



Sawyer County

Agenda

Land, Water, & Forest Resources Committee Meeting
Wednesday, July 8, 2020 @ 8:30 AM
Assembly Room

Page

1. PUBLIC ACCESS TO VIRTUAL MEETING

- a. From computer, iPad, Android device, click on this link to join the
Please click the link below to join the webinar:
<https://zoom.us/j/99719807086>
Or dial this telephone number for listen only: 312-626-6799
Webinar ID: 997 1980 7086

2. CALL TO ORDER

3. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW

4 - 6

- a. [current meeting notice](#)

4. PLEDGE OF ALLEGIANCE

5. PUBLIC COMMENTS

6. MINUTES FROM PREVIOUS MEETING

7. EVENTS - DISCUSSION AND POSSIBLE ACTION

8. SAWYER COUNTY TREASURERS DEPARTMENT

9. LAND RECORDS AND COUNTY SURVEYOR DEPARTMENT REPORT

10. SAWYER COUNTY FORESTRY DEPARTMENT

- a. Nordic Kids Storage shed proposal (Action Item)
[NK storage building plan](#)
- b. VERSO Mill closure resolution (Action Item)
[Verso Mill resolution](#)

7

8 - 9

- 10 - 11
 - c. Event fee resolution (Discussion/Possible action item)
[Trail Fees](#)
 - d. Update on 15 year Forestry Plan and Outdoor recreation Plan schedule and procedures (Information Only)
- 12 - 38
 - e. 15 year plan Chapters 100-200 draft review (discussion)
[Chapter 100](#)
[Chapter 200](#)
- 39 - 63
 - f. Update on the Birkie OO land lease/MOU (information Only)
[2020-06-26 CLEAN Memorandum of Understanding](#)
[2020-06-26 CLEAN Ground Lease Birkie OO Building Ground Lease](#)
 - g. Recreational Trails Report
Motorized
Non-motorized
 - h. County Forestry Report
 - i. DNR Forestry Report

11. ZONING/ CONSERVATION DEPARTMENT

- 64
 - a. Watercraft Decontamination Ordinance (Information/Discussion Only)
 - b. County Report
[Permits issued for June](#)
 - c. USDA report
 - d. LCO report

12. OTHER TOPICS FOR DISSCUSSION

13. FUTURE TOPICS

- a. Schedule CAFO public hearing for potential moratorium
*Note if/when public hearing date is decided the public hearing will be to gather feedback on whether the County should even start the process of the moratorium and enabling legislation ordinances.

14. 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
10610 Main Street, Suite 10
Hayward, Wisconsin 54843
cwilliamson@sawyercountygov.org
telephone 715.634.4866
toll free 877.699.4110



July 2, 2020 (8:05 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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Meetings schedule subject to change due to COVID-19

Public Access to meeting:

Links and telephone instructions to virtual meetings are provided on each committee meeting agenda on our website at sawyercountygov.org > Government > Agendas & Minutes.

NOTICE IS HEREBY GIVEN, pursuant to section 19.84, Wisconsin Statutes, that:

The **Public Safety Committee** of the Sawyer County Board of Supervisors will meet on Thursday; July 2, 2020; at 8:30 a.m.; in the Assembly Room of the Sawyer County Courthouse. The agenda will include: Meeting agenda; Public Comments; Minutes of June 4, 2020 meeting; 2nd Amendment Resolution-Discussion and possible action; Second Courtroom options including Fifth Street-Discussion and possible action; Judge's report; Clerk of Court's Office reports; District Attorney's Office report; Child Support Department Report; Sheriff's Department report, including Jail report, Patrol Report, and Animal Control report; Coroner's report; Emergency Management Department report, including Communications System Report; Criminal Justice Coordinating Council update, Ambulance Service Department report; Future Agenda Items; Correspondence, Reports from Conferences and Meetings, other matters for Discussion Only

The **Economic Development and University of Wisconsin-Extension Committee** of the Sawyer County Board of Supervisors will meet on Monday; July 6, 2020; at 8:30 a.m.; in the Assembly Room of the Sawyer County Courthouse. The agenda will include: Meeting agenda; Public Comments; Minutes of June 8, 2020 meeting; Sawyer County Agricultural Fair Association report; University of Wisconsin-Extension Department report; Hayward Area Visitor and Convention Bureau report; Northwest Regional Planning Commission report; Economic Development Corporation report; Future Agenda Items; Other matters for discussion only.

The Sawyer County **Health and Human Services Board** will meet on Tuesday; July 7, 2020; at 6:30 p.m.; in the Assembly Room of the Sawyer County Courthouse. The agenda will include: Meeting agenda; Minutes of June 9, 2020 meeting; Audience Recognition; Public Hearing on HHS 2021 Budget; Committee Member Orientation; Committee Reports from LCO Liaison and Senior Resource Center; Public Health – Coronavirus Update; Fiscal including 2021 HHS Budget, Mental Health

Hospitalization resolution (Possible Action), Budget Performance Report, Purchase Service Recap, and Residential Collection Procedure (Possible Action; Any items for discussion only)

The Sawyer County **Land, Water, and Forest Resources Committee** will meet on Wednesday; July 8, 2020; at 8:30 a.m.; in the Assembly Room of the Sawyer County Courthouse. The agenda will include: Meeting agenda; Public Comments; Minutes of June 10, 2020 meeting; Events – Discussion and possible action; Sawyer County Treasurers Department; Land Records and County Surveyor Department Report; Sawyer County Forestry Department – Nordic Kids Storage shed proposal (action item), VERSO Mill Closure resolution (Action Item), Event fee resolution (Discussion/Possible action item), Update on 15 year Forestry Plan and Outdoor recreation Plan schedule and procedures (Information Only), 15 year plan Chapters 100-200 draft review (discussion), Update on the Birkie OO land lease/MOU (information Only), Recreational Trails Report, County Forestry Report, DNR Report; Zoning/Conservation Department – Watercraft Decontamination Ordinance (Information/Discussion Only), County Report, USDA report, LCO report; Other topics for Discussion; Future Topics – Schedule CAFO public hearing for potential moratorium *Note if/when public hearing date is decided the public hearing will be to gather feedback on whether the County should even start the process of the moratorium and enabling legislation ordinances.

The **Public Works Committee** of the Sawyer County Board of Supervisors will meet on Wednesday; July 8, 2020; at 6:30 p.m.; in the Assembly Room of the Sawyer County Courthouse. The agenda will include: Meeting agenda; Public Comments; Minutes of June 10, 2020 meeting; Sawyer County Airport report, including Hayward Aviation (contracted Airport management) report including report of Entitlements, Ramp and Hanger Taxi-Lane Restoration Resolution-Discussion and possible action: Received, spent, and remaining; Highway Commissioner's report, including Fund Balance and Overtime Report, Award of asphalt bids for Local Road Improvement Projects; Maintenance Department report, including Project report and Southern Ambulance Station, Second Courtroom options including possible California Avenue extension and use of Fifth Street – Discussion and possible action; Future Agenda Items; Other matters for discussion only.

The **Finance Committee** will meet on Thursday; July 9, 2020; at 8:30 a.m.; in the Assembly Room of the Sawyer County Courthouse. The agenda will include: Meeting agenda; Public Comments; Minutes of June 11, 2020 meeting; COVID-19 Budget Update; 2020 Cash Flow Projection; 2021 Budget Update; Sales Tax Revenue Analysis; Resolution to Commit County Share of Funds to the 2021 Airport Improvement Project; Acquiring a Municipal Advisor Update; Update on Account Receivable Balances; Supplemental Information including the Treasurer's financial report and the sales tax report; Future Agenda Items; Other matters for discussion only.

The **Administration Committee** will meet on Thursday; July 9, 2020; at 10:00 a.m.; in the Assembly Room of the Sawyer County Courthouse. The agenda will include: Meeting agenda; Public Comments; Minutes of June 11, 2020 meeting; Veterans Service Department report; Information Technology Department report; Human Resources Report; County Administrator's report; Second Courtroom Options and funding – Discussion and possible action; Future Agenda Items; Other matters for discussion only.

The **Hazard Mitigation Planning Committee and LEPC of Sawyer County** is holding a public open house on Wednesday, July 15, 2020; at 9:00 a.m.; in the Assembly Room at the Sawyer County Courthouse; The purpose of the open house is to discuss the update of the Hazard Mitigation Plan, describe the work completed to date, and highlight some of the hazards that could present the greatest risks to the county. Questions or comments regarding this public open house should be directed to Pat Sanchez at the Sawyer County Emergency Management Office (715) 634-2004.

The **Sawyer County Board of Supervisors** will meet on Thursday; July 16, 2020; at 6:30 p.m., in the Large Courtroom of the Sawyer County Courthouse. The agenda for the meeting will be provided on the Friday before the meeting.

The **Zoning Committee** of the Sawyer County Board of Supervisors will meet on Friday; July 17, 2020; at 8:30 a.m.; in the Large Courtroom of the Sawyer County Courthouse. The Zoning Department provides notice of Zoning Committee meetings, including agenda items.

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, Village of Winter, and Town of Winter for posting

TREATED FLOOR

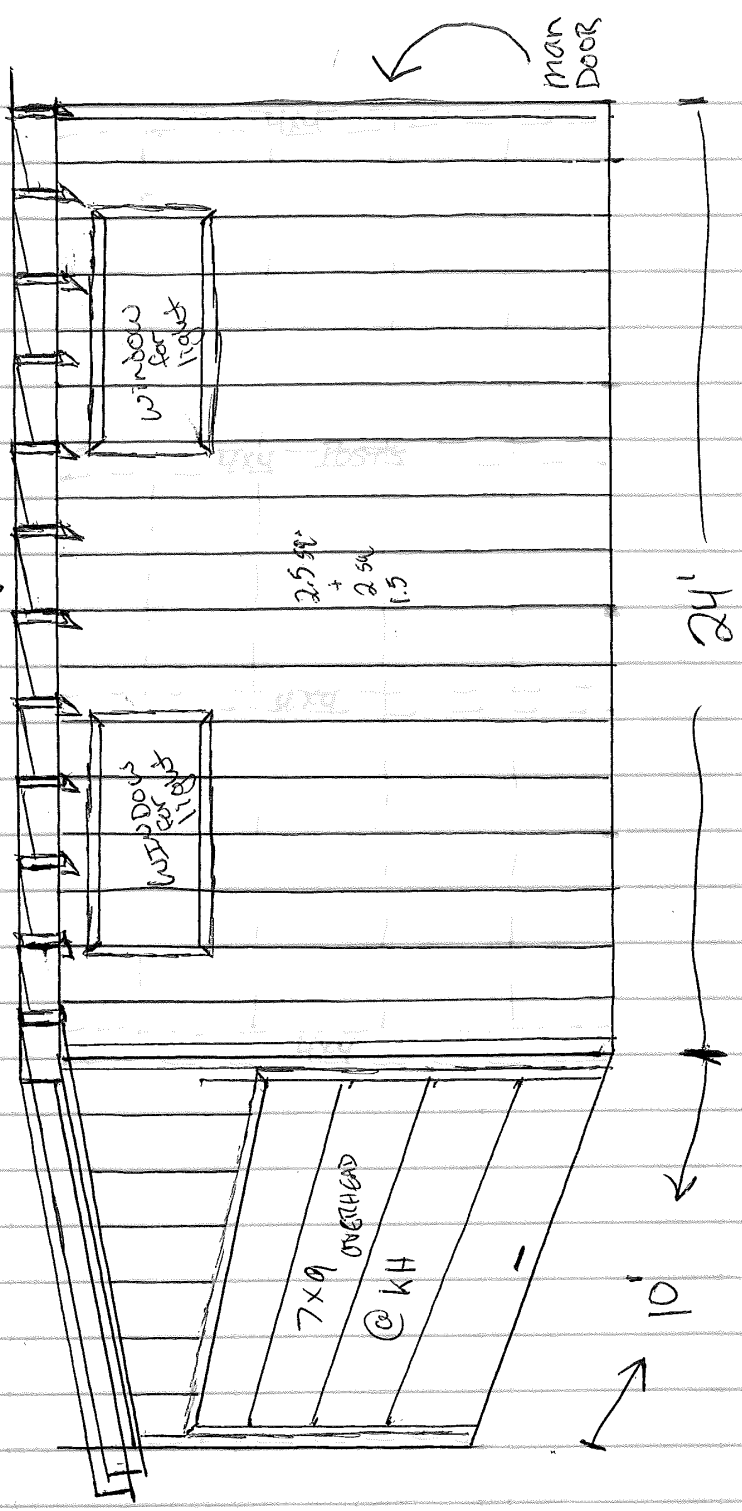
- 19-2x8x10' Joists
- 2-6x6x16' SKIDS
- 2-6x6x8' SKIDS
- 2-2x8x16' BAND BAND
- 2-2x8x8' BAND BAND
- 8-3/4" Ply FLOOR
- Box 16d galv. nails
- Box 8d galv. nails

NORDIC KIDS SHED

10x24 (based on Length of METAL ROOFING)

- Rough Lumber
- 9-4x4 posts 10
 - 300-LV of 2x4 (16'@)
 - 21-2x8x12' rafters
 - 2-2x10x16' headers
 - 2-2x10x8' headers
 - 1-2x10x10' header
 - 168-LV of 2x4 (Perkins)
 - 65ft. of 1x8 SIDING (90ps 1x8x10')
 - +90 SHIPSO 25-1x8x10

Metal Roof



Resolution _____

RESOLUTION REGARDING IMPLICATIONS OF VERSO MILL CLOSURES

WHEREAS, On June 9, 2020 Verso announced the idling of their Duluth, MN and Wisconsin Rapids, WI pulp and paper mills by the end of July 2020 for an indefinite period, and

WHEREAS, the idling of these mills will directly impact 1,000 workers and indirectly affect thousands more across the state of Wisconsin that support the mills through related forestry, forestry product work and various support industries, and

WHEREAS, it is understood that the organized and scheduled events using the Trails generate a significant positive economic impact for the County;

WHEREAS, the prolonged closure of these mills will negatively affect national, state, county and private landowners financially and has the potential to affect the ability to continue proper silviculture techniques on those lands to maintain a healthy forest structure, and

WHEREAS, the Wisconsin Rapids, WI mill utilizes over 25% of all pulpwood produced in the state of Wisconsin, and

WHEREAS, the forest products industry is the number 3 employer in Sawyer County based on number of employees, and

WHEREAS, 30% of total pulpwood on active timber sales in Sawyer County is hardwood pulp, of which 50% would be consumed at the Wisconsin Rapids mill, and

WHEREAS, timber revenue from the Sawyer County Forest reduces the County levy, and the loss of this income will financially affect the citizens of Sawyer County and the public services available to them, and

WHEREAS, a similar impact will be felt by nearly every County operating a County Forest for timber production.

NOW, THEREFORE, BE IT RESOLVED, the Sawyer County Board of Supervisors ask that the Governor and Legislature direct that assistance be provided in any way possible to allow continuation of mill operations and/or financial assistance be considered to support the direct loss of jobs, as well as assistance for other industries impacted by the closure.

BE IT FURTHER RESOLVED, that the State of Wisconsin work with Counties to identify new markets for forest products and provide flexibility and assistance to replace lost revenues

The Sawyer County Board of Supervisors hereby adopts this Resolution on this 16th day of July, 2020.

Tweed Shuman
Sawyer County Board of Supervisors Chairman

Carol Williamson
Sawyer County Clerk

The content of this Resolution was recommended for adoption by the Sawyer County Board of Supervisors at its meeting on July 16, 2020 by this Sawyer County Land, Water, and Forest Resources Committee on July 8, 2020.

Bruce Paulsen, Chair

Ron Buckholtz, Vice Chair

Susie Taylor

Marc Helwig

Jesse Boettcher

Resolution _____

RESOLUTION TO NOT CHARGE AN EVENT FEE FOR USE OF THE COUNTY FOREST TRAILS

WHEREAS, Sawyer County (the “County”) owns real property that is open to public use for motorized and non-motorized trails in the County forest (collectively, the “Trails”);

WHEREAS, various groups, clubs and associations use the Trails for organized and scheduled events that result in economic benefit to the County;

WHEREAS, it is understood that the organized and scheduled events using the Trails generate a significant positive economic impact for the County;

WHEREAS, it is understood that other communities pay an event organizer to hold events in their communities due to the economic benefits that the community derives from such events;

WHEREAS, the County voted to previously suspend fees for Trail usage; and

WHEREAS, the subject matter of this Resolution was again reviewed and discussed at the County Land, Water and Forest Resources Committee on July 8, 2020, and the County Land, Water and Forest Resources Committee voted to recommend to the County Board of Supervisors that the County Board of Supervisors approve subject matter of this Resolution.

NOW, THEREFORE, BE IT RESOLVED, the Sawyer County Board of Supervisors determines the following:

1. The Recitals set forth above are incorporated into the Resolution and shall be used not just for reference.
2. The County shall will not charge any event fee to individuals or organizations using the Trails for scheduled or organized events in light of the significant economic benefit such events bring to the County.
3. This Resolution does not modify or amend any other portion of the Sawyer County Ordinances except to the extent of direct conflict with the provisions set forth herein. Nothing in this Resolution prevents the County from requiring an event permit or administrative review and approval of an event.

Financial Impact, Resource Development Fund loses about \$5,000 in revenue.

The Sawyer County Board of Supervisors hereby adopts this Resolution on this 16th day of July, 2020.

Tweed Shuman
Sawyer County Board of Supervisors Chairman

Carol Williamson
Sawyer County Clerk

The content of this Resolution was recommended for adoption by the Sawyer County Board of Supervisors at its meeting on July 8, 2020 by this Sawyer County Land, Water, and Forest Resources Committee on February 12, 2020.

Bruce Paulsen, Chair

Ron Buckholtz, Vice Chair

Susie Taylor

Marc Helwig

Jesse Boettcher

SAWYER COUNTY FOREST COMPREHENSIVE LAND USE PLAN

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100 MISSION STATEMENT

The mission of the Sawyer County Forest is to manage the natural resources and facilities of the Sawyer County Forest in order to provide economic, social, and ecological benefits to current and future residents of Sawyer County and the State of Wisconsin. Grow, sell, and harvest timber on a sustainable basis employing current science-based forestry principles in order to provide income to Sawyer County, and the Townships containing County Forest and in order to provide direct and indirect employment on a local and region wide scale. Provide a broad range of sustainable recreational opportunities to foster the local tourism industry in order to serve the desires of the general public and to encourage healthy lifestyles for our citizens. Ensure the sustainability or enhance natural resources including soils, waterways, wetlands, groundwater, and a broad base of flora and fauna. Protect rare or other unique resources from degradation, destruction, or over-consumption. Cooperate with other public and private entities or groups to achieve the mission.

**105 GOAL OF THE COUNTY FOREST COMPREHENSIVE LAND USE PLAN
(Hereafter referred to as the “Plan”)**

To administer the County Forest program consistent with the mission statement and the purpose and direction of the County Forest Law as stated in s. 28.11, Wis. Stats., giving consideration to input from citizens and groups. The purpose of the County Forest Law being:

“ ... to provide the basis for a permanent program of county forests and to enable and encourage the planned development and management of the County Forests for optimum production of forest products together with recreational opportunities, wildlife, watershed protection and stabilization of stream flow, giving full recognition to the concept of multiple use to assure maximum public benefits; to protect the public rights, interests and investments in such lands; and to compensate the counties for the public uses, benefits and privileges these lands provide; all in a manner which will provide a reasonable revenue to the towns in which such lands lie.”

110 COUNTY FOREST COMPREHENSIVE LAND USE PLAN

SAWYER COUNTY FOREST COMPREHENSIVE LAND USE PLAN POLICY

This plan shall incorporate or reference all official County Forest policies, pertinent county regulations, planning documents and the needs and actions for the period 2021 through 2035.

This plan is the authority for management on county forest lands enrolled under Wisconsin County Forest Law s.28.11. This plan may be encompassed within required local planning efforts.

110.1 MANAGEMENT PLANNING

OBJECTIVES

Management planning shall be used to establish objectives, policies, procedures, rules and regulations, and to promote an efficient and orderly program of development and management of the County Forest in the interest of:

1. Determining needs and priorities.
2. Achieving goals set forth in the mission statement of this plan.
3. Satisfying the statutory requirements of s. 28.11, Wis. Stats.
4. Satisfying requirements for participation in various state and federal aid programs.
5. Providing broad long-term and detailed short-term guidelines for actions.

110.2 DEVELOPMENT OF THE PLAN

Section 28.11, Wis. Stats., places the responsibility for the plan development on the Committee with technical assistance from the Department and other agencies. The County Forest Administrator will take the lead at the committee's request. During development of the plan public participation should be utilized to provide for public participation throughout the planning process. Public participation and inputs into the plan should consider s. 28.11, Wis. Stats., which governs the County Forest program and provides the sideboards to which this plan must adhere.

Sawyer County's public participation process includes the following:

Sawyer County Forestry Department will prepare the initial draft chapters with the assistance of a citizen advisory committee where appropriate. Individual draft will be presented to the Land, Water, and Forest Resources committee for review. After approval of the draft by the committee the chapters will be posted on the Sawyer County website for a 30 day review period. Interested citizens may submit comments to the Sawyer County Forestry Department via e-mail, US mail, phone call or in person throughout the development of the plan.

110.3 APPROVAL OF THE PLAN

Comments received should be given consideration during plan development. The Committee will then present the plan to the County Board for their approval. Following County Board approval, the plan will then be forwarded to the Department for approval of the plan by the DNR is required by s. 28.11(5)(a), Wis. Stats.

110.4 DISTRIBUTION OF THE PLAN

Each member of the County Board will have access to a copy of the plan at the time of initial review and approval. Updated official copies will be maintained by the Forest Administrator and available electronically.

Plan and future amendments will be: Electronic versions of the plan or plan amendments or electronic links to the documents will be distributed to the following:

1. Department of Natural Resources - Liaison and County Forest Specialist.
2. Executive Director- Wisconsin County Forest Association.

110.5 UPDATING THE PLAN

Necessary changes in policy and procedure will be incorporated into the plan by amendment as required. Amendments to the plan will require approval by both the County Board and the Department of Natural Resources as stated in s. 28.11(5)(a), Wis. Stats. Changes to official County Forest Blocking map require County Board approval. The annual county board approved work plan, budget, and annual accomplishment report are appended to the plan and do not require official DNR approval. In addition, changes to Chapters 1000, 2000, 3000,

4000 do not require a plan amendment or official DNR approval, with the exception of the official County Forest Blocking map.

110.6 COORDINATION WITH OTHER PLANNING

The development of this plan and any future amendments to this plan will include considerations, and if warranted, participation in other local and regional planning efforts.

115 FOREST RESOURCE PLANNING

The Committee will utilize procedure as set forth in the Department of Natural Resources Public Forest Lands Handbook no. 2460.5.

Silviculture Guidance, supported by Wisconsin's forestry community and Silvicultural Guidance Team may be referenced in forest management activities. WisFIRS will be utilized as the primary tool for forest management planning decisions. Additional resources such as forest habitat type classification, soil surveys, and DNR's Best Management Practices for Water Quality guidelines may be utilized in management decisions.

115.1 FOREST CERTIFICATION GROUP ADMINISTRATION

As the certification group manager, the Department of Natural Resources will be responsible for overall administration of third-party certification efforts. The DNR County Forest Specialist will work in close cooperation with the Wisconsin County Forests Association in coordinating this effort. The group manager's responsibilities will include:

- Record keeping of certification
- Coordinating communication with the certification auditing firms
- Reporting and payment of fees
- Processing new entries and departures from the groups
- Internal compliance monitoring
- Dispute resolution

Detail on the certification group administration is maintained in the Public Forest Lands Handbook.

115.2 FOREST CERTIFICATION

Sawyer County's Commitment to Sustainable Forestry

Our county forests provide a vital contribution to the State and the world by providing economic, environmental and social benefits important to our quality of life. Sawyer County believes that accomplishing such sustainable forestry requires a commitment and partnership from all the groups and individuals that benefit from these public lands.

Sawyer County's Commitment

Within the scope of the Wisconsin County Forest Law and the County Forest Comprehensive Land Use Plan, Sawyer County will implement forestry practices that promote forest sustainability and multiple use of the forest. In the management of the Forest that will include the sustainable harvest of forest products, the protection of special sites, wildlife, plants, water quality and aesthetics.

All forestland owners have a responsibility to provide sound forest stewardship. Sawyer County will work in cooperation with the Department of Natural Resources (DNR) and other natural resources groups / agencies in providing sustainable forestry information to those landowners and individuals impacting forest sustainability in Wisconsin. We will support research efforts to improve the health, productivity, and management of forestlands both internally and through cooperative efforts. In managing the Sawyer County Forest, a spectrum of forestry practices will be employed to achieve our sustainable forestry objective. Both intensive and more extensive forest management techniques will be used to provide for wildlife, forest products, recreation, aesthetics, water quality, aesthetics and ecosystem maintenance. In keeping with this responsibility Sawyer County is committed to FSC and SFI Certification.

120 COUNTY AUTHORITY

The County Forest Comprehensive Land Use Plan is the official County Forest authority. The Land, Water, and Forest Resource Committee of the County Board enforces the regulations governing the use of the County Forest.

120.1 ORDINANCES

The county ordinances that apply to the administration and management of the Sawyer County Forest can be found in Chapter 1000, Section 1005.2. In addition, the following will be considered in planning process.

- County Owned Land Ordinance
- Zoning ordinance
- Floodplain Zoning ordinance
- Shoreland-Wetland Protection Ordinance
- Non-Metallic Mining Ordinance
- Non-Metallic Mining Reclamation Ordinance

125 HISTORY

125.1 STATEWIDE HISTORY AND DEVELOPMENT

In 1927, the State Legislature passed the Forest Crop Law, authorizing counties to create county forests. An opinion of the Attorney General with reference to the Forest Crop Law stated that the counties would be exempt from the owner's share of annual tax. In 1929 the law was amended to create the County Forest Reserve Law. In 1963, several major revisions were made, creating the County Forest Law s28.11. The most notable change was the creation of a permanent program of forests that would be managed in accordance with a 10 Year Comprehensive Land Use Plan developed by the county, with the assistance of the Department of Natural Resources. Several grants and loans were created and remain available to counties to compensate for public uses of these county forest lands as stipulated in s28.11. To fulfill additional statutory obligations acreage share payments to towns are currently \$.30/acre, and towns with county forest land receive a minimum of 10% of the stumpage revenue from their respective County Forest each year.

In 2020, twenty-nine counties in Wisconsin owned approximately 2.4 million acres entered under the County Forest Law.

125.2 SAWYER COUNTY FOREST HISTORY AND DEVELOPMENT

1932: A County resolution was adopted designating the County Forest reserve Units. The units established were the Namekagon, Totogatic, Lake Chetac North, Lake Chetac South and the Thornapple Forest Reserve Units. At the time, the County Conservation Committee was placed in charge of the administration of these lands. They were also authorized to select some individuals to supervise activities on the Forest. The first Administrator was given title of County Trespass Officer. He was to be responsible to the Conservation Committee and to work in cooperation with the Wisconsin Conservation Department.

March 18, 1933: The first application was made by Sawyer County to enter non-agricultural County lands under the State Forest Crop Law and the County Forest Reserve Law. These lands were to be designated by the Conservation Committee, Agricultural Committee and Tax Deed Lands Committee.

1932-1941: An important development in the history of the Sawyer County Forest was the establishment of the Smith Lake Civilian Conservation Corps (CCC) Camp, located in Section 8, Township 42 North, Range 7 West. This camp was started in 1932 and closed down in 1941. The Federal CCC program employed young men who worked hard planting trees and improving the Forest and Forest infrastructure. Among the accomplishments on the Sawyer County Forest were 4,688 acres of trees planted and 4,237 acres of timber stand improvements. Other projects included white pine blister rust control, construction of fire towers, telephone lines, fire lands and firebreaks.

1933: The total acreage of Sawyer County land entered under the Forest Crop Law was 37,622 acres.

1934: The first County Forest ordinance was adopted.

1937: The first recorded County Forest withdrawals occurred.

1939: Portions of Section 21, Township 42 North, Range 8 West were withdrawn for

purposes of exchanging land to obtain flowage rights on the Totogatic Flowage. Also, in 1939, upon recommendation of the State and resolution of the County Board, County lands within the boundaries of the Flambeau River State Forest were traded for State lands within the boundaries of the Sawyer County Forest. At this time, the Sawyer County Forest was in excess of 70,000 acres.

1941: Starting about this time, lands that could be purchased for a reasonable price within the County Forest boundaries were acquired. Among the lands acquired was the Hans Thompson property in Section 7, Township 42 North, Range 7 West. These purchased lands, together with lands acquired through tax delinquency were entered under the Forest Crop Law.

1947: A resolution was adopted that all fire lanes in Sawyer County maintained by the State be turned over to Sawyer County to be maintained and operated under the direction and supervision of the Sawyer County Conservation Committee. Later, many of these roads were turned over to the individual Townships to be entered under the Town Road Systems.

1964: The total acreage of the Sawyer County Forest was 113,079 acres.

1960's: First snowmobile trail was developed.

1973: Johnson Timber chipping mill opens just outside Hayward, increasing demand for nearly unmarketable aspen timber.

1976: The County receives a Federal grant to develop a skiing and hiking trail. The trail eventually becomes known as the American Birkebeiner Trail.

1979: Louisiana-Pacific wafer board plant constructed, greatly increasing demand for aspen timber resource.

1979: American Birkebeiner Trail widened to present width.

1988: First funded ATV trails developed.

1993: First Chequamegon Area Mountain Bike Association (CAMBA) trail developed.

1993: County Forest gross timber sale revenue reaches \$255,586

2001: County Forest gross timber sale revenue exceeds \$1,000,000 for the first time with gross timber sale receipts of \$1,072,162.

2005: County Forest gross timber sale revenue exceeds \$2,000,000 for the first time with gross timber sale receipts of \$2,094,267.

2008: Sawyer County completes land purchase of 1398 acres from Board of Commissioners of Public Lands, parcels located within the Edgewater and Totogatic Blocks of County Forest bring total acreage of Sawyer County Forest to 115,197 acres.

2015: County Forest gross timber sale revenue exceeds \$3,000,000 with gross timber sale receipts of \$3,247,738.

125.3 WISCONSIN COUNTY FORESTS ASSOCIATION

Sawyer County is a member of the Wisconsin County Forests Association, Inc. (WCFA). This Association was incorporated on May 15, 1968 under Chapter 181 of the Wisconsin Statutes, without stock and not for profit. The WCFA Board of Directors is composed of fifteen delegates elected from County Forestry Committees who are members of the Association and two members at large.

WCFA provides a forum for consideration of issues and policy that are common to all of the county committees responsible for their respective County Forest programs, including those programs encompassed under s. 28.11 and chapter 77, Wis. Stats. WCFA also provides leadership and counsel to County Forest administrators and forestry committees through regular meetings and active committees on legislative and recreational issues. WCFA develops and implements a strategic plan. The organization's mission statement is as

follows:

Wisconsin County Forests Association provides leadership uniting the interests of the world's largest county forest program while ensuring long term forest health and sustainability.

125.4 TRENDS

The values and uses of the Sawyer County Forest contribute significantly to fulfilling many of society's ecological and socioeconomic needs now and in the future. Changing trends will impact the values and uses of the Forest in coming years.

- Wisconsin's forests are naturally changing due to forest succession. Most of the County Forest acreage statewide is a result of regeneration or planting from the early to mid-1900's. Mid to late successional northern hardwood forests are replacing the early successional aspen-birch, oak and jack pine forests of the 1940's through the 1970's. The aspen cover type is key habitat for many of the state's premier game species including deer, ruffed grouse, snowshoe hare and woodcock. The county forest system currently has 15% of the State's public land base and 24% of the aspen resource.
- Conflict over timber management practices will likely continue to increase as more individuals and groups demand greater involvement in forestry decisions. Practices such as clearcutting and even-aged management will continue to be controversial. Efforts to educate the public on the merits of these sound forest management techniques will continue.
- Sawyer County may experience funding problems as municipalities are being required to provide more services with less money. Potential losses of revenue from decreased shared revenues and resistance to tax increases may make county timber revenues increasingly important to the finances of county governments. This is complicated by increasing public pressure to reduce timber harvests on county forests.
- Increasing knowledge about a wider variety of species and their habitat needs is leading to a growing list of threatened and endangered species. This could lead to improvements in managing the forest and mitigating impacts to these species. Mitigating measures have the potential to impede recreational and forest management

activities. Refer to Chapter 800 (840) for specifics on this subject.

- Invasive exotic species pose an ever-increasing threat to the County Forest. Gypsy moth, Asian long-horned beetle, garlic mustard, buckthorn, honeysuckle have all gained a foothold in Wisconsin's forests. Refer to Chapter 600 (610) for specifics on this subject.
- The Forest is considered to be an outdoor classroom serving all age groups. It consists of diverse communities with a large variety of plant and animal life giving ample opportunity for study and observation.

125.5 PROTECTING THE PUBLIC RESOURCE

As stated in State Statute 28.11 (1), the county forest program enables and encourages “the planned development and management of the county forests for optimum production of forest products together with recreational opportunities, wildlife, watershed protection and stabilization of stream flow, giving full recognition to the concept of multiple-use to assure maximum public benefits to protect the public rights, interests and investments in such lands; and to compensate the counties for the public uses, benefits and privileges these lands provide; all in a manner which will provide a reasonable revenue to the towns in which such lands lie.”

COUNTY FOREST COMPREHENSIVE LAND USE PLAN

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DRAFT

CHAPTER 200

GENERAL ADMINISTRATION

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200 GENERAL ADMINISTRATION

Objectives

1. To comply with and implement the provisions of the County Forestry Ordinance.
2. To administer and manage the County Forest in accordance with s. 28.11, Wis. Stats.
3. To cooperate with the Department of Natural Resources and other agencies and organizations in the interest of furthering the optimum management of the forest on a sustainable basis.
4. To provide adequate financial support for the program by using county designated revenues and appropriations, along with funds available from federal and state sources.
5. To maintain an adequate system of accounts, records and reports for the orderly administration of the forest and evaluation of program needs and implementation.
6. To facilitate the administration of the forest by authorizing personnel, equipment and facilities necessary to assist the Committee and the administrator in carrying out their duties.

205 ROLES

Sawyer County has a board of supervisors with 15 elected members. The County employs an Administrator to coordinate and direct all administrative and management functions of the county government. 5 County Board Supervisors and 1 Farm Bureau representative are assigned to serve on the Land, Water, and Forest Resource Committee.

The County and the Department have a mutual interest in administration of the County Forest. It shall be the policy of the County Board through the Land, Water, and Forest Resources Committee to cooperate with county and Department personnel in carrying out the program on the county forest. The County/Department roles are further defined in the Public Forest Lands Handbook, 2460.5.

205.1 COUNTY BOARD OF SUPERVISORS

Powers of the Sawyer County Board, relative to the management of county forest lands are defined in s.28.11(3) and additional authority may include:

- Approval of Forestry Department Annual Work Plan.
- Adoption of budget and amendments.

- Approval of grants and loans.
- Approval of land acquisitions.
- County Forest ordinances.
- Ordinances

205.1.1 Land, Water, and Forest Resources Committee

The Board of Supervisors assigns the administration of the County Forest to the Land, Water, and Forest Resources Committee as detailed below.

1. Preparation of an annual work plan for the ensuing calendar year to be presented for the Board's approval.
2. Review budget for department, provide recommendations to the County Administrator about proposed changes to the budgets submitted by the department.
3. Establishment and maintenance of the facilities necessary to conduct forest operations.
4. Negotiations for and acquisition of lands necessary to further the objectives of the county forest.
5. Review and approval of all proposed recreation projects on the county forest lands.
6. Cooperation with the Department of Natural Resources on all matters pertaining to natural resource management on the county forest.
7. Participation in all other activities involved in the execution and administration of forestry operations in the county forest program.
8. Employ personnel to administer and implement the county forest program.
9. Hold committee meetings as necessary to carry out the above duties.

205.1.2 Forest Administrator

1. The Forest Administrator will act as the agent of the committee and will carry out its directions, as well as execute assignments outlined in the comprehensive plan, and an annual plan, all within the framework outlined in s. 28.11, Wis. Stats.
2. The Forest Administrator will prepare an agenda for and will be present at all Land,

Water, and Forest Resources Committee meetings.

3. The Forest Administrator will record minutes of each meeting and distribute as appropriate, as well as maintain a permanent minutes record.
4. The Forest Administrator will serve as the Director of the Forestry Department in coordinating the programs of work of staff members and other matters as directed by the Committee.
5. The Forest Administrator will supervise the timber sale program, tree planting, site preparation, timber stand improvement, road and firebreak construction and maintenance, land acquisition, entry and withdrawal of county forest lands, trespass investigations, recreation program, and long and short-term planning, all within the restrictions of s. 28.11 Wis. Stats.
6. Supervises recreational trail use programs both within county forest and state funded motorized recreational trails throughout county.

205.2 DEPARTMENT OF NATURAL RESOURCES

The role of the Department in the County Forest program is to:

1. Encourage technically sound management of the County Forest resources.
2. Protect the public rights, benefits and investments in County Forest lands.
3. Administer state compensation to the county for the public rights, benefits and privileges the county forest lands provide as required by s. 28.11-(8) Wis. Stats.
4. Provide County Forest assistance consistent with those identified per the [Public Forest Lands Handbook](#).

205.2.1 Division of Forestry

It is the function of this Division to:

1. Certify and make forest aid payments (variable acreage and project loans) to the county and audit county expenditures of the forestry fund account pursuant to s. 28.11(8)(b), Wis. Stats.
2. Certify and make acreage payments to towns pursuant to s. 28.11(8)(a), Wis.

Stats.

3. Maintain and certify County Forest acreage by township, and audit distribution of severance share payments (s. 28.11(9) Wis. Stats.) made annually by the counties.
4. Collect severance share payments of not less than twenty percent of actual stumpage sales value on timber cut from the County Forest pursuant to s.28.11(9)(a), Wis. Stats.
5. Administer various aids and grants pertaining, but not limited to, the County Forest program.
6. Assist with development and implementation of the County Forest Comprehensive Land Use Plan.
7. Interpret and administer the laws and regulations set forth by the Legislature and the Natural Resources Board.
8. Review and approve or deny applications for withdrawal and entry of lands into the County Forest Law program.
9. 3-year Audit Programmatic and Financials

205.2.2 Local Office

Field representatives of the Department are available to provide technical advice and assistance to the county in natural resources management. This assistance includes, but is not limited to the following:

205.2.2.1 Forest Management

The forester designated by the Department to serve as liaison to the Committee will provide technical assistance in managing the resources of the county forest. The forester's duties include the following, but not limited to:

1. Attend all Committee meetings and any county board meetings as requested.
2. Assist in establishing, inspecting, and administering timber sales in cooperation with county forest personnel.
3. Process timber sale approvals, cutting notices and reports.
4. Maintain for the Department a record of forest management accomplishments,

forms and maps.

5. Assist in preparation of projects, plans and estimates.
6. *Provide assistance to the Committee in the preparation of the annual budget, annual work plan and the County Forest Comprehensive Land Use Plan. (Individual Counties evaluate this one)*
7. Assist in County Forest timber theft and larceny investigations.
8. Organize and prepare minutes of annual partnership meeting as required in the [Public Forest Lands Handbook](#).

205.2.2.2 Other DNR Program Functions

1. Fire Management - Maintain a system of communications, equipment, and trained personnel to prevent and suppress forest fires, assist with prescribed burns: and enforce forest fire related laws.
2. Forest Pest Control - Provide technical services for prevention, detection and suppression of forest pests in the district.
3. Wildlife Management - Conduct surveys of wildlife populations, habitat, and public use. Wildlife personnel use this information when providing technical assistance on long term ecosystem planning as well as wildlife habitat management, habitat improvement and wildlife health. Attend committee meetings as requested.
4. Fisheries Management - Maintain the quality of the fishery resource in the waters of the Forest to produce a balanced return to the angler, consistent with sound management principles.
5. Law Enforcement - Enforce state natural resource laws and regulations and assist in the enforcement of county and federal natural resource laws and ordinances.
6. Environmental Protection - Enforce and provide technical assistance in matters related to water and shore land management, pollution detection and waste disposal.
7. Endangered Resources - Provide technical expertise on rare, threatened or endangered species and natural community surveys, identification and

management. Assist other DNR functions and the county in identifying local and landscape level issues.

210 COOPERATION

To meet the obligation of the county to the public in accordance with s.28.11, it is in the best interest of Sawyer County to cooperate with public agencies, non-profit organizations, tribal nations, and others.

215 FINANCIAL SUPPORT

An annual budget shall be prepared by the County Administrator in cooperation with Land, Water, and Forestry Committee and the Forest Administrator. This budget shall contain county, state, private, non-profit and federal funds needed to carry out the forestry, park and recreation program on the forest.

215.1 REVENUE FROM OPERATIONS

The following procedure will apply in crediting income from the forest:

215.1.1 Timber Sale Revenue

- 10% Townships
- 90% Sawyer County General Operating Fund

215.1.2 Parks and Recreation Revenue

- Hatchery Creek Park Pavilion rental
Rental Fees for pavilion deposited into maintenance fund for the park.
- Birkie Trail Use Fees
- User event fees

215.1.3 Other County Forest Revenue

All revenue collected from fees and use permits, sale of building materials, sale of surplus materials and equipment, fire or other damage collections, or other revenue received by

the Forestry Department shall be deposited in the county general fund. This includes, but is not limited to:

- Firewood permits
- Christmas Tree permits
- Low Use Access permits
- Camping permits

215.2 OUTSIDE SOURCES OF REVENUE

215.2.1 State Funds

In addition to other state funds that may subsequently become available for county use, the following state funding sources will be used where appropriate in administration of the Forest:

1. Variable Acreage Share Loan (s. 28.11(8)(b)1., Wis. Stats.). The county may apply for variable acreage share loans in the amount of up to fifty cents per acre of regular entry County Forest land by December 31. Payment is made to the county on or before March 31st of each year and deposited in the State Forest Aid fund. Application is made by County Board Resolution.
2. Project loans (s. 28.11(8)(b)2., Wis. Stats.) are available to undertake acquisition and development projects of an "economically productive nature". Fish and game projects or recreation projects do not qualify. Application is made by County Board Resolution.
3. County Forest Administration Grant Program (s. 28.11-(5m) Wis. Stats). Annual grants are available to fund up to 50% of the salary and fringe benefits of a professional forester in the position of county forest administrator or assistant county forest administration. Benefits may not exceed 40% of salary. Application is made by County Board resolution with payment by April 15th of each year.
4. Sustainable County Forest Grants. Annual grants made for short-term unanticipated projects that promote sustainable forestry. Details are contained in s. NR 47.75, Wisconsin Administrative Code.

5. County Fish and Game Projects s. 23.09(12), Wis. Stats.). These funds are 50% cost-sharing aid and are used for projects that improve fish and wildlife resources of Sawyer County.
6. Wildlife Habitat Development Grant (s. 23.09(17m), Wis.Stats). This grant provides five cents per acre for wildlife habitat management. Projects must be consistent with the scope of this plan.
7. County Forest Road Aids funds are available for each designated mile of County Forest road. The certification is done on a biannual basis.
8. Knowles-Nelson Stewardship Program:

215.2.2 Federal funds and programs

In addition to others that may be available, the following funds and programs will be used where practical:

1. Land and Water Conservation Fund Act (LAWCON) This fund provides up to 50% matching grants for the acquisition, development and renovation of local parks.
2. Resource Conservation and Development (Technical Services).
3. Pittman-Robertson fund. This fund provides for wildlife management and habitat improvement.
4. Sport Fish Restoration (Dingell-Johnson) fund. This fund provides financing for fish management projects administered by DNR.
5. Federal Endangered Species fund. This fund provides cost sharing and grants for surveys, monitoring and management programs that conserve a threatened or endangered species. Contact the DNR Natural Heritage Conservation for information.

215.2.3 Other Funds

Other potential funding sources are groups such as Ducks Unlimited, Ruffed Grouse Society, Trout Unlimited, Whitetails Unlimited, National Wild Turkey Federation, local sportsman's clubs, service organizations, etc.

The Land, Water, and Forest Resources Committee will consider donations, endowments and other gifts, whether real estate, equipment or cash. The county corporation counsel may be consulted to ascertain whether such gifts benefit the county.

215.3 COUNTY EXPENDITURES

All purchases and expenditures shall comply with County purchasing policy, and state statutes.

220 COUNTY RECORDS

The County Forest administrator will keep concise and orderly records and accounts of all revenue received, expenditures incurred and accomplishments resulting from the operations of the forestry department. A job description, time and expense report, and training record will be kept on each employee.

220.1 ACCOUNTS

All accounts and bookkeeping procedures will be handled by the Forest Administrator and Administrative Assistant or as otherwise directed by the Committee. All accounting procedures will be done in accordance with County policy under the general oversight of the Accounting Manager.

220.1.1 State Aid Forestry Account

Variable acreage share loans (s. 28.11(8)(b)1., Wis. Stats.), project loan funds (s. 28.11(8)(b)(2.)Wis. Stats.), and sustainable forestry grants (s. 28.11(5r), Wis. Stats., and s. NR 47.75, Wis. Adm. Code) that are distributed by the DNR are deposited in this account. Expenditures of variable acreage share funds from this account are restricted to the purchase, development, preservation and maintenance of the county forest. Expenditure of project loan funds are governed by the conditions of project approval. Sustainable Forestry grants from this account must be spent specific to the approved project. Revenue received from the sale of equipment purchased with State Aid Account money must be redeposited in the State Aid Account.

220.1.2 County Park and County Forestry Account Numbers

County Parks and Recreation:

<u>Name of Account</u>	<u>Expenditures</u>	<u>Revenue</u>
County Parks	#100-29-56210-50222 #100-29-56210-50242	#100-29-43576
Camping Revenue		#100-29-43576

Land, Forest & Parks Outlay

<u>Name of Account</u>	<u>Expenditures</u>	<u>Revenue</u>
Snowmobile Trail Fund	#249-00-56200	#249-00-43582
ATV/UTV Trail Fund	#249-00-56200	#249-00-43586
Non-Motorized Trail		#240-00-43607
County Forestry	#100-28-56201	
Timber Stumpage		#100-00-46810
Wood Permits		#100-00-46810
Timber Sale Deposits (performance bonds)		#820-23902

<u>State Forest Aid Funds</u>	<u>Expenditures</u>	<u>Revenue</u>
State Aid Forestry Fund	#245-00-56122	#245-00-43594
Wildlife Habitat Management	#242-00-56122	#242-00-46814

220.2 TIMBER SALES

220.2.1 Active Files

Active timber sale files (hardcopy or e-copy), at a minimum, should contain or reference the following items:

1. Timber sale cutting notice and report (Form 2460-1)
2. Timber sale narrative (Form 2460-1A)
3. Contract and all addendums

4. Timber sale map
5. Ledger account of scale
6. Timber sale inspection journal / notes
7. Pertinent correspondence
8. Liability insurance
9. FISTA training
10. Financial assurance (performance bonds, ILC, etc...)
11. Field scale sheets
12. Lock box tickets (if applicable)

220.2.2 Closed Files

Once sales have been completed and audited by DNR only the following items need to be maintained in the file as a permanent record:

1. Timber sale notice and cutting report
2. Contract and addendums
3. Timber sale map
4. Pertinent correspondence
5. Financial ledger/summary

225 PERSONNEL

The Forest Administrator shall have authorization to organize the workload of the forestry department employees and contractors. Personnel of the forestry department will be governed by the work policies as set forth by the county, and their respective work policies.

225.1 COUNTY FOREST STAFF

The following positions are essential for the operation of the Forest: The permanent employees of the County Forest at this time are the Forest Administrator, Two Foresters, Forester/Recreational Coordinator, and Secretary/Office Manager.

225.2 HIRING PERSONNEL

All hiring will be done in accordance with Sawyer County Personnel Policy Manual Section

1.

225.3 OTHER SOURCES OF LABOR

The Forest Administrator will consider supplemental resources that can be utilized on the forest, following county procurement policy.

225.5 TRAINING

The Forester Administrator will be responsible for scheduling and providing appropriate training to keep staff current with safety requirements, BMP's, silviculture, pesticides, new technologies, and other training appropriate to manage the Sawyer County Forest. A training record will be retained for each employee identifying the course name, content and date of attendance.

230 EQUIPMENT

All equipment and supplies will be coordinated by the Forest Administrator. The Forest Administrator will be responsible for locating equipment, considering the most economical alternatives of buying, borrowing, renting or constructing. The Forest Administrator will also be responsible for maintaining an inventory, to be updated annually, of equipment under his/her jurisdiction. Any forestry department employee may purchase equipment and supplies when he / she has prior approval from the Forest Administrator or the department foreman. Equipment shall be purchased by competitive bidding as per county policy.

230.1 FACILITIES

Maintenance of the facilities is assigned to the Forest Administrator and includes the following:

1. Office space - Provided in the Sawyer County Courthouse.
2. Forestry shop/storage - located inside maintenance shop adjacent to County Courthouse Area is used to store equipment and supplies used in operation of the forest and parks program.
3. Hatchery Creek Park - Located in the Town of Hayward, includes pavilion , toilets, picnic tables and grill.

4. Waysides and Day Use Areas, such as Nelson Lake Wayside, Eagles Landing Park and scattered waysides and boat landings, some of which have picnic tables and toilets.
5. Birkie Trail facilities- “OO” trailhead facility and maintenance buildings, and trailhead buildings located at Mosquito Brook, Gravel Pit, Boedecker, and Seeley Fire Tower trailheads. Maintained by ABSF.

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This Memorandum of Understanding and Agreement (the “MOU”) is entered into this _____ day of _____ 2020, 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

A. The County owns certain real 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 Trails and Birkie Trailheads are located.

B. ABSF has been improving, developing, repairing and maintaining, and promoting the use of the Birkie Trails & Trailheads for Silent Sports purposes, and developing, promoting and operating Silent Sports events on the Birkie Trails & Trailheads.

C. The County acknowledges that the activities described under Recital B hereof, require specific knowledge, training, and experience, all of which are possessed by ABSF, and the County desires ABSF to so continue stimulating Silent Sports on the Birkie Trails & Trailheads and to encourage and attract visitors and tourist dollars to such and to Sawyer County, Wisconsin.

D. ABSF desires to so continue stimulating Silent Sports on the Birkie Trails & Trailheads and to encourage and attract visitors and tourist dollars to such and to Sawyer County, Wisconsin by continuing to operate, improve and invest in the activities described under Recital B hereof.

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

1. Recitals. The County and ABSF acknowledge and agree that the Recitals above are true and accurate, and each Recital is incorporated into this MOU.

2. Definitions. In addition to the definitions set forth above, the following words and phrases shall have the meanings set forth below.

(a) “*Applicable Laws*” means all laws, statutes, administrative codes, ordinances, policies, regulations and resolutions that apply to or may apply to the activities and rights set forth in this MOU and the activities and rights set forth in the OO Ground Lease, including but not limited to, park or event permitting requirements, environmental and storm water regulations, zoning ordinances, health and all regulations and requirements relating to any Event or use of the Subject Property. “Applicable Laws” also includes laws, ordinances, regulations, codes, orders and rules that may apply to the ABSF as an agent of the County.

(b) “*Birkie Trails*” means the County’s trail system maintained by the ABSF and subject to this MOU.

(c) “*Birkie Trailheads*” means access points to the Birkie Trails, which may include parking areas, restrooms, warming buildings or temporary shelters, storage buildings, lights, trailhead information boards and signs, and donation boxes. The Birke Trailheads that exist in the County on the Effective Date are commonly known as follows: (i) Mosquito Brook Trailhead, (ii) Gravel Pit Trailhead, (iii) Boedecker Trailhead, (iv) Fire Tower Trailhead, (v) Birkie Ridge Trailhead, and Hatchery Trailhead.

(d) “*Effective Date*” means the date upon which this MOU is duly signed by an authorized individual on behalf of each Party.

(e) “*Events*” means events that have been traditionally been held by ABSF or on the Birkie Trails or Birkie Trailheads in previous years and are planned for future years, such as the Birkie Tour, American Birkebeiner, Kortelopet, Prince Haakon, Fat Bike Birkie, Birkie Trail Run and Trek. “*Events*” also means any future or new events that may be scheduled or held on the Subject Property.

(f) “*Event of Default*” means the happening of an event set forth in Section ____ herein and/or the failure of a Party to perform any obligation, requirement or responsibility pursuant to the terms and conditions set forth in this MOU.

(g) “*OO Building*” means the building located on County property located on CTH OO in the approximate location depicted in Exhibit B, a copy of which is attached hereto and incorporated herein.

(h) “*OO Ground Lease*” means that certain Ground Lease between the County and the ABSF, as may be amended, a copy of which is attached hereto and incorporated herein as Exhibit C, and which sets forth parameters regarding ABSF’s use and occupation of the OO Leased Premises.

(i) “*OO Leased Premises*” means the real property upon which the OO Building sits and the property subject to the OO Ground Lease.

(j) “*Silent Sports*” means non-motorized sports and activities such as hiking, biking, cross-country skiing, trekking, walking, and running.

(k) “*Subject Property*” means the Parcel Identification Nos. on Addendum A of the original agreement (Doc. No. 406844), subject to this MOU, including the Birkie Trails, Birkie Trailheads, and the Leased Premises.

(l) “*Term*” means the Term of this Agreement set forth in Section _6 herein.

3. Events and Use of the Birkie Trails and Trailheads.

(a) *Right to Use Birkie Trails and Trailheads.* Subject to the provisions in Sections 3(d) and 3(e) herein, the County grants to ABSF the right to use, promote, prepare for,

host and hold Events on the Subject Property for the Term of this Agreement and subject to the terms, requirements and conditions set forth in this MOU. In the Event of Default, the ABSF's right to use the Birkie Trails and Trailheads shall be terminated, as more fully described in Section 9 herein. Any expenses incurred as a result of the use of the Subject Property, or as a result of any Event, shall be at the sole cost and expense of ABSF.

(b) *Use of Birkie Trails and Trailheads and Privileges Afforded the ABSF.*

(i) In the context of the existing and historic use of the Birkie Trailheads by ABSF, the County grants to ABSF the unrestricted, non-exclusive right to continue this use for Events. The County also grants to ABSF the following privileges concerning the infrastructure located at the Birkie Trailheads:

(1) Buildings used for the storage of ABSF's Birkie Trails maintenance equipment shall not be open to the public due to concerns of public safety and welfare.

(2) During ABSF's Events, ABSF shall have exclusive use and charge of the Birkie Trailheads.

(3) The Parties hereto shall coordinate specific dates and times wherein ABSF shall have exclusive use of a certain Birkie Trailhead for a particular function or Event.

(c) *Scheduling.* The Parties shall share joint responsibility for the scheduling of Events on the Birkie Trails and Trailheads in compliance with all Applicable Laws, County policies, and the OO Ground Lease. The County shall be the permitting authority for all Events on the Birkie Trails and Birkie Trailheads. The Parties agree to work in good faith for the scheduling of Events, including the use of a shared calendar for the scheduling of Events and any Event requirements. The Party shall make available to the other Party copies of any contracts, documents or other materials pertaining to an Event. The County may object to and terminate any Event if the County, in its sole discretion, determines that an Event does not comply with all Applicable Laws. Notwithstanding the terms of this Section 3(b), ABSF acknowledges that it shall comply with all permitting requirements set forth in any Applicable Law, including securing a permit or other approvals for any ABSF Event.

(d) *Percentage of Fees.* ABSF shall pay to the County an amount equal to five percent (5%) of all Gross Receipts of all fees charged by ABSF for use of the OO Leased Premises. "Gross Receipts" includes all collected cash, credit, compensation, items of value and charges for sales and services less federal, state or municipal sale, use or other similar taxes collected from users, customers or vendors. The payments for any amounts to be paid by ABSF to the County set forth in this Section 3(d) shall be paid to the County on or before the twentieth (20th) day following the end of each month during the term of this MOU, together with a report and sufficient documentation to support ABSF's calculation of the fees, to the County's reasonable satisfaction. Failure to make timely payment within ten (10) days after such payment becomes due shall incur interest at the rate of one and one-half percent (1 1/2%) per month.

(e) *Permitted Uses in OO Building and on the OO Leased Premises.*

(i) 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 MOU in order to protect the health, welfare and safety of the public.

(ii) The Parties agree that the OO Building and on OO Leased Premises, or any Events held at the OO Building or on the 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.

(iii) The ABSF may not license, rent, sublease or otherwise grant an approval for the conduct of any ongoing business to another party without express written consent of the County, which may be withheld in the County's sole discretion.

(iv) *Public Use and Public Space.* Notwithstanding any provision contained in this MOU to the contrary, the Parties acknowledge and agree that the Subject Property is for the benefit of the public and shall therefore be open to the public. ABSF agrees to comply with all Applicable Laws in light of the public benefit and public use, including but not limited to restrictions on commercial activities and uses, agricultural uses or commercial sale of natural resources, the terms and provisions of any requirements set forth in any contract or agreement that the County may be a party to for the benefit of the public. Any noncompliance with the terms of Applicable Laws or other restrictions on the Subject Property shall be an Event of Default. In addition, ABSF shall comply with all terms and provisions of any County Comprehensive Plan, Sawyer County Forest Comprehensive Land Use Plan, Managed Forestry Plan, or other planning document or agreement.

(f) *Consideration of Public Purposes.* The ABSF hereby acknowledges and agrees that the Subject Property is owned and managed by the County (subject to the rights, interests and privileges set forth in this MOU and in the OO Ground Lease) for a broad range of public purposes and hereby agrees to support the County's ownership and management decisions in good faith. The ABSF also agrees that the rights and privileges granted in this MOU shall not be used as a basis to oppose that ownership/management and corresponding actions taken by the County to the extent such ownership/management and corresponding actions are not inconsistent with this MOU and the rights and privileges granted to ABSF hereunder.

(g) *Taxes.* The ABSF shall pay all taxes that may be assessed on ABSF's personal property or structures located on the Subject Property. The ABSF shall pay all other taxes that may be assessed for Events, including but not limited to sales tax.

(h) *Removal of Personal Property.* Upon termination of this MOU, all such personal property owned by ABSF shall be removed from the Birkie Trails and Birkie Trailheads and shall be restored to a condition reasonably satisfactory to the County all at ABSF's sole cost and expense, and no later than 90 days after the date of termination.

(i) *Compliance with Applicable Laws.* The ABSF, as well as its employees, agents, contractors, subcontractors, independent vendors, and all persons or entities working for or on behalf of the ABSF, shall comply with all Applicable Laws that govern or in any way apply to any Event or use of the Subject Property. The County may object to, and ABSF shall terminate, any Event or contract for the use of the Subject Property if the County, in its sole discretion, determines that an Event or contract for use of the Subject Property does not comply with all Applicable Laws.

(j) *Permits and Approvals.* Notwithstanding the provisions of Section 3(b) and Section 3(c) above, and in addition to complying with all Applicable Laws, the ABSF shall obtain, or cause to be obtained, all necessary licenses, permits or approvals required for or relating to the use of any portion of the Subject Property. Notwithstanding any of the foregoing, the ABSF acknowledges and accepts that the ABSF shall comply with the permitting process for each Event, regardless of whether such Event is held on an annual basis.

(k) *Subcontracts.* The ABSF may subcontract with contractors or independent vendors for services, to assist in hosting Events, or otherwise using the Subject Property. The ABSF shall ensure that any contractors and/or independent vendor comply with all Applicable Laws, including obtaining all necessary permits, licenses or other approvals necessary for the work or use of the Subject Property by any subcontractor and/or independent vendor, payment of all taxes that may be assessed, including sales. The ABSF acknowledges and agrees that any contract not in compliance with all Applicable Laws shall be terminated, at ABSF's cost and expense, if the County determines, in its sole discretion, that a contract does not comply with all Applicable Laws. Any expenses incurred as a result of any contractor's or independent vendor's work or providing services to the ABSF shall be at the sole cost and expense of the ABSF. The ABSF shall provide copies of any contracts for services or Events to the County upon request.

(l) *Proceeds.* In consideration for the financial benefits that the Events provide to the County, its residents' and visitors' health and welfare, the County agrees that any proceeds raised from hosting Events shall solely belong to ABSF. Notwithstanding the foregoing, ABSF shall pay other sums due and owing to the County as required by any Applicable Law.

4. Maintenance, Repair, Improvement, Development of Birkie Trails and Trailheads.

(a) *Maintenance and Repair of Birkie Trails and Trailheads.* In consideration for the rights and privileges granted to the ABSF in this MOU, the ABSF agrees to conduct, at

the ABSF's sole cost and expense, all maintenance, repair, improvement or construction of all portions of the Birkie Trails and Trailheads.

(b) *Improvement and Development of Birkie Trails and Trailheads.* The County grants to ABSF the right to improve and develop the Birkie Trails and Trailheads upon the County's prior written approval of any such plans to improve or develop the Birkie Trails and Trailheads. Any improvement or development costs shall be the sole responsibility and obligation of the ABSF.

(c) *Existing and Future Improvements, Buildings and Personal Property on Birkie Trailheads.* The Parties acknowledge and agree that existing improvements, buildings and personal property located on the Birkie Trailheads that have been funded and stored, installed or constructed by ABSF, and any future improvements, buildings and personal property funded and stored, installed or constructed by ABSF, at ABSF's sole cost and expense, at the Birkie Trailheads after the Effective Date, shall be owned by ABSF.

(d) *Other Improvements.* The ABSF shall make and maintain the following improvements to the Birkie Trails and Trailheads:

(i) ABSF shall provide informational and warning signs, at its sole cost and expense, at the Birkie Trails and Birkie Trailheads to promote and encourage safe recreational use thereof.

(ii) ABSF shall maintain and repair the OO Building and OO Leased Premises, as set forth in the OO Ground Lease.

5. Fees.

(a) *Birkie Trails Pass.* In consideration for the financial benefits that such undertakings provide to the public, the County agrees that any funds raised by the Birkie Trail Pass system (approved by the Sawyer County Board of Supervisors on December 19, 2013, as recorded in the minutes of such meeting), shall solely belong to ABSF and shall be used toward the cost of maintaining and repairing the Birkie Trails. In April of each year during the term of this MOU, the ABSF shall inform the County of the funds raised by the Birkie Trail Pass system and how such funds were spent for the preceding December 1 through March 31 time period.

(b) *Fees.* Notwithstanding any term of this MOU, ABSF shall pay any fee due to the County required by any Applicable Law and the OO Ground Lease.

6. Term and Renewal Periods.

(a) *Term.* Unless earlier terminated pursuant to the terms set forth in this MOU, the term of this MOU shall end on the date which is 10 years following the Effective Date. The Parties acknowledge and accept that this MOU must be reviewed by the appropriate County committee of jurisdiction and be approved by the County Board of Supervisors prior to the Effective Date.

(b) *Renewal Options.* There shall be six (6) ten (10)-year renewal options to the Term of this MOU. Each renewal option may be exercised by ABSF by written notice to the County at least six (6) months prior to the termination date of the then-current Term. In order to be effective, each renewal option so exercised must be accepted and approved in writing in a recordable form by the County. The County undertakes to seek such acceptance and approval reasonably promptly following its receipt of ABSF's written renewal notice.

7. Indemnification.

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

(b) *By the County.* The ABSF understands and acknowledges that the County is not authorized to indemnify or hold the ABSF harmless. The ABSF hereby waives any right or claim to indemnification by the County.

8. Insurance. ABSF shall carry and maintain during the Term of this MOU liability insurance coverage in an amount of no less than \$1,000,000.00 and shall name the County as an additional insured. ABSF shall deliver a copy of the policy of insurance and/or a Certificate of Insurance to the County Administrator upon request.

9. Default.

(a) *Events of Default.* The occurrence of any of the following events below shall constitute an Event of Default:

(i) The ABSF fails to maintain the Birkie Trails and Trailheads to the County's sole satisfaction.

(ii) The ABSF fails to pay any fees, costs or amounts due to the County under this MOU, the Ground Lease (as may be amended), any applicable law, or any other agreement or obligation between the Parties.

(iii) The ABSF fails to perform any term, covenant, or condition of this MOU does not cure such failure within thirty (30) days after written notice from County.

(iv) The ABSF abandons any part of the Birkie Trails System, the Trailheads, or the OO Building.

(v) The appointment of a receiver to take possession of any portion of the Subject Property and/or any other asset owned by the ABSF for any reason.

(vi) An assignment by the ABSF for the benefit of creditors or the filing of a voluntary or involuntary petition by or against the ABSF under any law for the purpose of adjudicating the ABSF as bankrupt

(vii) The breach of any the term or condition of the OO Building Lease.

(viii) Any noncompliance with the terms of Applicable Laws or other restrictions on the Subject Property in light of the County's ownership and public use of the Subject Property.

(ix) Any failure to comply with any Applicable Laws.

(x) The County fails to perform any term, covenant, or condition hereunder and does not cure such failure within thirty (30) days after written notice from ABSF.

(b) *Notice of an Event of Default.* Upon the occurrence of an Event of Default, the non-defaulting Party shall provide written notice to the other Party.

(c) *Cure Period.* The defaulting Party shall have sixty (60) days following written notice of the Event of Default to cure such Event of Default.

(d) *Termination.* Upon the occurrence of any Event of Default that is not cured pursuant to Section 9(c) above, the non-defaulting Party may, but is not obligated to, terminate this MOU. The non-defaulting Party shall provide written notice of the termination, and thereafter, all the rights and privileges set forth in this MOU shall terminate, including but not limited to, the ABSF's right to use Subject Property.

(e) *Liability for Costs.* The defaulting Party shall be liable to the non-defaulting Party for all actual damages, costs, fees and expenses incurred as a result of the defaulting Party's failure to cure the Event of Default or as a result of the termination of this MOU, regardless of whether the County elects to terminate this MOU Lease as a result of the Event of Default.

(f) *Cumulative Remedies.* The remedies given to each Party 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 MOU.

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

10. Relationship of Parties. ABSF is, and shall be deemed to be, an independent contractor responsible for its respective acts and omissions, and the County shall in no way be responsible for any acts of ABSF.

11. Additional Provisions.

(a) *OO Ground Lease.* In the event of any conflict of terms between this MOU and the OO Ground Lease, the OO Ground Lease shall control.

(b) *Captions.* The captions used in this MOU are for the purpose of convenience only and shall not be construed to limit or extend the meaning of any part of this MOU.

(c) *Entire Agreement.* Except for the OO Ground Lease, the Parties acknowledge that this MOU represents the full and complete agreement between the Parties. Any prior agreement, whether written or oral, is hereby terminated.

(d) *Binding Effect; Successors and Assigns.* The terms and provisions of this MOU shall be binding upon and shall inure to the benefit of the Parties hereto, as well as their respective heirs, successors and assigns.

(e) *Severability.* The invalidity of any portion, article, paragraph or provision of this MOU shall not have any effect upon the validity of any other part or portion thereof.

(f) *Governing Law.* This MOU shall be construed in accordance with the laws of the State of Wisconsin.

(g) *Amendments.* All actions seeking amendment of this MOU shall be in writing approved and executed by both Parties. The County Land, Water & Forestry Resources Committee (or other Committee of Jurisdiction) shall be charged with jurisdiction to review any requests to amend this MOU, and any amendment shall be approved by the County Board of Supervisors as required by Wis. Stat. § 59.52(6).

(h) *Notices.* All notices to either of the Parties shall be deemed validly given upon deposit in the United States Mail, certified, with proper postage and certified fee prepaid, addressed as follows:

To Sawyer County:

Attention: Sawyer County Administrator
10610 Main Street, Suite 23
Hayward, WI 54843

To the ABSF:

America Birkebeiner Ski Foundation, Inc
Attention: Executive Director
10527 Main Street
Hayward, WI 54843
Current email address:

(i) *Notice of Change in Address.* The Parties shall provide the other Party written notice of any change in address or contact information within ten (10) days of such change.

(j) *No Partnership.* The Parties hereto agree that nothing contained in this MOU shall be deemed or construed as creating a partnership, joint venture, or association between the County and the ABSF.

(k) *Entities Bound; Authority to Act.* The Parties represent and warrant that the entities set forth in this MOU shall be the only parties to whom the benefits prevail. No other entity, partner, subcontractor, or assignee shall be entitled to the rights, privileges and benefits set forth in this MOU. The individual executing this MOU hereby represents and warrants that he has authority to act on behalf of the entity intended to be bound.

(l) *Assignment.* Neither Party may assign this MOU, or any portion thereof, to another Party without express written consent of the non-assigning Party.

(m) *Actions Pursuant to County Police Power.* The County reserves the right to take any action it considers necessary to protect the health, welfare and safety of the public, in the County's discretion, regardless of the terms and conditions of this MOU in order to comply any Applicable Laws or restrictions applicable to the County.

(n) *Good Faith.* The Parties agree to work in good faith in all matters relating to the Subject Property.

(Signatures Appear on the Following Page(s))

IN WITNESS WHEREOF, the undersigned have executed and delivered this Memorandum of Understanding and Agreement 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 _____, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2020.

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 _____, 2020.

NOTARY PUBLIC
My commission expires: _____

Draft Dated 06-26-20

EXHIBITS – TO BE ATTACHED:

- Exhibit A - Subject Property
- Exhibit B - “OO Building” location
- Exhibit C - OO Ground Lease

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GROUND LEASE

THIS GROUND LEASE (the “Lease”), dated as of the _____ day of _____, 2020 is made by and between Sawyer County (the “County”), and the America Birkebeiner Ski Foundation, Inc., a Wisconsin nonprofit corporation (the “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 property located on 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 (the “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 ABSF permission to construct a recreational building (the “Building”) on the Leased Premises in exchange for the ABSF’s agreement to maintain the Leased Premises and the Trail System; and

WHEREAS, the County and the ABSF 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 ABSF 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 ABSF, pursuant to the terms set forth in this Lease. The Effective Date of this Lease shall be January 1, 2017, which reflects the date of construction of the Building and the Parties’ commencement of activities memorialized herein.

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 **The ABSF’s Ongoing Use.** The Parties acknowledge and agree that the ABSF currently completes the day-to-day operations and administration of activities occurring at the

Building or on any part of the Leased Premises as part of its use. The Parties agree that the ABSF shall continue to complete and be responsible for, at the ABSF's sole cost and expense, completing the day-to-day operations and administration of the use 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 Section 2.3 in order to comply any applicable laws or restrictions applicable to the County.

2.4 Permitted Uses in OO Building and on the OO Leased Premises.

(a) *Waiver.* The Parties acknowledge and agree that the Leased Premises represents an opportunity for uses in addition to its traditional uses. The Parties also acknowledge and agree that specific uses must be set forth in this Lease in order to protect the health, welfare and safety of the public. The Parties acknowledge and agree that existing improvements, buildings and personal property located on the Leased Premises that have been funded and stored, installed or constructed by ABSF, and any future improvements, buildings and personal property funded, installed or constructed by ABSF, at ABSF's sole cost and expense on the Leased Premises after the Effective Date, shall be owned by ABSF.

(b) *Permitted Uses on Leased Premises.* The Parties agree that the Leased Premises, or any Events held at the Leased Premises, shall be restricted to the following uses:

- (i) Silent Sport activities.
- (ii) Sale of food and non-alcoholic beverages.
- (iii) Sale of Event-related merchandise during an Event.
- (iv) Educational activities, Silent Sport training activities, and health/wellness activities.
- (v) One-time rental for events such as weddings, parties or other single-use events.

(c) *No license or sublease of Leased Premises.* The ABSF may not license, rent, sublease or otherwise grant an approval for the conduct of any ongoing business to another party on the Leased Premises without express written consent of the County, which may be withheld in the County's sole discretion.

(d) *Percentage of Fees.* ABSF shall pay to the County an amount equal to five percent (5%) of all Gross Receipts of all fees charged by ABSF for use of the Leased Premises. "Gross Receipts" includes all collected cash, credit, compensation, items of value and charges for sales and services less federal, state or municipal sale, use or other similar taxes collected from users, customers or vendors. The payments for any amounts to be paid by ABSF to the County set forth in this Section 2.4(d) shall be paid to the County on or before the twentieth (20th) day following the end of each month during the term of this Lease, together with a report and sufficient documentation to support ABSF's calculation of the fees, to the County's

reasonable satisfaction. Failure to make timely payment within ten (10) days after such payment becomes due shall incur interest at the rate of one and one-half percent (1 1/2%) per month.

(e) *Scheduling of Events.* The Parties shall share joint responsibility for the scheduling of Events on the Leased Premises in compliance with all Applicable Laws, County policies, and the OO Ground Lease. . The County shall be the permitting authority for all Events on the Leased Premises. The Parties agree to work in good faith for the scheduling of Events, including the use of a shared calendar for the scheduling of Events and any Event requirements. A Party shall make available to the other Party copies of any contracts, documents or other materials pertaining to an Event. The County may object to and terminate any Event if the County, in its sole discretion, determines that an Event does not comply with all Applicable Laws. Notwithstanding the terms of this Article 2.4, ABSF acknowledges that it shall comply with all permitting requirements set forth in any Applicable Law, including securing a permit or other approvals for any ABSF Event.

2.5 **Nonexclusive Rights.**

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

2.6 **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 Leased Premises, 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, 20____ unless otherwise agreed to by the Parties.

3.2 **Option to Renew.** The ABSF shall have an option to renew this Lease for _____ () additional periods of _____ () years each upon the terms and conditions set forth herein. The ABSF 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 ABSF fails to provide notice no less than 120 days prior to the expiration date, the ABSF 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.** As consideration for the rights and benefits set forth in this Lease and therefore in lieu of rent, the ABSF shall comply with all obligations and requirements set forth herein, including but not limited to the requirements set forth in Article 7. In addition, the ABSF 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, as set forth in that certain Memorandum of Understanding Agreement between the Parties dated _____, as it may be amended, and a copy of which is attached hereto as Exhibit D (the "MOU").

4.2 **Additional Payments.** The County and the ABSF acknowledge and accept that a Party may be subject to other financial obligations to the other Party, including those set forth in any applicable law or in the MOU.

ARTICLE 5: PAYMENT OF UTILITIES, TAXES AND OTHER CHARGES

5.1 **Utilities.** The ABSF 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 ABSF 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 use of the Leased Premises.

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

ARTICLE 6: OPERATORS AND SUBLEASES

6.1 **Contractors, Vendors and Independent Operators.** The ABSF may subcontract with contractors or independent vendors for services, to assist in hosting Events, or otherwise using the Leased Premises on a temporary basis. The ABSF may not license, rent, sublease or otherwise grant an approval for the conduct of any ongoing business to another party on the Leased Premises without express written consent of the County, which may be withheld in the County's sole discretion. The ABSF shall ensure that any contractors and/or independent vendor comply with all applicable laws, including obtaining all necessary permits, licenses or other approvals necessary for the work or use of the Leased Premises by any subcontractor and/or independent vendor, payment of all taxes that may be assessed, including sales tax. The

ABSF acknowledges and agrees that any contract not in compliance with all applicable laws shall be terminated, at ABSF's cost and expense, if the County determines, in its reasonable discretion, that a contract does not comply with all applicable laws. Any expenses incurred as a result of any contractor's or independent vendor's work or providing services on the Leased Premises shall be at the sole cost and expense of the ABSF. The ABSF shall provide copies of any contracts for services or Events to the County upon request.

6.2 **No Sublease.** The ABSF 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 ABSF acknowledges that as of the Commencement Date, it shall have made such inspections as deemed necessary by the ABSF, and the ABSF 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 ABSF 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 ABSF shall obtain consent of the County Administrator, the County Forester, and the County Zoning Administrator as to such commercial use. Notwithstanding the foregoing, the ABSF or its independent operators may sell non-alcoholic beverages, food, and other similar items on the Leased Premises so long as the sale of such items complies with the terms of the MOU and all applicable laws and restrictions.

7.3 **Compliance with Laws.** The ABSF 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 ABSF 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 ABSF shall contest or review of such proceedings shall be prosecuted by the ABSF with due diligence.

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

7.5 **Building Damage.**

(a) *Destruction.* 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 ABSF and the County, the Building is not worth rebuilding or repairing, the

ABSF 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) *Restoration.* If the ABSF determines not to terminate this Agreement under the conditions of this paragraph, the ABSF 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 ABSF must make all reasonable attempts to complete any and all repairs, restoration or construction in a timely manner.

(c) *Removal.* If it is determined in the mutual judgement of the ABSF and the County that the Building is damaged beyond repair, the Building must be removed by the ABSF and the ABSF 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 ABSF shall maintain, in a first-class condition and in a good state of repair (normal wear and tear excepted), at the ABSF'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 ABSF shall perform the following:

(a) *Interior Maintenance of the Building.* The ABSF 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 ABSF 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 ABSF shall be responsible for all mowing and landscaping on the Leased Premises.

ARTICLE 8: REMOVAL; NO ENCUMBRANCES

8.1 Removal. Upon the expiration or termination of this Lease, the ABSF 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 ABSF shall, at its sole cost and expense, restore the Leased Premises to a condition reasonably satisfactory to the County.

8.2 **No Encumbrances.** The ABSF 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 without the County's written consent, which may be withheld at the County's sole discretion. All persons dealing with the ABSF 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 ABSF's use of the Leased Premises.

ARTICLE 9: ENVIRONMENTAL MATTERS

9.1 **Environmental Compliance.** The ABSF shall at all times comply with applicable environmental laws affecting the Leased Premises. The ABSF shall, at its own expense, maintain any permits, license or other governmental approvals relating to hazardous substances, if any, required for the ABSF'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 ABSF shall procure and shall maintain, at its expense, full insurance coverage for property and fire damage on the Building. A copy of the ABSF insurance certificate shall be deposited and on file with the County at all times.

10.2 **General Liability Insurance** - The ABSF 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 ABSF shall ensure that Sawyer County, its officers, its agents, and employees are named as additionally insured under such insurance policies. A copy of the ABSF 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 ABSF shall exist if any of the following events (individually an "Event of Default" and collectively "Events of Default") shall occur:

(a) The ABSF fails to maintain the Leased Premises to the County's reasonable satisfaction.

(b) The ABSF 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, or any applicable law.

(c) The ABSF fails to perform any term, covenant, or condition of this Lease to be performed by the ABSF, and the ABSF shall have failed to cure same within thirty (30) days after written notice from County.

(d) The ABSF abandons any portion of the Leased Premises.

(e) The appointment of a receiver to take possession of the Leased Premises and/or the ABSF's operations for any reason.

(f) An assignment by the ABSF for the benefit of creditors or the filing of a voluntary or involuntary petition by or against the ABSF under any law for the purpose of adjudicating the ABSF as bankrupt.

(g) The County fails to perform any term, covenant, or condition hereunder and does not cure such failure within thirty (30) days after written notice from ABSF.

11.2 **The County's Remedies.**

(a) *Uncured Default.* Upon the occurrence of any Event of Default by the ABSF 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 ABSF written notice of the County's election to terminate the Lease, and upon such notice, all of the ABSF's rights in the Leased Premises shall terminate.

(c) *Liability for Costs.* The ABSF 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 ABSF, 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 each Party 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 ABSF shall surrender all portions of the Leased Premises upon termination of this Lease.

ARTICLE 13: INDEMNIFICATION

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

13.2 **Indemnity by the County.** The ABSF understands and acknowledges that the County is not authorized to indemnify or hold the ABSF harmless. The ABSF 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 ABSF: America Birkebeiner Ski Foundation, Inc.
Attention: Executive Director
10527 Main Street
Hayward, WI 54843
Current email address: ben.popp@ABSF.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 ABSF 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 **MOU.** In the event of any conflict of terms between this Lease and the MOU, the terms of this Lease shall control.

16.2 **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.

16.3 **Entire Agreement.** Except for the MOU, the Parties acknowledge that this Lease represents the full and complete agreement between the Parties. Any prior agreement, whether written or oral, is hereby terminated.

16.4 **Binding Effect; Successors and Assigns.** 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.

16.5 **Amendments.** All actions seeking amendment of this Lease shall be in writing approved and executed by both Parties. The County Land, Water & Forestry Resources Committee (or other Committee of Jurisdiction) shall be charged with jurisdiction to review any requests to amend this Lease, and any amendment shall be approved by the County Board of Supervisors as required by Wis. Stat. § 59.52(6).

16.6 **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.

16.7 **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.

16.8 **Governing Law; 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 ABSF.

16.9 **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 ABSF.

16.10 **Entities Bound; Authority to Act.** The Parties represent and warrant that the entities set forth in this Lease shall be the only parties to whom the benefits prevail. No other entity, partner, subcontractor, or assignee shall be entitled to the rights, privileges and benefits set forth in this Lease. The individual executing this Lease hereby represents and warrants that he has authority to act on behalf of the entity intended to be bound.

16.11 **Assignment.** Neither Party may assign this Lease, or any portion thereof, to another party without express written consent of the non-assigning Party.

16.12 **Actions Pursuant to County Police Power.** The County reserves the right to take any action it considers necessary to protect the health, welfare and safety of the public, in the County's sole discretion, regardless of the terms and conditions of this Lease in order to comply any Applicable Laws or restrictions applicable to the County.

16.13 **Good Faith.** The Parties agree to work in good faith in all matters relating to the Leased Premises and this Lease.

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 _____, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2020.

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 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 _____, 2020.

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

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Permits issued for June 2020

<u>Item</u>	<u>Month Total</u>	<u>YTD</u>	<u>Last YTD</u>
Soil Test	32	103	82
Sanitary	35	145	114
Land Use	53	187	204