSM'S ON PG'S 104-108 ALL LOCATED IN GOV'T LOTS 1 & 2, SECTION 5, TOWNSHIP 48 NORTH, RANGE 4 WEST, CITY OF WASHBURN, BAYFIELD COUNTY, WISCONSIN.

Surveyor's Certificate

I, Patrick A. McKuen, Professional Land Surveyor S-2992, hereby certify that I have surveyed, divided and mapped; A division of Lot's 5 & 6 of CSM # 369 as recorded in the Bayfield County Register of Deeds as Doc.# 345568 in Vol. 3 of CSM's on Pg's 240-242 and Lot 7 of CSM # 370 as recorded in the Bayfield County Register of Deeds as Doc. # 345569 in Vol. 3 of CSM's on Pg's 243-245 and Lot 1 of CSM # 1706 as recorded in the Bayfield County Register of Deeds as Doc. # 2010R-533604 in Vol.10 of CSM's on Pg's 104-108 all located in Gov't Lot's 1 & 2, Section 5, Township 48 North, Range 4 West, City of Washburn, Bayfield County, WI more particularly described as follows:

Commencing at the Northeast Corner of said section; Thence North 89°14'53" W along the north line of the northeast $\frac{1}{4}$ of said section a distance of 1,946.67 feet to the west right of way of Central Ave.; Thence South 42°20'48" East along said right of way a distance of 1,533.42 feet to the Point of Beginning; Thence South 42°20'48" East a distance of 837.69 feet; Thence South 46°43'20"W a distance of 49.15 feet; Thence South 47°51'35" West a distance of 282.98 feet; Thence South 48°27'31" West a distance of 167.86 feet; Thence South 37°24'01" East a distance of 8.84 feet; Thence South 48°06'48" West a distance of 67.07 feet; Thence North 42°27'03" West a distance of 14.75 feet; Thence South 47°23'03" West a distance of 475.76 feet; Thence North 87°07'55" West a distance of 91.20 feet; Thence North 32°35'22" West a distance of 639.74 feet; Thence North 41°33'41" East a distance of 50.32 feet; Thence North 41°36'44" East a distance of 263.28 feet; Thence North 89°38'37" East a distance of 237.35 feet; Thence South 36°30'54" East a distance of 24.22 feet; Thence North 43°58'39" East a distance of 55.51 feet; Thence North 56°10'55" West a distance of 334.84 feet; Thence South 47°38'39" West a distance of 110.42 feet; Thence South 42°11'37" East a distance of 43.21 feet; Thence South 47°03'31" West a distance of 300.17 feet; Thence North 42°09'55" West a distance of 353.25 feet to the south right of way of W. Harbor View Dr.; Thence North 47°38'39" East along said right of way a distance of 550.81 feet; Thence South 41°58'45" East a distance of 356.31 feet; Thence North 47°38'02" East a distance of 119.57 feet; Thence North 41°35'43" West a distance of 6.00 feet; Thence North 47°38'37" East a distance of 279.66 feet to the Point of Beginning.

That the above described parcel of land contains 641,297 square feet ± or 14.72 acres ±, including all land between the meander line and the water's edge, excluding Lake Superior lake bed, but including structures currently constructed on the lake bed.

That I have made this map at the direction of Jeff Moberg, Agent/Owner of said lands.

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

That I have fully complied with the provisions of Section 236.34 of Wisconsin Statutes and with the subdivision regulations of the City of Washburn 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.

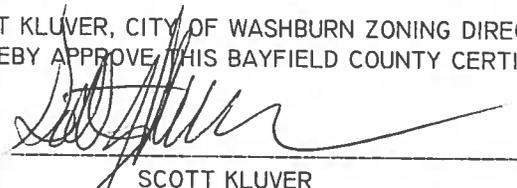
dated this 26 day of DECEMBER, 2017


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



BAYFIELD COUNTY 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 26 DAY OF December, 2017.

Pine Ridge Land Surveying, LLC.

Professional Land Surveying Services
Value & Quality in a Timely Manner...

PATRICK A. MCKUEN, PLS
29390 Woodland Rd.
Ashland, Wisconsin

Phone (715) 682-2969
Cell (715) 292-5601

WWW.PINERIDGESURVEYING.COM

PROJECT NO. MOBERG17-WASHBURN
SHEET 2 OF 2 SHEETS

CITY OF WASHBURN TREASURER

TAMMY DEMARS

PO BOX 638

WASHBURN WI 54891

Phone: (715) 373-6160

E-Mail: clerk@cityofwashburn.org

STATE OF WISCONSIN - BAYFIELD COUNTY

REAL ESTATE PROPERTY TAX BILL FOR 2014

SACHIN LLC
CITY OF WASHBURN

PAYMENTS ONLY should reference: **Tax ID: 32609**

DOCUMENT RECORDING, or anything else should reference:

PIN: 04-291-2-48-04-05-1 05-002-06000

Alternate/Legacy ID: 291-1013-10 000

Ownership: SACHIN LLC

SACHIN LLC
2838 BENTLEY WAY
DIAMOND BAR CA 91765

Important: Be sure this description covers your property. Note that this description is for tax bills only and may not be a full legal description. See reverse side for important information.

Property Description / Location of Property

Site Address: N/A

Description: PAR IN GOVT LOT 2 IN V.1004 P.9 (PART OF LOT 6 CSM V.3 P.240) 2483BB (PARKING LOT)

Please include self-addressed, stamped envelope for return receipt.
Please inform your treasurer of any billing address changes.

Acreage: 0.000

Document: 2008R-523200 1004-9

Assessed Value			Average Assessment Ratio	Net Assessed Value Rate (Does NOT reflect lottery or first dollar credit) 0.021337619	Real Estate Tax: 1,194.91	
<u>Land</u>	<u>Improved</u>	<u>Total</u>			First Dollar Credit: -0.00	
\$56,000	\$0	\$56,000	1.04640		Lottery Credit: -0.00	
Estimated Fair Market Value			An "X" means unpaid prior year taxes. <input checked="" type="checkbox"/>	School taxes reduced by school levy tax credit. \$91.47	Net Real Estate Tax: 1,194.91	
<u>Land</u>	<u>Improved</u>	<u>Total</u>			Total Due: 1,194.91	
\$53,500	\$0	\$53,500			For full payment pay to CITY OF WASHBURN treasurer by January 31, 2015	
Estimated State Aids					Warning If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and if applicable, penalty. (See reverse)	
Allocated Tax District		Net Tax		% Tax Change		
Taxing Jurisdiction	2013	2014	2013	2014		
STATE	0	0	9.48	9.08		-4.2
COUNTY	26,635	26,869	198.25	193.09		-2.6
CITY OF WASHBURN	772,444	778,573	406.68	452.13		11.2
SCHL-WASHBURN	1,033,689	1,043,938	529.82	521.23		-1.6
TECHNICAL COLLEGE	9,545	8,497	69.98	19.38		-72.3
Totals	1,842,313	1,857,877	1,214.21	1,194.91		-1.6
First Dollar Credit			0.00	0.00		0.0
Lottery & Gaming Credit			0.00	0.00	0.0	
Net Property Tax			1,214.21	1,194.91	-1.6	

For Payment In Full: **1,194.91** Pay 1st Installment Of: **597.46** Pay 2nd Installment Of: **597.45**
by **January 31, 2015** by **January 31, 2015** by **July 31, 2015**

Amount enclosed: _____ Amount enclosed: _____ Amount enclosed: _____
SACHIN LLC **SACHIN LLC** **SACHIN LLC**
Tax ID: 32609 (291) **Tax ID: 32609 (291)** **Tax ID: 32609 (291)**
Make check payable and mail to: Make check payable and mail to: Make check payable and mail to:
CITY OF WASHBURN TREASURER **CITY OF WASHBURN TREASURER** **BAYFIELD COUNTY TREASURER**
TAMMY DEMARS TAMMY DEMARS DANIEL ANDERSON

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: ^{SK} Scott J. Kluver, Administrator
Re: Iron Works Expansion/Response to MOU
Date: December 28, 2017

Enclosed you will find the response from the Iron Works on the Memo of Understanding that was submitted to them. I anticipate that Taylor Pearson will be present at the meeting to discuss this issue further as he is asking for this matter to be decided.

Please let me know if you have any questions related to this matter. We have discussed various aspects of this matter for some time.

I do encourage resolution of this matter. It will be important as we are moving forward with other development proposals and I would like to know if we will still have land available in this area or not. I believe it to be important so we can move forward with planning a sewer project, addressing the ballfield replacement/modification issue, and being able to focus on other properties the City has available for development/redevelopment.

December 22, 2017

After reviewing the Memorandum of Understanding we received from the city based upon the closed session meeting of the council we have prepared the following information. This should provide the council and city administration with adequate information to correct misinformation about our facility and the controls we have in place. I would request that the council members bring up any other objections/questions in open session to not delay the vote on our offer further.

1. Air Quality and Odor Issues – Washburn Iron Works operates under a state DNR registration operation permit, this permit is the least restrictive permit available and only granted to facilities that maintain and have a history of low emissions. Local governments do not have the authority to regulate air emissions; it is the job of the EPA and WIDNR. We operate within the scope of the permit. Odors from our plant are liken to the smell of hot brakes, it is actually the smell of molten metal. Those that have had brake issues on their vehicles are familiar with the smell. The DNR has tested odor from our facility in the past and noted that nothing was out of regulations. In addition to the above two points the following should be noted:
 - a. We were one of the first (and we were the smallest at the time) foundries in the nation to install an Advanced Oxidation (AO) system, it was installed in 2008. This system reduces emissions and now is being considered as part of Best Available Control Technologies for our industry, and we were a first adopter. It's likely that still less than ½ of all foundries employ this technique for aiding in emission reductions. We installed this unit even though we were compliant with emissions prior to the installation.
 - b. We installed another dust collection system in 2013 to expand our collection, despite our existing system meeting air quality standards. We now have three Collectors.
 - c. We have controls on our dust collection system to automatically shut down should it detect a leak. When the DNR last visited our facility they were impressed that a facility our size had this technology, normally only "major sources" (we are considered a minor source) incorporate this technology
 - d. We utilize NR538 – beneficial reuse of sand. This reuses the sand from our facility that might go to a landfill.
 - e. The reality is that the controls we have in place are above and beyond what is required for us to operate within the registration permit, and above most of our peers. The city needs to be aware that we make efforts that go beyond regulations to keep our facility friendly to the community.
2. Screen to separate facility from other baseball fields – We are open to the city exploring this option. We currently have trees planted on the side of our lot that faces the little league field. If trees are an agreed upon method, it will take years for them to mature and work as the shield, but in due time it would be effective.
3. Sewer project – Grant funding and TIF will probably finance ¾ of the project. We are open to seeing what percentage this ends up and helping with the finances of moving the line. We would like the council and city to consider and acknowledge the economic impact beyond our expansion to the city. If we add jobs and increase in size our water/sewer use will go up, so will residents that live in Washburn and work at our facility in addition to the tax revenue from more residents.

4. Survey costs – Should be shared evenly as they were with the other two recent purchases by FishNote and Alltemp.
5. Vacation of Memorial Drive – Sounds reasonable
6. Fair Price - The price we offered is consistent with what the others in the community have paid for similar pieces of land, and the size of the building we are looking at adding is 2-10 times larger than the other proposed developments. The increment to the city from our expansion is likely to far surpass other recently approved sales.
7. We rescind our offer to help pay for the baseball field relocation. The baseball field has now been displaced by another business, not solely Washburn Iron Works. We will most likely spend this money on helping defray the costs of moving the sewer.

The above list addresses specifics regarding the MOU. Furthermore, we ask that the city council consider the impact that Washburn Iron Works has in supporting the community, city, school, and local businesses. We and our employees support many community events, non-profits, and businesses.

Washburn Iron Works has been a cornerstone of the Washburn Community for several decades. Over 40 years ago it was bankrupt and non-operational when my grandfather, Otto Rusch, purchased it and re-opened it and it has been in continual operation since. We currently employ over 30 employees and our payroll is over 1,250,000.00 annually on our slow years. Furthermore, our jobs provide full benefits including health insurance, PTO, and 401K.

Lastly, we have been working on this for over two years; initially requesting the entire parcel but settling and amending our offer for half of the remaining parcel. Then we went through the consideration with the county and that was found to not be viable. Consider two years of patience and working through this compared to the sale of the other 1/3 of the lot being completed in one-two months. There are inconsistencies with how our offer has been dragged out compared to other sales. We may already be past the point where we can do an addition in 2018 due to the state processes we need to go through. It is time that this offer is given due consideration and is voted on by council members.

Sincerely,

Taylor Pearson

MEMORANDUM OF UNDERSTANDING

CITY OF WASHBURN AND WASHBURN IRON WORKS, INC.

The parties hereto, City of Washburn, a Wisconsin municipal corporation, 119 Washington Avenue, P.O. Box 638, Washburn, WI 54891 (the "City") and Washburn Iron Works, Inc., a Wisconsin domestic corporation, 112 East Bayfield Street, P.O. Box 338, Washburn, WI 54891 (the "Iron Works"), agree as follows:

1. WHEREAS, the Iron Works plans, at some future point, to reorganize the internal layout of its facilities and at that time could make its facilities more efficient by creating a new loading area to the south of its current facilities, with a new loading ramp extending over the East Omaha Street right-of-way and into "Parcel 31" as designated on the City's Property Inventory map, Bayfield County Parcel Identification No. 04291248040510500103300 ("the Property"); and

2. WHEREAS, the Property is designated as part of Washburn's Business Park, and is listed for sale, for the purpose of promoting economic development in the City of Washburn; and

3. WHEREAS, the Iron Works has made an offer to purchase the Property; and

4. WHEREAS, the City is willing to consider the offer upon certain conditions;

NOW, THEREFORE, the parties mutually commit to exploring the following issues in order to determine if the Property may be sold to the Iron Works on terms which are beneficial to the Iron Works and to the public interest.

1. Prior concerns about air quality prompt the City to have reservations about the effect on air quality of the Iron Works's proposed expansion. The Iron Works will discuss with the

City air quality and odor issues that are associated with its operations. By agreeing to this provision, the Iron Works does not admit that it is in any violation of any applicable air quality standards or regulations.

2. The Iron Works will develop effective plans to visually screen and separate its operations from adjacent and nearby recreational activities.

3. The City is willing to explore grant opportunities to defray the cost of relocating the sewer line currently in the East Omaha Street right of way. The City is willing to negotiate a Tax Increment Financing Development Agreement to help defray such costs. The Iron Works will contribute up to the total costs of such relocation that exceed grant and tax increment financing revenues.

4. The costs of any survey required by the sale of the property or the relocation of utilities will be borne by the Iron Works.

5. The City is willing to consider the vacation of the unopened portion of Memorial Park Drive to the extent needed to accommodate the sale of the Property and the relocation of the utilities.

6. The parties will continue to discuss a fair price for the sale of the Property.

7. The Iron Works will agree that the \$20,000 it has offered in addition to the purchase price of the Property as a donation to help relocate the ballfield that is currently located on the Property may be used, at the City's discretion, to improve its remaining ballfields rather than construct a new one.

8. The list of issues stated above is not intended to be complete or exclusive. The parties will in good faith address such other issues as arise in good faith during their exploration of the issues related to the sale of the Property.

9. Until a binding offer to purchase has been made and accepted, neither party is bound to conclude a sale or purchase of the Property with the other party, and each party is free to terminate the discussions contemplated herein at any time.

CITY OF WASHBURN

By:

Attest:

Scott A. Griffiths
Mayor

Scott J. Kluver
City Clerk

Date: _____

Date: _____

WASHBURN IRON WORKS, INC.

By:

Date: _____

Date: _____

June 13, 2017

Scott Kluver
City Administrator
City of Washburn
119 Washington Avenue
Washburn, WI 54891

Re: Portion of Parcel 31 offer to purchase

Dear Mr. Kluver,

Please consider our offer to purchase 1/2 of the remaining portion of parcel 31 as listed on the city of Washburn website. The portion in reference is the north half of the property adjacent to our existing property. Per previous conversations we know that the city would like to see development in conjunction with the purchase of this parcel. At this time, we are not able to offer a defined development plan, however, we do know that in the near future we hope to either add on to our current facility or build an accessory building that allows us to more efficiently operate. With either option owning the property directly to our South affords us some flexibility in planning our future. Therefore, we believe it is prudent to purchase this land at this time so that we can continue exploring our options of growing our company.

We offer to purchase the parcel for \$5,000. Our previous offer to purchase the entire parcel may be considered rescinded with this new offer to purchase.

Development Guarantee: Prior to January 1st 2023 (about 5 years) if we do not build a building on our existing property or the newly purchased property in this time frame the city will be offered one of the following two options that Washburn Iron Works chooses:

1. Washburn Iron Works pay \$20,000 as a penalty for not fulfilling the development guarantee.
2. Washburn Iron Works sells the property back to the City of Washburn for the original purchase price.

As part of this purchase we are requesting the City and Washburn Iron Works partner together to relocate the existing sewer infrastructure on our property which is approximately 55' south of our current building. There may be grant opportunities associated with expanding our business and job creation that can help defray some of these costs. Being in the TIF district is also beneficial for the city. Furthermore, we would request that the portion of E. Memorial Drive between our existing land and the acquired land be vacated.

Finally, we know that our purchase will displace the current baseball field at some point. Washburn Iron Works agrees to donate \$20,000 to build a new baseball field on other city property.

Sincerely,

Taylor Pearson
Washburn Iron Works

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: ^{SK} Scott J. Kluver, Administrator
Re: West End Boat Ramp Fees
Date: December 21, 2017

With the improvements that have taken place at the marina boat ramp, the Washburn Marina will be increasing boat ramp fees to \$8 for a daily launch and \$50 for a seasonal pass for the 2018 season. This is up from the current \$5/\$30 cost. This rate is still lower than the Bayfield boat ramp which charges \$12 for a daily launch. The rate is capped at \$8 for a daily launch because DNR money was used in the improvements made at the boat ramp.

This change, however, does create a complication with the Thompsons's West End Park boat ramp fee. For the past 10 years, there has been a handshake agreement that the City passes for West End Park and the passes for the Marina are interchangeable. If the City does not also increase its fee, this will no longer be the case.

The Harbor Commission recommends that the City consider increasing its boat ramp fees at West End Park to match the Marina. I agree with this recommendation to maintain the simplicity of the system currently in place, and not to encourage increased use of the West End ramp. Clearly, the West End ramp is in need of some improvements and does not have the amenities of the Marina. I do not advocate the elimination of the West End ramp, as it does serve as a good back-up to the Marina, but it can not accommodate larger boats. The Marina should be considered the primary boat launch facility.

I do recommend that the replacement of the docks at the West End ramp become a priority to keep the facility functional. There are grant dollars available to assist with those types of improvements. Included is the history of the fees collected by the City and the Marina over the past several years.

City of Washburn Administrator

From: Michelle Shrider <michelle@washburnmarina.com>
Sent: Tuesday, December 12, 2017 3:11 PM
To: 'Scott Kluver'; 'Carl Broberg'
Subject: Ramp Rates

Greetings:

Because the marina's ramp rates are tied to the West End rates, I don't want to change the rates unless I know what is going on at West End. It would be difficult to justify raising the rates there in light of the decaying state. Yet I believe with the much improved state at the Washburn Marina we should increase ours.

Current rate:

- Daily: \$5.00 per individual use
- Season Pass: \$30.00

Comparatives:

Bayfield:

- Daily: \$12 per individual use
- Season Pass: \$50.00

Ashland 2nd Landing

- I couldn't readily find anyone that knows! Maybe free?

Egg Harbor WI

- Daily: \$12 unlimited in and out
- Season Pass: \$100

Lake Geneva WI

- Daily: \$10 to \$16
- Season: 10 x's the daily rate

The DNR has a maximum rate of \$8/day but I couldn't find anything about a seasonal rate because their links to the statutes do not work. I am not sure if we have to comply with this – did we receive DNR funding on the last go around? If so we will.

Why is this important today? I am working on updating my rate sheets in preparation of the January Mpls Boat Show. Thoughts?

Sincerely,

Michelle Shrider, CMM, General Manager

Washburn Marina

1 Marina Drive

Washburn, WI 54891

715-373-5050

www.washburnmarina.com

Find interesting updates on our Facebook page - [click here!](#)

City

BOAT LAUNCH USAGE

Year	Annual # Sold	Income	Daily #Sold	Income	Total Revenue
2010	74	\$ 2,220.00	612	\$ 3,064.00	\$ 5,284.00
2011	71	\$ 2,130.00	525	\$ 2,629.12	\$ 4,759.12
2012	94	\$ 2,820.00	539	\$ 2,705.00	\$ 5,525.00
2013	62	\$ 1,860.00	543	\$ 2,715.00	\$ 4,575.00
2014	66	\$ 1,980.00	467	\$ 2,339.00	\$ 4,319.00
2015	73	\$ 2,190.00	419	\$ 2,095.00	\$ 4,285.00
2016	83	\$ 2,490.00	715	\$ 3,573.00	\$ 6,063.00
2017	75	\$ 2,250.00	605	\$ 3,023.00	\$ 5,273.00

Marina

	2017		2016		2015		2014	
	Qty	Income	Qty	Income	Qty	Income	Qty	Income
Single pass	568	\$ 3,180	548	\$ 2,743	534	\$ 2,670	500	\$ 2,517
Season pass	123	\$ 3,665	75	\$ 2,220	95	\$ 2,815	94	\$ 2,730
Total Income		\$ 6,845		\$ 4,963		\$ 5,485		\$ 5,247

Construction

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: Scott J. Kluver, Administrator ^{SK}
Re: Amendment to Marina Management Agreement
Date: December 21, 2017

The Harbor Commission is recommending an amendment to the agreement with Marina Management, Inc. The amendment would be eliminating section 12 (g) which requires a life insurance policy on the key employee, Michelle Shrider, naming the Washburn Marina as a beneficiary. The amount of the policy was for \$300,000. The purpose for this policy was to cover the loan that was in place for the start-up of the marina operations when the transition took place over 10 years ago. That loan has been paid off. As such, there is really no need for this policy.

A separate life insurance policy exists for business continuation. This policy provides payments in case of death or disability of Michelle Shrider in an amount that would be appropriate to find someone to carry on operations until a new permanent arrangement could be found. With this policy in place, the other policy is redundant.

This change will reduce costs for Marina Management. With the profit sharing arrangement in place, the Harbor Commission/City does benefit slightly from this small change as well. If you agree with the recommendation, a letter will be added to the contract explaining the change. Please let me know if you have any questions on this matter.

City of Washburn Administrator

From: Michelle Shrider <michelle@washburnmarina.com>
Sent: Tuesday, December 05, 2017 4:29 PM
To: 'Scott Kluver'; 'Carl Broberg'
Subject: Life Insurance
Attachments: 2017 12-05-17 Renewal Increase.pdf

Greetings:

Attached is a summary of the current insurance policies that we have for me as the key employee of Marina Management (MMI). To summarize:

1. Life Insurance through West Coast – \$300,000. This policy was part of the original MMI contract to cover the cost of the start up loan (\$300,000) should something happen to me. This loan has been paid in full. The annual premium for 10 years was \$260 it is now going up to \$653.00. MMI contract #12 (g), page 16
2. Business Continuation Insurance through Principal Financial Group – pays out \$8660 monthly/\$103,920 annually. This is the solution to the business continuation plan in the event that I die or become disabled. It is a much more comprehensive insurance plan in that it is 7 times more likely that a person becomes disabled than dies. The annual premium \$2476.98. MMI contract #28 (a), page 21

I would recommend dropping the life insurance at this point. This may require an amendment to the contract, but perhaps a motion at Harbor Commission would be adequate. Should this be discussed at the next Harbor Commission meeting? Thank you.

Sincerely,
Michelle Shrider, CMM, General Manager
Washburn Marina
1 Marina Drive
Washburn, WI 54891
715-373-5050
www.washburnmarina.com

Find interesting updates on our Facebook page - [click here!](#)

(e) **Business interruption insurance.** The Harbor Commission shall maintain business interruption insurance sufficient to reasonably protect against its own losses, including its obligations to pay the management fee provided in this Agreement.

(f) **Fidelity bonds.** The Management Company shall provide a fidelity bond in the amount of \$200,000 for the Manager and for any other employee who handles any funds under this Agreement. The Management Company will discharge or re-assign to another position that does not involve the handling of funds any employee who is refused a bond or whose bond is cancelled.

(g) **Life insurance for key employee.** As also provided in paragraph 23(b), the parties agree that Michelle Shrider is a key employee of the Management Company and that her death during the term of this Agreement would be detrimental to the City and the Harbor Commission. The parties therefore agree that the Management Company shall maintain term insurance on the life of Michelle Shrider in the amount of \$300,000 naming the Washburn Harbor Commission as the beneficiary.

13. Damage or destruction by casualty.

(a) **Damage.** If the premises are damaged by fire or other casualty, either slightly or to the extent that one or more functional operations of the Marina cannot operate or can operate only minimally, then the Harbor Commission shall repair the same with all reasonable promptness. No compensation or claim shall be made or allowed to Management Company by reason of any financial loss or inconvenience or annoyance arising from the damage or the necessity of repairing any portion of the premises. The Harbor Commission shall continue to pay the management fee pursuant to this

West Coast Life Insurance Company
Customer Service
P.O. Box 12687
Birmingham, AL 35202-6687



January 14, 2016

66310
MICHELLE A WETMORE-SHRIDER
141 SOUTH 5TH ST
BAYFIELD WI 54814

Statement Date: 01/14/2016



THIS IS NOT A BILL

Re: Policy Number Z01448118
Insured: MICHELLE A WETMORE-SHRIDER

Thank you for allowing West Coast Life to continue to serve your insurance needs. This is a brief summary of your benefits. Please review your policy for additional information. So that you may be assured that your policy will continue to meet your needs, we ask you to review the following information:

Issue Date	01/14/2008
Current Death Benefit	\$300,000.00
Current Premium paid annually	\$280.00

Your current premium is guaranteed to remain the same for the first 10 years of your policy (through 01/13/2018). After this initial 10 year period, you are not required, but if you choose to continue your policy, your premium in year 11 will increase to \$3,002.00. For more information concerning future premiums, please review your Policy Schedule pages.

During the first 10 years until 01/14/2018, you have the right to exchange this policy for a new whole life plan with level premiums, or one of our Universal Life plans, without any medical examination or other evidence of your insurability. There may be some age restrictions on this right. Please give us a call or consult your policy for more details.

Please take time to review the beneficiary designation in your policy contract to make sure it best serves your current needs.

Thanks again for choosing West Coast Life! If you have questions or wish to make changes to your policy, please contact your agent or call us here at the Home Office. 1-800-866-9933 1-800-361-6950 TTY

00828

Agent Contact Information:
DEANNA M HENDRICKS
952-449-9269



11/30/17 Emailed Scott Kloves

West Coast Life Insurance Company
Customer Service
P.O. Box 12687
Birmingham, AL 35202-6687



www.myaccount.protective.com

October 23, 2017

MICHELLE A WETMORE-SHRIDER
141 SOUTH 5TH ST
BAYFIELD WI 54814

Important Facts About Your Current Life Insurance Policy

- ◆ You've had your valuable life insurance in place since 2008.
- ◆ For policy year 11, beginning on 01/14/2018, your annual premium will increase to \$653.00.
- ◆ If you would like to make changes to your policy, please contact your agent or call us at the number below.

RE: Policy No. Z01448118
Insured: Michelle A Wetmore-Shrider

Dear Michelle A Wetmore-Shrider,

Thank you for faithfully paying premiums on your West Coast Life term life insurance policy since you purchased it in 2008. You've probably experienced many changes since then, and through them all, your policy has provided critical protection for your family and peace of mind for you. We appreciate the trust and confidence you've placed in us.

As shown in your policy and communicated each year, the level premium portion of your policy is about to end and your premium will soon increase. With continued premium payment, your policy--and all of the protection it provides--can remain in place as the anchor you have depended on.

For policy year 11, beginning on 01/14/2018, your annual premium will increase to \$653.00.

Our records currently indicate that your premiums are billed annually. Unless you notify us to adjust the frequency of your billing, the new premium amount will be billed as scheduled for your continued convenience.

Also, our records currently indicate that you have the right to exchange this policy for a new Whole Life policy with level premiums, or a new Universal Life policy with flexible premiums until 01/14/2018. The face amount of insurance of the new policy cannot exceed the face amount of insurance of this policy. This right is available without any medical examination or other evidence of insurability.

If you have any questions about your policy, please contact your agent or call us at 1-800-866-9933.

Sincerely,

A handwritten signature in black ink that reads "Patrick J. West".

Patrick West
AVP, Insurance Administration

CC: DEANNA M HENDRICKS
HALLETT FINCL GROUP



1004

ch.788, Wisconsin Statutes. If the parties are unable to agree on the selection of the arbitrator, either or both parties may petition the Circuit Court for Bayfield County, Wisconsin, to appoint an arbitrator. The parties agree that the forum for any dispute requiring judicial resolution shall be the courts of the State of Wisconsin, applying Wisconsin law.

26. Extension, renewals, and amendments. This Agreement may be extended or renewed by the mutual agreement in writing of the parties. This Agreement may be amended at any time by the mutual agreement in writing of the parties.

27. Entire Agreement. This Agreement contains the entire Agreement between the parties, and no modification of this Agreement shall be binding upon the parties unless evidenced by an agreement in writing signed by City and Management Company after the date hereof.

28. Business Continuation Plan.

(a) **Business Continuation Plan.** A business continuation plan shall be developed by the Management Company, for the event of the untimely passing or incapacitation of the Key Employee, and shall be submitted to the Harbor Commission. The business continuation plan, which will set forth the responsibilities and decision making authority for each position upon the untimely passing or incapacitation of the Key Employee, shall be submitted to the Harbor Commission no later than six months after the date of execution of this Agreement. The business continuation plan will be reviewed annually by the Management Company and upon the occurrence of any event that renders or may render any part of the business continuation plan obsolete, and the results of the reviews shall be submitted to the Harbor Commission.

Principal

Financial Group

Individual Disability Insurance Policy Annual Statement

000135
WASHBURN MARINA
1 MARINA DR
WASHBURN WI 54891-4545

Prepared on 01/12/2017

Policy Number 7790383
Policy Type Overhead Expense
Policy Issue Date 07/12/2012

BUSINESS CONTINUATION.

This is not a payment request.

POLICY SUMMARY as of 01/12/2017

Insured Michelle A Shrider
Owner Washburn Marina

Overhead Expense Benefit

Following the elimination period of 90 days, the maximum monthly benefit provided by your policy is:
\$8,660.00 for 24 months.

Maximum aggregate benefit amount on your policy is \$207,840.00.

ADDITIONAL RIDER(S) INCLUDED IN YOUR POLICY

BENEFIT RIDERS

- Residual

LIMITATION RIDERS

- Exclusion

PREMIUM INFORMATION

Your Current Premium:	\$3,096.22
Additional Risk Premium:	\$0.00
Total Premium Before Discount:	\$3,096.22

Discount:	\$619.24
-----------	----------

Your Total Annual Premium After Discounts:	\$2,476.98
Your Current Premium Payment Option:	Annual

Premium Payment Options	Initial Premium Amount	Initial Annualized Premium	Premium Payment Frequency Charge *
Annual	\$2,476.98	\$2,476.98	\$0.00
Semi-Annual	\$1,269.45	\$2,538.90	\$61.92
Quarterly	\$650.21	\$2,600.84	\$123.86
Monthly/Electronic Funds Transfer	\$216.74	\$2,600.88	\$123.90

* There is an additional charge for premium payment frequencies other than annual.

6

COMMON COUNCIL
CITY OF WASHBURN, WISCONSIN

RESOLUTION #**18-001**
ELECTION - COMBINATION OF WARDS – SINGLE POLLING PLACE

WHEREAS, State Election Law, as outlined in §5.15 Wis. Stats., provides for the combining of voting locations for various wards into a single polling place, and,

WHEREAS, the Common Council recognizes the advantage of simplifying the election process for elections, and,

WHEREAS, the upcoming 2018 Primary and Spring Election(s) in the City of Washburn may be conducted in such fashion,

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Washburn does hereby declare the polling place for the February 20, 2018 and April 3, 2018, Spring Election for all wards as the Washburn City Hall.

Adopted by the Common Council for the City of Washburn, Wisconsin this 8th Day of January, 2018.

Scott A. Griffiths, Mayor

STATE OF WISCONSIN)
COUNTY OF BAYFIELD)

I hereby certify that the foregoing resolution is a true, correct, and complete copy of a resolution duly and regularly passed by the Common Council of the City of Washburn on the 8th day of January, 2018, and that said resolution has not been repealed or amended, and is now in full force and effect.

Dated this 8th day of January, 2018.

Scott J. Kluver-Administrator-Clerk

7

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

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

