



Sawyer County

Agenda

County Board of Supervisors Meeting
Thursday, September 16, 2021 @ 6:30 PM

Large Courtroom; Sawyer County
Courthouse/Virtual Meeting

Revised: Thursday, September 16, 2021 3:12 PM

Page

1. CALL TO ORDER

- a. 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>.

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 APPROVAL OF MINUTES FROM PREVIOUS MEETING

- a. [8.19.21 County Board Minutes DRAFT](#)

8. PUBLIC HEARING ON PROPOSED TENTATIVE SUPERVISOR REDISTRICTING PLAN

7 - 14

- a. Resolution to Adopt Tentative Plan of Choice (discussion & possible action)
[1\) 2021-09-02 Resolution RE Redistricting Map Options](#)
[2\) Map 3 Version 2 Recommendation - Exhibit D](#)
[3\) Ward Synopsis of Map 3 Version 2](#)

9. COVID UPDATE

10. ZONING COMMITTEE CHAIR REPORT

11. PUBLIC SAFETY COMMITTEE CHAIR REPORT

- a. Criminal Justice Coordinating Council Update
- b. JusticePoint Presentation

12. PUBLIC WORKS COMMITTEE CHAIR REPORT

15 - 16

- a. Courthouse Remodeling Update
[21 0913 Design Meeting Minutes](#)

17 - 38

- b. Sawyer Aviation Airport Hangar Lease Application (discussion and possible action)
[2021-09-07 Sawyer Aviation Lease and Personal Guaranty](#)

39 - 54

- c. Dave McCorquodale Hangar Lease Application (discussion and possible action)
[2021-09-07 Resolution re McCorquodale Lease](#)

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

55 - 57

- a. Town of Bass Lake PIN # 002-157-05-1500 (discussion and possible action)
[OTC Land Sale - Town of Bass Lake PIN # 002-157-05-1500](#)

58 - 60

- b. Village of Radisson PIN # 176-106-04-0200 (discussion and possible action)
[OTC Land Sale - Village of Radisson PIN # 176-106-04-0200](#)

61 - 63

- c. Participation in Great Lakes Timber Professionals Assoc. "Log a Load for Kids" Event (discussion & possible action)
[1\) Log a Load Mission Brochure](#)
[2\) Timber Sale Handbook](#)

14. HEALTH AND HUMAN SERVICES BOARD CHAIR REPORT

15. FINANCE COMMITTEE CHAIR REPORT

16. AUTHORIZATION TO USE ARPA FUNDS

64 - 68

- a. Authorization to Purchase Body Scanner (discussion and possible action)
[1\) 2021-09-13 Resolution re ARPA Spending](#)
[2\) ARPA Purchase Request - Body scanner](#)

17. ECONOMIC DEVELOPMENT & UW EXTENSION COMMITTEE CHAIR REPORT

18. VIRTUAL MEETING POLICY (DISCUSSION AND POSSIBLE ACTION)

69 - 72

- a. [2021-09-02 Resolution RE Board Rule Change RE Virtual Attendance](#)

19. COUNTY ADMINISTRATOR'S REPORT

73 - 85

- a. [1\) Administrator's Report 2021-09](#)
[2\) 2022 Preliminary Budget Info 2021-09-16](#)

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

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 August 19th 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-Virtual @ 6:40 pm	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. - Virtual	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	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/Pledge of Allegiance— Chair Tweed Shuman called the meeting to order at 6:30 pm. Roll Call taken; quorum was met.

Certification of Compliance with the open meeting law was met.

Public Comments –

Minutes – A motion was made by Mr. Helwig to approve the minutes of the July 15, 2021, meeting; second by Mr. Buckholtz. Motion carried without negative vote.

Covid-19 Update – Julia Lyons presented a Covid update. Sawyer County is currently at the red risk level with 17.83 cases/100,000. This is still a downward trend at this point. Variant categories were described; we expect there to be variants as that is a natural occurring thing in viruses. It is too early to tell if Delta is a more severe illness than other strains. Our positivity rate is also reducing; test rates are going up but positive tests coming back are only about 5.22%. The vaccine tracker as of August 9th indicated fully vaccinated County population is 48.7%.

Zoning Committee Chair Report – Five re-zone requests were presented by Mr. Kozlowski; all five requests have been approved at Zoning Committee level. RZN #21-003, Sinkhole Investments, LLC (Matthew Sink) is requesting a rezone from Agricultural One and Residential/Recreational One to Residential/Recreational Two for 58.82 acres to be built into an RV campground. A motion was made by Mr. Paulsen; second by Ms. Hessel to approve this rezone request. Motion carried without negative vote.

RZN #21-005 - Pinewood Properties LLC (Sisko's Resort) requested a rezone of approximately 16.21 acres from Residential/Recreational One to Residential/Recreational Two to make the property confirming to its current use and allow more campsite additions. Public comment was heard by Russell Claggett, Darlene Smollen, Doug Kurtzweill, Thomas Duffy, Jr., and Steve Bodenschatz. A motion was made by Ms. Hessel; second by Mr. Schlender to approve this request. A roll call vote was taken and passed 12-2. "Aye" votes included Boettcher, Shuman, Hessel, Schlender, Helwig, Paulsen, Bisonette, Van Etten, Olson, Petit, Buckholtz, Peters; "nay" votes included Schleeter and Kinsley.

RZN #21-006 - AB Land LLC (Ben & Ashley LaBarre) requested a rezone from Residential One to Commercial One of 1.04 acres for the purpose of constructing a commercial construction building. A motion was made by Mr. Olson; second by Mr. Buckholtz. Motion carried without negative vote.

RZN #21-007 – Wilderness Products & Services, Inc. (Linda Dezotell) requested a rezone of 5 acres from Forestry One to Residential/Recreational Two for the purpose of opening a Seed & Feed Store in a new building. A motion was made by Mr. Peters; second by Mr. Olson to approve this request. Motion carried without negative vote.

RZN #21-008 – Raleigh and Jeanette Britton requested a rezone of 24.19 acres from Residential/Recreational One to Agricultural Two for the purpose of building a small barn for a hobby farm. A motion was made by Mr. Buckholtz; second by Ms. Petit to approve this request. Motion carried without negative vote.

Mr. Kozlowski presented a link to the draft version of the Sawyer County Comprehensive Plan requesting approval of a public hearing to be held on October 4, 2021 at 6:00 pm in the Large Courtroom. A motion was made by Mr. Van Etten; second by Ms. Hessel to approve this request. Motion carried without negative vote.

Public Safety Report – Mr. Hoff presented the committee report indicating that jail capacity remains high even after transporting some inmates to federal prison. 911 calls have increased with a good number of them being mis-dials. JusticePoint continues to work on the TAD grant to help fund the drug treatment court required in the new courtroom plans.

Public Works Committee Chair Report – Mr. Kinsley reported that design schematic plans have been presented and approved at committee level. A written copy was provided. Jack Blume of Venture Architects presented an overview of the drawings. Next phase is cost estimates and last phase will be documentation so that bids can go out. A motion was made by Mr. Buckholtz; second by Mr. Schleeter to approve the plans. Motion carried without negative vote.

Mr. Kinsley presented a request to approve funding for a 2024 Airport Runway repaving project; a majority of the cost will be covered by outside agencies but the County will be responsible for 5% of the building funds. A motion was made by Mr. Helwig; second by Mr. Peters to approve the resolution to approve choosing an airport consultant for the project. Motion carried without negative vote.

Land, Water and Forest Resources -- Mr. Paulsen presented an over-the-counter land sale request for the Town of Bass Lake #002-103-17-3900. A motion was made by Mr. Buckholtz; second by Mr. Kinsley to approve this request. Motion carried without negative vote.

Health and Human Services – Mr. Schleeter advised that the HHS Committee has voted to dissolve the relationship between the County and Oasis Group Homes and close the center. A motion was made by Mr. Kinsley; second by Mr. Schleeter to accept the Resolution approving the Separation Agreement and Termination of Memorandum of Understanding. Motion carried without negative vote.

Finance Committee Chair Report – Mr. Paulsen presented the Finance Committee Roles and Responsibilities to be added to the board plans and policies with a Resolution Adopting Finance Committee Roles & Responsibilities. A motion was made by Mr. Kinsley; second by Mr. Helwig to approve this resolution. Motion carried without negative vote.

Mr. Paulsen advised that a review of board member per diem rates were reviewed at the August committee meeting. The motion to adjust rates failed at committee level.

Mr. Hoff presented several date options for the budget public hearing date. A motion was made by Mr. Kinsley; second by Mr. Schleeter to accept the date of October 28, 2021, at 6:30 pm for the purpose of holding the budget public hearing. Motion carried without negative vote. Publication notice will need to be sent out prior to the October 14th Finance and Administration committee meetings.

Economic Development and UW Extension Committee – Mr. Hoff presented the committee report indicating that the 4-H staff member has moved to another county and we will be searching for a replacement. Northwest Regional Planning Commission presented their levy request at committee.

Redistricting Update – Ms. Fitch advised that the census data arrived a week earlier than anticipated and our GIS department is working on developing at least three different map plans. Our population has increased which will result in some lines being redrawn. Upcoming Public Hearing dates for the tentative and final redistricting plans will be held at the September and November County Board meetings. The Administration Committee being the oversight committee for this project did approve a request to keep the number of districts at 15 at the August committee meeting. A resolution approving this number of 15 was presented. Mr. Kinsley made a motion to accept the resolution; second by Mr. Van Etten. Motion carried without negative vote.

County Administrator's Report – Mr. Hoff reviewed the Opioid Litigation Settlement that has been proposed. Wisconsin could receive up to \$400M in settlement funds with 70% of those funds going to counties to development abatement programs. 30% of the funds remain at the state level. If accepted, funds will be dispersed over a number of years in the rollout plan.

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, September 16, at 6:30 pm in the Large Courtroom.

Meeting adjourned at 8:34 pm
Minutes recorded by Lynn Fitch, County Clerk

1
2 **SAWYER COUNTY BOARD OF SUPERVISORS**

3
4 **RESOLUTION NO. _____**

5
6 **WHEREAS**, Sawyer County (the "County") is currently performing its obligations of
7 redistricting pursuant to Wis. Stat. § 59.10(3);

8
9 **WHEREAS**, on August 19, 2021, the County Board of Supervisors ("County Board")
10 initially determined that the County shall maintain its current number of supervisory districts of
11 15 for purposes of completing the preliminary work necessary for the County's tentative
12 redistricting plan;

13
14 **WHEREAS**, the County then prepared three (3) draft versions of tentative redistricting
15 plans, and a copy of each tentative redistricting plan is set forth herein as Exhibit A, Exhibit B and
16 Exhibit C (collectively, the "Plans");

17
18 **WHEREAS**, pursuant to Wis. Stat. § 59.10(3)(b)1., the County Board must adopt a
19 tentative redistricting plan by selecting one of the Plans attached hereto;

20
21 **WHEREAS**, pursuant to Wis. Stat. § 59.10(3)(b)1., a public hearing was held on
22 September 16, 2021 for public input on the Plans;

23
24 **WHEREAS**, the contents of this Resolution and the Plans were discussed at the County
25 Administration Committee meeting on September 9, 2021, and the County Administration
26 Committee voted to recommend to the County Board that it adopt this Resolution and Tentative
27 Redistricting Plan No. _____, as set forth in Exhibit _____ at its meeting on September 16, 2021;

28
29 **WHEREAS**, the County Board then discussed this Resolution and the Plans at its meeting
30 on September 16, 2021.

31
32 **NOW, THEREFORE, BE IT RESOLVED**, the Sawyer County Board of Supervisors
33 determines, adopts and directs the following:

- 34
35 1. Recitals. The Recitals set forth above are true and accurate, and are therefore
36 incorporated into the Resolution and shall be used not just for reference.
37
38 2. Adoption of Tentative Redistricting Plan. The County Board hereby
39 selects Tentative Redistricting Plan No. _____, as set forth in Exhibit
40 _____, as the tentative redistricting plan pursuant to Wis. Stat. §
41 59.10(3)(b)1.
42
43 3. Additional Steps. The tentative redistricting plan selected herein shall
44 be sent to each municipal governing body in the County for
45 consideration and potential modification. Thereafter, the County
46 Board shall hold another public hearing and thereafter adopt a final

47 supervisory district plan. Nothing in this Resolution shall be
48 construed as action on or adoption of the final supervisory district
49 plan.
50

51
52
53 This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its
54 meeting on September 16, 2021, by this Sawyer County Administration Committee on this
55 September 9, 2021.
56

57
58 Tweed Shuman, Chair Dale Schleeter, Vice Chair
59

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61 Ron Kinsley, Member Tom Duffy, Member
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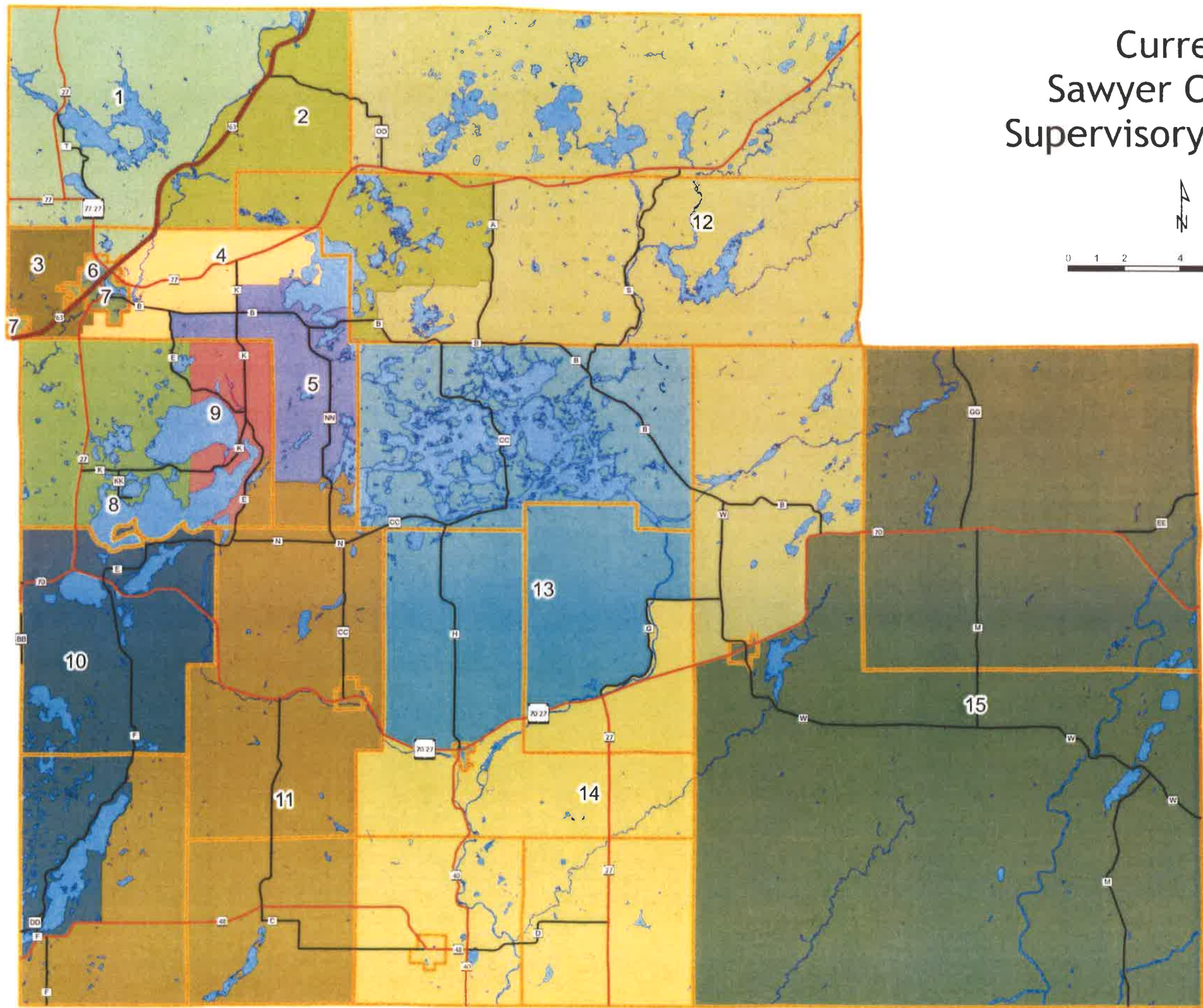
63
64 James Schlender, Member
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66
67 This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 16th day of
68 September, 2021.
69

70
71 Tweed Shuman, Lynn Fitch,
72 Sawyer County Board of Supervisors Chairman Sawyer County Clerk
73

- 74
75 Exhibit A – Tentative Redistricting Plan No. 1
76 Exhibit B – Tentative Redistricting Plan No. 2
77 Exhibit C – Tentative Redistricting Plan No. 3

Current Sawyer County Supervisory Districts



2020 Choice 1 Sawyer County Draft Supervisory Districts

Exhibit A

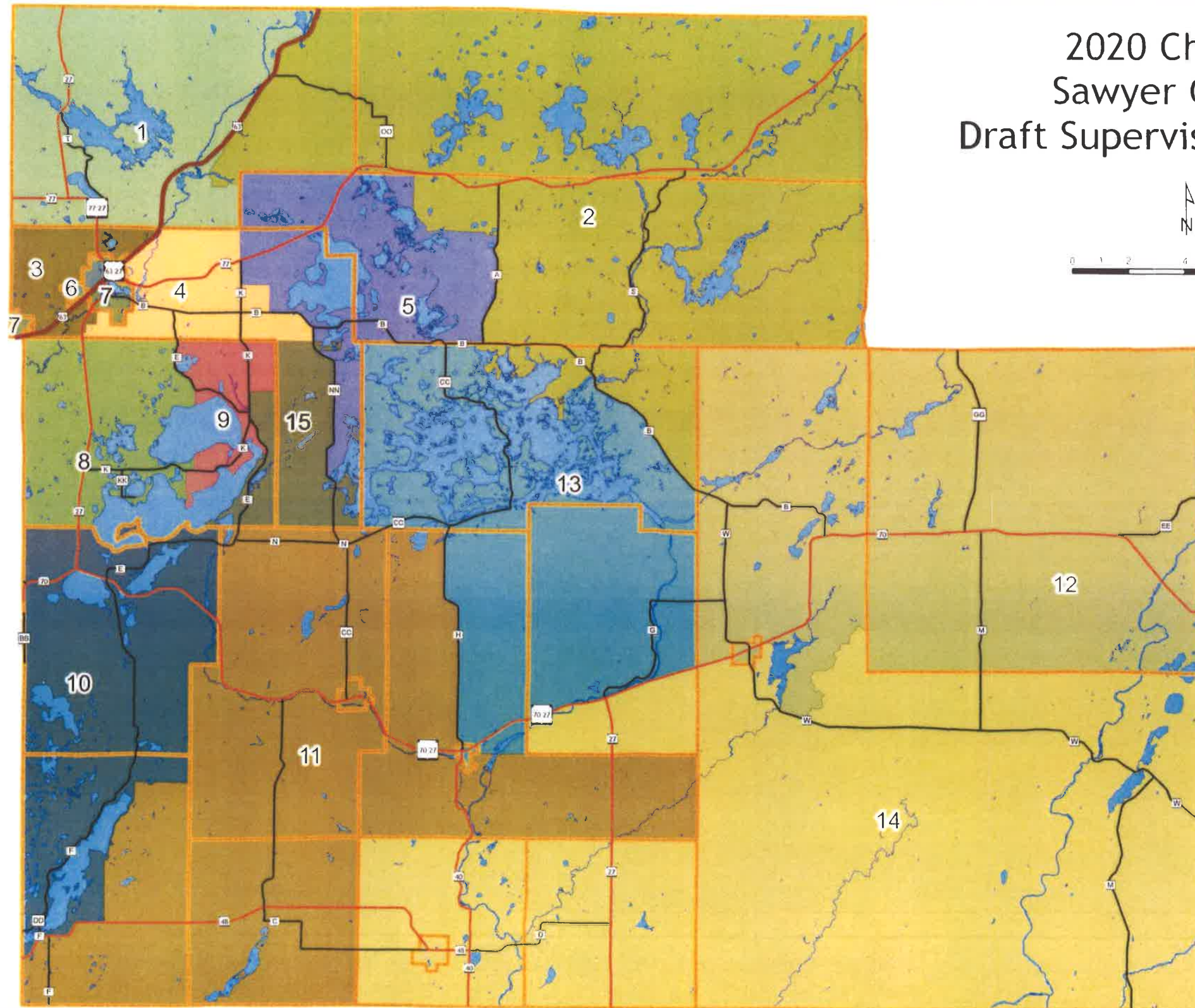


Exhibit B

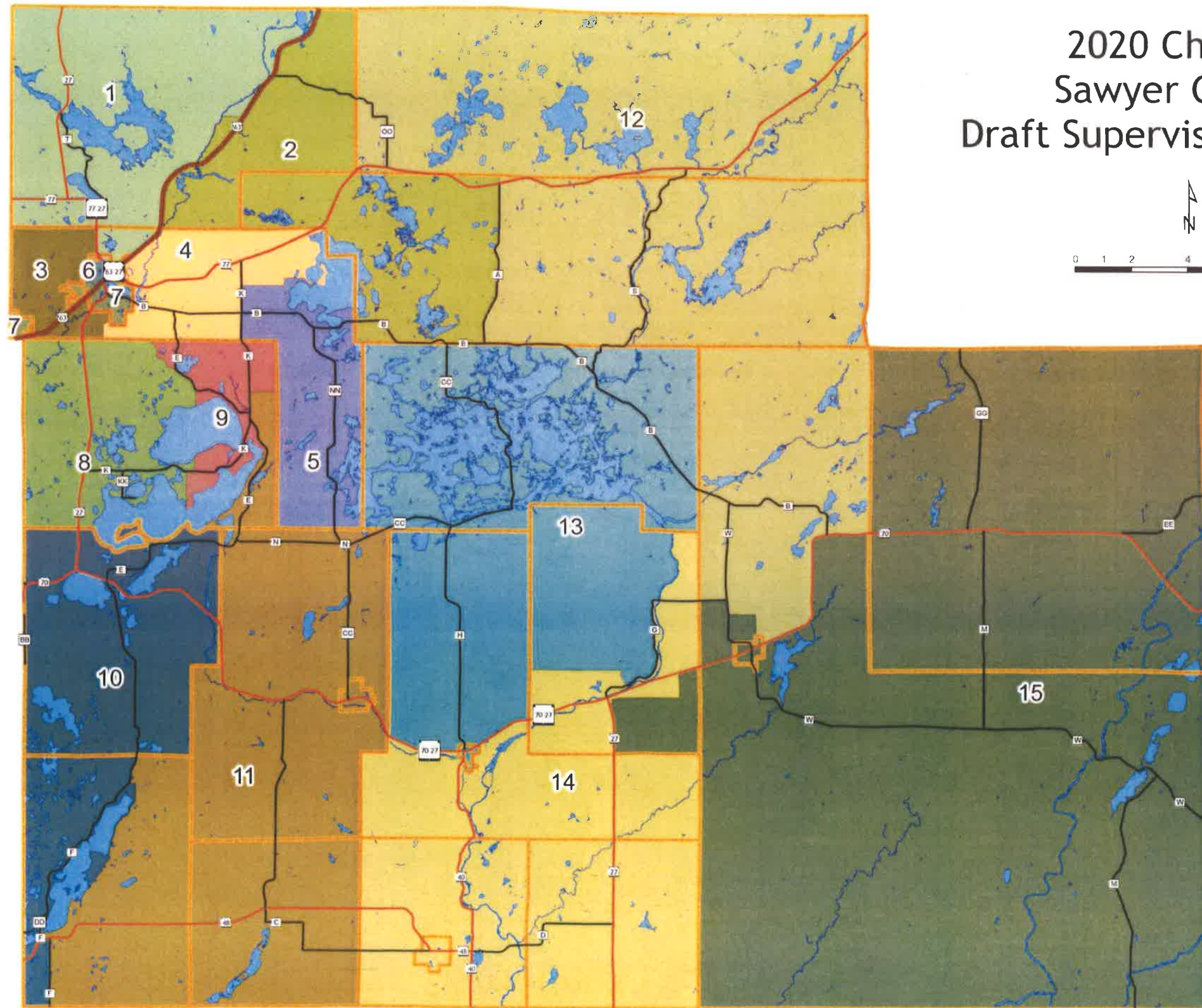


2020 Choice 3 Sawyer County Draft Supervisory Districts

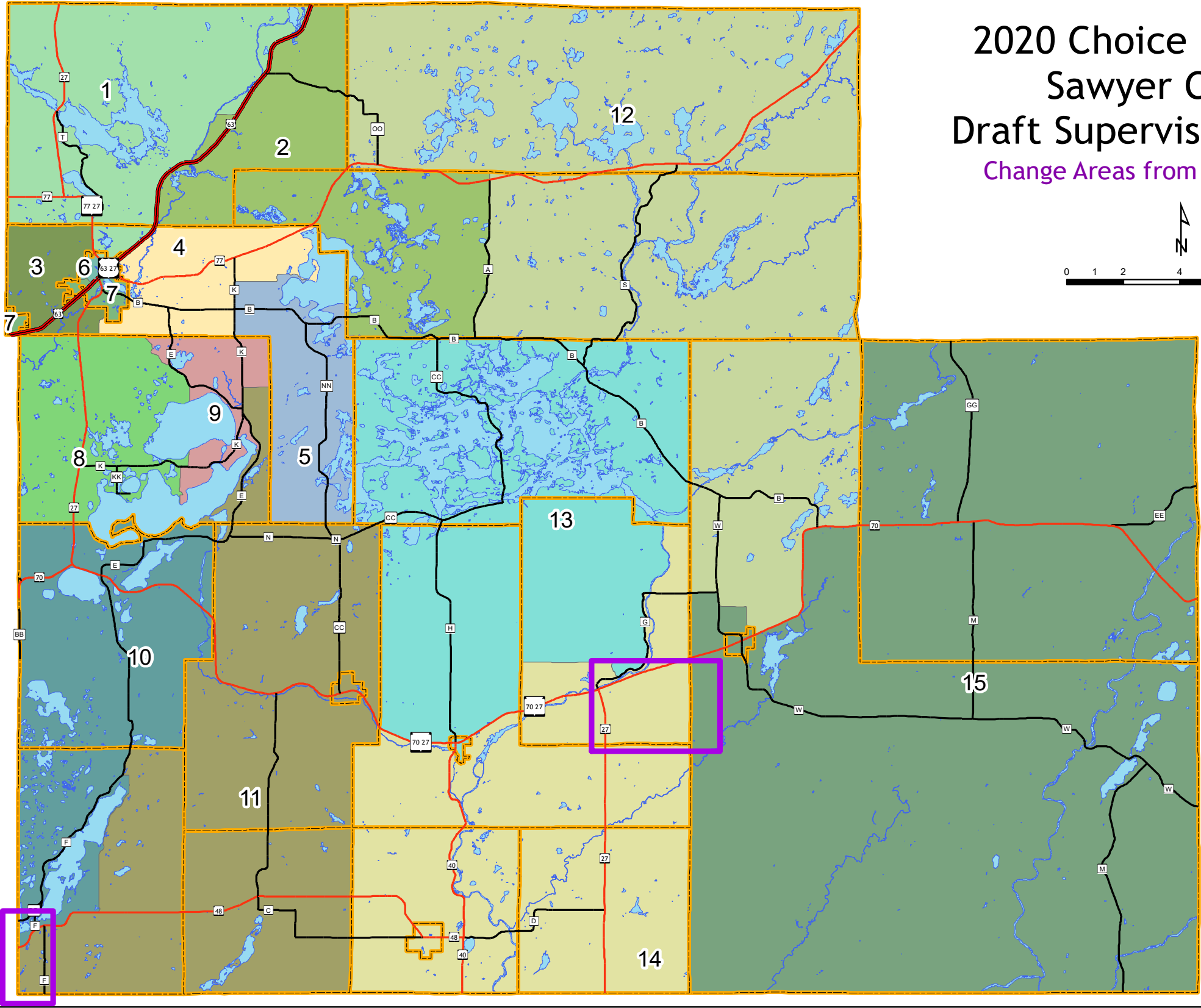
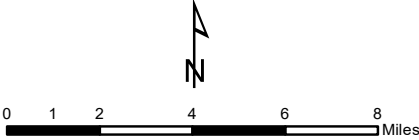
Exhibit C



0 1 2 4 6 8 Miles



2020 Choice 3 Version 2
Sawyer County
Draft Supervisory Districts
Change Areas from original version



District Population change

Ojibwa area
37 people from District 15 to 14

Edgewater area
46 people from District 10 to 11

Exhibit D



Ward Change Synopsis Based on Supervisory District Choice 3 Version 2

City of Hayward - One less ward likely. Small changes based on supervisory district locations.

Town of Bass Lake - One less ward likely. Small changes based on supervisory district locations.

Town of Couderay – One ward, no change.

Town of Draper – One ward, no change.

Town of Edgewater – Same number of wards as before with small changes based on supervisory district locations.

Town of Hayward – Very similar supervisory district locations. One less ward likely.

Town of Hunter - One ward, no change.

Town of Lenroot - Same number of wards as before with small changes based on supervisory district locations.

Town of Meadowbrook - One ward, no change.

Town of Meteor - One ward, no change.

Town of Ojibwa – Same number of wards as before with small changes based on supervisory district locations.

Town of Radisson - Two wards same as before, no change.

Town of Round Lake - Same number of wards as before with small changes based on supervisory district locations.

Town of Sand Lake - One ward, no change.

Town of Spider Lake - One ward, no change.

Town of Weirgor- One ward, no change.

Town of Winter- Same number of wards as before with small changes based on supervisory district locations.

Village of Couderay- One ward, no change.

Village of Exeland- One ward, no change.

Village of Radisson- One ward, no change.

Village of Winter- One ward, no change.

Meeting Minutes



**Sawyer County
Courthouse Expansion
Venture Project # 200032.00**
Design Meeting

When
September 13, 2021 at 12:00 PM
Where:
Sawyer County Courthouse-Assembly Room

Participants / Distribution

PRESENT		CC
SAWYER COUNTY	VENTURE ARCHITECTS	John Cain
Tom Hoff	Jack Blume	Sam Guadagnino
Ron Kinsley	John Sucharski	Marge Kelsey
Tim Hagberg	WI CIRCUIT COURTS	Joe Sajdera (SCSO)
Sheriff Doug Mrotek (SCSO)	Chris Channing	Anna Amparo
Jeff Johnson (SCSO)	Judge John Yackel	Andrew Daniels
		Dave Keating

Building Plan Review-Exterior and Interior Design Presentation

- 1) Grade at front entry to be raised around the parking area to omit the need for steps or ramp into the building. The front entry wall is moved back to the original location. Miron will look into cost impact to regrade portion of parking area to achieve this.
- 2) Omit the exterior door (#A120.1) in Judge's Chamber #120.
- 3) Also in Judge's Chamber #120, revise restroom #122 and move closet #121 to be next to the restroom.
- 4) For both Court Rooms, the elevations of Judge, Court Reporter and Clerk should be the same in both rooms.
- 5) Ramps from the well to the Clerk's area in both Court Room's for accessibility?
- 6) Omit sidelight from door #A140 for the IT Room #140.
- 7) Need office area in Mechanical #156 for 4 workspaces.
- 8) Holding Room #158 to be set up for "Out-of-State/Zoom" availability. Holding Room #J112 to possibly also be set up.
- 9) Check wall flashing along existing Jail/Sheriff building walls with the possible revised grades.
- 10) The existing cantilevered soffit and fascia to be removed back to face of building for the new fire wall. Relocate roof drain with minimal repitching and patching of roof.
- 11) Add windows to the new offices, #J101 & #J102, in the Sheriff's building.
- 12) Revise offices #J101 & #J102 to be equal in size but also working the doors around the ramping required because of elevation differences.
- 13) The 'secure' area of the new construction will be contained to Corridor #J108 and doors in the corridor to be detention doors. The five (5) new Holding Rooms will also have detention doors.

Meeting Minutes



**Sawyer County
Courthouse Expansion
Venture Project # 200032.00**

When
September 13, 2021 at 12:00 PM
Where:
Sawyer County Courthouse-Assembly Room

Design Meeting

- 14) Central Control controls the detention doors in Corridor #J108 and each Holding Room.
- 15) Add an exterior door in Corridor #132 by Holding Room #158. This new door and door #A160.4 to be key card access both sides.
- 16) The County will purchase new security equipment for use in the entry area. It was noted by the Sheriff's Department that it will not be staffed full time. Staffed only during the time of an in-court session.
- 17) The present shown one (1) Janitor's Closet by the Board Room was noted as being ok for the new addition.
- 18) Brian Nelson presented renderings of proposed exterior views of the building.
 - a) A masonry (precast or stone veneer) base was shown. An alternate will be indicated for EIFS.
 - b) The imagery shows a hipped north end over the Board Room. This will need to be worked out with the interior design.
- 19) Lisa Jansen, Elizabeth Yagel & Brooke Shackelford presented several different color palate's and material combinations. After a bit of discussion, the County had an interest in further reviewing three (3) different color/material palates.
 - a) The slate materials were looked at favorably.
 - b) The blonde wood that is in the current building is not preferred.
 - c) Long term durability was emphasized by the Owner group.
- 20) Mike DeYoung reviewed IT for the new building.
 - a) Accurate Controls will be involved with the project.
 - b) Mike needs to get drawings of "both campuses", so he can help tie in IT to addition.
 - c) The existing fiber line runs directly through the Veterans Building; this will need to be addressed during design.

Next Meeting

- 21) The next meeting will be Wednesday, September 22nd at 9AM with the following topics and timelines:
 - a) 10:00-11:00 Interior Finishes Discussion
 - b) 11:00-Noon Security Plan Discussion

END OF MEETING MINUTES

RESOLUTION APPROVING SAWYER COUNTY AIRPORT HANGAR GROUND LEASE AGREEMENT

3. Action by County Administrator. The County Administrator is hereby authorized to execute the Sawyer Aviation Hangar Ground Lease Agreement on behalf of the County and take whatever steps necessary to complete the transactions contemplated by this Resolution.

37 The subject matter of this Resolution and the Sawyer Aviation Hangar Ground Lease Agreement
38 was discussed by the Sawyer County Public Works Committee on September 8, 2021 and was
39 recommended for approval by the County Board at its meeting on September 16, 2021.

40
41
42 _____
43 Ron Kinsley, Chair
44 _____
45 Marc Helwig, Vice Chair

46 _____
47 Brian Bisonette, Member
48 _____
49 Dale Olson, Member

50 _____
51 Ed Peters, Member
52

53 The subject matter of this Resolution and the Sawyer Aviation Hangar Ground Lease Agreement
54 was approved by the Sawyer County Board of Supervisors this 16th day of September, 2021.

55
56
57 _____
58 Tweed Shuman,
59 Sawyer County Board of Supervisors Chair

60
61
62 _____
63 Lynn Fitch,
64 Sawyer County Clerk

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66 EXHIBIT A:
67 Sawyer Aviation, LLC Hangar Ground Lease Agreement

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HANGAR GROUND LEASE AGREEMENT

THIS HANGAR GROUND LEASE AGREEMENT (the "Lease") is made and entered into on the date indicated below, by and between Sawyer County, a political subdivision of the State of Wisconsin, ("Lessor"), and Sawyer Aviation, LLC, a Wisconsin limited liability company ("Lessee"). Lessor and Lessee may be referred to herein in the singular as a "Party" or collectively as the "Parties."

WHEREAS, Lessor owns and operates an airport known as the Sawyer County Municipal Airport at Hayward, Wisconsin (the "Airport"), and said Lessee is desirous of leasing from Lessor a certain parcel of land (the "Leased Premises") on the Airport property, hereinafter more fully described; and

WHEREAS, there presently exists a hangar on the Leased Premises described as Hangar No. 15405W (the "Hangar") and said Hangar is owned by Lessee; and

WHEREAS, Lessee will use the Leased Premises and existing Hangar for the purposes set forth in this Lease;

NOW, THEREFORE, for and in consideration of the rental charges, covenants and the agreements herein contained, Lessee does hereby hire, take and lease from Lessor and Lessor does hereby grant, demise and lease unto Lessee the following premises, rights and easements on and to the Airport upon the following terms and conditions:

1. **Property Description.** See attached Exhibit A of the Leased Premises.

2. **Term and Extension.** The term of this Lease shall be for a period of twenty (20) years commencing September 30, 2021. Lessee shall have the right to renew this Lease for one additional successive ten (10) year period under the same terms and conditions as set forth herein with the exception of the rent amount paid in Section 3 below, which shall be adjusted for inflation. Lessee shall provide Lessor six (6) months' notice in writing of Lessee's intent to extend the Lease term. In the event that Lessee should hold over and remain in possession of the Leased Premises after the expiration of the term of this Lease or upon termination for any other cause, such holding over shall be deemed not to operate as a renewal or extension of this Lease and shall be considered a month-to-month rental of the Leased Premises.

3. **Rent.**

(a) **Annual Rent.** Lessee shall pay to Lessor for the use of the Leased Premises a yearly rent of fifteen cents (\$0.15) per square foot for the land leased, for a total annual charge of \$864.90 ("Rent"). Rent shall be payable in advance on January 1, and on each anniversary thereof until this Lease terminates. Rent payments shall be due annually on January 1, without further notice from Lessor.

(b) **Rent Adjustment.** Rent shall be adjusted on an annual basis in conjunction with annual increases in the Consumer Price Index for All Urban Consumers in the Midwest published by the Bureau of Labor Statistics, U.S. Department of Labor, 1982-84 = 100. Notice of a rent adjustment that is effective for the next calendar year shall be delivered on or before November 1 of the year prior to the year for which such adjustment shall apply.

(c) **One-Time Assessment.** Lessee shall also pay a one-time assessment of One Thousand Dollars (\$1,000.00), payable to Lessor upon Lessee's execution of this Lease.

4. **Taxes.** Lessee shall pay all taxes and assessments that may be levied against the personal property or buildings, including the Hangar, of Lessee.

5. **Utilities.** Lessor shall be responsible for payment of all of its own utility expenses (gas, electric, telephone, heat, etc.) and at no time shall Lessee use the utilities of Lessor without Lessor's prior written consent, nor shall Lessee have its utility bills placed in the name of Lessor.

6. **Other Fees.** Nothing herein shall limit Lessor's right to impose, and Lessee's obligation to pay, any and all other fees which Lessor may establish from time to time for Airport services and privileges.

7. **Buildings and Structures.** Lessee shall have the right to maintain buildings or structures upon the Leased Premises, providing such buildings or structures are in accordance with all federal, state, and local regulations. All plans for such buildings or structures shall be reviewed and approved in writing by Lessor prior to construction.

8. **Permitted Uses.** Subject to the terms and conditions hereinafter set forth, Lessee is hereby given the following rights and privileges for the use of the Leased Premises during the term of this Lease:

(a) Lessor grants to Lessee the privilege of maintaining, occupying, and operating a hangar building upon the Leased Premises. Additional improvements shall require additional written approval from Lessor prior to construction.

(b) Lessee shall not construct living quarters or use space on the Leased Premises as living quarters.

(c) Lessee shall use the Hangar and any other improvements on the Leased Premises primarily for the storage of aircraft owned or leased by Lessee or Lessee's immediate family, affiliates, subsidiaries, officers, directors, or employees.

(d) Lessee shall have the right to install, operate, maintain, and store, subject to the approval of Lessor in the interest of safety and convenience of all concerned, all equipment necessary for the safe hangaring of such aircraft.

(e) Lessee shall not store any items outside of the Hangar without prior written approval of Lessor.

(f) Any additional use of the Leased Premises by Lessee not relating to such aircraft storage and maintenance thereof must be approved by Lessor in writing prior to such use and is subject to the Minimum Standards Ordinance.

(g) Lessee shall have the right to the non-exclusive use of the common areas of the Airport and improvements thereon, including, the terminal, roadways, aprons, taxiways, runways, and other conveniences for the take-off, flying, and landing of aircraft.

(h) Lessor covenants that Lessee shall and may peaceably and quietly have, hold and enjoy Leased Premises exclusively to it during the term of letting thereof unless such term shall cease, close, or expire sooner or shall be terminated as provided in this Lease.

At no time shall Lessee store any flammable material (except for fuel in the aircraft), nor shall Lessee store explosives or other dangerous or hazardous materials, in or around the Hangar, without Lessor's prior written consent.

Lessee shall not hereafter make use of the Leased Premises in any manner which might create electrical or electronic interference with navigational signals or radio communications, impair the ability of pilots to visually

distinguish the airfield, or otherwise endanger the landing, take-off, or maneuvering of aircraft. Lessor reserves the right to enter upon the Leased Premises hereby and abate any such hazard at the expense of Lessee.

9. Nonexclusive Rights. Lessee shall have the nonexclusive right, in common with others so authorized:

(a) To use the common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals, and other conveniences for the take-off, flying, and landing of aircraft.

(b) To use the Airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of Lessor to charge fees for the use of such areas.

(c) To use all access ways to and from the Leased Premises, limited to streets, driveways or sidewalks designated for such purposes by Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.

10. Hangar Maintenance. Lessee will maintain its Hangar, associated appurtenances, and the surrounding land in a safe, useful, clean, painted, neat, and orderly condition, and Lessee shall perform such repairs, maintenance, and upkeep as Lessor shall deem necessary and appropriate to maintain the safety of the Airport and to maintain the attractive, professional appearance of the Airport. Lessee shall provide all janitorial services within the Hangar. Lessee agrees that there will be no outside storage of equipment, materials, or supplies on the Leased Premises. Lessee further agrees not to deposit any trash, garbage, petroleum products, etc. on any part of the Airport. In the event Lessee fails to comply with this Section 10, Lessor may notify Lessee in writing that such maintenance, cleaning repair or replacement shall be done, and in the event that Lessee fails to correct the condition within fifteen (15) days of Lessor's written notice, Lessor may enter the Leased Premises and the Hangar and provide the necessary custodial service and bill Lessee for the expense thereof. In the event of fire or any other damage or casualty to structures owned by Lessee, Lessee shall repair, replace, or remove the damaged structure, and restore the Leased Premises to its original condition, within one hundred twenty (120) days of the date the damage occurred. Upon petition by Lessee, Lessor may grant an extension of time if it appears such extension is warranted.

11. Obstruction Lights. Whenever determined necessary by Lessor, Lessee agrees to install, maintain, and operate proper obstruction lights on the tops of all of Lessee's buildings or structures, at Lessee's sole cost.

12. Signs. No signs or advertising matter may be erected on the Leased Premises without the prior written consent of Lessor.

13. Rules and Regulations. Lessee agrees to observe and obey all current and future laws, ordinances, rules, and regulations (including the Minimum Standards Ordinance) promulgated and enforced by Lessor and by other proper authority having jurisdiction over the conduct of operations at the Airport, provided the same are consistent with the procedures proscribed or approved from time to time by the Federal Aviation Agency for landing and taking off of Lessee's aircraft.

14. Security. Lessee shall comply at all times with all federal and state security and safety regulations and mandates. A hangar shall be locked at all times when an aircraft is stored within the Hangar and Lessee, or Lessee's agent, is not present at the Hangar. Keys shall not be left in any unattended aircraft whether or not the aircraft is located within the Hangar.

15. Commercial Operations. Nothing in this Lease shall authorize Lessee to conduct any business operations or commercial enterprise or to act as a Fixed Base Operator (FBO) on the Leased Premises. All such

activities are prohibited without the prior written approval of Lessor. However, nothing herein shall be construed to prohibit Lessee from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

16. Airport Maintenance. Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing and taxi areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

17. Obstructions. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the Airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77.

18. Airport Development. Lessor reserves the right to further develop and improve the Airport as Lessor sees fit, regardless of the desires or views of Lessee, and without interference or hindrance from Lessee. If the development of the Airport requires the removal and/or relocation of Lessee's hangar building(s), Lessor and Lessee agree that such removal and/or relocation shall occur pursuant to the following terms and conditions:

- (a) Lessor will provide Lessee with written notice at least one hundred eighty (180) days prior to said removal and/or relocation, and
- (b) Lessor shall, in Lessor's sole discretion, either:
 - (i) Pay a third party to relocate Lessee's building(s) to a new location on the Airport, or
 - (ii) Pay Lessee the fair market value of the building(s).

19. Snow Removal. Lessor agrees to plow and remove the snow, at no extra charge, from the taxiways in front of the hangars, except within five (5) feet of hangar doors. The manner, speed and timeliness of snow removal shall be in the sole discretion of Lessor, and may vary from year to year and from snowfall to snowfall. Snow removal from the taxiways in front of Lessor's hangar shall be accomplished only after all runways, aprons, and primary taxiways have been first cleared. Lessee hereby releases and holds Lessor harmless from any liability for any and all damages, incurred by Lessee, caused by or arising from the manner, speed, or timeliness of Lessor's snow removal.

20. Right to Inspect. Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease, or to the operation of the Airport.

21. Hold Harmless and Indemnification. Lessee (including Lessee's members, managers, agents, employees, invitees officers, and representatives) agrees to protect, defend, reimburse, indemnify, and hold Lessor, as well as its agents, employees, administrators, representatives, and elected officers, and each of them, free and harmless at all times from and against any and all claims, liabilities, expenses, losses, costs, fines, and damages (including reasonable attorneys' fees) and causes of action of every kind and character against and from Lessor of any nature or by any reason, including, but not limited to, the following:

- (a) Theft or burglary in or about the Leased Premises;

- (b) Delay or interruption in any utility service from any cause whatsoever;
- (c) Fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever;
- (d) Any injury to any person or damage to any property; or
- (e) Failure to keep the Airport premises, appurtenances, fixtures and/or equipment in repair.
- (f) Damage to property or the environment, including any contamination of any part of the Leased Premises, such as the soil or storm water by fuels and other petroleum products, chemicals, or other substances deemed by the Federal Environmental Protection Agency to be environmental contaminants at the time this Lease is executed or may be redefined by the appropriate regulatory agencies in the future;
- (g) Bodily injury (including death) incurred or sustained by any party, arising out of or incident to or in connection with Lessor's use or occupancy of the improvements on the Leased Premises;
- (h) Acts, omissions or operations hereunder or the performance, nonperformance or purported performance of Lessor, any breach of the terms of this Lease, or any other failure to comply with the terms and conditions of this Lease; or
- (i) Failure to comply with any applicable laws.

Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges that it is an express condition of this Lease. This Section 211 shall survive the termination of this Lease and shall remain in full force and effect with respect to any and all claims, liabilities, expenses, losses, costs, fines, and damages (including reasonable attorneys' fees) and causes of action of every kind and character set forth herein. Compliance with the insurance requirements set forth in Section 23 shall not relieve Lessee of its liability or obligation to indemnify Lessor (including its agents, employees, administrators, representatives, and elected officials, invitees, committee members, and commission members) as set forth herein.

22. Personal Guaranty. Each officer or member of Lessee shall sign a Personal Guaranty, in the form set forth in Exhibit C, a copy of which is attached hereto and incorporated herein, to ensure the performance of Lessor's obligations set forth in this Lease.

23. Insurance. Lessee shall, during the entire term hereof and at its sole cost and expense, maintain fire and extended coverage insurance on the Hangar and all furniture, fixtures, equipment, and personal property owned by Lessee located on the Airport. Lessor shall have no obligation to provide insurance for any of Lessee's personal property, or for Lessee's buildings, fixtures, or equipment which may be attached to or placed upon the Leased Premises.

Lessee shall, during the entire term hereof and at its sole cost and expense, maintain comprehensive general liability insurance against claims for bodily injury or death occurring in or about the Leased Premises, such insurance to afford minimum protection during the term of this Lease of not less than \$1,000,000.00 with respect to bodily injury or death to any one person and not less than \$1,000,000.00 with respect to any one accident, and of not less than \$500,000.00 for property damage. Lessee shall furnish to Lessor a certificate of any such policies of insurance required under this Section.

- (a) The insurance policies required to be carried by Lessor hereunder shall contain provisions that such policies are not subject to cancellation or change without at least thirty (30) days' written notice to Lessee.

(b) Any insurance required to be maintained by Lessee under this Section may be provided and maintained by blanket insurance covering the Leased Premises and other locations, properties, and insurable interests of Lessee, provided that the coverage obtained by such blanket policy shall be in a manner sufficient to satisfy the obligations of Lessee under this Section.

24. Abandonment. If Lessee fails to use the Hangar, for the purpose of storing aircraft owned by Lessee, for a continuous period of twelve (12) months, then Lessor may, in Lessor's sole discretion, terminate this Lease.

25. Liens and Encumbrances. Lessee shall neither create, nor cause or permit to be created, any lien, encumbrance, security interest, or other charge, including liens for work, labor, or materials furnished, or alleged to have been furnished, on the Leased Premises.

26. Default and Termination.

(a) Default Defined. Lessee shall be deemed in default upon:

(i) Failure to pay rent or any other properly imposed fee within thirty (30) days after due date.

(ii) The filing of any petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization.

(iii) The commencement of any proceeding for dissolution or for the appointment of a receiver.

(iv) The making of an assignment for the benefit of creditors.

(v) Violation of any of the other terms or conditions of this Lease after written notice to cease and/or correct such violation has been served upon Lessee by Lessor, and after Lessee has failed to correct such violation within thirty (30) days of service of such notice (or such later deadline as may be established in the notice by Lessee). Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice. In the case of a violation which cannot with due diligence be cured within a period established, Lessee may apply to Lessor for an extension of time within which to cure said violation.

(b) Effect of Default. Default by Lessee shall authorize Lessor, at its sole option, to declare this Lease void, to cancel the same, and to re-enter and take possession of the Leased Premises.

(c) Remedies. Except otherwise provided herein, no right or remedy herein conferred shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

(d) Restoration of Property. Upon termination of this Lease, Lessee shall remove all of its buildings, equipment, and property, and restore the Leased Premises to its original vacant condition within ninety (90) days, unless Lessor agrees, in writing, to accept all or any part of the property which Lessee wishes to abandon. Abandoned structures and improvements shall become the property of Lessor.

(e) Non-waiver. Any intentional or unintentional waiver by Lessor of any violation of this Lease by Lessee shall not be construed or interpreted to be a waiver of any other prior, subsequent, or contemporaneous violation.

27. Assignment, Encumbrance, Transfer, Sublease, or Sale.

(a) Assignment, Encumbrance, Transfer, Sublease or Sale. Lessee shall not assign, encumber, transfer, sublease, or sell this Lease, in whole or in part, to any to any entity, lender, person, or other partnership without prior written consent from Lessor, which consent may be withheld in Lessor's sole and complete discretion. Lessor's consent may include specific requirements or conditions.

(b) Obligations Upon Assignment, Encumbrance, Transfer, Sublease, or Sale. Upon any assignment, encumbrance, transfer, sublease, or sale of this Lease, in whole or in part, to any entity, lender, person, or other partnership will not relieve Lessee of the obligation to ensure performance of the requirements set forth in this Lease. The terms of this Lease shall prevail over any terms or conditions set forth in any assignment, encumbrance, transfer, sublease, or sale agreement unless specifically agreed to by the Parties in an amendment to this Lease.

(c) Conditions for Any Assignment, Transfer, Sublease or Sale. Lessor may, in its discretion, refuse to review or consider any request for, or consent to, any assignment, encumbrance, transfer, sublease, or sale of this Lease, in part or in whole, unless all of the following terms are complied with:

(i) Lessee shall have paid all outstanding fees and/or rent and other amounts due which have accrued in favor of Lessor.

(ii) Lessee shall have met all other legal obligations to be performed, kept and observed by it under the terms and conditions of this Lease.

(iii) Lessee shall provide Lessor, at the time notice is given of any proposed assignment, with whatever information Lessor shall request concerning the identity, background, financial responsibility, and other qualifications of the entity or individual involved in any such proposed transfer. Lessee acknowledges that Lessor cannot and will not act upon any request for approval of any such proposed transfer unless and until complete and accurate information is supplied regarding the proposed transferee.

28. Title. Title to the Hangar shall remain with Lessee and shall be transferable to any entity, lender, person, or other partnership only after Lessor has the opportunity to purchase the Hangar for a fair and reasonable price, as determined by market value at that time of proposed sale. Notwithstanding the provisions of the Minimum Standards Ordinance, at the end of the Lease term or upon termination, Lessee shall have the right to sell the Hangar and any improvements located on the Leased Premises that Lessee owns, or remove the same, and the purchaser or Lessee shall remove the same at their expense.

29. First Right of Refusal. During the term of the Lease, Lessee hereby grants Lessor the right to have the first opportunity to purchase the Hangar if and when such becomes available and the first right to meet any other offer from a third party. The terms of any such third-party offer shall be delivered in writing to Lessor, and Lessor shall have thirty (30) days from receipt in which to agree to meet the terms of said offer. If Lessor does not elect to purchase the Hangar, Lessee may transfer the Hangar to the third party on the same terms of the original offer. If Lessee does not transfer the Hangar pursuant to said offer, the terms of this Section shall continue to apply.

30. Subordination. This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States or the State of Wisconsin relative to the operation or maintenance

of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this Lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

31. Nondiscrimination. Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(a) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's Improvements.

(b) In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

(c) Lessee shall use the Subject Property and Lessee's Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

32. National Emergency. During time of war or other state or national emergency, Lessor shall have the right to suspend this Lease, and to turn over operation and control of the Airport to the State of Wisconsin and/or the United States Government during any period when the Airport shall be closed by any lawful authority, thereby restricting the use of the Airport in such a manner as to interfere with the use of same by Lessee, the rent shall abate, and the period of such closure shall be added to the term of this Lease so as to extend and postpone the expiration thereof.

33. Additional Provisions.

(a) Acceptance. Lessee agrees to accept said Airport and Leased Premises in "as is" condition as they now exist, and fully assume all risks incident to the use thereof, subject to the provisions of this Lease.

(b) Relationship of Parties. Lessee is, and shall be deemed to be, an independent party responsible for its respective acts and omissions, and Lessor shall in no way be responsible for any acts of Lessee. It is further mutually understood and agreed that nothing herein contained is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the Parties hereto or as constituting Lessee as the agent or representative or employee of Lessor for any purpose or in any manner whatsoever.

(c) Successors and Assigns; Binding Effect. All terms and conditions of this Lease shall be binding upon any successor, assign, purchaser, or transferee of any interest herein. In addition, the terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the Parties hereto, as well as their respective heirs, successors, and assigns.

(d) Governing Law; Severability. This Lease shall be construed in accordance with the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice Lessor or Lessee in their respective rights and obligations contained in the valid

remaining covenants, conditions, and provisions of the Lease, and when such occurs, only such other covenants, conditions, or provisions shall be deleted as are incapable of enforcement.

(e) Amendments. All actions seeking amendment of this Lease shall be in writing approved and executed by both Parties. The Sawyer County Public Works Committee shall be charged with jurisdiction to review any requests to amend this Lease, and any amendment shall be approved by the Sawyer County Board of Supervisors.

(f) Entire Agreement. The Parties agree that this Lease constitutes the entire agreement between the Parties relating to the lease of the Leased Premises and Lessee's leasehold interest in the Leased Premises.

(g) Costs of Enforcement. Lessee covenants and agrees to pay and discharge all reasonable costs, attorneys' fees, and expenses that shall be made and incurred by Lessor in enforcing the covenants and provision of this Lease.

(h) Notices. All notices to either of the Parties shall be deemed validly given upon deposit in the United States Mail, certified, with proper postage and certified fee prepaid, addressed as follows:

To Lessor/Sawyer County:
Attention: Sawyer County Administrator
10610 Main Street, Suite 23
Hayward, WI 54843

To Lessee/Sawyer Aviation, LLC
Attention: _____

(i) Notice of Change in Address. The Parties shall provide the other Party written notice of any change in address or contact information within ten (10) days of such change.

(j) Authority to Act. The individual executing this Lease hereby represents and warrants that he has authority to act on behalf of Lessee and has authority to bind Lessee. The Sawyer County Administrator has the authority to bind Lessor.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Hangar Ground Lease Agreement as of the date referenced above.

SAWYER COUNTY

Sawyer Aviation, LLC

By: Thomas R. Hoff
Its: County Administrator

By: _____
Its: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

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

NOTARY PUBLIC
My commission expires: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

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

NOTARY PUBLIC
My commission expires: _____

EXHIBITS TO BE ATTACHED:
EXHIBIT A – LEASED PREMISES DESCRIPTION
EXHIBIT B – PERSONAL GUARANTY

Exhibit A
Leased Premises

If the development of the airport requires the relocation of the Lessee's improvements, the Lessor agrees to provide a comparable location and agrees to relocate all buildings and improvements or provide similar facilities for the Lessee at no cost to the Lessee.

18. SUBORDINATION CLAUSE: This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States of America or the State of Wisconsin relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended immediately and without provision for additional consideration to include provisions required by those agreements with the United States of America or the State of Wisconsin.

IN WITNESS WHEREOF, the parties have hereunto set their hands and
Seals this 30th day of September, 1991, in the City of Hayward,
Sawyer County, Wisconsin.

IN THE PRESENCE OF:

Julie Hoyer
Sandy Helke

LESSOR:

By: Robert H. Kinney (SEAL)
Robert H. Kinney, Sawyer County Board Chairman
By: Kris Mayberry (SEAL)
Kris Mayberry, Sawyer County Clerk

LESSEE:

Richard A. Stofa (SEAL)
Richard A. Stofa
Title: _____

Subscribed and sworn to before me this
* 30th day of Sept., 19 91
Julie Hoyer
Notary Public
My Commission (expires) 11-15-92

JULIE Hoyer
Notary Public-Sawyer Co., WI
My Commission Expires Nov 15, 1992

THIS DOCUMENT DRAFTED BY NORMAN L. YACKEL, ATTORNEY
SAWYER CORPORATION COUNSEL

Wt
Gd





PERSONAL GUARANTY

The undersigned _____ ("Guarantor"), in consideration for and as an inducement to Sawyer County (the "County") to enter into the Hangar Ground Lease Agreement ("Lease Agreement") dated September 30, 2021, does hereby absolutely and unconditionally personally guaranty the performance of Sawyer Aviation, LLC, as Lessee (herein "Lessee"), for performance of all the terms and conditions imposed upon Lessee in the Lease Agreement. Guarantor does hereby waive all notice of default on the part of Lessee.

This Guaranty benefits the County and its successors and assigns, and binds Guarantor, and Guarantor's heirs, personal representatives, successors and assigns. This Guaranty shall continue in full force and effect notwithstanding any change in structure or status of Lessee or the County, whether by merger, consolidation, reorganization or otherwise, or assignment of this Guaranty to a successor of the County.

This Guaranty is intended by Guarantor and the County as a final expression of this Guaranty and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Guaranty. This Guaranty may not be supplemented or modified except in writing signed by both Guarantor and the County. This Guaranty shall be construed according to the laws of the State of Wisconsin.

Guarantor acknowledges and agrees that the County (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to Guarantor for, and (c) has no duty to provide information to Guarantor regarding, the enforceability of any of the obligations or the financial condition of Lessee or another guarantor. **Guarantor has independently determined the ability of Lessee to perform the required obligations set forth in the Lease Agreement, and until the obligations set forth in the Lease Agreement are completed, Guarantor will independently and without reliance on the County continue to make such determinations.**

GUARANTOR AND THE COUNTY KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS GUARANTY, THE OBLIGATIONS GUARANTEED BY THIS GUARANTY, OR ANY CONDUCT, ACT OR OMISSION OF THE COUNTY, AND AGREE AND CONSENT THAT ANY SUCH ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM SHALL BE DECIDED BY TRIAL TO THE COURT WITHOUT A JURY. GUARANTOR ACKNOWLEDGES AND UNDERSTANDS THAT THIS WAIVER AND CONSENT CONSTITUTES A MATERIAL INDUCEMENT TO THE COUNTY TO ENTER INTO THE TRANSACTION WITH LESSEE.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned Guarantor has executed and delivered this Guaranty to take effect as of the date noted below.

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_____, an individual

Date

MARITAL PURPOSE STATEMENT. Guarantor is married and represents that the obligations in this Guaranty are incurred in the interest of his marriage or family.

_____, an individual

Date

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public in 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: _____

SPOUSAL CONSENT TO GUARANTY

To: Sawyer County
Sawyer Aviation, LLC

My spouse, _____, has agreed to personally guaranty the obligations of Sawyer Aviation, LLC owed to Sawyer County pursuant to the Hangar Ground Lease Agreement dated September 30, 2021. I consent to this act by my spouse.

Dated as of _____, 2021.

Name: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public in 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: _____



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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 wishes to enter into those certain Hangar Ground Lease Agreement with David McCorquodale (“McCorquodale”), as set forth in Exhibit A, which is attached hereto and incorporated herein;

WHEREAS, the County Board considered this Resolution and the McCorquodale Hangar Ground Lease Agreement at its meeting on September 16, 2021, and voted to approve the McCorquodale Hangar Ground Lease Agreement.

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.

3. Action by County Administrator. The County Administrator is hereby authorized to execute the McCorquodale Hangar Ground Lease Agreement on behalf of the County and take whatever steps necessary to complete the transactions contemplated by this Resolution.

37 The subject matter of this Resolution and the McCorquodale Hangar Ground Lease Agreement
38 was discussed by the Sawyer County Public Works Committee on September 8, 2021 and was
39 recommended for approval by the County Board at its meeting on September 16, 2021.

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Ron Kinsley, Chair

Marc Helwig, Vice Chair

Brian Bisonette, Member

Dale Olson, Member

Ed Peters, Member

53 The subject matter of this Resolution and the McCorquodale Hangar Ground Lease Agreement
54 was approved by the Sawyer County Board of Supervisors this 16th day of September, 2021.

58 Tweed Shuman,
59 Sawyer County Board of Supervisors Chair

63 Lynn Fitch,
64 Sawyer County Clerk

66 EXHIBIT A:
67 McCorquodale Hangar Ground Lease Agreement

HANGAR GROUND LEASE AGREEMENT

THIS HANGAR GROUND LEASE AGREEMENT (the "Lease") is made and entered into on the date indicated below, by and between Sawyer County, a political subdivision of the State of Wisconsin, ("Lessor"), and David McCorquodale ("Lessee"). Lessor and Lessee may be referred to herein in the singular as a "Party" or collectively as the "Parties."

WHEREAS, Lessor owns and operates an airport known as the Sawyer County Municipal Airport at Hayward, Wisconsin (the "Airport"), and said Lessee is desirous of leasing from Lessor a certain parcel of land (the "Leased Premises") on the Airport property, hereinafter more fully described; and

WHEREAS, there presently exists a hangar on the Leased Premises described as Hangar No. _____ (the "Hangar") and said Hangar is owned by Lessee; and

WHEREAS, Lessee will use the Leased Premises and existing Hangar for the purposes set forth in this Lease;

NOW, THEREFORE, for and in consideration of the rental charges, covenants and the agreements herein contained, Lessee does hereby hire, take and lease from Lessor and Lessor does hereby grant, demise and lease unto Lessee the following premises, rights and easements on and to the Airport upon the following terms and conditions:

1. Property Description. See attached Exhibit A of the Leased Premises.

2. Term and Extension. The term of this Lease shall be for a period of twenty (20) years commencing September 30, 2021. Lessee shall have the right to renew this Lease for one additional successive ten (10) year period under the same terms and conditions as set forth herein with the exception of the rent amount paid in Section 3 below, which shall be adjusted for inflation. Lessee shall provide Lessor six (6) months' notice in writing of Lessee's intent to extend the Lease term. In the event that Lessee should hold over and remain in possession of the Leased Premises after the expiration of the term of this Lease or upon termination for any other cause, such holding over shall be deemed not to operate as a renewal or extension of this Lease and shall be considered a month-to-month rental of the Leased Premises.

3. Rent.

(a) **Annual Rent.** Lessee shall pay to Lessor for the use of the Leased Premises a yearly rent of fifteen cents (\$0.15) per square foot for the land leased, for a total annual charge of \$540.00 ("Rent"). Rent shall be payable in advance on January 1, and on each anniversary thereof until this Lease terminates. Rent payments shall be due annually on January 1, without further notice from Lessor.

(b) **Rent Adjustment.** Rent shall be adjusted on an annual basis in conjunction with annual increases in the Consumer Price Index for All Urban Consumers in the Midwest published by the Bureau of Labor Statistics, U.S. Department of Labor, 1982-84 = 100. Notice of a rent adjustment that is effective for the next calendar year shall be delivered on or before November 1 of the year prior to the year for which such adjustment shall apply.

(c) **One-Time Assessment.** Lessee shall also pay a one-time assessment of One Thousand Dollars (\$1,000.00), payable to Lessor upon Lessee's execution of this Lease.

4. Taxes. Lessee shall pay all taxes and assessments that may be levied against the personal property or buildings, including the Hangar, of Lessee.

5. **Utilities.** Lessor shall be responsible for payment of all of its own utility expenses (gas, electric, telephone, heat, etc.) and at no time shall Lessee use the utilities of Lessor without Lessor's prior written consent, nor shall Lessee have its utility bills placed in the name of Lessor.

6. **Other Fees.** Nothing herein shall limit Lessor's right to impose, and Lessee's obligation to pay, any and all other fees which Lessor may establish from time to time for Airport services and privileges.

7. **Buildings and Structures.** Lessee shall have the right to maintain buildings or structures upon the Leased Premises, providing such buildings or structures are in accordance with all federal, state, and local regulations. All plans for such buildings or structures shall be reviewed and approved in writing by Lessor prior to construction.

8. **Permitted Uses.** Subject to the terms and conditions hereinafter set forth, Lessee is hereby given the following rights and privileges for the use of the Leased Premises during the term of this Lease:

(a) Lessor grants to Lessee the privilege of maintaining, occupying, and operating a hangar building upon the Leased Premises. Additional improvements shall require additional written approval from Lessor prior to construction.

(b) Lessee shall not construct living quarters or use space on the Leased Premises as living quarters.

(c) Lessee shall use the Hangar and any other improvements on the Leased Premises primarily for the storage of aircraft owned or leased by Lessee or Lessee's immediate family, affiliates, subsidiaries, officers, directors, or employees.

(d) Lessee shall have the right to install, operate, maintain, and store, subject to the approval of Lessor in the interest of safety and convenience of all concerned, all equipment necessary for the safe hangaring of such aircraft.

(e) Lessee shall not store any items outside of the Hangar without prior written approval of Lessor.

(f) Any additional use of the Leased Premises by Lessee not relating to such aircraft storage and maintenance thereof must be approved by Lessor in writing prior to such use and is subject to the Minimum Standards Ordinance.

(g) Lessee shall have the right to the non-exclusive use of the common areas of the Airport and improvements thereon, including, the terminal, roadways, aprons, taxiways, runways, and other conveniences for the take-off, flying, and landing of aircraft.

(h) Lessor covenants that Lessee shall and may peaceably and quietly have, hold and enjoy Leased Premises exclusively to it during the term of letting thereof unless such term shall cease, close, or expire sooner or shall be terminated as provided in this Lease.

At no time shall Lessee store any flammable material (except for fuel in the aircraft), nor shall Lessee store explosives or other dangerous or hazardous materials, in or around the Hangar, without Lessor's prior written consent.

Lessee shall not hereafter make use of the Leased Premises in any manner which might create electrical or electronic interference with navigational signals or radio communications, impair the ability of pilots to visually

distinguish the airfield, or otherwise endanger the landing, take-off, or maneuvering of aircraft. Lessor reserves the right to enter upon the Leased Premises hereby and abate any such hazard at the expense of Lessee.

9. Nonexclusive Rights. Lessee shall have the nonexclusive right, in common with others so authorized:

(a) To use the common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals, and other conveniences for the take-off, flying, and landing of aircraft.

(b) To use the Airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of Lessor to charge fees for the use of such areas.

(c) To use all access ways to and from the Leased Premises, limited to streets, driveways or sidewalks designated for such purposes by Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.

10. Hangar Maintenance. Lessee will maintain its Hangar, associated appurtenances, and the surrounding land in a safe, useful, clean, painted, neat, and orderly condition, and Lessee shall perform such repairs, maintenance, and upkeep as Lessor shall deem necessary and appropriate to maintain the safety of the Airport and to maintain the attractive, professional appearance of the Airport. Lessee shall provide all janitorial services within the Hangar. Lessee agrees that there will be no outside storage of equipment, materials, or supplies on the Leased Premises. Lessee further agrees not to deposit any trash, garbage, petroleum products, etc. on any part of the Airport. In the event Lessee fails to comply with this Section 10, Lessor may notify Lessee in writing that such maintenance, cleaning repair or replacement shall be done, and in the event that Lessee fails to correct the condition within fifteen (15) days of Lessor's written notice, Lessor may enter the Leased Premises and the Hangar and provide the necessary custodial service and bill Lessee for the expense thereof. In the event of fire or any other damage or casualty to structures owned by Lessee, Lessee shall repair, replace, or remove the damaged structure, and restore the Leased Premises to its original condition, within one hundred twenty (120) days of the date the damage occurred. Upon petition by Lessee, Lessor may grant an extension of time if it appears such extension is warranted.

11. Obstruction Lights. Whenever determined necessary by Lessor, Lessee agrees to install, maintain, and operate proper obstruction lights on the tops of all of Lessee's buildings or structures, at Lessee's sole cost.

12. Signs. No signs or advertising matter may be erected on the Leased Premises without the prior written consent of Lessor.

13. Rules and Regulations. Lessee agrees to observe and obey all current and future laws, ordinances, rules, and regulations (including the Minimum Standards Ordinance) promulgated and enforced by Lessor and by other proper authority having jurisdiction over the conduct of operations at the Airport, provided the same are consistent with the procedures proscribed or approved from time to time by the Federal Aviation Agency for landing and taking off of Lessee's aircraft.

14. Security. Lessee shall comply at all times with all federal and state security and safety regulations and mandates. A hangar shall be locked at all times when an aircraft is stored within the Hangar and Lessee, or Lessee's agent, is not present at the Hangar. Keys shall not be left in any unattended aircraft whether or not the aircraft is located within the Hangar.

15. Commercial Operations. Nothing in this Lease shall authorize Lessee to conduct any business operations or commercial enterprise or to act as a Fixed Base Operator (FBO) on the Leased Premises. All such

activities are prohibited without the prior written approval of Lessor. However, nothing herein shall be construed to prohibit Lessee from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

16. Airport Maintenance. Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing and taxi areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

17. Obstructions. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the Airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77.

18. Airport Development. Lessor reserves the right to further develop and improve the Airport as Lessor sees fit, regardless of the desires or views of Lessee, and without interference or hindrance from Lessee. If the development of the Airport requires the removal and/or relocation of Lessee's hangar building(s), Lessor and Lessee agree that such removal and/or relocation shall occur pursuant to the following terms and conditions:

- (a) Lessor will provide Lessee with written notice at least one hundred eighty (180) days prior to said removal and/or relocation, and
- (b) Lessor shall, in Lessor's sole discretion, either:
 - (i) Pay a third party to relocate Lessee's building(s) to a new location on the Airport, or
 - (ii) Pay Lessee the fair market value of the building(s).

19. Snow Removal. Lessor agrees to plow and remove the snow, at no extra charge, from the taxiways in front of the hangars, except within five (5) feet of hangar doors. The manner, speed and timeliness of snow removal shall be in the sole discretion of Lessor, and may vary from year to year and from snowfall to snowfall. Snow removal from the taxiways in front of Lessor's hangar shall be accomplished only after all runways, aprons, and primary taxiways have been first cleared. Lessee hereby releases and holds Lessor harmless from any liability for any and all damages, incurred by Lessee, caused by or arising from the manner, speed, or timeliness of Lessor's snow removal.

20. Right to Inspect. Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease, or to the operation of the Airport.

21. Hold Harmless and Indemnification. Lessee (including Lessee's members, managers, agents, employees, invitees officers, and representatives) agrees to protect, defend, reimburse, indemnify, and hold Lessor, as well as its agents, employees, administrators, representatives, and elected officers, and each of them, free and harmless at all times from and against any and all claims, liabilities, expenses, losses, costs, fines, and damages (including reasonable attorneys' fees) and causes of action of every kind and character against and from Lessor of any nature or by any reason, including, but not limited to, the following:

- (a) Theft or burglary in or about the Leased Premises;

- (b) Delay or interruption in any utility service from any cause whatsoever;
- (c) Fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever;
- (d) Any injury to any person or damage to any property; or
- (e) Failure to keep the Airport premises, appurtenances, fixtures and/or equipment in repair.
- (f) Damage to property or the environment, including any contamination of any part of the Leased Premises, such as the soil or storm water by fuels and other petroleum products, chemicals, or other substances deemed by the Federal Environmental Protection Agency to be environmental contaminants at the time this Lease is executed or may be redefined by the appropriate regulatory agencies in the future;
- (g) Bodily injury (including death) incurred or sustained by any party, arising out of or incident to or in connection with Lessor's use or occupancy of the improvements on the Leased Premises;
- (h) Acts, omissions or operations hereunder or the performance, nonperformance or purported performance of Lessor, any breach of the terms of this Lease, or any other failure to comply with the terms and conditions of this Lease; or
- (i) Failure to comply with any applicable laws.

Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges that it is an express condition of this Lease. This Section 211 shall survive the termination of this Lease and shall remain in full force and effect with respect to any and all claims, liabilities, expenses, losses, costs, fines, and damages (including reasonable attorneys' fees) and causes of action of every kind and character set forth herein. Compliance with the insurance requirements set forth in Section 22 shall not relieve Lessee of its liability or obligation to indemnify Lessor (including its agents, employees, administrators, representatives, and elected officials, invitees, committee members, and commission members) as set forth herein.

22. Insurance. Lessee shall, during the entire term hereof and at its sole cost and expense, maintain fire and extended coverage insurance on the Hangar and all furniture, fixtures, equipment, and personal property owned by Lessee located on the Airport. Lessor shall have no obligation to provide insurance for any of Lessee's personal property, or for Lessee's buildings, fixtures, or equipment which may be attached to or placed upon the Leased Premises.

Lessee shall, during the entire term hereof and at its sole cost and expense, maintain comprehensive general liability insurance against claims for bodily injury or death occurring in or about the Leased Premises, such insurance to afford minimum protection during the term of this Lease of not less than \$1,000,000.00 with respect to bodily injury or death to any one person and not less than \$1,000,000.00 with respect to any one accident, and of not less than \$500,000.00 for property damage. Lessee shall furnish to Lessor a certificate of any such policies of insurance required under this Section.

- (a) The insurance policies required to be carried by Lessor hereunder shall contain provisions that such policies are not subject to cancellation or change without at least thirty (30) days' written notice to Lessee.
- (b) Any insurance required to be maintained by Lessee under this Section may be provided and maintained by blanket insurance covering the Leased Premises and other locations, properties, and insurable interests of Lessee, provided that the coverage obtained by such blanket policy shall be in a manner sufficient to satisfy the obligations of Lessee under this Section.

23. Abandonment. If Lessee fails to use the Hangar, for the purpose of storing aircraft owned by Lessee, for a continuous period of twelve (12) months, then Lessor may, in Lessor's sole discretion, terminate this Lease.

24. Liens and Encumbrances. Lessee shall neither create, nor cause or permit to be created, any lien, encumbrance, security interest, or other charge, including liens for work, labor, or materials furnished, or alleged to have been furnished, on the Leased Premises.

25. Default and Termination.

(a) Default Defined. Lessee shall be deemed in default upon:

(i) Failure to pay rent or any other properly imposed fee within thirty (30) days after due date.

(ii) The filing of any petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization.

(iii) The commencement of any proceeding for dissolution or for the appointment of a receiver.

(iv) The making of an assignment for the benefit of creditors.

(v) Violation of any of the other terms or conditions of this Lease after written notice to cease and/or correct such violation has been served upon Lessee by Lessor, and after Lessee has failed to correct such violation within thirty (30) days of service of such notice (or such later deadline as may be established in the notice by Lessee). Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice. In the case of a violation which cannot with due diligence be cured within a period established, Lessee may apply to Lessor for an extension of time within which to cure said violation.

(b) Effect of Default. Default by Lessee shall authorize Lessor, at its sole option, to declare this Lease void, to cancel the same, and to re-enter and take possession of the Leased Premises.

(c) Remedies. Except otherwise provided herein, no right or remedy herein conferred shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

(d) Restoration of Property. Upon termination of this Lease, Lessee shall remove all of its buildings, equipment, and property, and restore the Leased Premises to its original vacant condition within ninety (90) days, unless Lessor agrees, in writing, to accept all or any part of the property which Lessee wishes to abandon. Abandoned structures and improvements shall become the property of Lessor.

(e) Non-waiver. Any intentional or unintentional waiver by Lessor of any violation of this Lease by Lessee shall not be construed or interpreted to be a waiver of any other prior, subsequent, or contemporaneous violation.

26. Assignment, Encumbrance, Transfer, Sublease, or Sale.

(a) Assignment, Encumbrance, Transfer, Sublease or Sale. Lessee shall not assign, encumber, transfer, sublease, or sell this Lease, in whole or in part, to any to any entity, lender, person, or other partnership without prior written consent from Lessor, which consent may be withheld in Lessor's sole and complete discretion. Lessor's consent may include specific requirements or conditions.

(b) Obligations Upon Assignment, Encumbrance, Transfer, Sublease, or Sale. Upon any assignment, encumbrance, transfer, sublease, or sale of this Lease, in whole or in part, to any entity, lender, person, or other partnership will not relieve Lessee of the obligation to ensure performance of the requirements set forth in this Lease. The terms of this Lease shall prevail over any terms or conditions set forth in any assignment, encumbrance, transfer, sublease, or sale agreement unless specifically agreed to by the Parties in an amendment to this Lease.

(c) Conditions for Any Assignment, Transfer, Sublease or Sale. Lessor may, in its discretion, refuse to review or consider any request for, or consent to, any assignment, encumbrance, transfer, sublease, or sale of this Lease, in part or in whole, unless all of the following terms are complied with:

(i) Lessee shall have paid all outstanding fees and/or rent and other amounts due which have accrued in favor of Lessor.

(ii) Lessee shall have met all other legal obligations to be performed, kept and observed by it under the terms and conditions of this Lease.

(iii) Lessee shall provide Lessor, at the time notice is given of any proposed assignment, with whatever information Lessor shall request concerning the identity, background, financial responsibility, and other qualifications of the entity or individual involved in any such proposed transfer. Lessee acknowledges that Lessor cannot and will not act upon any request for approval of any such proposed transfer unless and until complete and accurate information is supplied regarding the proposed transferee.

27. Title. Title to the Hangar shall remain with Lessee and shall be transferable to any entity, lender, person, or other partnership only after Lessor has the opportunity to purchase the Hangar for a fair and reasonable price, as determined by market value at that time of proposed sale. Notwithstanding the provisions of the Minimum Standards Ordinance, at the end of the Lease term or upon termination, Lessee shall have the right to sell the Hangar and any improvements located on the Leased Premises that Lessee owns, or remove the same, and the purchaser or Lessee shall remove the same at their expense.

28. First Right of Refusal. During the term of the Lease, Lessee hereby grants Lessor the right to have the first opportunity to purchase the Hangar if and when such becomes available and the first right to meet any other offer from a third party. The terms of any such third-party offer shall be delivered in writing to Lessor, and Lessor shall have thirty (30) days from receipt in which to agree to meet the terms of said offer. If Lessor does not elect to purchase the Hangar, Lessee may transfer the Hangar to the third party on the same terms of the original offer. If Lessee does not transfer the Hangar pursuant to said offer, the terms of this Section shall continue to apply.

29. Subordination. This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States or the State of Wisconsin relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this Lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

30. Nondiscrimination. Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(a) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's Improvements.

(b) In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

(c) Lessee shall use the Subject Property and Lessee's Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

31. National Emergency. During time of war or other state or national emergency, Lessor shall have the right to suspend this Lease, and to turn over operation and control of the Airport to the State of Wisconsin and/or the United States Government during any period when the Airport shall be closed by any lawful authority, thereby restricting the use of the Airport in such a manner as to interfere with the use of same by Lessee, the rent shall abate, and the period of such closure shall be added to the term of this Lease so as to extend and postpone the expiration thereof.

32. Additional Provisions.

(a) Acceptance. Lessee agrees to accept said Airport and Leased Premises in "as is" condition as they now exist, and fully assume all risks incident to the use thereof, subject to the provisions of this Lease.

(b) Relationship of Parties. Lessee is, and shall be deemed to be, an independent party responsible for its respective acts and omissions, and Lessor shall in no way be responsible for any acts of Lessee. It is further mutually understood and agreed that nothing herein contained is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the Parties hereto or as constituting Lessee as the agent or representative or employee of Lessor for any purpose or in any manner whatsoever.

(c) Successors and Assigns; Binding Effect. All terms and conditions of this Lease shall be binding upon any successor, assign, purchaser, or transferee of any interest herein. In addition, the terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the Parties hereto, as well as their respective heirs, successors, and assigns.

(d) Governing Law; Severability. This Lease shall be construed in accordance with the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice Lessor or Lessee in their respective rights and obligations contained in the valid remaining covenants, conditions, and provisions of the Lease, and when such occurs, only such other covenants, conditions, or provisions shall be deleted as are incapable of enforcement.

(e) Amendments. All actions seeking amendment of this Lease shall be in writing approved and executed by both Parties. The Sawyer County Public Works Committee shall be charged with jurisdiction to review any requests to amend this Lease, and any amendment shall be approved by the Sawyer County Board of Supervisors.

(f) Entire Agreement. The Parties agree that this Lease constitutes the entire agreement between the Parties relating to the lease of the Leased Premises and Lessee's leasehold interest in the Leased Premises.

(g) Costs of Enforcement. Lessee covenants and agrees to pay and discharge all reasonable costs, attorneys' fees, and expenses that shall be made and incurred by Lessor in enforcing the covenants and provision of this Lease.

(h) Notices. All notices to either of the Parties shall be deemed validly given upon deposit in the United States Mail, certified, with proper postage and certified fee prepaid, addressed as follows:

To Lessor/Sawyer County:
Attention: County Administrator
10610 Main Street, Suite 23
Hayward, WI 54843

To Lessee/David McCorquodale
Attention: _____

(i) Notice of Change in Address. The Parties shall provide the other Party written notice of any change in address or contact information within ten (10) days of such change.

(j) Authority to Act. The individual executing this Lease hereby represents and warrants that he has authority to act on behalf of Lessee and has authority to bind Lessee. The Sawyer County Administrator has the authority to bind Lessor.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Hangar Ground Lease Agreement as of the date referenced above.

SAWYER COUNTY

DAVID MCCORQUODALE.

By: Thomas R. Hoff
Its: County Administrator

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: _____

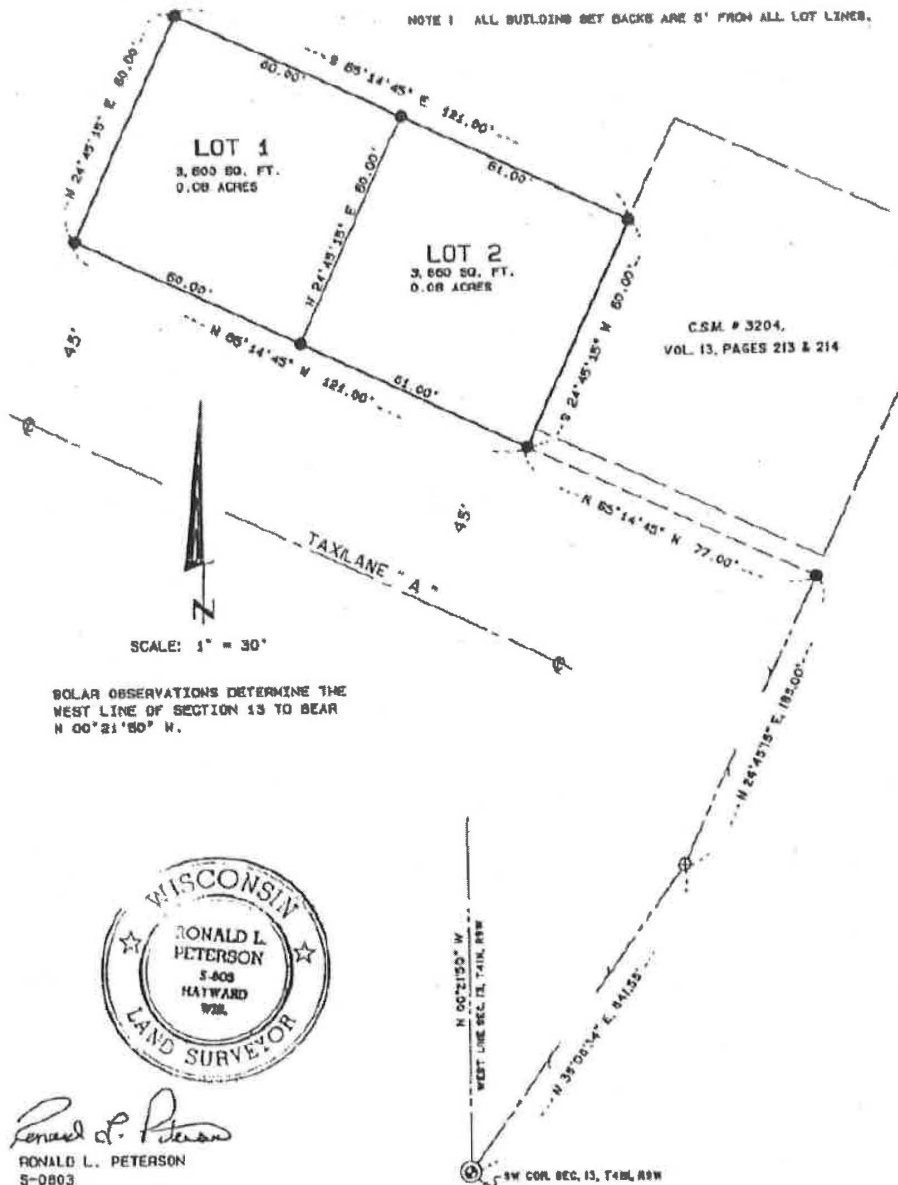
STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

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

NOTARY PUBLIC
My commission expires: _____

EXHIBITS TO BE ATTACHED:
EXHIBIT A – LEASED PREMISES DESCRIPTION

Exhibit A
Leased Premises



Ronald L. Peterson
RONALD L. PETERSON
S-0803
SEPTEMBER 4, 1991

CERTIFIED SURVEY MAP
PART OF THE SW-1/4, SEC. 13,
T4N, R9W, TOWN OF HAYWARD,
SANDY COUNTY, WISCONSIN.

LEGEND
① FD. 2 1/2" IP W/BRASS CAP
② FD. 1" IRON PIPE
● SET 11/4" x 30" IP, NT=1.13/FT

HEART OF THE NORTH
SURVEYS INC. SEPT. 4, 1991
RT. 10, BOX 251 S113-106
HAYWARD, WISC. 54843
715-634-2442 PAGE 1 OF 2

Official Survey Map **3430**

34

I, Ronald L. Peterson, Wisconsin Registered Land Surveyor hereby certify that in compliance with Chapter 236.34 of the Wisconsin Statutes, I have surveyed, and mapped the land herein described, and that in my opinion this map is a correct representation of the survey made, to the best of my knowledge and ability, and that this survey has been made under the direction of SAWYER COUNTY, owner.

This land is located in the SW1/4-SW1/4, Section 13, T41N, R9W, Town of Hayward, Sawyer County Wisconsin described as follows:

Commencing at the Southwest corner of Section 13, T 41 N, R 9 W,
Thence N 35°00'54" E, 841.55 feet, Thence N 24°45'15" E, 185.00 feet,
Thence N 65°14'45" W, 77.00 feet to the ACTUAL POINT OF BEGINNING,
Thence continue N 65°14'45" W, 121.00 feet, Thence N 24°45'15" E, 60.00
feet, Thence S 65°14'45" E, 121.00 feet, Thence S 24°45'15" W, 60.00
feet to the POINT OF BEGINNING.

Subject to all existing easements and reservations.

Note! Sawyer County has created these parcels for usage in a lease agreement for the construction of aircraft hangers.



Northwoods Beach Land Sale List – 2020

legacy parcel identification number	abbreviated legal description	section township range	approx. acreage	minimum bid \$
	TOWN OF BASS LAKE			
01. 002-103-13 2000	Abendpost Beach Subdivision, Lot 20, Block 13	30.40.8	.069	\$ 300
03. 002-103-24-1800	Abendpost Beach Subdivision, Lots 18 & 19, Block 24	30.40.8	.138	\$ 600
04. 002-106-09-0700	Abendpost Beach Subdivision, 1st Addition, Lot 7, Block 9	31.40.8	.236	\$ 1100
05. 002-109-02 1900	Abendpost Beach Subdivision, 2 nd Addition, Lots 19-28, Incl, Block 2	31.40.8	.689	\$ 9,600
06. 002-109-10-1900	Abendpost Beach Subdivision, 2 nd Addition, Lots 19 & 20, Block 10	31.40.8	.138	\$ 600
07. 002-109-13 2400	Abendpost Beach Subdivision 2 nd Addition, Lot 24, Block 13	31.40.8	.069	\$ 300
09. 002-109-42 3500	Abendpost Beach Subdivision 2 nd Addition, Lots 35 and 36, Block 42	31.40.8	.161	\$ 700
11. 002-121-11-0103	Community Beach Subdivision, Lots 1-2 Block 11	30.40.8	.138	\$ 600
12. 002-136-08 2600	Dixon Beach Subdivision, Lot 26, Block 8	30.40.8	.069	\$ 300
13. 002-136-09 3500	Dixon Beach Subdivision, Lots 35 and 36, Block 9	30.40.8	.138	\$ 600
14. 002-136-10 2100	Dixon Beach Subdivision, Lots 21 and 22, Block 10	30.40.8	.138	\$ 600
15. 002-145-15 2300	Janesville Beach Subdivision, Lots 23, 24, and 25, Block 15	30.40.8	.207	\$ 900
16. 002-145-15 2900	Janesville Beach Subdivision, Lot 29, Block 15	30.40.8	.069	\$ 300
17. 002-157-04 0900	Malar Beach Subdivision, Lots 9, 10, and 11, Block 4	30.40.8	.207	\$ 900
18. 002-157-05 1500	Malar Beach Subdivision, Lots 15 and 16, Block 5	30.40.8	.138	\$ 600
19. 002-157-17 0800	Malar Beach Subdivision, Lot 8, Block 17	30.40.8	.069	\$ 300
20. 002-157-17 2800	Malar Beach Subdivision, Lot 28, Block 17	30.40.8	.069	\$ 300

APPLICATION TO PURCHASE COUNTY-OWNED LAND

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

Howard B or Loretta J. Johnson

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

4949 Ritsch Ct

Eau Claire, WI 54703

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER 715-828-2710

I HEREBY APPLY FOR THE PURCHASE OF ITEM NUMBER
SALE LIST DATED 2020 DESCRIBED AS FOLLOWS:

INDICATED ON THE SAWYER COUNTY LAND

<u>Malar Beach Subdivision, Lots 15+16, Block 5</u>	<u>30.40.8</u>	<u>.138</u>
DESCRIPTION	SECTION TWSHP RANGE	ACRES

LEGACY PIN #

002-157-05-1500

I AM SUBMITTING PAYMENT, MADE PAYABLE TO THE SAWYER COUNTY TREASURER, OF \$1630.00 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:

Loretta J. Johnson

DATED:

8-18-21

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: 8/24/2021

Property Status: Current

Created On: 2/6/2007 7:55:03 AM



Description

Updated: 8/5/2013

Tax ID:	1423
PIN:	57-002-2-40-08-30-5 15-165-051500
Legacy PIN:	002157051500
Map ID:	-11.5.15 & 16
Municipality:	(002) TOWN OF BASS LAKE
STR:	S30 T40N R08W
Description:	MALAR BEACH LOTS 15 & 16 BLK 5
Recorded Acres:	0.138
Calculated Acres:	0.138
Lottery Claims:	0
First Dollar:	No
Zoning:	(RR2) Residential/Recreational Two
ESN:	445



Tax Districts

Updated: 2/6/2007

1	State of Wisconsin
57	Sawyer County
002	Town of Bass Lake
572478	Hayward Community School District
001700	Technical College



Recorded Documents

Updated: 1/23/2014

JUDGMENT	
Date Recorded: 4/10/1989	213285 432/76



Ownership

Updated: 8/5/2013

SAWYER COUNTY	HAYWARD WI
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Billing Address:

SAWYER COUNTY
10610 MAIN ST STE 10
HAYWARD WI 54843

Mailing Address:

SAWYER COUNTY
10610 MAIN ST STE 10
HAYWARD WI 54843



Site Address * indicates Private Road

N/A



Property Assessment

Updated: 2/6/2007

2021 Assessment Detail

Code	Acres	Land	Imp.
X3-EXEMPT COUNTY	0.138	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 1/4	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 & 1/72 nd Interest in Common Elements & Facilities	32.41.8	.809	\$10,700
	TOWN OF SPIDER LAKE			
35. 028-642-20-1417	Part SE 1/4 NE 1/4	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 1/4 NE 1/4, 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, 1 st 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

9/1/2021 10:10 AM

APPLICATION TO PURCHASE COUNTY-OWNED LAND

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

Robert P. Kazmarek

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

12030 41 Greenfield Ave Apt. 309 West Allis WI 53214
ADDRESS CITY, STATE, ZIP

PHONE NUMBER (414) 400-7758

I HEREBY APPLY FOR THE PURCHASE OF ITEM NUMBER 42 INDICATED ON THE SAWYER COUNTY LAND SALE LIST DATED 2020 DESCRIBED AS FOLLOWS:

Birders Addition Lot 2 B/L 4 22 8 7 33
DESCRIPTION SECTION TOWNSHIP RANGE ACRES

LEGACY PIN # 176106040200

I AM SUBMITTING PAYMENT, MADE PAYABLE TO THE SAWYER COUNTY TREASURER, OF \$1,730 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: Robert P. Kazmarek DATED: August 5, 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://sawyerqgis.maps.arcgis.com/apps/webappviewer/index.html?id=90bef9fa2f764b4bb3e10f8aa5263b66>

Real Estate Sawyer County Property Listing

Today's Date: 8/9/2021

Property Status: Current

Created On: 2/6/2007 7:56:01 AM



Description

Updated: 6/9/2016

Tax ID:	37046
PIN:	57-176-2-38-07-22-5 15-235-040200
Legacy PIN:	176106040200
Map ID:	-3.4.2
Municipality:	(176) VILLAGE OF RADISSON
STR:	S22 T38N R07W
Description:	VILLAGE OF RADISSON BONCLERS ADDITION LOT 2 BLK 4
Recorded Acres:	0.330
Calculated Acres:	0.346
Lottery Claims:	0
First Dollar:	No
Zoning:	(N/A) No Zoning
ESN:	438



Tax Districts

Updated: 2/6/2007

1	State of Wisconsin
57	Sawyer County
176	Village of Radisson
576615	Winter School District
001700	Technical College



Recorded Documents

Updated: 8/11/2017

JUDGMENT	
Date Recorded: 8/8/2017	<u>408042</u>
QUIT CLAIM DEED	
Date Recorded: 9/10/1996	<u>256562</u> 586/144



Ownership

Updated: 8/11/2017

SAWYER COUNTY	HAYWARD WI
----------------------	-------------------

Billing Address:

SAWYER COUNTY
10610 MAIN ST STE 10
HAYWARD WI 54843

Mailing Address:

SAWYER COUNTY
10610 MAIN ST STE 10
HAYWARD WI 54843



Site Address * indicates Private Road

N/A



Property Assessment

Updated: 5/31/2018

2021 Assessment Detail			
Code	Acres	Land	Imp.
X3-EXEMPT COUNTY	0.330	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

Through Log A Load For Kids®
we use our renewable resource
to insure the future of our most
precious resource . . .
our children!



Log A Load Mission

The Mission of the Log A Load for Kids program is to raise funds to improve children's health through treatment, education and research at Children's Miracle Network Hospitals.



Log A Load for Kids
visit www.logaload.org



Children's Miracle Network
visit www.cmn.org



Log A Load - GLTPA



Sponsored by
**Great Lakes Timber
Professionals Association (GLTPA)**
3243 Golf Course Road
PO Box 1278
Rhineland, WI 54501
P: 715-282-5828
F: 715-282-4941
www.timberpa.com



Log A Load For Kids®

Log A Load For Kids® is a national program which began in 1988 in South Carolina. Log A Load For Kids® came to the Lake States in 1996.

Loggers from all over the country donate the value of one load of logs, or any amount they can, to help make hospital stays easier for children. The Great Lakes Timber Professionals Association program and all proceeds are donated to Children's Miracle Network (CMN).

CMN is a nonprofit organization committed to helping sick and injured children of all ages regardless of their affliction or ability to pay. CMN sponsors 161 hospitals nationwide and Log A Load For Kids® is the only program in which you can choose the hospital your donations supports. 100% of all tax-deductible donations goes to the participating CMN hospital of your choice.



Hospitals Supported Through GLTPA's Log A Load For Kids®

- % Gundersen Lutheran Medical Center
LaCrosse, Wisconsin
- % Children's Hospital of Wisconsin
Milwaukee, Wisconsin
- % Saint Joseph's Children's Hospital
Marshfield, Wisconsin
- % Helen DeVos Children's Hospital
Grand Rapids, Michigan
- % Hurley Children's Hospital
Flint, Michigan
- % Sparrow Children's Center
Lansing, Michigan
- % Beaumont Health System
Royal Oak, Michigan



Name: _____

Company: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____

E-mail: _____

_____ I would like to donate a load of logs
through a participating mill.

_____ I would like to make a cash donation
of \$_____.

I would like my donation to go to (please see
participating hospitals)

Please make check payable to Log A Load For
Kids® and send it, along with this form to:

GLTPA
PO Box 1278
Rhineland, WI 54501



Timber Sale Handbook

CUT AND SEIZED PRODUCTS, SALVAGE AND CHARITABLE TIMBER SALES

Cut Products

The sale of cut forest products are subject to the same guidelines and approvals, as stumpage sales with the following exceptions:

1. Timber Sale Description, (Items 1-14) in WisFIRS 2460 is not required;
2. Use of a performance bond for cut or seized products is at the discretion of the:
 - a. County - County Forest Administrator
 - b. State lands - Property Manager. The decision should be guided by the contract provisions and potential for damages.

Approval requirements should be based on cut product value and not on stumpage value. Appraised value should be established by comparison to other transactions in the area of similar quality cut products. Full payment in advance must be obtained from the buyer before any cut products are removed.

Salvage

Section 26.22, Wis. Stats., grants the Department authority to sell timber damaged by fire, snow, hail, ice, insects, disease, or wind on any land under the Department's jurisdiction in the method and upon such terms and conditions it deems in the best interest of the state. This includes the sale of timber on a Forest Products Permit (Form 2460-008), the sale of timber without advertisement or competitive bidding if warranted, or the inclusion of timber on an ongoing sale. A significant potential loss of timber value could warrant use of this modified procedure. The decision to move forward with a salvage sale would be at the discretion of the forester and the property manager.

Section 28.11(6)(c), Wis. Stats., grants the county forest committees the authority to sell timber damaged by fire, snow, hail, ice, insects, disease, or wind on county forest land in the method and upon such terms and in such a manner the committee deems in the best interest of the county. This includes the sale of timber without advertisement or competitive bidding if warranted, or the inclusion of timber on an ongoing sale.

Salvage timber sales must include presale appraisals and cutting notices and reports, following the methods and procedures that have been approved by the Department. Adjustment of stumpage values may be necessary when existing sale areas are damaged by wind or fire before the sale is completed. Fill out a new stumpage appraisal for the damaged timber. Compare the new factor with the old. Adjust current stumpage values proportional to the change in appraisal factors.

Seized Products

Seized material may be sold pursuant to section 26.06, Wis. Stats. Products appraised at more than \$500 shall be advertised and sold on sealed bids after a Class 1 legal notice.

Charitable/Educational Timber Sales

Log a Load for Kids and other such charitable programs partnering with Forestry are permissible with some reservations. Only one such event may be held annually on a property. Property managers and County Forest Administrators are encouraged to employ the competitive bid process, and also to harvest areas typically difficult to sell or those classified as salvage. Section 28.05(2), Wis. Stats. allows for use of direct sales if the estimated value of the sale does not exceed \$3,000. The benefits of education and partnership efforts and assisting others are sound reasons to use the direct sale process. The state must collect timber sale stumpage as the statutes do not allow for a waiver. Counties remain liable for severance tax owed both the state and the towns.

It is permissible to conduct such a program on a sale currently under contract so long as:

- All of the provisions of the contract remain in effect (e.g. Worker's compensation, operational specifications, payment schedules, stumpage rates/increases)
- Original purchaser of the sale retains responsibility for satisfactory sale completion and any impacts to the sale performance bond.

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SAWYER COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. _____

WHEREAS, the American Rescue Plan Act (“ARPA”) established the Local Fiscal Recovery Fund (“LFRF”), which distributes funds (“ARPA Funds”) to provide support to recipients in their efforts to mitigate the economic and public health impacts of COVID-19 on their communities;

WHEREAS, Sawyer County (the “County”) is the recipient of awards distributed via ARPA and LFRF to the County (“ARPA Funds”);

WHEREAS, the County must comply with all federal requirements in the use of its ARPA Funds;

WHEREAS, Interim Final Rule implementing ARPA, 31 CFR Sec. 35.6, Eligible Uses, sets forth four (4) categories of eligible uses for which the County may use its ARPA Funds: (1) to respond to the public health emergency with respect to COVID-19 pandemic or its negative economic impacts; (2) premium pay; (3) revenue loss; and (4) investments in infrastructure.

WHEREAS, the County has reviewed a proposal for the purchase of certain goods and/or services, as more fully described in Exhibit A, which is attached hereto and incorporated herein (the “Purchase”);

WHEREAS, the contents of this Resolution and the Purchase were discussed at the County Administration Committee meeting on September 9, 2021, and the County Administration Committee voted to recommend to the County Board that it adopt this Resolution and complete the Purchase;

WHEREAS, the County Board then discussed this Resolution and the Purchase at its meeting on September 16, 2021.

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

1. Recitals. The Recitals set forth above are true and accurate, and are therefore incorporated into the Resolution and shall be used not just for reference.
2. Approval of Purchase. The County Board hereby approves the Purchase described in Exhibit A.
3. Additional Steps and Purchases. The County Board hereafter approves any additional steps necessary to accomplish the Purchase.

46 4. Health, Welfare and Safety. The County Board hereby determines
47 that completion of the Purchase with ARPA Funds is in the best
48 interest of the health, welfare and safety of the County, its citizens and
49 visitors.
50
51

52
53 This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its
54 meeting on September 16, 2021, by this Sawyer County Administration Committee on this
55 September 9, 2021.
56

57
58 _____
59 Tweed Shuman, Chair

Tom Duffy, Vice Chair

60
61 _____
62 Ron Kinsley, Member

Dale Schleeter, Member

63
64 _____
65 James Schlender, Member

66
67 This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 16th day of
68 September, 2021.
69

70
71 _____
72 Tweed Shuman,
73 Sawyer County Board of Supervisors Chairman

Lynn Fitch,
Sawyer County Clerk

74
75 Exhibit A – Purchase details of body scanners for the Sawyer County Jail.

**Sawyer County
ARPA Purchase Request Form**

Please use this form to request ARPA funds for a project or good/service.

Prepared By: Lt. Jeffrey Johnson

Total Cost: \$ 206,500.00

Department: Sheriff's Office

Estimated Period of Performance:

15+ years

Date: 9/03/2021

Department Head Signature:

[Signature]

1. Describe how this project or good/service addresses a negative impact due to the Covid pandemic and provide the reasoning/research behind your determination. If needed, please include the page number on the U.S. Treasury Interim Final Rule that states this is an eligible expense.

The Sawyer County Jail is approved by the Department of Corrections for the detention of adult offenders. There have been operational strains in 2020 and 2021 due to the COVID-19 pandemic. The issues have been assessed and addressed in a highly professional manner. To continue our effort for the safety and security of jail staff and inmates from the contagious disease, incorporating a Whole-Body Thermal Security Scanner will greatly improve the initial screening of newly incarcerated inmates for the detection of COVID-19. If the inmate body temperature is higher than normal the inmate can be placed in medical isolation pending the results of a COVID-19 test. It will also allow jail staff to maintain proper social distancing from inmates who have not been tested for COVID-19.

2. If this purchase is for a project to address a negative impact due to the Covid pandemic, please include staff that may be administering and managing the project as well as a breakdown of expenses. If needed, please attach a supplemental excel/word file.

The Whole-Body Thermal Security Scanner will be operated by on-duty jail staff upon completion of training. Please see attached price quote from Tek84 for a breakdown in cost. The Tek84 Whole-Body Thermal Security Scanner is the most cost-effective and widely used Whole-Body Thermal Security Scanner in the State of Wisconsin. It also has a minimal footprint, which will allow us to have it installed without needing any modification to the structure of the Sawyer County Jail.

Comments:

Section To Be Completed by Administration

Approved By: _____
County Administrator

Date: _____

Approved By: _____
Accounting

Date: _____



Sgt. Michael Woller
Sawyer County Sheriff's Dept.
15880 East 5th St.
Hayward, WI 54843
(715) 634-9120 Office
(715) 934-9040 Cell
(715) 634-9748 Fax
mwoller@sawyersheriff.org

25 August 2021
Quo: 2021-04-01 R1

Please see the quotation below for the Tek84 Intercept Whole Body Scanner:

Qty	Part Number	Description	Net Ea	Ext. Price
1	SSD-017-1002	Tek84 Intercept Whole Body Security Scanning System High Strength Aluminum Unibody Frame 160Kv Monoblock Oil Cooled Generator 34" x 72" x 90" (79" top removed) foot print 4 Second Scan Time Variable Scanning Dosage with three techniques Beginning at 0.25uSv In accordance with ANSI/HPS N43-17-2009 Radiation Safety Standard Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor PC with Windows10 Operating System Transportable on Built In Heavy Duty Caster System With Corner Stabilizer Feet 16 Million Gray Scale Levels 110V/60hz 1Kva	\$149,000.	\$149,000
1	INT- INSTALL	½ Day Installation	INC	INC
1	INT- TRAINING	3 Days Formal On Site Operator Training	INC	INC
1	INT-WARRANTY-2	Two Year Parts and Labor on Entire System from time Of Install	INC	INC
1	INT-SHIPPING	Shipping Cost from Poway, CA to Hayward, WI	INC	INC
TOTAL			\$149,000	

FOB: Destination, Hayward, WI
Terms: Net 30 Days
Taxes: ADD as Necessary or provide exemption certificate
Quote Expiration: September 25, 2021

Accepted By:
Printed Name and Title: _____

Tek84:
Brian D. Hall, Consultant, Brian.Hall@tek84.com

Authorized Signature: _____ Date _____

Authorized Signature:  Date 8/25/2021

13495 Gregg Street
Poway, CA 92064
Phone: 858-676-5382
www.Tek84.com

Optional Thermal Scanner for Subject Temperature



1	SSD-017-9950	Thermal Scanner- Incorporated into the Intercept as an option to take the subject temperature and keep this record on their file as evidence. It is done at the same time the photo is taken of the subject, so no extra time is needed to complete this valuable function.	\$20,000
---	--------------	---	----------

1	INT-WARRANTY-3	Three additional years of warranty for a total of five years Parts and Labor on Entire System from time of Installation.	\$22,500
---	---------------------------	---	---------------------

OR



1	INT-WARRANTY-5	Five additional years of warranty for a total of seven years Parts and Labor on Entire System from time of Installation.	\$37,500
---	----------------	--	----------

13495 Gregg Street
Poway, CA 92064
Phone: 858-676-5382
www.Tek84.com

1
2
3 **SAWYER COUNTY BOARD OF SUPERVISORS –**
4 **AMENDMENTS TO THE SAWYER COUNTY BOARD OF SUPERVISORS**
5 **POLICY AND PROCEDURE MANUAL RELATING TO VIRTUAL ATTENDANCE**
6 **AT COUNTY BOARD AND COMMITTEE MEETINGS**

7 **RESOLUTION NO. _____**
8
9

10 **WHEREAS**, Wisconsin law authorizes the Sawyer County (the “County”) Board of
11 Supervisors (“County Board”) to adopt and enforce rules relating to the conduct and
12 procedures at its public meetings;
13

14 **WHEREAS**, the County Board has adopted the “Sawyer County Board of Supervisors
15 Policy and Procedure Manual” (“Board Rules”);
16

17 **WHEREAS**, the COVID-19 pandemic has resulted in certain operational changes in
18 the County, including the conducting of virtual committee and County Board meetings;
19

20 **WHEREAS**, certain operational changes have become useful and the County Board
21 wishes to adopt certain changes as part of the Board Rules;
22

23 **WHEREAS**, Rule 10 of the Board Rules states that the Board Rules “may be amended
24 by resolution at any regular session of the Board by a two-thirds vote of those Members
25 voting”;
26

27 **WHEREAS**, this Resolution and the proposed revisions to the County Board Rules set
28 forth herein were previously discussed at the County Administration Committee meeting on
29 September 9, 2021, and the Administration Committee voted to recommend to the County
30 Board that it adopt this Resolution and the proposed amendments to the Board Rules at its
31 meeting on September 16, 2021; and
32

33 **WHEREAS**, the County Board then discussed this Resolution and the proposed
34 amendments to the Board Rules at its meeting on September 16, 2021, and thereafter voted by
35 a two-thirds majority vote of the County Board Supervisors present to amend the Board Rules,
36 as set forth below.
37

38 **NOW, THEREFORE, BE IT RESOLVED**, the Sawyer County Board of
39 Supervisors determines, adopts and directs the following:
40

- 41 1. Recitals. The Recitals set forth above are true and accurate, and are therefore
42 incorporated into the Resolution and shall be used not just for reference.
43
44 2. Rule 2(8)-(10) Deleted. Rule 2(8), Rule 2(9) and Rule 2(10) of the Sawyer County
45 Board of Supervisors Policy and Procedure Manual are hereby deleted.
46

- 47 3. Rule 2(8) Created. Rule 2(8) of the Sawyer County Board of Supervisors Policy
48 and Procedure Manual is hereby created and shall read as follows:
49

50 Rule 2(8): Virtual Meetings and Attendance at County Board Meetings. All
51 County Board meetings shall be held in person. However, the County Board
52 recognizes that some circumstances may require virtual attendance. County Board
53 meetings may be held virtually, and County Board Members may virtually attend
54 in-person County Board meetings, pursuant to the following rules:
55

56 a. All virtual County Board meetings, attendance and participation
57 shall be subject to and shall comply with all applicable laws, including,
58 but not limited to, Wisconsin's open meetings laws set forth in Wis.
59 Stat. Ch. 19. All County Board meeting notices and agendas shall have
60 instructions for virtual access.
61

62 b. The County Board Chair may authorize a fully-virtual County
63 Board meeting if deemed necessary, within the County Board Chair's
64 discretion. A County Board Member may still attend a fully-virtual
65 meeting in person so long as the County's meeting premises are
66 accessible.
67

68 c. A County Board Member may virtually attend a County Board
69 meeting if he/she obtains permission from the County Board Chair no
70 later than 24 hours prior to the County Board meeting, except in
71 emergency circumstances. The County Board Chair may grant
72 permission for virtual attendance in the County Board Chair's
73 discretion. The County Board Member shall also provide notice of the
74 virtual attendance to the County Clerk and County Administrator.
75

76 d. The County Board Chair shall attend any County Board meeting
77 in person unless a fully-virtual meeting is called pursuant to (a) above,
78 or in the event of emergency or other extraordinary circumstance.
79

80 e. Any County Board Member virtually attending a meeting shall
81 comply with all rules of conduct, etiquette and ethics as required by
82 these Rules and other applicable laws.
83

84 f. In the event of a County Board Member's non-compliance or
85 abuse of this Rule 2(8), the County Board Chair shall review these Rules
86 and expectations with the County Board Member. If non-compliance
87 continues, the matter shall be reviewed by the County Ethics
88 Committee.
89

- 90 4. Part I, Section A No. 20, No. 21 and No. 22 Deleted. Sawyer County Board of
91 Supervisors Policy and Procedure Manual, Part I, Section A, No. 20, No. 21 and
92 No. 22 are hereby deleted.

- 93
94 5. Part I, Section A No. 20 Created. Part I, Section A No. 20 of the Sawyer County
95 Board of Supervisors Policy and Procedure Manual is hereby created and shall read
96 as follows:
97

98 No. 20: Virtual Meetings and Attendance at Committee Meetings. All
99 Committee meetings shall be held in person. However, the County Board
100 recognizes that some circumstances may require virtual attendance at Committee
101 meetings. Committee meetings may be held virtually, and Committee Members
102 may virtually attend in-person Committee meetings, pursuant to the following
103 rules:
104

105 a. All virtual Committee meetings, attendance and participation
106 shall be subject to and shall comply with all applicable laws, including,
107 but not limited to, Wisconsin's open meetings laws set forth in Wis.
108 Stat. Ch. 19. All Committee meeting notices and agendas shall have
109 instructions for virtual access.
110

111 b. The Committee Chair may authorize a fully-virtual Committee
112 meeting if deemed necessary, within the Committee Chair's discretion.
113 A Committee Member may still attend a fully-virtual Committee
114 meeting in person so long as the County's meeting premises are
115 accessible.
116

117 c. A Committee Member may virtually attend a Committee
118 meeting if he/she obtains permission from the Committee Chair no later
119 than 24 hours prior to the Committee meeting, except in emergency
120 circumstances. The Committee Chair may grant permission for virtual
121 attendance in the Committee Chair's discretion. The Committee
122 Member shall also provide notice of the virtual attendance to the County
123 Clerk and County Administrator.
124

125 d. The Committee Chair shall attend any Committee meeting
126 in person unless a fully-virtual meeting is called pursuant to (a) above,
127 or in the event of emergency or other extraordinary circumstance.
128

129 e. Any Committee Member virtually attending a meeting shall
130 comply with all rules of conduct, etiquette and ethics as required by
131 these Rules and other applicable laws.
132

133 f. In the event of a Committee Member's non-compliance or abuse
134 of this No. 20, the Committee Chair shall refer the matter to the County
135 Board Chair. The Committee Chair and County Board Chair shall
136 review these Rules and expectations with the Committee Member. If
137 non-compliance continues, the matter shall be reviewed by the County
138 Ethics Committee.

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This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its meeting on September 16, 2021 by this Sawyer County Administration Committee on this September 9, 2021.

_____ Tweed Shuman, Chair	_____ Dale Schleeter, Vice Chair
_____ Ron Kinsley, Member	_____ Tom Duffy, Member
_____ James Schlender, Member	

This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 16th day of September, 2021.

_____ Tweed Shuman, Sawyer County Board of Supervisors Chairman	_____ Lynn Fitch, Sawyer County Clerk
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County Administrator's Work Report

September 16, 2021



COVID-19 Vaccine Mandates

On September 9, 2021, President Biden issued his "Path Out of the Pandemic" COVID Action Plan, which calls upon OSHA to create and issue Emergency Temporary Standards requiring employers with 100 or more employees to require either COVID vaccinations or weekly COVID testing for unvaccinated workers, as well as to provide paid time off for employee vaccinations or to recover from receiving the vaccination.

We continue discussions with Public Health Director Julia Lyons and our ambulance Medical Director Dr. David Lang on how this mandate may affect our staff and our ability to provide services.

ARPA Broadband Grant Update

In May, Governor Evers made \$100 million available for broadband infrastructure through the American Rescue Plan Act (ARPA) of 2021. On June 1, 2021 the Commission opened the ARPA Broadband Access Grant application process to award the available funds. The Commission received 242 grant applications requesting a total of \$440,519,692.

The Commission will likely meet in September to discuss the eligibility of some applications and for the Commission to provide direction on how to prioritize the remaining applications. Then, in mid-to-late October, the Commission will meet to review the merit of applications and award funds. This October decision may take place over one or two Commission meetings. We anticipate a Commission decision in late October identifying the projects that will receive funding.

Opioid Settlement Status

The Big Three Distributor and J&J settlement is being advanced by the Defendants for consideration to the Local Governments in the States where the AG has signed on to the \$26 billion deal. WI Attorney General Kaul announced on August 19th that he intends to sign on. The next steps are as follows:

1. The Settlement Agreement requires the AG in each participating state to give notice to all subdivisions in that state. We are told that will go out to all local governments on Sept. 17.
2. The Local Governments have 120 days to sign a participation agreement (see particulars of this in next step).
3. They are drafting several varieties of participation agreement forms that are tailored to the circumstances in each state, such as Wisconsin which already has an allocation agreement through the signed legislation passed in AB 374.
4. The attorneys will be setting calls on a state-by-state basis to walk through their recommendations for signing off.
5. Once we have the forms and a recommended course of action, we will bring the recommendations forward in October and/or November to obtain sign off.

Wisconsin's Tomorrow Main Street Bounce Back Program

The Main Street Bounce Back Grants program provides \$10,000 to new or existing businesses and non-profit organizations moving into vacant properties in Wisconsin's downtowns and commercial corridors. The program is open to new or existing businesses opening a new location or expanding operations in a vacant commercial space as of January 1, 2021.

Grant funds are available as part of the American Recovery Plan Act and will be distributed locally by the Northwest Regional Planning Commission. **Applications are open through June 30, 2022.**

The following businesses in Sawyer county were awarded grants on September 9th:

- Backroads Coffee Tea Inc
- BodyWorks Asian Bodywork Therapies LLC
- Dana M Rasmussen, Attorney at Law
- Dane Skow & Company
- DaNorth Recycling LLC
- Greenfield Physical Therapy
- Main St Tacos LLC
- Northwoods Burgers & Fries LLC
- Point North Inc
- Route 63 Realty LLC
- Sawyer County Housing Authority
- Wisconsin Surf LLC

Court Renovation

Bi-weekly meetings continue with Venture Architects, Miron Construction, and County staff to refine the space plan and add the details needed towards getting more accurate budget numbers.

Airport Operations

I have scheduled a meeting next Tuesday with a citizen who presented some concerns and ideas to improve airport operations at the Public Works Committee meeting last week.

CAP Team Meeting

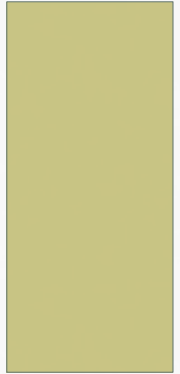
The next meeting of the WCA's County Ambassador Program (CAP) will occur on October 19th in Madison. We will be meeting with our legislative delegation throughout that day on topics specifically related to Sawyer County.

MUNICODE Ordinance Update

We have received the first draft of our ordinance code and are reviewing the contents for accuracy. Once this review is complete, it will be forwarded to Municode to make any necessary changes and then will come to the Board for review and final adoption.

SAWYER COUNTY BUDGET

2022 – BUDGET PRESENTATION
SEPTEMBER 16, 2021



REMAINING BUDGET TIMELINE

- October 13th – Budget Publication in Newspaper
- October 14th – Finance Committee
- October 21st - Administrator Submits Budget to
County Board
- October 28th - Public Hearing
- November 4th – Finance Committee
- November 9th – Budget Adoption

TOTAL PRELIMINARY BUDGET 2022

	2021	2022
	Amended	Administrator
	Budget	Budget
Revenue		
Taxes	\$ 14,750,949	\$ 16,877,623
Intergovernmental Revenue	\$ 7,723,243	\$ 7,490,517
Licenses & Permits	\$ 266,500	\$ 266,500
Fines, Forfeits & Penalties	\$ 35,000	\$ 30,000
Public Charges for Services	\$ 5,743,178	\$ 6,004,861
Intergovt'l Charges for Services	\$ 87,669	\$ 105,908
Miscellaneous	\$ 1,771,147	\$ 1,014,143
Other Financing Sources	\$ 4,094,506	\$ 10,345,658
Revenue Total	\$ 34,472,192	\$ 42,135,210
Expenditures		
General Fund	\$ 15,088,022	\$ 15,525,551
Health & Human Services	\$ 8,481,399	\$ 9,152,698
Highway	\$ 5,323,527	\$ 5,000,925
Debt	\$ 782,445	\$ 1,309,911
Capital	\$ 3,221,169	\$ 9,592,595
Other	\$ 1,575,630	\$ 1,553,530
Expenditures Total	\$ 34,472,192	\$ 42,135,210

2022 OPERATING LEVY LIMIT

- Cannot exceed operating levy from previous year
- Except for “Net New Construction”
- 2022 Increase of \$79,252

LEVY LIMIT EXCEPTIONS

§66.0602(3)(E)

- Bridge & Culvert Construction and Repair
- Countywide EMS
- Payments to Public Libraries
- Payment of any General Obligation Debt Service
 - Principal
 - Interest
 - Cost of Issuance

PURPOSE OF ISSUING DEBT

§67.04(5)

- (a) Except as provided in (b), debt issued shall not be used to fund the operating expenses of the general fund of the county.
- (b) Paragraph (a) does not apply to debt issued by a county for any of the following:
 - 1. To comply with a court order or judgement.
 - 3. To provide liability or property insurance or risk management services purchased through a municipal(county) insurance mutual.

2022 LEVY LIMIT CALCULATION

	2021	2022
Base Operating Levy (10,688,975 + 17,581 = 10,706,556)	\$10,110,122	\$10,706,556
Net New Construction Allowed	91,429	79,252
Personal Property Aid Decrease	-17,581	-17,581
Operating Levy before Debt	\$10,183,970	\$10,768,227
Debt Levy Increase	505,005	527,466
Base per WDOR-Operating	\$10,688,975	\$11,295,693
+ Library Service – Weiss	200,000	200,000
+ Library Service - Winter	73,267	75,465
+ Library Service – LCO	25,802	18,971
+ Library Service – NWLS	23,631	23,631
+ Library Service - Out of County	21,231	20,429
+ Bridge & Culvert Aid	116,540	124,325
+ EMS Operating Levy	904,691	929,691
+ EMS CIP Levy	107,814	217,500
+ EMS Indirects, Comm Center, etc	233,417	263,100
Total Special Purpose Levy	\$1,706,393	\$1,873,112
Total Levy	\$12,395,368	\$13,168,805
Increase		\$773,437
		6.24%

		Adopted 2021	Increase/ (Decrease)	Requested 2022	Increase/ (Decrease)	Administrator 2022
OPERATING LEVY						
OPERATING LEVY REQUESTED						
100 General Fund		\$ 5,493,789	\$ 449,699	\$ 5,943,488	\$ (159,536)	\$ 5,783,952
225 Human Services	*	\$ 2,509,846	\$ 1,275,290	\$ 3,785,136		\$ 3,785,136
229 Recreational Officer		\$ 118,288	\$ -	\$ 118,288	\$ -	\$ 118,288
246 Land & Water Conservation		\$ 58,843	\$ -	\$ 58,843	\$ -	\$ 58,843
256 LCO Transportation		\$ 150,000	\$ -	\$ 150,000	\$ -	\$ 150,000
300 Debt Levy		\$ 782,445	\$ 527,466	\$ 1,309,911	\$ -	\$ 1,309,911
400 Capital Improvement Program		\$ -	\$ -	\$ -	\$ -	\$ -
701 Highway Department		\$ 1,575,764	\$ 145,836	\$ 1,721,600	\$ (123,000)	\$ 1,598,600
Total Operating Levy Requested		\$ 10,688,975	\$ 2,398,291	\$13,087,266	\$ (282,536)	\$ 12,804,730
OPERATING LEVY ALLOWED						
		\$ 10,688,975	\$ 606,718	\$11,295,693	\$ -	\$ 11,295,693
EXCESS OPERATING LEVY REQUESTED		\$ -	\$ 1,791,573	\$ 1,791,573	\$ (282,536)	\$ 1,509,037
SPECIAL PURPOSE LEVY REQUESTED						
Northern Waters Library Service		\$ 23,631	\$ -	\$ 23,631	\$ -	\$ 23,631
Weiss Community Library		\$ 200,000	\$ 20,000	\$ 220,000	\$ (20,000)	\$ 200,000
Winter Public Library		\$ 73,267	\$ 2,198	\$ 75,465	\$ -	\$ 75,465
LCO Public Library		\$ 25,802	\$ (6,831)	\$ 18,971	\$ -	\$ 18,971
Out of County Library		\$ 21,231	\$ (802)	\$ 20,429	\$ -	\$ 20,429
EMS-Operating		\$ 1,138,108	\$ 50,000	\$ 1,188,108	\$ 4,683	\$ 1,192,791
EMS-Capital		\$ 107,814	\$ 114,186	\$ 222,000	\$ (4,500)	\$ 217,500
Local Bridge Aid		\$ 116,540	\$ (24,915)	\$ 91,625	\$ 32,700	\$ 124,325
Special Purpose Levy Requested		\$ 1,706,393	\$ 153,836	\$ 1,860,229	\$ 12,883	\$ 1,873,112
Overall Levy Request		\$ 12,395,368	\$ 2,552,127	\$14,947,495	\$ (269,653)	\$ 14,677,842
Allowable Levy			\$(1,275,290)		\$ (233,747)	\$ 13,168,805

INITIAL BUDGET ADJUSTMENTS

OPERATING BUDGET

Department Requests \$13,087,266

Adjustments:

Maint-Personnel Change	\$2,591
Forestry	\$8,512
Clerk of Court	-\$20,000
Register of Deeds	-\$20,000
Accounting	\$5,974
Emergency Management	-\$1,504
Highway	-\$123,000
General	-\$29,683
Child Support	-\$31,131
Law Enforcement	\$705
Fair	-\$20,000
HLCVB	-\$40,000
911 Sign	-\$10,000
Senior Resource Center	-\$5,000

Total Adjustments	<u>-\$282,536</u>
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Operating Levy	\$12,804,730
Allowed Levy	<u>\$11,295,693</u>
Excess Operating Levy	<u><u>\$1,509,037</u></u>

Add'l Expense-Personnel
Add'l Expense-Membership Dues
Add'l Revenue-Fees
Add'l Revenue-Fees
Add'l Expense-Personnel
Add'l Revenue-Fees
Contingent on Infrastructure Funding
Add'l Revenue-Indirect Costs
Add'l Revenue-State Aid
Add'l Expense-Lexipol
Less Expense, Add'l Revenue-F/B
Less Expense-Reduce Appropriation
Add'l Revenue-Fees
Less Expense-Reduce Appropriation

CAPITAL FINANCED BY DEBT

2022 BUDGET

	Loan	
HIGHWAY		
Tri-Axle Truck	Y	205,000
Tri-Axle Truck	Y	205,000
Dump truck 1 Ton	Y	75,000
Stacking Conveyor	Y	40,000
OTHER		
IT-Fault Tolerance (Redundancy)	Y	150,000
Maint-Heat Pumps	Y	13,000
Maint-Plow Truck	Y	29,000
Fleet-Lease Payments	Y	6,237
Fleet-Ford Edge		10,053
LEC-Automate HVAC System	Y	20,000
LEC-Camera Upgrade	Y	60,000
LEC-Squads and Setup	Y	200,000
Forestry-Pickup	Y	32,105
Forestry-Trimble GPS Unit	Y	16,000
Zoning-Vehicle	Y	30,000
Brunet Dam	Y	308,100
Total		<u>1,399,495</u>

SAWYER COUNTY TAX RATE HISTORY

Year	Tax Rate	% Increase
2022 (not final)	\$3.299	(0.66%)
2021	\$3.321	4.53%
2020	\$3.177	(1.58%)
2019	\$3.228	3.99%
2018	\$3.104	(0.26)%
2017	\$3.112	3.84%
2016	\$2.997	(0.26)%
2015	\$3.005	0.004%
2014	\$2.993	1.02%
2013	\$2.937	6.99%
2012	\$2.745	2.62%