

1:04 PM  
02/08/24  
Cash Basis

**Hayward Lakes Visitor & Convention Bureau**  
**Profit & Loss Town of Round Lake**  
January through December 2023

	Jan - Dec 23
Ordinary Income/Expense	
Income	
Room Tax Income	
Town of Round Lake	39,652.63
Total Room Tax Income	39,652.63
Total Income	39,652.63
Gross Profit	39,652.63
Expense	
Room Tax Marketing	
TV	23,129.42
Local Media	14,405.00
Silent Sports	505.00
Total Room Tax Marketing	38,039.42
Total Expense	38,039.42
Net Ordinary Income	1,613.21
Net Income	1,613.21

## **Town of Round Lake Area Marketing Benefits (with estimated values)**

- Town of Round Lake signs (\$5150)
- Town of Round Lake listing and logo with website link on page 2 in 2024 vacation guide (\$100)
- Town of Round Lake listing on [www.haywardlakes.com](http://www.haywardlakes.com) (\$260.00)
- Town of Round Lake listed as marketing partner in monthly digital newsletter with link. (\$25)
- Free banner ad and link to the Town of Round Lake on [www.haywardlakes.com](http://www.haywardlakes.com) (\$850)
- Funded 5<sup>th</sup> edition road bicycle map includes Placid Lake Loop Marked #3 and Placid Lake Loop Extension Marked #4 and County Road S Loop Marked #8 (\$500)
- Calendar of Events listed on [www.haywardlakes.com](http://www.haywardlakes.com). Examples include listing Moose Lake Fireworks on July 4<sup>th</sup> and Round Lake Fireworks on July 3<sup>rd</sup>.
- Information Center community bulletin board-open to post all area event posters 8 ½ x 11
- Shore fishing handout in Sawyer County lists several lakes in Town of Round Lake
- Funded EXPLORE map 2022 includes all public boat launches for Town of Round Lake (\$4800)
- Funded Sawyer County Outdoor Map includes public boat launches, town roads, lake data and lists state owned fishery areas; Callahan Lake Fishery Area (\$500)
- Produced and funded Hayward Area hiking, snowshoeing, xc skiing and bicycle trails.
- Snowmobile, ATV Trail, and Fall Color Reports represent all of Sawyer County. HLVCB updates weekly on [www.travelwisconsin.com](http://www.travelwisconsin.com) and several other on-line blogs such as Sno-tracks, etc. (\$1500)
- Produced and funded the fall color tour brochure (self-guided map) includes Round Lake, Tiger Cat Flowage, Callahan, and Moose Lake on Tour # 1 Green (\$1000)
- Extranet partner for [www.travelwisconsin.com](http://www.travelwisconsin.com) for Sawyer County. The HLVCB updates all places to stay, things to do, places to dine annually. (Do not have to be a member of the HLVCB)
- Advertise Rustic Roads in the Hayward Lakes Area R-111 Portions of County S, Moose Lake Road, Forest Road 174
- Gather lodging availability for all large events for Sawyer County (Birkie and LWC.) (Do not need to be a member of HLVCB).
- Complimentary basic listing for lodging members in the Town of Round Lake on [www.haywardlakes.com](http://www.haywardlakes.com) that want to be listed. Any new lodging members can be added as soon as we are notified. (\$260 each listing)
- Distribute snowmobile maps, corridor atv/snow maps, outdoor trail guide, and bicycle map by mail and at sport shows. (\$2.46/each packet mailed with a vacation guide).
- Answer questions about and refer visitors to the appropriate business, website, etc.
- Outdoor Report/Fishing weekly report covers Sawyer County (\$100/week)

Hayward Lakes Viltors Convention Bureau, Sawyer County WI USA  
Board of Directors 2023

President	Cheryl	Treland	Lake Chippewa Flowage Resort Association
Vice-President	Amanda	Wilson	Deerfoot Lodge & Resort
Treasurer	Kris	Treland-Neumann	Pat's Landing Resort
Secretary	Margaret	Hoffmann	Holiday Inn Express & Suites
Director	Mike	Best	Recreational Rental Properties
Director	Meagan	Bonney	Wilderness Walk Zoo
Director	John	Myhre	WI Northland Outdoors Guide Service
Director	Tera	Neibauer	Daryl's Guide Service
Director	Brenda	Dettloff	Indian Trail Resort
Director	Alex	Greene	Shady Nook Resort
Director	Stacey	Hessel	Sawyer County Government
Director	Tatum	Treland-Schlapper	Treland Resorts
Director	Rob	Mittlesdorf	Nelson Lake Resort Association
Director	Cathy	LaReau	Sawyer County Government
Director	Jim	Onarheim	None
Director	Steve	Wortman	Northwoods Motel
Director	Chris	Ruckdaschel	Hayward Area Chamber of Commerce
Director	Geary	Searfoss	Winter Area Chamber of Commerce
Director	Amanda	Staudemeyer	4 Seasons Resort
Director	Louis	Taylor	LCO Tribal Government
Director	David	Thearin	Northland Lodge
Director	Ted	Telitz	Fred Thomas Resort

**Town of Round Lake, Sawyer County, Wisconsin  
Public Notice Receipt of Nonmetallic Mining License Application:  
Travis Butterfield:**

**Property Physical Address: description:** PRT NESE SEC 11 PRT NWSW SEC 12 LOT 1 CSM 28/13 #7170. Town of Round Lake, Sawyer County Wisconsin: Legacy PIN # 02481114101

Licenses is desired for the for the Location/ Operation of a non-metallic mineral extraction site 10.57 total acres Forestry One (F-1) zone district.

Public Inspection and copy of application may be obtained at the Town of Round Lake Office, located at 10625 N County Road A, Hayward WI 54843. Office hours are on Thursdays 12:00 (noon) – 6:00 p.m. and others days and/ or time by appointment. Contact phone 715-462-9271, Email: [town@townofroundlakewi.org](mailto:town@townofroundlakewi.org)

Electronic version of application can be found on Town of Round Lake website <http://townofroundlakewi.org>

The Town of Round Lake Supervisors will review application at regularly scheduled board meeting on March 14, 2024. Meeting is held at the Town of Round Lake Town Hall located at 10625 N County Road A, Hayward WI, 54843 @ 6:30 p.m.

/s/ Kathy McCoy – Clerk – Round Lake

Notice Posted – 2-18-2024

## TOURISM ENTITY AGREEMENT

This TOURISM ENTITY AGREEMENT ("Agreement") is entered into by and between Town of Round Lake, Sawyer County, WI, USA and the Hayward Lakes Visitors and Convention Bureau, Sawyer County, WI, USA, Inc., ("HLVCB") a Wisconsin Non-Profit 501(c)(6) Non-Stock Corporation on this 14<sup>th</sup> day of October 2021.

**WHEREAS**, the HLVCB qualifies as a "tourism entity" as that term is defined in Section (1) (f) of the Room Tax Act;

**WHEREAS**, the HLVCB provides tourism destination services as defined in the Room Tax Act for the Town of Hayward and other municipalities located in Sawyer County ("participating municipalities");

**WHEREAS**, HLVCB agrees to incorporate the Town of Round Lake into its tourism promotion and tourism development efforts with its participating municipalities and with their shared room taxes for the purpose of promoting the Hayward Lakes area as a single destination to the traveling public, thus benefitting all of the participating municipalities;

**WHEREAS**, although HLVCB is headquartered in the City of Hayward, the HLVCB maintains its physical presence in its participating municipalities be maintaining and disseminating its tourism brochures and other written marketing and promotional materials in the lodging establishments and other organizations who benefit from tourism who are located in the participating municipalities be otherwise engaging in other activities located therein;

**WHEREAS**, Town of Round Lake has enacted an ordinance to impose a uniform tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators, lodging marketplaces, owners of short-term rentals, and other persons furnishing accommodations which are available to the public pursuant to §66.0615 Wis. Stats. ("Room Tax Act"); and

**WHEREAS**, within the Room Tax Ordinance, Town of Round Lake has imposed a Room Tax of four percent (4%) effective January 1, 2022; and

**WHEREAS**, the Town of Round Lake desires to enter into a contract with the HLVCB for it to provide the Town of Round Lake with staff, support services and assistance in developing and implementing programs that promote tourism promotion and tourism development in the Town of Round Lake to visitors as provided in Section (1) (b) 4 of the Room Tax Act and the HLVCB desires to enter into such a contract with the Town of Round Lake and;

**WHEREAS**, the agreements of the parties as to such services shall be as set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated in and made a part of this Agreement.

2. Definitions.

- a. "HLVCB" shall mean the Hayward Lakes Visitors and Convention Bureau, Sawyer County, WI, USA, Inc., a Wisconsin Non-Profit 501(c) (6) Non-Stock Corporation.
- b. "Room Tax" shall mean a tax imposed on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators lodging market places, owners of short-term rentals, and other persons furnishing accommodations which are available to the public pursuant to the Room Tax Act. The Town of Round Lake shall impose a room tax not to exceed the amount of four percent (4 %).
- c. "Town of Round Lake" shall mean the governmental unit as identified in this Agreement in which an operating lodging property is located and which collects a room tax.
- d. "Remitted Room Taxes" shall mean the amount of room taxes that the Town of Round Lake has collected and forwarded to the HLVCB. All room taxes remitted to the HLVCB under this Agreement will be used by the HLVCB for tourism promotion and tourism development in the Town of Round Lake as required under the Wisconsin Room Tax Act.
- e. "Room Tax Revenue Account": HLVCB will be permitted to incorporate and commingle the room tax revenue received from the Town of Round Lake into the same account that HLVCB holds room taxes from its other participating municipalities. The use of commingled funds substantially increases the purchasing power of the HLVCB in purchasing advertisements. However, by doing so, HLVCB agrees to use at least 10% of the remitted tax from the Town of Round Lake for direct tourism promotion for the Town of Round Lake as provided for in paragraph 4. b.
- f. "Room Tax Act" shall mean §66.0615 Wis. Stat., as amended from time to time.
- g. "Tourism promotion and tourism development" any of the following that is significantly used by transient tourists and occupants of short-term rentals and reasonably likely to generate paid overnight stays at more than one establishment on which a tax under Section (1m) (a) of the Room Tax Act may be imposed, that are owned by different persons and located within a Town of Round Lake in which a tax under this section is in effect:

1. Marketing projects, including but not limited to advertising media buys, creation and efforts to recruit conventions, sporting events, programs, or motor coach groups.
  2. Transient tourist informational services.
  3. Tangible municipal development, including a convention center.
  4. Room Taxes shall not be used to construct or develop a lodging facility.
3. Purpose. The purpose of this Agreement is to set forth the respective responsibilities, powers, duties and obligations of the parties hereto in collecting and utilizing Room Tax Revenues generated in the Town of Round Lake under the provisions of the Room Tax Act and spent in accordance with the requirements of the Room Tax Act as stated in paragraph 2.
4. Room Tax Revenues. The Town of Round Lake shall impose and collect a 4% room tax on transient visitors and occupants who stay at the lodging properties or short-term rentals within the Town of Round Lake.
- a. The hotelkeeper, motel operator, lodging market place, owner of short-term rentals, and other persons furnishing accommodations will be permitted to retain five (5%) of all room taxes collected for administrative purposes. They will then remit the total balance to the Town of Round Lake.
  - b. The Town of Round Lake will retain thirty (30%) of the remitted room taxes collected from those furnishing accommodations for use of any civic purpose the township deems necessary. The Town of Round Lake shall then remit the remaining (70%) to the HLVCB. The HLVCB will deposit said funds in its Room Tax Revenue Account and use those funds exclusively for tourism promotion and tourism development according to Wisconsin Room Tax Act §66.0615 Wis. Stats. With 10% of the remitted tax being used for direct tourism promotion for the Town of Round Lake, which shall include but not limited to, promoting, marketing, and advertising the Town of Round Lake and its lodging properties that encourages tourists and other persons to visit the Town of Round Lake and stay overnight at lodging properties located within the Town of Round Lake and to otherwise promote tourism for the Town of Round Lake.
5. Appointment of Tourism Entity. The Town of Round Lake hereby contracts with the HLVCB as the tourism entity contracted under the Room Tax Act.
6. HLVCB Responsibilities. The HLVCB shall be responsible for the following:

- a. Administrative Support. The HLVCB agrees that it will provide all administrative tasks relating to tourism promotion and tourism development for the Town of Round Lake. The HLVCB will be required to obtain staff, support services, and assistance in developing and implementing programs to promote tourism promotion and tourism development. Any notices or documentation required to be provided to the Town of Round Lake by the HLVCB shall be forwarded to the Town of Round Lake. It is further acknowledged that, upon reasonable prior notice, the HLVCB will attend meetings called by the Town of Round Lake to discuss issues pertaining to room taxes collections and expenditures and otherwise cooperate to achieve the purposes of the room tax statute.
  - b. Accounting. The HLVCB shall provide the Town of Round Lake with an accounting of the Town of Round Lake Room Tax Revenue Account, upon reasonable request by the Town of Round Lake; provided that the HLVCB shall have not less than thirty (30) days from its receipt of such request to respond.
  - c. Tourism Plan. Not later than January 1<sup>st</sup> of each year, or as otherwise agreed, the HLVCB shall generate a written Tourism Plan, which shall be made available to the Town of Round Lake within thirty (30) days of the written request for the same. The parties agree that the Tourism Plan may be revised from time to time and, if so, the Town of Round Lake will be so notified and provided a revised Tourism Plan. It is understood that the Town of Round Lake shall have no approval rights of the Tourism Plan but may provide comment or recommendation to the HLVCB which may be implemented at the HLVCB's discretion.
  - d. Reports. The HLVCB agrees to prepare a separate DOR Form that is created and provided by the Department of Revenue ("DOR") for the Town of Round Lake, on or before April 1, beginning in 2022 as provided in section (4) of the Room Tax Statute, unless an extension in filing the Form to the DOR has been extended. If so, the HLVCB shall submit the DOR Form to the Town of Round Lake on or before thirty (30) days before it is due to the DOR. The Town of Round Lake agrees to cooperate with the HLVCB when completing this form.
  - e. Compliance. The HLVCB agrees to comply with applicable laws pertaining to its non-profit status.
7. Acknowledgement of Compliance. The HLVCB acknowledges and agrees that the imposition of a total Room Tax in the amount of four Percent (4 %) by the Town of Round Lake complies with the Room Tax Act.
8. Deficient Payments by Municipalities. The parties agree that they shall work together toward the collection of any deficient amounts owed by the Town of Round Lake; and the parties shall cooperate with the Town of Round Lake to assist the Town of Round



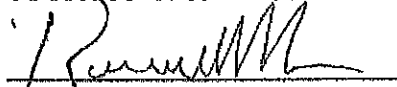
## Addendum to Tourism Entity Agreement

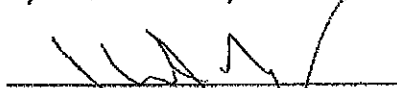
This Addendum, after due consideration given, hereby revises, amends, and is incorporated into the Tourism Entity Agreement between the Town of Round Lake ("Town") and the Hayward Lakes Visitors and Convention Bureau ("HLVCB") dated October 14, 2021, as follows:

1. The effective date of the Agreement is January 1, 2022, the date upon which the Town's Room Tax Ordinance goes into effect.
2. The initial term of the Agreement is one (1) year commencing January 1, 2022 and ending on December 31, 2022.
3. The language contained in Paragraph 10 Term is eliminated and replaced with the following: The Agreement shall be terminated at the conclusion of one (1) year unless the parties agree in writing to extend the Agreement no later than sixty (60) days prior to the end of the first year, on or before November 1, 2022. If the parties agree to extend the Agreement, it shall be extended, for a period of three (3) years. The Agreement will continue to remain in full force and effect for additional three (3) year periods unless and until either party provides the other party sixty (60) days written Notice of its Intent to Terminate the Agreement prior to the end of the third year of the current contract period. In the event the Town of Round Lake provides HLVCB with the requisite sixty (60) days' Notice of Intent, the Town of Round Lake agrees to honor all financial commitments, that is, remit sufficient room taxes to pay those financial commitments that HLVCB made prior to the date the Notice of Intent was given to HLVCB but would extend beyond the termination of the Agreement. HLVCB agrees to provide to the Town of Round Lake an itemized list of all such financial obligations that pertains to the Town of Round Lake, which shall provide: (1) date financial obligation was made and (2) when the financial obligation is due and owing so that HLVCB can make timely payment, with copy of payment to the Town of Round Lake.

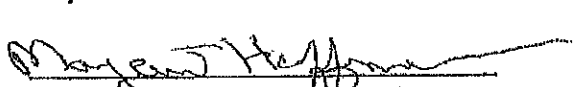
IN WITNESS WHEREOF, the parties have executed this one-page Addendum on

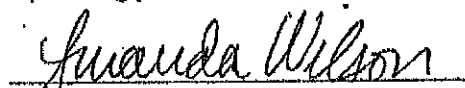
TOWN OF ROUND LAKE

  
By: Rolfe Hanson, Chairman

  
By: Kathy McCoy, Clerk

Hayward Lakes Visitors and Convention Bureau

  
By: Margaret Hoffman, President

  
By: Amanda Wilson, Secretary

Lake for the collection of any deficient amounts owed by any operator required to collect and remit Room Tax proceeds.

9. Events of Default. Each of the following shall be considered to be an Event of Default (only following the applicable cure period) by the HLVCB:

- a. The failure to provide an accounting upon request of Town of Round Lake hereunder after ninety (90) days written notice of HLVCB's failure to do so by the Town of Round Lake, as applicable, provided that if the HLVCB cannot in good faith provide the accounting within ninety (90) days of notice but has legitimately begun the process to provide such information, the cure period shall be extended an additional ninety (90) days to allow for HLVCB's good faith compliance.
- b. The failure to provide a Plan of Business to the Town of Round Lake as required herein after ninety (90) days written notice of HLVCB's failure to do so by the Town of Round Lake, provided that if the HLVCB cannot in good faith provide the Tourism Plan within ninety (90) days of notice but has begun the process to provide such information, the cure period shall be extended an additional ninety (90) days to allow for HLVCB's good faith compliance.
- c. The failure to provide the requisite DOR FORM as provided in paragraph 6 d. to the Town of Round Lake, who in turn must submit to the DOR in a timely manner unless otherwise excused by the Town of Round Lake or DOR or the HLVCB is unable to provide the form in a timely manner due to circumstances beyond its control.

10.) Term: This Agreement shall have an initial term of one (1) year from the date of this Agreement unless either party provides the other party sixty (60) days written Notice of its Intent to Terminate the Agreement. The Agreement shall be terminated at the conclusion of the one (1) year, unless the parties agree in writing to extend the Agreement or agree to different terms. If no written Notice of Intent to Terminate is given within the requisite 60 day time period, the Agreement will continue to remain in full force and effect for three (3) years and thereafter for additional five (3) year periods unless and until either party provides the other party sixty (60) days written Notice of its Intent to Terminate the Agreement during the third year of the current contract period. In the event the Town of Round Lake provides HLVCB with the requisite sixty (60) days' Notice of Intent, the Town of Round Lake agrees to honor all financial commitments, that is, remit sufficient room taxes to pay those financial commitments that HLVCB made prior to the date the Notice of Intent was given to HLVCB but would extend beyond the termination of the Agreement. HLVCB agrees to provide to the Town of Round Lake an itemized list of all such financial obligations that pertains to the

Town of Round Lake, which shall provide: (1) date financial obligation was made and (2) when the financial obligation is due and owing so that HLVCB can make timely payment, with copy of payment to the Town of Round Lake.

11. Termination.

a. The Town of Round Lake may terminate this Agreement at any time if (i) it is found that the HLVCB, or its agents, has committed a material breach of this Agreement, (including but not limited to, the intentional misuse of the Room Tax revenues for purposes outside of which are permitted by the Room Tax Act. which are permitted by the Room Tax Act), which material breach is not cured within thirty (30) days of the HLVCB's receipt of written notice from the Town of Round Lake containing a sufficient description of the material breach alleged or (ii) the HLVCB is no longer acting as a "Tourism Entity" as defined in the Room Tax Act. The Town of Round Lake rescinds the Town of Round Lake Room Tax Ordinance No. 02-2021.

b. Following termination, the Town of Round Lake shall have no further obligation to the HLVCB except as otherwise provided in paragraph 10 above. However, HLVCB shall remain under the duty to provide an accounting as requested and the accounting as described in paragraph 6 b. of the Agreement, through the date of termination.

12. Modification. This Agreement shall not be modified without an express written agreement executed by the parties.

13. Severability. If any provision or provisions of this Agreement shall be held to be invalid, such holding shall not in any way whatsoever affect the validity of the remainder of this Agreement.

14. Governing Law. This Agreement has been drawn and executed and shall be performed in the State of Wisconsin. All questions concerning this Agreement and the performance hereunder shall be judged and resolved in accordance with the laws of Wisconsin.

15. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.


16. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing Party.

17. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. There are no representations, arrangements, understandings, or agreements, oral or written, not contained herein.


18. Authority. In signing this Agreement, the parties represent and warrant that the terms herein have been approved by their respective governing bodies and that appropriate authority rests in the signatories on behalf of the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement, comprising of 17 paragraphs, as of the date first above written.

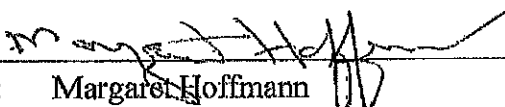
**TOWN OF ROUND LAKE**

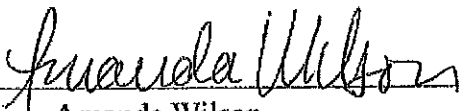
By:   
Name: Rolfe Hanson  
Its: Chairman

Countersigned:

  
Name: Kathy McCoy  
Its: Clerk

**HAYWARD LAKES VISITORS AND CONVENTION BUREAU, SAWYER COUNTY,  
WI, USA**

By:   
Margaret Hoffmann  
Its: President

By:   
Amanda Wilson  
Its: Secretary

**TOWN OF ROUND LAKE  
ROOM TAX  
ORDINANCE NO. 02-2021**

**010 Definitions.**

(a) "Gross receipts" has the meaning as defined in Wisconsin Statutes, Section 77.51(4)(a), (b) and (c) insofar as applicable.

(b) "Hotel" or "motel" means a building or group of buildings in which the public may obtain accommodations for a consideration, including, without limitation, such establishments as inns, motels, tourist homes, tourist houses or courts, lodging houses, rooming houses, summer camps, apartment hotels, resort lodges and cabins, and any other building or group of buildings in which accommodations are available to the public, except accommodations rented for a continuous period of more than one month and accommodations furnished by any hospital, sanitariums, or nursing homes, or by corporations or associations organized and operated exclusively for religious, charitable or educational purposes, provided that no part of the net earnings of such corporation and associations inures to the benefit of any private shareholder or individual.

(c) "Transient" means any person residing for the continuous period of less than one month in a hotel, motel or other furnished accommodations available to the public.

(d) "Lodging marketplace" means an entity that provides a platform through which an unaffiliated 3<sup>rd</sup> party offers to rent a short-term rental to an occupant and collects the consideration for the rental from the occupancy.

(e) "Occupant" means a person who rents a short-term rental through a lodging marketplace.

(f) "Owner" means the person who owns the residential dwelling that has been rented.

(g) "Residential dwelling" means any building, structure, or part of the building or structure, that is used or intended to be used as a home, residence, or sleeping place by one person or by 2 or more persons maintaining a common household, to the exclusion of all others.

(h) "Short-term rental" means a residential dwelling that is offered for rent for a fee and for fewer than 29 consecutive days.

## **020 Imposition of Tax.**

(a) Pursuant to Section 66.0615, a tax is imposed on the privilege and service of furnishing, at retail, of rooms or lodging to transients by hotelkeepers, motel operators, lodging marketplaces, owners of short-term rentals, and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for the use of the accommodations. Such tax shall be at the rate of four percent (4%) of the gross receipts from such retail furnishings of rooms or lodging. Such tax shall not be subject to selective sales tax imposed by Wisconsin Statutes, Section 77.52(2)(a)1.

(b) Sales of rooms to the federal government, state of Wisconsin, Wisconsin local governmental units, and other entities holding tax-exempt certificates shall be exempt from imposition of the room tax imposed under this chapter. The exemption shall be granted only if the following conditions have been met for any sale of a room:

- (1) The retailer shall bill the lodging in the name of the exempt entity; and
- (2) The retailer must be provided with either:
  - (A) In the case of federal, state of Wisconsin or local governmental units, a tax-exempt status number and a letter of authorization or purchase order from the governmental unit, or
  - (B) In the case of other tax-exempt entities, the entities certificate of exempt status number.

## **030 Tourism Entity**

The municipality shall enter into an agreement with one or more tourism entities, as defined by Wis. Stat. 66.0615 (f), who shall be responsible for tourism promotion and tourism development as defined by Wis. Stat. 66.0615 1 (fm). The municipality hereby appoints the Hayward Lakes Visitors and Convention Bureau Sawyer County, WI, USA, Inc. ("HLVCB") as the tourism entity under the Room Tax Act.

#### **040 Collection and Distribution.**

(a) Collection of Tax. Collection shall be administered by the Town of Round Lake Treasurer. The tax imposed for each month, is due and payable on the last day of the month following the calendar quarter for which tax was imposed. From that tax, five percent (5%) is retained by the lodging collector. A return shall be filed with the Town of Round Lake Treasurer, by those furnishing at retail such rooms and lodging, lodging marketplaces, owners of short-term rentals, and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for use of the accommodations on or before the same date on which such tax is due and payable. Such return shall show the gross receipts of the preceding calendar quarter from such retail furnishing of rooms or lodging, the amount of taxes imposed for such period, and such other information as the treasurer deems necessary. All such returns shall be signed by the person required to file a return or his duly authorized agent, but need not be verified by oath. The Town of Round Lake Treasurer may, for good cause, extend the time for filing any return, but in no event longer than one month from the filing date.

(b) Distribution of Tax. The room tax remitted shall be allocated to a segregated fund of the municipality. The municipality will retain thirty (30%) of the remitted room taxes collected from those furnishing accommodations for use of any civic purpose and will remit seventy (70%) remaining room taxes to the HLVCB, and all seventy (70%) of the remitted taxes shall be used for tourism promotion and tourism development per Room Tax Act §66.0615 Wis. Stats.

**050 Sale of Business.** If any person liable for any amount of tax under this chapter sells out his business or stock of goods or quits the business, his successors or assigns shall withhold sufficient money from the purchase price to cover such amount of tax until the former owner produces a receipt from the treasurer showing that it has been paid or a certificate stating that no amount is due. If a person subject to the tax imposed by this chapter fails to withhold such amount of tax from the purchase price as required, he shall become personally liable for payment of the Municipal Code 57-024 amount required to be withheld by him to the extent of the price of the accommodations valued in money.

**060 Audit.** The treasurer may, by audit, determine the tax required to be paid to the municipality or the refund due to any person under this chapter. This determination may be made upon the basis of the facts contained in the return being audited or on the basis of any other information within the treasurer's possession, or information such as that which would be gained from income tax returns which shall be

furnished upon request of the treasurer. One or more such audit determinations may be made of the amount due for anyone or for more than one period.

**070 Failure to File.** If any person fails to file a return as required by this chapter, the treasurer shall make an estimate of the amount of the gross receipts under Section 020. Such estimate shall be made for the period for which such person failed to make a return and shall be based upon any information which is in the treasurer's possession of which may come into their possession. On the basis of this estimate, the treasurer shall compute and determine the amount required to be paid to the municipality, adding to the sum thus arrived at a penalty equal to twelve percent (12%) thereof. One or more such determinations may be made for one or more than one period.

**080 Interest.** All unpaid taxes under this chapter shall bear interest at the rate of twelve percent (12%) per annum from the due date of the return until the first day of the month following the month in which the tax is paid or deposited with the treasurer. All refunded taxes shall bear interest at twelve percent (12%) per annum from the due date of the return until the first day of the month in which such taxes are refunded. An extension of time within which to file a return shall not operate to extend the due date of the return for purposes of interest computation. If the treasurer determines that any overpayment of tax has been made intentionally or by reason of carelessness or neglect, or if the tax which was overpaid was not accompanied by a complete return, it shall not allow any interest thereon.

**090 Penalty Assessment.** If due to negligence no return is filed, or a return is filed late, or an incorrect return is filed, the entire tax finally determined shall be subject to a penalty of twenty-five (\$25) dollars, exclusive of interest or other penalties. If a person fails to file a return when due, or files a false or fraudulent return with the intent in either case to defeat or evade the tax imposed by this chapter, a penalty of fifty percent (50%) shall be added to the tax required to be paid, exclusive of interest and other penalties.

#### **100 Records and Taxation.**

(a) Every person liable for the tax imposed by this chapter shall keep or cause to be kept such records, receipts, invoices and other pertinent papers in such form as the treasurer requires.

(b) All tax returns, schedules, exhibits, writings or audit reports relating to such returns, on file with the treasurer, are deemed to be confidential, except the treasurer may divulge their contents to the following and no others:



- (1) The person who filed the return;
- (2) Officers, agents, or employees of the Federal Internal Revenue Service or the State Department of Revenue;
- (3) The assessor, municipality's attorney, highest ranking municipal leader, and finance director;
- (4) Such other public officials of the municipality when deemed necessary.

(c) No person having an administrative duty under this chapter shall make known in any manner the business affairs, operations or information obtained by an investigation of records of any person of whom a tax is imposed by this chapter, or the amount or source of income, profits, losses, expenditures or any particular thereof, set forth or disclosed in any return, or to permit any return or copy thereof to be seen or examined by any person, except as provided in subsection (b).

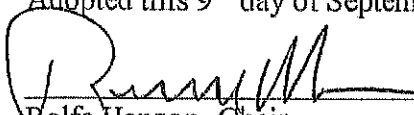
**120 Penalty--Forfeiture.** Any person who is subject to the tax imposed by this chapter and fails to file a return as provided in this chapter, or who fails to pay the room tax when required, or who violates any other provisions of this chapter, shall, in addition to the other charges and penalties imposed by this chapter, be subject to a forfeiture not to exceed two hundred fifty dollars (\$250.00) for each violation. Each day in violation is deemed to constitute a separate offense.

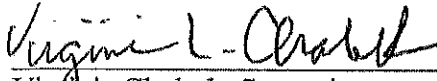
**103 Termination** This ordinance may be terminated at any time through the authorization of the Town of Round Lake Board of Supervisors. The Town of Round Lake must provide the Hayward Lakes Visitors and Convention Bureau Sawyer County, WI, USA Inc. ("HLVCB") with a 90 day notice of intent to terminate this ordinance in whole or amend this ordinance as to the named tourism entity.

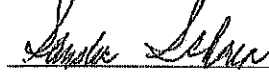
**130 Effective Date**

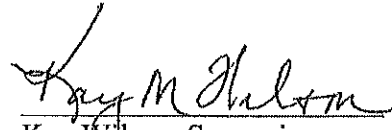
This Ordinance shall take effect January 1<sup>st</sup>, 2022.

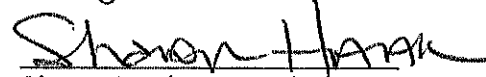
Adopted this 9<sup>th</sup> day of September 2021

  
\_\_\_\_\_  
Rolfe Hanson, Chair


  
\_\_\_\_\_  
Virginia Chabek, Supervisor

  
\_\_\_\_\_  
Sandra Schara, Supervisor

  
\_\_\_\_\_  
Kay Wilson, Supervisor

  
\_\_\_\_\_  
Sharon Haak, Supervisor

Attest:

  
\_\_\_\_\_  
Kathy A. McCoy, Clerk- Round Lake

## Township Approval Application – Shipping Container

Town of Round Lake

Date of Application 2/27/24

Subject: Town Board consideration Land Use application for a shipping container as per Sawyer County Zoning Ordinance Section 2.0 (93)

Approval is desired and required for a shipping container indicated on the property owner's Land Use application.

Name of Owner: Michael Ahrens

Site Location of proposed shipping container: 10648 Hwy B

By Action of the Town Board, use is:

☐ Approved

☐ Denied

☐ Tabled

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairman	_____	Date	_____
Supervisor	_____	Date	_____
Supervisor	_____	Date	_____

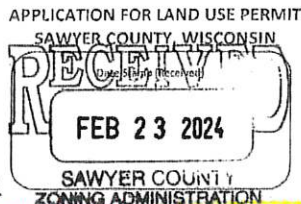
**\*Only one signature required.**

Return to:

Sawyer County Zoning & Conservation  
10610 Main Street, Suite #49  
Hayward, WI 54843

Email: [michelle.harris@sawyercountygov.org](mailto:michelle.harris@sawyercountygov.org)

SUBMIT COMPLETED APPLICATION AND FEE TO:  
Sawyer County  
Zoning & Conservation Dept.  
10610 Main St Suite 49  
Hayward, WI 54843  
(715) 634-8288



INSTRUCTIONS: No permits will be issued until all fees are paid. Checks are made payable to: Sawyer County Zoning Department.

DO NOT START CONSTRUCTION UNTIL ALL PERMITS HAVE BEEN ISSUED TO APPLICANT. Original Application MUST be submitted. Submittal of this application or receipt of fees does not constitute permit issuance.

FILL OUT IN INK (NO PENCIL)

Owner(s) Name: Michael D + Wendy L Ahrens		Contractor(s) Name:	
Mailing Address: 10648 W County Hwy B Hayward, WI 54843		Mailing Address:	
Phone: 715-558-6472		Phone:	
Email:		Email:	
Site address:	10648 W County Hwy B	Or Date applied for:	
Legacy PIN#	024-741-34 4402	Town of:	Round Lake
Permit Delivery Method		<input type="checkbox"/> Call Owner <input checked="" type="checkbox"/> Mail Owner <input type="checkbox"/> Call Contractor <input type="checkbox"/> Mail Contractor	

<input type="checkbox"/> Shoreland	Is Property/Land within 300 feet of River, Stream (incl. Intermittent) Creek or Landward side of Floodplain? If yes---continue →	Distance Structure Is from Shoreline : feet	Is your Property in Floodplain Zone? Yes No	Are Wetlands Present? Yes No
	Is Property/Land within 1000 feet of Lake, Pond or Flowage If yes---continue →	Distance Structure Is from Shoreline : feet		
<input checked="" type="checkbox"/> Non-Shoreland				

Value at Time of Completion * include donated time & material	Describe Project type (House, garage, shed, deck, Addition, etc...) List separately	Number of Stories	Project Foundation (Basement, Crawlspace, Slab)	Total # of bedrooms Post construction	What Type & Capacity is the Sewer/Sanitary System(s)
\$ Dwelling	Shipping Container	—	—		
\$ 800.00 Accessory Bldg					
\$ Addition/Alteration					

Proposed Use	✓	Proposed Structure	Dimensions	Total Square Footage (multiply per story)	Height: Lowest Grade to Highest Peak
<input checked="" type="checkbox"/> Residential Use		Residence	( X )		Ft.
		with 2 <sup>nd</sup> story or loft	( X )		Ft.
		with Basement	( X )		Ft.
		Attached Garage	( X )		Ft.
	<input checked="" type="checkbox"/>	Accessory Structure (explain) (detached garages, sheds, boat houses, etc.) Shipping Container	( 8.5 x 20 )	170	Ft. 8
		Temporary Guest Quarters or Bunkhouse (Circle type)	( X )		Ft.
		Deck/Porch/Patio	( X )		Ft.
		(2 <sup>nd</sup> ) Deck/Porch/Patio	( X )		Ft.
		Other (explain)	( X )		Ft.
<input type="checkbox"/> Agricultural Use		Principal Structure (Agricultural, Commercial, Municipal, Etc.)	( X )		Ft.
<input type="checkbox"/> Commercial/Industrial Use		Addition/Alteration (explain)	( X )		Ft.
<input type="checkbox"/> Municipal Use					
<input type="checkbox"/> Other					
Total habitable square feet:			Total Non-habitable square feet; (decks, patios, garages, sheds, storage area & other structures) 170		



## Original Application MUST be submitted

Attach a Plan or Sketch your Property on 8.5" x 11" or 8.5" x 14" paper. \*Must\* Include location and setback of proposed and existing structures, roads, driveway, sanitary components, well, lake, river, stream, and wetlands.

Description	Setback Measurements	Description	Setback Measurements
Setback from the Centerline of Platted Road and/or	117 Feet	Setback from the Lake (ordinary high-water mark)	N/A Feet
Setback from the Established Right-of-Way	84 Feet	Setback from the River, Stream, Creek	N/A Feet
Setback from the North Lot Line	2300 Feet	Setback from the Bluff if applicable	N/A Feet
Setback from the South Lot Line	84 Feet	Setback from Wetland	N/A Feet
Setback from the West Lot Line	193 Feet	Slope within area of construction/disturbance	% Slope
Setback from the East Lot Line	5 Feet	Elevation of Floodplain	N/A Feet
Setback to Septic Tank or Holding Tank	115 Feet	Setback to Well	105 Feet
Setback to Drain Field	155 Feet		
Setback to Privy (Portable, Composting)	N/A Feet		

Prior to the placement or construction of a structure within five (5) feet of the minimum required setback, the boundary line from which the setback must be measured must be visible from one previously surveyed corner to the other previously surveyed corner or marked by a licensed surveyor at the owner's expense.

Prior to the placement or construction of a structure more than five (5) feet but less than ten (10) feet from the minimum required setback, the boundary line from which the setback must be measured must be visible from one previously surveyed corner to the other previously surveyed corner, or verifiable by the Department by use of a corrected compass from a known corner within 500 feet of the proposed site of the structure, or must be marked by a licensed surveyor at the owner's expense.

\*For Shoreland property, complete the Impervious surface worksheet below\*

Calculate Impervious Surfaces. (Roofed, concrete, paved, and other surfaces that water cannot penetrate. The Zoning Office can help you determine if a surface is considered Impervious)

Calculate lot area:

Indicate lot size from CSM or NOVUS (circle one): 5.26 Acres; Multiply by 43,560 = Lot area: 229,125.6 Square Footage

Calculate Impervious surface area:

Determine the total size, in square feet, of your projects listed above (include eaves): 170 sq. ft.

Determine the total size, in square feet, of all existing roofed structures (include eaves): 1260 sq. ft.

Determine the total size, in square feet, of all existing paved/bricked/blockaded surfaces: 190 sq. ft.

Add these measurements to determine total Impervious surfaces: 1620 sq. ft.

Calculate Impervious lot percentage

Total Impervious surface: 1620 ÷ Lot area: 229,125.6 Sq. ft. X 100 = Impervious surface 0.7 %  
(Mitigation is required if total exceeds 15%)

\*\*\*Notice a separate grading permit needs to be obtained if disturbed area is within the Shoreland district as indicated on previous page and meets criteria below\*\*\*

Grading on a slope greater than 20%	Grading of more than 1,000 Sq. Ft. on 12%-20% slopes
Grading of more than 2,000 Sq. Ft. on Slopes less than 12%	Grading is in excess of 10,000 Sq. Ft.

## FAILURE TO OBTAIN A PERMIT OR STARTING CONSTRUCTION WITHOUT A PERMIT WILL RESULT IN PENALTIES

I (we) declare that this application (including any accompanying information) has been examined by me (us) and to the best of my (our) knowledge and belief it is true, correct and complete. I (we) acknowledge that I (we) am (are) responsible for the detail and accuracy of all information I (we) am (are) providing and that it will be relied upon by Sawyer County in determining whether to issue a permit. I (we) further accept liability which may be a result of Sawyer County relying on this information I (we) am (are) providing in or with this application. I (we) consent to county officials charged with administering county ordinances to have access to the above described property at any reasonable time for the purpose of inspection. Additionally, the undersigned person(s) hereby give permission for access to the property for on-site inspection by Municipal Officials.

Owner Signature [Signature] Owner Printed name Mike Adams Date 2-15-24  
(Signature and Printed Name required)

NOTICE: All Land Use Permits Expire One (1) Year from the Date of Issuance.  
For the Construction of New One & Two Family Dwellings: ALL Municipalities Are Required To Enforce The Uniform Dwelling Code.  
The local Town, State or Federal agencies may also require permits.

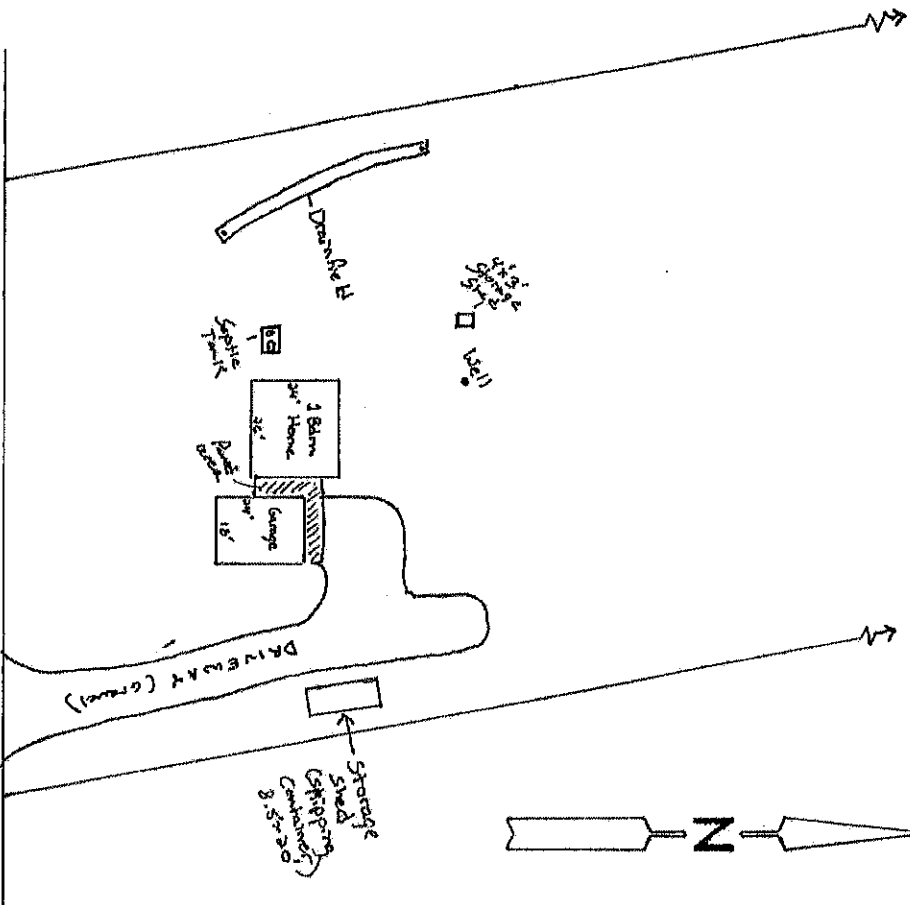
You are responsible for complying with the requirements of the Sawyer County Zoning Ordinances and law and regulations of the State of Wisconsin. You are also responsible for complying with State and Federal laws concerning construction near or on wetlands, lakes, and streams. Failure to comply may result in removal or modification of construction that violates the law or other penalties or costs. For more information, visit the department of natural resources wetlands identification web page or contact a department of natural resources service center (608) 267-3125

Issuance Information (County Use Only)		Sanitary Number:		# of bedrooms:	
Permit Denial (Date):		Reason for Denial:			
Permit #:		Issuing agent:		Date:	
Is Parcel a Sub-Standard Lot	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes (Deed of Record)	<input type="checkbox"/> No	Mitigation Required	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is Parcel in Common Ownership	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes (Fused/Contiguous Lot(s))	<input type="checkbox"/> No	Mitigation Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is Structure Non-Conforming	<input type="checkbox"/> Yes <input type="checkbox"/> No				
Granted by Variance (B.O.A.)		Granted by Conditional Use			
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No			
Case #:		Case #:			
Was Parcel Legally Created		<input type="checkbox"/> Yes <input type="checkbox"/> No		Were Property Lines Represented by Owner	
Was Proposed Building Site Delineated		<input type="checkbox"/> Yes <input type="checkbox"/> No		Was Property Surveyed	
Office Comments:		Zone District:		Fee:	
Hold For Sanitary: <input type="checkbox"/>		Hold For TRA: <input type="checkbox"/>		Hold For Affidavit: <input type="checkbox"/>	
Hold For Fees: <input type="checkbox"/>					

SCALE = 1:40

10648 W COUNTY HWY 8  
SE 1/4, SE 1/4  
SEC. 34, T41N, R07W  
TOWN OF ROUND LAKE  
SAWYER COUNTY  
REL. 034-741-34 4402

0 10 25 40 50 80



R.O.W. C T H 8

2/27/24, 11:17 AM

Novus-Wisconsin Access rev. 13.1108

## Real Estate Sawyer County Property Listing

Today's Date: 2/27/2024

Property Status: Current

Created On: 2/6/2007 7:55:44 AM

Description	Updated: 2/6/2020
<b>Tax ID:</b>	26310
<b>PIN:</b>	57-024-2-41-07-34-4 04-000-000020
Legacy PIN:	024741344402
Map ID:	.16.2
Municipality:	(024) TOWN OF ROUND LAKE
STR:	S34 T41N R07W
Description:	PRT SESE
Recorded Acres:	5.260
Lottery Claims:	1
First Dollar:	Yes
Zoning:	(F-1) Forestry One (RR1) Residential/Recreational One
ESN:	404

Tax Districts	Updated: 2/6/2007
1	State of Wisconsin
57	Sawyer County
024	Town of Round Lake
572478	Hayward Community School District
001700	Technical College

Recorded Documents	Updated: 8/22/2014
<b>WARRANTY DEED</b>	
Date Recorded: 1/31/2020	<a href="#">422343</a>
<b>QUIT CLAIM DEED</b>	
Date Recorded: 2/17/2017	<a href="#">405444</a>
<b>PLAT OF SURVEY</b>	
Date Recorded: 4/29/2009	
<b>WARRANTY DEED</b>	
Date Recorded: 11/18/2005	<a href="#">335123</a>

Ownership	Updated: 1/31/2020
<b>MICHAEL D &amp; WENDY L AHRENS</b>	HAYWARD WI

Billing Address:	Mailing Address:
<b>MICHAEL D &amp; WENDY L AHRENS</b>	<b>MICHAEL D &amp; WENDY L AHRENS</b>
10648W COUNTY HWY B HAYWARD WI 54843	10648W COUNTY HWY B HAYWARD WI 54843

Site Address	* indicates Private Road
10648W COUNTY HWY B	HAYWARD 54843

Property Assessment

Updated: 3/30/2020

2024 Assessment Detail

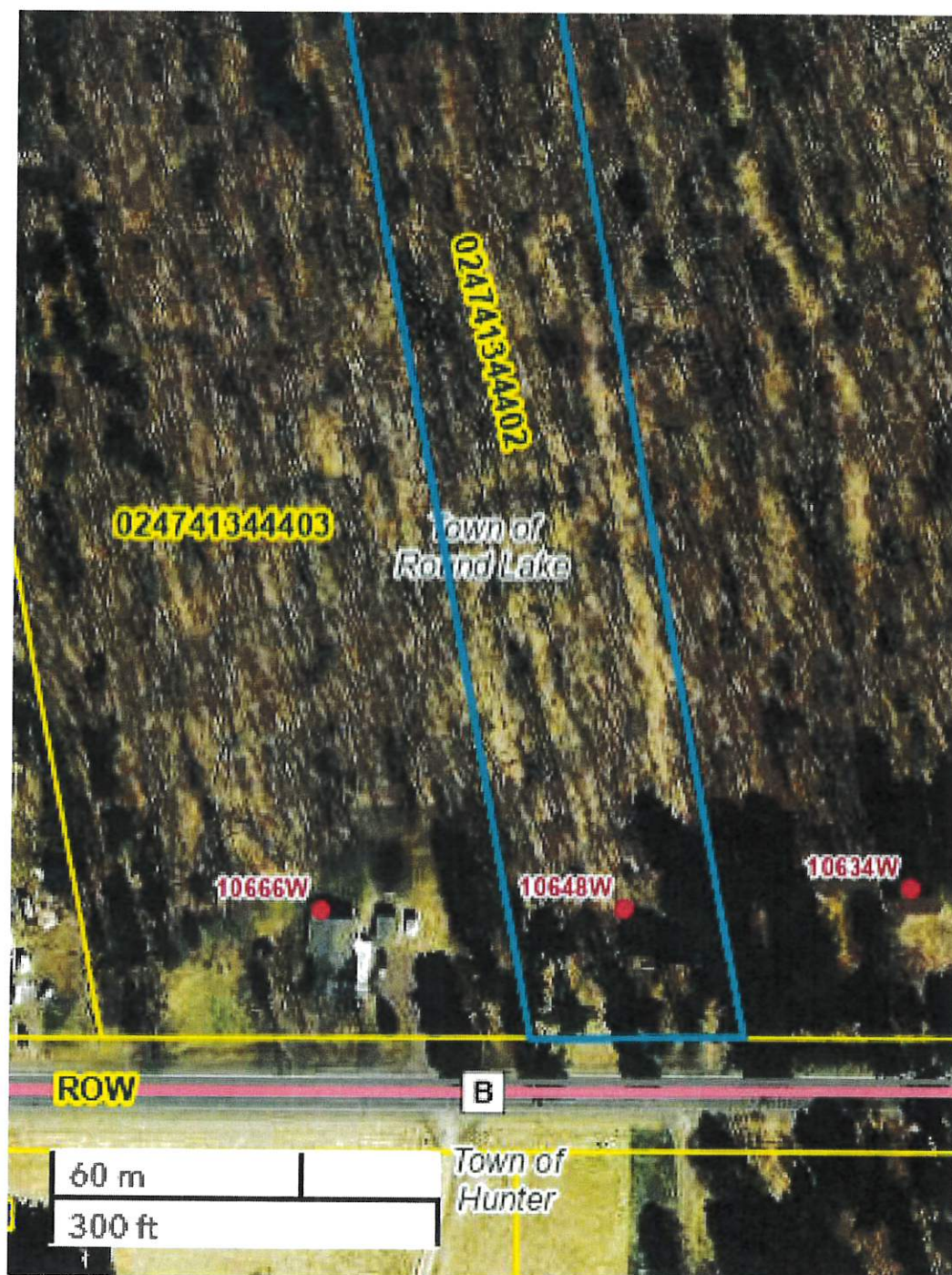
Code	Acres	Land	Imp.
G1-RESIDENTIAL	5.380	24,200	41,300

2-Year Comparison

Land:	2023	2024	Change
	24,200	24,200	0.0%
Improved:	41,300	41,300	0.0%
Total:	65,500	65,500	0.0%

Property History
N/A







# Township Approval Application

Town of Round Lake

Date of Application 2/22/24

Subject: Town Board Consideration of a Land Use Application for the Construction of a Year-round or Seasonal Dwelling in the Forestry One (F-1) Zone District.

Approval is desired for the construction of the dwelling(s) indicated on the property owner's application for a Land Use Permit.

Name of Owner The Preserve at MBF, LLC - Jeremy Hill

By Action of the Town Board, use is:

( ) Approved

( ) Denied

( ) Tabled

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairman \_\_\_\_\_ Date \_\_\_\_\_

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

**\*Only one signature is required.**

## Return to:

Sawyer County Zoning & Conservation

Attn: Michelle Harris

10610 Main Street, Suite #49

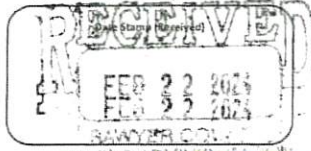
Hayward, WI 54843

Email: [michelle.harris@sawyercountygov.org](mailto:michelle.harris@sawyercountygov.org)

SUBMIT COMPLETED APPLICATION AND FEE TO:

Sawyer County  
Zoning & Conservation Dept.  
10610 Main St Suite 49  
Hayward, WI 54843  
(715) 634-8288

APPLICATION FOR LAND USE PERMIT  
SAWYER COUNTY, WISCONSIN



INSTRUCTIONS: No permits will be issued until all fees are paid. Checks are made payable to: Sawyer County Zoning Department.

DO NOT START CONSTRUCTION UNTIL ALL PERMITS HAVE BEEN ISSUED TO APPLICANT. Submittal of this application or receipt of fees does not constitute permit issuance.

Original Application MUST be submitted

FILL OUT IN INK (NO PENCIL)

Owner(s) Name: The Preserve at MBF, LLC		Contractor(s) Name: Hill Construction LLC	
Mailing Address: 16271W Miller Rd, Hayward, WI 54843		Mailing Address: 15988 US Hwy 63, Hayward, WI 54843	
Phone: 715-558-2964		Phone: 715-634-6750	
Email: jeremy@hillconstruction.net		Email: jeremy@hillconstruction.net	
Site address:	Applied State Rd 77 (Lot 26)	Or Date applied for:	2/22/24
Legacy PIN #	024841104401	Town of:	Round Lake
Permit delivery Method <input type="checkbox"/> Call Owner <input type="checkbox"/> Mail Owner <input checked="" type="checkbox"/> Call Contractor <input type="checkbox"/> Mail Contractor   e-mail: carrie@hillconstruction.net			

<input checked="" type="checkbox"/> Shoreland	Is Property/Land within 300 feet of River, Stream (incl. Intermittent) Creek or Landward side of Floodplain? If yes--continue →	Distance Structure is from Shoreline: 100 feet	Is your Property in Floodplain Zone? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Are Wetlands Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/> Is Property/Land within 1000 feet of Lake, Pond or Flowage If yes--continue →	Distance Structure is from Shoreline: 100 feet		
<input type="checkbox"/> Non-Shoreland				

Value at Time of Completion * (include donated time & material)	Describe Project type (House, garage, shed, deck, Addition, etc.) List separately	Number of Stories	Project Foundation (Basement, Crawlspace, Slab)	Total # of bedrooms Post construction	What Type & Capacity is the Sewer/Sanitary System(s)
\$ 400,000 Dwelling	House	1	Slab w/Frost Walls	3	3 bedroom conventional
\$ Accessory Bldg					
\$ Addition/Alteration					

Proposed Use	✓	Proposed Structure	Dimensions	Total Square Footage (multiply per story)	Height: Lowest Grade to Highest Peak
<input checked="" type="checkbox"/> Residential Use	<input checked="" type="checkbox"/>	Residence	( 52 x 28 )	1456	Ft.
		with 2 <sup>nd</sup> story or loft	( X )		Ft.
		with Basement	( X )		Ft.
		Attached Garage	( X )		Ft.
		Accessory Structure (explain) (detached garages, sheds, boat houses, etc.)	( X )		Ft.
		Temporary Guest Quarters or Bunkhouse (Circle type)	( X )		Ft.
<input type="checkbox"/> Agricultural Use					
<input type="checkbox"/> Commercial/Industrial Use	<input checked="" type="checkbox"/>	Deck/Porch/Patio Side deck	( 12 x 35 ) 7 28	616	Ft.
	<input checked="" type="checkbox"/>	(2 <sup>nd</sup> ) Deck/Porch/Patio Front Porch	( 7 x 46 )	32	Ft.
<input type="checkbox"/> Municipal Use		Other (explain)	( X )		Ft.
<input type="checkbox"/> Other		Principal Structure (Agricultural, Commercial, Municipal, Etc.)	( X )		Ft.
		Addition/Alteration (explain)	( X )		Ft.
Total habitable square feet: 1456			Total Non-habitable square feet: (decks, patios, garages, sheds, storage area & other structures) 648		



**Original Application MUST be submitted**

Attach a Plan or Sketch your Property on 8.5" x 11" or 8.5" x 14" paper: \*Must\* include location and setback of proposed and existing structures, roads, driveway, sanitary components, well, lake, river, stream, and wetlands.

Description	Setback Measurements	Description	Setback Measurements
Setback from the Centerline of Platted Road and/or	7000' Feet	Setback from the Lake (ordinary high-water mark)	100' Feet
Setback from the Established Right-of-Way	Feet	Setback from the River, Stream, Creek	Feet
		Setback from the Bluff (if applicable)	Feet
Setback from the North Lot Line	400' Feet	Setback from Wetland	100' Feet
Setback from the South Lot Line	650' Feet	Slope within area of construction/disturbance	% Slope
Setback from the West Lot Line	400' Feet	Elevation of Floodplain	Feet
Setback from the East Lot Line	650' Feet		
Setback to Septic Tank or Holding Tank	20' Feet	Setback to Well	10' Feet
Setback to Drain Field	Feet		
Setback to Privy (Portable, Composting)	Feet		

Prior to the placement or construction of a structure within five (5) feet of the minimum required setback, the boundary line from which the setback must be measured must be visible from one previously surveyed corner to the other previously surveyed corner or marked by a licensed surveyor at the owner's expense.

Prior to the placement or construction of a structure more than five (5) feet but less than ten (10) feet from the minimum required setback, the boundary line from which the setback must be measured must be visible from one previously surveyed corner to the other previously surveyed corner, or verifiable by the Department by use of a corrected compass from a known corner within 500 feet of the proposed site of the structure, or must be marked by a licensed surveyor at the owner's expense.

\*For Shoreland property, complete the impervious surface worksheet below\*

**Calculate impervious surfaces. (Roofed, concrete, paved, and other surfaces that water cannot penetrate. The Zoning Office can help you determine if a surface is considered impervious)**

Calculate lot area:

Indicate lot size from CSM or NOVUS (circle one): 40 Acres; Multiply by 43,560 = Lot area: 1,742,400 Square Footage

Calculate impervious surface area:

Determine the total size, in square feet, of your projects listed above (include eaves): 2208 sq ft.

Determine the total size, in square feet, of all existing roofed structures (include eaves): \_\_\_\_\_ sq ft.

Determine the total size, in square feet, of all existing paved/bricked/blocked surfaces: \_\_\_\_\_ sq ft.

Add these measurements to determine total impervious surfaces: \_\_\_\_\_ sq ft.

Calculate impervious lot percentage

Total impervious surface: 2208 ÷ Lot area: 1,742,400 Sq ft. X 100 = impervious surface .001% %  
(Mitigation is required if total exceeds 15%)

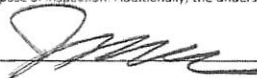
\*\*\*Notice a separate grading permit needs to be obtained if disturbed area is within the Shoreland district as indicated on previous page and meets criteria below\*\*\*

• Grading on a slope greater than 20%	• Grading of more than 1,000 Sq. Ft. on 12%-20% slopes
• Grading of more than 2,000 Sq. Ft. on Slopes less than 12%	• Grading is in excess of 10,000 Sq. Ft.

**FAILURE TO OBTAIN A PERMIT OR STARTING CONSTRUCTION WITHOUT A PERMIT WILL RESULT IN PENALTIES**

I (we) declare that this application (including any accompanying information) has been examined by me (us) and to the best of my (our) knowledge and belief it is true, correct and complete. I (we) acknowledge that I (we) am (are) responsible for the detail and accuracy of all information I (we) am (are) providing and that it will be relied upon by Sawyer County in determining whether to issue a permit. I (we) further accept liability which may be a result of Sawyer County relying on this information I (we) am (are) providing in or with this application. I (we) consent to county officials charged with administering county ordinances to have access to the above described property at any reasonable time for the purpose of inspection. Additionally, the undersigned person(s) hereby give permission for access to the property for onsite inspection by Municipal Officials.

Owner  
Signature



Owner  
Printed name

Jeremy Hill

Date 2/20/24

(Signature and Printed Name required)

NOTICE: All Land Use Permits Expire One (1) Year from the Date of Issuance.

For the Construction of New One & Two Family Dwellings: All Municipalities Are Required To Enforce The Uniform Building Code.

The local, State or Federal agencies may also require permits.

You are responsible for complying with the requirements of the Sawyer County Zoning Ordinances and law and regulations of the State of Wisconsin. You are also responsible for complying with State and Federal laws concerning construction near or on wetlands, lakes, and streams. Failure to comply may result in removal or modification of construction that violates the law or other penalties or costs. For more information, visit the department of natural resources wetlands identification web page or contact a department of natural resources service center (608) 267-3125

<b>Issuance Information (County Use Only)</b>		Sanitary Number:		# of bedrooms:	
Permit Denied (Date):		Reason for Denial:			
Permit #:		Issuing agent:		Date:	
Is Parcel a Sub-Standard Lot	<input type="checkbox"/> Yes (Deed of Record)	<input type="checkbox"/> No	Mitigation Required	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is Parcel in Common Ownership	<input type="checkbox"/> Yes (Fused/Contiguous Lot(s))	<input type="checkbox"/> No	Mitigation Attached	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is Structure Non-Conforming	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
Granted by Variance (B.O.A.)			Granted by Conditional Use		
<input type="checkbox"/> Yes <input type="checkbox"/> No Case #:			<input type="checkbox"/> Yes <input type="checkbox"/> No Case #:		
Was Parcel Legally Created			Were Property Lines Represented by Owner		
<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Was Proposed Building Site Delineated			Was Property Surveyed		
<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Office Comments:		Zone District:		Fee:	
		F-1		\$450	
Hold For Sanitary:		Hold For TBA:		Hold For Affidavit:	
Hold For Fees:					







## Real Estate Sawyer County Property Listing

Today's Date: 2/22/2024

Property Status: Current

Created On: 2/6/2007 7:55:45 AM

**Description** Updated: 7/9/2015

**Tax ID:** 26542  
**PIN:** 57-024-2-41-08-10-4 04-000-000010  
**Legacy PIN:** 024841104401  
**Map ID:** .16.1  
**Municipality:** (024) TOWN OF ROUND LAKE  
**STR:** S10 T41N R08W  
**Description:** SESE  
**Recorded Acres:** 40.224  
**Lottery Claims:** 0  
**First Dollar:** No  
**Waterbody:** Mosquito Brook Flowage  
**Zoning:** (F-1) Forestry One  
**ESN:** 461

**Tax Districts** Updated: 2/6/2007

1 State of Wisconsin  
 57 Sawyer County  
 024 Town of Round Lake  
 572478 Hayward Community School District  
 001700 Technical College

**Recorded Documents** Updated: 10/13/2010

**WARRANTY DEED**  
 Date Recorded: 1/8/2024 448022

**QUIT CLAIM DEED**  
 Date Recorded: 1/14/2015 393980

**PERSONAL REPRESENTATIVES DEED**  
 Date Recorded: 12/30/2014 393774

**QUIT CLAIM DEED**  
 Date Recorded: 298970, 217/293 QCD800/168

**Ownership** Updated: 2/20/2024

**PRESERVE AT MBF LLC** HAYWARD WI

**Billing Address:** **Mailing Address:**  
**PRESERVE AT MBF LLC** **PRESERVE AT MBF LLC**  
 15988 US HWY 63 15988 US HWY 63  
 HAYWARD WI 54843 HAYWARD WI 54843

**Site Address** \* Indicates Private Road  
 N/A

**Property Assessment** Updated: 7/16/2019

**2024 Assessment Detail**

Code	Acres	Land	Imp.
G5-UNDEVELOPED	5.000	100	0
G6-PRODUCTIVE FOREST	35.000	54,300	0

**2-Year Comparison**

	2023	2024	Change
<b>Land:</b>	54,400	54,400	0.0%
<b>Improved:</b>	0	0	0.0%
<b>Total:</b>	54,400	54,400	0.0%

**Property History**  
 N/A

Please include this request as part of your March Town Board Meeting. This request is part of the Jeremy Hill subdivision area but they are wanting to start on building 1 house out there in the Forestry-One zone district prior to anything that may happen with the official plat map process.

I also got your voicemail and will reach back out to you in a separate e-mail.

*Jay H. Kozlowski*

**Sawyer County Zoning & Conservation Administrator**

**Sawyer County Zoning & Conservation**

**10610 Main Street, Suite 49**

**Hayward, WI 54843**

main office: 715-634-8288

direct line: 715-638-3224

[jay.kozlowski@sawyercountygov.org](mailto:jay.kozlowski@sawyercountygov.org)



**Town of Round Lake**

By Action of the Town Board, the proposed Sawyer County Zoning Ordinance Section 2.0-Defintions, Section 17.0-Zone Districts, and Sawyer County Shoreland-Wetland Protection Ordinance Section 3.4-Prohibited Used, Section 5.1-Minimum Lot Size Purpose, and Section 16.0-Definitions. The proposed amendments are in reference to Multi-Dwelling Development.

Approved \_\_\_\_\_

Denied \_\_\_\_\_

\*Please check mark box above as the majority decision of the Town Board

\_\_\_\_\_  
Rolfe Hanson, Chairman

\_\_\_\_\_  
James Strandlund, Supervisor

\_\_\_\_\_  
Donald Stover, Supervisor

\_\_\_\_\_  
Daniel Palmer, Supervisor

\_\_\_\_\_  
Kay Wilson, Supervisor

**Please Provide Additional Comments for Your Decision:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Kathy McCoy, Clerk





**SAWYER COUNTY ZONING & CONSERVATION DEPARTMENT**

10610 MAIN STREET SUITE 49 • HAYWARD, WISCONSIN 54843 • Phone (715) 638-3224

Email: [Jay.kozlowski@sawyercountygov.org](mailto:Jay.kozlowski@sawyercountygov.org)

**Summary of Ordinance Amendments for Multi-Dwelling Development:**

The Sawyer County Zoning & Conservation Department in conjunction with the Sawyer County Zoning Committee has spent nearly the last 2 years looking at potential changes to the "multi-dwelling development" (MDD) aspects within the current ordinance. The current ordinance has several instances in which the language either contradicts itself in other places or the language is unclear and leads to vagueness and a difference in interpretation. A similar request was sent to the Towns back in April/May of 2023. That version was denied at the Towns level so additional changes were made in order to bring it back to the Towns.

With this requested version, we listened to the Town's desires as indicated from the meeting in which Town Supervisors were invited to come and share their thoughts. After listening to the Towns, the following bullet points outline the proposed changes with the new version 5.4:

- **Protect our waters by not allowing "new MDD" within shorelines or 1,000 from a lake or 300' from a river or stream. Only one dwelling per legal lot.**
- **Allow for MDD outside of the shoreline area which would lead to better affordable housing options with duplexes and multi-family dwellings.**
- **Clean-up the ambiguity within the current Zoning Ordinance which allows for proper administration of the codes. This includes revamping outdated definitions.**
- **Legal analysis of the proposed version which closes any loop-holes, eliminates unintended consequences, and protects existing legal non-conforming MDD.**

To say this entire process has been frustrating would be an understatement. The proposed changes are again to clean up some of the errors that have been previously identified within the current ordinance and to respect the desires of the Towns from the feedback we received. If this current proposal is not approved it will be nearly impossible to administer the current ordinance with any consistency. I urge any Town Officials that have any questions with what is being proposed to please contact me at the information provided at the top of this letter.

Thank you,

Jay Kozlowski - Sawyer County Zoning & Conservation Administrator

**Proposed Ordinance Amendment for Multi-Dwelling Development**  
**(Version 5.4 redline comparison to current Zoning Ordinance)**

**Sawyer County Zoning Ordinance**

**SECTION 2.0 DEFINITIONS**

**(22 added) CONDOMINIUM PLAT:** A plat recorded in the Sawyer County Register of Deeds Office pursuant to Wis. Stat. § 703.11 or as required pursuant to Wis. Stat. § 703.365(4), as each may be amended.

**(30 renumbered) DWELLING:** A building designed or used exclusively as the living quarters for one or more families, including a manufactured ~~home~~home which ~~meet~~meets the dimensional requirements as originally designed.

**(30)(31 renumbered) DWELLING, MULTI-FAMILY:** A dwelling or group of dwellings on one plot containing separate living quarters for three ~~Two~~ or more families ~~Dwelling Units on one Lot~~ but which may have joint services and/or facilities.

**(31)(32 renumbered) DWELLING, SINGLE FAMILY:** A Dwelling Unit designed as a residence for one Family.

**(33 renumbered) DWELLING, TWO-FAMILY:** One Building that contains two Dwelling Units with independent cooking and bathroom facilities. For example, a duplex is a Dwelling Unit, Two-Family.

**(34 renumbered) DWELLING UNIT:** A ~~building~~Building or portion thereof with rooms arranged, designed, used or intended to be used for one family. ~~Guesthouses~~Family, including ~~guesthouses~~ with kitchen and bathroom facilities; and ~~any~~ accessory structures with a HABITABLE LIVING AREA are considered to be ~~dwelling units~~DWELLING UNITS. Houseboats and watercraft on land shall not be used as DWELLINGS or DWELLING UNITS. ~~Only one dwelling unit is allowed per Lot.~~

**(57)(58 renumbered) LOT:** A parcel of land occupied or capable of being occupied by one Building or one ~~or more~~ Dwelling ~~Unit~~Units and the Accessory ~~Buildings~~Structures or ~~uses~~Uses customarily incidental to ~~it~~them, including such open spaces as are required by this ~~ordinance~~.Ordinance.

**(71)(72 renumbered) MULTI-DWELLING DEVELOPMENT:** A Development, regardless of form of ownership consisting of ~~three~~two or more ~~DWELLING UNITS, condominium, resort~~Dwelling Units, including a ~~Condominium, Resort~~, hotel ~~or~~, motel



~~units~~ or other ~~units/structures~~ Dwelling intended for residential or long or short-term rental uses, all of which are to be located on the same ~~LOT~~ Lot or Condominium Plat.

**(85/86 renumbered) RESORT:** A ~~resort is a~~ for-profit business ~~holding a Seller's Permit and licensed by the Wisconsin Department of Health and Family Services, which that~~ provides rental to the public of more than 1 (one) DWELLING UNITSUNIT contained in one or more permanent ~~buildings~~ Buildings used primarily for recreational use located on the same Lot or Condominium Plat.

**8.21 Application.** Applications for a ~~conditional-use~~ Conditional Use permit shall be made to the County

Zoning Administrator who shall refer the complete application within 60 days to the County Zoning Committee. In addition to the information required under Section 9.2 for a land use permit, the County Zoning Committee may require the applicant to submit other pertinent data and information necessary to properly evaluate the request. The application for the Conditional Use permit shall be signed by the owner of the property, or by the Condominium Association President if the Conditional Use Permit is for a Multi-Dwelling Development. An application for Conditional Use permit for a Multi-Dwelling Development in the RR-1 and RR-2 zone districts must be signed by the owner of the property, and the condominium association's legal representative if the Conditional Use permit is to be issued to the Condominium association, or the Resort manager, if the Conditional Use permit is to be issued to the Resort.

## **SECTION 17.0 ZONE DISTRICTS**

### **17.1 R-1: Residential One District**

This district provides for one-family and two-family ~~year-round~~ residential development protected from traffic hazards and the intrusion of incompatible land uses. It is intended to encourage such development around existing residential areas where soil conditions are suitable for such development and in those areas, which can be economically and readily served by utilities and municipal facilities.

#### **A) Permitted Uses**

1) ~~One-family Dwelling, Single Family~~ and ~~two-family year-round dwellings Dwelling, Two-Family.~~

Note: Each Dwelling Unit must meet the dimensional requirements pursuant to Section 18.0 of the Sawyer County Zoning Ordinance

#### **B) Uses Authorized by Conditional Use**



~~17.1(B)(1)) Dwelling, Multi-family (3 or more) dwelling units~~Family.

Note: Each Dwelling Unit must meet the dimensional requirements pursuant to Section 18.0 of the Sawyer County Zoning Ordinance

## **17.2 RR-1: Residential/Recreational One District**

### **A) Permitted Uses**

1) Dwelling, Single Family and Dwelling, Two-Family in non-Shoreland.

Note: Each Dwelling Unit must meet the dimensional requirements pursuant to Section 18.0 of the Sawyer County Zoning Ordinance

### **B) Uses Authorized by Conditional Use**

17.2(B)(15) MULTI-DWELLING DEVELOPMENT (~~i.e. new condominium, hotel, motel or resort, or or other similar~~ development which ~~is in the opinion of the County Zoning Committee are of the same general scale and character~~). (~~Does not include the or clearly incidental to a use authorized by Conditional Use. Each Dwelling Unit contained in the Multi-Dwelling Development must meet the minimum dimensional requirements contained in Sec 18.0~~

17.2(B)(15)(a). A Conditional Use permit is not required for a conversion of an existing properties to a condominium Multi-Dwelling Development to a different form of ownership, existing resorts, motels, hotels or any other existing multi dwelling development (i.e., to condominium ownership ) unless more rental/dwelling the number of Dwelling units are being proposed by plat will increase.

17.2(B)(15)(b). A Conditional Use permit is required for Resort and use is only allowed in Shoreland when an existing legal non-conforming Multi-Dwelling Development exists.

A Conditional Use permit is not required for a legal non-conforming Resort or Multi-Dwelling Development existing at the time of adoption or other means that would amendment of this Ordinance, and such use may be in continued although the use does not conform with the provisions of this Ordinance. Any addition to the of new Dwelling Units to a legal non-conforming Resort or Multi-Dwelling Development shall require a Conditional Use permit.

Note: Use of a Multi-Dwelling Development is allowed in Shoreland and non-Shoreland if it is an existing rental/dwelling units-), legal non-conforming use at the time of adoption or amendment of this Ordinance, and such use may be continued although the use does not conform with the provisions of this Ordinance. See Sec. 3.4 and Sec. 11.0 -11.5 of the Sawyer County Shoreland-Wetland Protection Ordinance, as it may be amended.

### 21) Resorts



## 17.3 RR-2: Residential/Recreational Two District

### A) Permitted Uses

#### 1) Dwelling, Single Family and Dwelling, Two-Family.

Note: Each Dwelling Unit must meet the dimensional requirements pursuant to Section 18.0 of the Sawyer County Zoning Ordinance

### B) Uses Authorized by Conditional Use

~~17.3(B)(16)~~ 16) MULTI-DWELLING DEVELOPMENT or other similar development including a condominium, hotel, motel or resort, or other development, which in the opinion of the County Zoning Committee, are of the same general scale and character. Does not include conversions of or clearly incidental to a use authorized by Conditional Use. Each Dwelling Unit contained in the Multi-Dwelling Development must meet the minimum Lot Dimensional Requirements contained in Sec 18.0

17.3(B)(16)(a) A Conditional Use permit is not required for a conversion of an existing propertiesMulti-Dwelling Development to a different form of ownership (i.e., to condominium ownership) unless DWELLING UNITS are being proposed by plat or other means that would be in addition to thethe number of Dwelling Units will increase.

17.2(B)(15)(b). A Conditional Use permit is required for Resort and use is only allowed in Shoreland when an existing rental/DWELLING UNITS. Doeslegal non-conforming Multi-Dwelling Development exists.

A Conditional Use permit is not includerequired for a legal non-conforming Resort or Multi-Dwelling Development existing MULTI-DWELLING DEVELOPMENTS unless creating additional DWELLING UNITS at the time of adoption or amendment of this Ordinance, and such use may be continued although the use does not conform with the provisions of this Ordinance. Any addition of new Dwelling Units to a legal non-conforming Resort or Multi-Dwelling Development shall require a Conditional Use permit.

### Sawyer County Shoreland-Wetland Protection Ordinance

Note: Use of a Multi-Dwelling Development is allowed in Shoreland and non-Shoreland if it is an existing, legal non-conforming use at the time of adoption or amendment of this Ordinance, and such use may be continued although the use does not conform with the provisions of this Ordinance. See Sec. 3.4 and Sec. 11.0 -11.5 of the Sawyer County Shoreland-Wetland Protection Ordinance, as it may be amended.

#### 22) Resorts

### Sawyer County Shoreland-Wetland Protection Ordinance



### Section 3.4 PROHIBITED USES.

3.41 (Renumber introductory paragraph)

3.42 Dwelling, Multi-Family.

3.43 Dwelling, Two-Family.

3.44 Multi-Dwelling Development unless existing Dwelling Units are existing non-conforming.

Note: A use referenced above that is an existing, legal non-conforming use at the time of adoption or amendment of this Ordinance may be continued although the use does not conform with the provisions of this Ordinance. The provisions of Section 11 relating to non-conforming uses apply.

### **Section 5.1 (1)**

The construction of new ~~dwelling~~Dwellings or replacement ~~dwelling~~Dwellings; additions to existing principal structures and the construction of accessory buildings may be permitted provided all other requirements, regulations and setbacks can be met. Only one (1) ~~principal dwelling/habitable structure~~Dwelling Unit is allowed per legal lot.

### **Section 16.02.** (Add the following):

Condominium Plat: A plat recorded in the Sawyer County Register of Deeds Office pursuant to Wis. Stat. § 703.11 or as required pursuant to Wis. Stat. § 703.365(4), as each may be amended.

Dwelling: A building designed or used exclusively as the living quarters for one or more families, including a manufactured home which meets the dimensional requirements as originally designed.

Dwelling, Multi-Family. Two or more Dwelling Units on one Lot but which may have joint services and/or facilities. See Section 3.4 PROHIBITED USES

Dwelling, Single Family. A Dwelling Unit designed as a residence for one Family.

Dwelling, Two-Family: One building that contains two dwelling units with independent cooking and bathroom facilities. For example, a duplex is a Dwelling, Two-Family. See Section 3.4 PROHIBITED USES

Dwelling Unit: A building or portion thereof with rooms arranged, designed, used or intended to be used for one family, including guesthouses with kitchen and bathroom facilities, accessory structures with a habitable living area are considered to be Dwelling Units.

Multi-Dwelling Development: A development, regardless of form of ownership consisting of two or more Dwelling Units, including a Condominium, Resort, hotel, motel or other Dwelling intended for residential or long or short-term rental uses, all of which



are to be located on the same lot or Condominium Plat. See Section 3.4 PROHIBITED  
USES

(Renumber remaining subsections in Section 16.02(11)-(35).)

Town of Round Lake, Sawyer County, Wisconsin  
Public Notice Receipt of Nonmetallic Mining License Application:  
Travis Butterfield:

Property Physical Address: **description:** PRT NESE SEC 11 PRT NWSW SEC 12 LOT 1 CSM 28/13 #7170. Town of Round Lake, Sawyer County Wisconsin: Legacy PIN # 02481114101

Licenses is desired for the for the Location/ Operation of a non-metallic mineral extraction site 10.57 total acres Forestry One (F-1) zone district.

Public Inspection and copy of application may be obtained at the Town of Round Lake Office, located at 10625 N County Road A, Hayward WI 54843. Office hours are on Thursdays 12:00 (noon) – 6:00 p.m. and others days and/ or time by appointment. Contact phone 715-462-9271, Email: [town@townofroundlakewi.org](mailto:town@townofroundlakewi.org)

Electronic version of application can be found on Town of Round Lake website <http://townofroundlakewi.org>

The Town of Round Lake Supervisors will review application at regularly scheduled board meeting on March 14, 2024. Meeting is held at the Town of Round Lake Town Hall located at 10625 N County Road A, Hayward WI, 54843 @ 6:30 p.m.

/s/ Kathy McCoy – Clerk – Round Lake

Notice Posted – 2-18-2024

**JUMP RIVER ELECTRIC COOPERATIVE  
RIGHT-OF-WAY EASEMENT**

Document Number

By signing this document, Town of Round Lake

("Grantor") hereby grant(s) **JUMP RIVER ELECTRIC COOPERATIVE ("JREC")**, along with its successors and assigns, a perpetual and exclusive easement, as set forth herein, pertaining to the ("Property") located in Township 41N, Range 07W, Section 26, County of Sawyer, State of Wisconsin, more particularly described as follows:

Recording Area

Name and Return Address

Jump River Electric Cooperative  
PO Box 99  
Ladysmith, WI 54848  
(715) 532-5524

024741261404, 02474126110  
Parcel Identification Number (PIN)  
024741234401 and 0247412341

**RIGHTS GRANTED:** JREC is entitled to construct, reconstruct, operate, maintain, replace, rephase, relocate, and remove an electric transmission, electric distribution, and communication line(s) or system(s), or any combination thereof, overhead and/or underground, along with any devices appurtenant thereto (including but not limited to poles, transformers, footings and splice boxes) which appurtenant devices may be located outside of the Right-of-Way Strip defined below, on, over, under or across the Property. Pursuant to this grant, JREC may relocate lines or systems for any reason or extend lines or systems to serve other members or customers of JREC on, over, under or across the Property, provided such lines or systems are relocated or extended in locations that are reasonably convenient to JREC and Grantor and which do not unreasonably interfere with Grantor's existing land uses.

**RIGHT-OF-WAY STRIP.** The Right-of-Way Strip means and refers to a strip of land thirty (30) feet wide, which may be located in whole or in part on the Property, and which is specifically described as lying fifteen (15) feet on each side measured from the centerline of any line or system installed pursuant to this instrument.

**VEGETATION MANAGEMENT.** JREC may trim, remove, or control by chemical or mechanical means, the growth of plants, including without limitation trees and shrubbery located within the Right-of-Way Strip and such growth adjacent to the Right-of-Way Strip which may endanger or interfere with the facilities or rights granted hereunder, or access to the Right-of-Way Strip.

**GRANTORS USE OF RIGHT-OF-WAY STRIP.** Grantor retains the right to use the Right-of-Way Strip for any purpose which does not interfere with, harm, obstruct or endanger JREC's facilities or rights granted under this instrument. Grantor shall not erect structures, place inflammable material, plant trees within the Right-of-Way Strip or otherwise obstruct the Right-of-Way Strip. Grantor shall not attach fences, gates, signs, posters, or any other attachments on JREC's facilities. Further, Grantor shall not alter or allow to be altered the ground surface within the Right of Way by more than one (1) foot without JREC's written consent.

**JOINT USE.** JREC may assign, apportion, or otherwise permit the joint use or occupancy of its easement rights by any other person or entity for electrification or communication purposes.

**INGRESS AND EGRESS.** JREC shall have the right to access the Right-of-Way Strip by crossing the Property and any adjacent property of Grantor along a reasonable route which will cause the least possible interference with existing land uses.


**GRANTOR'S TITLE TO PROPERTY.** Grantor warrants that Grantor is the lawful owner of the Property and that the property does not have any encumbrances or liens against it except for those held by \_\_\_\_\_ (none if blank), who consent to this easement free and clear of any encumbrance or lien they hold over the property by their signature below or in a separate instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



# Jump River Electric Cooperative, Inc.

Since 1938

Your Touchstone Energy® Cooperative 

13895 W County Hwy B  
Hayward WI 54843  
Phone: (715) 634-4575  
Fax: (715) 634-3947  
www.jrec.com

February 1, 2024

Town of Round Lake  
Attn: Kathy McCoy  
10625N County HWY A  
Hayward, WI 54843

RE: 10625N County HWY A and Property ID#'s 024741261404, 024741261102 and 024741234401

Upgrade of service lines along Sawyer County Highway A are planned as part of the Jump River Electric 5-Year Workload Plan which commenced in 2023. Existing primary distribution lines will be converted from overhead to underground cable. Construction will run from the intersection of County Highways A and B and move northward to the intersection of Moose Lake Road. Goals of the project are increasing service reliability and curtailing power line right-of-way clearing needs within the area.

Prior to beginning the project JREC is requesting updated Right-of-Way Easements be completed by landowners in the affected area. The Right-of-Way easement serves as legal permission to JREC Operations staff and contractors to install and maintain the power lines on privately owned property on an ongoing basis. While implied easement already exists for general line maintenance and repair on your property, it is JREC policy to file updated Right-of-Way Easements prior to major construction projects such as this one to ensure current property ownership is reflected. The enclosed Right-of-Way Easement will need to be signed as presented; changes or amendments are not accepted.

Right-of-Way Easements can be completed by signing the enclosed document in the presence of a notary. **All legal landowners** as described on the property deed shall be signatories of the easement. Notary services are available at Jump River Electric Cooperative offices, banks, or county courthouses.

Thank you for your assistance in the completion of this project. Please feel free to reach out with any questions about the work, easement, or any other concerns. I can be reached at (715)634-4575 or my email address is kgay@jrec.com.

Sincerely,



Kraig Gay  
Line Superintendent  
Jump River Electric - Hayward Office

Enclosures: Right-of-Way Easement form, Easement Completion How-To and FAQs



# Jump River Electric Cooperative, Inc.

Since 1938

Your Touchstone Energy® Cooperative



## HOW TO COMPLETE A RIGHT-OF-WAY EASEMENT

1. Easement must be printed on legal size (8.5" x 14") paper. Use black or blue ink only.
2. Landowner(s) should complete easement as follows:
  - a. Add the names of all landowners to the top two lines.
  - b. Add the Township, Range, and Section within first paragraph. Ex: Township 35N, Range 6W, Section 5
  - c. Next, add the county in which this property is located.
  - d. Add your Parcel Identification Number (PIN) to the document.
  - e. Attach a copy of your legal description and then write "See Attached" in the blank area following the first paragraph. This description can be found on your land or warranty deed. If you do not have this information, contact the appropriate register of deeds and they can supply you with a copy of your legal description.
  - f. If there is a lien on this property, please add the name of the lien holder in the appropriate space within the bottom portion of this document.
  - g. Take this document to a notary to have your signatures notarized. You must sign IN THE PRESENCE OF THE NOTARY. Notaries are typically available at the Register of Deeds office, most banks, and at Jump River Electric Cooperative.
3. If it is not possible to have all the landowners sign at the same time before the same notary, please call JREC at 715-532-5524 to obtain additional paperwork.
4. The notary must complete the bottom portion stating they have witnessed your signature along with adding their notary information and seal.
5. Mail or drop off the "ORIGINAL" easement to our office.

## RIGHT-OF-WAY EASEMENT FAQ'S

1. **Why does JREC request right-of-way easements from co-op members?**

The purpose of having right-of-way easements in place with our members is to grant legal permission to JREC Operations staff to install and maintain the power line on privately owned property on an ongoing basis.
2. **What does the easement allow JREC to do on my property?**

The permission granted by way of the right-of-way easement is limited to installing and maintaining the power line in a safe and efficient manner from the point at which it enters the property up to the point where the meter is located. This also includes vegetation management as part of the maintenance program.
3. **How much of my property does the easement apply to?**

The easement applies to the area 15' on each side of where the power line runs for a total of 30' in width.
4. **Does the easement apply to both overhead and underground/buried power lines?**

Yes, the easement applies to underground/buried and overhead power lines in the same manner.
5. **Why does Jump River request a new easement with each ownership change?**

Property lines may have changed since the last time an easement was filed for the property. At times, larger parcels of land may have been subdivided, requiring new right-of-way easements to be put in place to deliver service to areas where it had not previously been located.

**FIRE PROTECTION AGREEMENT NO. 1  
FOR SERVICES TO TOWN OF HUNTER PROVIDED BY TOWN OF ROUND LAKE  
FOR PERIOD OF APRIL 1, 2024 THROUGH MARCH 31, 2025**

This agreement is between the Town of Hunter and the Town of Round Lake, both located in Sawyer County, Wisconsin.

Beginning the First Day of April 2023, the Board of Supervisors of the Town of Round Lake agrees that the Town of Round Lake Volunteer Fire Department will continue to furnish fire protection within a portion of the Town of Hunter.

It is understood and agreed that the Town of Round Lake does not agree to limit its service to the Town of Hunter and shall have the right to enter into contract with others.

The Town of Round Lake will cover the service territory in the Town of Hunter as follows:

T40N, R6W, Section 1-29 and 35 & 36

T40N, R7W, Section 1-23 and 30

It is understood and agreed that the Town of Round Lake Volunteer Fire Department Chief shall be responsible for making inspections and filling required reports. It is understood and agreed that the sum of **\$14,000.00** per. year, due at the commencement of this agreement, shall cover the cost of all fire calls in the above described area, and assumes all costs of compensation, property damage and bodily injury within the limit of it's fire protection policies.

The 2% Fire Insurance fees collected by the Town of Hunter for the area covered by the Town of Round Lake Volunteer Fire Department shall be paid to the Clerk of the Town of Round Lake each July.

The Town of Round Lake Volunteer will furnish for the Town of Hunter such fire department apparatus and men to answer calls within the above described area in the Town of Hunter and the Fire Chief or his assistant chiefs shall be the sole judge as to whether or not conditions warrant responding to the fire alarm. The Town of Round Lake shall not be liable for any failures to furnish fire protection to the Town of Hunter, Sawyer County, Wisconsin.

This agreement will end on the 31<sup>st</sup> day of March 2025

In witness thereof, the parties hereto have caused this agreement to be executed by their duly elected officers on the 14<sup>th</sup> day of March 2024

**TOWN OF HUNTER**

\_\_\_\_\_  
Laura Rusk, Chair

\_\_\_\_\_  
Dennis Clagett Supervisor

\_\_\_\_\_  
James D. Dier, Supervisor

\_\_\_\_\_  
Attested to

\_\_\_\_\_  
Patty Swaffield, Clerk

**TOWN OF ROUND LAKE**

\_\_\_\_\_  
Rolfe Hanson Chairman

\_\_\_\_\_  
Kay Wilson Supervisor

\_\_\_\_\_  
Donald Stover Supervisor

\_\_\_\_\_  
James Strandlund Supervisor

\_\_\_\_\_  
Daniel Palmer Supervisor

\_\_\_\_\_  
Kathy McCoy, Clerk



## HIGHWAY SERVICE AGREEMENT

This Highway Service Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Sawyer County Highway Department (hereinafter "County") and the Town of \_\_\_\_\_ (hereinafter "Town"). The Town and the County may be referred to herein singularly as a "Party" or collectively as the "Parties".

### RECITALS

WHEREAS, the County is authorized by Wis. Stat. § 66.0131, Wis. Stat. § 66.0301(2), Wis. Stat. § 83.018 and Wis. Stat. § 83.035 to sell road building and maintenance supplies on open account to the Town, and to contract with the Town for furnishing services to the Town; and

WHEREAS, the Sawyer County Highway Commissioner is authorized to enter into contracts on behalf of the County under Wis. Stat. § 83.01(1)(c) and Wis. Stat. § 83.015(2), and under Sec. 20-4-2 of the Sawyer County Ordinances, as may be amended; and

WHEREAS the Town desires to contract with the County for services as directed by the Town and according to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficient of which is acknowledged by the Parties, it is agreed by and between the Town and the County as set forth below.

### AGREEMENT

1. Recitals: The Recitals set forth above are hereby incorporated into this Agreement.
2. Term: This Agreement shall commence on the date on which all Parties have executed this Agreement and shall remain in effect for a period of 5 years from the date set forth above unless terminated pursuant to Paragraph 9 below. This Agreement shall automatically renew for successive terms of 5 years unless either Party notifies the other Party in writing of its intention to not renew the Agreement at least six (6) months prior to the expiration date.
3. Work Covered: The County will provide maintenance and construction services to the Town as directed by the Town, and as agreed to by the County. The services are more particularly described in Exhibit A, which is attached hereto and incorporated herein.
4. Town Liaison: The Town shall designate a person to act as a liaison between the Town and the County relative to the services desired, performance, and special assignments which the Town desires.
5. Compensation for Services. The Town shall pay the County for all the services and materials provided by the County in accordance with the terms set forth in Sec. 20-4-2 of

the County Ordinances. The County shall bill the Town for actual costs on a "time and material basis" for services in accordance with the current established labor rates, material rates, and machinery rates. Rates are formulated and verified in accordance with the Wisconsin Department of Transportation ("WisDOT") regulations: whereby labor costs include actual wages along with fringe benefits; material costs include the cost of the goods sold calculations; and specific equipment rates are determined and adjusted quarterly through the WisDOT statewide machinery rates in the corresponding WisDOT Highway Maintenance Manual. The Town shall submit payment in accordance with Sec. 20-4-2 of the County Ordinances.

6. Equal Opportunity Statement: During the term of this Agreement, with regard to any employment decisions related to this Agreement, all Parties agree not to discriminate on the basis of age, national origin or ancestry, handicap, sex, physical condition, developmental disability, or sexual orientation as defined in Wisconsin Statutes 51.01(5).
7. Notices: Notices, invoices and payments required by this Agreement shall be deemed delivered by means agreed to by the Parties. This can include U.S. Mail, E-mail, fax, or personal delivery as agreed by the Parties.
8. Indemnification; Claims:
  - a. The Town shall defend, hold harmless, and indemnify the County against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the County arising from or related to the actions, inactions, negligent or intentional tortuous acts or omissions of the Town's officers, employees, representatives or agents in performing the services of this Agreement. The Town acknowledges and accepts the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges that it is a condition of this Agreement and the County's performance of the services described herein.
  - b. Each Party shall promptly notify the other of any claim arising under this Agreement, and each Party shall fully cooperate with the other in the investigation, resolution, and defense of any claim or action.
  - c. This Agreement does not waive any governmental or sovereign immunity. Both Parties retain all applicable governmental immunities, defenses, and statutory limitations available, including those set forth in Wis. Stat. § 893.80, Wis. Stat. §895.52 and Wis. Stat. §345.05, as each may be amended.
  - d. The obligations in this Paragraph 8 shall survive the termination of this Agreement as to any act or omission by either Party to this Agreement which occurs prior to termination and which triggers any of the obligations contained in this Paragraph.

9. Termination: Either Party may terminate this Agreement for any reason during the term of the Agreement with such termination to be effective on December 31<sup>st</sup> of the year provided that a minimum of six (6) months written notice is given to the other Party of the intent to terminate the Agreement. Any materials ordered or work already requested and scheduled shall be completed and paid for as set forth in Paragraph 5 above.
10. Agreement Not Assignable: This Agreement is for inter-governmental cooperative services as set forth in Wis. Stat. § 66.0301 and is not assignable without the expressed written consent of both Parties.
11. Forced Majeure: Any failure or delay in performance due to contingencies beyond a Party's reasonable control, including strikes, riots, terrorist acts, compliance and applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this Agreement. Both Parties agree that any acts of God or Force Majeure shall be addressed in a cooperative and timely manner.
12. Entire Agreement: The entire agreement of the Parties is contained in this Agreement and supersedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof. The Parties expressly agree that this Agreement shall not be amended in any fashion except in writing executed by all Parties.
13. Applicable Law: The Parties shall comply with all applicable laws, statutes, codes, regulations or orders of any governmental entity having jurisdiction in the performance of the work and services herein. This Agreement shall be construed pursuant to Wisconsin law.

SAWYER COUNTY:

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Highway Commissioner

TOWN OF

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Name, Town Board Chairperson

By: \_\_\_\_\_  
Name, Town Clerk

## EXHIBIT A - SERVICES

**RESOLUTION APPROVING HIGHWAY ORDINANCES**

**WHEREAS**, Wis. Stat. § 83.025 grants authority to Sawyer County (the "County") to adopt, operate and maintain a county trunk highway system, and Wis. Stat. § 59.03(2) grants authority to the County to adopt ordinances regulating the use and preservation of county highways;

**WHEREAS**, the County has under its jurisdiction a County trunk highway system (the "CTH System");

**WHEREAS**, the County must take steps to protect and preserve the investment in the CTH System, and must act to protect public health, welfare and safety, and to preserve investment made in the CTH System;

**WHEREAS**, the draft County Ordinances referred to as the Sawyer County Code of Ordinances, Chapter 20 – Roads and Bridges, Article 3 – Highway Access Control and Article 4 – Highway Contracts, a copy of which is attached hereto and incorporated herein as Exhibit A (the "Highway Ordinances"), address various issues relating to the use of the CTH System, including access to County highways, utilities in County highway rights-of-way, other work in County highway rights-of-way relating to the use of the County's trunk highway system were reviewed and the County Highway Department's performance of construction and maintenance work for municipalities within the County;

**WHEREAS**, included with the Highway Ordinances for review and comment are the following: (1) Application/Permit to Work on Highway Right-of-Way; (2) Application/Permit to Construct, Operate, and maintain Utilities Within the Highway Right-of-Way; (3) Application/Permit For Connection to County Trunk Highway; (4) Utility Accommodation Policy; and (5) sample Highway Service Agreement (collectively, the "Additional Documents");

**WHEREAS**, upon adoption of the Highway Ordinances, the Additional Documents may be modified as set forth in the Highway Ordinances without County Board approval; and

**WHEREAS**, the Highway Ordinances were discussed at the County Public Works Committee meeting on February 7, 2024, and the County Public Works Committee voted to recommend to the County Board of Supervisors that the County Board of Supervisors approve and adopt the Highway Ordinances.

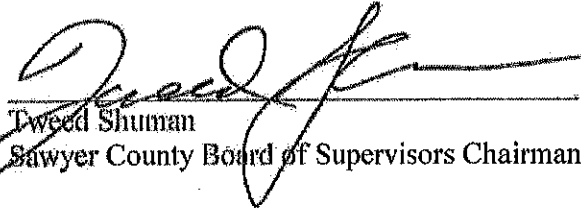
**NOW, THEREFORE, BE IT RESOLVED**, the county board of supervisors of the county of Sawyer does ordain as follows:

1. Approval of the Highway Ordinances. The Sawyer County Board of Supervisors hereby approves and adopts the Highway Ordinances attached hereto as Exhibit A.

47           2.     Health, Welfare and Safety. The Sawyer County Board of Supervisors finds that  
48           the County's approval and adopting of the Highway Ordinances is beneficial to  
49           the health, welfare, safety and other interests of Sawyer County's residents,  
50           taxpayers and visitors.

51  
52           3.     Additional Actions. The Sawyer County Highway Commissioner, or the Sawyer  
53           County Highway Commissioner's designee, shall take all necessary steps to  
54           ensure that Sawyer County Board of Supervisor's action and decision set forth  
55           herein is completed.  
56

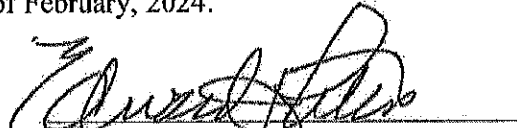
57  
58     The Sawyer County Board of Supervisors this 15<sup>th</sup> day of February, 2024 hereby adopts this  
59     Resolution and approves and adopts the Highway Ordinances attached hereto as Exhibit A.  
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63     Tweed Shuman  
64     Sawyer County Board of Supervisors Chairman

65       
66     Lynn Fitch  
67     Sawyer County Clerk

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69     This Resolution and approval of the Highway Ordinances was recommended for adoption by the  
70     Sawyer County Board of Supervisors at its meeting on February 15, 2024, by this Sawyer  
71     County Public Works Committee on the 7<sup>th</sup> day of February, 2024.  
72

73  
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75     Ron Kinsley, Chairperson

76       
77     Ed Peters, Vice Chairperson

78  
79       
80     Brian Bissonette, Member

81       
82     Marc Helwig, Member

83     \_\_\_\_\_  
84     Chris Rusk, Member

85  
86     **EXHIBIT A: SAWYER COUNTY CODE OF ORDINANCES, CHAPTER 20 – ROADS**  
87     **AND BRIDGES: ARTICLE 3 – HIGHWAY ACCESS CONTROL; ARTICLE 4 –**  
88     **HIGHWAY CONTRACTS (ATTACHED)**  
89