



Sawyer County

Agenda

County Board of Supervisors Meeting
Thursday, December 21, 2023 @ 6:30 PM

Sawyer County Board Room

Revised: Thursday, December 21, 2023 3:15 PM

Page

1. CALL TO ORDER

- a. To view or participate in the **virtual meeting** from a computer, iPad, or Android device please go to <https://zoom.us/j/95015680309>. You can also use the dial in at **1-312-626-6799** with the Webinar ID: 950 1568 0309. Use *9 to Raise/lower hand and *6 to Unmute/mute. 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. 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. APPOINTMENTS AND RECOGNITION

- a. 2-year County Board of Canvass Appointment (discussion and possible action)

[Board of Canvassers Appointment 24.25](#)

- b. HHS Retirement - Patty Dujardin

8. CONSIDER APPROVAL OF MINUTES FROM PREVIOUS MEETING

6 - 8

- a. [11.14.23 County Board Minutes DRAFT](#)

9. ZONING COMMITTEE

9 - 18

- a. Chair Report
- b. Zone District Map Amendment RZN #23-012 JBT Properties LLC
- Request to rezone 0.80 acres from Forestry-One to Agricultural-Two
[Staff Report for RZN #23-012](#)
[Resolution for RZN #23-012](#)

10. PUBLIC SAFETY COMMITTEE

19 - 20

- a. Chair Report
[12.7.23 Public Safety DRAFT Minutes](#)

21 - 22

- b. Ambulance Contract Approval - Bass Lake (discussion and possible action)
[TOWN Bass Lake Ambulance Contract 2024](#)

11. PUBLIC WORKS COMMITTEE

23 - 24

- a. Chair Report
[12.13.23 Public Works Minutes DRAFT](#)

- b. Courthouse Remodeling Update

25 - 38

- c. New Hangar Lease - Korn, Clifton & Petrich, Gary (discussion and possible action)
[1\) 7.1.24 New Lease Due - KORN Hangar Lease - Sawyer County \(v.3\)](#)
[2\) Res 2023 - APPROVING SAWYER COUNTY AIRPORT HANGAR GROUND LEASE - Korn.Petrich](#)

39 - 52

- d. New Hangar Lease - Lois Lund (discussion and possible action)
[1\) 9.1.2024 New Lease Due - LUND Hangar Lease - Sawyer County \(v.3\)](#)
[2\) Res 2023 - APPROVING SAWYER COUNTY AIRPORT HANGAR GROUND LEASE - Lund](#)

12. LAND, WATER, AND FOREST RESOURCES COMMITTEE

- 53 - 54 a. Chair Report
[12.13.23 LWFRM Minutes DRAFT](#)
- 55 - 56 b. Consider County Gravel Pit Siting/Development on County Land (discussion and possible action)
[1\) gravel pit parcel map](#)
[2\) gravel pit proposal map](#)

13. HEALTH AND HUMAN SERVICES BOARD

- 57 - 58 a. Chair Report
[12.12.23 HHS Minutes DRAFT](#)

14. FINANCE COMMITTEE

- 59 - 60 a. Chair Report
[12.14.23 Finance Minutes DRAFT](#)
- 61 - 64 b. 2024 Fee Schedule (discussion and possible action)
[Health and Human Services Proposed Fees 2024](#)

15. ECONOMIC DEVELOPMENT & UW EXTENSION COMMITTEE

- 65 - 66 a. Chair Report
[12.11.23 Econ.UWEX Minutes DRAFT](#)

16. COUNTY ADMINISTRATOR'S REPORT

- 67 - 71 a. Consider Proposal to Implement Paid Time Off (discussion and possible action)
[2024 Proposed Conversion to PTOD](#)
- 72 - 73 b. [Administrator's Report 2023-12](#)

17. CORRESPONDENCE, REPORTS FROM CONFERENCES AND MEETINGS

18. ADJOURNMENT

DISCLAIMER:

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

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

memo

Sawyer County

To: Sawyer County Board of Supervisors
From: Lynn Fitch
CC: Kay Winton, Mary Jane Moffett, Patty Swaffield, Liz Klein
Date: December 1, 2023
Re: Appointment of Sawyer County 2024-25 Board of Canvassers

This memo is to advise you that the following individuals have been appointed to the Sawyer County Board of Canvassers and will be attending a training session in January of 2022. This is a two-year appointment.

- Kay Winton (Democratic party)
- Mary Jane Moffett (Republican party)
- Patty Swaffield (Town of Hunter Clerk)
- Liz Klein (Town of Draper Clerk) alternate

**Minutes of the November 14, 2023 meeting of the Sawyer County
Board of Supervisors
Board; 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
☒ Kay Wilson	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-Exc	07	C Hayward W-3 & 4
☒ Marshal Savitski	08	T Bass Lake W-1 & 2
☒ Brian Bisonette @ 6:49v	09	T Bass Lake W-3 & 4
☒ Michael Maestri - virtual	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-virtual	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, Karen Boylan, Ron Petit, Loren Peterson, Scott Harbridge, Stephanie Harbridge

Appointments and Recognition –

Reappointment to Veteran's Services Commission – Stephen Lynch – A motion was made by Ms. Hessel; second by Mr. Righeimer to approve this appointment for three years. Motion carried without negative vote.

Recognition of Retiring Staff – Brad Beise – Supervisor Ron Kinsley and Highway Commissioner John Pinnow recognized Brad Beise as he retires from 32 years of service in the Highway Department.

Minutes from the previous meeting dated: October 19, 2023

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

Finance Committee --

Draft Minutes of the October 19th meeting were attached.

2024 Budget Presentation – A written presentation was shared and reviewed by Mr. Markgren. This budget has been presented and approved at the Finance Committee and Administration Committee levels. Detailed slides review the

levy breakdown, recommended capital improvement purchases, funding of outside organizations, and tax rate history.

SC Courthouse Fees – A list of proposed 2024 Fees and Payments by Department report was shared. Proposed changes are identified in red text.

Capital Improvement Plan – The proposed 2024 CIP purchases through debt issue were identified in the attachment totaling \$1,500,000.

2024 Pay Grid – The 2024 pay grids were shared, allowing for a 2% increase in January 2024 and an additional 1% in July 2024.

Resolution to Adopt the 2024 Sawyer County Budget – A Resolution to adopt the 2024 Sawyer County Budget, the 2023 Property Tax Levy to be Collected in 2024, the 2024 Compensation Plan, the 2024 Authorized Employees, the 2024 Fee Schedule and the 2024 Capital Improvement Plan was presented for consideration. A motion was made by Ms. Hessel; second by Mr. Schleeter; a roll call vote was taken and passed 12-0 without negative vote.

Zoning Committee -

Chair Report – Ms. Hessel advised that the multi-dwelling language ordinance was reviewed. They continue to see above average activity. The Tourist Rooming House ad hoc committee is working on options for governance.

Public Safety Committee -

Chair Report – Draft Minutes of the November 2nd Public Safety Committee were provided. Mr. Helwig reviewed the highlights of the November meeting. Burnett County has made an offer on the second K-9 squad that is no longer in use in our department. A staffing update was provided.

Cooperative Tribal Law Enforcement Grant Resolution & Agreement – The annual renewal for the 2024 Tribal Law Enforcement Grant was presented by Mr. Albarado. This resolution was prepared to establish a Tribal Animal Control program which will be funded by the 2024 grant. A motion was made by Mr. Kinsley; second by Mr. Righeimer to approve this resolution. A voice vote was taken and passed without negative vote.

Public Works Committee -

Chair Report – Draft Minutes of the November 8th Public Works meeting were provided. Mr. Kinsley reviewed highlights stating that the Highway Department and Maintenance Departments are preparing for winter activities. The airport continues to work on its Master Plan, and we are researching a roundabout at Hwy B/K.

Land, Water, and Forest Resources Committee --

Chair Report – Draft Minutes of the November 8th LWFR meeting were provided. Mr. Peters advised that a written list of 2024 events was presented and approved. Some motorized trails will close during hunting season and NORTAC will provide survey results on motorized trail income impacts next year. Fall timber sales were approved, and preparations for the spring tree sale are underway. USDA representative Kevin Sheptick passed away and was recognized.

Legislative Bill (LRV-3518) to Regulate Wakeboarding – Mr. Albarado and Mr. Peters presented a Resolution on Enhanced Wake Regulations for consideration. The resolution recommends that the Sawyer County Board of Supervisors requests that the Wisconsin Legislature engage in meaningful discussions to pass standards that balance the right of 17 everyone to recreate on waters of the State of Wisconsin. A motion was made by Mr. Helwig; second by Ms. Wilson to approve this resolution as presented. A roll call vote was taken and passed 11:1 with one “nay” vote from Mr. Righeimer.

Health & Human Services Board --

Chair Report – Draft Minutes of the November 8th HHS meeting were provided. The HHS Department will be having a second full staff training day where the department will be closed. Bill Trepanier has been named as the new LCO liaison for the Board. A schedule of fee changes was presented and approved at committee level. The department will begin working with schools on truancy problems, seeking preventative measures in addition to processes.

Economic Development & UW Extension Committee -

Chair Report – Draft Minutes of the Economic Development/UWEX meeting were provided. Mr. Righeimer presented the committee update; committee member reports were summarized. State trail passes generated more than \$4.2M last year.

County Administrator's Report -

A written report was provided in the packet and reviewed by Mr. Albarado.

Other Topics for Discussion Only -

Adjournment – 7:36 pm

Next Meeting: December 21, 2023

Time: 6:30 pm

Location: Board Room

Minutes recorded by Lynn Fitch, County Clerk



Rezone Request STAFF REPORT FOR COUNTY BOARD

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

File: # RZN 23-012

Applicant:

JBT Properties LLC
12201W Tart Road
Hayward, WI 54843

Property Location & Legal Description:

Town of Round Lake. Part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; S01, T41N, R08W; Parcel #024-841-01-2402; Tax ID #40156; 36.43 total acres; Zoned Forestry One (F-1).

Request: Purpose of request is to rezone a 100' x 352' area or 0.80 acres of the (F-1) zone district to Agricultural-Two (A-2) as part of property sale to adjacent property owner. The sale is contingent on the rezone approval and a new survey map would need to be filed with approval of the rezone.

Summary of Request & Project History:

The applicant is requesting to rezone the above described 0.80 acres from F-1 to A-2. For ease of explanation this piece of land will be referred as "the strip". In conversations with the applicant the rezone is needed to sell "the strip" to the neighbor to the South. Since JBT's property is zoned F-1 and the neighbor to the South (Arnett's property) is zoned A-2 the only way "the strip" of land could be deeded to the neighbor would be to rezone the strip to Arnett's current zone district and include "the strip" within a new certified survey map (CSM). Without "the strip" being rezoned it would create a non-conforming zone district split. No additional lots are to be created just moving property line boundaries around with the proposed rezone. Conditions cannot be added onto a rezone. However, there are other ordinance standards that apply the with approval of a zone district change on "the strip" it would need to be absolved into Arnett's property as 1 contiguous lot.

The Town of Round Lake comprehensive plan does show this area as "private forest" with the property immediately to the South identified as Agricultural. Both of these future land use areas are similar in what they require specifically a minimum of 5-acre lot minimums. With the proposed rezone no additional lots are to be created and resulting parcels sizes would be in excess of 5 acres.

The majority of this surrounding land area is light residential and forestry with agricultural and commercial on the east side of Hwy 77 which is "Hayward Power Sports".

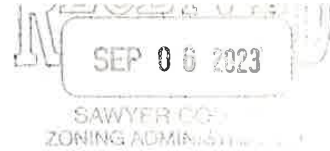
Zoning Committee Public Hearing Info:

There were 3 additional notification letters sent out to property owners within 300' of the property, 0 comment were returned

The Town of Round Lake approved the rezone request on November 9th, 2023

At the Sawyer County Zoning Committee Public Hearing on November 15, 2023 it was recommended for approval of a vote of 5-0 with the findings of fact of:

- 1 It would not be significantly damaging to the rights of others or property values
- 2 It would not be detrimental to ecology, wild life, wetlands or shorelands.
- 3 It would not create an air quality, water supply, or pollution problem.
- 4 It would not create topographical problems such as run off, drainage, erosion, flooding, or vegetative cover removal.
- 5 It would not create traffic or highway access problems.
- 6 It would not destroy prime agricultural lands.
- 7 It would not create an objectionable view.
- 8 It would be consistent with the Town and/or County Comprehensive Plan
- 9 It would be compatible with the surrounding uses and the area.



Rezoning Application # 23-012
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: JBT Properties LLC

Address: 12210 W Tart Rd Hayward WI 54843
Phone: 715-462-3440 Email: jrschroeder75@gmail.com

Legacy PIN # 024841012402 Acreage: 36.43

Change from District F1 to A-2

Property Description: Town of Round Lake, Part SENW Section 1 T41N R08W

Purpose of Request:

Rezoning 100' x 352' of F1 to A2
as part of property sale to adjacent property owner

0.8 acres subject to rezoning request

Jayne Schroeder Jayne Schroeder 9/16/23
Sale contingent on rezoning

***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 Nov. 15, 2023

Real Estate Sawyer County Property Listing

Today's Date: 9/13/2023

Property Status: Current

Created On: 11/7/2008 2:16:01 PM

 Description

Updated: 10/22/2020

Tax ID:	40156
PIN:	57-024-2-41-08-01-2 04-000-000020
Legacy PIN:	024841012402
Map ID:	.8.2
Municipality:	(024) TOWN OF ROUND LAKE
STR:	S01 T41N R08W
Description:	PRT SENW
Recorded Acres:	36.430
Calculated Acres:	36.095
Lottery Claims:	0
First Dollar:	No
Zoning:	(F-1) Forestry One
ESN:	

 Tax Districts

Updated: 11/7/2008

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

 Recorded Documents

Updated: 5/17/2022

WARRANTY DEED	438837
Date Recorded: 4/28/2022	
QUIT CLAIM DEED	427240
Date Recorded: 10/14/2020	
PERSONAL REPRESENTATIVES DEED	377795
Date Recorded: 3/23/2012	
EASEMENT	273585 659/177
Date Recorded: 12/31/1998	
TERMINATION OF DECEDENTS INTEREST	247801 552/437
Date Recorded: 5/12/1995	
QUIT CLAIM DEED	245157 543/424
Date Recorded: 11/10/1994	

Child History Record Count: 3 -

HISTORY  [Expand All History](#) White=Current Parcels Pink=Retired Parcels

- Tax ID: 26433 Pin: 57-024-2-41-08-01-2 04-000-000010 Leg. Pin: 024841012401 Map ID: .8.1**
- Tax ID: 26427 Pin: 57-024-2-41-08-01-1 03-000-000040 Leg. Pin: 024841011304 Map ID: .3.4**
- Tax ID: 26424 Pin: 57-024-2-41-08-01-1 03-000-000010 Leg. Pin: 024841011301 Map ID: .3.1**

40156 This Parcel ↑ Parents ↓ Children

 Ownership

Updated: 5/17/2022

JBT PROPERTIES LLC HAYWARD WI**Billing Address:**

JBT PROPERTIES LLC
12210W TART RD
HAYWARD WI 54843

Mailing Address:

JBT PROPERTIES LLC
12210W TART RD
HAYWARD WI 54843

 Site Address * indicates Private Road

N/A

 Property Assessment

Updated: 7/16/2019

2023 Assessment Detail

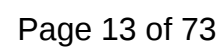
Code	Acres	Land	Imp.
G6-PRODUCTIVE FOREST	36.430	51,000	0

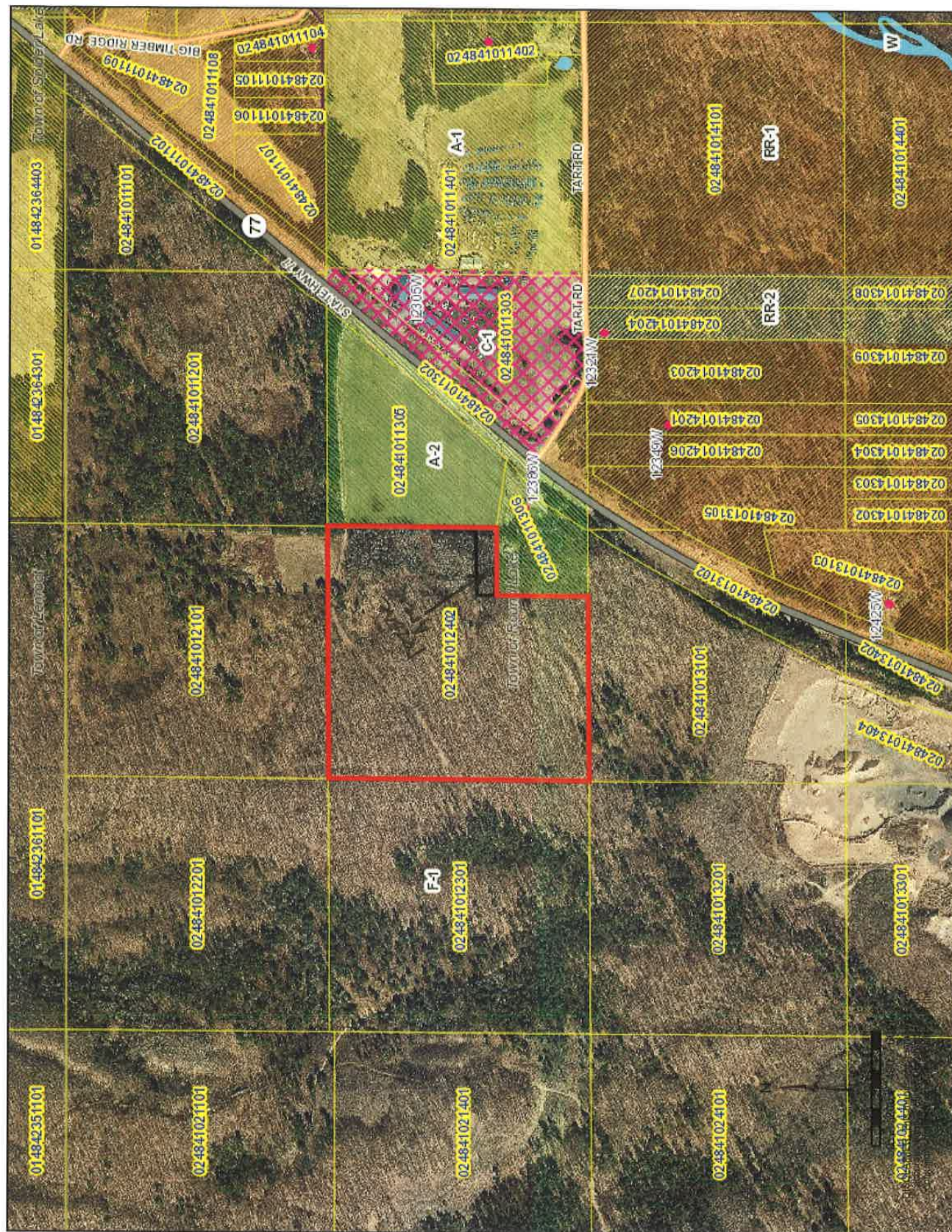
2-Year Comparison **2022** **2023** **Change**

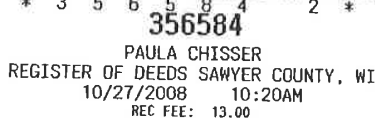
Land:	51,000	51,000	0.0%
Improved:	0	0	0.0%
Total:	51,000	51,000	0.0%

 Property History

Parent Properties	Tax ID
57-024-2-41-08-01-1 03-000-000010	26424
57-024-2-41-08-01-1 03-000-000040	26427
57-024-2-41-08-01-2 04-000-000010	26433







PAULA CHISSER

PAULA CHISSER
REGISTER OF DEEDS SAWYER COUNTY, WI

10/27/2008 10:20AM

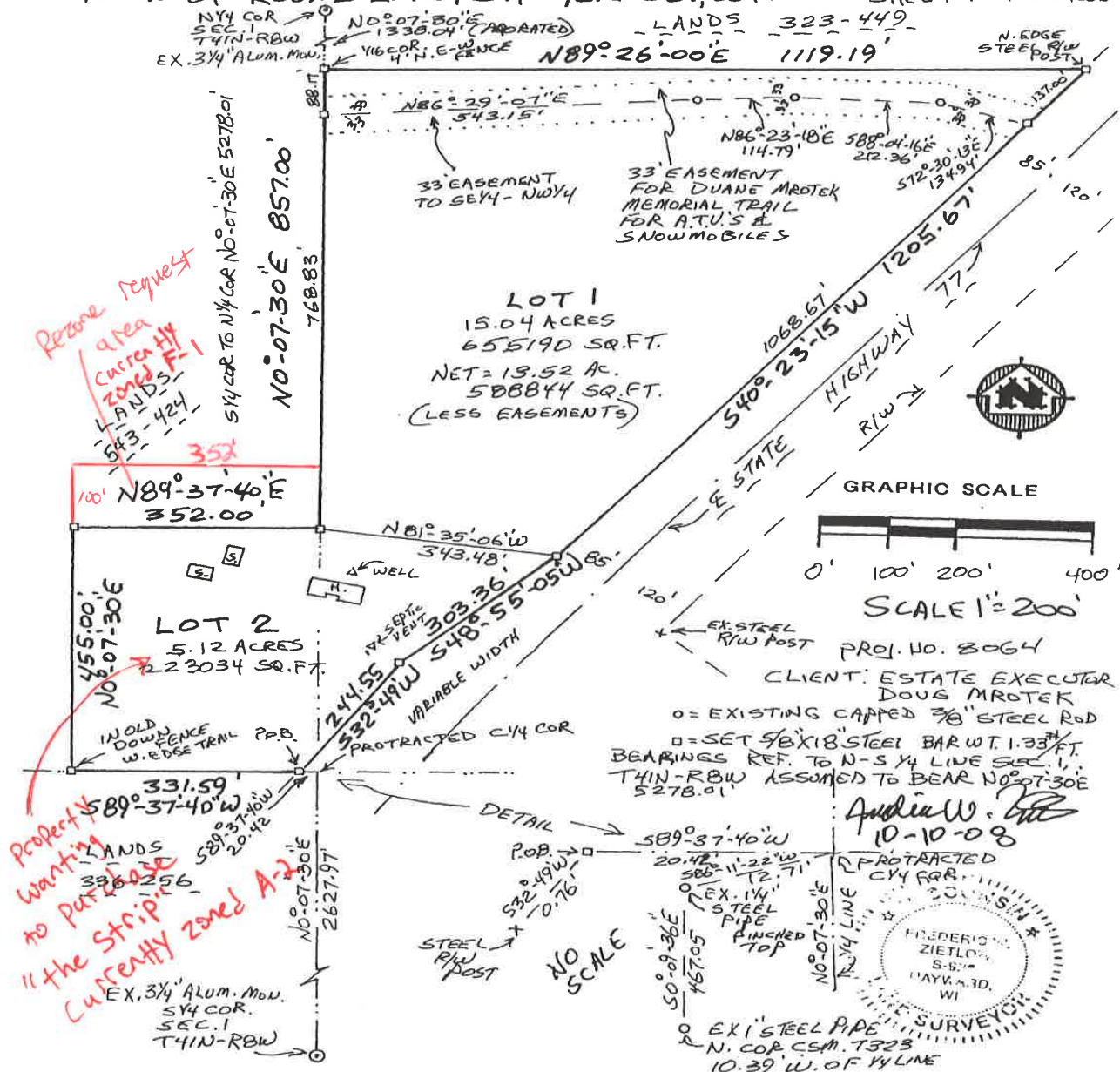
REC FEE: 13.00

PAGES 2

**APEX
SURVEYING**
15621 Railroad Street, #202
Hayward, WI 54843
715-634-3435. FAX: 715-934-2739

LOCATED IN THE SE1/4-NW1/4 & THE SW1/4-NE1/4 SEC. 1, T41N-R8W
TOWN OF ROUND LAKE, SAWYER CO., WI. SHEET 1 OF 2 SHEETS

SHEET 1 OF 2 SHEETS



Certified Survey No. 7 58 7

356584 1 of 2

VOL 30 PG 211

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

Case #23-012 Owner: JBT Properties 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 the SE ¼ of the NW ¼; S01, T41N, R08W; Parcel #024-841-01-2402; Tax ID #40156; 36.43 total acres; Zoned Forestry One (F-1), 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 Forestry One (F-1) to Agricultural Two (A-2) (the "Zoning Designation Amendment");

WHEREAS, the Sawyer County Zoning Committee (the "Zoning Committee"), at its meeting on November 15, 2023, 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 December 21, 2023, 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:

Amendment to Official Zoning Map. The Property's zoning designation shall be amended to Agricultural Two (A-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 December 21, 2023 by this Sawyer County Zoning Committee on this November 15, 2023.

Ronald Buckholtz, Chairman


Stacey Hessel, Vice-Chairman


Tweed Shuman, Member

Michael Maestri, Member


Kay Wilson, Member


John Rigneimer, Alternate Member

This Resolution is hereby adopted/disapproved by the Sawyer County Board of Supervisors this 21st day of November 2023..

Tweed Shuman,
Sawyer County Board of Supervisors
Chairman

Lynn Fitch, County Clerk

EXHIBIT A

Property Description

Case #23-012

Owners:JBT Properties LLC

Property Description: Part of the SE ¼ of the NW ¼; S01, T41N, R08W; Parcel #024-841-01-2402; Tax ID #40156; 36.43 total acres; Zoned Forestry One (F-1). Purpose of request is to rezone 100' x 352' or 0.80 acres of the (F-1), zone district to (A-2) rezone 100' x 352' or 0.80 acres of the (F-1) zone district to (A-2)

**Minutes of the December 7, 2023 meeting of the Sawyer County
Public Safety Committee
Of the Sawyer County Board of Supervisors
Assembly Room; Sawyer County**



Voting Committee Members Present:

- ☒ Chair: Ron Buckholtz
- ☒ Vice Chair: Ed Peters
- ☒ Marc Helwig - virtual
- ☒ Jason Weaver
- ☐ Marshal Savitski - excused

Others Present:

Andy Albarado
Lynn Fitch
John Yackel
Brandon Blicharz
Mike Woller

John Froemel - Virtual
Greg Ripczinski
Ana Amparo
Marge Kelsey
Stacey Hessel
Linda Zillmer

Call to Order – Chair Ron Buckholtz called the meeting to order at 9:00 am. Roll Call taken. Quorum was met.

Certification of Compliance with the open meeting law was met.

Meeting Agenda

Public Comment – Stacey Hessel, Linda Zillmer

Minutes from the previous meeting dated: November 2, 2023

Motion to approve made by: Mr. Peters Second by: Mr. Buckholtz
Motion carried without negative vote.

Circuit Court --

Judge's Report – Judge Yackel advised that branch 2 Judicial Assistant is back at work. He and Judge Isham have been meeting with the Recovery Court team. At the beginning of 2024, we should be operating full speed with both judicial seats.

Courthouse Remodel Update – Mr. Albarado advised that the HVAC is running better, the floor areas have been worked on but more is yet to be done.

Clerk of Court's Office Reports -

A written report was provided. The listing of type of new trial cases filed from October 24th through November 28th was included. Three jury trials are scheduled during the month of December. Ms. Kelsey advised that the financial clerk has been able to begin collection operations.

Sheriff's Department Report –

Communication Center Report – A written report was provided and reviewed. Lt. Ripczinski recognized the retirement of Lynette Poppe from dispatch. December 2nd there was an additional fatal car crash. Deflection training began today.

Patrol Report – A written report was provided. Lt. Woller. Average population and daily jail population remains lower than the past year. Two are currently on monitoring and one on Huber privileges.

Jail Report – A written report was provided. The current unemployment rate is 84% and the total population was at 62. There are currently 2 individuals on electronic monitoring and 1 working Huber privileges.

Communication Systems Specialist Report – A written report was provided.

Code Enforcement Specialist – A written report was provided and reviewed by Mr. Blicharz. The 2024 dog licensing process has opened.

Emergency Management --

A written report was provided and reviewed by Lt. Ripczinski. A Disaster Recovery training was hosted and had attendees from across the state.

Communication Center Report – A written report was provided and reviewed by Lt. Ripczinski; two new hires are in training. The DMA 2 PSAP grant in the amount of \$422,559.91 was received.

Child Support Department Report --

A written report was provided. Listing 1,117 open cases. Total October current support due is \$130,851.15 and total support collected is \$95,275.50.

Emergency Services --

A written report was provided listing calls by township, call volume and other activities including a training update. A dementia training session with Sawyer County and LCO Dementia Care Specialist Joanie Zecherly and Alison Cuddy was a great success and will become a part of the new hire training going forward. The Hayward High School EMR class is getting close to the finish and all students are still in attendance.

Ambulance Report and Ambulance Billing – A written report was provided and is the same report that is presented at the Finance Committee.

Ambulance Service Agreement with Town of Bass Lake – Mr. Albarado advised that an \$60/head per capita rate was presented. A motion to approve the agreement was made by Mr. Peters; second by Mr. Buckholtz and an electronic vote was taken and passed 4-0.

Criminal Justice Coordinating Council Update -

Mr. Albarado provided a verbal update and recap of the last CJCC meeting.

Deputy car policy for out-of-county take home

Meeting Date/Time – The next meeting of the Public Safety Committee will be Thursday, January 4th at 9:00 am in the Board Room.

Meeting adjourned at 9:30 am

Minutes recorded by Lynn Fitch, County Clerk

AMBULANCE SERVICE AGREEMENT - SAWYER COUNTY

This AGREEMENT for AMBULANCE SERVICE is made and entered into this _____ day of _____, 2023 by and between SAWYER COUNTY AMBULANCE, with its principal offices located at 10610 Main Street, Hayward, WI 54843, ("COUNTY"), and the TOWNSHIP OF Bass Lake in Washburn County, a Wisconsin municipality with its principal offices located at W2103 Town Hall Rd., Springbrook, WI 54875, ("TOWN") (collectively, "PARTIES"); and

WHEREAS, the TOWN desires to provide emergency medical services to its citizens, pursuant to Section 256.12 of the Wisconsin Statutes and Chapter DHS 110 of the Wisconsin Administrative Code, as amended from time to time, as may be applicable herein, through contract with COUNTY;

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained and other good and valuable consideration, COUNTY and TOWN agree as follows:

1. DESCRIPTION OF SERVICES: COUNTY shall provide emergency ambulance service in TOWN. For purposes of this agreement, "emergency ambulance services" shall be defined as that ambulance service which is necessary to respond to a condition that in the opinion of the person, his/her family or whomever calls for and/or attends the person, requires immediate medical attention, but shall specifically exclude non-emergency transfer calls.

2. TERM: The term of this agreement shall commence at 12:01a.m. on January 1, 2024 and shall continue until 12:00 a.m. on January 1, 2025, unless terminated as provided in this agreement. This agreement shall renew annually unless COUNTY is provided notice at least 60 days prior to year-end.

3. EQUIPMENT AND STAFFING OF AMBULANCE: COUNTY shall maintain sufficient ambulances to provide service to COUNTY and TOWN. Present and future staffing and equipment levels shall be determined by COUNTY.

4. PAYMENT AND BILLING: Ambulance Services: COUNTY shall be solely responsible for invoicing and collection of all fees for ambulance service pursuant to its schedule of costs, including mileage.

FEE: TOWN shall pay to COUNTY the sum of \$60.00 per resident and said fee shall be adjusted annually based upon the COUNTY'S actual cost to provide services and the number of residents in the TOWN. COUNTY shall bill TOWN in January of each year of this agreement. Fees will be due within the year billed in accordance with terms listed on the bill.

Over

5. HOLD HARMLESS CLAUSE: PARTIES each shall identify and hold the other parties hereto harmless from all liabilities, judgments, costs, damages and expenses, actions or causes of action, including reasonable attorneys' fees and other costs and expenses, actions, or which may be asserted against, be charged to, or recovered by reason of or on account of damage to the property of any person; injury to or death of any person; misrepresentation; violation of any law, regulation, requirement or demand of any governmental authority; or any breach of any contractual provision of whatever kind with any third party, arising from that party's performance of its duties under this agreement. It is the intention of the PARTIES that each party shall be solely responsible for its own acts, actions, and activities under this agreement.

6. RE-EVALUATION OF CONTRACT, TERMINATION: PARTIES agree that this is a contract of definite term and commitment. During the month of July of each year, the PARTIES shall meet and evaluate the services provided under this agreement. PARTIES shall endeavor to mutually agree upon a subsequent agreement following the expiration of this agreement. If either party intends not to renew this agreement, that party shall inform the other by written notice delivered by first class mail within 60 days from the end of the contract year. Termination of this agreement by either party shall terminate this agreement as to all parties. Any monies paid to COUNTY for portions of a year in which TOWN is provided services are not refundable.

7. AMENDMENTS, FULL TEXT OF AGREEMENT: All agreements and understandings have been embodied in this agreement and no changes will be made herein except in writing and duly signed by the authorized representatives of the respective parties.

8. FIRST RESPONDER PROGRAM: It is recommended that TOWN maintain a first responder program to assist COUNTY response in TOWN. The program will follow the State of Wisconsin emergency medical service training guidelines, as may be amended from time to time, and shall include an automatic defibrillator program.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

SAWYER COUNTY AMBULANCE:

TOWN OF BASS LAKE:

Sawyer County Ambulance

County Administrator

**Minutes of the December 13, 2023 meeting of the Sawyer County
Public Works Committee
Of the Sawyer County Board of Supervisors
Board Room; Sawyer County**



Voting Committee Members Present:

- ☒ Chair: **Ron Kinsley**
- ☒ Marc Helwig – virtual @ 6:47 pm
- ☒ Ed Peters– Vice Chair
- ☒ Chris Rusk - virtual
- ☒ Brian Bisonette

Others Present:

Andy Albarado
Lynn Fitch
John Pinnow
Derek Leslie

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

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

Meeting Agenda –

Public Comments – Nancy Schryer

Minutes from the previous meeting dated: November 8, 2023

Motion to approve made by: Mr. Peters Second by: Mr. Bisonette
Motion carried without negative vote.

Maintenance Department Report -

A written report was provided. Mr. Hagberg remains in contact with Chair Kinsley.

Sawyer County Airport Report -

A written report was provided and the highlights were reviewed by Mr. Leslie. Flights have slowed down which naturally occurs this time of year. They are still tracking the runway rehabilitation project; funding for this project is accounted for in the CIP and the total cost to Sawyer County will be 5%. The MP consultant will build flyers regarding the public meeting.

Airport Runway Snowplowing Update – Mr. Leslie advised that with Thompson Gravel closing, new contracts are being negotiated for services. Shane Kreyer has the new bid for the plowing services.

New Hangar Lease – Korn, Clifton & Petrich, Gary – Mr. Albarado presented the two new leases that are expiring next year for existing tenants. The new leases will be under the new terms. All new leases are set to be due on the first of each year. He recommended a change in the fuel storage verbiage of this proposed lease. A Resolution to approve the new lease terms was presented for approval. A motion was made by Mr. Peters; second by Mr. Bisonette to approve the new lease with the change in terms and present to the full board. Motion carried without negative vote.

New Hangar Lease – Lois Lund – Mr. Albarado presented the Lund new lease propose and resolution. A motion was made by Mr. Bisonette; second by Mr. Peters to accept the Resolution and forward to the full board. Motion carried without negative vote.

Highway Commissioner's Report -

A written report was provided and reviewed by Mr. Pinnow. Crews continue with storm damage cleanup, and a list of current funded projects was included. New projects being applied for include the Round Lake School Road to Frogg Road, Chippewa Trail to Stress Lane (including the roundabout) and LRIP. The winter maintenance budget is at \$677,000 so it is not too far from the 5-year average.

Roundabout Update – Mr. Pinnow advised that the application has been completed with a 3-phase project at Hwy B/K. They will be working with LCO on this project. The State reached out to us last week and asked to include all funding and he is meeting with members of LCO to discuss other funding opportunities.

Consider County Gravel Pit Siting/Development on County Land – Mr. Pinnow explained the need for a gravel pit for projects; a recommendation is to develop one on county land behind the current Mrotek pit. This would be a non-metallic pit. The LWFRC Committee approved the request at the December meeting. A motion was made by Mr. Helwig to approve the request to move to next steps for the gravel pit; second by Mr. Rusk. Motion carried without negative vote.

Courtroom Remodeling Update -

Mr. Albarado advised that there are two items remaining (floor resurfacing and the HVAC system repair). The outside concrete repair has been repaired.

Future Agenda Items – Ribbon cutting ceremony for the new facility, Airport MasterPlan, review of letters received via mail

Correspondence, reports from conferences and meetings -

Adjournment – 7:16 pm

Next Meeting: January 10, 2024 **Time:** 6:30 pm **Location:** Board Room
Minutes recorded by Lynn Fitch, 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 Clifton A. Korn and Gary S. Petrich, (“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 Part of the Southwest ¼ of the Southwest ¼ of section 13, township 41 North, Range 9 West, Town of Hayward recorded in Volume Sixteen (16) of Certified Survey Maps, pages 11-12 as Survey No. 242524 recorded June 23, 1994 in the Register of Deeds office for Sawyer County (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 1, 2024. 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 (3,520 sq. ft. in 2023), for a total annual charge of \$528.00 (“Rent”). Rent shall be payable in advance on January 1, and on each anniversary thereof until this Lease terminates. Rent payments shall be due annually on January 1, without further notice from Lessor.

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

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

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

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

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

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

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

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

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

(c) Lessee shall use the Hangar and any other improvements on the Leased Premises primarily for the storage of 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, and up to 50 gallons of mogas fuel for the aircraft in OSHA approved fuel storage container(s)), 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:

(c) Pay a third party to relocate Lessee's building(s) to a new location on the Airport, or

(d) 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 (1) deposit in the United States Mail, certified, with proper postage and certified fee prepaid, addressed to the address provide below or (2) via electronic delivery to the electronic mail address provided below, provided that receipt of such delivery is confirmed to the sending party by the receiving party.

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

To Lessee/Clifton A. Korn
Attention: Clifton A. Korn

Email:

To Lessee/Gary S. Petrich
Attention: Gary S. Petrich

(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

CLIFTON A. KORN

By: Andy Albarado
Its: County Administrator

By: Clifton A. Korn
Its: Member

SAWYER COUNTY

GARY S. PETRICH

By: Andy Albarado
Its: County Administrator

By: Gary S. Petrich
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 _____, 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 _____ on behalf of _____. 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 _____ on behalf of _____. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 20_____.

NOTARY PUBLIC
My commission expires: _____

EXHIBITS TO BE ATTACHED:
EXHIBIT A – LEASED PREMISES DESCRIPTION

Exhibit A
Leased Premises

Part of the Southwest ¼ of the Southwest ¼ of section 13, township 41 North, Range 9 West, Town of Hayward recorded in Volume Sixteen (16) of Certified Survey Maps, pages 11-12 as Survey No. 242524 recorded June 23, 1994 in the Register of Deeds office for Sawyer County

APPROVING SAWYER COUNTY AIRPORT HANGAR GROUND LEASE AGREEMENT

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

49

50 The subject matter of this Resolution and the Korn/Petrich Hangar Ground Lease
51 Agreement was discussed by the Sawyer County Public Works Committee on December
52 13, 2023, and was recommended for approval by the County Board at its meeting on
53 December 21, 2023.

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Ron Kinsley, Chair

Ed Peters, Vice-Chair

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Brian Bisonette, Member

Chris Rusk, Member

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Marc Helwig, Member

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62 This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 21st day of
63 December, 2023.

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Tweed Shuman
Sawyer County Board of Supervisors

Lynn Fitch
Sawyer County Clerk

68

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 Allan W. Lund and Lois J. Lund Joint Revocable Trust, (“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 That part of the Southwest Quarter of the Southwest Quarter, Section 13, Township 41 North, Range 9, more particularly described as Lot 1 of Certified Survey recorded in Volume Sixteen (16) of Certified Survey Maps, pages 118-119 as Survey No. 4063 recorded August 30, 1993 in the Register of Deeds office for Sawyer County (the “Hangar”) and said Hangar is owned by Lessee; and

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

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

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

2. Term and Extension. The term of this Lease shall be for a period of twenty (20) years commencing September 1, 2024. 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 (5,600 sq. ft. in 2023), for a total annual charge of \$840 (“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:

(c) Pay a third party to relocate Lessee's building(s) to a new location on the Airport, or

(d) 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 (1) deposit in the United States Mail, certified, with proper postage and certified fee prepaid, addressed to the address provide below or (2) via electronic delivery to the electronic mail address provided below, provided that receipt of such delivery is confirmed to the sending party by the receiving party.

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

To Lessee/Lois J. Lund
Attention: Lois J. Lund

Email:

(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

LOIS J LUND

By: Andy Albarado
Its: County Administrator

By: Lois J. Lund
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 _____, 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 _____ on behalf of _____. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 20 ____.

NOTARY PUBLIC
My commission expires: _____

EXHIBITS TO BE ATTACHED:
EXHIBIT A – LEASED PREMISES DESCRIPTION

Exhibit A
Leased Premises

That part of the Southwest Quarter of the Southwest Quarter, Section 13, Township 41 North, Range 9, more particularly described as Lot 1 of Certified Survey recorded in Volume Sixteen(16) of Certified Survey Maps, pages 118-119 as Survey No. 4063 recorded August 30, 1993 in the Register of Deeds office for Sawyer County

APPROVING SAWYER COUNTY AIRPORT HANGAR GROUND LEASE AGREEMENT

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

49

50 The subject matter of this Resolution and the Lund Hangar Ground Lease Agreement was
51 discussed by the Sawyer County Public Works Committee on December 13, 2023, and
52 was recommended for approval by the County Board at its meeting on December
53 21, 2023.

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55

56

Ron Kinsley, Chair

Ed Peters, Vice-Chair

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58

Brian Bisonette, Member

Chris Rusk, Member

59

60

Marc Helwig, Member

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62 This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 21st day of
63 December, 2023.

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66

67

Tweed Shuman
Sawyer County Board of Supervisors

Lynn Fitch
Sawyer County Clerk

68

**Minutes of the December 13, 2023 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 - virtual
- ☒ Kay Wilson
- ☒ Brian Bisonette – virtual
- ☒ Jason Weaver
- ☐

Others Present:

Lynn Fitch	Andy Albarado
Cathy LaReau	Tweed Shuman
David Todus	Jerry Wright
Greg Peterson	
Brian DeVries	
Kris Treland-Neuman	

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: November 8, 2023

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

Register of Deeds Update -

A written report was provided and listed activity and revenue in the department

Events -

Seeley Big Fat Race – Mr. Peterson provided the map of the courses for both January 20th long- and short-course races. A motion was made by Mr. Helwig; second by Ms. Wilson to approve the long and short course applications. Motion carried without negative vote.

Wakeboard Discussion Update -

Mr. Peters advised that the discussion is moving forward to hearings in Madison but an alternative bill is being reviewed. The resolution that we put forward with the depth verbiage seems to be the component missing at the state level. Mr. Albarado advised that a public hearing was held in Eagle River last month where public comments were heard. At this point the two bills at the state level are at Committee level but still are not as restrictive as our County would like to see. Mr. Bisonette reported that the Tribe has put significant funds toward erosion prevention on the Chippewa Flowage, as it is a shallow body of water. He has been receiving calls from residents asking that the Tribe take a stand on this issue and send a letter to the Governor but nothing has been completed yet. The Clerk was asked to circulate our resolution from last month with a cover letter to the State County Clerks. A motion was made by Ms. Wilson to draft the letter and circulate to the County Clerks' group; second by Mr. Weaver. Motion carried without negative vote.

Land Records and County Surveyor Department Report -

Written reports were provided and reviewed by Mr. DeVries. He advised that the company that hosts the interactive mapping website that they use is getting out of the business. He is moving to a company called Schneider GIS who gave us a good price on the product. A few departments have reviewed the site and they will soon be letting users know this change is taking place. Several county users will be meeting with Schneider to share design concerns and suggestions. The Novus website will remain in place. This past year, the department has been working on developing

their own website, as well, and that site has gone live. Mr. DeVries will send the link to the new page to committee members.

Sawyer County Forestry Department -

Recreational Trails Report – Ms. Treland-Neuman provided a verbal update. The Alliance is transitioning from ATV to snowmobile. They are awaiting delivery of two new pieces of grooming equipment, and they continue to work on trail rehab. Mr. Wright provided a verbal update for the silent trail sports; they are developing new trails and signage.

County Forestry – A written report was provided and reviewed by Mr. Peterson. He states there is a high level of activity despite market concerns. Sale review for the month was \$187,000 so YTD is on target. The recon goals have also been met for the year. Nothing new to report for oak wilt.

Consider County Gravel Pit Siting/Development on County Land – Mr. Peterson advised that they received a request from the Highway Department to do some exploratory digs and it was determined that good material was found. A request for a County pit on County forest land is being submitted for a 40-acre parcel. The forestry department is in favor of this request for access to gravel for their projects. A motion was made by Mr. Weaver; second by Mr. Helwig to pursue the approval process of a non-metallic mine and move this request to the next level. A voice vote was taken and passed without negative vote.

DNR Forestry –

David Todus represented the department with a verbal report.

Zoning/Conservation Department -

County Report – A written report was provided.

USDA Report – A written report was provided.

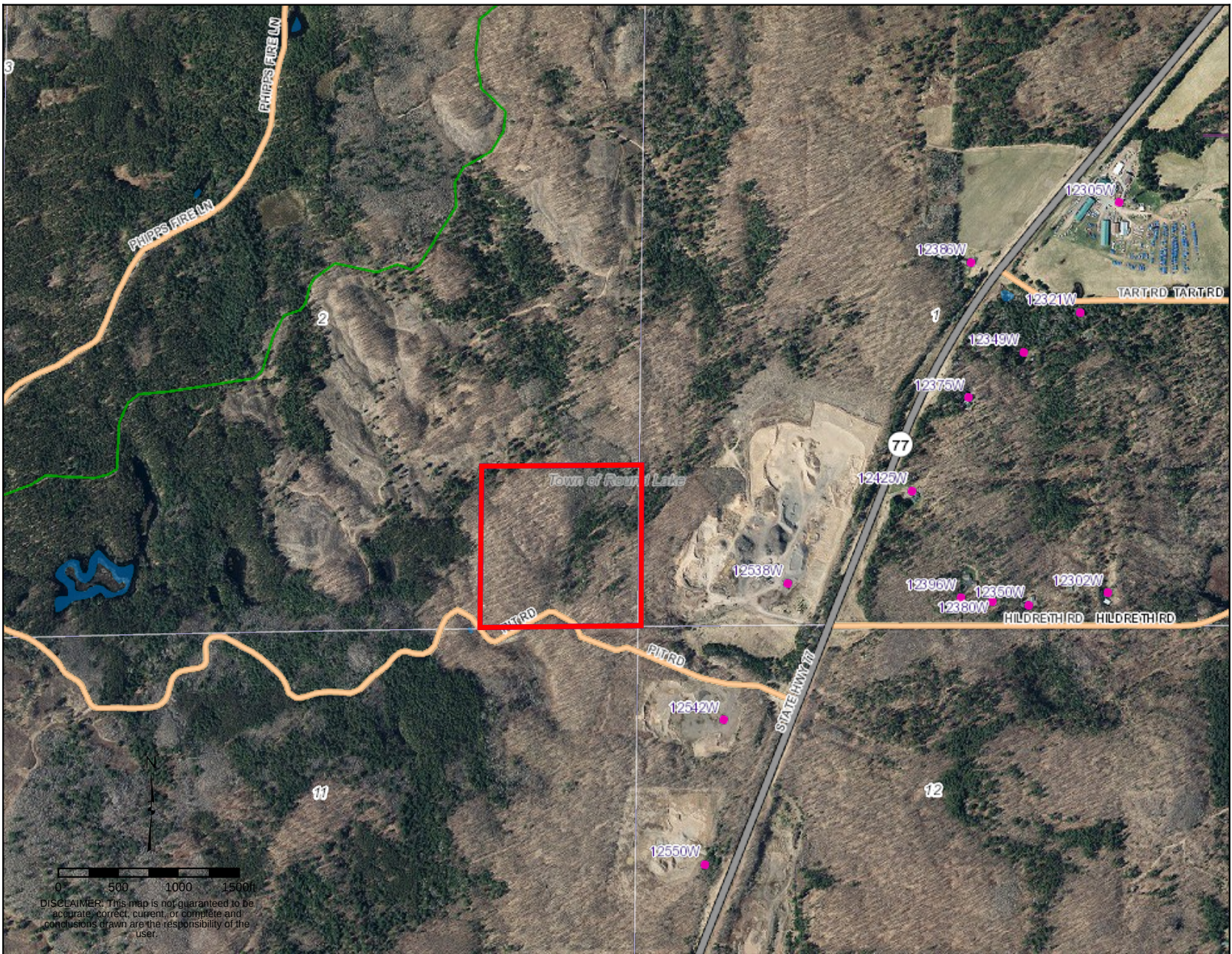
LCO Report – Mr. Bisonette provided a verbal report, stating that staff is preparing for winter. They have a 40-acre habitat improvement project that was started recently.

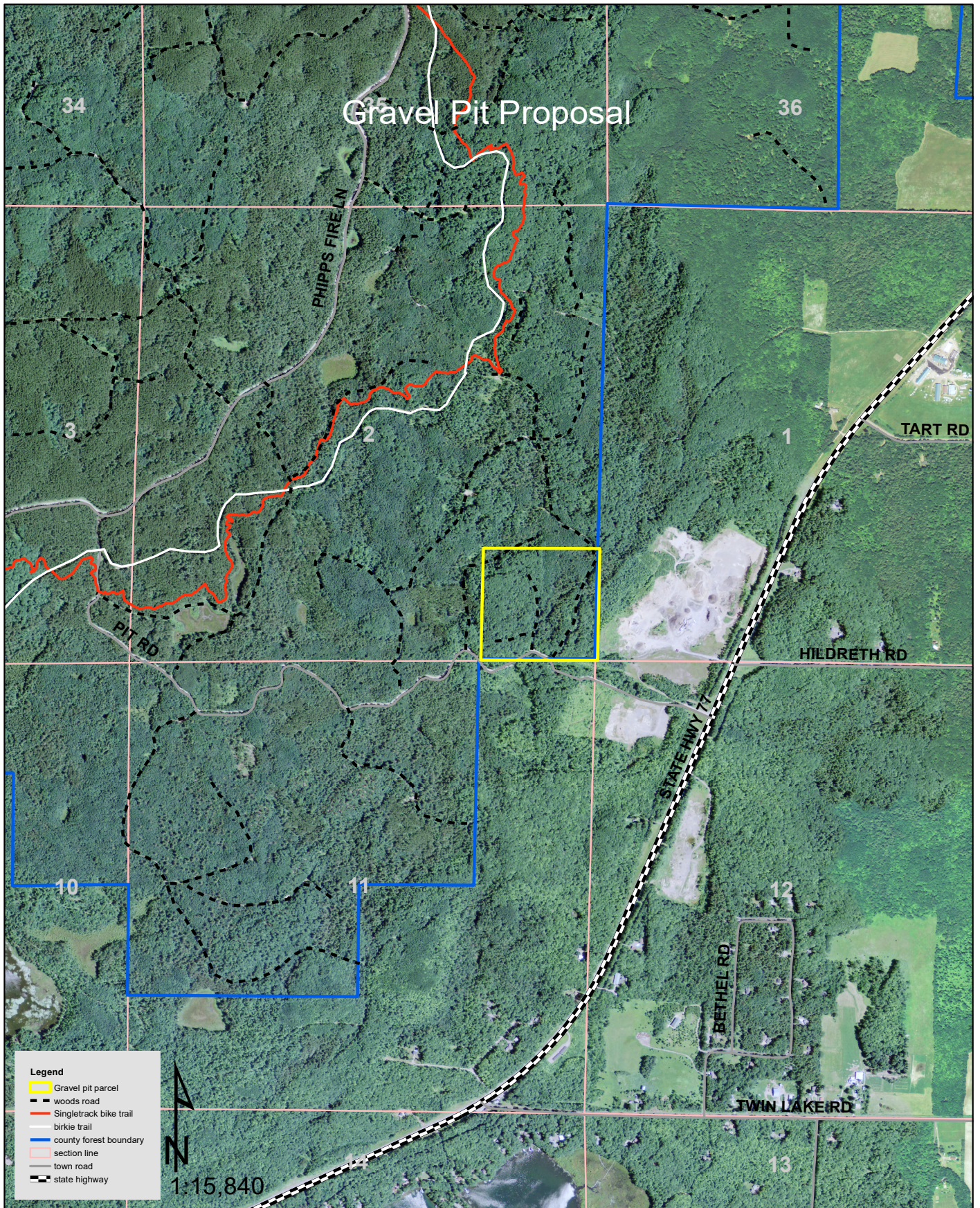
Future Agenda Items -

Other Topics for Discussion Only -

Adjournment – 9:08 am

Next Meeting: January 10, 2024 **Time:** 8:30 am **Location:** Board Room
Minutes recorded by Lynn Fitch, County Clerk





**Minutes of the December 12, 2023 meeting of the Sawyer County
Health and Human Services Committee
Of the Sawyer County Board of Supervisors
Board Room; Sawyer County**



Voting Committee Members Present:

- ☒ Chair: **Dale Schleeter**
- ☒ Vice Chair: Kay Wilson
- ☒ Marshal Savitski - virtual
- ☐ Michael Maestri – resigned 12/23
- ☐ Chris Rusk
- ☒ Bill Trepanier
- ☒ Dawn Petit - Virtual
- ☐ Carol Pearson
- ☒ Dr. Sabrina Dunlap - virtual

Others Present:

Andy Albarado
Lynn Fitch
Julia Lyons
Joe Bodo
Sarah Inczauskis
Patty Dujardin - virtual
Harry Malcom
Tweed Shuman
Alicia Carlson - virtual

Call to Order – Chair Dale Schleeter called the meeting to order at 6:30 pm.

Certification of Compliance with the open meeting law was met. Roll Call was taken; a quorum was met. Mr. Shuman introduced new member, Bill Trepanier.

Meeting Agenda

Public Comments – Lauren Peterson, Karen Boylan, Ron Petit, Tom Jewell

Minutes from the previous meeting dated: November 7, 2023

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

Committee Reports -

LCO Liaison – Mr. Trepanier introduced Dr. Harry Malcom who provided an update. He reported an outbreak of RSV at the LCO daycare and head start which is most susceptible in children under one year old. A vaccine for RSV is available for individuals 65 and older. The vaccine for children under the age of one is very hard to obtain, and roughly 3% of all infected result in a hospital stay.

Senior Resource Center – A written report was provided. The cookie bake sale fund raiser is this Saturday. The meal cost tool is complete and there is a .01 difference over last year. They are still looking for a cook in the Stone Lake facility.

Administration –

A written list of services is attached to the board packet. Ms. Lyons shared a presentation from the department. Patty Dujardin, our Fiscal Manager, has announced her retirement after serving over 33 years with the County; her last day will be January 2nd. The fiscal assistant position may be close to being filled. Governor Evers has declared the year 2023 as the year of mental health, increasing budgeting in these areas. A video message from the Governor and his wife was shared.

Refugee & Homeless Discussion – Mr. Albarado provided a verbal update. To date we have received no updates from World Relief so he has reached out to them. They have not been in contact with us and do not have plans to send anyone to our County at this time. They advised him that they are not going to place people where there is no support system. At this time, it appears as they were just talking only to the City of Eau Claire.

Adult Long-term Care -

Ms. Lyons provided a verbal update. Phone calls continue to be steady in the ADRC, and the ADRC consortium has been notified regionally that we will receive additional funding so they are reviewing spending options. Sixteen staff members have been trained with the Dementia Care materials. They have had 74 open investigation cases open to date in adult protective services.

Behavioral Health Care –

Written reports were provided and reviewed. Ms. Carlson provided a verbal update. Services are still being offered in the Behavioral Health Outpatient Clinic on a limited basis as the two clinicians that are employed by this agency are supervising many different programs and employees as well as trying to provide outpatient clinical services. There are three consumers on the CCS program, eight enrolled in CST, and forty-six on CLTS. Our first collaborative meeting with Iron, Price, Wood, Rusk, Eau Claire and Taylor Counties will be held via Zoom on 12.05.23. The CLTS state review will be held the week of December 15, 2023 so our two SSC's and Supervisor Carlson have been preparing for the review. Mr. Bodo reported that they continue to have transportation issues with crisis situations.

A mental health monthly expense report for 2023 shows a total annual projection of expenses of \$2,797,586.78.

Child Protective Services -

The 2023 Children in Substitute Care report shows total Sawyer County HHS expense at \$66,215.29 and LCO at \$45,187.39. Ms. Inczauskis reported that her former open position has been filled in Youth Justice. They are working on giving youth who have been placed out-of-home for more than two years some sense of permanency.

Youth Justice -

A written report was provided detailing department statistics and a total 2023 YJ referral of 64. Youth Justice is currently in transition of Sarah Inczauskis' Ongoing Case Management role to Supervisor of Youth Justice and CPS. We have hired Kim Lambert to fill that ongoing role. Her start date is December 13, 2023.

Economic Support -

A written report was provided detailing department statistics.

Public Health -

A written report was provided; a recent Hepatitis C in Wisconsin Report shows that while most cases newly reported during 2020-2022 resided in urban areas, rates were highest among counties in rural areas. Sawyer County had the highest rate in the state during this time frame, with 86.2 cases per 100,000 per population reported. We have highlighted the importance of screening and treatment with our providers, clinics, and other stakeholders. In addition, most regions in Wisconsin are now at moderate levels of influenza-like illness activity. The 4-county WIC merger is going well and the merged group will be known as Wild Rivers WIC. Ms. Lyons reported on the current opioid spending process.

Fiscal -

A written report was provided. Ms. DuJardin reported that overall we are looking good on the budget to date, mainly due to a one-time windfall of reimbursement funds from high-cost substitute care expenditures of a couple years ago. Ms. Lyons congratulated Ms. DuJardin on her retirement.

Future Agenda Items –

Meeting Date/Time – The next meeting of the Health and Human Services Board will be Tuesday, January 8th, at 6:30 pm in the Board Room.

Meeting adjourned at 7:34 pm

Minutes recorded by Lynn Fitch, County Clerk

**Minutes of the December 14, 2023 meeting of the Sawyer County
Finance Committee
Of the Sawyer County Board of Supervisors
Assembly Room; Sawyer County**



Voting Committee Members (X) Present:

- ☒ Chair: **Ron Kinsley**
- ☒ Vice Chair, John Righeimer
- ☒ Stacey Hessel
- ☒ Tom Duffy
- ☒ Dale Schleeter

Others Present:

Andy Albarado
Lynn Fitch
Mike Markgren
Linda Zillmer
Rose Lillyroot
April Anderson

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

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

Meeting Agenda –

Public Comments –

Minutes from the previous meeting dated: November 9, 2023

Motion to approve made by: Mr. Duffy Second by: Mr. Righeimer
Motion carried without negative vote.

2022 Audit Presentation –

Ms. Anderson of Clifton, Larsen and Allen presented the highlights of the executive audit summary that was provided to committee members. We received the highest, cleanest opinion available to receive. They reported three material weaknesses, findings that are usually very common among smaller counties and the same findings we have had in the past. They found no compliance issues with the funding sources that we receive. The Board needs to keep in mind that the inflow of ARPA funds will no longer be available going forward.

Finance Department Report -

Sales Tax Distribution – A written report was provided and on pace to reach goal of approximately \$3M for the year.

Budget Updates – A written report was provided. We are at 100% of projected revenues for the year. Expenses are slightly under projection. Winter maintenance costs are about \$60,000 over budget primarily due to last year's storm.

Capital Improvement Plan Update – Purchases – A list of planned purchases was provided and includes a down payment of a 2024 expense.

Investing of Clerk of Court Bond Funds – Mr. Markgren presented last month's topic of potentially investing the Clerk of Court Bond funds. He has arranged to begin getting interest on these funds. The amount is between \$500,000-\$750,000 on average. He recommends keeping approximately \$200,000 liquid and the remaining split between a long-term and short-term CD, brining approximately \$1400-\$1500/month in interest which could help supplement the general Clerk of Court funds. Ms. Hessel made a motion to approve this investment approach; second by Mr. Righeimer. Motion carried without negative vote.

Investment Update -

A written report was provided and reviewed. We should hit our interest earned goal for the year. The OPIOD fund account is starting to have activity now.

EMS-Ambulance

A written presentation was provided and reviewed by Mr. Markgren. The average call per month continues to be above the previous same-year period. He continues to work with John Froemel on ways to improve our results in collections. The income statement for the ambulance services shows a 2023 net of \$233,611.73.

Elected Officials Wage Review -

A written report of WCA wage survey results was provided and reviewed. Mr. Markgren compiled a comparison of 5 different categories summary report from the survey results. Comparison results show that our wages are on the low end for these positions.

Future Agenda Items –**Correspondence, reports from conferences and meetings -****Adjournment – 9:40 am**

Next Meeting: January 11, 2024 **Time:** 8:30 am **Location:** Board Room
Minutes recorded by Lynn Fitch, County Clerk

SAWYER COUNTY HEALTH AND HUMAN SERVICES

	<u>Charge</u>		
Behavioral Health Services Fees			
OWI Assessment	\$ 250.00		
AODA/MH Intake Counseling Session	\$ 200.00		
AODA/MH Hourly Session	\$ 150.00		
No Show/Late Cancellation Fee	\$ 50.00		
Victim Impact Panel	\$ 50.00		
Out of County Additional Fee	\$ 50.00		
Drug Test Fees			
Drug Test	\$ 20.00		
SAWYER COUNTY PUBLIC HEALTH			
Public Health			
Immunization Administration Fee	\$ 20.00		
Influenza Reviewed Annually	\$ 37.00	N/A	
Sharps Container Only (Small/Large)	\$5.00 / \$10.00		
Sharps Container Disposal Fee	\$ 7.00	\$ 9.00	Per Pound
Reproductive Health			
New Client (15 min)	\$ 156.50		
New Client (30 min)	\$ 240.80		
Established Client (5 min)	\$ 49.10		
Established Client (10 min)	\$ 121.20		
Established Client (20 min)	\$ 196.80		
Established Client (30 min)	\$ 279.70		
Non-Med FP Education	\$ 117.00		
Water Tests			
Coliform Bacteria	\$ 25.00	\$ 30.00	
Nitrate	\$ 40.00	\$ 50.00	
Arsenic	\$ 45.00	\$ 50.00	Single Metal
Basic Homeowners Package	\$ 60.00	\$ 75.00	

Real Estate Package	\$ 120.00	
Metals Package	\$ 100.00	
Comprehensive Homeowners Package	\$ 125.00	\$ 150.00
Bottle Replacement for each bottle	\$ 1.00	

SAWYER COUNTY PUBLIC HEALTH

Reproductive Health Supplies

OCP (Birth Control)	\$ 45.00	
Depo (Varies by Shipment) (Birth Control)	\$ 11.00	Fee is establish
Nuva Ring (Price Varies by Current Shipment)	\$7.00 / \$9.00	Fee is establish
Azithromycin 1g	\$ 30.00	
Ceftriaxone 250 mg 1m	\$ 30.00	
EPT (Expedited Partner Therapy)	\$ 30.00	
Metronidazole 2g	\$ 30.00	
Emergency Contraception	\$30/\$45	Generic/Brand
Male Condoms	\$ 0.90	
Female Condoms	\$ 4.80	

Reproductive Health Tests

Dipstick UA	\$ 8.00	
CT, GC, Trich	NC	
Pregnancy Test	\$ 19.40	
Hemoglobin	\$ 5.30	
HIV-1, HIV-2 Combo (Blood)	\$ 30.90	
Lab Handling Fee	\$ 8.40	
Copies	\$ 0.25	Per Page

SAWYER COUNTY SANITATION

Licensing Fees

Facility/License Type	Annual License Fee	Pre-Inspection Fee	Re-Inspection Fee	Second & Subsequent Re-Inspection Fee	Late Fee	Operating without a License Fee	Special Condition Inspection Fee	Duplicate License Fee
Bed and Breakfast Establishments								
Bed and Breakfast Establishments	155	200	125	170	55	740	175	15
Lodging								
Tourist Rooming House	155	200	125	170	55	740	175	15
Hotel / Motel 5 - 30 Rooms	240	400	215	290	55	740	175	15
Hotel / Motel 31 - 99 Rooms	325	500	300	400	55	740	175	15
Hotel / Motel 100 - 199 Rooms	410	595	390	500	55	740	175	15
Hotel / Motel 200 + Rooms	500	685	475	590	55	740	175	15
Campgrounds								

Campgrounds (1 - 25 sites)	205	280	180	240	85	240	175	15
Campgrounds (26 - 50 sites)	230	365	265	350	85	240	175	15
Campgrounds (51 - 100 sites)	255	700	310	425	85	240	175	15
Campgrounds (101 - 199 sites)	410	890	375	500	85	240	175	15
Campgrounds (200 + sites)	425	965	425	580	85	240	175	15
Recreational and Educational Camps								
Recreational or Educational Campgrounds	585	1200	540	720	85	240	175	15
Safety, Maintenance and Operation of Public Swimming Pool								
Pool/Hot-Tub	175	150	75	50	85	240	175	15
Water Attraction	205	175	75	50	85	240	175	15
Water Attraction with up to 3 pools/slides	200	250	125	50	85	240	175	15
Restaurants								
Prepackaged Restaurant	125	130	88	130	85	240	175	15
Simple Restaurant	165	210	240	320	85	240	175	15
Moderate Restaurant	280	470	353	470	85	240	175	15
Complex Restaurant	625	770	578	770	85	240	175	15
Temporary Restaurant	200	0	0	0	85	240	175	15
Mobile Restaurant - Base w/out food prep	125	165	98	130	85	240	175	15
Additional Area	95	0	0	0	85	240	175	15
DPI Schools								
Production	510	0	0	0	0	0	0	0
Satellite	290	0	0	0	0	0	0	0
Retail Food Establishments								
Food Sales of \$1,000,000 and processes potentially hazardous food	200	250	450	450	117	100	175	15
Food Sales of \$25,000 but less than \$1,000,000 and processes potentially hazardous food	205	250	190	190	53	100	175	15
Food Sales of at least \$25,000 and is engaged in food processing, but does not process potentially hazardous food	220	150	190	190	38	100	175	15
Food sales of less than \$25,000 and is engaged in food processing	75	125	90	90	12	100	175	15
Does not engage in food processing	55	100	90	90	0	90	175	15

Last Updated: April 1, 2020

Facility/License Type	Annual License Fee	Pre-inspection Fee	Re-inspection Fee	Second & Subsequent Re-inspection Fee	Late Fee	Tier 1: Operating Without a License Fee	Tier 2: Operating without a License Fee	Special Condition Inspection Fee	Duplicate License Fee
Bed and Breakfast Establishments									
Bed and Breakfast Establishments	250	390	150	200	50	250	750	200	15
Lodging									
Tourist Rooming House	250	390	150	200	50	250	750	200	15
Hotel / Motel 5 - 30 Rooms	270	625	150	200	55	250	750	200	15
Hotel / Motel 31 - 99 Rooms	365	865	150	200	75	250	750	200	15
Hotel / Motel 100 - 199 Rooms	465	1035	150	200	95	250	750	200	15
Hotel / Motel 200 + Rooms	640	1540	150	200	130	250	750	200	15
Campgrounds									
Campgrounds (1 - 25 sites)	230	495	150	200	45	250	750	200	15
Campgrounds (26 - 50 sites)	325	735	150	200	65	250	750	200	15
Campgrounds (51 - 100 sites)	400	910	150	200	80	250	750	200	15
Campgrounds (101 - 199 sites)	465	1080	150	200	95	250	750	200	15
Campgrounds (200 + sites)	535	1255	150	200	110	250	750	200	15
Recreational and Educational Camps									
Rec and Ed - Simple	640	1275	150	200	130	250	750	200	15
Rec and Ed - Simple with Hospitality	705	1405	150	200	145	250	750	200	15
Rec and Ed - Moderate	690	1380	150	200	140	250	750	200	15
Rec and Ed - Moderate with Hospitality	825	1655	150	200	165	250	750	200	15
Rec and Ed - Complex	745	1485	150	200	150	250	750	200	15
Rec and Ed - Complex with Hospitality	930	1860	150	200	190	250	750	200	15
Public Pools and Water Attractions									
Pool - Simple	260	260	150	200	55	250	750	200	15
Pool - Simple with Features	435	435	150	200	90	250	750	200	15
Pool - Moderate	390	390	150	200	80	250	750	200	15
Pool - Moderate with Features	565	565	150	200	115	250	750	200	15
Pool - Complex	490	490	150	200	100	250	750	200	15
Pool - Complex with Features	660	660	150	200	135	250	750	200	15
RETAIL FOOD - SERVING MEALS (RESTAURANT)									
Retail Food - Serving Meals - Prepackaged	140	170	150	200	30	250	750	200	15
Retail Food - Serving Meals - Simple	300	420	150	200	60	250	750	200	15
Retail Food - Serving Meals - Moderate	430	615	150	200	90	250	750	200	15
Retail Food - Serving Meals - Complex	705	1005	150	200	145	250	750	200	15
Retail Food - Transient - TCS	225	0	150	200	45	250	750	200	15
Retail Food - Transient - Prepackaged	60	0	150	200	25	250	750	200	15
Retail Food - Transient - Non-TCS	80	0	150	200	25	250	750	200	15
Retail Food - Serving Meals, Mobile - Prepackaged	140	170	150	200	30	250	750	200	15
Retail Food - Serving Meals, Mobile - Simple	300	420	150	200	60	250	750	200	15
Retail Food - Serving Meals, Mobile - Moderate	430	615	150	200	90	250	750	200	15
Retail Food - Serving Meals, Mobile - Complex	705	1005	150	200	145	250	750	200	15
Retail Food - Serving Meals, Mobile Base - No Prep	60	130	150	200	25	250	750	200	15
Retail Food - Serving Meals, Mobile Base - Simple	300	420	150	200	60	250	750	200	15
Retail Food - Serving Meals, Mobile Base - Moderate	430	615	150	200	90	250	750	200	15
Retail Food - Serving Meals, Mobile Base - Complex	705	1005	150	200	145	250	750	200	15
Additional Area	105	0	150	200	25	250	750	200	15
DPI Schools									
DPI School - Production	575	0	0	0	115	0	0	200	0
DPI School - Satellite	325	0	0	0	65	0	0	200	0

Retail Food - Not Serving Meals									
Retail Food - Not Serving Meals - Complex	890	455	150	200	180	250	750	200	15
Retail Food - Not Serving Meals - Moderate	345	325	150	200	70	250	750	200	15
Retail Food - Not Serving Meals - Simple TCS	250	195	150	200	50	250	750	200	15
Retail Food - Not Serving Meals - Simple Non-TCS	80	165	150	200	25	250	750	200	15
Retail Food - Not Serving Meals - Prepackaged	60	130	150	200	25	250	750	200	15
Fees Effective April 1, 2024									

**Minutes of the December 11, 2023 meeting of the Sawyer County
Economic Development and UW-Extension Committee
Of the Sawyer County Board of Supervisors
Board Room; Sawyer County**



Voting Committee Members Present:

- ☒ Chair: Tom Duffy
- ☒ VC -- John Righeimer
- ☒ Stacey Hessel
- ☒ Brian Bisonette - virtual
- ☒ Chris Rusk

Andy Albarado
Lynn Fitch
Donna Knuckey
Lori Baltrusis
Ann Larson

Others Present:

Adam Lamoreaux
Jim Ferguson
Cathy LaReau
Kevin Schoessow

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

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

Meeting Agenda --

Public Comments --

Minutes from previous meeting – A motion was made by Ms. Hessel to approve the minutes of the November 6, 2023, meeting; second by Mr. Righeimer. Motion carried without negative vote.

Sawyer County Agricultural Fair Association Report -

University of Wisconsin-Extension Department Report -

Ms. Baltrusis thanked the committee for passing the budget and introduced Kevin Schoessow from the Ag Department. Mr. Schoessow provides support in the areas of horticulture and local foods outreach, research, and service while also serving as a resource for agriculture producers and rural property owners. A visual display was also available for individual study while Mr. Schoessow presented his program highlights of foods that can be best grown in our agricultural zone. An explanation of pollinators was also provided.

Hayward Lakes Visitors & Convention Bureau -

A written report was provided highlighting the bureau's marketing efforts of specific pieces and programs. A list of the 2024 sport shows was included. Ms. Beckman reported that the individual ATV web page has been combined with the Hayward Lakes web page. The number of paper Vacation Guides has been reduced to 70,000 since more are using the digital means of locating information.

Northwest Regional Planning Commission Report -

No update

Economic Development Corporation Report -

Adam Lamoreaux, the new Executive Director, introduced himself and provided a verbal update. An incubator program for entrepreneur business owners is one of the current projects they are undertaking, and they continue to work on housing solutions.

Library Updates -

A written report was provided by the Winter Library and reviewed by Ms. Knuckey. A schedule of events and review of individual programs was provided in the written report as well as a circulation update. Ms. Larson provided a verbal update for the Weiss Community Library and passed out information on circulation statistics and a schedule of events. A calculation of savings to residents in the purchase of library materials was also provided.

Motorized Trail and Non-Motorized Trail Report -

Ms. LaReau provided a verbal update. The ATV Alliance was instrumental in reviving the Christmas Parade downtown. They have purchased new grooming equipment so have been doing a lot of fund raising. Their annual holiday gala raised approximately \$9,000. The snowmobile and ATV users survey has officially launched and will be a long-running program to collect the most accurate data. All Alliance workers are on a volunteer basis. Mr. Duffy provided an email report from Mr. Popp and reviewed the highlights. Currently the machine-made snow at Telemark is some of the only skiing in the Midwest so we are seeing lots of visitors in the area for that purpose.

Broadband Update -

Mr. Albarado provided a verbal update. They are getting an update from the PSD on funds that will be available next year.

LCO Update

Mr. Rusk advised that the walls for the new medical facility are being completed.

Historical Society -

Mr. Ferguson provided a verbal update; they are officially closed at this time of the year and will officially open in January. Thursday January 25th at 7pm they will have a local author speak at the library. Donations are being taken at the Hayward Funeral Home at this time through an ornament program.

Meeting Date/Time – The next meeting of the Economic Development and UW-Extension Committee will be Monday, January 8th, in the Board Room.

Meeting adjourned at 9:29 am

Minutes recorded by Lynn Fitch, County Clerk

REVISED – December 10, 2023

2024 Conversion to PTO

We are proposing a change in the Vacation and Sick Leave benefits to a Paid Time Off (PTO) benefit starting January 1, 2024. Employees would start to accrue PTO January 1, but the actual conversion will take a year to complete.

What is PTO? Paid time off, also called PTO or personal time off, is an employer-provided benefit in which the employer compensates employees during their absence from work. Employees can use PTO for a variety of reasons, such as sick time, vacations and personal appointments. It will replace the current benefits of Vacation and Sick Time. It will not include Bereavement Leave, which will remain unchanged.

The conversion to PTO is applicable to all eligible employees who are not covered by terms of an employment contract, bargaining agreement, or who work in a county department staffed 24-hours a day service (EMS, Sheriff Dept - Dispatch, Jail, Patrol).

In addition to PTO time, employees will also be eligible for 2 days of paid Community Service/Wellness time. Community Service/Wellness time can be used- not working for the County, but volunteering with a community organization, activity, or event or participating in a wellness/health activity or appointment.

- Starting 1/1/2024 employees will start accruing PTO on a new schedule corresponding with their hours worked in a week (35/37.5/40), and length of service to the County.

CURRENT SICK LEAVE

- Effective 1/1/2024 an employee's existing Sick Leave balance will be frozen, and no more accruals will occur. This will be referred to as the Sick Leave Bank.

-From 1/1/2024 – 12/31/2024 Sick Leave Banks can be used for sick time as they it normally has been.

-During 2024 routine sick leave time can be taken from PTO or Sick Bank. After January 1, 2025 routine sick leave will be taken from PTO. Sick Bank Leave will be available for an FMLA qualifying event, for sick time with approval if PTO has been exhausted, or by County Administrator approval.

-Starting 1/1/2025 and thereafter the employee's PTO balance shall be used first for regular sick time.

-Sick Leave banks will remain in existence until they are exhausted or the employee separates from the County.

-Sick Leave Payout ability – see **PAYOUTS**

VACATION CONVERSION TO PTO

- On 1/1/24 an employee's Vacation account (accrued vacation time) will be renamed PTO.

PTO

- Starting 1/1/2024 employees will start accruing PTO on a new schedule corresponding with their hours worked in a week (35/37.5/40), and length of service to the County. Part-time employees shall accrue PTO on a pro-rated basis of bi-weekly hours worked to full time.

Length of Service	Days of PTO Accrued During the Year	Per payroll Accrual Rate for 40 hour week employee
Years 0 to 5	20	6.15
After 5 years	22	6.77
After 8 years	25	7.69
After 10 years	28	8.62
After 15 years	31	9.54
After 20 years	32	9.85
After 25 years	33	10.15

Above chart shows total days that could be accrued in a year. Accrual rates will be determined based on work schedule and divided amongst 26 payroll periods

7 tiers of length of service will be retained, but current tier After 11 years will change to 10 years.

-An employee can accrue PTO up to an equivalent of 80 days according to their weekly hours worked (7/35 hours week, 7.5/37.5 hours a week, 8/40 hours a week). So, a 40 hour per week employee can accrue up to 640 hours in their PTO account.

- Department heads shall schedule time off for the most efficient operation of the department, and, if necessary, seniority shall be used in scheduling.

- Four (4) weeks notice shall be given for leaves of two (2) weeks or more; two (2) weeks notice shall be given for leaves of one (1) week. Any PTO leave of more than 15 consecutive work days requires the approval of the County Administrator.

Individual department heads reserve the right to have additional restrictions for this rule only.

- An employee who moves from one position to another in the County by transfer, promotion, or reassignment shall not lose their accrued leave and will remain under the same years of service schedule.

- Employees who choose to use PTO for an unplanned absence, must contact their direct supervisor prior to the start of their scheduled shift. Three or more consecutive days of unplanned absence may require a written note by a healthcare provider.

- No credits for PTO shall be granted for time worked in excess of the normal workweek. When absent from work for a full scheduled work day, employees must use a full day's PTO, sick leave or comp time earned. On days for which some work is performed, employees may use a partial day of paid leave time. Under no circumstances should a day on which paid leave time is used exceed the normal schedule number of hours of work.

-Except in cases of disciplinary action, Time Without Pay will not be granted until all appropriate available leave banks are exhausted.

Community Service/Wellness Days

	Days Annually
All years of service	2

- Intended to incentivize and encourage employees to participate in activities that offer a change of pace or break from their job while also benefiting the community and employee.
- Community Service/Wellness Time – when claimed, the employee will attest to organization/event/activity that time was provided and what the employee did or what wellness appointment or activity was done.
- Community Service – is to be unpaid by another party – essentially volunteering
- Community Service/Wellness Time – does not roll over year to year, and cannot be banked. It would be separate from PTO.

SEPARATION PAYOUTS (amendment of current handbook language) Payment upon Separation. Employees who voluntarily resign with proper notice as outlined above as well as employees separated by the county for reasons other than disciplinary or performance reasons (i.e. “in good standing”), and who have at least one-year full time of continuous employment, will receive payment for unused PTO and sick leave as outlined below.

Sick-Leave payouts remain unchanged from current policy

Regular employees hired before January 1, 2015 who leave their position in good standing will be eligible for Sick Leave and PTO separation pay as follows:

Less than 10 years of employment - For an employee with less than 10 years of creditable employment in a regular position – No Sick Leave Bank Payout.
The employee’s unused PTO balance or 1-years accrual of PTO (whichever is less) at the current pay rate will be paid out.

Ten (10) or more years of employment - For an employee with 10 or more years of creditable employment in a regular position the employee should receive one-half (1/2) of the unused Sick Leave Bank remaining in the employee’s account, not to exceed fifty-five (55) days, to be paid at the average hourly rate of pay on December 31st of the prior 3 years.
The employee’s current unused PTO balance up to 40 days of PTO - at the current pay rate will be paid out. Employees who retire (including disability retirement), shall be paid a maximum of 60 days of their accumulated PTO

Regular employees hired after January 1, 2015 who leave their position in good standing will be eligible for unused PTO and Sick Leave Bank separation pay as follows:

Less than 15 years of employment - For an employee with less than 15 years of creditable employment in a regular position – No Sick Leave Bank Payout.
The employee's unused PTO balance or 1-years accrual of PTO (whichever is less) at the current pay rate will be paid out.

Fifteen (15) or more years of employment - For an employee with 15 years or more years of creditable employment in a regular position the employee should receive one/half (1/2) of the unused sick leave remaining in the employee's account not to exceed forty-five (45) days, to be paid at the average hourly rate of pay on December 31st of the prior 3 years.
The employee's unused PTO balance - up to 40 days of PTO at the current pay rate will be paid out.
Employees who retire (including disability retirement), shall be paid a maximum of 60 days of their accumulated PTO

In the event an employee leaves a position with the County that is entitled to a PTO and/or sick leave payout and accepts an elected position with the County (Sheriff, County Clerk, Clerk of Circuit Court, Register of Deeds, County Treasurer, County Coroner), his/her sick leave balance shall be paid out according to the policy providing the employee meets all the defined eligibility criteria.

Non-payment upon Separation. Employees separated for disciplinary or performance reasons and employees who fail to provide proper notice will receive no payment of accrued but unused vacation or sick time. All employees will receive payment of their accrued but unused compensation time regardless of the reason for separation or notice provided.

FLOATING HOLIDAY changed to Permanent or Flexible Holiday.

-The current floating holiday will be eliminated and a permanent/flexible holiday established .
Potential days - New Year's Eve Day, Presidents Day every year or , or another day to be determined – that could be reviewed annually

The purpose would be to find a date every year to apply what is currently a floating to a day that would work with an existing holiday to provide an extended period for employees to be off a work and courthouse operations to be closed.

As an example, in 2023, July 4 was on a Tuesday, and the permanent/flexible holiday could have been held on Monday, July 3rd.

In 2024, July 5 falls on a Friday – this would make a good holiday to follow the July 4th Holiday.
Courthouse operations would be able to be closed.

In 2025, December 26 falls on a Friday, and it could be decided to make this date the permanent/flexible holiday.

Would establish an employee committee to review this permanent/flexible holiday in the upcoming year?

FAQ's

- PTO is intended to be flexible allowing employees to have more control over their paid-time-off.
- Those employees who already have a sick bank – will retain that bank. The benefit to employees with a full sick bank in the conversion to PTO will be having greater flexibility and access to paid personal time.
- Current payout eligibility and formulas remain as is and will be applicable to the Extended (Sick) Leave Bank
- Approvals for planned PTO time will be similar to current vacation requests.
- During 2024 routine sick leave time can be taken from PTO or Sick Bank. After January 1, 2025 routine sick leave will be taken from PTO. Sick Bank Leave will be available for an FMLA qualifying event, for sick time with approval if PTO has been exhausted, or by County Administrator approval.
- Community Service/Wellness Time – when claimed, the employee will attest to organization/event/activity that time was provided and what the employee did or what wellness appointment or activity was done.
- Community Service – is to be unpaid by another party – essentially volunteering
- Wellness – paid time to address physical, mental, and social well-being through the active pursuit of activities, choices and lifestyles that lead to a state of holistic health.
- Community Service/Wellness Time – does not roll over year to year, and cannot be banked. It would be separate from PTO.
- On an employee's anniversary date the PTO time accrued to date cannot exceed 80 days. Any amount over 80 days would be forfeited.

County Administrator's Report



December 21, 2023

Courthouse Renovation

Two punch list items remain (floors and HVAC), as well as A/V completion (waiting for back order items). Building is fully operational.
Proceeding to closeout on remainder of project.

Personnel

Fully staffed at Highway

Recruiting for
Clerk of Court –PT Deputy
Sheriff – Dispatch/Jailer
Ambulance - All positions, but primary need is Paramedic.

Rolling -Employee Benefits package for 2024. Favorable Health Insurance Renewal and will be offering employees two plan options (High/Low Deductible), and improved Dental/Vision Rates.
New Health/Wellbeing incentives offered for 2024.

Proposal for conversion to PTO for some employees next year.

HR continues work on a couple significant Personnel matters.

Budget

Wrap up of 2023 underway, projections for year look favorable.

Corporation Counsel(s) –

Billy Boy dam and associated water levels.
Land Use/Zoning items.
TRH (Tourist Rooming House) Ad Hoc Committee
Typical work in HHS.
Continued work on Open Records Requests

Ordinance review/development

Currently developing/reviewing:
Animal Control Ordinance, Human Health Hazard/Nuisance, Zoning Ordinance,
Highway Access Ordinance (permits for driveway/utility access)

Criminal Justice Collaborating Council

Diversion numbers remain consistent.

Recovery Court starting in full Jan. 1, and already has 4 referrals.

Law Enforcement Deflection Grant training has started.

Airport

Master Plan Committee held Wednesday, November 8th, next meeting is anticipated to be late February 24, and 4th and final meeting in May/June of 2024. Both the February and May/June Master Plan Committee meeting will include public meetings/hearings. There is a website with updates and information regarding the Master Plan at www.sawyercounty.airportstudy.net

Economic Development

SC/LCO Economic Development Corporation has a new director - Adam Lamoureux

Broadband

No timeline on current applications, BEAD funds anticipated to be available in mid 2024.

LCO

Cooperative Tribal Law Enforcement Grant has been awarded for 2024, funds directly to LCO.

Sheriff/Public Safety

Working on terms and scope of work with new public safety radio provider.