

Conditional Use Application #24-009

Town of Round Lake

TO: Sawyer County Zoning 10610 Main Street, Sui Hayward, WI 54843	& Conservati ite #49	ion Administration			
Attn: Kathy Marks	Email: kathy	/.marks@sawyercoun	tygov.org		
Owner: A-1 Plumbing & Exc 1474N State Hwy 40 Exeland, WI 54835	avating	Phone: 715-943-2 Email: <u>A1plumbing</u>	382 poffice@yahoo.com		
Property Description: Part #26595. And the SE ½ of the Forestry One (F-1). 60 total a	NE ¼; S11,	T41, R08W; Parcel #	「41N, R08W; Parcel # 024-841-11-1401; Tax	024-841 ID #265	-12-2301, Tax ID i46. Both zoned
Permit desired for the 5 year mineral extraction operation, June 21, 203 and most recer	including roc	k crusher. The CUP w	t #13-005 for the locati vas originally approved	on of a r I at publi	non-metallic ic hearing on
Public Hearing will be held	on April 19,	2024, at the Sawyer	County Courthouse	at 8:30a	M
By Action of the Town Boar	rd, use is:	() Approved	() Tabled		() Denied
	<u>Yes</u>	<u>No</u>		<u>Yes</u>	<u>No</u>
Rolfe Hanson, Chairman	()	() Dan Palmer	, Supervisor	()	()
Kay Wilson, Supervisor	()	() James Strar	ndlund, Supervisor	()	()
Donald Stover, Supervisor	()	()			

Your Town Board decision is an integral part of the decision making process for the Sawyer County Zoning Committee. The Zoning Committee would like your cooperation in stating the reasons or comments why you approved, denied, or tabled the request. CUP #24-069, A-1 Plumbing & Excavating Inc. Dated this ______, 20______

Kathy McCoy, Clerk



Conditional Use Permit Request STAFF REPORT

Prepared By: Jay Kozlowski, Sawyer County Zoning & Conservation Administrator

File: # CUP 24-009

Applicant:

A-1 Plumbing Heating & Excavating Inc.

Bruce or Bart Vitcenda

Property Location & Legal Description:

Town of Round Lake, Prt SW ¼ NW ¼ west of highway S12 T41N R08W and SE ¼ NE ¼ S11 T41N R08W Parcel #024-841-12-2301, 024-841-11-1401.

60 Acres zoned F-1 known as Joan's Pit

Request: The five (5) year renewal CUP #13-005 for the location of a non-metallic mineral extraction operation, including rock crusher which was originally approved at public hearing on June 21, 2013 and renewed most recently on April 16, 2019.

Project History & Summary of Request

The renewal of CUP 13-005 is for the location of a non-metallic mineral extraction operation including rock. The property is 60 total acres with the total proposed mine site of 16 acres with current active open acres of approximately 5 acres. It is anticipated that approximately 5,000 – 10,000 cubic yards of material would be extracted annually. The surrounding land use is multiple non-metallic mines, forestry, and light residential. Nearest residence is greater than 1,300' away.

The Sawyer County Zoning & Conservation Department currently does not have any complaints for this file.

The current hours of operation are 8 AM to 5 PM, Monday - Friday. With crushing 7 AM to 7 PM, Monday - Friday, March - December (4 or 5 days per year) If weather permits, one single crushing event may occur between January - March.

Financial assurance has been received for \$7600 in the form of an irrevocable letter of credit.

Additional information for Conditional Use Permits:

Substantial evidence means facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion.



If an applicant agrees to meets all of the requirements and conditions specified in the county ordinance or those imposed by the county zoning board, the county shall grant the conditional use permit. Any condition imposed must be related to the purpose of the ordinance and be based on substantial evidence. The conditions must be reasonable and, to the extent practicable, measurable. The applicant must demonstrate that the application and all requirements and conditions established by the county relating to the conditional use are or shall be satisfied, both of which must be supported by substantial evidence. The county's decision to approve or deny the permit must be supported by substantial evidence.

Possible Conditions for Approval: (choose from list below) (add or delete from list below)

- 1 Maintain compliance with NR 135 (reclamation plan)
- 2 Maintain compliance with Plan of Operation including current hours of operation from 8 AM to 5 PM, Monday - Friday. With crushing 7 AM to 7 PM, Monday - Friday, March -December (4 to 5 days per year) with allowance of 1 additional crushing event January or February if weather permits.
- 3 Maintain compliance with Department of Natural Resources Chapter 30
- 4 All other town, County, State, Federal Laws are followed

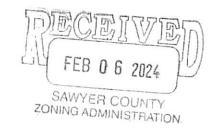
Findings of Fact:

Does the request do the following? Yes/No

- 1. Promote the public health, safety, convenience and general welfare;
- 2. Encourage planned and orderly land use development;
- 3. Protect property values and the property tax base;
- 4. Permit the careful planning and efficient maintenance of highway systems;
- 5. Ensure adequate highway, utility, health, educational and recreational facilities;
- 6. Recognize the needs of agriculture, forestry, industry and business in future growth
- 7. Encourage uses of land and other natural resources which are in accordance with their character and adaptability;
- 8. Provide adequate light and air, including access to sunlight for solar collectors and to wind for wind energy systems;
- 9. Encourage the protection of groundwater resources;
- 10. Preserve wetlands:
- 11. Conserve soil, water and forest resources;
- 12. Protect the beauty and amenities of landscape and man-made developments;
- 13. Provide healthy surroundings for family life;
- 14. Promote the efficient and economical use of public funds.



Conditional Use Public Hearing Application



TO: Sawyer County Zoning and Conservation Administration 10610 Main Street Suite 49 Hayward, Wisconsin 54843 Attn: Kathy Marks E-mail: <u>kathy.marks@sawyercountygov.org</u>

Phone: 715-638-3225

Property Owner Name & Address:

A-1 Plumbing Heating & Excavating Inc. 1474N State Hwy 40 Exeland, WI 54835

Phone: 715-943-2382

Email: A1plumbingoffice@yahoo.com

Property description including Parcel Number: PRT SW ¼ NW ¼ West of Highway S12 T41N R08W and SE ¼ NE ¼ S11 T41N R08W. Parcel# 024-841-12-2301, 024-841-11-1401. Property is Zoned Forestry One (F-1) and is 60 acres. Known as Joan's Pit.

Permit desired for:

The five (5) year renewal of conditional use permit #13-005 for the location of a non-metallic mineral extraction operation, including rock crusher. The CUP was originally approved at public hearing on June 21, 2013. AND MOST RECENTLY ON 4-16-19.

Bart Vitcend	a	¥
Benton	\rangle	
Owner Print & Sign		Owner Print & Sign
Signature of property owner(s) rec inspection by Municipal Officials, S	quired. The undersigned person(s Sawyer County Zoning Staff and Sa	hereby give permission for access to the property for wyer County Zoning Committee members if needed.
Name, Address, Phone & Email of	Agent or Buyer:	
Fee: \$350.00	Date of Public Hearing:	april 19, 2004
Gravel Pit renewa/\$300.00)	Rev January 2023	<i>)</i>

Real Estate Sawyer County Property Listing

Today's Date: 2/8/2024

Description	Updated: 11/27/2018
Tax ID:	26595
PIN:	57-024-2-41-08-12-2 03-000-000010
Legacy PIN:	024841122301
Map ID:	7.1
Municipality:	(024) TOWN OF ROUND LAKE
STR:	S12 T41N R08W
Description:	PRT SWNW WEST OF HIGHWAY
Recorded Acres:	20.000
Calculated Acres:	18.519
Lottery Claims:	0
First Dollar:	No
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

4	Recorded Documents
23	WARRANTY DEED

Updated: 5/28/2013

Date Recorded: 4/26/2013 384713

Property Status: Current

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

Ownership	Updated: 11/27/2018
A-1 PLUMBING HEATING & EXCAV INC	EXELAND WI

Billing Address:
A-1 PLUMBING HEATING & EXCAV INC
1474N STATE HWY 40
EXELAND WI 54835

Mailing Address:
A-1 PLUMBING HEATING & EXCAV INC
1474N STATE HWY 40
EXELAND WI 54835

Site Address * indicates Private Road	
12550W STATE HWY 77	HAYWARD 54843

Property Assessment		Updated: 7/16/2019	
2023 Assessment Detail			
Code	Acres	Land	Imp.
G2-COMMERCIAL	4.000	12,000	0
G6-PRODUCTIVE FOREST	16.000	24,000	0
2-Year Comparison	2022	2023	Change
Land:	36,000	36,000	0.0%
Improved:	0	0	0.0%
Total:	36,000	36,000	0.0%

Property History	
N/A	

Real Estate Sawyer County Property Listing

Today's Date: 2/8/2024

Description Updated: 11/27/2018 Tax ID: 26546 PIN: 57-024-2-41-08-11-1 04-000-000010 Legacy PIN: 024841111401 Map ID: .4.1 Municipality: (024) TOWN OF ROUND LAKE STR: S11 T41N R08W Description: SENE Recorded Acres: 40.000 Calculated Acres: 39.914 Lottery Claims: 0 First Dollar: No 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

001700	Technical College
Recorded Documents	Updated: 5/28/2013
☑ WARRANTY DEED	
Date Recorded: 4/26/2013	384713

Property Status: Current

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

Monership Ownership	Updated: 11/27/2018
A-1 PLUMBING HEATING & EXCAV INC	EXELAND WI

Billing Address:	Mailing Address:			
A-1 PLUMBING HEATING &	A-1 PLUMBING HEATING &			
EXCAV INC	EXCAV INC			
1474N STATE HWY 40	1474N STATE HWY 40			
EXELAND WI 54835	EXELAND WI 54835			

Site Address * indicates Private Road

N/A			
Property Assessment		Updated:	7/16/2019
2023 Assessment Detail			
Code	Acres	Land	Imp.
G6-PRODUCTIVE FOREST	40.000	56,000	0
2-Year Comparison	2022	2022	Change

2-Year Comparison	2022	2023	Change
Land:	56,000	56,000	0.0%
Improved:	0	0	0.0%
Total:	56,000	56,000	0.0%

Property History	
N/A	

A-1 Plumbing, Heating, & Excavating, Inc. Joan's Pit. Non-Metallic Mine Operation and Maintenance Plan

Joan's Pit

Operation Plan

owner: A-1 Plumbing, Heating, & Excavating Inc. Parcel IDs: 024-841-11-1401 & 024-841-12-2301

Property description: the SE 1/4 NE 1/4, S11, T41N, R 8W, Parcel 4.1 and part of the SW 1/4 NW 1/4 lying west of State Hwy 77 of S12, T 41N, R 8W, parcel 7.1.

location: Sawyer County. East of Hayward. Approx. 3/8 mi west of Pit Rd. on the

northwest side of State Hwy. 77

Property size: 60 acres

Proposed mine: 16 acres

Proposed activities

extracting, crushing, conveying, and stockpiling of gravel

Hours of operation

normal hours: 8:00 a.m.- 5:00 p.m.

Crushing hours:7:00 a.m.- 7:00 p.m. months of year: March-December

days of week: Monday - Friday

crushing operations: four or five days per year

A II want formers, single cousing eyele allowed In 51 Feb.

Access Route

access to site is existing driveway off State Hwy. 77

Equipment used

Equipment used during pit operation will be excavator, front end loader, dump trucks, and crusher

Principle structure/Residences

the closest principle structure/residence is approx. 1800 feet from pit

Excavation

the depth of the pit will be no more than 25 ft.. Approx. 5000 - 10000 yards of gravel are anticipated to be excavated each yr.. Excavation will continue until the decided selbacks are reached. (see reclamation plan)

Lot Lines

lot lines have been marked. Identification and safety signs are placed at pit entrance

Navigable water/wetlands

property has no navigable water or wetlands

Erosion control

runoff from the site will be controlled by being contained within the pit itself. Pit will be started in natural occurring hole and water will be drained therein. As pit expands, water will continually drain to within pit as to avoid runoff

Environmental considerations

All operations will be done in a way that will minimize the production of noise, vibration, or dust. Best management practices will be used to minimize erosion and pollution of surface and ground water

Activities/ Projects mining operation supports

The mined materials will support projects being done by the applicant. Materials will predominantly be used for residential projects with some commercial projects upon request. Applicant would consider selling material to State, County, or Townships if requested

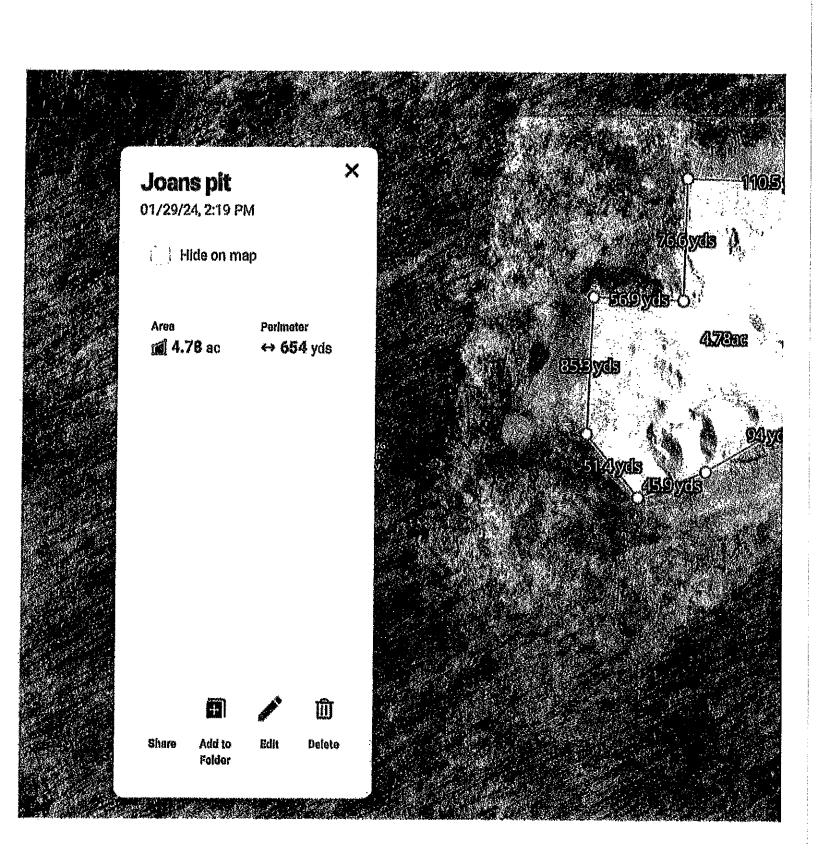
Reclamation Plan

A reclamation Plan is developed, and approved by the Sawyer County Land and Water Conservation Department

Joan's Pit

<u>Maintenance Plan</u>

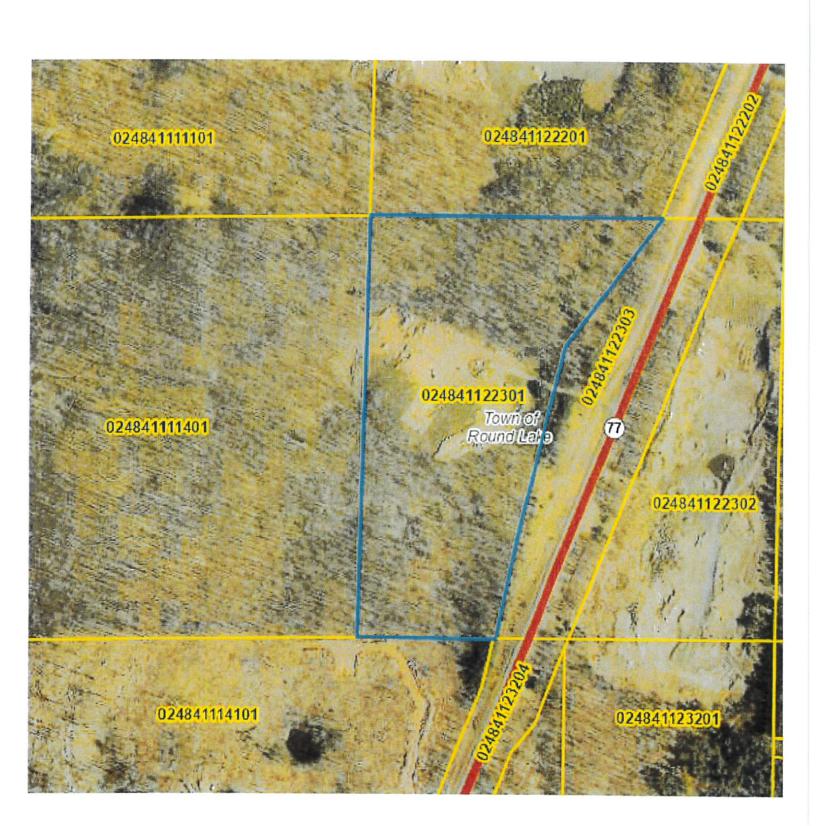
Runoff from pit will be internally drained at all times.

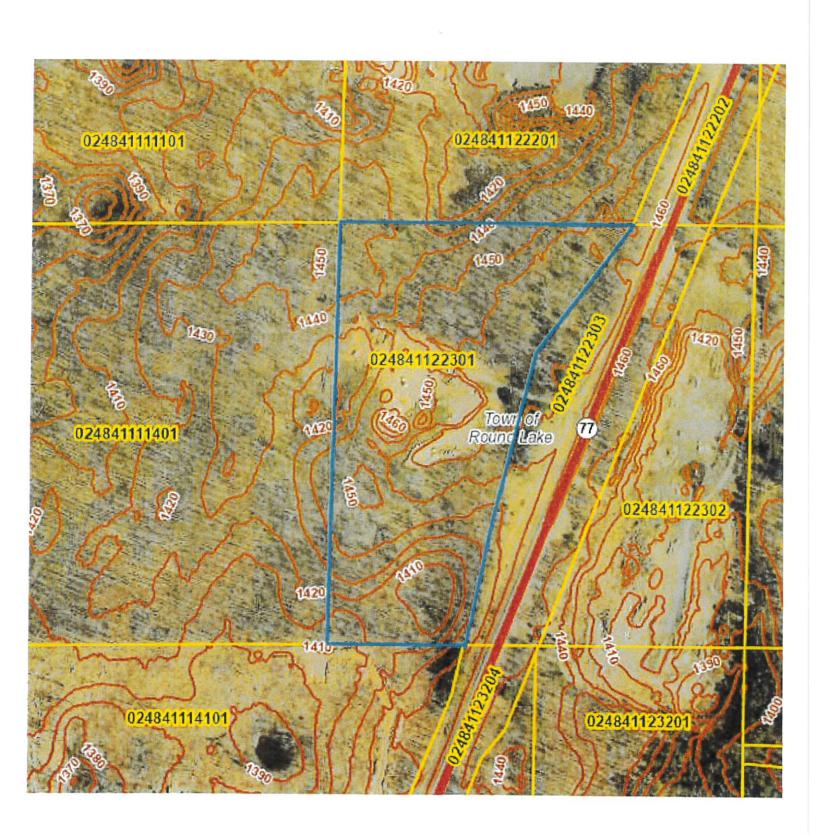


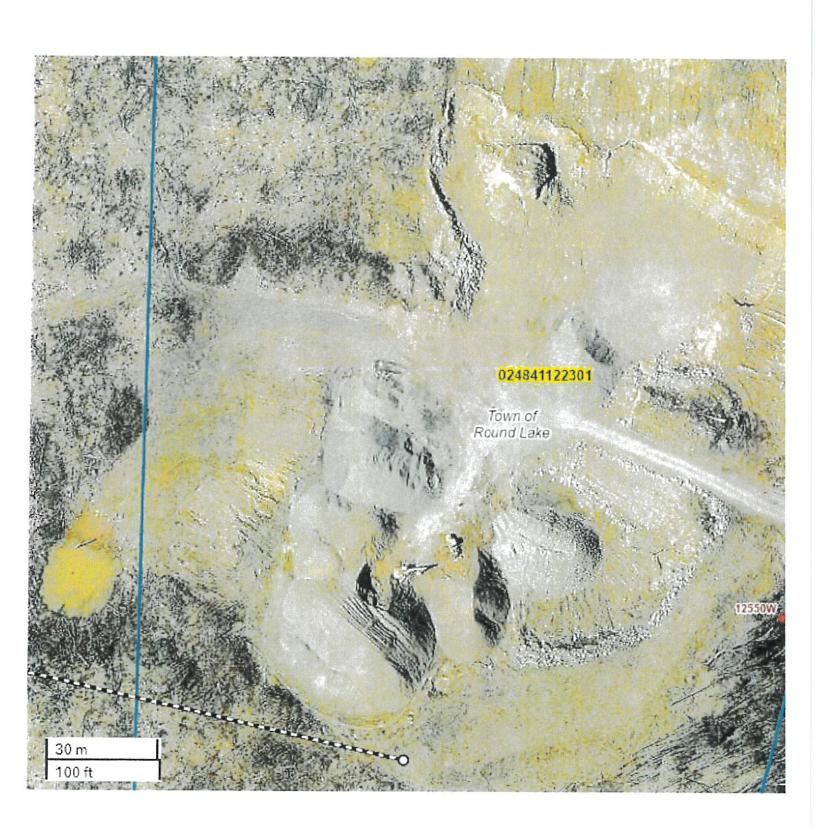


Date created, 1/29/2024
Last Date Universed to 29/2024-11-44 AM
Developed by
Sphinglishy











Township Approval Application

Town of Round Lake

Date of Application $\frac{2/32/34}{}$

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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	c Preserve at	MBF, LLC	- Jerony Hill
By Action of the Town B	loard, use is:	;	
() Approved	() Denied	ļ	Vabled
Comments:	The state of the s		
Chairman Supervisor Supervisor Page *Only one signature is re	T. S. Mrs.		Date 3-14-23 Date 3-14-23 Date 3/14/23
Return to: Sawyer County Zonin Attn: Michelle Harris 10610 Main Street, St Hayward, WI 54843 Email: michelle.harri	•		

SUBMIT COMPLETED APPLICATION AND FEE TO: Sawyer County Zoning & Conservation Depart. 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 PRIMITS HAVE BEEN ISSUED TO APPLICANT. Original Application MUST be submitted.

Submitted of this application or receipt of fees does not constitute permit issuance.

FILL OUT IN INK (NO PENCIL)

Owner(s) Name:		Contractor(s) Name		
The Preserve at MBF, LLC		Hill Construction LLC		
Mailing Address: 16271W Miller Rd, Hayward, W1 54843		Mailing Address: 15988 US Hwy 63, Hayward, WI 54843		
Phone: 715-558-2964 Email: jeremy@hillconstruction.net		Phone: 715-634-6750 Email: jeremy@hillconstruction.net		
Site address:	Appled State Rd 77 (Lot 26)	Or Date applied for: 2/22/34		
Legacy PIN # 024841104401		Town of: Round Lake		
Permit delivery M	ethod Call Owner C Mail Owner Xo Cal	Contractor = Mail Contractor e-mail: carrie@hillconstruction.net		

X Shoreland 🛶	Is Property/Land within 300 feet of River, Stream (Ind. Intermetent) Creek or Landward side of Floodplain? If yes—continue	Distance Structure is from Shoreline : feet	is your Property in Floodplain Zone?	Ara Watiands Present? Yes X No
	X is Property/Land within 1000 feet of Lake, Pond or Flowage if yes-—continue $ ightharpoonup$	Distance Structure is from Shareline : feet	Yes X No	
[] Non-Shoreland				

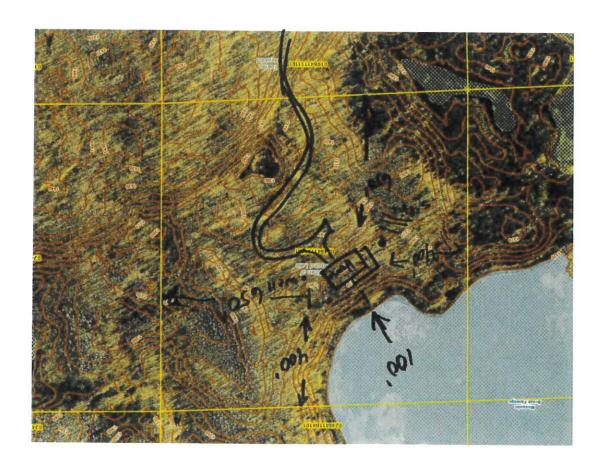
Value at Time of Completion * include donated time & material	Describe Project type (House, garage, shed, deck, Addition, etc) List separately	Number of Stories	Project Foundation (Basement, Crawispace, Slab)	Total # of bedrooms Post construction	What Type & Capacity is the Sewer/Sanitary System(s)'
5 400,000 Dwelling	House	1	Slab w/Frost Walls	3	3 bedroom conventional
Accessory Bldg					

1	Proposed Structure		Proposed Structure			Di	men	sions		Total Square Footage (multiply per story)	Height: Lowest Grade to Highest Peak
X	Residence		(52	х	28	1	1456	Ft.		
	with 2 nd story or loft		l	10%	Х)		Ft.		
	with Basement		(X)		Ft.		
	Attached Garage		(Х	Minge)		Ft.		
Agricultural Agricultural (explain) detached garages, sheds, post houses, etc.) Temporary Guest Quarters or Bunkhouse (Circle type)			(Х)		Ft.		
		e)	(-	X)		Ft.		
Х	Deck/Porch/Patio Side deck		(7	Х	35 28)	616	Ft.		
Х	(2 nd) Deck/Porch/Patio Front Porch		(7	х	20.75)	32	Ft.		
	Other (explain)		[X)		Ft.		
Other Principal Structure (Agricultural, Commercial, Municipal, Etc.)			[Х)		Ft.		
	Addition/Alteration (explain)		(Х)		Ft.		
	x	X Residence with 2 nd story or loft with Basement Attached Garage Accessory Structure (explain) (detached garages, sheds, boat houses, otc.) Temporary Guest Quarters or Bunkhouse (Circle type) X Deck/Porch/Patio Side deck X (2 nd) Deck/Porch/Patio Front Porch Other (explain) Principal Structure (Agricultural, Commercial, Municipal, Etc.)	X Residence with 2nd story or loft with Basement Attached Garage Accessory Structure (explain) (detached garages, sheds, poat houses, stc.) Temporary Guest Quarters or Bunkhouse (Circle type) X Deck/Porch/Patio Side deck X (2nd) Deck/Porch/Patio Front Porch Other (explain) Principal Structure (Agricultural, Commercial, Municipal, Etc.)	X Residence { with 2nd story or loft { with Basement { Attached Garage { Accessory Structure (explain) { (stetsched garages, sheds, poat houses, atc.) } Temporary Guest Quarters or Bunkhouse (Circle type) { X Deck/Porch/Patio Side deck { X (2nd) Deck/Porch/Patio Front Porch { Other (explain) { Principal Structure (Agricultural, Commercial, Municipal, Etc.) { ((2nd) Commercial, Municipal, Etc	X Residence 52 with 2nd story or loft 1 with Basement 1 Attached Garage 1 Accessory Structure (explain) 1 (stetsched garages, sheds, poat houses, atc.) 1 Temporary Guest Quarters or Bunkhouse (Circle type) 1 X Deck/Porch/Patio Side deck 7 X (2nd) Deck/Porch/Patio Front Porch 7 Other (explain) 1 Principal Structure (Agricultural, Commercial, Municipal, Etc.) 1	X Residence 52 x with 2nd story or loft x x with Basement x x x x x x x x x	X Residence 52 × 28 with 2nd story or loft X with Basement X Attached Garage X Accessory Structure (explain) X Temporary Guest Quarters or Bunkhouse (Circle type) X X Deck/Porch/Patio Side deck 7 28 X (2nd) Deck/Porch/Patio Front Porch 7 4'6 Other (explain) X Principal Structure (Agricultural, Commercial, Municipal, Etc.) X Weith 2nd story or loft X X	X Residence	Proposed Structure Dimensions Footage (multiply per story)		

Attach a Plan of 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.

And the second s	Setback Measurements		Description	Setback Measurements
	2000.			- His
Setback from the Centerline of Platted Road and/o	C. State		Lake (ordinary high-water mark	
Setback from the Established Right-of-Way	Feet		River, Stream, Creek	Fe
Setback from the North Lot Line	CO della Font	Setback from the	Bluff if applicable	Fe
Setback from the South Lot Line	650 Feet	Setback from We	stland	100 Fe
Setback from the West Lot Line	Feet		a of construction/disturba	
Setback from the East Lot Line	Con the Feet	Elevation of Floo		Fe Fe
	650 TO			
Setback to Septic Tank or Holding Tank	20 Feet	Setback to Well		10 Fe
Setback to Drain Field	Feet			
Setback to Privy (Portable, Composting)	Feet	鞋		
Phor to the discement or construction of a structure within law previously survived corner to the other pre-notice survived co	e 15) feet of the minimum re Director marke I by a vicense	equired setback the occurd: It waveyor at the owner's e	ary use from which the telback is appose	must be treatured must be visible from un
Prior to the placement or construction of a structure more than measured must be visible from one previously conveyed conse- within 500 feet of the proposed site of the structure or must be	to the affice previous , sun ie marked by a fice ned since	veyed carner, or verificible of ever at the owner's dipens	ry the Department by usy of a co e	fair) The from which the services must be prested compass from a Yeown come.
For Shore	land property, comple	te the impervious surfa	ice worksheet be ow	
Calculate impervious surfaces. (Roofed, concrete, p	paved, and other surfa	ces that water cannot	penetrate. The Zoning Off	ice can help you determine if a
surface is considered impervious)	110			
Calculate lot area:	40		1,75	42,400
Indicate lot size from CSM or NOVUS (circle one):		Acres; Multiply by 43,5	50-10-10-	Square Footage
		reads, waitiply by 43,5	Joo - Lot area.	
Calculate impervious surface area:				
_		2.7	208	
Determine the total size, in square feet, of your proj	ects listed above (inclu	de eaves):	sq ft	
Determine the total size, in square feet, of all existin	g roofed structures (in:	rlude eaves):	sa ft	
Determine the total size, in square feet, of all existing	g paved/bricked/block	ed surfaces:	sq ft.	
Add these measurements to de	torming total levels in			
	57	us surraces:	sq rt.	
Calculate impervious lot percentage	1742,400		00190	
			00110	
Total impervious surface: 2208 ÷ Lot area: 2	Sq ft. X 100	0 = impervious surface	2 %	
		(Mitigation is required if t	otal exceeds 15%)	
Notice a separate grading permit needs to be obtain	ed if disturbed area is w	ithin the Shoreland distr	ict as indicated on previous	nage and meets criteria below
				The The Market British and The Total
Grading on a slope greater than 20%		 Gradin 	ng of more than 1,000 Sq. F	t. on 12%-20% slopes
 Grading of more than 2,000 Sq. Ft. on Slo 	ones less than 12%		ng is in excess of 10,000 Sq.	
3 2,000 34, 11, 011 38	Op 23 1233 11311 1270	Gradin	18 19 11. CACC33 OI 10,000 34.	. Ft.
FAILURE TO OSTA I (we) declare that this application (including any accompan	WAPERMIT COSTARING	CONSTRUCTION-WITHOU	TA FERMIN WILL RESULT IN PI	ENALTIES
(we) declare that this application (including any accompan complete t (we) acknowledge that t (we) am (are) respon	IN A PERMIT OF STARTING lying information) has bee nsible for the detail and ac	CONSTRUCTION WITHOUT READ IN THE CONTROL OF A INTERPRETATION OF A	TAPERMIT WILL ACSULTINES d to the best of my (our) know (live) am (are) providing and t	ENALTIES Jedge and belief it is true, correct and hat it will be relied upon by Sawyer.
I (we) declare that this application (including any accompan complete: I (we) acknowledge that I (we) am (are) respor County in determining whether to issue a permit. I (we) fu	IN A PERMAL CASTARE NO lying information) has bee nsible for the detail and ac arther accept liability which	CONSTRUCTION WITHOUT REASON TO SERVICE TO SE	TA FERMIT WILL RESULT IN PI d to the best of my (our) know I (we) am (are) providing and to pr County relying on this info	ENAPTIES Pledge and belief it is true, correct and had been also be relied upon by Sawyer and the large and any any area providing to any any large providing the providing the large providin
(we) declare that this application (including any accompan complete. I (we) acknowledge that I (we) am (are) responsory in determining whether to issue a permit. I (we) furth this application. I (we) consent to country officials charge	IN A PERMAL COSTARE NO lying information) has bee nsible for the detail and ac orther accept liability which ged with administering cou	construction with au in examined by me (us) am couracy of all information h may be a result of Sawy inty ordinances to have ac	d to the best of my (our) know (we) am (are) providing and to ar County relying on this infor	enables Iledge and belief it is true, correct and that it will be relied upon by Sawyer mation I (we) am (are) providing no or coperty at any reasonable time for the
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I (we) declare that this application (including any accompan complete 1 (we) acknowledge that I (we) am (are) respor County in determining whether to issue a permit. I (we) fur with this application. I (we) consent to county officials charg purpose of inspection. Additionally, the undersig	in A PERMIT CONTART NO typing information) has bee nable for the detail and ac triter accept liability which ted with administering cou- gned person(s) hereby give	n examined by me (us) an ccuracy of all information h may be a result of Sawy inty ordinances to have ac a permission for access to	TAPEAN WILLESUEUP I d to the best of my (our) know [(we) am (are) providing and te er County relying on this infor- cess to the above described p the property for onsite inspec	routes related and belief it is true, correct and hat it will be relied upon by Sawyer mation I (we) am (are) providing in or roperty at any reasonable time for the tion by Municipal Officials.
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' Real Estate Sawyer County Property Listing Today's Date: 2/22/2024

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 ROBW
Description:	SESE
Recorded Acres:	40.224
Lothery Claims:	0
First Collar:	No
Waterbody:	Mosquito Brook Flowage
Zoning:	(F-1) Forestry One
ESM:	461

Tax Districts	Updated: 2/6/2007
1	State of Wisconsky
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	<u>448022.</u>
EI QUIT CLAIM DEED	
Date Recorded: 1/14/2015	<u>393980</u>
EJ PERSONAL REPRESENTATIVES E	DEED
Date Recorded: 12/30/2014	393774

298970_217/293 QCDB00/16B

M QUIT CLAIM DEED

Date Recorded:

Property Status: Current Created On: 2/6/2007 7:55:45 AM

93 Ownership	Updated: 2/20/2024
PRESERVE AT MBF LLC	HAYWARD WI
Billing Address:	Malling Address:

PRESERVE AT MBF LLC	PRESERVE AT MBF LLC				
15988 US HWY 63	15988 US HWY 63				
HAYWARO WI 54843	HAYWARD WI 54843				
Site Address * Indicate	s Private Road				

N/M			
Property Assessment		Updated:	7/16/2019
2024 Assessment Detail	With the Control of the Control	······································	
Code	Acres	Land	Imp.
GS-UNDEVELOPED	5,000	100	ō
G6-PRODUCTIVE FOREST	35,000	54,300	Q
2-Year Compatison	2023	2024	Change
Land:	54,400	54,400	0.0%
Improved:	٥	9	0.0%
Total:	54,400	54,400	0.0%

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.

l'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 lay.kozlowski@sawyercountygov.org



PROPOSAL TO CHANGE CONSERVANCY STATUS OF MOSQUITO BROOK FLOWAGE

3-14-24

To: Town of Round Lake Board of Supervisors, and Planning Commission

From: Jeremy Hill, Owner

The Preserve at MBF, LLC

Hill Construction, LLC

Hello Town of Round Lake board,

I recently submitted a building permit application with Sawyer County Zoning to get a land use permit to build one 3BR, 2BA, single family home on the property we purchased on Jan 5th, 2024, located at 12952N Hwy 77, Hayward WI. This is the 940 acre property that includes most of the land around and under the Mosquito Brook Flowage.

Sawyer County Zoning requires us to get a Conditional Use Permit from the township for building a home on a property that is zoned Forestry. I am on your agenda for this, and I attended the Town of Round Lake Planning Commission meeting on Tues March 12th.

I was informed at this meeting that the land surrounding the Mosquito Brook Flowage was designated by the township as Conservancy on your Comprehensive Plan, and I was told that my application for this Conditional Use Permit to build one home on my 940 acre parcel was going to be denied because of this designation that the town put on the property. I do not feel it is just to have the town continue with this designation on my land. When this land was owned by Thorp Properties, and they just held the land and did nothing with it, that was a different story.

As discussed at the plan commission meeting, the land of the Mosquito Brook Flowage is very ecologically significant for the Brook Trout of the Mosquito Brook Flowage, but that land of the flowage is not under conservancy status per your maps, the town has the land surrounding the flowage under this designation. Since the dam on the flowage is unlikely to ever exist, this will likely remain in its current state, as a large wetland with spring ponds feeding into the central creek that is the headwaters of the Mosquito Brook. I am proposing the Town of Round Lake to swap this designation from the land around the flowage, to include the land of the flowage itself instead. I feel that protecting this wetland is of crucial importance, and I feel that this scenario shows much better land stewardship.

status, forever. But I want to wait to finalize our plans for the rest of the property before officially doing that. I am committing to you today that we want to protect and preserve this incredible natural resource, and I think this proposal is the proper thing to do, and shows that although we may have future development plans in mind, protecting this incredible natural resource comes first.

I have spoken at length with Frank Pratt, retired fisheries biologist, and with Carol Heinrich, who is on the board of the Land Conservancy, and they agree that we are doing the right thing with this property, and they didn't have a problem with our future development plans for the property, as long as the Mosquito Brook flowage is protected.

I have looked at your comprehensive plan, and I do not see anything in there that says we can't build a home on land with the Conservancy status. It just says to preserve and protect it in its natural state. But rather than fight that battle, I think this proposal is in the best interests of the public and the environment. I do want this land to stay private for now, not public, but we wish to preserve it in its natural state, forever. So it would be private land, under protected status, effective from when you approve this Proposal.

We have created a Dropbox folder with all these maps, as well as lots of drone photos and a drone flyover video taken this winter, so everyone can see what this land looks like now.

I would be happy to give you all a tour of this incredible property, and Ginny from the Plan Commission will be setting that up.

included in the maps we provided are maps showing the water both before and after the dam break. I have emailed this link to the town clerk today, to share with you.

Let me know if you have any questions.

Lets work together to protect this natural resource. Please vote to move this proposal forward to a public hearing.

Thank you,

a company of

Jeremy Hill, Owner

The Preserve at MBF, LLC

16271W Miller Rd, Hayward, WI 54843

Cell 715-558-2964

jeremy@hillconstruction.net

HIGHWAY SERVICE AGREEMENT

Thi	s Highway	Service	Agreement	("Agreement")	is	made	and	entered	into	this
	day o	f		, by and betw	/een	the S	awyei	County	High	way
Departmen	t (hereinafte	r "County	") and the T	own of	_ (h	ereinaf	ter "T	'own''). '	The T	own
				ularly as a "Part						

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. <u>Term</u>: 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. <u>Town Liaison</u>: 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. <u>Compensation for Services</u>. 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. <u>Notices</u>: 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. <u>Termination</u>: Either Party may terminate this Agreement for any reason during the term of the Agreement with such termination to be effective on December 31st 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. <u>Applicable Law:</u> 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:	Ву:
	Highway Commissioner
TOWN OF	
Date Signed:	Ву:
	Name, Town Board Chairperson
	Ву:
•	Name, Town Clerk

Kathy,

Please see below. The services the county can provide are highlighted in yellow. Let me know if you have any questions.

Thank You

20-4-2 Contracts to construct and Maintain Streets and Highways

- A. <u>Contracts Authorized.</u> Pursuant to the provisions of Wis. Stat. § 83.035, the Highway Commissioner, with the approval of the Committee, is hereby authorized to execute contracts with cities, villages and towns within Sawyer County for the purpose of enabling the County to construct and maintain streets and highways in such municipalities. Maintenance shall include the furnishing of any road supplies and equipment to such municipalities. Any contract entered into pursuant to this Sec. 20-4-2 shall comply with all applicable state and federal laws.
- B. <u>Limitation</u>. The Sawyer County Highway Department shall undertake no construction or maintenance for municipalities in excess of the County aid authorized by the County Board of Supervisors.
- C. Payment. All contracts executed with any municipality for work pursuant to this Article 4 shall provide that payment in full must be made to the County within 120 days of the completion of such work. If a municipality fails to make payment in full within the above-prescribed 120 days, the County Highway Department shall do no further work of any type nor furnish any road supplies or equipment for or to such municipalities. If a municipality fails to make payment in full within the above-prescribed 120 days, any unpaid balance outstanding shall bear interest at the rate of five percent (5%) per annum until paid.

John Pinnow

Highway Commissioner

Sawyer County Highway Department 14688W County Road B Hayward, WI 54843 Cell 715-492-7180 john.pinnow@sawyercountygov.org Sawyer County_Final_300

From: town@townofroundlakewi.org <town@townofroundlakewi.org>

Sent: Thursday, March 21, 2024 4:20 PM

To: John Pinnow <john.pinnow@sawyercountygov.org>

Subject: RE: 6'-20' Bridge Inventory

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Missing Exhibit A

Board members wanted to know what services as per exhibit A

Thank you

Kathy - Round Lake

----Original Message----

From: "John Pinnow" < john.pinnow@sawyercountygov.org>

Sent: Thursday, March 21, 2024 4:37pm

To: "Kathy McCoy-RoundLake-024" <town@townofroundlakewi.org>

Subject: RE: 6'-20' Bridge Inventory

Kathy,

Please see below. The services the county can provide are highlighted in yellow. Let me know if you have any questions.

Thank You

20-4-2 Contracts to construct and Maintain Streets and Highways

- A. <u>Contracts Authorized</u>. Pursuant to the provisions of Wis. Stat. § 83.035, the Highway Commissioner, with the approval of the Committee, is hereby authorized to execute contracts with cities, villages and towns within Sawyer County for the purpose of enabling the County to construct and maintain streets and highways in such municipalities. Maintenance shall include the furnishing of any road supplies and equipment to such municipalities. Any contract entered into pursuant to this Sec. 20-4-2 shall comply with all applicable state and federal laws.
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John Pinnow

Highway Commissioner

Sawyer County Highway Department 14688W County Road B Hayward, WI 54843 Cell 715-492-7180 John pinnow@sawyercountygov.org Sawyer County_Final_300

From: town@townofroundlakewl.org <town@townofroundlakewl.org>

Sent: Thursday, March 21, 2024 4:20 PM

To: John Pinnow <john.pinnow@sawyercountygov.org>

Subject: RE: 6'-20' Bridge inventory

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Missing Exhibit A

Board members wanted to know what services as per exhibit A

Thank you

Kathy - Round Lake

----Original Message----

From: "John Pinnow" < john.pinnow@sawyercountygov.org>

Sent: Thursday, March 21, 2024 4:37pm

To: "Kathy McCoy-RoundLake-024" <town@townofroundlakewi.org>

Subject: RE: 6'-20' Bridge Inventory

Kathy,

I have received your Indication form. I'll let you know when I receive the culvert inventory Excel sheet. Did you have any questions about the highway service agreement?

Thank You

John Pinnow

Highway Commissioner

Sawyer County Highway Department

14688W County Road B
Hayward, WI 54843
Cell 715-492-7180
john.pinnow@sawyercountygov.org
Sawyer County Final 300

From: town@townofroundlakewi.org <town@townofroundlakewi.org>

Sent: Thursday, March 21, 2024 3:22 PM

To: John Pinnow < john.pinnow@sawyercountygov.org>

Subject: RE: 6'-20' Bridge Inventory

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please confirm that you have received signed bridge information form mailed 3/15/2024. and Culvert inventory sheets completed and email to you by Road Supervisor Doug Laier today.

If anything, else is needed, please let me know.

Thank you.

Kathy McCoy Clerk - Round Lake

----Original Message----

From: "John Pinnow" < john.pinnow@sawyercountygov.org>

Sent: Tuesday, March 19, 2024 10:18am

To: "Lisa Poppe 236 City of Hayward" <<u>dpty969@centurytel.net</u>>, "pw3@centurytel.net" <pw3@centurytel.net>, "Jill Petit-020 Ojibwa" <<u>townofojibwa@yahoo.com</u>>, "Kathy McCoy-RoundLake-024" <<u>town@townofroundlakewi.org</u>>, "mmb@bevcomm.net" <<u>mmb@bevcomm.net</u>>, "Michael Schultz-VCouderay111" <<u>couderayvillage@gmail.com</u>>, "vpres@bevcomm.net" <<u>vpres@bevcomm.net</u>>

Subject: 6'-20' Bridge Inventory

Good Morning,

Friendly reminder that your bridge indication form is due back to me by April 15th. I've also attached a copy of the inventory spreadsheet to fill out if you choose to use your own staff. Feel free to reach out if you have any questions.

Thank You

John Pinnow

Highway Commissioner

Sawyer County Highway Department

Kathy McCoy, Clerk Town of Round Lake 10625N County Rd A Hayward WI 54843

Eric Kaira 32150 Whiting Rd Bayfield, WI 54814

March 26th, 2024

RE: Chequamegon 100 mountain bike race on June 22, 2024

Greetings, Ms. McCoy:

The Chequamegon Mountain Bike Association is planning to hold a mountain bike race on June 22 that will use portions of a few town roads. In the past, we have requested permission from the town by submitting a letter with relevant information, but please let me know if there is a formal application process that you would like us to go through.

I enclose the following documents concerning the Chequamegon 100 mountain bike race:

- Chequamegon 100 Event Application Supplement provided to Sawyer County and Bayfield County;
- Waiver for Participants;
- Map showing the race route, highlighted in yellow w/ directional arrows; and
- Insurance certificate.

As noted in the enclosed materials, the affected towns roads include portions of Pit Road and Phipps Fire Lane. The long race uses roughly 3.5 miles of Phipps Fire Lane, and crosses Pit Road twice. This is a relatively small event, unlikely to attract more than 200 participants.

Please let me know if you have any questions or concerns. Thank you.

Sincerely,

Eric Kaira 952-457-8381



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the notice/les) must have ADDITIONAL INSURED provisions or be endorsed

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	Town of Round Lake										
	10625N County Road A				AUTHORIZED DEDDECCHTATUC						

Hayward, WI 54843

AUTHORIZED REPRESENTATIVE

CHEQUAMEGON 100 A CAMBA EVENT

This marks the third year that Chequamegon Area Mountain Bike Association (CAMBA) has been the owner of the Chequamegon 100 endurance race. This year's race is planned for Saturday, June 22, 2024.

The Chequamegon 100 is a self supported endurance race using CAMBA trails, some short sections of the American Birkebeiner Ski Trail, portions of a few gravel roads, and a couple short sections of snowmobile trail.

The start and finish will be at the Hwy OO Trailhead, the same as last year. Riders will be required to follow all traffic laws and yield to motor traffic at road crossings. Course markings will be installed one week prior to the event and removed within one week after the event.

The event is being managed by CAMBA's new Events Team. Ken Raiche is the Race Director. Jerry Wright is the Chief of Course. This marks Ken and Jerry's third years in those same roles for both this event and the Seeley Big Fat race.

Individual racers will have four distances to choose from again: roughly 100 miles, 65 miles, 30 miles, or 15 miles. The longer routes will have some minor modifications from last year to incorporate some new trail sections. The 100 mile race will turn around at H21 instead of Hatchery Park in order to avoid conflict with the CAMBA Women's Clinic.

NEW THIS YEAR: we will have a team option for the 100 mile race. Teams can divide the route among 2, 3 or 4 riders, with the exchange points being at CAMBA intersection C8 on Spider Lake Fire Lane, the Namekagon Town Hall, and the OO Trailhead. Portable toilets will be provided at the exchange points.

A proposed map of the 100 mile route is attached. The 65 mile route follows the 100 mile route to the Namekagon Town Hall and back to the finish at Hwy OO. The 100 mile route continues south of Hwy OO to Hatchery Park and back. The 30 mile route follows the 100 mile route for 20 miles, then returns to the OO Trailhead on the last 15 miles of the 65 mile route. The 15 mile route follows the 100 mile route for 8 miles, then

takes a woods road for a mile to the former site of the Seeley Fire Tower where it joins the 65 mile route for the final 6 miles back to Hwy OO.

Registration for the event is on-line only. A link to it can be found on the CAMBA website at https://cambatrails.org/events/chequamegon-100/. We are capping the number of participants at 150 for each distance, but expect to have between 200 and 300 participants total this year. Race fees range from \$25 for early CAMBA student registrations for the 15 mile race to \$100 for registering for the team race.

CAMBA is a 501(c)(3) organization that maintains a network of purpose built mountain bike trails in Sawyer County, Bayfield County, and the Chequamegon National Forest. This trail system is a significant asset for the area and draws visitors from all around the nation. All proceeds from the event will support CAMBA's trail maintenance program.

Waiver

The Chequamegon Area Mountain Bike Association is covered by general liability, but does not have or provide medical coverage for participant injuries incurred in the normal course of the activity or event. It is advised and recommended that all participants make arrangements for their own medical coverage.

Participant Waiver of Claim and Indemnity Agreement

I agree to indemnify and hold harmless the Chequamegon Area Mountain Bike Association, their officers, agents, directors, volunteers, and employees from and against any and all liabilities for any injury which may be suffered by the above participant arising out of or in any way connected with their participation in the CAMBA Chequamegon 100.

I further acknowledge and accept the following requirements of participation in this event:

- I am responsible for myself and the consequences of my actions.
- I agree that I am responsible for any medical bills I might incur as a result of participating in this event.
- I acknowledge that the roads and trails used for this event are open to the public. I agree to be respectful of other trail users and I will follow all traffic rules.
- I understand that this is a self supported race. I must carry all of my own food and water.
- I understand that mountain biking is an inherently dangerous activity, and I hereby assume such inherent risks.

- Wisconsin law requires me:
 - To act within the limits of my ability;
 - To heed all warnings regarding participation in this event;
 - To maintain control of my person and equipment at all times while participating in this event;
 - And to refrain from acting in any manner that may cause or contribute to the death or injury to myself or any other persons while participating in this event.

Signature:		Date:
	(participant, parent or quardian)	

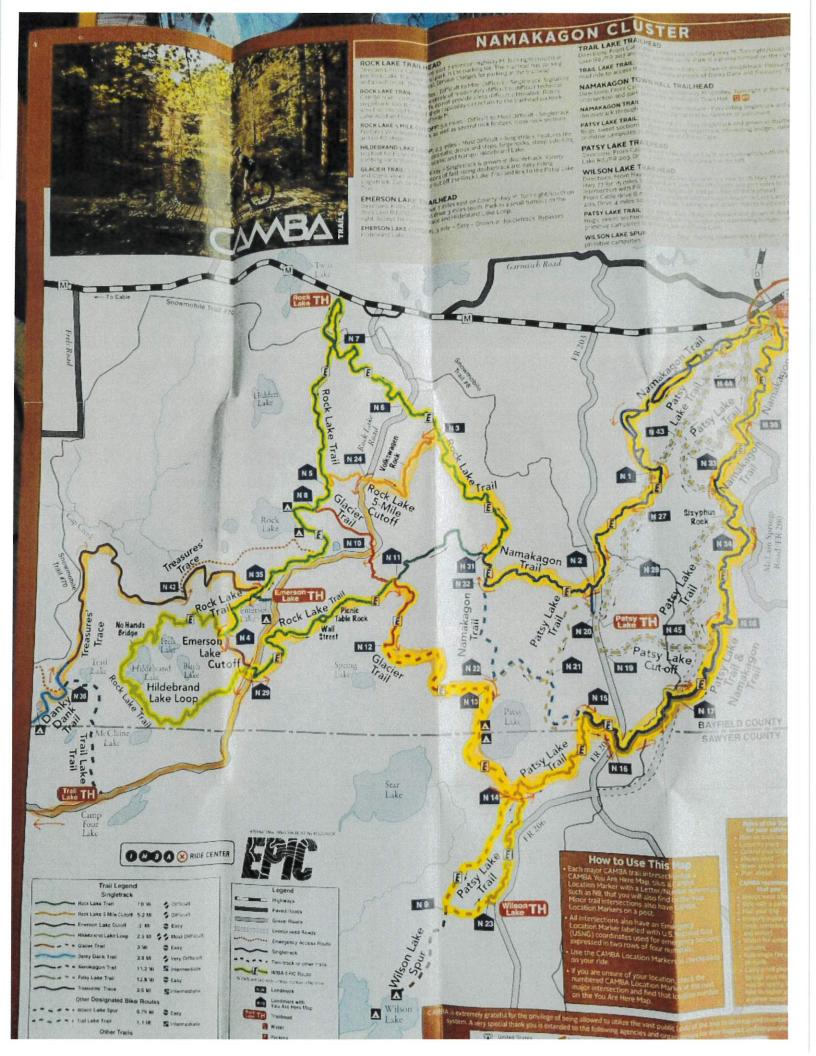
CAMBA COVID Waiver

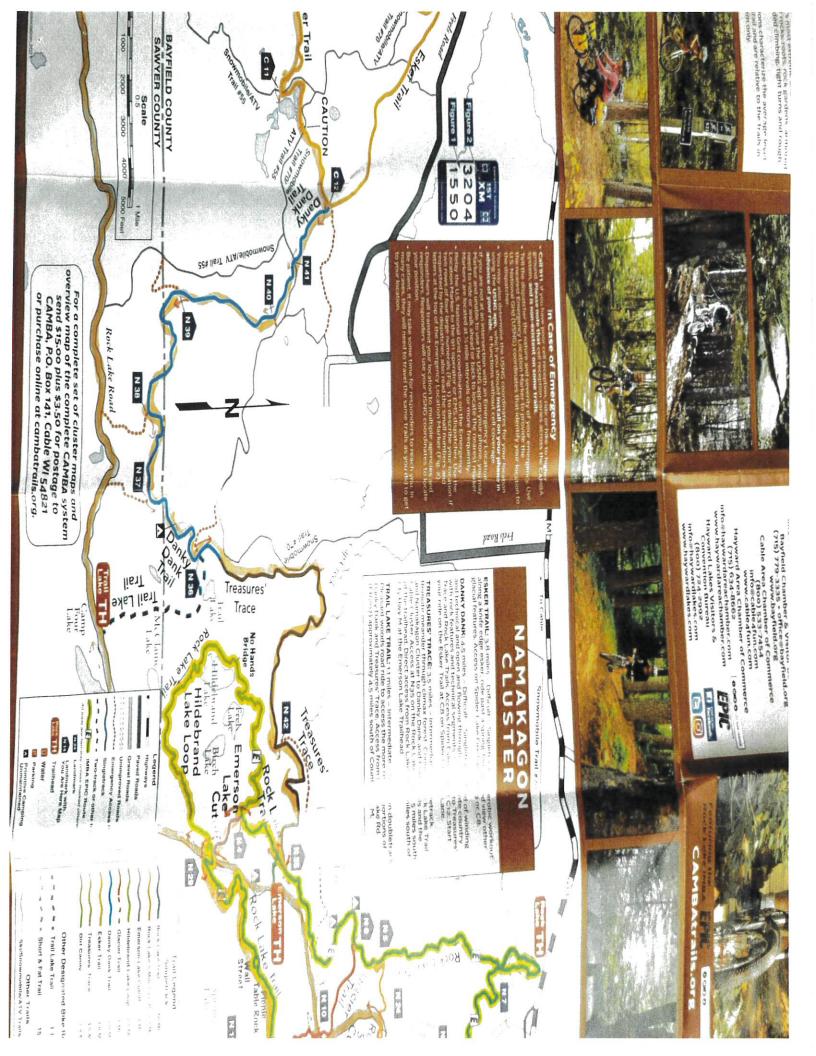
CAMBA has put in place preventative measures to reduce the spread of COVID-19; however, CAMBA cannot guarantee that you will not become infected with COVID-19. Attending a CAMBA event could increase your risk of contracting COVID-19.

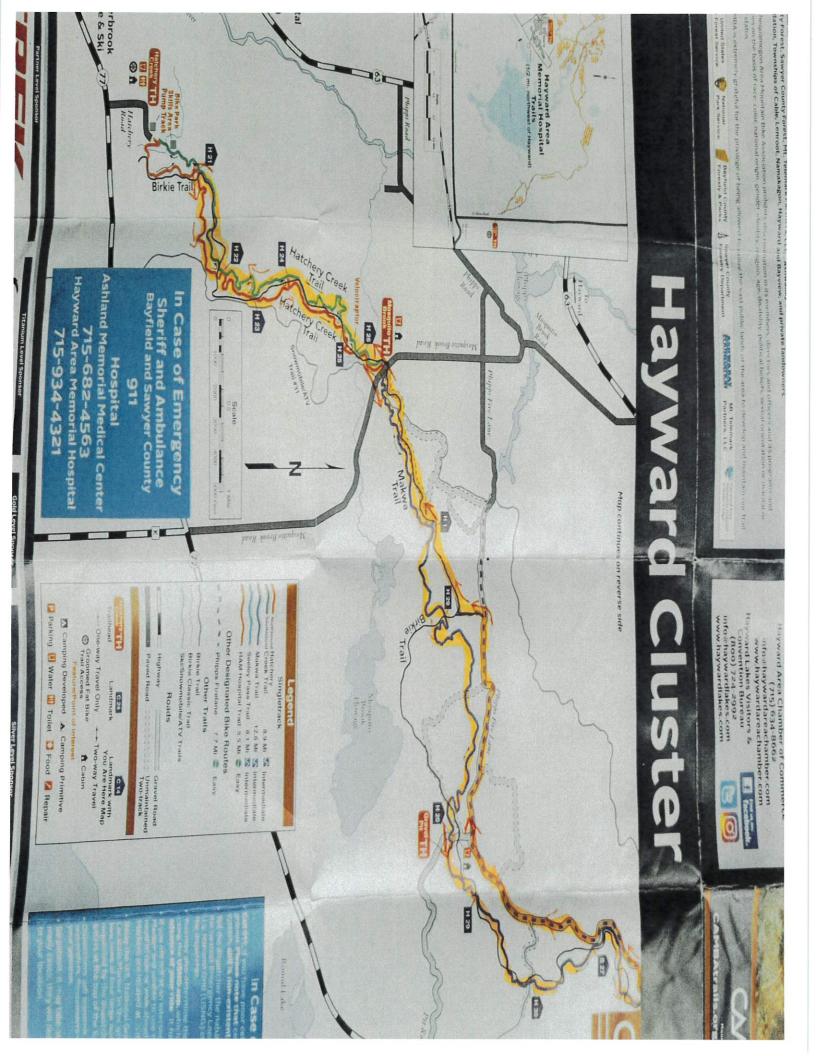
If you or anyone in your family unit are not feeling well or showing any symptoms of COVID-19 including fever within the last 48 hours, cough, shortness of breath, sore throat, loss of taste or smell, vomiting or diarrhea in the last 24 hours, or if you have been exposed with anyone with a confirmed case of COVID-19 please do not come to the event.

I am aware that my actions may affect the safety of others participating in the event. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending a CAMBA event and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at a CAMBA event may result from the actions, omissions, or negligence of others, and myself including, but not limited to, CAMBA employees, volunteers, and program participants and their families.

Signature:	Dat
e:	









MUTUAL FIRE PROTECTIVE ASSISTANCE CONTRACT

This agreement shall be known as the Sawyer County Mutual Aid Plan. Mutual Aid as applied herein means the loaning of services with accompanying equipment to a fire department, by one or more other fire departments, to meet an emergency beyond the capabilities of the fire department being aided. A Mutual Aid Plan is a prepared and organized method for providing mutual aid in an orderly fashion.

WITNESSETH:

WHEREAS, the signatory establishments desire to provide for an augmentation of the fire protection of their municipalities in the event of large conflagrations, emergency conditions caused by enemy action or other disasters, and,

WHEREAS, the communities practically continuous practicable for them to and/or other emergencies, of the signatory parties of title form an area throughout which it is deemed render assistance in fire, medical, law

WHEREAS, it is the policy of the Sawyer County Fire and Emergency Service Association, the several municipalities, counties and public agencies' governing bodies to conclude such agreements, wherever practicable, and,

WHEREAS, it is mutually deemed sound, desirable, practicable and beneficial for the parties of this agreement to render assistance among them in accordance with these terms.

NOW THEREFORE, BE IT UNDERSTOOD AND AGREED:

This Fire Protective Assistance Contract is hereby entered into by the several communities, fire districts or establishments belonging to Sawyer County Fire and Emergency Service Association, with the following provisions:

<u>ARTICLE I</u>

OPERATIONS:

Mutual aid hereunder shall only be rendered upon request and according to the procedure of this article. The senior line officer of any party to this agreement may request the assistance of any other party to this agreement whenever it is deemed advisable. The request shall be made in the manner designated by the requestee, under Article IX of this agreement and the requestor shall specify the

type of assistance required, including, if possible, the type of apparatus or equipment which would be of most use.

It shall be the duty of the fire department receiving the request to determine which apparatus and personnel shall respond.

Rendering assistance under terms of this agreement shall not be mandatory except that the requestee shall immediately inform the requestor if, for any reason assistance cannot be rendered, it being understood that the requestee shall determine whether such assistance can or cannot be dispatched.

ARTICLE I

(A) AUTO-AID FOR CONFIRMED STRUCTURE FIRES:

Any Fire Department listed as a backup fire department on the Sawyer County Dispatch ESN Map shall be paged automatically with the primary fire department by Sawyer County Dispatch for any structure fire that is confirmed by any trained emergency responder or by the dispatcher's discretion.

ARTICLE I (B)

EMR RESPONSE:

Any Emergency Medical Responder that is a member of any department belonging to the Sawyer County Fire and Emergency Service Association may respond to any ambulance call if requested by Sawyer County Sheriff's Dept. Dispatch if they meet the following criteria:

- A. EMR shall hold a current individual Wisconsin EMR License
- B. EMR shall be affiliated with a Wisconsin licensed EMR care provider
- C. EMR shall not respond emergently, but with due regard.
- D. EMR shall only respond to calls within a reasonable distance.

ARTICLE II

ELIGIBILITY:

Any Emergency Services Organization within Sawyer County organized in conformity with the laws of the State of Wisconsin, which is deemed acceptable by the majority of the members subscribing to this plan, shall be eligible to take part in the agreement. Nothing herein shall be construed as prohibiting an Emergency Services Organization from entering into other Mutual Aid Agreements with neighboring fire departments in other counties or states.

ARTICLE III

LEGAL RESPONSIBLITY FOR ACTS OF FIREFIGHTERS:

Except as noted in Article IV and V hereof, the municipality requesting mutual aid shall be legally responsible for the acts of the firefighters responding officially to a request for mutual and while they are performing duty in the aided community.

"Performing Duty" shall include any movement of any apparatus within the boundaries of the aided community.

Responding or aiding departments shall be responsible for the acts of their members en-route to or returning from the emergency in all other localities or places other than within the boundaries of the aided community.

ARTICLE IV

DAMAGES:

No signatory shall be liable to another signatory for damages, loss of equipment, injury to personnel, or payment of compensation arising as result of assistance rendered under the terms of this agreement, provided that, if the equipment or property of a signatory is damaged or destroyed by the gross negligence of another signatory, its agents or employees, then the signatory responsible for such injury shall be responsible in damages therefore, and the terms of the settlement shall be in decided by authorized representatives of the signatory parties. Provided that a requestor shall assume responsibility for providing lubrication oil, motor fuel, and welfare items for firefighters to the extent of supplies available at the time of the request, incurred by a requestee in

connection with rendering of emergency assistance. Provided further that all parties shall exercise due diligence in returning lo t equipment to the rightful owner.

ARTICLE V WORKERS'

COMPENSATION AND INSURANCE COVERAGE

If a member of a fire department is killed or injured responding to or returning from, or acting at an emergency under this mutual aid agreement, the department of which he/she is a member, or the government by which he/she is employed, shall grant him the same compensation and insurance benefits that it would if the emergency were in his own community. It is understood that when one department responds to a request for aid from another department by dispatching equipment and/or personnel under this agreement, such aid is not intended to create any employer-employee relationship between the requesting and the responding departments or :their members; rather it is understood that departments respond under this agreement in order to secure for themselves and the citizens of their respective jurisdictions that advantages of Mutual Aid under the ter.ms of this agreement.

ARTICLE VI

COMMAND

The superior line officer of the fire department, of the requestor, shall assume full charge of the operations, but, if he/she specifically requests an officer of a fire department furnishing assistance to assume command, he/she shall not, by relinquishing command, be relieved of the final responsibility for the operation. However, the apparatus, personnel and equipment of any department rendering assistance shall be under the immediate supervision of and shall be the immediate responsibility of the senior line officer of the department rendering assistance. The requestee shall have the right to withdraw from a fire /emergency

site of the requestor, if, in the sole judgement of the senior line officer of the requestee, personnel, apparatus and equipment are needed at home.

3 ARTICLE VII

STANDING OPERATING PROCEDURES

The chiefs of the fire departments of the parties to this agreement are authorized and encouraged to meet and draft the plans and standing operating procedures necessary to effectively implement this agreement. Such plans and standing operating procedures shall become effective upon ratification by the chief officers of the departments of the signatory parties.

ARTICLE VIII

FINANCE

There shall be no charge to the aided community or £ire district for use of apparatus or services of the firefighters responding in accordance with this plan. This shall not preclude payment for additional services and equipment above or beyond that stipulated in this agreement, such as special extinguishing agents, e.g., foam. This agreement shall not affect the eligibility of each signatory party for the two percent (2%) fire insurance rebate provided for under Section 101.575 of the Wisconsin Statutes (1982-82).

ARTICLE IX

EXECUTION: DEPOSITIRY AND EXCHANGE OF NECESSARY INFORMATION

The chief executive, the clerk and fire chief of each community participating in this Mutual Aid Plan shall sign one copy of this agreement. All signed copies are to be deposited with the Emergency Government Coordinator of Sawyer County. One unsigned copy of this agreement, as enacted, shall be provided to each of the signatories of this plan, and to the Secretary of Sawyer County Fire and Emergency Service Association. • Each of the signatories of this plan shall annually provide the Secretary of the Sawyer County Fire and Emergency Service Association the following information:

A. The manner in which the department is to be contacted for non-emergency purposes.

- B. A list of firefighting/emergency apparatus available for mutual aide.
- C. Any other information requested by the majority vote of the sawyer County Fire and Emergency Service Association. The Secretary of the Sawyer County Fire and Emergency Service Association shall annually compile the above information and distribute it to all of the signatories of the agreement.

ARTICLE X

COMMENCEMENT AND TERMINATION

This Mutual Aid Plan shall con	nmence as soon as tw	o or more Departments h	ave
executed it in accordance with	h its provisions. Addit	ional fire departments sha	all be
considered to be participating	g members of the plar	, as soon as such departm	ient
has executed the plan accordi	ing WITH PROVISIONS	HEREOF. This agreement	
made and entered into this	day of	_20, by and between th	1e
undersigned political subdivisi	ion of government by	its lawful representatives	•
TERMINATION OF PARTICIPAT	TON MAY BE MADE B	Y FILING NOTICE OF SUCH	
WITHDRAWAL WITH THE COU			
WITNESS WHEREOF, THE PART			
AGREEMENT AS OF THE DAY A	AND YEAR FIRST WRIT	TEN ABOVE. City Town of:	
	Village Fire Pro		
(Name of Corporation) By:		By:	_
	(Chair) (CEO) E		,
	•		
Clerk) (Secretary) By:		(Chief or Executiv	- e of
Dept/Service	, , , , , , , , , , , , , , , , , , ,		

Town of Round Lake Driveway Permit Application 10625 N County Road A. Hayward WI 54843

INSPECTION OF SITE AND TOWN APPROVAL REQUIRED BEFORE CONSTRUCTION No. $O(-20.2)$
Fee 100.00
APPLICATION FOR: X PERMANENT DRIVE OR ROAD ACCESS TEMPORARY LOGGING ACCESS
Property Owner:
Name: Jevald E Guin!
Address: 11066 W 13 Road Hayward Wi 54843 Phone: 308-215-0474
1 10.110, <u>Job A17-0477</u>
Contractor/ Logger
Name: Kyle & Guggoyev Excapatives Address: 1/201 W Wishvita Buggs Road
Address: 1/20/ Wisher Brook Road
Phone: 715-558-28-33
Property Address: 11066 w 13 Roa of
Town Road Location of Driveway/ Logging Rd. Access: South Shove Rd
(MUST BE CLEARLY MARKED WITH RIBBONS OR STAKES)
Type of Construction and Materials:
Britrance Width- 24 Foot Minimum required.
 Road Gravel required on town right-a-way – 33 feet from center line.
If culvert is required – must be inch double wait plastic with 6 inches minimum fill covering. Driveway access must be lower than adopt of Thing Bond hock to a dictance of 24 forth. The culvert is required – must be lower than adopt of Thing Bond hock to a dictance of 24 forth. The culvert is required – must be lower than adopt of Thing Bond hock to a dictance of 24 forth. The culvert is required – must be lower than adopt of Thing Bond hock to a dictance of 24 forth.
 Driveway access must be lower than edge of Town Road back to a distance of 24 feet. Driveways should have a minimum width clearance of 20 feet and height clearance of 16 feet to allow for
emergency validle access.
Proposed Driveway: (Show dimensions and cross-sections of driveway. Indicate the location of adjoining buildings, property lines, driveways, and roads within 300 feet of proposeli driveway.)
11104/50)
41/184, 1
1229
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Construction Beginning and Ending Dates: $\frac{G}{VVV} \frac{13-2024}{13-2024} - \frac{1}{2024}$
Construction beginning and Banding Dates: $(4)V_1/(5) \times (0)(4)$
NOTE: Permit is valid for nine (9) months from date of issuance. If driveway is not completed within required time frame permit is void and a new permit will be required.
Type of Action;
Temporary access must be removed by:
Culvert Required (See Above)
Safety Factors Considered: Visibility OK
Location OK
Signage Required
Passanoble Poster or Applicant Clause
Reasonable Party or Applicant Signature: Level & all Signature: Leve
- The same of the
Town Official/Inspector: Doug Lio Approval Date: 3-/5-24
The state of the s

(5) Public Hearing, Final Review, and Final Decision by the Town Board.

- (a) Notice and Hearing. Once the application is complete and any report by a retained expert has been received, the Town Clerk shall place the application on the agenda for the next regular meeting of the Town Board occurring at least 15 days thereafter. If a special meeting is warranted, the applicant shall pay the additional fees incurred for the special meeting. At the Town Board meeting, the Town Board shall set a date for a public hearing to occur within 45 days and the Town Clerk shall give public notice of that public hearing at least 15 days prior to the date scheduled for the hearing, with the notice mailed to all adjoining landowners. At the public hearing, the Town Board shall take public comment on the proposed license. Public comments may be restricted to three minutes if, in the judgment of hearing officer, such a restriction is necessary to maximize public participation, but every person who wishes to comment shall have the opportunity to do so, either by submitting verbal or written comments.
- (b) Final Review by Town Board. After the public hearing, the Town Board shall review the retained expert's report as well as the public comments made at the public hearing and then shall prepare a "Town Board Memorandum", which shall include the following:
 - I. A written response to all public comments received during the public hearing.
 - II. A written explanation of how the proposed mining operation is, or is not, consistent with the purposes of this Ordinance, which include: protecting public health and safety, preserving the scenic beauty of the Town's landscapes and environment, preserving the rural character of the town, protecting the public from damage to both the quantity and quality of ground and surface waters, minimizing or preventing adverse impacts from on-site and off-site operations, and promoting the general welfare of the people and communities within the Town of Round Lake.
- Town Board Decision. Following the public hearing and the preparation of the Town Board Memorandum, the Town Board shall set a date for the meeting at which time they shall make a final decision on the operator's license. If a special meeting is warranted, the applicant shall pay the additional fees incurred for the special meeting. The Town Board shall grant the license if it determines that the operation of the mine will be consistent with the minimum standards and the purposes of this Ordinance. If the Town Board denies the license, the applicant may request a hearing under the provisions of Section 11(3). The Town Board's final decision, which shall include a written statement on the reasoning for its decision, and the Town Board