

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



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

**NOTICE OF FINANCE COMMITTEE MEETING** Monday, March 9, 2020 City Hall 4:30PM

- Committee Review-Monthly Expenditures
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**NOTICE OF CITY COUNCIL MEETING**

Monday, March 9, 2020 Washburn City Hall 5:30 PM

The Council may elect to go into closed session pursuant to Wisconsin State Statute §19.85(1) (c), for personnel matters; 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 Meetings – February 10, 2020
- Approval of Monthly Expenditures via Roll Call Vote
- Public Comment
- Mayoral Announcements, Proclamations, Appointments
- Presentation by Chequamegon Holdings LLC on Proposed Purchase of City Property at 204 W. Bayfield Street (Brokedown Palace Building) and Action on Authorization for Staff to Negotiate Development Agreement for Sale **TAB 1**
- Presentation & Discussion on the Washburn Library Annual Report – D. Pendergrass, Presenting **TAB 2**
- Discussion & Action on Lakeshore Parkway and Walking Trail Land Management Plan **TAB 3**
- Discussion & Action on Contract Renewal or Extension with Marina Management Inc. **TAB 4**
- Discussion & Action on Incorporating New City-Owned Street Lights into Bayfield Street Reconstruction Project **TAB 5**
- Discussion & Action on Ordinance 2020-02 Updating the City’s Recycling Ordinance to be Consistent with Current Statutory Requirements **TAB 6**
- Discussion & Action on Recommendation to Amend Deposit Schedule to Increase Snow Emergency Violation Fee and Discussion on Winter Parking/Plowing Issues **TAB 7**
- Discussion & Action on Resolution 20-002 Providing for the Issuance and Sale of General Obligation Promissory Notes, Series 2020A, of the City of Washburn Wisconsin **TAB 8**
- Discussion & Action on Resolution 20-003 - Adjusting the Terms of the Existing 2018 Promissory Note with Bremer Bank for the Coal Dock Project /OR/for the Borrowing of \$420,000 from the Board of Commissioners of Public Lands Trust for the Purpose of Refinancing the Current Loan for the Coal Dock Project
- Alcohol Licensing Matters – **TAB 9**
  - New Bartender License Applications - #21-49
- Closed Session Items
  - Personnel Matters – Evaluation of the City Administrator
- Adjourn

February 10, 2020

CITY OF WASHBURN COMMON COUNCIL MEETING

5:30PM Washburn City Hall

Present: City Council Members: Karen Spears-Novachek, Laura Tulowitzky, Tom Neimes, Carl Broberg, Aaron Austin

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

Excused Absence: Jennifer Maziasz, Mary McGrath

**Call to Order** - Meeting called to order at 5:30PM by Mayor Avol. Roll call attendance depicted five (5) of seven (7) members of the Common Council in attendance. Quorum of the Council recognized.

**Approval of Minutes – City Council Meeting of January 13, 2020** - A motion was made by Novachek to approve the January 13, 2020 minutes of the City Council as corrected, second by Broberg. Motion carried unanimously.

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

**Public Comment** – Mary Motiff, 302 W. Omaha St, invited the Mayor, City Council & City Staff to attend an upcoming presentation sponsored by the Business Alliance. The presentation will feature Kellie Pederson of UW-Madison Extension, to discuss four programs offered regarding community decision making and planning, on March 12<sup>th</sup>, 6:00 pm at Harbor View Event Center.

**Mayoral Announcements, Proclamations, Appointments-** The Mayor nominated Rick Gruebele to the Harbor Commission. Moved by Novachek to appoint Rick Gruebele to the Harbor Commission, second by Broberg. Motion carried unanimously. Avol noted the passing of Rose Hovey, community resident, wife of former fire chief & mayor, and past co-owner of the Firehouse Bar with her husband. Avol also noted that the group that presented to Council regarding conducting an area housing study had received their \$50,000 grant for a housing survey.

**Discussion & Action on Amendment to City’s Naming Policy** – Neimes stated that Niles Eilertsen has a long-time involvement with the community, starting and coaching the little league, working with a lot of kids including troubled youth, and currently working at the ice rink. Instead of a plaque, the right thing to do is to name the ball fields after Niles. Kluver stated that he respects the contributions that Niles Eilertsen has made to the city. Kluver further stated his concern with changing the naming policy is that there will be future request, and some may be awkward to reproach. The standards and criteria are in place to help manage these requests. Avol stated that he is not in favor of the change, because he feels it is not good policy to adopt a change for one person. The criteria are in place to take out the emotion and spur of the moment decisions. Moved by Neimes to amend the City’s Naming Policy, second by Austin. Austin stated that it seems like a slam-dunk in this particular case but is concerned of the precedent it might set and that others have been denied requests citing this policy. Novachek stated that we need to look at policy without personalizing it. Neimes votes yes. Tulowitzky, Novachek, Austin, Broberg vote no. Motion failed.

**Discussion & Action on Ordinance 2020-01 Establishing Sex Offender Residency Restrictions** – Avol stated that he posted this ordinance on the Mayor’s Facebook page and only received some general comments. Tulowitzky stated that she received no feedback from her constituents, but in the end the goal is for a safer community. Tulowitzky noted an email (from Michael Malcheski) that was received and forwarded to Council. Attorney Lindsey answered, in reference to this email, that when the individual is on supervised release, bond, probation or parole, the State does have oversight and protections are in place. However, once the sentence has been served, the only restriction is to register where they live. Austin stated that, in researching sex offender ordinances, he found zero evidence that these are effective if the intent is to stop second offenses. On the contrary, it actually creates conditions that make it more likely a second offense will

occur. Novachek concurred that she found little evidence of effectiveness but does agree for the need to provide safety for our children. Novachek further noted the revised map including only schools & playgrounds as safety zones as a good place to start. Neimes added that he has spoken with constituents and been asked why some offenders can live where they are. Austin asked about creating restricted zones instead of residency requirements, thus limiting use or loitering in places like parks. Lindsey answered that this was possible but may be difficult to enforce if someone was visiting from out of town and the individual was not known by police. Broberg prefers the revised safety zone map if proceeding with restrictions because it isolates where children are specifically. Kluver added that prior discussion included the appeal process, being with the Plan Commission. Austin stated that it seemed odd to have the Plan Commission decide appeals. Lindsey stated that the rationale of the Plan Commission is that they are in charge of the placement of things, not the conduct, but where things like housing should or shouldn't be located. Novachek stated that she believes that appeals should be a matter for Council. Tulowitzky stated that she was fine with the Plan Commission making decisions in reference to placement, she then asked if exceptions of residency could be made. Lindsey answered yes, the ordinance allows for exceptions to residency after a hearing open to the public. Avol stated that he is not in favor of the Plan Commission making these decisions. Plan Commission members are appointed to the position, but not elected like that of Council, and not directly responsible to the public. Avol further brought attention to Section D of the draft ordinance in the matter of prohibiting rentals and stated that the burden should be on the individual and not the property owner. Council discussed revising and even eliminating the 500 ft residency restriction buffer zone around the safety zones. Kluver added that if any portion of a property touches the buffer zone, the entire property would be restricted for residency. Lindsey answered a question from Neimes that residency restrictions can not be enforced retroactively. Moved by Novachek to modify and approve Ordinance 2020-01 Establishing Sex Offender Residency Restrictions reflective of the safety zones in the revised map and continuing residency restrictions in the buffer zones around the safety zones and that the appeal body move from the Plan Commission to the City Council, second by Neimes. Motion carried unanimously.

**Discussion & Action on Administration Goals and Objectives for 2020, Review of 2019 Goals -** Administrator Kluver presented 2019 goals for review and 2020 goals for question. Kluver further stated that he would like direction from Council regarding sidewalks. Discussion commenced around sidewalks in the City, including strategic placement of vs abandonment and how to finance. Kluver's synopsis of discussion is that Council would like a plan that identifies areas for good & well-maintained sidewalks and a mechanism to finance the plan. Kluver further explained some the aspects involved with the goal for the Bayfield Street project. Moved by Broberg to approve Administrative Goals & Objectives for 2020, second by Neimes. Motion carried unanimously.

**Discussion & Action on Chamber of Commerce Use of Thompson's West End Park, Memorial Park, Wikdal Park, City Garage lot, City Hall Plaza, and the Coal Dock; N. 5th Avenue West, N. 1st Avenue West, S. 2nd Avenue West, and S. 4th Avenue West; and Relaxation of Open Container and Noise Ordinances all at Certain Times during Homecoming Activities July 24 through July 26, 2020 – No Discussion.** Moved by Broberg to approve the request from Chamber of Commerce for Homecoming 2020, seconded by Novachek. Motion carried unanimously.

#### **Alcohol Licensing Matters**

**Approval of Class B Beer and Class C Wine Alcohol License Application – Ronald Piercy, Karlyn's/Yellowbird Gallery, Petitioner –** Moved by Broberg to approve the alcohol license application for Karlyn's Yellowbird Gallery contingent upon needed premises modifications and final inspection of the Washburn Police Department, second by Tulowitzky. Motion carried unanimously.

**New Bartender License Applications - #21-46 Through #21-47 –** A motion was made by Broberg to approve New Bartender License Applications – #21-46 through #21-47, second by Novachek. Motion carried unanimously.

**Denial of Bartender License Application –** As a matter of reference, #21-48 was assigned to the Bartender License Application of Jami Lynn Pierre. A motion was made by Broberg to deny the Bartender License Application #21-48, second by Neimes. Motion carried unanimously.

**Closed Session Items**

**Personnel Matters – Evaluation of the City Administrator** – A motion was made by Novachek to go into closed session at 7:15 pm pursuant to Wisconsin State Statute §19.85(1) (c), for personnel matters; following which the Council may reconvene in open session to take any action that may be necessary on the closed session items, second by Tulowitzky. Motion carried unanimously via roll call vote.

**Adjourn** – Motion to adjourn by Broberg, seconded by Neimes. Motion carried unanimously. Meeting adjourned at 7:45 pm.

Tony Janisch  
Assistant City Administrator

**FINANCE COMMITTEE MEETING 4:30PM**

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

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To: Honorable Mayor and City Council Members  
From: Scott J. Kluver, <sup>SK</sup> Administrator  
Re: Proposal from Chequamegon Holdings LLC for Property at 204 W. Bayfield Street  
Date: February 26, 2020

Enclosed you will find a proposal from Chequamegon Holdings LLC for the property the City owns at 204 W. Bayfield Street. The members will be present at the meeting to introduce themselves and discuss a little more about their vision for the property. At the end of the presentation, I am asking the Council for authority to pursue negotiations with Chequamegon Holdings in order to spend the time necessary to help usher a potential positive development for the City. At this time, there are many unknowns, but it is necessary to understand if the Council approves of the concept that is being proposed and feels it is worthy to pursue further investigation.

If approved to pursue, Chequamegon Holdings would work to add more details to their plans, and City staff would work to review the financing of the project and assist in the pursuit of potential funding sources, review necessary zoning and permitting processes that would need to be applied for, and begin discussing and draft development agreement provisions that would outline the timelines and responsibilities of the parties involved.

I caution that an approval to pursue negotiations does not mean that this is a done deal or that we are selling the property tomorrow or that any sort of construction is imminent. There is a long way to go to bring this proposal to fruition, but we must start somewhere. This is a process that any party that is interested in the property would need to pursue.

It is my hope that you find the proposal worthy of pursuit.

## **Proposal for purchase and development of 204 W. Bayfield Street**

Chequamegon Holdings LLC makes this proposal to the City of Washburn to develop the city-owned property located at 204 W. Bayfield Street. This proposal will outline ownership, proposed use and renovation plans for the property.

### **Ownership:**

Chequamegon Holdings LLC is a multi-member company formed in 2020. Its members are Laurence Wiland, Marten VanBergen, and Gabrielle VanBergen. The primary purpose of this company is real estate ownership and development; and commercial and residential real estate leasing.

- Laurence Wiland is the owner of Heart Graphics & Communications Inc., which he purchased in 2007 and further expanded with the acquisition of the assets of Printing Plus Inc in 2017. He owns residential and commercial properties in the City of Ashland.
- Marten VanBergen is the Screen Print Production Manager at Heart Graphics, where he has worked since 2015. He and his wife Gabrielle are Northland College alumni, and have lived in the Chequamegon Bay area since 2011. They are homeowners in the City of Washburn, and own additional property in the Town of Washburn.
- Gabrielle VanBergen is the Deputy Administrator of the Treaty Natural Resources Division for the Red Cliff Band of Lake Superior Chippewa, where she has worked since 2015.

### **Proposed Uses:**

This proposed plan considers a division of the building into three distinct spaces: the first floor (ground level) of the main building; the second floor of the main building; and the single-story addition off the northeast side. There will be a mix of commercial, industrial and residential use among these spaces, in the following fashion:

- **First floor, main building**
  - **Commercial/Light Industrial:** The anchor tenant of the first floor of the main building will be Heart Graphics & Communications, Inc., which will use the space for commercial production of decorated apparel -- screen printing and embroidery. (All administrative and customer service functions of Heart Graphics will remain at its Ashland location).
  - **Commercial/Retail:** A retail and gift shop will be developed at the front (street-facing) end of the first floor. This shop will be separately branded but will be a division of Heart Graphics.
- **Second floor, main building:**
  - The second floor will be developed into at least four residential apartment spaces. A commons area will feature laundry facilities (washer and dryer) and a storage area.
- **Northeast unit:**
  - The single-story unit on the northeast side of the building will be leased as commercial rental space.

### **Renovation:**

Proposed renovation will begin with demolition and removal of all non-structural elements in the interior space, and proceed with the following construction:

- HVAC: new HVAC service will be designed and installed, providing heat and AC throughout the building. An air-exchange system will be installed to service the industrial production area of the main building.
- Electric: Sufficient power will be brought into the building to support industrial activities. Existing electrical service and all interior wiring will be inspected. All substandard wiring will be replaced and brought up to code.
- Plumbing: Existing plumbing and all plumbing components will be inspected and where necessary brought up to code. Water supply and drain lines will be installed to serve all proposed activities.
- Insulation: All uninsulated exterior walls will be framed and insulated. The second-story ceilings will be examined and further insulated where necessary, and drywall sheathing brought up to fire code.
- Structural: The ceiling structure of the east side of the main level (wooden joist) will be strengthened or reconstructed as needed to comply with any structural or fire code requirements.
- Apartments: Four apartment units on the second floor will be completely built out and made suitable for occupancy as part of the overall renovation.

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Submitted by Darrell Pendergrass – director, Washburn Public Library

## 2019/2020 Annual Report Summary

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

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Washburn has seen a decrease in circulation in recent years:

### **Total physical checkouts from the Washburn Public Library**

2019 – 36,834

2018 – 38,327

2017 – 40,487

2016 – 43,493

2015 – 44,336

2014 - 46,527

2013 – 50,110

2012 – 56,773

2011 – 55,310

2010 – 56,111

2009 – 55,293

- In 2019 Washburn saw a decrease of 1,493 checkouts, or about 4-percent. There are many valid explanations for this downward trend: increased reliance on the Internet for streaming of movies, digital access to music, affordable E-readers, and so on.
- Though the physical checkout of books and other materials are generally looked on as measuring the worth of a library, our library does much more than just circulate books. In 2019 we had 3,115 e-book checkouts; 2,546 e-audio checkouts; and 8 e-video checkouts; for a total of 5,669 uses of electronic material. We had 6,350 uses of public internet computers last year – which doesn't account for the total hours those patrons were actually using the computers, and 9,582 router-counted uses of the public wireless internet.
- Through interlibrary loan we provided 4,708 items to other libraries, while bringing in 6,644 items to Washburn. Essentially, residents can receive any book or DVD in the world within a relatively short amount of time.
- In 2019 the library had 68,465 visits, and 3,005 people used the library for meetings/programs. The actual number is likely quite a bit higher, as not everyone remembers to fill out a room usage sheet. In summary, the physical circulation is a bit down, but the library is meeting the changing needs of its patrons.

### Other measures

The Washburn Public Library is open 52 hours a week. We often remain open in bad weather, even when schools close. Often we shovel our own sidewalks and do our own weed-whipping. Staff have changed tires for patrons and given rides to people in need.

In 2018 the Washburn Public Library began a partnership with UW-Extension and Bayfield County called Literacy Link – a program that allows incarcerated parents at the Bayfield County Jail to be videotaped reading books to their young children; in turn the children access the video at home and watch and listen to their parent read to them. The children also receive a copy of the book to read along with the video. This program is designed to strengthen the bonds between parents and children during what is a challenging time for their family. Other counties in Wisconsin are looking to our library and Bayfield County as a leader in this area as they create similar programs.

In 2019 we added an unloading ramp off of 3<sup>rd</sup> Street. In 2018 and 2019, we have had a total of four automatic doors installed inside the library to allow for easier access for all patrons, continuing ADA accessibility efforts.

Also, the Washburn Public Library Board of Trustees and the Friends of the Library is tackling the fundraising effort needed to cover an estimated \$300,000 needed for outside building upkeep and repair. With roughly \$130,000 accounted for the library is moving ahead in this area. The Friends will be taking part in several fundraisers this year, and on Saturday, September 19<sup>th</sup> the library will be hosting its 2<sup>nd</sup> annual I Love My Library Gala.

In 2019 the library hosted six weeks of Summer Reading Programs. We do proctor testing for home-schoolers and on-line students; we have outreach programs at the Northern Lights Nursing Home and the assisted-living center and we provide home delivery for shut-ins. We annually host the city's only Easter Egg Hunt. Each October, we host pumpkin carving, have Ghost Story night, and hand out candy on Gate Night. We show a classic movie each month on our big wall screen with homemade popcorn and a drawing for the movie. We work with the Washburn School District to provide work/volunteer experience for At-Risk students; we work with the Bayfield County Judicial System to help individuals fulfill Community Service hours; and we search out grant sources.

Washburn Public Library has many dedicated volunteers who care deeply about the library. Each year we host a Volunteer Appreciation Dinner where a volunteer of the year is recognized. The library board receives no compensation whatsoever for their time and effort. The library paid work force is just 2.6 FTEs (full-time equivalents); the director is the only full-time employee, with four other part-time staffers, and one very part-time janitorial worker.

**In 2020 the Washburn Public Library received \$126,576 in City Funding. In 2019 the Washburn Public Library received \$124,844 in City Funding. In 2018 City Funding was \$115,597.**

Using the funding formula from DPI, the cost per checkout rose to \$4.79 an item in 2019, up from \$4.47 an item in 2018. This new cost per checkout is not significantly higher nor out of line with other libraries in NWLS. An increase in cost per checkout does not cost the Washburn taxpayer additional money.

### **History of Bayfield County funding for Washburn Public Library**

2020 - \$49,317 – 74.7% of request  
2019 - \$49,309 – 73.3% of request  
2018 – \$53,381 – 76.9% of request  
2017 - \$53,270 – 83.5% of request  
2016 - \$56,527 – 83.86% of request  
2015 - \$54,125 - 85.11% of request  
2014 - \$50,308 - 86.64% of request  
2013 - \$49,813 - 96% of request  
2012 - \$49,831 – 90% of request  
2011 - \$57,542 – 89% of request  
2010 - \$57,542 – 93% of request  
2009 - \$58,552 – 100% of request  
2008 - \$62,733 – 100% of request  
2007 - \$50,878 – 100% of request  
2006 - \$62,921 – 100% of request

### **2021 budget projection**

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

Of the 2019 circulation 13,199 checkouts are Bayfield County's responsibility. Using the reimbursement formula, the Washburn Public Library can make a 2021 request of \$63,223 at 100-percent. However, Bayfield County could potentially reduce its funding to \$44,256.

**The best case scenario budget for 2021 is \$191,887** – if the City of Washburn maintains its current level of funding - \$126,576/City and \$63,223/County and \$2,088/Cross-County.

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

**The best-guess for the 2021 budget is \$175,891** - \$126,576/City and \$47,227/County and \$2,088/Cross-County. Or, nearly the same budget the library has in 2020.

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

Darrell Pendergrass  
Director  
Washburn Public Library

**(WASHBURN) 2019 MEDIA REPORTS** (All checkouts from the library including indirect checkouts to schools, WISCAT, senior centers, etc.)

<b>ADULT</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>TOTAL</b>
Book Fiction	596	544	593	612	570	494	613	600	571	552	499	463	6707
Book Nonfiction	501	429	501	386	447	426	401	398	414	395	408	391	5097
Large Print Fiction	67	67	82	47	72	69	78	59	43	38	41	42	705
Large Print NonFiction	4	0	0	0	4	4	6	3	0	2	0	1	24
Audio Book Fiction	110	96	110	101	82	92	112	126	137	94	83	104	1247
Audio Book NonFiction	7	16	17	20	17	17	14	15	10	19	11	14	177
Audio Music	44	33	26	50	43	38	42	41	22	56	15	32	442
Movie Fiction	916	868	881	862	806	655	785	749	679	667	650	723	9241
Movie NonFiction	90	97	74	62	51	76	99	69	54	72	79	51	874
Magazines, News	16	26	18	25	38	30	33	31	23	20	14	30	304
3d (Kits, Toys, Art)	0	0	1	0	0	0	1	1	1	0	1	0	5
Electronics (Equipment, CdRom)	0	1	2	0	0	0	0	0	0	0	0	0	3
Undefined	55	9	27	22	23	23	20	8	29	49	22	17	304
<b>Adult Total</b>	<b>2406</b>	<b>2186</b>	<b>2332</b>	<b>2187</b>	<b>2153</b>	<b>1924</b>	<b>2204</b>	<b>2100</b>	<b>1983</b>	<b>1964</b>	<b>1823</b>	<b>1868</b>	<b>25130</b>
<b>JUVENILE</b>													
<b>JUVENILE</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>TOTAL</b>
Book Fiction	656	544	648	639	630	559	618	540	518	537	447	381	6717
Book Nonfiction	183	237	248	259	237	225	259	213	135	143	172	152	2463
Large Print	0	0	0	0	0	0	0	1	0	0	0	0	1
Audio Book Fiction	34	28	47	34	36	25	31	29	16	24	19	14	337
Audio Book NonFiction	0	0	1	0	0	0	0	0	0	0	0	1	2
Audio Music	3	0	0	2	0	0	3	1	2	6	2	1	20
Movie Fiction	186	176	183	167	202	207	186	180	155	176	168	214	2200
Movie NonFiction	15	14	12	13	4	14	20	7	8	11	18	11	147
Magazines, News	0	0	0	0	0	0	2	1	0	0	0	0	3
3d (Kits, Toys, Art)	0	0	0	0	1	0	0	0	2	2	1	3	9
Electronics (Equipment, CdRom)	0	0	0	0	0	0	0	0	0	1	1	5	7
Undefined	0	0	2	0	0	0	0	0	0	0	0	0	2
<b>Juvenile Total</b>	<b>1077</b>	<b>999</b>	<b>1141</b>	<b>1114</b>	<b>1110</b>	<b>1030</b>	<b>1119</b>	<b>972</b>	<b>836</b>	<b>900</b>	<b>828</b>	<b>782</b>	<b>11908</b>



Wisconsin Department of Public Instruction  
**PUBLIC LIBRARY ANNUAL REPORT**  
 PI-2401 (Rev. 1-20)

Wis. Stat. §§ 43.05(4) & 43.58(6)

FOR THE YEAR 2019

**INSTRUCTIONS:** Complete and return two (2) original signed copies of the form and attachments to your system headquarters.

Board-approved, signed annual reports for 2019 are due to the DPI Division for Libraries and Technology no later than February 29, 2020.

**I. GENERAL INFORMATION**

1. Name of Library Washburn Public Library		2. Public Library System Northern Waters Library Service			
3a. Head Librarian First Name C. Darrell	3b. Head Librarian Last Name Pendergrass	4a. Certification Grade Grade 2	4b. Certification Type Regular		5. Certification Expiration Date 07/31/2024
6a. Street Address 307 Washington Ave.	6b. Mailing Address or PO Box PO Box 248	7. City / Village / Town Washburn	8a. ZIP 54891	8b. ZIP4 0248	9. County Bayfield
10. Library Phone Number (715)373-6172	11. Fax Number (715)373-6186	12. Library E-mail Address of Director dpendergrass@washburn.wislib.org			
13. Library Website URL washburnlibrary.org		14. No. of Branches 0	15. No. of Bookmobiles Owned 0	16. No. of Other Public Service Outlets 0	
17. Does your library operate a books-by-mail program? No	18. Some public libraries are legally organized as joint libraries, with neighboring municipalities or a county and municipality joining to operate a library. Is your library such a joint library legally established under Wis. Stat. s. 43.53? No				
19a. Winter Hours Open per Week 52	19b. Number of Winter Weeks 32	19c. Summer Hours Open per Week 52	19d. Number of Summer Weeks 20		
20. Square Footage of Public Library 4,845	21. Did your library or a branch move to a new facility or expand an existing facility during the fiscal year? No		22. DUNS Number <i>Nine digits</i> 159537216		

**II. LIBRARY COLLECTION**

	a. Number Owned / Leased	b. Number Added
1. Books in Print <i>Non-periodical printed publications</i>	21,722	876
2. Electronic Books <i>E-books</i>	154,833	
3. Audio Materials	2,364	109
4. Electronic Audio Materials <i>Downloadable</i>	54,163	
5. Video Materials	3,351	197
6. Electronic Video Materials <i>Downloadable</i>	952	
7. Other Materials Owned <i>Describe</i> kits, telescopes, projectors, laptops, paper cutters	25	
8. Electronic Collections <i>Locally Owned or Leased</i>	0	
9. Total Electronic Collections <i>Local, regional, and state</i>	53	
10. Subscriptions <i>Include periodicals and newspapers, exclude those in electronic format</i>	38	

**III. LIBRARY SERVICES**

1. Circulation Transactions		2. Interlibrary Loans	
a. Total Circulation 36,834	b. Children's Materials 10,810	a. Items Loaned <i>Provided to</i> 4,708	b. Items Received <i>Received from</i> 6,644
3. Number of Registered Users		4. Reference Transactions	
a. Resident 1,319	b. Nonresident 881	c. TOTAL 2,200	a. Method Did Not Collect
		b. Annual Count 68,465	5. Library Visits
			a. Method Actual Count
6. Uses of Public Internet Computers		7. Uses of Public Wireless Internet	
a. Method Survey Week(s)	b. Annual Count 6,350	a. Method Router Count	b. Annual Count 9,582
		8. Number of Website Visits 4,615	
		9a. Local Electronic Collection Retrievals -1	
		9d. Total Electronic Collection Retrievals -1	
10. Uses of Electronic Materials by Users of Your Library			
a. E-Books 3,115	b. E-Audio 2,546	c. E-Video 8	d. Total Uses of Electronic Works 5,669
			e. Uses of Children's Electronic Materials 519
11. Programs and Program Attendance Annual Count			
	a. Children (0-11)	b. Young Adult (12-18)	c. Other (all ages)
			d. TOTAL
Number of Programs	93	0	28
Total Attendance	744	0	336
11. Number of Public Use Computers			
a. Total 6		b. Internet Access 6	

**IV. LIBRARY GOVERNANCE**

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

First Name	Last Name	Street Address	City	ZIP+4	Email Address
<b>PRESIDENT</b>					
1. Thomas	Cogger	28745 Maple Hill Road	Washburn	54891	thomasjcogger@gmail.com
2. Tara	Wisnewski,	29575 Cty Rd C	Washburn	54891	tewjansich@gmail.com
3. Larua	Tulowitzky	419 2nd Ave East	Washburn	54891	ltulowitzky@gmail.com
4. Mary	Obrien-Cotheman	27 East Fifth	Washburn	54891	maryoandsteveo@gmail.com
5. Diane	Posner	920 9th Avenue West	Washburn	54891	sdposner@charter.net
6. Margo	Smith	201 Faulkner Road	Washburn	54891	msmith@washburn.k12.wi.us
7. Les	Alldritt	417 Fifth St. West	Washburn	54891	laldritt@northland.edu
8.					
9.					
10.					
11.					
12.					

No. of Library Board Members  
Include vacancies in this count

7



**VI. LIBRARY OPERATING EXPENDITURES**

*Report operating expenditures from all sources. Do not report capital expenditures here.*

1. Salaries and Wages <i>Include maintenance, security, plant operations</i> \$96,597		2. Employee Benefits <i>Include maintenance, security, plant operations</i> \$11,725	
3. Library Collection Expenditures			
a. Print Materials \$11,503	b. Electronic Materials \$556	c. Audiovisual Materials \$5,189	d. All Other Library Materials \$3,236
			e. Subtotal 3 \$20,484
4. Contracts for Services <i>Include contracts with other libraries, municipalities, and library systems here. Include service provider.</i>			
Provider		Amount	
Merlin Consortium Fees		\$6,226	
Teleforms		\$8	
Movie License		\$269	
Software Updates		\$384	
Delivery		\$600	
WisCat		\$100	
			Subtotal 4 \$9,132
5. Other Operating Expenditures			\$38,645
6. Total Operating Expenditures <i>Add 1 through 5</i>			\$176,583
7. Of the expenditures reported in item 6, what were operating expenditures from federal program sources?			\$0

**VII. LIBRARY CAPITAL REVENUE, EXPENDITURES, DEBT RETIREMENT, AND RENT**

1. Capital Income and Expenditures by Source of Income. <i>Do not report any expenditures reported above. Provide a brief description of any expenditures.</i>			
Source	Brief Description of Expenditure	Revenue	Expenditure
a. Federal		\$0	\$0
b. State		\$0	\$0
c. Municipal		\$0	\$0
d. County		\$0	\$0
e. Other		\$0	\$0
2. Debt Retirement \$0	3. Rent Paid to Municipality/County \$0	Total Revenue \$0	Total Expenditure \$0

**VIII. OTHER FUNDS HELD BY THE LIBRARY BOARD**

All funds under the library board's control must be reported. Report in this section any funds in the library board's control (except Trust Funds) that have not been reported in a previous section. *Wis. Stat. s. 43.58(6)(a)*

1. Total Amount of Other Funds at End of Year  
\$123,866

**IX. TRUST FUNDS**

1. Total Amount of Trust Funds Held by the Library Board at End of Year  
\$76,339

**X. STAFF**

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

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

Position	Type of Staff	Annual Salary	Hours Worked per Week	Position	Type of Staff	Annual Salary	Hours Worked per Week
Director / Head Librarian	No MLS	\$44,987	40.00				
library assistant	Other	\$18,495	24.00				
library assistant	Other	\$15,412	20.00				
library assistant	Other	\$6,165	8.00				
circulation assistant	Other	\$6,738	12.00				

b. Other Paid Staff See instructions

Position	Type of Staff	Total Annual Wages	Hours Worked per Week	Position	Type of Staff	Total Annual Wages	Hours Worked per Week

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

a. Persons Holding the Title of Librarian

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

0.00

Other Persons Holding the Title of Librarian (FTE)

1.00

Subtotal 2a

1.00

b. All Other Paid Staff (FTE) Include maintenance, plant operations, and security

1.60

c. Total Library Staff (FTE)

2.60

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

1. Of the total circulation reported for your library from Section III, item 1, what was the total circulation to nonresidents *See instructions for definition of nonresident*  
 17,735

Divide nonresident circulation among the following categories. The total of 2 through 6 below should not be greater than the number reported in item 1 above.	a. Those with a Library	b. Those without a Library	c. Subtotal
2. Circulation to Nonresidents Living in Your County	723	13,199	13,922
3. Circulation to Nonresidents Living in Another County in Your System	2,693	623	3,316
4. Circulation to Nonresidents Living in an Adjacent County Not in Your System	0	0	0
5. Circulation to All Other Wisconsin Residents 75	6. Circulation to Persons from Out of the State 422		

7. Are the answers to items 1 through 6 based on actual count or survey/sample?  Actual	8a. Does your library deny access to any residents of adjacent public library systems on the basis of Wis. Stat. s. 43.17(11)(b)?  No	8b. If yes, do you allow residents in adjacent systems to purchase library cards?
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9. Circulation to Nonresidents Living in an Adjacent County Who Do Not Have a Local Public Library

Name of County	Circulation	Name of County	Circulation
a. Douglas	251	f.	
b. Washburn	0	g.	
c. Sawyer	51	h.	
d. Ashland	315	i.	
e.		j.	

**XII. TECHNOLOGY**

1. Does your library provide wireless Internet access for patrons' mobile devices?  Yes	2. What type of Internet connection do you have? <i>Mark all that apply</i> <input checked="" type="checkbox"/> a. State TEACH line <input type="checkbox"/> b. Other broadband connection <i>Local cable, telco, community network, etc.</i>	3. Does your library use any type of Internet filtering software or service? <input type="checkbox"/> a. Yes, on all Internet workstations <input type="checkbox"/> b. Yes, on some Internet workstations <input checked="" type="checkbox"/> c. No filtering on any Internet workstation
---	--	--

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

1. Self-directed Activities <i>Planned, independent activities available for a definite time period which introduce participants to any of the broad range of library services or activities that directly provide information to participants.</i>		a. Children (0-11)	b. Young Adult (12-18)	c. Other (all ages)	d. TOTAL
	Number of Self-directed Activities	0	0	12	12
	Total Self-directed Activity Participation	0	0	108	108

2. Name and email address of primary staff person who serves as the children, youth, or teen librarian. *Only the primary person is displayed here.*

a. First Name Deb	b. Last Name Terry	c. Email Address dterry@washburn.wislib.org
----------------------	-----------------------	--

3. Name and email address of primary staff person who serves as the librarian for adults. *Only the primary person is displayed here.*

a. First Name Darrell	b. Last Name Pendergrass	c. Email Address dpendergrass@washburn.wislib.org
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**XIV. PUBLIC LIBRARY ASSURANCE OF COMPLIANCE WITH SYSTEM MEMBERSHIP REQUIREMENTS**

We assure the Public Library System of which this library is a member and the Division for Libraries and Technology, Department of Public Instruction that this public library is in compliance with the following requirements for public library system membership as listed in *Wis. Stats.* A check (X) or a mark in the checkbox indicates compliance with the requirement.

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

**XV. CERTIFICATION**

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

President, Library Board of Trustees Signature ➤	Name of President <i>Print or type</i> Thomas Cogger	Date Signed
Library Director / Head Librarian Signature ➤	Name of Director / Head Librarian <i>Print or type</i> C. Darrell Pendergrass	Date Signed

STATEMENT CONCERNING PUBLIC LIBRARY SYSTEM EFFECTIVENESS

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

County
Bayfield

The Washburn Public Library Board of Trustees hereby states that in 2019, the Northern Waters Library Service
Name of Public Library Name of Public Library System / Service

- [X] did provide effective leadership and adequately meet the needs of the library.
[ ] did not provide effective leadership and adequately meet the needs of the library.

Indicate with an X one of the following two statements.

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

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

CERTIFICATION

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

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

Table with 3 columns: President, Library Board of Trustees Signature; Name of President Print or type; Date Signed. Content: Thomas Cogger

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



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

To: Honorable Mayor and City Council Members  
From: Tony Janisch, Assistant City Administrator *Tony*  
Re: Lakeshore Parkway and Walking Trail Land Management Plan  
Date: February 25, 2020

Over the past year, the Parks Committee has been discussing and drafting an update to the Lakeshore Parkway & Walking Trail Management Plan. This plan defines maintenance activities for mowing and brushing along the trail and view corridors. It also calls for the removal of invasive plant species, with the planting of native plants and trees. Maintenance activities include a three (3) year program of work to address needs in specific areas identified along the trail and parkway.

Public Works and City staff have provided much input and suggests in the development of this document. Additionally, many of the activities for invasive species removal was included in a Wisconsin Coastal Management Grant proposal. If this proposal receives funding, implementation of this portion of the management plan can begin this summer.

On the recommendation of the Park Committee, I seek approval for the Lakeshore Parkway and Walking Trail Land Management Plan.

2020

LAND MANAGEMENT PLAN:  
WASHBURN LAKESHORE PARKWAY AND WALKING TRAIL



Written by Parks Committee

Adopted by Washburn City Council

3/9/2020

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## INTRODUCTION

### **Background**

Located on the Bayfield Peninsula in the Superior Coastal Plain Ecological Landscape of Wisconsin, the Washburn Lakeshore Parkway is a unique, natural area within the City of Washburn and a place for education, quiet reflection, and exercise. The area comprises approximately 54 acres of public land and is located in northern Bayfield County, Wisconsin in Township 48N, Range 4W, Section 5 (Exhibit A). The land comprises approximately 5,000 linear feet of Lake Superior's shoreline between Thompson's West End Park and the area just east of the Washburn Marina adjacent to the City's coal dock and Pumphouse Road. An approximate one-mile non-motorized trail traverses the land. In January 2020, Washburn City Council designated a portion of the walking trail as a historic site. This includes the trail from the trailhead at the east end of Thompson's West End Park at the end of 6<sup>th</sup> Avenue West to the Washburn Marina. The width of the historic site shall be from eight feet north of the existing pathway south to the normal high-water line of Lake Superior. This designation should not affect routine maintenance and management of the trail and structures.

### *History of the Washburn Walking Trail*

The City of Washburn was platted and surveyed in 1882. Past residents believed that there was once a footpath connecting the town where many workers lived to their jobsites along the water's edge. In 1976, a group of local residents worked together to create a natural pathway along the lakeshore, a simple, quiet retreat from the noise of humanity, where residents can enjoy nature. The City of Washburn owns the walking trail and has managed it since the 1980s. In 2001, two new bridges were built across ravines, and the trail was widened and resurfaced. Additionally, 350 native trees have been planted along the trail. The trail and its natural area continue to be maintained and improved by the City of Washburn with support from residents, partners, and grant funding. It is an incredible resource for Washburn residents and visitors.

### *Management Plan Update*

This updated land management plan focuses on the section of the trail between Thompson's West End Park and the area just east of the Washburn Marina adjacent to the City's coal dock and Pumphouse Road. This plan primarily focuses on land management actions related to vegetation and habitat. While there is some reference to recreational infrastructure along the trail, a recreational section will be created and added at a later date. We recognize that the lakeshore and walking trail extends further to Memorial Park; management actions for that area will also be included at a later date. It will replace the management plan and conservation plan appendix adopted by Washburn's City Council in 2000; and the updated management plan/action plan in 2006. This updated management plan was written to improve clarity, be comprehensive in scope while also being user-friendly, and in consideration of best management practices/best science related to natural resources. It complements recommendations in the Expansion of West End Park Report written in 2015 and adopted by City Council. It builds on the direction of the past plans and on the West End Park Report. This updated land management plan will focus on a three-year program of work. The plan will be revisited as needed in response to changes in on-the-ground conditions after invasive plant species treatments and as future desired conditions and uses are determined for various areas in the parkway.

Exhibit A - Map of Natural Area



### **Property Description, Past & Current Conditions**

The property includes ravines, low elevation uplands, and forested as well as shrub-scrub wetland areas. Several view corridors are located throughout the area, as well as infrastructure. In addition to the diverse types of habitat on the property, there are various wildlife species including migratory birds and breeding birds (due to its close proximity to Lake Superior), turtles, deer, mink, beaver, fox, and otter as well as others. While much of the parkway is viewed as a natural area, the majority of the plant communities within the park have seen significant disturbance from past and current land use activities. As a result, invasive plants are prevalent throughout the natural area, and high density of these plants exist. These areas will be documented in the near future, and a map/data will be added to this management plan. For a visual picture of the existing conditions as of summer 2019, see Appendix A for Photopoint Map, Coordinates of Photopoints, and Photos.

Historically, this area was dominated by boreal forest and mixed coniferous-hardwood forest plant communities. Topographic variations prior to human settlement and wetland soil indicators in present day soils indicate that there were likely substantial areas dominated by wetlands throughout the park area. Historic plant communities were black spruce swamps, boreal forests, mesic cedar forest, northern hardwood swamps, and northern forests ranging from wet to dry mesic throughout. The area also likely contained a variety of non-forested wetland communities including shore fen and emergent marsh on the coast, and emergent marsh, alder thicket, fens, northern sedge meadow and shrub carr slightly inland.

At the time of the creation of this management plan, several access points, infrastructure improvements, and interpretive signs exist including:

- *Parking* - A small parking area is located at the east end of Thompson's West End Park at the end of 6<sup>th</sup> Avenue West. An additional small parking area is located near the corner of 4<sup>th</sup> Avenue West and W. Holman Lakeview Drive.
- *Main Trail* - A trail made of packed limestone, approximately 8-10 feet in width, exists. This width includes the turf/low-growing plants on each side of packed trail. Resurfacing may be needed in various areas in the future.
- *View Corridors* - View corridors constitute approximately 2,000 linear feet or just over 1/3 of the shoreline. See Appendix B for View Corridor Map and Criteria.
- *Structures* - Benches and picnic tables are present in several locations. A set of exercise equipment is located at the entrance to the walking trail off of 6<sup>th</sup> Avenue West. Currently, only one waste container exists at the entrance to the walking trail off of 6<sup>th</sup> Avenue West. Other structures include staircases and bridges.
- *Interpretive Signage* - Historical interpretive signs are posted along the trail's length, emphasizing logging and shipping history. Additional signage communicating various information such as navigation (maps), allowable/permitted uses, natural resources, history, culture, and/or other pertinent information may be useful.

### **Descriptions of Habitat Areas**

This management plan lists multiple plant species that may be appropriate to achieve desired future conditions. To refine a list of species, additional surveys should be conducted, and planting plans will be created as funding allows. Trees, shrubs, and other herbaceous species native to this region

of Wisconsin and of special cultural importance will be stressed, with the goals of creating a diversity of forest types, shrub-scrub habitat areas, and pollinator habitat areas as well as to build climate resiliency along the lakeshore. Additionally, edible plants (such as raspberry, blueberry, blackberry, serviceberry, wild plum, high bush cranberry, elderberry, hazelnut, etc.) may also be a good choice for particular areas and would provide food to wildlife and visitors.

Area	Current Condition	Desired Future Condition
Area 1 and 3	Wetland and low elevation upland areas inhabited by alder, red osier dogwood, willow, and sumac as well as a mix of native trees including tamarack, aspen, ash, and white pine, among others. Invasive plants include garden valerian ( <i>Valeriana officinalis</i> ), non-native honeysuckle ( <i>Lonicera spp.</i> ), common buckthorn ( <i>Rhamnus cathartica</i> ), common tansy ( <i>Tanacetum vulgare</i> ), reed canary grass ( <i>Phalaris arundinacea</i> ), Bird's-foot trefoil ( <i>Lotus corniculatus</i> ), and crown vetch ( <i>Coronilla varia</i> ), among others.	Native, long-lived species such as cedar, white pine, and oak as well as others. Early successional shrub species in wetter areas such as swales and along the lake. These are hardy species which are the first to establish in a site after a disturbance. Appropriate species may include alder, red osier dogwood, and willow among others and native understory species.  Continue to use the high ground of Area 1 for Book Across the Bay parking.
Ravine 1	Ravine area inhabited by boxelder, red osier dogwood, alder, willow, and sumac, among others. Invasive plants include garden valerian, non-native honeysuckle, and common buckthorn.	Native, long-lived and low maintenance conifers. Early successional shrub species along the lake. These are hardy species which are the first to establish in a site after a disturbance. Appropriate species may include alder, red osier dogwood, and willow among others and wetland understory species.
Areas 2	Wetland area mowed in 2018 and previously dominated by red osier dogwood and alder, as well as other wetland plants such as native sedges. Invasive plants are now becoming established including garden valerian and common tansy.	Native, long-lived species such as cedar, white pine, and oak as well as others. Trees could be planted in groups to still allow lake views and for maintenance ease. Early successional shrub species in wetter areas such as swales and along the lake. These are hardy species which are the first to establish in a site after a disturbance. Appropriate species may include alder, red osier dogwood, and willow among others and native understory species. Understory/groundcover plants should also be utilized to help minimize erosion and the establishment of invasive plants.
Ravine 2	Ravine area inhabited by boxelder, dogwood, alder, willow, and ash, among others. Invasive plants include garden valerian, non-native honeysuckle, and common buckthorn.	Native, long-lived and low maintenance conifers. Early successional shrub species along the lake. These are hardy species which are the first to establish in a site after a disturbance. Appropriate species may include alder, red osier dogwood, and willow among others and wetland understory species.

Area 4	Wetland area mowed in 2018 and previously dominated by red osier dogwood and alder, as well as other wetland plants. Near the lake, aspen, balsam fir, ash, and red osier dogwood, among others, are present. Invasive plants include garden valerian, common tansy, ornamental silvergrass ( <i>Miscanthus spp.</i> ), garden valerian, non-native honeysuckle, and common buckthorn.	Native, long-lived species such as cedar, white pine, and oak as well as others. Trees could be planted in groups to still allow lake views and for maintenance ease. Early successional shrub species in wetter areas such as swales and along the lake. These are hardy species which are the first to establish in a site after a disturbance. Appropriate species may include alder, red osier dogwood, and willow among others and native understory species. Understory/groundcover plants should also be utilized to help minimize erosion and the establishment of invasive plants.
Ravine 3	Ravine area inhabited by boxelder, aspen, ash, alder, hawthorn, willow, red osier dogwood, serviceberry, and sumac, among others. Invasive plants include garden valerian, non-native honeysuckle, and common buckthorn.	Native, long-lived and low maintenance conifers. Early successional shrub species along the lake. These are hardy species which are the first to establish in a site after a disturbance. Appropriate species may include alder, red osier dogwood, and willow among others and wetland understory species.
Area 5 and 6	These areas are dominated by mown turf grass on land owned by the City of Washburn and adjacent to private residences. Along the lake, native shrubs and trees are present as well as invasive plants such as common buckthorn and non-native honeysuckle. Some parts of the slopes have been frequently mowed causing erosion and sedimentation.	Native shrubs, such as red osier dogwood, short-growing willow, snowberry, ferns, ninebark, and spirea as well as others to minimize erosion, provide habitat, and protect water quality. Continue to leave some of the area in turf grass or convert some area to low growing pollinator gardens.
Area 7	This area is located in front of area businesses and adjacent to the marina. Vegetation consists of native shrubs and some invasive plants including purple loosestrife ( <i>Lythrum salicaria</i> ). The vegetation along the lakeshore's slopes is often mowed.	Native short-stature shrubs, such as red osier dogwood, short-growing willow, snowberry, ferns, ninebark, and spirea as well as others to minimize erosion, provide habitat, and protect water quality.
Area 8	This area is located east of the marina, adjacent to the City's coal dock and Pumphouse Road. It is approximately 8 acres in size, and the small beach is well used by local residents and visitors to access the lake. It is a low elevation upland area inhabited by alder, willow and other shrubs along the lakeshore, as well as a mix of native trees including aspen, paper birch, and balsam fir, among others. Invasive plants include non-native honeysuckle and common buckthorn.	Native, long-lived species such as cedar, white pine, and oak as well as others. Early successional shrub species along the lake. These are hardy species which are the first to establish in a site after a disturbance. Appropriate species may include alder, red osier dogwood, and willow among others and native understory species. City will evaluate long-term use of small open picnic area. It is currently being mowed.

## MANAGEMENT ACTIVITIES

### Goals

As the landowner, the City of Washburn (hereinafter “City”) will oversee all activities on the property. Management activities will be designed, coordinated and/or implemented to:

- (a) Preserve, restore, and enhance natural habitats for wildlife and nearby fisheries.
- (b) Maintain water quality of Lake Superior and its associated nearshore wetlands by choosing management actions that minimize erosion, runoff, and sedimentation.
- (c) Provide recreational and educational opportunities for the public, including citizens and visitors with physical limitations, while minimizing the impact of public use on natural resources and adjacent private properties.

### Restoration Opportunities and Practices

According to the Expansion of West End Park Report, the existing habitat within the parkway represents a unique opportunity to restore habitat to the Lake Superior coastline through careful planning and implementation of restoration activities. Restoration efforts should concentrate on:

- 1) Removing/controlling invasive species, and replacing them with native plants;
- 2) Creating or promoting suitable habitat for rare, threatened, or endangered species; and
- 3) Maintaining or promoting ecologically important or valuable habitat components that will/would otherwise succumb to natural succession/conversion. For Options 2 and 3, a plan will be written by a qualified natural resource expert and reviewed by the City’s Staff before implementing restoration activities.

### Best Management Practices

The City will follow applicable local, county, state, and federal laws as well as Best Management Practices recommended by the State of Wisconsin when conducting management activities.

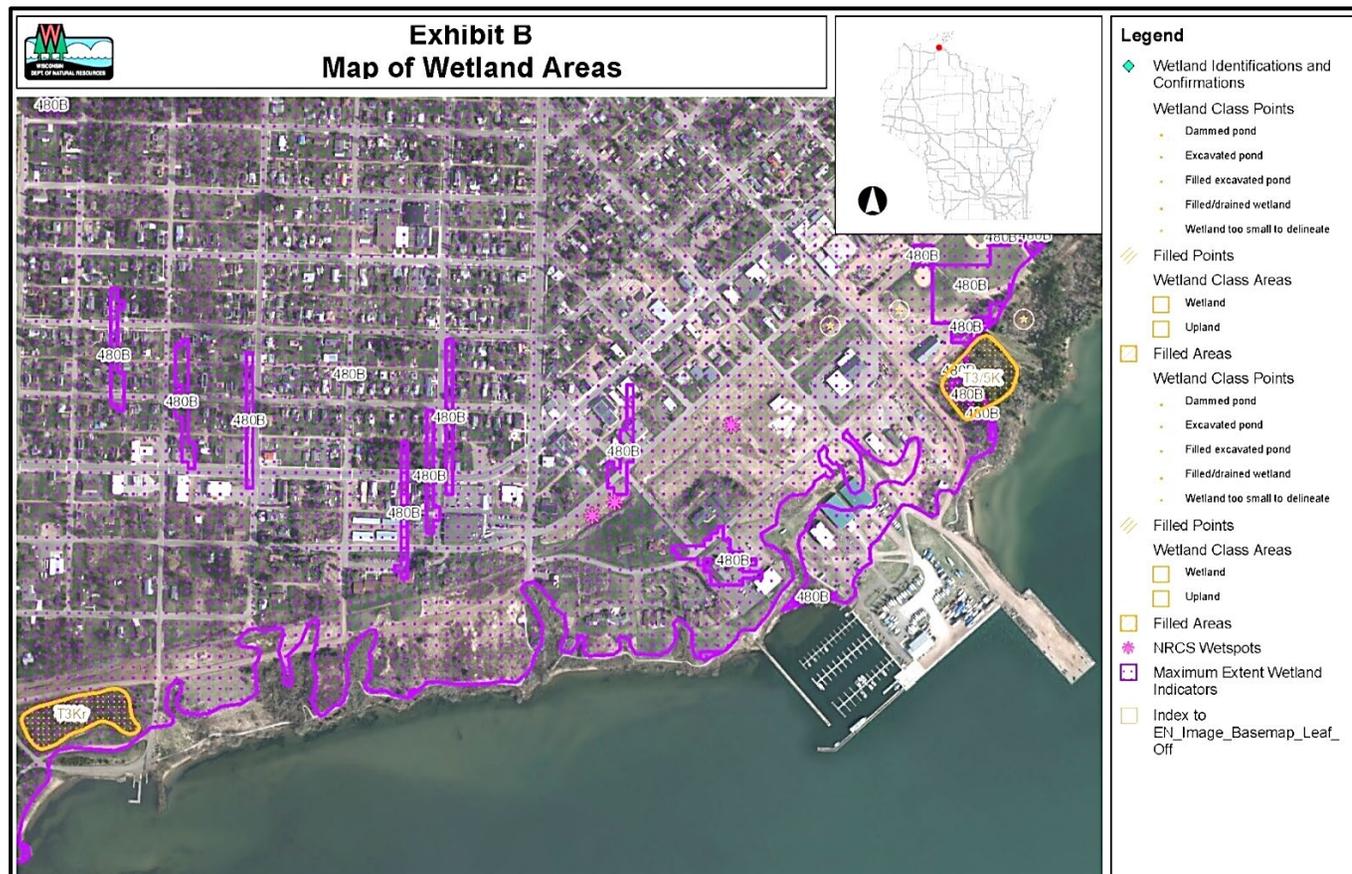
- **Invasive Plant Species Removal & Control**

To achieve desired future conditions, it is important to remove/control invasive plant species and replace them with native plant species appropriate for that area. Over the next several years (2020-2023), the focus will be on invasive species eradication and restoring habitat. See Appendix C for Descriptions of Invasive Plant Species and Treatment Recommendations.

- If mowing is used to remove/control invasive plants, it will be timed with the plant’s phenology (i.e. completed before going to seeds).
- If mowing occurs after invasive plants have seeded, equipment will be cleaned.
- If invasive plants are mixed in with native plants, City staff or volunteers will strive to adjust their mowing heights to leave at least 2 feet of height on native species to minimize impacts to wildlife species using these areas.
- When invasive species removal/control activities are occurring, temporary signage will be posted along the trail to help educate the public.

- Wetland Protection & Management

Wetland conditions exist throughout the natural area. These are areas that have either one or multiple wetland indicators - wetland plants, wetland soils, and/or wetland hydrology. These areas will be managed carefully by the City, and the City will strive to leave native vegetation in place to slow-the-flow of water across the landscape, reduce erosion rates to protect the water quality of Lake Superior, and provide wildlife habitat. If the City desires to convert a habitat area to another use, it will first assess on-the-conditions and determine how it will mitigate for future ecological impacts. In some areas, the City may desire to work with a natural resource partner(s) to identify opportunities for restoration and enhancement. If view corridors are a concern, wetland vegetation will be thinned and/or limbed appropriately rather than mowing the entire area. By minimizing disturbance, the City will prevent invasive plants from establishing in these areas and will continue to provide important wildlife habitat.



- Lakeshore & Slope Protection

Several slopes within the parkway and adjacent to Lake Superior are steep in nature and contain sensitive soils. Even a stable looking slope is just marginally stable, and any slight land or vegetation disturbance can swing the slope to being unstable. Once slope failure begins, it is very difficult and expensive to repair.

The relative stability of a slope is related to many factors. One of the most important slope failure factors is the presence of water, both on top of the slope and within layers which make up the slope (shallow groundwater and water bearing sediment layers). Other than engineering methods to collect and/or redirect the water or best management practices to redirect the water away from the slope, vegetation is one of the best methods for slope water control. Vegetation helps strengthen the slope by binding soil particles within its roots, and by transpiring water from their leaves which also removes slope water. The best types of vegetation to use for slope stability are native grasses and shrubs. Because shrubs, such as willows, alders, and dogwoods, tolerate cutting and pruning, they can be a good choice in view corridors.

Mowing in the ravines, or along the lakeshore banks or slopes is highly discouraged (except in designated view corridors (See Appendix B) or to remove/control invasive plant species) in an effort to prevent erosion and promote bank stabilization, and to protect water quality and nearshore habitats of Lake Superior.

- Sourcing Fill

If fill is needed for a project, the City will strive to source clean fill meaning that all materials in the fill dirt are natural and do not contain any additive or dangerous materials such as refuse, metal, glass, invasive plant fragments or seeds, etc. Trail Creation

In the future, the City may desire to create additional trails. If so, they will be designed and implemented throughout the parkway with an emphasis on long-term sustainability, minimal impacts to natural resources, and to further enhance safe and enjoyable use by the public.

- Trail Creation

In the future, the City may desire to create additional trails. If so, they will be designed and implemented throughout the parkway with an emphasis on long-term sustainability, minimal impacts to natural resources, and to further enhance safe and enjoyable use by the public.

- Infrastructure

Additional trash cans, pet waste bag dispenser stations, benches, picnic tables, signage and other minor infrastructure may be considered in the future. To maintain the natural integrity of the area, materials will blend in with the natural environment.

**City of Washburn Department of Public Works Maintenance Activities**

<b>Program of Work 2020</b>				
<b>Type of Activity</b>	<b>Description/Location</b>	<b>Timeline</b>	<b>Equipment</b>	<b>Criteria</b>
Maintenance Mowing	Existing Trail corridor - 6 foot gravel trail tread and 2-3 feet of turf/low-growing plants on each side of trail	As needed		No restrictions
Maintenance Mowing	Upper area of Area 1 (Book Across the Bay parking)	As needed	Varies	No restrictions
Maintenance Mowing	Parking lot of Area 4 and picnic area of Area 8	As needed	Varies	No restrictions
Maintenance Mowing	Near trail entrance and exercise equipment	As needed	Varies	No restrictions
Maintenance Mowing	Turf grass area of Areas 5 and 6	As needed	Varies	No restrictions
Invasive Plant Species Mowing	Garden valerian in Area 2, Area 4, and existing trail corridor	Early summer before plant sets seed, and again in August to repress new growth	Brush mower, brush saw, or hand pulling	No restrictions
Invasive Plant Species Mowing	Garden valerian intermixed in brush near trail	Early summer before plant sets seed, and again in August to repress new growth	Brush saw or hand pulling	Leave 2-3 feet in height of native vegetation intact
Invasive Plant Species Mowing	Silvergrass near Area 4	Early summer before plant sets seed, and again in August to repress new growth	Brush mower	No restrictions
View Corridor Maintenance	Maintenance of vegetation in established view corridors	As needed	Varies	In accordance with Appendix B criteria
Monitor Infrastructure	Throughout natural area	As needed		

<b>Program of Work 2021</b>				
<b>Type of Activity</b>	<b>Description/Location</b>	<b>Timeline</b>	<b>Equipment</b>	<b>References</b>
Maintenance Mowing	Existing Trail corridor - 6 foot gravel trail tread and 2-3 feet of turf/low-growing plants on each side of trail	As needed	Varies	No restrictions
Maintenance Mowing	Upper area of Area 1 (Book Across the Bay parking)	As needed	Varies	No restrictions
Maintenance Mowing	Parking lot of Area 4 and picnic area of Area 8	As needed	Varies	No restrictions
Maintenance Mowing	Near trail entrance and exercise equipment	As needed	Varies	No restrictions
Maintenance Mowing	Turf grass area of Areas 5 and 6	As needed	Varies	No restrictions
Invasive Plant Species Mowing	Garden valerian in Area 2, Area 4, and existing trail corridor	Early summer before plant sets seed, and again in August to repress new growth	Brush mower, brush saw, or hand pulling	Mow garden valerian selectively around new plantings and native plant growth in Areas 2 and 4. Do not mow native plants.
Invasive Plant Species Mowing	Garden valerian intermixed in brush near trail	Early summer before plant sets seed, and again in August to repress new growth	Brush saw or hand pulling	Leave 2-3 feet in height of native vegetation intact
Invasive Species Removal	Buckthorn and honeysuckle re-sprouts in previously treated areas throughout natural area	Late September/early October	Cut-stump treatment of larger stems Foliar treatment of smaller stems	Do not mow as this will cause re-sprouts
View Corridor Maintenance	Maintenance of vegetation in established view corridors	As needed	Varies	In accordance with Appendix B criteria
Monitor Infrastructure	Throughout natural area	As needed		

<b>Program of Work 2022</b>				
<b>Type of Activity</b>	<b>Description/Location</b>	<b>Timeline</b>	<b>Equipment</b>	<b>References</b>
Maintenance Mowing	Existing Trail corridor - 6 foot gravel trail tread and 2-3 feet of turf/low-growing plants on each side of trail	As needed	Varies	No restrictions
Maintenance Mowing	Upper area of Area 1 (Book Across the Bay parking)	As needed	Varies	No restrictions
Maintenance Mowing	Parking lot of Area 4 and picnic area of Area 8	As needed	Varies	No restrictions
Maintenance Mowing	Near trail entrance and exercise equipment	As needed	Varies	No restrictions
Maintenance Mowing	Turf grass area of Areas 5 and 6	As needed	Varies	No restrictions
Invasive Plant Species Mowing	Garden valerian in Area 2, Area 4, and existing trail corridor	Early summer before plant sets seed, and again in August to repress new growth	Brush mower, brush saw, or hand pulling	Mow garden valerian selectively around new plantings and native plant growth in Areas 2 and 4. Do not mow native plants.
Invasive Plant Species Mowing	Garden valerian intermixed in brush near trail	Early summer before plant sets seed, and again in August to repress new growth	Brush saw or hand pulling	Leave 2-3 feet in height of native vegetation intact
Invasive Species Removal	Buckthorn and honeysuckle re-sprouts in previously treated areas throughout natural area	Late September/early October	Cut-stump treatment of larger stems Foliar treatment of smaller stems	Do not mow as this will cause re-sprouts
View Corridor Maintenance	Maintenance of vegetation in established view corridors	As needed	Varies	In accordance with Appendix B criteria
Monitor Infrastructure	Throughout natural area	As needed		

### Other Activities

These activities may be implemented as funding, resources, and need allow. City staff may wish to draw on experience and expertise from local and area natural resource agencies, organizations, and individuals for technical assistance. The City may also obtain assistance from local residents and organizations.

Type of Activity	Description/Location	Timeline	Equipment	References
Invasive Plant Species Inventory and Monitoring	The parkway area will be annually monitored for the presence and density of invasive plants, either by City staff or by volunteers familiar with invasive plant identification. By doing this, an inventory will be created, and areas will be more easily prioritized for removal and control activities. Following removal/control activities, the areas will continue to be evaluated for new infestations. As of 2018, the more prolific invasive species include common buckthorn ( <i>Rhamnus cathartica</i> ), non-native honeysuckle ( <i>Lonicera spp.</i> ), garden valerian ( <i>Valeriana officinalis</i> ), common tansy ( <i>Tanacetum vulgare</i> ), and watercress ( <i>Nasturtium officinale</i> ). Location: Throughout natural area.	During growing season	GPS, Recording Notebook	See Appendix C
Invasive Plant Species Removal and Control	Invasive plants will be treated by following Best Management Practices for the State of Wisconsin. This includes addressing at minimum: - Garden valerian - this is a NR40 listed species that is rapidly spreading in the northern counties of Wisconsin. - Buckthorn and honeysuckle - Ornamental Silvergrass Location: Throughout natural area.	Annuals - Biannuals - Woody Species - Fall	Mower Brushsaw Loppers Herbicide as prescribed	See reference section for plant descriptions and treatment recommendations
Native Plantings	Trees, shrubs, and understory species native to Wisconsin and climate resilient as appropriate. Native trees, shrubs, and understory species will create a diversity of forest types, shrub-	Spring (May)	Planting plan and design by qualified natural resource expert Planting shovels	See reference section for list of native plant species and how to plant

	<p>scrub habitat areas, and pollinator habitat areas which will provide habitat and build climate resiliency.</p> <p>Location: In previously disturbed areas such as Area 2 and Area 4, and along the lakeshore. In areas where invasive plants have been removed and controlled.</p>		Deer protection if needed	
Edible Plantings	<p>Species such as raspberry, blueberry, blackberry, serviceberry, wild plum, highbush cranberry, elderberry, hazelnut, etc.</p> <p>Location: In areas easily accessible by the public.</p>	Spring or Fall (species dependent)	<p>Planting plan and design</p> <p>Shovels</p> <p>Deer protection if needed</p>	
Maintenance of Restored Areas	<p>Activities that will ensure plantings and restoration activities are successful including minor erosion fixes, watering, reseeding, and mowing to control non-native species and competitive species.</p> <p>Location: Recently restored areas, sensitive areas (Area 5 and Area 6), and as needed throughout natural area.</p>	Spring/Summer		
Public Outreach & Education	<p>Adjacent landowners and/or other City residents may not be aware of the importance of vegetation along the lakeshore and its steep slopes for wildlife habitat, water quality, and climate resiliency in the face of rising lake water levels, changing wave action, and more frequent and severe rain events.</p>	Anytime	<p>Letters</p> <p>Meetings</p> <p>Phone Calls</p>	
Implementing Green Infrastructure Projects	<p>Green infrastructure projects such as permeable pavement, bioswales, rain gardens, infiltration trenches, plantings, and more effective stormwater management can be used to reduce erosion and sedimentation, resulting in improved water quality.</p> <p>Location: Near the lakeshore, in other key locations</p>	Variable	Variable	See reference section for Seagrant publication

## PROPERTY ACCESS AND MONITORING ACTIVITIES

### Access

As resources allow, the Washburn Lakeshore Parkway and Walking Trail will be made accessible to citizens and visitors including those with physical limitations, such as the elderly and people with physical disabilities. If funding and resources allow, ADA accessibility may be explored for at least parts of the trail.

- Recreational Use: the property will be open to the public for non-motorized forms of recreation, including, but not limited to, walking, hiking, biking, snow shoeing, cross-country skiing, swimming, picnicking, paddle sports, nature observation or study, fishing in accordance with local, state, and federal laws.
- Hours of Operation: 7:00 am - 10:00 pm
- Camping and Overnight Use: to be determined in the future.
- Property Boundaries: boundaries will be marked as needed, as determined by the City, through a licensed surveyor. If construction is planned near a known property boundary, surveying is advised.
- Emergency Property Closure: during times of high fire risk, severe flooding, or other events/issues where public safety is a concern, the property may be closed, or admittance restricted, as determined by the City.
- Pets: pets are to be leashed at all times, except in designated areas, and the owners will be held responsible for their pet's behavior.
- Commercial Use: no commercial advertising, distributions, solicitations or similar activities will be permitted. No commercial collection or harvesting of material or activity that results in for profit collection or harvesting of material is permitted.
- Other Restrictions: to be determined by the City.

### Monitoring

Monitoring activities are a proven, reliable system for detecting any management and/or environmental issues that require attention and/or action. The management plan will be reviewed annually by the City's Parks Committee. The property will be regularly monitored by the City's Public Works Department or the City's Parks Committee to evaluate, among other things, the following:

- Presence of trash or similar debris specifically along walking trail, parking areas, beaches, and ravines. Monitoring will occur on a regular basis, more frequently during periods of high use. Monitoring levels will be adjusted accordingly, based primarily on the season and level or intensity of public use.
- Condition of the trail and parking areas. Additional monitoring and/or maintenance may be required depending on observations. Repairs will be made as needed, as funding allows, as determined by the City.
- Condition of infrastructure, including interpretive signs, benches, stairs, bridges, or other similar items. Damaged items/objects will be replaced as needed, as funding allows, as determined by the City.

- Hazard trees - the presence of hazard trees along and/or near any designated trail, trailhead, parking area or similar feature or in areas that receive regular public use, particularly those that pose an immediate or future safety concern. All identified hazard trees will be addressed based on the level of threat, as determined by City Public Works staff.
- Invasive plant species - presence and density
- Soil compaction and erosion - particularly off the designated trails, along the lakeshore and ravines, or within other sensitive areas. Additional mitigation efforts and/or signs may need to be adopted if public use is causing, or has potential to cause, significant degradation to the landscape, as determined by the City.
- Progress and effectiveness of restoration efforts, as opportunities arise, and actions are implemented.

## IMPLEMENTING, REVIEWING, AND REVISING THE PLAN

### Implementation

The City's Parks Committee recognizes that the ability for the City to implement this plan is funding and resource dependent. Additionally, it recognizes that the size of City staff is small, and not all City staff may have the experience or expertise to implement each activity. To implement this plan, the City should draw on experience and expertise from local and area natural resource agencies, organizations, and individuals for technical assistance. These groups may also be able to recommend funding resources to the City. Many natural resource professionals live in and near the City, and they are passionate about Washburn's Lakeshore Parkway and Walking Trail. The following agencies and organizations, among others, may be of assistance:

- USFS Washburn Ranger District - wildlife biologists, foresters, planners, etc.
- USFWS Ashland office - wildlife biologists, fish biologists, planners, etc.
- USDA Natural Resources Conservation Service - planning assistance
- Bayfield County - land and water conservation department, planning and zoning department, land records department, and forestry and parks department, as well as other
- Wisconsin Department of Natural Resources - wildlife biologists, stormwater and water quality experts, and foresters, etc.
- University of Wisconsin Extension Service - planning assistance
- University of Wisconsin Sea Grant - coastal assessment and engineering assistance
- Northland College - professors and students in the natural resources department
- Northwoods Cooperative Weed Management Area
- Chequamegon Audubon Society

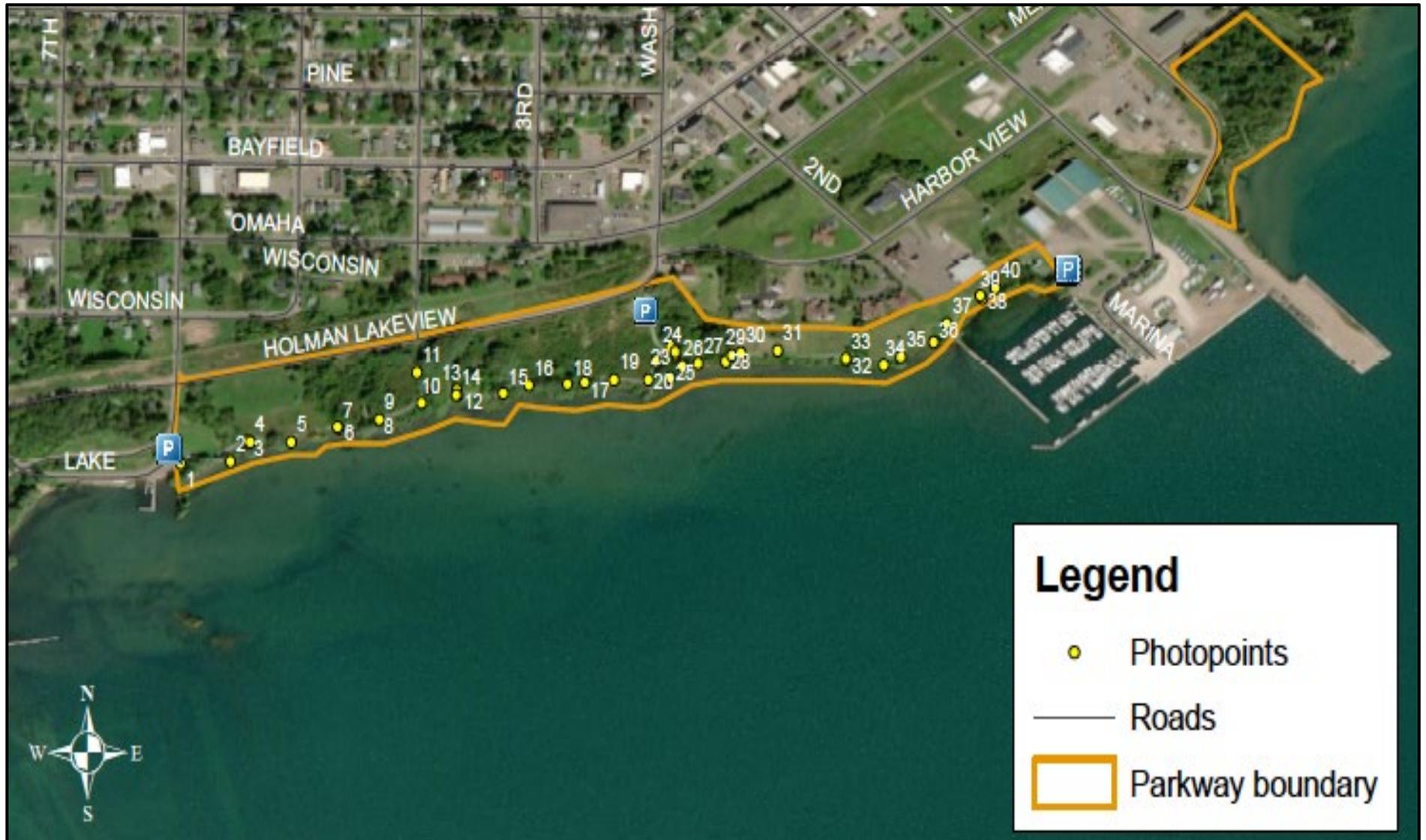
Additionally, other municipalities in the Chequamegon Bay area may be able to offer experience and expertise, including the City of Ashland and the City of Bayfield.

**Review and Revision of Management Plan**

The City of Washburn's Public Works Department, with the help of the City Staff will oversee the property and assess progress toward the management plan objectives. Any citizen or city employee may suggest a revision to the Washburn Lakeshore Parkway and Walking Trail Maintenance Plan, which the City Staff will review. If a proposed revision is recommended by the Committee, it will be brought before City Council. If approved, it will be incorporated into the plan, and the new Land Management Plan will be dated and noted as a revision.

APPENDICES

Appendix A: Photopoint Map, Coordinates of Photopoints, and Photos



<b>Photo #</b>	<b>Description</b>	<b>Longitude</b>	<b>Latitude</b>	<b>Compass Bearing (degrees)</b>
1	Trail Entrance	-90.90237	46.6665	67
2	Interpretive Sign	-90.90159	46.6666	128
3	Interpretive Sign	-90.901316	46.6668	47
4	Culvert and Erosion	-90.90129	46.6668	129
5	Shoreline	-90.90065	46.6668	92
6	Shoreline near bridge	-90.8999	46.667	103
7	Bridge in Ravine 1	-90.89992	46.667	95
8	Bench and View Corridor	-90.89928	46.6671	155
9	Bench and View Corridor	-90.89927	46.6671	225
10	Area 2	-90.89861	46.6673	324
11	Bridge in Ravine 2	-90.89868	46.6677	59
12	View Corridor	-90.89804	46.6674	170
13	Area 3	-90.89806	46.6675	67
14	View Corridor and Picnic Area	-90.89807	46.6674	102
15	View Corridor and Picnic Area	-90.89734	46.6675	210
16	Area 4	-90.89693	46.6676	83
17	Area 4	-90.89606	46.6676	26
18	Culvert and small drainage	-90.89633	46.6676	190
19	View Corridor	-90.89561	46.6676	166
20	Interpretive sign and view corridor	-90.89507	46.6676	169

21	Unauthorized trail	-90.89495	46.6679	97
22	Interpretive sign	-90.89472	46.6681	309
23	Bench	-90.89464	46.668	207
24	Stairs to beach/Ravine 3	-90.89465	46.668	179
25	Bridge and beach	-90.89464	46.6672	145
26	Stairs	-90.89454	46.6678	53
27	Eroding slope	-90.89429	46.6679	252
28	Wetland area and culvert	-90.89387	46.6679	348
29	Condo area and trail	-90.89376	46.668	76
30	View Corridor	-90.89363	46.668	140
31	Culvert and drainage	-90.89305	46.668	80
32	Bridge	-90.89197	46.6679	61
33	Bridge	-90.89198	46.6679	86
34	Eroding slope and view corridor	-90.89139	46.6678	121
35	Eroding slope	-90.89113	46.6679	61
36	View corridor and bench	-90.89061	46.6681	207
37	Interpretive sign and access to dock	-90.8904	46.6684	159
38	Fishing Dock	-90.88985	46.6687	197
39	Marina area	-90.88989	46.6688	65
40	Trail entrance - Marina end	-90.88965	46.6689	51

Photo 1



Photo 2



Photo 7



Photo 8



Photo 3



Photo 4



Photo 9



Photo 10



Photo 5



Photo 6



Photo 11



Photo 12



Photo 13



Photo 14



Photo 19



Photo 20



Photo 15



Photo 16



Photo 21

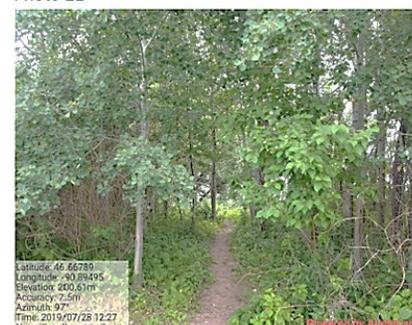


Photo 22



Photo 17



Photo 18



Photo 23



Photo 24



Photo 25



Photo 26



Photo 31



Photo 32



Photo 27



Photo 28



Photo 33



Photo 34



Photo 29



Photo 30



Photo 35



Photo 36



Photo 37



Photo 38



Photo of Area 8 - Taken 1/4/2020



Photo 39



Photo 40



Photo of Area 8 - Taken 1/4/2020



## **Appendix B: View Corridor Criteria and Map**

Maintaining view corridors along the pathway and near overlook benches allow for community enjoyment of Lake Superior as an integral part of the natural beauty of the walking trail.

### **Criteria for View Corridor Maintenance**

View corridors will be maintained in the existing multiple locations along the walking trail (See Map Below and Appendix A). Strategies for maintenance of the view corridors will be tailored toward minimizing the need for regular trimming or mowing in acknowledgement of the limited resources of City staff for these tasks. While photos of each view corridor exist, each corridor should be assessed to determine what type of management actions are appropriate given existing plants, slope stability, erosion risk, etc. Activities may include:

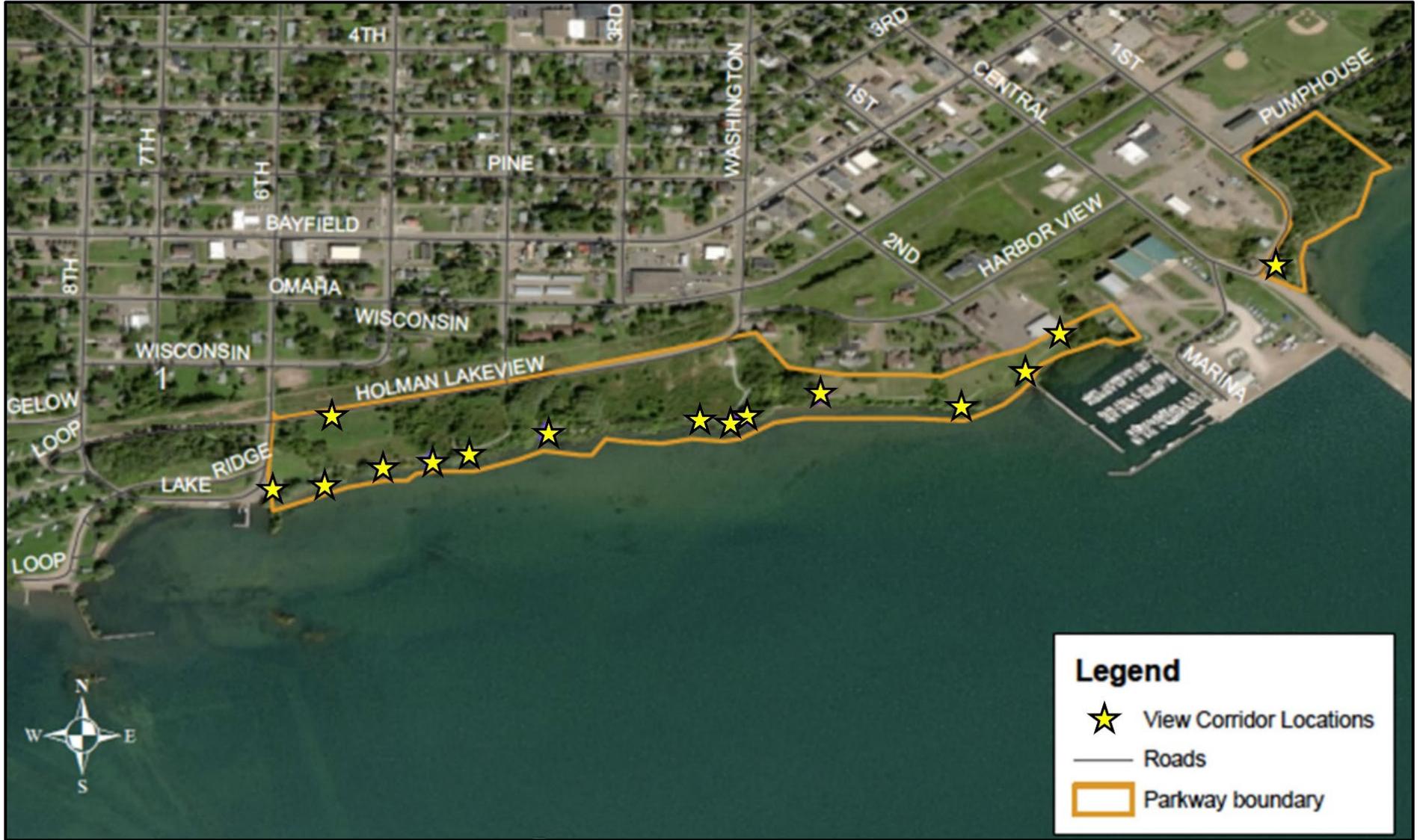
- Limiting cutting and trimming to retain low growth of plants. If vegetation is cut, it is recommended that it will not be cut below 2-3 feet in height. Limit root disturbance during corridor maintenance activities.
- Selectively limbing mature trees to allow for viewsheds below the tree canopy level without removing mature hardwood and conifer trees. Removing trees is discouraged unless they pose a safety hazard.
- Selectively planting view corridor areas (using appropriate species and spacing) to encourage plant species that contribute to slope stabilization while reaching a lower mature height. If necessary, a plan will be written by a qualified natural resource expert and reviewed by the City's Staff before implementing restoration activities.
- Maintain lake views in front of the condo/business area (Area 5 and 6) while protecting the shoreline and slopes. To accomplish this, trees and shrubs on banks and slopes may be selectively limbed as needed but at minimum, low-growing vegetation will be left in place to hold the soil. It is recommended that vegetation will not be cut below 2-3 feet in height and limit root disturbance during viewshed maintenance activities.

### **Criteria for New Corridor Creation**

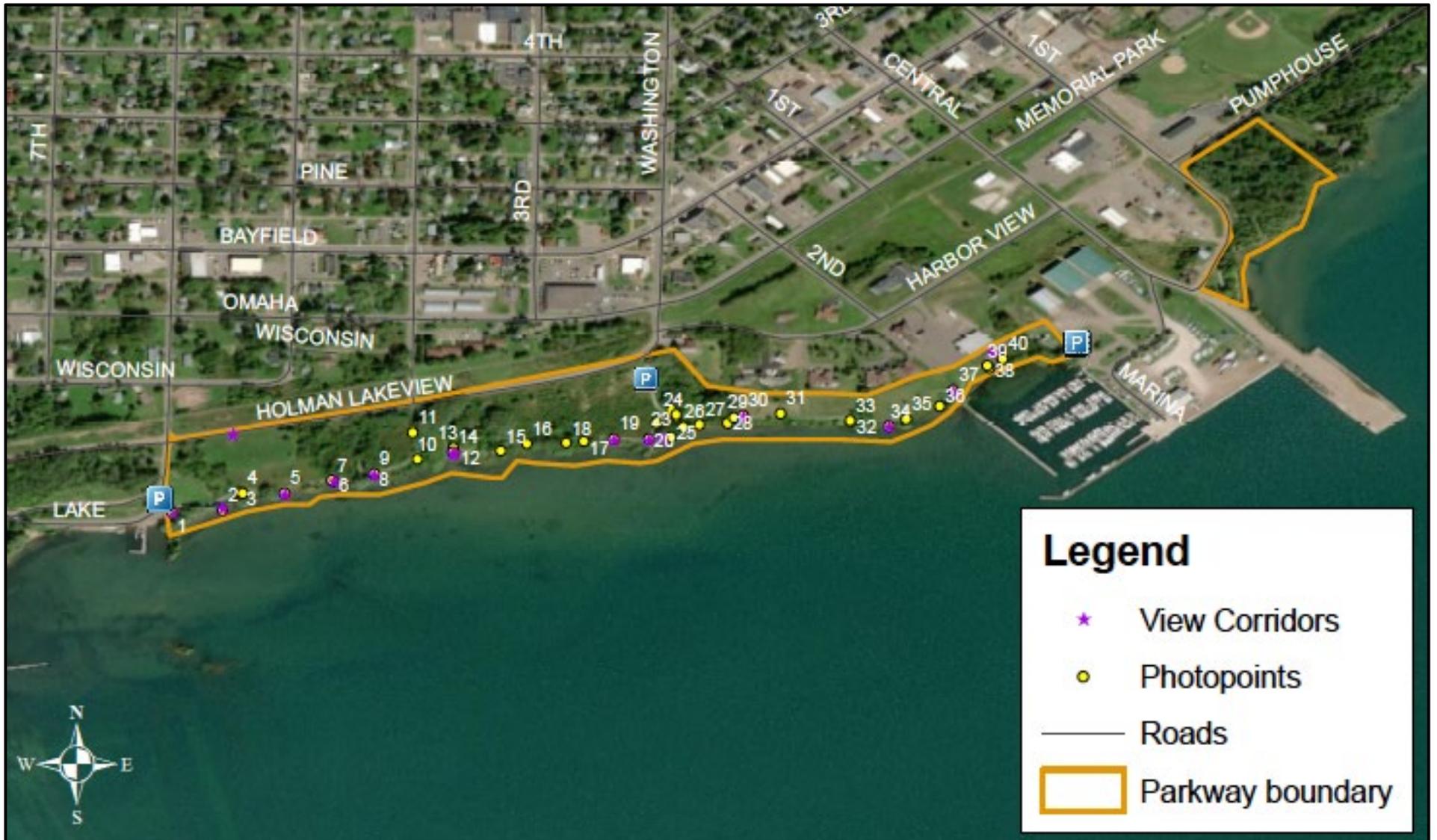
If additional view corridors are desired, location and size will be carefully considered by the City's Parks Committee (if committee is still standing) and City Staff. Activities may include:

- Consultation with natural resource partners as needed, to evaluate erosion vulnerability and other natural resource impacts that may result due to clearing vegetation.

### View Corridor Map



## Infrastructure Locations & Current Conditions with View Corridors



## Appendix C: Description of Invasive Plant Species and Treatment Recommendations

Invasive plant species have multiple negative impacts. The Great Lakes sport and commercial fishing industry, valued at almost \$4.5 billion and supporting 81,000 jobs, is at risk due to the growing numbers of invasive species present in its waters. According to US Forest Service, invasive species have contributed to the decline of 42% of endangered and threatened species in the U.S. Invasive plants compete directly with native species for moisture, sunlight, nutrients, and space and decrease plant diversity. Additionally, the establishment and spread of invasive species can degrade wildlife habitat and decrease recreation opportunities.

Controlling invasive species and their spread is possible, but each species requires a different solution. Sometimes, herbicide is the most effective treatment. Best Management Practices recommended by the State of Wisconsin will be followed when addressing invasive plants. By addressing the invasive plants that occur in high densities along the parkway and the invasive plants that are just gaining a foothold, the City will help protect and enhance native plants and wildlife habitat as well as set an example for residents and other communities. As conditions change, the City may prioritize the control/removal of additional invasive plants.

**Invasive Plants in Washburn’s Lakeshore Parkway that will be targeted for removal/control include:**

### **Common Buckthorn – *Rhamnus cathartica***

#### **Description**

- Understory tree or shrub that grows 20-25 feet tall
- Gray to brown bark, with gray-white pores on the stem
- Dark green and glossy leaves remain on plant into late fall
- Fruit is black in color and pea-sized and grows in clusters
- Inhibits growth of other plants by releasing chemicals

#### **Treatment**

- Mechanical removal of plant and roots
- Cut stump treatment with herbicide in the fall
- Basal bark treatment with herbicide in winter and early spring



## Common Tansy – *Tanacetum vulgare*

### **Description**

- Perennial herbaceous plant, 2-5 feet tall
- Alternate, pinnately compound leaves. Leaves are strongly aromatic.
- Bright yellow, button-like disc flowers
- Extensive spreading root system

### **Treatment**

- Mow prior to seeding
- Mechanical removal of plant and roots
- Foliar treatment with herbicide prior to flowering. Target rosettes if possible.



## Eurasian Honeysuckle – *Lonicera spp.*

### **Description**

- Deciduous shrub growing up to 15 feet tall
- Hollow, shaggy stem. Leaves appear early and remain green late
- White to pink flowers
- Fruit is orange-red and is eaten and spread by birds
- Inhibits growth of other plants by releasing chemicals

### **Treatment**

- Mechanical removal of plant and roots
- Cut stump treatment with herbicide in the fall
- Basal bark treatment with herbicide in winter and early spring



## **Garden Valerian – *Valeriana officinalis***

### ***Description***

- Opposite, pinnately compound leaves
- White to pale-pink tiny flowers in tight clusters
- Small capsules release powdery seeds
- Invades forests, wetlands, grasslands, and stream edges

### ***Treatment***

- Mechanical removal of plant and roots prior to flowering
- Mow plants prior to flowering
- Foliar treatment with herbicide prior to flowering



## **Ornamental Silvergrass – *Miscanthus spp.***

### ***Description***

- Popular ornamental landscaping grass that is spreading
- Invades woodlands and grasslands
- Leaves are up to 3 feet long with silvery mid-ribs and sharp tips
- Plants produce fluffy, silvery-pink to beige, fan-shaped seed heads
- Extremely flammable and increases fire risk

### ***Treatment***

- Must kill entire root system due to rhizomous habit
- Foliar treatment with herbicide prior to flowering
- Mow plants very short each month throughout the growing season to reduce density
- Do not mow while dormant. Do not burn unless herbicide is used first.



## **Purple Loosestrife – *Lythrum salicaria***

### ***Description***

- Perennial wetland plant
- Pink-rose or light purple flowers closely attached to the stem
- Seeds produced July through October, with a single stem producing 100,000-300,000 seeds per year. Seeds are viable for at least 7 years.

### ***Treatment***

- Mechanical removal of young plants if all root fragments removed. Landfill all plant parts.
- Do Not Mow as plant parts may re-establish
- Foliar treatment with herbicide prior to flowering. If near water, aquatic formulas should be used.
- Biocontrol beetles available in some areas



4

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**From:** washburnadmin@cityofwashburn.org  
**Sent:** Tuesday, March 3, 2020 7:25 PM  
**To:** 'Richard Avol'; karensnovachek@gmail.com; AtLarge@cityofwashburn.org; 'Laura Ashe Tulowitzky'; jennifermaziasz@gmail.com; 'Aaron Austin'; 'Carl Broberg'  
**Cc:** asstadmin@cityofwashburn.org; mlindsey@ncis.net  
**Subject:** Marina Contract - Council Meeting  
**Attachments:** 20200218 WASHBURN MARINA MANAGEMENT AGREEMENT - Sent.docx

Cc: McGrath, Neimes

Everyone:

Please know that the Harbor Commission met this evening and approved the attached version of the contract between the City and Marina Management Inc on a 5-0 vote (two members absent). This matter goes before the Council on Monday and the recommendation of course is to approve it. The current contract with Marina Management Inc. expires at the end of this month. Unfortunately, with the back and forth of various versions, I do not have a copy of the contract that outlines all of the changes; therefore, I will summarize the important ones:

1. This contract is for five years, with the option of five, one-year renewals after that.
2. Some of the duties and areas of responsibility have been clarified throughout the document. One of the most significant at the request of the Harbor Commission is that the Harbor Commission has direct authority over capital repairs and projects.
3. The capital repair limit (threshold of Harbor Commission responsibility) increased from \$1,000 to \$1,250 per item.
4. The incentive formula, or profit sharing arrangement provisions, have been adjusted to provide approximately \$5,000 -\$6,000 in additional revenue per year on average to Marina Management, Inc.
5. Marina Management Inc. must provide a nine-month notice related to any transfer of ownership or for any non-renewal.

If you have any specific questions regarding this contract, please let me know and I will work to get you the answer. Know that I will be attending the City Administrator conference for the next three days, but will periodically be responding to messages and e-mails.

Tony: Please provide a hard copy of this message and the contract to all members.

**Scott J. Kluver, Administrator**

City of Washburn

P.O. Box 638

119 Washington Ave.

Washburn, WI 54891

Phone – 715-373-6160 Ext. 4

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**WASHBURN MARINA MANAGEMENT AGREEMENT  
2020**

THIS AGREEMENT is made and entered into at Washburn, Wisconsin, by and between the City of Washburn, a Wisconsin municipal corporation, 119 Washington Avenue, Washburn, Wisconsin, 54891, hereinafter referred to as the “City,” and its Harbor Commission, and Marina Management, Inc., a Wisconsin corporation, PO Box 482, Washburn, WI 54891, hereinafter referred to as the “Management Company.”

**1. Purpose.** The purpose of this Agreement is to provide a manager for the City’s Marina facilities and operations, while retaining in the City all ownership rights in the facilities and in all income streams generated from such facilities and the operations of the Marina thereon.

**2. Term.** The term of this Agreement shall be from April 1, 2020, to March 31, 2025. This agreement shall automatically renew for five (5) successive one-year terms unless either party provides the necessary notice of termination pursuant to section 24(c).

**3. Scope.** Except as otherwise specifically provided, the management duties as set forth in this Agreement shall apply to the operations of the Washburn Marina (hereinafter, the “Marina”) within the area delineated by the “Lease Boundary” line shown in the Bayfield County Certified Survey Map number 1706 recorded July 12, 2010, attached hereto as Exhibit 1, including the marina’s west break-wall, but excluding a western portion of the area within the Lease Boundary line encompassing the Washburn Walking Trail and surrounding space, not currently used for marina operations, all of which are shown in the attached survey map. The parties specifically agree that while the “Lease Boundary” line terminology is used in Exhibit 1, no lease is created by this Agreement. This area includes but is not limited to 138 slips; 5 short term dockages; a building used for vessel

repair and maintenance, ship's store, office, and boaters' lounge; a fuel dock, pumps, and tanks, and pump-out; outdoor storage; picnic shelter; public launch ramp; 150- ton travel-lift; yard trailer; and parking area, public restroom building, and fish cleaning station.

**4. Slip Lease Declarations.** The Management Company agrees that the City may, without objection from the Management Company, amend the Slip Lease Declarations as provided in Article 15 of the Slip Lease Declarations, in order to make such Declarations consistent with this Agreement. The Management Company shall have all of the rights and obligations of the "Operator" under the Slip Lease Declarations recorded at the office of the Bayfield County Register of Deeds as Document No. 346049 on December 14, 1982, except as set forth below.

(a) Rents, fees, rates, and other charges under the Slip Lease Declarations shall be set by the City and paid to the Management Company on behalf of the City as further set forth in section 6(e), below. (pp. 2, 3, 10.)

(b) The obligations of the Operator toward maintenance and repairs set forth on pp. 9-10 shall be undertaken on behalf of the City, as further set forth in section 5(a), below.

(c) In the event of a default by a slip lessee, the City shall have the authority to enforce the slip lease and declarations, and the City shall have the right to regain possession of the slip. (P. 10.)

(d) The rule-making authority of the Operator shall not prohibit the City from also making rules pursuant to section 13, below. (p. 11.)

(e) The Operator's right of entry to slips shall be exercised on behalf of the City. (p. 13.)

(f) The Operator's waiting list for slip leases shall be maintained on behalf of the City. (pp. 14-15.)

(g) Upon termination of a slip lease, the former lessee shall surrender possession to the City or, if to the Operator, to the Operator as agent for the City. (p. 15.)

## **5. Management duties.**

(a) **General duties.** The Management Company will manage for the Harbor Commission all aspects of the Marina operations. The Management Company agrees to perform at a professional level of competence all of the services, duties, and obligations customarily performed by a marina manager. The Management Company shall be the Harbor Commission's expert in all matters related to marina management. These general duties include, but are not limited to, administration of slip leases and boater relations; operations of all Marina services and amenities, including repairs and maintenance, ship's store, fuel dock and pump-out station, boat launching and haul-outs; outdoor storage; public relations, marketing, and promotion of the Marina; billing and collection of slip lease dockage and other fees; and general maintenance and repair of the facilities and the area within the "Lease Boundary" (as modified pursuant to sec. 3).

(b) **Employees.** The Management Company agrees to hire a Manager who shall provide the time and attention necessary to perform the material duties and responsibilities of the Management Company as set forth in this Agreement. The Manager hired to fill such position shall be a Certified Marine Manager, designated as such by the International Marine Institute. Michelle Shrider shall be the general manager of the Washburn Marina. Any change of the general manager of the Washburn Marina shall be subject to Harbor Commission approval. Subject to the budget as developed

under section 6(b), the Management Company shall hire such other employees as in its sole discretion it believes necessary or convenient to the discharge of its duties under this Agreement. Any employee or manager hired by the Management Company shall solely be the employee of said Management Company and shall have not any employment relationship with the City or the Harbor Commission.

**(c) Maintenance and repairs.** The Management Company shall be responsible for identification of maintenance and repair needs within the “Lease Boundary” and, with approval and authorization of the Harbor Commission, the execution of maintenance and ordinary repairs associated with operation of the Marina. The Harbor Commission shall have direct authority over the execution of all Capital Repairs.

**(i) Scheduled Maintenance.** The Management Company shall prepare an annual list of expected maintenance, repairs, and improvements for the upcoming calendar year. By November 1 of each year, the Management Company shall present the list of expected maintenance items to the Harbor Commission for approval. Management Company will use its best efforts when making the annual list; however it is acknowledged by both parties that the expected maintenance list cannot and will not be comprehensive due to the age and condition of the Marina and associated facilities as described in Sec. 3 in addition to unknown and unpredictable circumstances beyond the control of the Management Company and the Harbor Commission. The Management Company shall be responsible for the costs of ordinary maintenance and repairs and other mutually agreed upon projects, up to the annually budgeted amount. Unless otherwise agreed to by the Management Company and the Harbor Commission, each of the annual budgets for Facility Expense maintenance and supplies, Service Department equipment

maintenance, and Ship Store equipment/maintenance shall be no less than the amounts shown for these line items on the “Washburn Marina Projected 5 Year Budget” dated 3/10/2012-Version 1, attached hereto as Exhibit 2, with a three percent (3%) annual increase for each line for the contract years after 2019-2020.

**(ii) Capital Repairs.** Repairs and maintenance exceeding \$1,250 shall be considered capital repairs, and not included in the annual marina operations budget. All capital repairs shall be executed, supervised and funded by the Harbor Commission. All surplus property shall be disposed of as provided in sec. 3-5-1 of the Washburn City Ordinances.

**(iii) Maintenance Budget.** The Management Company shall take steps to accurately report the expended costs of its maintenance operations. Any wages paid by the Management Company to an employee designated as a maintenance employee that does not directly relate to the maintenance and repairs of the Marina, i.e. a maintenance employee working in the ship store or on other service jobs, shall have those wages assigned to the appropriate department and assigned to the maintenance and repair expense wages comprehensively.

**(d) Reports to the City.**

**(1) Monthly reports.** The Manager shall attend monthly meetings of the Harbor Commission to provide a report and answer questions on Marina operations.

**(2) Ownership reports.** Within 30 days after the execution of this Agreement, the Management Company shall provide to the City Administrator the name and address of each shareholder in the Management Company corporation holding more than 2% of the corporation’s stock. Within ten days of any change in such ownership the

Management Company shall report such change to the City Administrator. In the event Michelle Shrider is unavailable or ceases to be associated with the Management Company, the City shall contact Management Company's Administrative Manager, who will keep a list of accounts and other important information available to the city to aid in maintaining the operations of the marina in the absence of Michelle Shrider. If the Management Company should no longer employ an Administrative Manager, it will provide the City a new name or position to contact.

**(3) Slip lease tenants.** No later than July 1 of each year of the term of this Agreement, the Management Company shall provide to the City Administrator a current list of the names, addresses, and phone numbers of the annual and long-term slip lease holders.

**(e) Marketing plan.** In conjunction with the development of the annual budget under section 6(b)(1), the Management Company shall propose and the Management Company and Harbor Commission shall jointly adopt a marketing plan for the following year or years.

## **6. Financial management.**

**(a) General.** It is the intent of the parties that all tangible property used in any manner by the Management Company at the Marina, including but not limited to equipment, tools, parts, furniture, supplies, and stock-in-trade be owned by the City. Purchases by the Management Company of any such property shall be by funds advanced or reimbursed by the Harbor Commission, and title in the property shall vest in the City at the same time as it would otherwise vest in the Management Company. No less frequently than once each month, the Management Company shall provide to the Harbor

Commission a written list of all property acquired for the Harbor Commission by the Management Company during the period since the provision of the preceding list, including a description adequate to identify and distinguish the property, its cost of acquisition, and its source. No less frequently than once each year, the Management Company shall provide to the Harbor Commission a cumulative written list of all property acquired for the City by the Management Company, including an indication as to whether each item of property is still held at the Marina, or if it has been disposed of and, if so, how and when.

**(b) Ordinary expenses.**

*(1) Budget.* No later than February 21 of each year, for the contract year beginning on the following April 1, the Management Company shall submit to the Harbor Commission a proposed budget and statement of cash flow needs for the Management Company's ordinary operating expenses of the Marina, including but not limited to personnel, utilities and telecommunications, office supplies, office furniture and equipment, postage, printing and copying, insurance, vehicle expense, and public relations; plus expenses related to each of the individual functional operations of the Marina, including but not limited to the maintenance and repair facility, Travelift, fuel dock and pump-out station, and ship's store including replenishing goods for resale; plus general maintenance and repairs. The budget shall separately state the Management Company's Manager's salary and other compensation. The Management Company shall also submit a proposed revenue budget for each of the Marina's functional operations. No later than March 21 of each year, the parties shall reach agreement on the ordinary expense budget for the year beginning on April 1. If no agreement is reached by that

date, the parties will use the budget from the previous year, adjusted by the change in the CPI-U (U.S. city average, all items) for the twelve month period ending with the date of the end of the CPI reporting period in February, not to exceed an increase of 3%, pending further negotiations and the adoption of a final budget for the year, and subject to subsection 6(b)(2). No budget shall ever require the expenditure of any tax revenues from the City

**(2) Limitation on expenditures.** The City's expense budget and the Harbor Commission's actual expenditures under this Agreement shall not exceed the revenues derived from Marina operations under this Agreement, except as the Harbor Commission specifically, in its sole discretion, agrees to fund from loan proceeds or slip lease assessments. The tax revenues of the City shall never be required to support any item in the expense budget or any actual expenditure under this Agreement. Except as provided for in Section 7(e), the Management Company shall neither gain from any profits of the Marina nor be financially responsible for any losses.

**(3) Assistance with City budget.** The Management Company agrees to meet with the Harbor Commission and the City in the fall of each year to provide necessary information required by the City to develop its budget for the succeeding year, in time for the public hearing on the City's budget, generally no later than November 15. The parties understand that such budget estimates may need to be changed prior to adoption of the contract budget by the following March 1.

**(c) Major repairs and capital expenditures.** The Harbor Commission may undertake major repairs and capital expenditures at its own expense. Harbor Commission shall be solely responsible for executing, supervising, managing, and funding any major

repair and capital expenditure. The Management Company shall make recommendations to the Harbor Commission regarding major repairs and capital expenditures upon request. Any agreement or arrangement between Harbor Commission and Management Company to supervise and manage the development and execution of any plan for major repair or capital expenditure is beyond the scope of this Agreement and will have to be mutually agreed upon by both parties in a separate written agreement for additional consideration.

**(d) Emergency expenditures.** The Management Company may incur expenses in excess of the available maintenance and repair budget to protect against an imminent threat to public health, safety, the environment, or property, but may not incur more than \$5,000 in such expenses without approval of the City Administrator and the Harbor Commission president or designee.

**(e) Collection of slip lease dockage and other fees.** To the extent permitted by the City's other obligations, the Management Company shall, on behalf of the Harbor Commission, bill out and collect all dockage and other fees due from slip lease holders, and shall deposit them in a Harbor Commission bank account as directed by the Harbor Commission. The Management Company understands and agrees that such City obligations may require that clerical and some bookkeeping functions associated with the billing and collection process be performed by the City. The parties understand and agree that to the extent the City is not constrained by such obligations, the Management Company will perform all functions associated with the billing and collection process. The Management Company shall report to the Harbor Commission any delinquencies in dockage and other fees, and shall cooperate with the Harbor Commission in their collection. If for any reason the Management Company fails to timely perform its

functions with regard to the billing out and collection of such fees, the Harbor Commission may, upon written notice to the Management Company, do so at their own expense.

**(f) Deposit of daily receipts.** The Management Company shall deposit on a regular basis no less than once per week in an account specified by the Harbor Commission all receipts from the sale of all goods and services at the Marina.

#### **7. Payments to Management Company.**

**(a) Management fee.** The Management Company shall be paid by the Harbor Commission an annual management fee, to equal the operational costs set forth in section 6(b)(1) and annually approved by the Harbor Commission. The management fee shall be advanced to the Management Company in equal monthly installments, paid out weekly as requested by the Management Company, or alternatively, as the parties agree as part of the annual budget process, in unequal installments to better match the cash flow needs of the Management Company.

**(b) Budget adjustments.** The Management Company may transfer funds up to \$2,000 between lines within the approved budget. In order to accommodate unexpected needs, the Management Company may request from the Harbor Commission a budget adjustment, either in terms of line adjustments or additional expenditures, during the course of the contract year. Any budget adjustments shall be reflected in the annual report.

**(c) Annual report.** No later than 60 days after the end of each contract year, the Management Company shall provide an annual financial report to the Harbor Commission showing the following:

*(1)* Budgeted expenditures [as modified by any budget adjustments under subsection (b)] and actual expenditures and accruals for the year ended, by budget line and in total, and the amount by which actual expenditures and accruals for each line and total (and any category subtotals) were greater or lesser than the budgeted amounts.

*(2)* Budgeted revenues, and actual revenues and accruals for the year ended, by budget line and in total, and the amount by which actual revenues and accruals for each line and total (and any category subtotals) were greater or lesser than the budgeted amounts.

**(d) Annual budget reconciliation.** With the Annual Report specified in subsection (c), the Management Company shall refund to the Harbor Commission the amount, if any, by which the actual expenditures and accruals were less than the total of the amount advanced to the Management Company under subsection (a). Within 30 days of the Harbor Commission's receipt of the Annual Report, the Harbor Commission shall pay to the Management Company the amount, if any, by which the actual expenditures and accruals were greater than the total of the amount advanced to the Management Company under subsection (a) and under any budget adjustments under subsection (b), unless such amount has already been paid to the Management Company.

**(e) Incentive payments.**

*(1)* The Management Company shall be eligible for an incentive payment for any year in which all objectives and specific, measurable benchmarks, as established by agreement of both parties and reduced to writing during the annual budget process, are fully met by the Management Company. If any objective or specific, measurable benchmark is not met, the Management Company shall still be eligible for an incentive

payment if the failure to meet the objective or specific, measurable benchmark was because of a mutual decision by the parties to forego, postpone, or substitute the objective or specific, measurable benchmark, or because of forces beyond the control of the Management Company. If during the annual budget process no objective or specific, measurable benchmark is set, then the Management Company shall be eligible for an incentive payment without regard to this subsection 6(e)(1).

(2) After annual Harbor Commission audit of the Marina finances, for each year of the contract in which Marina revenues exceed Marina expenses, the Management Company shall receive thirty percent (30%) of the first fifty-five thousand dollars (\$55,000) of such net income and fifty percent (50%) of the remainder of such net income up to the budgeted net income amount and the Management Company shall receive seventy percent (70%) of any net income over that amount. There is no upper cap on the total amount the Management Company may receive under this paragraph.

(3) For purposes of this paragraph, “Marina revenues” shall exclude maintenance fees paid by long-term slip lease holders “Marina revenues” shall include all other revenues generated at the Marina by the Management Company, whether specifically mentioned in this Agreement or not.

(4) For purposes of this paragraph, “Marina expenses” exclude any capital costs and maintenance of furniture, fixtures, equipment, and buildings, but include all operational expenses and all costs of goods for resale and City or Harbor Commission expenditures limited to legal fees, accounting fees, and other professional fees related to Marina operations.

(5) The 2021 incentive payment shall be based upon the complete fiscal year results for the time period of April 1, 2020 through March 31, 2021.

(6) Upon termination or expiration of this Agreement, the Management Company shall conduct an accounting of all uncollected and unsecured accounts receivable. The amount of uncollected and unsecured accounts receivable shall be deducted from the final calculation of Marina Revenues used to calculate the final incentive payment.

**8. Goods for resale.**

(a) All goods held for resale at the Marina are the property of the City, even though purchased by the Management Company.

(b) **Ordinary sales.** The Harbor Commission shall provide funds to the Management Company to purchase, on behalf of the City, goods for resale to stock the ship's store, maintenance facility, fuel dock, and any other functional operation that requires inventory for resale as a component of the budget as identified in section 6 (b) (1) and 7 (a).

(c) **Large sales.** The Harbor Commission shall provide a line of credit in the amount of \$50,000 to the Management Company to purchase special order goods for resale, such as large engines or paint for large repainting jobs, that because of their magnitude cannot be purchased from the management fee as established in section 6 (b) (1) and 7 (a). Revenues from the sale of such special order goods, when deposited by the Management Company pursuant to section 6(f), and shall be used by the Harbor Commission to pay down any outstanding amount due on the line of credit. Interest charged on draws from the line of credit provided under this section shall be included as a Marina expense under sec. 7(e).

**9. Fiscal inspections and audits.** The Harbor Commission shall have the right, upon reasonable notice, to inspect the Management Company's books and financial records. The Harbor Commission shall conduct an annual review of operations by a mutually agreed upon certified public accountant under this Agreement. The scope and standards for such reviews are set forth in Exhibit 4 attached hereto. The cost of such reviews shall be included in the operating expenses of the Marina and shall be included as a Marina expense under sec. 7(e). The Harbor Commission may, at its own expense, commission a special audit of operations under this Agreement. The Management Company will cooperate with all such inspections, reviews, and audits.

**10. Physical plant inspections.** The City and Harbor Commission shall have the right at any reasonable time to inspect the physical plant managed by the Management Company. The Management Company shall provide a summary report annually of the condition of the physical plant. This report will be reviewed by designated members of the Harbor Commission with a physical inspection of such.

**11. Indemnity.**

(a) **Management Company's indemnification of City.** Management Company covenants at all time to indemnify and save the Harbor Commission and City harmless from any and all loss, liability, cost or damages (not including operating losses) that may occur or be claimed after the date of this Agreement with respect to any person or property within the "Lease Boundary" (as modified pursuant to sec. 3) or to the physical assets of the City under the Management Company's management, resulting from any act done or omission by or through the Management Company, its agents, employees, invitees, or any person on the premises by reason of Management Company's use or

occupancy, or resulting from Management Company's nonuse or possession of such property, and any and all loss, cost, liability or expense resulting therefrom; and further, Management Company shall notify the Harbor Commission in writing of safety needs to be considered in the Harbor commission's capital budget and/or annual maintenance budget.

**(b) City's indemnification of Management Company.** Harbor Commission covenants at all times to indemnify and save Management Company harmless from any loss, liability, costs or damages that may occur or be claimed with respect to any person or property within the "Lease Boundary" (as modified pursuant to sec. 3) or to the physical assets of the City under the Management Company's management, resulting from any act done or omission by or through City or Harbor Commission, or either of its agents, employees, invitees, or any person on the premises by reason of City's or Harbor Commission's use or occupancy, or resulting from City's or Harbor Commission's nonuse or possession of such property and any and all loss, costs, liability or expense resulting therefrom.

**12. Insurance and bonding, certificates required.** During the term of this Agreement, Management Company shall obtain, pay out premiums for, and furnish certificates to the City Administrator for insurance as specified herein. The cost of all insurance required herein to be carried by the Management Company shall be chargeable as operating expenses under this Agreement. All insurance contracts shall name the City, Harbor Commission, and Management Company as insureds, their respective interests appear, and shall inure to the benefit of Management Company, City and Harbor Commission, their officers, agents, elected officials, representatives or employees. Such insurance

contracts shall be with companies acceptable to the City Administrator and shall require 30 days prior written notice to both parties hereto of any cancellation.

**(a) Public liability insurance.** Management Company shall provide public liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of liability incurred by the parties hereto in the performance of the terms of this Agreement when such liability is imposed on account of injury to or death of a person or persons, such policy to provide limits on account of any accident resulting in injury or death to one person of not less than five million dollars and a liability limit on account of any accident resulting in injury or death to more than one person of not less than five million dollars.

**(b) Property damage insurance.** The Harbor Commission shall provide property damage insurance protecting the parties because of liability which may be incurred by the parties hereto, their officers, agents, elected officials, representatives or employees in the performance of the terms of this Agreement, such a policy to provide for a limitation on account of each accident of not less than four million dollars. If the Management Company accepts for repair, maintenance, or storage any vessel that reasonably appears to be worth more than four million dollars, Management Company shall procure additional insurance so as to be fully insured against any loss to the vessel.

**(c) Fire, vandalism and extended property coverage:** The Harbor Commission shall maintain fire insurance plus vandalism and extended property coverage on all marina buildings, structures, fixtures, furnishings, tools, equipment, and goods for resale. Management Company shall comply with all insurance regulations so that the lowest fire, lightning, explosion, extended coverage and liability insurance rates may be obtained.

Nothing shall be done or kept in or on the subject premises by Management Company which shall cause an increase in the premium for any such insurance of the premises or any building thereon or any contents located therein, over the rate usually obtained for the proper use of the premises permitted by this Agreement, or which shall cause cancellation of any such insurance. Management Company shall be responsible for procuring and paying the premiums for any fire and casualty loss insurance for its own personal property.

**(d) Workers compensation and unemployment insurance.** The Management Company shall comply with all applicable laws regarding workers compensation and unemployment insurance.

**(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 and Crime Coverage Insurance.** The Management Company shall obtain fidelity and crime coverage insurance in the amount of \$200,000 for the Manager and for any other employee who handles any funds under this Agreement.

**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 Agreement and the Management Company shall continue to provide services pursuant to this Agreement.

**(b) Destruction; application of this subsection.** This section shall apply in case the Marina premises shall be destroyed or shall be so damaged by fire or other casualty as to become substantially unusable as a Marina.

**(1) *Emergency feasibility and budget meeting.*** In the event this section becomes applicable, the parties shall meet as soon as is practicable, and shall continue to meet from time to time as long as is necessary, to jointly assess damage and the feasibility of restoring operations, and to develop an emergency budget, which shall be subject to change by mutual agreement, for the period until operations are substantially restored.

**(2) *Termination of Agreement.*** If, no sooner than ten days after the first of the meetings described in subsection (b)(1), above, or if for any reason the meeting described in subsection (b)(1) does not occur within ten days of the event causing the casualty loss, and either party wishes to terminate this Agreement, either party may do so upon 30 days written notice to the other. The Harbor Commission shall continue to pay the management fee pursuant to this Agreement until the date of termination, and the Management Company shall continue to provide services pursuant to this Agreement until the date of termination.

**(3) *Continuation of Agreement.*** In case neither party elects to terminate this Agreement, the Agreement shall continue in full force and effect and the Harbor Commission shall repair the premises with all reasonable promptness, placing the same in

as good a condition as they were at the time of the damage or destruction. The parties shall jointly implement the restoration plan and emergency budget as developed under subsection (b)(1). Subject to any adjustments made in the restoration plan and emergency budget, each party shall continue to bear its respective rights and obligations as set forth in this Agreement.

**14. Rule making by Management Company.** The Management Company shall, on behalf of the Harbor Commission, have the right and responsibility to make rules, contracts, and agreements, and to prescribe terms and conditions, all subject to review by the Harbor Commission and the City Attorney, for boaters and the general public as are necessary or convenient to the good operation of the Marina. All such rules shall be consistent with City ordinances, state and federal law, and this Agreement. The Harbor Commission may make such other rules as are not inconsistent with the Management Company's rules.

**15. Non-interference with City obligations.** The Management Company shall cooperate with the City and Harbor Commission in fulfilling any obligations that the City has to third-parties for access across grounds within the Lease Boundary.

**16. Nondiscrimination.** Management Company will comply with Title VI and Title VII of the Civil Rights Act of 1964 as amended, as well as all other applicable federal and state civil rights laws, and specifically agrees that no person shall be denied employment or use of the facilities on the grounds of race, color, national origin or gender.

**17. Public utility.** The parties agree that the Marina shall be operated as a public community harbor facility as a public utility of the City of Washburn, open on equal terms to all residents of the community.

**18. No employment relationship.** The parties agree that no employer-employee relationship exists between the City or Harbor Commission and any employee or owner of the Management Company. The Management Company will supply to the City Administrator its Federal Employer Identification Number within 30 days of execution of this Agreement.

**19. Parties.** This agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their respective successors and assigns.

**20. Assignment and subcontracting.** The Management Company shall not assign or subcontract this Agreement or any part hereof without the prior written consent of the City and Harbor Commission. The Management Company shall provide at least nine (9) months notice for any anticipated transfer of ownership, assignment, or subcontract.

**21. Annual review.** The parties agree to meet at least annually, in conjunction with the budget process, to review this Agreement and operations hereunder, and to determine whether any amendments pursuant to section 25 should be considered.

**22. Administration.** The Harbor Commission shall act on behalf of the City to administer and oversee this Agreement. Where specifically provided in this Agreement or where subsequently agreed to by the parties, the City Administrator may provide administrative services to implement this Agreement.

**23. Notices to parties.** Any notices required or allowed under this Agreement shall be addressed as follows:

- (a) To the City: Washburn City Administrator  
119 Washington Avenue  
Washburn, WI 54814
- (b) To the Harbor Commission: Washburn Harbor Commission  
119 Washington Avenue  
Washburn, WI 54814
- (c) To the Management Company: Marina Management, Inc.  
PO Box 482  
Washburn, WI 54891

#### **24. Termination.**

(a) **By either party.** This Agreement may be terminated by either party only upon substantial breach hereof. In such event, termination shall be upon 30 days written notice.

(b) **By City.** The parties agree that Michelle Shrider, CMM, is a key employee of the Management Company. In the event Michelle Shrider ceases to be an employee of the Management Company, excluding temporary disability of up to twelve (12) months, or the upon receipt of notice by the Management Company of a proposed transfer, sale, assignment, or sublease pursuant to section 20 that would cause Michelle Shrider to no longer be the manager of operations at the Marina, the City may terminate this Agreement upon 30 days written notice to the Management Company. The City's exercise of its option to terminate this agreement pursuant to this subparagraph shall not be deemed a breach of contract by either party.

(c) **Nonrenewal of extension.** Either party may decline the automatic renewal of this Agreement as provided in section 2 by providing at least nine (9) months written notice of said party's intent not to renew this Agreement.

**25. Dispute resolution.** The parties agree to use their best efforts to amicably resolve any disputes between them. If they are unable to do so on their own, they agree to hire, at their mutual, equally shared expense and approval, a mediator to assist them in reaching resolution, unless there is an immediate need for judicial intervention to protect either party against injury or loss. If the parties do not successfully resolve a dispute through mediation, the parties shall submit the dispute to arbitration by a single arbitrator under 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 Overhead Expense Disability Insurance.** The Management Company shall obtain a Business Overhead Expense Disability Insurance policy on Michelle Shrider which, upon issue, shall provide payment to the Management Company in the amount of up to \$8,000.00 per month in the event of Michelle Shrider's disability subject to policy provisions and limitations. Benefits will not exceed a maximum total aggregate

limit of \$192,000.00. For the purposes of this Agreement, any disability lasting twenty-four (24) months or less shall be considered a temporary disability. Any payments received by the Management Company from the disability policy resulting from a disability of Michelle Shrider cannot be assigned to Michelle Shrider. Business Overhead Expense disability insurance serves as “interruption” protection in the event of Michelle Shrider’s disability and may cover expenses such as temporarily staffing, replacement salary expense, and other related costs. In the event Michelle Shrider continues to be disabled for more than twelve (12) months, the Harbor Commission may terminate this Agreement at any time after said twelve (12) month period. The premium incurred by the Management Company in obtaining the Business Overhead Expense disability insurance policy referenced herein shall be deemed an ordinary operating expense of the Marina.

**29. Future improvements.** Except as hereinafter set forth, the management and revenue from any asset not yet in existence on the date of execution of this Agreement or, if in existence, not owned by the City or the Harbor Commission on the date of execution of this Agreement, including but not limited to slips and buildings, but which is constructed or acquired by the City or the Harbor Commission before the end of the term of this Agreement, shall be vested solely in the Harbor Commission unless a further management agreement is entered into between the parties.

The revenue from all assets owned by the City or the Harbor Commission on the date of execution of this Agreement shall continue to be included in calculation of the incentive payments, unless otherwise agreed to by the parties.

CITY OF WASHBURN

By:

\_\_\_\_\_  
Richard Avol                      Date  
Mayor

Attest:

\_\_\_\_\_  
Scott Kluver                      Date  
Clerk-Treasurer

WASHBURN HARBOR COMMISSION

By:

\_\_\_\_\_  
Carl Broberg                      Date  
President

MARINA MANAGEMENT, INC.

By:

\_\_\_\_\_  
Michelle Shrider                      Date  
President

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



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

To: Honorable Mayor and City Council Members  
From: Scott J. Kluver, <sup>SSK</sup> Administrator  
Re: Streetlights on Bayfield Street  
Date: February 18, 2020

As we continue with the planning for the Bayfield Street Reconstruction Project, one of the questions WisDOT would like to have answered is if new streetlights should be included within the project. For those that may not be aware, the current streetlights are owned by Xcel Energy, and we are subject to the restrictions that they have on the lights as far as flags, banners, and other decorations. Of course, the City also pays for the electricity for the streetlights as well.

Unfortunately, I can not tell you exactly how much it would cost if the City replaced all of the streetlights on Bayfield Street. I can tell you that when it was last considered to replace them in 2008, the estimated cost at the time was over \$300,000. There are some 60 lights on Bayfield Street, and the cost of copper wire has only gone up since that time. I can only guess at this point that the cost of this project would exceed \$400,000 today.

Now, WisDOT does not need the exact style of light pole at this time, they simply want to know if a new lighting plan needs to be included in the design. This puts me in an awkward situation as I can not tell you exactly what the project would cost right now (given that it is four to seven years away yet too), and I can not tell you exactly what we can afford. We are operating with little information and going based on what we would like.

Now, I assume that in an ideal situation, the City would like new streetlights that can accommodate decorations of our choosing, but I would like the Council to make that decision given what we know today. Sorry I cannot be more definitive on this matter at this time, but we are still early in the planning process.

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**CITY OF WASHBURN**  
119 Washington Avenue  
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To: Honorable Mayor and City Council Members  
From: Scott J. Kluver, <sup>SJK</sup> Administrator  
Re: Recycling Ordinance Update  
Date: February 21, 2020

Last fall, I went to a DNR session to talk about trash. While I was there, it was noted that it would be a good idea to make sure our ordinances were up to date. As such, I asked our attorney to give our current recycling ordinance an update. He has provided the attached update with minor changes and clarifications. It also removes some unnecessary language to allow for the recycling provider to collect the recyclable materials by the most efficient means.

Also attached is a copy of the current ordinance if you would like to compare, as the ordinance amendment only references the sections that are proposed to be changed. Please let me know if you have questions related to this matter. I recommend approval of the proposed ordinance.

**CITY OF WASHBURN**  
**Ordinance No. 20-002**

An ordinance adopted by the Common Council for the City of Washburn at its regular meeting of March 9, 2020, for the purpose of amending Title 8, Chapter 3, Section 5 of the City's Code of Ordinances to updated the City's recycling ordinance to be consistent with current statutory requirements. Additions are in *red italics*, deletions are in ~~strikeout~~, any provision not expressly amended herein shall remain. Ordinance § 8-3-5 shall be amended to read as follows:

1. Amend Title 8, Chapter 3, Section 5 as follows:

**Sec. 8-3-5 Recycling Regulations**

(a) **Findings and Declaration of Purpose.** The City of Washburn hereby finds and determines that there is an increasing necessity to conserve natural resources in landfill space and to promote recycling as mandated by state law. In the age of shortages, conservation of recyclable material is an important public concern. It is the purpose of this Section to promote recycling, composing, and resource recovery through the administration of a mandatory recycling program, as provided in Sec. ~~459.14~~ *286.11*, Wis. Stats., and Ch. NR 544, Wis. Adm. Code, by the City of Washburn in order to protect and promote the public health, safety and welfare.

(b) **Statutory Authority.** This Section is adopted as authorized under Sec. ~~459.08(3)(b)~~ *287.09(3)(b)*, Wis. Stats.

\*\*\*

(h) **Definitions.** For the purpose of this Section the following words and phrases shall have the meanings ascribed to them in this Subsection:

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(17) PETE or PET means polyethylene terephthalate plastic containers marked by the SPI Code No. 1.

*(18) PP means polypropylene, labeled by the SPI code No. 5*

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(21) Postconsumer Waste means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in Sec. ~~444.44(7)(a)~~ *291.01(7)*, Wis. Stats., *waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in Sec. 289.07(17), Wis. Stats.*

\*\*\*

(23) Solid Waste has the meaning specified in Sec. ~~144.01(15)~~ *289.01(33)*, Wis. Stats.

(24) Solid Waste Facility has the meaning specified in Sec. ~~144.43(5)~~ *289.01(35)*, Wis. Stats.

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(i) **Separation and Collection of Recyclable Materials.**

(1) Separation Required. Occupants of single family and two (2) to four (4) unit residences, multiple family dwellings and non-residential facilities and properties shall separate the following materials from post-consumer waste:

\*\*\*

(f) Foam polystyrene, *including foam polystyrene packaging*.

\*\*\*

(j) *Rigid plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins. #1 and #2 Plastic.*

~~(k) #3 #7 plastic.~~

\*\*\*

~~(j) — **Intentionally Omitted Separation of Recycling Materials Effective January 1, 1996.** Effective January 1, 1996 occupants of single family and two (2) to four (4) unit residences, multiple family dwellings and non-residential facilities and properties shall separate the following materials from post-consumer waste unless a variance has been issued by the Wisconsin Department of Natural Resources:~~

~~— (1) Foam polystyrene packaging.~~

~~— (2) Plastic containers or bottles made of PVC #3, LDPE #4, #5, PS#6 and mixed or other plastic resin types #7.~~

(k) **Separation Requirements Exempted.** The separation requirements of Subsections (i) and ~~(j)~~ *do es* not apply to the following:

\*\*\*

(3) A recyclable material specified in Subsections (i) and ~~(j)~~ for which a variance has been granted by the Department of Natural Resources under Sections ~~159.07(7)(d) or 159.11(2m)~~, *287.11(2m)*, Wis. Stats., or NR 544.14, Wisconsin Administrative Code.

\*\*\*

(m) **Preparation and Collection of Recyclable Materials**

(1) Except as otherwise directed by Common Council, occupants of Single Family and two (2) to four (4) unit residences shall prepare *all recyclable material in the manner consistent with the directions included in the Welcome Letter provided by the City and/or the City's Recycling Service Provider upon commencement of recycling services for each location or other similar educational material, which will also available on the City's website and available for review in City Hall.* ~~do the following for the preparation and collection of specified recyclable materials ( aluminum cans, container glass, corrugated cardboard, mixed papers, newspapers, #1 and #2 plastic and bi-metal containers):~~

- ~~a. All recyclables shall be commingled in designated recycling bin/container containing City logo and placed curbside by 7:00 a.m. on the scheduled collection day.~~
  - ~~b. Aluminum cans shall be empty and shall include used beverage cans only.~~
  - ~~c. Container glass shall be cleaned, with caps and neck rings removed. Labels can remain on glass. Glass must be color separated into clear, brown, and green, place blue glass with green glass. Glass should not be broken. Glass does not include ceramic cups, dishes, ovenware, plate glass, safety and window glass, heat resistant glass such as pyrex, lead-based glass such as crystal, or TV tubes.~~
  - ~~d. Corrugated cardboard shall be clean, and must be flattened and bundled in bundles. Does not include waxed cardboard or "chipboard" such as cereal boxes, shoe boxes and similar materials.~~
  - ~~e. Mixed papers shall be bundled in bundles or placed in a brown paper grocery bag. Includes all grades of papers: Including white, colored, ledger, shiny, coated, carbonless or NCR papers; envelopes, including windowed, labeled, and kraft; magazines, phone books, computer print out paper, glued pads and tablets, file folders, keypunch cards, post-it notes, spiral notebooks, cereal boxes, shoe boxes, etc. An include paper clips and staples. Does not include hand towels or other paper products from restrooms, or soiled napkins and paper plates. Also does not include carbon paper, cellophane, or any waxed paper.~~
  - ~~f. Newspaper shall be bundled in bundles or placed in a brown paper grocery bag. Includes newspaper and newspaper advertisements only. Does not include catalogues, magazines, cardboard, or other paper products.~~
  - ~~g. Plastic bottles #1 and #2 shall be clearly marked with the recycling emblem, encircling the #1 (PET and PETE) or the #2 (HDPE). Does not include motor oil bottles, even if they are labeled #1 or #2. Caps must be removed. Labels can remain on plastic. Clean and flatten all bottles.~~
  - ~~h. Tin cans shall be clean, labels must be removed, both ends must be cut out, and cans must be flattened. Cut out ends are recyclable. Tin cans with "molded or round bottoms" can be recycled without the "molded or round bottom" removed, provided the can has been rinsed and labels have been removed. Includes tin-coated metal cans and steel containers.~~
- (2) The hauler has the right to reject or leave at the curb any recyclable material that is not prepared according to the specifications of Subsection (m)(1)b-h above, or contained in education materials provided by the contractor or the City to the service recipients. Materials may also be rejected if not separated from solid waste, placed in the proper recycling container, or are not designated recyclable materials for collection. The hauler also has the right to refuse to pick up any solid waste if it contains recyclable materials. In such cases, the hauler shall notify in writing the generator of the materials about the reasons for rejecting the items.

(n) **Responsibilities of Owners or Designated Agents of Non-Residential Facilities and Properties.**

(1) Owners or designated agents of non-residential facilities and properties shall do all of the following to recycle the materials specified in Subsection (i) ~~(j)~~ and ~~(m)(1)~~ above:

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(2) The requirements specified in Subsection (n)(1) above do not apply to the owners or designated agents of non-residential facilities and properties if the post-consumer waste generated within the facility or property is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in Subsection (i) ~~(j)~~ and ~~(m)(1)~~ above from solid waste in as pure a form as is technically feasible.

(o) **Responsibilities of Owners or Designated Agents of Multiple-Family Dwellings.**

(1) Owners or designated agents of multiple-family dwellings shall do all of the following to recycle ~~aluminum cans, container glass, corrugated cardboard, mixed papers, newspapers, #1 and #2 plastic and bi-metal containers~~ *the materials specified in Subsection (i):*

\*\*\*

(p) **Prohibitions on Disposal of Recyclable Materials.** No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in Subsection (i) ~~(j)~~ and ~~(m)(1)~~ above which have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.

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

Attest:

\_\_\_\_\_  
Richard Avol  
Mayor

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

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_

## SEC. 8-3-5 RECYCLING REGULATIONS.

- (a) **Findings and Declaration of Purpose.** The City of Washburn hereby finds and determines that there is an increasing necessity to conserve natural resources in landfill space and to promote recycling as mandated by state law. In the age of shortages, conservation of recyclable material is an important public concern. It is the purpose of this Section to promote recycling, composting, and resource recovery through the administration of a mandatory recycling program, as provided in Sec. 159.11, Wis. Stats., and Ch. NR 544, Wis. Adm. Code, by the City of Washburn in order to protect and promote the public health, safety and welfare.
- (b) **Statutory Authority.** This Section is adopted as authorized under Sec. 159.09(3)(b), Wis. Stats.
- (c) **Abrogation and Greater Restrictions.** It is not intended by this Section to repeal, abrogate, annul, impair or interfere with any existing rules, regulations, ordinances or permits previously adopted or issued pursuant to law. However, whenever this Section imposes greater restrictions, the provisions of this Section shall apply.
- (d) **Interpretation.** In their interpretation and application, the provisions of this Section shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes. Where any terms or requirements of this Section may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this Section is required by Wisconsin Statutes, or by a Standard in Ch. NR 544, Wis. Adm. Code, and where the Section provision is unclear, the provision shall be interpreted in light of the Wisconsin Statutes and the Ch. NR 544 standards in effect on the date of the adoption of this Section, or in effect on the date of the most recent text amendment to this Section.
- (e) **Applicability.** The requirements of this Section apply to all persons within the boundaries of the City of Washburn.
- (f) **Administration.** The provisions of this Section shall be administered by the Common Council of the City of Washburn.
- (g) **Effective Date.** The provisions of this Section shall take effect on January 1st, 1995.
- (h) **Definitions.** For the purpose of this Section the following words and phrases shall have the meanings ascribed to them in this Subsection:
- (1) Aluminum Cans shall include used beverage cans only.
  - (2) Bags shall be plastic bags designated for refuse; with sufficient wall strength to maintain physical integrity when lifted by top. With a capacity not to exceed thirty-three (33) gallons and a loaded weight of no more than fifty (50) pounds.
  - (3) Container Glass shall include container glass only. Glass does not include ceramic cups, dishes, ovenware, plate glass, safety and window glass, heat resistant glass such as pyrex, lead-based glass such as crystal, or TV tubes.
  - (4) Bi-Metal Container means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.
  - (5) Corrugated Cardboard shall include corrugated cardboard only. Does not include waxed cardboard or chipboard such as cereal boxes, shoe boxes and similar materials.
  - (6) HDPE means high density polyethylene plastic containers marked by the SPI Code No. 2.

- (7) LDPE means low density polyethylene plastic containers marked by the SPI Code No. 4.
- (8) Magazines means magazines and other materials printed on similar paper.
- (9) Major Appliance means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, oven, refrigerator, stove, furnace, boiler, dehumidifier, water heater (with capacitor removed), or any item commonly referred to as a white good.
- (10) Mixed or Other Plastic Resin Types means plastic containers marked by the SPI Code No. 7.
- (11) Mixed Papers shall include all grades of papers: including white, colored, ledger, shiny, coated, carbonless or NCR papers; envelopes, including windowed, labeled, and kraft; magazines, phone books, computer print out paper, glued pads and tablets, file folders, key punch cards, spiral notebooks, cereal boxes, shoe boxes, etc. Can include paper clips and staples. Does not include hand towels or other paper products from restrooms, or soiled napkins and paper plates. Also does not include carbon paper, cellophane, or any waxed paper.
- (12) Multiple Family Dwelling means a property containing five (5) or more residential units, including those which are occupied seasonally.
- (13) Newspapers shall include newspapers and newspaper advertisements. Does not include catalogues, magazines, cardboard, or other paper products.
- (14) Non-Residential Facilities and Properties means commercial, retail, industrial, institutional and governmental facilities and properties. This term does not include multiple family dwellings.
- (15) Office Paper means high grade printing and writing papers from offices in non-residential facilities and properties.
- (16) Person includes any individual, corporation, partnership, association, local governmental unit, as defined in Sec. 66.229(1)(a), Wis. Stats., state agency or authority, or federal agency.
- (17) PETE means polyethylene terephthalate plastic containers marked by the SPI Code No. 1.
- (18) Plastic Bottles shall include only plastic bottles clearly marked with the recycling emblem, encircling the #1 (PET or PETE) or the #2 (HDPE). Does not include motor oil bottles, even if they are labeled #1 or #2.
- (19) PS means polystyrene plastic containers marked by the SPI Code No. 6.
- (20) PVC means polyvinyl chloride plastic containers marked by the SPI Code No. 3.
- (21) Postconsumer Waste means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in Sec. 144.44(7)(a)1, Wis. Stats.
- (22) Recyclable Materials includes lead acid batteries; major appliances; waste oil; yard waste; aluminum cans; container glass; corrugated cardboard; mixed papers; newspapers; #1 through #7 plastics; tin cans and waste tires; bi-metal containers.
- (23) Solid Waste has the meaning specified in Sec. 144.01(15), Wis. Stats.
- (24) Solid Waste Facility has the meaning specified in Sec. 144.43(5), Wis. Stats.
- (25) Solid Waste Treatment means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. "Treatment" includes incineration.

- (26) Tin Cans shall include tin coated metal cans and steel containers.
  - (27) Waste Tire means a tire that is no longer suitable for its original purpose because of wear, damage or defect.
  - (28) Yard Waste means leaves, grass clippings, yard and garden debris, and brush, including clean woody vegetative material no greater than six (6) inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.
- (i) **Separation and Collection of Recyclable Materials.**
- (1) Separation Required. Occupants of single family and two (2) to four (4) unit residences, multiple family dwellings and non-residential facilities and properties shall separate the following materials from post-consumer waste:
    - a. Lead acid batteries.
    - b. Waste oil.
    - c. Aluminum cans.
    - d. Bi-metal containers.
    - e. Corrugated cardboard.
    - f. Foam polystyrene.
    - g. Container glass.
    - h. Mixed papers.
    - i. Newspapers.
    - j. #1 and #2 plastic.
    - k. #3-#7 plastic.
    - l. Steel (tin containers).
    - m. Major appliances.
    - n. Waste tires.
    - o. Yard waste.
    - p. Office paper.
  - (2) Changes in Requirements. The City of Washburn reserves the right to designate additional solid waste materials as recyclable, or currently collected materials as no longer recyclable in accordance with state law and to either add or delete them from any collection services provided by the City or its contractors. The City of Washburn shall provide written notice to service recipients of this declaration.
  - (3) Curbside Recyclable Materials. The following materials shall be placed in authorized recycling bin/container containing City logo for recycling and deposited curbside for pickup:

<u>#</u> <u>Material</u>	<u>Handle as follows:</u>
a. Aluminum containers	Curbside/twice monthly
b. Bi-metal containers	Curbside/twice monthly
c. Corrugated paper or other container board	Curbside/twice monthly
d. Foam polystyrene packaging	Curbside/twice monthly (as of January 1, 1996)
e. Glass containers	Curbside/twice monthly
f. Magazines and other materials printed on similar paper	Curbside/twice monthly
g. Newspaper and other materials printed on newsprint	Curbside/twice monthly
h. Rigid plastic containers, including those made of PETE (#1) and HDPE (#2)	Curbside/twice monthly

- i. Rigid plastic containers, including those made of PVC (#3), LDPE (#4), PP (#5), PS (#6), and other resins, or multiple resins (#7) Curbside/twice monthly  
(as of January 1, 1996)
- j. Steel containers Curbside/twice monthly
- (4) Other Recyclable Materials. The following items shall be recycled as follows:
  - a. Major Appliances. To be recycled at a site, per agreement with collector, designated by the Common Council.
  - b. Tires. To be recycled at a site, per agreement with collector, designated by the Common Council.
  - c. Yard Waste. To be recycled at a site, per agreement with collector, designated by the Common Council.
  - d. Office Paper. To be recycled directly by businesses and persons on an individual basis.
  - e. Lead-acid Batteries. To be recycled at a site, per agreement with collector, designated by the Common Council.
  - f. Waste Oil. To be recycled at a site, per agreement with collector, designated by the Common Council.
- (j) **Separation of Recycling Materials Effective January 1, 1996.** Effective January 1, 1996 occupants of single family and two (2) to four (4) unit residences, multiple family dwellings and non-residential facilities and properties shall separate the following materials from post-consumer waste unless a variance has been issued by the Wisconsin Department of Natural Resources:
  - (1) Foam polystyrene packaging.
  - (2) Plastic containers or bottles made of PVC #3, LDPE #4, PP #5, PS #6 and mixed or other plastic resin types #7.
- (k) **Separation Requirements Exempted.** The separation requirements of Subsections (i) and (j) do not apply to the following:
  - (1) Occupants of single family and two (2) to four (4) unit residences, multiple-family dwellings and non-residential facilities and properties that send their post-consumer waste to a processing facility licensed by the Wisconsin Department of Natural Resources that recovers the materials specified in Subsections (i) and (j) from solid waste in as pure a form as is technically feasible.
  - (2) Solid waste which is burned as a supplemental fuel at a facility if less than thirty percent (30%) of the heat input to the facility is derived from the solid waste burned as supplemental fuel.
  - (3) A recyclable material specified in Subsections (i) and (j) for which a variance has been granted by the Department of Natural Resources under Sections 159.07(7)(d) or 159.11(2m), Wis. Stats., or NR 544.14, Wisconsin Administrative Code.
- (l) **Care of Recyclable Materials.** To the greatest extent practicable, the recyclable materials separated in accordance with Subsections (i) and (j) shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other non-recyclable materials, including but not limited to household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain and other inclement weather conditions.

(m) **Preparation and Collection of Recyclable Materials.**

(1) Except as otherwise directed by Common Council, occupants of Single Family and two (2) to four (4) unit residences shall do the following for the preparation and collection of specified recyclable materials (aluminum cans, container glass, corrugated cardboard, mixed papers, newspapers, #1 and #2 plastic and bi-metal containers):

- a. All recyclables shall be commingled in designated recycling bin/container containing City logo and placed curbside by 7:00 a.m. on the scheduled collection day.
- b. Aluminum cans shall be empty and shall include used beverage cans only.
- c. Container glass shall be cleaned, with caps and neck rings removed. Labels can remain on glass. Glass must be color separated into clear, brown, and green, place blue glass with green glass. Glass should not be broken. Glass does not include ceramic cups, dishes, ovenware, plate glass, safety and window glass, heat resistant glass such as pyrex, lead-based glass such as crystal, or TV tubes.
- d. Corrugated cardboard shall be clean, and must be flattened and bundled in bundles. Does not include waxed cardboard or "chipboard" such as cereal boxes, shoe boxes and similar materials.
- e. Mixed papers shall be bundled in bundles or placed in a brown paper grocery bag. Includes all grades of papers: including white, colored, ledger, shiny, coated, carbonless or NCR papers; envelopes, including windowed, labeled, and kraft; magazines, phone books, computer print out paper, glued pads and tablets, file folders, keypunch cards, post-it notes, spiral notebooks, cereal boxes, shoe boxes, etc. Can include paper clips and staples. Does not include hand towels or other paper products from restrooms, or soiled napkins and paper plates. Also does not include carbon paper, cellophane, or any waxed paper.
- f. Newspaper shall be bundled in bundles or placed in a brown paper grocery bag. Includes newspaper and newspaper advertisements only. Does not include catalogues, magazines, cardboard, or other paper products.
- g. Plastic bottles #1 and #2 shall be clearly marked with the recycling emblem, encircling the #1 (PET and PETE) or the #2 (HDPE). Does not include motor oil bottles, even if they are labeled #1 or #2. Caps must be removed. Labels can remain on plastic. Clean and flatten all bottles.
- h. Tin cans shall be clean, labels must be removed, both ends must be cut out, and cans must be flattened. Cut out ends are recyclable. Tin cans with "molded or round bottoms" can be recycled without the "molded or round bottom" removed, provided the can has been rinsed and labels have been removed. Includes tin coated metal cans and steel containers.

(2) The hauler has the right to reject or leave at the curb any recyclable material that is not prepared according to the specifications of Subsection (m)(1)b-h above, or in education materials provided by the contractor or the City to the service recipients. Materials may also be rejected if not separated from solid waste, placed in the proper recycling container, or are not designated recyclable materials for collection. The hauler also has the right to refuse to pick up any solid waste if it contains recyclable materials. In such cases, the hauler shall notify in writing the generator of the materials about the reasons for rejecting the items.

- (n) **Responsibilities of Owners or Designated Agents of Non-Residential Facilities and Properties.**
  - (1) Owners or designated agents of non-residential facilities and properties shall do all of the following to recycle the materials specified in Subsections (j) and (m)(1) above:
    - a. Provide clear recycling bags for the recyclable materials.
    - b. Notify in writing, at least annually, all users, tenants and occupants of the properties about the established recycling program.
    - c. Notify users, tenants and occupants of reasons to reduce and recycle, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation, and a contact person or company, including a name, address and telephone number.
  - (2) The requirements specified in Subsection (n)(1) above do not apply to the owners or designated agents of non-residential facilities and properties if the post-consumer waste generated within the facility or property is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in Subsections (j) and (m)(1) above from solid waste in as pure a form as is technically feasible.
- (o) **Responsibilities of Owners or Designated Agents of Multiple-Family Dwellings.**
  - (1) Owners or designated agents of multiple-family dwellings shall do all of the following to recycle aluminum cans, container glass, corrugated cardboard, mixed papers, newspapers, #1 and #2 plastic and bi-metal containers:
    - a. Provide adequate, separate containers for the recyclable materials.
    - b. Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.
    - c. Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
    - d. Notify tenants of reasons to reduce and recycle solid waste, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation, and a contact person or company, including a name, address and telephone number.
  - (2) The requirements specified in Subsection (o)(1) above do not apply to the owners or designated agents of multiple-family dwellings if the post-consumer waste generated within the dwelling is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in Subsection (o)(1) above from solid waste in as pure a form as is technically feasible.
- (p) **Prohibitions on Disposal of Recyclable Materials.** No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in Subsections (j) and (m)(1) above which have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.
- (q) **Unlawful Removal of Recyclables.** It shall be unlawful for any person, unless under contract with or licensed by the City of Washburn, to collect or remove any recyclable material that has been deposited or placed at the curb for the purposes of collection for recycling.

- (r) **Non-Disposable Materials.** It shall be unlawful for any person to place for disposal any of the following waste: hazardous and toxic wastes, chemicals, explosives, liquids, flammable liquids, paint, trees and stumps, construction debris, carcasses, medical wastes (unless personal needles shall be properly contained in a sharps container to eliminate injury to collection personnel).
- (s) **Garbage from Outside the Municipality.** It shall be unlawful to bring refuse for disposal (and recyclables) from outside the corporate limits into the City of Washburn unless authorized by agreement with the Common Council.
- (t) **Notification for Collection.**
  - (1) All occupants, persons in possession, charge or control of private residences upon which garbage or recyclables are created, accumulated or produced shall notify the City Clerk-Treasurer that collection of garbage and recyclables from such place is required. Occupants, persons in possession, charge or control of premises and places other than private residences shall contract separately with the private contractor for the collection of their garbage and refuse and with respect to the frequency of the collection required.
  - (2) The City shall use various informational and educational efforts to encourage waste reduction and recycling, including, but not limited to, brochures enclosed with quarterly billings.
- (u) **Enforcement.**
  - (1) Any authorized officer, employee or representative of the City of Washburn may inspect recyclable materials separated for recycling, post-consumer waste intended for disposal, collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and non-residential facilities and properties, solid waste disposal facilities and solid waste treatment facilities, and any records relating to recycling activities, for the purpose of ascertaining compliance with the provisions of this Section. No person may refuse access to any authorized officer, employee or authorized representative of the City of Washburn who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper, or interfere with such an inspection.
  - (2) Any person who violates a provision of this Section may be issued a citation by a City law enforcement officer to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this Subsection.
  - (3) Any person or legal entity violating any of the provisions of this Section shall be subject to the penalty provisions of Section 8-3-7 of the Washburn Code of Ordinances.

**SEC. 8-3-6 MISCELLANEOUS RECYCLING AND REFUSE DISPOSAL REGULATIONS.**

- (a) **Nondisposable Materials.**
  - (1) It shall be unlawful for any person to place for collection any of the following wastes:
    - a. Hazardous waste;
    - b. Toxic waste;
    - c. Chemicals;

- d. Explosives or ammunition;
  - e. Drain or waste oil or flammable liquids;
  - f. Large quantities of paint;
  - g. Tires and batteries;
  - h. Dead animals;
  - i. Gravel and concrete;
  - j. Construction debris;
  - k. Institutional animal or human waste;
  - l. White goods;
  - m. Hot ashes (ashes that are fully extinguished and dry may be left for collection in noncombustible containers).
- (2) In regard to the aforementioned, materials shall be disposed of in the manner prescribed by Federal or State laws by special arrangement with the City's authorized hauler or by individuals hauling their own materials.
- (b) **Hospital/Medical Wastes.** It shall be unlawful for any person to place for collection any pathogenic hospital or medical wastes. Such items as needles and syringes may be disposed of as long as they are contained to eliminate injury to disposal personnel.
  - (c) **Building Waste.** All demolition waste resulting from remodeling, construction, or removal of a building, roadway, or sidewalk shall be disposed of by the owner, builder, or contractor. The hauling of said building waste shall be exempt from having to haul with the authorized hauler and the removal of said materials shall be the responsibility of the owner, builder or contractor.
  - (d) **Alteration of Recyclable Materials.** In regard to residential units, it shall be unlawful to intentionally alter recyclable materials so as to render them as nonrecyclable material.
  - (e) **Restriction on Time of Placement.** All receptacles and containers for nonrecyclable and recyclable materials that are placed adjacent to the public street or alley as designated by the collector shall be placed adjacent to the public street or alley no earlier than twenty-four (24) hours before the regular collection time and shall be removed from the curbside collection point within twenty-four (24) hours after the regular collection time.
  - (f) **Refuse from Outside of City.** It shall be unlawful to bring refuse from outside the City of Washburn into the City limits for disposal in the City of Washburn unless specifically authorized by agreement with the Common Council.
  - (g) **Title to Refuse and Recyclable Materials.**
    - (1) In the absence of an agreement to the contrary, title to the refuse and recyclable material placed for collection and disposal by the City's occupants shall vest in the hauler as soon as it is placed for collection. It shall be a violation of this Chapter for any person unauthorized by the City to collect or pick up or cause to be collected or picked up any recyclable materials that are placed for disposal by the City's collectors. Any and each such unauthorized collection or scavenging of recyclable materials in violation hereof shall constitute a separate and distinct offense punishable as provided for herein. Nothing herein shall be construed to allow the scavenging, removal, transportation, or resorting of refuse which has been placed for disposal under this Chapter. Any such scavenging or separation of refuse that has been placed for disposal by the producer of said refuse shall be deemed a violation of this Chapter.
    - (2) This Chapter shall not prohibit the actual producers of recyclable materials or the owners of residential or commercial units or nonresidential units upon which recyclable materials have been accumulated from personally collecting, conveying and disposing of recyclable materials, provided such producers or owners do not violate the intent of this Chapter.

- (h) **Garbage Accumulation; When a Nuisance.** The accumulation or deposit of garbage, trash, refuse, recyclable materials or putrescible animal or vegetable matter in or upon any lot or land on any public or private place within the City which causes the air or environment to become noxious or offensive or to be in such a condition as to promote the breeding of flies, mosquitoes or other insects, or to provide a habitat or breeding place for rodents or other animals, or which otherwise becomes injurious to the public health, is prohibited and declared to constitute a nuisance. Refuse areas shall be kept in a nuisance- and odor-free condition. Refuse shall not be allowed to accumulate. The accumulation of eight (8) bags of garbage for more than a two (2) week period shall constitute a nuisance. Violation will result in the occupant and/or owner being notified to clean up his area, with continued violations resulting in the owner being prosecuted under the provisions of this and other City ordinances.
- (i) **Improper Placement.** No persons shall deposit, throw, or place any garbage, offal, dead animals, combustible refuse or other deleterious matter in any park, lane, alley, street, public grounds or public place within the City or place any garbage, offal, dead animals or other refuse matter upon any private property not owned by such person.
- (j) **Special Haul Items.** It shall be unlawful for any person to set for regular collection and special haul items, unless the individual placing said item has contracted directly with private or the authorized collector for removal at the rates in effect at the time or negotiated by the parties.
- (k) **Interference with Authorized Collector.** No person other than an authorized collector shall collect or interfere with any garbage after it shall have been put into a garbage receptacle and deposited in the proper place for the collector, nor shall any authorized person molest, hinder, delay or in any manner interfere with the authorized garbage collector in the discharge of his duties.
- (l) **Disposal of Nonrecyclable Materials.**
- (1) For Residential Units, nonrecyclable materials shall be separated from recyclable materials and shall be placed for collection by the City's licensed Collection service or disposed of individually in approved landfill.
  - (2) Subject to special arrangements with the contracted hauler, all residential unit nonrecyclable materials shall be placed in plastic garbage bags not exceeding the capacity of thirty-three (33) gallons and/or a net weight of fifty (50) pounds. All refuse material not suitable of placement in containers or bags shall be placed in bundles or broken into sizes small enough to be handled by one (1) person. Each container for a residential unit shall be equipped with suitable handles and tight fitting covers and shall be water tight not exceeding forty (40) gallons. All garbage containers shall be kept in a neat, clean and sanitary condition at all times. All garbage containers for residential and commercial units shall be of metal, durable plastic, or other suitable, moisture resistant materials, including heavy-duty refuse disposal plastic bags. Plastic garbage bags must be closed with a tie and shall consist of plastic material not damaged by freezing and not susceptible to melting. They shall be capable of being handled during hot and cold weather without damage during normal handling by collection crews. Plastic bags shall be of sufficient strength to allow lifting and loading of contents without tearing.
  - (3) It shall be the duty of every occupant, tenant, or proprietor or any residential or commercial unit to provide and at all times keep in a suitable place readily accessible to the refuse collector, garbage containers capable of holding all garbage which would ordinarily accumulate on such premises between the times of successive collections. The owner of any multiple dwelling shall furnish or require the tenant thereof to furnish proper

garbage containers. Garbage containers shall be marked so as to indicate the residential unit to which they belong.

- (m) **Mandatory Separation of Materials for Composting; Yard Wastes.** No person in the City shall by curbside collection dispose of deciduous materials, such as yard waste, grass clippings and leaves with other refuse that may be lawfully left for collection. Brush and tree limbs and stumps, yard waste, such as grass clippings and leaves, may be brought to sites designated within the City by the City. The hauling of said deciduous material shall be exempt from being required to be hauled by authorized collectors.

#### SEC. 8-3-7 VIOLATIONS; PENALTIES.

- (a) Any person who shall violate any of the provisions of this Chapter shall be subject to a penalty which shall be as follows:
- (1) **First Offense.** Any person found in violation of any provision of this Chapter as a first offender shall forfeit not less than Twenty-five Dollars (\$25.00) nor greater than One Hundred Dollars (\$100.00).
  - (2) **Second and Subsequent Offenses.** Any person found guilty of violating any part of this Chapter who has previously been notified of being in violation or been convicted of violating the same Chapter within one (1) year shall, upon conviction thereof, forfeit not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00) for each such offense, together with costs of prosecution and, in default of payment of such forfeiture and costs, shall be imprisoned in the County Jail until such forfeiture and costs of prosecution are paid, but not exceeding six (6) months.
- (b) **Separate Offenses.** Each violation and each day a violation continues or occurs shall constitute a separate offense. Nothing in this Chapter shall preclude the City from maintaining any appropriate action to prevent or remove a violation of any provision of this Chapter.
- (c) **Special Collections for Violations.** If any entity, including those receiving collection from a private firm, is found in violation of the collection and storage requirements of this Chapter and fails to comply with a notification and/or citation, the Mayor shall be empowered to order a special collection to remove such violation. The person shall be notified of such special collection and the charges therefor. The special collection shall be made and if billing is unpaid, the bill shall be considered a lien on the property and shall be placed on the tax roll. A person shall not use the special collection provision of this Chapter to circumvent requirements for collection by a private firm.

**7**

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



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

To: Honorable Mayor and City Council Members  
From: Scott J. Kluver, Administrator <sup>SSK</sup>  
Re: Recommendation on Increasing the Citation Amount for Violating Snow Emergency Parking Rules and Discussion on Winter Parking Recommendations  
Date: February 26, 2020

Staff have had some conversations on winter plowing processes and conversations with Council member Neimes on winter parking concerns.

First, there have been some conversations on lessons learned from the large snow event that occurred at the end of November, beginning of December. The result of those conversations have led to revising procedures for when call outs for snow removal can be initiated which will require more communication between Police and Public Works staff related to actual conditions. Some of those details relate to Police requesting Public Works begin plowing when snow reaches a certain level, and having communication with all emergency services to deal with emergency situations better. A piece of long-forgotten equipment, a V-plow, has been brought out and dusted off and will be available for use during future significant snowfall events. This piece of equipment would have been very helpful during the large snowfall this year in getting the streets and alleys open quicker and more effectively. Public Works is also considering some modifications to the plow routes to make sure there are key roads that have priority during significant snow falls.

Enforcement of winter parking can certainly be an issue at times, and the police have written a number of citations for parking violations this year. Discussions have occurred that the City must be diligent in the issuance of snow emergencies to keep vehicles off the streets for plowing operations during significant snowfalls as this will help. Some ideas have been floated to go back to old rules to eliminate the parking overnight on city streets. From the discussions I have had, I do not believe it is a popular idea and I am not recommending that at this time. There have been some conversations related to certain locations being a bottleneck with cars making it difficult for traffic to get through, especially for emergency vehicles. There is not universal agreement on addressing this issue either. Part of the issue is the excessive snow this year and not getting the snow pushed back as far as it should have been. This can be observed on Fourth Street in front of the High School and going towards Washington Avenue. When vehicles are on both sides of the street, it is very difficult to get through. Good judgement would be that parking would occur on just one side, but of course that does not happen.

At this point, one idea for better enforcement is to increase the parking citation during a snow emergency from \$30 to \$50. This idea has general support among the staff. We are open to considering other ideas from what we have discussed here, but would like to have general consensus of support before changing any other ordinance or policy. This is an opportunity to consider any other ideas related to this matter.

**10-1-13**

- (p) No parking on Sixth Avenue West and Bayfield Street to the alley on Pine Street.
- (q) No parking on Eighth Street West between Third Avenue and Washington Avenue on the North side Monday through Friday, 7:00 a.m. to 4:00 p.m.
- (r) No parking on First Avenue East for the first one hundred and forty-three (143) feet south of Bayfield Street.
- (s) No parking on North 4th Avenue West between 7th and 8th Streets West.

**Sec. 10-1-14 Winter Parking.**

- (a) **Seasonal Parking Prohibition.** It shall be unlawful for any person to park or leave standing any motor vehicle on any street or avenue in the City of Washburn between November 1st and April 1st contrary to the provisions of this Section:
  - (1) **Alternate Side Parking.** Upon those streets identified in Subsection (a)(2) below, parking shall be permitted as follows:
    - a. Parking shall be permitted only on that side of the street containing even-numbered street addresses on even calendar days.
    - b. Parking shall be permitted only on that side of the street containing odd-numbered street addresses on odd calendar days.
  - (2) **Exceptions.** The streets in which the provisions of Subsection (a)(1) applies include all municipal streets lying within the corporate boundaries of the City of Washburn, Wisconsin, except the following streets or portions of the following streets governed by the provisions of Subsection (b) below:
    - a. Bayfield Street.
    - b. Central Avenue from Bayfield Street to a point two hundred (200) feet north of Bayfield Street.
    - c. Washington Avenue from Omaha Street to East 7th Street.
    - d. 1st Avenue East from East 5th Street to Washington Avenue.
    - e. 2nd Avenue West from 3rd Street to Washington Avenue.
    - f. 3rd Avenue West from West 4th Street to West 6th Street.
    - g. West 3rd Street from Washington Avenue to a point two hundred (200) feet west of the centerline of Washington Avenue (Library diagonal parking).
    - h. West 4th Street from 3rd Avenue West to 4th Avenue West.
    - i. West 5th Street from 3rd Avenue West to 4th Avenue West.
    - j. East 6th Street from 1st Avenue East to 2nd Avenue East.
    - k. West 7th Street from Washington Avenue to a point two hundred and sixty (260) feet west of the centerline of Washington Avenue (St. Louis Church diagonal parking).
    - l. West 8th Street between Washington Avenue and 5th Avenue West (Elementary School diagonal parking and St. Louis School).
    - m. 1st Avenue West from Bayfield Street to a point two hundred and fifty (250) feet north of Bayfield Street.

- (b) **Seasonal Parking Prohibitions During Certain Hours.** It shall be unlawful for any person to park or leave standing any motor vehicle on the streets listed in Subsection (a)(2) above between November 1st and April 1st between the hours of 2:00 a.m. and 7:00 a.m.
- (c) **Violations; Penalties.**
- (1) **Forfeitures.** Any person violating this Section shall forfeit a sum as set forth in the Ordinance Deposit Schedule approved by the Common Council, as may be amended from time to time.
  - (2) **Removal of Violating Vehicle.** In addition to the forfeitures for violating this Section as set forth in the preceding Subsection, any person violating this Section shall be required to remove said motor vehicle within twenty-four (24) hours of said violation, or the vehicle shall be towed at the owner's expense.
- (d) **Warning Tickets.** The City of Washburn Police Department shall only issue warning tickets for violations of this Section from November 1st until December 1st annually or the first measurable snowfall, whichever comes first.
- (c) **Snow Emergency Situations.**
- (1) **Declaration.** The Public Works Director shall be permitted to declare a snow emergency for any snowfall exceeding four (4") inches in depth for the purpose of clearing public streets as efficiently and quickly as possible to permit the passage of emergency vehicles and public travel.
  - (2) **Distribution.** The declaration of such an emergency shall be distributed to the Sheriff's Department dispatcher and media outlets to permit the dissemination of the declaration to the public as quickly as possible.
  - (3) **Compliance to Facilitate Snow Removal Operations.** In the event of a snow emergency declaration, every vehicle shall immediately be removed from all City streets, alleys and parking lots to permit the inauguration and completion of snow removal activities.
  - (4) **Removal of Violating Vehicles.** The Police Department shall be empowered to order vehicles that are not removed from City streets, alleys and parking lots during a snow emergency towed at the owner's expense. The term "vehicle", as utilized in this Section, shall mean any car, truck, tractor, trailer, dumpster, or object parked or lying within a public right-of-way or property utilized as a public parking lot.

### **Sec. 10-1-15 Unlawful Removal of Parking Citations.**

No person other than the owner or operator thereof shall remove a City parking ticket from a motor vehicle.

### **Sec. 10-1-16 Operation of Motor Vehicles in Public Parking Lots.**

- (a) **Unlicensed Operators Prohibited.** No person who does not hold a valid operator's license shall operate a vehicle in any public parking lot or in any private parking lot or ramp held out for the use of parking for the general public.

8

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



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

To: Honorable Mayor and City Council Members  
From: Scott J. Kluver, Administrator <sup>SSK</sup>  
Re: Meter Replacement Project Financing Plan  
Date: February 28, 2020

The plan for financing the water meter replacement project has gotten a little more complex than expected; however, results will be a benefit to the City. There are several components to this plan, and I will outline them as simply as possible.

First, there are two existing loans that the City has that would be refinanced under this plan. The first loan is for the City Garage which has about 10 years left of payments. It is anticipated that this loan can be refinanced to provide significant interest savings of several thousand dollars per year (Exhibit 3). The second existing debt is for the coal dock project (Exhibit 2). There are two reasons why we are interested in refinancing this loan. The first is we believe we can get a slightly better interest rate, and the second is that based on the advice of bond counsel, this loan should be converted to a state trust fund loan or refinanced as a taxable issue. The taxable issue is because of the structure of our agreements for the use of the dock and proceeds received from that usage. As such, on that existing borrowing, we would pay back the \$200,000 we have not spent from that borrowing and have been holding for the West End Boat Ramp Project and the new loan to be refinanced would only be for the Coal Dock. Now, because the new loan is only for the Coal Dock, and the payments on the existing loan were split between the Harbor Commission and the General Fund, the percentage the Harbor Commission will pay on the new loan will increase, but the payment amount will be the same. The General Fund portion will decrease both by the percentage and the amount.

Aside from the refinancing, new borrowing will be tacked on to the refinancing of the Garage Loan for the West End Boat Ramp Project, and the Water Meter Replacement Project (Exhibit 1). Both the Water and Sewer Utilities will be making contributions to this loan, along with the General Fund. The General Fund portions will be covered by the refinancing savings, and the reduced portion it will be paying on the Coal Dock loan. This new loan will also be frontloaded on principal payments to take advantage of the decline in principal payments that the City would otherwise make in the next three years to set the City up for a stable transition into the looming Bayfield Street project which will require a significant borrowing (Exhibits 4, 5, 6 and 7). In other words, we are crafting this plan to keep our debt payments stable and to get the City in the best position possible with its debt load to address the Bayfield Street Project.

So, what is being asked of the Council at this meeting? First you will find a resolution that that will approve the finance plan to refinance the Garage Loan and add the new debt for the Meter Replacement Project, as well as essentially transfer the money for the West End Park Project from the old Coal Dock Loan to this refinancing. I recommend approval of Resolution 2020-02. The City will receive proposals for the new issue to be reviewed at the April 13<sup>th</sup> meeting.

Second, we are checking to see which is the best option for refinancing the Coal Dock loan. It will either be an adjustment of the terms of the existing loan for that project, or approving a refinanced loan through the BCPL for that project. As soon as we have clarity on that item, I will forward that information to you. You will be asked to take action on approving the best option. Implementation of this refinancing will likely be on the April agenda.

This is a relatively complex refinancing/borrowing plan for the City. If any of you have any questions, please let me know and I will walk you through it step by step. I recommend that these actions be taken to allow us to proceed forward with the Meter Replacement Project, West End Boat Ramp Project, planning for the Bayfield Street Project, and better interest rates for the City.

**RESOLUTION NO. 2020-002**

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF  
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2020A, OF  
THE CITY OF WASHBURN, WISCONSIN**

BE IT RESOLVED, by the Common Council of the City of Washburn, Bayfield County, Wisconsin (the "City"), as follows:

Section 1. Under and pursuant to the provisions of Wisconsin Statutes, Chapter 67 (the "Act") and Section 67.12(12), the City is authorized to issue and sell its general obligation promissory notes for any public purpose. The City has previously issued its \$840,000 General Obligation Bonds, Series 2010A, dated May 11, 2010 (the "2010 Bonds"). The Common Council proposed to issue general obligation promissory notes to (a) finance a City wide meter replacement for the City's sewerage system and water system; (b) finance construction of a public boat ramp at the City's West End Park; and (c) refund, on a current refunding basis, the outstanding principal and interest on the 2010 Bonds (collectively, the "Projects").

Section 2. The Common Council of the City does hereby direct the issuance and sale of General Obligation Promissory Notes, Series 2020A, in an amount not exceeding \$1,075,000 (the "Notes"), for the purposes of financing the Projects and costs of issuance and underwriter's discount.

Section 3. The City's administrative staff is hereby authorized and directed to work with Ehlers & Associates, Inc., municipal advisor to the City, and Fryberger, Buchanan, Smith & Frederick, P.A., bond counsel, to solicit proposals and arrange for the sale of the Notes in substantial compliance with the Pre-Sale Report for the Notes provided by the municipal advisor. The proposals shall be received by Ehlers & Associates, Inc. as set forth in the Pre-Sale Report on April 13, 2020, and consideration for the award of the Notes will be by the Common Council of the City at 5:30 p.m. central time on the same date.

Section 4. The form, specifications and provisions for repayment of the Notes shall be set forth in a subsequent resolution of the Common Council.

Section 5. The Common Council shall meet on April 13, 2020, in accordance with the Pre-Sale Report, to consider proposals for the purchase of the Notes and to take whatever actions are necessary for the acceptance or rejection of the proposals.

Adopted: March 9, 2020.

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Mayor

---

City Clerk

**washburnadmin@cityofwashburn.org**

---

**From:** Sean Lentz <SLentz@ehlers-inc.com>  
**Sent:** Monday, February 17, 2020 5:27 PM  
**To:** washburnadmin@cityofwashburn.org  
**Cc:** Josh Low; rtoft@fryberger.com  
**Subject:** RE: Refinancing  
**Attachments:** 2020 Debt Issues (2.17.2020).pdf

Scott,

Attached are the spreadsheets that lay out the borrowing approach for 2020:

- Exhibit 1 – 2020 G.O. Promissory Notes issued to fund the Utility Meter Project, Boat Ramp Project, and refinance the 2010 Bond Issue
- Exhibit 2 – Savings Analysis for refinancing the 2010 Bonds as part of the 2020 Notes
- Exhibit 3 – 2020 State Trust Fund Loan issued to pay off the 2020 Bank Note for interest savings and to remove the tax-exempt problem (coal dock contracts)
- Exhibit 4 – General Obligation Borrowing Capacity with proposed 2020 issues
- Exhibit 5 – Projected Total Debt Levy with 2020 issues – total levy targeted at approximately \$316,000 through 2024
- Exhibit 6 – Projected Revenues to reduce annual debt levy
- Exhibit 7 – Impact of new debt on Utilities' cash flow (Based on 2018 Audit results) – Are the 2019 results available?

Please review and call or e-mail with any questions.

Thanks,

Sean

**Sean Lentz, CIPMA**  
Senior Municipal Advisor  
O: (651) 697-8509 | M: (651) 253-2446 | [ehlers-inc.com](http://ehlers-inc.com)



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**From:** washburnadmin@cityofwashburn.org <washburnadmin@cityofwashburn.org>  
**Sent:** Friday, February 7, 2020 10:16 AM  
**To:** Sean Lentz <SLentz@ehlers-inc.com>  
**Subject:** Refinancing

Exhibit 1

For Discussion Only

City of Washburn, WI

Estimated Debt Service and Capitalization Schedules

\$1,075,000 General Obligation Promissory Notes, Series 2020A

Year	Principal	Rate	Interest	Total P&I	New Money Water	New Money Sewer	Levy New Money Boat Ramp	Levy Current Refunding of 2010 Bonds
2020								
2021	100,000	1.80%	31,053	131,053	20,752	20,752	35,568	53,983
2022	145,000	1.85%	20,120	165,120	23,790	23,790	63,390	54,150
2023	210,000	1.90%	17,438	227,438	23,420	23,420	122,280	58,318
2024	90,000	1.95%	13,448	103,448	23,040	23,040	-	57,368
2025	85,000	2.00%	11,693	96,693	22,650	22,650	-	51,393
2026	90,000	2.05%	9,993	99,993	22,250	22,250	-	55,493
2027	90,000	2.15%	8,148	98,148	21,840	21,840	-	54,468
2028	95,000	2.25%	6,213	101,213	21,410	21,410	-	58,393
2029	90,000	2.35%	4,075	94,075	20,960	20,960	-	52,155
2030	80,000	2.45%	980	80,980	20,245	20,245	-	40,490
<b>Totals</b>	<b>1,075,000</b>		<b>123,158</b>	<b>1,198,158</b>	<b>220,357</b>	<b>220,357</b>	<b>221,238</b>	<b>536,208</b>

Issue Summary					
Key Dates					
Dated Date:		4/1/2020			
First Interest Payment:		3/1/2021			
First Principal Payment:		9/1/2021			
Projected Interest Rates					
Current "Non-Rated" Market Rates + 25 bpts					
True Interest Cost (TIC):		2.38%			
All Inclusive Cost (AIC):		2.90%			
Sources and Uses	Total	New Money Water	New Money Sewer	Levy New Money Boat Ramp	Levy Current Refunding of 2010 Bonds
Par Amount of Bonds	1,075,000	195,000	195,000	210,000	475,000
Transfer from Prior Issue Debt Service Funds	56,825	-	-	-	56,825
<b>Total Sources</b>	<b>\$ 1,131,825</b>	<b>\$ 195,000</b>	<b>\$ 195,000</b>	<b>\$ 210,000</b>	<b>\$ 531,825</b>
Underwriter's Discount (1.200%)	12,900	2,340	2,340	2,520	5,700
Costs of Issuance	27,000	4,898	4,898	5,274	11,930
Deposit to Project Construction Fund	575,000	187,500	187,500	200,000	-
Deposit to Current Refunding Fund	514,094	-	-	-	514,094
Rounding Amount	2,831	262	262	2,206	101
<b>Total Uses</b>	<b>\$ 1,131,825</b>	<b>\$ 195,000</b>	<b>\$ 195,000</b>	<b>\$ 210,000</b>	<b>\$ 531,825</b>

**Exhibit 2**

For Discussion Only

City of Washburn, WI

**Estimated Refunding Savings Analysis**

Year	PRIOR TO THE REFUNDING					FOLLOWING THE REFUNDING				DEBT SERVICE SAVINGS
	Existing Debt Service (to be refunded)					New Debt Service				
	\$850,000					\$470,000				
	General Obligation Bonds, 2010A Dated: 5/11/2011					General Obligation Refunding Bonds Dated: 4/1/2020				
	Principal 3/1	Rate	Interest 3/1 & 9/1	Less: Fund Transfers	Net Debt Service	Principal 3/1	Rate	Interest 3/1 & 9/1	Net Debt Service	
2020	35,000	4.00%	21,825	(56,825)	-					
2021	40,000	4.00%	20,425		60,425	40,000	1.80%	13,983	53,983	6,443
2022	40,000	4.00%	18,825		58,825	45,000	1.85%	9,150	54,150	4,675
2023	45,000	4.00%	17,225		62,225	50,000	1.90%	8,318	58,318	3,908
2024	45,000	4.25%	15,425		60,425	50,000	1.95%	7,368	57,368	3,058
2025	45,000	4.25%	13,513		58,513	45,000	2.00%	6,393	51,393	7,120
2026	50,000	4.25%	11,600		61,600	50,000	2.05%	5,493	55,493	6,108
2027	50,000	4.50%	9,475		59,475	50,000	2.15%	4,468	54,468	5,008
2028	55,000	4.50%	7,225		62,225	55,000	2.25%	3,393	58,393	3,833
2029	55,000	4.75%	4,750		59,750	50,000	2.35%	2,155	52,155	7,595
2030	45,000	4.75%	1,069		46,069	40,000	2.45%	490	40,490	5,579
<b>Total</b>	<b>505,000</b>		<b>141,356</b>	<b>(56,825)</b>	<b>589,531</b>	<b>475,000</b>		<b>61,208</b>	<b>536,208</b>	<b>53,324</b>

**Notes:**

Plus Rounding: 101

<b>Total Cash Flow (Future Value) Savings:</b>	<b>\$53,425</b>
<b>Present Value Savings of 8.874%:</b>	<b>\$44,813</b>

<u>Sources</u>		<u>Uses</u>	
Par Amount	475,000	Underwriters Discount	5,700
Transfers from Prior Issue Debt Service Fund	56,825	Costs of Issuance	11,930
		Deposit to Current Refunding Fund	514,094
		Rounding Amount	101
<b>Total:</b>	<b>531,825</b>		<b>531,825</b>

Exhibit 3

For Discussion Only

City of Washburn, WI

Estimated Refunding Savings Analysis

Year	PRIOR TO THE REFUNDING					FOLLOWING THE REFUNDING					DEBT SERVICE SAVINGS
	Existing Debt Service (to be refunded)					New Debt Service					
	Principal 10/1	Rate	Interest 10/1	Less: Fund Transfers	Net Debt Service	Principal 3/15	Rate	Interest 3/15	Less: Fund Transfers	Net Debt Service	
	\$750,000 General Obligation Prom. Note of 2018 Dated: 10/1/2018					\$416,192 State Trust Fund Loan Dated: 4/30/2020					
2020	64,797	3.99%	27,894	(92,691)	-						
2021	67,494	3.99%	25,197		92,691	47,860	3.25%	11,822		59,682	33,009
2022	70,225	3.99%	22,467		92,691	47,711	3.25%	11,971		59,682	33,009
2023	73,066	3.99%	19,626		92,691	49,262	3.25%	10,420		59,682	33,009
2024	75,976	3.99%	16,716		92,691	50,839	3.25%	8,843		59,682	33,009
2025	79,095	3.99%	13,596		92,691	52,515	3.25%	7,167		59,682	33,009
2026	82,295	3.99%	10,397		92,691	54,222	3.25%	5,460		59,682	33,009
2027	85,624	3.99%	7,067		92,691	55,984	3.25%	3,698		59,682	33,009
2028	89,078	3.99%	3,613		92,691	57,798	3.25%	1,884		59,682	33,009
<b>Total</b>	<b>687,649</b>		<b>53,882</b>	<b>(92,691)</b>	<b>741,531</b>	<b>416,192</b>		<b>61,264</b>	<b>-</b>	<b>477,456</b>	<b>264,075</b>

Notes:

Plus Rounding: -  
Less - Unspent Note Proceeds: (200,000)

<b>Total Cash Flow (Future Value) Savings:</b>	<b>\$64,075</b>
<b>Present Value Savings of 2.587%:</b>	<b>\$17,790</b>

<u>Sources</u>		<u>Uses</u>	
Par Amount	416,192	Costs of Issuance	5,000
Transfers from Prior Issue Debt Service Fund	92,691	Deposit to Current Refunding Fund (May 1 Prepayment Date)	703,883
Unspent Note Proceeds	200,000		
<b>Total:</b>	<b>708,883</b>		<b>708,883</b>

Exhibit 4

For Discussion Only

City of Washburn, WI

General Obligation Borrowing Capacity - With 2020 Issues

Year	Equalized Valuation	2010 G.O. Bonds \$840,000	2011 G.O. Ref. Bonds \$1,575,000	2011 G.O. Prom. Note \$468,000	2013 G.O. Prom. Note \$160,000	2014 G.O. Prom. Note \$600,000	2014 State Trust Fund Loan \$188,000	2014 State Trust Fund Loan \$180,000	2015 State Trust Fund Loan \$365,000	2018 G.O. Prom. Note \$750,000	2019 State Trust Fund Loan \$189,000	Projected 2020 G.O. Prom. Note \$1,075,000	Projected 2020 State Trust Fund Loan \$418,182	6% G.O. Borrowing Capacity	Beginning of Year Principal Outstanding	Beginning of Year Remaining Borrowing Capacity	Beginning of Year Percent Remaining	Total Principal Payment	End of Year Principal Outstanding	End of Year Remaining Borrowing Capacity	End of Year Percent Remaining	
2020	132,071,800		165,000	55,138	20,974	50,580	21,240	20,472	40,328		8,500			6,603,590	2,885,764	3,717,826	56%	382,230	2,503,534	4,100,056	62%	
2021	132,071,800		170,000	4,354	22,685	52,271	21,992	21,197	41,758		5,803	100,000	47,080	6,603,590	2,503,534	4,100,056	62%	487,920	2,015,614	4,587,978	69%	
2022	132,071,800		125,000			53,994	22,782	21,939	43,220		6,035	148,000	47,711	6,603,590	2,015,614	4,587,978	69%	455,681	1,549,953	5,053,637	77%	
2023	132,071,800					55,773	23,558	22,707	44,732		6,278	210,000	49,282	6,603,590	1,549,953	5,053,637	77%	412,308	1,137,645	5,465,945	83%	
2024	132,071,800					57,808			46,294		6,512	90,000	50,839	6,603,590	1,137,645	5,465,945	83%	368,395	886,395	5,861,498	89%	
2025	132,071,800										6,786	85,000	62,616	6,603,590	886,395	5,717,195	87%	324,303	742,092	5,861,498	89%	
2026	132,071,800										7,059	80,000	64,222	6,603,590	742,092	5,861,498	89%	280,311	560,811	6,012,779	91%	
2027	132,071,800										7,341	80,000	68,984	6,603,590	560,811	6,012,779	91%	236,319	437,485	6,168,105	93%	
2028	132,071,800										7,623	85,000	67,798	6,603,590	437,485	6,168,105	93%	192,327	277,085	6,328,528	95%	
2029	132,071,800										7,940	90,000		6,603,590	277,085	6,328,528	95%	148,335	179,124	6,424,466	97%	
2030	132,071,800										8,258	90,000		6,603,590	179,124	6,424,466	97%	104,343	90,867	6,512,723	99%	
2031	132,071,800										8,588			6,603,590	90,867	6,512,723	99%	60,351	82,279	6,521,311	99%	
2032	132,071,800										8,922			6,603,590	82,279	6,521,311	99%	16,359	73,357	6,530,233	99%	
2033	132,071,800										9,288			6,603,590	73,357	6,530,233	99%	12,367	64,088	6,539,522	99%	
2034	132,071,800										9,680			6,603,590	64,088	6,539,522	99%	8,375	54,408	6,549,182	99%	
2035	132,071,800										10,048			6,603,590	54,408	6,549,182	99%	4,383	44,362	6,559,228	99%	
2036	132,071,800										10,443			6,603,590	44,362	6,559,228	99%	4,383	33,919	6,569,671	99%	
2037	132,071,800										10,866			6,603,590	33,919	6,569,671	99%	4,383	23,053	6,580,537	100%	
2038	132,071,800										11,300			6,603,590	23,053	6,580,537	100%	4,383	11,753	6,591,837	100%	
2039	132,071,800										11,753			6,603,590	11,753	6,591,837	100%	4,383		6,603,590	100%	
<b>Total</b>			480,000	59,493	43,650	270,224	89,552	88,315	218,330		169,000	1,075,000	418,182									

Exhibit 5

For Discussion Only

City of Washburn, WI

General Fund Debt Levy - With projected 2020 Issues

Levy Year	Collect Year	TID Out Equalized Valuation	2010 G.O. Bonds \$640,000	2011 G.O. Ref. Bonds \$1,575,000	2011 G.O. Prom. Note \$465,000	2013 G.O. Prom. Note \$150,000	2014 G.O. Prom. Note \$500,000	2014 State Trust Fund Loan \$166,000	2014 State Trust Fund Loan \$160,000	2015 John Deere Lease \$353,731	2015 State Trust Fund Loan \$365,000	2016 Truck Lease \$141,180	2018 G.O. Prom. Note \$750,000	2019 State Trust Fund Loan \$169,000	Projected 2020 G.O. Prom. Notes \$1,075,000	Projected 2020 State Trust Fund Loan \$416,192	Total Debt Services	Less: Debt Revenues	Total Debt Levy	Projected MHI Rate	Collect Year
2019	2020	121,300,000	58,825	179,220	58,314	23,180	59,509	24,363	23,501	41,183	47,918	16,381	82,691	12,223			635,327	319,347	315,988	2.60	2020
2020	2021	121,300,000	Rebilled	179,270	4,566	23,828	59,509	24,363	23,502	41,183	47,918	16,381		12,223	129,288	59,682	821,752	307,134	314,617	2.59	2021
2021	2022	121,300,000		129,000			59,509	24,363	23,502	41,183	47,918	16,381		12,223	165,120	59,682	578,901	261,172	317,729	2.62	2022
2022	2023	121,300,000					59,509	24,383	23,502	41,183	47,918	16,381		12,223	227,438	59,682	512,218	198,124	314,094	2.59	2023
2023	2024	121,300,000					59,509	24,383	23,502	41,183	47,918	16,381		12,223	103,448	59,682	340,344	149,481	190,863	1.57	2024
2024	2025	121,300,000								41,183	47,919	16,381		12,223	96,693	59,682	226,161	100,782	125,379	1.03	2025
2025	2026	121,300,000								41,183		16,381		12,223	99,993	59,682	171,897	99,982	71,915	0.59	2026
2026	2027	121,300,000												12,223	98,148	59,682	170,052	99,162	70,890	0.58	2027
2027	2028	121,300,000												12,223	101,213	59,682	173,117	98,302	74,815	0.62	2028
2028	2029	121,300,000												12,223	94,075		106,298	54,143	52,155	0.43	2029
2029	2030	121,300,000												12,223	80,980		93,203	52,713	40,490	0.33	2030
2030	2031	121,300,000											12,223			12,223	12,223	-	0.00	2031	
2031	2032	121,300,000											12,223			12,223	12,223	-	0.00	2032	
2032	2033	121,300,000											12,223			12,223	12,223	-	0.00	2033	
2033	2034	121,300,000											12,223			12,223	12,223	-	0.00	2034	
2034	2035	121,300,000											12,223			12,223	12,223	-	0.00	2035	
2035	2036	121,300,000											12,223			12,223	12,223	-	0.00	2036	
2036	2037	121,300,000											12,223			12,223	12,223	-	0.00	2037	
2037	2038	121,300,000											12,223			12,223	12,223	-	0.00	2038	
2038	2039	121,300,000											12,223			12,223	12,223	-	0.00	2039	

Sewer and Water Utility - Debt Service Coverage Projection

Year	Revenue Available for Debt Service	REVENUE DEBT AND COVERAGE					G.O. DEBT				TOTAL COVERAGE		
		Sewer 100% Projected 2018A	Water 100% Projected 2018B	Sewer 100% Projected 2018C	Total Revenue Debt Service	Revenue Debt Coverage	Water 2011 GO Ref	Sewer 2011 GO Ref	Projected Water 2020 GO Note	Projected Sewer 2020 GO Note	Total Debt Service	Total Debt Coverage	
		Water/Sewer \$1,820,000	Water/Sewer \$3,829,410	Water/Sewer \$2,658,510									
2020	450,285	138,191	196,538	136,443	471,173	0.96	\$1,575,000	2,793	5,446			479,412	0.94
2021	450,285	140,332	196,538	136,443	473,313	0.95		2,794	5,448			523,058	0.86
2022	450,285	137,380	196,538	136,443	470,361	0.96				20,752	20,752	523,871	0.86
2023	450,285	139,335	196,538	136,443	472,317	0.95		2,010	3,920	23,790	23,790	519,157	0.87
2024	450,285	136,199	196,538	136,443	469,180	0.96				23,420	23,420	515,260	0.87
2025	450,285	137,970	196,538	136,443	470,951	0.96				23,040	23,040	516,251	0.87
2026	450,285	139,557	196,538	136,443	472,538	0.95				22,650	22,650	517,038	0.87
2027	450,285	140,959	196,538	136,443	473,940	0.95				22,250	22,250	517,620	0.87
2028	450,285	137,269	196,538	136,443	470,250	0.96				21,840	21,840	513,070	0.88
2029	450,285	138,487	196,538	136,443	471,468	0.96				21,410	21,410	513,388	0.88
2030	450,285	139,520	196,538	136,443	472,501	0.95				20,960	20,960	512,991	0.88
2031	450,285	140,369	196,538	136,443	473,350	0.95				20,245	20,245	473,350	0.95
2032	450,285	141,033	196,538	136,443	474,014	0.95						474,014	0.95
2033	450,285	136,605	196,538	136,443	469,586	0.96						469,586	0.96
2034	450,285	137,085	196,538	136,443	470,066	0.96						470,066	0.96
2035	450,285	137,380	196,538	136,443	470,361	0.96						470,361	0.96
2036	450,285	137,491	196,538	136,443	470,472	0.96						470,472	0.96
2037	450,285		196,538	136,443	332,981	1.35						332,981	1.35
2038	450,285		196,538	136,443	332,981	1.35						332,981	1.35
2039	450,285		196,538	136,443	332,981	1.35						332,981	1.35
2040	450,285		196,538	136,443	332,981	1.35						332,981	1.35
2041	450,285		196,538	136,443	332,981	1.35						332,981	1.35
2042	450,285		196,538	136,443	332,981	1.35						332,981	1.35
2043	450,285		196,538	136,443	332,981	1.35						332,981	1.35
2044	450,285		196,538	136,443	332,981	1.35						332,981	1.35
2045	450,285		196,538	136,443	332,981	1.35						332,981	1.35

	Total - 2018	Sewer 2018	Water 2018
Operating Revenues	1,014,516	554,965	459,551
Operation & Maintenance	556,979	352,487	204,492
Depreciation	414,237	239,126	175,111
Taxes	12,322	6,503	5,819
Operating Expenses	983,538	598,116	385,422
Operating Income	30,978	(43,151)	74,129
Plus: Investment Income	5,070	2,660	2,410
Plus: Depreciation	414,237	239,126	175,111
<b>Amount Available for Debt Service</b>	<b>\$450,285</b>	<b>\$198,635</b>	<b>\$251,650</b>

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Approved on 5/13/19 #21-01 thru #21-12.	Approved 6/10/19 #21-13 thru #21-26	Provisional Approved 6/6/19 #21-27 expires 8/5/19.	Provisional Approved 6/18/19 #21-28 expires 8/17/19		Provisional Approved 6/20/19 #21-30 expires 8/19/19	Approved 7/8/19 #21-27 thru #21-31	P I C K E D
Provisional Approved 7/2/19 #21-32 thru #21-33 expires 8/31/19	Provisional Approved 7/11/19 #21-34 expires 9/9/19	Provisional Approved 7/23/19 #21-35 expires 9/19/19	Approved on 8/12/19 #21-32 thru #21-35		Provisional Approved 9/5/19 #21-36 expires 11/4/19	Provisional Approved 9/11/19 #21-37 expires 11/10/19	
Approved 10/14/19 #21-36 thru #21-37	Provisionals Approved 10/3/19 #21-38 & #21-39 expire 12/2/19	Provisional Approved 10/4/19 #21-40 expires 12/3/19	Approved 11/18/19 #21-38 thru #21-40		Provisional Approved 11/5/19 #21-41 expires 1/4/20	Provisional Approved 11/6/19 #21-42 expires 1/5/20	
Provisional Approved #21-43 11/25/19 expires 1/24/20	Approved 12/9/19 #21-41 thru #21-43	Provisional Approved 12/5/19 #21-44 expires 2/3/20	Provisional Approved 12/6/19 #21-45 expires 2/4/20		Approved 1/13/20 #21-44 & #21-45	Provisional Approved 1/29/20 #21-46	
Provisional Approved 1/30/20 #21-47	Approved 2/10/20 #21-46 & #21-47	Not Approved 2/10/20 #21-48	Provisional Approved 2/13/20 #21-49		Pending Approval 3/9/20 #21-49		
LAST NAME	FIRST NAME	MIDDLE NAME	MAIDEN OR PREVIOUS NAME	P A I D	PLACE OF BUSINESS	RENEWAL OR NEW LICENSE	U P
Reese	Wendy	Carolyn	Deerly	X	Roaming	Renewal #21-01	X
Stensvad	Lois	Janet		X	DaLou's Bistro	Renewal #21-02	X
Gray	Teresa	Ann		X	Roaming	Renewal #21-03	X
Vernon	Louise	Annette	Faulkner	X	LkSupView Golf	Renewal #21-04	X
Brevak	Donnalee	Marie	Faulkner	X	LkSupView Golf	Renewal #21-05	X
Brevak	Dale	Arden		X	LkSupView Golf	Renewal #21-06	X
Larson	Kristy	Anne	Roy	X	Hansen's IGA	Renewal #21-07	X
Wilcox	Cameron	Ross		X	Hansen's IGA	Renewal #21-08	X
Currier	Lynn	Marie		X	Hansen's IGA	Renewal #21-09	X
Burton	Magenta	Ivy		X	Hansen's IGA	Renewal #21-10	X
Stadler	Robert	Lee		X	Patsy's Bar & Grill	Renewal #21-11	X
Doman	Daniel	Todd		X	The Snug	Renewal #21-12	X
Sundquist	Roberta	Lee		X	Midland Services	Renewal #21-13	X
Defoe	Kelsey	Jaqueline		X	Holiday	Renewal #21-14	X
Ochsenbauer	James	Edward		X	Holiday	Renewal #21-15	X
Lawyer	Rose	Marie		X	Harbor View	Renewal #21-16	X
Wolf	Colette	Suzanne		X	Harbor View	New #21-17	X
Ainsworth	Terri	Lea		X	Holiday	Renewal #21-18	X
Eder	Kenneth	George		X	Roaming	Renewal #21-19	X
Weaver	Mary	Johanna		X	LkSupView Golf	Renewal #21-20	X
Johnson	Jamie	Lynne		X	Patsy's Bar & Grill	Renewal #21-21	X
Carcoba-Defoe	Irene			X	Patsy's Bar & Grill	Renewal #21-22	X
Beagan	John	David		X	Stagenorth	Renewal #21-23	X
Jack	Millie	Deactivated		X	Checkerz	Renewal #21-24	
Woodworth	Elizabeth	Loring		X	Stagenorth	Renewal #21-25	X
Jacobson	Mavis	Jill-Marie		X	A Nickel's Worth	Renewal #21-26	X
Belanger	Francois	Joseph		X	Taphouse	Provisional #21-27	X

