



# Sawyer County

## Agenda

**Public Works Committee Meeting  
Wednesday, February 9, 2022 @ 6:30 PM  
Assembly Room/Virtual Meeting**

Page

### **1. CALL TO ORDER**

- a. To view or participate in the **virtual meeting** from a computer, iPad, or Android device please go to <https://zoom.us/j/97982898675>. You can also use the dial in number for listening only at 1-312-626-6799 with the Webinar ID: 979 8289 8675. If additional assistance is needed please contact the County Clerk's Office at 715-634-4866 prior to the meeting. If you are on a computer, click the "Raise Hand" button and wait to be recognized. If you are on a telephone, dial \*9 and wait to be recognized.

### **2. ROLL CALL**

### **3. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW**

### **4. MEETING AGENDA**

### **5. PUBLIC COMMENTS**

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

### **6. CONSIDER APPROVAL OF MINUTES FROM PREVIOUS MEETING**

- a. [1.12.22 Public Works Minutes DRAFT](#)

### **7. SAWYER COUNTY AIRPORT REPORT**

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- a. Hayward Aviation, LLC (contracted Airport management) report
- b. Master Plan for the Airport

**8. HIGHWAY COMMISSIONER'S REPORT**

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- a. Annual Renewal of Existing ATV/UTV Routes on County Highways(discussion and possible action)  
[ATV UTV Annual Renewal Information](#)

10 - 13

- b. Intergovernmental Agreement Between NW Wisconsin Counties for Mutual Aid  
[NW WI Mutual Aid Agreement](#)

**9. MAINTENANCE DEPARTMENT REPORT**

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- a. Project report  
[Maintenance Report February 2022](#)

**10. COURTROOM REMODELING UPDATE**

**11. FUTURE AGENDA ITEMS**

**12. CORRESPONDENCE, REPORTS FROM CONFERENCES AND MEETINGS, OTHER MATTERS FOR DISCUSSION ONLY**

**DISCLAIMER:**

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

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

**Minutes of the January 12<sup>th</sup> meeting of the Sawyer County  
Public Works Committee  
Of the Sawyer County Board of Supervisors  
Assembly Room; Sawyer County**



**Voting Committee Members Present:**

- Chair: **Ron Kinsley**
- Marc Helwig – Vice Chair
- Ed Peters
- Dale Olson
- Brian Bisonette - Virtual

**Others Present:**

- Tom Hoff
- Mike Coleson
- Lynn Fitch
- Tim Hagberg – Virtual
- Kathy LaReau
- Jane Schraeder

**Others Present:**

- Derick Leslie - Virtual
- Gary Gedart
- Linda Zillmer – Virtual
- Tweed Shuman
- Erin Metcalf
- Cliff Korn

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

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

**Meeting Agenda --**

**Minutes from the previous meeting** – Mr. Gedart requested an edit to the December 8<sup>th</sup> minutes noting his return date being December 27<sup>th</sup> instead of 7<sup>th</sup>. A motion was made by Mr. Helwig to approve the minutes of the December 8, 2021, meeting with that correction; second by Mr. Peters. Motion carried without negative vote.

**Sawyer County Airport Report** – A written report was provided. Mr. Leslie advised that the 2021 revenues were up and expenses down. There are some funds left in that budget to cover some costs of upcoming projects.

**40-Acre Parcel Adjacent to Airport** – The Committee was advised that land owner of a 40-acre parcel of land adjacent to the airport inquired about a swap with some other county land. Due to the type of land not being conducive for our expansion, no action was recommended for this request.

**Municode Update** -- Mr. Hoff reported that all departments are to review the ordinances pertinent to their departments prior to the January 20<sup>th</sup> County Board meeting for our submission for final upload to our website.

**Highway Commissioner's Report** – A written report was provided. Investigation into a waste oil generator system may be worth our efforts to determine if the County could achieve any cost savings.

**Maintenance Department Report** – A written report was provided. Mr. Hagberg reported that a full-time staff member has left employment and they are interviewing next week.

**Courtroom Remodeling Update** – Mr. Hoff advised that the remainder of the bids are ready to go out and will be due back early in February. A Certified Survey Map for the land formerly under county ownership, now a part of the California Avenue land swap for the courthouse project was presented for approval. A motion was made by Mr. Helwig; second by Mr. Peters to accept this map for recording and forward to County Board for approval. Motion carried without negative vote.

**Meeting Date/Time** – The next meeting of the Public Works Committee will be Wednesday, February 9, at 6:30 pm in the Assembly Room.

Meeting adjourned at 6:58 pm  
Minutes recorded by Lynn Fitch, County Clerk

**Current ATV routes on/along County Trunk Highways**

- County Road B (Chippewa Trail-east to CTH K)
- County Road B (Frogg Road to Richardson's Bay Road)
- County Road B (Forest Road 319 to Musky Tale Resort)
- County Road B (Fishtrap Road to STH 70)
- County Road BB (Washburn County line to STH 70)
- County Road C (STH 27/70 to Chafer Road)
- County Road C (Deer Lake Road to STH 48)
- County Road CC (CTH N to Conger Road)
- County Road CC (Flowage Road to CTH B)
- County Road D (STH 40 – STH 27)
- County Road E (CTH K to Williams Road)
- County Road E (CTH K to Reserve Road)
- County Road E (STH 27/70 to Thors Lane)
- County Road EE (Forest Road 161 to Price County line)
- County Road F (Right-of-Way Road to STH 27/70)
- County Road F (Stoney Hill Road to Rusk County line)
- County Road G (Dorscheid Road to STH 27/70)
- County Road GG (STH 70 to Ashland County line)
- County Road H (Blueberry Fire Lane to Blueberry Avenue)
- County Road H (STH 27/70 to Beaverbrook Road)

1/25/2022

County Road K (County Road E to CTH KK)

County Road KK (Circle Drive to CTH K)

County Road M -north (CTH W to STH 70)

County Road M (South side of Flambeau River bridge to North side of Flambeau River Bridge)

County Road M (Bebak Road to CTH W)

County Road N (CTH NN to CTH CC)

County Road NN (CTH N to Gurno Lake Road)

County Road OO (USH 63 to Northern Lights Road)

County Road S (Moose Lake Road-west to Moose Lake Road-east)

County Road S (Moose Lake Road to STH 77)

County Road T (Nelson Lake Road – STH 27)

County Road W-south (Crawford Street to Price County Line)

County Road W-north (STH 70 to CTH B)

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**SAWYER COUNTY BOARD OF SUPERVISORS**

**RESOLUTION NO. 2018-46**

**WHEREAS**, Sawyer County (the "County") understands the importance of developing secure and sustainable ATV/UTV routes within the County to increase recreation, tourism and the overall health, welfare and safety of the County, its residents and visitors to the County;

**WHEREAS**, the Sawyer County Snowmobile and ATV Alliance (the "Alliance") and other recognized ATV/UTV clubs within the County make requests to the County for approved ATV/UTV routes;

**WHEREAS**, the County recognizes the need for a policy setting forth the terms by which the ATV/UTV route requests are reviewed;

**WHEREAS**, the County recognizes the need for the Sawyer County Public Works Committee ("Public Works Committee") to provide direction and guidelines for ATV/UTV route requests on Sawyer County Trunk Highways, which is appropriate given that the Public Works Committee is the committee of jurisdiction for these ATV/UTV route requests; and

**WHEREAS**, the County does not currently have an ATV/UTV Route Ordinance and therefore all approved routes must be included in the route ordinance of the municipality through which the route travels.

**NOW, THEREFORE, BE IT RESOLVED** the Sawyer County Public Works Committee recommends to the Sawyer County Board of Supervisors that the Sawyer County Board of Supervisors adopt this Resolution to provide for the provisions set forth below relating to ATV/UTV routes within the County:

1. All ATV/UTV route requests must be requested by an established ATV/UTV club or the Alliance. At this time, resident requests will not be considered.
2. All ATV/UTV route requests shall include a location map. Requests shall also include the route length, and may include other information reasonably requested by the Public Works Committee.
3. All ATV/UTV route requests are contingent upon approval by the municipality through which the route travels. This approval must be acquired prior to the Public Works Committee's consideration of the request.
4. Once the ATV/UTV route is approved by both the Public Works Committee and the municipality pursuant to Section 3 above, it shall be the responsibility of the requestor to notify the Wisconsin Department of Natural Resources and to comply with any other legal requirements.
5. All signage for approved ATV/UTV routes will be the responsibility of the sponsor club or the Alliance and as set forth in the Letter of Understanding. All required

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signage shall follow the guidance and requirements of the County Highway Department. Signage must be erected prior to the opening of the ATV/UTV route.

- 6. The Public Works Committee may adopt other application requirements or approval requirements it deems reasonably necessary to protect the health, welfare and safety of the public.
- 7. A requestor must agree to comply with any applicable laws, ordinances, statutes or regulations.
- 8. A Letter of Understanding will be drafted for each approved ATV/UTV route request. The requestor must agree to the terms of the Letter of Understanding prior to the approved ATV/UTV route being opened. The Public Works Committee can declare the applicable Letter of Understanding null and void upon any violation of the terms and conditions of the route request application, the representations made therein, or any other term or condition of the Letter of Understanding.


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Recommended for adoption by the Sawyer County Board of Supervisors, by the Sawyer County Public Safety Committee, this 10th day of December, 2018.


  
\_\_\_\_\_  
Ron Kinsley, Chair

\_\_\_\_\_  
Kathy McCoy, Vice Chair

  
\_\_\_\_\_  
Marc Helwig

  
\_\_\_\_\_  
Helen Dennis

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\_\_\_\_\_  
Ron Buckholtz

Adopted by the Sawyer County Board of Supervisors on this 20th day of December, 2018.

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\_\_\_\_\_  
Tweed Shuman, Sawyer County Board of Supervisors Chairman

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### Letter of Understanding

**THIS LETTER OF UNDERSTANDING** is made this \_\_\_\_\_ (insert date) by and between Sawyer County (the "County"), by the Sawyer County Public Works Committee ("Public Works Committee") and its appointed representative, and \_\_\_\_\_ (insert Sponsor Club) (the "Club").

### **RECITALS**

1. The Club submitted an application dated \_\_\_\_\_ for an ATV/UTV route, a copy of which is attached hereto and incorporated herein (the "Application");
2. The Public Works Committee reviewed and approved the Application on \_\_\_\_\_ with the condition of this Letter of Understanding being executed by the County and the Club prior to the route being opened.
3. The County and the Club have determined it is in their mutual interest to enter into this Letter of Understanding on the terms stated below to address the operation of the approved ATV/UTV route requested in the Application and as approved by the Public Works Committee.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the County and the Club agree as follows:

### **AGREEMENT**

1. Recitals. The Recitals set forth above are true and accurate, and therefore incorporated into this Letter of Understanding.
2. Approved Route. The County, by virtue of the approval by the Public Works Committee, hereby authorizes the Club to establish an all-terrain vehicle route on (name of CTH), as described and depicted in the Application and as approved by the Public Works Committee on \_\_\_\_\_ (the "Approved Route"). This Letter of Understanding incorporates all terms and conditions set forth by the Public Works Committee in its approval of the Approved Route.
3. Approved Route Location. The Approved Route will run from (start of route to end of route), as depicted in the Application and as approved by the Public Works Committee.
4. Signage. The Club shall be responsible for all required signage on and along the Approved Route. All required signage shall follow the guidance and requirements of the County Highway Department. Signage must be erected prior to the opening of the Approved Route for use.
5. Compliance with Laws. The Club shall comply with all applicable laws, ordinances, statutes or regulations that may apply to the development, use, operation or maintenance of the Approved Route. The Club shall also comply with any conditions or restrictions of the municipality (or municipalities) through which the Approved Route is located.
6. Maintenance. The Club shall maintain the Approved Route at its sole cost and expense. The Club shall also be responsible for restoring the pavement, shoulder or any other damaged areas along or adjacent to the Approved Route. All ATVs/UTVs shall not be operated off of the pavement or anywhere off the Approved Route.
7. Indemnification; County Immunity. Regardless of any immunity or defense available to the County, the Club shall indemnify and hold harmless the County and all of the County's employees, agents and



representatives against any action, claim, suit, or the like, for personal injury, property damage, or any other damage sustained as a result of the approval, development, operation, maintenance or use of the Approved Route. The County has not waived and does not intend to waive any defenses or immunity available to it by virtue of entering into this Letter of Understanding.

8. Expiration; No Assignment. This Letter of Understanding and the Club's ability to operate the trail along the Approved Route shall expire one (1) year from the date of this Letter of Understanding. The Public Works Committee shall review and approve, if appropriate, each ATV/UTV route at its February meeting each year. Such renewal shall not impact the one-year expiration of this Letter of Understanding and the Club's approval to operate the Approved Route. The Club may not assign this Letter of Understanding to any other party without express approval from the Public Works Committee.

9. Termination. The Public Works Committee may declare this Letter of Understanding null and void, and therefore terminate its approval of the Approved Route, upon the Club's or any user's violation of the terms and conditions of the Application, the representations made therein, the Public Works Committee's conditions of approval, or any other term or condition of this Letter of Understanding.

10. Signatories. The County and the Club represent and acknowledge that each party signing this Letter of Understanding has authority to bind the respective party.

CLUB NAME:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_ Date

SAWYER COUNTY:

By: Gary Gedart  
Sawyer County Highway Commissioner

\_\_\_\_\_ Date

(Attach Application)

**Intergovernmental Agreement Between North West Wisconsin Counties For  
Highway Department Mutual Aid**

This Intergovernmental Agreement Between North West Region Wisconsin Counties For Highway Department Mutual Aid (“Agreement”) is effective on the date a North West Region Wisconsin (“NWR”) county signs this Agreement and provides a copy to the other NWR Member Counties, and is being entered into by and between Sawyer County, a body corporate, and other body corporate NWR counties (collectively the “Parties” or “Member Counties”), whose contact information is found below on the signatures pages of this Agreement.

**WHEREAS**, the Parties agree and acknowledge that emergencies, natural disasters and manmade catastrophes do not conform to designated jurisdiction boundaries, and can be more effectively handled by the agreed upon pooling of equipment, staff and/or services: and

**WHEREAS**, the Parties have determined that, because of geographical considerations, it is in the best interests of NWR counties by and through their Highway Departments and Highway Commissioners, to coordinate with each other for the provision of Mutual Aid; and

**Whereas**, Wisconsin Statutes Section 66.0301 authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as highway maintenance.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

**1. Purpose**

The Wisconsin DOT Highway Maintenance Manual States, “The goal of winter maintenance is to make roadways safe within the limitations of resources...” NWR Highway Commissioners have discussed how to best ensure the continuity of plow services in NCR if a significant percentage of a Member County’s plow drivers are sick, quarantined, and/or otherwise unavailable. This Agreement applies to any sort of weather disaster, pandemic, event or other regional or county-level event that would significantly impact a Member County’s equipment and staff levels.

NWR Highway Departments are committed to making state and county highway systems as safe as possible within the limitations of resources during winter events. Therefore, the Member Counties agree to pledge Mutual Aid to each other pursuant to this Agreement. Every event will pose different challenges, but the commitment to respond to the extent reasonably practicable to each other’s needs is the foundation of this Agreement.

It is recognized and acknowledged that in certain situations, including but not limited to emergencies, natural disasters and manmade catastrophes, the use of an Aiding County’s equipment, staff and/or services to perform functions outside the Aiding County’s jurisdictional limits is desirable and

necessary to preserve and protect the health, safety, and welfare of the public, and to ensure effective and efficient Highway Department operations.

## **2. Definitions**

- a. **Mutual Aid:** A definite and prearranged plan whereby equipment, staff and/or services are provided to an Affected County by and Aiding County pursuant to this Agreement.
- b. **NWR Counties:** Wisconsin counties located in the North West portion of the state including the counties of 1) Ashland, 2) Barron, 3) Bayfield, 4) Burnett, 5) Douglas, 6) Polk, 7) Rusk, 8) Sawyer, and 9) Washburn.
- c. **Member County:** a NWR county which is a Party to this Agreement, as evidenced by a NWR county signing this Agreement and providing a copy to the other NWR Member Counties.
- d. **Affected County:** A Member County which requests Mutual Aid from an Aiding County in the event of an emergency;
- e. **Aiding County:** A Member County which provides Mutual Aid to an Affected County;
- f. **Emergency:** an occurrence or condition in an Affected County's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Affected County alone.

## **3. Authority and Action to effect Mutual Aid**

Member County's Highway Commissioners or designees may render and/or request Mutual Aid from other Member Counties. Mutual Aid shall be rendered to the extent reasonably practicable, given the equipment, staff and/or services available to render Mutual Aid to the Affected County.

In general, the state highway system and principle county highways are the regional priority routes. Aiding Counties will assist the Affected Counties as reasonably practicable to ensure these priority routes are addressed as a matter of regional priority. Each NWR Highway Department will prepare, and have on hand ahead of time, normal plow route maps, and a list of priority routes and roadways, that are critical to maintain.

Each Member County has its own organizational structure, and its own method of on-call superintendents for after hour emergencies. For the purpose of Mutual Aid between Member Counties, the primary contact should be the Highway Commissioners.

When an emergency occurs, and conditions are such that the Highway Commissioner or designee of an Affected County determines it advisable to request Mutual Aid pursuant to this Agreement, he/she

shall notify the Aiding County of the nature and location of the emergency, and the type and amount of equipment, staff and/or services requested.

The Highway Commissioner or designee of the Aiding County shall take the following actions as soon as reasonably practical upon receiving a request for Mutual Aid from another Member County:

- a. Determine what equipment, staff and/or services are requested by the Affected County;
- b. Determine if the requested equipment, staff and/or services can be committed by the Aiding County in response to the request from the Affected County;
- c. Dispatch as soon as reasonably practical the requested equipment, staff and/or services, to the extent reasonably practicable, to the location of the emergency reported by the Affected County;
- d. Notify the Affected County as soon as reasonably practicable whether any or all of the requested equipment, staff and/or services can or cannot be provided.

#### **4. Jurisdiction over Staff and Equipment**

Aiding County staff dispatched to provide Mutual Aid to an affected County pursuant to this Agreement shall remain employees of the Aiding County. Staff of the Aiding County shall report for direction and assignment at the Highway Shop nearest the scene of the emergency in the Affected County, or as otherwise directed by the Affected County's Highway Commissioner or designee. The Aiding County shall at all times have the right to withdraw any and all Mutual Aid upon the directive of the Aiding County's Highway Commissioner or designee, provided however, that the Aiding County withdrawing such Mutual Aid shall make reasonable efforts to notify, as soon as reasonably practicable, the Affected County's Highway Commissioner or designee of the withdrawal of the requested Mutual Aid, and of the extent of the withdrawal.

#### **5. Compensation for Aid**

Work performed by the Aiding County shall be billed to the Affected County per the Wisconsin Uniform Cost Accounting System, shall include any additional expenses regarding Aiding County policies for overtime and specialty pay rates and shall be paid by the Affected County.

#### **6. Insurance**

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, with the minimum limits of \$1,000,000 auto and \$3,000,000 combined single limit general liability and professional liability. These obligations may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan or an arrangement with an insurance provider approved by the state.

**7. Waiver of Claims**

Each Party agrees to waive any and all claims against all other Parties for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement provided, however, that such claims are not the result of negligent and/or intentional act(s) by a Party or its staff, or done by them with an intentional disregard of the safety, health, life or property of another.

All employee benefits, wages, disability payments, pensions and worker's compensation claims shall be the sole and exclusive responsibility of each Party regarding its own staff.

**8. Non-Liability for Failure to Render Aid**

The rendering of Mutual Aid under the terms of this Agreement shall not be mandatory. It is the responsibility of the Aiding Department to notify, as soon as reasonably practical, the Affected Department of the Aiding Department's inability to respond.

No liability of any kind or nature shall be attributed to be assumed, whether expressly or implied, by a Party, its duly authorized agents and/or staff, for failure or refusal to render Mutual Aid. Nor shall there be any liability of a Party for withdrawal of Mutual Aid once provided pursuant to the terms of this Agreement.

**9. Auto-Renewal of Agreement and Termination**

This Agreement will automatically renew on October 1st of each year unless a Member County provides written Notice to Withdraw to the other NWR Member Counties, which shall be effective upon receipt.

**10. Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Wisconsin.

**11. Multiple Counterparts to Agreement**

This Agreement may be electronically signed and forwarded via email, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument.

## Maintenance Report February 2022

Along with routine maintenance and snow removal, the following maintenance projects were started or completed in January:

### I. Courthouse:

- We are currently working on a remodeling plan for the Oasis building with Legend Architecture and the area building inspector for the Wisconsin DSPS. We have also included Veteran Services and Health and Human Services in the planning process to help ensure the building will meet their current and future needs.
- We continued to deal with staffing challenges through the entire month of January. However, we were able to hire a qualified applicant who was able to start employment with us on 1/31/2022.

### II. Sheriff's Department:

- I have been working on obtaining quotes to upgrade the HVAC controls system in the 2006 portion of the jail as part of the 2022 CIP.

### III. Ambulance:

- All Emergency Government files and equipment have been removed from the Winter Fire Hall and transferred to the Hayward EMS Station.

### IV. Highway:

- Installed new exit/egress lighting signs in the Winter shop.
- Installed new exterior light in the east and west ends of the Radisson shop.

### V. Airport:

- This past month, approximately twelve hours was expended working on airport snow removal equipment.
- Noel Penning and I attended a virtual airport safety and deicing training seminar on 1/28/2022.