

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



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

To: President: Carl Broberg
VP: John Baregi
Don Swedberg

Bradley Lemire
Nick Suminski
City Administrator

Mary McGrath
Rodger Reiswig
Marina Manager

NOTICE OF HARBOR COMMISSION MEETING

DATE: Wednesday, October 17, 2018
TIME: 5:30 P.M.
LOCATION: Washburn City Hall – 119 Washington Avenue

Agenda

- A. Call to Order – Roll Call
- B. Approval of Minutes of the September 19 and October 3, 2018 Meetings
- C. Public Comments
- D. Treasurer's Report
 - 1. Payment of Invoices
- E. Slip Transfers –
 - 1. Slip #41 Schumacher/Oashiem
- F. Marina Manager's Report
 - 1. September Financial Reports
- G. Discussion & Action on Request for Coal Dock Usage Agreement with Nichevo Ferry Lines, Inc.
- H. Discussion of Drainage Issue from Storage Buildings
- I. Discussion & Action on Recommendation Related to Zoning of Current Storage Buildings
- J. Update on Dock 3 Utility Upgrade Project
- K. Update on Electrical Upgrade Project for All Docks
- L. Update on Coal Dock Rehabilitation Project
- M. Adjourn

Cc: Posted Ashland Daily Press File

SEPTEMBER 19, 2018 HARBOR COMMISSION MEETING

5:30 P.M. WASHBURN CITY HALL – 119 N WASHINGTON AVENUE

Commission Members Present: President Carl Broberg, V.P. John Baregi, Bradley Lemire, Rodger Reiswig, Nicholas Suminski, and Don Swedberg.

Commission Member Absent: Mary McGrath.

Municipal Personnel Present: Scott Kluver, City Administrator/Clerk, Kay Bratley, Deputy Clerk/Treasurer and Michelle Shrider, Marina Manager.

Call to Order – President Carl Broberg called the meeting to order at 5:30 p.m.

Approval of Minutes of the July 29, 2018 Meeting – Baregi moved to approve and place on file the July 29, 2018 Meeting Minutes as amended with 3 corrections as such: the meeting date was July 28, 2018; the spelling of the word wharfs; and Shrider, Marina Manager was present at the meeting and Suminski seconded. Motion carried 5 -1-0, Lemire abstained.

Public Comment – None.

Treasurer's Report – Swedberg made a motion to approve and place on file the Marina Operating Account and the Harbor Passbook reports and Baregi seconded. Motion carried 6-0

1. **Payment of Invoices** – Baregi moved to approve Graybar invoices #9305455441, 9305478282, 9305553370, 9305886127, and 9305985920 for a total of \$14,263.00 and Suminski seconded. Motion carried 6-0. Reiswig moved to approve of International Dock Products, Inc. adjusted invoice #18-054814 for 72 30amp breakers for \$2,242.32; the quotation P5645 for \$2,087.12 and motion amended to include sample invoice #18-054814 for \$151.93 and Swedberg seconded. Motion carried 6-0. Baregi moved to approve Spears, Carlson & Coleman S.C. invoice #14784 for \$250.00 and Suminski seconded. Motion carried 6-0. Swedberg moved to approve Smithgroup JJR invoices #132525 for \$13,580.00 and #133137 for \$63,920.00 and Baregi seconded. Motion carried 6-0. Reiswig moved to approve T & D Enterprises, LLC invoice #2699 for \$1,014.34 and Lemire seconded. Motion carried 6-0. Suminski moved to approve Café Coco invoice #1211 for \$101.00 and Reiswig seconded. Motion carried 6-0.

Slip Transfers – Reiswig moved to approve the transfer of slip #40 from Fleig to Mager and Baregi seconded. Motion carried 6-0.

Marina Manager's Report – Shrider stated she is anticipating complaints from boaters with the ground fault compliant change that it doesn't work; she will begin educating the boaters about the difference with electrical wiring on boats vs. home concerning appliances and such with mailings and emails.

1. **July and August Financial Reports** – Shrider stated we had a good summer and the August Financial shows we are on track with a 17.07% budget surplus and 14.87% ahead of last year at this time; the service department was a little slow compared to last year; the Ship Store did better than last year, fuel sales were up by 38%, maybe due to weather. Suminski moved to accept and place on file the July and August Financial Reports and Baregi seconded. Motion carried 6-0.
2. **Report on Travelift Inspection** – Shrider stated to inform the new members the inspection is done annually and the slings will always be on the report needing to be replaced; we don't use Travelift brand and the 12" set of 10 slings, which is what the unit is inspected for are in storage and are very seldom used; we use two 8" slings which are industry standard and are replaced every two years. Shrider stated she had 3 errors on her list of items that can be done in-house, which cannot be done in house, the first one is item #7 to replace all worn/loose drive sprockets and chains which has been on the report for the last 3 years, we should look to budget this item as the parts are estimated at \$20,000.00; Shrider stated the tires showed up on this inspection as being weathered and

cracking, in our eyes they look fine and we will monitor them, as we do the slings. Shrider stated the second one that cannot be done in house is item #10 L2 motor leak is a pump that works, but leaks hydraulic fluid all the time, it was re-sealed by Travelift at the marina, but did not hold and the pump is not available any more so we will send it to Travelift for analysis and repairs over winter. Shrider stated the other is item #15 replace several leaking/seized lines and swivels that hold the hydraulic lines together. Shrider stated they are a moderately moving part that are showing age which do not need to be done at this time, but will monitor them. Shrider stated the travelift needs to be painted however the opportunity for a window of time to do that has not been there. Shrider stated every year the comment we get on the inspection is "for a unit that age it is in really good shape" and she believes we will get another 20 years out of the travelift.

3. **Report on Fuel Tank Inspection** – Shrider stated the State Inspector did not come to the marina this year, however everything is working fine.
4. **Discussion and Action on Replacement of Heat Pumps** – Shrider stated this issue came up last spring when we realized the heat pump in the tool room was not working and the shower room heat pump, which needs to be heated all winter long, was also making noise. Shrider stated Cady Plumbing estimated \$1,000.00 to fix the issues, which has been done.

Discussion and Action on Property Insurance Coverage – Kluver stated the other insurance company, Coverra, would cover the marina but would also need to cover the entire city properties, and we are not in a position to do that this year, it would be quite a process but could be done in the future. Kluver stated our current insurance company, Municipal Property Insurance Company (MPIC) is offering two endorsements to buy back two of the exclusions at a cost of approximately \$10,000.00 annually. Kluver stated we have insurance on all of our docks, piers and so forth, except the exclusions are any damage caused by freezing/thawing, impact of water craft, pressure/weight of ice/water whether driven by wind or not and erosion/deterioration whether gradual or sudden. Discussion occurred concerning the two possible endorsements offered. Baregi made a motion not to accept either insurance endorsements and Swedberg seconded the motion. Motion carried 6-0.

Discussion and Action on Proposed 2019 Harbor Commission Budget/Capital Improvements – Kluver stated this is the proposed budget for the Harbor Commission, not to be confused with the marina budget; the bulk of revenue comes from the slip fees which we did not propose any changes until next year; bumped up interest earned on investments since rates have gone up and our fund balance is higher. Kluver stated on the expense side we can lower the proposed amount for insurance back to last year's amount since neither proposed endorsement on property insurance was accepted; the Principal & Interest line items will be adjusted since we have received the actual statement for principal which is \$29,118.00 and interest is \$14,169.00 for our share of \$350,000.00 of the coal dock loan over the next 10 years assuming we will stay within the \$750,000.00 loan amount for the repairs; the approximate \$10,000.00 adjusted off the Insurance line item can be added to the Capital Project line item which will be approximately \$21,000.00 available, however we currently have no capital projects proposed at this time. Kluver stated there are other variables such as the circuit breaker upgrade project, Dock 3 project, how far off we may be depending on the bids for the coal dock project and wage/benefits have not been all settled out yet. Suminski made a motion to approve the Proposed 2019 Harbor Commission Budget/Capital Improvements as amended and Swedberg seconded. Motion carried.

Overview of Wisconsin Commercial Ports Association Annual Meeting – Broberg stated he attended the Wisconsin Commercial Ports Association Annual Meeting held on Barker's Island on August 16th and 17th; he believes we need to monitor this organization because of our commercial dock aspect and participate in the annual meetings; they also asked if we would host the annual meeting in 2020. Broberg stated apparently he is on their Board and they asked for an overview of our dock rehabilitation project. Broberg stated they discussed several grants such as the Harbor Assistance grant, Fixing American's Surface Transportation grant (FAST) which can be used in conjunction with the Harbor Assistance grant and the Transportation Economic Assistance grant (T Grant) which provides a grant of \$5,000.00 per job created by a commercial port. Broberg stated they discussed a lot about economic development going forward concerning the use of commercial ports with the need to consider buildings, zoning and road access. Broberg stated they discussed cruise ships on the Great Lakes but have issues such as the cruise ships are not seaway compliant, customs and immigrations issues and ports that are not setup to receive cruise ships.

Update and Discussion on Coal Dock Usage Agreement with JF Brennan – Kluver stated we received a request to use the dock from JF Brennan that is co-working with Nelson Construction on a project; they will be trans loading and storing material for one month.

Update on Dock 3 Utility Upgrade Project – Broberg stated the pedestals are here, most of the components for the ground fault circuit breaker swap out are here and the lumber will be delivered tomorrow; a change order will need to be done for swapping out the circuit breakers on the pedestals as they are installed.

Update on Electrical Upgrade Project for All Docks – Broberg stated there are 28 30amp circuit breakers still on back order, all the other components have been shipped including the 3 pedestals for the outside wall to be replaced. Broberg stated when the components arrive we will get in touch with the electrician to start switching them out; once the switch out is done and the completion of pier 3 is done, we will be 100% compliant with the new code.

Update on Coal Dock Rehabilitation Project – Set Special Meeting Date for Award of Contract – Kluver stated the bollards proposed on the plan on that side are not an alternate, when bid prices come in additional bollards will be a decision that will need to be made; should we have cruise ships moor on that side, these bollards are not specified for that type of vessel so there could be issues. Kluver stated tomorrow there will be a bidder's conference held in the Boater's Lounge at the marina; his last talk with the engineer stated six companies have taken out bids; a meeting with the engineers was arranged in advance of the bidder's conference to go over details to make sure we are all on the same page such as the staging areas, access issues and so forth. Kluver stated bids will be received by September 27, 2018 by 2 p.m. and opened that day. Kluver will confirm the tentative special meeting for October 3, 2018 at 5:30 p.m. upon receiving more bid information in order to award the bid. Reiswig asked what the surface of the repaired section of dock will be and Kluver stated it will be gravel with the intention to raise the entire surface of the dock since a deadman on the other side of the dock is exposed. Suminski asked if there was any thought about the surface gravel with splash over onto the dock will wash out the gravel and Kluver stated he will ask that question of the engineer. Baregi stated a place will be needed for the ice fisherman to park this winter during construction. Kluver stated a notice will go out to inform residents concerning the dock closure. Shrider will coordinate a plan for parking at the marina for ice fishermen this winter rather than the coal dock. Broberg stated we need to discuss the zoning issue and drainage issue behind the storage buildings at a future meeting.

Adjourn – Baregi moved and Swedberg seconded motion to adjourn. Motion carried 6-0 at 7:07 p.m.

Respectfully Submitted,
Kay Bratley, Deputy Clerk/Treasurer

OCTOBER 3, 2018 SPECIAL HARBOR COMMISSION MEETING

5:30 P.M. WASHBURN CITY HALL – 119 NORTH WASHINGTON AVENUE

Commission Members Present: President Carl Broberg, John Baregi, Bradley Lemire, Mary McGrath, Rodger Reiswig, Nicholas Suminski and Don Swedberg.

Municipal Personnel Present: Scott Kluver, City Administrator/Clerk, and Kay Bratley, Deputy Clerk/Treasurer.

Municipal Personnel Absent: Michelle Shrider, Marina Manager.

Call to Order – President Carl Broberg called the meeting to order at 5:30 p.m.

Public Comment – None.

Discussion and Action on Award of Bid and Approval of Contract with Lowest Responsible Bidder for the Coal Dock Rehabilitation Project - Kluver stated we had seven bids for the project and Michels Foundations was the lowest bid at \$1,582,370.00 including the alternates, the grant amount is just under \$1.3 million and we borrowed \$750,000.00 which puts our project budget just over \$2,000.00. Kluver stated the two alternates are: 1) to place 4 mooring bollards on that side of the dock which cost \$46,800.00, and 2) additional gravel and grading will cost \$112,700.00 to raise the surface of the entire dock. Kluver stated the contingency fund is 15% which equals \$216,300.00 in the fund. Kluver stated SmithGroup JJR will have a person on site on an average of 3 days a week to monitor the project which is included in the cost. Suminski made a motion to accept Michels Foundations bid with the two alternate bids on the project and approve the contract and Baregi seconded. Motion carried 7-0. Kluver stated a representative should be designated to oversee the project. Baregi moved to have Kluver and Broberg will be the representatives for this project and Suminski seconded. Motion carried 7-0.

Adjourn – Reiswig moved and Lemire seconded motion to adjourn. Motion carried 7-0 at 5:50 p.m.

Respectfully Submitted,
Kay Bratley, Deputy Clerk/Treasurer

12/31/2017 Balance Carried Forward	\$302,313.65
12-Jan Bremer Bank Loan	-8,732.16
Smith Group JJR	-875.00
January Fringe	-104.34
26-Jan Slip Tansfer Fee	100.00
31-Jan Slip Tansfer Fee	100.00
31-Jan Interest	73.85
16-Feb Wis. DNR	-1,350.00
International Dock Products	-8,646.80
Daily Press-Decking Project Ad	-322.40
February Fringe	-104.34
Wis. Harbor Towns Assoc. -Dues	-250.00
Pine Ridge Land Surveying, LLC	-700.00
Payroll January/February	-1,419.22
T&D Enterprises, LLC	-1,500.00
23-Feb Slip Tansfer Fee	100.00
28-Feb Interest	59.29
15-Mar Trust Fund Loan	-18,381.46
International Dock Products	-9,959.40
March Fringe	-104.34
28-Mar Bremer Bank Loan	-283.48
MSA	-6,230.86
31-Mar Interest	84.92
6-Apr Slip Fees	2,618.38
Sales Tax	146.78
Annual Fee	100.00
11-Apr Slip Fees	1,248.00
Annual Fee	50.00
Sales Tax	71.39
19-Apr Washburn Chamber-Membership	-85.00
March Payroll	-1,338.57
19-Apr Register of Deeds-Mick Slip Recording Fee	-30.00
20-Apr Slip Fees	16,221.25
Annual Fee	600.00
Sales Tax	918.05
26-Apr Slip Fees	14,092.00
Sales Tax	805.30
Annual Fee	550.00
30-Apr Slip fees	18,660.18
Sales Tax	1,023.98
Annual Fee	600.00
30-Apr Interest	86.37
4-May Slip Tansfer Fee	100.00
10-May Slip Fees	19,116.00
Sales Tax	1,136.61
Annual Fee	750.00
Nelson Dock Rent	625.00
15-May Slip Fees	17,622.80
Sales Tax	1,007.74
Annual Fee	700.00
16-May May Fringe	-104.45
Lake Effect Builders	-11,940.00
Washburn Marina-Parts Washer	-1,599.00
April Payroll	-768.11
25-May Slip Fees	26,577.20
Sales Tax	1,516.74
Annual Fee	1,000.00
Profit Share	111,143.18

31-May Slip Fees	9,422.40
Annual Fee	350.00
Sales Tax	537.47
Interest	122.15
20-Jun May & June Payroll	-1,523.66
Sales Tax	-7,164.06
June Fringe	-104.45
Lettertech, Inc.	-1,472.00
20-Jun Slip Fees	3,442.40
Sales Tax	197.58
Annual Fee	150.00
22-Jun Slip Fees	2,802.80
Sales Tax	159.65
Annual Fee	100.00
30-Jun Interest	160.39
6-Jul Slip Fees	751.55
Annual Fee	50.00
Sales Tax	43.93
9-Jul PECFA Reimbursment	5,919.32
10-Jul Bremer Bank Loan	-8,617.86
Wi. Ports Association	-200.00
July Finge	-104.45
13-Jul Slip Fees	108.24
Slip Tansfer Fee	100.00
23-Jul Sales Tax	-401.16
Dredging Permit	-310.58
31-Jul Interest	164.62
22-Aug July Payroll	-793.36
August Fringe	-104.45
C & W Trucking	-2,900.00
Smith Group JJR	-13,580.00
Daily Press-coal dock project	-549.20
Graybar Inv. 9035478282	-9,005.00
Graybar Inv. 9305455441	-3,730.00
Graybar Inv. 9305553370	-1,208.00
International Dock Products 50% down breaker panels	-2,242.32
International Dock Products 50% down Pedestals	-2,087.12
International Dock Products Inv. 18-054814	-151.93
31-Aug Interest	159.79
19-Sep September Fringe	-104.45
Graybar	-122.00
T&D Enterprises, LLC	-1,014.34
Smith Group JJR	-63,920.00
Soears, Carlson & Coleman S.C	-250.00
August Payroll	-1,152.16
30-Sep Interest	139.31
1-Oct Loan Proceeds	750,000.00

Balance as of 10/8/18

\$1,119,158.78

Marina Operating Account 2018

12/31/2017 Balance Carried Forward		184,549.56
2-Jan Ck# 676	Washburn Marina	-12,898.00
5-Jan	Deposit	13,525.45
8-Jan Ck# 677	Washburn Marina	-12,897.00
12-Jan	Deposit	16,450.14
15-Jan Ck# 678	Washburn Marina	-12,897.00
	Sales Tax	-3,334.63
22-Jan Ck# 679	Washburn Marina	-12,897.00
26-Jan	Deposit	78,929.44
29-Jan Ck# 680	Washburn Marina	-12,897.00
31-Jan	Deposit	5,363.83
31-Jan	Interest	1.59
5-Feb Ck# 681	Washburn Marina	-17,284.00
12-Feb Ck# 682	Washburn Marina	-17,284.00
16-Feb	Deposit	46,697.67
19-Feb Ck# 683	Washburn Marina	-20,237.84
23-Feb	Deposit	17,813.96
26-Feb Ck# 684	Washburn Marina	-17,283.00
28-Feb	Deposit	4,501.00
28-Feb	Interest	1.72
5-Mar Ck# 685	Washburn Marina	-15,581.00
9-Mar	Deposit	14,158.28
19-Mar Ck# 686	Washburn Marina	-15,581.00
	Sales Tax	-3,030.10
26-Mar Ck# 587	Washburn Marina	-15,579.00
26-Mar	Deposit	51,663.22
31-Mar	Interest	1.86
2-Apr Ck# 688	Washburn Marina	-5,000.00
2-Apr Ck# 689	Harbor Commission Slip Fee	-800.00
6-Apr	Deposit	14,188.17
9-Apr Ck# 690	Washburn Marina	-5,000.00
11-Apr	Deposit	23,301.28
16-Apr Ck# 691	Washburn Marina	-13,323.00
20-Apr	Deposit	19,971.13
23-Apr Ck# 692	Washburn Marina	-13,323.00
26-Apr	Deposit	13,436.50
30-Apr	Deposit	12,146.20
30-Apr	Interest	2.15
1-May Ck# 693	Washburn Marina	-18,672.00
1-May Ck# 694	Sales Tax	-2,250.83
7-May Ck# 695	Washburn Marina	-18,672.00
10-May	Deposit	40,640.50
14-May Ck# 696	Washburn Marina	-18,672.00
15-May	Deposit	9,852.61
18-May Ck# 697	Marina Management	-90,673.62
18-May Ck# 698	Washburn Marina	-18,672.00

	Sales Tax	-7,959.15
18-May Ck# 699	Harbor Commission	-111,143.18
25-May	Deposit	28,692.60
29-May Ck# 700	Washburn Marina	-18,670.00
31-May	Deposit	18,322.61
31-May	Interest	1.74
4-Jun Ck# 701	Washburn Marina	-21,673.00
11-Jun Ck# 702	Washburn Marina	-21,673.00
18-Jun Ck# 703	Washburn Marina	-21,673.00
	Sales Tax	-7,105.09
18-Jun Ck# 704	Washburn Marina Seasonal Rent	-58,761.90
18-Jun	Deposit	37,151.71
21-Jun	Deposit	15,464.98
22-Jun	Deposit	28,613.84
25-Jun Ck# 705	Washburn Marina	-21,673.00
29-Jun	Deposit	21,776.03
30-Jun	Interest	0.37
2-Jul Ck# 706	Washburn Marina	-18,515.00
6-Jul	Deposit	38,527.43
9-Jul Ck# 707	Washburn Marina	-18,515.00
16-Jul Ck# 708	Washburn Marina	-18,515.00
	Sales Tax	-4,426.62
13-Jul	Deposit	30,706.18
20-Jul	Deposit	16,412.68
23-Jul Ck# 709	Washburn Marina	-18,515.00
30-Jul Ck# 710	Washburn Marina	-18,513.00
31-Jul	Deposit	30,757.75
31-Jul	Interest	0.33
3-Aug Ck# 711	Washburn Marina	-20,131.00
3-Aug	Deposit	26,293.37
13-Aug Ck# 712	Washburn Marina	-20,131.00
17-Aug	Deposit	57,483.25
20-Aug Ck# 713	Washburn Marina	-20,131.00
	Sales Tax	-4,303.28
27-Aug Ck# 714	Washburn Marina	-20,131.00
30-Aug	Deposit	22,555.36
31-Aug	Interest	0.52
4-Sep Ck# 715	Washburn Marina	-19,128.00
4-Sep	Deposit	17,847.62
10-Sep Ck# 716	Washburn Marina	-19,128.00
17-Sep Ck#717	Washburn Marina	-19,128.00
	Sales Tax	-5,136.29
19-Sep	Deposit	41,097.07
24-Sep Ck#718	Washburn Marina	-29,128.00
25-Sep Ck# 719	Washburn Marina	-10,000.00
27-Sep	Deposit	17,053.60
30-Sep	Interest	0.47
1-Oct Ck# 720	Washburn Marina	-14,516.00
5-Oct	Deposit	17,091.91

8-Oct Ck#721 Washburn Marina

-14,516.00

Balance as of 10/8/18

35,470.15

Cady Plumbing and HVAC LLC
 31160 Birch Grove Rd
 Washburn, WI, 54891

Invoice

Date	Invoice #
10/10/2018	4884

Bill To
Washburn Harbor Commission PO Box 638 Washburn WI 54891

P.O. No.	Terms	Project
	DUE ON RECEIPT	

Quantity	Description	Rate	Amount
1	LABOR Master Plumber #922139 Adrien on 8/21/2018	90.00	90.00
1	LABOR Tech Jerry on 8/21/2018 * Replaced pumps. * Found other things wrong.	65.00	65.00
5	LABOR Master Plumber #922139 Adrien on 9/7/2018	90.00	450.00
5	LABOR Tech Jerry on 9/7/2018	65.00	325.00
4	COPPER PIPE FITTING: 3/4" (Swt coupling)	3.50	14.00
1	COPPER PIPE FITTING: 3/4" Swt tee	7.50	7.50
1	COPPER PIPE FITTING: 3/4" Swt adapter	7.50	7.50
4	BOILER: 3/4" sweat isolation flange	64.14	256.56
2	BOILER: Grundfos boiler pump 3 SPEED	145.75	291.50
1	COPPER PIPE FITTING: Swt boiler drain	15.00	15.00
1	Romax Connector * CHANGED 2 PUMPS * REMOVED CLOGGED FLOW VALVE (REASON FOR LOW FLOW TO TOOL ROOM)	1.00	1.00
<p>HEAT PUMPS TOOL ROOM SHOWERS</p>			

Thank you for your business.

Total	\$1,523.06
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Phone #	Fax #	E-mail
715-373-2378	715-373-0646	cadyplumbing@yahoo.com

Payments/Credits	\$0.00
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Balance Due	\$1,523.06
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INVOICE

SMITHGROUP

SMITHGROUP, INC

201 Depot Street, Second Floor
Ann Arbor, MI 48104
T 734.669.2736 F 734.780.8467
smithgroup.com

September 27, 2018

Project No: 10818

Invoice No: 0133840

Invoice Total \$42,350.00

Mr. Scott Kluver
City Administrator
City of Washburn, Wisconsin
119 Washington Ave
PO Box 638
Washburn, WI 54891

Professional Services from July 28, 2018 to August 31, 2018

Contract 000 Washburn Coal Dock Rehabilitation Construction Documents and Contract Administration

Fee

Billing Phase	Fee	Percent Complete	Total Earned
Task 1	40,000.00	45.00	18,000.00
Task 2 and 3	135,800.00	75.00	101,850.00
Task 4	76,300.00	0.00	0.00
Total Fee	252,100.00		119,850.00
		Previous Fee Billing	77,500.00
		Current Fee Billing	42,350.00
		Total Fee	42,350.00
		Total this Contract	\$42,350.00
		Total this Invoice	<u>\$42,350.00</u>

"BE GREEN" - to receive your invoices via e-mail, please contact Kim at the number above

SmithGroup PM Heather Brose

DUE AND PAYABLE UPON RECEIPT

Electronic Payments: SmithGroup, Comerica Bank (CMCA) #072000096, Account #1850611219

INVOICE



2601 WEST SUPERIOR ST
DULUTH MN 55806-1836

Invoice Questions Please Call or Email

218-529-2100 or ARQuestions@graybar.com

Invoice No: 9306270951
Invoice Date: 09/20/2018
Account Number: 0000105130
Account Name: CITY OF WASHBURN

Remit Payments To:

GRAYBAR ELECTRIC CO.
12437 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-2437

7382 1 AB 0.408 E0373X I0676 D4051206922 S2 P5730158 0001:0001



CITY OF WASHBURN
PO BOX 638
WASHBURN WI 54891-0638

Ship to:
CITY OF WASHBURN
WASHBURN MARINA
1 MARINA DRIVE
WASHBURN WI 54891-4545

Order No: 2018-01						SO#: 364550064
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
0364550064			09/18/2018	FACTORY		
Signed For By:						

Quantity	Catalog # / Description	Unit Price / Unit	Amount
1	LOT SQUARE D COMPANY INC SCHNEIDER ELECTRIC USA INC	2117.00 / 1	2,117.00
	Consisting of:		
28	QO130EPD SCHNEIDER ELECTRIC USA INC		

[Handwritten Signature]
09/26/18
210-00-53540-4510-0000

Terms of Payment

Net 30 Days

As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total	2,117.00
Freight & Handling	0.00
Tax	0.00
Total Due	2,117.00

SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTED ON WWW.GRAYBAR.COM.



P.O. Box 482
Washburn, WI 54891

NOTIFICATION OF PENDING SLIP ASSIGNMENT

Date of Offer: 9/27/18

Slip Description: Pier 1, Slip #41, Size: 17' x 50'

Offered Price: \$20,000.00

Terms:

Maintenance Fees Due by Buyer: not applicable

Slip Rental Proceeds Due to Buyer: not applicable

Registration Fees Paid by: Buyer

Seller: Cindy Schumacher

Buyer: Greg Oashiem

Transfer Processed by: Washburn Marina

RESPONSE REQUIRED BY: October 17, 2018

Greetings Washburn Harbor Commission:

You are being advised of the above pending slip sale to a non-slip holder. Please consider this Assignment of Boat/Slip and render your authorization or decline no later than the Response Required By date as indicated above.

Sincerely,

Michelle Shrider, CMM
General Manager

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



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

To: Harbor Commission Members
From: ^{SK} Scott J. Kluver, Administrator
Re: Request for Use of "Section D" of Coal Dock
Date: October 11, 2018

Enclosed you will find the request of Nichevo Ferry Lines, Inc. for the use of space on the coal dock for the transloading of materials.

At this time, the Harbor Commission has the outer three spaces under agreement already, and those agreements are subject to renewal. The only section available is section "D" which is the first section when entering the dock (area where the City currently is storing its own rocks). Most, if not all, of the City rocks will be utilized for some portion of the project or to reinforce the drive out to the dock. Also know that prior to the completion of the "Coal Dock Rehabilitation Project" all areas will need to be cleared so that the grading of the entire dock can be completed. Because of these issues, any agreement that may be approved should not commence sooner than May 1, 2019.

The Harbor Commission may also wish to consider that with the dock in higher demand than we have seen in years, that a restriction be put on this space for transloading only, not for storage of materials. This would allow for use of the space by Nichevo, but also allows the space to be utilized by the City for other projects that may occur and for any emergency usage that may be needed.

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

washburnadmin@cityofwashburn.org

From: Nichevo Ferry Lines, Inc. <nichevoferrylines1@gmail.com>
Sent: Thursday, September 13, 2018 3:19 PM
To: washburnadmin@cityofwashburn.org
Subject: coal dock space rental
Attachments: City Dock Washburn request.pdf

Dear Mr. Kluver - City of Washburn Administrator,

Per our phone conversation, I am requesting to rent a dock space on the city dock for loading and off loading of materials.

Thank you for your consideration.

Sincerely,

Wayne Nelson, President
Nichevo Ferry Lines, Inc.
Cell: 715-205-5000

NICHEVO FERRY LINES, Inc.

DBA Bayfield Dirt
89850 Old County Hwy K
Bayfield, WI 54814
Phone: 715-779-5031
Info@BayfieldDirt.com
www.BayfieldDirt.com

City of Washburn
Attn: Scott J. Kluver – City Administrator
P O Box 638
Washburn, WI 54891

September 13, 2018

Dear Mr. Kluver,

We would like to request a dock space on the City of Washburn dock for loading and off-loading materials.

Thank you for your consideration.

Sincerely,



Miroslava Nelson, Secretary
Nichevo Ferry Lines, Inc.

DRAFT

**AGREEMENT BY AND BETWEEN THE
HARBOR COMMISSION
OF THE
CITY OF WASHBURN
AND NICHEVO FERRY LINES, INC.**

THIS NONEXCLUSIVE AGREEMENT (hereinafter referred to as the “Agreement”) by and between the Harbor Commission of the City of Washburn, Bayfield County, Wisconsin (hereafter referred to as the “Commission”) and Nichevo Ferry Lines, Inc., Wisconsin (hereafter referred to as the “User”) is hereby made effective on May 1, 2019.

WITNESSETH:

WHEREAS, the Commission has available a Dock at the Port of Washburn for the transloading and storage of bulk materials; and,

WHEREAS, this Agreement is intended to provide for certain duties and responsibilities of the Commission and User for use of the Dock.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**ARTICLE 1
COMMISSION COVENANTS**

The Commission hereby covenants and agrees that it will:

Section 1.1 Use. Give the User free and unrestricted use of all /part of the Dock as described in the Addendum, by User, within the conditions, covenants, requirements, and responsibilities of this Agreement. City allows use of the Dock to the User “as is” and makes no representations as to its suitability or fitness to bear the weight of vehicle traffic and rock storage and movement.

Section 1.2 Access. Give the User vehicle access to the Dock, contingent upon applicable local street, road and highway load limits, however, the Commission and City will have the authority to determine the local roads the User shall be permitted to utilize to access the Dock.

ARTICLE II

Draft 10/11/18

USER COVENANTS

The User hereby covenants and agrees that it will:

Section 2.1 Responsibilities. Abide by the restrictions and responsibilities established by this Agreement.

Section 2.2 Insurance. Shall provide the Commission with a certificate of liability insurance indicating public liability insurance with limits of liability no less than the amount set forth in the Addendum, and naming both the Washburn Harbor Commission and the City of Washburn as additional insureds, and maintain such insurance coverage for the term of the agreement. User agrees that at no time will materials be stored on the Dock prior to the Commission's receipt of the required certificate of insurance.

Section 2.3 Material Removal. It will remove all materials from the Dock at the conclusion of the agreement term. If material remains on the Dock charges will apply as provided in the Addendum. In the event that weight restrictions remain on local and county streets, roads and highways at the conclusion of the agreement term, User shall remove said materials not less than two weeks after the removal of weight restrictions by the Bayfield County Highway Commissioner.

Section 2.4 Lawful Storage. It will not place materials on the Dock in any unlawful, or disreputable manner or in a condition which would be considered hazardous by the Commission. In the event materials are stored in a hazardous manner, the User agrees that it shall take immediate steps, upon notification of the Commission, to eliminate any unlawful, disreputable or hazardous condition.

Section 2.5 Hazardous Materials. It will not store any hazardous or toxic materials on the Dock.. It will not allow any debris or other material to enter the waters of Lake Superior, and will immediately report any such incident to the Commission and the Wisconsin Department of Natural Resources (DNR), will remove any such material, will comply with any orders of the DNR or of any other state or federal agency, and will defend, indemnify, and hold the Commission and the City of Washburn harmless for any fines, forfeitures, damages, costs, and fees associated with any such release.

Section 2.6 Permits. It will comply with all local, state and federal regulations related to the storage, transportation, sale and distribution of said storage materials referred to herein and shall be responsible to obtain all licenses and permits necessary for the storage and transportation of said materials. Any violation by User of any permit or license or violation for failure to obtain said permit or license shall be grounds for termination of this Agreement in accordance with Article III. The User agrees that it alone has responsibility to acquire the necessary licenses and permits to carry on its activities on the agreed upon premises of the Commission and that it shall

Draft 10/11/18

hold the Commission and City harmless in the event said licenses and permits are not obtained by the User.

Section 2.7 Post Agreement Condition. It will, upon removal of stored materials on the Dock, leave the Dock surface and structure in as good or better condition than before the storage took place on said Dock. Further, if the Dock or the storage area is damaged by the User, the User agrees to be responsible for the costs of any repairs incurred by the City to the Dock caused by the User.

Section 2.8 Dock Access. It will follow the local roads designated by the Commission and City for access to the Dock and abide by local load and weight restrictions imposed by the Commission and City for local roads and city streets. The User agrees to be responsible for the costs of any repairs to any street or alley damaged by hauling to or from the dock.

Section 2.9 Nuisance Creation. It will not conduct any operation within the agreed upon area of use or in the course of transporting materials to or from the agreed upon area of use area that will create excessive noise, odors, smoke, dust, vibration, industrial waste, toxic matter or other excessive measurable external nuisances in violation of any municipal ordinance or applicable Wisconsin law or regulation. It will transport materials to and from the dock only during the hours specified by the Commission. It will conduct operations on the Dock only during the hours specified by the Commission. The User shall not allow any materials of any sort to fall onto any street or alley of the City or any property adjacent thereto from any truck on its way to or from the Dock, and if any material does so fall, shall remove it immediately, and if it does not remove it immediately shall be liable for the cost to the City for its removal.

Section 2.10 Reports. It will provide reports on the quantities of materials stored on the agreed upon area of use within 15 calendar days of a request submitted to it by the Commission.

Section 2.11. Third-party hauling. The User shall be responsible for compliance with the provisions of this Article II, whether or not any activities undertaken pursuant to this Agreement are undertaken by the User, or by a subcontractor, vendor, purchaser or other.

ARTICLE III PUBLIC INFRASTRUCTURE PROTECTION

Section 3.1. Prevention of spills; cleanup and repair. The User shall take reasonable precautions to prevent rocks, debris, soil or dust from being dropped or spilled from trucks onto roadways within the City limits and to assure that project-related trucking activities are conducted in such a manner that roadways are maintained in good condition for public use, all by and at the expense of the User. If rocks, debris, soil or dust originating from trucks hauling to and from the Dock

Draft 10/11/18

fall into the roadway within City limits, the User shall remove such material immediately and at its expense. If the material is not removed immediately, the City's Director of Public Works shall contact the User and require that the necessary cleanup work occur. If the User fails to respond to said request by 4:00 p.m. of the day the request is made, the City may perform the work at the User's expense. However, if in the opinion of the City's Director of Public Works or its Police Chief, the material presents a public safety hazard, the City may immediately remove the material at the User's expense. The City's Director of Public Works may also require that any damage to a roadway caused by such materials be either temporarily or permanently repaired, or both, and upon User's failure to do so satisfactorily within the time allowed by the City, the City may undertake the repair at the User's expense. The User shall not be obligated to reimburse the City for routine street sweeping expenses or expenses of cleaning dust, debris or mud not originating from trucks hauling to and from the Dock. The City may enforce all applicable provisions of state and local law, including the provisions of Chapter 348 and Sec. 86.01, Wis. Stats., and any ordinances adopted in conformity therewith.

ARTICLE IV TERM, RENEWAL & TERMINATION

Section 4.1 Term. The term of this Agreement shall be as set forth in the Addendum.

Section 4.2 Renewal. All outstanding fees due the Commission shall be paid prior to the Renewal of this Agreement.

Section 4.3 Termination for Non Payment. Should the User fail to remit payments as required in this Agreement, or should the User fail to comply with any other term of this Agreement, the Commission may at its option, immediately terminate this Agreement and order any materials stored on the Dock at the time of termination immediately removed at the sole expense of the User.

Section 4.4 Notice to Terminate. It is understood by both parties that termination of this Agreement for any reason other than Non-Payment requires a written "Notice to Terminate" issued by the terminating party a minimum of thirty days in advance of the effective date of termination.

A. If such "Notice of Termination" should be issued by the Commission, a prorated refund of the Agreement payment shall be returned to the User after taking into account any amounts due the Commission.

B. If such "Notice of Termination" should be issued by the User, the Commission shall not be obligated to return any portion of the Agreement fee paid by the User to the Commission.

Draft 10/11/18

**ARTICLE V
AGREEMENT PAYMENT**

Section 5.1 Fee. The Fee for use of the dock shall be as set forth in the Addendum.

**ARTICLE VI
TRANSFER RIGHTS**

Section 6.1. Transfer Rights. The User may not assign or transfer this agreement, or any of the rights conveyed herein, without written consent of the Commission.

**ARTICLE VII
INDEMNITY**

Section 7.1 Indemnification. The User hereby agrees to indemnify and hold the City, its Commissions, Authorities, Boards, Committees, officers agents, and employees harmless from and against any and all liabilities, obligations, claims damages, injuries, penalties, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorney's fees) imposed upon, incurred by or asserted against the Commission or City during or with respect to the term hereof, arising from the User's use of the Dock or any failure of the User to duly and fully perform or comply with each and all of the terms of this Agreement.

**ARTICLE VIII
NOTICES**

Section 8.1 For the City: All notices and issues involving the terms of this Agreement and payments required of this Agreement shall be directed, on behalf of the City, to:

Scott J. Kluver
City Administrator
City of Washburn
P.O. Box 638
Washburn, Wisconsin 54891
715-373-6160 Extension 4
Fax: 715-373-6148

The City's contact person for issues involving the use of the commercial (coal) dock shall be the office of Public Works Director:

Public Works Director

Draft 10/11/18

City of Washburn
P.O. Box 638
Washburn, Wisconsin 54891
715-373-6171
Fax: 715-373-6148

Section 8.2 For User: All notices to the User shall be directed to:

Wayne Nelson
Nichevo Ferry Lines, Inc.
89850 Old County Hwy K
Bayfield, Wisconsin 54814
715-779-5031
E-mail: Info@BayfieldDirt.com

ARTICLE IX MISCELLANEOUS

Section 9.1. Addendum. The Addendum to this Agreement is made a part hereof and its terms are fully incorporated in this Agreement as if set out in full.

Section 9.2 Amendments. Neither this Agreement nor any of the terms, covenants, or conditions herein may be modified or amended except by an agreement in writing approved and executed by the Commission and User.

Section 9.3 Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable under applicable law, then the remainder of the Agreement shall not be affected.

Section 9.4 Construction. The headings of the paragraphs and subparagraphs of this Agreement are for convenience only and shall in no way affect the construction or effect of any of the terms, covenants, or conditions hereof.

Section 9.5 Interpretation. This Agreement shall be interpreted and applied in accordance with the laws of the State of Wisconsin.

Section 9.6 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon the Commission and User and their respective successors and assigns.

Section 9.7. Forum for Resolution of Disputes. Any dispute between the parties that cannot be amicably resolved shall be resolved in the Circuit Court for Bayfield County, Wisconsin.

IN WITNESS WHEREOF, THE HARBOR COMMISSION OF THE CITY OF WASHBURN has caused this Agreement to be signed by Carl Broberg, its President and countersigned by Scott J. Kluver, Clerk of the City of Washburn, Wisconsin this ??? day of October, 2018.

Carl R. Broberg, Commission President

Scott J. Kluver, Clerk

USER:

By:

Wayne Nelson, President
Nichevo Ferry Lines, Inc.

Date

**ADDENDUM TO AGREEMENT BY AND BETWEEN THE
HARBOR COMMISSION OF THE CITY OF WASHBURN
AND NELSON CONSTRUCTION COMPANY OF LA POINTE, INC.**

1. Insurance.
 - a. General liability. Limits of liability shall be:
Commercial General Liability \$1,000,000 for each occurrence/\$3,000,000 general aggregate
Automobile \$1,000,000
Umbrella \$1,000,000
Workman Compensation – As required by State.

2. Term. Start date: May 1, 2019
End date: April 30, 2020
Special provisions: Term may be extended by mutual agreement. No activities may be conducted on July 4, 5, 6, 26, and 27. No activities may be conducted on Sundays. No activities may be conducted outside the hours of 6:00 a.m. to 8:00 p.m. Monday through Friday, and 6:00 a.m. to 6:00 p.m. on Saturday.

3. Fees.
 - a. Fee for term: \$2.50/ton material over dock; and no storage fee for materials through October 31, 2018. After that date, \$2 per ton of material stored until the end of the term.
 - b. Fee for additional time after end of term: \$75/day for materials stored outside the term of this agreement.
 - c. Special provisions: Documentation of tonnage trans-loaded/stored material shall be provided on a monthly basis.

4. Portion of dock for use:
 - All.
 - Part. Describe: Approximate 120' x 130' area on west side of dock, or Section "D" on Map Exhibit A.

Set forth any load limits: Shall follow established road limits.

5. Dust control: Efforts shall be taken to minimize any dust. Should dust be an issue, watering shall occur.

6. Other special provisions: (1) Barricades and/or fencing will be used if necessary. (2) The intent of use is for transloading of materials only, not for the storage of materials.



Imagery ©2018 Google, Map data ©2018 Google 50 ft

○ =current drain system

Lake

washburnadmin@cityofwashburn.org

From: Michelle Shrider <michelle@washburnmarina.com>
Sent: Tuesday, September 18, 2018 2:00 PM
To: 'Greg Gynnild'; washburnadmin@cityofwashburn.org;
DavidDalquist@NORDICWARE.com
Cc: 'Carl Broberg'
Subject: RE: Storage buildings & drainage

Greetings:

Thanks – a picture is worth a 1000 words. It is possible that no materials be moved, just culverts cleared and/or installed. I put a feeler out to find out about booking service with C&W and will let you know what I hear. I'll look into other options as well.

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

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

From: Greg Gynnild [mailto:ggynnild@btrac.com]
Sent: Tuesday, September 18, 2018 1:39 PM
To: washburnadmin@cityofwashburn.org; 'Michelle Shrider'; DavidDalquist@NORDICWARE.com
Cc: 'Carl Broberg'
Subject: RE: Storage buildings & drainage

Scott,

I have attached a map that should give you a "rough" idea of what we are dealing with.

All,

I have had no luck getting C & W to look at the situation. (The owner is dealing with a family medical situation.) At this point I am open to any other options.

Regards,

Greg Gynnild
WWS, LLC
715-828-6545

From: washburnadmin@cityofwashburn.org [mailto:washburnadmin@cityofwashburn.org]
Sent: Tuesday, September 18, 2018 1:08 PM

To: 'Michelle Shrider'; DavidDalquist@NORDICWARE.com; Greg Gynnild
Cc: 'Carl Broberg'
Subject: RE: Storage buildings & drainage

Everyone,

As far as permitting, if more than 50 CY of material is going to be used to change a grade, then yes a permit is going to be needed. How much material would be needed for this?

I would also like to understand where this drainage would be tied into.

Scott Kliver
City of Washburn

From: Michelle Shrider <michelle@washburnmarina.com>
Sent: Tuesday, September 18, 2018 12:40 PM
To: DavidDalquist@NORDICWARE.com; ggynnild@btrac.com
Cc: 'Scott Kliver' <washburnadmin@cityofwashburn.org>; 'Carl Broberg' <Crbroberg@centurytel.net>
Subject: RE: Storage buildings & drainage

Greetings

David – thank you for the quick response. I've copied the City Administrator and Harbor Commission Chair on this email thread as they are committed to the successful rerouting of the water. I will let Scott field the question of permitting. I believe that Greg was working on getting C&W Trucking in to offer a suggestion but do not know the current status.

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

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

From: DavidDalquist@NORDICWARE.com [<mailto:DavidDalquist@NORDICWARE.com>]
Sent: Tuesday, September 18, 2018 12:33 PM
To: michelle@washburnmarina.com; ggynnild@btrac.com
Subject: RE: Storage buildings & drainage

Michelle/Greg,

Brian reported to me that there was discussion about re contouring the landscape around the 3 storage buildings to direct the run off to a central location feeding into a storm sewer drain. I thought this sounded like a good plan and agreed to share in the expense. I have not taken steps to secure a contractor and will do so if that is the direction everyone wants to go.

Also, will we need permits from the city or DNR? to do this work?

David

From: Michelle Shrider <michelle@washburnmarina.com>
Sent: Tuesday, September 18, 2018 12:22 PM
To: Greg Gynnild <ggynnild@btrac.com>
Cc: David Dalquist <DavidDalquist@NORDICWARE.com>; 'Scott Kluver' <washburnadmin@cityofwashburn.org>; 'Carl Broberg' <Crbroberg@centurytel.net>
Subject: Storage buildings & drainage

Greetings Greg & David :

I was out of town last week and am wondering if progress has been made with regard to the drainage of water behind the buildings. The present situation of water flowing on the surface from the Dahlquist building and now to a certain degree from the WWS 1 building will have to be resolved. It is undermining the stability and usability of the ground in that area, potentially making boat mobilization difficult through those areas. Let me know at your earliest convenience. Thank you.

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

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

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



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

To: Harbor Commission Members
From: Scott J. Kluver, Administrator
Re: Zoning of the Boat Storage Buildings
Date: October 10, 2018

The question has come up regarding the zoning of the boat storage buildings and what does the current zoning mean. Before I go any further, I will state that I do zoning administration for my sins.

On April 1, 2017 a new zoning code and map for the City of Washburn went into effect. This was after four long years of discussion and debate by the Plan Commission and Council. Is the new code perfect? No. Did everyone get what they wanted? No. Did everyone involved do the best they could? Yes. Do state laws and court cases affecting zoning constantly change the dynamic of how zoning is applied? Yes.

The three existing boat storage buildings are now in the Mixed Use Waterfront (MUW) District. Indoor boat storage is not a permitted use within this district. Does this mean that the existing boat storage facilities must be discontinued? No. They can continue to be indoor boat storage facilities for as long as they remain indoor boat storage facilities. If that use would ever change however, they would not be able to go back to being boat storage facilities (within the limitations of the code). However, the owners of those structure may only improve the structures by investing only up to 50 percent of the current equalized value of the structures. In addition, if the structures are damaged beyond more than 50 percent of their equalized value, they may not be rebuilt.

If there is a desire to change this, there are two options that I see. The first, and likely the most appropriate, is to change the zoning from MUW to Marina. This would remove the non-conforming issue for those properties. Unfortunately, this process is rather cumbersome as it requires a comprehensive plan change as well. The alternative option is to make indoor boat storage facilities a conditional or permitted use in the MUW district. The process to make this change is much simpler; however, the drawback is that this use could occur anywhere in the MUW district. That may or may not be desirable.

It should be noted that outdoor boat storage yards are permitted as a conditional use in the MUW and Marina Districts as a conditional use. Conditional uses don't have as much weight as they used to prior to last year with changes made by the legislature. The standard to deny or impose severe restrictions on a conditional use is quite high.

If you have questions on this matter, it is best to ask me in advance as I may not be able to provide a quick response to a technical question.

City of Washburn Zoning Map

Base Zoning Districts

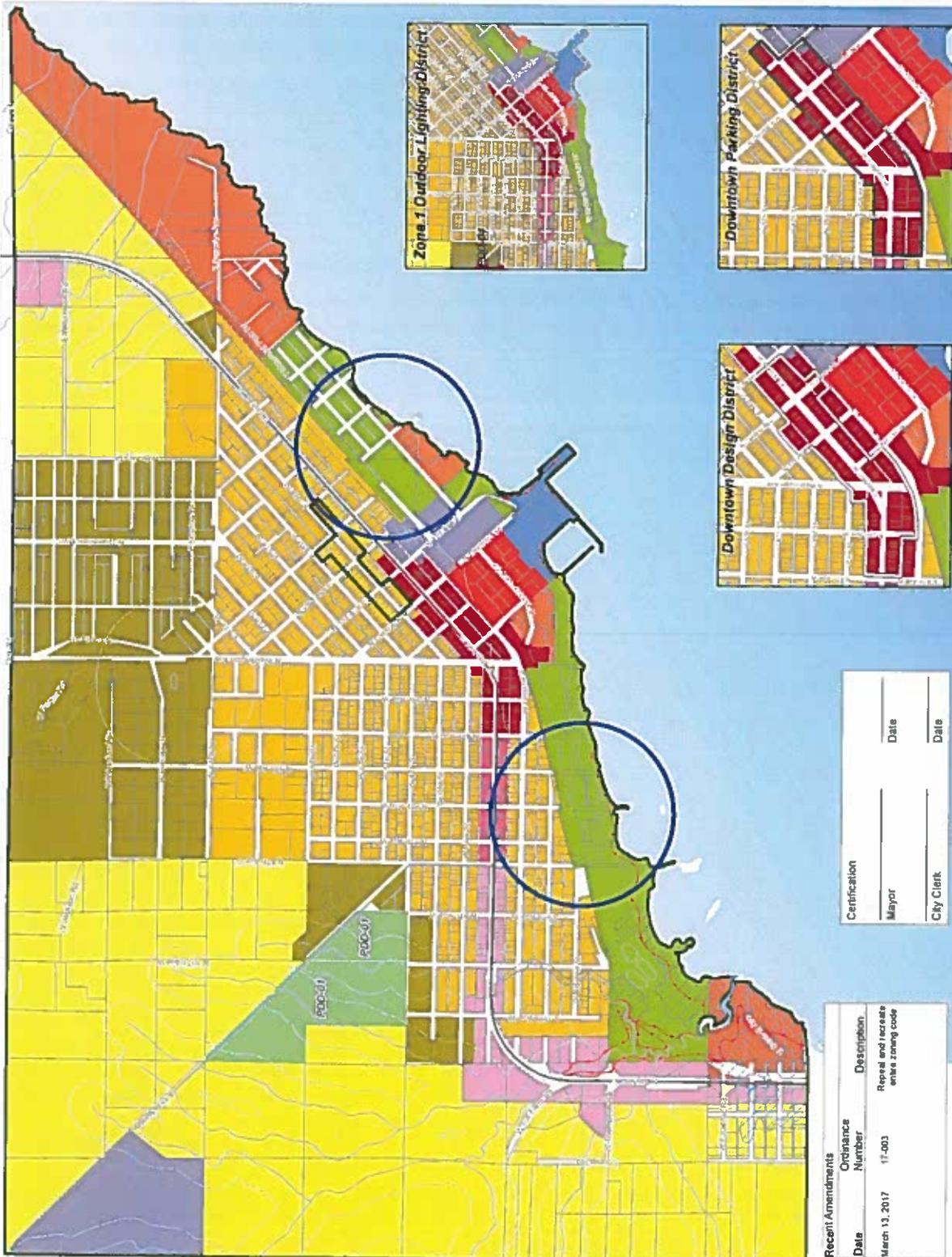
- Residential**
 - R-1 Rural Residential
 - R-2 Single-Family Residential
 - R-6 Mixed Residential
 - R-7 Waterfront Residential
- Commercial**
 - C-1 Cottage Commercial
 - C-2 General Commercial
 - C-3 Downtown Commercial
 - MUW Mixed-use Waterfront
- Industrial**
 - I-1 Light Industrial
- Special Purpose**
 - L-1 Lakefront Corridor
 - M Marina
- Planned Development Districts**
 - PDD-01 Brewak

Overlay Zoning Districts

- Floodplain
- Shoreland-Wetland
- Shoreland
- Wellhead Protection
- Map Features
 - Navigable Stream
 - Minor Arterial
 - Major Collector
 - Property Boundary Line

Other Zoning Districts

- Outdoor Lighting Zone 1
- East Third Street Residential Historic District
- Downtown Parking District
- Downtown Design District



Date	Ordinance Number	Description
March 13, 2017	17-003	Repeat and increase entire zoning code

Certification	_____	Date	_____
Mayor	_____	City Clerk	_____



21-4 Nonconforming structures

- (a) **Generally.** A valid, prior nonconforming structure (herein after nonconforming structure) may be used for any conforming use.
- (b) **Enlargement.** A nonconforming structure that is used for a conforming use may be enlarged provided the Plan Commission authorizes such enlargement pursuant to the requirements in Article 7.
- (c) **New foundation/basement.** The placement of a new foundation or basement under an existing nonconforming structure that is not located in the 100-year floodplain is permitted provided the foundation or basement does not extend beyond the vertical extent of the existing exterior wall.
- (d) **Unsafe conditions.** Nothing in this article shall preclude the building inspector or any other city official from initiating remedial or enforcement actions when a nonconforming structure is declared unsafe or presents a danger to the public health, safety, or welfare; constitutes a public nuisance; or is in violation of any licensing regulation.
- (e) **Ordinary repair and maintenance, and remodeling.** Nothing in this article shall be deemed to prohibit or limit based on cost, the repair, maintenance, renovation, or remodeling of a nonconforming structure.
- (f) **Reconstruction following damage.** A nonconforming structure that is damaged by violent wind, vandalism, fire, flood, ice, snow, mold, or infestation on or after March 2, 2006, may be restored to its condition (e.g., size, location, and use) prior to the damage. Except the structure may be larger when necessary to comply with state or federal requirements.¹
- (g) **Relocation.** A nonconforming structure shall not be moved or relocated to any other location on the lot unless such structure is made to conform to all regulations of the zoning district in which it is located.

21-5 Nonconforming uses

- (a) **Generally.** A valid, prior nonconforming use (herein after nonconforming use) may continue to exist so long as it remains otherwise lawful, subject to the provisions in this section.
- (b) **Cessation of use.** If a nonconforming use ceases for any reason, whether intentional or otherwise, for more than 12 continuous months, such use shall not thereafter be reestablished.² A business of a seasonal nature shall not be deemed to be discontinued during periods in which it is normally inactive (e.g., marinas, summer camps). If the zoning administrator determines that a nonconforming use has ceased to operate for more than the aforementioned time period, he or she shall initiate the process established under Article 7 to terminate the nonconforming use. However, if a temporary structure houses a nonconforming use, such use shall terminate when the temporary structure is removed.
- (c) **Change in extent.** Except as may be provided in this article or in state law, a nonconforming use shall not be enlarged, increased, or expanded and shall not occupy a greater area than what existed on the effective date of this chapter or any amendment thereto that created the nonconforming use.
- (d) **Limitation on structural alterations to structure housing nonconforming use.** Structural alterations to a structure housing a nonconforming use shall not exceed, on an accumulative percentage basis, 50 percent of the equalized assessed value of such structure.³ For example, if a property owner makes structural alterations, the cost of which equals 40 percent of the current equalized assessed value of the structure, any additional structural alterations are limited to 10 percent of the equalized assessed value at the time of the work.
- (e) **Damage to structure housing nonconforming use.** If a structure housing a nonconforming use is damaged beyond 50 percent of its present equalized assessed value, such nonconforming use shall not be reestablished.
- (f) **Change of location.** A nonconforming use shall not be moved in whole or in part to any other portion of the lot or to another structure than what was occupied on the effective date of this chapter or any amendment thereto that created the nonconforming use.
- (g) **Casual, occasional, accessory, or incidental use.** Casual, occasional, accessory, or incidental use after the primary nonconforming use has terminated, shall not be deemed to perpetuate a nonconforming use.⁴

¹ Commentary: See s. 62.23(7)(h), Wis. Stats.² Commentary: See s. 62.23(7)(h), Wis. Stats.³ Commentary: See s. 62.23(7)(h), Wis. Stats.⁴ Commentary: See *Village of Menominee Falls v. Veirstahler*, 183 Wis. 2d 96, 515 N.W.2d 290 (Ct. App. 1994).

(h) **Change of production.** A change in the method or quantity of production and the incorporation of new technology into a nonconforming use is permitted provided the original character of the use remains the same.⁵

(i) **Termination due to effects on public health, safety, and welfare.** In the event the zoning administrator determines that a nonconforming use, regardless of its duration, is harmful to the public health, safety, or welfare, he or she shall follow the procedure outlined in Article 7 of this chapter relating to termination of a use.⁶

(j) **Unsafe conditions.** Nothing in this chapter shall be deemed to prevent the strengthening or restoring to a safe condition of any structure or part thereof, provided that such work conforms to the provisions in this chapter.

(k) **Licensing.** The operator of a nonconforming use shall obtain such licenses as may be required by the state of Wisconsin, or its designated agent; Bayfield County; or the City of Washburn, and maintain such licenses for the life of the use or until the entity no longer requires such license.

(l) **Conversion to another nonconforming use.** Subject to the requirements in Article 7, a nonconforming use may be converted to a different nonconforming use. Any nonconforming use that has been converted shall continue to be subject to all applicable provisions related to nonconforming uses and to the conversion order as approved by the Common Council.

(m) **Permissible accessory residential uses.** If an existing single-family dwelling unit is classified as a nonconforming use, the establishment of accessory residential uses normally incidental to a single-family dwelling is not considered to be an expansion of a nonconforming use and is permitted provided the accessory use is otherwise allowed by the zoning code and all accessory buildings exceeding 600 square feet must be approved by the Plan Commission upon a determination that the accessory building is otherwise allowed in the zoning district in which it is located.

(n) **Special provisions for manufactured home communities.** Notwithstanding subsection (d) above, a manufactured home community licensed under s. 101.935, Wis. Stats., that is a legal nonconforming use continues to be a legal nonconforming use notwithstanding the occurrence of any of the following activities within the community:

- (1) Repair or replacement of any manufactured homes
- (2) Repair or replacement of infrastructure.⁷

21-6 Nonconforming conditional uses

(a) **Generally.** Subject to the requirements in Division 3 of Article 7, a nonconforming use may be allowed as a conditional use.

(b) **Expansion and change in a nonconforming conditional use.** If a nonconforming use is approved as a conditional use, it is not subject to the restrictions contained in this article. Any proposed expansion or change in a nonconforming conditional use shall be reviewed as an amendment to the initial approval.

21-7 Special provisions for nonconforming signs

- (a) **Change of copy.** The copy of a nonconforming sign may be changed.
- (b) **Change of sign face.** The face of a nonconforming sign may be changed provided the building inspector determines that the other features of the sign are structurally sound and properly maintained.
- (c) **Change in location.** A nonconforming sign shall not be relocated.
- (d) **Change in area.** The area of a nonconforming sign shall not be enlarged or reconfigured in any manner.
- (e) **Change in height.** A nonconforming sign shall not hereafter be placed higher even if the height may be permitted in the zoning district in which the sign is located.
- (f) **Change in lighting.** A nonconforming sign that is not illuminated may not hereafter be illuminated even though such lighting may be permitted in the zoning district in which the sign is located. A nonconforming sign that is illuminated may not hereafter be illuminated in any other manner even

⁵ Commentary: See *Racine County v. Cape*, 2002 WI App 19, 250 Wis. 2d 44, 639 N.W.2d 782, 01-0740

⁶ Commentary: See *Town of Delafield v. Sharpley*, 212 Wis. 2d 332, 568 N.W.2d 779 (Ct. App. 1997, 96-2458)

⁷ Commentary: See s. 62.23(7)(h), Wis. Stats.

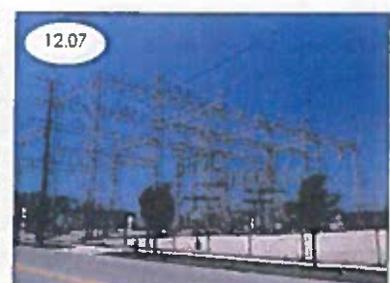
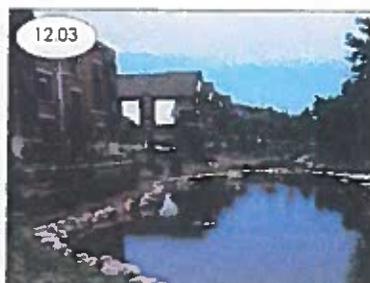
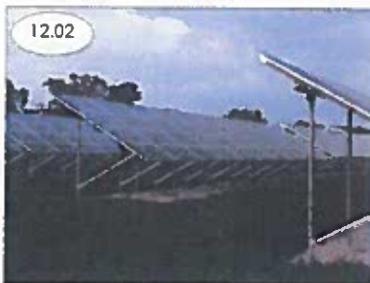
Exhibit 8-1. Land-use matrix – continued

	Special Standards	Secondary Review	Zoning District													
			R-1	R-2	R-6	R-7	C-1	C-2	C-3	I-1	L-1	M	MUW			
11 Government & Community Services																
11.01	Administrative government center	8-381	AR,SP,PO,ZP	-	-	C	-	C	P	P	C	-	-	-	C	
11.02	Animal shelter	8-382	AR,SP,PO,ZP	-	-	-	-	-	-	-	C	-	-	-	-	
11.03	Cemetery	8-383	AR,SP,PO,ZP	C	C	-	-	-	-	-	C	-	-	-	-	
11.04	Civic use facility	8-384	AR,SP,PO,ZP	C	-	C	-	C	P	P	C	C	-	-	C	
11.05	Community center	8-385	AR,SP,PO,ZP	C	C	C	C	P	P	P	C	C	-	-	P	
11.06	Community cultural facility	8-386	AR,SP,PO,ZP	C	C	C	-	C	C	C	C	C	-	-	C	
11.07	Community garden	8-387	SP,ZP	P	P	C	P	P	P	P	P	C	-	-	C	
11.08	Educational facility, post-secondary	8-388	AR,SP,PO,ZP	C	C	C	-	C	P	C	C	-	-	-	-	
11.09	Educational facility, pre-K through 12	8-389	AR,SP,PO,ZP	C	C	C	-	C	C	-	-	-	-	-	-	
11.10	Maintenance garage	8-390	AR,SP,PO,ZP	-	-	-	-	-	-	-	P	-	-	-	-	
11.11	Park	8-391	AP,SP,PO,ZP	P	P	P	P	P	P	P	P	P	P	P	P	
11.12	Public safety facility	8-392	AR,SP,PO,ZP	C	-	-	-	C	P	C	C	-	-	-	C	
11.13	Recreation trail	8-393	-	C	C	C	C	C	C	C	C	C	C	C	C	
11.14	Worship facility	8-394	AR,SP,PO,ZP	C	C	C	-	C	P	C	C	-	-	-	-	
12 Telecommunications and Utilities (6)																
12.01	Radio broadcast facility	8-411	SP,PO,ZP	C	C	-	-	-	-	-	C	-	-	-	-	
12.02	Solar power plant	8-412	SP,PO,ZP	C	C	-	C	-	-	-	C	C	-	-	-	
12.03	Stormwater management facility	8-413	-	P	P	P	P	P	P	P	P	P	P	P	P	
12.04	Telecommunication collocation (class 1)	8-414	ZP	WT	WT	WT	WT	WT								
12.05	Telecommunication collocation (class 2)	8-415	ZP	P	P	P	P	P	P	P	P	P	P	P	P	
12.06	Telecommunication tower	8-416	ZP	WT	WT	WT	WT	WT								
12.07	Utility installation, major	8-417	SP,PO,ZP	C	C	C	C	C	C	C	C	C	C	C	C	
12.08	Utility installation, minor	8-418	ZP	P	P	P	P	P	P	P	P	P	P	P	P	
12.09	Utility maintenance yard	8-419	AR,SP,PO,ZP	-	-	-	-	-	-	-	P	-	-	-	-	
13 Transportation																
13.01	Bus storage facility	8-431	AR,SP,PO,ZP	C	-	-	-	C	C	-	C	-	-	-	-	
13.02	Marina	8-432	AR,SP,PO,ZP	-	-	-	-	-	-	-	-	-	P	-	-	
13.03	Mass transit terminal	8-433	AR,SP,PO,ZP	-	-	-	-	C	P	C	C	-	-	-	C	
13.04	Off-site parking lot	8-434	SP,ZP	-	-	-	-	C	P	C	C	C	-	-	C	
13.05	Park-and-ride lot	8-435	SP,PO,ZP	C	C	-	-	P	C	-	C	C	-	-	-	
13.06	Street	8-436	-	P	P	P	P	P	P	P	P	P	P	P	P	
14 General Storage																
14.01	Boat yard	8-451	AR,SP,PO,ZP	C	-	-	-	-	-	-	C	-	C	C	-	
14.02	Indoor boat storage	8-452	SP,PO,ZP	-	-	-	-	-	-	-	C	-	C	-	-	
14.03	Personal storage facility	8-453	AR,SP,PO,ZP	-	-	-	-	-	-	-	C	-	-	-	-	
14.04	Truck terminal	8-454	AR,SP,PO,ZP	-	-	-	-	-	-	-	C	-	-	-	-	
14.05	Warehouse	8-455	AR,SP,PO,ZP	-	-	-	-	-	-	-	C	-	-	-	-	

continued on next page

12.0 TELECOMMUNICATIONS AND UTILITIES

- 12.01 **Radio broadcast facility** A free-standing tower with or without an equipment compound and other structures that is intended for the regular provision of a commercial or noncommercial service involving the transmission, emission, or reception of radio waves for the transmission of sound or images in which the transmissions are intended for direct reception by the general public.³³
- 12.02 **Solar power plant** A utility-scale commercial facility that converts sunlight into electricity with the primary purpose of wholesale or retail sales of generated electricity.³⁴
- 12.03 **Stormwater management facility** A natural or manmade feature that collects, conveys, channels, holds, inhibits, or diverts the movement of stormwater.
- 12.04 **Telecommunication collocation (class 1)** The placement of a new mobile service facility on an existing support structure which constitutes a substantial modification.³⁵
- 12.05 **Telecommunication collocation (class 2)** The placement of a new mobile service facility on an existing support structure which does not constitute a substantial modification.³⁶
- 12.06 **Telecommunication tower** A free-standing tower with or without an equipment compound that is intended for the placement of one or more mobile service facilities.³⁷
- 12.07 **Utility installation, major** A place, building and/or structure, or portion thereof, whether public or private, used or is intended for providing basic infrastructure or utility services and which could potentially have a moderate to high impact on neighboring property. The term includes pipeline pumping stations, sewage treatment plants, electric substations, water towers, electric transmission lines with a design capacity of 110kV or more, and underground pipelines.
- 12.08 **Utility installation, minor** A utility installation generally having low impact on neighboring property. The term includes public water system wells, without a tower; below ground sewer lift stations; and stormwater pumping stations. The term does not include utility cabinets, which are classified as an accessory use (Series 17).
- 12.09 **Utility maintenance yard** A place where a public or private entity maintains administrative offices, equipment, and supplies necessary for maintaining the infrastructure it provides.



13.0 TRANSPORTATION

- 13.01 **Bus storage facility** A place where buses are parked when not in use and may include administrative offices and a building for the storage, care, and maintenance of buses in the fleet.
- 13.02 **Marina** A place where pleasure watercraft may dock on a temporary or permanent basis, watercraft may be trailered or untrailered, or both, and related services may be provided, such as retail sale of fuel for watercraft and supplies and servicing and repair of watercraft. The term does not include boat yards.
- 13.03 **Mass transit terminal** A place where passengers can board mass transit. This use may include facilities for ticket sales and accessory food service areas primarily intended for passengers.

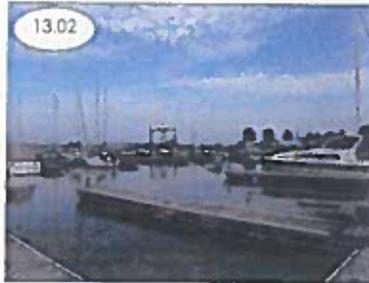
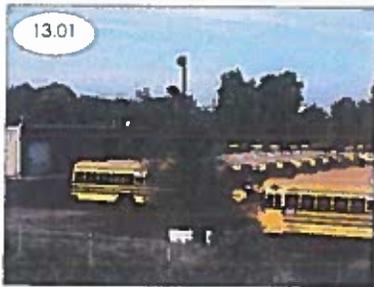
³³ Commentary: This definition is based on provisions in s. 66.0406, Wis. Stats.

³⁴ Commentary: See the 17 series for accessory uses.

³⁵ Commentary: This definition is based on the corresponding definition in s. 66.0404, Wis. Stats.

³⁶ Commentary: This definition is based on the corresponding definition in s. 66.0404, Wis. Stats.

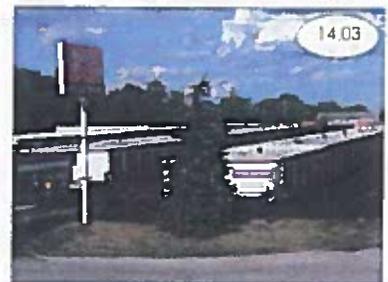
³⁷ Commentary: This definition is based on the corresponding definition in s. 66.0404, Wis. Stats.



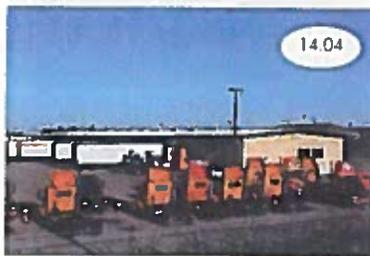
- 13.04 **Off-site parking lot** A place where motor vehicles associated with an off-site use may be parked for a short duration. It may be available to the public or reserved to accommodate parking for a specific purpose.
- 13.05 **Park-and-ride lot** A designated place where people can park their motor vehicles for a short duration to board public transportation or to carpool or vanpool.
- 13.06 **Street** A surfaced travelway for motor vehicles that is located within an easement or right-of-way.

14.0 GENERAL STORAGE

- 14.01 **Boat yard** An outdoor area where watercraft may be kept in dry storage during the off season or while not in use. Owners/operators may conduct minor repairs and maintenance on their watercraft while kept in storage.



- 14.02 **Indoor boat storage** A place where watercraft may be kept indoors during the off season or while not in use. Owners/operators may conduct minor repairs and maintenance on their watercraft while kept in storage.



- 14.03 **Personal storage facility** A place where individual storage units are offered for rent, lease, sale, or other arrangement. The term includes a tract of land used to store motor vehicles and watercraft.
- 14.04 **Truck terminal** A place where goods carried by motor transport are received and temporarily stored until transferred to another truck for delivery.
- 14.05 **Warehouse** A place where goods, merchandise, and other materials are temporarily stored for eventual shipment. The term includes moving and storage facilities. The term does not include bulk fuel storage.

15.0 INDUSTRIAL AND MANUFACTURING

- 15.01 **Artisan shop, Type I** A place where handmade craft items or works of art are made on a small-scale and offered for retail sale and where all materials, stock, and related activities are entirely enclosed in a building. Examples of such items include paintings, textiles, weaving, photography, sculptures, pottery, leather products, handmade paper, jewelry, hand-blown glass, small wooden items, candles, soaps, and lotions.
- 15.02 **Artisan shop, Type II** A place where handmade craft items or works of art are made on a small-scale and offered for retail sale and where some or all of the materials, stock, and related activities are located out of doors. Examples of such items include paintings, textiles, weaving, photography, sculptures, pottery, leather products, handmade paper, jewelry, hand-blown glass, small wooden items, candles, soaps, and lotions.

**Project Budget (Draft 100818)
Coal Dock Rehabilitation Project**

Revenues:	Budgeted	Actual To Date
Loan	\$ 750,000	\$ 750,000.00
Harbor Assistance Grant	\$1,299,480	\$ 0.00
Total Revenues:	\$2,049,480	\$ 750,000.00
Expenses:		
Contract with Contractor (Inc. Alternates 1 & 2)	\$1,582,370.00	\$ 0.00
Contingency (14%)	\$ 215,010.00	\$ 0.00
Engineering		
Pre-Engineering	\$ 40,000.00	\$ 18,000.00
Final Engineering & Permitting	\$ 135,800.00	\$ 101,850.00
Construction Administration	\$ 76,300.00	\$ 0.00
Total Expenses	\$2,049,480.00	\$ 119,850.00

Change Orders:

Contingency Costs:

**Washburn Coal Dock Rehabilitation
Preliminary Schedule**

DATE: 10/5/2018

CONTRACTOR: Michels Corporation	PROJECT: Washburn Coal Dock Rehabilitation	CONTRACT DESCRIPTION:	SUBMITTED FOR APPROVAL:	DATE: 10/5/2018
CONTRACT #:	LOCATION: Washburn, WI	COMPLETION DATE INCLUDES CLEANUP	APPROVAL RECOMMENDED:	DATE:
NOTICE TO PROCEED:	ESTIMATED COMPLETION DATE:		APPROVED:	DATE:

PRINCIPAL CONTRACT FEATURE	EST COST	October 2018				November 2018				December 2018				January 2019				February 2019								
		10/1/18	10/8/18	10/15/18	10/22/18	10/29/18	11/5/18	11/12/18	11/19/18	11/26/18	12/3/18	12/10/18	12/17/18	12/24/18	12/31/18	1/7/19	1/14/19	1/21/19	1/28/19	2/4/19	2/11/19	2/18/19	2/25/19			
Mobilization / Submittals																										
Erosion Control																										
Silre Preparation																										
Sheet Pile Wall																										
Toe Pinning																										
Whaler & Tieback System																										
Engineered Fill																										
Connection to Existing Sheet Pile Wall																										
Toe Stone																										
Solar Light																										
Revetment																										
ALT 1 - Mooring Bollards																										
ALT 1 - Dock Grading																										

*MICHELS RESERVES THE OPTION TO MOVE ANY SCHEDULE ACTIVITIES TO EARLY SPRING - AS WEATHER ON SITE DICTATES TO ACCOMMODATE AN APRIL 19, 2018 SUBSTANTIAL COMPLETION AS WEATHER ALLOWS OR SPRING

OFF - HOLIDAY