



Sawyer County

Agenda

Land, Water, & Forest Resources Committee Meeting

Wednesday, September 11, 2024 @ 8:30 AM

Sawyer County Board Room

Revised: Monday, September 9, 2024 12:31 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/99719807086> You can also use the dial in at **1-312-626- 6799** with the Webinar ID: 997 1980 7086. Use *9 to Raise/lower hand and *6 to Unmute/mute. If additional assistance is needed please contact the Sawyer County Forestry Office at 715-634-4846 prior to the meeting. This meeting will be recorded and will be available on our website at: <https://sawyercountygov.org>. If you are on a computer, click the "Raise Hand" button and wait to be recognized. If you are on a telephone, dial *9 and wait to be recognized.

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW

5. MEETING AGENDA

6. PUBLIC COMMENTS

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

4 - 5	7. CONSIDER APPROVAL OF MINUTES FROM PREVIOUS MEETING a. 8.7.24 LWFRM Minutes DRAFT
6	8. REGISTER OF DEEDS UPDATE a. ROD Monthly Report
	9. EVENTS (DISCUSSION AND POSSIBLE ACTION)
7 - 8	10. LAND RECORDS AND COUNTY SURVEYOR DEPARTMENT REPORT a. 1) Surveyor Sept 2) LWFRM September 2024
	11. SAWYER COUNTY FORESTRY DEPARTMENT
9 - 11	a. Recreational Trails Report Motorized- Non-motorized- b. County Forestry Report aug24forestry report
12 - 17	c. David J Samuel & Annette M Zeman Joint Rev Trust Land Trade Proposal 1) samuel-zeman trust trade proposal 2) property listings 3) trade proposal plat map 4) samuel land trade map (3)
18	d. Temporary Timber Sale Extension Policy Modification 2024 SCF Timber Sale Extension Modification (1) e. DNR Forestry Report
	12. CALLAHAN/MUD LAKE ASSOCIATION PETITION (DISCUSSION AND POSSIBLE ACTION)
19 - 26	a. Callahan Mud Lake Association Petition
	13. ZONING/ CONSERVATION DEPARTMENT
27	a. County Report Conservation Department Update September 2024 b. USDA report c. LCO report

14. TAX DEED/FORECLOSURE PROCESS (DISCUSSION AND POSSIBLE ACTION)

--Implement Act 216 & 207

15. CONSIDER REMEDIATION WORK - AMOCO/ACKLEY PROPERTY IN VILLAGE OF WINTER (DISCUSSION AND POSSIBLE ACTION)

- a. [PSA - Professional Services Agreement - Former Ackley Oil Bulk Plant Sampling](#)

16. OUTSIDE COMMITTEE UPDATES

17. FUTURE AGENDA ITEMS

18. CORRESPONDENCE, REPORTS FROM CONFERENCES AND MEETINGS

19. ADJOURNMENT

DISCLAIMER:

A quorum of the County Board of Supervisors or of any of its committees may be present at this meeting to listen and observe. Neither the Board nor any of the committees have established attendance at this meeting as an official function of the Board or committee(s) or otherwise made a determination that attendance at the meeting is necessary to carry out the Board or committee's function. The only purpose for other supervisors attending the meeting is to listen to the information presented. Neither the Board nor any committee (other than the committee providing this notice and agenda) will take any official action with respect to this noticed meeting.

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

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

**Minutes of the August 7, 2024 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: John Suralski
- ☒ Vice Chair: Steve Kariainen
- ☒ Kay Wilson
- ☒ Randy Neumann
- ☐ Brian Bisonette

Others Present:

- | | |
|---------------|---------------|
| Lynn Fitch | Andy Albarado |
| Jay Kozlowski | Brian DeVries |
| Paula Chisser | |
| Greg Peterson | |
| David Todus | |

Call to Order – Chair Suralski 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 – Linda Zillmer

Minutes from the previous meeting dated: July 10, 2024

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

Register of Deeds Update -

A written report was provided detailing activity in the office of ROD. Transfer fees were down from June's activity but marriages were up.

Events -

Mr. Peterson presented a request for CAMBA's Festival of the Trails Revival event. A motion was made by Ms. Wilson; second by Mr. Kariainen. Motion carried without negative vote.

Land Records and County Surveyor Department Report -

Written reports were provided. Last month the department performed general maintenance and collected GPS coordinates on various PLSS corners in the towns of Hunter, Lenroot, Hayward, Round Lake, Bass Lake. Mr. DeVries advised that they have recorded a large number of CSMs this year and they are still awaiting Board of Review results from several municipalities. The LCO Tribal governing board has hired a GIS person and our department is working with them to develop communications and data information.

Sawyer County Forestry Department -

Recreational Trails Report – Mr. Neuman read a report from Ms. LaReau on the motorized trail activity; they report consistent and heavy trail use. The 9-county survey data includes over 2,000 results that they will begin compiling.

County Forestry Report –

A written report was provided and reviewed. Mr. Peterson reported seven active sales for the month of July and sale value now is approximately \$4.5M. One tree in Seeley Hills was reported with oak wilt which has since been treated. Several ATV/UTV trail rehab projects were completed or remain underway.

DNR Forestry Report – A written report was provided. The DNR will be continuing road improvements to the Parks Farm access road, off the Thornapple grade in the township of Winter. This access is vital to a wildlife management area for the WI DNR and public access to the county forest. The Draper Road Project's Sustainable Forestry Grant application has been signed and submitted with all required supporting documents.

Zoning/Conservation Department -

County Report – A written report was provided showing that they continue to monitor water levels on the seven County-owned dams, and conservation staff have been assisting property owners with shoreline erosion and other projects. Mr. Kozlowski reports that they have completed several trainings/meetings for lake associations.

USDA Report – No update

LCO Report –

Outside Committee Updates --

Future Agenda Items –

Other Topics for Discussion Only –

Adjournment – 8:30 am

Next Meeting: September 11, 2024 Time: 8:30 am
Minutes recorded by Lynn Fitch, County Clerk

Location: Board Room

ROD Monthly Report

August, 2024

Activity	Number of Copies	Total Revenue including amounts to State
Emailed Copies		472.00
Counter Copies		317.50
Birth	69	870.00
Death	219	1,022.00
Marriage	48	433.00
Divorce		0
Recorded Documents		8,444.65
Transfer Fees		94,898.10
Laredo		4,279.75

General:



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

County Surveyor's Report 9/11/24

We collected GPS coordinates and performed maintenance on various PLSS corners in the Towns of Hunter, Lenroot, Hayward, Winter and Ojibwa this past month.

We completed a survey of the County-owned site of the Fishtrap Lake Dam.

It has been a busy month inside as well, I reviewed 16 Certified Survey Maps and have noticed a recent increase in the number of calls I am getting concerning general surveying-related questions, land disputes, how to find a surveyor, etc.

Respectfully Submitted,

Chris Gregory
Sawyer County Surveyor



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

August 29, 2024

Real Property Lister Report

Not many changes have occurred since last month. Our office has still been staying up-to-date on property transfers with about 170 transfers recorded this month. A large number of Certified Survey Maps has been recorded this year. As of August 29, there have been 88 CSMs recorded in 2024. Last year at this time, there were only 54 CSMs recorded. We are working our way through processing these.

We are still waiting on Boards of Review for the Towns of Bass Lake, Meadowbrook, and Radisson. We expect to receive Meadowbrook's assessment data soon and Radisson will follow. We have not heard from Bass Lake yet but still have plenty of time before tax bills need to be generated in November.

Respectfully submitted,

Kimberly Wendt
GIS Technician and Real Property Lister

715-638-3279

kimberly.wendt@sawyercountygov.org

Forestry Report August 2024

Active Sales

Seven sales listed as active in month of August

Sale Date	# of Sales	Acres	Bid Value	Received	Est. Remaining
11/1/19	0	0	\$0	\$0	\$0
5/5/20	0	0	\$0	\$0	\$0
11/3/20	0	0	\$0	\$0	\$0
5/7/21	1	118	\$53,855.00	\$8,078.25	\$45,776.75
10/22/21	1	117	\$35,320.00	\$10,157.45	\$25,162.55
5/11/22	3	146	\$259,890.60	\$95,196.97	\$164,693.63
11/1/22	2	89	\$41,845.60	\$4,818.96	\$37,026.64
5/10/23	5	353	\$439,210.90	\$196,781.99	\$247,090.45*
11/3/23	0	0	\$0	\$0	\$0
5/7/24	3	205	\$176,058.92	\$33,966.23	\$142,092.69
Totals	15	1028	\$1,006,181.02	\$348,999.85	\$661,842.71

Inactive Sales

Sale Date	# of Sales	Acres	Bid Value	Received	Est. Remaining
11/1/19	1	83	\$83,319.14	\$56,223.74	\$27,095.40
5/5/20	1	193	\$177,313.50	\$276,000.00	\$0*
11/3/20	2	113	\$54,230.00	\$9,000.00	\$45,230.00
5/7/21	8	725	\$464,211.00	\$192,455.94	\$284,711.97*
10/22/21	6	496	\$408,540.20	\$219,874.70	\$217,363.17*
5/11/22	10	688	\$558,544.75	\$460,601.15	\$170,856.60*
11/1/22	10	989	\$557,938.60	\$142,309.65	\$415,628.95
5/10/23	5	339	\$509,412.50	\$0	\$509,412.50
11/3/23	15	1339	\$664,958.11	\$22,798.25	\$642,159.86
5/7/24	17	1435	\$1,338,642.25	\$6,122.62	\$1,332,519.63
Totals	75	6400	\$4,817,110.05	\$1,385,386.05	\$3,644,978.08

* Sales having overruns

** Sales having underruns

Three sales closed out in August.

Timber Sale Value (sold contracts-uncut) on file = **\$4,306,820.79**

<u>Timber Revenue</u>	<u>August</u>	<u>YTD</u>
Timber Sales	\$178,301.00	\$1,915,064.90
<u>Christmas Trees/Boughs</u>	\$0	\$0
<u>Performance Bond Cashed</u>	\$0	\$4,231.70
<u>Other Revenue</u>		
<u>Camping/Firewood/Access/Hay</u>	\$73	\$286
<u>Park Reservations</u>	\$200	\$1050
		<u>Budget</u>
Gross Timber Sale Revenue	\$ 1,915,064.90	\$1,850,000
10% Payment to Towns	\$ 191,506.49	
Net Timber Sale Revenue	\$ 1,723,558.41	
Performance Bonds Drawn	\$ 4,231.70	
Total Other Revenue	\$ 1,336.00	
Timber Sale Revenue Billed Out	\$ 190,644.79	

Timber Sale Inspections	<u># month</u>	<u>YTD</u>
	50	177

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

Tract Establishment	<u># sales month/ YTD</u>	<u>acres month/YTD</u>	<u>Goal</u>
	4/23	301/1997	3600

Comments:

Recon Acres Updated	<u>August</u>	<u>YTD</u>	<u>Annual Goal</u>
	784	4620	6,000 acres

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

<u>Good Neighbor Authority (GNA) Hours</u>	
<u>August</u>	<u>FY25 Contract</u>
0	207.5
<u>Current Contract:</u> FY25: Approximately 595 hours of timber sale establishment/admin. \$39,647.87	

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

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

Oak Wilt:
One oak wilt infected tree identified and treated in Seeley Hills, area of Janet Road and Hwy "OO", continued monitoring ongoing.

Mountain Bike Trails:
Nothing new to report.

Birkie Trail:
Nothing new to report.

ATV/UTV/Snowmobile Trails:
Trail 11 rehab project, Tuscobia to Lost Lake Rd. started. 3.1 miles, grant funded, \$87,068 project cost
Trail 5 rehab project is still on hold, waiting for contractor to complete. Deadline is 12/31/24. 7.27 miles from FR 784 to 2.35 miles west of FR 174. Grant funded, \$188,250 project cost.

Parks:
Hatchery Park: Nothing new to report.
Nelson Lake Park: Nothing new to report.

Carbon Credit Project:
Nothing new to report.

Sawyer County Forestry Department



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



9/3/2024

Land Trade Proposal

Owners: David J Samuel & Annette M Zeman Joint Rev Trust

37.869 acres
SWNW Section 5 T42N R 7W

Located between Seeley Fire Tower Rd. and Telemark Rd. near high point of Birkebeiner Ski Trail

Sawyer County Parcel

80 acres
NWSW, NESW Section 17 T42N R7W
Located on the east side of Telemark Rd.
Tax delinquent parcel acquired by County in 2000, parcel is outside of County Forest blocking boundaries and was kept as potential trade parcel. Not enrolled in County Forest.

Real Estate Sawyer County Property Listing
Today's Date: 9/3/2024

Property Status: Current
Created On: 2/6/2007 7:55:51 AM

Description	Updated: 11/14/2023
Tax ID:	30688
PIN:	57-028-2-42-07-05-2 03-000-000010
Legacy PIN:	028742052301
Map ID:	.7.1
Municipality:	(028) TOWN OF SPIDER LAKE
STR:	S05 T42N R07W
Description:	SWNW MFL CLOSED
Recorded Acres:	37.869
Lottery Claims:	0
First Dollar:	No
Zoning:	(F-1) Forestry One
ESN:	

Tax Districts	Updated: 2/6/2007
1	State of Wisconsin
57	Sawyer County
028	Town of Spider Lake
572478	Hayward Community School District
001700	Technical College

Recorded Documents	Updated: 6/20/2023
QUIT CLAIM DEED	
Date Recorded: 10/12/2006	342272
MANAGED FOREST LAW-MFL	
Date Recorded: 11/13/2023	447321
WARRANTY DEED	
Date Recorded: 5/3/2005	330088

Ownership	Updated: 6/9/2020
DAVID J SAMUEL & ANNETTE M ZEMAN JOINT REV TRUST	HAYWARD WI
Billing Address:	Mailing Address:
DAVID J SAMUEL & ANNETTE M ZEMAN JOINT REV TRUST 13252N TELEMAR RD HAYWARD WI 54843-4068	DAVID J SAMUEL & ANNETTE M ZEMAN JOINT REV TRUST 13252N TELEMAR RD HAYWARD WI 54843-4068

Site Address	* indicates Private Road
N/A	

Property Assessment		Updated: 5/6/2024		
2024 Assessment Detail				
Code	Acres	Land	Imp.	
W6-MFL CLOSED - AFTER 2004	37.869	72,000	0	
2-Year Comparison		2023	2024	Change
Land:	72,000	72,000	0.0%	
Improved:	0	0	0.0%	
Total:	72,000	72,000	0.0%	

Property History
N/A

Real Estate Sawyer County Property Listing

Today's Date: 9/3/2024

Property Status: **Current**

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

Description Updated: 3/4/2022

Tax ID: 30839
PIN: 57-028-2-42-07-17-3 01-000-000010
 Legacy PIN: 028742173101
 Map ID: .9.1
 Municipality: (028) TOWN OF SPIDER LAKE
 STR: S17 T42N R07W
 Description: NESW
 Recorded Acres: 40.000
 Lottery Claims: 0
 First Dollar: No
 Zoning: (F-1) Forestry One
 ESN:

Tax Districts Updated: 2/6/2007

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

Recorded Documents Updated: 10/5/2018

JUDGMENT-FINAL
 Date Recorded: 8/17/2000 [285933](#)

Ownership Updated: 3/4/2022

SAWYER COUNTY HAYWARD WI

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

Site Address * Indicates Private Road

N/A

Property Assessment Updated: 2/6/2007

2024 Assessment Detail			
Code	Acres	Land	Imp.
X3-EXEMPT COUNTY	40.000	0	0
2-Year Comparison			
	2023	2024	Change
Land:	0	0	0.0%
Improved:	0	0	0.0%
Total:	0	0	0.0%

Property History

N/A

Real Estate Sawyer County Property Listing
Today's Date: 9/3/2024

Property Status: **Current**
Created On: 2/6/2007 7:55:52 AM

 Description Updated: 3/4/2022

Tax ID: 30840
PIN: 57-028-2-42-07-17-3 02-000-000010
Legacy PIN: 028742173201
Map ID: .10.1
Municipality: (028) TOWN OF SPIDER LAKE
STR: S17 T42N R07W
Description: NWSW
Recorded Acres: 40.000
Lottery Claims: 0
First Dollar: No
Zoning: (F-1) Forestry One
ESN:

 Tax Districts Updated: 2/6/2007

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

 Recorded Documents Updated: 10/5/2018

JUDGMENT-FINAL
Date Recorded: 8/17/2000 [285933](#)

 Ownership Updated: 3/4/2022

SAWYER COUNTY HAYWARD WI

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

 **Site Address** * indicates Private Road
N/A

 Property Assessment Updated: 2/6/2007

2024 Assessment Detail			
Code	Acres	Land	Imp.
X3-EXEMPT COUNTY	40.000	0	0
2-Year Comparison			
	2023	2024	Change
Land:	0	0	0.0%
Improved:	0	0	0.0%
Total:	0	0	0.0%

 **Property History**
N/A

AREA NORTH REALTY

P.O. Box 747 • County Road 'B' East • Hayward, WI 54843
Office: 800-344-2300 • 715-634-3522 • Fax: 715-634-5949

J. Spencer Wiley Chuck Quandt Jim Gajewski
Ty Wiley Cathy LaReau Brooke Damaske

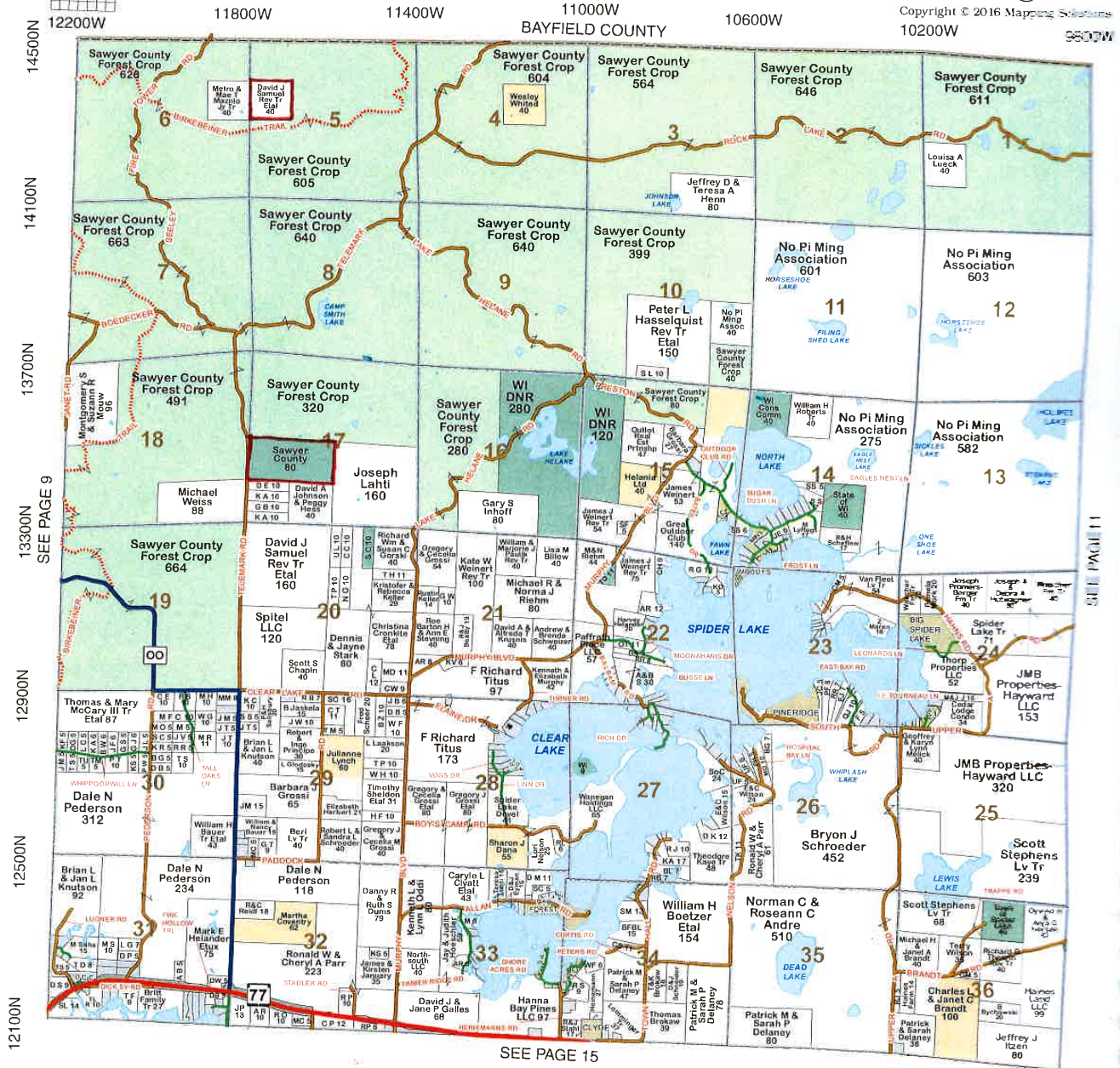
Email: anr@cheqnet.net • Website: www.arenorthrealty.com



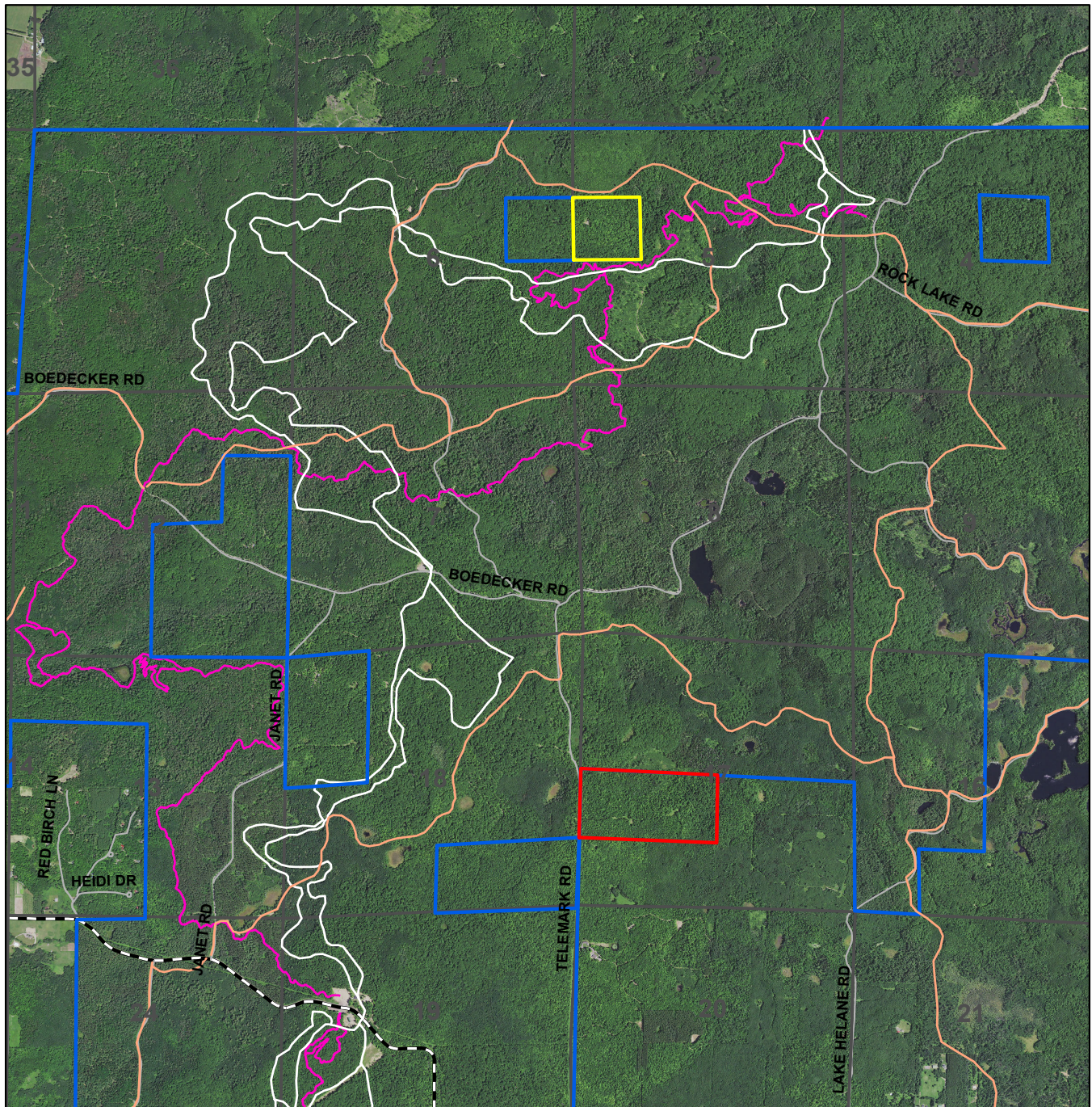
Spider Lake

Township 42N - Range 7W

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10200W 9800W



Samuel Land Trade Proposal



Legend

- yellow rectangle samuel parcel
- red rectangle county_parcel
- blue rectangle birkie trail
- pink line Singletrack bike trail
- orange line snow/ATV trails
- white line town road
- grey line section line
- blue line county forest boundary



1 inch = 2,640 feet

Sawyer County Forestry Department



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



9/3/2024

Temporary modification to SCF Timber Sale Extension Policy for contracts expiring in May and December of 2024

Due to the unusually warm winter of 2023-24 and the exceptionally early road bans being placed across the state significantly affecting timber sale contractors' abilities to harvest timber sales requiring frozen ground conditions, SCF is proposing to temporarily modify the timber sale extension policy.

For timber sales that expired in May 2024 or will be expiring in December of 2024, at the request of the contract holder (email, phone call, letter etc.) a one-year contract extension without a stumpage price increase shall be offered if the following conditions are met:

1. Sale requires frozen ground conditions for all/any part of the sale including road access.
2. No additional extension modifications have been already applied (covid extension)

Contracts will still not be allowed to exceed four years in length.

Existing Timber Sale Contract lengths and extension policy as listed in contract:

Base contract length is two years.

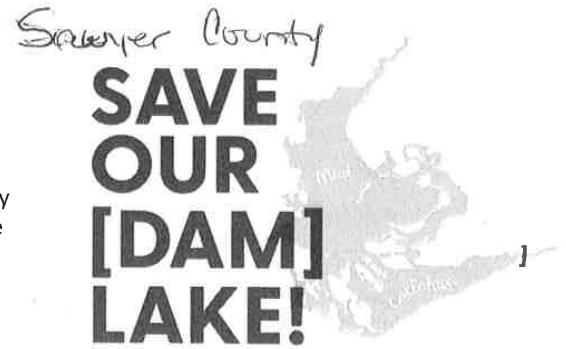
Third year contract extension with 10% increase in stumpage prices

Fourth year contract extension with 15% increase in stumpage prices

The timber sale contract period shall not exceed four years.

Friend of Callahan and Mud Lake,

This is an invitation to support the ongoing health and sustainability of your lake in the form of a petition. The petition is a way for you to directly express your interest regarding the formation of a lake district to manage the current and future needs of the lake and of our community. A Lake District is a specialized unit of government that exists to protect public inland lakes and there are over 250 of them in the state of Wisconsin.



The Need

The rationale for forming a lake district to replace our existing lake association is fairly simple. While the Callahan and Mud Lake Protective Association (CMLPA) has successfully addressed the proliferation of invasive species, as well as educating and training interested resident volunteers since 2007, a new challenge has recently arisen that necessitates more resources in and standing in order to ensure the ongoing sustainability and existence of our lakes.

Following a routine and required dam inspection by the DNR in 2022, multiple issues were identified including its "poor" overall condition, non-compliant and inadequate construction, the lack of maintenance, and other minor safety concerns. The DNR explained that if action were not taken to establish the dam's ownership and to begin the dam's restoration or replacement, the DNR could first deem the dam as "abandoned" and then ultimately remove it for the sake of the environment and the safety of downstream landowners. Simply put, the loss of our dam, either due to DNR removal or catastrophic failure, would result in the loss of our lake and substantial personal property value.

The Effort

Faced with this assessment and the associated consequences, the CMLPA authorized the formation of a Dam Committee to explore how to best address the issues identified by the DNR. Over the past many months, volunteers from our community have acted upon the remediation steps outlined by the DNR in their 2022 dam investigation report (installation of signage, maintenance of the area around the dam, etc.), conducted in-person and web-based informational meetings for stakeholders, mailed informational materials to local residents and business owners, established a website with extensive and timely information, and engaged an engineering firm with extensive experience in dam construction to conduct a topographical survey of the dam.

Concurrent with the above activities, the dam committee has been interacting with state agencies (DNR, UW Extension Office), local government (Sawyer County, Round Lake Township) and independent organizations/businesses (engineering, lake management, financial services), as well as other existing lake districts in order to identify a long-term solution and a path forward.

The Solution

Fortunately, a viable path has been identified and although it is a lengthy process, it is one that is well-defined by the state, recommended by the DNR, and that can result in the successful replacement of our dam in addition to its ongoing management and maintenance. ***The first step in this process is to form a Lake District by signing and returning the enclosed petition.***

Having a Lake District is essential because, unlike a lake association, a District can own property (including the dam), tax District property, secure state grants and long-term, low-interest loans and hold insurance. Each of these supports what the DNR prescribed in its report and are the necessary pieces of ensuring the lake's existence and health. Additionally, the Lake District can assume the responsibilities of the existing lake association including any needed efforts to address invasive species. The actions and activities of the District are governed by a Board of Commissioners from the county, the town, and Lake District property owners. Annual public meetings of the board are required by the state in order to present budgets and plans that are voted on by you as a future District member.

During discussions with representatives of Sawyer County, they have clearly expressed that they have no interest in owning our dam or any dam within the county. Short of an individual or group of individuals being willing to fund the purchase and restoration of the dam, there is no other identified alternative to preserve our lake's existence.

Your Participation Is Vital!

As a recipient of this letter, ***you are an eligible signer*** of the enclosed petition to form a Lake District. Being an eligible signer is an official designation that is defined and recognized by Wisconsin Statute § 33.11. The eligible signers have been determined by referencing the most recent Sawyer County tax rolls (October 2023).

As an eligible signer, ***your timely response is essential*** to us reaching the 51% of signatures of property owners that are needed to form a Lake District.

Please reply to this invitation by signing and returning the petition by Aug 15, 2024

Thank you in advance for taking the time to read this letter and for accepting the invitation to support the future of your lake by thoughtfully responding to this petition.

For more information about...

- The CMLPA and Our Dam: - <https://callahanandmudlake.org/save-our-dam-lake/>
- Lake Districts: an easy-to-understand guide https://www3.uwsp.edu/cnr-ap/UWEXLakes/Documents/organizations/Lake%20Districts/Guide_Chapter4.pdf

If you would like to speak to someone regarding this letter and petition, please contact one of the following:

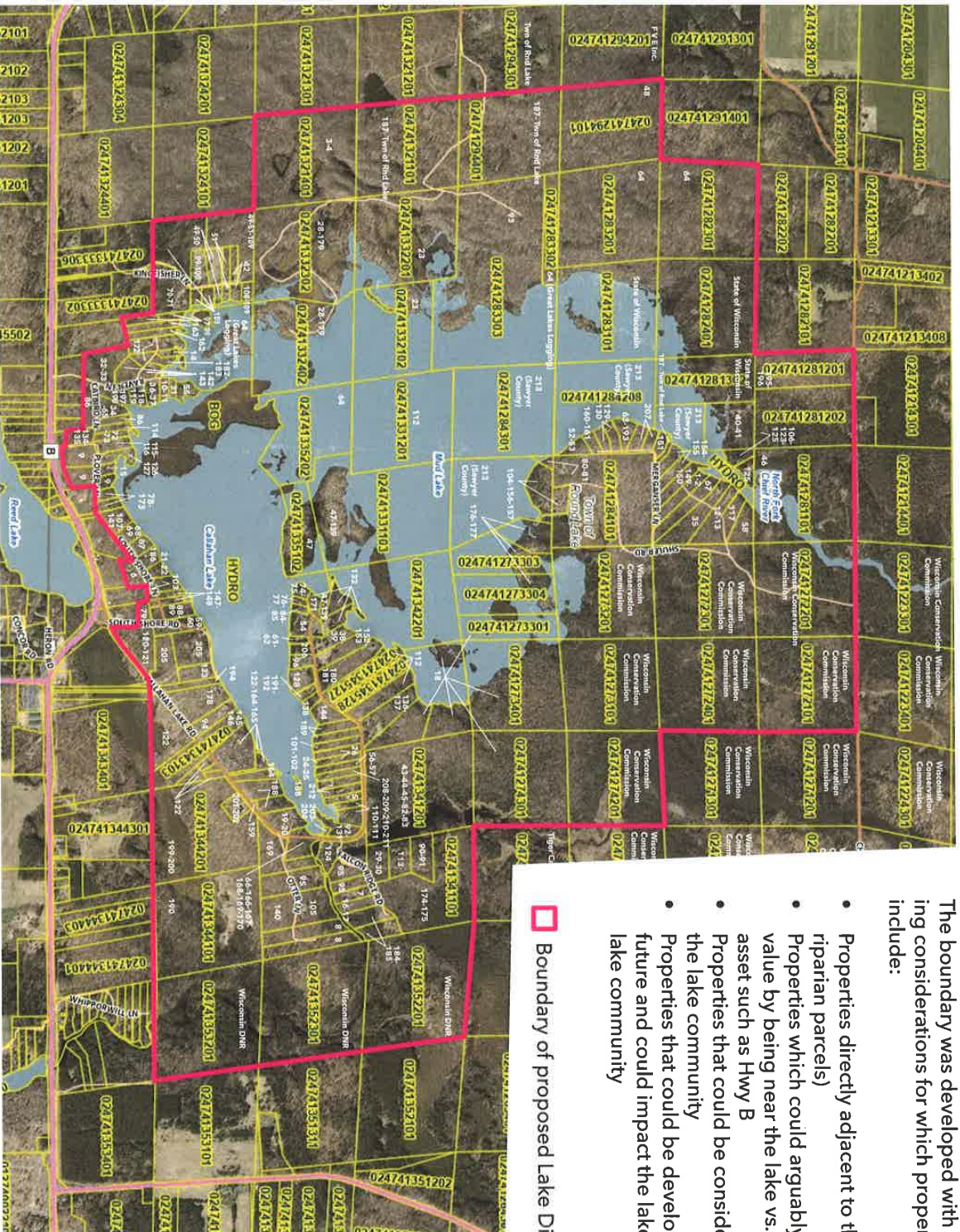
Lynne Amundson, Chair of committee, CMLPA: lmamundson@comcast.net

Denise Kohl, Secretary CMLPA: richard.denise.kohl@gmail.com

Denny Toll, President CMLPA: bbdwt@yahoo.com

Or visit the website above for the full list of committee members.

Exhibit 1: Proposed Callahan and Mud Lake District Map



- The boundary was developed with the following considerations for which properties to include:
- Properties directly adjacent to the lake (aka riparian parcels)
 - Properties which could arguably derive value by being near the lake vs. some other asset such as Hwy B
 - Properties that could be considered part of the lake community
 - Properties that could be developed in the future and could impact the lake quality and lake community
- ☐ Boundary of proposed Lake District

**PETITION TO THE SAWYER COUNTY BOARD OF SUPERVISORS
TO ESTABLISH "CALLAHAN and MUD LAKE DISTRICT"**

Page 1 of 2

To the County of Sawyer,

We, the undersigned landowners (the "Petitioners") hereby petition the Board of Supervisors of the County of Sawyer to establish a public inland lake protection and rehabilitation district, pursuant to the authority vested in Chapter 33, Wisconsin Statutes, and state as follows that:

1. The petitioners are owners of the land to be included within the proposed district;
2. The district, if established, shall be known as the **Callahan and Mud Lake District** ("The District");
3. The District is necessary to manage issues that challenge the health and preservation of Callahan and Mud Lake (the "Lakes") and to identify problems and to take necessary remedial action to deal with the problems that affect the sustainability of the watershed including activities which include protection of the fishery, maintenance of appropriate lake levels and preservation of the existing lake size and ecosystem, control of aquatic weeds and invasive species, reduction of sedimentation and promotion of the continued harmonious use and protection of the watershed;
4. Establishment of The District will promote the public health, comfort, convenience, necessity and public welfare by keeping the Lakes and their ecosystems healthy and balanced to sustain their standing as a premier destination by all who use the waters and financially contribute to the community;
5. The lands to be included within The District will be benefited by the establishment of The District, as consistent financial support will enhance the preservation and protection of the Lakes. This will enable stable and increasing property values around the Lakes and continued financial support of the businesses and community and promote the public interest in, and enjoyment of, the watershed and the protection of the ecosystem;
6. The boundaries of the proposed district are as follows:

(legal written description of boundary to be included in the packet to the County)

The boundaries of the land described above are shown on plat shown in Exhibit 1, attached hereto, indicating the approximate area and boundaries of the proposed district.

**PETITION TO THE SAWYER COUNTY BOARD OF SUPERVISORS
TO ESTABLISH "CALLAHAN and MUD LAKE DISTRICT"**

Page 2 of 2

The persons signing this Petition request the Board of Supervisors of Sawyer County, in the State of Wisconsin to establish Callahan and Mud Lake District state that *they own land, or are authorized to sign on behalf of entities owning land,* within the boundaries of the proposed district.

Rules for who can sign:

- **Joint owners:** All owners should sign the petition; each signature counts towards the total
- **Ownership by a Corporation or Trust:** only the authorized person may sign
{i.e., Jane Smith, Trustee}
- **Owners of multiple parcels of real estate:** People may only sign the petition once

Signature of Signer: _____

Date: _____

Unique Signer Code: 213

First Name: _____

Last Name: Sawyer County

Legal Mailing Address: 10610 Main St. Suite 10

Hayward, WI 54843

Parcel ID Number(s): 024741281304; 024741284208; 024741284301; 024741284404

----- BELOW TO BE FILLED in BY THE PARTIES CIRCULATING THE PETITION -----

STATE OF WISCONSIN, COUNTY OF SAWYER. Affidavit of Petition Circulator

_____, being duly sworn, deposes and says that he or she is an owner of land within the boundaries of the proposed district; that to the best of his or her knowledge, all persons who have signed the foregoing petition are landowners within the boundaries of the proposed district and that the accompanying map and description indicates the territory to be included in the proposed district and that the petition has been signed by persons constituting 51 percent or more of the landowners within the proposed district.

Signature of Petition Circulator _____

Address: _____ City: _____

Subscribed and sworn to before me this _____ day of _____, 2024.

Signature of Notary My commission expires: _____



Zoning & Conservation Department Update Aug 2024 – Sept 2024

Prepared by Jay Kozlowski, Zoning & Conservation Administrator

- Conservation staff have been busy with site visits, cost sharing project design work, dam monitoring, and gravel pit bond extension and pit transfers.
- AIS work has been very steady. This includes an educational hand pulling Eurasian watermilfoil operation on Upper Twin as part of the TigerCat Flowage, helping 2 different lake associations apply for Surface Water grants, reviving the Sawyer County Lake Forum with first meeting scheduled for mid-September, and completing 3 other AIS surveys on Windfall Lake, Black Lake, and Barber Lake.
- Future items:
 - 1) Next month we will most likely be seeing a proposal for the formation of a “Lake District”. This lake district formation allows the entity to then submit for specific grants and even to the extent “special assessments” in conjunction with a dam replacement project in which the County is not owner
 - 2) We will also be looking at approvals for the wildlife damage claims in October.

Agreement for Professional Services

This Agreement is effective as of August 26, 2024, between Sawyer County, WI (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Former Ackley Oil Bulk Plant Investigation**

Client's Authorized Representative: Andy Albarado
Address: 10610 Main Street, Suite 23, Hayward, Wisconsin 54843, United States
Telephone: 715-638-3245 **email:** andy.albarado@sawyercountygov.org

Project Manager: Brian Kent
Address: 329 Jay Street, Suite 301, La Crosse, Wisconsin 54601
Telephone: 608-498-4844 **email:** bkent@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Client has requested technical assistance from Consultant to address requests from the Wisconsin Department of Natural Resources (WDNR) regarding status and ongoing actions at the Former Ackley Oil Bulk Plant (WDNR BRRTS No. 02-58-000138) located in Winter, Wisconsin. Consultant completed a site assessment and investigation at the subject property during 2007, as documented in a report titled "Phase I/II Environmental Site Assessment" (SEH, January 2008). Results of the investigation indicated localized areas of soil contamination above soil standards published at that time. Groundwater was not impacted based on one round of groundwater samples collected from the three site monitoring wells. It is Consultant's understanding that no additional investigation or testing has been completed at the site since 2007.

Comparison of the historical soil analytical data to the current residual soil standard limits would suggest that the remaining residual contamination measured in 2007 are below the current direct contact standards for Industrial Properties. Several of the soil contaminant detections for select constituents are above the groundwater pathway soil standards; however, based on historic groundwater sampling data, the groundwater has not been impacted. Consultant has contacted the WDNR project manager to discuss the findings relative to the current soil standards and historic data. The WDNR project manager concurred that a reasonable approach to progress the site towards closure would be to conduct an additional groundwater sampling event to confirm impacts to the groundwater have not occurred above groundwater quality standards. It is Consultant's understanding that the site monitoring wells have not been sampled since 2007. Client has confirmed the wells still exist, but the current status of their condition and function are unknown.

Consultant proposes to inspect the monitoring wells to assess their condition and function. If they are not broken, obstructed or apparently compromised, Consultant proposes to measure the depth to water, and re-develop each well to clear the filter packs to obtain representative samples from the underlying aquifer. Upon completion of development activities, Consultant will collect samples from each well for petroleum volatile organic compounds (PVOs) and polycyclic aromatic hydrocarbons (PAHs). One duplicate sample will be collected from one monitoring well for quality assurance/quality control purposes. Collected samples will be shipped on ice to a Wisconsin Certified laboratory (Eurofins) for analysis. If any or all wells cannot be developed and/or sampled, Client will be promptly notified to discuss alternative options. Well development forms will be prepared for any well that is able to be redeveloped, and will be provided to the Client. It is assumed that all field activities can be completed within one (1) working day.

Upon receipt of the analytical data, Consultant will prepare a memorandum summarizing the results, including a tabulated comparison of any contaminant detections to their respective State of Wisconsin groundwater quality standards. The memorandum will also summarize recommended options for next steps, which will be based on the findings of the sampling.

Please note that this Agreement does not include any additional confirmation sampling that may necessary due to the results of laboratory analytical data collected during the above reference monitoring event, or any subsequent effort to determine remedial options or site closure. Should this be requested by the WDNR or Client, Consultant will prepare an amendment to this agreement, or separate agreement to propose additional scope of work and fee.

Schedule: Work related to this Agreement for Professional Services will be completed within 60 days of written authorization to proceed and execution of this Agreement.

Payment: The lump sum fee is **\$4,950**, including expenses and equipment. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None

Short Elliott Hendrickson Inc.

Sawyer County, WI

By: _____
Full Name: Client Service Manager
Title: _____

By: _____
Full Name: _____
Title: _____

Exhibit A-2
to Agreement for Professional Services
Between Sawyer County, WI (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated August 26, 2024

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.

4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.