



Sawyer County

Agenda

Public Works Committee Meeting
Wednesday, March 10, 2021 @ 6:30 PM
Assembly Room/Virtual Meeting

Page

1. CALL TO ORDER

- a. The public is **strongly encouraged** to access the public meeting remotely due to public health and safety concerns. To view or participate in the **virtual meeting** from a computer, iPad, or Android device please go to <https://zoom.us/j/97982898675>. You can also use the dial in number for listening only at **1-312-626-6799** with the Webinar ID: 979 8289 8675. If additional assistance is needed please contact the County Clerk's Office at 715-634-4866 prior to the meeting. This meeting will be recorded and will be available on our website at: <https://sawyercountygov.org>
- b. If you are on a computer, click the "Raise Hand" button and wait to be recognized.
- c. If you are on a telephone, dial *9 and wait to be recognized.

2. ROLL CALL

3. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW

4. MEETING AGENDA

5. PUBLIC COMMENTS

- a. At this time, members of the public will be given the opportunity to address the Committee on items not on the agenda. Please adhere to the following when addressing the Committee:
 - Comments will be limited to 3 minutes or less per individual.
 - Comments should be directed to the Committee as a whole and not directed to individual Committee members.
 - The Committee cannot respond to your comments during this time.

- Please sign in and fill out a public comment sheet if you wish to speak on an item.

6. CONSIDER ACCEPTING MINUTES FROM PREVIOUS MEETING

- 4 a. [2.10.21 Public Works Minutes DRAFT.1.pdf](#)

7. SAWYER COUNTY AIRPORT REPORT

- 5 a. Letter to Hangar Lease Owners from Airport Manager
[Letter to Hangar Owners from Airport Manager March 2021](#)
- 6 b. Hayward Aviation (contracted Airport management) report
[Airport Report March 2021](#)
- c. Hangar Lease Update (discussion and possible action)
- 7 - 47 d. Hangar Lease Amendments (discussion and possible action)
[2021-03-04 Resolution re Hangar Amendments](#)
[a\) 2021-03-05 Schadegg Lease Amendment](#)
[b\) 2021-03-05 Carlson Lillyblad Lease Amendment](#)
[c\) 2021-03-05 Fulton Lease Amendment](#)
[d\) 2021-03-05 Jackson Holdings, LLC Hangar Lease Amendment](#)
[e\) 2021-03-05 Hanna Bay Holdings, LLC Hangar Lease Amendment](#)
[f\) 2021-03-05 Sawyer Aviation, LLC Hangar Lease Amendment](#)
[g\) 2021-03-05 McCain Lease Amendment](#)
[h\) 2021-03-05 McCorquodale Lease Amendment](#)
[i\) 2021-03-05 Schull Properties of Hayward, LLC](#)

8. HIGHWAY COMMISSIONER'S REPORT

- 48 a. [March 2021 Highway Commissioner Report](#)
- 49 b. Overtime Report
[Hlghway Overtime Reports -](#)

9. MAINTENANCE DEPARTMENT REPORT

- 50 a. [Maintenance Report March 2021](#)

10. COURTROOM REMODELING UPDATE

- 51 - 53 a. [2021-03-10 - Ventures Architect Handout](#)

11. FUTURE AGENDA ITEMS

12. OTHER MATTERS FOR DISCUSSION ONLY

DISCLAIMER:

A quorum of the County Board of Supervisors or of any of its committees may be present at this meeting to listen and observe. Neither the Board nor any of the committees have established attendance at this meeting as an official function of the Board or committee(s) or otherwise made a determination that attendance at the meeting is necessary to carry out the Board or committee's function. The only purpose for other supervisors attending the meeting is to listen to the information presented. Neither the Board nor any committee (other than the committee providing this notice and agenda) will take any official action with respect to this noticed meeting.

Copy sent via email to: County Clerk and News Media. Note: Any person wishing to attend whom, because of a disability, requires accommodation should call the Sawyer County Clerk's Office (715.634.4866) at least 24 hours before the scheduled meeting so appropriate arrangements can be made.

Mission Statement: *The Sawyer County Board of Supervisors will strive to provide excellent services and responsible leadership to protect and enhance Sawyer County citizens, businesses, and resources, while preserving our unique heritage.*

**Minutes of the February 10th meeting of the Sawyer County
Public Works Committee
Of the Sawyer County Board of Supervisors
Assembly Room; Sawyer County**



Voting Committee Members Present:

- ☒ Chair: **Ron Kinsley**
- ☒ Marc Helwig – Vice Chair - Virtual
- ☒ Ed Peters
- ☒ Dale Olson - Virtual
- ☒ Brian Bisonette - Virtual

Others Present:

Tom Hoff
Mike Coleson
Lynn Fitch
Tim Halberg
Tweed Shuman
John Cain
Cliff Korn

Others Present:

Derik Leslie
Gary Gedart
Rebecca Roecker
Cliff Korn
Don Mrotek
Dan Mersel – Virtual
Doug Mrotek

Call to Order – Chair Ron Kinsley called the meeting to order at 6:30 pm.

Certification of Compliance with the open meeting law was met. Roll Call was taken; quorum was met.

Meeting Agenda --

Minutes from the previous meeting – A motion was made by Mr. Peters to approve the minutes of the January 13, 2021, meeting; second by Mr. Kinsley. Motion carried.

Sawyer County Airport Report – Written reports were provided. Mr. Leslie commended Mr. Halberg and his staff on providing good snow removal services.

Highway Commissioner's Report – Written reports were provided. Mr. Gedart reported that the County E Bridge funding project looks positive in that the funding will likely be provided in current year as the project gets underway. He also reviewed the current list of ATV/UTV routes and requested a renewal of the Letter of Understanding between the County and the Club using the routes. Mr. Olson made the motion to approve the renewal; second by Mr. Peters. Motion carried.

Maintenance Department Report – A written report was provided and a brief overview was presented by Mr. Halberg.

Second Courtroom Discussion – John Cain provided an overview of the slide presentation outlining the proposed addition and remodeling project of the second courtroom. Projected costs with inflationary impact over the next four years are included in the presentation.

A motion was made by Mr. Peters; second by Mr. Helwig to move to closed session to discuss the airport hangar lease renewal policy and set a policy for expired leases. Motion carried unanimously. A motion was made by Mr. Olson; second by Mr. Peters to return to open session. Motion carried unanimously.

A motion was made by Mr. Olson; second by Mr. Peters to set all expired leases to the new terms of \$.15/square foot for a ten-year initial term and ten-year renewal term, with a \$1000 down payment upon entering the lease with these lease agreements being reviewed in three years. Motion carried.

Meeting Date/Time – The next meeting of the Public Works Committee will be Wednesday, February 10, at 6:30 pm in the Assembly Room.

Meeting adjourned at 9:08 pm
Minutes recorded by Lynn Fitch, County Clerk



Dear Hangar Owner,

As you may be aware, Sawyer County and the Airport Manager (Hayward Aviation, LLC) has been reviewing all of the Hangar Leases at the Sawyer County Airport. There has been discussion at the Public Works Committee (a standing committee of the of the Sawyer County Board of Supervisors) in reference to the Hangar Leases and how to best track the Hangar Leases and address some of the issues that have arisen.

There are a total of twenty five Hangar Leases. While many have similar terms, there are some variations between specific Hangar Leases. The information contained in this letter is an overview, so note that your Hangar Lease may have different terms.

Generally, the original Hangar Leases were a 20-year term with an option for a 10-year renewal. Some hangar owners have not exercised the 10-year renewal after the original 20-year term expired. Airport Management will be recommending to the Public Works Committee that these extensions would be granted back to the expiration of the 20-year Hangar Lease, and thus the 10-year period commence on that original expiration date regardless of whether the tenant provided notice of its intent to exercise the 10-year extension.

Some Hangar Leases at the Airport have now exhausted the 30-year term. These hangar owners will need new Hangar Leases. The Public Works Committee will be meeting on Wednesday March 10th to discuss these issues. I encourage you as a stakeholder at the Airport to be involved in these discussions and to reach out to me with any questions you have.

Thank you,

Derek Leslie
Sawyer County Airport Manager/Hayward Aviation
10930 N Airport Road
Hayward, Wi 54843

715-292-4432

Sawyer County Airport Management Report

March 2021

(Provided by Airport Manager Derek Leslie)

- We have been working on reviewing all the Hangar Leases compiling a list of issues and possible solutions.

-Spring 2021 Ramp/Taxi-lane project is continuing to move forward. A pre-bid conference is scheduled at the terminal building on March 3rd at 10:30am.

-Snow Removal has been going well.

-Our most recent petition for AIP funding included the rehabilitation of the runway at the airport. County Administrator Hoff and Airport Management completed a sponsor workshop with the Wisconsin Bureau of Aeronautics and FAA. Included in this discussion was an overall synopsis on the state of the airport and what needs are upcoming in the near future. The runway rehabilitation is going to take several years to prepare and the BOA would like to have consultant selection done sometime this fall to begin the design.

-It was discussed that the last master plan for the airport expired in 2016 and was originally from 1996. The BOA has recommended that a master plan for the airport be conducted at the same time as our runway rehab design.

-New Covid-19 legislation funding looks like is going to be resulting in an additional \$9,000 coming to Sawyer County. Note this is down from the \$13,000 that nearly every other comparable airport is receiving because there are not enough based aircraft that call the Sawyer County Airport home. We have 26 hangars but at the beginning of 2020 only 13 based aircraft. (Now 18)

FAA Entitlements Available

2017's: \$108,000

2018's: \$150,000

2019's: \$150,000

2020's: \$150,000

2017-2020's Total of 550k is being used for the Ramp/Taxiway project.

(The remaining 500-600k was awarded apportionment funding)

Total Cost to Sawyer County is a 5% match on the entire project.

2021's: \$150,000 Available July/August 2021

Upcoming Projects

Snow Removal Equipment Shelter: This has been discussed as an option in the time between now and our runway rehabilitation project. Also included in our most recent petition but not budgeted for in the CIP.

Master Plan: This will be paid for using our annual entitlements and a total sponsor match of 5%. (This is budgeted for in the CIP)

2024 Runway Rehabilitation: Cost estimation is \$3,000,000. **ONLY ONE YEAR OF ENTITLEMENTS WILL BE NEEDED/USED FOR THE RUNWAY PROJECT.** 5 percent total project cost will be on the County. Discretionary funding typically awarded to runway projects comes with slightly different terms than standard entitlements and apportionment funding.

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Resolution _____

**RESOLUTION APPROVING SAWYER COUNTY AIRPORT HANGAR AREA LEASE
AMENDMENTS**

WHEREAS, Wisconsin law permits Sawyer County (the “County”) to own real property and to enter into certain agreements to encumber its real property, including the grant of leasehold interests;

WHEREAS, the County owns real property known as the Sawyer County Airport (the “Airport Property”), which includes aircraft hangars that are ground-leased to the owners of the hangar personal property;

WHEREAS, the County entered into certain Sawyer County Airport Hangar Area Leases, as each is depicted in Exhibit A, and all of which are attached hereto and incorporated herein (each of which may be referred to singularly as a “Lease” or collectively as the “Leases”);

WHEREAS, the County completed an inventory of all existing Airport Hangar Area Leases and discovered that certain terms required updating;

WHEREAS, certain Amendments were prepared to update certain terms of each Lease, and each Amendment is depicted in Exhibit A (each of which may be referred to singularly as an “Amendment” or collectively as the “Amendments”);

WHEREAS, the County Public Works Committee considered this Resolution and the Amendments at its meeting on March 10, 2021, and voted to recommend to the Sawyer County Board of Supervisors (the “County Board”) to approve the Amendments; and

WHEREAS, the County Board considered this Resolution and the Amendments at its meeting on March 18, 2021, and voted to approve the Amendments.

NOW, THEREFORE, BE IT RESOLVED, the County Board determines, adopts and directs the following:

1. Recitals. The recitals set forth above are true and accurate, and are therefore incorporated into this Resolution and shall be used not just for reference.
2. Determination. The County Board hereby approves the terms and conditions of each Amendment set forth in Exhibit A, and determines that it is in the best interest of the health, welfare and safety of the County’s residents, taxpayers, visitors and property within the County to approve and enter into each Amendment.
3. Action by County Administrator. The County Administrator is hereby authorized to execute the Amendments on behalf of the County and take whatever steps necessary to complete the transactions contemplated by this Resolution.

The subject matter of this Resolution was discussed by the Sawyer County Public Works Committee on March 10, 2021 and was recommended for approval by the County Board at its meeting on March 18, 2021.

Ron Kinsley, Chair

Marc Helwig, Vice Chair

Brian Bisonette, Member

Dale Olson, Member

Ed Peters, Member

The subject matter of this Resolution was heard by and each Amendment set forth in Exhibit A was approved by the Sawyer County Board of Supervisors this 18th day of March, 2021.

Tweed Shuman,
Sawyer County Board of Supervisors Chair

Lynn Fitch,
Sawyer County Clerk

EXHIBIT A:
Schadegg Lease Amendment
Carlson/Lillyblad Lease Amendment
Fulton/Brandenstein Lease Amendment
Jackson Holdings, LLC Lease Amendment
Hanna Bay Holdings, LLC Lease Amendment
Sawyer Aviation, LLC Lease Amendment
McCain Lease Amendment
McCorquodale Lease Amendment
Schull Properties of Hayward, LLC Lease Amendment

**AMENDMENT TO SAWYER COUNTY AIRPORT
HANGAR AREA LEASE**

THIS AMENDMENT TO SAWYER COUNTY AIRPORT HANGAR AREA LEASE (this “Amendment”) is dated as of March 18, 2021, by and between Sawyer County (“Lessor”), and Daniel M. Schadeegg and Rosemary C. Schadeegg (collectively, “Lessee”). Lessor and Lessee may be singularly referred to herein as a “Party” or collectively as the “Parties”.

RECITALS:

WHEREAS, pursuant to Wis. Stat. § 59.52(6), the County has statutory authority to own and lease real property for public purposes, including but not limited to, property for airport purposes;

WHEREAS, the County owns property located at the Sawyer County Airport (“Airport”), which includes a parcel of real property upon which Lessee’s personal property/aircraft hangar sits, as more fully depicted and described in Exhibit A, which is attached hereto and incorporated herein (the “Leased Premises”);

WHEREAS, Lessor and John W. Ardoyno entered into that certain Sawyer County Airport Hangar Area Lease dated September 7, 1996 (the “Lease”) for the Leased Premises; and

WHEREAS, the Lease provided for an initial 20-year term with the option to renew the Lease for an additional 10-year term;

WHEREAS, the 20-year Lease term expired on September 7, 2016 (“Initial Expiration Date”);

WHEREAS, Lessee continued to occupy the Leased Premises after the Initial Expiration Date and now wishes to formally exercise the 10-year renewal term; and

WHEREAS, Lessor and Lessee mutually desire to amend the Lease to reflect the extension of the Lease term from ten (10) years past the Initial Expiration Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties acknowledge and agree that the Recitals set forth above are true and accurate, and are hereby incorporated into this Amendment.

2. Extension of Term. Pursuant to Paragraph 3 of the Lease, Lessee hereby exercises the right to renew the Lease for one (1) additional successive ten (10) year period under the same terms and conditions set forth in the Lease. Unless earlier terminated in accordance with the terms of the Lease, the Lease shall terminate on September 7, 2026. Lessee shall surrender all portions of the Leased Premises upon termination of this Lease unless Lessor and Lessee execute a new lease agreement, the terms of which shall be mutually agreed to by the Parties and are not bound by the terms of the Lease or this Amendment.

3. Rent. The Parties acknowledge that the current annual rent amount is \$496.37. The rent shall be adjusted pursuant to Paragraph 4 of the Lease.

4. No Other Changes to Lease Terms. Unless expressly amended in this Amendment, all other terms and conditions contained in the Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. The Lease and this Amendment shall be considered one complete agreement. To the extent of any conflict between the provisions of this Amendment and the Lease, the provisions of this Amendment shall control. This Amendment shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

5. Authority to Enter Into Amendment. Lessee represents and warrants to Lessor that it has full legal right, title and authority to enter into this Amendment. Lessee shall indemnify and hold Lessor harmless for any costs, damages, fees or other amounts incurred by Lessor as a result of Lessee's predecessor in interest to the Lease failing to properly assign or otherwise properly transfer any interest in the Lease as intended. This Paragraph 5 does not amend or modify Lessee's obligations to indemnify and hold Lessor harmless, as set forth in Paragraph 7 of the Lease.

6. No Waiver. Nothing in this Amendment is, or shall be construed to be, a waiver by either Party of any default under the Lease by the other Party.

7. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

8. Recording. This Amendment shall be recorded. The cost of recording shall be paid by Lessee.

(Signatures Appear on the Following Pages)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be duly executed as of the day and year first above written.

LESSOR:

SAWYER COUNTY

By: Thomas R. Hoff
Its: County Administrator

LESSEE:

Daniel M. Schadeegg

Rosemary C. Schadeegg

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared Thomas R. Hoff, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires:_____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared _____. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires:_____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared _____. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires:_____

Exhibit A
Leased Premises

(See attached)

**AMENDMENT TO SAWYER COUNTY AIRPORT
HANGAR AREA LEASE**

THIS AMENDMENT TO SAWYER COUNTY AIRPORT HANGAR AREA LEASE (this “Amendment”) is dated as of March 18, 2021, by and between Sawyer County (“Lessor”), and David P. Carlson and Steve Lillyblad (collectively, “Lessee”). Lessor and Lessee may be singularly referred to herein as a “Party” or collectively as the “Parties”.

RECITALS:

WHEREAS, pursuant to Wis. Stat. § 59.52(6), the County has statutory authority to own and lease real property for public purposes, including but not limited to, property for airport purposes;

WHEREAS, the County owns property located at the Sawyer County Airport (“Airport”), which includes a parcel of real property upon which Lessee’s personal property/aircraft hangar sits, as more fully depicted and described in Exhibit A, which is attached hereto and incorporated herein (the “Leased Premises”);

WHEREAS, Lessor and John W. Ardoyno entered into that certain Sawyer County Airport Hangar Area Lease dated April 16, 1999 (the “Lease”) for the Leased Premises; and

WHEREAS, the Lease provided for an initial 20-year term with the option to renew the Lease for an additional 10-year term;

WHEREAS, the 20-year Lease term expired on April 16, 2019 (“Initial Expiration Date”);

WHEREAS, Lessee continued to occupy the Leased Premises after the Initial Expiration Date and now wishes to formally exercise the 10-year renewal term; and

WHEREAS, Lessor and Lessee mutually desire to amend the Lease to reflect the extension of the Lease term from ten (10) years past the Initial Expiration Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties acknowledge and agree that the Recitals set forth above are true and accurate, and are hereby incorporated into this Amendment.

2. Extension of Term. Pursuant to Paragraph 3 of the Lease, Lessee hereby exercises the right to renew the Lease for one (1) additional successive ten (10) year period under the same terms and conditions set forth in the Lease. Unless earlier terminated in accordance with the terms of the Lease, the Lease shall terminate on April 16, 2029. Lessee shall surrender all portions of the Leased Premises upon termination of this Lease unless Lessor and Lessee

execute a new lease agreement, the terms of which shall be mutually agreed to by the Parties and are not bound by the terms of the Lease or this Amendment.

3. Rent. The Parties acknowledge that the current annual rent amount is \$602.20. The rent shall be adjusted pursuant to Paragraph 4 of the Lease.

4. No Other Changes to Lease Terms. Unless expressly amended in this Amendment, all other terms and conditions contained in the Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. The Lease and this Amendment shall be considered one complete agreement. To the extent of any conflict between the provisions of this Amendment and the Lease, the provisions of this Amendment shall control. This Amendment shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

5. Authority to Enter Into Amendment. Lessee represents and warrants to Lessor that it has full legal right, title and authority to enter into this Amendment. Lessee shall indemnify and hold Lessor harmless for any costs, damages, fees or other amounts incurred by Lessor as a result of Lessee's predecessor in interest to the Lease failing to properly assign or otherwise properly transfer any interest in the Lease as intended. This Paragraph 5 does not amend or modify Lessee's obligations to indemnify and hold Lessor harmless, as set forth in Paragraph 7 of the Lease.

6. No Waiver. Nothing in this Amendment is, or shall be construed to be, a waiver by either Party of any default under the Lease by the other Party.

7. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

8. Recording. This Amendment shall be recorded. The cost of recording shall be paid by Lessee.

(Signatures Appear on the Following Pages)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be duly executed as of the day and year first above written.

LESSOR:

SAWYER COUNTY

By: Thomas R. Hoff
Its: County Administrator

LESSEE:

David P. Carlson

Steve Lillyblad

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared Thomas R. Hoff, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires:_____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared _____. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires:_____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared _____ . In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC

My commission expires:_____

Exhibit A
Leased Premises

(See attached)

**AMENDMENT TO SAWYER COUNTY AIRPORT
HANGAR AREA LEASE**

THIS AMENDMENT TO SAWYER COUNTY AIRPORT HANGAR AREA LEASE (this “Amendment”) is dated as of March 18, 2021, by and between Sawyer County (“Lessor”), and John R. Fulton and Paula R. Fulton, as to an undivided one-half interest, and Jane Ann Brandenstein and Daniel Charles Brandenstein, as to an undivided one-half interest (collectively, “Lessee”). Lessor and Lessee may be singularly referred to herein as a “Party” or collectively as the “Parties”.

RECITALS:

WHEREAS, pursuant to Wis. Stat. § 59.52(6), the County has statutory authority to own and lease real property for public purposes, including but not limited to, property for airport purposes;

WHEREAS, the County owns property located at the Sawyer County Airport (“Airport”), which includes a parcel of real property upon which Lessee’s personal property/aircraft hangar sits, as more fully depicted and described in Exhibit A, which is attached hereto and incorporated herein (the “Leased Premises”);

WHEREAS, Lessor and C. Hadlai Hull entered into that certain Sawyer County Airport Hangar Area Lease dated November 1, 1997 (the “Lease”) for the Leased Premises; and

WHEREAS, the Lease provided for an initial 20-year term with the option to renew the Lease for an additional 10-year term;

WHEREAS, the 20-year Lease term expired on November 1, 2017 (“Initial Expiration Date”);

WHEREAS, Lessee continued to occupy the Leased Premises after the Initial Expiration Date and now wishes to formally exercise the 10-year renewal term; and

WHEREAS, Lessor and Lessee mutually desire to amend the Lease to reflect the extension of the Lease term from 10 years past the Initial Expiration Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties acknowledge and agree that the Recitals set forth above are true and accurate, and are hereby incorporated into this Amendment.

2. Extension of Term. Pursuant to Paragraph 3 of the Lease, Lessee hereby exercises the right to renew the Lease for one (1) additional successive ten (10) year period under the same terms and conditions set forth in the Lease. Unless earlier terminated in accordance with the terms of the Lease, the Lease shall terminate on November 1, 2027. Lessee shall surrender all portions of the Leased Premises upon termination of this Lease unless Lessor and Lessee execute a new lease agreement, the terms of which shall be mutually agreed to by the Parties and are not bound by the terms of the Lease or this Amendment.

3. Rent. The Parties acknowledge that the current annual rent amount is \$555.05. The rent shall be adjusted pursuant to Paragraph 4 of the Lease.

4. No Other Changes to Lease Terms. Unless expressly amended in this Amendment, all other terms and conditions contained in the Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. The Lease and this Amendment shall be considered one complete agreement. To the extent of any conflict between the provisions of this Amendment and the Lease, the provisions of this Amendment shall control. This Amendment shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

5. Authority to Enter Into Amendment. Lessee represents and warrants to Lessor that it has full legal right, title and authority to enter into this Amendment. Lessee shall indemnify and hold Lessor harmless for any costs, damages, fees or other amounts incurred by Lessor as a result of Lessee's predecessor in interest to the Lease failing to properly assign or otherwise properly transfer any interest in the Lease as intended. This Paragraph 5 does not amend or modify Lessee's obligations to indemnify and hold Lessor harmless, as set forth in Paragraph 7 of the Lease.

6. No Waiver. Nothing in this Amendment is, or shall be construed to be, a waiver by either Party of any default under the Lease by the other Party.

7. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

8. Recording. This Amendment shall be recorded. The cost of recording shall be paid by Lessee.

(Signatures Appear on the Following Pages)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be duly executed as of the day and year first above written.

LESSOR:

SAWYER COUNTY

By: Thomas R. Hoff
Its: County Administrator

LESSEE:

JOHN R. FULTON

PAULA R. FULTON

JANE ANN BRANDENSTEIN

DANIEL CHARLES BRANDENSTIN

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared Thomas R. Hoff, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires:_____

(Signatures Continue on the Following Page)

STATE OF WISCONSIN)

COUNTY OF SAWYER) SS.
)

Before me, a Notary Public is and for said County and State, personally appeared _____ . In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires:_____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared _____ . In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires:_____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared _____ . In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires:_____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared _____ . In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires:_____

Exhibit A
Leased Premises
(See attached)

**AMENDMENT TO SAWYER COUNTY AIRPORT
HANGAR AREA LEASE**

THIS AMENDMENT TO SAWYER COUNTY AIRPORT HANGAR AREA LEASE (this “Amendment”) is dated as of March 18, 2021, by and between Sawyer County (“Lessor”), and Jackson Holdings, LLC, a Wisconsin limited liability company (“Lessee”). Lessor and Lessee shall be singularly referred to herein as a “Party” or collectively as the “Parties”.

RECITALS:

WHEREAS, pursuant to Wis. Stat. § 59.52(6), the County has statutory authority to own and lease real property for public purposes, including but not limited to, property for airport purposes;

WHEREAS, the County owns property located at the Sawyer County Airport (“Airport”), which includes a parcel of real property upon which Lessee’s personal property/aircraft hangar sits, as more fully depicted and described in Exhibit A, which is attached hereto and incorporated herein (the “Leased Premises”);

WHEREAS, Lessor and Thomas W. Schroeder entered into that certain Sawyer County Airport Hangar Area Lease dated May 1, 2000 (the “Lease”) for the Leased Premises;

WHEREAS, the Lease provided for an initial 20-year term with the option to renew the Lease for an additional 10-year term;

WHEREAS, the 20-year Lease term expired on May 1, 2020 (“Initial Expiration Date”);

WHEREAS, Lessee continued to occupy the Leased Premises after the Initial Expiration Date and now wishes to formally exercise the 10-year renewal term; and

WHEREAS, Lessor and Lessee mutually desire to amend the Lease to reflect the extension of the Lease term from ten (10) years past the Initial Expiration Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties acknowledge and agree that the Recitals set forth above are true and accurate, and are hereby incorporated into this Amendment.

2. Extension of Term. Pursuant to Paragraph 3 of the Lease, Lessee hereby exercises the right to renew the Lease for one (1) additional successive ten (10) year period under the same terms and conditions set forth in the Lease. Unless earlier terminated in accordance with the terms of the Lease, the Lease shall terminate on May 1, 2020. Lessee shall surrender all portions of the Leased Premises upon termination of this Lease unless Lessor and Lessee execute

a new lease agreement, the terms of which shall be mutually agreed to by the Parties and are not bound by the terms of the Lease or this Amendment.

3. Rent. The Parties acknowledge that the current annual rent amount is \$534.52. The rent shall be adjusted pursuant to Paragraph 4 of the Lease.

4. No Other Changes to Lease Terms. Unless expressly amended in this Amendment, all other terms and conditions contained in the Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. The Lease and this Amendment shall be considered one complete agreement. To the extent of any conflict between the provisions of this Amendment and the Lease, the provisions of this Amendment shall control. This Amendment shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

5. Authority to Enter Into Amendment. Lessee represents and warrants to Lessor that it has full legal right, title and authority to enter into this Amendment, and that it is in good standing in the State of Wisconsin. Lessee shall indemnify and hold Lessor harmless for any costs, damages, fees or other amounts incurred by Lessor as a result of Lessee's predecessor in interest to the Lease failing to properly assign or otherwise properly transfer any interest in the Lease as intended. This Paragraph 5 does not amend or modify Lessee's obligations to indemnify and hold Lessor harmless, as set forth in Paragraph 7 of the Lease.

6. No Waiver. Nothing in this Amendment is, or shall be construed to be, a waiver by either Party of any default under the Lease by the other Party.

7. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

8. Recording. This Amendment shall be recorded. The cost of recording shall be paid by Lessee.

(Signatures Appear on the Following Pages)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be duly executed as of the day and year first above written.

LESSOR:

SAWYER COUNTY

LESSEE:

JACKSON HOLDINGS, LLC a
Wisconsin limited liability company

By: Thomas R. Hoff
Its: County Administrator

By: _____
Its: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared Thomas R. Hoff, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared _____, on behalf of the _____. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires: _____

Exhibit A
Leased Premises

(See attached)

**AMENDMENT TO SAWYER COUNTY AIRPORT
HANGAR AREA LEASE**

THIS AMENDMENT TO SAWYER COUNTY AIRPORT HANGAR AREA LEASE (this “Amendment”) is dated as of March 18, 2021, by and between Sawyer County (“Lessor”), and Hanna Bay Holdings, LLC, a Wisconsin limited liability company (“Lessee”). Lessor and Lessee shall be singularly referred to herein as a “Party” or collectively as the “Parties”.

RECITALS:

WHEREAS, pursuant to Wis. Stat. § 59.52(6), the County has statutory authority to own and lease real property for public purposes, including but not limited to, property for airport purposes;

WHEREAS, the County owns property located at the Sawyer County Airport (“Airport”), which includes a parcel of real property upon which Lessee’s personal property/aircraft hangar sits, as more fully depicted and described in Exhibit A, which is attached hereto and incorporated herein (the “Leased Premises”);

WHEREAS, Lessor and Harold M. Burton entered into that certain Sawyer County Airport Hangar Area Lease dated July 23, 1996 (the “Lease”) for the Leased Premises; and

WHEREAS, the Lease provided for an initial 20-year term with the option to renew the Lease for an additional 10-year term;

WHEREAS, the 20-year Lease term expired on July 23, 2016 (“Initial Expiration Date”);

WHEREAS, Lessee continued to occupy the Leased Premises after the Initial Expiration Date and now wishes to formally exercise the 10-year renewal term; and

WHEREAS, Lessor and Lessee mutually desire to amend the Lease to reflect the extension of the Lease term from ten (10) years past the Initial Expiration Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties acknowledge and agree that the Recitals set forth above are true and accurate, and are hereby incorporated into this Amendment.

2. Extension of Term. Pursuant to Paragraph 3 of the Lease, Lessee hereby exercises the right to renew the Lease for one (1) additional successive ten (10) year period under the same terms and conditions set forth in the Lease. Unless earlier terminated in accordance with the terms of the Lease, the Lease shall terminate on July 23, 2026. Lessee shall surrender all portions of the Leased Premises upon termination of this Lease unless Lessor and Lessee

execute a new lease agreement, the terms of which shall be mutually agreed to by the Parties and are not bound by the terms of the Lease or this Amendment.

3. Rent. The Parties acknowledge that the current rent amount is \$496.37. The rent shall be adjusted pursuant to Paragraph 4 of the Lease.

4. No Other Changes to Lease Terms. Unless expressly amended in this Amendment, all other terms and conditions contained in the Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. The Lease and this Amendment shall be considered one complete agreement. To the extent of any conflict between the provisions of this Amendment and the Lease, the provisions of this Amendment shall control. This Amendment shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

5. Authority to Enter Into Amendment. Lessee represents and warrants to Lessor that it has full legal right, title and authority to enter into this Amendment, and that it is in good standing in the State of Wisconsin. Lessee shall indemnify and hold Lessor harmless for any costs, damages, fees or other amounts incurred by Lessor as a result of Lessee's predecessor in interest to the Lease failing to properly assign or otherwise properly transfer any interest in the Lease as intended. This Paragraph 5 does not amend or modify Lessee's obligations to indemnify and hold Lessor harmless, as set forth in Paragraph 7 of the Lease.

6. No Waiver. Nothing in this Amendment is, or shall be construed to be, a waiver by either Party of any default under the Lease by the other Party.

7. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

8. Recording. This Amendment shall be recorded. The cost of recording shall be paid by Lessee.

(Signatures Appear on the Following Pages)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be duly executed as of the day and year first above written.

LESSOR:

SAWYER COUNTY

LESSEE:

HANNA BAY HOLDINGS, a Wisconsin
limited liability company

By: Thomas R. Hoff
Its: County Administrator

By: _____
Its: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared Thomas R. Hoff, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared _____, on behalf of the _____. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires: _____

Exhibit A
Leased Premises

(See attached)

**AMENDMENT TO SAWYER COUNTY AIRPORT
HANGAR AREA LEASE**

THIS AMENDMENT TO SAWYER COUNTY AIRPORT HANGAR AREA LEASE (this “Amendment”) is dated as of March 18, 2021, by and between Sawyer County (“Lessor”), and Sawyer Aviation, LLC a Wisconsin limited liability company (“Lessee”). Lessor and Lessee shall be singularly referred to herein as a “Party” or collectively as the “Parties”.

RECITALS:

WHEREAS, pursuant to Wis. Stat. § 59.52(6), the County has statutory authority to own and lease real property for public purposes, including but not limited to, property for airport purposes;

WHEREAS, the County owns property located at the Sawyer County Airport (“Airport”), which includes a parcel of real property upon which Lessee’s personal property/aircraft hangar sits, as more fully depicted and described in Exhibit A, which is attached hereto and incorporated herein (the “Leased Premises”);

WHEREAS, Lessor and Richard A. Stolfa entered into that certain Sawyer County Airport Hangar Area Lease dated September 30, 1991 (the “Lease”) for the Leased Premises;

WHEREAS, the Lease provided for an initial 20-year term with the option to renew the Lease for an additional 10-year term;

WHEREAS, the 20-year Lease term expired on September 30, 2011 (“Initial Expiration Date”);

WHEREAS, Lessee continued to occupy the Leased Premises after the Initial Expiration Date and now wishes to formally exercise the 10-year renewal term; and

WHEREAS, Lessor and Lessee mutually desire to amend the Lease to reflect the extension of the Lease term from ten (10) years past the Initial Expiration Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties acknowledge and agree that the Recitals set forth above are true and accurate, and are hereby incorporated into this Amendment.

2. Extension of Term. Pursuant to Paragraph 3 of the Lease, Lessee hereby exercises the right to renew the Lease for one (1) additional successive ten (10) year period under the same terms and conditions set forth in the Lease. Unless earlier terminated in accordance with the terms of the Lease, the Lease shall terminate on September 30, 2021. Lessee shall surrender all portions of the Leased Premises upon termination of this Lease unless Lessor and

Lessee execute a new lease agreement, the terms of which shall be mutually agreed to by the Parties and are not bound by the terms of the Lease or this Amendment.

3. Rent. The Parties acknowledge that the current rent amount is \$584.10. The rent shall be adjusted pursuant to Paragraph 4 of the Lease.

4. No Other Changes to Lease Terms. Unless expressly amended in this Amendment, all other terms and conditions contained in the Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. The Lease and this Amendment shall be considered one complete agreement. To the extent of any conflict between the provisions of this Amendment and the Lease, the provisions of this Amendment shall control. This Amendment shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

5. Authority to Enter Into Amendment. Lessee represents and warrants to Lessor that it has full legal right, title and authority to enter into this Amendment, and that it is in good standing in the State of Wisconsin. Lessee shall indemnify and hold Lessor harmless for any costs, damages, fees or other amounts incurred by Lessor as a result of Lessee's predecessor in interest to the Lease failing to properly assign or otherwise properly transfer any interest in the Lease as intended. This Paragraph 5 does not amend or modify Lessee's obligations to indemnify and hold Lessor harmless, as set forth in Paragraph 7 of the Lease.

6. No Waiver. Nothing in this Amendment is, or shall be construed to be, a waiver by either Party of any default under the Lease by the other Party.

7. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

8. Recording. This Amendment shall be recorded. The cost of recording shall be paid by Lessee.

(Signatures Appear on the Following Pages)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be duly executed as of the day and year first above written.

LESSOR:

SAWYER COUNTY

LESSEE:

SAWYER AVIATION, LLC a Wisconsin
limited liability company

By: Thomas R. Hoff
Its: County Administrator

By: _____
Its: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared Thomas R. Hoff, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared _____, on behalf of the _____. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires: _____

Exhibit A
Leased Premises

(See attached)

**AMENDMENT TO SAWYER COUNTY AIRPORT
HANGAR AREA LEASE**

THIS AMENDMENT TO SAWYER COUNTY AIRPORT HANGAR AREA LEASE (this “Amendment”) is dated as of March 18, 2021, by and between Sawyer County (“Lessor”), and John D. McCain and Virginia J. McCain (collectively, “Lessee”). Lessor and Lessee may be singularly referred to herein as a “Party” or collectively as the “Parties”.

RECITALS:

WHEREAS, pursuant to Wis. Stat. § 59.52(6), the County has statutory authority to own and lease real property for public purposes, including but not limited to, property for airport purposes;

WHEREAS, the County owns property located at the Sawyer County Airport (“Airport”), which includes a parcel of real property upon which Lessee’s personal property/aircraft hangar sits, as more fully depicted and described in Exhibit A, which is attached hereto and incorporated herein (the “Leased Premises”);

WHEREAS, Lessor and Lessee entered into that certain Sawyer County Airport Hangar Area Lease dated December 1, 2000 (the “Lease”) for the Leased Premises; and

WHEREAS, the Lease provided for an initial 20-year term with the option to renew the Lease for an additional 10-year term;

WHEREAS, the 20-year Lease term expired on December 1, 2020 (“Initial Expiration Date”);

WHEREAS, Lessee continued to occupy the Leased Premises after the Initial Expiration Date and now wishes to formally exercise the 10-year renewal term; and

WHEREAS, Lessor and Lessee mutually desire to amend the Lease to reflect the extension of the Lease term from ten (10) years past the Initial Expiration Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties acknowledge and agree that the Recitals set forth above are true and accurate, and are hereby incorporated into this Amendment.

2. Extension of Term. Pursuant to Paragraph 3 of the Lease, Lessee hereby exercises the right to renew the Lease for one (1) additional successive ten (10) year period under the same terms and conditions set forth in the Lease. Unless earlier terminated in accordance with the terms of the Lease, the Lease shall terminate on December 1, 2030. Lessee shall surrender all portions of the Leased Premises upon termination of this Lease unless Lessor and Lessee execute a new lease agreement, the terms of which shall be mutually agreed to by the Parties and are not bound by the terms of the Lease or this Amendment.

3. Rent. The Parties acknowledge that the current annual rent amount is \$497.00. The rent shall be adjusted pursuant to Paragraph 4 of the Lease.

4. No Other Changes to Lease Terms. Unless expressly amended in this Amendment, all other terms and conditions contained in the Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. The Lease and this Amendment shall be considered one complete agreement. To the extent of any conflict between the provisions of this Amendment and the Lease, the provisions of this Amendment shall control. This Amendment shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

5. Authority to Enter Into Amendment. Lessee represents and warrants to Lessor that it has full legal right, title and authority to enter into this Amendment. Lessee shall indemnify and hold Lessor harmless for any costs, damages, fees or other amounts incurred by Lessor as a result of Lessee's predecessor in interest to the Lease failing to properly assign or otherwise properly transfer any interest in the Lease as intended. This Paragraph 5 does not amend or modify Lessee's obligations to indemnify and hold Lessor harmless, as set forth in Paragraph 7 of the Lease.

6. No Waiver. Nothing in this Amendment is, or shall be construed to be, a waiver by either Party of any default under the Lease by the other Party.

7. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

8. Recording. This Amendment shall be recorded. The cost of recording shall be paid by Lessee.

(Signatures Appear on the Following Pages)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be duly executed as of the day and year first above written.

LESSOR:

LESSEE:

SAWYER COUNTY

John D. McCain

By: Thomas R. Hoff
Its: County Administrator

Virginia J. McCain

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared Thomas R. Hoff, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires:_____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared _____. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires:_____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared _____. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires:_____

Exhibit A
Leased Premises
(See attached)

**AMENDMENT TO SAWYER COUNTY AIRPORT
HANGAR AREA LEASE**

THIS AMENDMENT TO SAWYER COUNTY AIRPORT HANGAR AREA LEASE (this “Amendment”) is dated as of March 18, 2021, by and between Sawyer County (“Lessor”), and David McCorquodale, (“Lessee”). Lessor and Lessee may be singularly referred to herein as a “Party” or collectively as the “Parties”.

RECITALS:

WHEREAS, pursuant to Wis. Stat. § 59.52(6), the County has statutory authority to own and lease real property for public purposes, including but not limited to, property for airport purposes;

WHEREAS, the County owns property located at the Sawyer County Airport (“Airport”), which includes a parcel of real property upon which Lessee’s personal property/aircraft hangar sits, as more fully depicted and described in Exhibit A, which is attached hereto and incorporated herein (the “Leased Premises”);

WHEREAS, Lessor and C.E. Gammill entered into that certain Sawyer County Airport Hangar Area Lease dated October 1, 1991 (the “Lease”) for the Leased Premises; and

WHEREAS, the Lease provided for an initial 20-year term with the option to renew the Lease for an additional 10-year term;

WHEREAS, the 20-year Lease term expired on October 1, 2011 (“Initial Expiration Date”);

WHEREAS, Lessee continued to occupy the Leased Premises after the Initial Expiration Date and now wishes to formally exercise the 10-year renewal term; and

WHEREAS, Lessor and Lessee mutually desire to amend the Lease to reflect the extension of the Lease term from 10 years past the Initial Expiration Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties acknowledge and agree that the Recitals set forth above are true and accurate, and are hereby incorporated into this Amendment.

2. Extension of Term. Pursuant to Paragraph 3 of the Lease, Lessee hereby exercises the right to renew the Lease for one (1) additional successive ten (10) year period under the same terms and conditions set forth in the Lease. Unless earlier terminated in accordance with the terms of the Lease, the Lease shall terminate on October 1, 2021. Lessee shall surrender all portions of the Leased Premises upon termination of this Lease unless Lessor and Lessee execute a new lease agreement, the terms of which shall be mutually agreed to by the Parties and are not bound by the terms of the Lease or this Amendment.

3. Rent. The Parties acknowledge that the current annual rent amount is \$364.68. The rent shall be adjusted pursuant to Paragraph 4 of the Lease.

4. No Other Changes to Lease Terms. Unless expressly amended in this Amendment, all other terms and conditions contained in the Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. The Lease and this Amendment shall be considered one complete agreement. To the extent of any conflict between the provisions of this Amendment and the Lease, the provisions of this Amendment shall control. This Amendment shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

5. Authority to Enter Into Amendment. Lessee represents and warrants to Lessor that it has full legal right, title and authority to enter into this Amendment. Lessee shall indemnify and hold Lessor harmless for any costs, damages, fees or other amounts incurred by Lessor as a result of Lessee's predecessor in interest to the Lease failing to properly assign or otherwise properly transfer any interest in the Lease as intended. This Paragraph 5 does not amend or modify Lessee's obligations to indemnify and hold Lessor harmless, as set forth in Paragraph 7 of the Lease.

6. No Waiver. Nothing in this Amendment is, or shall be construed to be, a waiver by either Party of any default under the Lease by the other Party.

7. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

8. Recording. This Amendment shall be recorded. The cost of recording shall be paid by Lessee.

(Signatures Appear on the Following Pages)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be duly executed as of the day and year first above written.

LESSOR:

LESSEE:

SAWYER COUNTY

By: Thomas R. Hoff
Its: County Administrator

DAVID MCCORQUODALE

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared Thomas R. Hoff, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires:_____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared _____, In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires:_____

Exhibit A
Leased Premises

(See attached)

**AMENDMENT TO SAWYER COUNTY AIRPORT
HANGAR AREA LEASE**

THIS AMENDMENT TO SAWYER COUNTY AIRPORT HANGAR AREA LEASE (this “Amendment”) is dated as of March 18, 2021, by and between Sawyer County (“Lessor”), and Schull Properties of Hayward, LLC, a Wisconsin limited liability company (“Lessee”). Lessor and Lessee shall be singularly referred to herein as a “Party” or collectively as the “Parties”.

RECITALS:

WHEREAS, pursuant to Wis. Stat. § 59.52(6), the County has statutory authority to own and lease real property for public purposes, including but not limited to, property for airport purposes;

WHEREAS, the County owns property located at the Sawyer County Airport (“Airport”), which includes a parcel of real property upon which Lessee’s personal property/aircraft hangar sits, as more fully depicted and described in Exhibit A, which is attached hereto and incorporated herein (the “Leased Premises”);

WHEREAS, Lessor and Illinois Data Mart, Inc. entered into that certain Sawyer County Airport Hangar Area Lease dated July 9, 1997 (the “Lease”) for the Leased Premises;

WHEREAS, the Lease provided for an initial 20-year term with the option to renew the Lease for an additional 10-year term;

WHEREAS, the 20-year Lease term expired on July 9, 2017 (“Initial Expiration Date”);

WHEREAS, Lessee continued to occupy the Leased Premises after the Initial Expiration Date and now wishes to formally exercise the 10-year renewal term; and

WHEREAS, Lessor and Lessee mutually desire to amend the Lease to reflect the extension of the Lease term from ten (10) years past the Initial Expiration Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties acknowledge and agree that the Recitals set forth above are true and accurate, and are hereby incorporated into this Amendment.

2. Extension of Term. Pursuant to Paragraph 3 of the Lease, Lessee hereby exercises the right to renew the Lease for one (1) additional successive ten (10) year period under the same terms and conditions set forth in the Lease. Unless earlier terminated in accordance with the terms of the Lease, the Lease shall terminate on July 9, 2027. Lessee shall surrender all portions of the Leased Premises upon termination of this Lease unless Lessor and Lessee execute

a new lease agreement, the terms of which shall be mutually agreed to by the Parties and are not bound by the terms of the Lease or this Amendment.

3. Rent. The Parties acknowledge that the current annual rent amount is \$584.10. The rent shall be adjusted pursuant to Paragraph 4 of the Lease.

4. No Other Changes to Lease Terms. Unless expressly amended in this Amendment, all other terms and conditions contained in the Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. The Lease and this Amendment shall be considered one complete agreement. To the extent of any conflict between the provisions of this Amendment and the Lease, the provisions of this Amendment shall control. This Amendment shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

5. Authority to Enter Into Amendment. Lessee represents and warrants to Lessor that it has full legal right, title and authority to enter into this Amendment, and that it is in good standing in the State of Wisconsin. Lessee shall indemnify and hold Lessor harmless for any costs, damages, fees or other amounts incurred by Lessor as a result of Lessee's predecessor in interest to the Lease failing to properly assign or otherwise properly transfer any interest in the Lease as intended. This Paragraph 5 does not amend or modify Lessee's obligations to indemnify and hold Lessor harmless, as set forth in Paragraph 7 of the Lease.

6. No Waiver. Nothing in this Amendment is, or shall be construed to be, a waiver by either Party of any default under the Lease by the other Party.

7. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

8. Recording. This Amendment shall be recorded. The cost of recording shall be paid by Lessee.

(Signatures Appear on the Following Pages)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be duly executed as of the day and year first above written.

LESSOR:

SAWYER COUNTY

LESSEE:

**SCHULL PROPERTIES OF
HAYWARD, LLC** a Wisconsin limited
liability company

By: Thomas R. Hoff
Its: County Administrator

By: _____
Its: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared Thomas R. Hoff, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared _____, on behalf of the _____. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires: _____

Exhibit A
Leased Premises
(See attached)

Highway Commissioner Report March, 2021

The crew has been performing snow and ice control activities on state and county highways.

The crew has been brushing on STH 27/70 between Fleming Way and Butler Road. The Department of Transportation has agreed to set aside the marketable timber for LCO.

Annual Mine Safety Training will be provided virtually through Wisconsin County Mutual. The training will be available any time during the month of May. Arrangements will be made with the IT Department to facilitate this training. Covid-19 guidelines will be followed during this training session.

Bids for asphalt and pavement marking were opened on February 26, 2021 at 3:00 p.m. (Bid results were unavailable at the time this report was prepared.)

There are currently no employees out on worker's compensation.

The crew continues to work under Covid-19 guidelines established by the Sawyer County Public Health Officer. There are currently seven highway department employees who have contracted Covid-19 and all have returned to work. At this time no highway department employees have received the Covid vaccination and we have received no word on when these vaccinations might occur.

Sawyer County Highway Department Overtime Report

3/10/2021

<u>Month</u>	COUNTY HOURS					STATE HOURS				
	2021	2020	2019	2018	2017	2021	2020	2019	2018	2017
January	-7.25	87.25	25.75	82.50	123.75	167.50	252.50	129.00	234.50	285.50
February	7.00	64.50	258.00	121.50	45.25	183.50	58.50	543.50	250.00	118.00
March	0.00	43.25	134.00	87.50	38.75	0.00	88.50	154.75	103.50	106.50
April	0.00	34.00	68.25	193.25	8.00	0.00	60.50	70.75	192.50	30.50
May	0.00	-6.00	28.00	23.50	45.00	0.00	24.50	1.00	7.25	0.00
June	0.00	12.75	6.00	109.50	416.00	0.00	27.75	2.00	33.50	27.50
July	0.00	155.25	264.75	342.50	190.25	0.00	16.00	15.50	32.50	133.25
August	0.00	175.00	85.25	64.50	197.75	0.00	7.25	0.50	46.00	3.00
September	0.00	79.00	14.50	276.50	51.50	0.00	24.00	4.00	9.50	4.00
October	0.00	110.50	22.25	36.75	63.75	0.00	51.50	54.50	6.00	40.25
November	0.00	164.00	240.75	224.50	176.25	0.00	132.50	193.75	206.50	169.75
December	0.00	326.75	388.25	220.00	238.25	0.00	256.50	312.75	195.00	199.50
TOTALS	-0.25	1,246.25	1,535.75	1,782.50	1,594.50	351.00	1,000.00	1,482.00	1,316.75	1,117.75

<u>Month</u>	COUNTY WAGES					STATE WAGES				
	2021	2020	2019	2018	2017	2021	2020	2019	2018	2017
January	-92.45	2,955.59	819.77	2,739.98	4,075.03	5,374.16	8,232.03	4,183.26	7,557.13	9,244.31
February	356.80	2,193.37	8,316.90	3,974.79	1,454.37	6,057.90	1,888.70	17,734.95	8,070.18	3,841.90
March	0.00	1,451.06	4,311.36	2,818.56	1,326.44	0.00	2,935.84	5,007.84	3,305.42	3,463.95
April	0.00	1,173.02	2,154.70	6,143.47	270.50	0.00	2,026.73	2,309.81	6,288.45	1,000.14
May	0.00	-171.51	918.13	775.83	1,471.80	0.00	751.22	32.57	231.02	0.00
June	0.00	410.78	198.96	3,548.04	11,771.25	0.00	877.19	65.13	1,082.23	903.60
July	0.00	4,774.96	8,037.74	10,273.98	5,473.15	0.00	531.86	514.33	963.78	3,567.89
August	0.00	5,552.54	2,557.77	1,959.79	5,643.01	0.00	244.09	8.25	1,471.37	105.44
September	0.00	2,461.94	490.92	8,598.81	1,698.96	0.00	824.69	132.98	320.61	128.34
October	0.00	3,580.20	685.51	1,208.96	2,110.60	0.00	1,722.57	1,802.21	195.24	1,302.79
November	0.00	5,303.69	8,066.69	7,189.69	5,820.65	0.00	4,269.56	6,395.35	6,779.25	5,432.53
December	0.00	10,768.25	12,824.10	7,069.89	7,594.96	0.00	8,436.65	10,272.11	6,357.07	6,438.27
TOTALS	264.35	40,453.89	49,382.55	56,301.79	48,710.72	11,432.06	32,741.13	48,458.79	42,621.75	35,429.16

Maintenance Report March 2021

Along with routine maintenance and snow removal, the following maintenance projects were started or completed in February:

I. Courthouse:

- Revamping the WIC area is back on schedule.
- Paper shredding is now being done by Confidential Records Incorporated.

II. Sheriff's Department:

- The new jail boiler has been brought online. However, we are still working with technicians from Trane to correct a couple of problems with the control wiring for the system.
- We are currently working with Kreyer Electric and Andry Rasmussen and Sons, Inc. on remodeling the Dispatch Center.
 - Dispatch is being increased from two work stations to three.
 - The electrical capacity of Dispatch is being increased, and each station will be serviced by its own electrical circuits.
 - All cast iron plumbing, located in the ceiling above Dispatch and the main computer server room, is being removed and replaced with PVC.
 - We have increased the number of circuits that are being backed up by the standby generator.

III. Highway:

- Serviced the air exchanger at the Winter shop.

IV. Ambulance:

- Wall mounted T.V. and electrical power in the Hayward station bay.

Memo

**Sawyer County Courthouse Addition and
Remodeling**

Hayward, WI

Date: March 10, 2021

Distributed on:
Venture Project No.
Client Project No.

Page 1 of 1

Public Works Committee – March 10, 2021 @ 6:30pm

Project Update

Current Activities

1. Construction Manager Services Request for Proposal (RFP)
 - a. Discuss distribution
2. Venture Architects Contract
 - a. Submitted draft copy to Sawyer County
3. Site Survey
 - a. Harwood Engineering is developing a Survey RFP
 - b. Anticipating the use of Sawyer County Surveyor for this work
4. Soil Borings
 - a. Harwood Engineering is developing a Boring RFP
5. Courtroom Touring
 - a. Request to tour other Justice Center courtrooms
 - b. Discussing with Judge Yackel and Christopher Channing, Court Administrator
 - c. Who would want to attend?
6. Schedule
 - a. Want to begin project work with CM in attendance
 - b. Begin mid-May
 - c. Bid project in early 2022
 - d. Start construction Spring 2022
7. Attachments
 - a. Concept diagram
 - b. 3D development

END OF MEMO



