



Sawyer County

Agenda

Land, Water, & Forest Resources Committee Meeting
Wednesday, November 6, 2019 @ 8:30 AM
Assembly Room

Page

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| | 1. CALL TO ORDER |
| | 2. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW |
| 4 - 6 | a. 01 - current meeting notice |
| | 3. PLEDGE OF ALLEGIANCE |
| | 4. PUBLIC COMMENTS |
| | 5. MINUTES FROM PREVIOUS MEETING |
| 7 - 8 | a. 10-9-19 minutes |
| | 6. 2020 BUDGET DISCUSSION |
| | a. Budget Public Hearing November 7, 2019, 6:30pm |
| | 7. EVENTS - DISCUSSION AND POSSIBLE ACTION |
| | 8. CLIMATE CHANGE PRESENTATION- ELI GEIDEL, NORTHERN WATERS ENVIRONMENTAL SCHOOL |
| | 9. CLIMATE CHANGE-DISCUSSION AND POSSIBLE ACTION |
| 9 | a. Resolution Supporting Action on Climate Change (Item for Consideration/ possible action item)
Climate Change |
| 10 - 13 | b. Resolution Supporting H.R. 763 (Possible Action Item)
Resolution supporting H.R 763 |
| | 10. SAWYER COUNTY TREASURERS DEPARTMENT |

11. LAND RECORDS AND COUNTY SURVEYOR DEPARTMENT REPORT

- 14 a. [Land Records -Surveyor Report](#)

12. SAWYER COUNTY FORESTRY DEPARTMENT

- 15 - 18 a. Approval of 2019 Fall Timber Sale Bid Opening (Approval Needed)
[Fall 2019 Results sheet for Bid Opening](#)
- b. Event User Fees (Possible Action Item)
- 19 - 31 c. Birkie Ground Lease and Updated MOU (Action Item)
[Birkie Ground Lease](#)
[2019-11-4 MOU Amendment](#)
- d. Recreational Trails Report
- 32 - 34 e. County Forestry Report
[Oct 2019 forestry report](#)
- f. DNR Forestry Report

13. ZONING/ CONSERVATION DEPARTMENT

- 35 - 47 a. Waste Storage Ordinance (Discussion/Action Item) to send to town for approval.
[Draft Ordinance1](#)
- 48 b. County Report
[Permits issued for October 2019](#)
- c. USDA report
- d. LCO report

14. OTHER TOPICS FOR DISCUSSION

15. FUTURE TOPICS

16. CLOSED SESSION

Closed Session, pursuant to Wis. Stat. s. 19.85 (1) (e) for purposes of deliberating and negotiating the investment of public funds and other specified public business relating to a Sawyer County public works project and the need for closed session competitive and bargaining discussions and pursuant to Wis. Stat. s. 19.85 (1) (g) for purposes of conferring with legal counsel for Sawyer County who is rendering oral or

written advice concerning strategy to be adopted by the Sawyer County Board of Supervisors with respect to litigation in which it is or is likely to become involved.

17. RECONVENE IN OPEN SESSION

18. DISCUSSION AND POSSIBLE ACTION REGARDING THE TIGER CAT DAM CONSTRUCTION CONTRACT

19. ADJOURNMENT

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.

Land, Water, and Forest Resources Committee Mission Statement:

"Develop, guide and implement policies that protect and ensure the sustainability of our bio-diverse community."

Carol Williamson
Sawyer County Clerk
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Hayward, Wisconsin 54843
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telephone 715.634.4866
toll free 877.699.4110



November 5, 2019, 7:50 am

Note: The following committees, commissions, and boards may take action on any or all items listed on the agendas for the meetings included in this notice.

Sawyer County Record pkilian@sawyercountyrecord.net	WRLS Radio j.irvine@cheqnet.net	WOJB Radio frontdesk@wojb.org
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Sawyer County Gazette gazette@centurytel.net	WHSM Radio radio@whsm.com	members – Sawyer County Board of Supervisors
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The Sawyer County **Health and Human Services Board** will meet on Tuesday; November 5, 2019; at 6:30 p.m.; in the Assembly Room of the Sawyer County Courthouse. The agenda will include: Meeting agenda; Minutes of October 8, 2019 meeting; Audience Recognition; Committee Reports including LCO Liaison and Senior Resource Center, 85.21 Grant Resolution-Action item; Administration including Collection Policy-Discussion and Possible action, Space Reorganization, and privacy issues; Public Health update; Any Items for Discussion Only/Future Agenda Items; Fiscal including 2020 Budget, Budget Performance Report, and Purchased Service Recap.

The Sawyer County **Land, Water, and Forest Resources Committee** will meet on Wednesday; November 6, 2019; at 8:30 a.m.; in the Assembly Room of the Sawyer County Courthouse. The agenda will include: Meeting agenda; Public Comments; Minutes of October 9, 2019 meeting; 2020 Budget Discussion; Event-Discussion and possible action; Climate change presentation-Eli Geidel, Northern Waters Environmental School; Climate change-Discussion and possible action, Resolution Supporting Action on Climate Change (Item for Consideration/possible action item), Resolution Supporting H.R. 763 (Possible Action Item); Sawyer County Treasurers Department; Land Records and County Surveyor Department report; Forestry Department including Approval of 2019 Fall Timber Sale Bid Opening-Approval needed, Event User Fees-Possible Action Item, Recreational Trails Report, County Forestry Report, and DNR Forestry Report; Zoning and Conservation Department including Waste Storage Ordinance-Discussion/Action item- to send to town for approval, County Report, USDA report, and LCO report; Other topics for discussion only; Future Topics. **Closed Session**, pursuant to Wis. Stat. s. 19.85 (1) (e) for purposes of deliberating and negotiating the investment of public funds and other specified public business relating to a Sawyer County public works project and the need for closed session competitive and bargaining discussions and pursuant to Wis. Stat. s. 19.85 (1) (g) for purposes of conferring with legal counsel for Sawyer County who is rendering oral or written

advice concerning strategy to be adopted by the Sawyer County Board of Supervisors with respect to litigation in which it is or is likely to become involved. **Reconvene in Open Session**; Discussion and Possible Action Regarding the Tiger Cat Dam Construction Contract.

The **Public Works Committee** of the Sawyer County Board of Supervisors will meet on Wednesday; November 6, 2019; at **6:00 p.m.**; in the Assembly Room of the Sawyer County Courthouse. The agenda will include: Meeting agenda; Public Comments; **Public Hearing**; regarding Sawyer County Municipal Airport Minimum Standards and Procedures Ordinance; Minutes of October 9, 2019 meeting; 2020 Budget Discussion; Xcel Easement Agreement-Discussion and possible action; American Tower Corporation-Perpetual Lease , Discussion and Possible Action; Sawyer County Fair Association-Rental of Fairground Facilities; Highway Commissioner's report including Fund Balance and Overtime Report and Tower Road Memorandum of Understanding; Maintenance Department Report including Project report and Southern Ambulance Station; Sawyer County Airport report, including L & L Aviation (contracted Airport management) report, and Report of Entitlements: Received, spent, and remaining, Sawyer County Airport Fixed Base Operator Agreement- discussion and possible action, Sawyer County Airport Management Agreement-discussion and possible action, Sawyer County Municipal Airport Minimum Standards and Procedures Ordinance-discussion and possible action; Future Agenda Items; Other matters for discussion only. **Closed Session** pursuant to Section 19.85 (1) (e) and (g), Wisconsin Statutes, to discuss and review specific public business.

The **Finance Committee** will meet on Thursday; November 7, 2019; at 8:30 a.m.; in the Assembly Room of the Sawyer County Courthouse. The agenda will include: Meeting agenda; Public Comments; Minutes of October 10, 2019 meeting; Health and Human Services Collection Policy; 2020 Budget Discussion and possible action including Budget Public Hearing November 7, Review Resource Development Fund Balance Designations, and Resolution to adopt the 2020 levy; Senior Resource Center Payment Advance; Finance Committee Guidelines for 2020 Budget; Referendum (information and discussion); Other sources of Revenue (Set Tentative priorities); Finance Committee Calendar-Discussion and possible approval; Supplemental Information including the Treasurer's Financial report, the sales tax report, and Budget Watch List; Future Agenda Items; Other matters for discussion only.

The **Administration Committee** will meet on Thursday; November 7, 2019; at 10:00 a.m.; in the Assembly Room of the Sawyer County Courthouse. The agenda will include: Meeting agenda; Public Comments; Minutes of October 10, 2019 meeting; 2020 Budget Discussion; Veterans Service Department report; Information Technology Department report; Redistricting Resolution-Discussion and Possible Action; Human Resources Report and Personnel Policy Revisions; County Administrator's report; Future Agenda Items; Other matters for discussion only

The **Sawyer County Board of Supervisors** will meet on Thursday, November 7, 2019 at 6:30 pm in the Large Courtroom of the Sawyer County Courthouse. The agenda will include Meeting Agenda, 2020 Budget Status, **Public Hearing** on 2020 Budget, Budget Discussion and possible action.

The **Sawyer County Board of Supervisors** will meet on **Tuesday**; November 12, 2019; at 6:30 p.m., in the Large Courtroom of the Sawyer County Courthouse. The agenda for the meeting will be provided on the Thursday before the meeting.

The **Sawyer County Veteran Service Commission** will meet Wednesday, November 13, 2019, at 10:00 a.m., at the Sawyer County Veteran Service Office to discuss veteran's aid and any other related matters that may come before the commission.

Carol Williamson, Sawyer County Clerk

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.

Copies (by email) to Sawyer County Record, Sawyer County Gazette, WRLS, WHSM, WOJB, and the Hayward Library and Village of Winter for posting

**Minutes of the October 9th 2019 meeting of the Sawyer County
Land, Water and Forestry Resources
Committee Sawyer County Board of Supervisors
Assembly Room; Sawyer County Courthouse**



Committee Members Present:

Bruce Paulsen, Brian Bisonette, Elain Nyberg, Jim Bassett, Marc Helwig, Dale Beissel

County Personnel Present:

Jay Kozlowski, Greg Peterson, Jessica Kujala, Carol Williamson, Dianne Ince, Tom Hoff, Paula Chisser, Dan Pleoger, Mike Keefe, Tim Seidl

Also Present:

Terrell Boettcher, Jan Holmes, Dan Herscher, Bill Bussey, Bruce Keyzer, Kris Keyzer, Linda Zillmer, Don Mrotek, Seth Zesiger, Bob Willging, Ernest Martenson, Judy Niccum, Kris Treland-Newman, David Todus, Barbara Sealey, Frank Pratt, Ben Popp, John Dontsc A

Call to Order- Bruce Paulsen calls meeting to order 8:30 am.

Approval of September 11th Meeting Minutes- Motion by Bassett, 2nd by Helwig to approve September minutes. Motion carried

Events- none

Sawyer County Treasurers Department-

Application for preference to Previous owner- Town of Bass Lake 002-840-28-5208 Gouge Parcel- Sawyer County Treasurer Dianne Ince tells the Committee that the application and money have not been received yet, so no action it needed at this time.

Application for preference to previous owner- Town of Weirgor 030-737-01-2302 Chiarello Parcel- Ince tells the committee she has received all necessary paperwork and payment and recommends approval. Motion by Helwig, 2nd by Bassett to approve previous owner application to repurchase. Motion carried.

Request for refund of 25% Deposit- (\$2.850.00) for otc land sale approved by LWFR & County Board in August 2019. David L DeNasha Application for Town of Hayward 010-841-23-5323 Purchased Price of #11,400.00. Funds needed for family emergency- Ince explains the situation to the Committee, Motion by Bassett, 2nd by Helwig to approve refund and send to County Board for approval. Motion Carried.

Register of Deeds-

2020 Budget- Register of Deeds Paula Chisser gave a short review of her 2020 budget. Discussion only.

Land Records-

2020 Budget- County Surveyor Dan Pleoger gives a short review of his 2020 budget, Discussion only.

Sawyer County Forestry Department

Event Fee Update- Sawyer County Forestry Administrator Greg Peterson starts the conversation about the Event Fee Schedule that was passed at last month's County Board meeting. Ben Popp of the Birkie speaks, expressing that he was very disappointed with the out come of the County Board meeting. He explains that the user groups and the Forestry Department worked together to create what they thought would be a fair compromise but this option was never even looked at during County Board. He expresses that he would like to see the County Board reconsider what was passed. Several Committee members also speak up saying they believe that the fee schedule was passed to quickly, and they are hopeful there will be further discussion to reconsider what was passed. (Information only)

Timing of New Event Fee- Paulsen speaks about the timing of the new event fee, and how it would affect 2020 events that have already been published and are open for registration. Motion by Helwig, 2nd by Bassett to delay the new event fee until 2021 for events that have already been published and are open for registration. Motion Carried

"OO" Ground Lease- County Administrator Tom Hoff speaks about the MOU between the County and the Birkie regarding the building at "OO". He states that the current MOU is very limited and that the County is working on a new ground lease that will allow more activities to take place at the OO grounds and possible rezoning. He states that this is only in the beginning stages and there will be more information to come.

2020 Budget- nothing new to discuss.

Recreational Trails

Motorized- Don Mrotek of the Snowmobile and ATV Alliance gives a brief report on motorized trails. He reviews the UTV event that was held at LCO last month, and tells the Committee that preparations for Snowmobile season are starting to take place. He also mentions that storm damage has greatly impacted trails this year and there is a lot of extra work being done to fix trails.

Non-motorized- Ben Popp of the ABSF gives a brief report on bike and ski trails. He also notes that the Wisconsin Governor's Council of Tourism will be held at the "OO" conference center on the 24th of October.

County Forestry Report- Peterson gives a report on last month's activities. (*Information Only*)

Zoning/Conservation Department

Wildlife Damage-

Wildlife Damage Budget 2020- Seth Zesiger of the USDA speaks to the Committee, presenting them with the proposed budget for the 2020 Wildlife damage program. He explains that this is just pass through money now that APHIS has taken over the program. Motion by Nyberg, 2nd by Helwig to approve the 2020 budget. Motion Carried.

Sawyer County 90% Crop Harvest- Seth again addresses the Committee regarding the Wildlife Damage abatement and Claims Program. He presents the Committee with the 90% crop harvest news resale which will push the County's deadline for crop damage claims back to December 31st. He explains that due to the late spring and harsh weather this year that many farmers have yet to harvest many of their crops, and by pushing this date back they will allow farmers greater opportunity to harvest before submitting a damage request. Motion by Beissel 2nd by Bassett to approve December 31st as final date to submit a crop damage claim. Motion Carried.

2019 Crop Price Proposal- Zesiger addresses the 2019 Crop prices. He presents the Committee with crop price proposal along with supporting documents. Motion by Nyberg 2nd by Helwig to approve proposed crop prices. Motion Carried.

Waste Storage Ordinance (Draft Only)- Zoning Administrator Jay Kozlowski reviews a draft of the Waste Storage Ordinance with the Committee. He and Tim Seidl of the Conservation Department explains the Ordinance and seek the green light to continue the process. The Ordinance would come back to Committee in November as an action item to send out to the towns for review. Committee expresses they would like to move forward with creating ordinance and would like it to come back in November. No action taken (Information only)

2020 Land & Water Budget County Report- Nothing new to discuss

County Report- Kozlowski gives report on the department's activities from last month.

NRCS/ USDA report- NONE

LCO- Bisonette gives a short review of LCO activities.

Urging Congress to support HR 763- (Discussion only)

The Committee reviews the Carbon Dividend act that was presented last month. Committee members discuss their concerns and questions on the bill. Bill Bussey, Dan Herscher and Ernest Martinson all of the Citizens Climate lobby speak on behalf of the bill and urge for support. The Committee members seem to have mixed feelings regarding the bill, Helwig suggest the topic be brought back to the agenda next month as an action item. (Information Only)

Adjourned – Bruce Paulsen declares meeting adjourned

Resolution Supporting Action on Climate Change

Whereas, recent reports by the United Nations Intergovernmental Panel on Climate Change and the US government indicate that to avoid the worst potential impacts of climate change, urgent action is needed to reduce carbon emissions.

Whereas, Sawyer County has experienced extreme rain events in the recent past which could be contributed to climate change and

Whereas, climate change may have an adverse impact on the County forest revenue, county infrastructure and the winter tourism economy.

Now, Therefore Be It Resolved, that the Sawyer County Board of Supervisors urges that state legislature and the United States Congress take what action is necessary to mitigate the adverse impacts of climate change.

Be It Further Resolved, that the Sawyer County Clerk is directed to send copies of this resolution to Senator Ron Johnson, Senator Tammy Baldwin, Governor Tony Evers, State Senators Janet Bewley and Jerry Petrowski and State Representatives James Edming and Beth Meyers

Recommended for adoption by the Sawyer County Board of Supervisors at its November 12, 2019 meeting by the Sawyer County Land, Water and Forest Resources Committee on this 6th day of November.

Bruce Paulsen, Chair

Brian Bisonette, Vice Chair

Jim Bassett

Marc Helwig

Elaine Nyberg

This resolution is hereby adopted by the Sawyer County Board of Supervisors this _____

Tweed Shuman, Sawyer County Board of Supervisors Chair

A RESOLUTION SUPPORTING H.R. 763 THE ENERGY INNOVATION AND CARBON DIVIDEND ACT

WHEREAS, increases in global average temperatures, the number and intensity of extreme weather events, sea level rise, and the melting of glacial and Arctic ice, indicate that the global climate is changing; and

WHEREAS, Sawyer County has experienced two 500-year extreme rain events in the past three years, which have caused extensive damage to Sawyer County roads, bridges, culverts, and other infrastructure; and

WHEREAS, studies by the Wisconsin Initiative on Climate Change Impacts project that if climate change continues unchecked, Sawyer County will experience increasingly warmer temperatures, especially during the winter months, and increasing amounts of precipitation and extreme rain events; and

WHEREAS, such changes are likely to have substantial adverse impacts on Sawyer County's highways and roads and other critical infrastructure; and

WHEREAS, such changes may also have adverse effects on Sawyer County's forests and timber industry by decreasing suitable habitat for such commercially important species as paper birch and quaking aspen, increasing the risk of wildfires, and increasing stress from forest pests, diseases, and non-native species; and

WHEREAS, such changes may also have adverse impacts on Sawyer County agriculture by increasing erosion from extreme rain events, hampering access to fields at critical times, and causing alterations in late-winter freeze/thaw cycles; and

WHEREAS, such changes may also have adverse impacts on Sawyer County's winter tourism economy by decreasing the duration of winter snow cover and rendering winter conditions less predictable; and

WHEREAS, Sawyer County's Comprehensive Plan provides that the County will "continue to support the main economic drivers of the county including manufacturing, forestry, tourism, agriculture, and health services"; and "maintain a high-quality natural resource base and preserve our air, land, and water at the highest level for future generations;" and "be a leader in actively promoting renewable resources of energy and efficiency.;" and

WHEREAS, recent reports by the UN's Intergovernmental Panel on Climate Change and the US government indicate that to avoid the worst potential impacts of climate change, urgent action is needed to reduce carbon emissions; and

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WHEREAS, in order to reduce carbon emissions most effectively and efficiently, leading economists (including four past chairs of the Federal Reserve Board, 27 Nobel Laureates, and 15 past chairs of the Council of Economic Advisors) recommend a gradually increasing carbon tax on fossil fuels, with the proceeds thereof returned to American households as dividends, and with a border adjustment system to protect the competitiveness of American firms both nationally and internationally; and

WHEREAS, the Energy Innovation and Carbon Dividend Act, introduced in the current Congress as H.R. 763, meets all of those criteria and has bipartisan support; and

WHEREAS, competent studies have projected that if such legislation is enacted, it will result in a substantial reduction in carbon emissions as well as increases in GDP and employment; and that the dividends received by most low and moderate-income households will be more than enough to offset price increases due to the carbon fee;

NOW, THEREFORE, BE IT RESOLVED, that the Sawyer County Board of Supervisors urges the United States Congress to pass H.R. 763 without delay; and

BE IT FURTHER RESOLVED, that the Sawyer County Clerk is directed to send copies of this resolution to Senator Ron Johnson, Senator Tammy Baldwin, Representative Sean Duffy, Governor Tony Evers, State Senator Janet Bewley, and State Representative Beth Meyers.

Recommended for adoption by the Sawyer County Board of Supervisors at its meeting on September 19, 2019, by this Sawyer County Land, Water, and Forest Resources Committee on this 11th day of September.

Bruce Paulsen, Chair

Brian Bisonette, Vice Chair

Jim Bassett

Marc Helwig

Elaine Nyberg

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103 This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 19th day of
104 September, 2019.

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112 Tweed Shuman, Sawyer County Board of Supervisors Chair

October 2019 County Surveyor/Land Records Report

Sawyer County Survey crew performed field work in the following townships:

T41N R5W Town of Round Lake
USPLS corner search

T39N R3W Town of Draper
USPLS corner perpetuation

T37N R5W Town of Winter
USPLS corner perpetuation, monument County Forest/private land
boundaries for timber sales

T38N R3W Town of Winter
USPLS corner perpetuation

T37N R8W Town of Meteor
USPLS corner perpetuation

Department personnel reviewed 16 Certified Survey Maps, 36 new
parcels.

Real Property Listers have ownership changes completed each day.
GIS mapping continues to be updated.

Fall 2019 SAWYER COUNTY TIMBER SALE

<u>TRACT NO. 16-18</u>	Tamarack	Blk Spruce	Mix Hwd				Total Bid
Town of Winter	565 Cord	255 Cords	5 Cords				<u>\$13,975.00</u>
<u>MINIMUM BID</u>	<u>\$15.00</u>	<u>\$20.00</u>	<u>\$20.00</u>				

No Bids							
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<u>TRACT NO. 29-18</u>	Mix Hwd	Aspen	White Pine	Spruce				Total Bid
Town of Winter	460 Cords	260 Cords	60 Cords	50 Cords				<u>\$17,900.00</u>
<u>MINIMUM BID</u>	<u>\$20.00</u>	<u>\$25.00</u>	<u>\$20.00</u>	<u>\$20.00</u>				

No Bids							
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<u>TRACT NO. 16-19</u>	Mix Hwd	Basswood	Aspen	Mix Hwd	Hard Maple	Basswood	Total Bid
Town of Draper	705 Cords	50 Cords	30 Cords	59 MBF	10 MBF	7 MBF	<u>\$23,700.00</u>
<u>MINIMUM BID</u>	<u>\$20.00</u>	<u>\$5.00</u>	<u>\$25.00</u>	<u>\$100.00</u>	<u>\$200.00</u>	<u>\$100.00</u>	

No Bids							
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<u>TRACT NO. 19-19</u>	Mix Hwd	Basswood	Aspen	Basswood	Hard Maple	Mix Hwd	Total Bid
Town of Winter	570 Cords	170 Cords	130 Cords	8 MBF	5 MBF	3 MBF	<u>\$17,600.00</u>
<u>MINIMUM BID</u>	<u>\$20.00</u>	<u>\$5.00</u>	<u>\$25.00</u>	<u>\$100.00</u>	<u>\$200.00</u>	<u>\$100.00</u>	

No Bids							
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<u>TRACT NO. 22-19</u>	Aspen	White Pine	Mix Hwd	Balsam Fr				Total Bid
Town of Couderay	710 Cords	225 Cords	60 Cords	15 Cords				<u>\$23,750.00</u>
<u>MINIMUM BID</u>	<u>\$25.00</u>	<u>\$20.00</u>	<u>\$20.00</u>	<u>\$20.00</u>				

Futurewood Corp	\$41.40	\$22.20	\$24.00	\$20.70			<u>\$36,139.50</u>
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<u>TRACT NO. 23-19</u>	Ash	Ash					Total Bid
Town of Lenroot	500 Cords	30 MBF					<u>\$13,000.00</u>
<u>MINIMUM BID</u>	<u>\$20.00</u>	<u>\$100.00</u>					

No Bids							
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TRACT NO. 24-19	Aspen	Mix Hwd	Basswood	Red Oak	Basswood	Mix Hwd	Hard Maple					Total Bid
Town of Lenroot	675 Cords	325 Cords	230 Cords	10 Cords	49 MBF	15 MBF	4 MBF					\$31,845.00
MINIMUM BID	\$25.00	\$20.00	\$5.00	\$12.00	\$100.00	\$100.00	\$200.00					
Futurewood	\$46.00	\$28.80	\$32.20	\$13.00	\$120.00	\$135.00	\$200.00					\$56,651.00
Grindstone Enterprises	\$52.00	\$31.00	\$7.50	\$12.00	\$100.00	\$150.00	\$200.00					\$54,970.00

TRACT NO. 25-19	Aspen	Mix Hwd	Red Oak	Basswood	Red Oak	Mix Hwd	Basswood					Total Bid
Town of Sand Lake	800 Cords	510 Cords	500 Cords	40 Cords	32 MBF	9 MBF	4 MBF					\$44,100.00
MINIMUM BID	\$25.00	\$20.00	\$12.00	\$5.00	\$200.00	\$100.00	\$100.00					
Theodore Strzok	\$54.00	\$34.00	\$34.00	\$34.00	\$275.00	\$225.00	\$150.00					\$90,325.00
Futurewood Corp	\$53.11	\$26.40	\$18.59	\$25.30	\$225.00	\$125.00	\$110.00					\$75,024.00

TRACT NO. 26-19	Mix Hwd	Basswood	Aspen	Mix Hwd	Hard Maple	Basswood						Total Bid
Town of Winter	1400 Cords	150 Cords	12 Cords	59 MBF	44 MBF	35 MBF						\$47,250.00
MINIMUM BID	\$20.00	\$5.00	\$25.00	\$100.00	\$200.00	\$100.00						
Sappi	\$40.57	\$12.27	\$33.97	\$140.00	\$247.00	\$147.00						\$83,319.14
Schloer Logging	\$32.00	\$11.00	\$35.00	\$200.00	\$300.00	\$150.00						\$77,120.00
Theodore Strzok	\$26.00	\$26.00	\$26.00	\$200.00	\$250.00	\$150.00						\$68,662.00
Futurewood Corp	\$29.21	\$25.30	\$32.20	\$125.00	\$225.00	\$110.00						\$66,200.40
Bruce Burmeister	\$29.00	\$10.00	\$29.00	\$130.00	\$225.00	\$120.00						\$64,218.00
Suzan Logging	\$20.25	\$10.15	\$25.25	\$100.00	\$215.00	\$115.00						\$49,560.50

TRACT NO. 27-19	Mix Hwd	Basswood	Aspen	Mix Hwd	Hard Maple	Basswood						Total Bid
Town of Winter	860 Cords	40 Cords	20 Cords	41 MBF	16 MBF	10 MBF						\$26,200.00
MINIMUM BID	\$20.00	\$5.00	\$25.00	\$100.00	\$200.00	\$100.00						
	No Bids											

TRACT NO. 28-19	Red Oak	Mix Hwd	Basswood	Aspen	Red Oak	Basswood						Total Bid
Town of Lenroot	225 Cords	105 Cords	65 Cords	40 Cords	41 MBF	6 MBF						\$14,925.00
MINIMUM BID	\$12.00	\$20.00	\$5.00	\$25.00	\$200.00	\$100.00						
Granger Logging LLC	\$13.00	\$21.50	\$7.00	\$27.00	\$200.00	\$100.00						\$15,517.50

TRACT NO. 29-19	Aspen	Mix Hwd	Balsam Fir									Total Bid
Town of Spider Lake	1510 Cords	65 Cords	50 Cords									\$40,050.00
MINIMUM BID	\$25.00	\$20.00	\$20.00									
Futurewood Copr	\$69.51	\$26.40	\$20.70									\$107,711.10
schloer Logging	\$66.00	\$29.00	\$21.00									\$102,595.00
Grindstone Enterprises	\$42.00	\$27.00	\$25.00									\$66,425.00
Suzan Logging	\$39.70	\$20.00	\$20.00									\$62,247.00

TRACT NO. 32-19	Red Oak	Mix Hwd	Basswood	Aspen	Red Oak	Mix Hwd	Basswood					Total Bid
Town of Hawyard	250 Cords	135 Cords	20 Cords	20 Cords	31 MBF	5 MBF	3 MBF					\$13,300.00
MINIMUM BID	\$12.00	\$20.00	\$5.00	\$25.00	\$200.00	\$100.00	\$100.00					
Granger Logging LLC	\$19.00	\$27.00	\$7.00	\$30.00	\$200.00	\$130.00	\$120.00					\$16,345.00
Suzan Logging	\$15.15	\$24.60	\$10.80	\$25.10	\$245.00	\$100.00	\$100.00					\$16,221.50
Cullan Hanacek	\$15.00	\$22.00	\$8.00	\$25.00	\$220.00	\$120.00	\$120.00					\$15,160.00
Kris Rasmussen Logging	\$13.00	\$20.00	\$5.00	\$25.00	\$210.00	\$100.00	\$100.00					\$13,860.00

TRACT NO. 33-19	Mix Hwd	Basswood	Aspen	Basswood	Mix Hwd							Total Bid
Town of Lenroot	380 Cords	235 Cords	10 Cords	60 MBF	17 MBF							\$16,725.00
MINIMUM BID	\$20.00	\$5.00	\$25.00	\$100.00	\$100.00							
Futurewood Corp	\$25.08	\$29.90	\$34.50	\$110.00	\$110.00							\$25,371.90

TRACT NO. 35-19	Aspen	Mix Hwd	Mix Hwd									Total Bid
Town of Lenroot	625 Cords	60 Cords	7 MBF									\$17,525.00
MINIMUM BID	\$25.00	\$20.00	\$100.00									
Granger Logging LLC	\$25.50	\$21.00	\$110.00									\$17,967.50

TRACT NO. 36-19	Aspen	Balsam Fir	Mix Hwd									Total Bid
Town of Winter	510 Cords	120 Cords	60 Cords									\$16,350.00
MINIMUM BID	\$25.00	\$20.00	\$20.00									
Schloer Logging	\$52.25	\$21.00	\$30.00									\$30,967.50
Suzan Logging	\$37.30	\$23.20	\$20.00									\$23,007.00
Sappi	\$27.00	\$20.00	\$25.57									\$17,704.20

TRACT NO. 37-19	White Pine	Mix Hwd	Aspen	Red Pine	Basswood	Red Oak						Total Bid
Town of Lenroot	1135 Cords	185 Cords	170 Cords	125 Cords	85 Cords	35 Cords						\$35,245.00
MINIMUM BID	\$20.00	\$20.00	\$25.00	\$30.00	\$5.00	\$12.00						
Theodore Strzok	\$46.00	\$40.00	\$60.00	\$46.00	\$40.00	\$40.00						\$80,360.00
Schloer Logging	\$25.00	\$29.00	\$51.00	\$32.00	\$11.00	\$15.00						\$47,870.00

TRACT NO. 38-19	Mix Hwd	Basswood	Aspen	Mix Hwd	Hard Maple	Basswood						Total Bid
Town of Winter	250 Cords	120 Cords	10 Cords	17 MBF	9 MBF	8 MBF						\$10,150.00
MINIMUM BID	\$20.00	\$5.00	\$25.00	\$100.00	\$200.00	\$100.00						
Schloer Logging	\$31.00	\$10.00	\$40.00	\$200.00	\$300.00	\$150.00						\$16,650.00
Sappi	\$33.37	\$12.27	\$33.37	\$147.00	\$247.00	\$147.00						\$16,046.60
Bruce Burmeister	\$29.00	\$10.00	\$29.00	\$130.00	\$225.00	\$130.00						\$14,015.00
Suzan Logging	\$21.15	\$11.00	\$25.15	\$115.00	\$210.00	\$100.00						\$11,504.00

TRACT NO. 39-19	Aspen	Mix Hwd								Total Bid
Town of Winter	1400 Cords	210 Cords								\$39,200.00
MINIMUM BID	\$25.00	\$20.00								
Schloer Logging	\$51.00	\$29.00								\$77,490.00
Suzan Logging	\$41.25	\$26.25								\$63,262.50
Futurewood Corp	\$35.79	\$31.20								\$56,658.00
Theodore Strzok	\$32.11	\$28.11								\$50,857.10

TRACT NO. 40-19	Aspen	Mix Hwd	Basswood	Balsam Fir						Total Bid
Town of Lenroot	1300 Cords	70 Cords	10 Cords	10 Cords						\$34,150.00
MINIMUM BID	\$25.00	\$20.00	\$5.00	\$20.00						
Futurewood Corp	\$71.69	\$28.80	\$25.30	\$23.00						\$95,696.00
Theodore Strzok	\$58.00	\$40.00	\$40.00	\$20.00						\$78,800.00
Schloer Logging	\$45.00	\$30.00	\$30.00	\$20.00						\$61,100.00
Suzan Logging	\$38.75	\$20.00	\$10.00	\$20.00						\$52,075.00
Sappi	\$36.17	\$37.42	\$17.00	\$20.00						\$50,010.40
Granger Logging	\$36.00	\$27.00	\$6.00	\$20.00						\$48,950.00

TRACT NO. 41-19	Red Oak	White Pine	Mix Hwd	Aspen	Basswood	Red Oak	Basswood			Total Bid
Town of Spider Lake	350 Cords	190 Cords	170 Cords	20 Cords	20 Cords	50 MBF	3 MBF			\$22,300.00
MINIMUM BID	\$12.00	\$20.00	\$20.00	\$25.00	\$5.00	\$200.00	\$100.00			
	No Bids									

TRACT NO. 42-19	Red Oak	Mix Hwd	Basswood	Red Oak	Basswood	Mix Hwd				Total Bid
Town of Round Lake	440 Cords	280 Cords	160 Cords	63 MBF	33 MBF	6 MBF				\$28,180.00
MINIMUM BID	\$12.00	\$20.00	\$5.00	\$200.00	\$100.00	\$100.00				
Theodore Strzok	\$21.00	\$21.00	\$21.00	\$275.00	\$150.00	\$200.00				\$41,955.00
Granger Logigng	\$18.00	\$26.00	\$6.00	\$200.00	\$130.00	\$130.00				\$33,830.00
Norton Lumber	\$15.00	\$20.00	\$7.00	\$205.00	\$106.00	\$180.00				\$30,813.00

Total: \$792,466.14

GROUND LEASE

THIS GROUND LEASE (the “Lease”), dated as of the _____ day of _____, 2019 (the “Effective Date”), is made by and between Sawyer County (the “County”), and the America Birkebeiner Ski Foundation, Inc., a Wisconsin nonprofit corporation (the “Birkie”). The County and the Birkie may be referred to herein singularly as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, the County owns property located at _____ County Trunk Highway OO, Town of Spider Lake, County of Sawyer, Wisconsin (the “Leased Premises”), as more fully depicted and described in Exhibit A, which attached hereto and incorporated herein;

WHEREAS, the Leased Premises is part of a recreational trail system (“Trail System”) owned by the County, as depicted in Exhibit B, a copy of which is attached hereto and incorporated herein;

WHEREAS, the County granted the Birkie permission to construct a recreational building (the “Building”) on the Leased Premises in exchange for the Birkie’s agreement to maintain the Leased Premises and the Trail System. The County and the Birkie acknowledge and accept that the Building is part of the Leased Premises; and

WHEREAS, the County and the Birkie wish to memorialize the agreement for the use of the Leased Premises.

NOW, THEREFORE, in consideration of the above recitals, the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and the Birkie agree as follows:

ARTICLE 1: RECITALS

1.1 Recitals. The Parties acknowledge that the Recitals set forth above are true and accurate, and are hereby incorporated into this Lease.

ARTICLE 2: LEASED PREMISES

2.1 Demise and Lease of Leased Premises. The County hereby leases the Leased Premises to the Birkie, pursuant to the terms set forth in this Lease.

2.2 Memorandum of Lease. A Memorandum of Lease may be recorded upon mutual agreement between the Parties. The cost of recording shall be paid by the Party requesting the recording.

2.3 Exclusive Use. The Parties acknowledge and agree that the Birkie has exclusive use of the Building and is the owner of the Building. Nothing in this Lease shall be construed in any manner as granting the Birkie the exclusive right to the use Leased Premises, other than the Building.

2.4 Nonexclusive Rights.

(a) The Birkie shall be entitled to the nonexclusive use, in common with the County and its guests, users and invitees, those portions of the Leased Premises (the “Nonexclusive Space”) identified on Exhibit C, a copy of which is attached hereto and incorporated herein. The Nonexclusive Space shall include parking areas, walkways, parking areas and other areas generally open to the public.

(b) It is expressly understood that the County reserves the right to create, amend, repeal, otherwise alter, in any fashion whatsoever as the County, in its sole discretion, rules for the use of the Nonexclusive Space, and the Birkie shall be bound thereby.

2.5 Public Leased Premises. The Parties acknowledge and agree that the Leased Premises is public property. Notwithstanding any term of this Lease, the terms and conditions set forth in this Lease are subject to any law or restrictions applicable to the County, and the Parties shall take the necessary steps to ensure compliance with any laws applicable to the County and the County’s ownership of the Leased Premises. The County reserves the right to take any action it considers necessary to protect the health, welfare and safety of the public, in the County’s discretion, regardless of the terms and conditions of this Lease.

ARTICLE 3: TERM

3.1 Term. The term of this Lease shall be deemed to have commenced on _____ (the “Commencement Date”), and shall terminate upon December 31, 2029 unless otherwise agreed to by the Parties.

3.2 Option to Renew. The Birkie shall have an option to renew this Lease for two (2) additional periods of five (5) years each upon the terms and conditions set forth herein. The Birkie shall provide the County written notice of its option to renew no less than 120 days prior to the expiration date of the Lease. If the Birkie fails to provide notice no less than 120 days prior to the expiration date, the Birkie shall be deemed to have waived the option and shall have no further right to any renewal or option period.

ARTICLE 4: RENT

4.1 Payment of In Lieu of Rent. In lieu of rent, the Birkie shall maintain all trails and trailheads (including any structures or improvements located at a trailhead) included in the Trail System in a condition that is satisfactory to the County, in its reasonable discretion. The standards and conditions for the Trail System maintenance are set forth in that certain Memorandum of Understanding between the Parties dated _____, as it may be amended, and a copy of which is attached hereto as Exhibit D.

4.2 Additional Payments. The County and the Birkie acknowledge and accept that a Party may be subject to other financial obligations to the other Party, including those set forth in that certain Memorandum of Understanding dated December 15, 2016.

ARTICLE 5: PAYMENT OF UTILITIES, TAXES AND OTHER CHARGES

5.1 Utilities. The Birkie shall pay all water, gas, electricity, or other public utilities used upon or furnished to the Leased Premises, including but not limited to the Building, during the term of the Lease.

5.2 Taxes and Assessments. Because the Leased Premises is owned by the County, the Parties acknowledge that no real property tax is assessed at this time. The Birkie shall be obligated to pay any other tax, such as personal property tax, sales tax or income tax, that may be incurred as a result of the Birkie's use of the Leased Premises.

5.3 Other Charges. The Birkie shall pay any other charges, assessments, fines or fees resulting from its use, or any use by the Birkie's guests, invitees, customers or members, of the Leased Premises.

ARTICLE 6: OPERATORS AND SUBLEASES

6.1 Independent Operators. The Birkie is permitted to use independent operators for providing services on the Leased Premises. The Birkie shall not be required to obtain the County's consent of each independent operator so long as the County has provided its consent to the operations for which the independent operator is providing service. The Birkie shall ensure that all independent operators comply with all applicable laws, regulations and ordinances, and the terms of this Lease.

6.2 No Sublease. The Birkie may not assign, transfer, sell, assign, sublet or sublease any part or all of the Leased Premises, or any interest in the Leased Premises, or these lease provisions without express written consent of the County, which may be withheld within the County's sole discretion.

**ARTICLE 7: POSSESSION, USE, COMPLIANCE WITH LAWS,
MAINTENANCE AND REPAIRS**

7.1 Possession. The Birkie acknowledges that as of the Commencement Date, it shall have made such inspections as deemed necessary by the Birkie, and the Birkie shall accept possession of the Leased Premises in its AS IS condition existing as of the Commencement Date.

7.2 Use. Subject to the provisions of this Article 7, the Birkie may use the Leased Premises for recreational purposes and commercial purposes consistent with any applicable laws. Prior to the commencement of any commercial use, the Birkie shall obtain consent of the County as to such commercial use, which the County may withhold its reasonable discretion. Notwithstanding the foregoing, the Birkie or its independent operators may sell shall non-alcoholic beverages, food, and other similar items on the Leased Premises so long as the sale of such items complies with all applicable laws.

7.3 Compliance with Laws. The Birkie and its independent operators shall comply with all legal requirements in the use, occupation, control and enjoyment of the Leased Premises, including but not limited to any requirements imposed upon the County based on the County's ownership of the Leased Premises. The Birkie shall have the right, at its own cost and expense, to contest or review any legal, administrative or municipal proceeding, fine, notice or order, provided that Birkie shall contest or review of such proceedings shall be prosecuted by the Birkie with due diligence.

7.4 Building Safety. The Birkie shall keep the Building in a safe and secure manner. The County assumes no responsibility for the safety of the Building, or any person using or visiting the Building.

7.5 Building Damage.

(a) In the event that any Building shall be wholly or partially destroyed, damaged or impaired by any cause whatsoever to such extent, that in the mutual judgment of the Birkie and the County, the Building is not worth rebuilding or repairing, the Birkie shall have the discretion to terminate the Lease effective sixty (60) days from the date of such destruction, damage or impairment by serving written notice to the County.

(b) If the Birkie determines not to terminate this Agreement under the conditions of this paragraph, the Birkie shall, at its own expense, repair or restore any such destroyed, damaged, or impaired portions of the Building or construct a new, approved Building on said Leased Premises. The Birkie must make all reasonable attempts to complete any and all repairs, restoration or construction in a timely manner.

(c) If it is determined in the mutual judgement of the Birkie and the County that the Building is damaged beyond repair, the Building must be removed by the Birkie and the Birkie shall restore the Leased Premises to the condition it was in prior to the original construction of the Building.

7.6 Maintenance and Repair. The Birkie shall maintain, in a first class condition and in a good state of repair (normal wear and tear excepted), at the Birkie's sole cost and expense, the Leased Premises, including but not limited to the Building, pursuant to the terms of this Section 7.6. Specifically, the Birkie shall perform the following:

(a) *Interior Maintenance of the Building.* The Birkie shall complete all maintenance and keeping in good repair, and any needed replacement of, all items such as the interior walls and ceilings, painting, repairs or alterations of plumbing, electrical fixtures, heating systems, air conditioning, water fixtures, locking devices and all other fixtures, janitorial services such as sweeping, dusting, mopping and waxing floors, relamping, interior and exterior washing of windows, and the arrangement for sanitary removal of solid waste from the Leased Premises.

(b) *Exterior Maintenance.* The maintenance and keeping in good repair, and any needed replacement of, all items such as windows, doors and foundations of the Building, all fences, painting, siding, roof, gutters and downspouts, trimming of the grounds and landscaping

of the lands appurtenant to Buildings and keeping the grounds, including drainage ditches and all paved areas, in a neat and serviceable condition.

(c) *Custodial Responsibilities.* The cleaning and custodial maintenance of the Leased Premises, including the Building, public restrooms, parking lots, and warming shacks on the Trail System.

(d) *Snow Removal.* The Birkie shall be responsible for all snow removal within ten (10) feet of Building. The County shall be responsible for all other snow removal.

(e) *Mowing.* The Birkie shall be responsible for all mowing and landscaping on the Leased Premises.

ARTICLE 8: TITLE; NO ENCUMBRANCES

8.1 Title to the Building. Legal title to the Building shall be the property of the Birkie. The Birkie shall not transfer ownership or any portion of ownership or other interest in the Building to any other party without first securing the County's consent, which may be withheld in the County's sole discretion.

8.2 Title Upon Expiration or Termination. Upon the expiration or termination of this Lease, the Birkie shall, at its sole cost and expense, remove the Building and any additional personal property on the Leased Premises within ninety (90) days of such expiration or termination, and the Birkie shall, at its sole cost and expense, restore the Leased Premises to a condition reasonably satisfactory to the County. Notwithstanding the foregoing, the Parties may agree to convey title in the Building to the County pursuant to terms to be agreed to by the Parties upon termination or expiration of this Lease. The Birkie agrees to promptly execute and acknowledge (at no cost or expense to the County) a quitclaim deed or any other documentation reasonably required by the County to effectuate the provisions of this Section 8.2.

8.3 No Mortgages or Liens. The Birkie shall not place, or allowed to be placed, any mortgage, lien (including mechanic's liens or materialman's liens), or any other encumbrance on the Leased Premises. All persons dealing with the Birkie are hereby placed on notice that such persons shall not look to the County or to the County's credit or assets for payment or satisfaction of any obligations incurred in connection with the Birkie's use of the Leased Premises.

ARTICLE 9: ENVIRONMENTAL MATTERS

9.1 Environmental Compliance. The Birkie shall at all times comply with applicable environmental laws affecting the Leased Premises. The Birkie shall, at its own expense, maintain any permits, license or other governmental approvals relating to hazardous substances, if any, required for the Birkie's use, or its guests', invitees' or other authorized users' use.

9.2 Notices. If at any time a Party shall become aware, or have reasonable cause to believe, that any actionable level of hazardous substance has been released or has otherwise

come to be located on or beneath the Leased Premises, such Party shall immediately give written notice of that condition to the other Party.

ARTICLE 10: INSURANCE

10.1 Property Insurance - The Birkie shall procure and shall maintain, at its expense, full insurance coverage for property and fire damage on the Building. A copy of the Birkie insurance certificate shall be deposited and on file with the County at all times.

10.2 General Liability Insurance - The Birkie shall procure and shall maintain, at its expense, general liability coverage at a minimum of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate, during the life of the Lease. The Birkie shall ensure that Sawyer County, its officers, its agents, and employees are named as additionally insured under such insurance policies. A copy of the Birkie insurance certificate shall be deposited and on file with the County at all times.

ARTICLE 11: DEFAULT

11.1 Events of Default. A breach of this Lease by the Birkie shall exist if any of the following events (individually an “**Event of Default**” and collectively “**Events of Default**”) shall occur:

- (a) The Birkie fails to maintain the Trail System to the County’s reasonable satisfaction.
- (b) The Birkie fails to pay any fees, costs or amounts due to the County under this Lease, the MOU (as may be amended), or any other agreement or obligation between the Parties.
- (c) The Birkie fails to perform any term, covenant, or condition of this Lease to be performed by the Birkie, and the Birkie shall have failed to cure same within thirty (30) days after written notice from County.
- (d) The Birkie abandons the Leased Premises or the Building.
- (e) The appointment of a receiver to take possession of the Leased Premises and/or the Birkie’s operations for any reason.
- (f) An assignment by the Birkie for the benefit of creditors or the filing of a voluntary or involuntary petition by or against the Birkie under any law for the purpose of adjudicating the Birkie as bankrupt.

11.2 The County’s Remedies.

(a) *Uncured Default.* Upon the occurrence of any Event of Default by the Birkie and shall continue uncured, following notice of default as required by this Lease and the expiration of the applicable cure period, the County may, but is not obligated to, terminate this Lease.

(b) *Notice of Termination.* The County shall provide the Birkie written notice of the County's election to terminate the Lease, and upon such notice, all of the Birkie's rights in the Leased Premises, including any rights to the Building, shall terminate.

(c) *Liability for Costs.* The Birkie shall be liable to the County for any and all actual damages sustained by the County as a result of any breach of the Lease by the Birkie, regardless of whether the County elects to terminate the Lease as a result of the breach.

(d) *No Waiver.* Nothing within this Lease shall be deemed a waiver of any rights and remedies provided by law or equity to the County.

11.3 Cumulative Remedies. The remedies given to County herein shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this Lease.

11.4 Waiver of Breach. No waiver by a Party of any default by the other shall constitute a waiver of any other breach or default by the other, whether of the same or any other covenant or condition.

ARTICLE 12: SURRENDER OF THE LEASED PREMISES

12.1 Termination. This Lease shall terminate on December 31, 2029, subject to the options to renew set forth in this Lease.

12.2 Surrender. The Birkie shall surrender the Leased Premises, including but not limited to the Building, upon termination of this Lease. The Birkie agrees to promptly execute and acknowledge (at no cost or expense to the County) a quitclaim deed or any other documentation reasonably required by the County to effectuate the transfer of title to the County upon the Lease's expiration or termination.

ARTICLE 13: INDEMNIFICATION

13.1 Indemnity by the Birkie. The Birkie (including the Birkie's members, managers, agents, employees, invitees officers, independent operators and representatives) agrees to protect, defend, reimburse, indemnify and hold the County, as well as its agents, employees, administrators, representatives and elected officers, and each of them, free and harmless at all times from and against any and all claims, liabilities, expenses, losses, costs, fines and damages (including reasonable attorneys' fees) and causes of action of every kind and character against and from the County by any reason. The Birkie's obligations hereunder shall survive the expiration or termination of this Lease.

13.2 Indemnity by the County. The Birkie understands and acknowledges that the County is not authorized to indemnify or hold the Birkie harmless. The Birkie hereby waives any right or claim to indemnification by the County.

ARTICLE 14: NOTICES

14.1 Generally. Any notice, approval, demand or other communication required or desired to be given pursuant to this Lease shall be in writing and delivered by electronic mail to the current email addresses for each Party below or by United States mail, postage prepaid, and unless sooner received, each notice shall be deemed received seventy-two (72) hours after same shall have been so deposited in the United States mail addressed as set forth below:

If to the County: Sawyer County
Attention: Sawyer County Administrator
10610 Main Street, Suite 23
Hayward, WI 54843
Current email address: tom.hoff@sawyercountygov.org

If to the Birkie: America Birkebeiner Ski Foundation, Inc
Attention: Executive Director
10527 Main Street
Hayward, WI 54843
Current email address: ben.popp@birkie.com

14.2 Change of Address. A Party may change its respective address by giving written notice to the other Party in accordance with the provisions of this Article 14.

ARTICLE 15: QUIET ENJOYMENT; COUNTY'S RIGHT TO INSPECT

15.1 Quiet Enjoyment. The County covenants that, provided no Event of Default has occurred under the terms of the Lease, the Birkie shall have quiet and peaceful possession of the Leased Premises.

15.2 Right to Inspect. The County reserves the right to enter the Leased Premises for purposes of conducting normal and periodic inspections of the Leased Premises by its agents or employees, provided such inspections shall be subject to the terms of this Lease.

ARTICLE 16: GENERAL TERMS

16.1 Captions. The captions used in this Lease are for the purpose of convenience only and shall not be construed to limit or extend the meaning of any part of this Lease.

16.2 Counterparts. Any executed copy of this Lease shall be deemed an original for all purposes. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

16.3 Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

16.4 Interpretation. This Lease shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. The language in all parts of this Lease shall in all

cases be construed as a whole according to its fair meaning, and not strictly for or against either the County or the Birkie.

16.5 No Partnership. The Parties hereto agree that nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, or association between the County and the Birkie, or cause either Party to be responsible in any way for the debts or obligations of the other Party.

16.6 Authority to Act. The individuals executing this Lease hereby represent and warrant that each has authority to act on behalf of the entity intended to be bound *i.e.*, Ben Popp has the authority to bind the Birkie and Thomas R. Hoff, as the Sawyer County Administrator, has the authority to bind the County.

16.7 Binding Effect. 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.

SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

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

SAWYER COUNTY

AMERICA BIRKEBEINER SKI FOUNDATION, INC., a Wisconsin nonprofit corporation

By: _____
Its: _____

By: _____
Its: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared Thomas R. Hoff, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2019.

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 Ben Popp, on behalf of the America Birkebeiner Ski Foundation, Inc., a Wisconsin nonprofit corporation. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2019.

NOTARY PUBLIC
My commission expires: _____

- EXHIBITS – TO BE ATTACHED:**
Exhibit A – Leased Premises
Exhibit B – Trail System
Exhibit C – Nonexclusive Space
Exhibit D – Memorandum of Understanding

**AMENDMENT OF AGREEMENT – AMERICAN BIRKEBEINER TRAIL SYSTEM
AND TRAILHEADS**

This **AMENDMENT OF AGREEMENT – AMERICAN BIRKEBEINER TRAIL SYSTEM AND TRAILHEADS** (the “Amendment”) dated _____, 2019 is hereby entered into this _____ day of _____ by and between Sawyer County, Wisconsin (the “County”) and the American Birkebeiner Ski Foundation, Inc., a Wisconsin nonstock corporation (“ABSF”). The County and the ABSF may be referred to herein singularly as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, the County owns certain property in the County more particularly described in Exhibit A, which is attached hereto and incorporated herein (the “Subject Property”), wherein a portion of what is commonly known as the Birkie Trail System and Birkie Trailheads are located.

WHEREAS, the County and the ABSF entered into that certain Agreement – American Birkebeiner Trail System and Trailheads dated December 15, 2019 (the “Original Agreement”) to set forth the agreement between the Parties regarding the ABSF’s use of the Subject Property;

WHEREAS, the ABSF constructed a building on the Trailhead located on CTH OO (the “OO Building”) after the Original Agreement was executed;

WHEREAS, the Parties wish to clarify the terms and conditions to address certain aspects of use at the OO Building.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment to be kept and performed by both Parties, the Parties hereby agree as follows:

1. Capitalized/Defined Terms. Any capitalized or defined term not otherwise specifically defined in this Amendment shall have the meaning set forth in the Original Agreement.

2. Recitals. The Parties agree and acknowledge that the Recitals set forth above are true and accurate, and are hereby incorporated into this Amendment.

3. Original Agreement Amendment.

(a) The following shall be added as Section 12 to the Original Agreement.

OO Building. The parties acknowledge that ABSF constructed a building on the OO Trailhead property (the “OO Building”) with SAWYER COUNTY’S approval. SAWYER COUNTY and ABSF shall enter into a Ground Lease to set forth the terms and conditions of ABSF’s use of the OO Building area and the surrounding areas (the “OO Leased Premises”). The Ground Lease shall depict the location of the OO Building and the OO Leased Premises.

- (b) The following shall be added as Section 13 to the Original Agreement.

Permitted Uses in OO Building and on the OO Leased Premises. The parties acknowledge and agree that the OO Building represents an opportunity for uses in addition to the traditional uses of the Subject Property. The parties also acknowledge and agree that specific uses must be set forth in this Agreement in order to protect the health, welfare and safety of the public. Accordingly, ABSF hereby waives any right, privilege, claim or benefit ABSF may have in other use(s) of any portion of the Subject Property, the OO Building or the OO Leased Premises, by virtue of law or interest, including but not limited to a zoning designation, easement interest, claims of uninterrupted use, or any other real property interest, and the parties agree that the OO Building and on OO Leased Premises shall be restricted to the following uses:

- (1) Silent sport activities.
- (2) Sale of food and non-alcoholic beverages.
- (3) Sale of event-related merchandise during an event.
- (4) Educational activities, silent sport training activities, and health/wellness activities.
- (5) One-time rental for events such as weddings, parties or other single-use events.
- (6) Ongoing rent or licensing of space for uses such as coffee and doughnut sales, vending machines and silent sport instruction or training.

4. Additional Provisions.

(a) *Amendment.* This Amendment may only be further amended by a written and duly approved instrument that is signed by both Parties and approved as required by law.

(b) *Remaining Terms of Original Agreement.* Other than as expressly modified herein, the terms and conditions of the Original Agreement remain in full force and effect.

(c) *Conflict with Original Agreement.* In the event of any conflict between the Original Agreement and this Amendment, the terms and conditions of the Amendment shall control.

(Signatures Appear on the Following Page)

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment to Agreement – American Birkebeiner Trail System and Trailheads as of the date referenced above.

SAWYER COUNTY

**AMERICAN BIRKEBEINER SKI
FOUNDATION, INC.,**
a Wisconsin nonstock corporation

By: _____
Its: _____

By: _____
Its: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared Thomas R. Hoff, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2019.

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 the American Birkebeiner Ski Foundation, Inc., a Wisconsin nonstock corporation. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2019.

NOTARY PUBLIC
My commission expires: _____

Forestry Report October 2019

Active Sales

12 sales listed as active in month of October

Sale Date	# of Sales	Acres	Bid Value	Received	Est. Remaining
11/5/14	0	0	\$0	\$0	\$0
5/13/15	0	0	\$0	\$0	\$0
4/13/16	0	0	\$0	\$0	\$0
11/4/16	0	0	\$0	\$0	\$0
4/7/17	2	295	\$115,180.00	\$29,554.15	\$85,625.85
11/3/17	1	55	\$12,820.00	\$4,230.60	\$8,589.40
4/6/18	3	144	\$95,742.00	\$13,017.20	\$82,724.80
11/2/18	6	456	\$299,748.90	\$172,710.00	\$131,246.48*
5/3/19	0	0	\$0	\$0	\$0
Totals	12	950	\$523,490.90	\$219,511.95	\$308,186.53

Inactive Sales

Sale Date	# of Sales	Acres	Bid Value	Received	Est. Remaining
11/5/14	1	92	\$60,673.00	\$76,310.36	\$0*
5/13/15	0	0	\$0	\$0	\$0
4/13/16	4	393	\$366,192.25	\$280,003.23	\$86,506.63*
11/4/16	5	512	\$365,509.85	\$212,538.01	\$152,971.84
4/7/17	6	602	\$291,266.20	\$166,277.39	\$131,443.94*
11/3/17	9	871	\$622,824.38	\$151,578.86	\$471,245.52
4/6/18	10	859	\$680,732.50	\$227,660.64	\$453,071.86
11/2/18	11	866	\$745,573.65	\$99,348.34	\$646,225.31
5/3/19	18	1575	\$953,770.55	\$251,334.32	\$724,224.49*
Totals	64	5790	\$4,086,542.38	\$1,465,051.15	\$2,665,689.59

* Sales having overruns

** Sales having underruns

One sale closed out in October

Timber Sale Value (sold contracts-uncut) on file = \$2,973,876.12

<u>Timber Sale Revenue</u>	<u>October</u>	<u>YTD</u>
	\$141,814.01	\$1,457,440.24
<u>Christmas Trees/Boughs</u>	<u>October</u>	<u>YTD</u>
	\$0	\$0
<u>Performance Bond Cashed</u>	<u>October</u>	<u>YTD</u>
	\$0	\$815.96
<u>Other Revenue</u>		
<u>Camping/Firewood/Access/Hay</u>	<u>October</u>	<u>YTD</u>
	\$119	\$1,442.00
<u>Event User Fees</u>	<u>October</u>	<u>YTD</u>
	\$0	\$628
<u>Park Reservations</u>	<u>October</u>	<u>YTD</u>
	\$50	\$550
		<u>Budget</u>
Gross Timber Sale Revenue	\$1,457,440.24	\$1,800,000
10% Payment to Towns	\$145,744.02	
Net Timber Sale Revenue	\$1,311,696.22	
Total Other Revenue	\$3,435.96	
Timber Sale Revenue Billed Out	\$138,671.75	

Timber Sale Inspections	<u># month</u>	<u>Goal</u>	<u>YTD</u>
	22	25	226

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

Tract Establishment	<u># sales month/ YTD</u>	<u>acres month/YTD</u>	<u>Goal</u>
	1/40	91/2795	3600

Comments:

Recon Acres	<u>October</u>	<u>YTD</u>	<u>Annual Goal</u>
	575	5259	6,000 acres

<u>Good Neighbor Authority (GNA) Hours</u>	
<u>October</u>	<u>YTD</u>
32.5	318

Oak Wilt:
Nothing new to report.

Mountain Bike Trails:
Nothing new to report.

Birkie Trail:
Nothing new to report.

ATV/UTV/Snowmobile Trails:
Nothing new to report.

Parks:
Hatchery Park: Nothing new to report.

Nelson Lake Park: Nothing new to report.

Sawyer County Waste Storage Ordinance

The County Board of Supervisors of the County of Sawyer does hereby ordain as follows:

- 1-1 General Provisions
- 1-2 Definitions
- 1-3 Activities Subject to Regulation
- 1-4 Performance Standards and Prohibitions
- 1-5 Manure Storage Permits
- 1-6 Administration
- 1-7 Violations
- 1-8 Appeals and Variances

Sec. 1-1 General Provisions.

- (1) **Authority and purpose.** The general purpose of this ordinance is to protect and promote the health, safety, prosperity, aesthetic conditions and general welfare of the people and communities within Sawyer County, under authority granted by section 92.16, Wisconsin Statutes.
- (2) **Title.** This Ordinance shall be known as, referred to, and may be cited as the Sawyer County Manure Storage Ordinance and is hereinafter known as the Ordinance.
- (3) **Findings and Declaration of Policy.** The Sawyer County Board of Supervisors recognizes the importance of our quality groundwater and surface water resources and the need to maintain these resources for our future generations.

The Sawyer County Board of Supervisors also recognizes that the proper management of animal waste contributes to the protection of groundwater and surface water, public health, and natural resources.

- (4) **Purpose.** The purpose of this ordinance is to regulate the location, design, construction, installation, alteration, operation, and maintenance of all new waste storage facilities. This ordinance also regulates the closure of waste storage facilities and assures safe handling and spreading of manure in order to prevent water pollution. It is further intended to provide for the administration and enforcement of this article and to provide penalties for its violation.
- (5) **Applicability.** The permit and other requirements in this Ordinance apply to all of the unincorporated areas of Sawyer County.
- (6) **Interpretation.** In its interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall be liberally construed in favor of Sawyer County, and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes (Stats.).

- (7) **Abrogation, Greater Restrictions, Severability and Repeal Clause.**
- (a) **Abrogation and Greater Restrictions.** This Ordinance is not intended to repeal, annul, abrogate, impair or interfere with any existing covenants, deed restrictions, agreements, ordinances, rules, regulations or permits previously adopted or issued pursuant to law. However, wherever this Ordinance imposes greater restrictions, the provisions of this Ordinance shall govern.
 - (b) **Severability.** Each section, paragraph, sentence, clause, word and provision of this Ordinance is severable and if any portion shall be deemed unconstitutional or invalid for any reason, such decision shall not affect the remainder of the Ordinance nor any part there of other than the portion affected by such decision.
 - (c) **Repeal.** All other Ordinances or parts of Ordinances of Sawyer County inconsistent or conflicting with this Ordinance to the extent of the inconsistency only, are hereby repealed.
- (8) **Effective Date.** This Ordinance shall become effective upon its adoption by the Sawyer County Board of Supervisors, and publication.

Sec. 1-2 Definitions.

- (1) **“Abandoned manure storage facility”** means where the facility is located ceases operations, or manure has not been added or removed from the facility for a period of 24 months.
- (2) **“Animal unit”** means a unit of measure used to determine the total number of single animal types or combination of animal types which are fed, confined, maintained, or stabled in an animal feeding operation. For the purpose of this ordinance, one animal unit is equivalent to 1000 pounds of livestock live weight.
- (3) **“Applicant”** means any person who applies for a permit under this Ordinance
- (4) **“As-built report”** is the documentation showing proper construction.
- (5) **“Bedrock”** means the solid or consolidated rock formation typically underlying loose surficial material such as soil, alluvium or glacial drift. Bedrock includes but is not limited to limestone, dolomite, sandstone, shale and igneous and metamorphic rock.
- (6) **“DATCP”** means Wisconsin Department of Agriculture, Trade and Consumer Protection.
- (7) **“Direct conduits to groundwater”** means wells, sinkholes, swallets, fractured bedrock at the surface, mine shafts, non-metallic mines, tile inlets discharging to groundwater, quarries, or depressional groundwater recharge areas over shallow fractured bedrock.
- (8) **“DNR”** means the Wisconsin Department of Natural Resources.
- (9) **“Earthen Manure Storage Facility”** means a facility constructed of earth dikes, pits or ponds used for temporary storage of manure including other allowed wastes.
- (10) **“Groundwater”** means any of the waters of the state, occurring in a saturated subsurface geological formation of rock or soil.

- (11) **“Land Conservation Committee (LCC)”** is a committee made up of members of the Sawyer County Board of Supervisors and others who, by authority from Chap. 92, Wis. Stats., determine policy and give direction for soil and water conservation activities, and provides direction for the Zoning and Conservation Department (ZAC).
- (12) **“Manure”** means livestock excreta and the following when intermingled with excreta in normal farming operations: debris including bedding, water, soil, hair, and feathers; processing derivatives including separated sand, separated manure solids, precipitated manure sludges, supernatants, digested liquids, composted bio solids, and process water; and runoff collected from barnyards, animal lots, and feed storage areas.
- (13) **“Manure Stack”** means an uncontained deposit of animal waste placed on an earthen, concrete or other surface for limited periods necessary to facilitate daily or periodic land spreading.
- (14) **“Manure Storage Facility”** means one or more impoundments made by constructing an embankment, excavating a pit or dugout, or fabricating a structure specifically for the purpose of temporarily storing manure and related wastes. A facility includes stationary equipment and piping used to load or unload a manure storage structure if the equipment is specifically designed for that purpose and is an integral part of the facility, and specifically includes components to transfer waste from milking centers, runoff from barnyards, and leachate and contaminated runoff to feed storage.
- (15) **“Margin of safety level”** is the maximum operating level of a manure storage facility. This includes one foot of free board plus the increase in elevation necessary to store the volume of runoff and precipitation that enters the facility from a 25-year, 24-hour storm event.
- (16) **“Natural Resources Conservation Service (NRCS)”** is an agency of the United States Department of Agriculture which, for purposes of this Ordinance, develops and maintains a technical guide with conservation practice standards and specifications, engineering manuals and handbooks, and other technical documentation related to manure storage facilities, nutrient management plans, and other technical matters covered by this Ordinance.
- (17) **“NRCS technical guide”** means the most current stated version of the NRCS field office technical guide. Copies of the NRCS technical guide are on file with the State of Wisconsin Department of Agriculture, Trade and Consumer Protection Department and the legislative reference bureau. Copies of individual standards contained in the NRCS technical guide may be obtained from the county ZAC or from an NRCS field office.
- (18) **“Nutrient Management Plan”** means an annual written plan detailing the amount, form, placement, and timing of the application of plant nutrients, including animal manure. The plan must meet NRCS Conservation Practice Standard 590.
- (19) **“Ordinary High Water Mark (OHWM)”** means the point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation or other easily recognized characteristics.
- (20) **“Permit”** means the signed, written statement issued under this Ordinance authorizing the applicant to construct, install, reconstruct, extend, enlarge, substantially alter or close a manure storage facility, and to use or dispose of waste from the facility.

- (21) **“Permitting Authority”** means the entity within the county government legally responsible for administering and enforcing this Ordinance. The LCC shall have full authority for carrying out the duties under Ordinance, including the decision making authority, unless the authority is delegated to the ZAC and its employees under s. 92.09, Stats.
- (22) **“Permittee”** means any person to whom a permit is issued under this Ordinance.
- (23) **“Person”** means any individual, corporation, partnership, joint venture, agency, unincorporated association, municipal corporation, county or state agency within Wisconsin, the federal government, or any combination thereof.
- (24) **“Safety Devices”** means devices, which are designed to protect humans and livestock from the hazards associated with a storage facility.
- (25) **“Stop Work Order”** means an order to cease any activity in the operation of, or construction of an activity subject to regulation.
- (26) **“Substantially altered”** means a change initiated by an owner or operator that results in a relocation of a structure or facility or significant changes to the size, depth, or configuration of a structure or facility including:
- Replacement of a liner and liner reconstruction in a manure storage structure.
 - An increase in the volumetric capacity or area of a structure or facility.
 - A change in a structure or facility related to a change in livestock management from one species of livestock to another such as cattle to poultry or changes in manure consistency such as what would occur in using a separator.
- (27) **“Technical Standard 313”** is a practice standard within the Technical Guide that covers the proper location, design, construction, installation, alteration, operation and maintenance of a manure storage facility.
- (28) **“Technical Standard 360”** is a practice standard within the Technical Guide that covers decommissioning of facilities, and/or the rehabilitation of contaminated soil, in an environmentally safe manner, where agricultural waste has been handled, treated, and/or stored and is no longer used for the intended purpose.
- (29) **“Technical Standard 634”** is a practice standard within the Technical Guide that covers the design, material types and quality, and installation of components such as conduits, pumps, valves, and other structures or devices to transfer manure and waste from buildings and yards and other sources to storage, loading areas, crop fields and other destinations. The standard establishes the minimum acceptable requirements for design, construction, and operation of waste transfer system components.
- (30) **“Technical Standard 590”** is a practice standard within the Technical Guide that covers managing the amount, form, placement and timing of plant nutrients associated with organic wastes (manure and organic by-products), commercial fertilizers, legume crops and crop residues.
- (31) **“Unconfined manure pile”** means a quantity of manure that is at least 175 CU. FT. in volume and which covers the ground surface to a depth of at least 2 inches and is not confined within a manure storage facility, livestock housing facility or barnyard runoff control facility.

- (32) **“Unpermitted manure storage facility”** means a manure storage facility constructed, modified, or placed in use without first obtaining permit, including facilities constructed before (the first date of the adoption this ordinance), and may include an earthen structure or impoundment made a concrete liner which fully or partially covers the bottom and/or the sidewalls of the impoundment.
- (33) **“Waste Transfer System”** means components such as pumps, pipes, conduits, valves, and other mechanisms installed to convey manure, leachate and contaminated runoff, and milking center wastes from livestock structures to a storage structure, loading area, or treatment area.
- (34) **“Water Pollution”** means contaminating or rendering unclean or impure the ground or surface waters of the state, or making the same injurious to public health, harmful for commercial or recreational use, or deleterious to fish, bird, animal, or plant life.
- (35) **“Water Quality Management Area” or “WQMA”** means the area within 1,000 feet from the ordinary high watermark of navigable waters that consist of a river or stream; and a site that is susceptible to groundwater contamination, or that has the potential to be a direct conduit for contamination to reach groundwater.
- (36) **“Zoning and Conservation Department (ZAC)”** means the staff for enforcing and providing technical and administrative support for this ordinance.

Sec. 1-3 Activities Subject to Regulation.

- (1) **Permit Requirements.** Any person who constructs, substantially alters, changes use of or closes a manure storage facility and related transfer systems, or who employs another person to do the same, shall be subject to the permit requirements of this Ordinance.
- (2) **New Construction.** New or substantially altered manure storage facilities shall be designed, constructed and maintained to minimize the risk of structural failure and minimize leakage of the facility. Permit requirements include design, construction and as-built plans approved by a professional engineer or engineer practitioner and meeting requirements of NRCS standards and specifications. Permit requirements also include an approved nutrient management plan and an updated checklist submitted annually, with the updated plan available to the Sawyer County Zoning and Conservation Department upon request.
- (3) **Safety Devices.** All manure storage facilities shall be equipped with safety devices including fences and warning signs intended to protect humans and livestock from the hazards associated with a such facilities. Safety devices shall be designed and installed as required by Technical Standard 313.
- (4) **Abandoned manure storage facility.** Closure of a manure storage facility shall occur when an operation where the facility is located ceases operations, or manure has not been added or removed from the facility for a period of 24 months. Any person who owns a storage facility that has been determined to have been abandoned must lower the level of the facility to an elevation of one foot above the floor of the facility within a period of six months from the date the facility was determined to be abandoned. The abandoned facility shall be subject to Standard 360, Closure of Waste Impoundments. The animal waste shall be uniformly spread on cropland or pasture according to a Nutrient Management Plan.

The owner or operator may retain the facility for a longer period of time by demonstrating

to the ZAC that all of the following conditions are met:

The facility is designed, constructed and maintained in accordance with subsection (2).

Retention of the facility is warranted based on anticipated future use.

- (5) **Existing facilities.** Manure storage facilities that pose an imminent threat to public health, surface water, or groundwater shall be upgraded, replaced, or abandoned in accordance with this section.

Levels of materials in storage facilities may not exceed the margin of safety level.

Sec. 1-4 Standards.

- (1) All standards and specifications for design, construction, and closure of animal waste storage facilities are those in Code 313 "Waste Storage Facility," Code 634 "Manure Transfer," and Code 360 "Closure of Waste Impoundments" of the NRCS Technical Guide.
- (2) The standards for management and utilization of animal waste are those in Code 590 "Nutrient Management" of the NRCS Technical Guide and shall comply with ATCP 50.04(3).

Sec. 1-5 Manure Storage Permits.

- (1) **Permit Required.** No person may undertake an activity subject to this ordinance without obtaining a permit from the ZAC.
- (2) **Exception to Permit Requirement.** A permit is not required for emergency repairs, such as repairing a broken pipe or equipment, leaking dikes, or the removal of stoppages may be performed without a permit. If repairs will alter the original design and construction of the facility, a report shall be made to the ZAC within two working days of the emergency for determination on whether a permit will be required for any additional alteration or repair to the facility.
- (3) **Fee.** All fees under this ordinance are established pursuant to a Fee Schedule duly adopted by the County Board/LCC. Copies of the current fee schedule are kept on file at the Sawyer County Zoning and Conservation Department. A non-refundable permit application fee is payable upon submission of a permit application. Permit fees will double if a facility is constructed or closed prior to issuance of a permit. Separate fees may apply for engineering assistance provided by the county to design a manure storage facility.
- (4) **Manure Storage Facility Construction Plan and Nutrient Management Plan Required.** Each application for a Waste Storage Facility Construction Permit or Waste Storage Facility Closure Permit shall be filed with the ZAC department.

Each application for a Waste Storage Facility Construction Permit under this ordinance shall include a Waste Storage Facility Plan and a Nutrient Management Plan. Plans for the storage facility (including transfer system) and the management of manure shall be prepared in accordance with following requirements:

- (a) A narrative of the general criteria required within Technical Standard 313, and of other applicable Technical Standards including management and site assessments. The narrative should include, but is not limited to:
1. The number and type of animals for which storage is provided, the duration for which storage is to be provided, daily gallons and/or cubic feet of waste and manure produced, bedding type, and manure handling practices.
 2. A description and construction plan of the method of transferring animal waste into and from the facility.
 3. Soil test pit or boring logs and their locations with soil descriptions and test results. Soil test pit or boring criteria should follow Technical Standard 313V.A.2.b and characterize the subsurface (soils, saturation, and bedrock). This includes the elevation of redoximorphic features (mottling), gleyed soil and moisture condition.
- (b) A general location map drawing of the site which shall include:
1. The location of structures in relation to buildings, homes, property lines, roads, wells, karst features, public or private drainage ditches and creeks, flowages, rivers, streams, lakes, or wetlands within one thousand (1000) feet of the proposed facility or system.
 2. The location of any wells within 250 feet of the facility.
 3. The scale of the drawing and the north arrow with the date the general location map was prepared.
 4. The location of any floodplains.
- (c) Engineering design drawings of the manure storage facility or transfer system which shall include:
1. Specific design components that shall comply with Technical Standard 313, and additional applicable Technical Standards such as 634.
 2. A recoverable benchmark(s) including elevation(s) expressed in feet and tenths.
 3. The scale of the drawings and the north arrow. The engineering design drawing shall be drawn to a scale no smaller than one (1) inch equals one hundred (100) feet.
 4. The date the engineering design drawings were prepared.
- (d) The structural details, including but not limited to dimensions, cross-sections, concrete thickness, concrete joint design and placement, design loads, design computations, reinforcement schedules, thickness and placement of groundwater protection liners, and all material specifications.
- (e) Provisions for adequate drainage and control of runoff to prevent pollution of surface water and groundwater.
- (f) A construction site erosion control plan.
- (g) Estimated start of construction and construction schedule.
- (h) A safety plan that identifies hazards to animals and people in the production area, and design features to minimize those hazards.

- (i) An operation and maintenance plan for installed practices.
- (j) A nutrient management plan prepared in compliance requirements of this Ordinance, including sub. (6).
- (k) Other additional information requested by the county to comply with this Ordinance.

(5) **Manure Storage Closure Plan Required.** Each application for a closure permit under this ordinance shall include a site-specific design for closure as specified in Standard 360 of the Technical Guide. The plan shall include:

- (a) A general location map drawing of the manure storage facility which shall include:
 1. The location of the manure storage facility in relation to buildings, homes, property lines, roads, wells, karst features, public or private drainage ditches and creeks, flowages, rivers, streams, lakes, or wetlands within one thousand (1000) feet of the existing facility.
 2. The scale of the drawing and the north arrow.
 3. The date the general location map was prepared.
- (b) A description of the method and specifications in transferring manure into and from the manure storage facility to ensure proper closure of transfer systems.
- (c) Provisions to remove or permanently plug the manure transfer system serving the manure storage facility.
- (d) Provisions to remove and properly dispose of all accumulated manure in the manure facility in compliance with applicable Technical Standards.
- (e) For all waste impoundments, plan requirements and provisions shall be in compliance and consistent with applicable Technical Standards.
- (f) *Use conversion option.* The manure storage facility may be converted to other uses, where as it is demonstrated the conversion will not result in a degradation of ground and/or surface waters or be a threat to public health, safety or general welfare. A detailed description of intended alternative use must be described for all manure storage facility conversions for determination if conversions will be allowed.
- (g) Manure storage facility closures and conversions shall implement safety measures to ensure the protection of the public from hazardous conditions.
- (h) Any other additional information required by the County to protect water quality and achieve compliance with the requirements of this Ordinance.

(6) **Permit Standards**

- (a) **Manure Storage Construction.** Permit applications shall provide sufficient documentation to demonstrate that a new or substantially altered storage facility:

1. Is designed in accordance with the following technical standards:
 - a. Technical Standard 313.
 - b. Technical Standard 634.
- (b) **Manure Storage Closure.** Permit applications under shall provide sufficient documentation to demonstrate that the plan for manure storage facility closure meets Technical Standard 360.
- (c) **Manure and Nutrient Management.** Nutrient management plans shall comply Technical Standard 590, s. ATCP 50.04 (3), Wis. Admin. Code, and s. NR 151.07, Wis. Admin. Code.
- (d) **Other Standards.** Other technical guides such as AWMFH or EFH may be used to evaluate compliance with the requirements of this Ordinance.
- (e) **Incorporation of Standards and Specifications.** All standards and specifications are incorporated by reference and made part of this Ordinance. Any future amendment, revision or modification of the standards or specifications incorporated herein are made a part of this ordinance, unless the LCC specifically affirmatively acts to a different version. Copies of all applicable standards and specifications may be obtained from the Sawyer County Zoning and Conservation Department.
- (f) **Certification.** All permit applications must include a certification provided by a qualified person that designs and plans meet the technical standards and specifications in this subsection.
- (g) **Variiances.** Variances from these standards and specifications can only be granted in accordance with sec. 1-9 of this Ordinance
- (7) **Review of Application.** The Sawyer County Zoning and Conservation Department shall receive and review all permit applications and shall determine if the proposed facility meets required standards set forth in this section. Within 45 calendar days after receiving the completed application and fee, the Sawyer County Zoning and Conservation Department shall inform the applicant in writing whether the permit application is approved or disapproved. If additional information is required, the Sawyer County Zoning and Conservation Department shall so notify the permit applicant. The Sawyer County Zoning and Conservation Department has thirty (30) calendar days from the receipt of the additional information in which to approve or disapprove the application. No construction may commence without the final approval form issued by the Sawyer County Zoning and Conservation Department.
- (8) **Permit Approval Conditions.** All permits issued under this Ordinance shall be issued subject to the following conditions and requirements:
 - (a) Facility and system design, construction, and closure shall be carried out in accordance with the approved plans and applicable standards.
 - (b) Permittees must obtain all required permits and authorizations before commencing construction activities.

Note: DNR and other permits may be needed for construction site erosion control and stormwater management, floodplain and shoreland construction, and livestock facilities with 1,000 or more animal units.

- (c) The permittee shall give five (5) working days written notice to the Sawyer County Zoning and Conservation Department before starting any construction activity authorized by the permit.
- (d) Approval in writing must be obtained from the Sawyer County Zoning and Conservation prior to making any changes or modifications to the approved plans and specifications.
- (e) Following completion of construction and prior to use, an agricultural or civil engineer registered in the State of Wisconsin or DATCP or NRCS or ZAC engineering practitioner and the permittee and, if applicable, the contractor, shall certify in writing on forms provided by the Sawyer County Zoning and Conservation Department that all facilities and systems were installed as planned, including as-built dimensions and changes or modifications as authorized per sub. (8)(d) made during construction.
- (f) The Sawyer County Zoning and Conservation Department shall provide onsite inspection and final approval for all construction projects conducted under a permit issued under this Ordinance. To receive final approval, a manure storage facility must be fully constructed as designed including the marking of the maximum operating level and implementation of all safety devices.
- (g) No permitted manure storage facility may receive manure until the county provides its final approval. No manure may be emptied from permitted manure storage facility until the county approves the nutrient management plan submitted by the applicant.
- (5) **Permit Expiration.** All activities authorized by a permit shall be completed within two (2) years from the date of issuance after which time such permit shall be void.
- (6) **Permit Revocation.** In addition to any other actions authorized under this ordinance, the Sawyer County Zoning and Conservation Department may revoke any permit issued under this Ordinance if the holder of the permit has misrepresented any material fact in the permit application, plan or specification, or if the holder of the permit violates any of the conditions of the permit. The decision of the Sawyer County Zoning and Conservation Department may be appealed to the Board of Adjustment.

Sec. 1-6 Administration and Enforcement

- (1) **Delegation of Authority.** The Sawyer County Board of Supervisors/LCC hereby designates the Sawyer County Zoning and Conservation Administrator as the permitting authority, and delegates the authority to administer and enforce this Ordinance.
- (2) **Administrative Duties.** In the administration and enforcement of this Ordinance, the Sawyer County Zoning and Conservation Department shall:
 - (a) Keep an accurate record of all permit applications, animal waste facility plans, nutrient management plans, permits issued, inspections made, and other official actions.

- (b) Review permit applications and issue permits in accordance with Section 1-5 of this Ordinance.
 - (c) Conduct, or cause to conduct, inspections of manure storage facilities to determine if the facility construction, closure or operation meet the requirements of this Ordinance.
 - (d) Conduct, or cause to conduct, reviews of the nutrient management plans and their implementation.
 - (e) Investigate complaints relating to compliance with the requirements of this Ordinance and act upon the findings in accordance with provisions of this Ordinance.
 - (f) Perform other duties as specified in this Ordinance.
- (3) **Inspection Authority.** The Sawyer County Zoning and Conservation Department, or that person's representative, is authorized to enter upon any lands affected by this Ordinance to inspect the land, and request records to determine compliance with this Ordinance including inspection of sites prior to or after the issuance of a permit and sites with unpermitted storage facilities. See s. 92.07(14), Stats. If permission cannot be received from the applicant or permittee, entry by the Sawyer County Zoning and Conservation Department, or that person's representative may proceed in accordance with Sec. 66.0119, Stats. Refusal to grant permission to enter lands affected by this Ordinance for purposes of inspection shall be grounds for permit denial or revocation. The county may take any action authorized by this Ordinance to enforce this right of inspection.
- (4) **Enforcement Authority.** In addition to the authority to revoke permits specified in this Ordinance, the Sawyer County Zoning and Conservation Department is authorized to issue Stop Work Orders. The Sawyer County Zoning and Conservation Department is authorized to post an order stopping work upon land that has had a permit revoked or on land currently undergoing activity in violation of this Ordinance. Notice is given by both posting upon the land where the violation occurs one or more copies of the order stating the violation, and by mailing a copy of the order by certified mail to the person whose activity is in violation of this Ordinance. The order shall specify that the activity must cease immediately or be brought into compliance within five (5) calendar days.
- (5) Any permit revocation or order stopping work shall remain in effect unless retracted by the appropriate authority (e.g., Board of Adjustment, Land Conservation Committee, the County Zoning and Conservation Administrator, or by a court of general jurisdiction); or until the activity is brought into compliance with this Ordinance. The Sawyer County Zoning and Conservation Department is authorized to refer any violation of this Ordinance or of any stop work order issued pursuant to this Ordinance to the Corporation counsel or district attorney for commencement of further legal proceedings.
- (6) **Abatement Order Authority.** The Sawyer County Zoning and Conservation Department may issue an order to abate any violation of this Ordinance with proper authorization. In the event an offense is not abated as ordered, the county may take such action as is necessary to abate the offense and the cost of such abatement will become a lien upon the person's property and may be collected in the same manner as other taxes.

- (7) **Citation Authority.** Upon receipt of a verified report and request from the Sawyer County Zoning and Conservation Department, the Sheriff or other authorized person shall issue a citation to a violator pursuant to law for violations of this Ordinance.
- (8) **Referral Authority.** The Sawyer County Zoning and Conservation Department may refer a violation of this ordinance to Corporation Counsel to pursue legal action including but not limited to the enforcement of any part of this Ordinance through injunctions or restraining orders.
- (9) **Other Lawful Remedies.** Nothing in this section may be construed to prevent the county from using any other lawful means to enforce this Ordinance.

Sec. 1-8 Violations and Penalties.

- (1) It is unlawful for a person to violate any provision of this ordinance or any condition contained in a permit issued pursuant to this Ordinance.
- (2) It is unlawful for any person to knowingly provide false information, make a false statement, or fail to provide or misrepresent any material fact to a county agent, board, commission, committee, department, employee, officer, or official acting in an official capacity under this ordinance
- (3) It is unlawful for a person to disobey; fail, neglect, or refuse to comply with; or otherwise resist an order issued pursuant to this Ordinance.
- (4) A separate offense is deemed committed on each day that a violation occurs or continues.
- (5) Except as provided in sub. (6), a person will, upon conviction for a violation of this ordinance, shall be subject to a forfeiture listed under County Code of Ordinance, for each violation.
 - (6) The minimum and maximum forfeitures specified in this section are doubled for a person who is convicted of the same violation of this Ordinance within a 24-month period.

Sec. 1-9 Appeals and Variances

- (1) **Appeals.** (a) Under authority of Chapter 68, Stats., the Sawyer County Board of Adjustment, created under Section 59.99, Stats., and under Sawyer County Code of Ordinances, and acting as an appeal authority under Section 59.99(7)(a), Wis. Stats., is authorized to hear and decide appeals where it is alleged that there is error in any order, requirement, decision, or determination by the Sawyer County Zoning and Conservation Department in administering this Ordinance.
 - (b) Any person having a substantial interest, which is adversely affected by the order, requirement, decision, or determination made under this ordinance may file an appeal.
 - (c) All appeals shall specify written evidence and the reason for the request, including which requirements from this Ordinance are involved, and shall be filed via certified mail.
 - (d) The Board of Adjustment shall set a meeting to hear the appeal within ten (10) calendar days of receipt of the appeal.
 - (e) A written decision shall be mailed to the appellant within thirty (30) days of the appeal. The decision will affirm, deny, or modify the initial determination.

- (f) The rules, procedures, duties, and powers of the Board of Adjustment and Chapter 68, Wis. Stats., shall apply to appeals filed under this section.
- (2) **Variations** (a) The (LCC or other authority) may upon appeal authorize a variance from the requirements of this ordinance when, upon showing by the applicant, unnecessary hardship would result from literal enforcement of this Ordinance.
 - (a) A variance shall:
 - 1. Be consistent with the spirit and purpose of this ordinance.
 - 2. Be based on unique circumstances and not to the general conditions of the area.
 - 3. Not be granted for a self-created hardship.
 - 4. Not permit an activity or practice that may fail structurally or otherwise and cause significant water pollution or other off-site impacts.
 - 5. Not be granted if the variance will result in an outcome that is contrary to the public interest and be damaging to the rights of other persons.
 - 6. Not be granted solely on the basis of economic gain or loss.
 - 7. Not be granted solely on the fact that certain conditions existed prior to the effective date of the ordinance
 - (b) No variance from the standards in Technical Guide may be approved unless the county receives a variance or waiver from the technical standards through the NRCS or other qualified engineering authority. If public funds are involved, this may be a program requirement.

Permits issued for October 2019

<u>Item</u>	<u>Month Total</u>	<u>YTD</u>	<u>Last YTD</u>
Soil Test	27	188	179
Sanitary	39	278	267
Land Use	61	462	394