



Sawyer County

Agenda

County Board of Supervisors Meeting

Thursday, July 21, 2022 @ 6:30 PM

Large Courtroom; Sawyer County
Courthouse/Virtual Meeting

Revised: Thursday, July 21, 2022 8:30 AM

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. [6.16.22 County Board Minutes DRAFT](#)

8. ZONING COMMITTEE

- a. Chair Report
- 8 - 16 b. Zone District Map Amendment Spider Lake RZN #22-001
[Spider Lake Case info RZN #22-001](#)
[Resolution #22-040](#)
- 17 - 52 c. Zone District Map Amendment RZN #22-002
[Staff Report for RZN #22-002](#)
[Resolution for RZN #22-002](#)
[Re-Zone Protest Documentation](#)
- 53 - 63 d. Zone District Map Amendment RZN #22-008
[Staff Report for RZN #22-008](#)
[Resolution for RZN #22-008](#)
- 64 - 77 e. Zone District Map Amendment RZN #22-009
[Staff Report for RZN #22-009](#)
[Resolution for RZN #22-009](#)
- 78 - 83 f. Zoning Ordinance Amendment-Storage Sheds
[Summary sent to Towns for Ordinance Amendment for storage sheds](#)
[Resolution to amend Sawyer County Zoning Ordinance for Storage Sheds and Shipping Containers](#)

9. PUBLIC SAFETY COMMITTEE

- a. Chair Report
- b. Body Cam Demonstration
- 84 - 85 c. Res 2022- Authorizing Clerk of Circuit Court to Write Off Small Debts, Uncollectible Debts & Contract with Debt Collector (discussion and possible action)
[Res 2022- AUTHORIZING CLERK OF CIRCUIT COURT TO WRITE OFF SMALL DEBTS, UNCOLLECTIBLE DEBTS AND CONTRACT WITH A DEBT COLLECTOR](#)
- 86 - 87 d. Ambulance Personnel Compensation Adjustment Consideration (discussion and possible action)
[Res 2022 - RESOLUTION TO ADJUST AMBULANCE PERSONNEL WAGES](#)
- 88 - 89 e. [Res 2022- PSAP Grant Funding Designation for One Public Safety Answering Point](#)

10. PUBLIC WORKS COMMITTEE

- a. Chair Report
- b. Courthouse Remodeling Update
- 90 - 113 c. Updated Hangar Lease Template (discussion and possible action)
[1\) Airport Hangar Lease wFBO Template RR \(with aeronautical useFAA\) \(kmo\)7-12-22](#)
[2\) Airport Hangar Lease Template RR \(with aeronautical useFAA\)\(kmo\) 7-12-22](#)
- 114 - 130 d. Hangar Lease Sale Request - Walters/Schull Properties (discussion and possible action)
[1\) Res 2022 - APPROVING SAWYER COUNTY AIRPORT HANGAR GROUND](#)
[2\) Airport Hangar Lease Schull Properties 7-12-22](#)
[3\) Hangar Purchase Agreement Walters Schull](#)
- 131 - 150 e. Vecchie Airport Hangar Ground Lease (discussion and possible action)
[Res 2022 - APPROVING SAWYER COUNTY AIRPORT HANGAR GROUND LEASE - Vecchie](#)
[2\) Airport Hangar Lease Vecchie 7-12-22](#)

11. LAND, WATER, AND FOREST RESOURCES COMMITTEE

- a. Chair Report
- 151 - 154 b. Town of Bass Lake #002-136-10-2100 ID#1039
[OTC Land Sale - Tax ID 1039 - Town of Bass Lake](#)
- 155 - 158 c. Town of Bass Lake #002-136-09-3500 ID #1035
[OTC Land Sale - Tax ID 1035 - Town of Bass Lake](#)
- 159 - 162 d. Town of Bass Lake #002-109-10-1900 ID #420
[OTC Land Sale - Tax ID 420 - Town of Bass Lake](#)

12. HEALTH AND HUMAN SERVICES BOARD

- a. Chair Report

13. FINANCE COMMITTEE

- a. Chair Report
- 163 - 164 b. Resolution to Adjust Meal Mileage Reimbursements
[2022 - Resolution Adjust Meal Mileage Reimbursements](#)
- 165 - 166 c.

Res 2022 - RESOLUTION TO ADJUST AMBULANCE
PERSONNEL WAGES

167 - 171

- 172 - 173

- 174 - 175

**Minutes of the June 16th 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
☒ Jesse Boettcher	02	T Lenroot W-2, T Round Lake W-1
☒ Tweed Shuman	03	T Hayward W-1 & 2
☒ Stacey Hessel	04	T Hayward W-3 & 4
☒ Jason Weaver	05	T Hayward W-5 & 6
☒ Marc D. Helwig	06	C Hayward W-1 & 2
☒ Thomas W. Duffy	07	C Hayward W-3 & 4
☒ Marshal Savitski	08	T Bass Lake W-1 & 2
☒ Brian Bisonette	09	T Bass Lake W-3 & 4
☒ Michael Maestri	10	T Sand Lake, T Edgewater W-1
☒ Chris Rusk	11	T Edgewater W-2, T Bass Lake W-5, T Hayward W-8, T Meteor, T Couderay, V Couderay
☒ John Righeimer	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 was taken; quorum was met.

Certification of Compliance with the open meeting law was met.

Public Comments – Ernest Martinson, Linda Zillmer

Appointment Adjustment – To continue continuity, Chair Shuman recommended re-appointing Dale Schleeter to the Sawyer County Housing Authority Board. A motion was made by Mr. Duffy; second by Mr. Buckholtz to re-appoint Dale Schleeter to the Sawyer County Housing Authority Board in place of Michael Maestri. Motion carried without negative vote.

Minutes – A motion was made by Mr. Schleeter; second by Mr. Kinsley to approve the minutes of the May 19th County Board meeting. Motion carried without negative vote.

Zoning Committee Chair Report – Mr. Boettcher reported one rezoning request that was approved at committee level. Mr. Kozlowski presented rezone 22-007 for Riverside Golf & Recreation, LLC. The purpose is to combine two properties to make a new lot line to work within Sawyer County zone requirements as provided in attached summary. As it runs between two towns, both towns have approved their individual requests. Mr. Buckholtz made a motion to approve the request; second by Ms. Hessel. Motion carried without negative vote.

Public Safety Report – Mr. Buckholtz reported sheriff staffing shortages remain. The tower projects have been delayed due to high winds. The ambulance is short four EMT positions.

Public Works Committee Chair Report – Mr. Kinsley advised that the committee approved an ATV/UTV route request for CTH C from Deer Lake Road. He advised that the \$5000 funding request from Civil Air Patrol was approved and funds are to come from the airport's ARPA funds coming into the Airport budget. Our construction timeline remains on target.

No action needed on item c, as it was approved at committee level.

Land, Water and Forest Resources – Mr. Boettcher reported that all ATV/UTV trails are open and active. There is now one ATV/UTV for every 3.4 County residents.

Carbon Tax Credit – Mr. Boettcher advised we are moving forward with a draft contract with BlueSource while still continuing to investigate other vendors.

The Upper Brunet River Dam Project will be discussed at Finance portion of meeting.

Health and Human Services – Mr. Schleeter advised that the Senior Resource Center is open and serving meals to the population according to federal and state law requirements, as well as GWAAR.

Health & Human Services -- Mr. Schleeter reported that introduction of departments to new committee members is ongoing. Mr. Albarado presented a resolution for funding out-of-county placements with a goal of presenting to WCA for more statewide support. This resolution is asking the state to look at reformatting the program to seek state level funding for resources for CSP. A motion was made by Mr. Boettcher; second by Buckholtz. A roll call vote was taken with 15 "ayes". Motion carried without negative vote. Copies of the resolution will be sent to the State and WCA.

Finance Committee Chair Report – Mr. Kinsley advised that sales tax continues to go up and property tax statements are out this month.

The Resolution to Consider Wage Adjustments and Retention Pay are two separate resolutions. Retention pay is for a one-time payment to employees using general fund balance resources. The average amount per employee would be distributed in a tiered system from \$300-\$1000. A motion by Mr. Kinsley; second by Mr. Righeimer to approve the Resolution to Designate Fund Balance for Retention Pay. Mr. Kinsley requested Admin Committee to look at elected officials' wages in July in closed session. Motion carried without negative vote.

The Resolution to Designate Wage Adjustments was presented by Mr. Albarado. These are permanent wage adjustments within the wage scale that affects about 20 employees and was designed to make specific positions more comparable to other counties. Maintenance, highway, clerical and economic support positions were included. A motion was made by Mr. Kinsley to approve the resolution; second by Mr. Schleeter. Motion carried without negative vote.

A Resolution for Upper Brunet Project Funds was presented by Mr. Koslowski. The only bid we received is higher than was predicted one and one-half years ago. The Town of Draper will lend an excavator for dam removal and our county highway department staff performing the initial work will save us about \$100,000. Additional funds will come from our Resource Development Fund. A motion was made by Mr. Buckholtz to approve the resolution; second by Mr. Peters. Motion carried without negative vote.

Economic Development and UW Extension Committee – Mr. Duffy agreed to appoint Andy Albarado as the Broadband Point person. Mr. Duffy made a motion to approve this appointment; second by Mr. Helwig. Motion carried without negative vote. He advised that the Fair had their barn dance fundraiser this past week. The housing units, being partially funded by \$300,000 of County ARPA funds should begin building in September.

Updates to Board Policies and Procedures – Mr. Albarado advised that board members received a copy of the proposed revisions of our Plans & Policies. A final revision will be presented next month for review after supervisors finish submitting their suggestions.

County Administrator's Report – A written report was provided. The courthouse contingency fund was \$380,000 and now has been increased to \$400,000 due to value-added construction decisions having been made in siding and potentially using our existing generator instead of purchasing new.

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, July 21, at 6:30 pm in the Large Courtroom.

Meeting adjourned at 7:25 pm
Minutes recorded by Lynn Fitch, County Clerk

DRAFT

Submit completed
Application and fee to:
Town of Spider Lake Clerk
10896 W Town Hall Rd.
Hayward, WI 54843

Rezone Petition Application
Town of Spider Lake
Sawyer County, Wisconsin

Office Use
Application No. REZONE 22-001

The undersigned hereby makes application for a Rezone Petition described and located as shown herein.

Print Or Type - Use Black Ink

Property Owner Kati Campbell Agent _____
Mailing Address Po Box 1276 Mailing Address _____
City Westcliffe State CO Zip 81852 City _____ State _____ Zip _____
Daytime Phone 612 390 6575 Daytime Phone _____

Property Legal Description (From Real Estate Property Tax Bill)

Gov't Lot NW 1/4 NW 1/4, Sec. 29 Twn. 42 N R. 7 W Alternate/Legacy ID: 028-742-29-2203 -
Description: N 1/2 W 1/2 NW 1/4
Site Address: 12858 N. CO HWY 00 Acreage 10 Deed Document # 337091 -

Property Information

Existing Zone District: A61 Proposed Zone District: Residential/Recreational - one
Present Improvements on Property: House on 5 acres
Proposed use(s) of the parcel if the rezone is approved? Sell other 5 acres
What is the need for the proposed use(s)? We bought 10 with the knowledge that it
Is there potential for the proposed use(s) to create conflict with existing uses in the area? No could be
divided in two if we ever needed to sell 1/2.

Please note: The Town of Spider Lake has approval authority on Non-Shoreland rezones. Appeals of a Non-Shoreland rezoning denial by the Town of Spider Lake Board will go to the Circuit Court.
Sawyer County has authority to review Shoreland rezoning applications and administer NR115 by letter of concurrence.
Shoreland parcel rezones will require a second step of review by Sawyer County if the Town of Spider Lake recommends approval of the rezoning.

The signing of this application grants permission to allow free and unlimited access to the property for onsite inspections between the hours of 8:00 AM - 6:00 PM Mon - Fri to the Zoning Administrator(s) and/or members of the Plan & Review Commission.

I (we) declare that this application (including any accompanying information) has been examined by me (us) and to the best of my (our) knowledge and belief it is true, correct and complete. I (we) acknowledge that I (we) am (are) responsible for the detail and accuracy of all information I (we) am (are) providing and that it will be relied upon by the Town of Spider Lake in determining whether to issue a permit. I (we) further accept liability which may result of the Town of Spider Lake relying on this information I (we) am (are) providing in or with this application.

Signature of Owner (or Agent with Power of Attorney)

Print Name: KATI CAMPBELL Sign: Kati Campbell Date: 5-7-22

Dates published <u>5/18/22 Sawyer City</u>	Office use
<u>5/25/22</u> <u>Record</u>	Hearing date: <u>6/1/22</u> Fee \$ <u>500.00</u> Check # <u>7014</u>
Rezoning recommended by: <u>Town Board</u>	Date: <u>6/8/2022</u>
<u>at 6/8/22 mtg.</u>	Signature of <u>Sarah Delany</u> <u>PRC Chair</u>

NOTICE of PUBLIC HEARING
TOWN OF SPIDER LAKE PLAN AND REVIEW COMMISSION
Wednesday, June 1, 2022 at 6:00 P.M.

NOTICE IS HEREBY GIVEN that the Town of Spider Lake Plan & Review Commission will hold a Public Hearing on Wednesday, June 1, 2022 at 6:00 P.M. at the Town Hall, 10896W Town Hall Rd, Hayward Wisconsin, to consider the following:

Conditional Use Permit: Land owner: One Way Ministries. Located in the SW¼ of the NW¼, Sec 12, T42N, R05W, PRT Govt Lot 3, Map ID :3.1, Legacy PIN: 028542125301. Site address: 5208W State Hwy 77 and 5230W State Hwy 77, 7.36 Acres Zoned RR-2 Residential/Recreational Two District. Purpose of request is to build two additional cabins on existing foundations at the multi-dwelling Birch Haven Bible Camp.

Conditional Use Permit: Land owner: Michael Lawton. Located in the SE¼ of the NW¼, Sec 36, T42N, R07W, PRT SENW, Map ID .8.1, Legacy PIN: 028742362401. Site address: 12387N Trappe Road, 35.22 Acres, Zoned F-1 Forestry One District. Purpose of request is to install solar array and connect to utility grid for electrical power generation.

Rezone Petition: Land owner: Kati Campbell. Located in the NW¼ of the NW¼, Sec 29, T42N, R07W. Description: N1/2 W1/2 NWNW, Map ID .6.3, Legacy PIN: 028742292203. Site address: 12858N County Hwy OO, 10.00 Acres, Zoned A-1 Agricultural One District. Purpose of request is to rezone to RR-1 in order to subdivide the parcel.

The monthly Plan and Review Commission meeting will immediately follow.
Ann Schultz, Clerk

Notice was posted in the Sawyer County Record on Wednesday, May 18, 2022 and
Wednesday, May 25, 2022.

NOTICE of PUBLIC HEARING
TOWN OF SPIDER LAKE PLAN AND
REVIEW COMMISSION
Wednesday, June 1, 2022 at 6:00 P.M.

NOTICE IS HEREBY GIVEN that the Town of Spider Lake Plan & Review Commission will hold a Public Hearing on Wednesday, June 1, 2022 at 6:00 P.M. at the Town Hall, 10896W Town Hall Rd, Hayward Wisconsin, to consider the following:

Conditional Use Permit: Land owner: One Way Ministries. Located in the SW¼ of the NW¼, Sec 12, T42N, R05W, PRT Govt Lot 3, Map ID :3.1, Legacy PIN: 028542125301. Site address: 5208W State Hwy 77 and 5230W State Hwy 77, 7.36 Acres Zoned RR-2 Residential/Recreational Two District. Purpose of request is to build two additional cabins on existing foundations at the multi-dwelling Birch Haven Bible Camp.

Conditional Use Permit: Land owner: Michael Lawton. Located in the SE¼ of the NW¼, Sec 36, T42N, R07W, PRT SENW, Map ID .8.1, Legacy PIN: 028742362401. Site address: 12387N Trappe Road, 35.22 Acres, Zoned F-1 Forestry One District. Purpose of request is to install solar array and connect to utility grid for electrical power generation.

Rezone Petition: Land owner: Kati Campbell. Located in the NW¼ of the NW¼, Sec 29, T42N, R07W. Description: N1/2 W1/2 NWNW, Map ID .6.3, Legacy PIN: 028742292203. Site address: 12858N County Hwy OO, 10.00 Acres, Zoned A-1 Agricultural One District. Purpose of request is to rezone to RR-1 in order to subdivide the parcel.

The monthly Plan and Review Commission meeting
will immediately follow
Ann Schultz, Clerk

WNAXLPR21T1

Real Estate Sawyer County Property Listing

Today's Date: 6/30/2022

Property Status: Current

Created On: 2/6/2007 7:55:52 AM

**Description**

Updated: 4/16/2021

Tax ID:	31186
PIN:	57-028-2-42-07-29-2 02-000-000030
Legacy PIN:	028742292203
Map ID:	.6.3
Municipality:	(028) TOWN OF SPIDER LAKE
STR:	S29 T42N R07W
Description:	N1/2 W1/2 NWNW
Recorded Acres:	10.000
Calculated Acres:	10.249
Lottery Claims:	0
First Dollar:	Yes
Zoning:	(A-1) Agricultural One
ESN:	

**Tax Districts**

Updated: 2/6/2007

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

**Recorded Documents**

Updated: 4/16/2021

WARRANTY DEED	
Date Recorded: 2/21/2006	337091
NOTE	
Date Recorded:	

**Ownership**

Updated: 4/16/2021

KATI CAMPBELL	WESTCLIFFE CO
MICHAEL A KILCOYNE	WESTCLIFFE CO

Billing Address:

KATI CAMPBELL
PO BOX 1276
WESTCLIFFE CO 81252-1276

Mailing Address:

KATI CAMPBELL
PO BOX 1276
WESTCLIFFE CO 81252-1276

**Site Address** * indicates Private Road

12858N COUNTY HWY OO	HAYWARD 54843
----------------------	---------------

**Property Assessment**

Updated: 6/6/2014

2022 Assessment Detail

Code	Acres	Land	Imp.
G1-RESIDENTIAL	5.000	35,000	94,700
G6-PRODUCTIVE FOREST	5.000	11,500	0

2-Year Comparison

	2021	2022	Change
Land:	46,500	46,500	0.0%
Improved:	94,700	94,700	0.0%
Total:	141,200	141,200	0.0%

**Property History**

N/A

Submit completed
Application and fee to:
Town of Spider Lake Clerk
10896 W Town Hall Rd.
Hayward, WI 54843

Rezone Petition Application

Town of Spider Lake
Sawyer County, Wisconsin

Office Use
Application No. REZONE 22-001

The undersigned hereby makes application for a Rezone Petition described and located as shown herein.

Print Or Type - Use Black Ink

Property Owner Kati Campbell Agent _____
Mailing Address Po Box 1276 Mailing Address _____
City Wetacuffe State CO Zip 81852 City _____ State _____ Zip _____
Daytime Phone 612 390 6575 Daytime Phone _____

Property Legal Description (From Real Estate Property Tax Bill)

Gov't Lot N 1/4 N 1/4, Sec. 29 Twn. 42 N R 7 W PIN 028-742-29-2203-
Description: N 1/2 W 1/2 NWNW Alternate/Legacy ID: _____
Site Address: 12858 N. CO HWY 00 Acreage 10 Deed Document # 337091

Property Information

Existing Zone District: A61 Proposed Zone District: Residential
Present Improvements on Property: House on 5 acres
Proposed use(s) of the parcel if the rezone is approved? Sell other 5 acres
What is the need for the proposed use(s)? We bought 10 with the knowledge that it
Is there potential for the proposed use(s) to create conflict with existing uses in the area? No could be
divided in two if we ever needed to sell 1/2.

Please note: The Town of Spider Lake has approval authority on **Non-Shoreland** rezones. Appeals of a **Non-Shoreland** rezone denial by the Town of Spider Lake Board will go to the Circuit Court.

Sawyer County has authority to review **Shoreland** rezone applications and administer NR115 by letter of concurrence.

Shoreland parcel rezones will require a second step of review by Sawyer County if the Town of Spider Lake recommends approval of the rezone.

The signing of this application grants permission to allow free and unlimited access to the property for onsite inspections between the hours of 8:00 AM - 6:00 PM Mon - Fri to the Zoning Administrator(s) and/or members of the Plan & Review Commission.

I (we) declare that this application (including any accompanying information) has been examined by me (us) and to the best of my (our) knowledge and belief it is true, correct and complete. I (we) acknowledge that I (we) am (are) responsible for the detail and accuracy of all information I (we) am (are) providing and that it will be relied upon by the Town of Spider Lake in determining whether to issue a permit. I (we) further accept liability which may result of the Town of Spider Lake relying on this information I (we) am (are) providing in or with this application.

Signature of Owner (or Agent with Power of Attorney)

Print Name: KATI CAMPBELL Sign: Kati Campbell Date: 5-7-22

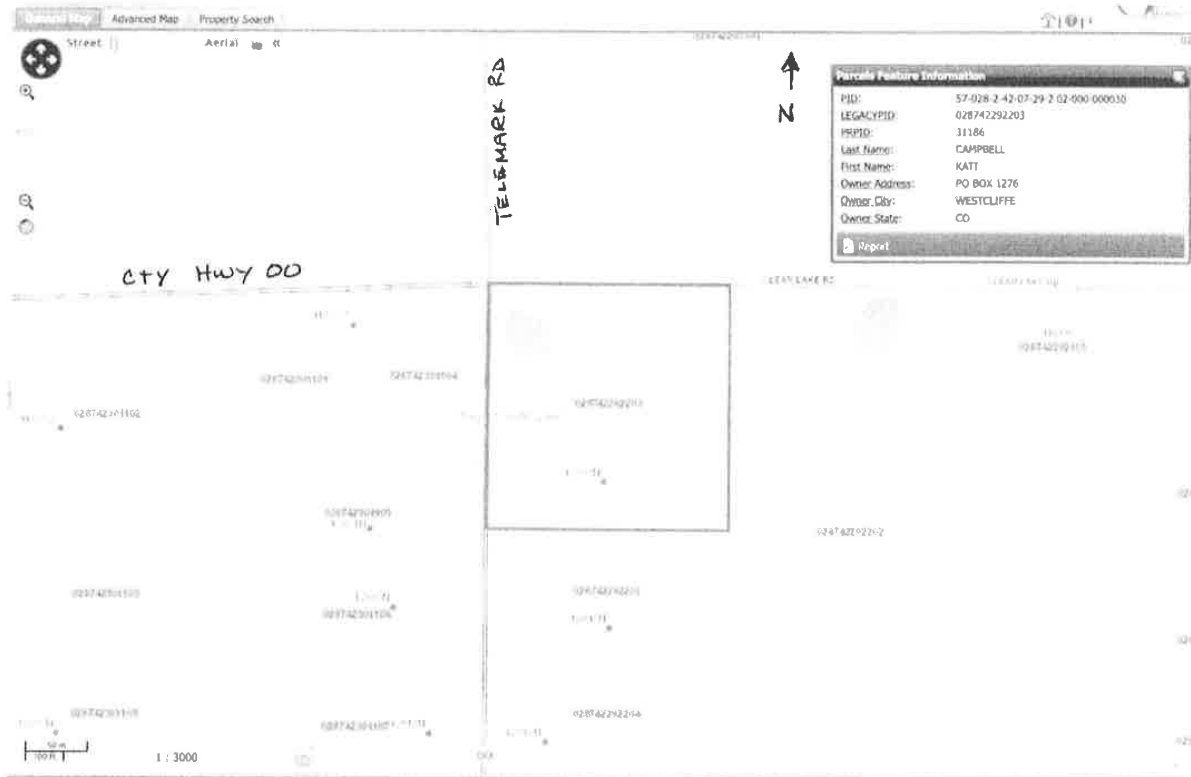
Office use
Dates published 5/18/22 Sawyer Cty Hearing date: 6/1/22 Fee \$ 500⁰⁰ Check # 7014
Rezone recommended by: Town Board Date: 6/8/2022
at 6/8/22 mtg.
Signature of Zoning Administrator Sarah Delany prec chair

TOWN OF SPIDER LAKE
ZONING ADM 5-13

Kati Campbell

Petition to Rezone from A-1 to RR-1 for the purpose of subdividing lot.

June 1, 2022 Public Hearing



NOTICE of PUBLIC HEARING
TOWN OF SPIDER LAKE PLAN AND REVIEW COMMISSION
Wednesday, June 1, 2022 at 6:00 P.M.

NOTICE IS HEREBY GIVEN that the Town of Spider Lake Plan & Review Commission will hold a Public Hearing on Wednesday, June 1, 2022 at 6:00 P.M. at the Town Hall, 10896W Town Hall Rd, Hayward Wisconsin, to consider the following:

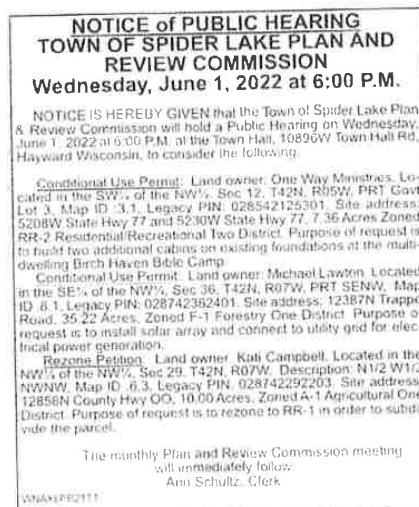
Conditional Use Permit: Land owner: One Way Ministries. Located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Sec 12, T42N, R05W, PRT Govt Lot 3, Map ID :3.1, Legacy PIN: 028542125301. Site address: 5208W State Hwy 77 and 5230W State Hwy 77, 7.36 Acres Zoned RR-2 Residential/Recreational Two District. Purpose of request is to build two additional cabins on existing foundations at the multi-dwelling Birch Haven Bible Camp.

Conditional Use Permit: Land owner: Michael Lawton. Located in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Sec 36, T42N, R07W, PRT SENW, Map ID .8.1, Legacy PIN: 028742362401. Site address: 12387N Trappe Road, 35.22 Acres, Zoned F-1 Forestry One District. Purpose of request is to install solar array and connect to utility grid for electrical power generation.

Rezone Petition: Land owner: Kati Campbell. Located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Sec 29, T42N, R07W. Description: N1/2 W1/2 NWNW, Map ID .6.3, Legacy PIN: 028742292203. Site address: 12858N County Hwy OO, 10.00 Acres, Zoned A-1 Agricultural One District. Purpose of request is to rezone to RR-1 in order to subdivide the parcel.

The monthly Plan and Review Commission meeting will immediately follow.
Ann Schultz, Clerk

Notice was posted in the Sawyer County Record on Wednesday, May 18, 2022 and
Wednesday, May 25, 2022.



**SPIDER LAKE
RESOLUTION NO. 22-040**

Case # Spider Lake Owners Name: Campbell
22-001

RESOLUTION TO AMEND SAWYER COUNTY OFFICIAL ZONING MAP

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

WHEREAS, the owner of real property located at the N ½ of the W1/2 of the NW quarter of the NW ¼ quarter; S29, T42, R07W; Parcel #028-742-29-2203; the "Property"), and as more fully described as set forth in Exhibit A, which is attached hereto and incorporated herein, requested a rezoning of the Property's zoning designation from Agricultural One (A--1) to Residential/Recreational One (RR-1) (the "Zoning Designation Amendment");

WHEREAS, the Spider Lake Plan & Review Commission ("Zoning"), at its meeting on June 1, 2022, reviewed the proposed Zoning Designation Amendment for the Property;

WHEREAS, the Spider Lake Plan & Review Commission voted to recommend approval of the proposed Zoning Designation Amendment to the Sawyer County Board of Supervisors ("County Board"); and

WHEREAS, the County Board determined, at its meeting on July 21, 2022, that adopting/denying the proposed Zoning Designation Amendment for the Property is warranted to protect the health, welfare and safety of its citizens.

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

1. Amendment to Official Zoning Map. The Property's zoning designation shall be amended to RR-1.
2. Additional Actions. The Sawyer County Department of Zoning and Conservation Administrator (or his/her designee) shall take all necessary steps to ensure that the amendment adopted herein is completed.

This Resolution is recommended for adoption/disapproval by the Sawyer County Board of Supervisors at its meeting on July 21, 2022.

This Resolution is hereby adopted/disapproved by the Sawyer County Board of Supervisors this 21st day of July, 2022.

Tweed Shuman,
Sawyer County Board of Supervisors Chairman

Lynn Fitch, County Clerk

EXHIBIT A

Property Description

Owners Name: Kati Campbell

Town of Spider Lake

N ½ of the W1/2 of the NW quarter of the NW ¼ qyarter; S29, T42, R07W; Parcel #028-742-29-
2203

Rezone Request

STAFF REPORT FOR COUNTY BOARD

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

File: # RZN 22-002

Applicant:

Hathaway Lodge LLC (Steven Friendshuh)
PO Box 161
Stone Lake, WI 54876



Property Location & Legal Description:

Town of Edgewater Part of Government Lot 4; S20, T38N, R09W; Parcel #008-938-20-5402; 18.9 total acres; Zoned Forestry One (F-1) including 3.47 of Shoreland-Wetland as an underlay district.

Request:

Purpose of request is to rezone the 18.9 acres of the F-1 to Residential/Recreational One (RR-1). The included 3.47 acres of Shoreland-Wetland (S-W) is not to be affected by the rezoning. The proposed rezone to Residential/Recreational One (RR-1) is requested in order to divide lot and build lakeshore cottages.

Summary of Request & Project History:

The applicant is requesting to rezone the above described 18.9 acres of from F-1 to RR-1. The F-1 zone district requirements would need a minimum of 5 acres and a 300' width requirement. Thus, the zone district change is being requested. The Town of Edgewater comprehensive plan future land use shows this area as "shoreland residential". Shoreland residential as defined by the Town of Edgewater comprehensive plan still references the old Lake Classification system which is no long in effect. These Lake Classifications were initially intended to protect environmental sensitive bodies of water. This property is located on Little Sissabagama and an unnamed lake which were "Wilderness" bodies of water which would have required a 300' wide lot of water frontage and a minimum land area of 5 acres. The Town Comp Plan references only up to the old Class 3 system which would have a minimum density of 1 home per 40,000 square feet of land area and 200' of frontage.

If the property was rezoned to RR-1 the minimum lot sizes would be 100' of width of frontage and 200' of depth under the new shoreland zoning rules and most likely could "fit" 4 lots on Little Sis. Also note that rezones cannot include conditions. With remaining F-1 the property could be divided into 3 lots but only 1 of the lots would be allowed Little Sissabagama Lake access.

The surrounding land area is mixed between F-1 and other RR-1 properties with single family dwelling development along Little Sissabagama Lake.

Zoning Committee Public Hearing Information:

The Town of Edgewater approved the rezone request on February 8th at The Town Board Meeting with a vote of 2-1.

There were 12 opinion letters sent to property owners within 300'. 6 returned with objections, 1 with no objections and read into record. There were additional objections there were heard at the Sawyer County Zoning Committee Meeting

At the Sawyer County Zoning public hearing meeting on April 22, 2022 the Zoning Committee was unable to reach a decision. The vote was tied at 2-2. With no recommendation to The County Board of Supervisors. This was then remanded back to Zoning Committee by County Board and a new public hearing was heard on June 17, 2022. At that public hearing the Sawyer County Zoning Committee made to recommendation for approval to the County Board of Supervisors by a vote of 3-2 with the finding of facts:

- It would be Consistent with the Town and/or County Comprehensive Plan.
- It would be compatible with the surrounding uses and the area.

Rezone Application # 22-002Town of Edgewater
Sawyer County**Return Original**To: Sawyer County Zoning and Conservation
10610 Main Street, Suite 49
Hayward, WI 54843Phone: 715-634-8288
E-mail: Kathy.marks@sawyercountygov.orgOwner: HATHAWAY Lodge, LLC STEVEN FRIENDSHUHL - Sole OWNER
HATHAWAY Lodge, LLC
Address: PO Box 161, Stone Lake, WI 54876
Phone: 715-492-0265 Email: _____Legacy PIN # 008-938-20-5402 Acreage: 18.9 Ac.Change from District FORESTRY to RR-1

Property Description: _____

The East Half of Government Lot 4, Section 20, Township 38 North, Range 9 West,
located in the Town of Edgewater, Sawyer County, Wisconsin, EXCEPTING
therefrom all that part of the East Half thereof (determined by running a line midway
between the East and West line of said lot) lying North of the extended South line of
Government Lot 3 of said Section 20, Township 38 North, Range 9 West.

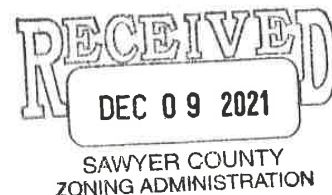
Purpose of

Request: _____

3389N GREEN LAKE ROAD
CHANGE FORESTRY TO RR-1 IN ORDER TO build LAKESHORE
COTTAGESSTEVEN FRIENDSHUHL Steven Friendshuhl
*Please Print & Sign (Property Owner)

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

Name, Address, Phone & Email of Agent: _____

STEVEN FRIENDSHUHL
PO Box 161
STONE LAKE, WI 54876
Phone: 715-492-0265 Email: N/AOffice Information: Fee: \$400.00
Rev. 1/2021Date of Public Hearing 2-18-21

Real Estate Sawyer County Property Listing

Today's Date: 12/14/2021

Property Status: Current**Created On:** 2/6/2007 7:55:16 AM**Description**

Updated: 10/9/2006

Tax ID:	9231
PIN:	57-008-2-38-09-20-5 05-004-000020
Legacy PIN:	008938205402
Map ID:	:4.2
Municipality:	(008) TOWN OF EDGEWATER
STR:	S20 T38N R09W
Description:	PRT GOVT LOT 4
Recorded Acres:	18.900
Calculated Acres:	18.209
Lottery Claims:	0
First Dollar:	Yes
Waterbody:	Little Sissabagama Lake Unnamed Lake
Zoning:	(F-1) Forestry One
ESN:	459

**Tax Districts**

Updated: 2/6/2007

1	State of Wisconsin
57	Sawyer County
008	Town of Edgewater
650441	Birchwood School District
001700	Technical College

**Recorded Documents**

Updated: 8/30/2021

WARRANTY DEED	
Date Recorded: 8/27/2021	434300
WARRANTY DEED	
Date Recorded: 7/7/2006	340064

**Ownership**

Updated: 8/30/2021

HATHAWAY LODGE LLC	STONE LAKE WI
---------------------------	----------------------

Billing Address:	Mailing Address:
HATHAWAY LODGE LLC	HATHAWAY LODGE LLC
PO BOX 161	PO BOX 161
STONE LAKE WI 54876	STONE LAKE WI 54876

**Site Address** * indicates Private Road

3389N GREEN LAKE RD	STONE LAKE 54876
---------------------	------------------

**Property Assessment**

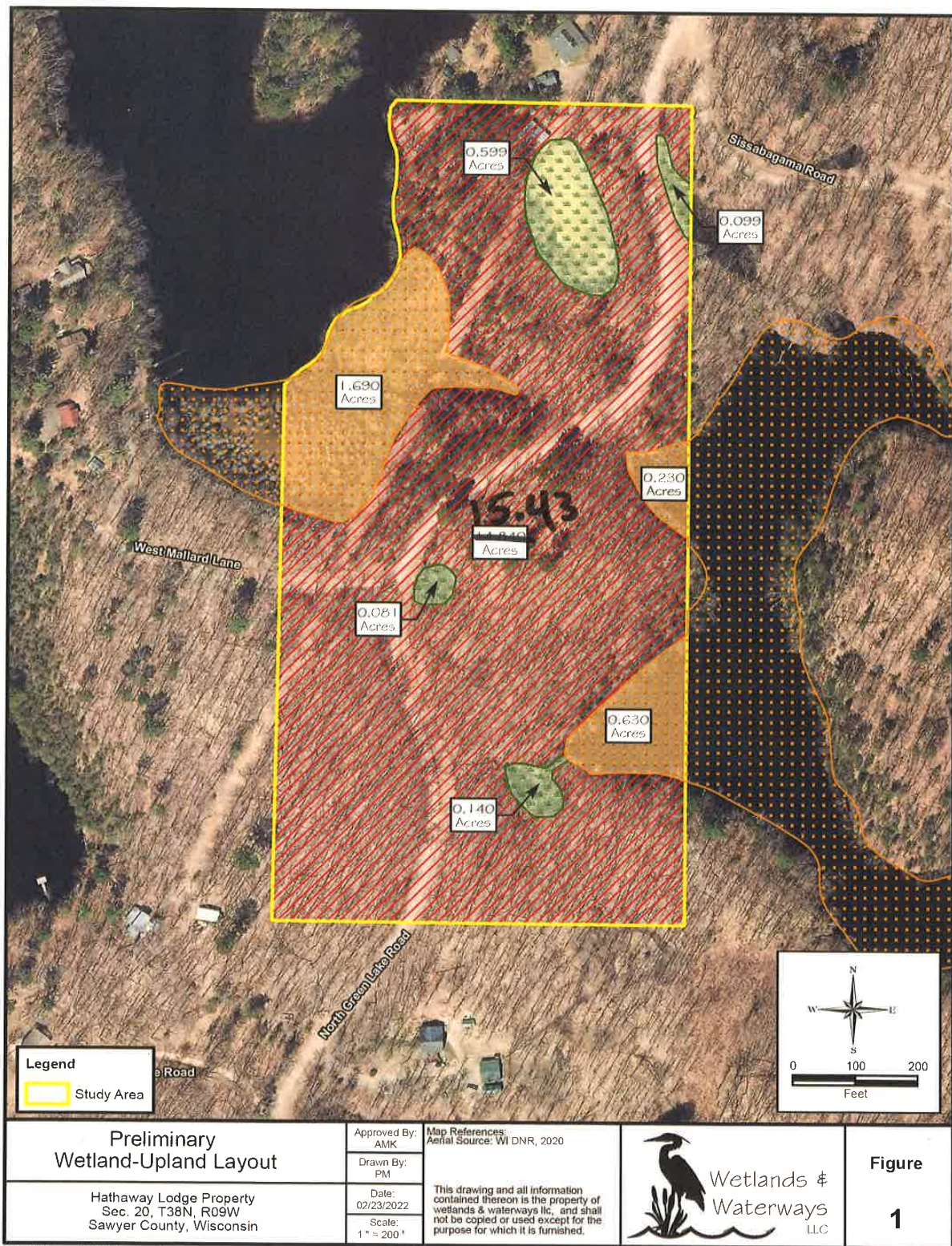
Updated: 6/28/2021

2021 Assessment Detail			
Code	Acres	Land	Imp.
G1-RESIDENTIAL	1.900	274,500	1,100
G5-UNDEVELOPED	2.000	400	0
G6-PRODUCTIVE FOREST	15.000	24,000	0

2-Year Comparison			
	2020	2021	Change
Land:	283,100	298,900	5.6%
Improved:	3,600	1,100	-69.4%
Total:	286,700	300,000	4.6%

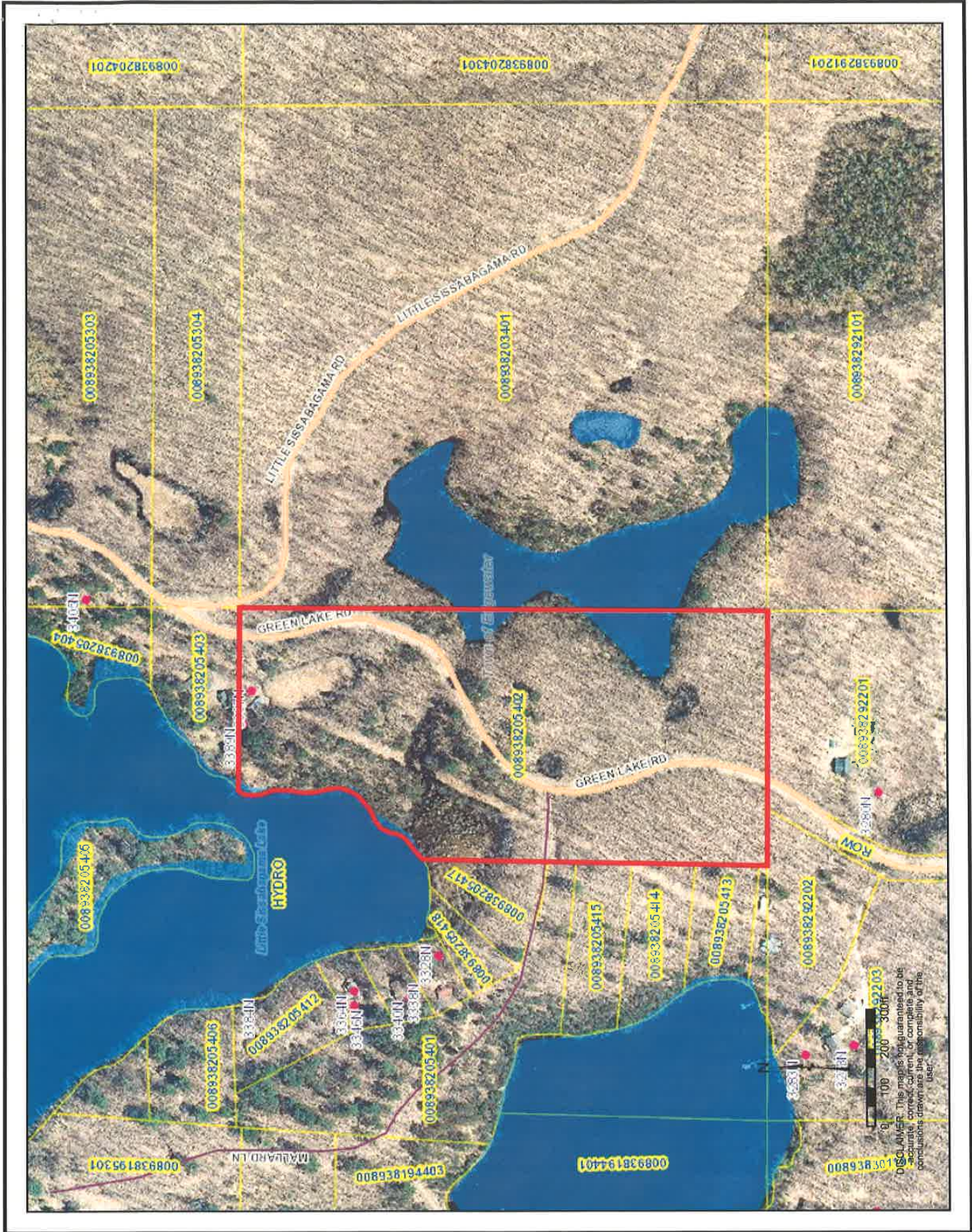
**Property History**

N/A

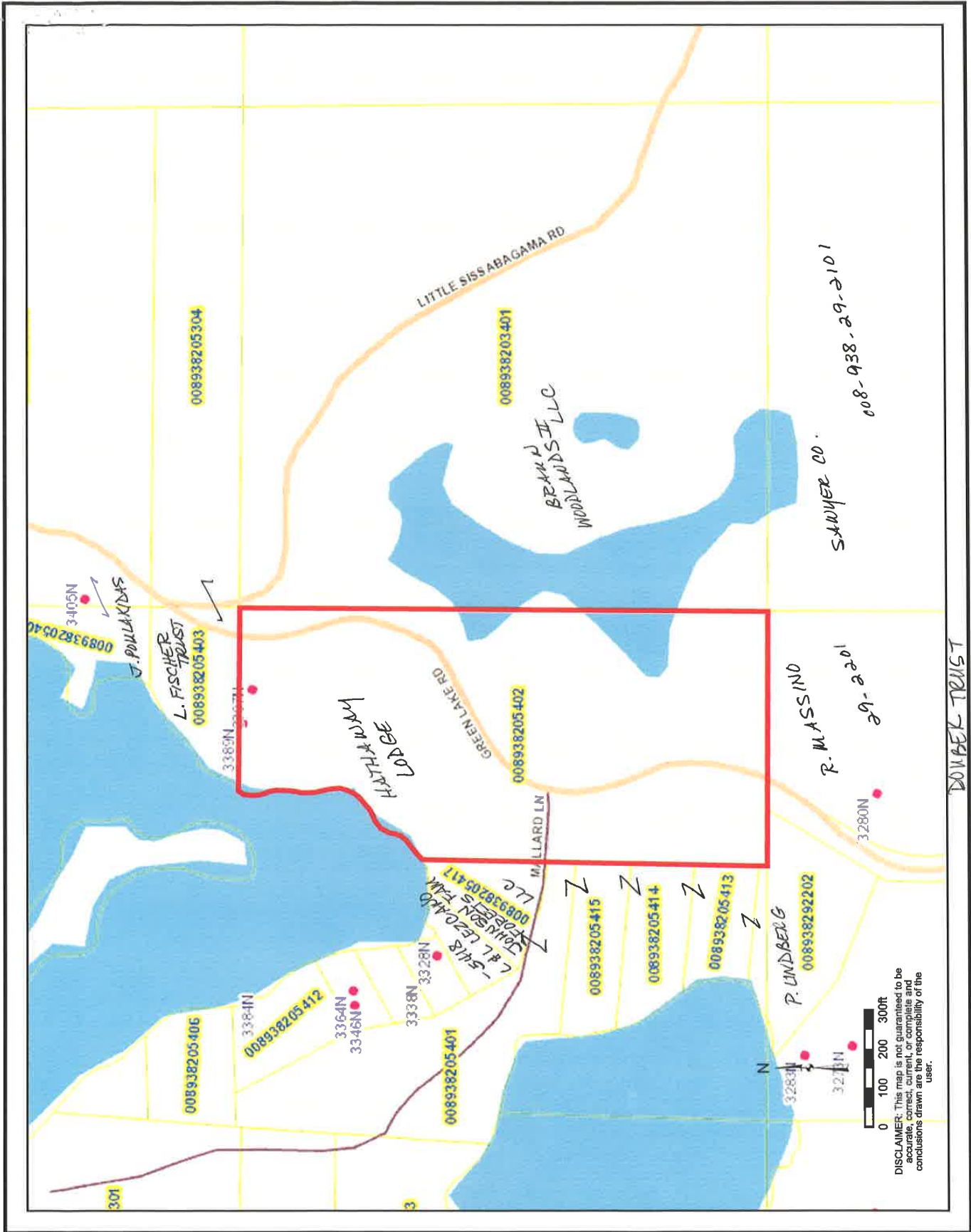


File: Hathaway_F1_Wetland_upland.mxd

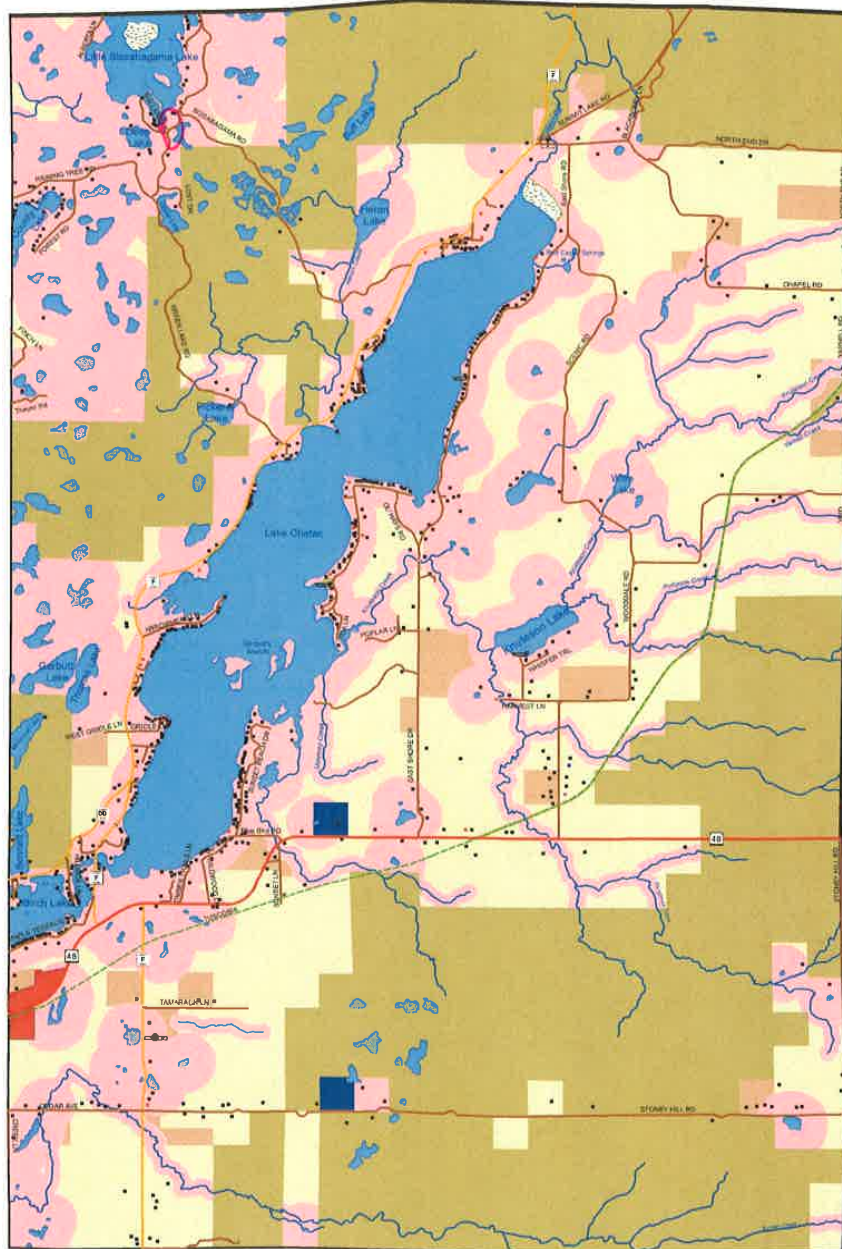
3.469 acres







Town of Edgewater, Future Land Use Map 44



0 0.5 1.0
Miles

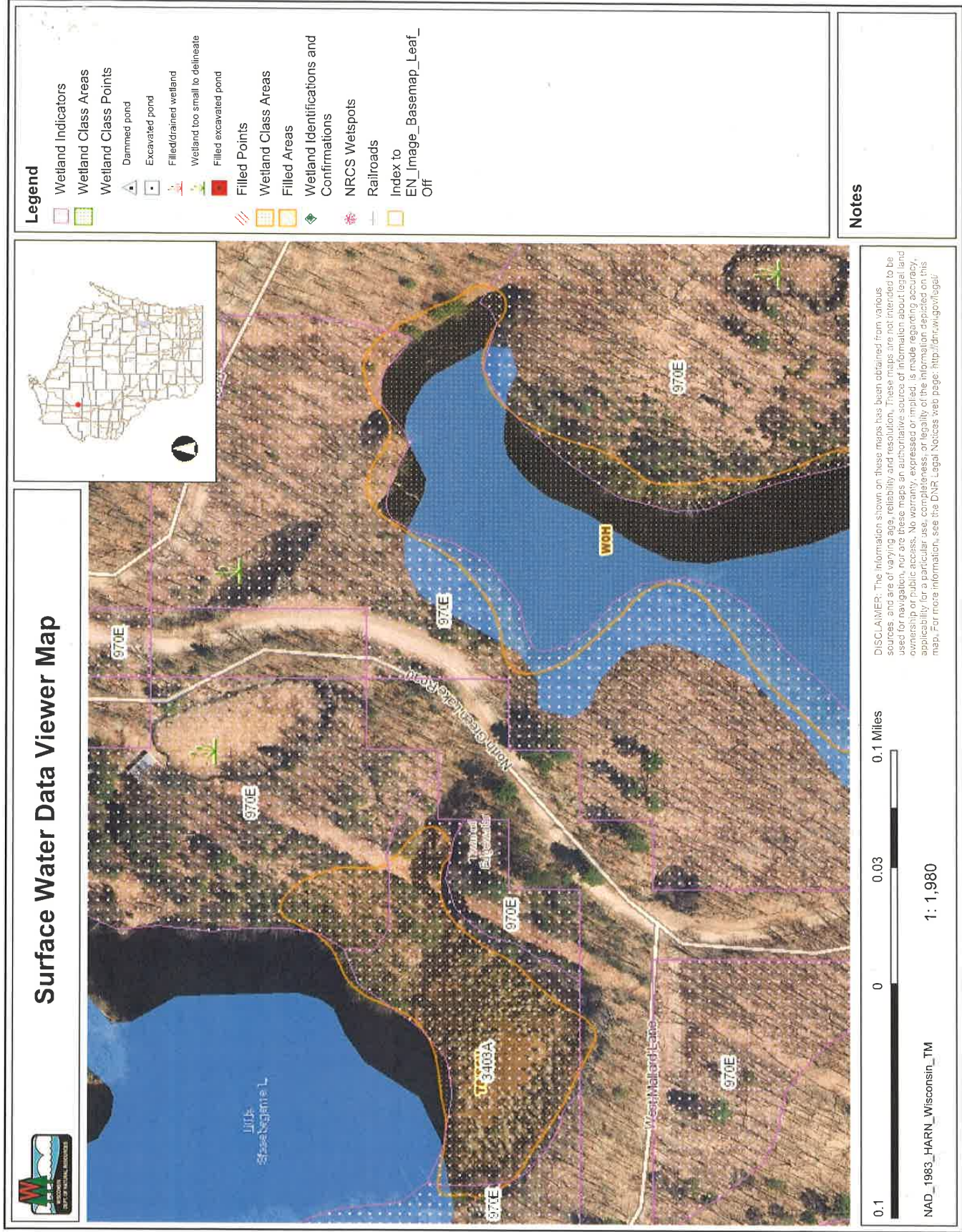


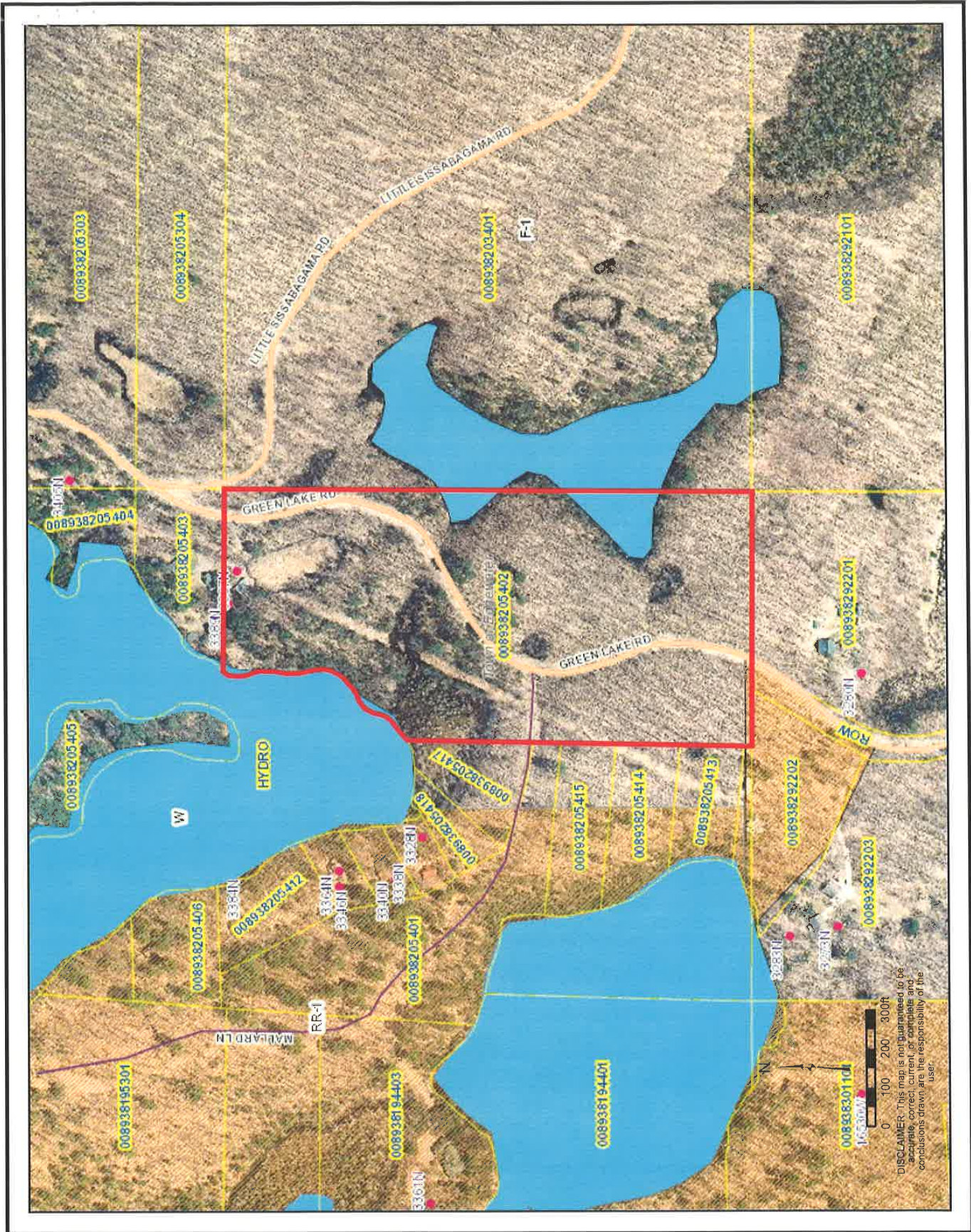
	Agriculture
	Commercial
	Conservation Preserve
	Forest Residential
	Forestry
	Governmental/Institutional
	Park & Recreational
	Shoreland



Source:
Sawyer County,
Land Records Department,
and State of Wisconsin DNR.

Note:
Structure Database May 24, 2004
and last updated January 10, 2005
by Town Planning Committee.





**SAWYER COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. _____**

Case #22-002 Owner: Hathaway Lodge LLC

RESOLUTION TO AMEND SAWYER COUNTY OFFICIAL ZONING MAP

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

WHEREAS, the owner of real property located at Part of Government Lot 4; S20, T38N, R09W; Parcel #008-938-20-5402; 18.9 total acres; Zoned Forestry One (F-1) including 3.47 of Shoreland/Wetland as an overlay district. The “Property”, and as more fully described as set forth in Exhibit A, which is attached hereto and incorporated herein, requested a rezoning of the Property’s zoning underlaying designation from (F-1) Forestry One to (RR-1) Residential/Recreation One (the “Zoning Designation Amendment”); The included 3.47 acres of Shoreland-Wetland (S-W) overlay is not to be affected by the rezoning.

WHEREAS, the Sawyer County Zoning Committee (the “Zoning Committee”), at its meeting on June 17, 2022, reviewed the proposed Zoning Designation Amendment for the Property;

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

WHEREAS, the County Board determined, at its meeting on July 21, 2022, that adopting the proposed Zoning Designation Amendment for the Property is warranted to protect the health, welfare and safety of its citizens.

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

1. Amendment to Official Zoning Map. The Property’s zoning designation shall be amended to RR-1 Residential/Recreational One.
2. Additional Actions. The Sawyer County Department of Zoning and Conservation Administrator (or his/her designee) shall take all necessary steps to ensure that the amendment adopted herein is completed.

This Resolution is recommended for approval/denial or adoption by the Sawyer County Board of Supervisors at its meeting on July 21, 2022 by this Sawyer County Zoning Committee on this June 17, 2022.


Jesse Boettcher, Chairman

 - denied
Ronald Buckholtz, Vice-Chairman

 - denied
Tweed Shuman, Member


Stacy Hessel, Member

Michael Maestri, Member


John Eigheimer, Member

This Resolution is hereby approved/denied for adopted by the Sawyer County Board of Supervisors this 21st day of July, 2022.

Tweed Shuman,
Sawyer County Board of Supervisors Chairman

Lynn Fitch,
County Clerk

EXHIBIT A
Property Description

Case RZN # 22-002

Owner: Hathaway Lodge LLC

Part of Government Lot 4; S20, T38N, R09W; Parcel #008-938-20-5402; 18.9 total acres; Zoned Forestry One (F-1). Rezone all F-1 underlay zone district to Residential/Recreational One (RR1). The included 3.47 acres of Shoreland-Wetland (S-W) overlay is not to be affected by the rezoning.



www.eckberglammers.com

Writer's Direct Dial:
651-351-2137

Writer's E-mail:
cnelson@eckberglammers.com

Reply to Stillwater

July 14, 2022

VIA E-MAIL and US MAIL

Lynn Fitch, County Clerk
Sawyer County
10610 Main Street
Suite 49
Hayward, WI 54843

Re: *Protest against Hathaway Lodge, LLC Rezoning Application (RZN #22-002)*
Our File No.: 33094-36549

Dear County Clerk Fitch:

Pursuant to Wisconsin Statutes Section 59.69(5)(e)(5g), please find enclosed and hereby filed with your office a protest against Hathaway Lodge, LLC's proposed zoning amendment, file RZN 22-002. Property owners abutting the Hathaway Lodge, LLC property have signed the Protest. The signatory property owners own over 50 percent of the total perimeter of Hathaway Lodge, LLC property. In addition to the signature pages, I have enclosed deeds for the signatory properties and an affidavit from Thomas Schnack, who organized signatures for the Protest.

Pursuant to Section 59.69(5)(e)(5g), Hathaway Lodge's rezoning application may not be approved except by the affirmative vote of three-fourths of the members of the board present and voting.

If you have any questions regarding the enclosed Protest and supporting documentation, please do not hesitate to contact me.

Sincerely,

/s/ Christopher T. Nelson

Christopher T. Nelson
CTN:hrb

Enclosures

cc: Jay Kozlowski, Zoning & Conversation Administrator
Thomas Schnack

Stillwater Office
1809 Northwestern Avenue
Stillwater, MN 55082
Phone: 651-439-2878
Fax: 651-439-2923

Hudson Office
430 Second Street
Hudson, WI 54016
Phone: 715-386-3733
Fax: 715-386-6456

**PROTEST TO REZONING REQUEST OF HATHAWAY LODGE, LLC
RZN #22-002**

Leslie A. Fisher Revocable Trust is the owner of a property in the County of Sawyer, identified as Legacy Parcel Identification No. 008-938-20-5403, and legally described below.

Pursuant to Wisconsin Statutes Section 59.69(5)(e)(5g), Leslie A. Fisher Revocable Trust protests the rezoning request of Hathaway Lodge, LLC (RZN #22-002).

Leslie A. Fisher Revocable Trust owns approximately 444 feet of frontage along Hathaway Lodge, LLC's property.



Leslie A. Fisher, as Trustee for
Leslie A. Fisher Revocable Trust

7.11.22

Date

Legal Description:

That part of Government Lot Four (4), Section Twenty (20), Township Thirty-eight (38) North, Range Nine (9) West, adjoining the foregoing described tract on the West and lying between the extended North and South lines of said tract and between the said tract and Little Sissabagama Lake.

**PROTEST TO REZONING REQUEST OF HATHAWAY LODGE, LLC
RZN #22-002**

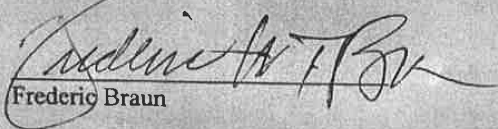
Braun Woodlands II, LLC, is the owner of a property in the County of Sawyer, identified as Legacy Parcel Identification No. 008-938-20-3401. This parcel borders the eastern property line of the property owned by Hathaway Lodge, LLC, and is included within the legal description below.

Pursuant to Wisconsin Statutes Section 59.69(5)(e)(5g), Braun Woodlands II, LLC protests the rezoning request of Hathaway Lodge, LLC (RZN #22-002).

Braun Woodlands II, LLC owns approximately 1,325 feet of frontage along Hathaway Lodge, LLC's property.

By my signature below, I assert I am authorized to sign this protest on behalf of Braun Woodlands II, LLC.

BRAUN WOODLANDS II, LLC


Frederic Braun

June 26, 2022
Date

Legal Description:

The West Half (W ½) of the Southeast Quarter (SE ¼) and the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Seventeen (17), Township Thirty-eight (38), Range Nine (9) West containing 120 acres more or less; and

The East Half (E ½) of the Northeast Quarter (NE ¼) and all of the Southeast Quarter (SE ¼) and the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) all in Section Twenty (20) Township Thirty-eight (38) Range Nine (9) West containing 280 acres more or less.

**PROTEST TO REZONING REQUEST OF HATHAWAY LODGE, LLC
RZN #22-002**

I, Randall J. Massino, am the owner of one lot in the County of Sawyer, identified as Legacy Parcel Identification No. 008-938-29-2201, and legally described below.

Pursuant to Wisconsin Statutes Section 59.69(5)(c)(5g), I protest the rezoning request of the Hathaway Lodge, LLC property (RZN #22-002).

I own approximately 430 feet of frontage along Hathaway Lodge, LLC's property.

Randall J. Massino
Randall J. Massino

6-26-22
Date

Legal Description:

That part of the NW1/4 of the NW1/4 of Section 29, Township 38 North, Range 9 West, Town of Edgewater, Sawyer County, Wisconsin, lying East of the Town Road, as now constructed and maintained.

**PROTEST TO REZONING REQUEST OF HATHAWAY LODGE, LLC
RZN #22-002**

I, Cynthia A. Massimo, am the owner of one lot in the County of Sawyer, identified as Legacy Parcel Identification No. 008-938-29-2201, and legally described below.

Pursuant to Wisconsin Statutes Section 59.69(5)(c)(5g), I protest the rezoning request of Hathaway Lodge, LLC (RZN #22-002)

I own approximately 430 feet of frontage along Hathaway Lodge, LLC's property


Cynthia A. Massimo


DATE

Legal Description:

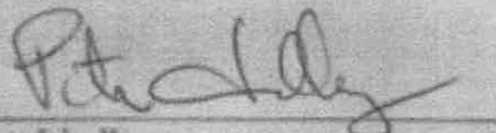
That part of the NW1/4 of the NW1/4 of Section 29, Township 38 North, Range 9 West, Town of Edgewater, Sawyer County, Wisconsin, lying East of the Town Road, as now constructed and maintained.

**PROTEST TO REZONING REQUEST OF HATHAWAY LODGE, LLC
RZN #22-002**

I, Peter Lindberg, am the owner of one lot in the County of Sawyer, identified as Legacy Parcel Identification No. 008-938-29-2202, which is legally described below.

Pursuant to Wisconsin Statutes Section 59.69(5)(e)(5g), I protest the rezoning request of Hathaway Lodge, LLC (RZN #22-002).

I own approximately 144 feet of frontage along Hathaway Lodge, LLC's property.


Peter Lindberg

June 29 2022
DATE

Legal Description:

That part of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4), Section Twenty-Nine (29), Township Thirty-eight (38) North, Range Nine (9) West, described as Lot One (1), recorded in Volume Nine (9) of Certified Survey Maps, pages 32-33, Survey No. 1838.

**PROTEST TO REZONING REQUEST OF HATHAWAY LODGE, LLC
RZN #22-002**

Johnson Family Forests, LLC is the owner of five lots in the County of Sawyer, identified as Legacy Parcel Identification Nos. 008-938-20-5413; 008-938-20-5414; 008-938-20-5415; 008-938-20-5401; and, 008-938-20-5417, all of which border the western property line of the Hathaway Lodge, LLC parcel. Johnson Family Forests, LLC's properties are legally described below.

Pursuant to Wisconsin Statutes Section 59.69(5)(e)(5g), Johnson Family Forests, LLC protests the rezoning request of Hathaway Lodge, LLC (RZN #22-002).

Johnson Family Forests, LLC owns approximately 842 feet of frontage along Hathaway Lodge, LLC's property.

By my signature below, I assert that I am authorized to sign this protest on behalf of Johnson Family Forests, LLC.

JOHNSON FAMILY FORESTS, LLC


Mark Johnson, Sr.

7-11-2022
Date

Legal Description:

Lots 1, 2 and 3 of Certified Survey Map No. 5270 recorded in Volume 17 of Certified Survey Maps, Pages 149-150, as Document No. 248865, being a part of Government Lot 4, Section 20, Township 38 North, Range 9 West, Town of Edgewater, Sawyer County, Wisconsin.

AND

Lot 2 of Certified Survey Map No. 5167 recorded in Volume 16 of Certified Survey Maps, Page 309, as Document No. 246429, being a part of Government Lot 4, Section 20, Township 38 North, Range 9 West, Town of Edgewater, Sawyer County, Wisconsin.

AND

That part of the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section 19 and part of Government Lot 4 of Section 20, all in Township 38 North, Range 9 West, Town of Edgewater, Sawyer County, Wisconsin, more particularly described as follows Commencing at the Southwest corner of said Section 20 in Deep Lake; thence North 01° 39' 01" East, on the West line of said Section 20 at a distance of 694.22 feet to an aluminum county monument on a meander line of Deep Lake, being the point of beginning, thence North 81° 00' 49" West, on said meander line, 84.36 feet to an iron pipe found; thence North 03° 42' 19" East, leaving said meander line, 627.04 feet to an iron bar found; thence North 88° 00' 35" East, 86.22 feet to an iron bar found at the Northwest corner of Certified Survey Map No. 4097 recorded In Volume 16, Page 182; thence South 28° 51' 00" East on the Westerly line of said Certified Survey Map, 337.50 feet to an iron

bar found; thence South $10^{\circ} 23' 27''$ East; on said Westerly line, 210.65 feet to an iron bar found; thence South $30^{\circ} 16' 16''$ East, 241.85 feet to an iron bar set; thence South $71^{\circ} 11' 09''$ East 172.36 feet to an iron bar set; thence South $80^{\circ} 28' 21''$ East, 114.75 feet to an iron bar set; thence South $00^{\circ} 48' 25''$ West, 71.23 feet to an iron bar set; thence North $84^{\circ} 39' 55''$ West, 422.20 feet to an iron bar set on a meander line of Deep Lake; thence North $51^{\circ} 24' 57''$ West on said meander line, 282.83 feet to the point of beginning, including all land between the meander line and the waters' edge of Deep Lake between the lot line extended. (Plat of Survey No. 20389-5)

uef

PROTEST TO REZONING REQUEST OF HATHAWAY LODGE, LLC
RZN #22-002

The Marlo R. Schield and Constance M. Schield Revocable Trust dated May 28, 2002, as amended, is the owner of a lot in the County of Sawyer, identified as Legacy Parcel Identification No. 008-938-20-5410, which legally described below.

Pursuant to Wisconsin Statutes Section 59.69(5)(c)(5g), the Marlo R. Schield and Constance M. Schield Revocable Trust dated May 28, 2002, as amended protests the rezoning request of Hathaway Lodge, LLC (RZN #22-002).

The Marlo R. Schield and Constance M. Schield Revocable Trust dated May 28, 2002, as amended owns approximately 19 feet of frontage along Hathaway Lodge, LLC's property.

Marlo R. Schield
Constance M. Schield
Signature
Marlo R. Schield
Constance M. Schield
Print Name

4/30/22
Date

as Trustee for the
Marlo R. Schield and Constance M. Schield
Revocable Trust dated May 28, 2002, as amended

Legal Description:

Lot 1 of Sawyer County Certified Survey Map No. 3610, as Recorded in Volume 15, Pages 3 and 4, part of Government Lot 4, Section 20, Township 38 North, Range 9 West, Town of Edgewater, Sawyer County, Wisconsin.

WARRANTY DEED

DOCUMENT NO.

008-938-20 5304 & 008-938-20 5403

Parcel Identification Number (PIN)

THIS DEED, made between David P. and Margaret F. Sirianni, as tenants in common, an undivided one-half (1/2) interest, Grantor, and Leslie A. Fisher Revocable Trust, Leslie A. Fisher, Trustee, Grantee,

WITNESSETH, That the said Grantor, for a valuable consideration conveys to Grantee the following described real estate in Sawyer County, State of Wisconsin:

The South 220 feet of Government Lot Three (3), Section Twenty (20), Township Thirty-eight (38) North, Range Nine (9) West. AND,

That part of Government Lot Four (4), Section Twenty (20), Township Thirty-eight (38) North, Range Nine (9) West, adjoining the foregoing described tract on the West and lying between the extended North and South lines of said tract and between the said tract and Little Sissabagama Lake.

Description obtained from commitment for Title Insurance prepared by Sawyer County Abstract.

This is not homestead property.

Together with all and singular hereditaments and appurtenances thereunto belonging;

And Grantor(s) warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except easements, exceptions, restrictions and reservations of record, and will warrant and defend the same.

Dated this 31 day of May, 2006.

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

David P. and Margaret F. Sirianni

(Signatures may be authenticated or acknowledged. Both are not necessary.)

*Names of persons signing in any capacity should be typed or printed below their signatures

PAULA CHISSER
SAWYER COUNTY, WI
REGISTER OF DEEDS

339243

06/05/2006 9:05 AM

RECORDING FEE 11.00
TRANSFER FEE 2,505.00

Pages 1

THIS SPACE RESERVED FOR RECORDING DATA

Name and Return Address:
Sawyer County Abstract
PO Box 169
Hayward, WI 54843

14284

(SEAL)

* David P. Sirianni

(SEAL)

* Margaret F. Sirianni

ACKNOWLEDGMENT

STATE OF MINNESOTA

COUNTY OF Ramsey

} ss.

Personally came before me this 31st day of May, 2006 the above named David P. and Margaret F. Sirianni, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same. CHASTATI L. SCHAEFER

Chastati L. Schaefer
Notary Public, Ramsey County, MINN
My Commission Expires: 1/31/10



DOCUMENT NO.

298467

QUIT CLAIM DEED

Recording Data

Frederic H.T. Braun, Eric Braun and Ilse Braun

quit-claims to Braun Woodlands II, LLC

the following described real estate in Sawyer
County, State of Wisconsin:

Register's Office } SS
Sawyer County }
Received for record this 1st day of
MARCH A.D. 2002 at 9:30 o'clock
A M and recorded as vol. 796
of Records on page 467-469

Joene Thon Register
Deputy

Return to:
Byrne Law Office
P.O. Box 1566
Wausau, WI 54402-1566

026-938-17-4301; 4401;
4201

See attached.

FEE
15s.
EXEMPT

This is not homestead property.
(is) (is not)

Dated this 23 day of January, 2002.

Frederic H.T. Braun (SEAL)
Frederic H.T. Braun

Eric Braun (SEAL)
Eric Braun

Ilse Braun (SEAL)
Ilse Braun

ACKNOWLEDGMENT

STATE OF Wisconsin,
COUNTY OF Waushara) ss.

Personally came before me this 23rd day of January, 2002, the above
named Frederic H.T. Braun
to me known to be the person(s) who executed the foregoing instrument and
acknowledged the same.

Joene Thon
Notary Public, Joene Thon Waushara
Wisconsin County
My Commission 2/12/2002

This Instrument Was Drafted By:

TERRENCE J. BYRNE
15 Forest Street
Wausau, WI 54403

7112322-1

ACKNOWLEDGMENT

VOL 796 PG 467

STATE OF)
) ss.
COUNTY OF)

Personally came before me this 23rd day of January, 2002, the above
named Eric Braun
to me known to be the person(s) who executed the foregoing instrument and
acknowledged the same.

Joene Thon
Notary Public, Joene Thon Washington
Whitman County, Washington
My Commission 2/13/2002

ACKNOWLEDGMENT

STATE OF Michigan)
) ss.
COUNTY OF OAKLAND)

Personally came before me this 11th day of February, 2002, the above
named Ilse Braun
to me known to be the person(s) who executed the foregoing instrument and
acknowledged the same.

Laura M. LeBeau
Notary Public, Laura M. LeBeau
Oakland County, Michigan
My Commission 12/3/02

VOL 796 PG 468

The West Half (W 1/2) of the Southeast Quarter (SE 1/4) and the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Seventeen (17), Township Thirty-eight (38), Range Nine (9) West containing 120 acres more or less; and

The East Half (E 1/2) of the Northeast Quarter (NE 1/4) and all of the Southeast Quarter (SE 1/4) and the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) all in Section Twenty (20) Township Thirty-eight (38) Range Nine (9) West containing 280 acres more or less.

VOL 796 PG 469



393261

PAULA CHISSER
REGISTER OF DEEDS SAWYER COUNTY, WI
11/18/2014 09:20AM
REC FEE: 30.00
TRANSFER: 325.20

PAGES 1

Document Number

STATE BAR OF WISCONSIN FORM 1-2003
WARRANTY DEED

THIS DEED, made between ROBERT B. CODY and ARLENE J. CODY, husband and wife, as survivorship marital property, ("Grantor", whether one or more)

and RANDALL J. MASSINO and CYNTHIA A. MASSINO, husband and wife as survivorship marital property, ("Grantee", whether one or more)

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in SAWYER County, State of Wisconsin (the "Property"):

That part of the NW¼ of the NW¼ of Section 29, Township 38 North, Range 9 West, Town of Edgewater, Sawyer County, Wisconsin, lying East of the Town Road, as now constructed and maintained.

Recording Area

Name and Return Address:
RANDALL J. MASSINO
CYNTHIA A. MASSINO
1029 EAST COURT STREET
KENNEBEC, IL 61327

008-938-29 2201

Parcel Identification Number (PIN)

Together with all appurtenant rights, title and interests.

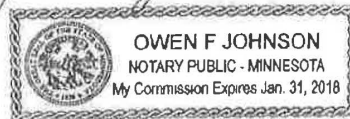
This IS NOT homestead property.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances and agreements entered into under them, recorded easements for the distribution of utility and municipal services, recorded building and use restriction and covenants, general taxes levied in 2014.

Dated this 4th day of November, 2014

ROBERT B. CODY

ARLENE J. CODY



AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____

TITLE MEMBER STATE BAR OF WISCONSIN

(If not, _____)

Authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAINED BY

Sara R. Vinopal

Attorney at Law

(Signatures may be authenticated or acknowledged. Both are not necessary.)

*Names of persons signing in any capacity should be typed or printed below their signatures.

ACKNOWLEDGMENT

STATE OF Minnesota

Hennepin COUNTY

Personally came before me this 4th day of November 2014 the above named ROBERT B. CODY and ARLENE J. CODY to me known to be the person(s) who executed the foregoing instrument and acknowledge the same

Notary Public, State of Minnesota

My Commission is permanent (If not, state expiration date)

1/31/2018

WARRANTY DEED

STATE BAR OF WISCONSIN

FORM No. 1-2003

393261 1 of 1

**State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED**

PAULA CHISSER
SAWYER COUNTY, WI
REGISTER OF DEEDS

334115

10/11/2005 9:30 AM

RECORDING FEE 11.00
TF EXEMPT 08M 0.00

Pages 1

Document Number

Document Name

THIS DEED, made between PETER LINDBERG and MARTHA LINDBERG,
husband and wife,
and PETER LINDBERG

("Grantor," whether one or more).

("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Sawyer County, State of Wisconsin ("Property") (if more space is needed, please attach addendum)

That part of the Northwest Quarter of the Northwest Quarter (NW¼NW¼), Section Twenty-Nine (29), Township Thirty-eight (38) North, Range Nine (9) West, described as Lot One (1), recorded in Volume Nine (9) of Certified Survey Maps, pages 32-33, Survey No. 1838.

Recording Area

Name and Return Address
Richard J. Gabriel, Esq.
880 Sibley Memorial Highway, Suite 114
Mendota Heights, MN 55118

008 938 29 2202

Parcel Identification Number (PIN)

This is not homestead property
(is) (is not)

Dated October 7, 2005

* PETER LINDBERG

(SEAL)

* MARTHA LINDBERG

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s)



TITLE MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis Stat § 706.06)

THIS INSTRUMENT DRAFTED BY

Richard J. Gabriel, Esq., 880 Sibley Memorial Hwy.,
Suite 114, Mendota Heights, MN 55118-1736

ACKNOWLEDGMENT

STATE OF MINNESOTA)

DAKOTA)

COUNTY)

SS

Personally came before me on October 7, 2005,
the above-named PETER LINDBERG and MARTHA LINDBERG, husband and wife,
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same

* RICHARD J. GABRIEL

Notary Public, State of Minnesota

My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

* Type name below signatures

SURVEYOR'S CERTIFICATE

That I have surveyed, divided and mapped that part of the NW $\frac{1}{4}$ -NW $\frac{1}{4}$, Section 29, T38N, R9W, Town of Edgewater, Sawyer County, Wisconsin, the exterior boundary of which is more particularly described as follows:

thence N 73°19'37" E, 221.35 feet to a point on a meander of Deep Lake, 21 feet, more or less, from the water's edge and the point of beginning;

thence N 54°28'41" E along said meander, 82.90 feet to a point 21 feet, more or less, from the water's edge of Deep Lake and on the north line of Section 29;

thence S 35° 08' 23" W along the northwesterly right of way of Green Lake Road, 330.46 feet;

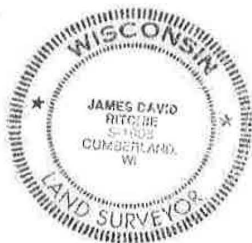
thence N 46° 40' 23" W, 174.22 feet to the point of beginning including those lands lying between the meander and the shores of Deep Lake by the extension of the side lot lines.

That such map is a true and correct representation of the survey and land division thereof made to the best of my knowledge and belief;

James D. Ritchie
James David Ritchie
Land Surveyor

Registrar's Office
Sawyer County

Received for record the 14 day of June A D 1922 at 9 o'clock
A and recorded in vol. 9
 of Est. Surv. on page 32-33
E. Louis Terhune
 Register





407416

PAULA CHISSER
REGISTER OF DEEDS SAWYER COUNTY, WI

06/30/2017 08:25AM

REC FEE: 30.00
TRANSFER: 540.00

PAGES 2

State Bar of Wisconsin Form 2-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between THOMAS J. LEINENKUGEL and PEGGY J. LEINENKUGEL,
trustees, or their successors, of the Thomas J. Leinenkugel and Peggy J.
Leinenkugel Revocable Trust dated September 10, 2007
 ("Grantor," whether one or more), and JOHNSON FAMILY FORESTS, LLC

("Grantee," whether one or more).

Grantor for a valuable consideration, conveys and warrants to Grantee the following
 described real estate, together with the rents, profits, fixtures and other appurtenant
 interests, in Sawyer County, State of Wisconsin ("Property") (if more
 space is needed, please attach addendum):

See Attached Addendum for Legal Description.

The attached legal description was obtained from Knight
 Barry Title Group Commitment No. 900576.

Recording Area

Name and Return Address

Knight Barry Title
PO Box 169
Hayward, WI 54843

*008-938-20-5401

900576

008-938-20-5413; 008-938-20-5414;

008-938-20-5415; 008-938-20-5417*

Parcel Identification Number (PIN)

This is not homestead property

(Yes) (is not)

Exceptions to warranties:

**Subject to Zoning Ordinances, Easements, Exceptions, Restrictions and Reservations of
 Record.**

Dated 6-23-2017

Thomas J. Leinenkugel and Peggy J. Leinenkugel
 Revocable Trust dated September 10, 2007

(SEAL) Thomas J. Leinenkugel, Trustee (SEAL)* Thomas J. Leinenkugel, Trustee (SEAL)(SEAL) Peggy J. Leinenkugel, Trustee (SEAL)* Peggy J. Leinenkugel, Trustee

AUTHENTICATION

Signature(s)

authenticated on

ACKNOWLEDGMENT

STATE OF

Washington

) ss.

D.C.

COUNTY)

Personally came before me on June 23, 2017
 the above-named Thomas J. Leinenkugel and Peggy J.

Leinenkugel, Trustees

to me known to be the person(s) who executed the foregoing
 instrument and acknowledged the same before me.

JERMAIN MARTIN
NOTARY PUBLIC DISTRICT OF COLUMBIA
 My Commission Expires January 14, 2020

TITLE. MEMBER STATE BAR OF WISCONSIN

(If not,

authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Michael A. Kelsey, Attorney at Law
State Bar No. 01013300

Notary Public, State of Washington, D.C.My commission (is permanent) (expires: 01/14/2020)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 2-2003

*Type name below signatures

INFO-PRO™ www.infoforms.com

ADDENDUM TO WARRANTY DEED

Grantor: *Thomas J. Leinenkugel and Peggy J. Leinenkugel, trustees, of the Thomas J. Leinenkugel and Peggy J. Leinenkugel Revocable Trust dated September 10, 2007*

Grantee: *Johnson Family Forests, LLC*

PIN: *008-938-20-5413; 008-938-20-5414; 008-938-20-5415; 008-938-20-5417; and 008-938-20-5401*

Lots 1, 2 and 3 of Certified Survey Map No. 5270 recorded in Volume 17 of Certified Survey Maps, Pages 149-150, as Document No. 248865, being a part of Government Lot 4, Section 20, Township 38 North, Range 9 West, Town of Edgewater, Sawyer County, Wisconsin.

AND,

Lot 2 of Certified Survey Map No. 5167 recorded in Volume 16 of Certified Survey Maps, Page 309, as Document No. 246429, being a part of Government Lot 4, Section 20, Township 38 North, Range 9 West, Town of Edgewater, Sawyer County, Wisconsin.

AND,

That part of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 19 and part of Government Lot 4 of Section 20, all in Township 38 North, Range 9 West, Town of Edgewater, Sawyer County, Wisconsin, more particularly described as follows Commencing at the Southwest corner of said Section 20 in Deep Lake; thence North 01° 39' 01" East, on the West line of said Section 20 a distance of 694.22 feet to an aluminum county monument on a meander line of Deep Lake, being the point of beginning, thence North 81° 00' 49" West, on said meander line, 84.36 feet to an iron pipe found; thence North 03° 42' 19" East, leaving said meander line, 627.04 feet to an iron bar found; thence North 88° 00' 35" East, 86.22 feet to an iron bar found at the Northwest corner of Certified Survey Map No. 4097 recorded In Volume 16, Page 182; thence South 28° 51' 00" East on the Westerly line of said Certified Survey Map, 337.50 feet to an iron bar found; thence South 10° 23' 27" East; on said Westerly line, 210.65 feet to an iron bar found; thence South 30° 16' 16" East, 241.85 feet to an iron bar set; thence South 71° 11' 09" East 172.36 feet to an iron bar set; thence South 80° 28' 21" East, 114.75 feet to an iron bar set; thence South 00° 48' 25" West, 71.23 feet to an iron bar set; thence North 84° 39' 55" West, 422.20 feet to an iron bar set on a meander line of Deep Lake; thence North 51° 24' 57" West on said meander line, 282.83 feet to the point of beginning, including all land between the meander line and the water's edge of Deep Lake between the lot line extended. (Plat of Survey No. 20389-5)

DESCRIPTION

PART OF GOVERNMENT LOT 4, SECTION 20, TOWNSHIP 38 NORTH, RANGE 9 WEST, TOWN OF EDGEWATER, SAWYER COUNTY, WISCONSIN, MORE ACCURATELY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20 WHICH FALLS IN DEEP LAKE; THENCE NORTH 01 DEGREE 39 MINUTES 01 SECOND EAST ON THE WEST LINE OF SAID SECTION 20 A DISTANCE OF 694.22 FEET TO AN ALUMINUM COUNTY MONUMENT; THENCE CONTINUING NORTH 01 DEGREE 39 MINUTES 01 SECOND EAST 1027.08 FEET TO AN ALUMINUM COUNTY MONUMENT ON THE SOUTH SHORE OF LITTLE SISSABAGA LAKE; THENCE SOUTH 02 DEGREES 03 MINUTES 12 SECONDS EAST 384.99 FEET TO AN IRON BAR FOUND BEING THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 58 MINUTES 28 SECONDS EAST 220.33 FEET TO AN IRON BAR FOUND ON A MEANDER LINE OF LITTLE SISSABAGAMA LAKE; THENCE SOUTH 11 DEGREES 31 MINUTES 49 SECONDS EAST ON SAID MEANDER LINE 115.63 FEET TO AN IRON BAR SET; THENCE SOUTH 40 DEGREES 46 MINUTES 31 SECONDS EAST ON SAID MEANDER LINE 131.49 FEET TO AN IRON BAR FOUND; THENCE SOUTH 61 DEGREES 26 MINUTES 18 SECONDS WEST LEAVING SAID MEANDER LINE 189.37 FEET TO AN IRON PIPE FOUND; THENCE NORTH 28 DEGREES 51 MINUTES 00 SECONDS WEST 337.50 FEET TO THE POINT OF BEGINNING. INCLUDING ALL THE LAND BETWEEN THE MEANDER LINE AND THE WATERS EDGE OF LITTLE SISSABAGAMA LAKE BETWEEN THE LOT LINES EXTENDED. CONTAINING 1.27 ACRES, MORE OR LESS. SUBJECT TO ALL EXISTING EASEMENTS AND RESERVATIONS.

SURVEYORS CERTIFICATE

I, DAVID F. RIEDER, A REGISTERED LAND SURVEYOR IN THE STATE OF WISCONSIN, HEREBY CERTIFY THAT THIS MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF IN COMPLIANCE WITH SECTION 236.34 OF THE WISCONSIN STATUTES UNDER THE DIRECTION OF HAROLD KISSINGER.



David F. Rieder

DAVID F. RIEDER
REGISTERED LAND SURVEYOR
WISCONSIN REG. #S-1737
14 MARCH 1994

244859

Register's Office
Sawyer County }
Received for record this 25 day of
Oct AD 1994 at 2:45 o'clock
P M and recorded in vol. 16
of Certified Surveys on page 182-183
E. J. Jensen Register

Deputy

Sheet 2 of 2 Page 2 of 2
183

302134

STATE BAR OF WISCONSIN FORM 3 - 1998
QUIT CLAIM DEED

Document Number

This Deed, made between MARLO R. SCHIELD AND
CONSTANCE M. SCHIELD, husband and wife,
survivorship marital propertyGrantor
and MARLO R. SCHIELD AND CONSTANCE M. SCHIELD, OR ANY
SUCCESSOR TRUSTEE, TRUSTEES OF THE MARLO R. SCHIELD AND
CONSTANCE M. SCHIELD REVOCABLE TRUST DATED MAY 28,
2002, AS AMENDEDGrantee
Grantor quit claims to Grantee the following described real estate in
SAWYER County, State of Wisconsin:Register's Office } SS
Sawyer County }
Received for record this 5th day of
Aug A.D. 2002 at 8:07 o'clock
And recorded as vol. 811
of records on page 268
Paula Chesser
Registrar
DeputyFEE
16
EXEMPTName and Return Address
Jeffrey L. Huttenburg
170 3rd Street North
Wisconsin Rapids WI 54494008 938 19 4401 6008 938 20 5410
Parcel Identification Number (PIN)This IS NOT homestead property.
(-is) (is not)THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE-1/4 SE-1/4) OF SECTION NINETEEN (19),
TOWNSHIP THIRTY-EIGHT (38) NORTH, OF RANGE (9) EAST, SAWYER COUNTY, WISCONSIN,
SUBJECT TO RECORDED PROPERTY LINE AGREEMENT.
AND
LOT 1 OF SAWYER COUNTY CERTIFIED SURVEY MAP NO. 3630, AS RECORDED IN VOLUME 15,
PAGES 3 AND 4, PART OF GOVERNMENT LOT 4, SECTION 20, TOWNSHIP 38 NORTH, RANGE 9
WEST, TOWN OF EDGEWATER, SAWYER COUNTY, WISCONSIN.

Together with all appurtenant rights, title and interests

Dated this 31ST day of JULY 2002

(SEAL)

MARLO R. SCHIELD

(SEAL)

CONSTANCE M. SCHIELD

AUTHENTICATION

Signature(s) MARLO R. SCHIELD AND

CONSTANCE M. SCHIELD

authenticated this 31ST day of JULY 2002

JEFFREY L. HUTTENBURG

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by §706.08, Wis. Stats.)THIS INSTRUMENT WAS DRAFTED BY NC
Jeffrey L. Huttenburg
170 3rd Street North
Wisconsin Rapids WI 54494(Signatures may be authenticated or acknowledged. Both are not
necessary.)* Names of persons signing in any capacity must be typed or printed below their signature.
QUIT CLAIM DEEDSTATE BAR OF WISCONSIN
FORM No. 3 - 1998

ACKNOWLEDGMENT

State of Wisconsin,

County.

Personally came before me this _____ day of
_____, the above namedto
me known to be the person _____ who executed the foregoing
instrument and acknowledge the same.Notary Public, State of Wisconsin
My commission is permanent. (If not, state expiration date: _____)

VOL 811 PG 268

Wisconsin Legal Systems, Inc.
Milwaukee, Wis

I, Neal A. Halberg, 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 MICHAEL KELSEY.

This land is located in Part of Gov't Lot 4, of Section 20, T 38 N, R 9 W, in the Town of Edgewater, Sawyer County, Wisconsin and is part of Sawyer County Certified Survey Map No. 1838 as recorded in Vol. 9 on pages 32 and 33.

Commencing at the South 1/4 corner of said Section 20, T 38 N, R 9 W. Thence N 89°54'05" W, 1964.72 feet along the south line of said Section 20 to the ACTUAL POINT OF BEGINNING. Thence continuing along said south line, N 89°54'05" W, 360.71 feet to a meander corner on the East shore of Deep Lake, Thence along the meander line of Deep Lake, N 56°16'52" E 83.04 feet, to the end of said meander line, Thence S 84°39'10" E, 293.19 feet, along the north line of Sawyer County Certified Survey Map No. 1838, Thence leaving said north line, S 0°48'44" W, 19.40 feet, BACK TO THE POINT OF BEGINNING and including all the land between the meander line and the waters edge of Deep Lake between the parcel lines extended to the waters edge of Deep Lake.

Subject to all existing easements and reservations.

This Certified Survey Map supersedes C.S.M. No. 3621, recorded in C.S.M. Vol. 14, pages 384 and 385. Lot 1 of this CSM is substandard in size and is being added to the parcel immediately to the South to correct deed discrepancies.

This instrument drafted by
Neal A. Halberg
S-1322

233959



Register's Office
Sawyer County }

Received for record this 12 day of March, AD 1993 at 8:15 o'clock
AM and recorded in vol. 15
of Certified Surveys on page 3-4
E. Christensen Registrar

Deputy

Approved this 12 day of March, 1993, by David Hensch
Sawyer County Zoning Admin.

Re: *Hathaway Lodge, LLC Rezoning Application (RZN #22-002)*
Our File No.: 33094-36549

AFFIDAVIT IN SUPPORT OF PROTEST PETITION

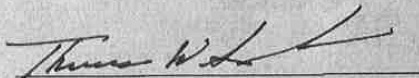
STATE OF MN)
) ss.
COUNTY OF Hennepin)

Thomas Schnack, being first duly sworn under oath, deposes and states as follows:

1. I am an owner of property on Little Sissabagama Lake in Sawyer County, Wisconsin. I am opposed to Hathaway Lodge, LLC's proposed rezoning of its property, Parcel #008-938-20-5402, as proposed in file RZN 22-002.
2. I organized the protest petition to oppose Hathaway Lodge, LLC's rezoning application.
3. As a part of my efforts, I spoke to each property owner who has signed the protest petition, confirmed the owner's opposition to Hathaway Lodge, LLC's rezoning application, and arranged for them to sign the protest petition. I arranged for signatures between June 26 and July 11, 2022, and each signature is true and correct to the best of my knowledge.
4. Every property owner who has signed the protest petition has signed voluntarily.

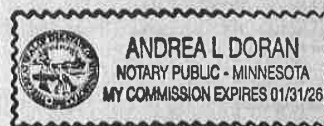
FURTHER YOUR AFFIANT SAYETH NAUGHT.

Dated this 13 day of July, 2022.


Thomas Schnack

Subscribed and sworn to before me
this 13 day of July, 2022.


Notary Public



My Commission expires: 1/31/2026



Rezone Request STAFF REPORT FOR COUNTY BOARD

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

File: # RZN 22-008

Applicant:

Terrance Petit
N4093 Keehn Road
Winter, WI 54896

Property Location & Legal Description:

Town of Winter. Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; S09, T38N, R05W; Parcel #032-538-09-3306; 6.55 total acres; Zoned Agricultural One (A-1).

Request:

Purpose of request is to rezone all A-1 underlying zone district to Residential/Recreational Two (RR-3). Purpose of rezone is requested in order to subdivide into (2) Residential/Recreational Two (RR-2) parcels. For a lot split of less than 5 acres.

Summary of Request & Project History:

The applicant is requesting to rezone the above described 6.55 acres of from A-1 to RR-2. The A-1 zone district requirements would need a minimum of 5 acres and a 300' width requirement. Thus, the zone district change is being requested. The Town of Winter comprehensive plan future land use shows this area as "Residential". With a mixing of zone districts between A-1, RR-2, and RR-1 with similar use occurring. The anticipated lot sizes if the rezone is approved would be 2 lots at approximately 4 acres per lot. This area is not currently being farmed for agricultural use.

Public Hearing Info:

There were 4 opinion letters sent out. 1 returned with no objections. The Town of Winter approved the request on June 8th, 2022. The Sawyer County ZC made the recommendation for approval at the June Public Hearing of a vote of 5-0 with referencing all findings of facts in their determination.

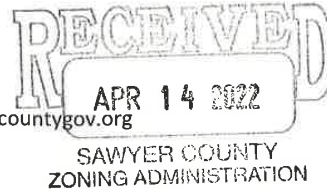


Rezoning Application # 22-008
Town of WINTER
Sawyer County

Return Original

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

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



Owner: Terrance A. Petit

Address: N4093 Keen RD, WINTER, WI 54896
Phone: (715) 992-1102 Email: terrypetit4@gmail.com

Legacy PIN # 032538093306 Acreage: 6.55

Change from District Ag 1 to RR2

Property Description: TOWN OF WINTER, S09 T38N R05W PR5WSW
TAX ID# 33978

Purpose of

Request: possible split of property to under 5 ac

TERRY A. PETIT

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

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

Name, Address, Phone & Email of Agent:

Phone _____ Email: _____

Office Information: Fee: \$500.00
Rev. 1/2021

Date of Public Hearing June 17, 2022

Real Estate Sawyer County Property Listing**Today's Date:** 4/14/2022**Property Status:** Current**Created On:** 2/6/2007 7:55:57 AM**Description**

Updated: 6/9/2021

Tax ID: 33978
PIN: 57-032-2-38-05-09-3 03-000-000060
 Legacy PIN: 032538093306
 Map ID: .11.6
 Municipality: (032) TOWN OF WINTER
 STR: S09 T38N R05W
 Description: PRT SWSW
 Recorded Acres: 6.550
 Lottery Claims: 0
 First Dollar: No
 Zoning: (A-1) Agricultural One
 ESN: 428

**Tax Districts**

Updated: 2/6/2007

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

**Recorded Documents**

Updated: 11/21/2014

+ TRANSFER BY AFFIDAVIT

Date Recorded: 9/17/2021

[434756](#)**+ MAP OF SURVEY**

Date Recorded: 8/12/2013

9385-11

+ WARRANTY DEED

Date Recorded: 11/10/1999

[280754](#) 691/111**Ownership**

Updated: 9/20/2021

TERRANCE A PETIT

WINTER WI

Billing Address:

TERRANCE A PETIT
 N4093 KEEHN RD
 WINTER WI 54896

Mailing Address:

TERRANCE A PETIT
 N4093 KEEHN RD
 WINTER WI 54896

**Site Address** * indicates Private Road

4180N KEEHN RD

WINTER 54896

**Property Assessment**

Updated: 6/21/2018

2022 Assessment Detail

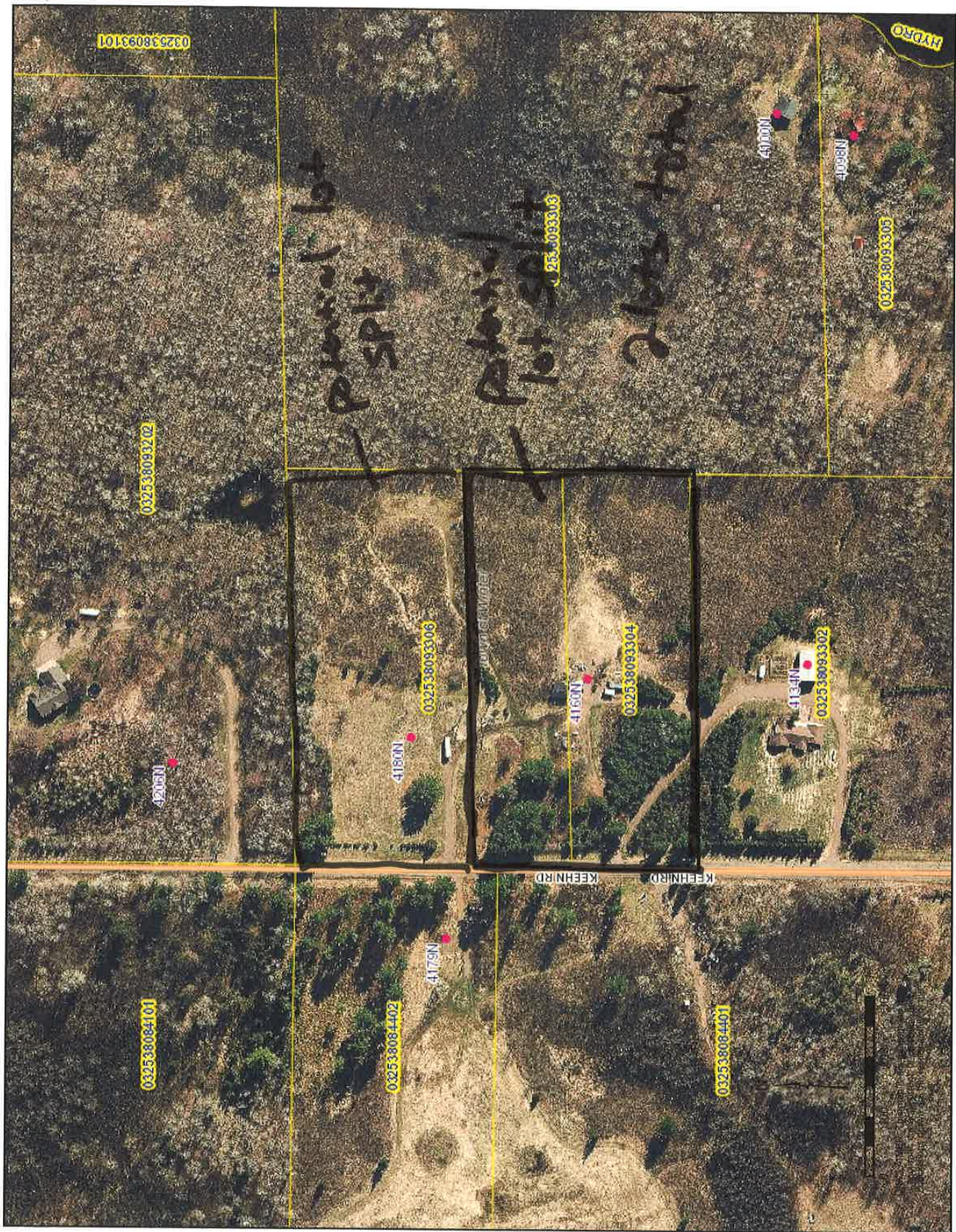
Code	Acres	Land	Imp.
G1-RESIDENTIAL	6.550	15,600	0

2-Year Comparison

	2021	2022	Change
Land:	15,600	15,600	0.0%
Improved:	0	0	0.0%
Total:	15,600	15,600	0.0%

**Property History**

N/A

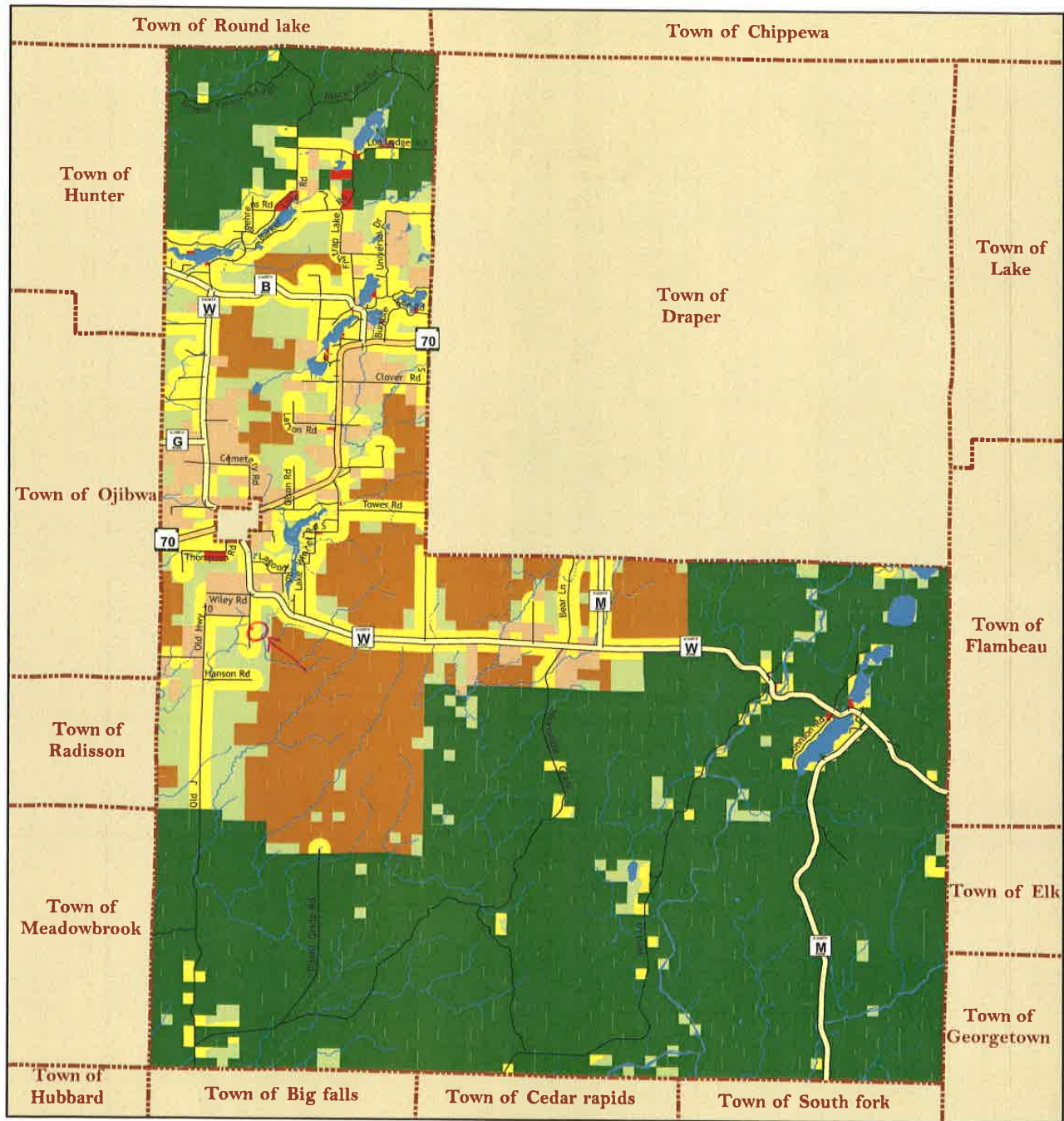






Town of Winter, Sawyer County, Wisconsin

Map 56 - Future Land Use
01/21/2010



Future Land Use

- Residential
- Public Forest
- Government/Institutional
- Agriculture
- Commercial
- Forest Residential
- Forest Rural Residential



**SAWYER COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. _____**

Case #22-008 Owner Name Terrance Petit

RESOLUTION TO AMEND SAWYER COUNTY OFFICIAL ZONING MAP

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

WHEREAS, the owner of real property located at Part of the SW ¼ of the SW 1.4; S09, T38N, R05W; Parcel #032-538-09-3306; 6.55 total acres; Zoned Agricultural One (A-1). (the "Property"), and as more fully described as set forth in Exhibit A, which is attached hereto and incorporated herein, requested a rezoning of the Property's zoning designation from (A-1) Agricultural One to (RR-2) Residential/Recreation Two (the "Zoning Designation Amendment");

WHEREAS, the Sawyer County Zoning Committee (the "Zoning Committee"), at its meeting on June 17, 2022, reviewed the proposed Zoning Designation Amendment for the Property;

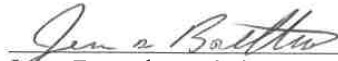
WHEREAS, the Zoning Committee voted to recommend approval/denial of the proposed Zoning Designation Amendment to the Sawyer County Board of Supervisors ("County Board"); as determined by findings of Fact included as Exhibit B.

WHEREAS, the County Board determined, at its meeting on July 21, 2022, that adopting the proposed Zoning Designation Amendment for the Property is warranted to protect the health, welfare and safety of its citizens.

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

1. Amendment to Official Zoning Map. The Property's zoning designation shall be amended to (RR-2) Residential/Recreational Two.
2. Additional Actions. The Sawyer County Department of Zoning and Conservation Administrator (or his/her designee) shall take all necessary steps to ensure that the amendment adopted herein is completed.

This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its meeting on June 17, 2022 by this Sawyer County Zoning Committee on this July 21, 2022.


Jesse Boettcher, Chairman


Ronald Buckholtz, Vice-Chairman


Tweed Shuman, Member


Stacy Hessel, Member


Michael Maestri, Member


John Righelmer, Alternate Member

This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 21st day of July, 2022.


Tweed Shuman,
Sawyer County Board of Supervisors Chairman


Lynn Fitch,
County Clerk

EXHIBIT A
Property Description

Case #RZN 22-008

Owner: Terrance Petit

Part of the SW ¼ of the SW 1.4; S09, T38N, R05W; Parcel #032-538-09-3306; 6.55 total acres; Zoned
Agricultural One (A-1)



Rezone Request STAFF REPORT FOR COUNTY BOARD

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

File: # RZN 22-009

Applicant:

Travis & Kelley Butterfield
14430W State Hwy 77
Hayward, WI 54843

Property Location & Legal Description:

Town of Round Lake. Part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$; S19, T41N, R06W; Parcel #024-641-19-2202; 43.62 total acres; Zoned Agricultural One (A-2).

Request:

Purpose of request is to rezone approximately 8.9 total acres of the 43.62 acres from A-2 to Residential/Recreational One (RR-1). This is being requested to then divide property into (3) three separate lots that are smaller than (5) acres as required in A-2.

Summary of Request & Project History:

The applicant is requesting to rezone the above described 8.9 acres of from A-2 to RR-1. The A-2 zone district requirements would need a minimum of 5 acres and a 300' width requirement. Thus, the zone district change is being requested. The Town of Round comprehensive plan future land use shows this area as "Private Forest". Private Forest are areas where the Town has seen growth in residential development and is anticipated to see this active continue. In order to protect the natural resource base and to promote low density development it is recommended that development be limited to a minimum lot size of 5 acres with one single-family dwelling and no further subdivision of the lot within this area. There is an existing RR-1 parcel that was rezoned in 2003 from this larger parcel from A-2 to RR-1 and is 2.5 total acres. The current use of land and surrounding area is light residential, little agricultural, and private forest. This current parcel is not actively engaged in an agricultural activity and is primarily use for recreation and hunting.

The 3 proposed parcels are to be approximately 2.5 acres with a strip of RR-1 zoned property on either side of lot 1 and 3 (see attached preliminary map). With the proposed rezone all zone district dimensional requirements would be met.

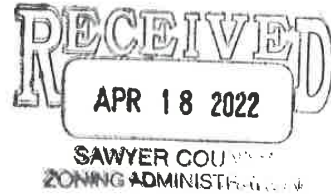
Public Hearing Information:

There were 4 opinion letters sent out to adjacent property owners. None were returned but several individuals attended the public hearing to voice there concerns with the proposed rezone in opposition of the request.

At the Town Board meeting on June 9th 2022 the Town voted to deny the proposed rezone application. At the June 17th Sawyer County Zoning Committee Public Hearing it was recommended to deny the proposed rezone request of a vote of 5-0 with the finding of facts of:

It would not be consistent with the Town/County comprehensive Plan

It would not be compatible with the surrounding uses in the area.



Rezoning Application # 22-009
Town of Round Lake
Sawyer County

Return Original

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

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

Owner: Travis A + Kelley A. Butterfield

Address: 14430 W. State Rd 77 - Hayward, WI 54843

Phone: 715-492-7021 Email: drillerbiker@gmail.com

Legacy PIN # 024641192202 Acreage: ~~7.62~~ 8.9 approx of 43.62 total

Change from District A-2 to RR1

Property Description: Pct Frac NWNW

Purpose of Request: To make 3 separate lots that are smaller than 5 acres.

Travis Butterfield

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

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

Name, Address, Phone & Email of Agent:

Phone: _____ Email: _____

Office Information: Fee: \$500.00

Date of Public Hearing 6-17-22

Real Estate Sawyer County Property Listing

Today's Date: 5/3/2022

Property Status: Current**Created On: 2/6/2007 7:55:40 AM****Description**

Updated: 2/28/2018

Tax ID:	24332
PIN:	57-024-2-41-06-19-2 02-000-000020
Legacy PIN:	024641192202
Map ID:	.6.2
Municipality:	(024) TOWN OF ROUND LAKE
STR:	S19 T41N R06W
Description:	PRT FRAC NWNW
Recorded Acres:	43.620
Calculated Acres:	43.674
Lottery Claims:	0
First Dollar:	No
Waterbody:	Hay Creek
Zoning:	(A-2) Agricultural Two
ESN:	

**Tax Districts**

Updated: 2/6/2007

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

**Recorded Documents**

Updated: 2/7/2022

PERSONAL REPRESENTATIVES DEED	
Date Recorded: 1/25/2022	437284
LETTERS	
Date Recorded: 1/25/2022	437283
QUIT CLAIM DEED	
Date Recorded: 10/28/1996	257501

**Ownership**

Updated: 2/7/2022

TRAVIS A & KELLEY A BUTTERFIELD HAYWARD WI**Billing Address:**

TRAVIS A & KELLEY A BUTTERFIELD
 14430W STATE HWY 77
 HAYWARD WI 54843

Mailing Address:

TRAVIS A & KELLEY A BUTTERFIELD
 14430W STATE HWY 77
 HAYWARD WI 54843

**Site Address** * Indicates Private Road

N/A

**Property Assessment**

Updated: 7/16/2019

2022 Assessment Detail

Code	Acres	Land	Imp.
G5-UNDEVELOPED	8.620	1,700	0
G6-PRODUCTIVE FOREST	35.000	29,600	0

2-Year Comparison

	2021	2022	Change
Land:	31,300	31,300	0.0%
Improved:	0	0	0.0%
Total:	31,300	31,300	0.0%

**Property History**

N/A

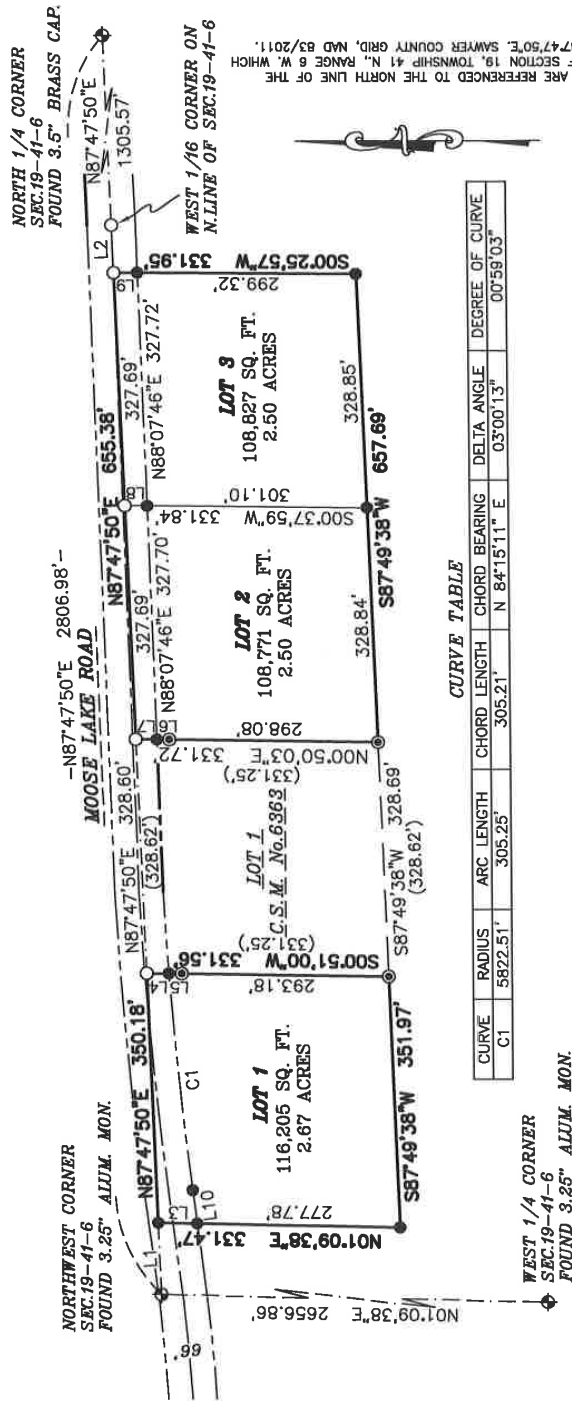
Jay,

Attached is a preliminary C.S.M. of the Butterfield property. The goal is to rezone the strip of land on the north side of the NW1/4-NW1/4 of Section 19 from Ag-2 to Residential. This rezoning will include the land directly west of the proposed Lot 1 and directly east of the proposed Lot 3.

Thanks, Jesse

PRELIMINARY SAWYER COUNTY CERTIFIED SURVEY MAP

LOCATED IN PART OF THE FRACTIONAL NORTHWEST QUARTER OF THE NORTHWEST QUARTER, OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 6 WEST, IN THE TOWN OF ROUND LAKE, SAWYER COUNTY, WISCONSIN.



CURVE TABLE

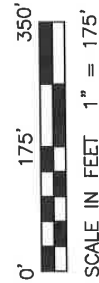
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	DEGREE OF CURVE
C1	5822.51'	305.25'	305.21'	N 84°15'11" E	03°00'13"	00°59'03"

LINE TABLE

L1=	N87°47'50"E 100.17'
L2=	N87°47'50"E 67.07'
L3=	N01°09'38"E 53.69'
L4=	S00°51'00"W 30.56'
L5=	S00°51'00"W 7.81'
L6=	N00°50'03"E 4.80'
L7=	N00°50'03"E 28.78'
L8=	S00°37'59"W 30.74'
L9=	S00°25'57"W 32.63'
L10=	N82°41'08"E 47.26'

LEGEND

- P.L.S.S. Corner Monument of record as noted.
- Set .75" x 18" Iron Rod wt. 1.50 lbs. per foot.
- Found 1.25" O.D. Iron Pipe
- Calculated Position
- Recorded Data



JOB # 15321

Prepared by:

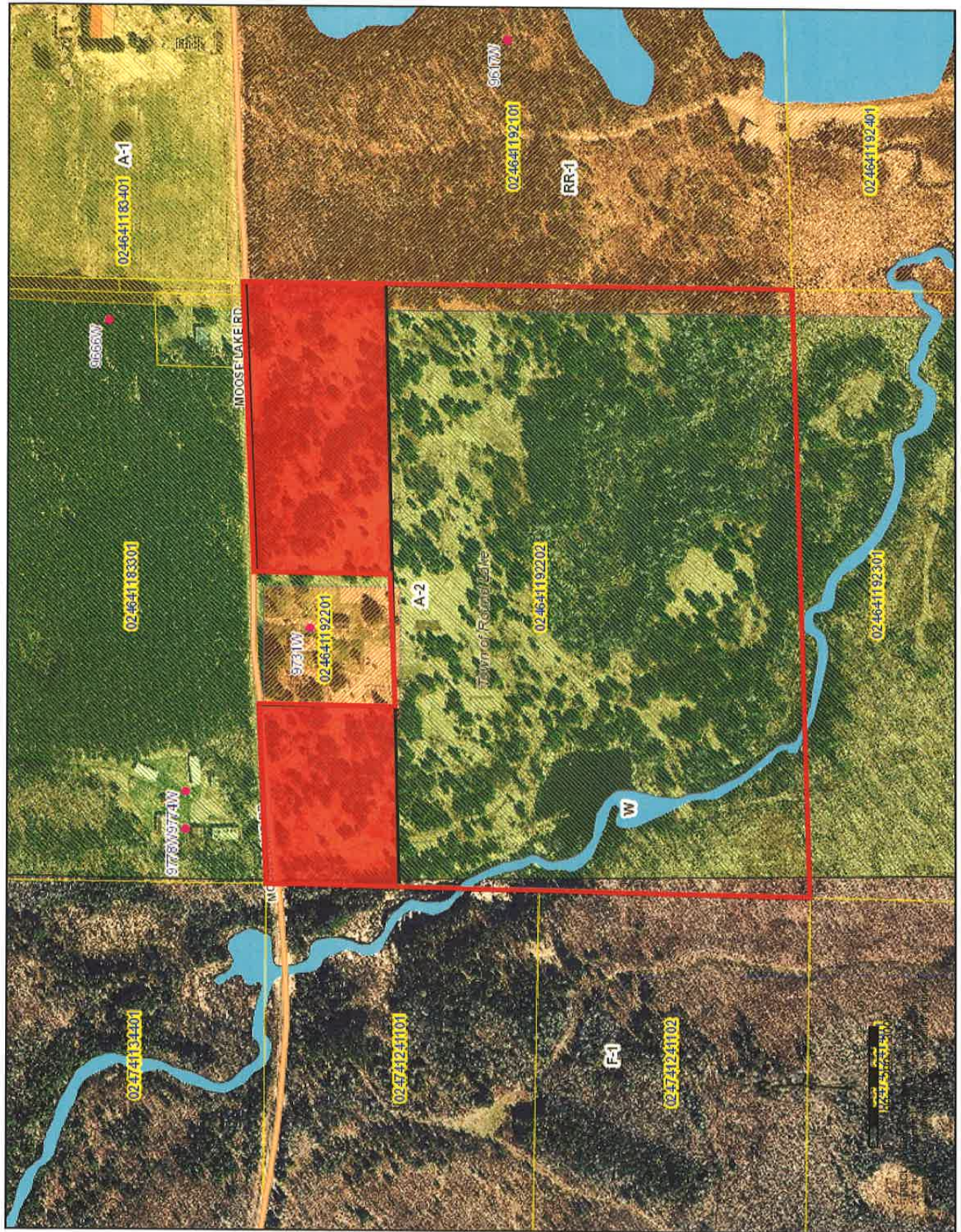
Jesse Suzan Land Surveying LLC

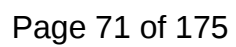
Phone No. (715) 634-0774

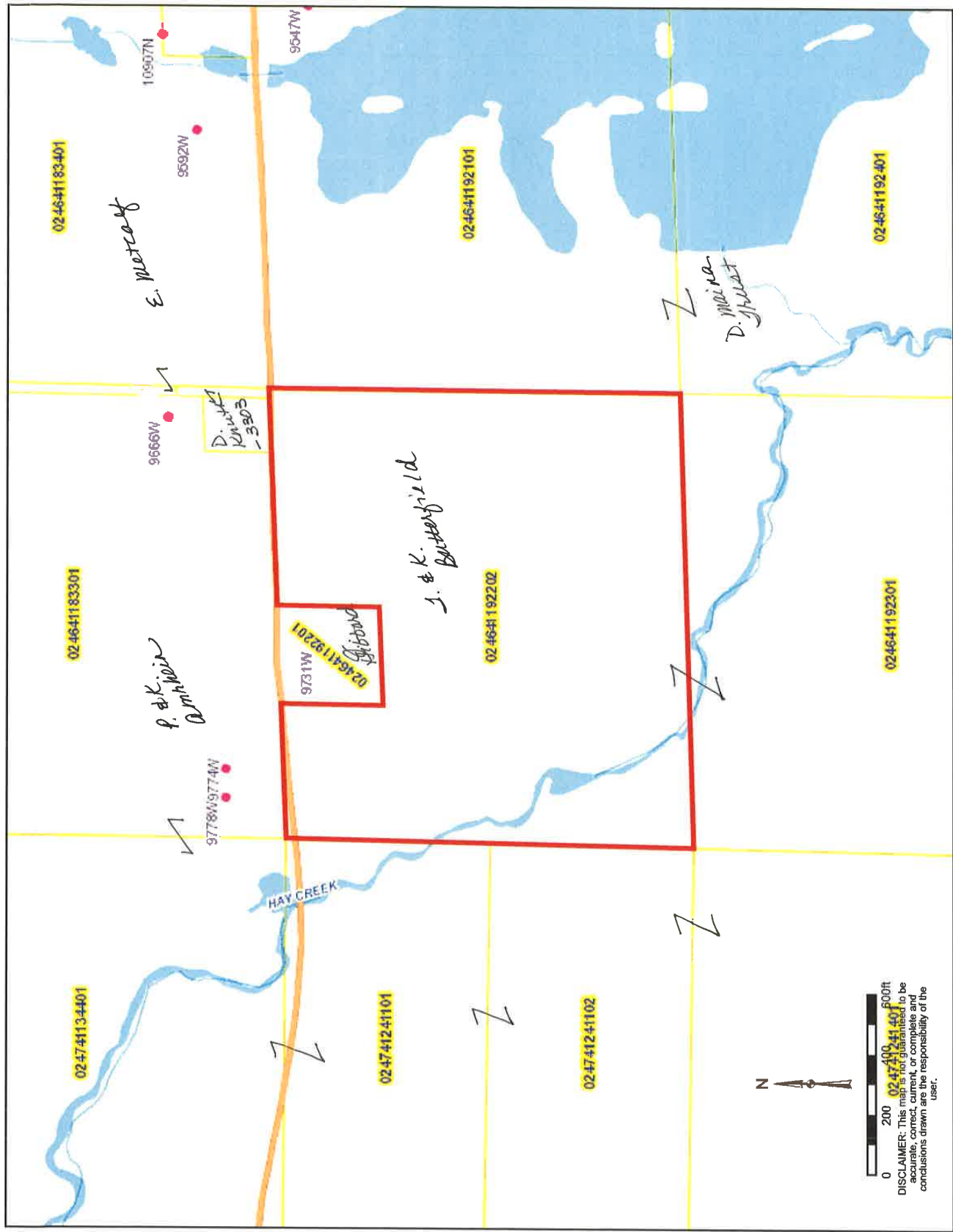
13731W Spstrom Circle

Hayward, WI 54843

Sheet 1 of 2 Sheets





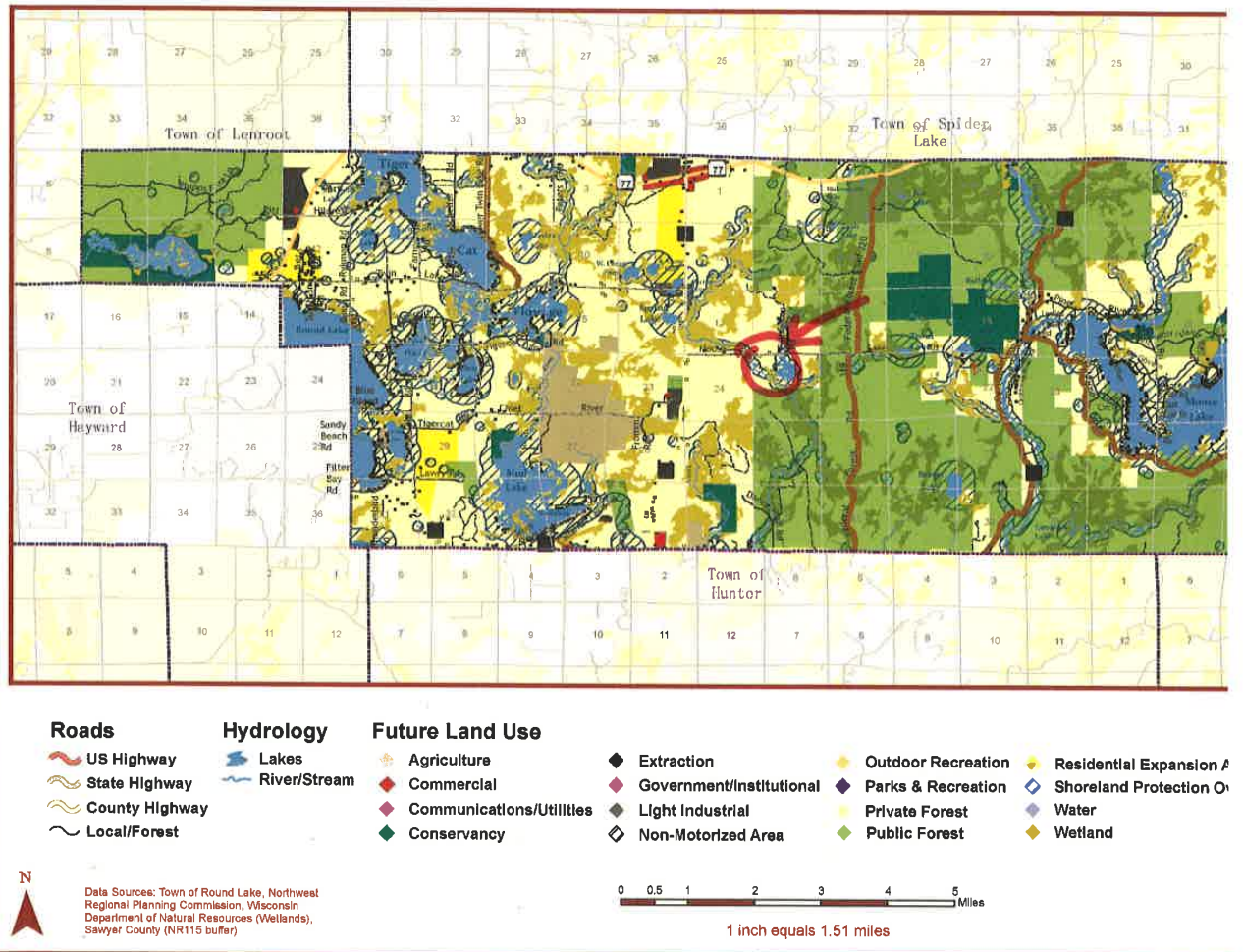


0 200 400 600 ft
 02 47 41 134 401
 02 47 41 243 101
 02 47 41 241 102

DISCLAIMER: This map is for informational purposes only and should not be used to make any legal or financial decisions. The accuracy, current, or complete and conclusions drawn are the responsibility of the user.

Map 8.3 - Future Land Use

Town of Round Lake



**SAWYER COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. _____**

Case # 22-009 Owners Name: Travis & Kelley Butterfield

RESOLUTION TO AMEND SAWYER COUNTY OFFICIAL ZONING MAP

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

WHEREAS, the owner of real property located at Part of the NW ¼ of the NW ¼; S19, T41N, R06W; Parcel #024-641-19-2202; 43.62 total acres; Zoned Agricultural Two (A-2). (the "Property"), and as more fully described as set forth in Exhibit A, which is attached hereto and incorporated herein, requested a rezoning of the Property's zoning designation from Agricultural Two (A-2) to Residential/Recreational One (RR-1), (the "Zoning Designation Amendment");

WHEREAS, the Sawyer County Zoning Committee (the "Zoning Committee"), at its meeting on June 17, 2022, reviewed the proposed Zoning Designation Amendment for the Property;

WHEREAS, the Zoning Committee voted to recommend approval ~~denial~~ of the proposed Zoning Designation Amendment to the Sawyer County Board of Supervisors ("County Board"); and

WHEREAS, the County Board determined, at its meeting on July 21, 2022, that adopting/denying the proposed Zoning Designation Amendment for the Property is warranted to protect the health, welfare and safety of its citizens.

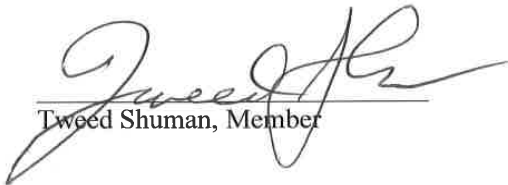
NOW, THEREFORE BE IT RESOLVED, by the Sawyer County Board of Supervisors approves/denies the following:

1. Amendment to Official Zoning Map. The Property's zoning designation shall be amended to Residential/Recreational One (RR-1).
2. Additional Actions. The Sawyer County Department of Zoning and Conservation Administrator (or his/her designee) shall take all necessary steps to ensure that the amendment adopted herein is completed.

This Resolution is recommended for adoption ~~(disapproval)~~ by the Sawyer County Board of Supervisors at its meeting on JULY 21, 2022 by this Sawyer County Zoning Committee on this JUNE 17, 2022

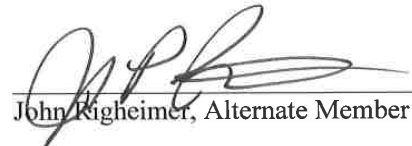

Jesse Boettcher, Chairman


Ronald Buckholtz, Vice-Chairman


Tweed Shuman, Member


Stacy Hessel, Member

Michael Maestri, Member


John Righheimer, Alternate Member

This Resolution is hereby adopted/disapproved by the Sawyer County Board of Supervisors this 21st day of JULY, 2022.

Tweed Shuman,
Sawyer County Board of Supervisors Chairman

Lynn Fitch, County Clerk

EXHIBIT A

Property Description

Case #22-009

Owners Name: Travis & Kelley Butterfield

Part of the NW ¼ of the NW ¼; S19, T41N, R06W; Parcel #024-641-19-2202; 43.62 total acres;
Zoned Agricultural Two (A-2).



SAWYER COUNTY ZONING & CONSERVATION DEPARTMENT

10610 MAIN STREET SUITE 49 • HAYWARD, WISCONSIN 54843 • Phone (715) 634-8288

Email: Jay.kozlowski@sawyercountygov.org OR Kathy.marks@sawyercountygov.org

Summary for questionnaire 03/21/22:

Sawyer County is yet again looking at making some ordinance amendments and we need our Town's help to see what way we should shape these possible revisions. Attached with this letter is a questionnaire that seeks to do just that. The questionnaire is specifically looking at two different elements which are summarized below.

The first element of amendments is for the potential allowance of one smaller "storage shed" on vacant lots (lots that do not contain a primary dwelling). This situation was brought up about 10 years ago and is coming back up again now. Inquiries have been received by the Zoning Department seeking placement of Storage Structures where there is no Principal Structure. Some inquiries arose from property owners camping on their land and needing a place to store equipment for general upkeep of the property. Currently, accessory structures/storage sheds are not allowed on vacant land, regardless of size unless the individual receives a Conditional Use Permit that would give them a 3-year time frame in which they need to take out a permit to build the primary dwelling on the property. Provisions are also included in Section 17 of the Zoning Ordinance which identifies Zone Districts where Accessory Structures are listed under Conditional Uses or Agricultural Use buildings. Otherwise, storage sheds or any other similar structures on vacant lots as of are in violation of the Zoning Ordinance. The current ordinance would also read that a Land Use Permit be required for any structure greater than 100 sq ft. With this proposed "storage shed" language we would require a permit regardless of size and also require a fire number/site address, Town Driveway Permit if applicable and that no "habitable" area be allowed.

The second element is the nature of shipping containers. We have definitely seen an increase in these shipping containers, pods, freight containers, etc. over the last several years and need to decide how they are treated moving forward. Currently, shipping containers would be viewed as "accessory structures" and are only allowed on parcels that already contain a principal/primary dwelling and that a Land Use Permit would be required. There are mixed thoughts on these types of shipping containers. While they do offer cheaper / dry and secure storage area they also may be unsightly to some. Preliminary discussions suggest that a differentiation may be needed between Storage Sheds and Shipping Containers. Please see (enclosed) questionnaire that will hopefully help The Sawyer County Zoning Committee determine which route the County should proceed with these types of "shipping container structures".

Should a sufficient number of towns support Storage Structure/Sheds options listed in the questionnaire, the Zoning Committee and Zoning Department would then continue discussing actual Zoning Ordinance amendments.

The Towns' responses are critical to understanding what towns would like to allow or restrict, the permitting process required, conditions for permitting and any concerns Town may identify with allowing Storage Structures or Shipping Containers in certain Zone Districts. Please submit back to my self via e-mail, Kathy Mark's e-mail, or mail directly to our office. We are still in the early planning stage here and Towns would receive the final draft version if the proposed amendments continue to move forward. If there is a difference of opinion at the Town level feel free to fill out multiple questionnaires.

Thank you,

Jay Kozlowski

Sawyer County Zoning & Conservation Administrator

**SAWYER COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. _____**

**RESOLUTION TO AMEND SAWYER COUNTY ORDINANCE, SECTION 2.0
DEFINITIONS, SECTION 4.26 ACCESSORY USES AND STRUCTURES, AND
SECTION 9.2 LAND USE PERMITS**

WHEREAS, Wisconsin law permits Sawyer County (the “County”) to adopt certain zoning ordinances and amend its existing zoning ordinances;

WHEREAS, the County desires to amend its existing Sawyer County Ordinance Section 2.0 Definitions, Section 4.26 Accessory Uses and Structures, and Section 9.2 Land Use Permits

WHEREAS, the Sawyer County Zoning Committee (the “Zoning Committee”), at its meeting on June 17, 2022, reviewed the proposed Ordinance revisions to Section 2.0 Definitions, Section 4.26 accessory uses and structures, and section 9.2 land use permits are attached hereto and incorporated into this Resolution as Exhibit A;

WHEREAS, the Zoning Committee voted to recommend approval/denial of the Ordinance Revisions to the Sawyer County Board of Supervisors (“County Board”); and

WHEREAS, the County Board determined, at its meeting on July 21, 2022 that adopting the Ordinance Revisions in the form set forth in Exhibit A are warranted to protect the health, welfare and safety of its citizens.

NOW, THEREFORE BE IT RESOLVED, by the Sawyer County Board of Supervisors that the Sawyer County Ordinances shall be amended as follows:

1. Section 2.0 Definitions, Section 4.26 Accessory Uses and Structures, and Section 9.2 Land Use Permits shall be adopted in the County Zoning Ordinance.
2. Additional Actions. The Sawyer County Department of Zoning and Conservation Administrator (or his/her designee) shall take all necessary steps to ensure that the Ordinance Revisions adopted herein are completed and necessary renumbering of definitions for alphabetical order occur.

This Resolution is recommended for adoption to the Sawyer County Board of Supervisors at its meeting on July 21, 2022 by this Sawyer County Zoning Committee on this June 17, 2022.


Jesse Boettcher, Chairman


Ron Buckholtz, Vice-Chairman


Stacey Hessel, Member


Tweed Shuman, Member

Michael Maestri, Member


John Righeimer, Alternate Member

This Resolution is hereby adopted by the Sawyer County Board of Supervisors this ____ day of _____, 20__.

Tweed Shuman,
Sawyer County Board of Supervisors Chairman

Lynn Fitch
County Clerk

EXHIBIT A

Proposed Zoning Ordinance Revision/Amendment

Sawyer County Ordinance Section 2.0 Definitions, Section 4.26 Accessory Uses and Structures, and Section 9.2 Land Use Permits

Section 2.0 DEFINITIONS

- (1) **ACCESSORY STRUCTURE OR USE:** A detached subordinate structure or a use which is clearly incidental to, and customarily found in connection with, the principal structure or use to which it is related, and which is located on the same lot as the principal structure or use. Accessory structures include decks, patios, garages, sheds, yard barns, carports, quonset huts, shipping containers, semi-trailers, etc. Whether something is portable, temporary, or on skids; it is still considered a structure. See Section 4.26 for other requirements.
- (93) **SHIPPING CONTAINERS/ INTERMODAL CONTAINERS.** A shipping container/ intermodal container, is a large, standardized shipping container or semi-trailer, designed and built for intermodal freight transport. Shipping containers/intermodal containers are to be treated as ACCESSORY STRUCTURES and subject to Land Use Permit requirements. Accessory structures are not allowed on vacant property unless the Conditional Use requirements under 4.26(1), (2), or (3) can be met. Shipping Container/Intermodal containers are primarily used to store and transport materials and products efficiently and securely in the global containerized intermodal freight transport system. These containers are known under several names including, but not limited to, simply container, cargo or freight container, ISO container, semi- trailers, shipping, sea or ocean container, sea van or conex box, container van, sea can, c can, etc. Any Shipping Container/Intermodal Container on any lot except zoned Industrial (I-1) or Commercial (C-1) requires Town Approval. More than one (1) Shipping Container/Intermodal Container on any lot except zoned Industrial (I-1) or Commercial (C-1) requires Town Approval and a Conditional Use Permit (CUP). More than three (3) Shipping Container(s)/Intermodal Container(s) on lots zoned Industrial (I-1) or Commercial (C-1) requires Town Approval and a Conditional Use Permit (CUP). This would include stacking of these containers.
- (98) **STORAGE SHED / STORAGE STRUCTURE:** means a structure used exclusively for the storage of tools, materials, and equipment and not used for human habitation.

4.26 ACCESSORY USES AND STRUCTURES

Any permanent, roofed structure, serving as an accessory use if attached to the principal building, shall be considered part of the principal structure. Accessory structures shall conform to the setback and other dimensional requirements of the zone district within which it is located. Accessory structures are not allowed on vacant property unless the Conditional Use requirements under 4.26(1), (2), or (3) can be met.

An exemption is granted for one (1) STORAGE SHED / STORAGE STRUCTURE to be allowed on vacant parcels with the following requirements:

1. Parcel must contain a minimum of 20,000 square feet of land area.
2. This exemption is not allowed in platted subdivisions.
3. This exemption requires a Land Use Permit regardless of size and not to exceed 144 square feet of footprint area.
4. Must be less than 14' in height.
5. No habitation is allowed in these exempt structures.
6. Applicable accessory structure setbacks shall be applied.
7. A fire number/site address is required as part of this STORAGE SHED / STORAGE STRUCTURE exemption.
8. A SHIPPING CONTAINER / INTERMODAL CONTAINER in excess of 144 square feet is not allowed for this exemption.
9. Check with respective Town or County Highway Department if a driveway permit is required.

9.2 LAND USE PERMITS

9.21

5) A permit fee and permit shall be waived for the placement of, or construction of, or alteration of, or addition to any structure whereby the placement contains 100 square feet or less; the structure to be constructed contains 100 square feet or less; or an alteration or addition results in an increase of 100 square feet or less. An application must still be filed with the Zoning Department for SHORELAND properties for any structures and for accessory structure exemptions specified in Section 4.26.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

Resolution 2022-_____

**RESOLUTION AUTHORIZING CLERK OF CIRCUIT COURT TO WRITE OFF
SMALL DEBTS, UNCOLLECTIBLE DEBTS AND CONTRACT WITH A DEBT
COLLECTOR**

WHEREAS, the Sawyer County Clerk of Court has a number of cases with
outstanding fines, forfeitures, and fees; and

WHEREAS, Section 59.52(28) Wisconsin Statutes provides: *The board may adopt a
resolution authorizing the Clerk of Circuit Court, under section 59.40(4), to contract with a
debt collector, as defined in section 427.103(3), or enter into an agreement with the
department of revenue under section 71.93(8) for the collection of debt.*

WHEREAS, there are a number of fines, forfeitures, and fees existing in cases within
the Clerk of Court’s office that may be viewed as uncollectible because of the following:

- the debtor is deceased and the death has been verified by letter, a death certificate or a
check of the Register of Deeds department records.
- the balance due is less than \$20.00 or the cost to collect is not effective and the
account has been inactive for at least 10 years.
- no action was commenced within 20 years after the judgment or decree was entered
(Wisconsin Statute 893.40).

NOW, THEREFORE, LET IT BE RESOLVED that the Clerk of Court shall be
granted the authority to write off any fines, forfeitures, and fees when the above criteria
exists.

BE IT FURTHER RESOLVED that the Sawyer County Board of Supervisors
authorizes the Sawyer County Clerk of Court to contract with a debt collector for the
collection of unpaid fines, forfeitures, and fees.

BE IT FURTHER RESOLVED that the Clerk of Court shall be granted the authority in
cases where civil judgments are entered by the court order with an annual interest rate that
the Clerk of Court shall be allowed the discretion to negotiate a write off of the interest if the
amount of the civil judgment is paid in full.

This Resolution is recommended for adoption by the Sawyer County Board of
Supervisors at its meeting on July 21, 2022, by this Sawyer County Public Safety Committee
on this July 7, 2022.

_____	_____
Ron Buckholtz, Chair	Marc Helwig, Vice Chair

37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

Ed Peters, Member

Marshal Savitski, Member

Jason Weaver, Member

This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 21st day of July, 2022.

Tweed Shuman,
Sawyer County Board of Supervisors Chairman

Lynn Fitch,
Sawyer County Clerk

Resolution_____

RESOLUTION TO ADJUST AMBULANCE PERSONNEL WAGES

WHEREAS, Sawyer County operates a countywide Ambulance service which is staffed by Basic & Advanced Emergency Medical Technicians (EMT-B, AEMT) and Paramedics; and,

WHEREAS, it is necessary to employ trained and licensed personnel to operate an Ambulance service; and,

WHEREAS, attracting and retaining employees has become more difficult in the current job market; and,

WHEREAS, the Ambulance service has had a sustained number of position vacancies and almost no applicants for these positions; and,

WHEREAS, a review by Administration with the EMS Director identified below market compensation as the reason for employees leaving and lack of applicants creating open positions; and,

WHEREAS, an adjustment to wages is recommended in order to continue to staff and operate a County Ambulance service and be competitive with other ambulance services in the region; and,

WHEREAS, the adjustment of these positions would result in an annual increase in annual operating expenses of approximately \$210,000; and,

WHEREAS, the additional cost in 2022 would be absorbed by the existing budget and result in additional EMS levy in 2023.

NOW, THEREFORE BE IT RESOLVED, that the Sawyer County Board of Supervisors approves the increase in Ambulance personnel wages as outlined with an effective date of August 1, 2022.

FISCAL IMPACT: \$ 210,000 in 2023

This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its meeting on July 21, 2022, by this Sawyer County Public Safety meeting this 7th day of July, 2022.

Ron Buckholtz, Member

Ed Peters, Member

Marc Helwig, Member

Jason Weaver, Member

Marshal Savitski, Member

31 This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its meeting
32 on July 21, 2022, by this Sawyer County Finance Committee this 14th day of July, 2022.

33 _____
34 Ron Kinsley, Member Tom Duffy, Member

35 _____
36 Stacey Hessel, Member Dale Schleeter, Member

37 _____
38 John Righeimer, Member

39

40 _____

41 This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 21st day of July, 2022.

42

43 _____
44 Tweed Shuman Lynn Fitch
45 Sawyer County Board of Supervisors Sawyer County Clerk

46

47

48

49

50

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

Resolution 2022- _____

**PSAP GRANT FUNDING FOR ONE
PUBLIC SAFETY ANSWERING POINT PER COUNTY**

WHEREAS, every municipal and state agency that provides fire suppression, law enforcement, and EMS, may establish a 911 system. Most counties operate their own Public Safety Answering Point (PSAP) to meet the needs of their citizens; and

WHEREAS, the 2017-19 Wisconsin state budget required DMA to create an emergency services IP network to be provided to all PSAPs. This digital network is essential in transitioning the state's 911 system from the old and outdated analog system to a current and advanced NextGeneration 911 system; and

WHEREAS, 2019 Wisconsin Act 26 created a much needed PSAP grant program aimed to provide grant dollars for advanced training of telecommunicators; equipment or software expenses; and incentives to consolidate some or all of the functions of two or more PSAPs; and

WHEREAS, 2019 Wisconsin Act 26 requires that only one PSAP per county receive the grant funds; and

WHEREAS, DMA Chapter 2 requires the county board of supervisors determine the one PSAP per county via resolution except for Milwaukee County where the Intergovernmental Cooperation Council will make the determination.

NOW, THEREFORE, BE IT RESOLVED that Sawyer County does hereby designate the Sawyer County Public Safety Answering Point for the purposes of 2019 Wisconsin Act 26 grant dollars or federal grant opportunities.

Recommended for adoption by the Sawyer County Board of Supervisors at its meeting on July 21, 2022, by this Sawyer County Public Safety Committee on July 7, 2022.

_____	_____
Ron Buckholtz, Chair	Marc Helwig, Vice Chair

_____	_____
Ed Peters, Member	Marshal Savitski, Member

Jason Weaver, Member

This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 21st day of July, 2022.

42

43

44 _____
45 Tweed Shuman
46 Sawyer County Board of Supervisors

Lynn Fitch
Sawyer County Clerk

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 _____, a _____ ("Lessee"). Lessor and Lessee may be referred to herein in the singular as a "Party" or collectively as the "Parties."

Commented [1]: If the Lessee is an entity, the full entity information should be filled in if the Lessee is an entity. Lessee shall also provide proof of good standing from the state of organization or incorporation.

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

Commented [2]: If Hangar is already constructed.

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.

Commented [3]: Add Holding Tank area or other areas subject to Lease if needed.

2. **Term and Extension.** The term of this Lease shall be for a period of twenty (20) years commencing _____, 20____. 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 4 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. **FBO Agreement-Hangar.** Simultaneously with the execution of this Lease, the Parties have entered into an FBO Agreement-Hangar, a copy of which is attached hereto for reference as Exhibit B. The FBO Agreement-Hangar provides in part that Lessee may operate a Category IX, Aircraft Parking and Storage, as set forth in the Sawyer County Municipal Airport Minimum Standards and Procedures Ordinance (the "Minimum Standards Ordinance"), on the Leased Premises (the "Aeronautical Service"). The FBO Agreement-Hangar also provides that Lessee may terminate the FBO Agreement-Hangar, as described in Section 5(c) of the FBO Agreement-Hangar ("Termination Date"). Should Lessee terminate the FBO Agreement-Hangar, Lessee shall pay rent to Lessor as set forth in Section 4 below.

Commented [4]: Add if Lessee will also be conducting a business at the Hangar Property, as required under the Minimum Standards Ordinance.

4. **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 \$ _____ ("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.

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

6. **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.

7. **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.

8. **Hangar Construction.** Lessee shall have the right to erect, maintain, and alter 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.

9. **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 [active](#) 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 hanging 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.

10. 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.

11. 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 11, 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.

12. 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.

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

14. 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 (FAA). This includes, but is not limited to, compliance with FAA regulations and guidance, Department of Transportation ("DOT"), FAA Policy on the Non-Aeronautical Use of Airport Hangars, 81 Fed. Reg. 38906 (Jun. 15, 2016) and DOT, Frequently Asked Questions and Answers on FAA Policy on Use of Hangars at Obligated Airports (2016), as is updated and adopted by the DOT from time to time, regarding permissible and impermissible hangar use, as follows:

A. Permissible aeronautical uses of a hangar include – storage of active aircraft; shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft; construction of amateur-built or kit-built aircraft provided that activities are conducted safely; storage of aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft, or items related to ancillary or incidental uses that do not affect a hangar's primary use and purpose – the storage of active aircraft; storage of materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, materials related to ancillary or incidental uses that do not affect a hangar's primary use and purpose – the storage of active aircraft; storage of non-aeronautical items that do not interfere with the primary use and purpose of the hangar – the storage of active aircraft; a vehicle parked at the hangar while the aircraft usually stored in that hangar is flying.

B. Impermissible uses of a hangar include – use as a residence; operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, and non-aeronautical business office; activities which impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar; activities which displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar; storage of household items that could be stored in commercial facilities; long-term storage of derelict aircraft and parts; storage of items or activities prohibited by local or state law; fuel, and other dangerous and Hazmat materials; storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use

15. 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.

16. 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.

17. 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.

18. 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.

19. 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).

20. 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.

21. 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.

22. 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 23 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 25 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.

23. 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.

Commented [RJR5]: Add if Lessee is an entity.

24. 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.

25. 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.

26. 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.

27. 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, or failure by Lessee to keep any of its covenants, including but not limited to a Lessee's impermissible hangar use, as specified in Section 14 (a) and (b), 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. Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice.

(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. Remedies include, but are not limited to, the Lessor's right to evict the Lessee, pursuant to Wisconsin Statutes Chapter 704.

(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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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/ _____
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, i.e., _____ 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

By: _____
Its: _____

By: _____
Its: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared _____, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 20__.

NOTARY PUBLIC
My commission expires: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared _____. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 20__.

Commented [6]: Modify if Lessee is an entity.

NOTARY PUBLIC
My commission expires: _____

EXHIBITS TO BE ATTACHED:
EXHIBIT A – LEASED PREMISES DESCRIPTION
EXHIBIT B – FBO AGREEMENT-HANGAR
EXHIBIT C – PERSONAL GUARANTYS

Commented [7]: Add if applicable.

Exhibit A
Leased Premises
(See attached)

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 _____ ("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 _____. 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 \$_____. ("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 active 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 ("FAA"). This includes, but is not limited to, compliance with FAA regulations and guidance, Department of Transportation ("DOT"), FAA Policy on the Non-Aeronautical Use of Airport Hangars, 81 Fed. Reg. 38906 (Jun. 15, 2016) and DOT, Frequently Asked Questions and Answers on FAA Policy on Use of Hangars at Obligated Airports (2016), as is updated and adopted by the DOT from time to time, regarding permissible and impermissible hangar use, as follows:

A. Permissible aeronautical uses of a hangar include – storage of active aircraft; shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft; construction of amateur-built or kit-built aircraft provided that activities

are conducted safely; storage of aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft, or items related to ancillary or incidental uses that do not affect a hangar's primary use and purpose – the storage of active aircraft; storage of materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, materials related to ancillary or incidental uses that do not affect a hangar's primary use and purpose – the storage of active aircraft; storage of non-aeronautical items that do not interfere with the primary use and purpose of the hangar – the storage of active aircraft; a vehicle parked at the hangar while the aircraft usually stored in that hangar is flying.

B. Impermissible uses of a hangar include – use as a residence; operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, and non-aeronautical business office; activities which impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar; activities which displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar; storage of household items that could be stored in commercial facilities; long-term storage of derelict aircraft and parts; storage of items or activities prohibited by local or state law; fuel, and other dangerous and Hazmat materials; storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use

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, or failure by Lessee to keep any of its covenants, including but not limited to a Lessee's impermissible hangar use, as specified in Section 13 (a) and (b), 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. Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice.

(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. Remedies include, but are not limited to, the Lessor's right to evict the Lessee, pursuant to Wisconsin Statutes Chapter 704.

(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/
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

By: Andy Albarado
Its: County Administrator

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared Andy Albarado, 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 _____. 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
(See attached)

APPROVING SAWYER COUNTY AIRPORT HANGAR GROUND LEASE AGREEMENT

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

48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66

The subject matter of this Resolution and the Schull Hangar Ground Lease Agreement was discussed by the Sawyer County Public Works Committee on July 13, 2022 and was recommended for approval by the County Board at its meeting on July 21, 2022.

_____ Ron Kinsley, Chair	_____ Ed Peters, Vice Chair
_____ Brian Bisonette, Member	_____ Chris Rusk, Member
_____ Marc Helwig, Member	

This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 21st day of July, 2022.

_____ Tweed Shuman Sawyer County Board of Supervisors	_____ Lynn Fitch Sawyer County Clerk
---	--

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 Schull Properties of Hayward, 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. _____ (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 _____. 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 an initial yearly rent of fifteen cents (\$0.15) per square foot for the land leased (in 2022), for a total annual charge of \$540 (“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 active 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 hanging 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 ("FAA"). This includes, but is not limited to, compliance with FAA regulations and guidance, Department of Transportation ("DOT"), FAA Policy on the Non-Aeronautical Use of Airport Hangars, 81 Fed. Reg. 38906 (Jun. 15, 2016) and DOT, Frequently Asked Questions and Answers on FAA Policy on Use of Hangars at Obligated Airports (2016), as is updated and adopted by the DOT from time to time, regarding permissible and impermissible hangar use, as follows:

- A. Permissible aeronautical uses of a hangar include – storage of active aircraft; shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft; construction of amateur-built or kit-built aircraft provided that activities

are conducted safely; storage of aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft, or items related to ancillary or incidental uses that do not affect a hangar's primary use and purpose – the storage of active aircraft; storage of materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, materials related to ancillary or incidental uses that do not affect a hangar's primary use and purpose – the storage of active aircraft; storage of non-aeronautical items that do not interfere with the primary use and purpose of the hangar – the storage of active aircraft; a vehicle parked at the hangar while the aircraft usually stored in that hangar is flying.

- B. Impermissible uses of a hangar include – use as a residence; operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, and non-aeronautical business office; activities which impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar; activities which displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar; storage of household items that could be stored in commercial facilities; long-term storage of derelict aircraft and parts; storage of items or activities prohibited by local or state law; fuel, and other dangerous and Hazmat materials; storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use

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, or failure by Lessee to keep any of its covenants, including but not limited to a Lessee's impermissible hangar use, as specified in Section 13 (a) and (b), 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. Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice.

(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. Remedies include, but are not limited to, the Lessor's right to evict the Lessee, pursuant to Wisconsin Statutes Chapter 704.

(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/Schull Properties of Hayward, LLC
Attention: Dale Schull _____

(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.

33. 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.

[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

SCHULLPROPERTIES OF HAYWARD, LLC

By: Andy Albarado
Its: County Administrator

By: Dale Schull
Its: Member

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared Andy Albarado, 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 _____. 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

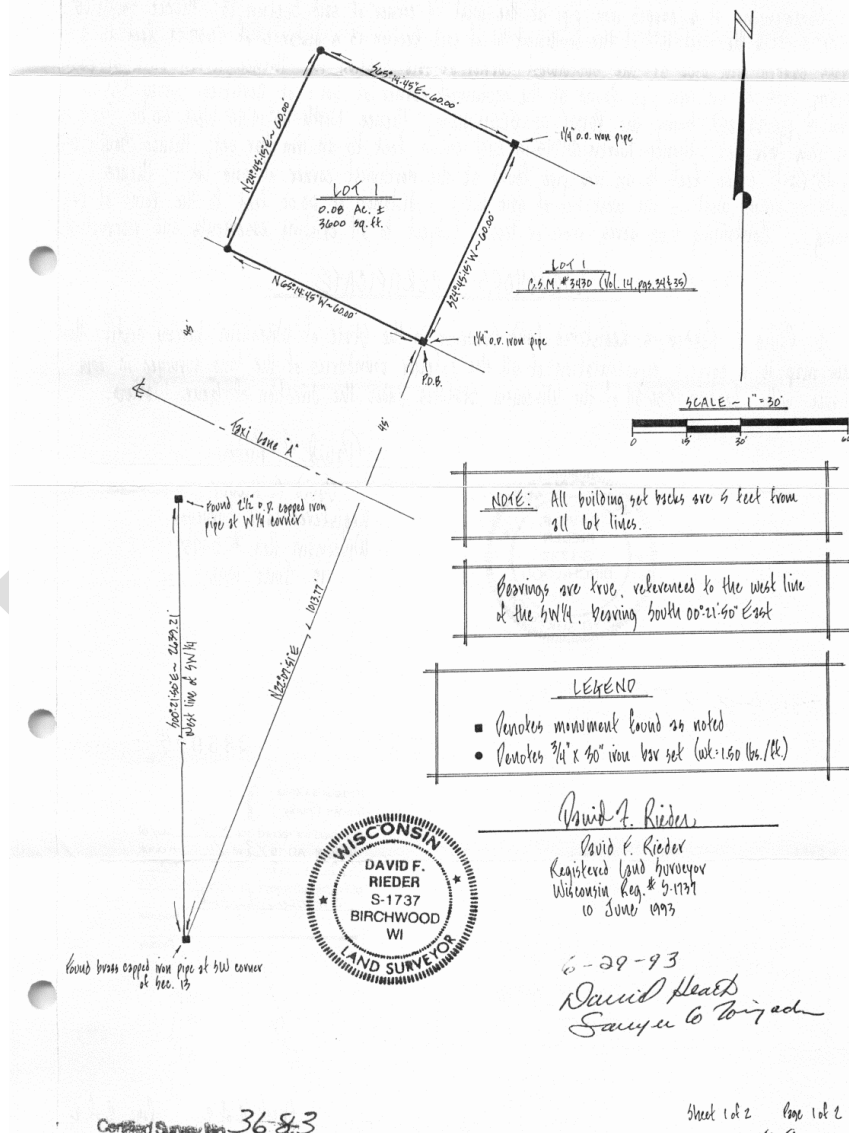
(See attached)

DRAFT

SCHEDULE "A" - SAWYER COUNTY/EUGENE WALTERS SR. HANGAR AREA LEASE
(July, 1993)

CERTIFIED SURVEY MAP

Part of the SW1/4 - SW1/4 of Section 13, T41N, R9W, Town of Hayward, Sawyer County, Wisconsin



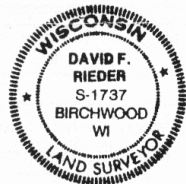
DESCRIPTION

Part of the southwest 1/4 of the southwest 1/4 of section 13, Township 41 North, Range 9 West, Town of Hayward, Sawyer County, Wisconsin, more accurately described as follows:

Commencing at a capped iron pipe at the west 1/4 corner of said section 13; thence South 00° 11' 50" East on the west line of the southwest 1/4 of said section 13 a distance of 2639.21 feet to a brass capped iron pipe at the southwest corner of said section 13; thence North 22° 07' 51" East 1013.77 feet to an iron pipe found at the southwest corner of lot 1 of Certified Survey #3430 (Vol. 14, pgs. 34 & 35) being the POINT OF BEGINNING; thence North 65° 14' 45" West 60.00 feet to an iron bar set; thence North 24° 45' 15" East 60.00 feet to an iron bar set; thence South 65° 14' 45" East 60.00 feet to an iron pipe found at the northwest corner of said lot 1; thence South 24° 45' 15" West on the west line of said lot 1 a distance of 60.00 feet to the Point of Beginning. Containing 0.00 acres, more or less. Subject to all existing easements and reservations.

SURVEYORS CERTIFICATE

I, David F. Rieder, a Registered Land Surveyor in the State of Wisconsin, hereby certify that this map is a correct representation of all the exterior boundaries of the land surveyed in compliance with section 236.34 of the Wisconsin Statutes under the direction of Gene Walkers.



David F. Rieder

David F. Rieder
Registered Land Surveyor
Wisconsin Reg. # 5-1737
10 June 1993

235977

Register's Office
Sawyer County }
Received for record this 29 day of
June AD 1993 at 10 o'clock
AM and recorded in vol. 15
of Certified Surveys on page 109-110
E. J. [Signature] Register
Deputy

Sheet 2 of 2 Page 2 of 2

HANGAR PURCHASE AGREEMENT

This Agreement is entered into by and between Veronica Walters, hereinafter "Seller" and Schull Properties of Hayward, LLC, hereinafter "Buyer", for the purposes herein stated.

WHEREAS, Seller is the owner of a Hangar located at the Sawyer County Municipal Airport, located in Sawyer County, Hayward, Wisconsin, hereinafter "Hangar". Said Hangar is located on the parcel described on the attached "Exhibit A"; and

WHEREAS, Buyer wishes to purchase said Hangar under the following terms and conditions:

1. The purchase price shall be Ninety-Seven Thousand Five Hundred Dollars (\$97,500.00).
2. This is a cash transaction, not subject to financing.
3. Closing shall take place on or before July 31, 2022.
4. This Hangar Purchase Agreement is contingent upon Buyer or its assign(s), being granted a new Twenty (20) year Hangar Area Lease from Sawyer County, on or before July 31, 2022.
5. Buyer and Seller hereby agree that in the event Sawyer County does not grant an Airport Hangar Area Lease to Buyer or its assigns, this purchase agreement is null and void.
6. Seller shall execute any and all documents necessary in order to convey and transfer to Buyer, all rights and interest in said Hangar including, but not limited to, a Bill of Sale.
7. Seller represents that she owns the Hangar free and clear of any liens and encumbrances except for those created beyond the control of the Seller.
8. This agreement shall be governed by the laws of the State of Wisconsin.

WITNESS our signatures this _____ the day of June, 2022.

Seller:

Veronica Walters
Veronica Walters

Buyer: Schull Properties of Hayward, LLC

By:

Dale B. Schull
Dale B. Schull, Sole Member



State of Wisconsin

County of Sawyer

This document was signed before me on

06-15-2022
by Dale B. Schull

Notary's Signature Jack Rainville

My commission expires 08-24-2025

APPROVING SAWYER COUNTY AIRPORT HANGAR GROUND LEASE AGREEMENT

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

48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66

The subject matter of this Resolution and the Vecchie Hangar Ground Lease Agreement was discussed by the Sawyer County Public Works Committee on July 13, 2022 and was recommended for approval by the County Board at its meeting on July 21, 2022.

Ron Kinsley, Chair

Ed Peters, Vice-Chair

Brian Bisonette, Member

Chris Rusk, Member

Marc Helwig, Member

This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 21st day of July, 2022.

Tweed Shuman
Sawyer County Board of Supervisors

Lynn Fitch
Sawyer County Clerk

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 Ronald J. Vecchie (“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. 10930N (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 July _____, 2022. 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 an initial yearly rent of fifteen cents (\$0.15) per square foot for the land leased (for 2022), for a total annual charge of \$1,449 (“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 active 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 hanging 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 ("FAA"). This includes, but is not limited to, compliance with FAA regulations and guidance, Department of Transportation ("DOT"), FAA Policy on the Non-Aeronautical Use of Airport Hangars, 81 Fed. Reg. 38906 (Jun. 15, 2016) and DOT, Frequently Asked Questions and Answers on FAA Policy on Use of Hangars at Obligated Airports (2016), as is updated and adopted by the DOT from time to time, regarding permissible and impermissible hangar use, as follows:

- A. Permissible aeronautical uses of a hangar include – storage of active aircraft; shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft; construction of amateur-built or kit-built aircraft provided that activities

are conducted safely; storage of aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft, or items related to ancillary or incidental uses that do not affect a hangar's primary use and purpose – the storage of active aircraft; storage of materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, materials related to ancillary or incidental uses that do not affect a hangar's primary use and purpose – the storage of active aircraft; storage of non-aeronautical items that do not interfere with the primary use and purpose of the hangar – the storage of active aircraft; a vehicle parked at the hangar while the aircraft usually stored in that hangar is flying.

- B. Impermissible uses of a hangar include – use as a residence; operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, and non-aeronautical business office; activities which impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar; activities which displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar; storage of household items that could be stored in commercial facilities; long-term storage of derelict aircraft and parts; storage of items or activities prohibited by local or state law; fuel, and other dangerous and Hazmat materials; storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use

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, or failure by Lessee to keep any of its covenants, including but not limited to a Lessee's impermissible hangar use, as specified in Section 13 (a) and (b), 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. Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice.

(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. Remedies include, but are not limited to, the Lessor's right to evict the Lessee, pursuant to Wisconsin Statutes Chapter 704.

(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/
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]

DRAFT

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

SAWYER COUNTY

RONALD J. VECCHIE

By: Andy Albarado
Its: County Administrator

By: Ronald J. Vecchie

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared Andy Albarado, 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 _____. 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
(See attached)

DRAFT

DRAFT

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, T 41 N, R 9 W, 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°08'54" E, 841.55 feet to the actual point of beginning,
Thence N 24°45'15" E, 90.00 feet, Thence N 65°14'45" W, 90.00 feet,
Thence S 24°45'15" W, 90.00 feet, Thence S 65°14'45" E, 90.00 feet
to the point of beginning.

Subject to all existing easements and reservations.

This parcel is created for useage in a lease agreement from Sawyer County for the construction of a "hanger".

216035

Register's Office
Sawyer County }
Received for record this 17 day of October A.D. 1989 at 3:30 o'clock
P.M. and recorded in vol. 13
of Cont. Surv. on page 16-17
E. J. J. J.
Register
Deputy



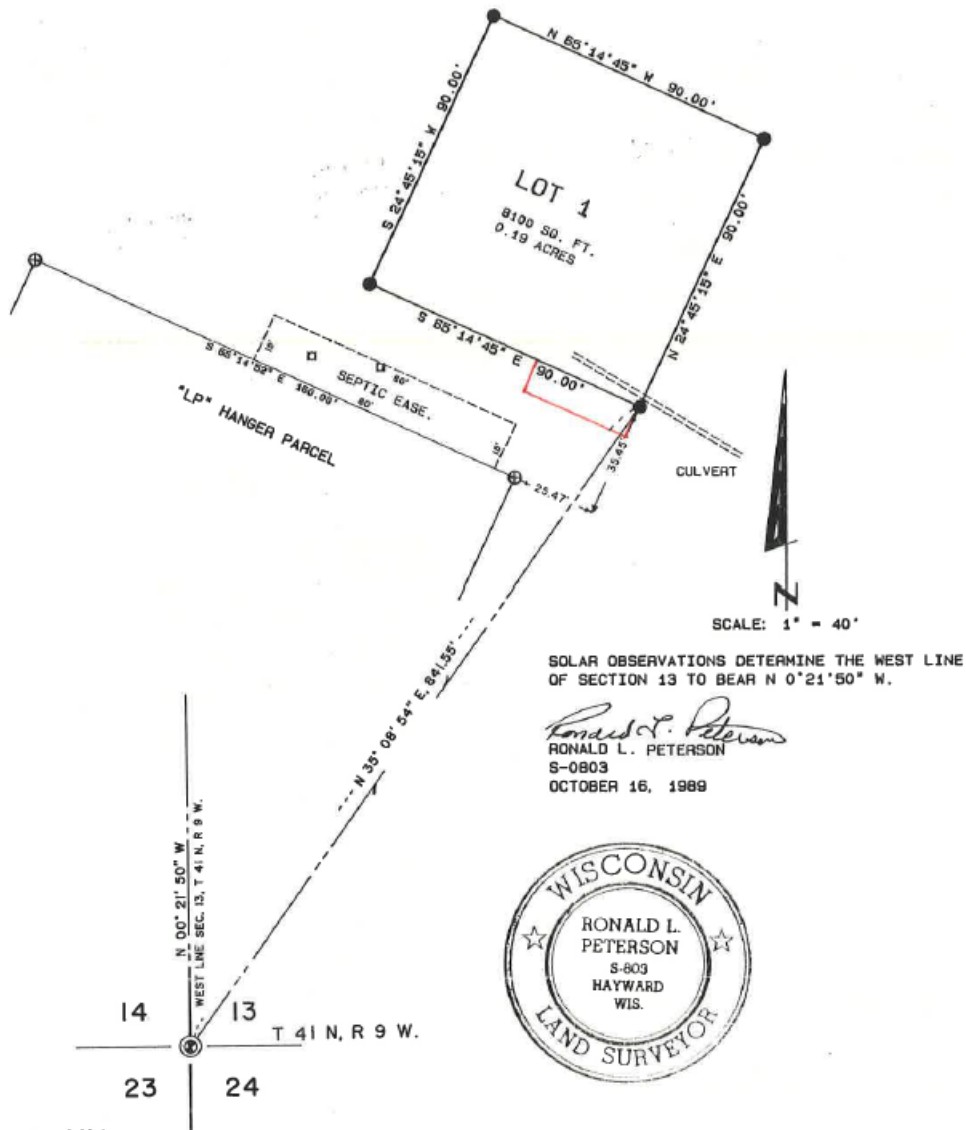
This instrument drafted by
Ronald L. Peterson
October 16, 1989

Ronald L. Peterson

Approved this 17th day of OCT, 1989, by Dorothy K. Thake - deputy
Sawyer County Zoning Admin.

Page 2 of 2 pages

17



CS No 3044

16

CERTIFIED SURVEY MAP

PART OF THE SW-SW, SEC. 13,
T 41 N, R 9 W, TOWN OF HAYWARD,
SAWYER COUNTY WISCONSIN.

LEGEND

- ① FD. 2 1/2" IP W/BRASS CAP
- ⊗ FD. 1" IRON PIPE
- SET 1"x24" IP, WT=1.13/FT

HEART OF THE NORTH**SURVEYS INC.**

RT. 10, BOX 251
HAYWARD, WISC. 54843
715-634-2442

10/16/89

S101-127

PAGE 1 OF 2

PROPANE TANK EASEMENT

THIS INDENTURE, made this 1st day of December, 1989, by and between SAYWER COUNTY, WISCONSIN a municipal corporation, hereinafter referred to as "Grantor", and LEISURETIME SERVICES, INC., a foreign corporation, hereinafter referred to as "Grantee";

WITNESSETH, the Grantor, for and in consideration of the payment of SIXTY DOLLARS (\$60.00), upon execution of this agreement and annually thereafter on the anniversary date of this easement, hereby grants to Grantee, the following described easement for the purpose of operating and maintaining an existing buried propane tank:

An easement from this day forward up to and ending on the 2nd day of June, 2009, under and across the following described property:

A rectangular parcel 10 by 36 feet being a part of Section Thirteen (13), Township Forty-one (41) North, Range Nine (9) West located in the Town of Hayward, Sawyer County, Wisconsin, more particularly described as follows: Commencing at the southeast corner of Lot One (1) of Certified Survey No. 3094 recorded in Volume Thirteen (13) of Certified Survey Maps, pages 16-17 in the Register of Deeds office for Sawyer County, thence south 24 degrees 45'15" W., 12 feet to a point; thence at right angles north 65 degrees 14'45" W., 36 feet to a point; thence at right angles north 24 degrees 45'15" E., 12 feet to a point on the southwest line of the above mentioned Lot 1; thence at right angles south 65 degrees 14'45" E., 36 feet to the point of beginning.

The easement area is outlined and designated by red ink in the original Exhibit A which is attached hereto and incorporated herein by reference.

The above-described easement includes the rights of Grantee, its agents and employees to enter the easement area for purposes of operating, maintaining and repairing the now existing buried propane tank.

Grantor covenants that it is the owner and is in possession of the above described easement area, that it has lawful right and authority to convey and grant the easements described herein, and that the easements shall be binding upon the Grantor, its successors and assigns.

This existing buried propane tank easement is granted subject to the following conditions:

1. This easement is not and shall not be assignable or otherwise transferable by Grantee either by sale, lease, or any other manner, without first obtaining express written consent of the Grantor.
2. The easement granted hereby shall be for the benefit of and restricted solely to the Grantee, unless otherwise agreed in writing, and the rights acquired do not grant the general public the right to enter the easement area for any purpose.
3. The easement granted hereby shall be used and enjoyed in such a manner as to cause the least possible interference with Grantor's property.
4. It is expressly agreed that the easements hereby granted are at all times subject to the absolute right and privilege of Grantor to use, occupy and improve the easement area without liability for damage resulting therefrom.
5. The Grantee agrees to fully indemnify and hold Grantor harmless from any and every claim or action for damages or in equity and for all damages or equitable relief, including reasonable attorney fees arising out of the cost of defending such claims or actions caused by any and all present or future use, operation, maintenance or repair of, or activity relating to the existing buried propane tank.
6. The Grantee is solely responsible during the term of the easement for any and all costs and expenses associated with the operation, maintenance and repair of the existing buried propane tank including but not limited to compliance with all local, state and federal laws or regulations of whatever kind.
7. The Grantor reserves the right to cancel and terminate this easement at any time upon sixty (60) days advance written notice to Grantee if Grantor determines that the terms and conditions contained herein are not complied with by Grantee.
8. Upon termination or cancellation of this easement, for whatever reason, the Grantor has the option of either retaining the buried propane tank in place without any cost or obligation to Grantor or Grantor can demand that the tank be removed forthwith and properly disposed of by Grantee at Grantee's sole cost and expense.

-2-

9. Any transfer or recording fees associated with this easement shall be paid by the Grantee.

LEISURETIME SERVICES, INC.

By: Donald J. Vecchie
Donald J. Vecchie, President

SAWYER COUNTY

By: Robert Kinney
Robert Kinney
SAWYER COUNTY BOARD CHAIRMAN
Arlene Brandt
Arlene Brandt
SAWYER COUNTY AIRPORT
COMMITTEE, CHAIRPERSON

ACKNOWLEDGEMENT

STATE OF WISCONSIN)

) ss.

Sawyer County)

Personally came before me this 22nd day of February, 1989, the
above named Robert Kinney and Arlene Brandt to be
known to be the person who executed the foregoing instrument and
acknowledge the same.

90

Kris Mayberry
Notary Public, State of Wisconsin

My Commission ~~expires~~ is permanent.



Drafted By:

Michael A. Kelsey, Attorney
Hayward, Wisconsin 54843

AUTHENTICATION

Signature of Donald J. Vecchie
authenticated this 6th day of April, 1990

Michael A. Kelsey
Michael A. Kelsey
MEMBER STATE BAR OF WISCONSIN

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	Parcel ID Number	Abbreviated Legal Description	Section/Town /Range	Approx. Acreage	Minimum Bid \$
		TOWN OF BASS LAKE			
29. 002-940-08-4403	3007	Part SE ¼ SE ¼	8.40.9	2.76	\$31,600
		TOWN OF ROUND LAKE			
35. 024-741-34-4203	26299	Prt NW ¼ SE ¼, Lot 1, CSM 18/120 #5347	34.41.7	2.01	\$77,700
		TOWN OF SPIDER LAKE			
36. 028-642-20-1417	30188	Part SE ¼ NE ¼	20.42.6	.98	\$10,200
		TOWN OF WEIRGOR			
37. 030-190-02-1300	31488	Village of Weirgor, Prt Lots 13-15, Blk 2	17.37.7	.469	\$4,000
		VILLAGE OF EXELAND			
41. 121-737-21-4305	36965	Part SW ¼ SE ¼	21.37.7	.160	\$25,300
		VILLAGE OF RADISSON			
43. 176-171-19-0800	37180	Lots 8-11, Block 19, 1st Addition	22.38.7	.32	\$10,500
		VILLAGE OF WINTER			
44. 190-142-00-2800	37298	Lot 28 Kinsley's Addition to the Village of Winter	33.39.5	.35	\$5,500
45. 190-190-05-1000	37376	Lot 10, Block 5, Village of Winter, Original Plat	32.39.5	.180	\$26,000
46. 190-539-32-1204	37430	Prt NW ¼ NE ¼, Lot 3, CSM 4/348 #854	32.39.5	.33	\$14,600

4/26/2022 11:28 AM

Sawyer County owns additional lots in the <u>Northwoods Beach Subdivision</u> and will sell at estimated fair market value established for such lots by the town assessor					
Legacy Parcel Identification Number	Parcel ID Number	Abbreviated Legal Description	Section/Town /Range	Approx. Acreage	Minimum Bid \$
TOWN OF BASS LAKE					
01. 002-103-13-2000	98	Abendpost Beach Subdivision, Lot 20, Block 13	30.40.8	.069	\$ 300
04. 002-106-09-0700	262	Abendpost Beach Subdivision, 1st Addition, Lot 7, Block 9	31.40.8	.236	\$ 1100
05. 002-109-02-1900	385	Abendpost Beach Subdivision, 2 nd Addition, Lots 19-28, Incl, Block 2	31.40.8	.689	\$ 9,600
06. 002-109-10-1900	420	Abendpost Beach Subdivision, 2 nd Addition, Lots 19 & 20, Block 10	31.40.8	.138	\$ 600
10. 002-136-08-2600	1025	Dixon Beach Subdivision, Lot 26, Block 8	30.40.8	.069	\$ 300
11. 002-136-09-3500	1035	Dixon Beach Subdivision, Lots 35 and 36, Block 9	30.40.8	.138	\$ 600
12. 002-136-10-2100	1039	Dixon Beach Subdivision, Lots 21 and 22, Block 10	30.40.8	.138	\$ 600
15. 002-157-04-0900	1404	Malar Beach Subdivision, Lots 9, 10, and 11, Block 4	30.40.8	.207	\$ 900
16. 002-157-17-0800	1490	Malar Beach Subdivision, Lot 8, Block 17	30.40.8	.069	\$ 300
17. 002-157-17-2800	1493	Malar Beach Subdivision, Lot 28, Block 17	30.40.8	.069	\$ 300
24. 002-157-03-1001	43971	Malar Beach Subdivision, Lots 10-19, Incl, Blk 3 & Lots 29-38, Incl, Blk 3	30.40.8	1.379	\$14,900

4/26/2022 11:28 AM

Real Estate Sawyer County Property Listing

Today's Date: 6/21/2022

Property Status: Current

Created On: 2/6/2007 7:55:02 AM



Description

Updated: 3/4/2022

Tax ID: 1039
PIN: 57-002-2-40-08-30-5 15-162-102100
 Legacy PIN: 002136102100
 Map ID: -8.10.21 & 22
 Municipality: (002) TOWN OF BASS LAKE
 STR: S30 T40N R08W
 Description: DIXON BEACH LOTS 21 & 22 BLK 10
 Recorded 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: 6/28/2013

JUDGMENT-FINAL

Date Recorded: 8/17/2000

302725 713/537



Ownership

Updated: 3/4/2022

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: 2/6/2007

2022 Assessment Detail

Code	Acres	Land	Imp.
X3-EXEMPT COUNTY	0.138	0	0

2-Year Comparison

	2021	2022	Change
Land:	0	0	0.0%
Improved:	0	0	0.0%
Total:	0	0	0.0%



Property History

N/A

APPLICATION TO PURCHASE COUNTY- OWNED LAND

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

Capstan Management, LLC

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

PO Box 872590

Vancouver, WA 98687

ADDRESS

CITY, STATE, ZIP

360-448-4300

Jrslandbuer@gmail.com

PHONE NUMBER

EMAIL ADDRESS

I HEREBY APPLY FOR THE PURCHASE OF ITEM NUMBER 0613 INDICATED ON THE SAWYER COUNTY LAND SALE LIST DATED 2021 DESCRIBED AS FOLLOWS:

Dixon Beach Subdivision, Lots 21and 22, Block 10

30.40.8

.138

DESCRIPTION

SECTION TWSHP RANGE

ACRES

002-136-10-2100

1039

LEGACY PIN #

PARCEL ID #

I AM SUBMITTING PAYMENT, MADE PAYABLE TO THE SAWYER COUNTY TREASURER, IN THE AMOUNT OF \$600 WHICH IS AT LEAST THE AMOUNT OF THE MINIMUM BID AT THE LAST ADVERTISED LAND SALE.

I AM SUBMITTING PAYMENT, MADE PAYABLE TO THE SAWYER COUNTY REGISTER OF DEEDS, IN THE AMOUNT OF \$30.00 FOR THE RECORDING FEE.

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

SIGNATURE

PLEASE PRINT NAME

DATE

Josie Spiss AS Agent

6-³22

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.

3/11/2022 11:17 AM
D:\Web_Documents\Treasurer\2022-03\LAND SALE OTC APPLICATION 2022.docx

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	Parcel ID Number	Abbreviated Legal Description	Section/Town /Range	Approx. Acreage	Minimum Bid \$
		TOWN OF BASS LAKE			
29. 002-940-08-4403	3007	Part SE ¼ SE ¼	8.40.9	2.76	\$31,600
		TOWN OF ROUND LAKE			
35. 024-741-34-4203	26299	Prt NW ¼ SE ¼, Lot 1, CSM 18/120 #5347	34.41.7	2.01	\$77,700
		TOWN OF SPIDER LAKE			
36. 028-642-20-1417	30188	Part SE ¼ NE ¼	20.42.6	.98	\$10,200
		TOWN OF WEIRGOR			
37. 030-190-02-1300	31488	Village of Weirgor, Prt Lots 13-15, Blk 2	17.37.7	.469	\$4,000
		VILLAGE OF EXELAND			
41. 121-737-21-4305	36965	Part SW ¼ SE ¼	21.37.7	.160	\$25,300
		VILLAGE OF RADISSON			
43. 176-171-19-0800	37180	Lots 8-11, Block 19, 1st Addition	22.38.7	.32	\$10,500
		VILLAGE OF WINTER			
44. 190-142-00-2800	37298	Lot 28 Kinsley's Addition to the Village of Winter	33.39.5	.35	\$5,500
45. 190-190-05-1000	37376	Lot 10, Block 5, Village of Winter, Original Plat	32.39.5	.180	\$26,000
46. 190-539-32-1204	37430	Prt NW ¼ NE ¼, Lot 3, CSM 4/348 #854	32.39.5	.33	\$14,600

4/26/2022 11:28 AM

Sawyer County owns additional lots in the <u>Northwoods Beach Subdivision</u> and will sell at estimated fair market value established for such lots by the town assessor					
Legacy Parcel Identification Number	Parcel ID Number	Abbreviated Legal Description	Section/Town /Range	Approx. Acreage	Minimum Bid \$
TOWN OF BASS LAKE					
01. 002-103-13-2000	98	Abendpost Beach Subdivision, Lot 20, Block 13	30.40.8	.069	\$ 300
04. 002-106-09-0700	262	Abendpost Beach Subdivision, 1st Addition, Lot 7, Block 9	31.40.8	.236	\$ 1100
05. 002-109-02-1900	385	Abendpost Beach Subdivision, 2 nd Addition, Lots 19-28, Incl, Block 2	31.40.8	.689	\$ 9,600
06. 002-109-10-1900	420	Abendpost Beach Subdivision, 2 nd Addition, Lots 19 & 20, Block 10	31.40.8	.138	\$ 600
10. 002-136-08-2600	1025	Dixon Beach Subdivision, Lot 26, Block 8	30.40.8	.069	\$ 300
11. 002-136-09-3500	1035	Dixon Beach Subdivision, Lots 35 and 36, Block 9	30.40.8	.138	\$ 600
12. 002-136-10-2100	1039	Dixon Beach Subdivision, Lots 21 and 22, Block 10	30.40.8	.138	\$ 600
15. 002-157-04-0900	1404	Malar Beach Subdivision, Lots 9, 10, and 11, Block 4	30.40.8	.207	\$ 900
16. 002-157-17-0800	1490	Malar Beach Subdivision, Lot 8, Block 17	30.40.8	.069	\$ 300
17. 002-157-17-2800	1493	Malar Beach Subdivision, Lot 28, Block 17	30.40.8	.069	\$ 300
24. 002-157-03-1001	43971	Malar Beach Subdivision, Lots 10-19, Incl, Blk 3 & Lots 29-38, Incl, Blk 3	30.40.8	1.379	\$14,900

4/26/2022 11:28 AM

Real Estate Sawyer County Property Listing

Today's Date: 6/21/2022

Property Status: Current

Created On: 2/6/2007 7:55:02 AM

Description Updated: 3/4/2022

Tax ID: 1035
PIN: 57-002-2-40-08-30-5 15-162-093500
 Legacy PIN: 002136093500
 Map ID: -8.9.35 & 36
 Municipality: (002) TOWN OF BASS LAKE
 STR: S30 T40N R08W
 Description: DIXON BEACH LOTS 35 & 36 BLK 9
 Recorded Acres: 0.138
 Lottery Claims: 0
 First Dollar: No
 Zoning: (C-1) Commercial One
 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: 2/2/2010

IN REM JUDGMENT
 Date Recorded: 8/21/2001 293439 759/399
IN REM JUDGMENT
 Date Recorded: 4/10/1989 213285 432/76

Ownership Updated: 3/4/2022

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: 5/20/2010

2022 Assessment Detail			
Code	Acres	Land	Imp.
X3-EXEMPT COUNTY	0.138	0	0
2-Year Comparison			
	2021	2022	Change
Land:	0	0	0.0%
Improved:	0	0	0.0%
Total:	0	0	0.0%

Property History

N/A

APPLICATION TO PURCHASE COUNTY- OWNED LAND

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

Capstan Management, LLC

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

PO Box 872590

Vancouver, WA 98687

ADDRESS

CITY, STATE, ZIP

360-448-4300

Jrslandbuer@gmail.com

PHONE NUMBER

EMAIL ADDRESS

I HEREBY APPLY FOR THE PURCHASE OF ITEM NUMBER 0611 INDICATED ON THE SAWYER COUNTY LAND SALE LIST DATED 2021 DESCRIBED AS FOLLOWS:

Dixon Beach Subdivision, Lots 35and 36, Block 9

31.40.8

.138

DESCRIPTION

SECTION TWSHP RANGE

ACRES

002-136-09-3500

1035

LEGACY PIN #

PARCEL ID #

I AM SUBMITTING PAYMENT, MADE PAYABLE TO THE SAWYER COUNTY TREASURER, IN THE AMOUNT OF \$ 600 WHICH IS AT LEAST THE AMOUNT OF THE MINIMUM BID AT THE LAST ADVERTISED LAND SALE.

I AM SUBMITTING PAYMENT, MADE PAYABLE TO THE SAWYER COUNTY REGISTER OF DEEDS, IN THE AMOUNT OF ~~\$30.00~~ FOR THE RECORDING FEE.

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

SIGNATURE

PLEASE PRINT NAME

DATE

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.

3/11/2022 11:17 AM
D:\Web_Documents\Treasurer\2022-03\LAND SALE OTC APPLICATION 2022.docx

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	Parcel ID Number	Abbreviated Legal Description	Section/Town /Range	Approx. Acreage	Minimum Bid \$
		TOWN OF BASS LAKE			
29. 002-940-08-4403	3007	Part SE ¼ SE ¼	8.40.9	2.76	\$31,600
		TOWN OF ROUND LAKE			
35. 024-741-34-4203	26299	Prt NW ¼ SE ¼, Lot 1, CSM 18/120 #5347	34.41.7	2.01	\$77,700
		TOWN OF SPIDER LAKE			
36. 028-642-20-1417	30188	Part SE ¼ NE ¼	20.42.6	.98	\$10,200
		TOWN OF WEIRGOR			
37. 030-190-02-1300	31488	Village of Weirgor, Prt Lots 13-15, Blk 2	17.37.7	.469	\$4,000
		VILLAGE OF EXELAND			
41. 121-737-21-4305	36965	Part SW ¼ SE ¼	21.37.7	.160	\$25,300
		VILLAGE OF RADISSON			
43. 176-171-19-0800	37180	Lots 8-11, Block 19, 1st Addition	22.38.7	.32	\$10,500
		VILLAGE OF WINTER			
44. 190-142-00-2800	37298	Lot 28 Kinsley's Addition to the Village of Winter	33.39.5	.35	\$5,500
45. 190-190-05-1000	37376	Lot 10, Block 5, Village of Winter, Original Plat	32.39.5	.180	\$26,000
46. 190-539-32-1204	37430	Prt NW ¼ NE ¼, Lot 3, CSM 4/348 #854	32.39.5	.33	\$14,600

4/26/2022 11:28 AM

Sawyer County owns additional lots in the <u>Northwoods Beach Subdivision</u> and will sell at estimated fair market value established for such lots by the town assessor					
Legacy Parcel Identification Number	Parcel ID Number	Abbreviated Legal Description	Section/Town /Range	Approx. Acreage	Minimum Bid \$
TOWN OF BASS LAKE					
01. 002-103-13-2000	98	Abendpost Beach Subdivision, Lot 20, Block 13	30.40.8	.069	\$ 300
04. 002-106-09-0700	262	Abendpost Beach Subdivision, 1st Addition, Lot 7, Block 9	31.40.8	.236	\$ 1100
05. 002-109-02-1900	385	Abendpost Beach Subdivision, 2 nd Addition, Lots 19-28, Incl, Block 2	31.40.8	.689	\$ 9,600
06. 002-109-10-1900	420	Abendpost Beach Subdivision, 2 nd Addition, Lots 19 & 20, Block 10	31.40.8	.138	\$ 600
10. 002-136-08-2600	1025	Dixon Beach Subdivision, Lot 26, Block 8	30.40.8	.069	\$ 300
11. 002-136-09-3500	1035	Dixon Beach Subdivision, Lots 35 and 36, Block 9	30.40.8	.138	\$ 600
12. 002-136-10-2100	1039	Dixon Beach Subdivision, Lots 21 and 22, Block 10	30.40.8	.138	\$ 600
15. 002-157-04-0900	1404	Malar Beach Subdivision, Lots 9, 10, and 11, Block 4	30.40.8	.207	\$ 900
16. 002-157-17-0800	1490	Malar Beach Subdivision, Lot 8, Block 17	30.40.8	.069	\$ 300
17. 002-157-17-2800	1493	Malar Beach Subdivision, Lot 28, Block 17	30.40.8	.069	\$ 300
24. 002-157-03-1001	43971	Malar Beach Subdivision, Lots 10-19, Incl, Blk 3 & Lots 29-38, Incl, Blk 3	30.40.8	1.379	\$14,900

4/26/2022 11:28 AM

Real Estate Sawyer County Property Listing

Today's Date: 6/21/2022

Property Status: Current

Created On: 2/6/2007 7:55:01 AM

Description Updated: 3/4/2022

Tax ID: 420
PIN: 57-002-2-40-08-31-5 15-175-101900
 Legacy PIN: 002109101900
 Map ID: -14.10.19 & 20
 Municipality: (002) TOWN OF BASS LAKE
 STR: S31 T40N R08W
 Description: ABENDPOST BEACH 2ND ADDN LOTS 19 & 20 BLK 10
 Recorded Acres: 0.138
 Lottery Claims: 0
 First Dollar: No
 Zoning: (RR2) Residential/Recreational Two
 ESN: 447

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: 1/24/2014

JUDGMENT
 Date Recorded: 8/8/2017 408042

QUIT CLAIM DEED
 Date Recorded: 8/17/1964 119248 85/572

Ownership Updated: 3/4/2022

SAWYER COUNTY HAYWARD WI

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

Site Address * indicates Private Road

N/A

Property Assessment Updated: 5/29/2018

2022 Assessment Detail			
Code	Acres	Land	Imp.
X3-EXEMPT COUNTY	0.138	0	0

2-Year Comparison		2021	2022	Change
Land:		0	0	0.0%
Improved:		0	0	0.0%
Total:		0	0	0.0%

Property History

N/A

APPLICATION TO PURCHASE COUNTY- OWNED LAND

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

Capstan Management, LLC

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

PO Box 872590

Vancouver, WA 98687

ADDRESS

CITY, STATE, ZIP

360-448-4300

Jrslandbuer@gmail.com

PHONE NUMBER

EMAIL ADDRESS

I HEREBY APPLY FOR THE PURCHASE OF ITEM NUMBER 06 INDICATED ON THE SAWYER COUNTY LAND SALE LIST DATED 2021 DESCRIBED AS FOLLOWS:

Abendpost Beach Subdivision, 2nd Addition, Lots 19 & 20, Block 10

31.40.8

.138

DESCRIPTION

SECTION TWSHP RANGE

ACRES

002-109-10-1900

420

LEGACY PIN #

PARCEL ID #

I AM SUBMITTING PAYMENT, MADE PAYABLE TO THE SAWYER COUNTY TREASURER, IN THE AMOUNT OF \$ 600 WHICH IS AT LEAST THE AMOUNT OF THE MINIMUM BID AT THE LAST ADVERTISED LAND SALE.

I AM SUBMITTING PAYMENT, MADE PAYABLE TO THE SAWYER COUNTY REGISTER OF DEEDS, IN THE AMOUNT OF \$30.00 FOR THE RECORDING FEE.

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

SIGNATURE

PLEASE PRINT NAME

DATE

Josh Speiser AS Agent

3
6-2-22

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.

3/11/2022 11:17 AM
D:\Web_Documents\Treasurer\2022-03\LAND SALE OTC APPLICATION 2022.docx

RESOLUTION TO ADJUST MEAL AND MILEAGE REIMBURSEMENT RATES

WHEREAS, Sawyer County employees and officials have to occasionally travel outside of the County for meetings, trainings, and other County business; and

WHEREAS, these employees and officials may incur out-of-pocket meal and mileage expenses that are eligible for reimbursement as a result of these travels; and,

WHEREAS, Sawyer County has previously determined reimbursement rates for these expenses; and,

WHEREAS, it does not appear that these reimbursement rates have been updated in a number of years while actual costs of meals and travel have significantly increased; and,

WHEREAS, a review of these reimbursement rates would indicate that adjustments are needed to fairly reimburse employees for these expenses; and,

WHEREAS, the current and proposed meal and mileage reimbursement rates are; and,

	<u>Current</u>	<u>Proposed</u>
Breakfast	\$5.00	\$8.00
Lunch	\$8.00	\$11.00
Dinner	\$12.00	\$16.00
Aggregate	\$25.00	\$35.00
Mileage	\$.425/mile	80% of IRS Rate (currently \$.625- which would be \$.50 reimb.)

WHEREAS, all other policies pertaining to meal and mileage reimbursement would remain unchanged; and,

WHEREAS, no budget adjustments would occur to accommodate the increased rates and Department Heads are expected to manage and prioritize their overall travel and training budgets.

NOW, THEREFORE BE IT RESOLVED, that the Sawyer County Board of Supervisors approves the adjustments identified herein to meal and mileage reimbursement rates and effective August 1, 2022.

FISCAL IMPACT: \$0 in 2022

33 This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its meeting
34 on July 21, 2022, by this Sawyer County Finance Committee this 14th day of July, 2022.

35 _____
36 Ron Kinsley, Member Tom Duffy, Member

37 _____
38 Stacey Hessel, Member Dale Schleeter, Member

39 _____
40 John Righeimer, Member

41

42 _____

43 This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 21st day of July, 2022.

44

45 _____
46 Tweed Shuman Lynn Fitch
47 Sawyer County Board of Supervisors Sawyer County Clerk

48

49

50

51

52

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

Resolution_____

RESOLUTION TO ADJUST AMBULANCE PERSONNEL WAGES

WHEREAS, Sawyer County operates a countywide Ambulance service which is staffed by Basic & Advanced Emergency Medical Technicians (EMT-B, AEMT) and Paramedics; and,

WHEREAS, it is necessary to employ trained and licensed personnel to operate an Ambulance service; and,

WHEREAS, attracting and retaining employees has become more difficult in the current job market; and,

WHEREAS, the Ambulance service has had a sustained number of position vacancies and almost no applicants for these positions; and,

WHEREAS, a review by Administration with the EMS Director identified below market compensation as the reason for employees leaving and lack of applicants creating open positions; and,

WHEREAS, an adjustment to wages is recommended in order to continue to staff and operate a County Ambulance service and be competitive with other ambulance services in the region; and,

WHEREAS, the adjustment of these positions would result in an annual increase in annual operating expenses of approximately \$210,000; and,

WHEREAS, the additional cost in 2022 would be absorbed by the existing budget and result in additional EMS levy in 2023.

NOW, THEREFORE BE IT RESOLVED, that the Sawyer County Board of Supervisors approves the increase in Ambulance personnel wages as outlined with an effective date of August 1, 2022.

FISCAL IMPACT: \$ 210,000 in 2023

This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its meeting on July 21, 2022, by this Sawyer County Public Safety meeting this 7th day of July, 2022.

_____	_____
Ron Buckholtz, Member	Ed Peters, Member
_____	_____
Marc Helwig, Member	Jason Weaver, Member

Marshal Savitski, Member	

31 This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its meeting
32 on July 21, 2022, by this Sawyer County Finance Committee this 14th day of July, 2022.

33 _____
34 Ron Kinsley, Member Tom Duffy, Member

35 _____
36 Stacey Hessel, Member Dale Schleeter, Member

37 _____
38 John Righeimer, Member

39

40 _____

41 This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 21st day of July, 2022.

42

43 _____
44 Tweed Shuman Lynn Fitch
45 Sawyer County Board of Supervisors Sawyer County Clerk

46

47

48

49

50

1
2
3 **SAWYER COUNTY BOARD OF SUPERVISORS**
4 **APPROVING ARPA FUNDS FOR TOWN OF DRAPER HELIPAD PROJECT**

5 **RESOLUTION NO. _____**
6

7 **WHEREAS**, the American Rescue Plan Act (“ARPA”) established the Local Fiscal
8 Recovery Fund (“LFRF”), which distributes funds (“ARPA Funds”) to provide support to
9 recipients in their efforts to mitigate the economic and public health impacts of COVID-19 on their
10 communities;
11

12 **WHEREAS**, Sawyer County (the “County”) is the recipient of awards distributed via
13 ARPA and LFRF to the County (“ARPA Funds”);
14

15 **WHEREAS**, the County must comply with all federal requirements in the use of its ARPA
16 Funds;
17

18 **WHEREAS**, Interim Final Rule implementing ARPA, 31 CFR Sec. 35.6, Eligible Uses,
19 sets forth four (4) categories of eligible uses for which the County may use its ARPA Funds: (1)
20 to respond to the public health emergency with respect to COVID-19 pandemic or its negative
21 economic impacts; (2) premium pay; (3) revenue loss; and (4) investments in infrastructure.
22

23 **WHEREAS**, the County has reviewed the request for project assistance for the purchase
24 of certain goods and/or services to support the Town of Draper Helipad, as more fully described
25 in Exhibit A, which is attached hereto and incorporated herein (the “Purchase”);
26

27 **WHEREAS**, the contents of this Resolution and the Town of Draper Helipad project were
28 discussed at the County Finance Committee meeting on July 14, 2022, and the County Finance
29 Committee voted to recommend to the County Board that it adopt this Resolution and to provide
30 project assistance for the purchase of certain goods and/or services as described.
31

32 **WHEREAS**, the County Board then discussed this Resolution and the Purchase of Service
33 at its meeting on July 21, 2022.
34

35 **NOW, THEREFORE, BE IT RESOLVED**, the Sawyer County Board of Supervisors
36 determines, adopts and directs the following:
37

- 38 1. Recitals. The Recitals set forth above are true and accurate, and are therefore
39 incorporated into the Resolution and shall be used not just for reference.
40
41 2. Approval of Purchase of Service. The County Board hereby approves
42 the request for project assistance of up to \$40,000 for the Town of
43 Draper Helipad in the interest of Sawyer County Public Safety and
44 EMS.
45

- 46 3. Additional Steps and Purchases. The County Board hereafter
47 approves any additional steps necessary to accomplish the Purchase
48 of Services to meet the request for project assistance. In addition,
49 disbursement of funds are contingent upon the County verifying the
50 project expenses and construction of the project, and is subject to the
51 Town of Draper entering into any agreements and providing
52 documentation necessary for the use of ARPA funds.
53
- 54 4. Health, Welfare and Safety. The County Board hereby determines
55 that providing this project assistance through the completion of the
56 Purchase of Service with ARPA Funds is in the best interest of
57 addressing negative economic impacts of its citizens and visitors.
58

59
60 Fiscal Impact: \$40,000 from ARPA Funds 2022 Budget
61
62

63
64 This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its
65 meeting on July 21, 2022, by this Sawyer County Finance Committee on this July 14, 2022.
66

67
68 _____
69 Ron Kinsley, Chair

67
68 _____
69 John Righeimer, Vice Chair

70
71 _____
72 Dale Schleeter, Member

70
71 _____
72 Stacey Hessel, Member

73
74 _____
75 Tom Duffy, Member

76
77 This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 21st day of
78 July, 2022.
79

80
81 _____
82 Tweed Shuman,
83 Sawyer County Board of Supervisors Chairman

80
81 _____
82 Lynn Fitch,
83 Sawyer County Clerk

84
85 Exhibit A – Town of Draper Helipad Request.

TOWN OF DRAPER

www.townofdraper.com

6994N Main Street
Loretta, WI 54896

(715) 266-2110
info@Townofdraper.com

May 9, 2022
Sawyer County Finance Committee

Dear Members of the Finance Committee,

The Town of Draper is asking for your consideration to allocate funds from Sawyer County's remaining \$1.5M ARPA funds for the development of an emergency services Flight for Life helipad landing zone adjacent to the fire hall in the Town of Draper, to serve SE Sawyer and portions of Price and Ashland Counties adjacent to Draper.

Flight for Life is the best way to transport critical patients to a hospital from this location. The remotely located Town of Draper and surrounding area is a popular Sawyer County tourism destination for ATVs, snowmobiling, water sports, hunting, and other ecotourism involving potentially dangerous activities. We are also located on the State Highway 70 corridor and have had two traffic fatality accidents in the past 2 years. The types of accidents at high potential here require Flight for Life transport.

Additionally, our recent Comprehensive Plan identified access to emergency medical services as a growing priority for our aging community, as residents here are above the average age in the county (NWRPC). The pandemic highlighted the medical concerns of seniors living in our remote township- it is a long drive to a hospital here, especially in the winter. Since the pandemic we have also seen an increase in property sales and new construction, with retirees moving to the township permanently to escape the cities. This places an additional burden on our already limited emergency and town government services.

Draper has over 80 miles of mostly gravel roads and poor radio and cell phone signal. Fire radios and pagers do not work reliably here. We are almost an hour away from hospitals and the ambulance service is 18 miles away. Injured or critically ill patients could be miles into the forest, adding time onto rescue calls. This landing zone facility is a critical piece of public safety infrastructure that provides a working solution to connect residents and visitors in SE Sawyer County with life saving emergency medical access.

Without a helipad, Flight for Life landings require a significant number of fire department responders to close off highways and provide landing lights and assistance carrying patients over unlevel ground: we simply do not have enough volunteer members to respond. Another challenge is our extreme weather conditions and snow accumulation: the helicopters will not land unless there is a safe and clear landing area. Having a designated landing zone will greatly increase the ability for them to land and transport critical patients to the appropriate hospitals in the quickest and safest manner. There is a helipad in Stone Lake, and one in Clam Lake currently used by EMS. We need one in SE Sawyer, and Draper is the perfect location for it.

Members of our fire department, planning commission, and town board have been working with Life Link III to get this built: lots were combined and \$3,500.00 in site preparation has been finished. A power pole was installed and a lighted windsock purchased in 2019. The project includes a concrete pad and walkway, automated landing and scene lighting that can be used by any arriving

responders, lighted windsock and other FAA safety features. It will be plowed and maintained by the Town of Draper.

After fund raising for two years, the town has \$21,685.00 to commit to the project. We have applied but have not been successful in obtaining grants so far. We are asking Sawyer County for support to help us get this project to the finish line.

The estimated remaining cost of the project is \$57,250.00: \$30,000.00 concrete work, \$10,000.00 insulation foam, and \$17,250.00 in safety features including FAA flush landing lights, scene lighting, hazard balls for power lines, EMT accessible master switch and conduit and installation costs. We have been advised to factor in inflation and supply chain issues, which continue to rise and may impact the final cost: the amount we are requesting is \$40,000.00 from the county.

Thank you,

Brenda Adler
Chair, Town of Draper

Resolution #3-2022
RESOLUTION to Request Sawyer County ARPA Funds for Helipad

STATE OF WISCONSIN
Town of Draper, Sawyer County

WHEREAS, the Town of Draper is located 45 minutes from hospitals and clinics and 18 miles from the county ambulance service and,

WHEREAS, the Town of Draper citizens, board and planning commission have determined that reliable access to emergency medical services is a priority for public safety and economic development in the Town of Draper and,

WHEREAS, the Covid-19 pandemic has adversely affected our aging and low-income population and seniors who are statistically at great risk for healthcare emergencies and,

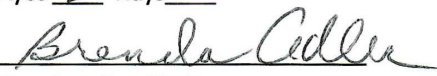
WHEREAS the Town of Draper has fundraised and made budget allocations for the past two years totaling \$21,685 for a Flight for Life Helipad Landing Zone located at the Town of Draper Fire Department to serve SE Sawyer County but the cost to build the helipad has increased due to pandemic-related inflation to an estimated \$57,250.00 and,

WHEREAS, the ARPA Final Rule has freed funds to be used on public infrastructure projects including emergency medical services and facilities in the county;

THEREFORE, the Town Board of Draper, Sawyer County, Wisconsin, by this resolution, requests financial assistance from Sawyer County's allocation of ARPA funds in the amount of \$40,000.00 to complete this project benefitting the Town of Draper and SE Sawyer County in 2022-2023.

ADOPTED: May 9, 2022

Ayes 3 Nays 0


Brenda Adler, Chair


William Heath, 1st Supervisor


Judy Sobralski, 2nd Supervisor

Attested:

Elizabeth A. Klein
Clerk, Town of Draper

1
2
3 **SAWYER COUNTY BOARD OF SUPERVISORS**
4 **DESIGNATING ARPA FUNDS FOR COURTHOUSE EXPANSION & REMODEL**

5 **RESOLUTION NO. _____**
6

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

11
12 **WHEREAS**, Sawyer County (the “County”) is the recipient of awards distributed via
13 ARPA and LFRF to the County (“ARPA Funds”);

14
15 **WHEREAS**, the County must comply with all federal requirements in the use of its ARPA
16 Funds;

17
18 **WHEREAS**, Interim Final Rule implementing ARPA, 31 CFR Sec. 35.6, Eligible Uses,
19 sets forth four (4) categories of eligible uses for which the County may use its ARPA Funds: (1)
20 to respond to the public health emergency with respect to COVID-19 pandemic or its negative
21 economic impacts; (2) premium pay; (3) revenue loss; and (4) investments in infrastructure;.

22
23 **WHEREAS**, the County is able to use the funds for revenue loss and to address the
24 negative economic impacts of the COVID-19 pandemic which had negative impacts on the County
25 budget and local economy;

26
27 **WHEREAS**, the County has commenced construction on an expansion and remodel of the
28 Courthouse to accommodate a new courtroom and the costs for this construction exceeded original
29 estimates as a result of higher material and construction costs in-part due to the pandemic;

30
31 **WHEREAS**, the County Finance Committee has reviewed the use of ARPA funds and
32 determined that the higher costs of construction would be an eligible and reasonable expense to
33 designate remaining ARPA funds awarded to Sawyer County;

34
35 **WHEREAS**, the County Board then discussed this Resolution and the designation of
36 ARPA funds to the Courthouse expansion and remodeling project at its meeting on July 21, 2022.

37
38 **NOW, THEREFORE, BE IT RESOLVED**, the Sawyer County Board of Supervisors
39 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. Approval of Purchase of Service. The County Board hereby approves the
45 allocation of any remaining ARPA funds allocated to Sawyer County, not

46 otherwise previously allocated - plus accounting and legal fees, to the
47 Courthouse expansion and remodeling project as of the date of this resolution.
48

49 3. Additional Steps and Purchases. The County Board hereafter approves any
50 additional steps necessary to allocate these funds.
51

52 4. Health, Welfare and Safety. The County Board hereby determines that
53 expending these ARPA funds on the Courthouse expansion and remodeling
54 project is in the best interest of addressing negative economic impacts of its
55 citizens and visitors.
56

57
58 Fiscal Impact: estimate of \$1,390,000 from ARPA Funds - 2022 Budget
59
60

61
62 This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its
63 meeting on July 21, 2022, by this Sawyer County Finance Committee on this July 14, 2022.
64

65
66 _____
67 Ron Kinsley, Chair

65
66 _____
67 John Righeimer, Vice Chair

68
69 _____
70 Dale Schleeter, Member

68
69 _____
70 Stacey Hessel, Member

71
72 _____
73 Tom Duffy, Member

74
75 This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 21st day of
76 July, 2022.
77

78
79 _____
80 Tweed Shuman
81 Sawyer County Board of Supervisors Chairman
82

78
79 _____
80 Lynn Fitch,
81 Sawyer County Clerk
82

County Administrator's Work Report

July 13, 2022



General Updates

Corporation Counsel – Continuing to manage and work with Corporation Counsel. Overall, use of Counsel is going much better, and have experience with multiple staff at Attolles Law depending on subject matter. Land use, open records/meetings, interpretation of State Statute have been most frequent needs.

-Board Policies and Procedures – Have been discussing with each committee, regarding update of Committee policies and procedures. Will likely take two months to complete and be ready for August County Board meeting.

-Code of Ethics/Ethics Board. A Code of Ethics exists in the County Personnel Manual as well as in the Board Policies and Procedures manual. They are not consistent, and neither outlines a process for complaints and operating of the Ethics Board. A countywide policy could be outlined, that would also specify a process for complaints and actions by the Ethics Board to address. A draft has been prepared for consideration.

-Continued review of compensation schedule and current vacancies. The ambulance service has had sustained vacancies and nearly no applicants. The service has consistently had 4 vacancies for nearly a year, and have been informed of at least two more in coming months. A proposal for a salary adjustment has been prepared and forwarded to committees this month.

Meal and Mileage Reimbursements do not appear to have been adjusted in quite some time. Proposing adjustment to rates, but with no corresponding budget changes. Departments would have to manage rates (prioritize travel) within existing budgets.

Municode – Slow going getting current version from Municode and getting reviewed with Counsel.

Courthouse Renovation

Pre-construction/Construction – Going well overall. We have been focusing on items County is responsible for including Courtroom A/V and Furniture. Both items have come in over projected budget amounts, so we have decided to contact additional vendors or look for other alternatives. Time is of the essence as some of these items have long lead times.

Broadband

Have had some contact with Broadband providers to discuss grant awards. Waiting on advisement from CLA (Clifton Larsen Allen) auditors who are advising on ARPA funds, on how to disburse ARPA funds. All broadband grant applicants that the County approved ARPA dollars for this spring, received approval from PSC.

Opioid Settlement Status

Securitization option is coming together as put together by WCA. Would allow Counties to receive more upfront money rather than being paid an amount yearly over 18 years. Information being presented to Finance Committee.

ARPA

No new updates.

Airport

Working with manager on improving airport lease language, addressing new hangar leases, and upcoming improvement projects.

Budget

2023 process is underway, too early to report. Have had initial “pre-budget” meetings with a couple departments.

Department Administrator Meetings

Will be having monthly meetings with Department Administrators – first was in June. Some of the topics covered:

2022 Budget

2023 Budget Process and elements

Construction Project Updates

Hiring/Staffing/Recruiting Updates

Flexible/Alternate Scheduling

Code of Ordinances

Corporation Counsel

Grant writing

First Amendment Auditors

Administration Priorities

Digital Government

Employee Engagement – Priority

Employee Training