## 1. CALL TO ORDER

## 2. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW

- a. [01 - current meeting notice](#)

## 3. PLEDGE OF ALLEGIANCE

## 4. PUBLIC COMMENTS

## 5. MINUTES FROM PREVIOUS MEETING

- a. [LWFRC minutes 2-12-2020](#)

## 6. EVENTS - DISCUSSION AND POSSIBLE ACTION

## 7. LAND RECORDS AND COUNTY SURVEYOR DEPARTMENT REPORT

- a. [2019 COUNTY SURVEY WORK REPORT2](#)
- b. [2019 Corners](#)

## 8. SAWYER COUNTY FORESTRY DEPARTMENT

- a. Resolution for Outdoor Recreation Aids (Action Item)
  - [2020 Outdoor Recreational Trail Aids RESOLUTION](#)
- b. Birkie Ground Lease and M.O.U (Discussion and possible action item)
  - [2020-03-09 Ground Lease Birkie_OO Building Ground Lease 2020-03-09 Memorandum of Understanding](#)
- c. County Forestry Report
  - [feb20 forestry report](#)
d. DNR Forestry Report

e. Recreational Trails Report
   Motorized
   Non-motorized

f. 15 Year Plan and Outdoor Recreation Plan schedule and update (Discussion item)

9. ZONING/ CONSERVATION DEPARTMENT

39 - 40
a. County Report
   WI Land & Water Conference Update (Information Only)
   2019 Sawyer Wildlife Damage Summary
   Permits issued as of February 2020

41 - 48
b. Update on dams in Sawyer County (Information Only)
   County Dam info

c. Moratorium for Concentrated Animal Feeding Operations (CAFO)
   (Discussion/Action Item for Possible Public Hearing to be Scheduled at April 8, 2020 LWFRC Meeting)

49 - 67
d. Waste Storage Ordinance (Discussion/Action to resend to Towns for Review) New Public Hearing Scheduled for May 13, 2020 at LWFRC Meeting. (previous revisions and reline comparisons can be found on the Sawyer County Zoning & Conservation web page)
   2020-02-17 vBR CLEAN Waste Storage Ordinance

e. USDA report

f. LCO report

10. OTHER TOPICS FOR DISCUSSION

11. FUTURE TOPICS

12. 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 biodiverse community."
March 9, 2020, 12.05 pm

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@sawayercountyrecord.net

WRLS Radio
j.irvine@cheqnet.net

WOJB Radio
frontdesk@wojb.org

Sawyer County Gazette
gazette@centurytel.net

WHSM Radio
radio@whsm.com

members – Sawyer County Board of Supervisors

The Sawyer County **Health and Human Services Board** will meet on Tuesday; March 10, 2020; at 6:30 p.m.; in the Assembly Room of the Sawyer County Courthouse. The agenda will include: Meeting agenda; Minutes of February 11, 2020 meeting; Audience Recognition; Committee Reports including LCO Liaison and Senior Resource Center; Administration including Collection Procedures and Resolution Waiver of Trail Fees Sawyer County Residents – action item; Public Health including Coronavirus Update and Agent of the State Fee Increase – action item; Economic Support Program Update; Fiscal Budget Performance Report and Purchase Service Recap; Any Items for discussion only.

The Sawyer County **Land, Water, and Forest Resources Committee** will meet on Wednesday; March 11, 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 February 12, 2020 meeting; Event dates; Land Records and County Surveyor Department report including 2019 County Surveyor Work Report and Corners; Sawyer County Forestry Department report, including County and DNR forestry reports, Motorized and non-motorized recreational trails report, and update 15 year forestry and recreation plan; Zoning and Conservation Department report, including County Report, Update on dams in Sawyer County (Information only); Moratorium for Concentrated Animal Feeding Operations (CAFO) (Discussion/Action Item for Possible Public Hearing to be Scheduled at April 8, 2020 LWFRC meeting), Waste Storage Ordinance (Discussion/Action to resend to Towns for Review) New Public Hearing Scheduled for May 13, 2020, USDA report and LCO report; Other topics for discussion only; Future Topics.

The **Public Works Committee** of the Sawyer County Board of Supervisors will meet on Wednesday; March 11, 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 February 12, 2020 meeting; Second
Circuit Court – Discussion only; Sawyer County Airport report, including Hayward Aviation (contracted Airport management) report, and Report of Entitlements: Received, spent, and remaining, Ramp Reconstruction project and funding; Highway Commissioner’s report, including Overtime Report; Maintenance Department report, including Project report; Future Agenda Items; Other matters for discussion only.

The Finance Committee will meet on Thursday; March 12, 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 February 13, 2020 meeting; Airport Apron Reconstruction Funding; Resolution to increase Agent of the State Fees; County Accounts Receivable Balance update; Second Circuit Court Funding Considerations – Discussion only; Budget Financial Projections 2021-2025; 2019 General Fund Update; Other matters for discussion only.

The Administration Committee will meet on Thursday; March 12, 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 February 13, 2020 meeting; Veterans Service Department report; Information Technology Department report; Human Resources Report; County Administrator’s report; Future Agenda Items; Other matters for discussion only.

The Sawyer County Board of Supervisors will meet on Thursday; March 19, 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; March 20, 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.

The Sawyer County Comprehensive Plan Committee will meet on Tuesday; March 24, 2020; at 6:00 p.m.; in the Assembly Room in the Sawyer County Courthouse. The agenda will include: Meeting agenda; Minutes of February 25, 2020 meeting; Public Comment; Evaluation of Current Plan Goals and Objectives – Discussion and possible action; Issues Identification Exercise- Discussion only; Public Participation Plan; Referring Goals and Objectives to other County Committees of Jurisdiction – Discussion and possible action; Future Agenda Items and Dates – Discussion only

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 the Town of Winter for posting
Minutes of the February 12th 2020 meeting of the Sawyer County Land, Water and Forestry Resources Committee Sawyer County Board of Supervisors Assembly Room; Sawyer County Courthouse

Committee Members Present:
Elain Nyberg, Jim Bassett, Brian Bisonette, Dale Beissel

County Personnel Present:
Jay Kozlowski, Greg Peterson, Jessica Kujala, Carol Williamson, Tom Hoff, Tim Seidl, Dan Pleoger

Also Present:
Don Mrotek, Kris Trelaud, Jerry Wright, Gordy Christianson, Rick Linder, Phil Nies, Ron Bucholtz, Linda Zillmer, Terrel Boettcher, Larry Gotham, Mike Robers, Roy Zubrod

Call to Order- Brian Bisonette calls meeting to order 8:30 am.

Approval of January 8th Meeting Minutes- motion by Bassett 2nd by Nyberg to approve minutes. Motion carried.

Events- Borah Epic- June 6th 2020
Motion by Bassett, 2nd by Nyberg to approve events. Motion Carried

Brian Bisonette entertains a motion to move the Public hearing portion of the meeting, Motion by basset to move public hearing up on the agenda, 2nd by Beissel Motion Carried.

Motion by Basset to move into public Hearing, 2nd by Beissel, Motion Carried, Public Hearing open.

-Public Hearing for “Waste Storage Ordinance”- (Note* there was a recording device malfunction during public hearing) Zoning Administrator Jay Kozlowski speaks about the ordinance and explains that we did get approval from DATCP for the ordinance. Mike Robers, and Exland farmer speaks and asks some questions regarding the ordinance. This ordinance will only affect new pits, or extreme reconstruction of existing pits. Linda Zillmer and Edgewater property owner speaks saying she feels this ordinance is not ready at this time. Dale Beissel speaks saying he would like to see more farmers involved to get their input. There is discussion about adding “Animal” waste storage instead of just waste storage. Hearing no other general comments Beissel motions to close public hearing, 2nd by Nyberg. Public hearing closed.

Waste Storage Ordinance (Discussion/Action)
Nyberg motions to approve the ordinance and send it to County Board, 2nd by Beissel, motion carried.

Forestry
Fire Warden List- Roy Zubrod DNR Forestry Liaison explains the Warden list to the Committee. Motion by Nyberg, 2nd by Beissel to approve list and end to County Board. Motion Carried.

Commercial Activities Permit- Forestry Administrator Greg Peterson gives a brief talk about the Commercial Activities Permit that is being drafted. The permit will require a payment of 5% of profits being paid to the County 30 days after the event. These permits will be coming to the Committee for approval, and only apply to the “OO” area that is zoned commercial. (Information only)

Recreational Trails
Motorized- Don Mrotek of the Snowmobile and ATV Alliance gives a brief report on motorized trails, He says weather and trail conditions have been good.
Non-motorized- Jerry Wright of CAMBA gives a report on non- motorized trails, saying that it has been a great month with a lot of grooming taking place.

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

Zoning/Conservation Department

Upper Brunet Dam Repair Project (Discussion) ” Zoning Administrator Jay Kozlowski and Larry Gotham the project engineer speak to the Committee and give them some background on the project. They
discuss what repairs are needed, and what possible cost and time line would be. The County would seek some funding through the same grant process that was used for the Tiger Cat Dam project.

**Upper Brunet Dam Resolution (Discussion/Action)** - Kozlowski explains that this resolution states that zoning has the approval to move forward and submit this dam repair project to the DNR grant program to try and obtain funding. This project would not actually take place until 2021, but grant applications must be in this year. Motion by Basset to approve resolution allowing zoning to submit this dam project to the DNR grant program, 2nd by Nyberg. Motion carried.

**Nelson Lake Drawdown (Discussion/Action)** – Kozlowski explains to the Committee that the Town of Leroot, and the DNR are requesting a draw down of Nelson Lake. The draw down would help to improve the lakes Walleye population. The draw down would also allow the Town of Lenroot to make several repairs to public boat landing. Gordy Christianson speaks on behalf of the town of Lenroot saying the draw down would have a positive impact on the lake and the public access. Motion by Bassette to approve draw down, 2nd by beissel, motion carried.

**County Report** - Kozlowski gives a brief report information only

Adjourned – Brian Bisonette declares meeting adjourned
2019 COUNTY SURVEYOR WORK REPORT

Total number of PLSS Corners recovered or perpetuated: 160

Existing corners recovered, with no previous USPLS Monument record on file: 38

Lost PLSS corners re-established: 20

Existing corners of record perpetuated with new references: 82

GPS coordinates obtained on existing corners of record, with good references in place: 20

Corners reset after road construction: 26

Staff reviewed 94 Certified Survey Maps and Subdivisions, 184 new parcels.

Private and USFS surveyors perpetuated 35 PLSS corners

2019 highlights include:

Flambeau River State Forest: Remonumentation efforts continue to reveal numerous unrecorded monuments. Recovered an 1852 wood post.

Recovered an original meander corner bearing tree on Blaisdell Lake, Town of Draper

South line of T37N-R8W, Rusk/Sawyer boundary. Obtained GPS coordinates on existing corners and re-established missing corners. Sawyer / Rusk County line is now complete.

Obtained GPS coordinates on BLM monuments around Blueberry Lake, Section 9, T39N-R7W

Recovered 1922 Otto Gobler ¼ section corner in the Town of Lenroot. Excavated road and found his “four stones and a pine root” below the pavement.

Assisted Zoning/Conservation with establishing new benchmarks at Billy Boy Dam site.
RESOLUTION FOR OUTDOOR RECREATION AIDS

WHEREAS Sawyer County is interested in acquiring or developing lands for public outdoor recreation purposes as described in the application; and

WHEREAS, financial aid is required to carry out the project;

THEREFORE, BE IT RESOLVED, that Sawyer County has budgeted a sum sufficient to complete the project or acquisition and

HEREBY AUTHORIZES the Sawyer County Forest Administrator, Sawyer County Forestry Department to act on behalf of Sawyer County to:

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- Submit signed documents; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that Sawyer County will comply with the state or federal rules for the programs to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its meeting on March 19th, 2020 by this Sawyer County Land Water and Forest Resources Committee on this 11th day of March, 2020.

Bruce Paulson (Chair) ________________________________
Jim Bassett (Vice Chair) ________________________________
This Resolutions hereby adopted by the Sawyer County Board of Supervisors this 19th day of March, 2020.

Tweed Shuman,
Sawyer County Board of Supervisors Chairman.
GROUND LEASE

THIS GROUND LEASE (the “Lease”), dated as of the ____________ day of ______________, 2019 (the “Effective Date”), is made by and between Sawyer County (the “County”), and the America Birkebeiner Ski Foundation, Inc., a Wisconsin nonprofit corporation (the “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. The County and the ABSF acknowledge and accept that the Building is part of the Leased Premises; 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.

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. Accordingly, ABSF hereby waives any right, privilege, claim or benefit ABSF may have in other use(s) of any portion of the Leased Premises, by virtue of law or interest, a zoning designation, leasehold interest, easement interest, claims of uninterrupted use, or any other real property interest.

(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) 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 Fee Schedule attached hereto and incorporated herein as Exhibit C. The Fee Schedule shall include all costs, fees, charges and other monetary requirements charged by either Party for the use of the Leased Premises. Neither Party shall charge any fee or expense outside of the amounts set forth in the Fee Schedule. 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 D, 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
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 E (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. Notwithstanding the foregoing, the County may elect to not have the Building removed at the expiration or termination of this Lease.

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.

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, including any rights to the Building, 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 by any reason. 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

________________________________
By: ______________________________
Its:  _____________________________

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

________________________________
By: ______________________________
Its:  _____________________________

STATE OF WISCONSIN )
COUNTY OF SAWYER ) SS.

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 )
COUNTY OF SAWYER ) SS.

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 – Fee Schedule
Exhibit D - Nonexclusive Space
Exhibit E – Memorandum of Understanding
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.
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 Established 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 Established 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 Fee Schedule attached hereto and incorporated herein as Exhibit D. The Fee Schedule shall include all costs, fees, charges and other monetary requirements charged by either Party for the use of the Birkie Trails and Birkie Trailheads. Neither Party shall charge any fee or expense outside of the amounts set forth in the Fee Schedule. 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) 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. Accordingly, ABSF hereby waives any right, privilege, claim or benefit ABSF may have in other use(s) of any portion of the Subject Property, by virtue of law or interest, including but not limited to any rights set forth in the OO Property.
Ground Lease, a zoning designation, leasehold interest, easement interest, claims of uninterrupted use, or any other real property interest.

(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.
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.

(e) 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 and privileges set forth 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.

(f) 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.
(g) **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.

(h) **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.

(i) **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.

(j) **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.

(k) **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 Personal Property on Birkie Trailheads. The Parties acknowledge and agree that all existing personal property located on the Birkie Trailheads on the Effective Date has been funded and installed or constructed by the ABSF. The Parties also acknowledge and agree that future personal property funded and stored, installed or constructed by the ABSF at the Birkie Trailheads after the Effective Date, and shall be solely owned by the ABSF. The Parties also acknowledge that this MOU is subject to the rights and privileges set forth in the OO Ground Lease.

(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.

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 by any reason. 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 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.

(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.


(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 with 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
________________________________
By: ____________________________
Its:  ____________________________

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

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:
EXHIBITS – TO BE ATTACHED:

Exhibit A - Subject Property
Exhibit B - “OO Building” location
Exhibit C - OO Ground Lease
Exhibit D – Fee Schedule
Forestry Report February 2020

**Active Sales**

10 sales listed as active in month of February

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<td>$8,497.65</td>
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<td><strong>10</strong></td>
<td><strong>1171</strong></td>
<td><strong>$725,441.58</strong></td>
<td><strong>$274,625.93</strong></td>
<td><strong>$450,815.65</strong></td>
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**Inactive Sales**

<table>
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<tr>
<th>Sale Date</th>
<th># of Sales</th>
<th>Acres</th>
<th>Bid Value</th>
<th>Received</th>
<th>Est. Remaining</th>
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<tbody>
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<td>4/13/16</td>
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<td>130</td>
<td>$130,495.00</td>
<td>$119,208.85</td>
<td>$41,347.00*</td>
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<td>303</td>
<td>$223,927.50</td>
<td>$145,863.49</td>
<td>$78,064.01</td>
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<tr>
<td>4/7/17</td>
<td>8</td>
<td>897</td>
<td>$406,446.20</td>
<td>$328,980.26</td>
<td>$125,914.59*</td>
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<tr>
<td>11/3/17</td>
<td>8</td>
<td>781</td>
<td>$459,770.75</td>
<td>$110,896.01</td>
<td>$348,872.74</td>
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<td>4/6/18</td>
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<td>11/2/18</td>
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<td>1189</td>
<td>$947,568.95</td>
<td>$419,843.02</td>
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<td><strong>73</strong></td>
<td><strong>5907</strong></td>
<td><strong>$3,953,955.09</strong></td>
<td><strong>$1,407,611.70</strong></td>
<td><strong>$2,729,221.96</strong></td>
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* Sales having overruns
** Sales having underruns

**Timber Sale Value (sold contracts-uncut) on file** = $3,180,037.61
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<thead>
<tr>
<th></th>
<th>February</th>
<th>YTD</th>
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<tbody>
<tr>
<td><strong>Timber Sale Revenue</strong></td>
<td></td>
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<td>Christmas Trees/Boughs</td>
<td>$0</td>
<td>$0</td>
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<td>Performance Bond Cashed</td>
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<td>$0</td>
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<tr>
<td><strong>Other Revenue</strong></td>
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<td></td>
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<tr>
<td>Camping/Firewood/Access/Hay</td>
<td>$0</td>
<td>$0</td>
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<td>Park Reservations</td>
<td>$0</td>
<td>$0</td>
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<td><strong>Budget</strong></td>
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<tr>
<td>Gross Timber Sale Revenue</td>
<td>$349,423.04</td>
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<td>10% Payment to Towns</td>
<td>$34,942.30</td>
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<tr>
<td>Net Timber Sale Revenue</td>
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<td>Total Other Revenue</td>
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<td>Timber Sale Revenue Billed Out</td>
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<th>Timber Sale Inspections</th>
<th># month</th>
<th>Goal</th>
<th>YTD</th>
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<tr>
<td></td>
<td>39</td>
<td>32</td>
<td>76</td>
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Comments: Goal for timber sale inspections is generally one inspection per week while sale is actively being harvested or wood is being hauled.

<table>
<thead>
<tr>
<th>Tract Establishment</th>
<th># sales month/</th>
<th>acres month/YTD</th>
<th>Goal</th>
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<tr>
<td></td>
<td>7/11</td>
<td>500/711</td>
<td>3700</td>
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Comments: Preparing spring timber sale bid prospectus, bid packets scheduled to go out first week in April.

<table>
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<tr>
<th>Recon Acres</th>
<th>February</th>
<th>YTD</th>
<th>Annual Goal</th>
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<tr>
<td></td>
<td>194</td>
<td>417</td>
<td>6,000 acres</td>
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</table>
Good Neighbor Authority (GNA) Hours

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<th>YTD</th>
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</thead>
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<tr>
<td></td>
<td>18.5</td>
<td>41</td>
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Oak Wilt:
Nothing new to report.

Mountain Bike Trails:
Nothing new to report.

Birkie Trail:
Nothing new to report.

ATV/UTV/Snowmobile Trails:
Preparing trail aid grant applications for ATV/UTV and Snowmobile trails.

Parks:
Hatchery Park: Nothing new to report.

Nelson Lake Park: Park improvement project by Town of Lenroot is complete, preparing grant reimbursement request.
<table>
<thead>
<tr>
<th>NAME</th>
<th># OF APPRAISALS</th>
<th>CROP</th>
<th>SPECIES</th>
<th>QUANTITY LOST</th>
<th>APPRAISED DAMAGE</th>
<th>CLAIM AFTER DEDUCTIBLE</th>
<th>Acres Appraised</th>
<th>Recommend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beissel, Dale</td>
<td>14</td>
<td>CGR</td>
<td>Bear</td>
<td>296.47 Bu.</td>
<td>$1,052.50</td>
<td>$7,900.00</td>
<td>269.00</td>
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<tr>
<td>Brown, Jim</td>
<td>12</td>
<td>CGR, SYB</td>
<td>Deer</td>
<td>286.94 Bu. 1,330.92 Bu.</td>
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<td>285.00</td>
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<tr>
<td>Hajdasz, Don</td>
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<td>Bear</td>
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<td>$5,028.36</td>
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<td>Approve</td>
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<td>Kadlec, Bernie</td>
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<td>Nugent, Roberta</td>
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<td>Suzan, Denny</td>
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<td>Zesiger, David</td>
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Totals: 126

<table>
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<th>Species</th>
<th>Total Appraised Damage</th>
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<td>Turkey</td>
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<tr>
<td>Deer</td>
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<tr>
<td>Elk</td>
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<tr>
<td>Goose</td>
<td>$28,334.78</td>
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<tr>
<td>Bear</td>
<td>$38,245.04</td>
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</table>

Total # of Enrollees: 15

# of Enrollees Requesting Appraisals: 11

# of Claims Recommended for Approval: 10

*: $500 deductible, $10,000 maximum claim
**: $500 deductible, don't meet deductible
# = enrolled in multiple counties
† = Excludes enrollees ineligible for claims (e.g., Act 82)

Previous Year

<table>
<thead>
<tr>
<th>Species</th>
<th>Appraised Damage</th>
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<td>Turkey</td>
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<td>Goose</td>
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<td>Bear</td>
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<td>Total</td>
<td>$68,769.37</td>
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Total # of Enrollees: 13

# of Enrollees Requesting Appraisals: 11

# of Approved Claims: 11
Permits issued for February 2020

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**Municipal Dam Grant Program**

The 2019-21 Biennial Budget provided $4 million for Dam Grants, of that, approximately $3.5 million will be committed to fund eligible engineering and construction costs associated with the maintenance, repair, modification or abandonment and removal of municipally owned dams. **The grant application deadline was February 28, 2020.** From which Sawyer County has received notification that our grant request has been submitted and is scheduled to go through the review process for the Upper Brunet Dam.

The Municipal Dam grant program provides a cost-sharing opportunity for eligible engineering and construction costs for dam maintenance, repair, modification or abandonment and removal up to a maximum of $400,000. Applicants must have an Engineer’s inspection order or directive and a Dam Failure Analysis sufficient to identify the hazard potential based on the current development in the hydraulic shadow downstream of the dam.*

**Eligible projects**

Eligible projects include dam repair, reconstruction or modification to improve the safety of the dam, or abandonment and removal. The owner must have the inspection directives or an administrative order that requires the dam safety project. Dam repair/reconstruction/modification project grant awards will cover:

- 50 percent of the first $400,000 of eligible project costs;
- 25 percent of the next $800,000 of eligible project costs; and

Dam abandonment and removal project grant awards will cover 100 percent of the first $400,000 of eligible project costs.

The Municipal Dam Grant Program is only eligible to request for once every two years. In 2019 we received the grant to fund the Tiger Cat Dam Project and are hoping we will receive funding in 2021 for the Upper Brunet River Dam Project. We will continue to look at the Municipal Dam Grant funding in the 2023 cycle for repair/reconstruction projects on the Fishtrap Dam Project.
RESOLUTION TO ADOPT SAWYER COUNTY WASTE STORAGE ORDINANCE

WHEREAS, on March 20, 1997, Sawyer County adopted its current waste storage ordinance (the “1997 Waste Storage Ordinance”) and repealed any existing animal waste storage ordinances;

WHEREAS, it is necessary to repeal the 1997 Waste Storage Ordinance to protect the health, welfare and safety of Sawyer County, its residents, and its natural resources;

WHEREAS, it is necessary to repeal the 1997 Waste Storage Ordinance to incorporate the NRCS Technical Standards as intended and to bring up to date definitions and references therein;

WHEREAS, the Sawyer County Zoning & Conservation Department is charged with protecting the groundwater, surface water, public health, and natural resources of Sawyer County through this Waste Storage Ordinance by regulating new agricultural manure storage facilities or other waste storage facilities, closure of waste storage facilities, and safe handling of spreading of manure;

WHEREAS, the Sawyer County Land, Water, and Forest Resource Committee voted at its February 12, 2020 meeting to recommend to the Sawyer County Board of Supervisors approval and adoption of the Sawyer County Waste Storage Ordinance, a copy of which is attached hereto and incorporated herein as Exhibit A (the “Waste Storage Ordinance”), and repeal the existing 1997 Waste Storage Ordinance;

WHEREAS, the Sawyer County Zoning Committee voted at its February 21, 2020 meeting to recommend to the Sawyer County Board of Supervisors approval and adoption of the Waste Storage Ordinance, and repeal the 1997 Waste Storage Ordinance; and

WHEREAS, the Sawyer County Board of Supervisors determined, at its meeting on March 19, 2020, that adopting the Waste Storage Ordinance set forth in Exhibit A and repealing the 1997 Waste Storage Ordinance is warranted to protect both the agricultural industry and natural resources of Sawyer County, in addition to protecting the health, welfare and safety of Sawyer County, its residents and its natural resources.

NOW, THEREFORE, BE IT RESOLVED, by the Sawyer County Board of Supervisors does ordain as follows:

1. Adoption. The Waste Storage Ordinance as set forth in Exhibit A is hereby adopted.

2. Repeal of Conflicting Ordinances. Any ordinance or code in conflict with the Waste Storage Ordinance, including the 1997 Waste Storage Ordinance, is hereby repealed.
3. **Administration.** Sawyer County Zoning and Conservation Department Administrator is hereby directed and empowered to take the steps necessary to implement the Waste Storage Ordinance.

SEE ATTACHED EXIBIT A

This Resolution and the Waste Storage Ordinance is recommended for adoption by the Sawyer County Board of Supervisors at its meeting on March 19, 2020 by this Sawyer County Land, Water & Forest Resource Committee meeting on February 12, 2020.

____________________________ ______________________________
Bruce Paulsen, Chairman        Brian Bistonette, Vice-Chairman

____________________________ ______________________________
James Bassett, Member           Elaine Nyberg, Member

____________________________ ______________________________
Marc Helwig, Member
This Resolution and the Waste Storage Ordinance is recommended for adoption by the Sawyer County Board of Supervisors at its meeting on March 19, 2020 by this Sawyer County Zoning Committee meeting on February 21, 2020.

____________________________ ______________________________
Ron Buckholtz, Chairman Bruce Paulsen, Vice-Chairman

____________________________ ______________________________
James Bassett, Member Elaine Nyberg, Member

____________________________ ______________________________
Troy Morgan, Member

This Resolution and the Sawyer County Waste Storage Ordinance is hereby adopted by the Sawyer County Board of Supervisors this ______ day of _______, 20__.

___________________________________ ______________________________
Tweed Shuman, Carol Williamson, Sawyer County Board of Supervisors Chairman County Clerk

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EXHIBIT A

Sawyer County Waste Storage Ordinance

Published and Effective xx/xx/xxx

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

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

Sec. 1-1 General Provisions.

(1) Authority and Purpose. The general purpose of this Ordinance is to protect and promote the health, safety, prosperity, aesthetic conditions and general welfare of the people, natural resources and communities within Sawyer County, under authority granted by the Wisconsin Statutes.

(2) Title. This Ordinance shall be known as, referred to, and may be cited as the Sawyer County Waste Storage Ordinance and is hereinafter referred to as the Ordinance.

(3) Findings and Declaration of Policy.

(a) The Sawyer County Board of Supervisors recognizes the importance of our quality groundwater and surface water resources, the need to maintain these resources for our future generations, and the need to protect the overall health, welfare and safety of Sawyer County’s residents, visitors, and natural resources.

(b) The Sawyer County Board of Supervisors also recognizes that the proper management of animal waste contributes to the protection of groundwater and surface water, and its natural resources and to protect public health, welfare and safety.

(c) The Sawyer County Board of Supervisors recognizes the necessity of complying with state law and regulations when regulating waste storage, and therefore recognizes the necessity of incorporating state standards into the Ordinance. In addition to complying with state law, consistency in regulation will assist the public to ensure the applicable regulations are met.

(4) Purpose. The purpose of this Ordinance is to regulate the location, design, construction, installation, alteration, operation, and maintenance of all new and Substantially Altered
Manure Storage Facilities. This Ordinance also regulates the closure of Manure Storage Facilities and assures safe handling and spreading of Manure in order to prevent Water Pollution. It is further intended to provide for the administration and enforcement of this Ordinance and to provide penalties for its violation.

(5) **Applicability.** The Permit and other requirements in this Ordinance apply to all of the unincorporated areas of Sawyer County.

(6) **Interpretation.** In its interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall be liberally construed in favor of Sawyer County, and shall not be deemed a limitation of any other power granted to Sawyer County by Wisconsin law or other applicable law, code or regulation.

(7) **Abrogation, Greater Restrictions, Severability and Repeal Clause.**

(a) **Abrogation and Greater Restrictions.** This Ordinance is not intended to repeal, annul, abrogate, impair or interfere with any existing covenants, deed restrictions, agreements, ordinances (other than existing Sawyer County Waste Storage Ordinance), rules, regulations or permits previously adopted or issued pursuant to law. However, wherever this Ordinance imposes greater restrictions, the provisions of this Ordinance shall govern.

(b) **Severability.** Each section, paragraph, sentence, clause, word and provision of this Ordinance is severable, and if any portion shall be deemed unconstitutional or invalid for any reason, such decision shall not affect the remainder of the Ordinance nor any part thereof other than the portion affected by such decision.

(c) **Repeal.** All other Ordinances or parts of Ordinances of Sawyer County inconsistent or conflicting with this Ordinance to the extent of the inconsistency only, are hereby repealed.

(8) **Effective Date.** This Ordinance shall become effective upon its adoption by the Sawyer County Board of Supervisors and publication.

**Sec. 1-2 Definitions.** The following capitalized terms shall have the specific meaning accompanying the term. However, the use of another lower case term or similar term shall not be deemed to limit or otherwise abrogate the intended meaning set forth in the Ordinance.

(1) **“Abandoned Manure Storage Facility”** means where the Facility is located ceases operations, or Manure has not been added or removed from the Facility for a period of twenty-four (24) months.

(2) **“Animal Unit”** means a unit of measure used to determine the total number of single animal types or combination of animal types which are fed, confined, maintained, or stabled in an animal feeding operation. For the purpose of this Ordinance, one (1) Animal Unit is equivalent to one thousand (1,000) pounds of livestock live weight.

(3) **“Applicant”** means any Person who applies for a Permit under this Ordinance.
“As-built Plans” is the documentation showing actual construction of any Facility subject to this Ordinance.

“Bedrock” means the solid or consolidated rock formation typically underlying loose surficial material such as soil, alluvium or glacial drift. Bedrock includes, but is not limited to, limestone, dolomite, sandstone, shale and igneous and metamorphic rock.

“County” means Sawyer County.

“DATCP” means the Wisconsin Department of Agriculture, Trade and Consumer Protection.

“DNR” means the Wisconsin Department of Natural Resources.

“Groundwater” means any of the waters of the state, occurring in a saturated subsurface geological formation of rock or soil.

Land Water Forest Resource Committee (“LWFRC”) acting as the Land Conservation Committee (“LCC”) is a committee made up of members of the Sawyer County Board of Supervisors and others who, by authority from Wis. Stat. § 59.70(20) and Wis. Stat. § 92.07, determine policy and give direction for soil and water conservation activities, and provides direction to the County Zoning and Conservation Department.

“Manure” means livestock excreta and the following when intermingled with excreta in normal farming operations: debris, including bedding, water, soil, hair, and feathers; processing derivatives, including separated sand, separated manure solids, precipitated manure sludges, supernatants, digested liquids, composted bio solids, and process water; and runoff collected from barnyards, animal lots, and feed storage areas.

“Manure Storage Facility” or “Facility” means one or more impoundments made by constructing an embankment, excavating a pit or dugout, or fabricating a structure specifically for the purpose of temporarily storing Manure and related wastes. A Manure Storage Facility includes stationary equipment and piping used to load or unload a Manure storage structure if the equipment is specifically designed for that purpose and is an integral part of the Facility, and specifically includes components to transfer waste from milking centers, runoff from barnyards, and leachate and contaminated runoff to feed storage.

“Margin of Safety Level” is the maximum operating level of a Manure Storage Facility. This includes one (1) foot of free board plus the increase in elevation necessary to store the volume of runoff and precipitation that enters the Facility from a twenty-five (25)-year, twenty-four (24)-hour storm event.

“Natural Resources Conservation Service (NRCS)” is an agency of the United States Department of Agriculture which, for purposes of this Ordinance, develops and maintains a technical guide with conservation practice standards and specifications, engineering manuals and handbooks, and other technical documentation related to Manure Storage
Facilities, Nutrient Management Plans, and other technical matters covered by this Ordinance.

(15) “NRCS Technical Guide” means the most current stated version of the NRCS field office technical guide, as may be amended, provided by the USDA Natural Resources Conservation Service (NRCS), which contains technical data, including the standards referenced within this Ordinance to properly and safely locate, construct, install, alter, design, operate, maintain and close a Manure Storage Facility and/or the associated Manure Transfer System. Copies of the NRCS Technical Guide are on file with DATCP and the Wisconsin Legislative Reference Bureau. Copies of individual standards contained in the NRCS Technical Guide may be obtained from the County Zoning and Conservation Department or from an NRCS field office.

(16) “Nutrient Management Plan” means an annual written plan that complies with Wis. Admin. Code Ch. ATCP 50.04(3), as may be amended, and details the amount, form, placement, and timing of the application of plant nutrients, including animal Manure. The plan must also meet NRCS Technical Standard 590.

(17) “Ordinance” means this Sawyer County Waste Storage Ordinance, as may be amended.

(18) “Ordinary High Water Mark (OHWM)” means the point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation or other easily recognized characteristics.

(19) “Permit” means the signed, written statement issued under this Ordinance authorizing the Applicant to construct, install, reconstruct, extend, enlarge, substantially alter or close a Manure Storage Facility, and to use or dispose of waste from the Facility, pursuant to the terms of this Ordinance and as set forth in the Permit.

(20) “Permitting Authority” means the entity within the County government legally responsible for administering and enforcing this Ordinance. The LCC shall have full authority for carrying out the duties under Ordinance, including the decision making authority, unless the authority is delegated to the County Zoning and Conservation Department and its employees under Wis. Stat. § 92.09 or as otherwise set forth in this Ordinance.

(21) “Permittee” means any Person to whom a Permit is issued under this Ordinance.

(22) “Person” means any individual, corporation, partnership, joint venture, other business organization, agency, unincorporated association, municipal corporation, county or state agency within Wisconsin, the federal government, or any combination thereof.

(23) “Safety Devices” means devices, which are designed to protect humans and livestock from the hazards associated with a Manure Storage Facility.

(24) “Stop Work Order” means an order to cease any activity in the operation of, or construction of an activity subject to regulation.
“Substantially Alter” means a change initiated by an owner, operator, or Permittee that results in a relocation of a structure or Facility or significant changes to the size, depth, or configuration of a structure or Facility, including:

(a) Replacement of a liner and liner reconstruction in a Manure Storage Facility or structure.

(b) An increase in the volumetric capacity or area of a Manure Storage Facility or structure.

(c) A change in a Manure Storage Facility or structure related to a change in livestock management from one species of livestock to another, such as cattle to poultry, or changes in Manure consistency such as what would occur in using a separator.

“Technical Standard” is any practice standard within the NRCS Technical Guide.

“Technical Standard 313” is a practice standard within the NRCS Technical Guide that covers the proper location, design, construction, installation, alteration, operation and maintenance of a Manure Storage Facility.

“Technical Standard 360” is a practice standard within the NRCS Technical Guide that covers decommissioning of Facilities, and/or the rehabilitation of contaminated soil, in an environmentally safe manner, where agricultural waste has been handled, treated, and/or stored and is no longer used for the intended purpose.

“Technical Standard 634” is a practice standard within the NRCS Technical Guide that covers the design, material types and quality, and installation of components such as conduits, pumps, valves, and other structures or devices to transfer Manure and waste from buildings and yards and other sources to storage, loading areas, crop fields and other destinations. The standard establishes the minimum acceptable requirements for design, construction, and operation of Waste Transfer System components.

“Technical Standard 590” is a practice standard within the NRCS Technical Guide that covers managing the amount, form, placement and timing of plant nutrients associated with organic wastes (Manure, other waste, and organic by-products), commercial fertilizers, legume crops and crop residues.

“Waste Transfer System” or “Manure Transfer System” means components such as pumps, pipes, conduits, valves, and other mechanisms installed to convey Manure, other waste, leachate and contaminated runoff, and milking center wastes from livestock structures to a storage structure, loading area, or treatment area.

“Unpermitted Manure Storage Facility” means a Manure Storage Facility constructed, modified, or placed in use without first obtaining Permit, including facilities constructed before (the first date of the adoption this Ordinance), and may include an earthen structure or impoundment made with a concrete liner which fully or partially covers the bottom and/or the sidewalls of the impoundment.
(33) “Water Pollution” means contaminating or rendering unclean or impure the ground or surface waters of the state, or making the same injurious to public health, harmful for commercial or recreational use, or deleterious to fish, bird, animal, or plant life.

(34) “Zoning and Conservation Department” or “ZAC” means the Sawyer County Zoning and Conservation Department, the Sawyer County Zoning and Conservation Department Administrator, and the Sawyer County Zoning and Conservation Department staff designated for oversight, enforcement and providing technical and administrative support for this Ordinance.

Sec. 1-3 Activities Subject to Regulation.

(1) **Permit Requirements.** Any Person who constructs, Substantially Alters, changes use of or closes a Manure Storage Facility and related Waste Transfer Systems, or who employs another Person to do the same, shall be subject to the requirements of this Ordinance, including, but not limited to, all Permit requirements.

(2) **New Construction.** Any new Manure Storage Facility or Substantially Altered Manure Storage Facility shall be designed, constructed and maintained to minimize the risk of structural failure of the Facility and minimize leakage of the Facility. Permit requirements include design, construction and As-built Plans approved by a professional engineer or engineer practitioner and meeting requirements of NRCS standards and specifications. Permit requirements also include an approved Nutrient Management Plan and an updated checklist submitted annually, with the updated plan available to the County Zoning and Conservation Department upon request, and any other information or materials requested by the LCC or the County Zoning and Conservation Department.

(3) **Safety Devices.** All Manure Storage Facilities shall be equipped with Safety Devices, including fences and warning signs, intended to protect humans and livestock from the hazards associated with such Facilities. Safety Devices shall be designed and installed as required by Technical Standard 313.

(4) **Abandoned Manure Storage Facility.**

(a) Closure of a Manure Storage Facility shall occur when an operation where the Facility is located ceases operations, or Manure has not been added or removed from the Manure Storage Facility for a period of twenty-four (24) months. Any Person who owns a Manure Storage Facility that has been determined to have been abandoned must lower the level of the Manure Storage Facility to an elevation of one (1) foot above the floor of the Manure Storage Facility within a period of six (6) months from the date the Manure Storage Facility was determined to be abandoned. The Abandoned Manure Storage Facility shall be subject to Standard 360, Closure of Waste Impoundments. The Manure shall be uniformly spread on cropland or pasture according to an approved Nutrient Management Plan.
(b) The owner or operator of the Manure Storage Facility may retain the Facility for a longer period of time by demonstrating to the County Zoning and Conservation Department that all of the following conditions are met:

1. The Manure Storage Facility is designed, constructed and maintained in accordance with subsection (2).

2. Retention of the Manure Storage Facility is warranted based on anticipated future use.

(c) Manure Storage Facilities that pose an imminent threat to public health, surface water, or groundwater shall be upgraded, replaced, or abandoned in accordance with this section.

(d) Levels of materials in Manure Storage Facilities may not exceed the Margin of Safety Level.

Sec. 1-4 Standards.


Sec. 1-5 Manure Storage Permits.

(1) Permit Required. No Person may undertake any activity subject to this Ordinance without obtaining a Permit from the County Zoning and Conservation Department.

(2) Exception to Permit Requirement. A Permit is not required for emergency repairs, such as repairing a broken pipe or equipment, leaking dikes, or the removal of stoppages to a Manure Storage Facility, which may be performed without a Permit. If repairs will alter the original design and construction of the Manure Storage Facility, a report shall be made to the County Zoning and Conservation Department within two (2) working days of the emergency for determination on whether a Permit will be required for any additional alteration or repair to the Facility.

(3) Fee. All fees under this Ordinance are established pursuant to a Fee Schedule duly adopted by the County Board of Supervisors. Copies of the current fee schedule are kept on file at the County Zoning and Conservation Department. A non-refundable Permit application fee is payable upon submission of a Permit application. Permit fees shall double if a Facility is constructed or closed prior to issuance of a Permit. Separate fees to be paid by an Applicant may apply for engineering or other professional assistance.
provided by the County in the enforcement of this Ordinance, or obtained to assist the County to design a Manure Storage Facility, or in the process of reviewing an application for Permit or amendment to a Permit under this Ordinance.

(4) **Manure Storage Facility Construction Plan and Nutrient Management Plan Required.** Each application for a Manure Storage Facility construction Permit or Waste Storage Facility Closure Permit shall be filed with the County Zoning and Conservation Department. Each application for a Manure Storage Facility construction Permit under this Ordinance shall include a Waste Storage Facility Plan and a Nutrient Management Plan. Plans for the Manure Storage Facility (including Waste Transfer System) and the management of Manure shall be prepared in accordance with following requirements:

(a) A narrative of the general criteria required within Technical Standard 313, and of other applicable NRCS Technical Standards, including management and site assessments. The narrative should include, but is not limited to:

1. The number and type of animals for which storage is provided, the duration for which storage is to be provided, daily gallons and/or cubic feet of waste and Manure produced, bedding type, and Manure handling practices.

2. A description and construction plan of the method of transferring animal waste into and from the Manure Storage Facility.

3. Soil test pit or boring logs and their locations with soil descriptions and test results. Soil test pit or boring criteria should follow Technical Standard 313V.A.2.b and characterize the subsurface (soils, saturation, and Bedrock). This includes the elevation of redoximorphic features (mottling), gleyed soil and moisture condition.

(b) A general location map drawing of the site, which shall include:

1. The location of structures in relation to buildings, homes, property lines, roads, wells, karst features, public or private drainage ditches and creeks, flowages, rivers, streams, lakes, or wetlands within one thousand (1,000) feet of the proposed Facility or system.

2. The location of any wells within two hundred fifty (250) feet of the Facility.

3. The scale of the drawing and the north arrow with the date the general location map was prepared.

4. The location of any floodplains.
(c) Engineering design drawings of the Manure Storage Facility or Waste Transfer System, which shall include:

1. Specific design components that shall comply with Technical Standard 313, and additional applicable NRCS Technical Standards, such as Technical Standard 634.

2. A recoverable benchmark(s), including elevation(s) expressed in feet and tenths.

3. The scale of the drawings and the north arrow. The engineering design drawing shall be drawn to a scale no smaller than one (1) inch equals one hundred (100) feet.

4. The date the engineering design drawings were prepared, name and signature of preparer, and identification of any professional status of the preparer, such as those set forth in Wis. Admin. Code Ch. ATCP 50, Subchapter VI – Soil and Water Professionals.

(d) The structural details, including, but not limited to, dimensions, cross-sections, concrete thickness, concrete joint design and placement, design loads, design computations, reinforcement schedules, thickness and placement of groundwater protection liners, and all material specifications.

(e) Provisions for adequate drainage and control of runoff to prevent pollution of surface water and Groundwater.

(f) A construction site erosion control plan.

(g) Estimated start of construction and construction schedule.

(h) A safety plan that identifies hazards to animals and people in the production area, and design features to minimize those hazards.

(i) An operation and maintenance plan for installed practices.

(j) A Nutrient Management Plan prepared in compliance requirements of this Ordinance, including sub. (6).

(k) Other additional information reasonably requested by the LCC or the County Zoning and Conservation Department to protect water quality and the public health, welfare and safety, or to achieve compliance with the requirements of this Ordinance.

(5) **Manure Storage Closure Plan Required.** Each application for a closure Permit under this Ordinance shall include a site-specific design for closure as specified in Technical Standard 360. The plan shall include:
(a) A general location map drawing of the Manure Storage Facility, which shall include:

1. The location of the Manure Storage Facility in relation to buildings, homes, property lines, roads, wells, karst features, public or private drainage ditches and creeks, flowages, rivers, streams, lakes, or wetlands within one thousand (1,000) feet of the existing Facility.

2. The scale of the drawing and the north arrow.

3. The date the general location map was prepared.

4. The date the engineering design drawings were prepared, name and signature of preparer, and identification of any professional status of the preparer, such as those set forth in Wis. Admin. Code Ch. ATCP 50, Subchapter VI – Soil and Water Professionals.

(b) A description of the method and specifications in transferring Manure into and from the Manure Storage Facility to ensure proper closure of Waste Transfer Systems.

(c) Provisions to remove or permanently plug the Waste Transfer System serving the Manure Storage Facility.

(d) Provisions to remove and properly dispose of all accumulated Manure in the Manure Storage Facility in compliance with applicable Technical Standards.

(e) For all waste impoundments, plan requirements and provisions shall be in compliance and consistent with applicable Technical Standards.

(f) The Manure Storage Facility may be converted to other uses, where as it is demonstrated the conversion will not result in a degradation of Groundwater and/or surface waters or be a threat to public health, safety or general welfare. A detailed description of intended alternative use must be described for all Manure Storage Facility conversions for determination if conversions will be allowed the County Zoning and Conservation Department.

(g) Provisions to ensure that Manure Storage Facility closures and conversions shall implement safety measures to ensure the protection of the public from hazardous conditions and protect the public health, welfare and safety.

(h) Other additional information reasonably requested by the County Zoning and Conservation Department to protect water quality and the public health, welfare and safety, or to achieve compliance with the requirements of this Ordinance.

(6) Permit Standards.
(a) **Manure Storage Construction.** Permit applications shall provide sufficient documentation to demonstrate that a new or Substantially Altered Manure Storage Facility:

1. Is designed in accordance with the following technical standards:
   
   
   b. Technical Standard 634.

(b) **Manure Storage Closure.** Permit applications under shall provide sufficient documentation to demonstrate that the plan for Manure Storage Facility closure meets Technical Standard 360.

(c) **Manure and Nutrient Management.** Nutrient Management Plans shall comply Technical Standard 590, Wis. Admin. Code Ch. ATCP 50.04 (3) and Wis. Admin. Code Ch. NR 151.07, as each may be amended.

(d) **Other Standards.** Other technical guides such as AWMFH or EFH may be used to evaluate compliance with the requirements of this Ordinance.

(e) **Incorporation of Technical Standards and Specifications.** All Technical Standards and specifications are incorporated by reference and made part of this Ordinance. Any future amendment, revision or modification of the Technical Standards or specifications incorporated herein are made a part of this Ordinance, unless the LCC specifically affirmatively acts to a different version. Copies of all applicable Technical Standards and specifications may be obtained from the County Zoning and Conservation Department.

(f) **Certification.** All Permit applications must include a certification provided by a qualified Person that designs and plans meet the Technical Standards and specifications in this Ordinance, including, but not limited to, the requirements of this subsection.

(g) **Variances.** Variances from these standards and specifications can only be granted in accordance with Sec. 1-8 of this Ordinance.

(7) **Review of Application.** The County Zoning and Conservation Department shall receive and review all Permit applications and shall determine if the proposed Manure Storage Facility meets required standards set forth in this Ordinance. Within forty-five (45) calendar days after receiving the completed application and fee, the County Zoning and Conservation Department shall inform the Applicant in writing whether the Permit application is approved or disapproved. If additional information is required, the County Zoning and Conservation Department shall so notify the Applicant. The County Zoning and Conservation Department has thirty (30) calendar days from the receipt of the additional information in which to approve or disapprove the application. No construction or use of any Facility may commence without the final approval form and Permit issued by the County Zoning and Conservation Department.
(8) **Permit Approval Conditions.** All Permits issued under this Ordinance shall be issued subject to the following conditions and requirements:

(a) Facility and system design, construction, and closure shall be carried out in accordance with the approved plans and applicable standards.

(b) Permittees must obtain all required permits, approvals and authorizations before commencing construction activities.

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

(c) The Permittee shall give five (5) working days’ written notice to the County Zoning and Conservation Department before starting any construction activity authorized by the Permit.

(d) Approval in writing must be obtained from the County Zoning and Conservation Department prior to making any changes or modifications to the approved plans and specifications.

(e) Following completion of construction and prior to use, an agricultural or civil engineer registered in the State of Wisconsin, or DATCP, NRCS or County Zoning and Conservation Department engineering practitioner and the Permittee and, if applicable, the contractor, shall certify in writing on forms provided by the County Zoning and Conservation Department that all Facilities and systems were installed as planned, including As-built Plan dimensions and changes or modifications as authorized per sub. (8)(d) made during construction.

(f) The County Zoning and Conservation Department shall provide onsite inspection and final approval for all construction projects conducted under a Permit issued under this Ordinance. To receive final approval, a Manure Storage Facility must be fully constructed as designed, including the marking of the maximum operating level and implementation of all Safety Devices.

(g) No permitted Manure Storage Facility may receive Manure until the County Zoning and Conservation Department provides its final approval and issues the required Permit. No Manure may be emptied from permitted Manure Storage Facility until the County Zoning and Conservation Department approves the Nutrient Management Plan submitted by the Applicant.

(h) Other additional conditions, requirements or restrictions required by the County Zoning and Conservation Department to protect water quality and the public health, welfare and safety, or to achieve compliance with the requirements of this Ordinance.
(9) **Permit Expiration.** All activities authorized by a Permit shall be completed within two (2) years from the date of issuance of the Permit, after which time such Permit shall be void.

(10) **Permit Revocation.** In addition to any other actions authorized under this Ordinance, the County Zoning and Conservation Department may revoke any Permit issued under this Ordinance if the Applicant, Permittee, owner or operator of a Facility has misrepresented any material fact in the Permit application, plan or specification, or if the Applicant, Permittee, owner or operator violates any of the conditions of the Permit or this Ordinance. The decision of the Zoning and Conservation Department may be appealed to the LCC as set forth in Sec. 1-8 of this Ordinance.

Sec. 1-6 **Administration and Enforcement.**

(1) **Delegation of Authority.** The LCC, on behalf of the County Board of Supervisors, hereby designates the County Zoning and Conservation Administrator as the permitting authority, and delegates the authority to administer and enforce this Ordinance.

(2) **Administrative Duties.** In the administration and enforcement of this Ordinance, the County Zoning and Conservation Department shall:

(a) Keep an accurate record of all Permit applications, Manure Storage Facility or other Facility plans, Nutrient Management Plans, Permits issued, inspections made, and other official actions.

(b) Review Permit applications and issue Permits in accordance with the terms of this Ordinance.

(c) Conduct, or cause to be conducted, inspections of Manure Storage Facilities to determine if a Facility construction, closure or operation meet the requirements of this Ordinance.

(d) Conduct, or cause to be conducted, reviews of the Nutrient Management Plans and their implementation.

(e) Investigate complaints relating to compliance with the requirements of this Ordinance and act upon the findings in accordance with provisions of this Ordinance.

(f) Perform other duties as specified in this Ordinance.

(3) **Inspection Authority.** The County Zoning and Conservation Department, as agent for the LCC, or its representative(s), is authorized to enter upon any lands affected by this Ordinance to inspect the land, and request records to determine compliance with this Ordinance, including inspection of sites prior to or after the issuance of a Permit and sites with Unpermitted Manure Storage Facilities. If permission cannot be received from the Applicant or Permittee, entry by the County Zoning and Conservation Department, or its representative may proceed in accordance with Wis. Stat. § 66.0119. Refusal to grant
(4) ** Enforcement Authority.** In addition to the authority to revoke Permits specified in this Ordinance, the County Zoning and Conservation Department is authorized to issue a Stop Work Order(s). The County Zoning and Conservation Department is authorized to post an order stopping work upon land that has had a Permit revoked or on land currently undergoing activity in violation of this Ordinance, and such posting shall be deemed sufficient for providing requisite notice to the Permittee, owner and operator. Notice is given by both posting upon the land where the violation occurs one or more copies of the order stating the violation, and by mailing a copy of the order by certified mail to the Person whose activity is in violation of this Ordinance. The order shall specify that the activity must cease immediately or be brought into compliance within five (5) calendar days.

(5) **Permit Revocation** or order stopping work shall remain in effect unless or until a Permit is reinstated or a Stop Work Order is canceled by the LCC, the County Zoning and Conservation Administrator, or by a court of general jurisdiction and the activity is brought into compliance with this Ordinance. The County Zoning and Conservation Department is authorized to refer any violation of this Ordinance or of any Stop Work Order issued pursuant to this Ordinance to the County’s corporation counsel or district attorney for commencement of further legal proceedings.

(6) **Abatement Order Authority.** The County Zoning and Conservation Department may issue an order to abate any violation of this Ordinance. In the event an offense is not abated as ordered, the County may take such action as is necessary to abate the offense and the cost of such abatement will become a lien upon the real property upon which the violation occurred and may be collected in the same manner as other taxes.

(7) **Citation Authority.** Upon receipt of a verified report and request from the County Zoning and Conservation Department, the County Sheriff or other authorized person shall issue a citation to a violator pursuant to law for violations of this Ordinance.

(8) **Referral Authority.** The County Zoning and Conservation Department may refer a violation of this Ordinance to the County’s corporation counsel to pursue legal action, including, but not limited to, the enforcement of any part of this Ordinance through injunctions or restraining orders.

(9) **Other Lawful Remedies.** Nothing in this section may be construed to prevent the County from using any other lawful means to enforce this Ordinance.

**Sec. 1-7 Violations and Penalties.**

(1) It is unlawful for a Person to violate any provision of this Ordinance or any condition contained in a Permit issued pursuant to this Ordinance.
(2) It is unlawful for any Person to knowingly provide false information, make a false statement, or fail to provide or misrepresent any material fact to a County agent, board, commission, committee, department, employee, officer, or official acting in any capacity under this Ordinance.

(3) It is unlawful for a Person to disobey, fail, neglect, or refuse to comply with, or otherwise resist an order issued pursuant to this Ordinance.

(4) Any Person who fails to comply with the provisions of this Ordinance, conditions of a Permit, or any order of the County issued in accordance with this Ordinance, or resists enforcement, shall be subject to a citation or other enforcement action listed in Sawyer County Citation Ordinance 89-1.

(5) Any Person, firm or corporation who violates or refuses to comply with any of the provisions of this Ordinance shall be subject to a forfeiture of not less than ($10.00) nor more than two hundred ($200.00) dollars per offense, together with a taxable cost of action.

(6) A separate offense is deemed committed on each day that a violation occurs or continues.

Sec. 1-8 Appeals and Variances.

(1) Appeals.

(a) Any Applicant, Permittee or other individual having a substantial interest, which is adversely affected by the order, requirement, decision, or determination made under this Ordinance, may file an appeal pursuant to the terms of this Sec. 1-8.

(b) All appeal requests shall be filed within 30 calendar days of the date of the order, requirement, decision, or determination that is the subject of the appeal was made. The LCC shall hear and consider the appeal at their next scheduled meeting, and not more than 45 days from when the appeal was filed. All appeal requests shall be sent via certified mail to the LCC at the address of the County Zoning and Conservation Department.

(c) All appeal requests shall state the grounds upon which the appeal is made, specify written evidence and the reason for the request, including which requirements from this Ordinance are involved, and other applicable facts, information or evidence supporting the appeal request.

(d) A written decision of the appeal shall be mailed to the appellant within thirty (30) days of the appeal decision. The decision will affirm, deny, or modify the initial determination.

(e) Nothing in this Section 1-8(1) is intended to limit the appeal right of any appellant including but not limited, to an appeal pursuant to Wis. Stat. Ch. 68.
(2) **Variances.** The LCC may, upon the request of an Applicant, authorize a variance from the requirements of this Ordinance when, upon showing by the Applicant, unnecessary hardship would result from literal enforcement of this Ordinance.

(a) A variance shall:

1. Be consistent with the spirit and purpose of this Ordinance.
2. Be based on unique circumstances and not to the general conditions of the area.
3. Not be granted for a self-created hardship.
4. Not permit an activity or practice that may fail structurally or otherwise and cause significant Water Pollution or other off-site impacts.
5. Not be granted if the variance will result in an outcome that is contrary to the public interest and be damaging to the rights of other persons.
6. Not be granted solely on the basis of economic gain or loss.
7. Not be granted solely on the fact that certain conditions existed prior to the effective date of the Ordinance.

(b) No variance from the standards in Technical Guide may be approved unless the County receives a variance or waiver from the Technical Standards through the NRCS or other authorized authority. If public funds are involved, this may be a program requirement at the County’s discretion.

(c) No variance from any State of Wisconsin code or standard may be approved unless the County receives a variance or waiver from the State of Wisconsin code or standard by DATCP, DNR, or other authorized authority.