Sawyer County

Agenda

County Board of Supervisors Meeting
Thursday, March 18, 2021 @ 6:30 PM
Large Courtroom; Sawyer County Courthouse/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/95015680309**. You can also use the dial in number for listening only at **1-312-626-6799**with the Webinar ID: 950 1568 0309. 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. PLEDGE OF ALLEGIANCE

4. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW

5. MEETING AGENDA

6. PUBLIC COMMENTS

a. At this time, members of the public will be given the opportunity to address the Board on items not on the agenda. Please adhere to the following when addressing the Board:

- Comments will be limited to 3 minutes or less per individual.
- Comments should be directed to the Board as a whole and

not directed to individual Board members.
- The Board 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.

7. CONSIDER ACCEPTING MINUTES FROM PREVIOUS MEETING

5 - 7 a. 2.18.21 County Board Minutes DRAFT

8. ZONING COMMITTEE CHAIR REPORT

8 - 18 a. Zone District Map Amendment Request - RZN #21-001
RZN #21-001 Scheer CB Staff Report
Resolution for RZN #21-001

19 - 29 b. Zone District Map Amendment Request - RZN #21-002
RZN #21-002 Scheer CB Staff Report
Resolution for RZN #21-002

30 - 39 c. Zone District Map Amendment Request - RZN #20-011
RZN #20-011 Todds Redimix CB Staff Report
Resolution for RZN #20-011

9. PUBLIC SAFETY COMMITTEE CHAIR REPORT

40 - 44 a. Criminal Justice Coordinating Council Update (discussion and possible action)
1) Memorandum of Understanding Between Lac Courte Oreilles and Sawyer County RE: Criminal Justice Coordination Committee (JusticePoint) (discussion and possible action)
2) Memorandum of Understanding Amendment (LCO & Sawyer County) (discussion and possible action)

45 - 119 b. Cooperative Law Enforcement Agreement and Amendment (discussion and possible action)
1) 2021-02-01 - 2021 Cooperative Law Enforcement Agreement - AMENDED FINAL REDLINES
2) 2021-02-01 - 2021 Amended Cooperative Law Enforcement Agreement - FINAL_
3) Final Draft of Tribal Deputy Grant submitted 11-30-20
4) 2021-03-08 Resolution re_ Law Enforcement Agreement (PSC)

10. SAWYER COUNTY CRIMINAL JUSTICE COORDINATING COUNCIL

120 - 125 a. Amendment to CJCC By-Laws (discussion and possible

discussion)
CJCC By-Laws Revised 3.21

11. PUBLIC WORKS COMMITTEE CHAIR REPORT

a. Review of Proposed Ad Hoc Committee for Courthouse Construction Project (discussion and possible action)

126 - 166 b. 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

12. LAND, WATER, AND FOREST RESOURCES COMMITTEE CHAIR REPORT

167 - 168 a. 2021 Outdoor Recreational Trail Aids Resolution (discussion and possible action)
Res 2021-62 Resolution for Outdoor Recreation Aids

169 - 172 b. Request for OTC Land Sale
OTC Land Sale Town of Ojibwa - 020639235710

173 - 177 c. Nordic Ridge Easement Request (discussion and possible action)
1) Fred Scheer, Nordic Ridge easement request email
2) Easement area from County on Ski Trail
3) 2021-03-15 Resolution re_ Nordic Ridge Easement (LWFR)

13. HEALTH AND HUMAN SERVICES BOARD CHAIR REPORT

14. FINANCE COMMITTEE CHAIR REPORT

178 a. Request to Close Bankcorp Account Approved at Finance Committee Level
Request to Close Bancorp Account

15. ECONOMIC DEVELOPMENT & UW EXTENSION COMMITTEE CHAIR REPORT

16. COUNTY ADMINISTRATOR'S REPORT

179 a. Redistricting Modified Timeline

180 - 183 b. Administrator's Report 2021-03-11

17. CORRESPONDENCE, REPORTS FROM CONFERENCES AND MEETINGS, OTHER MATTERS FOR DISCUSSION ONLY

18. DISCLAIMER:

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 18th meeting of the Sawyer County Board of Supervisors
Large Courtroom; Sawyer County Courthouse/Virtual

Voting Committee Members Present (X)	District	Wards
☒ Dale Schleeter	01	T Lenroot W-1, T Hayward W-7, C Hayward W-5 & 6
☒ Jesse Boettcher	02	T Lenroot W-2, T Round Lake W-1
☒ Tweed Shuman	03	T Hayward W-1 & 2
☒ Stacey Hessel	04	T Hayward W-1 & 3
☒ James H. Schlender, Jr.	05	T Hayward W-5 & 6
☒ Marc D. Helwig	06	C Hayward W-1 & 2
☒ Thomas W. Duffy	07	C Hayward W-3 & 4
☒ Bruce Paulsen	08	T Bass Lake W-1 & 2
☒ Brian Bisonette-Virtual	09	T Bass Lake W-3 & 4
☒ Chuck Van Etten	10	T Sand Lake, T Edgewater W-1
☒ Dale Olson - Virtual	11	T Edgewater W-2, T Bass Lake W-5, T Hayward W-8, T Meteor, T Couderay, V Couderay
☒ Dawn Petit - Virtual	12	T Spider Lake, T Round Lake, W-2, T Winter W-1
☒ Ron Kinsley	13	T Hunter, T Radisson W-1, T-Ojibwa W-1, V Radisson
☒ Ron Buckholtz	14	T Radisson W-2, T Ojibwa W-2, T Weirgor, V Exeland, T Meadowbrook
☒ Ed Peters	15	T Winter W-2, T Draper, V Winter

Call to Order - Chair Tweed Shuman called the meeting to order at 6:30 pm. Roll Call taken; quorum was met. Pledge of Allegiance

Certification of Compliance with the open meeting law was met.

Public Comments – Public comments were heard.

Minutes – A motion was made by Mr. Helwig to approve the minutes of the January 21, 2021, meeting; second by Mr. Buckholtz. Motion carried.

Appointments – A motion was made by Mr. Olson; second by Mr. Kinsley to appoint Rachel Thompson to the Land Information Council. The motion carried without negative vote. A motion was made by Mr. Buckholtz; second by Mr. Kinsley to appoint Board Supervisor Dale Schleeter to the Sawyer Senior Resource Center. Motion carried without negative vote. A motion was made by Ms. Petit; second by Mr. Helwig to appoint Ms. Stacey Hessel to fill the vacancy in District 4. Motion carried without negative vote. Judge Yackel presided over the Oath of Office.

Zoning Committee Chair Report – Mr. Buckholtz advised that there has been no Zoning Committee meeting since the January County Board meeting.

Economic Development and UW-Extension Committee Chair Report – Mr. Duffy introduced Ben Popp, Director of the American Birkebeiner, to provide an update of the 2021 American Birkebeiner Ski Race. It is the 47th anniversary of the

race this year. Mr. Popp advised that normally there would be approximately 13,000 skiers but due to Covid planning and precautions this year they allowed 5,000 to ski over a 5-day period. There are no spectators but they do expect skiers and visitors to spend time in Hayward during their stay.

Public Safety Committee Chair Report – Mr. Schlender advised that the jail is currently operating at 85% capacity and 911 calls have increased. He provided the annual Joint Powers Agreements between Sawyer County and local municipalities which allow emergency service coverage to residences and visitors. A motion was made by Ms. Petit; second by Mr. Helwig to approve the Joint Powers Agreements. Motion carried without negative vote.

Mr. Schlender provided a brief update on the February 16th Criminal Justice Coordinating Committee meeting, advising that a Memorandum of Understanding between the Lac Courte Oreilles Tribe and Sawyer County concerning the Criminal Justice Coordination Committee will move back to the March Public Safety meeting for discussion. The purpose of the MOU is to solidify the relationship between the Tribal Governing Board and the County in providing criminal justice services and to support a criminal justice coordinating committee.

Resolution 2021-56 Requesting the Wisconsin Legislature Revise Chapter 814 regarding filing fees was presented for adoption. The Resolution will allow Sawyer County to operate with the same funding schedule as other counties similarly situated. A motion was made by Mr. Duffy; second by Mr. Helwig to adopt Resolution 2021-56. Motion carried without negative vote.

Public Works Committee Chair Report – Mr. Kinsley advised that 13 of the 25 leases need more review. Mr. Paulsen made a motion to postpone the adoption of the Resolution setting forth policy for the Sawyer County hangar lease renewals and send it back to the Public Works Committee for further discussion; second was made by Mr. Helwig. Motion carried without negative vote.

Land, Water, and Forest Resources Committee Chair Report – Mr. Paulsen advised that the 5-year conservation resource management plan was reviewed and approved at the February 10th Committee meeting. A motion was made by Mr. Buckholtz; second by Mr. Duffy to approve the current list of Emergency Fire Wardens; second by Mr. Duffy. Motion carried without negative vote. The LWFRC will check with the DNR regarding additional southern fire wardens. Mr. Buckholtz made a motion to approve three routine county land sales that all meet minimum bid requirements; second by Mr. Boettcher. Motion carried without negative vote.

Health and Human Services Board Chair Report – Ms. Julia Lyons presented the Covid-19 Update. Sawyer County moved back into the red zone risk level but are not overly alarmed because the additional cases were already being monitored. Thursdays will be deemed the public vaccination day going forward in Sawyer County and various clinics and pharmacies are participating in giving the vaccine. To date 13.8% of County residents have received at least one dose, higher than the 13.1% Wisconsin state rate at this time.

Finance Committee Chair Report – Mr. Duffy made a motion; second by Mr. Schlender to adopt Resolution 2021-58 Authorizing an Increase to the 2020 Sheriff Department Budget and Carryover of Unused Funds – Donations Received. Motion carried without negative vote.

Mr. Hoff reviewed a slide presentation regarding the proposed second courtroom construction/remodel project. Due to Sawyer County's high caseload a second Judge is likely to be approved at the State level in November 2021 providing that facilities and staff are available. Lieutenant Jeff Johnson provided a video showing the current means of transporting incarcerated individuals across the street to the current facility. After discussion of the project and funding plans, a motion was made by Mr. Buckholtz; second by Mr. Schleeter to approve Resolution 2021-60 Providing for the Sale of Not-to-Exceed $8,000,000 General Obligation Bonds or Notes to approve this project. Roll Call Vote was taken. Votes in favor include: Schleeter, Boettcher Shuman, Hessel, Schlender, Helwig, Duffy, Paulsen, Bisonette, Van Etten, Olson, Buckholtz and Peters. Nay votes include: Petit and Kinsley. Motion carried 13-2.

County Administrator's Report – Written report was provided. Mr. Hoff reviewed Governor Evers' Budget initiatives one of which includes a proposed additional 0.5 percent sales tax for counties if supported and approved by local referendum.

Proposed Board Policy Revisions – Mr. Schlender provided history regarding the need for amending Rule 2-9 of the Sawyer County Supervisors Policies and Procedures regarding virtual and electronic attendance. A motion was made by Ms. Petit; second by Mr. Duffy to adopt Resolution – Amendment to Rule 2 and Part I/Section A of the Sawyer County Board of Supervisors Policy and Procedure Manual Relating to Virtual Attendance at County Board and Committee Meetings. The changes will clarify virtual meeting attendance rules. Motion carried without negative vote.

Mr. Helwig made a motion to discuss Amendment to Rule 1-3 Board Vacancies; second by Mr. Paulsen. A roll call vote was taken. Votes in favor include: Schleeter, Boettcher, Shuman, Hessel, Schlender, Helwig, Duffy, Paulsen, Bisonette, Van Etten, Olson, Petit, Kinsley, Buckholtz, Peters. Motion carried 15-0. After discussion a motion was made by Mr. Helwig; second by Mr. Boettcher to adopt the Amendment to Rule 1-3 Regarding Filing of Board Vacancies. Roll call vote was taken. Votes in Favor include: Boettcher, Hessel, Schlender, Helwig, Paulsen, Bisonette, Van Etten, Olson, Kinsley, and Peters. Nay votes include: Schleeter, Shuman, Duffy, Petit and Buckholtz. Motion carried 10-5.

A motion was made by Mr. Schlender; second by Mr. Helwig to discuss adding a Mission Statement to the Sawyer County Supervisors Policies and Procedures manual. The Resolution to make the addition was sponsored by Mr. Boettcher, co-sponsored by Mr. Helwig and Mr. Van Etten. Motion carried without negative vote. A motion was made by Mr. Boettcher; second by Mr. Helwig to adopt the Resolution; motion carried without negative vote.

Correspondence, Reports from Conferences and Meetings, Other Matters for Discussion

Meeting Date/Time – The next meeting of the County Board of Supervisors will be Thursday, March 18, at 6:30 pm in the Large Courtroom.

Meeting adjourned at 8:48 pm
Minutes recorded by Lynn Fitch, County Clerk

DRAFT

Rezone Request
STAFF REPORT FOR COUNTY BOARD OF SUPERVISORS

Prepared By: Jay Kozlowski, Sawyer County Zoning & Conservation Administrator

File: # RZN 21-001

Applicant:

Fred C. Scheer III
PO Box 221
Hayward, WI 54843

Property Location & Legal Description:

Part of the NW ¼ of the NW ¼ and the NE ¼ of the NW ¼ , Lot 46 of CSM 27/135 #7056; S07, T41N, R08W; Parcel #014-841-07-2208 5.0 total acres
zoned Agricultural-One (A-1)

Request: Rezone entire 5.0 acres of A-1 to Residential/Recreation (RR-1) to then resurvey into smaller residential lots like surrounding *Brook* properties.

Summary of Request & Project History:

The applicant is requesting to rezone the above described 5.0 acres from A-1 to RR-1. In conversations with the applicant they want to create two new parcels for this initial 5 acre parcel. A-1 zone district requirements would need a minimum of 5 acres thus the zone district change request. This entire area underwent a larger rezone and County Plat Subdivision back in 2005. At that time Mr. Scheer was not the owner of the property in question and therefore was not part of the initial rezoning of these lands referred to as "The Brook". Mr. Scheer, now the owner and developer of this area, is requesting the rezone for an initial lot creation on this parcel which will be done by a certified survey map if approved.

The Town of Lenroot comprehensive plan does show this area as forest residential. Forest residential as defined by the Town of Lenroot comprehensive plan are areas where the town has seen growth in residential development and is anticipated to continue to see this activity, on privately owned forested lands. In order to protect the natural resource base (woodlands & wetlands) in these areas and to promote low density development, it is recommended that development be limited to a minimum lot size of 5 acres with one single-family dwelling and no further subdivision of the lot within this area. With that being said however the majority of the existing development in this immediate area is also shown as forest residential and has much

smaller then the 5-acre lot size as dictated by the Town of Lenroot comprehensive plan future land use maps. This may be a case in which the Town maps have not been updated as to reflect this continued residential development in this area. The majority of this surrounding land area is RR-1 with single family dwelling development with some existing forestry zoned land closer to the river. This area as listed on the USDA-Natural Resources Conservation Service-Web Soil Survey also indicates this area as "not prime farmland".

Zoning Committee Public Hearing Information:

There were 4 opinion letters sent to property owners within 300'. Three of the letters were returned with no-objections, and read into record. The Town of Lenroot also approved the request at their February 8, 2021 Town Board meeting.

At the Sawyer County Zoning public hearing meeting on February 19, 2021 it was recommended for approval to County Board by a vote of 5-0 with the findings of facts determined as:

1) It would not destroy prime agricultural lands.
2) It would be compatible with the surrounding uses and the area.

Rezone Application # 21-001
Town of Kenhoot
Sawyer County

RECEIVED
DEC 04 2020
SAWYER COUNTY
ZONING ADMINISTRATION

Return Original

To: Sawyer County Zoning and Conservation
10610 Main Street, Suite 49
Hayward, WI 54843

Phone: 715-634-8288
E-mail: Kathy.marks@sawyercountygov.org

Owner: Fred C. Scheer III

Address: P.O. Box 221, Hayward, WI 54843
Phone: 715-699-7294 Email: fcscheer@yahoo.com

Legacy PIN # 014-841-07-2208 #16350 Acreage: 5

Change from District A-1 to RR-1

Property Description: PRT NWNW & NENW, LOT 4 & 6 CSM 27/135 #7056; S07, T41N, R08W;

Purpose of Request: TO reSurvey into smaller residential lots like surrounding Brook properties
TO SURVEY TO MAKE RESIDENTIAL LOTS

Fred C. Scheer

***Please Print & Sign (Property Owner)**

The above hereby make application for a rezone. The above certify that the listed information and intentions are true and correct. The above person(s) hereby give permission for access to the property for onsite inspection by Municipal Officials.

Name, Address, Phone & Email of Agent:

Phone Email:

Office Information: **Fee:** $400.00 **Date of Public Hearing** Feb. 19, 2021
Rev. 1/2020

Real Estate Sawyer County Property Listing

Today's Date: 12/4/2020

Property Status: Current

Created On: 2/6/2007 7:55:28 AM

Description

Updated: 7/18/2014

Tax ID:	16350
PIN:	57-014-2-41-08-07-2 02-000-000080
Legacy PIN:	014841072208
Map ID:	.6.8
Municipality:	(014) TOWN OF LENROOT
STR:	S07 T41N R08W
Description:	PRT FRAC NWNW & NENW LOT 46 CSM 27/135 #7056
Recorded Acres:	5.000
Calculated Acres:	5.056
Lottery Claims:	0
First Dollar:	No
Zoning:	(A-1) Agricultural One
ESN:	400

Tax Districts

Updated: 2/6/2007

1	State of Wisconsin
57	Sawyer County
014	Town of Lenroot
572478	Hayward Community School District
001700	Technical College

Recorded Documents

Updated: 10/11/2018

CORRECTION INSTRUMENT
Date Recorded: 10/9/2018 — 414788

QUIT CLAIM DEED
Date Recorded: 9/28/2018 — 414603

WARRANTY DEED
Date Recorded: 1/10/2006 — 336250

CERTIFIED SURVEY MAP
Date Recorded: 7/25/2005 — 332116

Ownership

Updated: 10/11/2018

FRED C SCHEER III HAYWARD WI

Billing Address:	Mailing Address:
FRED C SCHEER III	**FRED C SCHEER III**
PO BOX 221	PO BOX 221
HAYWARD WI 54843-0221	HAYWARD WI 54843-0221

Site Address

* indicates Private Road

N/A

Property Assessment

Updated: 6/14/2016

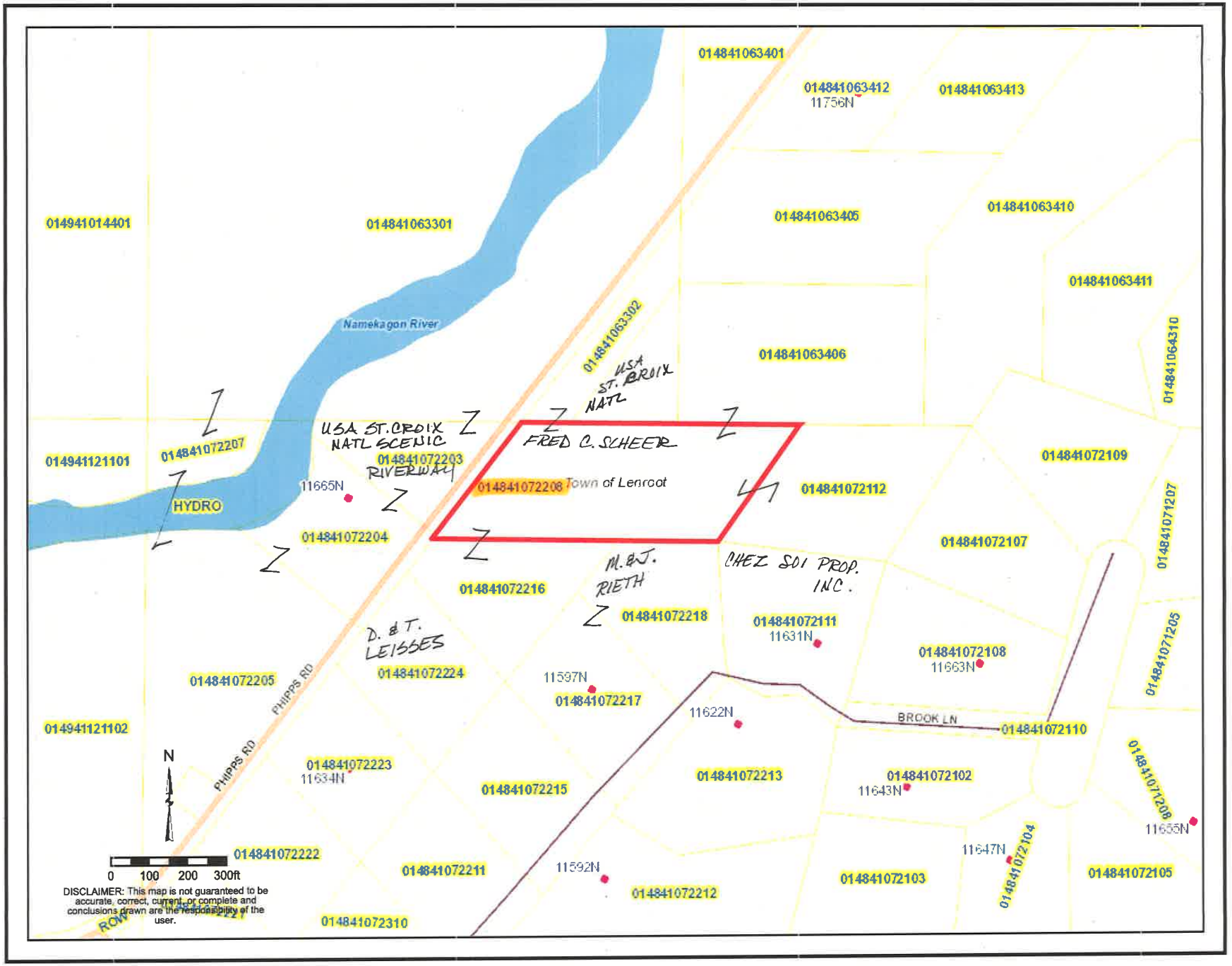
2020 Assessment Detail

Code	Acres	Land	Imp.
G1-RESIDENTIAL	5.000	25,200	0

2-Year Comparison	2019	2020	Change
Land:	25,200	25,200	0.0%
Improved:	0	0	0.0%
Total:	25,200	25,200	0.0%

Property History

N/A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USA ST. CROIX NATL
USA ST. CROIX NATL SCENIC RIVERWAY
FRED C. SCHEER
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Town of Lenroot
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M. & J. RIETH
CHEZ SOI PROP. INC.
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D. & T. LEISSES
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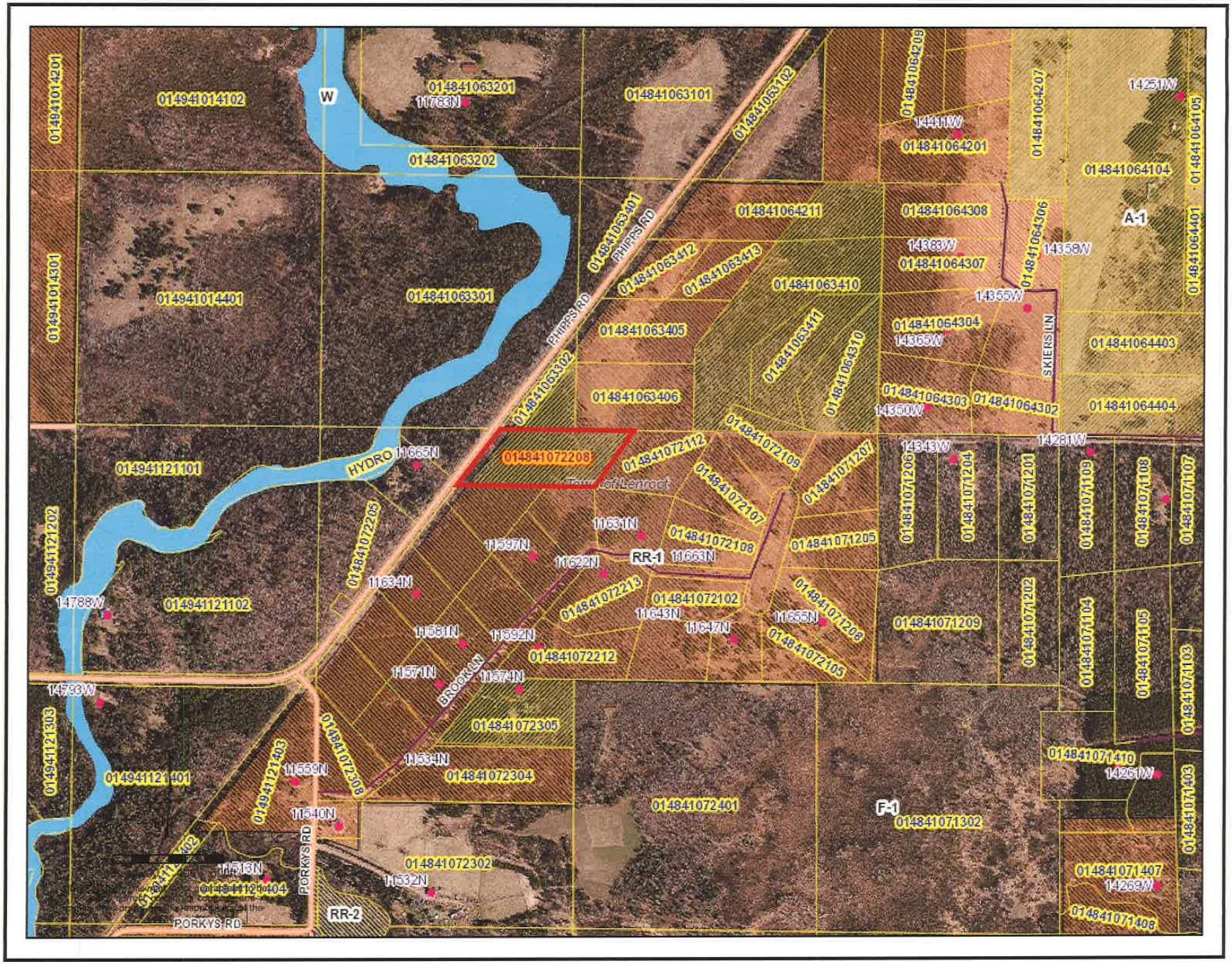
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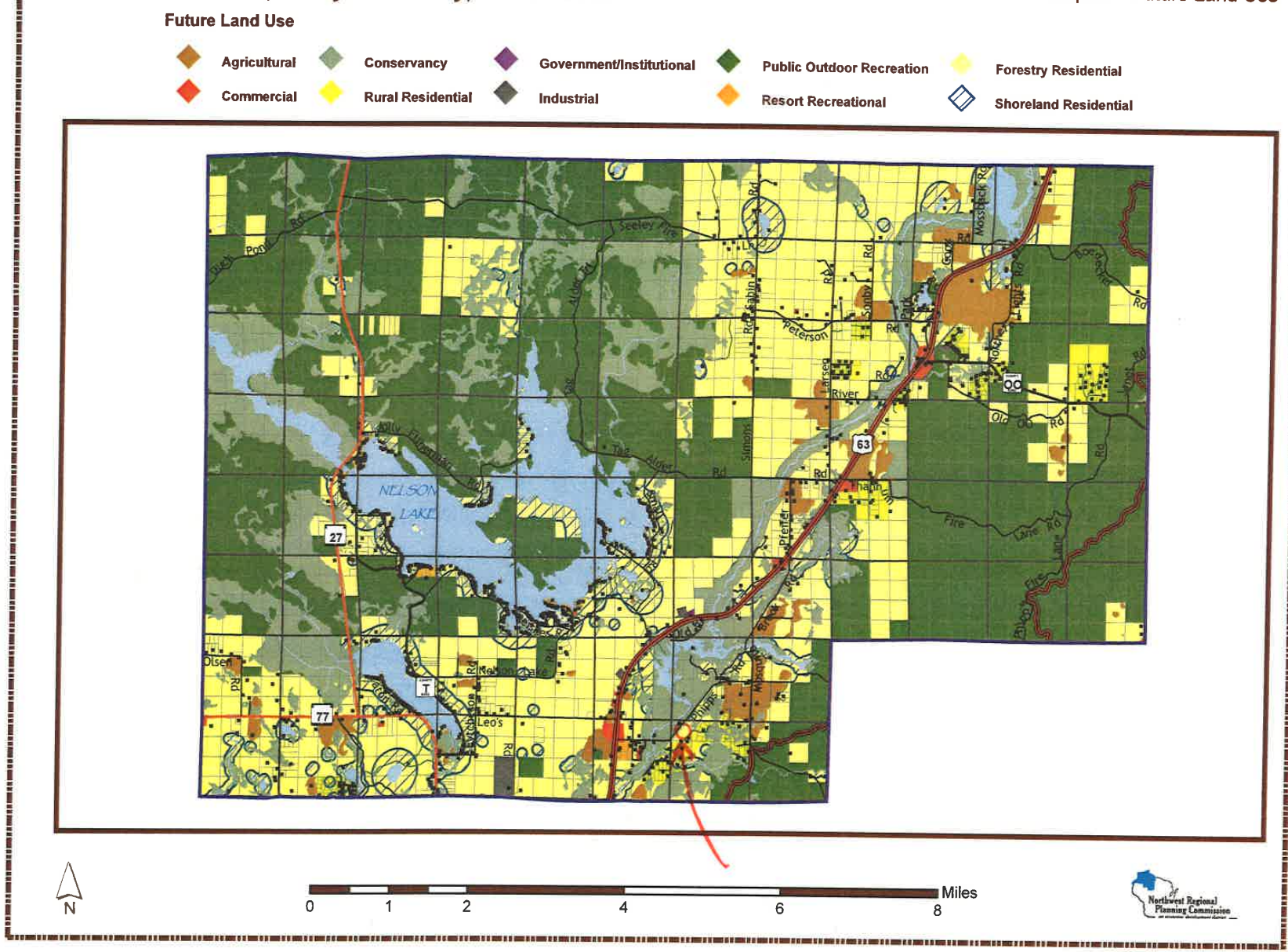
Town of Lenroot, Sawyer County, Wisconsin

Map 20 - Future Land Use



SAWYER COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. _____

Case #21-001 **Owner Name** Fred Scheer III

RESOLUTION TO AMEND SAWYER COUNTY OFFICIAL ZONING MAP

WHEREAS, Wisconsin law permits Sawyer County (the "County") to adopt certain zoning ordinances and amend its existing zoning ordinances, including amendments to the County's official zoning map;

WHEREAS, the owner of real property located at Part of the NW ¼ of the NW ¼ and the NE ¼ of the NW 1/4 , Lot 46 of CSM 27/135 #7056; S07, T41N, R08W; Parcel #014-841-07-2208; Tax ID #16350; Zoned Agricultural One; 5 Total Acres. (the "Property"), and as more fully described as set forth in Exhibit A, which is attached hereto and incorporated herein, requested a rezoning of the Property's zoning designation from A-1 Agricultural One to RR-1 Residential/Recreation One (the "Zoning Designation Amendment");

WHEREAS, the Sawyer County Zoning Committee (the "Zoning Committee"), at its meeting on February 19, 2021, reviewed the proposed Zoning Designation Amendment for the Property;

WHEREAS, the Zoning Committee voted to recommend approval/denial of the proposed Zoning Designation Amendment to the Sawyer County Board of Supervisors ("County Board"); as determined by findings of Fact included as Exhibit B.

WHEREAS, the County Board determined, at its meeting on March 18, 2021, that adopting the proposed Zoning Designation Amendment for the Property is warranted to protect the health, welfare and safety of its citizens.

NOW, THEREFORE BE IT RESOLVED, by the Sawyer County Board of Supervisors approves the following:

1. Amendment to Official Zoning Map. The Property's zoning designation shall be amended to RR-1 Residential/Recreational One.

2. Additional Actions. The Sawyer County Department of Zoning and Conservation Administrator (or his/her designee) shall take all necessary steps to ensure that the amendment adopted herein is completed.

This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its meeting on March 18, 2021 by this Sawyer County Zoning Committee on this February 19, 2021.

Ron Buckholtz, Chairman

Bruce Paulsen, Vice-Chairman

Dawn Petit, Member

Jesse Boettcher, Member

Tweed Shuman, Alternate Member

This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 18th day of March, 2021.

Tweed Shuman,
Sawyer County Board of Supervisors Chairman

Lynn Fitch,
County Clerk

EXHIBIT A

Property Description

Part of the NW ¼ of the NW ¼ and the NE ¼ of the NW 1/4 , Lot 46 of CSM 27/135 #7056; S07, T41N, R08W; Parcel #014-841-07-2208; Tax ID #16350; Zoned Agricultural One; 5 Total Acres.

Case #RZN 21-001 Owner: Fred Scheer III

Rezone Request
STAFF REPORT

Prepared By: Jay Kozlowski, Sawyer County Zoning & Conservation Administrator

File: # RZN 21-002

Applicant:

Fred C. Scheer III
PO Box 221
Hayward, WI 54843

Property Location & Legal Description:

Part of the SE ¼ of the SW ¼ and Part of the SW ¼ of the SE ¼, Lot 76 of CSM 34/128 #8124 and Lot 77 of CSM 34/128 #8124; all in S06, T41N, R08W; Parcel #014-841-06-3410 and Parcel #014-841-06-3411; Tax ID's #42374 and #42375;
Both Zoned Agricultural One (A-1); 9.72 Total Acres and 5.02 Total Acres.

Request: Rezone entire 9.72 acres and 5.02 acres of A-1 to Residential/Recreation (RR-1) to then resurvey into smaller residential or reconfigure lot dimensions like surrounding *Brook* properties.

Summary of Request & Project History:

The applicant is requesting to rezone the above described 9.72 acres and 5.02 from A-1 to RR-1. In conversations with the applicant they want to reconfigure current lot dimensions from this initial larger tract parcel. A-1 zone district requirements would need a minimum of 5 acres and a 300' width requirement. Thus, the zone district change is being requested. This entire area underwent a larger rezone and County Plat Subdivision back in 2005. At that time Mr. Scheer did not include this area as part of the initial rezoning of these lands referred to as "The Brook". Mr. Scheer, now the owner and developer of this area, is requesting the rezone for an initial lot creation on this parcel which will be done by a certified survey map if approved.

The Town of Lenroot comprehensive plan does show this area as forest residential. Forest residential as defined by the Town of Lenroot comprehensive plan are areas where the town has seen growth in residential development and is anticipated to continue to see this activity, on privately owned forested lands. In order to protect the natural resource base (woodlands & wetlands) in these areas and to promote low density development, it is recommended that development be limited to a minimum lot size of 5 acres with one single-family dwelling and no further subdivision of the lot within this area. With that being said however the majority of the existing development in this immediate area is also shown as forest residential and has much smaller then the 5-acre lot size as dictated by the Town of Lenroot comprehensive plan future land use maps. This may be a case in which the Town maps have not been updated as to reflect this

continued residential development in this area. The Town of Lenroot also approved the request at their February 8, 2021 Town Board meeting

The majority of this surrounding land area is RR-1 with single family dwelling development with some existing forestry zoned land closer to the river. This area as listed on the USDA-Natural Resources Conservation Service-Web Soil Survey also indicates this area as "not prime farmland".

Zoning Committee Public Hearing Information:

There were 9 opinion letters sent to property owners within 300'. 3 letters were returned, 2 with no-objections and 1 with objections, and read into record. The Town of Lenroot approved the rezone request on February 8, 2021 at The Town Board Meeting.

At the Sawyer County Zoning public hearing meeting on February 19, 2021 it was recommended for approval to County Board by a vote of 5-0 with the findings of facts determined as:

1) It would not be damaging to the rights of others or property values.
2) It would be compatible with the surrounding uses and the areas.
3) It would not create an objectionable view.

RECEIVED
DEC 04 2020
SAWYER COUNTY
ZONING ADMINISTRATION

Rezone Application # 21-002
Town of Kenwood
Sawyer County

Return Original

To: Sawyer County Zoning and Conservation
10610 Main Street, Suite 49
Hayward, WI 54843

Phone: 715-634-8288
E-mail: Kathy.marks@sawyercountygov.org

Owner: Fred C. Scheer III

Address: P.O. Box 221 Hayward, WI 54843
Phone: 715-699-7294 #42374 Email: fcscheere@yahoo.com #42375
Legacy PIN # 014-841-06-3410 & 014-841-06-3411 Acreage: 9.72 & 5.02

Change from District A-1 to RR-1

Property Description: PRT SESW & PRT SWSE, LOT 76 CSM 34/128 #8124; S06, T41N, R08W
PRT SESW & SWSE, LOT 77 CSM 34/128 #8124; S06, T41N, R08W

Purpose of Request: TO resurvey into smaller residential lots like surrounding Brook Properties
TO SURVEY TO MAKE RESIDENTIAL LOTS

Fred C. Scheer III

***Please Print & Sign (Property Owner)**

The above hereby make application for a rezone. The above certify that the listed information and intentions are true and correct. The above person(s) hereby give permission for access to the property for onsite inspection by Municipal Officials.

Name, Address, Phone & Email of Agent:

Phone Email:

Office Information: **Fee:** $400.00 **Date of Public Hearing** Feb. 19, 2021
Rev. 1/2020

Real Estate Sawyer County Property Listing

Today's Date: 12/4/2020

Property Status: Current

Created On: 6/6/2016 10:15:50 AM

Description

Updated: 6/13/2017

Tax ID:	42374
PIN:	57-014-2-41-08-06-3 04-000-000100
Legacy PIN:	014841063410
Map ID:	
Municipality:	(014) TOWN OF LENROOT
STR:	S06 T41N R08W
Description:	PRT SESW PRT SWSE LOT 76 CSM 34/128 #8124
Recorded Acres:	9.720
Calculated Acres:	9.710
Lottery Claims:	0
First Dollar:	No
Zoning:	(A-1) Agricultural One
ESN:	400

Tax Districts

Updated: 6/6/2016

1	State of Wisconsin
57	Sawyer County
014	Town of Lenroot
572478	Hayward Community School District
001700	Technical College

Recorded Documents

Updated: 10/27/2020

CERTIFIED SURVEY MAP
Date Recorded: 4/19/2016 — 400683

ROAD MAINTENANCE AGREEMENT
Date Recorded: 10/19/2020 — 427359

AFFIDAVIT OF CORRECTION
Date Recorded: 2/25/2014 — 389469

CERTIFIED SURVEY MAP
Date Recorded: 1/7/2014 — 388981

WARRANTY DEED
Date Recorded: 3/17/2003 — 309199 842/575

NOTE
Date Recorded:

Ownership

Updated: 6/6/2016

FRED C SCHEER III HAYWARD WI

Billing Address:	**Mailing Address:**
FRED C SCHEER III	**FRED C SCHEER III**
PO BOX 221	PO BOX 221
HAYWARD WI 54843-0221	HAYWARD WI 54843-0221

Site Address

* indicates Private Road

N/A

Property Assessment

Updated: 5/1/2017

2020 Assessment Detail

Code	Acres	Land	Imp.
G1-RESIDENTIAL	9.720	50,500	0

2-Year Comparison	2019	2020	Change
Land:	50,500	50,500	0.0%
Improved:	0	0	0.0%
Total:	50,500	50,500	0.0%

Property History

Parent Properties	Tax ID
57-014-2-41-08-06-3 04-000-000090	42373

HISTORY

Expand All History — White=Current Parcels — Pink=Retired Parcels

- **Tax ID:** 16299 **Pin:** 57-014-2-41-08-06-4 03-000-000010 **Leg. Pin:** 014841064301 **Map ID:** .15.1
  - **Tax ID:** 41739 **Pin:** 57-014-2-41-08-06-4 03-000-000090 **Leg. Pin:** 014841064309
- **Tax ID:** 16281 **Pin:** 57-014-2-41-08-06-3 04-000-000020 **Leg. Pin:** 014841063402 **Map ID:** .12.2
  - **Tax ID:** 39155 **Pin:** 57-014-2-41-08-06-3 04-000-000070 **Leg. Pin:** 014841063407 **Map ID:** .12.7
    - **Tax ID:** 41738 **Pin:** 57-014-2-41-08-06-3 04-000-000080 **Leg. Pin:** 014841063408
      - **Tax ID:** 42373 **Pin:** 57-014-2-41-08-06-3 04-000-000090 **Leg. Pin:** 014841063409

42374 This Parcel ⬆ Parents ⬇ Children

Real Estate Sawyer County Property Listing

Today's Date: 12/4/2020

Property Status: Current

Created On: 6/6/2016 10:15:52 AM

Description

Updated: 6/13/2017

Tax ID:	42375
PIN:	57-014-2-41-08-06-3 04-000-000110
Legacy PIN:	014841063411
Map ID:	
Municipality:	(014) TOWN OF LENROOT
STR:	S06 T41N R08W
Description:	PRT SESW PRT SWSE LOT 77 CSM 34/128 #8124
Recorded Acres:	5.020
Calculated Acres:	5.035
Lottery Claims:	0
First Dollar:	No
Zoning:	(A-1) Agricultural One
ESN:	400

Tax Districts

Updated: 6/6/2016

1	State of Wisconsin
57	Sawyer County
014	Town of Lenroot
572478	Hayward Community School District
001700	Technical College

Recorded Documents

Updated: 10/27/2020

CERTIFIED SURVEY MAP
Date Recorded: 4/19/2016 — 400683

ROAD MAINTENANCE AGREEMENT
Date Recorded: 10/19/2020 — 427359

AFFIDAVIT OF CORRECTION
Date Recorded: 2/25/2014 — 389469

CERTIFIED SURVEY MAP
Date Recorded: 1/7/2014 — 388981

WARRANTY DEED
Date Recorded: 3/17/2003 — 309199 842/575

NOTE
Date Recorded:

Ownership

Updated: 6/6/2016

FRED C SCHEER III — HAYWARD WI

Billing Address:	**Mailing Address:**
FRED C SCHEER III	**FRED C SCHEER III**
PO BOX 221	PO BOX 221
HAYWARD WI 54843-0221	HAYWARD WI 54843-0221

Site Address

* indicates Private Road

N/A

Property Assessment

Updated: 5/1/2017

2020 Assessment Detail

Code	Acres	Land	Imp.
G1-RESIDENTIAL	5.020	36,100	0

2-Year Comparison	2019	2020	Change
Land:	36,100	36,100	0.0%
Improved:	0	0	0.0%
Total:	36,100	36,100	0.0%

Property History

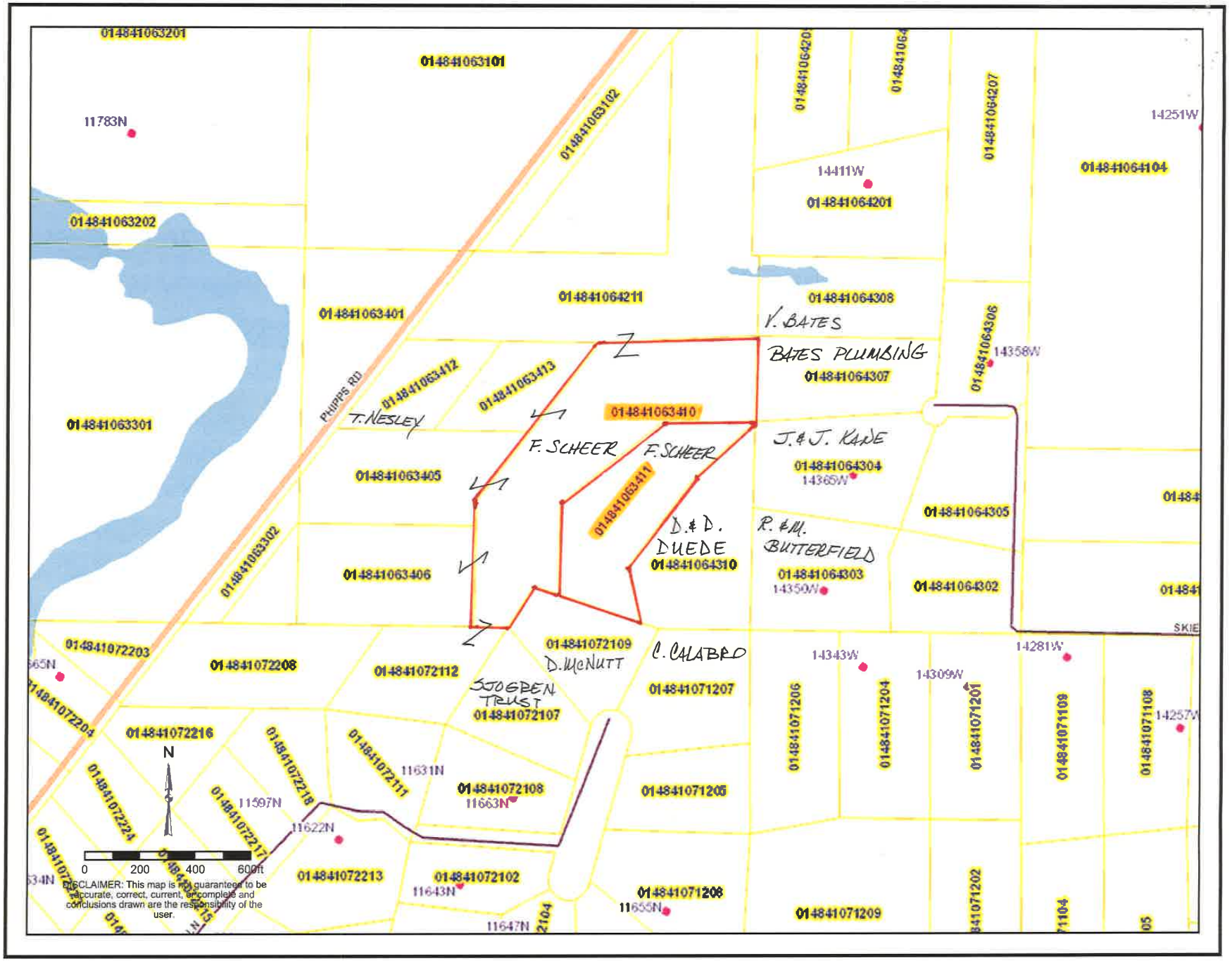
Parent Properties	Tax ID
57-014-2-41-08-06-3 04-000-000090	42373

HISTORY

Expand All History — White=Current Parcels — Pink=Retired Parcels

- **Tax ID:** 16299 **Pin:** 57-014-2-41-08-06-4 03-000-000010 **Leg. Pin:** 014841064301 **Map ID:** .15.1
  - **Tax ID:** 41739 **Pin:** 57-014-2-41-08-06-4 03-000-000090 **Leg. Pin:** 014841064309
- **Tax ID:** 16281 **Pin:** 57-014-2-41-08-06-3 04-000-000020 **Leg. Pin:** 014841063402 **Map ID:** .12.2
  - **Tax ID:** 39155 **Pin:** 57-014-2-41-08-06-3 04-000-000070 **Leg. Pin:** 014841063407 **Map ID:** .12.7
    - **Tax ID:** 41738 **Pin:** 57-014-2-41-08-06-3 04-000-000080 **Leg. Pin:** 014841063408
      - **Tax ID:** 42373 **Pin:** 57-014-2-41-08-06-3 04-000-000090 **Leg. Pin:** 014841063409

42375 This Parcel ⬆ Parents ⬇ Children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BATES PLUMBING
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T. NESLEY
F. SCHEER
F. SCHEER
J. & J. KANE
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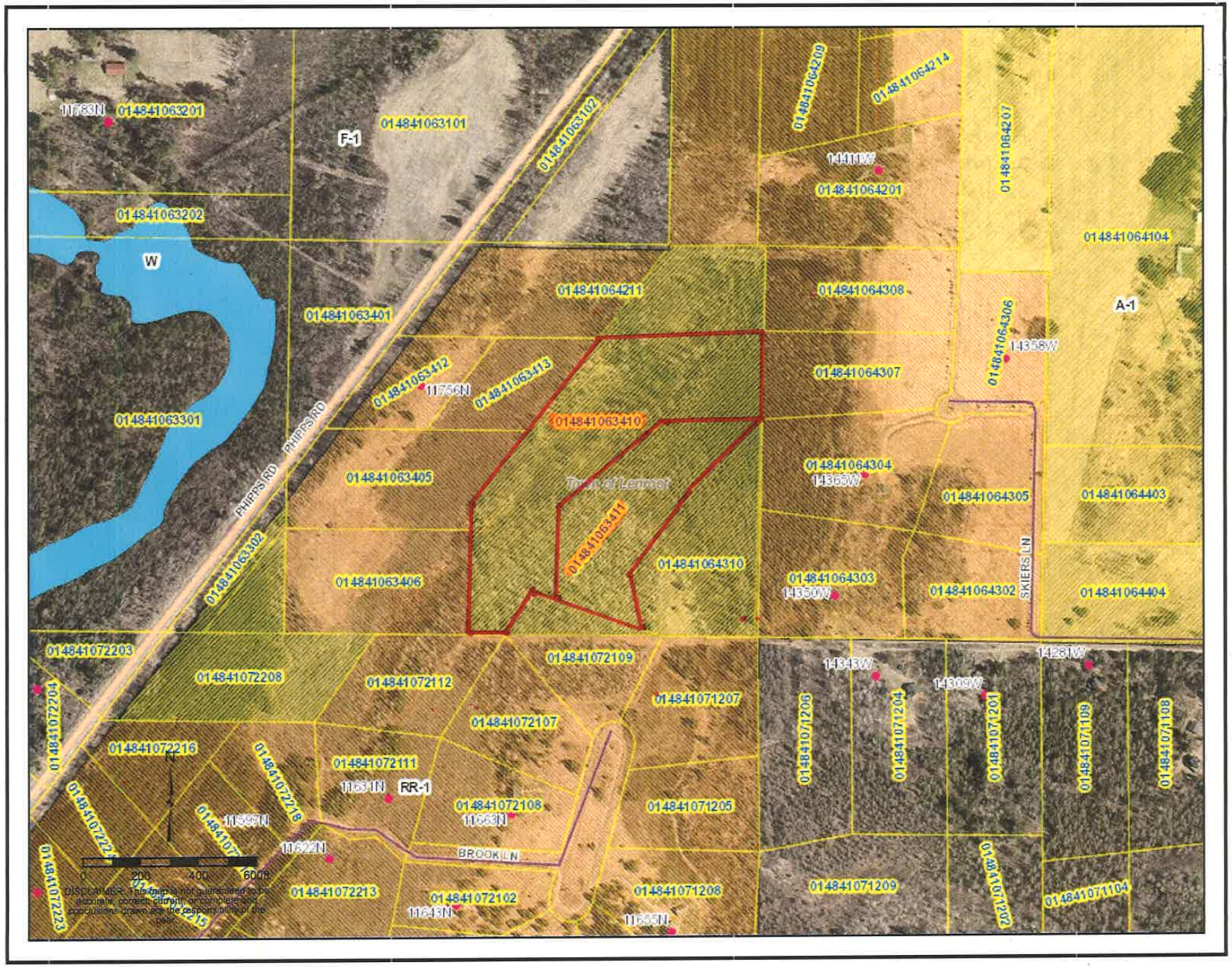
DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.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SAWYER COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. _____

Case #21-002 **Owner Name** Fred Scheer III

RESOLUTION TO AMEND SAWYER COUNTY OFFICIAL ZONING MAP

WHEREAS, Wisconsin law permits Sawyer County (the "County") to adopt certain zoning ordinances and amend its existing zoning ordinances, including amendments to the County's official zoning map;

WHEREAS, the owner of real property located at (Part of the SE ¼ of the SW ¼ and Part of the SW ¼ of the SE ¼ , Lot 76 of CSM 34/128 #8124 and Lot 77 of CSM 34/128 #8124; all in S06, T41N, R08W; Parcel #014-841-06-3410 and Parcel #014-841-06-3411; Tax ID's #42374 and #42375; Both Zoned Agricultural One (A-1); 9.72 Total Acres and 5.02 Total Acres. (the "Property"), and as more fully described as set forth in Exhibit A, which is attached hereto and incorporated herein, requested a rezoning of the Property's zoning designation from A-1 Agricultural One to RR-1 Residential/Recreation One (the "Zoning Designation Amendment");

WHEREAS, the Sawyer County Zoning Committee (the "Zoning Committee"), at its meeting on February 19, 2021, reviewed the proposed Zoning Designation Amendment for the Property;

WHEREAS, the Zoning Committee voted to recommend approval/denial of the proposed Zoning Designation Amendment to the Sawyer County Board of Supervisors ("County Board"); as determined by findings of Fact included as Exhibit B.

WHEREAS, the County Board determined, at its meeting on March 18, 2021, that adopting the proposed Zoning Designation Amendment for the Property is warranted to protect the health, welfare and safety of its citizens.

NOW, THEREFORE BE IT RESOLVED, by the Sawyer County Board of Supervisors approves the following:

1. Amendment to Official Zoning Map. The Property's zoning designation shall be amended to RR-1 Residential/Recreational One.

2. Additional Actions. The Sawyer County Department of Zoning and Conservation Administrator (or his/her designee) shall take all necessary steps to ensure that the amendment adopted herein is completed.

This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its meeting on March 18, 2021 by this Sawyer County Zoning Committee on this February 19, 2021.

Ron Buckholtz, Chairman

Bruce Paulsen, Vice-Chairman

Dawn Petit, Member

Jesse Boettcher, Member

Tweed Shuman, Alternate Member

This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 18th day of March, 2021.

Tweed Shuman,
Sawyer County Board of Supervisors Chairman

Lynn Fitch,
County Clerk

EXHIBIT A

Property Description

Part of the SE ¼ of the SW ¼ and Part of the SW ¼ of the SE ¼ , Lot 76 of CSM 34/128 #8124 and Lot 77 of CSM 34/128 #8124; all in S06, T41N, R08W; Parcel #014-841-06-3410 and Parcel #014-841-06-3411; Tax ID's #42374 and #42375; Both Zoned Agricultural One (A-1); 9.72 Total Acres and 5.02 Total Acres.

Case #RZN 20-002 Owner: Fred Scheer III

Rezone Request
STAFF REPORT

Prepared By: Jay Kozlowski, Sawyer County Zoning & Conservation Administrator

File: # RZN 20-011

Applicant:
Todd's Redimix Concrete LLC
P.O. Box 107
Rice Lake, WI 54868

Property Location & Legal Description:

Town of Lenroot. The SE ¼ of the NE ¼; S10, T41N, R09W; Parcel #014-941-10-1401; 40 Total Acres; Zoned Residential/Recreational One (RR-1).

Request:

Purpose of request is to change zone district from Residential/Recreational One (RR-1) to Forestry One (F-1) so a Conditional Use permit can be authorized for a non-metallic mineral extraction operation including rock crusher for Todd's Redimix Concrete LLC.

Summary of Request & Project History:

The applicant(s) are requesting to rezone 40.0 acres of RR-1 to F-1 (see attached map of parcel). The proposed rezone would result in conforming lot dimensional requirements. The purpose of this request would then be to apply for a Conditional Use Permit for a new non-metallic mineral extraction operation (gravel pit) including a rock crusher.

Additional Information/details:

See attached additional maps included in this packet. The nearest F-1 zoned property in relation to this property is immediately to the South. This area already has 2 other existing non-metallic mining operations and this rezone would be a continuation of a pit already owned and operated by "Todd's Redimix" The future land use map for the Town of Lenroot shows this area as forest residential. Forest residential as defined by the Town of Lenroot comprehensive plan are areas where the town has seen growth in residential development and is anticipated to continue to see this activity, on privately owned forested lands. In order to protect the natural resource base (woodlands & wetlands) in these areas and to promote low density development, it is recommended that development be limited to a minimum lot size of 5 acres with one single-family

dwelling and no further subdivision of the lot within this area. There are several other residential structures within the immediate area specifically to the north and west of the subject property with the nearest residence approximately 1000' away.

Zoning Committee Public Hearing Information:

This specific case went through 2 public hearings and a final decision/recommendation from the Sawyer County Zoning Committee over the course of 3 months. The Town had initially approved the rezone request at The Town Board Meeting on December 14, 2020.

The first public hearing was held on December 18, 2020. At this meeting testimony was held for both those in support and those in opposition. The majority of adjacent land owners were in attendance and were in opposition to the proposed rezone. The action taken on this case was eventually motioned to postpone the decision until the next months meeting pending additional review by the Zoning Committee members, accurate analysis of soil/gravel content, and depth to water table.

Another public hearing was then held on January 15, 2021. At this meeting the applicant had a geologist present to answer additional questions regarding the gravel content and depth of ground water. Several audience members however will still in opposition to the request. In the mean-time prior to the Jan 15th meeting the Town had also made a motion at their Town Board meeting to "reconsider" rehearing this case. Eventually a motion was made at the Zoning Committee level to postpone any action until the Town decided if they were to reconsider their motion or not.

At the Town Board meeting in February the motion to reconsider this case failed and the initial motion for approval stood. After already holding 2 public hearings on this case the decision by the Zoning Committee came back to them On February 19, 2021. At that meeting additional public comment was taken. There were 6 opinion letters sent out to property owner within 300'; 3 returned with objections, 1 with no objection. Additionally, there were several other objections at the public hearing process.

At the Sawyer County Zoning public hearing meeting on February 19, 2021 it was recommended for denial to County Board by a vote of 4-1 with the findings of facts determined as:

1) It would be damaging to the rights of others and property values.
2) It would be detrimental to ecology, wild life, wetlands and shorelands.
3) It would not be compatible with the surrounding uses and area.
4) It would create an objectionable view.

Rezone Application # 20-011

Town of Lenroot

Sawyer County

RECEIVED
OCT 23 2020
SAWYER
ZONING ADMINISTRATION

Return Original

To: Sawyer County Zoning and Conservation
10610 Main Street, Suite 49
Hayward, WI 54843

Phone: 715-634-8288
E-mail: Kathy.marks@sawyercountygov.org

Owner: Todd's Redi Mix Concrete, LLC

Address: P.O. Box 107, Rice Lake, WI 54868
Phone:715-651-0160 Email: twiddes@toddsredimix.com

Legacy PIN #014941101401 Acreage: 40 Acres

Change from District Residential/Recreational 1 to Forestry 1

Property Description: South East ¼ of the North East ¼, Section 10, T41N-R9W, town of Lenroot

Purpose of Request: Rezone Legacy PIN#014941101401 from Residential/Recreation 1 to Forestry 1, so a conditional permit can be authorized to Todd's Redi Mix Concrete, LLC to allow a non-metallic mineral extraction operation, including a rock crusher.

Todd A. Widdes

***Please Print & Sign (Property Owner)**

The above hereby make application for a rezone. The above certify that the listed information and intentions are true and correct. The above person(s) hereby give permission for access to the property for onsite inspection by Municipal Officials.

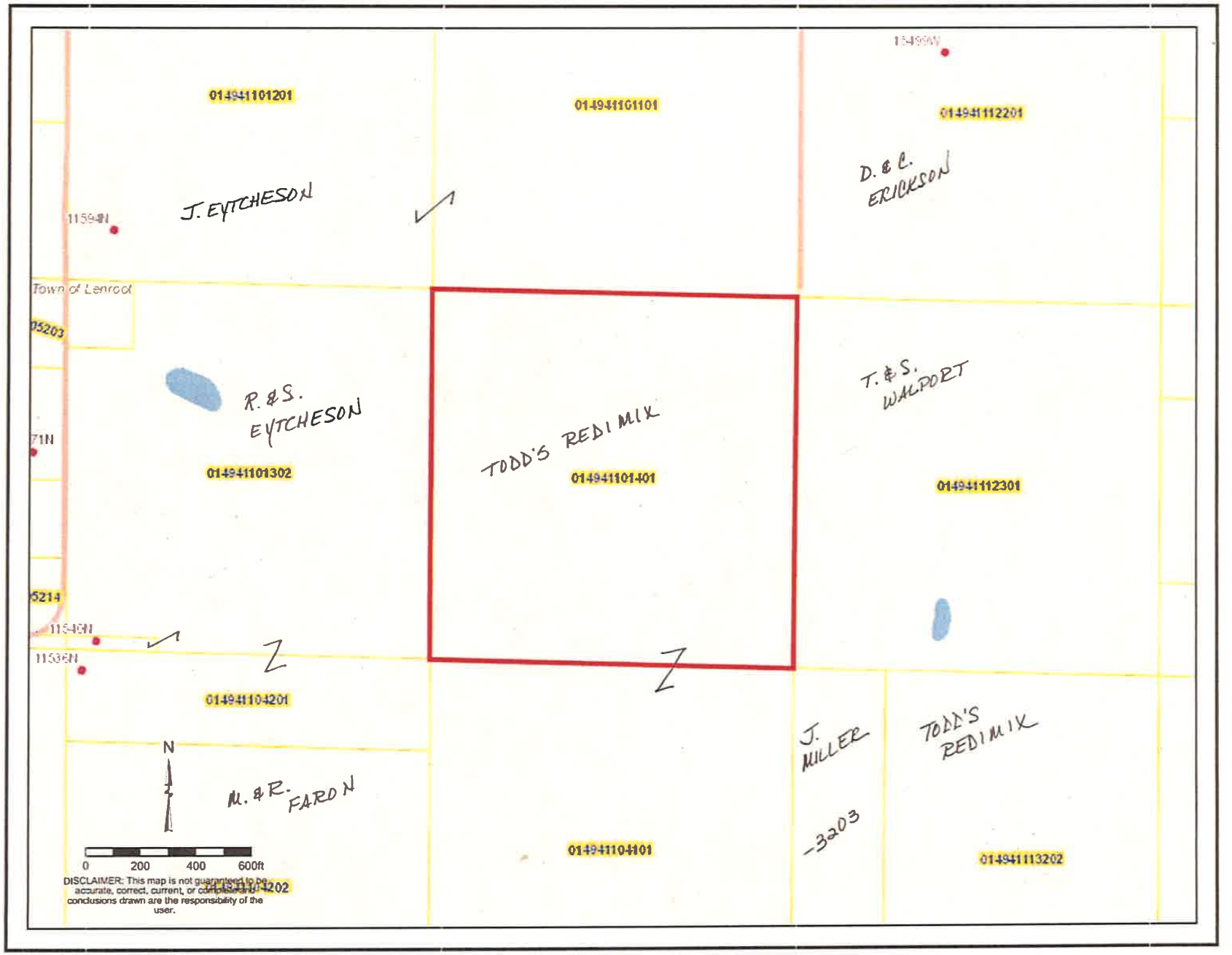
Name, Address, Phone & Email of Agent:

Todd Widdes
P.O. Box 107, Rice Lake, WI 54868

Phone715-651-0160 Email: twiddes@toddsredimix.com

Office Information: **Fee: $400.00** **Date of Public Hearing** 12-18-2020
Rev. 1/2020

Jerry
- 715-651-0153.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D. & C. ERICKSON
Town of Lenrod
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TODD'S REDI MIX
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DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

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A-2
F-1
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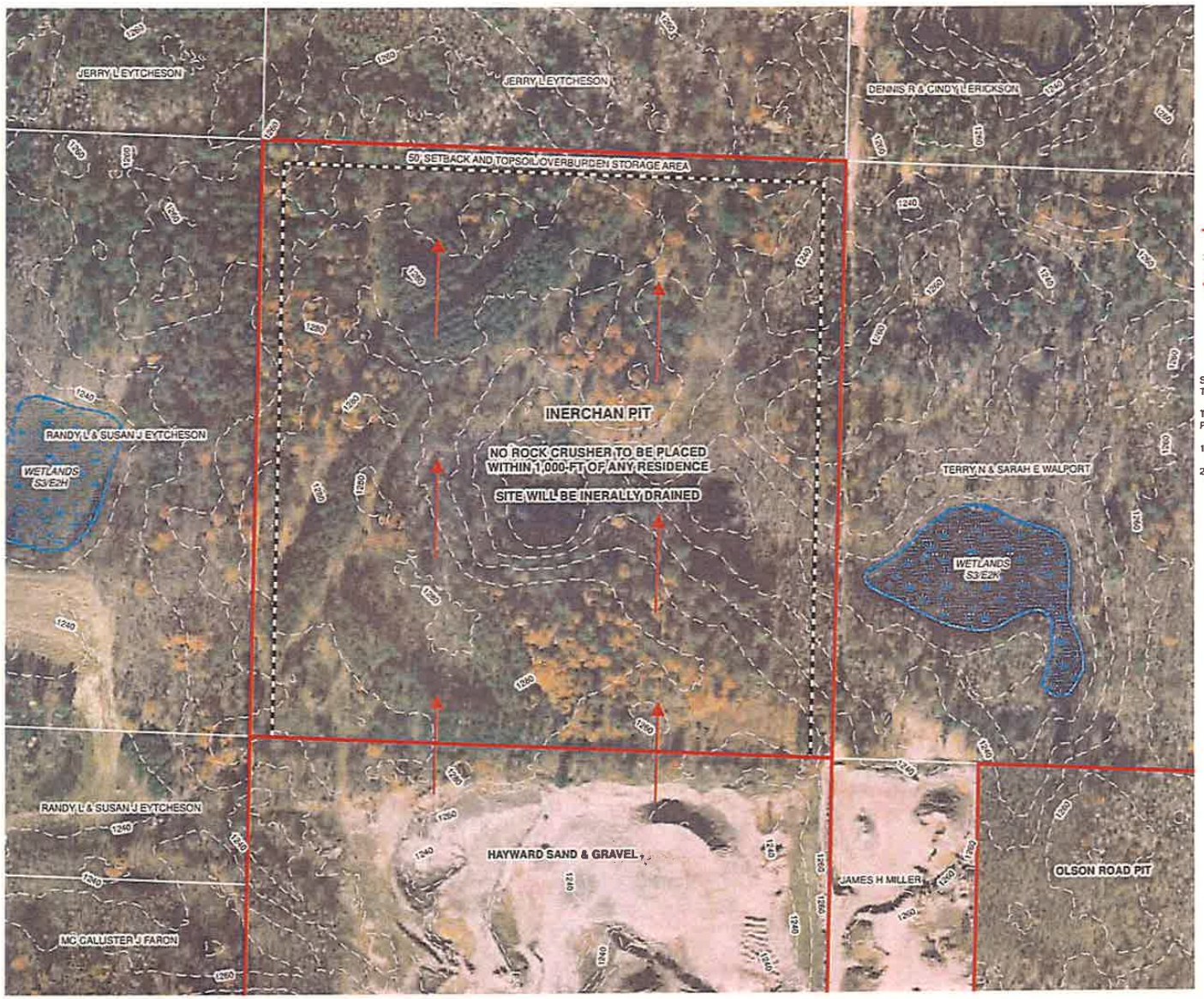

LEGEND

- OWNED PROPERTY
- 50-FT SETBACK LINE
- MINING DIRECTION

NOTES

SE/NE OF SECTION 10, T41N, R9W
TOWN OF LENROOT, SAWYER CO, WI

THIS IS NOT A SURVEY.
PARCEL LINES SHOWN ARE APPROXIMATE.

10' CONTOUR INTERVALS ARE FROM 2017 LiDAR.

2018 AERIAL PHOTOGRAPH.

N

200
Feet

TODD'S
REDI-MIX CONCRETE

Todd's Redi-Mix Concrete is Committed to Protecting Our Environment and Natural Resources

INERCHAN PIT OPERATIONS PLAN

DATE: OCT 12, 2020 DRAWING: #2

SAWYER COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. _____

Case #20-011 Owner Name Todd's Redimix Concrete LLC

RESOLUTION TO AMEND SAWYER COUNTY OFFICIAL ZONING MAP

WHEREAS, Wisconsin law permits Sawyer County (the "County") to adopt certain zoning ordinances and amend its existing zoning ordinances, including amendments to the County's official zoning map;

WHEREAS, the owner of real property located at The SE ¼ of the NE ¼; S10, T41N, R09W; Parcel #014-941-10-1401; 40 Total Acres; Zoned Residential/Recreational One (RR-1). (the "Property"), and as more fully described as set forth in Exhibit A, which is attached hereto and incorporated herein, requested a rezoning of the Property's zoning designation from Residential/Recreational One (RR-1) to Forestry One (F-1) (the "Zoning Designation Amendment");

WHEREAS, the Sawyer County Zoning Committee (the "Zoning Committee"), at its meeting on February 19, 2021, reviewed the proposed Zoning Designation Amendment for the Property;

WHEREAS, the Zoning Committee voted to recommend approval/denial of the proposed Zoning Designation Amendment to the Sawyer County Board of Supervisors ("County Board"); as determined by findings of Fact included as Exhibit B.

WHEREAS, the County Board determined, at its meeting on March 18, 2021, that adopting the proposed Zoning Designation Amendment for the Property is warranted to protect the health, welfare and safety of its citizens.

NOW, THEREFORE BE IT RESOLVED, by the Sawyer County Board of Supervisors approves the following:

1. Amendment to Official Zoning Map. The Property's zoning designation shall be amended to Forestry One (F-1).

2. Additional Actions. The Sawyer County Department of Zoning and Conservation Administrator (or his/her designee) shall take all necessary steps to ensure that the amendment adopted herein is completed.

This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its meeting on March 18, 2020 by this Sawyer County Zoning Committee on this February 19, 2021.

Ron Buckholtz, Chairman

Bruce Paulsen, Vice-Chairman

Dawn Petit, Member

Jesse Boettcher, Member

Tweed Shuman, Member

This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 18th day of March, 2021.

Tweed Shuman,
Sawyer County Board of Supervisors Chairman

Lynn Fitch,
County Clerk

EXHIBIT A

Property Description

The SE ¼ of the NE ¼; S10, T41N, R09W; Parcel #014-941-10-1401; 40 Total Acres; Zoned Residential/Recreational One (RR-1).

Case #RZN 20-011 Owner: Todd's Redi Mix Concrete LLC

MEMORANDUM OF UNDERSTANDING
BETWEEN
LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS
AND
SAWYER COUNTY BOARD OF SUPERVISORS
CONCERNING THE SAWYER COUNTY CRIMINAL JUSTICE COORDINATION COMMITTEE

This Memorandum of Understanding ("MOU") is entered into by the Lac Courte Oreilles Tribal Governing Board ("Tribal Governing Board"); the Sawyer County Board of Supervisors ("County Board").

Recitals:

The Lac Courte Oreilles Tribal Governing Board serves as the governing body of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians ("Tribe") pursuant to Article III, Section 1 of the Lac Courte Oreilles Constitution and Bylaws, as amended in 1966.

The Sawyer County Board of Supervisors serves as the governing body for Sawyer County and is tasked with coordinating necessary services for the residents of Sawyer County, pursuant to the Wisconsin Constitution Article IV, Section 22 and Section 23; See also Wis. Stat. §§59.03 and §§ 59.10 (2)(3) (5).

Purpose:

The primary purpose of this MOU is to recognize and solidify the relationship between the Tribal Governing Board and the County Board in their efforts to assist with the provision of criminal justice services in Sawyer County. The existing criminal justice services in Sawyer County are; the Circuit Court, Tribal Court, County District Attorney's Office, Tribal Legal Department, Sawyer County Sheriff's Department, Tribal Police Department, Department of Corrections as well as Mental Health and Substance Facilitators.

The secondary purpose of this MOU is to establish and support a Criminal Justice Coordinating Committee that shall assist the existing criminal justice services provided in Sawyer County by coordinating the services provided so that strategies can be developed to ensure the efficient and effective deployment of both county and tribal resources.

Roles and Responsibilities:

Tribal Governing Board:

The Tribal Governing Board shall provide two (2) board members, or designate representatives, to serve on the Criminal Justice Coordinating Committee. Those two (2) members will participate with the CJCC and represent tribal interests in developing efficient and effective services for tribal members as well as county residents.

Sawyer County:

The County Board shall provide two (2) board members, or designate representatives, to serve on the Criminal Justice Coordinating Committee. Those two (2) members will participate with the CJCC and represent county interests in developing efficient and effective services for county residents as well as tribal members.

Contributions:

The County agrees to provide a minimum sum of Fifty Thousand dollars ($50,000.00) annually for the next three (3) budget years with the purpose of establishing and maintaining a Criminal Justice Coordinating Committee. The Tribal Governing Board agrees to provide Fifty Thousand dollars ($50,000.00) annually for the next three (3) budget years. The funds provided by the tribe and the county shall be coordinated through the Sawyer County Administration and used for purposes of this agreement and subsequent documents created consistent with the agreement. One of those purposes, will be to fund Justice Point to collect data for the purposes of developing programing to address the criminal justice and rehabilitation needs for residents of Sawyer County and tribal members.

Timeframe:

This Memorandum of Understanding shall become effective on Monday, February 1, 2021 and shall remain in effect for a period of three years and shall terminate on January 31, 2024.

Establishment of Responsibility:

This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against Sawyer County or the Lac Courte Oreilles Band of Lake Superior Chippewa Indians, its agencies, its officers, or any other person.

Principal Contacts:

Tribal Governing Board
Louis Taylor
Chairman
13394W Trepania Rd
Hayward, WI 54843

Sawyer County Board
Tweed Shuman
Chairman
10610 Main St,
Hayward, WI 54843

Authorized Representatives:

By signature below, the cooperators certify that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

This Memorandum of Understanding is the complete agreement between Lac Courte Oreilles Tribal Governing Board and the Sawyer County Board of Supervisors; and this agreement shall be amended only by written agreement signed by each of the parties involved.

THE PARTIES HERETO have executed this instrument.

Lac Courte Oreilles Tribal Governing Board

_____ _____
Louis Taylor DATE
Chairman

Sawyer County Board of Supervisors

_____ _____
Tweed Shuman DATE
Chairman

AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS
AND
SAWYER COUNTY BOARD OF SUPERVISORS
CONCERNING THE SAWYER COUNTY CRIMINAL JUSTICE COORDINATION COMMITTEE

This Amendment to the Memorandum of Understanding ("MOU") is entered into by the Lac Courte Oreilles Tribal Governing Board ("Tribal Governing Board") and the Sawyer County Board of Supervisors ("County Board").

The Parties wish to amend the Section related to Roles and Responsibilities to allow for each party to include one more individual as a representative. The intent is that each party would like to include their respective judges on the Committee. The Tribe will add the Tribal Court Judge as an additional representative and the County Board of Supervisors will add the Judge for the Sawyer County Circuit Court.

This Amendment is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against Sawyer County or the Lac Courte Oreilles Band of Lake Superior Chippewa Indians, its agencies, its officers, or any other person.

Principal Contacts:

Tribal Governing Board
Louis Taylor
Chairman
13394W Trepania Rd
Hayward, WI 54843

Sawyer County Board
Tweed Shuman
Chairman
10610 Main St,
Hayward, WI 54843

Authorized Representatives:

By signature below, the cooperators certify that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

This Amendment only modifies the section mentioned above in relation to the MOU between Lac Courte Oreilles Tribal Governing Board and the Sawyer County Board of Supervisors. The MOU and this Amendment shall be amended only by written agreement signed by each of the parties involved.

THE PARTIES HERETO have executed this Amendment.

Lac Courte Oreilles Tribal Governing Board

_____ _____
Louis Taylor DATE
Chairman

Sawyer County Board of Supervisors

_____ _____
Tweed Shuman DATE
Chairman

2021

AMENDED COOPERATIVE LAW ENFORCEMENT AGREEMENT

Between

SAWYER COUNTY
SAWYER COUNTY SHERIFF'S OFFICE

and the

LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS

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ARTICLE I
TITLE AND AUTHORITY

This amended Cooperative Law Enforcement Agreement ("Agreement") is made effective as of this ____ day of February, 2021 between the Lac Courte Oreilles Band of Lake Superior Chippewa Indians (the "Tribe"), an inherently sovereign Indian Tribe organized pursuant to the provisions of the Indian Reorganization Act of 1934, 25 US.C. Sec 461 *et seq.,* and Sawyer County, a political subdivision of the State of Wisconsin, duly organized as a County under state law (the "County"); and Sawyer County Sheriff's Office (the "Sheriff's Office"), collectively referred to as the "Parties," and each is a "Party."

The County is authorized to enter into this Agreement pursuant to Wis. Stat. § 165.90 and properly approved this Agreement with adoption of the attached Resolution, as required by Wis. Stat. § 59.54(12) *(See Exhibit 1-County Resolution).* The Tribal Governing Board, as the governing body of the Tribe, is authorized to enter into agreements, including this Agreement, with other governmental bodies, including "with any County" pursuant to Article V, Section 1 (c) of the Constitution and Bylaws of the Tribe and properly approved this Agreement with adoption of the attached Resolution *(See Exhibit 2-LCO Resolution).* This Agreement is in the nature of an enforceable contract and a cooperative County-Tribe law enforcement program under Wis. Stat § 165.90

[This space intentionally left blank]

ARTICLE II
MISSION STATEMENT

The Tribe and the County wish to promote the general welfare of all residents of Sawyer County; by providing improved law enforcement coverage thereby increasing their ability to protect life and property; to preserve the public peace and to maintain order, with focus on the Tribe's Reservation. Continued funding of the Program, as described in Article III of this Agreement, is necessary for the Tribe and the County to achieve this Mission Statement.

[This space intentionally left blank]

ARTICLE III
PROGRAM ELEMENTS

A. PROGRAM DESCRIPTION

The cooperative law enforcement program between the Tribe and the County will provide the necessary funding (salary, fringe, equipment) for the County to employ part-time Deputies (the "County-Tribe Deputies").The County-Tribe Deputies will be deputized to enforce the laws of the State of Wisconsin (the "State") and the County; work within the Tribe's Reservation; enforce State and County laws, along with the laws of the Tribe; and fulfill the duties and obligations as specified in Article III, Section D of this Agreement (collectively the "Program"). In any case, as is noted in Section D, over the first three months of this Agreement, the Sheriff's Department and the Tribe will work together to establish and implement an efficient system for all county deputies from that point on to properly refer all civil violations/citations occurring on the reservation to the tribal court. The Parties agree that referrals may not be able to be made to the tribal court in two specific instances related to civil violations accompanying criminal violations and a first OWI. If a civil violation accompanies a criminal violation, that matter may be sent to County Court, if reasonably necessary to accompany criminal violations. Also, in relation to a first OWI, if a Tribal Officer is not available to handle the referral at the time of the stop, the matter may be sent to Sawyer County Court. Both of these exceptions shall not impair the offender's ability to request a transfer to tribal court for any civil violation, including a first OWI. As used in this Agreement, the "Tribe's Reservation" refers to the territory described in Article I, Section 1 of the Amended Constitution and Bylaws of the Tribe, in addition to all other land that qualifies as Indian country pursuant to 18 U.S.C. 1151.

The County and the Tribe will administer the Program within Sawyer County, which is the fifth largest in the State with an area of 1,256 square miles. The population of Sawyer County was 16,558 in 2020, an increase from 2019. (*See Exhibit 3-DOJ Grant Preliminary Data)* Specifically, the Program will continue to serve the Tribe's Reservation, which is approximately 78,045 acres and has 412 miles of County and State roads. The Tribe currently has 7,987 enrolled Tribal Members of which 2,567 Members reside on the reservation. *(See Exhibit 4-LCO Population Report).*

The number of Tribal Members continues to increase. Members and their families continue to return from metropolitan areas across the country. It is important to note that this has contributed to ongoing alcohol/drug abuse problems on the reservation. The Tribe alone is unable to adequately address these law enforcement concerns.

B. NEED FOR FUNDING

The County-Tribe Deputy will continue to work closely with members of the Tribe's Law Enforcement Department to deter and solve crime on the Tribe's Reservation. The size and unique nature of Sawyer County, the grant of jurisdiction under Public Law 280, staffing and funding limitations of the Sheriff's Office and the

Tribe's Law Enforcement Department and increased crime all justify continued funding of the Program.

Sawyer County is a high tourism area. Visitors travel to Sawyer County for numerous reasons, including fishing, skiing, golfing, biking, motor sports and other outdoor activities and events. At peak times, the population will double or triple. The large number of tourists contributes to increased calls for all law enforcement agencies.

The Tribe and the Sheriff's Office have identified increased youth crime rates, methamphetamine abuse, heroin abuse, opioid abuse, alcohol and other drug abuse, domestic violence and gang related activity as some of the most urgent law enforcement problems within the Tribe's Reservation. Sheriff's Office records indicate a significant number of crime complaints in Sawyer County *(See Exhibit 5-SWSO Crime Statistics).* In addition, the Lac Court Oreilles Tribe's records indicate a significant number of crime complaints on the LCO Reservation *(See Exhibit 6- LCO PD Crime Statistics).* It should be noted that Exhibits 5 and 6 relating to crime statistics, and the additional materials provided therein, are included in the reporting requirements of Wis. Stat. 165.90 (4)(b).

On August 16, 1991, the State Governor and the Chairman of the Tribe signed the first gaming compact between the State and the Tribe, which authorized casino-style class III games. The Tribe continues to work hard to expand its gaming market. The number of people who travel to the Tribe's Reservation to visit its gaming establishment continues to increase. The need for additional law enforcement personnel increases with the number of people in the area.

Public Law 280 mandates that the State, through its counties, provide law enforcement services to Indian country in Wisconsin. The County must pay for these services on the Tribe's Reservation out of its funding sources, including the tax base. Since the Tribe's Reservation generally is exempt from state and local property taxation, it generally does not add to the property tax base to pay for County law enforcement. Therefore, Public Law 280 puts an added burden on the County without supplying funding to offset the additional burden. The County simply is unable to provide law enforcement needed on the Tribe's Reservation without additional funding. To compound the problem, the application of Public Law 280 to the Tribe's Reservation has hindered the Tribe's efforts to secure adequate law enforcement funding from federal sources.

The Sheriff's Office has a staff that currently includes only eighteen (18) full-time Patrol Deputies and two (2) Investigators. The Sheriff's Office provides 24-hour coverage seven days per week for the County, the fifth largest in the State with an area of 1,256 square miles. In doing so, the Sheriff's Office provides law enforcement coverage to the Tribe's Reservation as required under Public Law 280 and responds to all calls when there are no Tribal Deputies on-duty. In addition, the Sheriff's Office provides backup for Tribal Deputies during potentially dangerous calls for service.

It is a challenge for the Sheriff's Office to provide adequate law enforcement coverage throughout the entire County. On a normal shift, three Patrol Deputies, including a Supervisor, are working. This number may be lower depending on vacation schedules and sick days. The County-Tribe Deputies devoted to the Reservation will continue to alleviate the burden on the understaffed Sheriff's Office, allowing the Sheriff's Office to increase law enforcement activities within the off-reservation portion of the County and provides for a quicker response time on the LCO Reservation.

In 2004, in an effort to provide additional law enforcement to the residents of the Tribe's Reservation, the Tribe established and funded a Law Enforcement Department, which currently includes seven (7) full-time Officers and two (2) part-time Officers. The LCO Tribe estimates that for 2021, the Law Enforcement Department will have significant revenue shortfall of approximately $200,000.00 unless it secures significant, additional outside funding sources.

With its limited staff, the Tribe's Law Enforcement Department strives to provide 24-hour coverage seven days a week, but on occasions, such as vacation time or officer's sick leave, no Tribal Officer is on duty.

The County-Tribe Deputies funded under the Program will continue to work closely with members of the Tribe's Law Enforcement Department to deter and solve crime on the Tribe's Reservation and will serve to build increased cooperation between the various law enforcement agencies. In this regard, it is important to note that the Tribe and the County have worked hard to cooperate in many areas, including in the area of law enforcement, for the benefit of County residents.
For example,

On January 28, 2020, as a result of an LCO Police Department investigation into illegal drug activity, Sawyer County Deputies assisted the LCO Police Department in the execution of a search warrant on a residence suspected of trafficking illegal drugs. As a result, an individual was arrested and charged with Possession of Heroin with Intent to Manufacture/Deliver.

On August 27, 2020, Sawyer County Deputies responded to a drug overdose on the LCO Reservation that resulted in the death of a young female. Through joint investigations and evidence collection, authorities were able to arrest the individual that provided the illegal drugs to the victim. The individual was charged and later convicted of 1st Degree Reckless Homicide/Deliver Drugs.

On September 26, 2020 Sawyer County Deputies responded to the scene of a residential structure fire on the LCO Reservation. Once the fire was extinguished it was determined the fire was suspicious in nature resulting in an investigation. Through cooperative efforts of the Sawyer County Sheriff's Office and the LCO Police Department, the scene was secured until special agents from the State Department of

Criminal Investigation arrived. The fire was most likely started due to arson and the investigation is currently active.

Currently the Sawyer County Sheriff's Office is assisting the LCO Police Department in locating a missing person. The joint efforts to locate the individual include aerial searches, interviewing possible witnesses and investigating information that may lead to the persons whereabouts. As of this writing the subject remains missing.

However, even with these types of activities, drug activity continues to be most significant in Sawyer County and on the Tribe's Reservation. With on-going arrests and joint investigations, the drug abuse, most significantly methamphetamine and opioid abuse in Sawyer County continues to grow at an alarming rate. The County-Tribe Deputies will continue to serve an important role in deterring and addressing these activities. In 2020 to date, there have been twelve (12) drug related deaths in Sawyer County. The heroin and methamphetamine epidemic in Sawyer County remain a significant problem in Sawyer County and on the LCO Reservation.

The 2021 proposed cost for the Program is Fifty Thousand, Four Hundred Seventy-Seven and 00/100 ($50,477), with a combined base salary cost for part-time County-Tribe Deputies and Dispatchers of Fifty Two Thousand and 00/100 ($52,000), including fringe benefits *(See Exhibit 5- 2021 Proposed Budget)*. The remaining costs identified in the 2021 Proposed Budget are usual and necessary costs incident to the position and are estimates based upon past amounts and projected future increases.

C. ADMINISTRATION AND DISBURSEMENT

The County will administer the funds received under the Program for the County-Tribe Deputies, including all costs identified in *Exhibit 5-2021 Proposed Budget*. The County shall disburse funds in accordance with its normal payroll and expense reimbursement practices. At the end of any Program year, any remaining fund balance will be used for jail space in accordance with the Memorandum of Understanding for Jail Services between the Tribe, County and Sheriff's Office *(See Exhibit 7-MOU)* or shall be distributed to the Tribe for its use solely for law enforcement purposes, as determined by the Tribe.

D. LAW ENFORCEMENT SERVICES

Nothing in this Agreement will limit, in anyway, the obligation of the Sheriff's Office under Public Law 280. Therefore, the Sheriff's Department will continue to provide law enforcement on the Tribe's Reservation and without limitation, will respond to calls for assistance by the County-Tribe Deputies to assist in enforcing State, County and Tribal laws on the Tribe's Reservation. Over the first three months of this Agreement, the Sheriff's Department and the Tribe will work together to establish and implement an efficient system for all county deputies from that point on to properly refer all civil violations/citations occurring on the reservation to the tribal court. Consistent

with this, the County-Tribe Deputies will work within the Tribe's Reservation; enforce State criminal laws, along with the laws of the Tribe; and fulfill the following duties in addition to those stated in (*Exhibit 8-Job Description):*

1. Enforce State criminal laws, codes and ordinances on the Tribe's Reservation in the capacity of Deputy Sheriff. All non-criminal citations will be referred to Tribal Law Enforcement to be filed in Tribal Court.

2. Refer all violations of Tribal laws, codes and ordinances on the Tribe's Reservation to Tribal Law Enforcement.

3. Patrol the Tribe's Reservation to provide a law enforcement presence to deter crime and perform duties of a patrol officer.

4. Enforce court orders of the County and the Tribe.

5. Appear in the courts of the County and the Tribe.

6. Respond to accidents, including administering first aid, completing accident reports and issuing citations.

7. Investigate crime on the Tribe's Reservation, including violent domestic abuse, child abuse and neglect, vandalism, burglaries, property crimes, substance abuse and elder abuse.

8. Investigate complaints on the Tribe's Reservation and refer to appropriate agencies.

9. Patrol and respond to calls on the Tribal Reservation and assist other law enforcement agencies outside of the Tribal Reservation only when necessary.

10. The Sheriff and/or designee will report to the Tribe on a quarterly basis to account for the officer's time and statistical information as agreed and be available for meetings with the Tribe as reasonably requested.

11. The Sheriff and/or designee will be available to attend Public Safety Committee meetings as requested by the Tribe.

12. When requested, the Sawyer County Truancy Deputy will assist with programs in the Tribe's LCO Ojibwe School-Waadookodaading and Hayward schools to implement juvenile intervention programs and promote a greater understanding between youth and law enforcement.

13. Provide crime prevention assistance to persons living on the Tribe's Reservation, as well as the Tribe and its programs and enterprises.

14. The Sheriff and/or designee will act as liaison between the governments of the County and the Tribe.

E. SUPERVISION AND CONTROL

The County Sheriff, and/or designee, shall supervise and control the County-Tribe Deputies in the performance of all duties, including scheduling work hours, data reporting, and maintenance and handling of evidence. On scheduled workdays and times, the County-Tribe Deputies shall report to the County Sheriff.

The County Sheriff, and/or designee, shall use his best efforts to schedule the County-Tribe Deputies to work on dates and times that will provide coverage to the Tribe's Reservation during periods when the Tribal Deputies are not scheduled. The County Sheriff, and/or designee, and the Tribe shall periodically conference to discuss scheduling requirements.

F. PROGRAM INPUT

The Program provides for coordination between the County and the Tribe regarding law enforcement within the Tribe's Reservation through the consistent and active presence of the County-Tribe Deputies within the Tribe's Reservation. When requested, the County-Tribe Deputies shall prepare and provide to the Tribal Governing Board and the LCO Public Safety Commission a monthly report detailing activities. In addition, the County-Tribe Deputies, County Sheriff, and/or designee and Public Safety Committee shall meet with the Tribe upon reasonable request to discuss the Program.

G. DEPUTIZING, TRAINING, INSURANCE AND HIRING

The County-Tribe Deputies are subject to the minimum qualifications stated in this Section G, including the willingness of the County Sheriff to deputize such person. The County will provide all bonding, liability, worker's compensation, vehicle and all additional required insurances and shall provide the Tribe with written proof of such coverage upon request of the Tribe. The County will provide all necessary training to the County-Tribe Deputies.

There will be reasonable efforts to hire Tribal members in accordance with the tribal preference policy of the Tribe pursuant to 14 LCOTCL §1.402.

The Sheriff's Office will use its best efforts to provide law enforcement coverage to the Tribe's Reservation during times the regularly scheduled LCO Tribal Police are on vacation, holiday, sick, disability or other leave.

The Sawyer County Sheriff's Office will utilize the County approved testing, screening and selection procedures to develop a list of qualified personnel to provide law enforcement coverage to the Tribe's Reservation.

The Tribe and County agree that the County-Tribe Deputies must meet the following minimum qualifications prior to employment:

1. Shall be over the age of 18;

2. Shall possess a high school diploma or the equivalent;

3. Shall possess a valid Wisconsin driver's license;

4. Shall not have been convicted of any state or federal felony crimes;

5. Shall be free of any physical, emotional or mental condition that may adversely affect the performance of duties;

6. Shall be of good moral character;

7. Shall have completed basic police recruit academy and be certified by the State of Wisconsin as a police officer; and

8. Shall be deputized by the County Sheriff after satisfying the above standards and shall meet all requirements of the Wisconsin Training and Standards Bureau to maintain their certification as a Wisconsin Law Enforcement Officer.

H. RECORDS AND DATA COLLECTION

The County-Tribe Deputies will prepare, complete and maintain records and data in accordance with applicable policies, procedures and practices of the Sheriff's Office.

The Sheriff's and/or designee will maintain the County-Tribe Deputies original records of incidents, complaints, violations and relevant statistical information and shall provide all such materials to the Tribe. The Tribe shall maintain records of incidents, complaints and violations of Tribal Law solely at the Tribe's Law Enforcement Department. The Sheriff's Office and the Tribe's Law Enforcement Department shall maintain such records as confidential to the extent required by law.

The Parties agree to cooperate in timely preparation and submission of the annual report required under Wis. Stat. 165.90 (4) (b).

I. MISCELLANEOUS PROVISIONS

Any notice permitted or required under this Agreement shall be deemed duly provided if transmitted by facsimile to the number listed below and followed by a hard copy sent first class mail to the applicable address; or if delivered personally; or if sent

certified mail, return receipt requested to the applicable address:

If to the Tribe:	With a copy to:
Louis Taylor Sr, Chairman Lac Courte Oreilles Band of Lake Superior Chippewa Indians 13394 W. Trepania Road Hayward, WI 54843	Office of the Attorney General Lac Courte Oreilles Band of Lake Superior Chippewa Indians 13394 W. Trepania Road Hayward, WI 54843
If to the County:	With a copy to:
Tweed Shuman, Chairman Sawyer County Board of Supervisors 10610 Main Street Hayward, WI 54843	Thomas J. Duffy, Corporate Counsel 10594 Main Street Hayward, WI 54843
If to the Sheriff's Office:	With a copy to:
Douglas Mrotek, Sheriff Sawyer County Sheriff's Office 15880 E. 5th Street, P.O. Box 567 Hayward, WI 54843	Joe Sajdera, Chief Deputy Sawyer County Sheriff's Office 15880 E. 5th Street, P.O. Box 567 Hayward, WI 54843

All immunities of the Tribe, as recognized by law, shall inure to the benefit of the County-Tribe Deputies and other County law enforcement Deputies when assisting in enforcing the Tribe's laws upon deputation of such Deputies. All of the immunities, including conditional immunities, of the County shall inure to the benefit of the County-Tribal Deputies when acting as a deputy of the County under the Program.

Neither the Tribe nor its officers, directors, employees, representatives, or agents shall be liable to the County or Sheriff's Office or any of their respective Deputies, directors, employees, representatives or agents for any loss, damage, expense or casualty arising from any acts or omissions of the County-Tribe Deputies in performance of the Agreement.

The Tribe, County and Sheriff's Office each shall indemnify, defend and hold the other party or parties harmless from and against all liabilities, awards, damages, expenses and fees, including reasonable attorney fees and court costs, arising from or in connection with any action, suit or claim brought by any third party arising from or in connection with the negligent or intentional acts or omissions of their respective Deputies, directors, employees, representatives, agents and their successors and assigns in the performance of this Agreement.

The County and Sheriff's Office acknowledge that the Tribe is a federally recognized Indian tribe, which possesses sovereign immunity from suit, unless expressly waived by the Tribe or Congress. Nothing in this Agreement shall be interpreted to waive the sovereign immunity of the Tribe.

Nothing in this Agreement shall be construed to cede or confer any jurisdiction on any Party, to waive any immunities, to modify the legal requirements for arrest or search and seizure or to otherwise modify the legal rights of any person, to accomplish any act that would violate State or federal law or subject the Parties to any liability to which they are not otherwise subject to under law.

This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin and it may not be varied or modified in any manner, except in a subsequent writing executed by the Parties.

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes any prior discussions, negotiations, agreements or understandings.

The failure of any Party to insist upon the performance of any terms or conditions, or the waiver of any breach shall not be construed as thereafter waiving any such terms and conditions or a subsequent breach.

No Party shall be in default or otherwise responsible for a failure to perform any obligation under this Agreement because of an act of God, act of war or terrorism, civil disturbance, epidemic, pandemic, unavailability of labor, material, power or communication. In any such event, the Party so claiming shall provide the other Parties with prompt written notice explaining the event.

The headings contained in this Agreement are for convenience and reference purposes only and shall not be construed as affecting the interpretation or meaning of the terms or conditions of this Agreement.

The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be affected, but shall be enforceable to the fullest extent permitted by law.

This Agreement may be executed in any number of counterparts; each of which when executed and delivered shall be an original, but all such counterparts shall constitute the same agreement.

This Agreement shall not be in effect until approved by resolution of the Tribe and County and signed by an authorized signatory of each party. This Agreement shall remain in effect during the applicable funding year. This Agreement is contingent upon approval by the State Department of Justice as a cooperative County-Tribe law

enforcement program and the receipt of the necessary funding for implementation under Wis. Stat. 165.90.

Each signatory to this Agreement represents that he has the legal authority to sign this document.

[This space intentionally left blank]

The Parties have made this 2021 Cooperative Agreement operative as set forth herein.

LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS

By: _____
Louis Taylor Sr.,
Chairperson

COUNTY OF SAWYER

By: _____
Tweed Shuman,
Chairperson

SAWYER COUNTY SHERIFF'S OFFICE

By: _____
Douglas Mrotek,
Sheriff

2021

AMENDED COOPERATIVE LAW ENFORCEMENT AGREEMENT

Between

SAWYER COUNTY
SAWYER COUNTY SHERIFF'S OFFICE

and the

LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS

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The County is authorized to enter into this Agreement pursuant to Wis. Stat. § 165.90 and properly approved this Agreement with adoption of the attached Resolution, as required by Wis. Stat. § 59.54(12) *(See Exhibit 1-County Resolution).* The Tribal Governing Board, as the governing body of the Tribe, is authorized to enter into agreements, including this Agreement, with other governmental bodies, including "with any County" pursuant to Article V, Section 1 (c) of the Constitution and Bylaws of the Tribe and properly approved this Agreement with adoption of the attached Resolution *(See Exhibit 2-LCO Resolution).* This Agreement is in the nature of an enforceable contract and a cooperative County-Tribe law enforcement program under Wis. Stat § 165.90

[This space intentionally left blank]

ARTICLE II
MISSION STATEMENT

The Tribe and the County wish to promote the general welfare of all residents of Sawyer County; by providing improved law enforcement coverage thereby increasing their ability to protect life and property; to preserve the public peace and to maintain order, with focus on the Tribe's Reservation. Continued funding of the Program, as described in Article III of this Agreement, is necessary for the Tribe and the County to achieve this Mission Statement.

[This space intentionally left blank]

ARTICLE III
PROGRAM ELEMENTS

A. PROGRAM DESCRIPTION

The cooperative law enforcement program between the Tribe and the County will provide the necessary funding (salary, fringe, equipment) for the County to employ part-time Deputies (the "County-Tribe Deputies").The County-Tribe Deputies will be deputized to enforce the laws of the State of Wisconsin (the "State") and the County; work within the Tribe's Reservation; enforce State and County laws, along with the laws of the Tribe; and fulfill the duties and obligations as specified in Article III, Section D of this Agreement (collectively the "Program"). In any case, as is noted in Section D, over the first three months of this Agreement, the Sheriff's Department and the Tribe will work together to establish and implement an efficient system for all county deputies from that point on to properly refer all civil violations/citations occurring on the reservation to the tribal court. The Parties agree that referrals may not be able to be made to the tribal court in two specific instances related to civil violations accompanying criminal violations and a first OWI. If a civil violation accompanies a criminal violation, that matter may be sent to County Court, if reasonably necessary to accompany criminal violations. Also, in relation to a first OWI, if a Tribal Officer is not available to handle the referral at the time of the stop, the matter may be sent to Sawyer County Court. Both of these exceptions shall not impair the offender's ability to request a transfer to tribal court for any civil violation, including a first OWI. As used in this Agreement, the "Tribe's Reservation" refers to the territory described in Article I, Section 1 of the Amended Constitution and Bylaws of the Tribe, in addition to all other land that qualifies as Indian country pursuant to 18 U.S.C. 1151.

The County and the Tribe will administer the Program within Sawyer County, which is the fifth largest in the State with an area of 1,256 square miles. The population of Sawyer County was 16,558 in 2020, an increase from 2019. (*See Exhibit 3-DOJ Grant Preliminary Data)* Specifically, the Program will continue to serve the Tribe's Reservation, which is approximately 78,045 acres and has 412 miles of County and State roads. The Tribe currently has 7,987 enrolled Tribal Members of which 2,567 Members reside on the reservation. *(See Exhibit 4-LCO Population Report).*

The number of Tribal Members continues to increase. Members and their families continue to return from metropolitan areas across the country. It is important to note that this has contributed to ongoing alcohol/drug abuse problems on the reservation. The Tribe alone is unable to adequately address these law enforcement concerns.

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Tribe's Law Enforcement Department and increased crime all justify continued funding of the Program.

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The Tribe and the Sheriff's Office have identified increased youth crime rates, methamphetamine abuse, heroin abuse, opioid abuse, alcohol and other drug abuse, domestic violence and gang related activity as some of the most urgent law enforcement problems within the Tribe's Reservation. Sheriff's Office records indicate a significant number of crime complaints in Sawyer County *(See Exhibit 5-SWSO Crime Statistics).* In addition, the Lac Court Oreilles Tribe's records indicate a significant number of crime complaints on the LCO Reservation *(See Exhibit 6- LCO PD Crime Statistics).* It should be noted that Exhibits 5 and 6 relating to crime statistics, and the additional materials provided therein, are included in the reporting requirements of Wis. Stat. 165.90 (4)(b).

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It is a challenge for the Sheriff's Office to provide adequate law enforcement coverage throughout the entire County. On a normal shift, three Patrol Deputies, including a Supervisor, are working. This number may be lower depending on vacation schedules and sick days. The County-Tribe Deputies devoted to the Reservation will continue to alleviate the burden on the understaffed Sheriff's Office, allowing the Sheriff's Office to increase law enforcement activities within the off-reservation portion of the County and provides for a quicker response time on the LCO Reservation.

In 2004, in an effort to provide additional law enforcement to the residents of the Tribe's Reservation, the Tribe established and funded a Law Enforcement Department, which currently includes seven (7) full-time Officers and two (2) part-time Officers. The LCO Tribe estimates that for 2021, the Law Enforcement Department will have significant revenue shortfall of approximately $200,000.00 unless it secures significant, additional outside funding sources.

With its limited staff, the Tribe's Law Enforcement Department strives to provide 24-hour coverage seven days a week, but on occasions, such as vacation time or officer's sick leave, no Tribal Officer is on duty.

The County-Tribe Deputies funded under the Program will continue to work closely with members of the Tribe's Law Enforcement Department to deter and solve crime on the Tribe's Reservation and will serve to build increased cooperation between the various law enforcement agencies. In this regard, it is important to note that the Tribe and the County have worked hard to cooperate in many areas, including in the area of law enforcement, for the benefit of County residents.
For example,

On January 28, 2020, as a result of an LCO Police Department investigation into illegal drug activity, Sawyer County Deputies assisted the LCO Police Department in the execution of a search warrant on a residence suspected of trafficking illegal drugs. As a result, an individual was arrested and charged with Possession of Heroin with Intent to Manufacture/Deliver.

On August 27, 2020, Sawyer County Deputies responded to a drug overdose on the LCO Reservation that resulted in the death of a young female. Through joint investigations and evidence collection, authorities were able to arrest the individual that provided the illegal drugs to the victim. The individual was charged and later convicted of 1st Degree Reckless Homicide/Deliver Drugs.

On September 26, 2020 Sawyer County Deputies responded to the scene of a residential structure fire on the LCO Reservation. Once the fire was extinguished it was determined the fire was suspicious in nature resulting in an investigation. Through cooperative efforts of the Sawyer County Sheriff's Office and the LCO Police Department, the scene was secured until special agents from the State Department of

Criminal Investigation arrived. The fire was most likely started due to arson and the investigation is currently active.

Currently the Sawyer County Sheriff's Office is assisting the LCO Police Department in locating a missing person. The joint efforts to locate the individual include aerial searches, interviewing possible witnesses and investigating information that may lead to the persons whereabouts. As of this writing the subject remains missing.

However, even with these types of activities, drug activity continues to be most significant in Sawyer County and on the Tribe's Reservation. With on-going arrests and joint investigations, the drug abuse, most significantly methamphetamine and opioid abuse in Sawyer County continues to grow at an alarming rate. The County-Tribe Deputies will continue to serve an important role in deterring and addressing these activities. In 2020 to date, there have been twelve (12) drug related deaths in Sawyer County. The heroin and methamphetamine epidemic in Sawyer County remain a significant problem in Sawyer County and on the LCO Reservation.

The 2021 proposed cost for the Program is Fifty Thousand, Four Hundred Seventy-Seven and 00/100 ($50,477), with a combined base salary cost for part-time County-Tribe Deputies and Dispatchers of Fifty Two Thousand and 00/100 ($52,000), including fringe benefits *(See Exhibit 5- 2021 Proposed Budget)*. The remaining costs identified in the 2021 Proposed Budget are usual and necessary costs incident to the position and are estimates based upon past amounts and projected future increases.

C. ADMINISTRATION AND DISBURSEMENT

The County will administer the funds received under the Program for the County-Tribe Deputies, including all costs identified in *Exhibit 5-2021 Proposed Budget*. The County shall disburse funds in accordance with its normal payroll and expense reimbursement practices. At the end of any Program year, any remaining fund balance will be used for jail space in accordance with the Memorandum of Understanding for Jail Services between the Tribe, County and Sheriff's Office *(See Exhibit 7-MOU)* or shall be distributed to the Tribe for its use solely for law enforcement purposes, as determined by the Tribe.

D. LAW ENFORCEMENT SERVICES

Nothing in this Agreement will limit, in anyway, the obligation of the Sheriff's Office under Public Law 280. Therefore, the Sheriff's Department will continue to provide law enforcement on the Tribe's Reservation and without limitation, will respond to calls for assistance by the County-Tribe Deputies to assist in enforcing State, County and Tribal laws on the Tribe's Reservation. Over the first three months of this Agreement, the Sheriff's Department and the Tribe will work together to establish and implement an efficient system for all county deputies from that point on to properly refer all civil violations/citations occurring on the reservation to the tribal court. Consistent

with this, the County-Tribe Deputies will work within the Tribe's Reservation; enforce State criminal laws, along with the laws of the Tribe; and fulfill the following duties in addition to those stated in (*Exhibit 8-Job Description):*

1. Enforce State criminal laws, codes and ordinances on the Tribe's Reservation in the capacity of Deputy Sheriff. All non-criminal citations will be referred to Tribal Law Enforcement to be filed in Tribal Court.

2. Refer all violations of Tribal laws, codes and ordinances on the Tribe's Reservation to Tribal Law Enforcement.

3. Patrol the Tribe's Reservation to provide a law enforcement presence to deter crime and perform duties of a patrol officer.

4. Enforce court orders of the County and the Tribe.

5. Appear in the courts of the County and the Tribe.

6. Respond to accidents, including administering first aid, completing accident reports and issuing citations.

7. Investigate crime on the Tribe's Reservation, including violent domestic abuse, child abuse and neglect, vandalism, burglaries, property crimes, substance abuse and elder abuse.

8. Investigate complaints on the Tribe's Reservation and refer to appropriate agencies.

9. Patrol and respond to calls on the Tribal Reservation and assist other law enforcement agencies outside of the Tribal Reservation only when necessary.

10. The Sheriff and/or designee will report to the Tribe on a quarterly basis to account for the officer's time and statistical information as agreed and be available for meetings with the Tribe as reasonably requested.

11. The Sheriff and/or designee will be available to attend Public Safety Committee meetings as requested by the Tribe.

12. When requested, the Sawyer County Truancy Deputy will assist with programs in the Tribe's LCO Ojibwe School-Waadookodaading and Hayward schools to implement juvenile intervention programs and promote a greater understanding between youth and law enforcement.

13. Provide crime prevention assistance to persons living on the Tribe's Reservation, as well as the Tribe and its programs and enterprises.

14. The Sheriff and/or designee will act as liaison between the governments of the County and the Tribe.

E. SUPERVISION AND CONTROL

The County Sheriff, and/or designee, shall supervise and control the County-Tribe Deputies in the performance of all duties, including scheduling work hours, data reporting, and maintenance and handling of evidence. On scheduled workdays and times, the County-Tribe Deputies shall report to the County Sheriff.

The County Sheriff, and/or designee, shall use his best efforts to schedule the County-Tribe Deputies to work on dates and times that will provide coverage to the Tribe's Reservation during periods when the Tribal Deputies are not scheduled. The County Sheriff, and/or designee, and the Tribe shall periodically conference to discuss scheduling requirements.

F. PROGRAM INPUT

The Program provides for coordination between the County and the Tribe regarding law enforcement within the Tribe's Reservation through the consistent and active presence of the County-Tribe Deputies within the Tribe's Reservation. When requested, the County-Tribe Deputies shall prepare and provide to the Tribal Governing Board and the LCO Public Safety Commission a monthly report detailing activities. In addition, the County-Tribe Deputies, County Sheriff, and/or designee and Public Safety Committee shall meet with the Tribe upon reasonable request to discuss the Program.

G. DEPUTIZING, TRAINING, INSURANCE AND HIRING

The County-Tribe Deputies are subject to the minimum qualifications stated in this Section G, including the willingness of the County Sheriff to deputize such person. The County will provide all bonding, liability, worker's compensation, vehicle and all additional required insurances and shall provide the Tribe with written proof of such coverage upon request of the Tribe. The County will provide all necessary training to the County-Tribe Deputies.

There will be reasonable efforts to hire Tribal members in accordance with the tribal preference policy of the Tribe pursuant to 14 LCOTCL §1.402.

The Sheriff's Office will use its best efforts to provide law enforcement coverage to the Tribe's Reservation during times the regularly scheduled LCO Tribal Police are on vacation, holiday, sick, disability or other leave.

The Sawyer County Sheriff's Office will utilize the County approved testing, screening and selection procedures to develop a list of qualified personnel to provide law enforcement coverage to the Tribe's Reservation.

The Tribe and County agree that the County-Tribe Deputies must meet the following minimum qualifications prior to employment:

1. Shall be over the age of 18;

2. Shall possess a high school diploma or the equivalent;

3. Shall possess a valid Wisconsin driver's license;

4. Shall not have been convicted of any state or federal felony crimes;

5. Shall be free of any physical, emotional or mental condition that may adversely affect the performance of duties;

6. Shall be of good moral character;

7. Shall have completed basic police recruit academy and be certified by the State of Wisconsin as a police officer; and

8. Shall be deputized by the County Sheriff after satisfying the above standards and shall meet all requirements of the Wisconsin Training and Standards Bureau to maintain their certification as a Wisconsin Law Enforcement Officer.

H. RECORDS AND DATA COLLECTION

The County-Tribe Deputies will prepare, complete and maintain records and data in accordance with applicable policies, procedures and practices of the Sheriff's Office.

The Sheriff's and/or designee will maintain the County-Tribe Deputies original records of incidents, complaints, violations and relevant statistical information and shall provide all such materials to the Tribe. The Tribe shall maintain records of incidents, complaints and violations of Tribal Law solely at the Tribe's Law Enforcement Department. The Sheriff's Office and the Tribe's Law Enforcement Department shall maintain such records as confidential to the extent required by law.

The Parties agree to cooperate in timely preparation and submission of the annual report required under Wis. Stat. 165.90 (4) (b).

I. MISCELLANEOUS PROVISIONS

Any notice permitted or required under this Agreement shall be deemed duly provided if transmitted by facsimile to the number listed below and followed by a hard copy sent first class mail to the applicable address; or if delivered personally; or if sent

certified mail, return receipt requested to the applicable address:

If to the Tribe:	With a copy to:
Louis Taylor Sr, Chairman Lac Courte Oreilles Band of Lake Superior Chippewa Indians 13394 W. Trepania Road Hayward, WI 54843	Office of the Attorney General Lac Courte Oreilles Band of Lake Superior Chippewa Indians 13394 W. Trepania Road Hayward, WI 54843
If to the County:	With a copy to:
Tweed Shuman, Chairman Sawyer County Board of Supervisors 10610 Main Street Hayward, WI 54843	Thomas J. Duffy, Corporate Counsel 10594 Main Street Hayward, WI 54843
If to the Sheriff's Office:	With a copy to:
Douglas Mrotek, Sheriff Sawyer County Sheriff's Office 15880 E. 5th Street, P.O. Box 567 Hayward, WI 54843	Joe Sajdera, Chief Deputy Sawyer County Sheriff's Office 15880 E. 5th Street, P.O. Box 567 Hayward, WI 54843

All immunities of the Tribe, as recognized by law, shall inure to the benefit of the County-Tribe Deputies and other County law enforcement Deputies when assisting in enforcing the Tribe's laws upon deputation of such Deputies. All of the immunities, including conditional immunities, of the County shall inure to the benefit of the County-Tribal Deputies when acting as a deputy of the County under the Program.

Neither the Tribe nor its officers, directors, employees, representatives, or agents shall be liable to the County or Sheriff's Office or any of their respective Deputies, directors, employees, representatives or agents for any loss, damage, expense or casualty arising from any acts or omissions of the County-Tribe Deputies in performance of the Agreement.

The Tribe, County and Sheriff's Office each shall indemnify, defend and hold the other party or parties harmless from and against all liabilities, awards, damages, expenses and fees, including reasonable attorney fees and court costs, arising from or in connection with any action, suit or claim brought by any third party arising from or in connection with the negligent or intentional acts or omissions of their respective Deputies, directors, employees, representatives, agents and their successors and assigns in the performance of this Agreement.

The County and Sheriff's Office acknowledge that the Tribe is a federally recognized Indian tribe, which possesses sovereign immunity from suit, unless expressly waived by the Tribe or Congress. Nothing in this Agreement shall be interpreted to waive the sovereign immunity of the Tribe.

Nothing in this Agreement shall be construed to cede or confer any jurisdiction on any Party, to waive any immunities, to modify the legal requirements for arrest or search and seizure or to otherwise modify the legal rights of any person, to accomplish any act that would violate State or federal law or subject the Parties to any liability to which they are not otherwise subject to under law.

This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin and it may not be varied or modified in any manner, except in a subsequent writing executed by the Parties.

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes any prior discussions, negotiations, agreements or understandings.

The failure of any Party to insist upon the performance of any terms or conditions, or the waiver of any breach shall not be construed as thereafter waiving any such terms and conditions or a subsequent breach.

No Party shall be in default or otherwise responsible for a failure to perform any obligation under this Agreement because of an act of God, act of war or terrorism, civil disturbance, epidemic, pandemic, unavailability of labor, material, power or communication. In any such event, the Party so claiming shall provide the other Parties with prompt written notice explaining the event.

The headings contained in this Agreement are for convenience and reference purposes only and shall not be construed as affecting the interpretation or meaning of the terms or conditions of this Agreement.

The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be affected, but shall be enforceable to the fullest extent permitted by law.

This Agreement may be executed in any number of counterparts; each of which when executed and delivered shall be an original, but all such counterparts shall constitute the same agreement.

This Agreement shall not be in effect until approved by resolution of the Tribe and County and signed by an authorized signatory of each party. This Agreement shall remain in effect during the applicable funding year. This Agreement is contingent upon approval by the State Department of Justice as a cooperative County-Tribe law

enforcement program and the receipt of the necessary funding for implementation under Wis. Stat. 165.90.

Each signatory to this Agreement represents that he has the legal authority to sign this document.

The Parties have made this 2021 Cooperative Agreement operative as set forth herein.

LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS

By: _____
Louis Taylor Sr.,
Chairperson

COUNTY OF SAWYER

By: _____
Tweed Shuman,
Chairperson

SAWYER COUNTY SHERIFF'S OFFICE

By: _____
Douglas Mrotek,
Sheriff

SAWYER COUNTY SHERIFF'S OFFICE

DOUGLAS D. MROTEK - SHERIFF JOSEPH E. SAJDERA - CHIEF DEPUTY

November 27, 2020

Sabrina Gentile / Justice Programs Coordinator
State of Wisconsin Department of Justice
DLES/Bureau of Justice Programs
17 West Main Street
Madison, WI 53703

Dear Ms. Gentile

Enclosed you will find our completed application for the 2021 County/Tribal Law Enforcement Grant for Sawyer County/Lac Court Oreilles Band of Lake Superior Chippewa Indians.

This grant continues to remain very important to Sawyer County and the people we serve, as it allows us to support the Lac Court Oreilles Tribal Police Department and the communities on the LCO Reservation. With the grant, we are able to help provide services that are more efficient to the residents of the Lac Court Oreilles Reservation and throughout our large county of 1,350 square miles. Calls for service on the Lac Court Oreilles Reservation utilize our resources more than any other specific area of Sawyer County and this grant helps us provide Deputies and other personnel to the reservation that we would not be able to provide without this grant.

Again, in 2021, we look forward to continuing our close working relationship with the Lac Court Oreilles Tribe, to use this grant in its fullest extent to serve the people of Sawyer County and the Lac Court Oreilles Reservation, to the best of our abilities.

I again thank you for your assistance and for the opportunity to apply for the 2021 County/Tribal Law Enforcement Grant.

Sincerely,

J. E. Sajdera

Joe Sajdera,
Chief Deputy

Enclosures
Cc; file

15880 FIFTH STREET · POST OFFICE BOX 567 · HAYWARD, WI 54843 · SAWYERCOUNTYGOV.ORG

ADMIN	FAX	DISPATCH	JAIL	FAX
715-634-4858	715-634-1309	715-634-5213	715-634-9120	715-634-3845

County/Tribal Law Enforcement Assistance 2021
Grant Application

Applications must be received by the DOJ via email or postmarked by USPS on or before November 30, 2020.

Name of Applicant Program	County: Sawyer County	Tribe: Lac Court Oreilles Band of Lake Superior Chippewa Indians
Street Address	15880 E. Fifth Street	13394W Trepania Road
City	Hayward	Hayward
State	Wisconsin	Wisconsin
Zip Code	54843	54843

Signatory Name	Sheriff Douglas Mrotek
Title	Sawyer County Sheriff
Street Address	15880 E. Fifth Street
City	Hayward
State	Wisconsin
Zip Code	54843
Email	dmrotek@sawyersheriff.org

Program Contact	Joe Sajdera
Title	Chief Deputy
Street Address	15880 E. Fifth Street
City	Hayward
State	Wisconsin
Zip Code	54843
Email	jsajdera@sawyersheriff.org

Please make sure the following are attached and submitted with the application (if there are scheduling issues please contact DOJ):

- ❑ County Board resolution approving joint plan
- ❑ Tribal Governing Body resolution approving joint plan
- ❑ 2020 Preliminary Grant Close out Report (See Page 7 of this package)

Budget Summary - Please enter the amount of expenses that are anticipated in each of these budget categories.

Personnel	$29,512.00
Fringe	$15,194.99
Travel	
Equipment	$5,740.01
Supplies	
Other	
Total	$50,447.00

2021

COOPERATIVE LAW ENFORCEMENT AGREEMENT

Between

SAWYER COUNTY
SAWYER COUNTY SHERIFF'S OFFICE

and the

LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS

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2. Resolution of Tribe
3. DOJ Grant Preliminary Data
4. LCO Population Report
5. County Crime Statistics and 2021 Proposed Budget
6. Tribe Crime Statistics
7. MOU for Jail Services
8. Job Description
9. Sawyer County Workforce & Economic Profile

ARTICLE I
TITLE AND AUTHORITY

This Cooperative Law Enforcement Agreement ("Agreement") is made this 25th day of November, 2020 between the Lac Courte Oreilles Band of Lake Superior Chippewa Indians (the "Tribe"), an inherently sovereign Indian Tribe organized pursuant to the provisions of the Indian Reorganization Act of 1934, 25 US.C. Sec 461 *et seq.,* and Sawyer County, a political subdivision of the State of Wisconsin, duly organized as a County under state law (the "County"); and Sawyer County Sheriff's Office (the "Sheriff's Office"), collectively referred to as the "Parties," and each is a "Party."

The County is authorized to enter into this Agreement pursuant to Wis. Stat. § 165.90 and properly approved this Agreement with adoption of the attached Resolution, as required by Wis. Stat. § 59.54(12) *(See Exhibit 1-County Resolution).* The Tribal Governing Board, as the governing body of the Tribe, is authorized to enter into agreements, including this Agreement, with other governmental bodies, including "with any County" pursuant to Article V, Section 1 (c) of the Constitution and Bylaws of the Tribe and properly approved this Agreement with adoption of the attached Resolution *(See Exhibit 2-LCO Resolution).* This Agreement is in the nature of an enforceable contract and a cooperative County-Tribe law enforcement program under Wis. Stat § 165.90

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ARTICLE II
MISSION STATEMENT

The Tribe and the County wish to promote the general welfare of all residents of Sawyer County; by providing improved law enforcement coverage thereby increasing their ability to protect life and property; to preserve the public peace and to maintain order, with focus on the Tribe's Reservation. Continued funding of the Program, as described in Article III of this Agreement, is necessary for the Tribe and the County to achieve this Mission Statement.

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ARTICLE III
PROGRAM ELEMENTS

A. PROGRAM DESCRIPTION

The cooperative law enforcement program between the Tribe and the County will provide the necessary funding (salary, fringe, equipment) for the County to employ part-time Deputies (the "County-Tribe Deputies").The County-Tribe Deputies will be deputized to enforce the laws of the State of Wisconsin (the "State") and the County; work within the Tribe's Reservation; enforce State and County laws, along with the laws of the Tribe; and fulfill the duties and obligations as specified in Article III, Section D of this Agreement (collectively the "Program"). In any case, as is noted in Section D, over the first three months of this Agreement, the Sheriff's Department and the Tribe will work together to establish and implement an efficient system for all county deputies from that point on to properly refer all civil violations/citations occurring on the reservation to the tribal court. As used in this Agreement, the "Tribe's Reservation" refers to the territory described in Article I, Section 1 of the Amended Constitution and Bylaws of the Tribe, in addition to all other land that qualifies as Indian country pursuant to 18 U.S.C. 1151.

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For example,

On January 28, 2020, as a result of an LCO Police Department investigation into illegal drug activity, Sawyer County Deputies assisted the LCO Police Department in the execution of a search warrant on a residence suspected of trafficking illegal drugs. As a result, an individual was arrested and charged with Possession of Heroin with Intent to Manufacture/Deliver.

On August 27, 2020, Sawyer County Deputies responded to a drug overdose on the LCO Reservation that resulted in the death of a young female. Through joint investigations and evidence collection, authorities were able to arrest the individual that provided the illegal drugs to the victim. The individual was charged and later convicted of 1st Degree Reckless Homicide/Deliver Drugs.

On September 26, 2020 Sawyer County Deputies responded to the scene of a residential structure fire on the LCO Reservation. Once the fire was extinguished it was determined the fire was suspicious in nature resulting in an investigation. Through cooperative efforts of the Sawyer County Sheriff's Office and the LCO Police Department, the scene was secured until special agents from the State Department of Criminal Investigation arrived. The fire was most likely started due to arson and the investigation is currently active.

Currently the Sawyer County Sheriff's Office is assisting the LCO Police Department in locating a missing person. The joint efforts to locate the individual include aerial searches, interviewing possible witnesses and investigating information that may lead to the persons whereabouts. As of this writing the subject remains missing.

However, even with these types of activities, drug activity continues to be most significant in Sawyer County and on the Tribe's Reservation. With on-going arrests and joint investigations, the drug abuse, most significantly methamphetamine and opioid abuse in Sawyer County continues to grow at an alarming rate. The County-Tribe Deputies will continue to serve an important role in deterring and addressing these activities. In 2020 to date, there have been twelve (12) drug related deaths in Sawyer County. The heroin and methamphetamine epidemic in Sawyer County remain a significant problem in Sawyer County and on the LCO Reservation.

The 2021 proposed cost for the Program is Fifty Thousand, Four Hundred Seventy-Seven and 00/100 ($50,477), with a combined base salary cost for part-time County-Tribe Deputies and Dispatchers of Fifty Two Thousand and 00/100 ($52,000), including fringe benefits *(See Exhibit 5- 2021 Proposed Budget)*. The remaining costs identified in the 2021 Proposed Budget are usual and necessary costs incident to the position and are estimates based upon past amounts and projected future increases.

C. ADMINISTRATION AND DISBURSEMENT

The County will administer the funds received under the Program for the County-Tribe Deputies, including all costs identified in *Exhibit 5-2021 Proposed Budget*. The County shall disburse funds in accordance with its normal payroll and expense reimbursement practices. At the end of any Program year, any remaining fund balance will be used for jail space in accordance with the Memorandum of Understanding for Jail Services between the Tribe, County and Sheriff's Office *(See Exhibit 7-MOU)* or shall be distributed to the Tribe for its use solely for law enforcement purposes, as determined by the Tribe.

D. LAW ENFORCEMENT SERVICES

Nothing in this Agreement will limit, in anyway, the obligation of the Sheriff's Office under Public Law 280. Therefore, the Sheriff's Department will continue to provide law enforcement on the Tribe's Reservation and without limitation, will respond to calls for assistance by the County-Tribe Deputies to assist in enforcing State, County and Tribal laws on the Tribe's Reservation. Over the first three months of this Agreement, the Sheriff's Department and the Tribe will work together to establish and implement an efficient system for all county deputies from that point on to properly refer all civil violations/citations occurring on the reservation to the tribal court. Consistent with this, the County-Tribe Deputies will work within the Tribe's Reservation; enforce

State criminal laws, along with the laws of the Tribe; and fulfill the following duties in addition to those stated in (*Exhibit 8-Job Description):*

1. Enforce State criminal laws, codes and ordinances on the Tribe's Reservation in the capacity of Deputy Sheriff. All non-criminal citations will be referred to Tribal Law Enforcement to be filed in Tribal Court.

2. Refer all violations of Tribal laws, codes and ordinances on the Tribe's Reservation to Tribal Law Enforcement.

3. Patrol the Tribe's Reservation to provide a law enforcement presence to deter crime and perform duties of a patrol officer.

4. Enforce court orders of the County and the Tribe.

5. Appear in the courts of the County and the Tribe.

6. Respond to accidents, including administering first aid, completing accident reports and issuing citations.

7. Investigate crime on the Tribe's Reservation, including violent domestic abuse, child abuse and neglect, vandalism, burglaries, property crimes, substance abuse and elder abuse.

8. Investigate complaints on the Tribe's Reservation and refer to appropriate agencies.

9. Patrol and respond to calls on the Tribal Reservation and assist other law enforcement agencies outside of the Tribal Reservation only when necessary.

10. The Sheriff and/or designee will report to the Tribe on a quarterly basis to account for the officer's time and statistical information as agreed and be available for meetings with the Tribe as reasonably requested.

11. The Sheriff and/or designee will be available to attend Public Safety Committee meetings as requested by the Tribe.

12. When requested, the Sawyer County Truancy Deputy will assist with programs in the Tribe's LCO Ojibwe School-Waadookodaading and Hayward schools to implement juvenile intervention programs and promote a greater understanding between youth and law enforcement.

13. Provide crime prevention assistance to persons living on the Tribe's Reservation, as well as the Tribe and its programs and enterprises.

14. The Sheriff and/or designee will act as liaison between the governments of the

County and the Tribe.

E. SUPERVISION AND CONTROL

The County Sheriff, and/or designee, shall supervise and control the County-Tribe Deputies in the performance of all duties, including scheduling work hours, data reporting, and maintenance and handling of evidence. On scheduled workdays and times, the County-Tribe Deputies shall report to the County Sheriff.

The County Sheriff, and/or designee, shall use his best efforts to schedule the County-Tribe Deputies to work on dates and times that will provide coverage to the Tribe's Reservation during periods when the Tribal Deputies are not scheduled. The County Sheriff, and/or designee, and the Tribe shall periodically conference to discuss scheduling requirements.

F. PROGRAM INPUT

The Program provides for coordination between the County and the Tribe regarding law enforcement within the Tribe's Reservation through the consistent and active presence of the County-Tribe Deputies within the Tribe's Reservation. When requested, the County-Tribe Deputies shall prepare and provide to the Tribal Governing Board and the LCO Public Safety Commission a monthly report detailing activities. In addition, the County-Tribe Deputies, County Sheriff, and/or designee and Public Safety Committee shall meet with the Tribe upon reasonable request to discuss the Program.

G. DEPUTIZING, TRAINING, INSURANCE AND HIRING

The County-Tribe Deputies are subject to the minimum qualifications stated in this Section G, including the willingness of the County Sheriff to deputize such person. The County will provide all bonding, liability, worker's compensation, vehicle and all additional required insurances and shall provide the Tribe with written proof of such coverage upon request of the Tribe. The County will provide all necessary training to the County-Tribe Deputies.

There will be reasonable efforts to hire Tribal members in accordance with the tribal preference policy of the Tribe pursuant to 14 LCOTCL §1.402.

The Sheriff's Office will use its best efforts to provide law enforcement coverage to the Tribe's Reservation during times the regularly scheduled LCO Tribal Police are on vacation, holiday, sick, disability or other leave.

The Sawyer County Sheriff's Office will utilize the County approved testing,

screening and selection procedures to develop a list of qualified personnel to provide law enforcement coverage to the Tribe's Reservation.

The Tribe and County agree that the County-Tribe Deputies must meet the following minimum qualifications prior to employment:

1. Shall be over the age of 18;

2. Shall possess a high school diploma or the equivalent;

3. Shall possess a valid Wisconsin driver's license;

4. Shall not have been convicted of any state or federal felony crimes;

5. Shall be free of any physical, emotional or mental condition that may adversely affect the performance of duties;

6. Shall be of good moral character;
7. Shall have completed basic police recruit academy and be certified by the State of Wisconsin as a police officer; and

8. Shall be deputized by the County Sheriff after satisfying the above standards and shall meet all requirements of the Wisconsin Training and Standards Bureau to maintain their certification as a Wisconsin Law Enforcement Officer.

H. RECORDS AND DATA COLLECTION

The County-Tribe Deputies will prepare, complete and maintain records and data in accordance with applicable policies, procedures and practices of the Sheriff's Office.

The Sheriff's and/or designee will maintain the County-Tribe Deputies original records of incidents, complaints, violations and relevant statistical information and shall provide all such materials to the Tribe. The Tribe shall maintain records of incidents, complaints and violations of Tribal Law solely at the Tribe's Law Enforcement Department. The Sheriff's Office and the Tribe's Law Enforcement Department shall maintain such records as confidential to the extent required by law.

The Parties agree to cooperate in timely preparation and submission of the annual report required under Wis. Stat. 165.90 (4) (b).

I. MISCELLANEOUS PROVISIONS

Any notice permitted or required under this Agreement shall be deemed duly provided if transmitted by facsimile to the number listed below and followed by a hard

copy sent first class mail to the applicable address; or if delivered personally; or if sent certified mail, return receipt requested to the applicable address:

If to the Tribe:

Louis Taylor Sr, Chairman
Lac Courte Oreilles Band of
Lake Superior Chippewa Indians
13394 W. Trepania Road
Hayward, WI 54843

With a copy to:

Office of the Attorney General
Lac Courte Oreilles Band of
Lake Superior Chippewa Indians
13394 W. Trepania Road
Hayward, WI 54843

If to the County:

Tweed Shuman, Chairman
Sawyer County Board of Supervisors
10610 Main Street
Hayward, WI 54843

With a copy to:

Thomas J. Duffy, Corporate Counsel
10594 Main Street
Hayward, WI 54843

If to the Sheriff's Office:

Douglas Mrotek, Sheriff
Sawyer County Sheriff's Office
15880 E. 5th Street, P.O. Box 567
Hayward, WI 54843

With a copy to:

Joe Sajdera, Chief Deputy
Sawyer County Sheriff's Office
15880 E. 5th Street, P.O. Box 567
Hayward, WI 54843

All immunities of the Tribe, as recognized by law, shall inure to the benefit of the County-Tribe Deputies and other County law enforcement Deputies when assisting in enforcing the Tribe's laws upon deputation of such Deputies. All of the immunities, including conditional immunities, of the County shall inure to the benefit of the County-Tribal Deputies when acting as a deputy of the County under the Program.

Neither the Tribe nor its officers, directors, employees, representatives, or agents shall be liable to the County or Sheriff's Office or any of their respective Deputies, directors, employees, representatives or agents for any loss, damage, expense or casualty arising from any acts or omissions of the County-Tribe Deputies in performance of the Agreement.

The Tribe, County and Sheriff's Office each shall indemnify, defend and hold the other party or parties harmless from and against all liabilities, awards, damages, expenses and fees, including reasonable attorney fees and court costs, arising from or in connection with any action, suit or claim brought by any third party arising from or in connection with the negligent or intentional acts or omissions of their respective Deputies, directors, employees, representatives, agents and their successors and assigns in the performance of this Agreement.

The County and Sheriff's Office acknowledge that the Tribe is a federally recognized Indian tribe, which possesses sovereign immunity from suit, unless expressly waived by the Tribe or Congress. Nothing in this Agreement shall be interpreted to waive the sovereign immunity of the Tribe.

Nothing in this Agreement shall be construed to cede or confer any jurisdiction on any Party, to waive any immunities, to modify the legal requirements for arrest or search and seizure or to otherwise modify the legal rights of any person, to accomplish any act that would violate State or federal law or subject the Parties to any liability to which they are not otherwise subject to under law.

This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin and it may not be varied or modified in any manner, except in a subsequent writing executed by the Parties.

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes any prior discussions, negotiations, agreements or understandings.

The failure of any Party to insist upon the performance of any terms or conditions, or the waiver of any breach shall not be construed as thereafter waiving any such terms and conditions or a subsequent breach.

No Party shall be in default or otherwise responsible for a failure to perform any obligation under this Agreement because of an act of God, act of war or terrorism, civil disturbance, epidemic, pandemic, unavailability of labor, material, power or communication. In any such event, the Party so claiming shall provide the other Parties with prompt written notice explaining the event.

The headings contained in this Agreement are for convenience and reference purposes only and shall not be construed as affecting the interpretation or meaning of the terms or conditions of this Agreement.

The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be affected, but shall be enforceable to the fullest extent permitted by law.

This Agreement may be executed in any number of counterparts; each of which when executed and delivered shall be an original, but all such counterparts shall constitute the same agreement.

This Agreement shall not be in effect until approved by resolution of the Tribe and County and signed by an authorized signatory of each party. This Agreement shall remain in effect during the applicable funding year. This Agreement is contingent upon

approval by the State Department of Justice as a cooperative County-Tribe law enforcement program and the receipt of the necessary funding for implementation under Wis. Stat. 165.90.

Each signatory to this Agreement represents that he has the legal authority to sign this document.

[This space intentionally left blank]

The Parties have made this 2021 Cooperative Agreement operative as set forth herein.

LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS

By: _____
Louis Taylor Sr.,
Chairperson

COUNTY OF SAWYER

By: _____
Tweed Shuman,
Chairperson

SAWYER COUNTY SHERIFF'S OFFICE

By: _____
Douglas Mrotek,
Sheriff

Resolution 2020- 43

RESOLUTION TO APPROVE A COOPERATIVE LAW ENFORCEMENT AGREEMENT

WHEREAS, the Lac Courte Oreilles Band of Lake Superior Chippewa Indians is a Federally recognized Indian Government organized pursuant to the Indian Reorganization Act of 1934, 25 U.S.C. section 461 et seq.; and,

WHEREAS, the Lac Courte Oreilles Tribal Governing Board is the governing body of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians pursuant to the Lac Courte Oreilles Constitution, Article III; and,

WHEREAS, the Lac Courte Oreilles Tribal Governing Board is empowered by Article V, Section 1 (c) of the Lac Courte Oreilles Constitution to conclude agreements and negotiate with federal, state and local governments on all matters affecting the Tribe; and,

WHEREAS, the Lac Courte Oreilles Tribal Governing Board wishes to enter into a law enforcement agreement with Sawyer County for the purpose of obtaining support and law enforcement services on the Lac Courte Oreilles Reservation; and,

WHEREAS, the Sawyer County Public Safety Committee supports entering into an agreement with the Lac Courte Oreilles Band of Lake Superior Chippewa Indians and applying for the Law Enforcement Grant.

THERFORE BE IT RESOLVED, THAT THE Sawyer County Board of Supervisors approves entering into an agreement with the Lac Courte Oreilles Band of Lake Superior Chippewa Indians for the year 2021 and obtaining State financial support for improving law enforcement of tribal area.

FISCAL IMPACT: None – Additional Grant Funds

Recommended for adoption by the Sawyer County Public safety committee on the 29th day of October, 2020.

James Schlender, Chair

Ron Buckholtz, Vice Chair

Dale Schleeter

Chuck Van Etten

Ed Peters

Adopted by the Sawyer County Board of Supervisors on this 10th day of November, 2020

Tweed Shuman
Sawyer County Board Chairman

Carol Williamson
Sawyer County Clerk

Exhibit #1

LAC COURTE OREILLES TRIBAL GOVERNING BOARD

Pride of the Ojibwe

13394 W Trepania Road . Hayward . Wisconsin . 54843
Phone 715-634-8934 . Fax 715-634-4797

RESOLUTION NO. 97-2020

2021 COOPERATIVE LAW ENFORCEMENT AGREEMENT

WHEREAS, the Lac Courte Oreilles Band of Lake Superior Chippewa Indians is a federally recognized Indian tribe ("Tribe") organized pursuant to the provisions of the Indian Reorganization Act of 1934, 25 U.S.C. 461, et seq.; and

WHEREAS, the Tribal Governing Board serves as the governing body of Lac Courte Oreilles Band of Lake Superior Chippewa Indians pursuant to Article III, § 1 of the Amended Constitution and Bylaws of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians; and

WHEREAS, the Lac Courte Oreilles Tribal Governing Board is empowered by Article V, Section 1 (c) of the Lac Courte Oreilles Constitution to conclude agreements and negotiate with federal, state, and local governments on all matters affecting the Tribe; and

WHEREAS, the Lac Courte Oreilles Tribal Governing Board wishes to enter into a law enforcement agreement with Sawyer County and the Sheriff's Department for the purpose of obtaining support and law enforcement services on the Lac Courte Oreilles Reservation.

NOW, THEREFORE BE IT RESOLVED, that the Lac Courte Oreilles Tribe supports the application for the 2020 State/Tribal Law Enforcement Grant pursuant to Wis. Stat. 165.90 and supports entering into a 2021 Cooperative Law Enforcement Agreement with Sawyer County and the Sheriff's Department for the purpose of obtaining support and law enforcement services on the Lac Courte Oreilles Reservation to enforce both Tribal and State law and to ensure that all civil citations, issued by county deputies, and which occur on reservation, are sent to Tribal Court.

CERTIFICATION

I, the undersigned, as Secretary/Treasurer of the Tribal Governing Board, hereby certify that the Tribal Governing Board is composed of seven (7) members, of which 7 approved by consensus on **November 24th 2020** for the foregoing Resolution by an affirmative vote of 7 members, 0 against, 0 abstaining, and that said Resolution has not been rescinded or amended in any way.

Michelle Beaudin

Michelle Beaudin, Secretary/Treasurer
Lac Courte Oreilles Tribal Governing Board

Exhibit #2

Preliminary Data:

Past Tribal and County Applicants	Reservation/ County Population	County Crime Rate	Reservation Unemployment
Bad River Band of Lake Superior Chippewa Indians	1,595		13.5%
Forest County Potawatomi Community	704		24.8%
Ho Chunk Nation	1,632		13.9%
Lac Courte Oreilles Band of Lake Superior Chippewa Indians	2,721		15.7%
Lac du Flambeau Band of Lake Superior Chippewa Indians	3,413		11.7%
Menominee Indian Tribe of Wisconsin	3,390		7.8%
Oneida Nation	24,800		3.6%
Red Cliff Band of Lake Superior Chippewa Indians	1,282		12.7%
St. Croix Chippewa Community	636		14.7%
Sokaogon Chippewa Community in Mole Lake	461		27.4%
Stockbridge-Munsee Mohican Community	765		4.2%
Ashland County	15,562	302.9	
Barron County	45,244	126.6	
Bayfield County	15,036	206.3	
Brown County	264,542	255.3	
Burnett County	15,414	175.7	
Forest County	9,004	123.0	
Iron County	5,687	124.1	
Jackson County	20,643	78.2	
Juneau County	26,687	265.1	
Menominee County	4,556	0.0	
Monroe County	46,253	83.0	
Outagamie County	187,885	189.9	
Polk County	43,783	177.1	
Sauk County	64,442	135.5	
Sawyer County	16,558	109.7	
Shawano County	40,899	104.0	
Wood County	72,999	107.3	

Exhibit #3

Lac Courte Oreilles Population Report as of August, 2019

GENDER & AGE	ON RESERVE	OFF- but IN 120 MILE TERRITORY	OFF but OVER 120 MILE	TOTAL	Off Reservation but in Sawyer County	Total W/I Sawyer Co. and on Reservation
F-65 & Over	135	172	431	**738**	84	**219**
M-65 & Over	119	135	333	**587**	50	**169**
F-50-64	241	299	604	**1144**	122	**363**
M-50-64	225	282	595	**1102**	99	**324**
Female 18-49	633	380	660	**1673**	172	**805**
Male 18-49	576	423	640	**1639**	169	**745**
F Child 17 & Younger	298	86	126	**510**	38	**336**
M Child 17 & Younger	340	109	145	**5591**	68	**408**
TOTAL	**2567**	**1886**	**3534**	**7987**	**686**	**3369**

LAC COURTE OREILLES ELDERS 55 AND OVER

ON RESERVATION:	550	
W/IN 120 MILES	707	
OFF OVER 120 MILES	1648	
ON AND WITHIN SAWYER CO.	800	
OFF BUT WITHIN SAWYER CO.	263	
TOTAL ELDERS 55+		**2807**

LAC COURTE OREILLES ELDERS 62 AND OVER

ON RESERVATION	317	
OFF RESERVATION W/I SAWYER	140	
TOTAL WITH IN SAWYER CO.	457	
TOTAL ELDERS 62+		**1745**

Exhibit #4

SAWYER COUNTY SHERIFF'S OFFICE

DOUGLAS D. MROTEK - SHERIFF JOSEPH E. SAJDERA - CHIEF DEPUTY

2020 Crime Statistics
&
2021 Cooperative Law Enforcement Proposed Budget

In the past Sawyer County had the good fortune to have a fully grant funded full time Tribal Law Enforcement position. In 2012 the funding was reduced to the point that we were unable to maintain a full-time position. Since then, the Sheriff's Office has continued to schedule part time Deputies to work the reservation boundaries with the aid of the County/Tribal Law Enforcement grant.

The budget for the 2021 County/Tribal Law Enforcement Assistance Grant is similar to last year. We are budgeting for part time Deputies wages and benefits, fuel and maintenance for squads and to be able to use the regular salaries line for part time dispatchers who will be dispatching calls for service on the LCO reservation. The Sawyer County Communications Center dispatches all calls not only for the Sheriff's Office, but also the LCO Tribal Police Department, City of Hayward Police Department and the Town of Hayward Police Department.

As of October 30, 2020, the Sawyer County Sheriff's Office received 2218 calls for service on the Lac Courte Oreilles Reservation. The 2218 calls for service represent a variety of incidents to which Sawyer County Deputies responded. These include some of the following:

- 32 narcotic/drug complaints
- 28 theft/robbery complaints
- 90 disturbance/disorderly conduct & battery complaints
- 33 domestic disturbance complaints
- 26 suspicious person/activity complaints
- 92 Traffic related incidents.
- 7 burglary/criminal damage to property complaints
- 32 warrant arrests

Typically, many of these incidents occur in the late evening, or early morning hours. During the hours of 3:00 am and 11:00 am, we only have one dispatcher in the communications center. Allowing us to use some of the Tribal Deputy funds to pay part time employees to cover these hours on anticipated busy mornings and weekends would not only benefit the communications center, but greatly increase officer safety and efficiency by having two dispatchers during these times.

Activity on Lac Courte Oreilles (LCO) as of 10/30/20

Total calls for service on LCO Reservation: 2218
Total calls for service in Sawyer County: 14649

Exhibit #5

2021 Cooperative Law Enforcement Agreement Budget

Regular salaries: $29,512
Retirement-Employer's Share: $3,246.32
FICA: $2,257.67
Health: $9691.00
Equipment: $5740.01
Total: $50,447

Exhibit #5

13394W Trepania Rd
Hayward, WI 54843

Phone: 715-634-8350
Fax: 715-634-2407

TIMOTHY DEBROT
Chief of Police

DIANAH TON
Assistant Director

DOMINIC CIATTI
Sergeant/K9

BRANDON SAMS
Sergeant

2020 Crime Statistics

The Lac Courte Oreilles Tribal Police Department handled approximately 1,373 incidents on the Lac Courte Oreilles Reservation in 2020. In 2019 we had approximately 2,160 incidents. The Lac Courte Oreilles Tribal Police Department relies heavily on Sawyer County officers to maintain coverage due to the shortage of officers. The 1,373 incidents represent a variety of case activity which includes the following:

Traffic Cases	Theft
Criminal Damage to Property	Disorderly Conduct
Drug Activity or Complaints	Burglary
Sexual Assault	Probation Violation
Suspicious Activity	Underage Drinking
Suicidal Subjects	Fraud
Battery/Assault	Child Custody Dispute
Bond Violation	Trespassing
Harassment	Motor Vehicle Theft
Domestic Disturbance	Curfew Violation
Runaway	Weapon
Child Neglect/Abuse	Paper Service
Animal Complaint	Missing Person
72 Hour Hold	EMS Call
Alarm Call	Keep the Peace
Warrant Arrest	Counterfeit Money
Accident	Truancy
911 Hang up Call	Area/Building Check
Assist another Agency	Compliance Check
Burning Complaint	Death Investigation
Disturbance	DNR Complaint
Fire	Forgery
Funeral Escort	Juvenile Issue
Neighbor Dispute	Noise Complaint
Obstruction	Pornography
Recovered Property	Search Warrant
Threat Complaint	Unwanted Subject
Welfare Check	

Exhibit #6

The Lac Courte Oreilles Tribal Police Department currently has (7) full-time officers and (2) part-time officers. The department is also assisted by the Sawyer County Sheriff's Department.

Respectfully Submitted,

Dianah Ton

Dianah Ton, Assistant Director
Lac Courte Oreilles Tribal Police Department

Exhibit #6

MEMORANDUM OF UNDERSTANDING

BETWEEN

SAWYER COUNTY; THE SAWYER COUNTY SHERIFF'S DEPARTMENT;

AND

THE LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS

This Memorandum of Understanding ("MOU") is made effective the 2nd day of October 2006 ("Effective Date") between the Lac Courte Oreilles Band of Lake Superior Chippewa Indians, a federally recognized Indian tribe organized under the provisions of the Indian Reorganization Act of 1934, 25 U.S.C. 461 *et. seq.* ("LCO"); and Sawyer County, a political subdivision of the State of Wisconsin, duly organized as a County under state law (the "County"); and Sawyer County Sheriff's Department (the "Sheriff's Department"), collectively referred to as the "Parties," and each is a "Party."

1.0 **RECITALS**

1.1 WHEREAS, the Tribal Governing Board, as the governing body of LCO, is authorized to enter into agreements, including this MOU, with other governmental bodies, including "with any county" pursuant to Article V, Section 1 (c) of the Constitution and Bylaws of LCO;

1.2 WHEREAS, the County and Sheriff's Department are authorized to enter into agreements, including this MOU, pursuant to Wis. Stat. 302.446, which authorizes the execution of an agreement providing for the confinement in county jail of persons ordered incarcerated by the LCO Tribal Court;

1.3 WHEREAS, consistent with its authority and responsibility to govern its Indian country, as defined in 18 U.S.C. 1151, LCO established the LCO Tribal Court which has the authority to impose civil forfeitures authorized under tribal ordinances;

1.4 WHEREAS, in 2004 LCO established the LCO Law Enforcement Department, which enforces tribal ordinances, including without limitation, the General Conduct Code, which empowers the LCO Tribal Court to impose civil forfeitures for various violations;

1.5 WHEREAS, LCO has determined that to successfully enforce tribal ordinances, including, but not limited to, civil forfeitures imposed thereunder, at times it may be necessary for the LCO Tribal Court to order the incarceration of individuals who fail to comply with LCO Tribal Court orders (referred to hereinafter as "LCO Prisoners");

1.6 WHEREAS, the LCO Law Enforcement Department is newly established, and its current focus is on maintaining and expanding the number of officers and available resources;

1.7 WHEREAS, given this current focus, and the impracticalities surrounding a LCO jail facility, LCO is not able to construct, maintain and operate a jail facility for LCO Prisoners;

1.8 WHEREAS, the County and Sheriff's Department operate a County jail facility, which presently has or will have ninety-two (92) beds, many of which may be occupied depending upon the time of year;

1.9 WHEREAS, the County acknowledges that with enactment of Public Law 83-280, 18 U.S.C. 1162, Congress conferred upon the State of Wisconsin (mandatory) criminal jurisdiction within LCO's Indian country, and LCO acknowledges that the County and Sheriff's Department are working to cooperate with the LCO Law Enforcement Department to respond to common law enforcement needs;

1.10 WHEREAS, consistent with the mutual law enforcement concerns and responsibilities, the County and the Sheriff's Department recognize that it is in the best interest of all Parties for the LCO Tribal Court to be able to order the incarceration of LCO Prisoners when necessary; and

1.11 WHEREAS, LCO, the County and Sheriff's Department seek to enter into this MOU to establish a mutual understanding regarding the detention of LCO Prisoners at the County jail facility.

In consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following terms and conditions.

2.0 TERMS AND CONDITIONS

2.1 Term and Termination.

2.1.1 This MOU shall commence on the Effective Date and continue for an initial term of one (1) year (the "Initial Term"). After the Initial Term, this MOU shall automatically extend for subsequent one (1) year terms (the "Renewal Terms"), unless any Party gives the other Parties written notice of non-renewal at least sixty (60) days prior to expiration of the Initial Term or any Renewal Term, as the case may be.

2.1.2 Notwithstanding any other provision of this MOU, any Party may terminate this MOU, at any time whether during the Initial Term of any Renewal Term, with at least sixty (60) days prior written notice to the other Parties.

2.1.3 Notwithstanding any other provision of this MOU, this MOU shall automatically terminate in the event State law is amended and this MOU, or the arrangement contemplated hereunder, are rendered contrary to State law.

2.2 **Jail Space and Transportation.**

2.2.1 The Parties acknowledge that all the beds at the County jail facility may be occupied from time-to-time; and therefore may not be available to LCO Prisoners. Neither the County nor Sheriff's Department shall have any obligation to provide jail space in the absence of availability, but the County jail facility may transfer prisoners to other facilities to create space for LCO Prisoners.

2.2.2 Notwithstanding the foregoing, in the event the County jail facility has bed space available, the County and Sheriff's Department shall make such space available to LCO in the event the LCO Tribal Court orders the incarceration of a LCO Prisoner(s) and the LCO Law Enforcement Department contacts the County jail facility to lodge the LCO Prisoner.

2.2.3 Nothing in Subsection 2.2.2 shall require the County jail facility to maintain any LCO Prisoner who exceeds the prisoner classification for which the facility is authorized.

2.2.4 All LCO Prisoners lodged at the County jail facility shall be subject to the same rules and regulations as any other prisoner. The County jail facility shall not release any LCO Prisoner who has not served his or her entire sentence, except upon receipt of an LCO Tribal Court order authorizing early release.

2.2.5 The LCO Law Enforcement Department and Sheriff's Department shall cooperate and coordinate LCO Prisoner transportation. Generally, the LCO Law Enforcement Department will transport all LCO Prisoners from the point of custody to the County jail facility, when applicable, and the Sheriff's Department shall conduct all other transports.

2.3 **Payment and Account.**

2.3.1 Within thirty (30) days of the Effective Date or prior to the lodging of the first LCO Prisoner, which ever occurs sooner, LCO shall provide the Sheriff's Department with a deposit, or arrange for the transfer of excess funds, including from any current LCO excess fund balance maintained by the Sheriff's Department, in the amount of One Thousand Five Hundred and 00/100 Dollars ($1,500.00) (the "Initial Deposit"). The Sheriff's Department shall maintain all amounts received from LCO under this MOU in a separate account (the "LCO Account"). The Sheriff's Department shall promptly notify LCO if the LCO Account balance drops below Seven Hundred Fifty and 00/100 Dollars ($750.00). Upon receiving such notice, LCO shall promptly provide the Sheriff's Department with a subsequent deposit or arrange for the transfer of excess funds, including from any current LCO excess fund balance maintained by the Sheriff's Department, in the amount of Five Hundred and 00/100 Dollars ($500.00) (the "Subsequent Deposit").

2.3.2 The Sheriff's Department shall provide LCO with a report of the LCO Account at least once every three (3) months and with any notice regarding the LCO Account balance. The report shall be detailed enough for LCO to verify the LCO prisoner, dates of incarceration, all amounts charged from the LCO Account, and all Initial Deposits and Subsequent Deposits received.

2.3.3 The Sheriff's Department shall deduct from the LCO Account the amount of Forty Dollars ($40.00) per Bed Day ("Bed Rate") for each bed provided to an LCO Prisoner under this MOU. For purposes of this MOU, a "Bed Day" shall mean any period of stay within a calendar day. Notwithstanding the foregoing, if the Sheriff's Department is paid for the expense of an LCO Prisoner from any other source, including from the LCO Prisoner or any third party, the LCO Account shall be credited with the collection to the extent that the Sheriff's Department receives actual payment of the Bed Rate.

2.4 **Medical.**

2.4.1 The Bed Rate shall include all in-house LCO prisoner incarceration costs, such as meals, supervision, programs and necessary medical care performed by the County jail facility nurse or any physician contracted to provide in-house medical treatment to prisoners, all of which shall be provided to LCO Prisoners to the same extent as other prisoners.

2.4.2 The County jail facility shall permit LCO health personnel to visit LCO Prisoners, as frequently as necessary, to ensure that LCO Prisoners are receiving all necessary medical care and services and to render medical care and services deemed necessary. Any such visits shall be in accordance with and subject to all applicable County jail facility rules and regulations. The provisions of this Subsection shall not be construed to relieve the County or Sheriff's Department of any obligation under Subsection 2.4.1.

2.4.3 The Bed Rate shall not include the cost of necessary medical, dental or optical services performed for LCO Prisoners outside of the County jail facility ("Outside Medical Services"). LCO agrees that neither the Sheriff's Department nor the County shall be financially responsible to pay for any Outside Medical Services provided to LCO Prisoners.

2.4.4 LCO shall be responsible to pay for any Outside Medical Services rendered to LCO Prisoners, provided however, LCO shall be the payer of last resort. In this regard, LCO shall not be responsible to the extent that alternate payment resources are available, including, but not limited to, financial resources of the LCO Prisoner, programs under Titles XVIII or XIX of the Social Security Act (Medicare, Medicaid), federal, state or local programs, private insurance, or Indian Health Services regulations governing contract health services.

2.4.5 To the extent practical, LCO prisoners shall receive all Outside Medical Services through the LCO health center, including filling any prescriptions. Prior to arranging for any Outside Medical Services, the County jail facility shall use its best efforts to contact either the LCO Law Enforcement Department or LCO health clinic to afford LCO the opportunity to arrange to provide the Outside Medical Services at the LCO health clinic.

2.4.6 Notwithstanding the provisions of Subsection 2.4.5, in the event a LCO Prisoner is in need of emergency Outside Medical Services, the County jail facility may arrange for such services without first contacting the LCO Law Enforcement Department or LCO health clinic.

2.4.7 The County jail facility reserves the right to refuse any inmate determined by medical personnel not to be medically acceptable for incarceration under applicable laws, regulations, rules and guidelines.

2.5 **Insurance and Immunity.**

2.5.1 The County and Sheriff's Department represent, warrant and covenant that the County jail facility has adequate insurance to protect against any loss, damage, expense, or casualty arising from the acts or omissions of any of their respective officers, directors, employees, representatives or agents thereof or any acts or omissions of any LCO Prisoner or other prisoners.

2.5.2 Neither LCO nor its officers, directors, employees, representatives, or agents shall be liable to the County or Sheriff's Department or any of their respective officers, directors, employees, representatives or agents for any loss, damage, expense or casualty arising from any acts or omissions of any LCO Prisoner.

2.5.3 The County and Sheriff's Department acknowledge that LCO is a federally recognized Indian tribe, which possesses sovereign immunity from suit, unless expressly waived by LCO or Congress. Nothing in this MOU shall be interpreted to waive the sovereign immunity of LCO.

2.6 **Notice.**

Any notice permitted or required under this MOU shall be deemed duly provided if transmitted by facsimile to the number listed below and followed by a hard copy sent first class mail to the applicable address; or if delivered personally; or if sent certified mail, return receipt requested to the applicable address:

2.6.1 If to LCO:

Tribal Chairman
Lac Courte Oreilles Band of
Lake Superior Chippewa Indians
13394 W. Trepania Road
Hayward, WI 54843

2.6.2 If to the County:

Chairman
Sawyer County Board of Supervisors
10610 Main Street
Hayward, WI 54843

2.6.3 If to the Sheriff's Department:

Sawyer County Sheriff's Department
15880 E. 5th Street, P.O. Box 567
Hayward, WI 54843

2.7 **Miscellaneous.**

2.7.1 This MOU shall be interpreted in accordance with the laws of the State of Wisconsin.

2.7.2 The terms and conditions of this MOU may not be varied or modified in any manner, except in a subsequent writing executed by the Parties.

2.7.3 This MOU constitutes the entire understanding between the Parties with respect to the subject matter of this MOU and supersedes any prior discussions, negotiations, agreements or understandings.

2.7.4 The failure of any Party to insist upon the performance of any terms or conditions, or the waiver of any breach shall not be construed as thereafter waiving any such terms and conditions or a subsequent breach.

2.7.5 This MOU is not intended to create any third party beneficiary rights and is enforceable solely by the Parties.

2.7.6 No Party shall be in default or otherwise responsible for a failure to perform any obligation under this MOU because of an act of God, act or war or terrorism, civil disturbance, epidemic, pandemic, unavailability of labor, material, power or communication. In any such event, the Party so claiming shall provide the other Parties with prompt written notice explaining the event.

2.7.7 The headings contained in this MOU are for convenience and reference purposes only and shall not be construed as affecting the interpretation or meaning of the terms or conditions of this MOU.

2.7.8 The invalidity of any portion of this MOU shall not be deemed to affect the validity of any other provision. In the event that any provision of this MOU is held to be invalid, the remaining provisions shall be affected, but shall be enforceable to the fullest extent permitted by law.

2.7.9 This MOU may be executed in any number of counterparts; each of which when executed and delivered shall be an original, but all such counterparts shall constitute the same agreement.

2.7.10 Each signatory to this MOU represents that he has the legal authority to sign this document. This MOU shall not be in effect until signed by an authorized signatory of each party.

The Parties have made this MOU operative as of the Effective Date.

LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS

BY: Gordon C. Thayer
Gordon Thayer

ITS: Chairman

SAWYER COUNTY SHERIFF'S DEPARTMENT

BY: _____
Mark Kelsey

ITS: Sheriff

SAWYER COUNTY

BY: _____
Hal Helwig

ITS: Chairman

Exhibit #7

Sawyer County
Position Description

Position: Deputy Sheriff/Patrol

Department: Sheriff

Position in organization: Reports to the Sheriff, Chief Deputy or designee.

Basic Function

Under general supervision, patrols Sawyer County protecting the lives and property of residents through the enforcement of laws and ordinances, investigates criminal activity and provides emergency assistance to individuals in need. The Officer filling this position will appreciate and adhere to the vision, mission and core values of the Sawyer County Sheriff's Office.

The work schedule for this position is to be set by the Sheriff or his/her designee. The Deputy filling this position will not only be required to work patrol shifts but will also have to assist with follow up investigations and special assignments and work flexible hours at the discretion of the Sheriff or his/her designee.

Illustrative Examples of Duties

- Operates a marked patrol car and serves as a visible deterrent to crime, remaining watchful of possible criminal activity and responding to suspicious incidents
- Regulates traffic when necessary and issues traffic citations
- Responds to radio dispatches from the Communication Center; proceeding to the area directed, interviewing parties and providing assistance or making arrests as warranted
- Performs preliminary and follow-up investigation at the scene of an accident or reported incident
- Provides first aid in emergency situations, calling in additional medical or rescue help as needed
- May participate in undercover work or performs special duty assignments issued by Sheriff or Chief Deputy
- Produces detailed log of on duty activities and reports of all official actions taken
- Case reports will be in accordance with the guidelines and procedures of the in-house computerized programs
- Attends and participates in required training and activities, may be called to testify in court
- Performs other related duties as required or assigned

Knowledge, skills and abilities

The attributes listed below are representative of the knowledge, skill, and/or ability required;

- The ability to communicate effectively, both orally and in writing
- The ability to work without supervision and to make appropriate decisions
- The ability to analyze emergent and non emergent situations quickly and objectively, and determine the proper course of action
- The ability to work with a diverse population
- Knowledge of state statutes, union contracts, Department policies and procedures
- Ability to problem-solve

Exhibit #8

- Ability to establish and maintain satisfactory working relationships with co workers and the general public
- Ability to dictate reports and use a computer
- Must be of good character
- Physically conditioned to perform essential functions of a law enforcement officer; must be able to walk, talk, see and hear; work on feet and sit for long periods of time, bend and reach and have the physical ability to restrain and subdue prisoners.

Required Skills

- Requires ability to pass required physical examinations
- Requires ability to qualify with appropriate firearms per Department Policy and applicable law as required
- Requires ability to successfully complete all required probation and training programs
- Requires the ability to testify in Court accurately and succinctly

Education and Experience

Graduation from a standard high school or equivalent and a minimum of 18 years of age with a valid Wisconsin driver's license

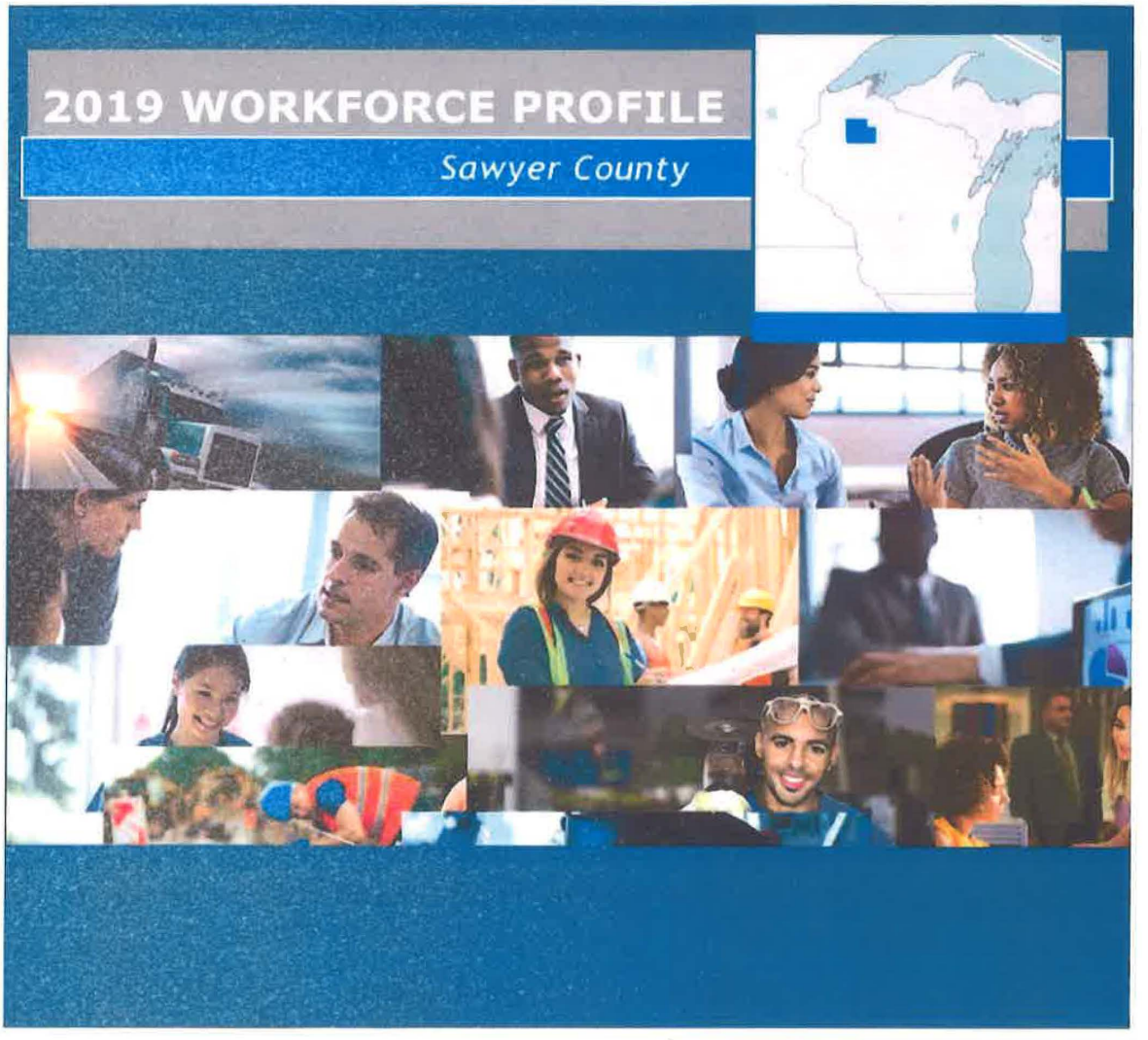
The applicant must be Wisconsin Training & Standards board certified as a law enforcement officer.

Minimum two (2) year associates degree in criminal justice from an accredited technical school, or a minimum of sixty (60) college level credit hours, if applicable

No felony, extensive misdemeanor, or domestic crime convictions

This description has been prepared to assist in properly evaluating various classes of responsibilities, skills, working conditions, etc., present in the classification. It is intended to indicate the kinds of tasks and characteristic levels of work difficulty that will be required of the positions that will be given this title. It is not intended as a complete list of specific duties and responsibilities. Nor is it intended to limit or in any way modify the right of any supervisor to assign, direct, and control the work of employees under supervision. The use of a particular expression of illustration describing duties shall not be held to exclude other duties not mentioned that are of a similar kind or level of difficulty.

Exhibit #8



For More Information:
Thomas Michels
Regional Economist - North West
Phone: Phone: (715) 392-1610
Email: Thomas.Michels@dwd.wisconsin.gov

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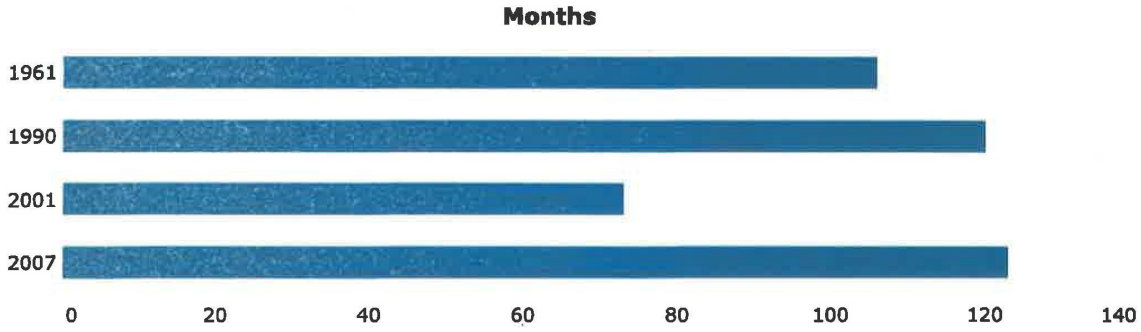
Exhibit #9

2019 Wisconsin Overview

The county workforce profiles provide snapshots of the labor market for each of the 72 Wisconsin counties. In addition to a static PDF version, each county profile will be available as an interactive document in which the reader can do additional manipulation of some tables. The profiles begin with an overview of the entire state's labor market outlook. From there, the profiles highlight the respective labor market with analyses of the current and projected population and labor force, community patterns, industries, occupations, and wages. We conclude each profile with an examination of the impact of automation on the county's workforce.

Record Economic Expansion

The economic expansion is now the longest on record. This current expansion surpassed the previous mark of 120 months set in the 1991-2001 stretch in June 2019. What has been good for the country has been good for Wisconsin and most other states.



*Bureau of Labor Statistics, OEA

Wisconsin's workforce and employment numbers have attained new highs. Employment exceeded the 3 million mark in the summer of 2016. Wisconsin jobs reached new highs in 2019 with not-seasonally adjusted, total non-farm jobs breaking through 3 million at 3.026 million in June 2019. The state's unemployment rate has reached lows not seen since at least 1976, 2.8% in the months of April and May of 2019. New unemployment rate lows were also recorded for the U.S. as a whole at 3.6%. Thirty of 72 Wisconsin counties reached new job highs in the last two years. Thirty state counties hit new unemployment rate lows. Initial and continued unemployment insurance claims have been tracking at 40-year lows over the past three years.

Given that new records are being set largely across the board for expansion longevity, employment highs, and unemployment lows, the question turns to when will the trends reverse.

Economic expansions don't die of old age. Expansions are usually curtailed by decreasing jobs, spending, investments, inflation, or interest rate pressures. Decreasing jobs lead to lower incomes that result in less consumption, which is the driving force in the U.S. economy. Employment numbers are not good indicators of pending recessions. In fact, they are a lagging indicator of economic downturns and recoveries.

Exhibit #9

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What's next in the short-run?

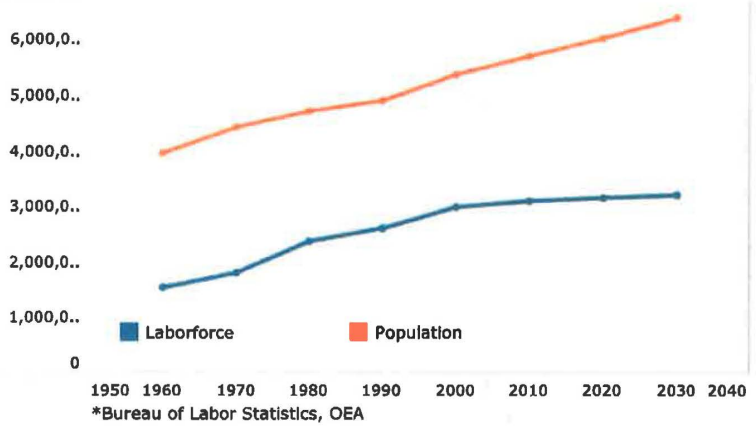
As this is being written in November 2019, job numbers are still climbing, earnings and income are rising, retail sales are expanding, debt-to-income ratio is low, and inflation is subdued at about 2%. Housing sales are relatively flat, vehicle sales have leveled off, and some European countries' economies are sagging. The primary unknown at the moment is the status of tariff and trade policy on the North American countries' trade agreement and trade with China. The uncertainty is dampening capital investment, injecting volatility in the equity markets, and causing household cogitation.

What are the long-run influences?

The primary long-term challenge facing Wisconsin's economic future is its workforce quantity. The demographic situation facing the state, other upper Midwest states, and most western state economies will advance unaltered in the coming decades. The number of retiring baby boomers nearly match the influx of new workers, resulting in a slow growing workforce that is constraining employers' abilities across industries to secure talent. Many businesses report the lack of available workers have hindered expansion and, in some cases, even curtailed their ability to meet current product orders.

Wisconsin Population and Labor Force

The blue-line, orange-line graph to the right portrays the labor force facing Wisconsin and other upper-Midwest states. While Wisconsin's population will continue to grow over the next 20 years, the workforce faces serious constraints. The curve began to flatten in 2008 as the first baby boomers (those born in 1946) reached age 62 and began to leave the workforce.



*Bureau of Labor Statistics, OEA

Baby boomers continue to exit the workforce in great numbers. However, the labor force participation rates for workers over 55 years of age have risen significantly. The need or want to remain in the workforce has assisted in staving off more severe worker shortages.

Our analysis shows a marked decrease in per capita personal income growth in the coming decades. The consequences for shared tax burden will be real and require new policy discussions about the social contract for infrastructure and government services.

One of the remedies for labor scarcity and increased productivity is the incorporation of labor-saving technology in the workplace. As such, not only does Wisconsin have a quantity challenge, the state must also make all available workers technologically savvy. The propensity for automation varies by occupation, but routine activities are the most susceptible to displacement.

To summarize, the state needs to find every body it can and get everybody trained up to their maximum potential.

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Sawyer County
Population and Demographics

Sawyer County's 2018 population of 16,828 ranked 58th most populated out of Wisconsin's 72 counties. Between the years 2010 and 2018, Sawyer County's population increased by 271 (1.6%). Sawyer County's population growth rate ranked 24th highest out of 72 Wisconsin counties. This increase continues a long-term trend of population increase, which started in the 1960s when the County's population was 9,475. During the same time frame, 2010 to 2018, the State of Wisconsin saw population growth rates of 2.3%. From 2010 to 2018, Sawyer County had a yearly average growth rate of 0.16%. During the 2000 to 2010 period, Sawyer County's yearly average population growth was 0.22%.

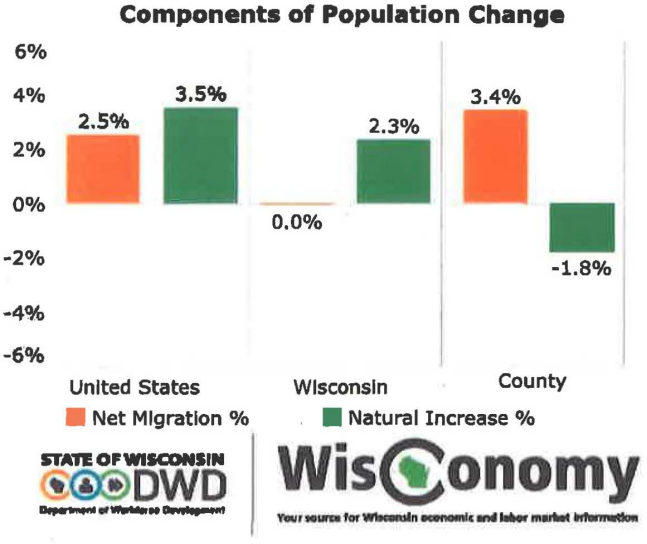
10 Most Populous Municipalities in County

	2010 Census	2018 Final Estimate D	Numeric Change	Percent Change
Hayward, Town	3,567	3,575	8	0.22%
Bass Lake, Town	2,377	2,421	44	1.85%
Hayward, City	2,318	2,380	62	2.67%
Lenroot, Town	1,279	1,341	62	4.85%
Round Lake, Town	977	1,006	29	2.97%
Winter, Town	960	981	21	2.19%
Sand Lake, Town	813	832	19	2.34%
Hunter, Town	678	691	13	1.92%
Edgewater, Town	519	534	15	2.89%
Radisson, Town	405	406	1	0.25%
Sawyer County	16,557	16,828	271	1.64%
United States	308,400,408	327,167,434	18,767,026	6.09%
Wisconsin	5,686,986	5,816,231	129,245	2.27%

Source: Demographic Services Center, Wisconsin Department of Administration

Components of Change

Sawyer County's net population increase was caused by net migration into the county. Its net migration was 3.4%, which means that more people moved into the county than those who moved out. The natural increase was -1.8%, which means that the county recorded fewer births than deaths over the eight-year period. According to data gathered by Wisconsin's Department of Health Services, Sawyer County's 2017 general fertility rate (births per 1,000 women ages 15-44) was 74.5. This ranked eighth highest out of Wisconsin's 72 counties. Wisconsin's 2017 birth rate was 60.1.



Source: Demographic Services Center, Wisconsin Department of Administration

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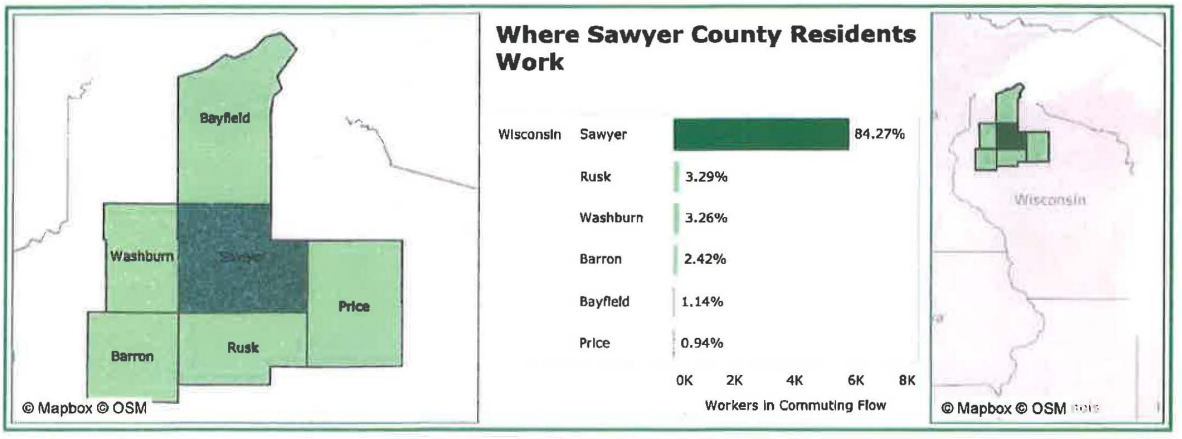
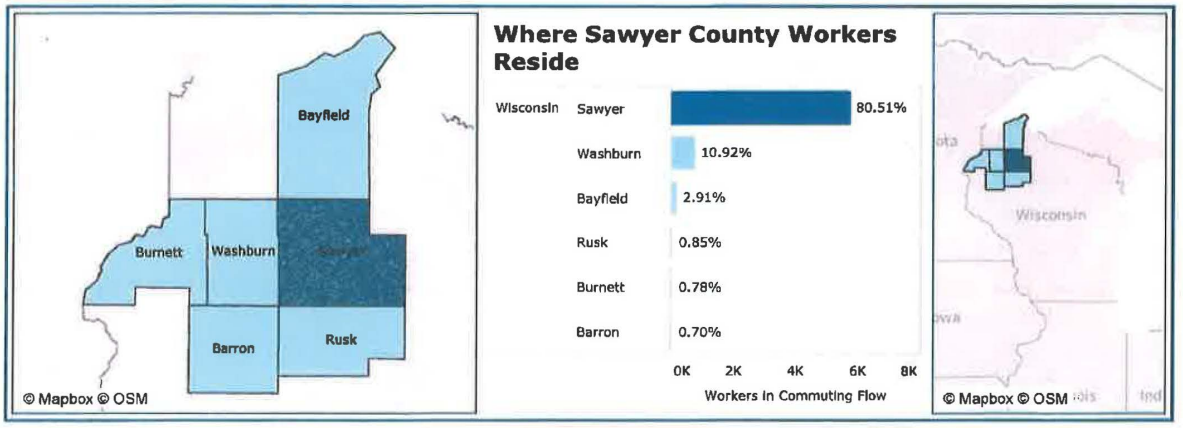
Exhibit #9

Sawyer County Worker Commute

Residents Work

The map below shows the top five counties where the 7,079 employed Sawyer residents work. The majority of Sawyer County residents not only live in Sawyer County but also work within its borders. According to 2017 five-year American Community Survey, 5.0% of Sawyer County employed persons work from home, higher than Wisconsin's rate of 4.4%. Additionally, 3.9% of Sawyer County residents walk to work compared to the state rate of 3.2%.





Workers Reside

The map above shows the top five counties in which the 7,267 people who work in Sawyer commute from. For example, 80.51% of the those who work in Sawyer County are from Sawyer County. When comparing the number of employed Sawyer residents with the number of workers employed within Sawyer County, Sawyer County has a positive net inflow of workers that amounts to 188. The City of Hayward and the Lac Courte Oreilles Reservation draw workers from the surrounding counties.

*source: 2011-2015 5-Year American Community Survey Commuting Flows, US Census Bureau

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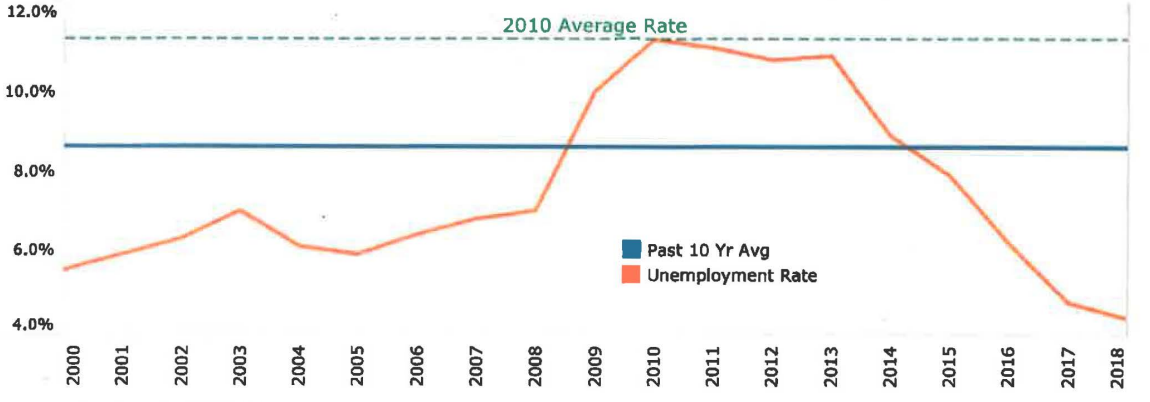
Exhibit #9

Labor Force Dynamics

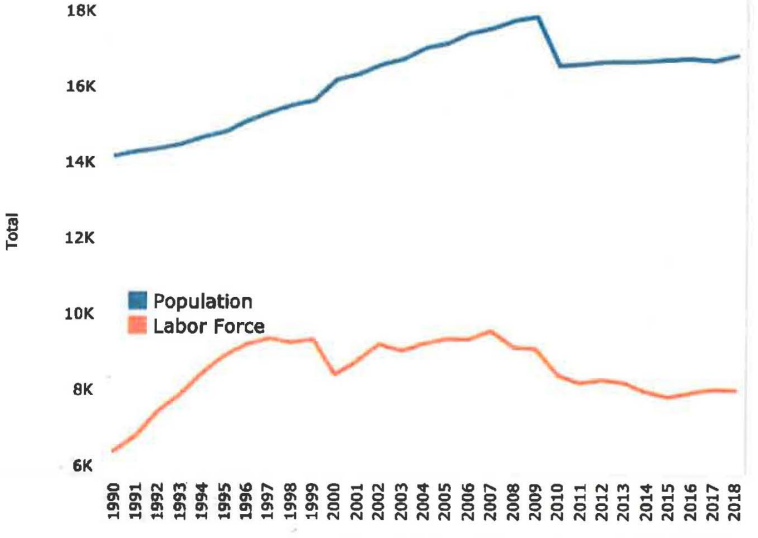
The graph below displays Sawyer County's monthly unemployment rate for the years 2000 through 2018. Sawyer's rate of 4.3% in 2018 is quite low, historically speaking, significantly lower than the 10-year average as seen below. In fact, this rate is lower than the rates experienced during the booming economy of the late 1990s, when many counties hit their previous historical lows. While a growing economy is partially responsible for today's low unemployment rates, the trend of slow labor force growth, or even declines in some counties, due to baby boomers leaving the labor force has a major impact on the rates. This concept is illustrated in the graph below. The labor force consists of the employed and unemployed, which is represented as the orange line in the bottom graph.

Sawyer County Unemployment Rates - Not Seasonally Adjusted



Source: Local Area Unemployment Statistics, Bureau of Labor Statistics

Population and Labor Force



Source: Local Area Unemployment Statistics, Bureau of Labor Statistics and Wisconsin Deparment of Administration

Sawyer County Labor Force Components

The graph to the left shows Sawyer County's population and labor force from 1990 to 2018. To help account for the change in both population and labor force, the labor force participation rate (LFPR) was devised. The LFPR is the labor force as a percent of the civilian noninstitutional population ages 16 and older. At its height during this 29 year period, Sawyer County's LFPR was 80.8% in 1996-97. In 2018, it was 58.6%.

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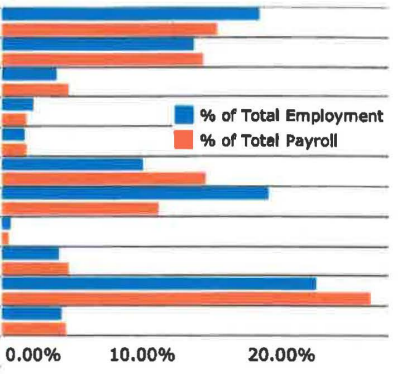
Exhibit #9

Industry Employment and Wages
2018 Employment and Wage Distribution by Industry
Sawyer County

	2018 Annual Average Employment	1-year change	Total Payroll (2018)
Trade, Transportation, Utilities	1,271	-26	$37,514,096
Public Administration	944	14	$34,996,052
Professional & Business Services	267	2	$11,539,974
Other services	151	-9	$4,225,536
Natural Resources	108	2	$4,309,441
Manufacturing	689	18	$35,363,499
Leisure & Hospitality	1,320	1	$27,294,897
Information	40	-4	$1,098,047
Financial Activities	280	7	$11,701,628
Education & Health	1,544	43	$63,710,591
Construction	292	12	$11,223,760
All Industries	6,906	60	$242,977,521



Source: WI DWD, Labor Market Information, QCEW, June 2019

The table displays industry employment and total wages. Industry employment in Sawyer County grew 0.88% in 2018 as compared to the previous year, ranking 31st out of Wisconsin's 72 counties. Wisconsin's employment grew by 0.91%, and the nation's employment grew by 1.67%. The total amount of pay to those working within Sawyer County during 2018 was $243.0 million, 3.65% more than in 2017.

The percentage increase ranked 39th out of Wisconsin's 72 counties. The Education & Health sector represents 22.4% of the county's job base, ranking as its largest employment sector. The Education & Health sector represents 22.3% of the state's job base. The second largest employment sector in Sawyer County is the Leisure & Hospitality sector, representing 19.1% of the county's job base and 10.2% of the state's job base.

2018 Average Annual Wage by Industry

	Wisconsin Average Annual Wage	County Average Annual Wage	2018 % Wisconsin	1-Year % Change*
Trade, Transportation, Utilities	$41,901	$29,515	70.4%	-5.7%
Public Administration	$47,859	$37,072	77.5%	2.2%
Professional & Business Services	$60,729	$43,221	71.2%	0.7%
Other services	$30,674	$27,984	91.2%	0.9%
Natural Resources	$39,444	$39,902	101.2%	-3.0%
Manufacturing	$58,048	$51,326	88.4%	2.8%
Leisure & Hospitality	$18,757	$20,678	110.2%	-4.5%
Information	$73,577	$27,451	37.3%	1.6%
Financial Activities	$71,474	$41,792	58.5%	-2.1%
Education & Health	$49,185	$41,263	83.9%	0.6%
Construction	$61,909	$38,438	62.1%	-1.3%
All Industries	$48,891	$35,184	72.0%	-0.5%

Source: WI DWD, Labor Market Information, QCEW, June 2019
*Difference in the 2018 share of Wisconsin and the 2017 share of Wisconsin

The table on the left lists the wage differential between Wisconsin's average wages and the lower average wage rates of Sawyer County. Nine of the 11 industry sectors had below average wages in 2018 when compared to Wisconsin, with the Information sector being below 40% of the State wage. The Natural Resources sector and Leisure & Hospitality sector were the only sectors that were above the state wage.

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Exhibit #9

Industry Employment Projections
Northwest WDA - Industry Projections 2016-2026
Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Sawyer, Taylor and Washburn Counties

Industry	2016 Employment	Projected 2026 Employment	Employment Change	Percent Change
Total All Industries	77,227	80,268	3,041	3.9%
Natural Resources and Mining	2,147	2,244	97	4.5%
Construction	2,394	2,674	280	11.7%
Manufacturing	11,315	11,088	-227	-2.0%
Trade, Transportation, and Utilities	13,747	14,038	291	2.1%
Information	636	608	-28	-4.4%
Financial Activities	1,995	1,999	4	0.2%
Professional and Business Services	3,281	3,636	355	10.8%
Education and Health Services	15,051	15,351	300	2.0%
Leisure and Hospitality	8,098	8,351	253	3.1%
Other Services (except Government)	2,845	3,001	156	5.5%
Public Administration	7,619	8,283	664	8.7%
Self Employed and Unpaid Family Workers	8,099	8,995	896	11.1%

Source: Office of Economic Advisors, Wisconsin Department of Workforce Development, December 2018

The table above shows the 2016 to 2026 industry employment projections for the Northwest Workforce Investment Development Area (Northwest WDA). The 10-county area is projected to experience a net increase of 3,041 job openings, a 3.9% increase. Its goods producing industries (Natural Resources & Mining, Construction, and Manufacturing sectors) are projected to add a net employment to 150, an increase of .90%. Its services providing industries (Trade, Transportation, & Utilities, Information, Financial Activities, Professional& Business Services, Education & Health Services, Leisure & Hospitality, Other Services, and Public Administration sectors) are projected to add 2,000 job openings, an increase of 3.8%.

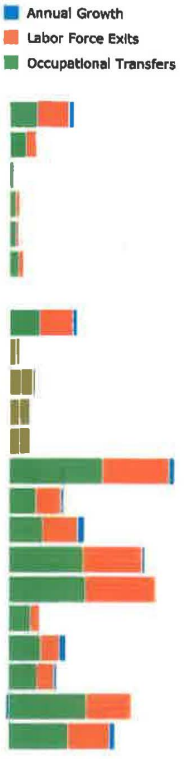
The Construction sector is projected to have the highest growth of 11.7%. The Professional & Business Services sector and the self-employed and unpaid family workers are projected to grow 10.8% and 11.11%, respectively, making them the second and third highest projected growth industry sectors in the Northwest WDA. Two industry sectors are projected to have a negative change in employment: the Manufacturing sector losing, 227 net jobs, and the Information sector, losing 28 net jobs. The 2016 to 2026 industry employment projections for the WDA mostly differ from Wisconsin's state projections. One similarity is the employment percentage change of the Information sector. The State is projected to see a negative percentage change of -2.1% similar to Northwest Wisconsin's -4.4%. On the other hand, the Manufacturing sector projections for Wisconsin are a positive net change of 1.7% compared to Northwest Wisconsin's negative net change of -2.0%.

Exhibit #9

STATE OF WISCONSIN DWD Department of Workforce Development | WisEconomy Your source for Wisconsin economic and labor market information

Occupational Employment Projections
Northwest WDA - Occupation Projections 2016-2026
Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Sawyer, Taylor and Washburn Counties

Occupation Title	2016 Employment	2026 Projected Employment	Occupational Openings	Percent Change (2016-2026)
Total, All	77,230	80,270	9,060	3.9%
Management	5,690	6,120	480	7.6%
Business and Financial Operations	2,170	2,300	210	6.0%
Computer and Mathematical	580	630	50	8.6%
Architecture and Engineering	1,090	1,130	80	3.7%
Life, Physical, and Social Science	720	770	80	6.9%
Community and Social Service	950	1,040	120	9.5%
Legal	270	280	20	3.7%
Education, Training, and Library	5,370	5,640	500	5.0%
Arts, Design, Entertainment, Sports, and Media	720	760	80	5.6%
Healthcare Practitioners and Technical	3,370	3,450	190	2.4%
Healthcare Support	1,440	1,370	150	-4.9%
Protective Service	1,490	1,620	170	8.7%
Food Preparation and Serving Related	6,950	7,280	1,220	4.7%
Building and Grounds Cleaning and Maintenan..	3,080	3,130	400	1.6%
Personal Care and Service	3,390	3,860	560	13.9%
Sales and Related	6,910	7,060	1,010	2.2%
Office and Administrative Support	9,860	9,760	1,080	-1.0%
Farming, Fishing, and Forestry	1,470	1,540	240	4.8%
Construction and Extraction	3,650	4,080	420	11.8%
Installation, Maintenance, and Repair	3,590	3,760	360	4.7%
Production	8,240	8,010	890	-2.8%
Transportation and Material Moving	6,250	6,690	790	7.0%



Source: Office of Economic Advisors, Wisconsin Department of Workforce Development, December 2018

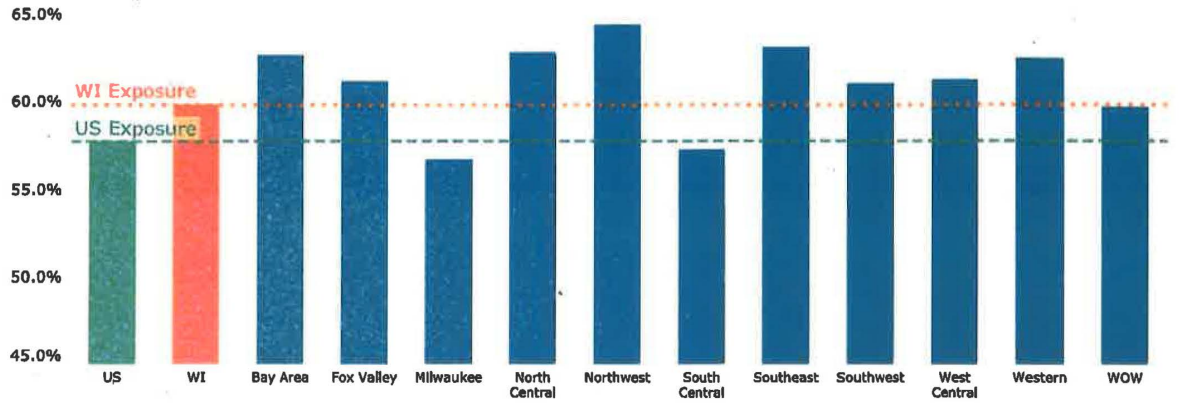
Above are the 2016 to 2026 Occupational Employment Projections for Northwest Wisconsin. In previous projections, each occupation had annual openings broken down into two categories: openings due to growth and openings due to replacements. For the 2016 to 2026 projections there is a new methodology that changes how annual openings are broken down. Now there are three categories of openings: annual growth, labor force exits, and occupational transfers. The new methodology increases the detail of openings, giving the ability to determine how many job openings exist because of people who have left the workforce altogether.

Not only does the new methodology supply greater detail in openings, but it also allows for a calculation of the average number of years an individual works in any occupation. The separation rate can be derived by adding the annual exits and the annual transfers then dividing that sum by the number of those employed. The inverse of this separation rate equals the average number of years people stay employed in that occupation. For example, we find that surgeons continue to work as surgeons for 38 years while food servers continue to work as food servers for only five years.

Exhibit #9

STATE OF WISCONSIN DWD Department of Workforce Development | WisConomy Your source for Wisconsin economic and labor market information

Automation Exposure by Workforce Development Area



Source: The Future of Employment: How Susceptible are Jobs to Computerisation, C.B. Frey and M.A. Osborne, September 17, 2013, Oxford Martin School, University of Oxford; OES

Technological advancements are changing the occupational landscape of the nation and Wisconsin is no exception. Developments in the fields of artificial intelligence, the internet of things (ability of electronic devices to communicate with each other), autonomous transportation, and many others are widely expected to have significant impacts on the nature of work, both in terms of the job mix and the skillsets needed to succeed in the labor market. By merging occupational-level probabilities of automation from a 2013 Oxford study with employment data from the Occupational Employment Statistics data set, we are able to estimate the overall level of exposure to automation and compare it across different geographies, which is identified in the chart above.

The Northwest WDA has the highest exposure to automation than any other WDA in Wisconsin. Of the six occupation groups with the highest automation exposure, five of them have a higher share of the total employment in the Northwest WDA than Wisconsin as a whole. Automation exposure does not mean the elimination of all jobs in an industry. Many times, it is the integration of technology alongside workers that make a job safer, more productive, and less difficult. With the bleak demographic trends in NW Wisconsin, an increase in automation has the potential to help businesses stay competitive with a contracting labor supply.

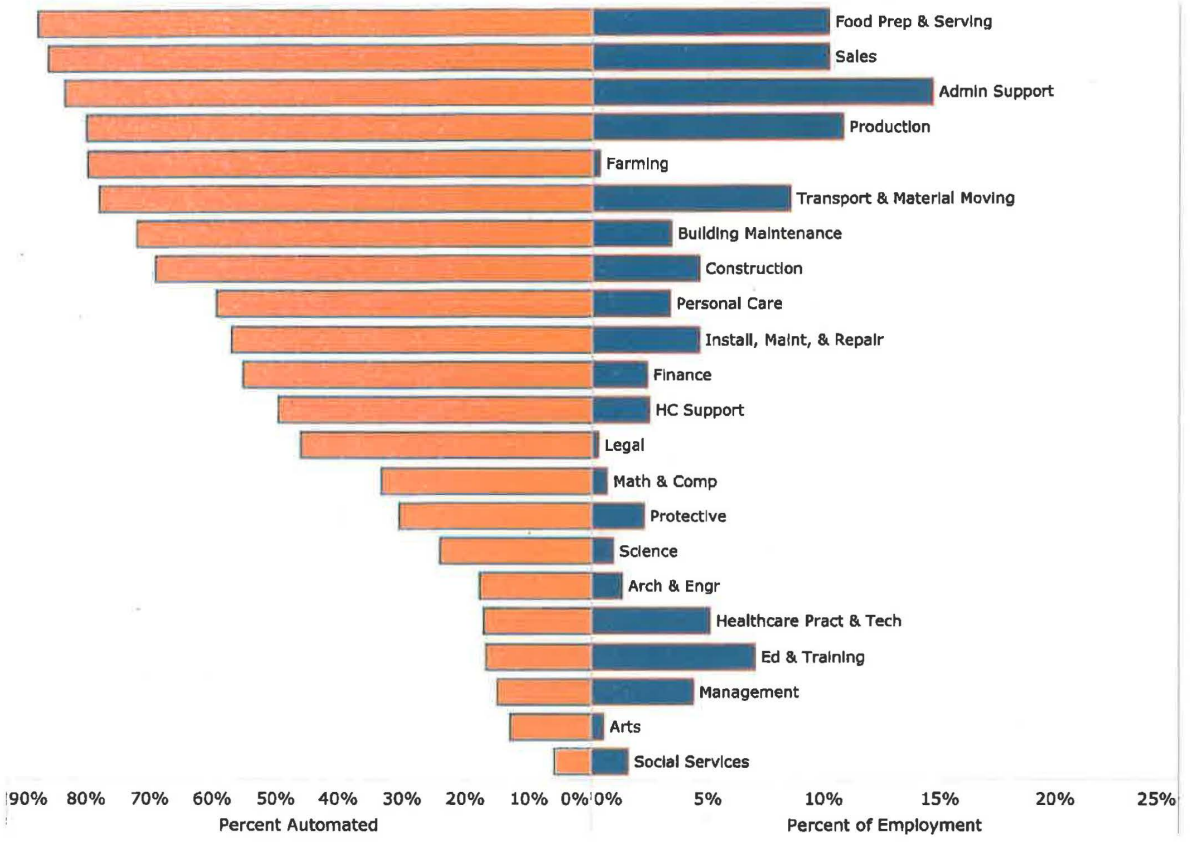
Further analysis of the interactions between automation and other occupational characteristics yields some interesting conclusions that have broad implications on the labor market. Automation exposure is anticipated to continue contributing to inequality both in terms of wages and education. In other words, automation exposure has a strong tendency to decrease as wages and educational requirements associated with the job increase. Technological advancements can also help mitigate the workforce quantity challenge by enhancing labor productivity, which is essential for continued economic prosperity without increasing labor force. Of note, these developments are also anticipated to accelerate the evolution of workplace skills, which puts additional emphasis on the roles of postsecondary education and upskilling while still on the job.

Exhibit #9

STATE OF WISCONSIN DWD Department of Workforce Development | WisConomy Your source for Wisconsin economic and labor market information

Automation Exposure by Occupation Group for Northwest WDA

Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Sawyer, Taylor and Washburn Counties



Source: The Future of Employment: How Susceptible are Jobs to Computerisation, C.B. Frey and M.A. Osborne, September 17, 2013, Oxford Martin School, University of Oxford; OES

The chart on this page examines job automation by occupations. On the right in blue, we see the overall employment in those occupation groups in the Northwest WDA; and on the left in orange is the level of automation exposure. Those occupations near the bottom of the graph have relatively low levels of automation exposure. The skill sets required to do many of these jobs (e.g. interacting with the environment, creativity, problem solving, and working with others) render them less exposed to automation, at least as technology stands now. The area of concern tends to be those occupations located near the top – occupations that are particularly exposed to future automation trends. Production occupations make up a high share of employment. Repetitive occupations that do not require a high degree of manual dexterity, problem solving, creativity, or adaptation are more likely to be automated. Transportation and Material Moving is in a similar situation with the industry moving steadily into self-driving vehicles, robotic mooring systems at docks, and highly automated warehouses. The ability of the workforce to adapt to these rapid changes and the new occupations they will bring will be essential to continued economic progress going forward.

SAWYER COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. _____

WHEREAS, Wis. Stat. § 59.54(12) and Wis. Stat. § 165.90 permit Sawyer County (the "County") to enter into cooperative county-tribal law enforcement agreement;

WHEREAS, the County and the Lac Courte Oreilles Band of Lake Superior Chippewa Indians ("LCO") have previously entered into a law enforcement agreement as part of a grant program with the State of Wisconsin for a grant in the amount of **$50,477.00** for the purpose of establishing and maintaining a cooperative law enforcement program between the County and LCO (the "Grant");

WHEREAS, the Grant requires that each party thereto pass a resolution approving a cooperative agreement with the other party by December 1, 2020;

WHEREAS, the Sawyer County Board of Supervisors ("County Board") passed a Resolution on November 10, 2020 stating that the County Board agrees to "entering into an agreement with LCO for the year 2021 and obtaining State financial support for improving law enforcement of tribal area" and for purposes of moving forward with the Grant;

WHEREAS, a Law Enforcement Agreement was updated from the same agreement used in previous years between the County and LCO and then discussed between County representatives and LCO representatives to ensure compliance with the Grant requirements (the "Law Enforcement Agreement"), a copy of which is attached hereto and incorporated herein as Exhibit A;

WHEREAS, after initial discussion and subsequent approval, an amendment was developed to modify the terms of the Law Enforcement Agreement (the "Amendment to Law Enforcement Agreement"), a copy of which is attached hereto and incorporated herein as Exhibit B;

WHEREAS, the term of the Law Enforcement Agreement, including the provisions of the Amendment to Law Enforcement Agreement) is January 1, 2021 to December 31, 2021, and must be re-executed pursuant to the terms thereof and pursuant to the terms of the Grant;

WHEREAS, pursuant to Wis. Stat. § 59.54(12), the County Board must approve the Law Enforcement Agreement and the Amendment to Law Enforcement Agreement; and

WHEREAS, the County Public Safety Committee reviewed and discussed the Law Enforcement Agreement and the Amendment to Law Enforcement Agreement at its meeting on March 4, 2021, and voted to recommend that the County Board approve the Law Enforcement Agreement and the Amendment to Law Enforcement Agreement at its meeting on March 18, 2021.

NOW, THEREFORE, BE IT RESOLVED, the Sawyer County Board of Supervisors determines the following:

1. Recitals. The Recitals set forth above are true and correct, and are hereby incorporated into this Resolution.

2. Approval of Law Enforcement Agreement and Amendment to Law Enforcement Agreement. The County Board hereby approves the Law Enforcement Agreement and Amendment to Law Enforcement Agreement with LCO, as each are set forth in Exhibit A and Exhibit B.

3. Health, Welfare and Safety. The County's approval of this Resolution is beneficial to the health, welfare and safety of the County's residents, taxpayers and visitors.

The content of this Resolution was discussed and recommended for adoption by the Sawyer County Board of Supervisors at its meeting on March 18, 2020, by this Sawyer County Public Safety Committee on the 4th^{h} day of March, 2020.

James Schlender, Chairperson	Ron Buckholtz, Vice Chairperson
Ed Peters, Member	Dale Schleeter, Member
Chuck Van Etten, Member	

This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 18th day of March, 2021.

Tweed Shuman, Sawyer County Board of Supervisors Chairman	Lynn Fitch, Sawyer County Clerk

Exhibit A – Law Enforcement Agreement
Exhibit B – Amendment to Law Enforcement Agreement

Sawyer County Criminal Justice Coordinating Council (CJCC) Bylaws

Article I: Name and Creation

The name of this council shall be the Sawyer County Criminal Justice Coordinating Council. It will be referred to as the "CJCC" throughout these Bylaws. The CJCC was created as part of a state-wide initiative to further the Mission set forth below. The CJCC is recognized by the Sawyer County (the "County") Board of Supervisors as an ad hoc committee of the County Board of Supervisors.

Article II: Bylaws

The CJCC has authority to adopt these Bylaws. These Bylaws have been reviewed, approved and adopted both the CJCC and the County Board of Supervisors.

Article III: Vision and Mission

VISION: Utilizing evidence-based practices making the criminal justice system a better investment toward improving the quality of life in Sawyer County.

MISSION: To promote implementation of effective criminal justice policies and practices maximizing justice and public safety

Article IV: Duties and Powers

1. The CJCC is created to act in an advisory capacity to both constitutionally elected officers and committees of the County Board of Supervisors which oversee programs and services related to criminal justice. The CJCC shall recommend to appropriate parties or committees actions including the creation, elimination or modification of programs, policies and procedures including the evaluation of the Sawyer County Criminal Justice Programs in accordance with the Sawyer County Criminal Justice Vision and Mission.

2. The CJCC shall help ensure coordinated efforts. Proposed policy changes relating to criminal justice may be brought to the CJCC for review and for recommendations to the appropriate committees or entity.

3. The CJCC may assist the County in setting priorities for the Sawyer County Criminal Justice System.

4. The CJCC shall assist in sharing the responsibility as it relates to new programs. It is understood that new directions and programming may involve some unforeseen consequences. It is the CJCC's responsibility as a whole to support its recommendations.

5. The CJCC may perform such other general functions necessary to implement its responsibilities, as directed by the County Board.

6. Notwithstanding any provision in these Bylaws, the CJCC shall be subject to and conduct itself according to the County Board of Supervisors' Policy and Procedure Manual, as may be amended.

7. The CJCC shall be subject to all State of Wisconsin Statutes, codes, Executive Orders and other applicable laws and regulations.

Article V: Structure

Section A: Membership

The CJCC shall consist of fourteen (14) members (the "Members"). The CJCC shall have thirteen (13) voting members (the "Voting Members"), and the Chair shall be a non-voting member, as described in Article VI below. All the positions listed below, unless the position is elected Chair as described in Article VI below, shall be permanent Voting Members of this CJCC:

a. Sawyer County Circuit Court Judge
b. Sawyer County Sheriff or designee
c. Sawyer County District Attorney or designee
d. Sawyer County Jail Administrator
e. Sawyer County Administrator
f. Two (2) tribal government representatives
g. State Public Defender Office representative
h. Wisconsin Department of Corrections representative
1. Two (2) Sawyer County Board of Supervisor
J. Two (2) residents of Sawyer County
k. LCO Tribal Judge

Section B: Adding Positions

1. The CJCC may recommend to the County Board of Supervisors that additional positions be added to the CJCC, as the CJCC deems appropriate.

2. Adding positions to the CJCC will require an amendment to the Bylaws Article V, Section A: Membership. Adding a CJCC position requires a 3/4 majority of the appointed number of Voting Members and confirmation by the County Board of Supervisors.

3. If the newly-created position requires an election by the CJCC, then the CJCC will conduct an election to fill the position at the next regularly-scheduled CJCC meeting after the position is created. A CJCC appointment requires a majority vote of the Voting Members and confirmation by the County Board of Supervisors.

4. If the newly-created position requires an appointment by a department or organization, the Chair shall contact the department/organization and ask that a

representative be appointed. All additional positions to the CJCC shall require confirmation by the County Board of Supervisors.

Section C: Removal

1. Any CJCC Member may be removed by the County Board of Supervisors, with or without cause, after a recommendation by the CJCC and a 2/3 a majority vote of the Voting Members.

2. Removal of a CJCC Member can be placed upon the agenda under CJCC New Business by the Chair or by a written petition from another Member submitted to the Chair.

3. If a Member is removed, the Chair shall contact the department/organization the removed Member represented and ask that another representative be appointed.

4. If the removed Member held a CJCC-elected position, the CJCC shall hold an election to fill the position at the next regularly-scheduled CJCC meeting after the Member is removed. Appointment of the new Member upon removal of another Member requires a majority vote of the Voting Members and shall be confirmed by the County Board of Supervisors.

5. A Member is eligible for removal from the CJCC due to nonparticipation after missing three (3) meetings, without sufficient cause, in a calendar year. Sufficient cause is to be determined by the Chair. Removal of a Member for nonparticipation requires a majority vote of the Voting Members and confirmation by the County Board of Supervisors.

6. A position on the CJCC may be removed only though an amendment to the Bylaws Article V, Section A: Membership. Removal of a CJCC position requires a 3/4 majority of the appointed number of Voting Members and shall be confirmed by the County Board of Supervisors.

Section D: Authority of the CJCC The CJCC has no legal authority to order changes to Sawyer County's Criminal Justice System, but it may bring about changes through consensus by the participating departments, agencies and the County Board of Supervisors. The CJCC reviews policies and programs within the criminal justice system and makes final recommendations to all justice system partners.

Section E: Meetings

1. Meetings of the CJCC shall be set by the CJCC at the end of their session for the following month. Notice of CJCC meeting times and locations shall be provided to all Members and duly posted in compliance with open meeting statutes.

2. Minutes of the CJCC meetings shall be documented and distributed to all Members of the CJCC. Minutes will also be posted in compliance with open meeting statutes. The CJCC Chairperson shall designate someone to take minutes for all CJCC meetings.

3. Recommendations of the CJCC will be made by a majority rule vote of Voting Members.

Section G: Quorum A quorum must be complied with at all CJCC meetings. A quorum requires a 51% majority of Voting Members to be in attendance.

Article VI: Officers

1. The officers of the CJCC shall be a Chair and Vice-Chair. The CJCC shall elect officers biennially at the May meeting of even-numbered years. Such officers shall take office upon election. If an officer resigns or is removed, a replacement officer shall be elected by the CJCC at the next regularly-scheduled CJCC meeting.

2 The Chair shall be responsible for filing End-of Year Reports with the County Clerk. The Vice-Chair shall file an End of the Year Report with the Chair.

3. It shall be the responsibility of the Chair and Vice-Chair, in coordination with the County Administrator to:

    a. Develop and cause to be published CJCC Agendas.
    b. Prepare materials for CJCC Members in preparation for scheduled CJCC meetings. Materials may be emailed to Members when appropriate.
    c. Any other actions that the Chair deems necessary for the efficient functioning of the CJCC.

4. The CJCC Chair is a quasi-nonvoting member of the CJCC and subject to the following:
    a. The Chair can only vote in order to break a tie.
    b. The Vice-Chair retains their Voting Member status on the CJCC. If the Vice- Chair acts as the Chair in the Chair's absence, (s)he may not vote for that meeting unless it is to break a tie.

5. The Chair shall preside at all CJCC meetings. The Vice-Chair shall preside in the absence of the Chair.

Article VII: Change in Bylaws

1. Any Voting Member may propose an amendment to the Bylaws. Proposed amendments to the Bylaws are to be included on the agenda of a CJCC meeting,

any action taken on the proposed amendments must be made at a subsequent meeting of the CJCC and will require a minimum 2/3 majority vote of the appointed number of Voting Members.

2. Any amendment to the Bylaws shall be confirmed by the County Board of Supervisors.

Addendum

By-Law Amendment Proposed to County Board of Supervisors March 2021:

- Section A: Membership
  - Added one committee member to the membership bringing membership to thirteen (item k: LCO Tribal Judge)

- Sections B through G
  - Edited sub-headings to delete the "." after each sub-heading

- Added revision date in footer and removed "of" in page number system

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. Schadegg and Rosemary C. Schadegg (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. Schadegg

_____
Rosemary C. Schadegg

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)

) 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:_____

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, 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 $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:	**LESSEE:**
SAWYER COUNTY	**JACKSON HOLDINGS, LLC** a Wisconsin limited liability company
_____	_____
By: Thomas R. Hoff	By: _____
Its: County Administrator	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:	**LESSEE:**
SAWYER COUNTY	**HANNA BAY HOLDINGS,** a Wisconsin limited liability company
_____	_____
By: Thomas R. Hoff	By: _____
Its: County Administrator	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:	**LESSEE:**
SAWYER COUNTY	**SAWYER AVIATION, LLC** a Wisconsin limited liability company
_____	_____
By: Thomas R. Hoff	By: _____
Its: County Administrator	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:

SAWYER COUNTY

_____
By: Thomas R. Hoff
Its: County Administrator

LESSEE:

_____
John D. McCain

_____
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:

SAWYER COUNTY

_____
By: Thomas R. Hoff
Its: County Administrator

LESSEE:

_____
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:	**LESSEE:**
SAWYER COUNTY	**SCHULL PROPERTIES OF HAYWARD, LLC** a Wisconsin limited liability company
_____	_____
By: Thomas R. Hoff	By: _____
Its: County Administrator	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)

RESOLUTION # 62 -2021

RESOLUTION FOR OUTDOOR RECREATION AIDS

WHEREAS Sawyer County is interested in acquiring or developing lands for public outdoor recreation
purposes as described in the application; and

WHEREAS, financial aid is required to carry out the project;

THEREFORE, BE IT RESOLVED, that Sawyer County has budgeted a sum sufficient to complete the project or acquisition and

HEREBY AUTHORIZES the Sawyer County Forest Administrator, Sawyer County Forestry Department to act on behalf of Sawyer County to:

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- Submit signed documents; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that Sawyer County will comply with the state or federal rules for the programs to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its meeting on March 18th, 2021 by this Sawyer County Land Water and Forest Resources Committee on this 10th day of March, 2021.

Bruce Paulson, Chair

Ron Buckholtz, Vice Chair

Brian Bisonette, Member

Jesse Boettcher, Member

Marc Helwig, Member

This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 18th day of March, 2021.

Tweed Shuman,
Sawyer County Board of Supervisors Chairman

Dale Schleeter,
Sawyer County Board of Supervisors Vice Chair

Lynn Fitch,
Sawyer County Clerk

APPLICATION TO PURCHASE COUNTY-OWNED LAND

SAWYER COUNTY TREASURER'S OFFICE
P.O. BOX 935
HAYWARD, WI 54843-0935 715/634-4868

Paul James Dauffenbach

PLEASE PRINT THE FULL NAME(S) AS YOU WANT IT LISTED ON THE DEED

208 Sweetbrier Branch Ln, Saint Johns, FL 32259

ADDRESS CITY, STATE, ZIP

PHONE NUMBER 651-707-5838

I HEREBY APPLY FOR THE PURCHASE OF ITEM NUMBER 33 INDICATED ON THE SAWYER COUNTY LAND SALE LIST DATED 2020 DESCRIBED AS FOLLOWS:

Part GOVT LOT 7, LOT 1 Certified Survey No. 6093, Volume 21, pages 338 1.39

DESCRIPTION SECTION TWNSHP RANGE ACRES

LEGACY PIN #

020-639-23-5710

I AM SUBMITTING PAYMENT, MADE PAYABLE TO THE SAWYER COUNTY TREASURER, OF $11,132.00 WHICH IS AT LEAST THE AMOUNT OF THE MINIMUM BID AT THE LAST ADVERTISED LAND SALE, PLUS A $30.00 RECORDING FEE.

I have read and understand the NOTICE provision as printed below.

SIGNED: [signature] DATED: Feb 23rd 2021

NOTICE

The Land, Water and Forest Resources Committee of the Sawyer County Board of Supervisors reserves the right to accept or reject any and all bids. Parcels (and improvements thereto) are sold "as is" and are subject to any and all reservations, easements, and exceptions of record; and are subject to the provisions of Sawyer County zoning, sanitary code, and subdivision control ordinances and regulations, and to any and all federal, state and local government laws and regulations. By applying for purchase of parcels included in this list the successful applicant agrees to hold Sawyer County harmless for any and all costs and expenses that might be required for procurement of evidence of title, property boundaries, access rights and/or development of said access, and for the condition of the land and/or improvements thereto.

The buyer is responsible for inspection of property prior to the sale. Sawyer County does not guarantee title, acreage, access rights, location of property boundaries, or condition of the land and/or improvements thereto. Sawyer County will issue only quit claim deeds, conveying only whatever interest Sawyer County has in each parcel, upon sale of the parcels, and will reserve any existing road right-of-way and flowage easements. Acreage amounts listed for each parcel in the tax roll and on the land sale list, and tax parcel map depictions of parcels may not be accurate and are not guaranteed by Sawyer County.
http://sawyergis.maps.arcgis.com/apps/webappviewer/index.html?id=90bef9fa2f764b4bb3e10f8aa5263b66

Real Estate Sawyer County Property Listing

Today's Date: 3/2/2021

Property Status: Current

Created On: 2/6/2007 7:55:36 AM

Description

Updated: 8/24/2017

Tax ID:	21433
PIN:	57-020-2-39-06-23-5 05-007-000100
Legacy PIN:	020639235710
Map ID:	:7.10
Municipality:	(020) TOWN OF OJIBWA
STR:	S23 T39N R06W
Description:	PRT GOVT LOT 7 LOT 1 CSM 21/338 #6093
Recorded Acres:	1.390
Calculated Acres:	1.375
Lottery Claims:	0
First Dollar:	No
Waterbody:	Chippewa River
Zoning:	(RR2) Residential/Recreational Two
ESN:	

Tax Districts

Updated: 2/6/2007

1	State of Wisconsin
57	Sawyer County
020	Town of Ojibwa
576615	Winter School District
001700	Technical College

Recorded Documents

Updated: 8/11/2020

JUDGMENT
Date Recorded: 8/12/2016 — **402470**

CERTIFIED SURVEY MAP
Date Recorded: 5/16/2000 — 284024

WARRANTY DEED
Date Recorded: — 284666 WD708/83

Ownership

Updated: 8/24/2017

SAWYER COUNTY HAYWARD WI

Billing Address:	**Mailing Address:**
SAWYER COUNTY	**SAWYER COUNTY**
10610 MAIN ST STE 10	10610 MAIN ST STE 10
HAYWARD WI 54843	HAYWARD WI 54843

Site Address

* indicates Private Road

5766N COUNTY HWY G — WINTER 54896

Property Assessment

Updated: 5/18/2017

2021 Assessment Detail

Code	Acres	Land	Imp.
X3-EXEMPT COUNTY	1.390	0	0

2-Year Comparison	2020	2021	Change
Land:	0	0	0.0%
Improved:	0	0	0.0%
Total:	0	0	0.0%

Property History

N/A

2020 SAWYER COUNTY LAND SALE

In compliance with section 75.69, Wisconsin Statutes, the Land, Water, and Forest Resources Committee of the Sawyer County Board of Supervisors will accept bids on the following parcels of county-owned land.

The Land, Water, and Forest Resources Committee of the Sawyer County Board of Supervisors reserves the right to accept or reject any or all bids. Sawyer County will not accept bids from property owners who owe delinquent taxes at the time of bidding. Parcels (and improvements thereto) are sold "as is" and are subject to any and all reservations, easements, and exceptions of record; and are subject to the provisions of Sawyer County zoning, sanitary code, and subdivision control ordinances and regulations, and to any and all federal, state, and local government laws and regulations. By applying for purchase of parcels included in this list the successful applicant agrees to hold Sawyer County harmless for any and all costs and expenses that might be required for procurement of evidence of title, property boundaries, access rights and/or development of said access, and for the condition of the land and/or improvements thereto. The buyer is responsible for inspection of the property prior to the sale. Sawyer County does not guarantee title, acreage, access rights, location of property boundaries, or condition of the land and/or improvements thereto. Sawyer County will issue only quit claim deeds, conveying only whatever interest Sawyer County has in each parcel, upon sale of the parcels, and will reserve any existing road right-of-way and flowage easements. Acreage amounts listed for each parcel in the tax roll and on the land sale list, and tax parcel map depictions of parcels may not be accurate and are not guaranteed by Sawyer County.

legacy parcel identification number	abbreviated legal description	Sec/Twn /range	approx. acreage	minimum bid $
	TOWN OF BASS LAKE			
	The County owns additional lots in the Northwoods Beach Subdivision and will sell at estimated fair market value established for such lots by the town assessor			
22. 002-103-24-1000	Abendpost Beach, Lots 10, 11 and 27, Blk 24	30.40.8	.222	$1,000
25. 002-840-28-5208	Part Gov Lot 2	28.40.8	.910	$52,600
26. 002-940-08-4403	Part SE 1/4 SE ¼	8.40.9	2.76	$25,000
	TOWN OF HAYWARD			
29. 010-840-23-5303	Part Gov Lot 3 & NE1/4NW1/4 Cov 342041	23.40.8	22.5	$104,000
31. 010-294-00-6300	Wood Creek Golf Villas Condo Decl 822/539 Amd Decl 333752, Unit 63 & 1/72nd Interest in Common Elements & Facilities	32.41.8	.809	$10,700
	TOWN OF OJIBWA			
32. 020-638-11-3303	NE ¼ NW ¼ SW ¼ SW ¼	11.38.6	2.5	$1,575
33. 020-639-23-5710	Part Govt Lot 7, Lot 1, Certified Survey No 6093, Volume 21, pages 338	23.39.6	1.39	$11,100
	TOWN OF SPIDER LAKE			
35. 028-642-20-1417	Part SE ¼ NE ¼	20.42.6	.98	$13,500
	TOWN OF WEIRGOR			
36. 030-190-04-0302	Lots 1-2, Part lots 3-6, Block 4, Except land conveyed for highway, Plat of Weirgor	17.37.7	.81	$3,100
	TOWN OF WINTER			
39. 032-539-27-1408	Part SE ¼ NE ¼, Lying East of the Brunet River and North of the Tuscobia Trail	27.39.5	1.45	$1,950
	VILLAGE OF EXELAND			
41. 121-737-21-4305	Part SW1/4SE1/4	21.37.7	.160	$27,000
	VILLAGE OF RADISSON			
42. 176-106-04-0200	Boncler's Addition, Lot 2, Block 4	22.38.7	.33	$1,700
43. 176-106-04-0800	Boncler's Addition, Lot 8, Block 4	22.38.7	.37	$1,700
45. 176-171-19-0800	Lots 8-11, Block 19, 1st Addition	22.38.7	.32	$13,875
	VILLAGE OF WINTER			
46. 190-142-00-2800	Lot 28 Kinsley's Addition to the Village of Winter	33.39.5	.35	$7,125
47. 190-190-05-1000	Lot 10, Block 5, Village of Winter, Original Plat	32.39.5	.180	$25,100

3/5/2021 9:48 AM

Greg Peterson

From: fcscheer@yahoo.com
Sent: Tuesday, March 2, 2021 11:49 AM
To: Greg Peterson
Subject: Nordic Ridge Utility Easement
Attachments: Easement area from County on Ski Trail.pdf

Hi Greg,

Enclosed is the easement area needed on the Birkie Ridge Ski Trail corridor I deeded to the County a few years ago. I was remiss in not setting that up correctly at the time. The underground power will go under the ski trail for approximately 300 feet.

Please confirm receipt and let me know if you need anything else from me.

Best.....Fred

Fred Scheer
Up North Retreats LLC
The Brook and Nordic Ridge
www.acabininhayward.com
715 634 6923 Office
715 699 7294 Cell

014268003900
014268004200
014268004300
014268003800
014842024201
014268003700
014268003600
014268003500
014268003400
014268003300
Town of Lenroot
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014266003100
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DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.
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SAWYER COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. _____

WHEREAS, Wis. Stat. § 59.01 permits Sawyer County (the "County") to own real property and to enter into certain agreements to encumber its real property, including the grant of easement interests;

WHEREAS, the County previously entered into a transaction with Nordic Ridge of Seeley, LLC, by Fred C Scheer, III ("Scheer") for the transfer of land, resulting in the County acquiring approximately 40 acres for forestry, open space and recreational use by the public;

WHEREAS, as part of the transaction, the County agreed to grant certain utility easements over the land transferred to the County and as land depicted in Exhibit A, which is attached hereto and incorporated herein (the "Approximate Easement Area");

WHEREAS, Scheer has requested that the County enter into a utility easement (the "Anticipated Easement") in the Approximate Easement Area and pursue discussions and negotiations with the proper parties for the granting of the Anticipated Easement;

WHEREAS, the Sawyer County Board of Supervisors ("County Board") must approve the final version of the Anticipated Easement pursuant to Wis. Stat. 59.52(6);

WHEREAS, the County Land, Water & Forestry Resources Committee reviewed and discussed pursuit of the Anticipated Easement at its meeting on March 10, 2021, and voted to recommend that the County Board approve pursuing the Anticipated Easement at its meeting on March 18, 2021.

NOW, THEREFORE, BE IT RESOLVED, the Sawyer County Board of Supervisors determines the following:

1. Recitals. The Recitals set forth above are true and correct, and are hereby incorporated into this Resolution.

2. Approval of Easement. The County Board hereby approves further discussions with the appropriate parties to enter into the Anticipated Easement. The final version of any easement granted shall be approved by the County Board once prepared, pursuant to Wis. Stat. § 59.52(6).

3. Health, Welfare and Safety. The County's approval of this Resolution is beneficial to the health, welfare and safety of the County's residents, taxpayers and visitors.

The content of this Resolution was discussed and recommended for adoption by the Sawyer County Board of Supervisors at its meeting on March 18, 2020, by this Sawyer County Land, Water & Forestry Resources Committee on the 10th day of March, 2020.

_____	_____
Bruce Paulsen, Chairperson	Ron Buckholtz, Vice Chairperson
_____	_____
Brian Bisonette, Member	Jesse Boettcher, Member

_____
Marc Helwig, Member

This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 18th day of March, 2021.

_____	_____
Tweed Shuman, Sawyer County Board of Supervisors Chairman	Lynn Fitch, Sawyer County Clerk

Exhibit A – Approximate Easement Area

Sawyer County Treasurer
Dianne M. Ince

Barb Moeller, *Deputy*
Rebecca Brunner-Stroede, *Deputy*

P.O. Box 935 - 10610 Main, Suite 16 - Hayward, WI 54843
Phone **715-634-4868**
Toll Free **877-699-4110**
Fax **715-634-6839**
Email treasurer@sawyercountygov.org

March 11, 2021

Sawyer County Finance Committee:

Request to close the Sawyer County account with The Bancorp that was used for the Vantage Flex LLC (debit card transactions) as this is no longer being used.

Motion to approve for the committee minutes.

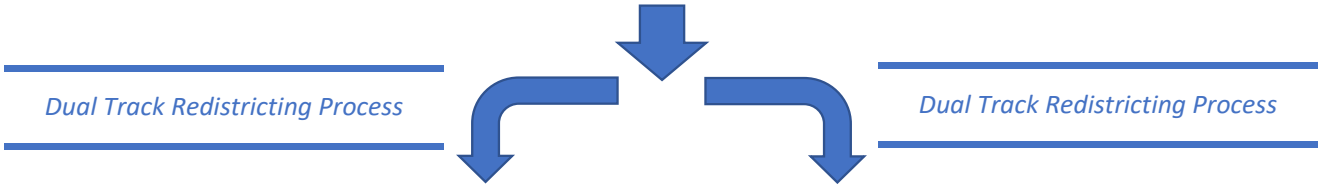
Dianne M. Ince

Dianne M. Ince
Sawyer County Treasurer

Redistricting Changes

Key Dates and Proposed Timeline

Release of P.L. Data expected by September 30



Counties and Municipalities		Legislature
09/30/2021	Counties may begin Phase 1 (tentative plan)	Legislature begins state redistricting process
11/23/2021	Publication of Type A Notice for 2022 Spring Elections (using current districts and wards)	
12/01/2021	**2022 Spring Election Nomination Papers**	
02/28/2022	**Deadline for Counties to complete Phase 1**	
03/01/2022	Municipalities begin Phase 2 (adjustment of wards)	
04/01/2022		**Deadline for completion of Legislative Redistricting**
04/05/2022	Spring Election (using current (2010) districts and wards)	
04/11/2022	Publication of Type A Notice for 2022 Fall General Elections (using new state districts)	
04/15/2022	**2022 Fall General Election Nomination Papers**	
05/15/2022	**Deadline for Municipalities to complete Phase 2** New wards effective Spring 2023 for municipal elections	New wards take effect for state elections in fall 2022
06/01/2022	Counties begin Phase 3 (adoption of final county redistricting plan)	
06/12/2022		Ballots printed and mailed for fall primary (using new wards)
08/01/2022	**Deadline for Counties to complete Phase 3.** New county districts take effect in Spring 2024	

County Administrator Work Report

March 11, 2021

American Rescue Plan Act – On March 6, the U.S. Senate passed The American Rescue Plan Act of 2021. The amended Senate version moved back to the U.S. House of Representatives on March 10 for final approval, and is now being sent to the president for his signature. As part of the overall package, the Coronavirus State and Local Fiscal Recovery Fund would provide:

- approximately $350 billion in new federal fiscal assistance for our nation's states, territories, tribes, counties, and municipalities,
- $10 billion for coronavirus capital projects, and
- $1.5 billion over two years for revenue sharing counties (i.e. public lands counties).

Funds may be used by counties to:

(1) Respond to the public health emergency with respect to the COVID19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality,

(2) Respond to workers performing essential work during the COVID-19 public health emergency by providing funds for eligible workers of the county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work,

(3) For the provision of government services to the extent of the reduction in revenue (i.e. online, property or income tax) due to the public health emergency relative to revenues collected in the most recent full fiscal year of the county prior to the emergency (I.e. January 20, 2020), or

(4) Make necessary investments in water, sewer or broadband infrastructure.

The U.S. Treasury is required to pay the first payment to counties not later than 60 days after enactment, and the second payment no earlier than 12 months after the first payment. The deadline to spend funds is December 31, 2024. The total estimated allocation to be paid directly to Sawyer County is $3,211,322.

We expect the U.S. Treasury will provide further guidance defining qualified expenditures or revenue recovery.

NACo is hosting a webinar today, March 11 at 3:00 PM regarding this development.

Governor Evers Budget Initiatives – Governor Evers gave his budget address on Tuesday evening. Proposals that affect counties include:

- An additional 0.5 percent sales tax for counties if supported and approved by local referendum.

- Investment of more than $40 million into Medicaid rates to bolster access to outpatient mental health services, substance use disorder treatment, and child-adolescent day treatment psychiatric services.

- Crisis Intervention and Emergency Detention:
  - Funding to support multiple Regional Crisis Centers to provide crisis urgent care.
  - Funding to support multiple Regional Crisis Stabilization Facilities to support a community-based treatment approach that aims to reduce the need for future intensive care.
  - Increased funding for the Crisis Intervention Training Grant program.
  - Funding to support additional staff for county and peer run respite center crisis phone lines.
  - Funding to support a new Emergency Response Collaboration Grant to establish collaboration programs between local law enforcement and behavioral health care providers to simultaneously respond to 911 calls.
  - Funding to support a Behavioral Health Bed Tracker.
    .

- Additional funding for Aging and Disability Resource Centers ($7 million), expanding the dementia care specialist program statewide ($3.5 million).

- Ensuring that all eligible children receive service under the Children's Long-Term Support waiver program.

- $8 million over the biennium in funding for pandemic recovery grants to local workforce development boards.

The Joint Finance Committee will travel to three Wisconsin cities for in-person public hearings on Gov. Tony Evers' budget with a fourth hearing that will be virtual as lawmakers begin the process of reviewing the two-year plan:

- April 9 at UW-Whitewater
- April 21 in Rhinelander
- April 22 in Menomonie
- April 28 Virtual hearing

In addition, Governor Evers has announced six virtual listening sessions of his own on the budget. Those begin March 18 and wrap up April 21.

WCA is sponsoring a briefing via Zoom on the state budget on Monday, March 15, 8:15 AM to 10:45 AM.

WCA's CAP Team – Human Services Day – The County Ambassador's Program (CAP) TEAM is hosting a forum to educate members of the Legislature on the impacts increasing mandates and decreasing funding has had on counties' abilities to provide human services programs. Since WCA is still working through the details of the state budget, the topics/issue papers for Human Services Day are not yet finalized. Potential topics include: child support funding, mental health funding, income maintenance funding, Children and Family Aids/Family First Prevention Services Act, youth justice, Birth to 3 funding. Meeting materials will be sent 10-14 days prior to the meeting.

This virtual meeting will be held the morning of Tuesday, April 13th. Please contact the County Clerk if you wish to participate. We have reserved the Assembly Room for County Board members and staff who wish to participate together. We will be scheduling virtual sessions with our state representatives in the afternoon to discuss our specific issues directly with these state officials.

WCA Legislative Exchange - The annual Wisconsin Counties Association Legislative Exchange was held virtually in 2021. Various seminars and presentations were held over March 3-4, 2021.

Recently, our Basic County Allocation for Child Welfare increased from $384,490 to $534,264. The funding came about after several years of counties, WCHSA, WCA, and DCF all collaborating and working together. The process reiterated change of this magnitude is time consuming and requires organization at all levels.

Other On-Going Items:

- Town of Winter Price Dam issues and requests for County payment
- Perch Lake issues
- CJCC/LCO Updated MOU
- Airport Boundary Survey
- NOTAM/other airport compliance issues with FAA and WisDOT/Bureau of Aeronautics
- Guardianship matters
- Legislative activities and monitoring of advocacy activities
- Committee membership/statutory requirement issues
- 5Th Street Vacation & California Avenue extension
- County Fairgrounds MOU and zoning issues
- Various open meeting questions
- Ambulance billing
- TimeClocks Plus project
- Resolution review/format questions
- Receivables oversight
- Clean Lake Ordinance
- ATC/cell tower lease negotiations
- Dairyland Utility Easement re-negotiation
- Uniform Dwelling Code inspection process and potential oversight
- Exploration of metrics for Departments
- Ongoing open record requests
- CAFO moratorium discussion and potential legislative changes
- Ongoing Comprehensive Plan and Outdoor Recreation Plan updates
- Various other Airport FBO issues
- Dam repairs and construction financing
- Addressing ongoing human resources challenges
- Ongoing research for alternative funding sources and grant opportunities
- Senior Resource Center – Budget and MOU
- Transit budgeting/services
- Sawyer County/LCO MOU for UWEX services
- Internal contract reviews
- County services prioritization