



Sawyer County

Agenda

Public Works Committee Meeting
Wednesday, September 11, 2024 @ 6:30 PM
Sawyer County Board Room
Revised: Monday, September 9, 2024 11:18 AM

Page

1. CALL TO ORDER

- a. To view or participate in the **virtual meeting** from a computer, iPad, or Android device please go to <https://zoom.us/j/97982898675>. You can also use the dial in at 1-312-626-6799 with the Webinar ID: 979 8289 8675. 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. 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.

7. CONSIDER APPROVAL OF MINUTES FROM PREVIOUS MEETING

[8.7.24 Public Works Minutes DRAFT](#)

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a.

8. MAINTENANCE DEPARTMENT REPORT

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- a. Project report
[Maintenance Report September 2024](#)

9. HIGHWAY COMMISSIONER'S REPORT

7 - 9

- a. Commissioner's Report
[1\) Commissioner Report 8-28-24Pinnow](#)
[2\) Survey Flyer - Sawyer](#)

10. OUTSIDE COMMITTEE UPDATES

11. SAWYER COUNTY AIRPORT REPORT

10 - 21

- a. Fandler Hangar Renewal (discussion and possible action)
[Fandler Hangar Renewal](#)

22

- b. Hayward Aviation, LLC (contracted Airport management) report
[September 2024 Airport Report](#)
- c. Airport Management Contract with Hayward Aviation (discussion and possible action)

12. CLOSED SESSION (DISCUSSION AND POSSIBLE ACTION)

CLOSED SESSION (DISCUSSION AND POSSIBLE ACTION)

- a. Pursuant to Wisconsin Statutes 19.85(1)(e) to enter closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Airport Management Contract

Open Session - Possible Action as a Result of Closed Session

13. FUTURE AGENDA ITEMS

14. CORRESPONDENCE, REPORTS FROM CONFERENCES AND MEETINGS

15. 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.

**Minutes of the August 7, 2024 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
- ☒ Vice Chair: Marc Helwig
- ☒ Randy Neumann
- ☒ Chuck Van Etten
- ☐ Brian Bisonette

Others Present:

Andy Albarado
John Pinnow
Lynn Fitch

Others Present:

Public speakers listed
below

Call to Order – Chair 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 –

Minutes from the previous meeting dated: July 10, 2024

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

Maintenance Department Report -

A written report was provided by Mr. Hagberg identifying courthouse projects. Barefoot Painters has been onsite cleaning and prepping the outside of the courthouse and are anticipating having the building painted the first week of August.

Sawyer County Airport Report -

A written report was provided. Mr. Albarado advised that the airport remains busy and we are on target for a spring 2025 shutdown for construction, though we do not have the bids for the runway project yet. He will follow up on the next public meeting for the Master Plan discussion. The equipment used for snow removal and who completes the removal will be reviewed over the next year. There are no updates regarding airport contract renewal at this time.

Highway Commissioner's Report -

A written report of highway projects and activity was provided and reviewed by Mr. Pinnow. A resolution endorsing the Safe Streets for All Initiative to receive funding was presented by Mr. Albarado and Mr. Pinnow. The goal of this resolution is that Sawyer County Highway Department will continue to work collaboratively to identify, prioritize, and fund projects toward eliminating traffic fatalities and serious injuries. A motion was made by Mr. Helwig and forward to the County Board; second by Mr. Van Etten. Motion carried without negative vote. Mr. Pinnow reported on a meeting he had with the tribal governing board on more partnering opportunities in both activity and funding.

Outside Committee Updates -

Mr. Neumann advised that the NoRTAC meeting wants to see some tightening up of the funding disbursements, and they plan to lobby for some additional funds to be released by state legislators. Mr. Albarado and Mr. Pinnow also attended a quarterly towns meeting and made a presentation on projects throughout the County.

Future Agenda Items – Airport Contract and Master Plan

Correspondence, reports from conferences and meetings –

Adjournment: 6:55 pm

Next Meeting: September 11, 2024

Time: 6:30 pm

Location: Board Room

Minutes recorded by Lynn Fitch, County Clerk

DRAFT

Maintenance Report September 2024

Along with routine building and equipment maintenance, the following maintenance projects are in process or were completed in August:

I. Courthouse:

- The installation of new cameras and additional door access card readers has been completed.
- In addition to routine building and grounds maintenance, staff responded to and completed forty-nine service requests, sixty-three reactive work orders and twelve preventative work orders in the past thirty days.
- The remodeling of the District Attorney office area has been completed.
- Barefoot Painters finished painting the exterior of the courthouse.

II. Sheriff's Department:

- Maintenance assisted Andry Rasmussen's and Sons, Inc. with removing all remaining cast-iron piping in the basement of the jail and replacing it with PVC.

III. Ambulance:

- We have started building an additional sleeping room in the Hayward ambulance station.



Sawyer County Highway Department

14688 W County Road B, Hayward, WI 54843
Office Phone 715-634-2691
Shop Phone 715-634-2692
Fax Number 715-634-4824



August 28, 2024

Highway Commissioner's Report

- Crews have completed crack sealing on STH 63 from Washburn County line to Florida Ave.
- Crews completed crack sealing for the Town of Round Lake on Moose Lake Road. Also completed was 7 culvert patches for the Town of Couderay on multiple roads.
- STH 48 scrub seal and painting from Copley road to STH 40 has also been completed.
- STH 40 culvert replacement was completed by Mansky road. Culvert still needs to be capped.
- Crews have completed multiple bridge crack filling and concrete sealing throughout the county.
- Mowing operations still continue throughout the county. County mowing is approx. 3/4 completed.
- Crews continue to fix shoulders and brush throughout the county. This will be ongoing throughout the fall.
- Recent storm update. We had over 60 down trees with multiple areas of shoulder washouts.
- Paving will start Sept 16th on CTH C and D followed up with shouldering and painting.
- County C bridge update. Bridge is still on track to be finished by Nov 6th. The entire deck was removed on Aug 29th.
- Road painting plan has been finalized. Our plan is to paint 34.9 miles this includes CTH B, NN, N, and E along with our new construction projects.

- Airport brushing has also started. Crews will continue to brush throughout the fall.
- Dustin will be here Sept 11th from Keeping Safety Simple for slips, trips, falls, and ladder safety training.

John Pinnow

Help Us Improve Road Safety in Sawyer County!

We need your valuable feedback to identify key areas for improvement. Your insights will guide future road safety initiatives and help us prioritize the most critical areas.

Please take a few minutes to fill out our online survey!

SIMPLE
ANONYMOUS
IMPACTFUL

Survey Link

or check the Sawyer County
Highway Department's website



**RESOLUTION APPROVING SAWYER COUNTY AIRPORT HANGAR AREA LEASE
AMENDMENT**

WHEREAS, the County owns real property known as the Sawyer County Airport (the “Airport Property”), which includes aircraft hangars that are ground-leased to the owners of the hangar personal property;

WHEREAS, the Lease shall expire on October 1, 2024, and Daniel Fandler wishes to exercise the term extension as set forth in Paragraph 3 of the Lease;

WHEREAS, the County Public Works Committee considered this Resolution and the Amendment at its meeting on September 11, 2024, and voted to recommend to the Sawyer County Board of Supervisors (the “County Board”) to approve the Amendment; and

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

2. **Determination.** The County Board hereby approves the terms and conditions of the Amendment set forth in Exhibit A, and determines that it is in the best interest of the health, welfare and safety of the County's residents, taxpayers, visitors and property within the County to approve and enter into the Amendment.

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

38 The subject matter of this Resolution was discussed by the Sawyer County Public Works
39 Committee on September 11, 2024, and was recommended for approval by the County Board at
40 its meeting on September 19, 2024.

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44 Ron Kinsley, Chair

Marc Helwig, Vice Chair

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49 Brian Bisonette, Member

Chuck Van Etten, Member

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54 Randy Neuman, Member

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The subject matter of this Resolution was heard by and each Amendment set forth in Exhibit A was approved by the Sawyer County Board of Supervisors this 19th day of September, 2024.

Ron Kinsley,
Sawyer County Board of Supervisors Chair

Lynn Fitch,
Sawyer County Clerk

EXHIBIT A:
AMENDMENT TO SAWYER COUNTY AIRPORT HANGAR AREA LEASE – FANDLER

Sawyer County Clerk

Lynn Fitch
10610 Main St, Suite 10, Hayward, WI 54843
Phone: 715 634-4866
lynn.fitch@sawyercountygov.org



September 23, 2024

Daniel Fandler
14155 W. Co. Rd. E.
PO Box 1172
Hayward, WI 54843

Dear Mr. Fandler:

Your new annual hangar lease rental rate is \$468.73 for the next five years (based on 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.). The current rent payment is for the period October 1, 2024 through September 30, 2025.

In addition, please find the resolution approving the 10-year lease extension requiring your execution and return; two copies are included so that you may retain one and return one. In addition, I have enclosed a copy of the resolution approving the amendment so that you may retain one completed set of documents for your files.

Per the Original Hangar Area Lease, the following conditions are in place:

- Original hangar lease date: October 1, 2004
- Initial 20-year renewal option date: October 1, 2024
- 10-year renewal expiration date: October 1, 2034
- Next 5-year rent evaluation date: October 1, 2029

Please return the completed documents and two checks made payable to the Sawyer County Treasurer in the amounts of \$468.73 for rent due and \$30 for recording fees. You may submit all to the Sawyer County Clerk's Office in the enclosed envelope.

Your hangar lease contract also requires you provide a copy of your certificate of liability insurance. Please include your copy with your payment.

Sincerely,

Lynn Fitch
Sawyer County Clerk

Bureau of Labor Statistics

**CPI for All Urban Consumers (CPI-U)
12-Month Percent Change**

Series Id: CUUR0200SA0
Not Seasonally Adjusted
Series Title: All items in Midwest urban, all urban consumers, not
Area: Midwest
Item: All items
Base Period: 1982-84=100
Years: 2019 to 2023

Year	Annual
2019	0.8
2020	2.5
2021	1.2
2022	7.9
2023	6.0
	<u>18.4</u>

Old Rate \$ 395.89
Increase \$ 72.84
New Rent for 5 Yrs \$ 468.73

Daniel Fandler (+ 10-yr renewal resolution)

AMENDMENT TO SAWYER COUNTY AIRPORT HANGAR AREA LEASE

THIS AMENDMENT TO SAWYER COUNTY AIRPORT HANGAR AREA LEASE (this "Amendment") is dated as of October 1st, 2024, by and between Sawyer County ("Lessor"), and Daniel Fandler ("Lessee"). Lessor and Lessee may be singularly referred to herein as a "Party" or collectively as the "Parties".

RECITALS:

WHEREAS, pursuant to Wis. Stat. § 59.52(6), the County has statutory authority to own and lease real property for public purposes, including but not limited to, property for airport purposes;

WHEREAS, the County owns property located at the Sawyer County Airport ("Airport"), which includes a parcel of real property upon which Lessee's personal property/aircraft hangar sits, as more fully depicted and described in Exhibit A, which is attached hereto and incorporated herein (the "Leased Premises");

WHEREAS, Lessor and Charles S. Grainger entered into that certain Sawyer County Airport Hangar Area Lease dated October 8, 2004 (the "Lease") for the Leased Premises;

WHEREAS, Charles S. Grainger thereafter assigned the Lease to Daniel Fandler on June 11, 2018;

WHEREAS, the Lease provided for an initial 20-year term with the option to renew the Lease for an additional 10-year term;

WHEREAS, the 20-year Lease term expires on October 1, 2024 ("Initial Expiration Date");

WHEREAS, Lessee wishes to continue occupying the Leased Premises after the Initial Expiration Date and wishes to formally exercise the 10-year renewal term;

WHEREAS, Lessor and Lessee mutually desire to amend the Lease to reflect the extension of the Lease term from ten (10) years past the Initial Expiration Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties acknowledge and agree that the Recitals set forth above are true and accurate, and are hereby incorporated into this Amendment.
2. Extension of Term. Pursuant to Paragraph 3 of the Lease, Lessee hereby exercises the right to renew the Lease for one (1) additional successive ten (10) year period under the same terms and conditions set forth in the Lease. Unless earlier

terminated in accordance with the terms of the Lease, the Lease shall terminate on October 1, 2034. Lessee shall surrender all portions of the Leased Premises upon termination of this Lease unless Lessor and Lessee execute a new lease agreement, the terms of which shall be mutually agreed to by the Parties and are not bound by the terms of the Lease or this Amendment.

3. Rent. The Parties acknowledge that the current annual rent amount is \$468.73. The rent shall be adjusted pursuant to Paragraph 4 of the Lease.

4. No Other Changes to Lease Terms. Unless expressly amended in this Amendment, all other terms and conditions contained in the Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. The Lease and this Amendment shall be considered one complete agreement. To the extent of any conflict between the provisions of this Amendment and the Lease, the provisions of this Amendment shall control. This Amendment shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

5. Authority to Enter Into Amendment. Lessee represents and warrants to Lessor that it has full legal right, title and authority to enter into this Amendment. Lessee shall indemnify and hold Lessor harmless for any costs, damages, fees or other amounts incurred by Lessor as a result of Lessee's predecessor in interest to the Lease failing to properly assign or otherwise properly transfer any interest in the Lease as intended. This Paragraph 5 does not amend or modify Lessee's obligations to indemnify and hold Lessor harmless, as set forth in Paragraph 7 of the Lease.

6. No Waiver. Nothing in this Amendment is, or shall be construed to be, a waiver by either Party of any default under the Lease by the other Party.

7. Counterparts. This Amendment may be executed in one (1) or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

8. Recording. This Amendment shall be recorded in the Sawyer County Register of Deeds office and Lessee shall pay all costs of recording.

(Signatures Appear on the Following Pages)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be duly executed as of the day and year first above written.

LESSOR:

SAWYER COUNTY

By: Andy Albarado
Its: County Administrator

LESSEE:

Daniel Fandler

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 _____, 2024.

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 Daniel Fandler. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2024.

NOTARY PUBLIC
My commission expires: _____

Legal Description

Airport Hangar building, as located on Lot One of CSM, SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 13, T. 41N, R 9W in the Town of Hayward, recorded in Volume 26 of Certified Survey Maps (CSM), page 11, and Survey No. 6822, in the office of the Register of Deeds for Sawyer County, Wisconsin.

**AIRPORT HANGAR LEASE AGRMNT
FANDLER, DANIEL**

Document Number

Document Title

Property Description:

Airport Hangar building, as located on Lot One of CSM, SW ¼ of the SW ¼ of Section 13, T. 41N, R 9W in the Town of Hayward, recorded in Volume 26 of Certified Survey Maps (CSM), page 11, and Survey No. 6822, in the office of the Register of Deeds for Sawyer County, Wisconsin.

Drafted by Andy Albarado

Recording Area

Name and Return Address

Lynn Fitch
County Clerk
10610 Main, Ste. 10
Hayward, WI 54843

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

Sawyer County Airport Management Report

September 2024

(Provided by Airport Manager Derek Leslie)

- August continued the trend of a busy summer season. Hopefully it keeps up through September.

- The 2025 runway project plans are starting to come into focus. Spring road ban restrictions and rain days are the two biggest hurdles the project faces. A 10-day notice to proceed will be given to the contractors once road bans are lifted and the project has a 30-working day schedule. Road bans have come off as early as 4/4 (2024) and as late as 5/14 (2018). Assuming the worst, the airport would be shut down all of June and most of July. This last June is seemed to rain nearly every day, so fingers crossed.

-The Master Plan date meeting dates should be decided this next week or so. We are looking at October right now.

-Grass mowing is continuing into September. The whole airport (75+ acers of grass) are about due for another cut and the airport mower is down for some repairs under warrantee. Mr. Pinnow and the highway crew have been doing a marvelous job brushing for us out at the airport. We really have turned the corner on getting ahead of brushing.

- We added an AED into the terminal building and the county IT department is working on the internet with plans of installing new cameras. These will be tied in with the Sheriff's department.

-October 2nd-4th, the annual Wisconsin Airport Management Association Conference is occurring in Madison. I will be attending and speaking on some sessions as well. This conference is one of two opportunities that I consider to be continuing education on the year. Everything General Aviation moves fast and changes frequently. Last year statewide numbers were down for General Aviation whereas Sawyer County seen an increase in operations and overall activity. There is a highly anticipated economic impact study that is going to be presented at the conference for Wisconsin airports and we will update the committee next month with figures.

-A privet hangar at the airport came on the market and the number of individuals who have expressed interest in purchasing has been staggering. This hangar in particular is one of the smaller ones at the airport. Anticipate seeing a hangar sale request in October or November.