



Sawyer County

Agenda

Land, Water, & Forest Resources Committee Meeting

Wednesday, July 12, 2023 @ 8:30 AM

Sawyer County Board Room

Revised: Tuesday, July 11, 2023 10:31 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/99719807086> You can also use the dial in at **1-312-626- 6799** with the Webinar ID: 997 1980 7086. Use *9 to Raise/lower hand and *6 to Unmute/mute. If additional assistance is needed please contact the Sawyer County Forestry Office at 715-634-4846 prior to the meeting. This meeting will be recorded and will be available on our website at: <https://sawyercountygov.org>. If you are on a computer, click the "Raise Hand" button and wait to be recognized. If you are on a telephone, dial *9 and wait to be recognized.

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW

5. PUBLIC COMMENTS

- a. At this time, members of the public will be given the opportunity to address the Committee. Please adhere to the following when addressing the Committee:
 - Comments will be limited to 3 minutes or less per individual.
 - Comments should be directed to the Committee as a whole and not directed to individual Committee members.
 - The Committee cannot respond to your comments during this time.
 - Please sign in and fill out a public comment sheet if you wish to speak on an item.

6. CONSIDER APPROVAL OF MINUTES FROM PREVIOUS MEETING

- a. [6.7.23 LWFRM Minutes DRAFT](#)

7	7. REGISTER OF DEEDS UPDATE	a. ROD Monthly Report
	8. EVENTS (DISCUSSION AND POSSIBLE ACTION)	
8 - 9	9. LAND RECORDS AND COUNTY SURVEYOR DEPARTMENT REPORT	a. 1) LWFRS July 2023 2) Surveyor July 2023
10 - 14	10. SAWYER COUNTY FORESTRY DEPARTMENT	a. Recreational Trails Report Motorized- Non-motorized-
		b. County Forestry Report 1) June 23 forestry report 2) Trail Rehab Bid results June 2023
15 - 25		c. CAMBA MOU (discussion and possible action) 2023-07-07 CAMBA Draft Agreement clean copy
26		d. DNR Forestry Report DNR July 12th 2023
	11. ZONING/ CONSERVATION DEPARTMENT	a. County Report b. USDA report c. LCO report
	12. FUTURE AGENDA ITEMS	
	13. CORRESPONDENCE, REPORTS FROM CONFERENCES AND MEETINGS	
	14. ADJOURNMENT	

DISCLAIMER:

A quorum of the County Board of Supervisors or of any of its committees may be present at this meeting to listen and observe. Neither the Board nor any of the committees have established attendance at this meeting as an official function of the

Board or committee(s) or otherwise made a determination that attendance at the meeting is necessary to carry out the Board or committee's function. The only purpose for other supervisors attending the meeting is to listen to the information presented. Neither the Board nor any committee (other than the committee providing this notice and agenda) will take any official action with respect to this noticed meeting.

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

Land, Water, and Forest Resources Committee Mission Statement: "Develop, guide and implement policies that protect and ensure the sustainability of our bio-diverse community."

**Minutes of the June 7th meeting of the Sawyer County
Land, Water & Forest Resources Committee
Of the Sawyer County Board of Supervisors
Board Room; Sawyer County**



Voting Committee Members (X) Present:

- ☒ Chair: Ed Peters
- ☒ Vice Chair – Marc Helwig
- ☒ Kay Wilson
- ☒ Brian Bisonette – virtual
- ☒ Jason Weaver - virtual
- ☒ Kevin Sheptick

Others Present:

Lynn Fitch	Andy Albarado
Jay Kozlowski	Janeen Aibric
Cathy LaReau	
Brody Fischer	
Brian Devries	
Greg Peterson	

Call to Order – Chair Ed Peters called the meeting to order at 8:30 am.

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

Meeting Agenda –

Public Comments –

Minutes from the previous meeting dated: May 10, 2023

Motion to approve made by: Mr. Helwig Second by: Ms. Wilson
Motion carried without negative vote.

Events -

The following events were presented for approval - Epic Bike Fest (6 /10-6/11/23), Chequamegon 100 (6/17/23), CAMBA Women's Weekend Clinic (6/24-6/25/23), and Stubborn Mule Adventure Race (6/24-6/25/23). Mr. Peterson advised that all appropriate insurance policies are in place. A motion was made by Ms. Wilson; second by Mr. Helwig to approve the events as presented. Motion carried without negative vote.

Wisconsin Surplus Auction – County Land Sale

Ms. Aibric presented the list of properties that had been offered on the Wisconsin County Land Auction; results and notes regarding specific properties were included. One parcel in the Northwoods Beach Subdivision a higher-than-minimum bid offered. Accepting a bid below the minimum posted is acceptable. The following parcels were presented for consideration:

Parcel #29 – A motion was made by Mr. Helwig; second by Ms. Wilson to approve the acceptance of the auction bid of \$25,250. A voice vote was taken and passed without negative vote.

Parcel #36 – A motion was made by Mr. Helwig; second by Mr. Sheptick to approve the acceptance of the auction bid of \$7,175. A voice vote was taken and passed without negative vote.

Parcel #37 – A motion was made by Mr. Helwig; second by Mr. Sheptick to approve the acceptance of the auction bid of \$788. A voice vote was taken and passed without negative vote.

Parcel #41 – A motion was made by Mr. Helwig; second by Ms. Wilson to deny the auction bid of \$1,025. A voice vote was taken and passed without negative vote. A motion was then made by Ms. Wilson; second by Mr. Helwig to set a new minimum bid amount of \$12,000 and repost it on the auction. Motion passed without negative vote.

Parcel #44 – A motion was made by Mr. Helwig; second by Mr. Sheptick to approve the acceptance of the auction bid of \$1,376. A voice vote was taken and passed without negative vote.

Parcel #45 – A motion was made by Mr. Helwig; second by Mr. Sheptick to approve the acceptance of the auction bid of \$1,025. A voice vote was taken and passed without negative vote.

Parcel #46 – A motion was made by Mr. Helwig; second by Ms. Wilson to approve the acceptance of the auction bid of \$1,067. A voice vote was taken and passed without negative vote.

There was no motion on parcel #1, as the minimum bid was met.

Parcel #04 – A motion was made by Mr. Helwig; second by Mr. Sheptick to approve the acceptance of the auction bid of \$415. A voice vote was taken and passed without negative vote.

Parcel #05 – A motion was made by Mr. Helwig; second by Mr. Sheptick to approve the acceptance of the auction bid of \$ 1,725. A voice vote was taken and passed without negative vote.

Act 216 Tax Deed Resolution -

A resolution requesting the State of Wisconsin to address concerns of Act 216, relating to distributing the proceeds from the sale of tax delinquent properties to former owners was presented by Mr. Albarado. This resolution is at the WCA level asking the state to reimburse counties for the loss of funds that must now go back to the property owner under Act 216 on properties they get back for delinquent taxes. A motion was made Mr. Helwig to approve the Resolution with the correction of the date to June 7th; second by Ms. Wilson. An electronic vote was cast and passed 6 – 0.

Register of Deeds Update -

A written report was provided identifying the May activity of the Register of Deeds office. WCA continues to spearhead the 50/50 transfer fee split with the Department of Revenue, and several counties have passed resolutions in support. Currently the fee is 3.00 per 1,000. The Realtor Association is proposing dropping the fee to 2.00 per 1,000 which will be a huge loss in revenue to the county.

Land Records and County Surveyor Department Report -

Written reports were provided. There were approximately 173 transfers and 5 CSMS to process in May. GIS staff have started working with ATT on a project to move over to their ESInet for 911 services to provide a more statewide connection. Chris Gregory has been working in the Town of Winter this month.

Sawyer County Forestry Department -

Recreational Trails Report – Ms. LaReau advised that the summer ATV season is off to a fast start; one re-route on Trail #7 is in place until maintenance is completed on that route. Wisconsin is reported to be the #1 ATV user in the country.

County Forestry – A written report was provided; there were eight active sales in May and timber sale value on file is \$5,165,875.51 which is on target for budget. The mosquito population is making work difficult. The county is currently in oak wilt restriction period April 15th – July 15th, no harvesting, brushing, or road building activities are allowed within oak areas; mountain bike trails and ATV/UTV trails opened on May 13th. Seven trail rehab projects were out for bid and several bids are being reviewed at this time

Town of Round Lake Handicap Access at the Boat Landing – Mr. Albarado advised the project has been signed off on and no further action is required.

DNR Forestry – A written report was provided. For the month of May, timber sale establishment has been the main focus. Within the past few weeks there has been an uptick in fire activity in the county, and rain is needed in the

region. As for county forest time standards, they are on pace to reach the hour goal of 2217 by the deadline of June 17th. Several staff are moving functions to the area of fire prevention due to the dry conditions.

Zoning/Conservation Department -

County Report – A written report was provided. Mr. Kozlowski advised that staff attended the annual AIS Partnership meeting for training on various topics including passing the Aquatic Invasive Species Verifier Test. They continue to grow Purple Loosestrife Beetles which are used to control the spread of Purple Loosestrife in high concentration areas throughout the County. Annual gravel pit inspections will continue to take place over the next several weeks. He provided an update on the BillyBoy water level that was dropped approximately 12” based on the DNR request. The drop in water levels has not been received well by area residents, so the County has been in discussion with the DNR to offer a compromise and are awaiting a response.

USDA Report – Mr. Sheptick provided a list of upcoming dates. The State is requesting a change in Local Administration Areas for town boundaries which has been completed. The new boundaries were shared.

LCO Report – Mr. Bisonette advised that they received notice of a grant approval to address Chippewa Flowage milfoil. The project goals were shared.

Future Agenda Items -

Other Topics for Discussion Only -

Adjournment – 9:26 am

Next Meeting: July 12, 2023 **Time:** 8:30 am **Location:** Board Room
Minutes recorded by Lynn Fitch, County Clerk

ROD Monthly Report

June, 2023

Activity	Number of Copies	Total Revenue including amounts to State
Emailed Copies		348.00
Counter Copies		190.75
Birth	73	882.00
Death	127	1,095.00
Marriage	51	476.00
Divorce	1	23.00
Recorded Documents	500	8,811.67
Transfer Fees		87,548.70
Laredo		4,183.70

General:

Continue to back index and verify old documents. All of 1930 is complete.



Sawyer County Land Records
10610 Main Street, Suite 54
Hayward, Wisconsin 54843-0248
Telephone 715-634-3564 Fax 715-634-3546
<https://sawyercountygov.org/>

July 3, 2023

Real Property Lister Report

Still staying busy this month; we had approximately 207 transfers and another 5 Certified Survey Maps to process in June.

We have 2 Boards of Review scheduled for July and another 4 municipalities are as of yet unscheduled for this year.

Sincerely,

Kimberly Wendt
GIS Technician and Real Property Lister

715-638-3279

kimberly.wendt@sawyercountygov.org



Sawyer County Surveyor's Department
10610 Main Street, Suite 54
Hayward, Wisconsin 54843-0248
Telephone 715-634-3564 Fax 715-634-3546
<https://sawyercountygov.org/>

County Surveyor's Report 7/12/23

In June the survey crew worked on corners in Winter, Meteor, Radisson, Spider Lake and Hayward Townships.

A contracted re-monumentation project near Deer Lake in the town of Meteor was completed this month. 7 previously lost corners were re-established and maintenance was performed on 12 corners.

Nine Certified Survey Maps were reviewed in June.

Respectfully Submitted,

Chris Gregory
Sawyer County Surveyor

Forestry Report June 2023

Active Sales

Twelve sales listed as active in month of June

Sale Date	# of Sales	Acres	Bid Value	Received	Est. Remaining
4/6/18	0	0	\$0	\$0	\$0
11/2/18	0	0	\$0	\$0	\$0
5/3/19	0	0	\$0	\$0	\$0
11/01/19	0	0	\$0	\$0	\$0
5/5/20	0	0	\$0	\$0	\$0
11/3/20	0	0	\$0	\$0	\$0
5/7/21	5	309	\$332,417.60	\$117,329.85	\$215,087.75
10/22/21	0	0	\$0	\$0	\$0
5/11/22	3	193	\$212,450.50	\$52,144.75	\$160,305.75
11/1/22	0	0	\$0	\$0	\$0
5/10/23	4	208	\$482,845.00	\$103,515.12	\$379,329.88
Totals	12	710	\$1,027,713.10	\$272,989.72	\$754,723.38

Inactive Sales

Sale Date	# of Sales	Acres	Bid Value	Received	Est. Remaining
4/6/18	1	91	\$50,440.00	\$0	\$50,440.00
11/2/18	3	158	\$80,491.75	\$8,175.80	\$72,315.95
5/3/19	2	106	\$46,520.00	\$0	\$46,520.00
11/1/19	1	83	\$83,319.14	\$56,223.74	\$27,095.40
5/5/20	4	274	\$250,313.50	\$270,027.96	\$58,972.04*
11/3/20	4	268	\$275,786.50	\$142,256.28	\$133,530.22
5/7/21	9	843	\$518,066.00	\$0	\$518,066.00
10/22/21	10	793	\$788,584.20	\$67,361.03	\$721,223.17
5/11/22	15	968	\$953,921.72	\$75,204.18	\$878,717.54
11/1/22	13	1128	\$668,624.20	\$9,840.15	\$658,784.05
5/10/23	13	852	\$1,149,188.48	\$17,041.60	\$1,132,146.88
Totals	75	5834	\$4,865,255.49	\$646,130.74	\$4,297,811.25

* Sales having overruns

** Sales having underruns

No sales closed out in June.

Timber Sale Value (sold contracts-uncut) on file = **\$5,052,534.63**

<u>Timber Revenue</u>	<u>May</u>	<u>YTD</u>
Timber Sales	\$113,688.65	\$1,454,242.92
<u>Christmas Trees/Boughs</u>	\$0	\$0
<u>Performance Bond Cashed</u>	\$0	\$16,947.94
<u>Other Revenue</u>		
<u>Camping/Firewood/Access/Hay</u>	\$30	\$120
<u>Park Reservations</u>	\$0	\$360
		<u>Budget</u>
Gross Timber Sale Revenue	\$1,454,242.92	\$1,850,000
10% Payment to Towns	\$ 145,424.29	
Net Timber Sale Revenue	\$1,308,818.63	
Performance Bonds Drawn	\$ 16,947.94	
Total Other Revenue	\$ 480.00	
Timber Sale Revenue Billed Out	\$ 22,562.26	

Timber Sale Inspections	<u># month</u>	<u>YTD</u>
	40	161

Comments: Goal for timber sale inspections is generally one inspection per week while sale is actively being harvested or wood is being hauled.

Tract Establishment	<u># sales month/ YTD</u>	<u>acres month/YTD</u>	<u>Goal</u>
	2/15	144/1081	3600

Comments:

Recon Acres Updated	<u>June</u>	<u>YTD</u>	<u>Annual Goal</u>
	931	3457	6,000 acres

Comments: Recon is the assessment of geographic, structure and compositional attributes of forest stands. Field information is stored in the Wisconsin Forest Inventory & Reporting System (WisFIRS). Basic resource information is collected, stored and updated systematically and continuously. Database is used to analyze existing resources, evaluate management alternatives and assist in the development and implementation of management plans.

Good Neighbor Authority (GNA) Hours

June

18

FY24 Contract

100

Current Contract:

Pending Contract FY24 Stands

Approximately 600 hours timber sale establishment/admin. \$43,775.10.

Comments: Under the federal Good Neighbor Authority, the USDA Forest Service is authorized to enter into cooperative agreements with states to perform forest management activities on national forest lands. WDNR has entered into a GNA agreement with the Chequamegon-Nicolet National Forest (CNNF). WDNR is authorized to contract with counties to assist with forest management activities on national forest lands. The focus of the GNA program is to assist in the implementation of the CNNF Forest Plan, which will provide:

- Forest products to the local economy
- Collaboration between federal, state and county forest managers
- Improved health and resiliency of forestlands and watersheds within Wisconsin

Oak Wilt:

Currently in oak wilt restriction period April 15th – July 15th , no harvesting, brushing, or road building activities within oak areas.

Mountain Bike Trails:

Nothing new to report.

Birkie Trail:

Nothing new to report.

ATV/UTV/Snowmobile Trails:

Seven trail rehab projects bid out: Results attached.

Parks:

Hatchery Park: Nothing new to report.

Nelson Lake Park: Nothing new to report.

Forest Stewardship Council and Sustainable Forestry Initiative Certification Audit
Preparing for County Forest Certification Audit
FSC/SFI Certification Audit 7/31 through 8/4/23. Sawyer, Washburn, Burnett and Barron County being audited this year. Sawyer County portion of audit taking place on 8/1.

Carbon Credit Project:

Continued working on second level data request.

Sawyer County Forestry Department



Sawyer County Courthouse
10610 Main Street, Suite 100
Hayward, WI 54843
Phone: (715) 634-4846
Fax: (715) 638-3234



6/5/23

Sawyer County Forest Trail Rehab Proposal Results

<u>Tuscobia Trail Rehab Hwy 40 to Hwy 27</u>		
Don Thompson and Sons, LLC		\$49,250.00*
Select Excavating, Inc		\$78,963.00
Stout Construction, LLC		\$85,707.00
<u>Tuscobia Trail Rehab, Wooddale Rd. to Wooddale Rd.</u>		
Stout Construction, LLC		\$ 43,405.00*
Select Excavating, Inc		\$ 44,609.25
<u>Trail 11 Rehab, Tuscobia Trail to Lost Lake Rd. South</u>		
Select Excavating, Inc		\$ 87,068.00*
Stout Construction, LLC		\$107,753.00
<u>Trail 31 Rehab, Rusk Co Line to Tuscobia Trail</u>		
Select Excavating, Inc		\$ 90,552.00*
Stout Construction, LLC		\$121,350.00
<u>Trail 15 Rehab, Phipps Fire Lane to Hwy 77</u>		
Select Excavating, Inc		\$37,326.00*
Stout Construction, LLC		\$46,290.00
<u>Trail 77 Rehab, Janet Rd. to Telemark Rd.</u>		
Select Excavating, Inc		\$45,210.00*
Stout Construction, LLC		\$53,545.00
<u>Trail 5 Rehab, Forest Rd. 784 to 2.35 Miles west of Forest Rd. 174</u>		
Minocqua Grading, LLC		\$188,250.00*
Select Excavating, Inc.		\$259,796.90
Stout Construction, LLC		\$333,455.00

***Acceptable Bid Proposals**

**SAWYER COUNTY FORESTRY DEPARTMENT
AND
CHEQUAMEGON AREA MOUNTAIN BIKE ASSOCIATION
MEMORANDUM OF UNDERSTANDING
AND
RECREATIONAL USE AGREEMENT**

THIS RECREATIONAL USE AGREEMENT (the "Agreement") dated this _____, 2023 (the "Effective Date"), is by and between SAWYER COUNTY, a municipal organization, having an address of 10610 Main Street, Suite 100, Hayward, WI 54843 (the "County"), and Chequamegon Area Mountain Bike Association ("CAMBA"), a Wisconsin non-stock corporation organized as a nonprofit organization under 28 U.S.C. § 501(c)(3), having an address of P.O. Box 141, Cable, WI 54821. The County and CAMBA may be referred to herein singularly as a "Party" or collectively as the "Parties".

RECITALS

1. County is the fee owner of certain real property as more particularly described as follows:

Seeley Hills Block of the Sawyer County Forest extending from the Bayfield County line on the north; US Hwy 63 on the west; Chequamegon-Nicolet National Forest boundary on the east; and US Hwy 77 on the south. All lands lie in T.41N. - R. 8W and 9W, T.42N. - R.7W. and 8W.

The above-described real property is herein referenced as the "Property".

2. The County desires to preserve and manage trails for recreational purposes located at and within the Property. CAMBA has been improving, developing and maintaining of said trails under the supervision of the County.
3. CAMBA desires to continue to have access to the Property, for various recreational activities as described below, and to serve as steward of said trails, and to assist and support the County's comprehensive operation and maintenance plan of the now existing recreational mountain bike trails and any additional mountain bike trails planned for further development within the Property. The Designated Trails currently covered by this Agreement are detailed in the attached Exhibit A.
4. The County is willing to continue to allow CAMBA to have the use of the Property on a non-exclusive basis, subject to the terms and conditions of this Agreement.
5. This Agreement is entered into pursuant to Wis. Stat. §28.11(3), Wis. Stat. §59.56(9), and Section 920 of the Sawyer County Forest Comprehensive Land Use Plan.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, The County and CAMBA agree as follows:

AGREEMENT

- 1) **Incorporation of Recitals** The Parties acknowledge and agree that the Recitals above are true and accurate, and the Recitals are hereby incorporated as part of this Agreement.
- 2) **Permission to Enter onto and Use Property for Recreational Activities** The County hereby agrees to permit CAMBA and its members to enter upon and use the Property for certain "recreational activities," as defined in Wis. Stat. § 895.52(g). These rights are granted only during the time periods listed in this Agreement as set forth in Section 2 below and subject to the remaining terms and conditions of this Agreement.
- 3) **Term** The original term of this Agreement shall be from the Effective Date and shall continue for a period of twenty-five (25) years, unless sooner terminated (the "Term"), subject to paragraph 8 below.
- 4) **Fee** No monetary fee shall be assessed for this Agreement, and the Parties agree that rights and obligations set forth herein establish the mutual consideration. Nothing herein shall be construed as the receipt of services as payment for use of the Property.
- 5) **Permitted Uses** CAMBA and its members may use the Property for the purpose of maintaining a year-round mountain bike trail system for use by the public for recreational purposes. Permittee may bring proposals for the construction of new singletrack trails and to use existing ski trails, snowmobile trails and two-tracks, and to construct new singletrack mountain bike trailheads to the County for consideration. All new trails and trailheads must be approved by the County prior to construction. Permitted recreational uses may include the use of Class 1, pedal-assist e-bikes on singletrack and other trails and routes where such use is approved by the County.

It is understood that "maintaining a year-round mountain bike trail system" includes performing rehabilitation and restoration work on trails with a targeted focus on drainage restoration to return trails to their original constructed conditions or better. Trails for which such rehabilitation and restoration work is authorized include Makwa, Seeley Pass, Hatchery Creek, Flow Mama, and any other Designated Trails subsequently approved by the County.

6) **CAMBA Agrees to Provide the Following:**

a) **Design and Construction of Trails**

- i) **Trails** - Trails shall consist of existing trails and permitted reroutes. Said bike trails located within the Property are displayed on Exhibit A ("Designated Trails"). Additional trails may be authorized at the sole discretion of the County.
- ii) **Design and Construction** - Trail design, construction, maintenance, and any signage shall conform to International Mountain Bike Association ("IMBA") guidelines on the Designated Trails. Signs, trail markers, fencing, and/or any type of material shall not be affixed or attached by any means to trees. All new trail development projects located within the Property will require final approval by the County prior to construction. The County shall

incur no liability or costs for any trail development project or ongoing maintenance of any Designated Trail.

- iii) Reroutes - CAMBA may establish Designated Trail reroutes of less than .25 mile within the general existing trail corridor without prior permission by the County if such reroutes are necessary due to erosion or unsustainability of the existing trail, or to improve the overall quality of the trail and/or the user's experience. Proposed reroutes greater than .25 mile by CAMBA will require prior written permission by the County. CAMBA and the County agree to amend the Agreement to reflect any changes in the location of the Designated Trails.
- b) Trail Closures and Public Access - Except as otherwise provided herein, CAMBA will be responsible for trail condition monitoring and recommendations on opening and closure of the Designated Trails at all times. Any decision to open or close a Designated Trail shall be made cooperatively between the County and CAMBA.
- c) Trail Maps - At its own risk and expense, CAMBA shall post maps of the Designated Trails System at all trail entry points for viewing by the public. Such maps shall include appropriate markings for trail difficulty consistent with IMBA Trail Rating Guidelines as adapted to the CAMBA Trail System.
- d) Donation Tubes - At its own risk and expense, CAMBA may install and maintain donation tubes at trailheads on the Property and bear all responsibility for the collection and accounting of any and all funds collected therein.
- e) Signage - At its own risk and expense, CAMBA shall post directional signs on the Designated Trails for one-way or two-way travel consistent with signage standards in effect on the Property.
- f) Maintenance
 - i) General Maintenance - CAMBA shall keep and maintain the Designated Trails free of rubbish, waste, and debris and maintain said trails in a neat, and orderly condition.
 - ii) Designated Trails and Corridor - CAMBA may prune brush and hanging branches that interfere with trail travel with acceptable pruning methods. Remedial drainage and trail tread work may be performed to insure trail sustainability, safety, and positive user experiences. CAMBA shall take the necessary precautions and actions to ensure public safety around active work zones while work is in progress. CAMBA shall remove any equipment from the Designated Trails after such work is completed.
 - iii) Snow Bike Grooming and Maintenance - In such areas or upon such routes or trails as mutually designated by the County and CAMBA for the purpose of snow biking, CAMBA will provide grooming of said trails. CAMBA agrees to groom the above-described trails to a width not to exceed four (4) feet on single track trails and eight (8) feet on two track trails. Grooming shall be carried out from time to time as determined necessary by CAMBA. Non-mechanized and mechanized grooming may be used from time to time as CAMBA finds necessary or terrain and conditions dictate. CAMBA agrees to provide all snowmobile grooming implements, necessary fuel, and other equipment for proper grooming and the

County shall incur no liability or expense of any grooming or maintenance..

- iv) Equipment - CAMBA may use such motorized equipment as is reasonably necessary for the construction and maintenance of the Designated Trails. Operation of said motorized equipment shall be restricted to members of CAMBA, its employees or its contractors.

Further, CAMBA shall not leave or fail to remove any such motorized equipment from the Property and shall not cause any damage to any portion of the Property. CAMBA understands and agrees that it shall be solely responsible for the costs of any damage to the Property.

- v) Chainsaws - Chainsaw use is restricted to members of CAMBA, its employees or contractors using the appropriate safety equipment.
- vi) Heavy Maintenance - CAMBA agrees to provide mutual aid to the best of its abilities upon receiving twenty-four (24) hours-notice of any intended heavy maintenance on the Designated Trails by the County.
- vii) Independent Contractors - CAMBA may contract out trail construction and maintenance related activities. Said contractor must provide CAMBA proof of all applicable insurance requirements under the laws of the state of Wisconsin and this Agreement. CAMBA shall be responsible for any deficiencies or repairs needed at the Property as a result of the work performed under this Agreement, either by itself or any employees, contractors, agents or representatives.
- g) Work zones - Any and all activities by CAMBA on the Designated Trails involving mowing, brushing, or downed tree cutting shall be considered a "Work Zone" for purposes of CAMBA's operations. CAMBA shall take the necessary precautions and actions to ensure public safety around active Work Zones.
- h) Compliance with Permitted Uses – CAMBA shall not use the Property in any manner or form inconsistent with the allowed permitted recreational uses.
- i) Removal Upon Termination - With the exception of natural rock and earthen materials, CAMBA shall remove all signage, material and equipment that is located or installed on the Property for the permitted recreational uses upon the expiration or termination of this Agreement.
- j) Trail Steward – CAMBA's executive director, president, or other designated trail steward shall serve as the primary point of contact for the County for any trail-related issues. CAMBA shall timely update the County in writing as to the identity and contact information of such person.
- k) Insurance – CAMBA agrees to maintain liability insurance coverage in an amount of no less than \$1,000,000.00. During the period of the Agreement, CAMBA shall provide proof of insurance coverage required by this Agreement on an original Certificate of Insurance, countersigned by an insurer licensed to do business in Wisconsin naming the County as an additional insured. The CAMBA shall notify the County in writing immediately upon any change in or cancellation of insurance coverage required by this Agreement.

7) **County Agrees to Provide the Following:**

- a) Access - Provide CAMBA access to the Property to engage in the aforementioned uses in paragraph 5.
- b) Facilities and Maintenance
 - i) Maintain all portions of the Property other than the Designated Trails and those portions of the Property for which the maintenance obligations have been assigned to another party.
 - ii) Provide mutual support and assistance to CAMBA for the removal of downed trees, limbs or heavy or large obstructions from the Designated Trails.
 - iii) Include trail information on the County Website including a link to the CAMBA website.
- c) Contact Information - The County shall provide to CAMBA and keep CAMBA updated with the current name(s) and contact information of the County representative(s) responsible for the purposes of this Agreement.
- d) Funding – The County agrees, to work with CAMBA, to the extent the County determines such work is appropriate in the County’s discretion, to identify potential funding sources for the development and maintenance of the trail network and provide financial assistance for the development and maintenance of trails when possible.
- e) Equipment Storage - The County may allow temporary storage for maintenance equipment on the Property on a year by year basis. The County is not responsible for any damage or theft of equipment or structures stored on the Property. CAMBA will be required to provide proof of insurance for any equipment or temporary storage facilities housed temporarily on the Property.
- f) Event Coordination – The County agrees to coordinate with CAMBA’s Trail Steward or other designated CAMBA representative regarding all proposed third-party events on the Designated Trails thirty (30) days prior to the proposed event. Pursuant paragraph 6(b), CAMBA shall retain its responsibilities and duties to determine the feasibility of any such third-party event based on current conditions of Designated Trails. Upon mutual agreement of the Parties, the County may authorize CAMBA in specific circumstances to direct third-party event organizers to utilize alternative routes or cancel events to preserve the integrity of the designated trails and/or protect the safety of participants and volunteers.
- g) Designated Trail Steward – The County agrees to recognize CAMBA as the sole Trail Steward with regard to future trail development, maintenance, and grooming of mountain bike and fat bike trails on the Seeley Block of the County Forest including proposed initiatives by third-party organizations so long as the terms and conditions of this Agreement are met.
- h) Logging and Resource Extraction Coordination -The County agrees to work in good faith with CAMBA prior to the establishment of timber sales in the proximity of the Designated Trails and facilitate efforts on the part of any logging or natural resource extraction operations to preserve

the physical and aesthetic integrity of the Designated Trails. The County agrees to provide CAMBA reasonable notice, to be determined in the County's sole discretion, prior to the commencement of any logging or natural resource extraction operations to be conducted in the immediate vicinity of the Designated Trails. Notwithstanding the foregoing, the Parties acknowledge and accept that nothing in this Agreement is intended to prevent or prohibit the County from performing its obligations as owner and steward of the Property and the County's forestlands.

8) Rights Reserved to The County

- a) The County reserves its rights to use the Property for public purposes, including but not limited: to the construction, existence, maintenance, operation, repair, inspection, removal, replacement, or relocation of trails; vegetation and timber management; or other routine management activities, or any other activities necessary for the proper performance of the County's legal obligations, as determined by the County in its sole discretion.
- b) The County reserves the right to close a segment or all of the Designated Trails to the public on either a temporary or permanent basis by commencing the termination procedures as described in paragraph 9, or within its reasonable discretion as may be required for the County to perform its legal obligations as owner of the Property.. CAMBA shall remove, relocate, or modify the Designated Trails and any signage or equipment, as requested by the County, if, in its sole discretion, the County determines that the Permitted Recreational Uses interfere with its use of the Property or the operation and maintenance of the County's facilities as now or hereafter constructed, or endanger the public. the County may suspend CAMBA's right to use the Property under this Agreement until such removal, relocation, or modification is completed.
- c) In exercising the foregoing rights, the County will use its best efforts not to unreasonably interfere with the uses permitted by this Agreement. However, the County shall not in any event be liable for inconvenience, annoyance, disturbance or other damage to CAMBA, or its property, by reason of the exercise of the foregoing rights or any other rights of the County to use the Property.
- d) The County may contact the CAMBA trail steward official described in paragraph 6(4) regarding any trail-related issues or concerns.

9) Termination

- a) Subject to the provisions of paragraph 9(b) below, either Party may terminate this Agreement for cause, by giving notice in writing thereof to the other Party at least 30 days prior to the date on which termination is to take effect. At the end of the 30-day period, all permitted recreational uses of the Property under this Agreement shall be immediately revoked.
- b) Before providing written notice to terminate as set forth in paragraph 9(a), terminating Party shall provide the nonterminating party with a 30-day opportunity to cure any non-compliance with any provision herein or any condition on the Property within its control. If the terminating

Party provides the nonterminating Party with such opportunity to cure, it shall provide the nonterminating Party with written notice of the same, setting forth the cure conditions. If the terminating Party determines, in its sole discretion, that such conditions have not been satisfied within 30 days of providing the right to cure, it may terminate the Agreement in accordance with paragraph 9(a).

- c) The County may cancel this Agreement or any part thereof, at any time, without notice in the event the County in its sole discretion determines it is in the best interest of the health, welfare and safety of the public due to major damage caused by man or acts of God. The County shall not be liable for any damages caused by such cancellation.

10) **Non-Waiver/No Assumption of Duty** The County retains all rights, privileges and immunities it has under Wisconsin law, including but not limited to Wis. Stat. § 895.52, and any and all other immunities and defenses to which it is entitled by law. Nothing in this Agreement shall be construed as an assumption by the County of a duty to keep the Property safe for recreational activities; a duty to inspect the Property; or a duty to give warning of an unsafe condition, use or activity on the Property, or any other duty or obligation.

11) **Compliance with Laws, Rules & Regulations** At its sole cost and expense, CAMBA shall give all necessary notices and obtain all required permits, licenses, authorizations and approvals and shall ensure that its members, employees, agents, independent contractors, subcontractors, suppliers, invitees, and representatives comply with all applicable federal, state and local laws, ordinances, governmental rules and regulations relative to its activities under this Agreement or conducted on the Property. CAMBA shall be liable for any fines or assessments levied thereunder against CAMBA resulting from its acts or omissions.

12) **Hazardous Materials** Except with the express written permission of the County, CAMBA shall not bring onto the Property, or permit to be brought onto the Property, any hazardous or toxic substance or material (including petroleum), regulated by the State of Wisconsin, the United State Government, or any other government authority with applicable jurisdiction ("Hazardous Materials"), with the exception of those materials found in chainsaws, mowers, power trimmer, powered wheelbarrow, all- terrain vehicles, mini-excavator, snowmobiles and other motorized trail building and maintenance equipment. In the event CAMBA brings Hazardous Materials onto the Property (with or without permission by the County), CAMBA shall comply with all applicable laws, ordinances, and regulations of federal, state, and local government agencies related to such Hazardous Materials. CAMBA shall remove such Hazardous Materials from the Property immediately upon request of the County or in the event such Hazardous Materials threaten the health, welfare and safety of the public, as determined in the County's sole discretion. CAMBA shall bear all costs related to environmental investigations, clean-up, removal, or restoration of any water, air, groundwater, natural resources, soil, or land, including, but not limited to the Property, arising out of the acts or omissions of CAMBA, its members, employees, agents, contractors, subcontractors, invitees, suppliers, and other persons.

13) **CAMBA's Sole Risk and Expense** CAMBA agrees that use of the Property by CAMBA or its members shall be at the sole risk and expense of CAMBA. The County shall not in any event be

liable for inconvenience, annoyance, disturbance or other damage to CAMBA, its property, equipment or members, by reason of the exercise of the County's rights of under this Agreement or by the County's use of its property or its facilities and operations.

- 14) **Relationship Between the Parties** Nothing in this Agreement shall be interpreted or construed as creating a partnership or joint venture between the County and CAMBA concerning CAMBA's activities on the Property or the permitted recreational uses. Likewise, nothing in this Agreement shall be interpreted or construed as creating an employer/employee, master/servant, landlord/tenant, agency or any other form of legal relationship between the Parties.

15) **Indemnification and Hold Harmless**

- a) CAMBA (including CAMBA's members, managers, agents, employees, invitees officers, independent operators and representatives) agrees to protect, defend, reimburse, indemnify and hold the County (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 the County that may arise as a result of any action or inaction by CAMBA (including CAMBA's members, managers, agents, employees, invitees officers, independent operators and representatives). CAMBA's obligations hereunder shall survive the expiration or termination of this Agreement.
 - b) CAMBA understands and acknowledges that the County is not authorized to indemnify or hold CAMBA harmless. CAMBA hereby waives any right or claim to indemnification by the County.
 - c) The obligations under this section shall survive termination of this Agreement.
- 15) **Disclaimer of Warranty** The County makes no representation as to the suitability of the Property for the permitted recreational uses and no such representation, or any other representations are made by the County or shall be implied by operation of law. The County makes no warranties or representations concerning the design, maintenance, condition or safety of the Designated Trails or CAMBA's actions, equipment, or methods of operation.
- 16) **Assignment** CAMBA shall not assign, sell, delegate, subcontract or otherwise transfer or encumber in any manner whatsoever any of the rights, duties or obligations under this Agreement. Any such transfer or encumbrance shall be null and void.

- 17) **Entire Agreement** This Agreement and Exhibits attached hereto constitute the full and complete understanding of the parties regarding the subject matter hereof. This Agreement shall supersede and replace all prior or contemporaneous oral or written agreements, correspondence or understandings. Any modification or amendment of this Agreement must be made in writing and executed by both Parties.

- 18) **Amendment** This Agreement may be amended only by a written amendment signed by both Parties.

- 19) **No Interest Conveyed** This Agreement does not convey an interest in real property.

- 20) **Non-Transferable Right** This Agreement is nontransferable and shall not run with the Property.
- 21) **Entities Bound; Authority to Act.** The Parties represent and warrant that the entities set forth in this Agreement shall be the only parties to whom the benefits prevail. No other entity, partner, subcontractor, or assignee shall be entitled to the rights, privileges and benefits set forth in this Agreement. The individual executing this Agreement hereby represents and warrants that he has authority to act on behalf of the entity intended to be bound.
- 22) **Actions Pursuant to County Police Power.** The County reserves the right to take any action it considers necessary to protect the health, welfare and safety of the public, in the County's sole discretion, regardless of the terms and conditions of this Agreement in order to comply any laws or restrictions applicable to the County.
- 23) **Governing Law** This Agreement shall be construed in accordance with and governed by the laws of the State of Wisconsin.
- 24) **Counterparts** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- 25) **Binding Effect** All the terms, conditions and covenants of this Agreement shall be binding and shall inure to the benefit of the successors of the parties hereto.
- 26) **Severability** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions of the Agreement continue in full force and effect.
- 27) **Death or Serious Injury Report** CAMBA shall notify the County immediately upon receiving information or having knowledge of any accident-causing death or serious injury on the Property related to the permitted recreational uses that involve a member of CAMBA or the public. CAMBA shall provide The County a description of the cause and the location of the accident. CAMBA agrees to cooperate in any action or investigation as a result of any injury or death on the Property.
- 28) **Notices** All notices to either party to this Agreement shall be effective upon personal delivery or by deposit of the same in the United States mail postage prepaid, certified or registered and addressed as follows:

SAWYER COUNTY:

Greg Peterson
Sawyer County Forest Administrator
10610 Main Street
Suite 100
Hayward, WI 54843

CAMBA:

Bert Jackson
Executive Director, CAMBA
P.O. Box 141
Cable, WI 54821

(Signatures Appear on the Following Page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SAWYER COUNTY

CAMBA:

By: _____
Name: Greg Peterson
Title: County Forest Administrator

By: _____
Name: Bert Jackson
Title: Executive Director

EXHIBIT A

ATTACH TRAIL MAP/GIS DATA, ETC.

Sawyer County Land, Water & Forest Resources Committee Meeting
Wednesday, July 12th, 2023
DNR Forestry Report for June 2023

June was a hot dry month until the bitter end. Dry conditions made for higher than normal staffing levels for this time of year. Finally, we received a good rain at the end of the month to break the trend.

As for the county forest hours requirement due on June 17th, we have surpassed the time standards of 2217 with 2269 hours assisting the county. Timber marking and sale boundary work has been the focus in the month of June, along with some active/post-harvest inspections.

WI DNR and Sawyer County have been working together to help improve access for wildlife projects, timber harvesting, and general public access. Two locations that this will be happening is the Parks Farm Access and through the Lake of the Pines Conservation Easement (Iron Gate Access). Both projects have funding attached to them from the Rocky Mountain Elk Foundation for wildlife management purposes on the DNR side of things. Ground is to be broken soon (or has been at this point) on the Parks Farm Access with the Iron Gate project to follow.

Report Submitted by Brody Fischer, DNR Forester, on June 5th ,2023