



Vilas County Board of Supervisors

330 Court Street • Eagle River, WI 54521
715-479-3600 • Fax: 715-479-3605 • www.co.vilas.wi.us

Vilas County Board
of Supervisors

Ronald De Bruyne
Chairman

Mark M. Rogacki
Vice-Chairman

Steven Doyen
2nd Vice-Chairman

Kenneth Anderson

Alden Bauman

Wallace Beversdorf

Mary Kim Black

Edward Bluthardt, Jr

Gerald Burkett

Rocco Caffarella

Charles Hayes

Paul Hennes

Arthur Kunde

Walter Maciag

William Otterpohl

Charles Rayala, Jr.

Carolyn Ritter

Kim Simac

Erwin Teichmiller

Vernon Wiggerhauser

Racquel Zortman-Bell

REGULAR EVENING MEETING OF THE VILAS COUNTY BOARD OF SUPERVISORS, 6:30 P.M., TUESDAY, JULY 22, 2014, ARBOR VITAE TOWN HALL, 10675 BIG ARBOR VITAE DRIVE, ARBOR VITAE, WISCONSIN

Public meeting notice requirements were fulfilled by posting a notice of this meeting on bulletin boards located in the Vilas County Courthouse, Olson Memorial Library and Eagle River City Hall. Notice of this meeting was posted to the Vilas County Government website. All media outlets and members of the public requesting notification of this meeting were notified on July 14, 2014 more than twenty-four hours prior to the meeting. **The Chair requests that all cell phones and pagers be silenced for the duration of the meeting.**

1st Amended AGENDA

1. Call to Order – Affirmation of Public Meeting Notice
2. Pledge of Allegiance
3. Roll call
4. Approval of the agenda to be discussed in any order at the Chair's discretion
5. Approval of the minutes of the May 27, 2014 meeting and the July 7, 2014 County Board forum
6. Omit public reading of all resolutions and ordinances unless requested
7. Resolutions and ordinances tabled or postponed to a day certain – None
8. State of the Court – presentation by Hon. Judge Neal Nielsen III
9. Chairman's report
10. Committee reports
11. Introduce and act upon all posted resolutions and ordinances

2014-32 Amendment of Standing Rules for Vilas County

2014-33 Amending the 2006 – 2020 Vilas County Forest Comprehensive Land Use Plan (Chapter 730 Motorized Trails)

2014-34 Vilas County Real Estate Sales/Trades

2014-35 Authorization to Participate in WDNR County Fish & Game Aids

2014-36 Authorization to Enter into Twelve (12) Month Contract for LP Fuel

2014-37 Approve Contract To Acquire Countywide. 6 Inch, 4 Band Color, Digital Orthophotography and Digital Building Footprint Data

2014-38 Budget Amendment – Commission on Aging

2014-39 Town of St. Germain Zoning Ordinance Changes – Dead End Streets and Cul de Sacs

Ord. Amend. 2014-05A Amendment #85-241: Pickerel Lake Rezone

12. Resolutions and ordinances received after the 10 day deadline, but received in time to properly post to the public – None

13. Chair's Appointments

- Land & Water Conservation Committee – County Board Lake District Representatives – 2 year term – to replace Walt Maciag
 - Lost lake District – Paul Hennes
- Public Health Board – 2 year term
 - Phillip Epping, PhD – citizen member
 - Laura K. Magstadt, BSN, MSN – citizen member
 - Katie Hom, DVM – citizen member
 - Michael Schaars, MD – Medical Director/citizen member
 - Deborah Karow, RN – alternate citizen member

14. Letters and Communications

15. Next meeting date – Tuesday, August 26 at 9:00 A.M.

16. Authorize payment of mileage and per diem for this meeting

17. Adjournment

Please note: If you have any special needs, or require special accommodations, please call 715-479-3600 or write to: Vilas County Board of Supervisors, 330 Court Street, Eagle River, WI 54521 or email the Vilas County Clerk at: daalle@co.vilas.wi.us

This regular evening of the Vilas County Board of Supervisors was held in the Vilas County Courthouse conference rooms, 330 Court Street, Eagle River, WI,

CALL TO ORDER

Vilas County Board Chairman Ronald De Bruyne called the assembly to order at 6:30 P.M. and instructed the Clerk to read aloud and insert into the minutes the following notification: Public meeting notice requirements were fulfilled by posting a notice of this meeting on bulletin boards located in the Vilas County Courthouse, Olson Memorial Library and Eagle River City Hall. Notice of this meeting was posted to the Vilas County Government website. All media outlets and members of the public requesting notification of this meeting were notified on May 16, 2014, more than twenty-four hours prior to the meeting. The Clerk requested that all present silence their cell phones and pagers for the duration of the meeting.

PLEDGE OF ALLEGIANCE

The Chairman asked all in attendance to stand for the Pledge of Allegiance.

ROLL CALL

Roll call found the following members in attendance: Ken Anderson, Mary Kim Black, Edward Bluthardt, Jr., Gerald Burkett, Rocco Caffarella, Ronald De Bruyne, Steven Doyen, Charles Hayes, Arthur Kunde, Walt Maciag, William Otterpohl, Charles Rayala, Jr., Carolyn Ritter, Mark Rogacki, Erv Teichmiller, Kim Simac and Vernon Wiggenhauser. Alden Bauman, Wallace Beversdorf and Racquel Zortman-Bell were excused. The Clerk reported 17 Supervisors in attendance, constituting a quorum of the County Board.

APPOINTMENT BY THE CHAIR TO THE COUNTY BOARD OF SUPERVISORS OF AN INDIVIDUAL TO FILL THE VACANCY IN DISTRICT #18, FOR THE REMAINDER OF THE 2014-2016 TERM OF OFFICE

Chairman De Bruyne reported that County Board leadership interviewed three respondents to the advertised vacancy in the 18th District, each of whom resides in said district. The Chair introduced Paul Hennes as his choice to fill the vacancy and asked the Board to ratify his appointment. Motion by C. Rayala, seconded by M. Rogacki to approve the Chair's appointment of Paul Hennes to the Vilas County Board of Supervisors, to fill the vacancy in the 18th District until the completion of the 2014-2016 term of office. All voted aye. Carried. The County Clerk administered the Oath of Office to Mr. Hennes, who subsequently took his place in the 18th District seat at the Board table. 18 Supervisors were now in attendance.

APPROVAL OF THE AGENDA TO BE DISCUSSED IN ANY ORDER AT THE CHAIR'S DISCRETION

Motion by S. Doyen, seconded by C. Ritter to approve the agenda, with the order of discussion to be at the Chair's discretion. All voted aye. Carried.

APPROVAL OF THE MINUTES OF THE APRIL 15, 2014 MEETING

Motion by C. Rayala, seconded by M. Black to approve the minutes of the April 15, 2014 organizational meeting. All voted aye. Carried.

OMIT PUBLIC READING OF ALL RESOLUTIONS AND ORDINANCES UNLESS REQUESTED

Motion by S. Doyen seconded by C. Ritter to omit the reading of all resolutions and ordinances by the Clerk, unless requested from the floor. All voted aye. Carried.

RESOLUTIONS TABLED OR POSTPONED TO A DAY CERTAIN – None

RESOLUTIONS AND ORDINANCES RECEIVED AFTER THE 10 DAY DEADLINE, BUT RECEIVED IN TIME TO PROPERLY POST TO THE PUBLIC – None

CHAIRMAN’S REPORT

Chairman R. De Bruyne began his report by thanking all Vilas County employees in all departments, for their efforts in serving the public during this past record cold and snowy winter. He also reported that most committees had met in May and had elected Chairs and Vice-Chairs. 2nd Vice-Chairman S. Doyen also commented on the committee membership selection process.

COMMITTEE REPORTS

Finance & Budget Committee: M. Rogacki reported that this committee would develop a more straightforward budgeting process, to be implemented this year. He welcomes input from Supervisors and Department Heads in regards to the budgeting process. He also commented on his recent visits to all County departments.

Legislative & Judicial Committee: M. Rogacki reported that this committee would focus on legislative issues involving County government. The committee will work closely with the WCA and area legislators. He asked the other committees to refer any issues regarding state rule making authority, statutory requirements and pending legislation directly to this committee.

Forestry, Recreation & Lands Committee: S. Doyen reported the acceptance of timber sale contracts valued in excess of \$400,000.

Economic Development Committee: C. Hayes reported that the committee met jointly with the Vilas County Economic Development Corporation.

Extension, Education & Community Development Committee: C. Hayes reported that four members of this committee also served on the Economic Development Committee. Both committees will begin to meet concurrently on the same dates.

Personnel Committee: C. Hayes reported that 52 individuals applied for the vacant Human Resources position. Members of the committee are working on narrowing that field prior to beginning the interview process. E. Bluthardt reported that the committee continued to be very busy with HR issues. He announced the pending retirement of the County Forester.

Highway Committee: C. Rayala reported that the committee was supporting efforts by the WCA and the WCHA to standardize statewide maintenance practices. He also urged county voters to support an upcoming referendum, which if successful would “lock box” transportation funds from being spent by the state for non-transportation purposes.

Public Health Board: E. Teichmiller cautioned that with the advent of summer heat, blue-green algae would become a concern on some area lakes. Two cases of tuberculosis have been identified in the county.

Social Services Committee: E. Teichmiller reported on how state sponsored Family Care will affect the Vilas County Social Services Department.

Human Services Board: E. Teichmiller reported on how the board’s finances may be affected by Family Care. The Human Services Board Executive Director recently resigned. A replacement director is being sought.

Commission on Aging: M. Black reported that the Commission is working with Florence and Forest counties to develop regional transportation options for seniors.

Land & Water Conservation Committee: A. Kunde reported the appointment of committee members to serve as area lake district representatives. He attended the Tamarack Lake District meeting over the Memorial Day weekend.

Zoning Committee: K. Anderson reported that Vilas County and the Zoning Department recently won a court case regarding a property located in Manitowish Waters.

Law Enforcement Committee: G. Burkett reported the induction of Deputy Greg Fulton into the Wisconsin National Guard Hall of Heroes. He also reported that Chief Deputy Mark Collins completed the Vilas Visions Leadership program. Sheriff Fath was selected to serve on the state Law Enforcement Curriculum Board.

UW EXTENSION ANNUAL REPORT – PRESENTATION BY NANCY MILLER

This power point presentation began at 7:16 P.M. Nancy Miller led an overview of UW Extension services provided to the public in 2013. The presentation concluded at 7:34 P.M.

ALL RESOLUTIONS AND ORDINANCES, IN THEIR ENTIRETY, ARE ON FILE IN THE COUNTY CLERK'S OFFICE.

Resolutions and Ordinances are posted in the order in which they were acted upon.

RESOLUTION 2014 - 28

Re: Approving a Memorandum of Agreement with the Wisconsin Department of Natural Resources to Participate in the Knowles-Nelson Stewardship Land Acquisition Grant Program

WHEREAS, Vilas County has lands enrolled as County Forest pursuant to §28.11, Wis. Stats.; and

WHEREAS, the Vilas County Board of Supervisors on the 20th day of March, 2007 adopted Resolution No. 2007-28 approving the Vilas County Forest Comprehensive Land Use Plan for a period of 15 years; and

WHEREAS, the County Board has the authority to acquire properties for the purpose of establishing County Forest land pursuant to §28.10, Wis. Stats. and as outlined in Chapter 400 of the Vilas County Forest Comprehensive Land Use Plan; and

WHEREAS, acquisition of said properties would perpetually provide forest products to our local economy, revenues to the County, outdoor recreation opportunities to the public, and improve property administration of the County Forest; and

WHEREAS, Vilas County is eligible to participate in and make application to the Knowles-Nelson Stewardship Land Acquisition Grant program for land acquisition consistent with said Plan; and

WHEREAS, grant funding may provide funding up to 50% of the acquisition price; and

WHEREAS, participation in the grant program requires a county to enter into a Memorandum of Agreement (MOA) with the Department of Natural Resources (as required by §NR 51.963 Wis. Adm. Code) to define the criteria for participating in the grant program; and

WHEREAS, the Vilas County Board of Supervisors on the 28th day of May, 2013 approved a Memorandum of Agreement to participate with the Wisconsin Department of Natural Resources in the Knowles-Nelson Stewardship Land Acquisition Grant Program; and

WHEREAS, the attached update to the May 28, 2013 MOA addresses changes to internal state funding, Ranking Team members, application deadlines, project ranking criteria, ranking threshold for projects, and the term of the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Vilas County Board of Supervisors in session this 27th day of May, 2014 that the attached MOA with the Department of Natural Resources is approved.

BE IT FURTHER RESOLVED that any potential County Forest land acquisitions eligible for Knowles-Nelson Land Acquisition Stewardship grant funding will be brought before the Vilas County Board for approval prior to making application.

BE IT FURTHER RESOLVED that the Forestry, Recreation & Land Committee is directed to forward this signed MOA to the Department of Natural Resources.

BE IT FURTHER RESOLVED that the Vilas County Board of Supervisors grants the authority to sign amendments to this MOA to the County Board Chair, Forestry Committee Chair, and County Forest Administrator.

BE IT FURTHER RESOLVED that Vilas County recognizes and acknowledges that if financial assistance is made available by the Department of Natural Resources, and the County accepts the financial assistance, the County will comply with state rules for the program and

meet the financial obligations under the grant.

BE IT FURTHER RESOLVED that the County Board will be notified if grant funding becomes available and will thereafter consider authorization for the acquisition.

SUBMITTED BY: Forestry, Recreation & Land Committee

s/ Steven Doyen, Chair

s/ Kenneth Anderson

s/ Rocco Caffarella

s/ Arthur Kunde

s/ William Otterpohl

Motion by K. Anderson, seconded by W. Otterpohl to adopt. Discussion. All voted aye. Carried.

RESOLUTION 2014 - 29

Re: Proclaiming June 15, 2014 as World Elder Abuse Awareness Day in Vilas County

WHEREAS, the issue of elder abuse and neglect affects isolated and vulnerable older persons of Vilas County; and

WHEREAS, older persons in our communities have the right to be protected under the law from all types of abuse including financial, physical, psychological, sexual, neglect, and self-neglect; and

WHEREAS, the issue of elder abuse prevention requires continual community awareness and education; and

WHEREAS, the Vilas County Social Services Department investigates reports of elder abuse and neglect in the community; and

WHEREAS, the Vilas County District Attorney's Office investigates and prosecutes cases of elder abuse and assists with restitution and other claims; and

WHEREAS, the Vilas County Sheriff's Office and local law enforcement agencies provide safety for victims, investigate allegations, and arrest alleged offenders of elder abuse and neglect; and

WHEREAS, the Vilas County Lead Elder Abuse Agency works to increase public awareness on prevention of elder abuse; and

WHEREAS, all citizens should be aware and educated about elder abuse prevention, and all members of the community, especially the most vulnerable citizens, should be able to live safe and secure lives without fear, neglect, pain or exploitation; and

WHEREAS, elder abuse should not be ignored nor endured.

NOW, THEREFORE BE IT RESOLVED by the Vilas County Board of Supervisors in session this 27th day of May, 2014 that June 15, 2014 be proclaimed as World Elder Abuse Awareness Day in Vilas County.

SUBMITTED BY: Social Services Board

Alden Bauman, Chair

s/ Mark Rogacki

s/ Kim Simac

s/ Erv Teichmiller

s/ Vernon Wiggenhauser

Motion by E. Teichmiller, seconded by G. Burkett to adopt. Discussion. All voted aye. Carried.

RESOLUTION 2014-30

Budget Transfer from the General Fund to the Solid Waste and Recycling Budget

A 2/3 majority vote of approval is required for adoption

Resolution 2014-30 was removed by the Clerk from being considered by the Board, due to a negative vote of approval at the committee level.

RESOLUTION 2014 - 31

Re: Budget Amendment – Board of Health

WHEREAS, the Wisconsin Department of Health has been authorized to make grants available to Vilas County Public Health Department; and

WHEREAS, the Wisconsin Department of Health has increased funding to the Vilas County Public Health Department for programs and services; and

WHEREAS, the Vilas County Public Health Board recommends that the 2014 budget be amended to allow for the increased revenue and to authorize a corresponding increase in expenditures as shown below:

Revenue or Expense	Line Item Number	Description	Amount
Revenue	100.28.43656	WIC Grant	\$6,666.00
Expense	100.28.54100.0703	WIC Grant	\$6,666.00
Revenue	100.28.47265	Tobacco	\$1,500.00
Expense	100.28.54100.0891	Tobacco	\$1,500.00

NOW, THEREFORE, BE IT RESOLVED by the Vilas County Board of Supervisors in session this 27th day of May, 2014 that the 2014 budget is amended by the amount of the funds to be received, and the Finance Director is instructed to record such information in the official books of the County for the year ending December 31, 2014.

BE IT FURTHER RESOLVED that the County Clerk is instructed to publish a Class 1 notice within 10 days of these amendments informing the public of these particular changes.

SUBMITTED BY: Public Health Board

s/ Erv Teichmiller, Chair

s/ Wally Beversdorf

s/ Walt Maciag

Racquel Zortman-Bell

Motion by E. Teichmiller, seconded by C. Ritter to adopt. Discussion. All voted aye. Carried.

CHAIR'S APPOINTMENTS

- Local Emergency Planning Committee (L.E.P.C.)
 - Jerry Burkett, Cindy Burzinski, Mark Dascalos, Steve Doyen, Gina Egan, Jim Galloway, Kristen Hansen, Kevin Krueger, Tom Numrich, Jamie Remme, Dale Soltow and Pat Weber

Motion by M. Rogacki, seconded by S. Doyen to accept the Chair's appointment of the individuals listed above to the Local Emergency Planning Committee. All voted aye. Carried.

- Land & Water Conservation Committee – County Board Lake District Representatives – 2 Year Term
 - Alma-Moon Lake District – Kim Simac
 - Big St. Germain Lake District – Carolyn Ritter
 - Little Arbor Vitae Lake District – Erv Teichmiller
 - Little St. Germain Lake District – Mary Kim Black
 - Little Tamarack Flowage Lake District – Art Kunde

- Long Lake District – Wally Beversdorf
- Lost Lake District – Walt Maciag
- Spectacle Lake District – Steve Doyen
- Stella Lake District – Kim Simac

Motion by E. Teichmiller, seconded by M. Black to accept the Chair's appointment of the individuals listed above as County Board Lake District representatives. All voted aye. Carried.

ACCEPT DEPARTMENT REPORTS

- Register of Deeds
- UW Extension

Motion by E. Bluthardt, seconded by W. Otterpohl to accept both department reports. All voted aye. Carried.

LETTERS AND COMMUNICATIONS

Nothing presented.

NEXT MEETING DATE

The next County Board meeting is scheduled for 9:00 A.M, Tuesday, June 24, 2014 in the County Board conference rooms.

PAY MILEAGE AND PER DIEM

Motion by C. Hayes, seconded by G. Burkett pay mileage and per diem for this meeting. All voted aye. Carried. Contact the County Clerk's office for mileage and per diem payment information.

ADJOURNMENT

The Chair adjourned the meeting at 7:57 P.M.

Prepared and submitted by:

David R. Alleman, Vilas County Clerk

Minutes reflect the recorder's notations and are subject to future revision and approval by the Vilas County Board.

This forum, conducted by the Vilas County Board of Supervisors, was held in the Vilas County Courthouse conference rooms, 330 Court Street, Eagle River, WI. No business was transacted nor was any action taken by the board.

PURPOSE

The purpose of this County Board forum was to communicate with Cindy Polzin, the governor's Senior Director of Legislative and Local Affairs, in regards to matters of mutual interest between Vilas County and the State of Wisconsin. Mileage and per diem payments were authorized for County Board members attending this forum.

PUBLIC MEETING NOTICE

Public meeting notice requirements were fulfilled by posting a notice of this forum on bulletin boards located in the Vilas County Courthouse, Olson Memorial Library and Eagle River City Hall. Notice of this forum was posted to the Vilas County Government website. All media outlets and members of the public requesting notification of this forum were notified on June 30, 2014, more than twenty-four hours prior to the forum.

OPENING OF THE FORUM

County Board Chairman Ronald De Bruyne opened the forum at 9:35 A.M. and introduced Ms. Polzin. The following 14 board members attended and introduced themselves:

Ken Anderson, Mary Kim Black, Edward Bluthardt, Jr., Rocco Caffarella, Charles Hayes, Paul Hennes, Arthur Kunde, William Otterpohl, Charles Rayala, Jr., Carolyn Ritter, Mark Rogacki, Erv Teichmiller, Vernon Wiggenhauser and Racquel Zortman-Bell. The County Clerk, several Department Heads and members of the public were also present.

DISCUSSION POINTS

C. Polzin opened the discussion by explaining her duties and her reasons for requesting this forum. She is visiting thirteen northern counties, focusing on economic development and workforce development needs of the counties. She reports directly to Governor Scott Walker and state legislative leadership. Ms. Polzin responded and engaged in substantive discussion with many of the individuals as they presented their concerns, as highlighted below.

C. Hayes: He presented the need for countywide broadband services. The county needs enhanced rail transit resources to assist the local logging industry in obtaining competitive hauling rates.

E. Bluthardt: He also spoke in regards to needed rail transit improvements.

C. Rayala: He presented local and regional road maintenance funding needs. Spoke of the need to enhance rail transit opportunities. He also spoke regarding the need for countywide broadband. He pointed out that many state regulations were stifling local businesses.

K. Anderson: He presented local timber industry needs and concerns. He presented the fact that federal forest land timber harvests are well below sustainable levels. He also expressed concern about recent paper mill shutdowns. He also discussed state and federal land accessibility problems. He urged state funding of local technical colleges.

E. Teichmiller: He thanked the governor for the increased funding for mental health services. He expressed the need for more mental health funding, describing current funding levels as "flat lined". He discussed ADRC issues and the need for services for elderly persons suffering from dementia. He urged the establishment of Family Care services in this area. He expressed the need for the governor to accept Medicaid dollars, stating that up to 1500 low-income county residents remain without affordable health insurance coverage.

C. Ritter: She also expressed the need for full state funding of local technical colleges. She feels that the Badger Care program needs reimplementation to provide for low-income health care.

K. Anderson: He urged the state to consider allowing counties the option of raising county sales tax rates within certain limits.

C. Rayala: He feels that state operated mental health facilities are charging exorbitant rates back to the counties.

R. Caffarella: He commended the DOT on the Highway 51 corridor project. He asked the state to review the prevailing wage law as it affects local units of government. He also presented the need for countywide broadband service.

C. Hayes: He spoke in regards to local economic development and Vilas County Economic Development Corporation issues. He stated that each entity needs help with their efforts to retain and expand local businesses and to establish new businesses.

P. Hennes: He presented local lake conservation and AIS funding issues.

Joe Fath: He presented the need for increased County-Tribal Law Enforcement Grant funding. He also spoke about funding needs regarding drug related crime enforcement issues.

K. Anderson: He stated that the county jail has excess capacity. He invited the state to house prisoners in Vilas County.

Bob Egan: He presented the need for countywide broadband and wireless communication infrastructure improvements. The lack of broadband adversely affects business development and tourism efforts. Local schoolchildren need broadband available in their homes. The Code Red warning system relies on good wireless phone coverage.

Carolyn Scholl: She spoke in regards to invasive species issues confronting the county. She spoke about the adverse cumulative affects to lake health and water quality, due to reduced state funding of local conservation efforts. Current state funding focuses more on agricultural counties; the state needs to focus more on lake conservation programs.

Cindy Burzinski: She spoke about the impact of tourism spending as regards the health of local businesses. She urged state and county leaders to provide increased funding for tourism marketing programs.

Nancy Miller: She presented the success of local UW Extension and 4-H programs. She reiterated the need for countywide broadband.

M. Rogacki: He expressed the need for state funding for local economic development programs.

R. De Bruyne: He commended Vilas County Department Heads and staff members for their dedicated service and their interest in county issues.

CLOSING OF THE FORUM

Cindy Polzin thanked the assembly for their comments and discussion points. She revealed that she had taken five pages of notes and that state staff members would be contacting the county in reply to many of issues discussed.

The County Board forum concluded at 11:12 A.M

Prepared and submitted by:

David R. Alleman, Vilas County Clerk

Minutes reflect the recorder's notations and are subject to future revision and approval by the Vilas County Board.

ORDINANCE 2014-05A

1 **RE: Amendment #85-241: Pickerel Lake Rezone**
2

3 **WHEREAS**, from time to time it is necessary to update the Vilas County Zoning Ordinance and
4 maps in order to reflect changes which are deemed appropriate to ensure the public health, safety and
5 welfare; and

6 **WHEREAS**, a petition was submitted by Robert Brownell, agent for the Pickerel Lake
7 Preservation Association and received in the Vilas County Zoning Office on February 28, 2014, to amend
8 the official Vilas County Zoning District Map as follows: All properties lying adjacent to Pickerel Lake
9 in Sections 4, 5, and 8, Town 40 North, Range 9 East from

10 **ALL PURPOSE (AP) and GENERAL BUSINESS (GB)**

11 **to**

12 **SINGLE FAMILY RESIDENTIAL (R-1),**

13 excepting NE¼, NW¼, Section 5, Town 40 North, Range 9 East (also known as Vilas County Computer
14 Parcel 6-128) which will be rezoned from

15 **ALL PURPOSE (AP)**

16 **to**

17 **FORESTRY (F),**

18 and W½, NW¼, Section 5, Town 40 North, Range 9 East (also known as Vilas County Computer Parcel
19 Number 6-129), which is not subject to the rezone and shall remain

20 **FORESTRY (F),**

21 all in the town of Cloverland, Vilas County, Wisconsin, and

22 **WHEREAS**, publication of a Class 2 Notice was made as required by Chapter 985, Wisconsin
23 Statutes, and a copy of the notice was mailed to the Cloverland Town Clerk at least ten days prior to the
24 hearing, and

25 **WHEREAS**, the Vilas County Zoning and Planning Committee held a public hearing as required
26 by Section 59.69(5)(e)(2), Wisconsin Statutes at the Cloverland Town Hall, Eagle River, Wisconsin on
27 May 9, 2014 at which time the public was invited to attend and be heard; and

28 **WHEREAS**, the proposed rezoning meets the requirements of the 2010 Vilas County
29 Comprehensive Plan Map 7-2, Generalized Future Land Use, and

30 **WHEREAS**, the Vilas County Zoning and Planning Committee, after hearing public opinion at
31 the public hearing, recommends approval of the petition for zoning amendment with exceptions.

32 **NOW THEREFORE, THE VILAS COUNTY BOARD OF SUPERVISORS IN SESSION THIS**
33 **22ND DAY OF JULY, 2014 DOES HEREBY ORDAIN AS FOLLOWS:**

34 **Section 1:** Any existing ordinances, codes, resolutions or portions thereof that conflict with this
35 ordinance amendment shall be and are hereby repealed as far as any conflict exists.

36 **Section 2:** The official Vilas County Zoning District Map is revised and amended to change the
37 zoning district designation as set forth for all riparian properties along Pickerel Lake in Sections 4, 5, and
38 8, Town 40 North, Range 9 East, Town of Cloverland, Vilas County, Wisconsin, from All Purpose (AP)
39 and General Business (GB) to Single Family Residential (R-1) excepting the following computer parcels
40 numbered:

41 6-128, which will be rezoned from All Purpose (AP) to Forestry (F); and
42 6-81, 6-90-03, 6-90-04, 6-91, 6-111, 6-115, 6-129, 6-130, 6-131, 6-132, 6-164, 6-165, 6-169, the
43 non-riparian portion of 6-102 and 6-149, and the portion of 6-147-001 lying north of 6-147 which
44 shall retain their current zoning district designation as set forth in the attached document.

45 **Section 3:** This ordinance amendment shall take effect 40 days upon passage, publication and
46 deliverance of certified copies to the Town of Cloverland unless allowed by law to take effect before that
47 date.

48 **Section 4:** If any claims, provisions or portions of this ordinance amendment are adjudged invalid
49 or unconstitutional by a court of competent jurisdiction, the remainder of this ordinance amendment shall
50 not be affected thereby.

SUBMITTED BY:

Zoning & Planning Committee

FISCAL COMMENT

Included within Resolution
X Not applicable

Finance Director

Ken Anderson, Chair

APPROVED AS TO FORM

Corporation Counsel

Chuck Hayes

HR REVIEW

Approved
X Not applicable

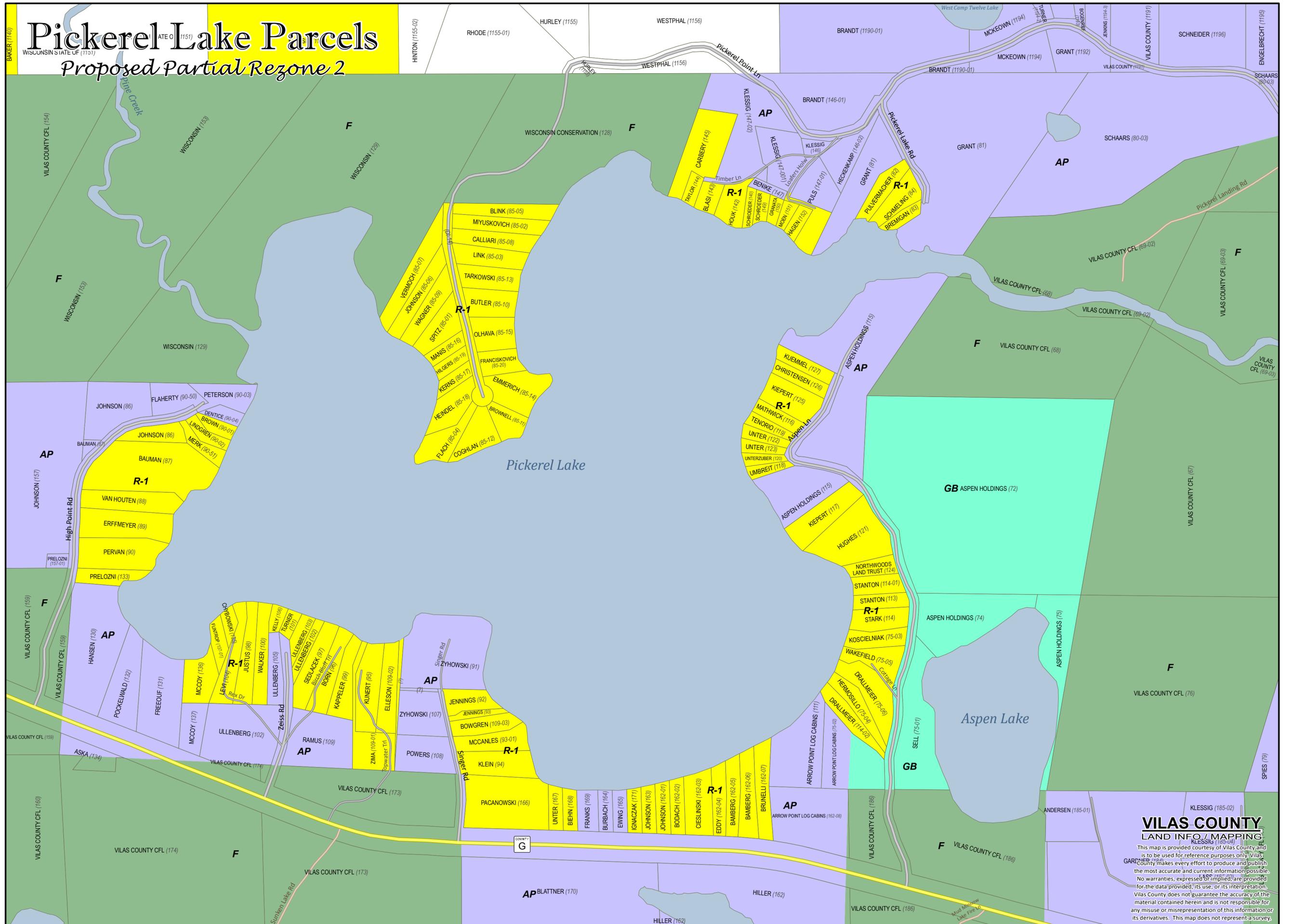
Steve Doyen

Carolyn Ritter

Vernon Wiggerhauser

Pickereel Lake Parcels

Proposed Partial Rezone 2



VILAS COUNTY
LAND INFO / MAPPING
 This map is provided courtesy of Vilas County and is to be used for reference purposes only. Vilas County makes every effort to produce and publish the most accurate and current information possible. No warranties, expressed or implied, are provided for the data provided, its use, or its interpretation. Vilas County does not guarantee the accuracy of the material contained herein and is not responsible for any misuse or misrepresentation of this information or its derivatives. This map does not represent a survey.

RESOLUTION 2014 - 32

Re: Amendment of Standing Rules for Vilas County

WHEREAS, the Legislative and Judicial Committee has re-evaluated the Standing Rules and Committee Duties of the Vilas County Board of Supervisors in force at the present and deems it necessary to further revise them; and

WHEREAS, the Legislative and Judicial Committee recommends that the standing rules governing the duties of the Legislative and Judicial Committee be amended as follows;

XIII. LEGISLATIVE AND JUDICIAL

1. It shall be the duty of this Committee to examine all legislation and Wisconsin Counties Association policy which may affect or concern Vilas County.
2. This Committee is authorized to represent and pursue the interests of Vilas County before the state and federal legislatures and the Wisconsin Counties Association. This Committee shall make recommendations to the County Board regarding a proposed course of action relating to all such legislation and policy.
3. It shall recommend additions or revisions to the ordinances of the County and the ~~rules~~ Standing Rules & Committee Duties of the Board.
4. It shall act upon such other matters as may be referred to it by the County Board or its Chairperson.
5. Child Support Enforcement, Corporation Counsel and Veterans Service shall report to this committee.

and

WHEREAS, a two-thirds (2/3) vote of the Board of Supervisors is necessary to amend the Standing Rules.

NOW, THEREFORE, BE IT RESOLVED by the Vilas County Board of Supervisors in session this 24th day of June, 2014 that the attached changes to the Standing Rules and Committee Duties be adopted effective immediately.

BE IT FURTHER RESOLVED, that any resolutions adopted by the County Board in the past governing the subject matter of this resolution are hereby rescinded and repealed.

FISCAL COMMENT

- Included within Resolution
 Not applicable

Finance Director

APPROVED AS TO FORM

Corporation Counsel

HR REVIEW

- Approved
 Not applicable

Human Resources Director

**SUBMITTED BY:
Legislative & Judicial Committee**

Mark Rogacki, Chair

Rocco Caffarella

Walt Maciag

Carolyn Ritter

Erv Teichmiller

RESOLUTION 2014 - 33

Re: Amending the 2006 – 2020 Vilas County Forest Comprehensive Land Use Plan (Chapter 730 Motorized Trails)

1 **WHEREAS**, Vilas County has lands enrolled as County Forest pursuant to §28.11, Wis. Stats.;
2 and

3 **WHEREAS**, the Vilas County Board of Supervisors on 16 January 2007 adopted Resolution
4 2007-28 approving the 2006 – 2020 Vilas County Forest Comprehensive Land Use Plan for a period of
5 15 years; and

6 **WHEREAS**, said Plan is a dynamic document to be revised as changing conditions require;
7 and

8 **WHEREAS**, subsection (5)(a) of the above referenced State statutes requires said Plan
9 amendments be approved by the County Board of Supervisors and the Department of Natural Resources;
10 and

11 **WHEREAS**, A Plan amendment regarding the use of All Terrain Vehicles (ATV’s) has been
12 prepared by the Vilas County Forestry, Recreation & Land Committee and is submitted for approval
13 before the Vilas County Board of Supervisors (see attached).

14 **NOW, THEREFORE, BE IT RESOLVED** by the Vilas County Board of Supervisors in
15 session this 22th day of July 2014 that Sections 730.2.1 and 730.2.2 (All Terrain Vehicles (ATV’s) of the
16 2006 – 2020 Vilas County Forest Comprehensive Land Use Plan be amended as attached.

17 **BE IT FURTHER RESOLVED** that the Vilas County Forestry, Recreation & Land Committee
18 is directed to forward these amendments to the Wisconsin Department of Natural Resources for their
19 approval.

FISCAL COMMENT:

- Included within Resolution
- See Attached
- Not applicable

Finance Director

H. R. REVIEW

- Approved
- Not applicable

Human Resources Director

SUBMITTED BY:

Forestry, Recreation & Land Committee

Steven Doyen, Chair

Rocky Caffarella, Vice Chair

Ken Anderson

APPROVED AS TO FORM

Corporation Counsel

Art Kunde

Willy Otterpohl

730 MOTORIZED RECREATIONAL TRAILS

The use of motorized vehicles on the Forest continues to increase. The design, maneuverability, and power of the vehicles have improved. This has led to greater use; increased trail use conflicts, unnecessary environmental damage, and increased expenses necessary for trail maintenance. Additional regulation on these types of recreational vehicles is needed to protect the Forest and limit adverse impacts on non-motorized uses.

730.1 SNOWMOBILING

730.1.1 Undesignated Snowmobile Trails

No cross-country use is permitted; however, snowmobile use is permitted on all logging roads, and fire lanes when the ground is snow-covered. Use on the Forest during other times of the year is not allowed.

730.1.2 Designated Snowmobile Trails

Two types of groomed snowmobile trails are authorized on the Forest: state-funded trails and local club trails. Annual agreements outline the operation, maintenance, and insurance obligations between Vilas County and local snowmobile clubs.

State trails: A system of state approved and funded snowmobile trails is authorized on designated trails, logging roads, and fire lanes. This system is part of the statewide network of snowmobile trails which links Vilas County with adjoining counties as well as the rest of the state and the State of Michigan. Snowmobile registration and out-of-state user fees are used to support trail development, signing, maintenance, grooming and bridge construction.

Local trails: A smaller network of local club-sponsored snowmobile trails is also permitted on designated trails, logging roads, and fire lanes. Maintenance of these trails is supported by club membership fees and fund raising activities. These trails are held to the same standards as the State Trails.

All groomed snowmobile trails are closed to all cars and trucks from December 1st through March 31st unless vehicle use is authorized by Vilas County. When vehicle use is authorized, contractors must maintain the trail in a safe condition, free from debris.

DNR's Trail Signing Handbook will be used as the guide for posting standardized signs and will assist in promoting uniformity for trail signing throughout the county. Only trail signs

that provide information for safety, regulations, or trail directions will be permitted. Private and business signs are not authorized on the Forest except at trail intersections as signs authorized by the Committee and the Vilas County Snowmobile Alliance. All trail signs must be mounted on posts.

730.2 ALL TERRAIN VEHICLES (ATV)

730.2.1

ATV's, 3, 4, and 6 wheelers, motorcross bikes, and other vehicles not registered and licensed for use on public roadways are prohibited on the Vilas County Forest except where allowed as per Vilas County General Code Chapters 16.08(10) and 16.06(8)(d). ~~and County Board Resolution 2004-25 which resulted from a non-binding advisory referendum vote.~~ However, The Department may use ATV's in the course of management or may grant temporary permission to contractors performing management on the Forest for a specific period of time.

Two types of ATV trails are authorized on the Forest: state-funded trails and local club trails. Annual agreements outline the operation, maintenance, and insurance obligations between Vilas County and local ATV clubs.

State trails: A system of state approved and funded ATV trails is authorized on designated trails, logging roads, and fire lanes. This system is part of the statewide network of ATV trails which links Vilas County with adjoining counties as well as the rest of the state and the State of Michigan. ATV registration and out-of-state user fees are used to support trail development, signing, maintenance, and bridge construction.

Local trails: A smaller network of local club-sponsored ATV trails is also permitted on designated trails, logging roads, and fire lanes. Maintenance of these trails is supported by club membership fees and fund raising activities. These trails are held to the same standards as the State Trails.

DNR's Trail Signing Handbook will be used as the guide for posting standardized signs and will assist in promoting uniformity for trail signing throughout the county. Only trail signs that provide information for safety, regulations, or trail directions will be permitted. Private and business signs are not authorized on the Forest except at trail intersections as signs authorized by the Committee. All trail signs must be mounted on

posts.

730.2.2 Department Involvement in ATV Trails.

The Department, per County Board Resolution ~~2004-101~~ 2013-99, is authorized to act as Sponsor to apply for funding through Wisconsin DNR for ATV trails within Vilas County ~~on lands other than Vilas County owned lands~~ and to contract for the maintenance of approved trails.

RESOLUTION 2014 - 34

1 **RE: Vilas County Real Estate Sales/Trades**

2 **WHEREAS**, lands owned by Vilas County described on the attached prospectus have
3 been appraised for sale or trade; and

4 **WHEREAS**, the Vilas County Forestry, Recreation, & Land Committee recommends
5 that these lands be approved for sale or trade at the initial bid opening for not less than the
6 minimum bid price described on the attached prospectus and thereafter as allowed by state law.

7 **NOW, THEREFORE, BE IT RESOLVED** by the Vilas County Board of Supervisors
8 in session this 22nd day of July, 2014 that the Vilas County Forestry, Recreation, & Land
9 Committee on behalf of the Vilas County Board of Supervisors take all necessary action to
10 complete the sale of these lands described on the attached prospectus.

FISCAL COMMENT:

- Included within Resolution
- See Attached
- X Not applicable

SUBMITTED BY:

Forestry, Recreation, & Land Committee

Finance Director

Steven Doyen, Chair

H. R. REVIEW

- Approved
- X Not applicable

Rocky Caffarella

Human Resources Director

Ken Anderson

APPROVED AS TO FORM

Art Kunde

Corporation Counsel

Willy Otterpohl

VILAS COUNTY REAL ESTATE PROSPECTUS 2014****Previously offered unsold parcels have no minimum bid pursuant to §75.69(1),
Wis. Stats.**

<u>Common Name</u>	<u>Computer #</u>	<u>Approximate Acres</u>	<u>Minimum Bid</u>
ARBOR VITAE			
Ruffwood Estates #6	2-747	.82+-	\$9,500.00
EAGLE RIVER			
Eagle River	221-95	.75+-	\$124,000.00
LAC DU FLAMBEAU			
Hwy 70 & McKinney Ln	10-2112	2.6+-	\$14,500.00
LAND O'LAKES			
Highway S	12-653-01	1.51+-	\$8,500.00
LINCOLN			
Bloom Road	14-163-01	1.17+-	**None
ST. GERMAIN			
Rustic Vill Condo #5-24	24-2296-83	0	**None
WASHINGTON			
Highway 70 West	26-2889	.57+-	**None
WINCHESTER			
Birch Lake Cottage	28-561	1.0+-	\$72,000.00
Turtle Lk Sub Lot 106	28-1415	0.20+-	**None
Turtle Lk Sub Lots 33 & 34	28-1589	0.45+-	**None
Turtle Lk Sub Lots 66 & 67	28-1610	0.46+-	**None

RESOLUTION 2014 - 35

Re: Authorization to Participate in WDNR County Fish & Game Aids

1 **WHEREAS**, the Legislature of the State of Wisconsin enacted legislation providing for
2 allocation to the respective counties in that state on an acreage basis for the county fish and game
3 projects on the condition that the counties match the state allocation; and

4 **WHEREAS**, the fish and game management program may include but is not limited to
5 game food seeding, browse improvement cutting and other fish or game habitat creation and
6 improvement; and

7 **WHEREAS**, Vilas County desires to participate in county fish and game projects
8 pursuant to provisions of §23.09(12), Wis. Stats.; and

9 **WHEREAS**, account #100.35.43584 has been set up for the purpose of distribution and
10 receipt of Fish & Game Funds.

11 **NOW, THEREFORE, BE IT RESOLVED** by the Vilas County Board of Supervisors
12 in session this 22nd day of July, 2014 that the Vilas County Forestry, Recreation, & Land
13 Committee of the Vilas County Board of Supervisors be and hereby is authorized to expend the
14 funds hereby appropriated and the funds to be received from the State of Wisconsin, for the
15 improvement of fish and wildlife habitat, and to operate and maintain or to cause to be operated
16 and maintained the project for its intended purpose, contingent upon the matching funds being
17 available in the Forestry Department's budget.

18 **BE IT FURTHER RESOLVED** that the Vilas County Forest Administrator is
19 authorized to sign and submit applications to the Wisconsin Department of Natural Resources for
20 said funding.

FISCAL COMMENT:

- Included within Resolution
 See Attached
 Not applicable

Finance Director

H. R. REVIEW

- Approved
 Not applicable

Human Resources Director

APPROVED AS TO FORM

Corporation Counsel

SUBMITTED BY:

Forestry, Recreation & Land Committee

Steven Doyen, Chair

Rocco Caffarella, Vice Chair

Kenneth Anderson

Arthur Kunde

William Otterpohl

RESOLUTION 2014 - 36

Re: Authorization to Enter into Twelve (12) Month Contract for LP Fuel

1 **WHEREAS**, the Vilas County Board of Supervisors authorized the Sheriff to convert the
2 squad car fleet to a dual fuel system (LP and gasoline) on January 22, 2013 .The fleet has been
3 converted and the LP fuel will be purchased through Amerigas of Eagle River, Wisconsin; and

4 **WHEREAS**, Amerigas has proposed a contract with Vilas County that will fix the price
5 of propane fuel for the next 12 months at a cost of \$1.91 per gallon. The contract also proposes
6 the purchase of up to 60,000 gallons of fuel in the next 12 months as well as the lease of a
7 Gasboy dispensing unit located at the Arbor Vitae Sheriff’s Substation; and

8 **WHEREAS**, there are funds allocated for fuel costs in the Sheriff’s Office FY2014
9 budget; additional funding for FY2015 will be allocated in the 2015 budget. Current fuel costs
10 for gasoline are \$3.69 per gallon, and allowing a fixed price through the next year will result in a
11 savings to Vilas County for an alternative fuel for the Sheriff’s patrol fleet; and

12 **WHEREAS**, the Vilas County Law Enforcement and Emergency Management
13 Committee recommends the approval of a contract for Fixed Price of Propane Fuel through
14 Amerigas of Eagle River.

15 **NOW, THEREFORE, BE IT RESOLVED** by the Vilas County Board of Supervisors
16 in session this 22th day of July, 2014, that the Vilas County Sheriff is authorized to enter into a
17 12- month contract to fix LP fuel costs at \$1.91 per gallon with Amerigas of Eagle River.

FISCAL COMMENT

- Included within Resolution
- See below
- Not applicable

Finance Director

APPROVED AS TO FORM

Corporation Counsel

HR REVIEW

- Approved
- Not applicable

Human Resources Director

SUBMITTED BY:

**Law Enforcement & Emergency
Management Committee**

Gerald Burkett, Chair

Ed Bluthardt

Mary Kim Black

Art Kunde

Mark Rogacki

Attachment A

PRICE OF PROPANE

Fixed Price (First 12 Months)

Subject to the provisions of the Propane Supply Agreement and Equipment Lease, during the first 12 months of this Agreement (08/01, 2014 to 07/31, 2015), Customer agrees to purchase 60,000 gallons of propane/cylinders (the "Volume") and the Company agrees to provide Customer with a fixed price of \$1.91 (the Fixed Price") for the Volume during this 12 month period.* Gallons/Cylinders purchased by Customer in excess of the Volume will be priced according to Customer's existing Propane Supply Agreement & Equipment Lease. If Customer fails to purchase all of the Volume set forth above, during such period, it will pay the Company 30% of the Fixed Price multiplied by the Volume not purchased.

If the Customer purchases 100% of their propane requirements exclusively from the Company during the contract period and does not meet the contract gallon commitment, a penalty will not be charged for the unused gallons.

CUSTOMER

By: *Janet R. Allen* *

Title: *Mrs G. Clerk*

Davis R. Allen
Signatory Name (printed)

Date: *July 2, 2014*

COMPANY

By: Amerigas

Title: District Manager

Date: 06/26/2014

District Name: Eagle River

District Number: 5471

Contract Number: 715/479/7300

Customer Number _____

If Company is unable to obtain propane from its customary suppliers; experiences terminal, refinery or pipeline disruptions; allocation programs instituted by pipelines, refiners or other suppliers; or lack of or inadequate transportation facilities, the price set forth above will be adjusted during the period that this takes place to account for Company's increased expenses in obtaining or transporting propane.

Company Form CR-53 (rev. 080112)

* Contingent upon full Board approval on 7/22/14.

PROPANE SUPPLY AGREEMENT & DISPENSING EQUIPMENT LEASE

District # 5471

This Propane Supply Agreement and Dispensing (Equipment) Lease ("Agreement") is between Amerigas _____, (the "Company"), Address: 1858 Hwy. 45 N. Eagle River WI. 54521 and the Customer identified below ("Customer") and will be in effect for a minimum of ~~one (1)~~ ^{three (3)} year from the date it is signed by the Customer and from year-to-year thereafter or until terminated in accordance with paragraph 13 of this Agreement.

Vilas County Sheriff's Department	(715) 478-4441	jofath@co.vilas.wi.us
Customer: Joseph A. Fath	Business Phone:	Fax: (715) 478-0602
Primary Contact: (715) 891-0341		Business Phone: jofath@co.vilas.wi.us
Mobile: 10718 Highway 70 East	Fax:	eMail:
Installation/Delivery Address: Arbor Vilas		WI. _____ 54508
City: 330 Court Street		State: _____ Zip Code:
Billing Address: Eagle River		WI. _____ 54521
City:		State: _____ Zip Code:

TERMS & CONDITIONS

1. Equipment. The Company agrees to install and to lease to Customer at Customer's delivery address the propane dispensing unit and related equipment listed in Attachment B (the "Equipment"). The Equipment making up the dispensing unit together with all replacements, repairs, substitutions, additions and accessories (collectively referred to as "Equipment") will be of size, make and model that Company, in its sole judgment, deems necessary and appropriate for Customer's business operation. ~~The Company may charge rent for the Equipment and Customer agrees to pay all Equipment rental charges in accordance with Company's Schedule of Charges.~~ Customer shall be liable for all loss of and damage to the Equipment while in Customer's possession, normal wear and tear excepted. Customer will promptly surrender to the Company all of the Equipment when this Agreement is terminated for any reason. Any Equipment that is lost or damaged during the term or is not returned at the end of this Agreement will be billed to Customer at replacement cost. Customer authorizes the Company to replace its Equipment at any time with no changes in the obligations of this Agreement. If the Company replaces the Equipment with equipment of different capacity, the annual rental charges, if any, shall be adjusted to those that are currently being charged for the Equipment which is substituted.

2. Propane Supply. Customer will purchase from the Company all of the propane Customer requires for use at Customer's premises, or the delivery address listed above, during the term of this Agreement. FOR SAFETY AND OTHER REASONS, CUSTOMER AGREES THAT ONLY PROPANE SOLD BY THE COMPANY SHALL BE USED WITH THE EQUIPMENT.

3. Services to be Performed by Customer. Customer at its sole expense will provide a suitable location and electrical service for the Equipment and will be responsible for the payment for any and all required placards including, but not limited to, No Smoking signs, fire extinguishers, scales, fencing and/or crash protection as mandated by National Fire Protection Association Pamphlet 58, the local authority having jurisdiction and any and all state or local laws, rules, regulations and/or ordinances. All service performed by Customer shall be done in a neat and workmanlike manner and in compliance with all federal, state and local laws, statutes, rules and regulations/ordinances, as well as all applicable safety codes, standards and regulations, and must meet the Company's reasonable satisfaction. Customer at its sole expense shall obtain all necessary state and local permits and zoning approvals.

4. Fees, Pricing and Charges. A) Propane Pricing – Customer agrees to pay the Company's applicable non-refundable prices in effect on the date that propane or Equipment is delivered or services are

rendered. Customer acknowledges that the Company's fees, rates, pricing and charges include its various procurement costs and may vary depending upon, among other things, the volume of propane purchased, customer classification, derivative activity to reduce price volatility, ownership of equipment, and competitive conditions. If Customer has a fixed price contract, Customer's price for propane will not change during the term of this Agreement. If this Agreement does not contain a fixed price, Customer's price for propane may move either up or down, as it does with other energy commodities. Similarly, if Customer has no agreement that governs the price for propane, Customer's price may likewise move either up or down. For those Customers without a fixed price agreement, the Company reserves the right to change its prices without prior written notice to Customer. For our Area Index customers, from time to time the geographic areas and supply points that comprise our Area Index may change slightly. In some instances these changes may result in slight price increases or decreases, depending on the unique market circumstances.

B) The fees and charges include a Hazardous Material & Safety Compliance Fee and Fuel Recovery Fee. The Hazardous Material & Safety Compliance Fee, which is assessed for propane deliveries and service calls, helps to offset a portion of the cost the Company must incur to comply with federal, state and local government regulations, including, but not limited to, hazardous materials, homeland security, emergency preparedness and workplace safety. It is also used to fund, among other things, vital employee safety training and inspections, cylinder re-qualification, and environmental compliance. The fee is not government imposed, nor is any portion of it paid to any governmental agency. The Fuel Recovery Fee is assessed for propane deliveries and service calls and helps to offset the significant expenses incurred by Company in fueling its fleet of commercial motor vehicles. This fee fluctuates on a monthly basis as the Company's cost of fuel fluctuates. For a complete listing of Company's fees and charges, visit Company's website. The Company reserves the right to change its fees, rates and charges from time to time without prior notice to Customer. By accepting delivery of propane or by paying any changed fee, rate or charge, Customer will be deemed to have agreed to the changes. Customer agrees to pay any taxes, licenses, permit or inspection fees associated with the sale or use of propane and Equipment covered by this Agreement. Customer understands that Customer may obtain Company's current fees and charges by visiting the Company's website or by contacting the local Company office servicing Customer's account.

Customer will pay rent to Company in the amount of \$0.00 per month for the use of the Equipment. The Company reserves the right to change its fees, rates or charges from time to time without prior notice to

Customer. By accepting delivery of propane or by paying any changed fee, rate or charge, Customer will be deemed to have agreed to the changes. Customer agrees to pay any taxes and licenses, permit or inspection fees associated with the sale or use of the propane and the Equipment covered by this Agreement.

5. Payment Terms. Customer agrees to pay all fees, rates, and charges required by this Agreement within ten days after the invoice date or on the due date, whichever is later, to the location designated by Company. Where permitted by law, Customer agrees that Company may send Customer an invoice instead of a delivery ticket. If Customer fails to pay any fees, rates, or charges within 25 days after the invoice or due date, Company may, unless prohibited by law, add a monthly late charge of one and one-half percent of the average daily balance or a late charge of \$36.00, whichever is greater. Company reserves the right to require Customer to pay for propane deliveries or services in advance or to post a cash deposit, which may be applied by Company at any time in whole or in part to the outstanding balance. If Customer receives a delivery ticket or service/work order and is billed-on-the-road, Customer agrees to pay within ten days of the delivery or service.

6. Title to Equipment. All Equipment leased by the Company to Customer will remain the property of the Company and shall not become a fixture or a part of Customer's real property. Customer will not, nor will it allow anyone other than Company, to pump-out or make any adjustments, connections or disconnections to the Equipment or remove the Equipment without written permission from the Company. Customer shall notify the Company immediately if the Equipment is damaged, appears defective, malfunctions or if Customer experiences any problems with the Equipment.

7. Access to Equipment. The Dispensing Equipment must be secured at all times to prevent the unauthorized use of the Equipment. Customer grants the Company the irrevocable right to enter Customer's premises at any time to deliver propane or to install, repair, service or remove any or all of the Equipment, or to perform any other services that the Company deems necessary under this Agreement, without prior notice, judgment or other process of law. Customer agrees to provide safe, free and unimpeded access to the Dispensing Equipment, including but not limited to access that is free of ice, snow, water, mud, debris and other hazards. Customer acknowledges that failure to ensure safe and unimpeded access to the Equipment may cause an interruption in service. The Customer agrees that the Company shall have no obligation to contact Customer to request access to the Equipment, but instead may suspend service until Customer has provided access as required by this Agreement. Customer agrees to promptly surrender to the Company the leased Equipment when Customer terminates the Agreement for any reason.

8. Disclaimer of Warranties. TO THE EXTENT PERMITTED BY APPLICABLE STATE LAW, THE COMPANY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, EQUIPMENT OR SERVICE NOW OR HEREAFTER SUPPLIED PURSUANT TO THIS AGREEMENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR INCIDENTAL CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND BUSINESS INTERRUPTION DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. THE COMPANY IS NOT LIABLE FOR ANY LOSS SUSTAINED BY CUSTOMER AS A RESULT OF THE TEMPORARY EXHAUSTION OF CUSTOMER'S SUPPLY OF PROPANE.

10. Indemnification. Customer agrees to indemnify, defend and hold Company harmless from and against any and all claims, liens, demands, suits, damages and liabilities for personal injuries and/or

property damage, arising out of or caused by any negligent act or omission on the part of Customer, its agents or employees.

11. Meet Competition Clause. Under all non-fixed pricing agreements, Company has the right, from time to time, to revise the price(s) under this Agreement. If within thirty (30) days after the revision the Customer furnishes Company with a bona fide firm written offer from an established propane supplier to sell propane at the designated location in the same quantity under similar terms and conditions at a lower price than Company's revised price, Company may within ten (10) days either meet the lower price or rescind the price change. If Company fails to do so, Customer may, at its option, upon thirty (30) days written notice to Company, cancel and terminate this Agreement. If Company agrees to meet the lower price or revert to its previous price, Company has the right to extend the term of this Agreement until the end of the contract term specified in the firm written offer. If Customer elects to terminate this Agreement, Customer is responsible for all Equipment removal costs and Service Dispatch and Pump-Out Charges.

12. Insurance. Customer will maintain comprehensive general liability insurance in the amount not less than \$1,000,000 combined single limits, naming Company as an additional insured. Customer will maintain worker's compensation coverage in the amount required by law. Customer shall furnish a certificate of insurance to Company evidencing all required coverages and Company's status as an additional insured. All such policies of insurance shall provide the insurance coverage thereunder shall not be reduced or cancelled or otherwise changed prior to the 30th day following the delivery by the insurer of a written notice of such action to the Customer and Company. The coverage under Customer's policies of insurance shall be primary to any other insurance maintained by Company that may be in effect. The failure by Company to request proof of such insurance shall not constitute a waiver of Customer's obligation to maintain such insurance.

13. Termination. Either party may terminate this Agreement at the expiration of the original term, or any anniversary thereof, by giving the other party at least sixty (60) days prior written notice. The Company may terminate this Agreement at any time and without prior notice or take such other action as may be permitted by law if Customer fails to satisfy any of the terms and conditions of this Agreement or if there are safety concerns that cannot be remedied after consultation between the parties. Customer agrees to pay Company's Service Dispatch and Pump-Out Charges at the termination of this Agreement. Customer will be billed on an hourly basis for this work with local labor rates prevailing. At the termination of the Agreement, Customer agrees to promptly pay all outstanding installation, propane, rental, late charges and other amounts due to the Company. If the Company files suit against Customer to enforce any of the terms and conditions of this Agreement, or to recover possession of any of its Equipment, Customer shall pay the Company's reasonable costs, including all of the Company's attorneys' fees, to the maximum extent permitted by law. The foregoing shall be in addition to all other remedies that Company shall have either at law or in equity.

14. Excused Performance. The Company shall not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including without limitation, acts of God, fires, storms, floods, wars, hostilities, terrorism, compliance with laws or regulations, the Company's inability to obtain propane from its customary suppliers, terminal, refinery or pipeline disruptions, allocation programs, lack of or inadequate transportation facilities, or other similar causes. Under any of these circumstances, the Company may in its sole discretion allocate propane and equipment among its customers.

15. Restoration of Property. Customer acknowledges that installing, servicing or removing propane service can result in disruption to the Customer's property and grounds and therefore Customer agrees to be responsible for all of the costs associated with the removal of equipment. Customer also releases Company from any responsibility for resurfacing or restoring its Premises unless Company is grossly or intentionally negligent.

Neither Company nor J.F.

16. Assignability. Customer may not assign this Agreement without the prior written consent of the Company. The Company may assign or pledge this Agreement as collateral without notice to or consent of Customer.

to have claims decided by a jury. Within thirty days of receipt of this arbitration provision, Customer can elect to opt out of this provision (that is, exclude it from this Agreement) by sending a written notice to Company by certified mail at Box 965, Valley Forge, PA 19482, Attn: General Counsel stating that Customer wishes to opt out of this arbitration provision.

17. Training. Customer will properly train each of its employees who handle propane or use the Equipment as to how to safely use propane and propane equipment and fill cylinders. Customer will not allow anyone to handle or use the Equipment unless and until that individual has been properly trained to do so. It is Customer's responsibility to provide Company with written notice if Customer, or any of its employees or agents, need additional training in order to comply with this provision. If Customer fails to comply with any portion of this provision, then Customer agrees it shall be solely responsible for any and all injuries or damages that result, and Customer will indemnify, defend and hold Company harmless from all claims, suits, demands and judgments, including those claims brought by Customer's employees or agents.

20. Enforceability. If any part of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement will continue to be valid and enforceable.

21. Notice. Any notice by Customer under this Agreement shall be sent by U.S. mail, postage prepaid, to the Company at the address of the Company shown on invoices received by Customer. Notice to Customer may be in the form of a bill insert, stand-alone mailing, email or other written notification.

18. Modifying the Agreement. This Agreement is the final understanding between the parties and may not be modified orally. Any attempt by Customer to enforce a prior representation or warranty, whether it was written or oral shall be null and void. Company reserves the right to change the applicable terms and conditions (other than fees, rates and other charges which may be changed without prior notice) at any time by giving Customer thirty (30) days prior written notice of the change. The notice of change may be in the form of a bill insert, email or other written notification. By accepting delivery of propane or by paying any fees, rates or other charges after Customer has been given notice of changes, Customer will be deemed to have agreed to the changes.

22. Waiver. If the Company delays in exercising any of its rights under this Agreement, the Company will not be prevented from exercising its rights at a later date. The Company's waiver of any breach of this Agreement at any time shall not excuse future breaches by Customer.

23. Authority to Sign. The undersigned individuals warrant that each is a representative of his or her respective party and has been duly authorized and empowered to execute this Agreement on behalf of the party they represent.

24. Survival. All covenants, conditions and indemnification contained in this Agreement which may involve performance subsequent to any termination of this Agreement, or which cannot be ascertained or fully performed until after termination of this Agreement, shall survive.

25. Warnings. Customer hereby acknowledges that Customer has read and understands the safety warnings it has received. Customer shall distribute a copy of the safety warnings to anyone who will be handling propane or Equipment or filling cylinders or other propane containers. Company's safety warnings are also contained on its website and we strongly advise Customer to regularly visit our website to view those important safety warnings.

26. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with laws of the State which the Company's District office is located. The language of this Agreement shall in all cases be construed as a whole according to its fair meaning and shall not be strictly construed for or against either party.

DESCRIPTION OF LEASED DISPENSING EQUIPMENT

Dispensing Unit: Gasboy 9853KX S/N JBAT032184
Pump: Blackmer 5HP 3PH S/N 1003618
Scale: N/A
Other: N/A

Tank Serial Number: 1489150
Regulator(s): N/A
Liquid Meters: LC model MA4 S/N 623689

CUSTOMER

BY:
PRINT NAME:
DATE:

COMPANY: Amerigas

Print name of Company

BY:
TITLE:
DATE:

RESOLUTION 2014 - 37

Re: Approve Contract to Acquire Countywide, 6 Inch, 4 Band Color, Digital Orthophotography and Digital Building Footprint Data

1 **WHEREAS**, the Land Records Committee signed a Letter of Intent in July, 2013 to
2 contract with a photogrammetric consultant, Ayres Associates Inc., to proceed with aerial
3 photogrammetric mapping under the Wisconsin Regional Orthophotography Consortium
4 (WROC) 2014-2016; and

5 **WHEREAS**, acquiring countywide, 6” pixel resolution, 4 band color, digital
6 orthophotography and digital building footprint data will improve the County’s Geographic
7 Information System (GIS), develop of a base map, enhance address assignment and verification
8 for emergency services and tax collection, improve the quality of the land & water conservation
9 programs, and strengthen zoning enforcement activities; and

10 **WHEREAS**, the attached contract from Ayers Associates Inc. sets forth a proposal for
11 acquiring countywide, 6” pixel resolution, 4 band color, digital orthophotography and digital
12 building footprint data in Vilas County; and

13 **WHEREAS**, the digital orthophotography and digital building footprint data are
14 Foundational Elements listed in the 2010-2015 Vilas County Land Information Modernization
15 Plan; and

16 **WHEREAS**, the entire cost of this contract is \$147,000.00, with \$99,660.00 expended in
17 fiscal year 2015 Land Records Budget for the acquisition of countywide, 6” pixel resolution, 4
18 band color, digital orthophotography, and \$47,340.00 paid in fiscal year 2016 Land Records
19 Budget for building footprint digital data; and

20 **WHEREAS**, the Land Records Committee recommends approving the attached contract
21 from Ayers Associates for \$147,000.00, with payments taken from retained fees, which is aid
22 money initiated by the Wisconsin Land Information Program under Wisconsin Statutes §16.967
23 and §59.72.

24 **NOW, THEREFORE, BE IT RESOLVED** by the Vilas County Board of Supervisors
25 in session this 22nd day of July, 2014 that the Land Records Committee is authorized to enter into
26 the attached Amendment to Agreement with Ayers Associates Inc. for 6” pixel resolution, 4 band
27 color, digital orthophotography and digital building footprint data, for all of Vilas County, with
28 the cost of contract not to exceed \$147,000.00, and being paid for out of retained fees from the

29 fiscal years 2015-2016 Land Records Budget, Line Item No. 100.22.51735.0988, Aerial
30 Photography.

FISCAL COMMENT:

- Included within Resolution
- See Attached
- Not applicable

Finance Director

H. R. REVIEW

- Approved
- Not applicable

Human Resources Director

APPROVED AS TO FORM

Corporation Counsel

SUBMITTED BY:

Land Records Committee

Kim Simac, Chair

Charles Rayala

Jerry Burkett

Carolyn Ritter

Steven Doyen

Finance Director Fiscal Comment: While there is nothing technically wrong with obligating future budgets, the board should be cautioned that they are now committing funds for the years 2015 and 2016. The funding source is presented as retained fees; however, we are not certain what future amount of retained fees will be available to support this contract. Retained fees could also be used to pay for wages and benefits incurred in carrying on the mission of improving mapping and land records modernization, which would likely reduce the future carryover available to fund this project. Projects like this should be reviewed much like all other capital expenditures and not be quickly approved on the premise that an adequate balance of carryover funds will remain available in the future.

June 20, 2014

Barb Gibson
GIS Administrator/Land Information Officer
Vilas County Land Information/Mapping Dept.
330 Court St.
Eagle River, WI 54521



Dear Ms. Gibson:

Thank you for the opportunity to submit a proposal for geospatial services for Vilas County as a part of the Wisconsin Regional Orthophotography Consortium (WROC) in 2015-16. This letter describes the project approach and fees for 6-inch orthophotography and building footprints across the County. The total project area is 1017 square miles. The Ayres/Quantum team will provide the following services.

Proposed Project Services – Orthophotography

Vilas County understands the importance updating its orthophotography base layer and the advantages of doing so as part of WROC. As part of the consortium, the County would like to obtain new color digital orthoimagery in 2015 to enhance the County's GIS base mapping layers and to support its land information needs and the needs of its partners. Please refer to the Exhibit A for a map of the project area.

The county-wide 6-inch orthophotography project approach has advantages over lower resolution coverage with higher resolution buy ups. The county-wide approach provides seamless orthoimagery at high resolution so that all county departments and municipal partners have access to consistent imagery without insets or individual datasets at different specifications. The 6-inch approach also opens up additional cost sharing opportunities with partners that require the higher resolution orthoimagery for their daily operations.

Scope of Work

Ayres Associates will provide the County with color orthophotography at 6-inch resolution across the County project area, plus a 500-foot buffer around the boundary. Digital 4-band orthophotography will be developed from aerial photography acquired using a calibrated, digital photogrammetric camera, in the spring during leaf-off conditions.

The delivered orthophotography will consist of GeoTIFF tiles based on PLSS quarter sections (or other tile format agreed upon). Additionally, we will provide MrSID or alternate format compressed tiles and a project-wide mosaic. The 6-inch orthophotography will conform to ASPRS Class 2 standards for 1" = 100' scale mapping with an ortho image ground sample distance (GSD) of <6 inches. The horizontal accuracy will be measured by root mean statistical error (RMSE), which will be 2.0-feet or less.

Orthophotography DEM

The existing LiDAR generated DTM we have for Vilas County will be the primary terrain surface used for the orthophoto DEM. New software allows to more intelligently process out a DTM from the existing LiDAR bare earth points. In areas where the terrain model may have changed, a new surface will be created and will supplement the lidar DTM. This is done through autocorrelation using the new imagery in combination with photogrammetrically compiled breaklines on road centerlines and other features.

Ground Control

To reduce control costs for the project, Ayres Associates will use airborne global positioning system (ABGPS) and an inertial measurement unit (IMU) that is coupled with the digital sensor. If necessary, we will provide the ground control and targeting for the project using existing control locations or photo-identifiable points.

4-band Orthophotography

As part of the standard aerial image collection, the near-infrared (NIR) band will be captured along with the RGB natural color bands. The cost of processing the NIR band has come down significantly in the last five years. We have included the delivery of 4-band GeoTIFF and MrSID files. These datasets can be viewed in either natural color or color infrared (CIR) band configurations in a single file, rather than in a second CIR dataset.

Partner Funding

Attracting funding partners to WROC 2015 has taken a different strategy than the one implemented for the 2010 program. Regional and local partners will play a more important role, and our strategy is to increase our efforts at finding funding partners that fit this profile. Note, however, that the success of previous consortium efforts has established relationships that may still lead to financial support of the program in 2015.

Many of the key relationships are already in place and are being leveraged to save time and effort. This factor combined with our team's continued efforts at securing new funding partners should provide momentum to secure a wider number of partners. In the end, funding assistance success for WROC 2015 will likely come about from a larger – and more diverse – number of funding partners.

Potential partners in the Vilas County WROC project have been identified as:

Lac du Flambeau Tribe

Chequamegon-Nicolet National Forest

We Energies

WPS

Orthophotography Project Deliverables

Deliverable products included in the estimate are as follows:

- Digital ortho tiles in GeoTIFF (with world file) and MrSID, JPG2, or ECW format
- Project-wide mosaic in MrSID, JPG2, or ECW format
- Ortho tile index in vector format
- FGDC compliant metadata

Proposed Fees:

The following pricing is a not to exceed lump sum amount that is calculated using WROC pricing. Any partner funding that is secured for WROC will be provided to the County to help reduce the overall cost this project.

County-wide 6-inch orthophotography, 4-band RGB-NIR:	\$ 104,650.00
Fee reduction for 4-band orthophotography:	\$ 4,990.00
Total:	\$ 99,660.00

Ayres Associates will invoice the County for the services listed above in 2015 according to an agreed upon payment schedule.

Proposed Project Services – Digital Building Footprints

We understand Vilas County would like to acquire digital building footprint data as a fundamental element of its land information modernization plan. We have reviewed your request for county-wide building footprints and have designed a custom solution for Vilas County. The county is unique in that it's mostly rural and many of the buildings are irregularly distributed near lake and rivers, typically in heavily forested areas with undulating topography. To increase efficiency in locating and collecting the building footprints, we will utilize the 2013 lidar dataset to guide our technicians to areas where building classifications are located.

We will use mosaics of new leaf-off orthoimagery from the 2015 WROC acquisition to digitize the rooflines of buildings using advanced compilation hardware and software. The buildings will be collected as two dimensional polygons. Using this method, the buildings will match the orthoimagery from 2015. However, the radial displacement in the orthoimagery will shift the building roof line from its true horizontal position relative to the height of the building.

The buildings will be complete and accurate to the building horizontal geometry as each is collected manually by a trained technician. This is currently an advantage over automated lidar extraction and remotely-sensed classification methods that require significant manual clean up and QC review.

Building Footprint Deliverable

ESRI shapefile with county-wide building two dimensional polygons

Proposed Fees:

The following fee is a lump sum amount for the digital building footprint services described above.

County-wide digital building footprints: **\$ 47,340.00**

Ayres Associates will invoice the County for the services listed above in 2016 according to an agreed upon payment schedule.

I hope that we have provided the information you require to proceed with planning for a WROC project in 2015-16. In the event that you require additional information or clarification on the proposal details, please feel free to contact me at 608.443.1207.

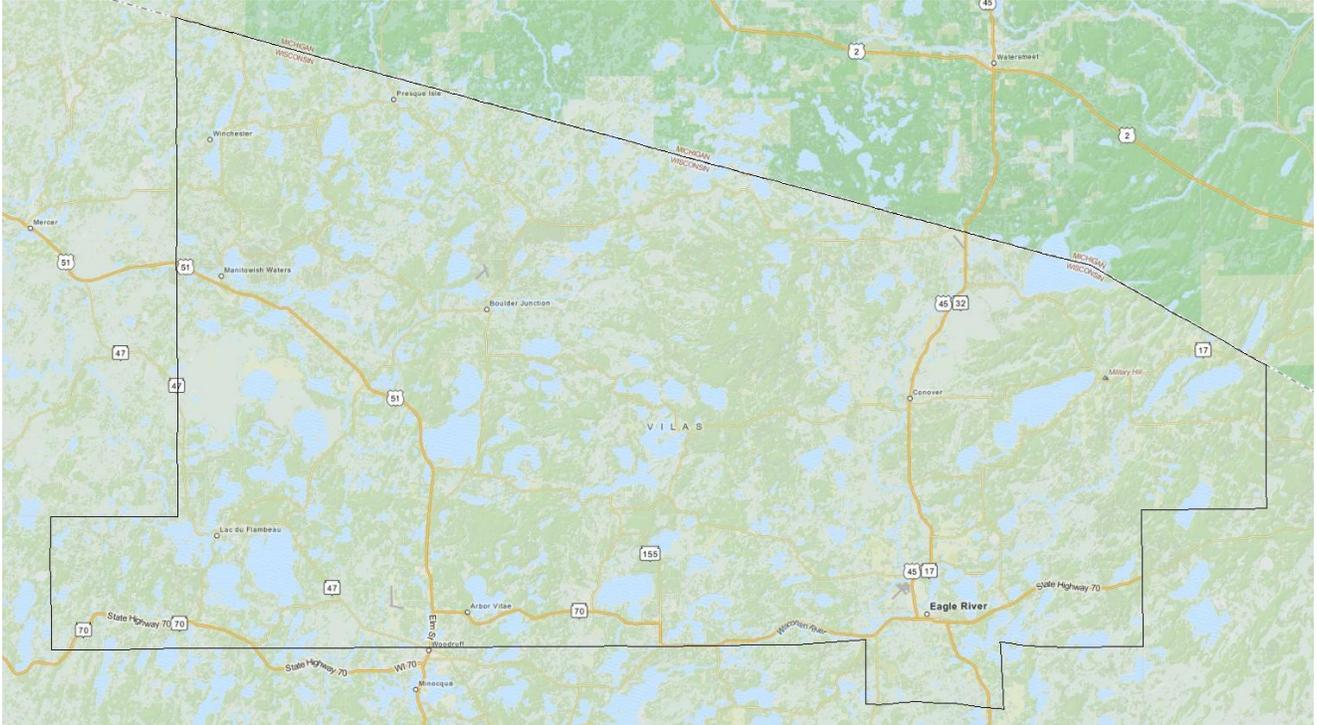
Sincerely,



Zachary Nienow
Ayres Associates Inc
Project Manager
Direct: 608.443.1207
NienowZ@AyresAssociates.com

Exhibit A

Vilas County Project Area, 1017 square miles



AGREEMENT FOR PROFESSIONAL SERVICES

FOR

PHOTOGRAMMETRIC / REMOTE SENSING SERVICES---Vilas County, WI

THIS AGREEMENT is made by and between Vilas County (OWNER) and Ayres Associates Inc, 1802 Pankratz Street, Madison, Wisconsin 53704 (CONSULTANT).

WHEREAS, the OWNER intends to retain the CONSULTANT to provide photogrammetric and remote sensing services for OWNER and

NOW, THEREFORE, the OWNER and CONSULTANT agree to the performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below:

ARTICLE 1 – SCOPE OF SERVICES

1.1 BASIC SERVICES

After written authorization to proceed, CONSULTANT shall:

- 1.1.1 Obtain digital aerial photography during the spring of 2010 suitable for the production of color orthophotography at a 12-inch ground pixel resolution (County-wide: 1018 Sq. Miles). The photography will be obtained during leaf off conditions and when there is no snow on the ground.
- 1.1.2 Collect control for the project using Airborne Global Positioning System (ABGPS), and ground-based GPS technology. The control established will be sufficient to support softcopy aerotriangulation and orthophotography production. The horizontal and vertical coordinates shall be referenced to the County coordinate system (NAD83 in U.S. Survey Foot) and NAVD88.
- 1.1.3 Prepare a softcopy aerotriangulation solution for the aerial photography. The aerotriangulation solution will support digital orthophotography meeting ASPRS standards for the appropriate mapping scale.
- 1.1.4 Prepare PLSS quad-section tiled 12-inch resolution digital orthophotography for 1"= 200' scale mapping for the entire county plus a quarter-mile buffer around the county.

Orthophotography will be provided in color bandwidths(RGB). Orthophotography will also be delivered in black and white bandwidths (derived from the color dataset). The existing 2005 County DEM will be used to rectify the digital orthophoto imagery. The delivery format will be GEOTIFF with world files for all non-compressed images. All orthophoto tiles will be delivered on an appropriate size USB Firewire Drives.

A countywide MrSID compressed color mosaic inclusive of all orthophoto tiles within the county will be provided upon completion of the rectification processing.

- 1.1.5 Prepare FGDC compliant metadata for the deliverable products using the Ayres/AeroMetric standard template.
- 1.1.6 Final deliverable products to OWNER will include:
 - One digital copy of the flight plan, including control layout.
 - DMC Virtual JPEG images(not geo-referenced)
 - One digital copy of the control report.
 - One digital copy of the softcopy aerotriangulation report.
 - One copy of the DEM in both CAD and GIS format.
 - Digital orthophotography in GeoTIFF (12" countywide) in both color and black and white.
 - One MrSID countywide color digital mosaic
 - One copy of FGDC compliant metadata for all digital files in HTML and XML format.

1.2 ADDITIONAL SERVICES

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others additional services (if the county decides at a later date to contract for additional services) not included as part of basic services. These services will be paid for by OWNER as indicated in Article 5.

ARTICLE 2 – CHANGES IN THE SCOPE OF SERVICES

2.1 Services Requiring Changes in the Scope of Services

The OWNER or the CONSULTANT may, from time to time, request changes in the scope of services to be performed hereunder. Such changes, while not anticipated, may include an increase or decrease in the amount of CONSULTANT'S compensation. Any such changes must be mutually agreed by and between OWNER and CONSULTANT and shall be incorporated in written amendments to this agreement. Such changes may include:

- 2.1.1 Services to investigate existing conditions or facilities or to verify the accuracy of information furnished by OWNER.
- 2.1.2 Services resulting from significant changes in the general scope, extent or character of the Project.
- 2.1.3 Furnishing services of independent professional associates and consultants for other than Basic Services.
- 2.1.4 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
- 2.1.5 Additional services in connection with the Project, including services, which are to be

furnished by OWNER and services not otherwise, provided for in this Agreement.

- 2.1.6 Services resulting from additional partnerships joining the consortium may result in a change of the amount of services provided in this agreement.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- 3.1 Designate in writing a person to act as OWNER's representative.
- 3.2 Provide all criteria and full information as to OWNER's requirements.
- 3.3 Place at CONSULTANT's disposal all available pertinent information, upon which the CONSULTANT can rely.
- 3.4 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- 3.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.6 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services.

ARTICLE 4 - PERIODS OF SERVICE

- 4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. If completion dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment. The expiration date of this agreement shall be March 31, 2015.
- 4.2. The services called for in Article 1.1.1 –1.1.3 will be completed and submitted by December 30, 2010.
- 4.3. The services called for in Article 1.1.4 – 1.1.6 will be completed and submitted by March 30, 2010.
- 4.4 CONSULTANT's services under this Agreement shall be considered complete when submissions have been accepted by the OWNER.
- 4.5 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.

4.6 If CONSULTANT's services for the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond CONSULTANT's control, CONSULTANT shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.1.1.1.

ARTICLE 5 - PAYMENTS

5.1 Compensation for Services

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services rendered as follows:

5.1.1.1 Aerial photography, GPS Survey, and Softcopy Aerotriangulation	\$38,175.00
5.1.1.2 Analytical, orthophotography, and project reporting	\$38,175.00
Total Fees Not to Exceed.....	\$76,350.00

5.2 Times of Payments

5.2.1 CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices. Consultant shall begin submitting invoices as the first phase of the Project occurs in Spring 2010, with fees billed not to exceed \$38,175.00 for the 2010 budgetary year. CONSULTANT shall begin submitting monthly invoices as the second phase of the Project occurs in 2011, with fees billed not to exceed \$38,175.00 for the 2011 budgetary year.

5.3 Other Provisions Concerning Payments

5.3.1 If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of Consultant's invoice, the amounts due CONSULTANT will be increased at the rate of 1% per month (12% A.P.R.) from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses. If for some reason there is a dispute concerning an invoice and the dispute extends beyond one month, the owner will not be assessed a 1% penalty to that invoice.

5.3.2 In the event of termination by OWNER, CONSULTANT will be reimbursed for all charges and services rendered up to the effective date of termination.

5.3.3 Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices.

5.3.3 Any changes in compensation must be mutually agreed by and between the OWNER and the CONSULTANT and shall be incorporated in written amendments to this

agreement.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.1 Reuse of Documents

Any reuse of the services and documents provided under this agreement for purposes not intended, will be at the owners sole risk.

6.2 Controlling Law

This Agreement is to be governed by the law of the State of Wisconsin.

6.3 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by either party to perform in accordance with the terms hereof through no fault of the terminating party.

This contract may be cancelled by OWNER at any time with cause on 30 days written notice to the consultant. In the event of such cancellation, the CONSULTANT shall be entitled to payment determined on a pro rata basis for work or services satisfactorily performed.

OWNER may immediately terminate this contract if it does not obtain funding from retained fees portion of the Vilas County Land Records budget, or if funding cannot be continued at a level sufficient for payment for the services covered here. Termination must be written or faxed notice to the CONSULTANT within a reasonable time of OWNER receiving notice that sufficient funding is not available. OWNER is not obligated to pay for services that are provided after an effective date of termination, however the CONSULTANT shall be entitled to payment determined on a pro rata basis for work services satisfactorily performed, to the extent that funds are available. OWNER will not be assessed any penalty if the contract is terminated because of the decision of Wisconsin legislature or other funding source not to appropriate funds.

6.4 Indemnification

The CONSULTANT hereby agrees to indemnify the OWNER for all claims arising solely from negligent acts, errors or omissions of the CONSULTANT in the performance of professional services under this agreement.

6.5 Data ownership Assignment

The CONSULTANT assigns ownership of the data to the OWNER and its project participants for all deliverable products produced under this contract. The CONSULTANT agrees that the products and documents shall not be made available to nor used to prepare additional products for any individual or organization at any time without prior written approval by the OWNER.

6.5 Insurance

CONSULTANT shall maintain workers compensation insurance as required by Wisconsin statutes for all employees engaged in the work.

CONSULTANT shall maintain commercial liability, bodily injury and property damage insurance against any claims which might occur in carrying out this agreement. Minimum coverage shall be \$1,000,000 liability for injury or property damage including products liability and completed operations. CONSULTANT must provide motor vehicle insurance for all owned and unowned and hired vehicles that are used in carrying out the contract. Minimum coverage shall be \$1,000,000 per occurrence. Combined single limit automobile liability and property damage.

OWNER reserves the right to require higher or lower limits where warranted.

ARTICLE 7 - EXHIBITS AND SCHEDULES

7.1 The following Exhibits are attached to and made a part of this Agreement.

7.1.1 Attachment A – Detailed Project Specifications – consists of 6 pages

7.1.2 Exhibit B – Project Area Map for Vilas County - consists of 1 page.

7.2 This Agreement (consisting of pages 1 to 6, inclusive), together with the Exhibits and Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Vilas County, WI
OWNER

Ayres Associates Inc
CONSULTANT

J. M. Radtke

(Signature)

Kirk M. Contrucci

FRED RADTKE

(Typed Name)

Kirk M. Contrucci

CHAIRMAN, LAND RECORDS

(Title)

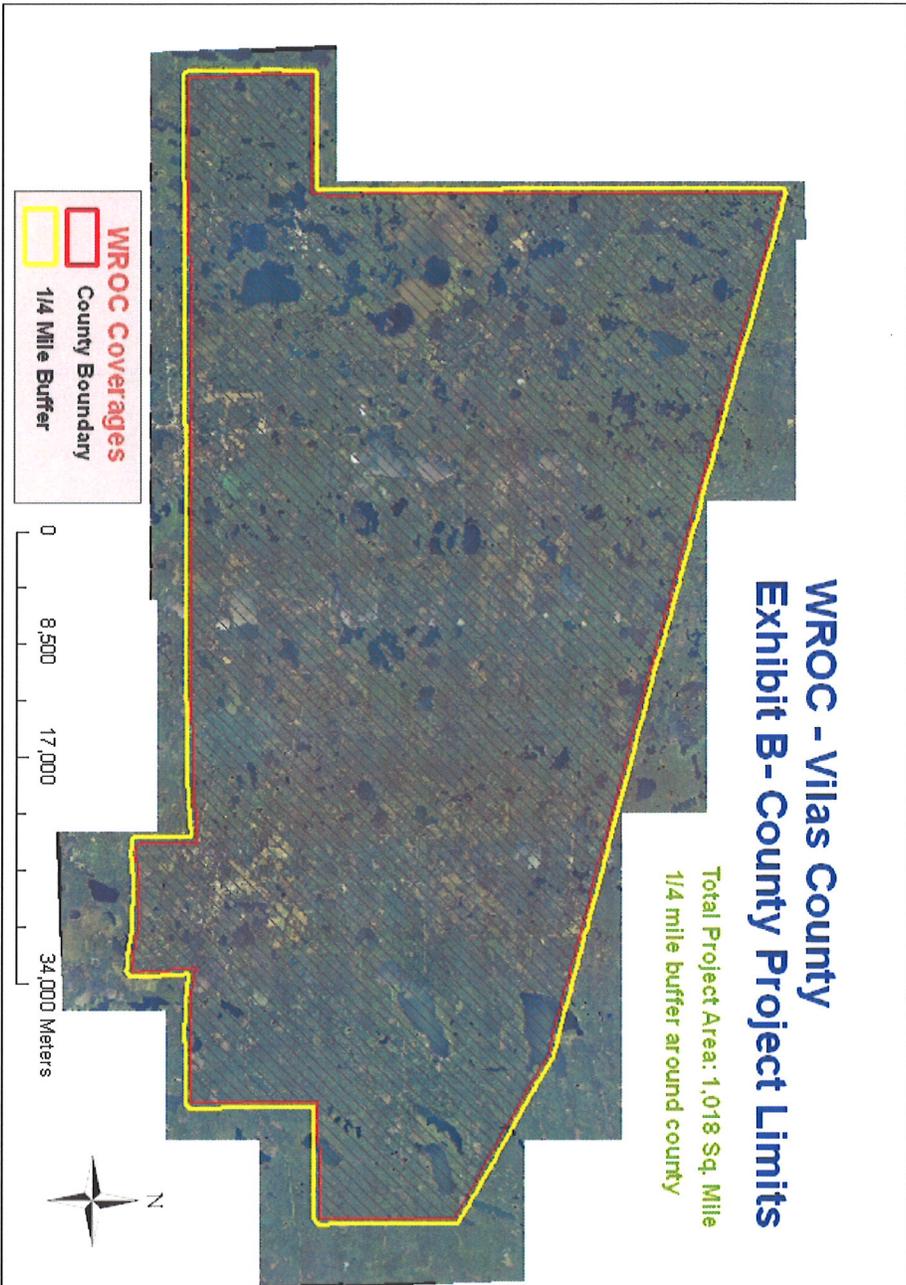
Vice President

(Date)

October 5, 2009

WROC - Vilas County Exhibit B - County Project Limits

Total Project Area: 1,018 Sq. Mile
1/4 mile buffer around county



AMENDMENT TO AGREEMENT

Amendment dated October 25, 2010

The Agreement for Professional Services made as of October 5, 2009 between Vilas County, Wisconsin (OWNER) and Ayres Associates Inc, 1802 Pankratz Street, Madison, Wisconsin 53704 (CONSULTANT) is hereby amended as set forth below. All terms and conditions of the original agreement, not altered or affected by this amendment, shall remain in full force and effect for the duration of the contract term.

ARTICLE 5 – PAYMENTS

5.1 Compensation for Services

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services rendered as follows:

5.1.1.1 Aerial photography, GPS Survey, and Softcopy Aerotriangulation	\$38,175.00
5.1.1.2 Analytical, orthophotography, and project reporting	\$22,915.50
Total Fees Not to Exceed.....	\$61,090.50

Partnership funding resulting from federal and state partnerships (in the amount of 20% of the countywide digital orthophotography fees) has been factored into the above fee total. The partnership is referred to as the Wisconsin Regional Orthophotography Consortium. In exchange for accepting this cost share, OWNER provides CONSULTANT permission to use OWNER's 12" resolution data to create an 18" resolution dataset that will eventually be placed into the National Map, and state and federal agency access to the 12" resolution data (for internal use only).

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

Vilas County
OWNER

Steve Favorite

Steve Favorite

Land Records Committee Chairperson

10/29/10

Ayres Associates Inc
CONSULTANT

(Signature)

(Typed Name)

(Title)

(Date)

Kirk M. Controcci

Kirk M. Controcci

Vice President

16 Nov 2010

22-12770

AMENDMENT TO AGREEMENT

Amendment dated October 21, 2009

The Agreement for Professional Services made as of October 5, 2009 between Vilas County, Wisconsin (OWNER) and Ayres Associates Inc, 1802 Pankratz Street, Madison, Wisconsin (CONSULTANT) is hereby amended as set forth below.

Article 4 – Periods of Services

4.3 The services called for in Article 1.1.4 – 1.1.6 will be completed and submitted by March 30, 2011.

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

<u>Vilas County, Wisconsin</u> OWNER <u><i>Fred Radtke</i></u> (Signature)	(Signature)	<u>Ayres Associates Inc</u> CONSULTANT <u><i>Kirk M. Contrucci</i></u> (Signature)
<u>Fred Radtke</u> (Typed Name)	(Typed Name)	<u>Kirk M. Contrucci</u> (Typed Name)
<u>Chairman, Land Records</u> (Title)	(Title)	<u>Vice President</u> (Title)
<u>11/4/09</u> (Date)	(Date)	<u>10-29-09</u> (Date)

AMENDMENT TO AGREEMENT

Amendment dated September 6, 2012

The Agreement for Professional Services (Agreement) made as of October 5, 2009 between Vilas County, Wisconsin (OWNER) and Ayres Associates Inc, 1802 Pankratz Street, Madison, Wisconsin (CONSULTANT) is hereby amended as set forth below. All other terms and conditions of the Agreement remain in full force and effect.

ARTICLE 1 - SCOPE OF SERVICES

Change in Basic Services.

- 1.1.7 Acquire and process a surface model using Light Detection And Ranging (LiDAR) technology. A two-foot contour surface will be developed for the entirety of the County, approximately 1017 square miles (including 500-ft buffer).
- LiDAR will be acquired at 1.1-meter posting and will support a bare earth terrain model that meets or exceeds RMSE values as specified by FEMA within Guidelines and Specifications for Flood Hazard Mapping Partners (April 2003) and USGS LiDAR Guidelines and Base Specifications v13.
 - LiDAR will be acquired in the spring of 2013, during leaf-off conditions and no snow cover.
 - Hydro-reinforced breaklines will be compiled. Additional break lines will be compiled as needed to develop surfaces meeting the required accuracies.
 - The LiDAR products will be prepared in horizontal and vertical coordinates shall be referenced to County coordinate system (NAD83 in Feet) and NAVD88.
 - Provide index map of project area in ESRI polygon shapefile, with file names and acquisition dates.
- 1.1.8 Collect ground control (index) points to support the LiDAR calibration.
- 1.1.9 Collect field survey vertical check points in 5-7 of the major land cover classifications within the project area and provide a National Standards for Spatial Data Accuracy (NSSDA) Test Report that meets criteria as outlined in FEMA's Guidelines and Specifications for Flood Hazard Mapping Partners.
- 1.1.10 Prepare FGDC compliant metadata for each deliverable product.
- 1.1.11 Final deliverable products to OWNER will include
- Final classified LiDAR point cloud LiDAR points, in .LAS and shapefile format
 - Raw LiDAR points, in .LAS and shapefile format
 - Breaklines, in ESRI PolylineZ format
 - Countywide 2-foot contours, ESRI PolylineZ files

- Digital Elevation Model (DEM), in ESRI GRID format
- Digital Surface Model (DSM), in ESRI GRID format
- Intensity Images
- copy of FGDC compliant metadata for all digital files in HTML and XML format
- National Standards for Spatial Data Accuracy (NSSDA) Test Report
- All data will be delivered in Vilas County Coordinates.

ARTICLE 4 - PERIODS OF SERVICE

Changes in Periods of Service

- 4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. If completion dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment. The expiration date of this agreement shall be March 31, 2016.
- 4.4.a The services called for in Article 1.1.7 –1.1.11 will be completed and submitted by September 30, 2013.

ARTICLE 5 – PAYMENTS

Changes in Compensation for Services

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services rendered as follows:

5.1.1.3 LiDAR Services (Articles 1.1.7 – 1.1.11)\$208,598.00

Total Fees Not to Exceed.....\$284,948.00
(includes services already completed under Articles 1.1.1 – 1.1.6)

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

Vilas County
OWNER
Stephen Favorite

(Signature)

Stephen Favorite

(Typed Name)

County Board Chairperson

(Title)

10/01/2012

(Date)

Ayres Associates Inc
CONSULTANT
Kirk M. Contrucci

Kirk M. Contrucci

Vice President

10/2/12

Re: Approve the Project Proposal for Professional Services to acquire countywide digital Light Detection And Ranging (LiDAR) Data and Federal Emergency Management Administration (FEMA) Control Survey and Report

1 **WHEREAS**, the Land Records Committee approved a contract for professional services
2 for the acquisition and processing of LiDAR data and the FEMA Control Survey and Report at
3 the July 20, 2012 Land Records Meeting; and

4 **WHEREAS**, acquiring LiDAR data is a step towards improving Vilas County's
5 Geographic Information System (GIS), development of an elevation base map with 2 foot
6 contour lines improving the data within the United States Geologic Survey (USGS) Topographic
7 Maps; enhancing planning for potential flood hazard areas, shoreland planning, storm water
8 management and runoff planning, communication tower placement, road and recreational trail
9 planning, forest planning, utility planning; providing accurate data to support future flood hazard
10 zoning ordinance enforcement and participation in the National Flood Insurance Program (NFIP)
11 to enable property owners to purchase affordable flood insurance; providing critical data
12 necessary for filing a Letter of Map Amendment (LOMA) to FEMA; aiding search and rescue
13 teams in the field; and

14 **WHEREAS**, Vilas County and Oneida County are coordinating a regional LiDAR
15 project for the purpose of increasing the data collection efficiency and maximizing Land Records
16 funds; and

17 **WHEREAS**, Vilas County is currently under contract for Photogrammetric and Remote
18 Sensing Professional Services from Ayers Associates and AeroMetric; and

19 **WHEREAS**, the attached document from Ayers Associates/Aerometric sets forth a
20 proposal for professional services for the purpose of acquiring and processing LiDAR data and
21 the FEMA Control Survey and Report in Vilas County; and

22 **WHEREAS**, the Land Records Committee recommends approving the attached project
23 proposal and pursuing an agreement for professional services with Ayers Associates/Aerometric
24 for \$208,598.00, with funding from retained fees, which is aid money initiated by the Wisconsin
25 Land Information Program for use in Land Information Modernization activities per §59.72 of
26 the Wisconsin State Statutes.

27 **NOW, THEREFORE, BE IT RESOLVED** by the Vilas County Board of Supervisors
28 in session this 18th day of September, 2012, that the Land Records Committee is authorized to
29 enter into an agreement based on the attached project proposal with Ayers Associates/Aerometric
30 for professional services to acquire and process LiDAR data and provide the FEMA Control
31 Survey and Report for all of Vilas County, with the cost of contract not to exceed \$210,000.00,

32 and being paid using retained fees Land Records Budget, Line Item No. 100.51735.988,
33 AERIAL PHOTOGRAPHY.

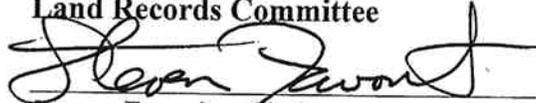
Fiscal Impact Statement:

- Included within Resolution
 - See Attached
 - Not applicable
- APPROVED AS TO FORM

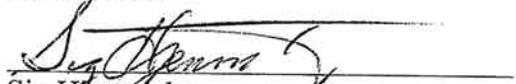

Corporation Counsel

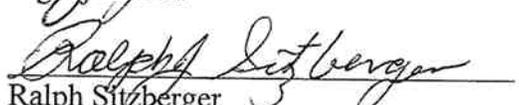
SUBMITTED BY:

Land Records Committee


Steven Favorite, Chair

Ed Bluthardt


Sig Hjemyck


Ralph Sitzberger

Fiscal Note/Comment: Land Records has carried over fund balance accumulated from retained fees and this carryover fund balance appears sufficient to fund this project and it will be utilized extensively and almost in its entirety for this project.

AMENDMENT TO AGREEMENT

Amendment dated June 24, 2014

The Agreement for Professional Services (Agreement) made as of October 5, 2009 between Vilas County, Wisconsin (OWNER) and Ayres Associates Inc, 5201 East Terrace Drive, Suite 200, Madison, Wisconsin, (CONSULTANT) is hereby amended as set forth below. All other terms and conditions of the Agreement remain in full force and effect.

ARTICLE 1 - SCOPE OF SERVICES

Change in Basic Services.

- 1.1.12 Obtain digital aerial imagery during the spring of 2015 using a calibrated digital photogrammetric camera. Aerial imagery will be suitable for the production 4-band (RGB-NIR) orthoimagery at 6-inch ground pixel resolution. Aerial imagery will be planned and collected with full stereo-coverage, 30% sidelap and 60% forward overlap (+/- 5%). The aerial image acquisition will be county-wide (1018 square miles).

The aerial imagery will be acquired during spring leaf-off conditions and when the sun angle is 30 degrees or greater above the horizon.

- 1.1.13 Collect control for the project using Inertial Measurement Unit (IMU), Airborne Global Positioning System (ABGPS) and ground-based GPS technology.
- 1.1.14 Prepare an analytical aerotriangulation solution for the aerial imagery to support digital orthoimagery meeting American Society for Photogrammetry and Remote Sensing (ASPRS) Class II standards for the appropriate mapping scale.
- 1.1.15 Prepare 6-inch resolution 4-band (RGB-NIR) digital orthoimagery for 1"= 100' scale mapping for the Vilas County project area which will meet ASPRS Class II standards.
- The orthoimagery tiling structure will follow PLSS sections, delivered in uncompressed, TIFF format (with world file) and will be accompanied by a tiling schematic in ESRI format.
 - Orthoimagery will include MrSID format compressed mosaics of the tiles and the entire ortho project area.
 - Orthoimagery MrSID and TIFF deliverables will extend 500 feet beyond the County boundary.
 - Deliverable products will be referenced to the Wisconsin County Reference System (WISCRS); North American Datum 1983 (HARN); and vertically geo-referenced to the North American Vertical Datum 1988. Units will be Survey Feet.

- 1.1.16 Final deliverable products to OWNER will include:

Orthoimagery Deliverables:

- 6-inch, 4-band orthoimagery tiles in uncompressed GeoTIFF format
- 6-inch, 4-band orthoimagery tiles in compressed MrSID format
- 6-inch, 4-band orthoimagery project wide mosaic in compressed MrSID format.

- Ground control locations in ASCII format
- FGDC compliant metadata
- Tile schematic in ESRI shapefile format

1.1.17 Collect building rooflines using the 6-inch resolution orthoimagery processed from the 2015 flight. The buildings will be digitized from the orthoimagery as two dimensional polygon features. All structures 10' x 10' and larger will be collected at the roofline. All features will be delivered in shapefile format. The building roofline data collection will be county-wide (1018 square miles).

- Deliverable products will be referenced to the Wisconsin County Reference System (WISCRS); North American Datum 1983 (HARN); and vertically geo-referenced to the North American Vertical Datum 1988. Units will be Survey Feet.

1.1.18 Prepare FGDC compliant metadata

1.1.19 Final deliverable products to OWNER will include:

Building Deliverables:

- Digital building footprint polygons in ESRI shapefile format
- FGDC compliant metadata in HTML or XML format

ARTICLE 4 - PERIODS OF SERVICE

Changes in Periods of Service

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. If completion dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment, as mutually agreed upon in writing by both parties. The expiration date of this agreement shall be March 31, 2020.

4.4.b The services called for in Article 1.1.12 –1.1.16 will be completed and submitted by December 31, 2015. The services called for in Article 1.1.17 –1.1.19 will be completed and submitted by December 31, 2016.

ARTICLE 5 – PAYMENTS

Changes in Compensation for Services

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services rendered as follows:

- 5.1.1.4 Orthophotography Services (Articles 1.1.12 – 1.1.16).....\$99,660.00
- 5.1.1.5 Building Collection Services (Articles 1.1.17 – 1.1.19).....\$47,340.00

**Total Fees Not to Exceed.....\$431,948.00
(includes services already completed under Articles 1.1.1 – 1.1.11)**

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

Vilas County, Wisconsin
OWNER

Ayres Associates Inc
CONSULTANT

(Signature)

(Typed Name)

Kirk M. Contrucci

(Title)

Vice President

(Date)

RESOLUTION 2014 - 38

Re: Budget Amendment – Commission on Aging

1 **WHEREAS**, the Greater Wisconsin Agency on Aging Resources, GWAAR, has been
2 authorized to make funds available to the Vilas County Commission on Aging through Title III
3 Grants; and

4 **WHEREAS**, the Agency has allocated to Vilas County an increase of \$7,740 for Title III
5 B Supportive Services; an increase of \$3,985 for Title III C1 Congregate meals; an increase of
6 \$4,748 for Title III C2 Home Delivered meals; an increase of \$427 for Title III D Preventive
7 Health; an increase of \$2,471 for Title III E National Family Caregivers Service Program; and a
8 decrease of \$3,155 for Nutrition Services Incentive Program (NSIP); and

9 **WHEREAS**, the Vilas County Commission on Aging recommends that the 2014 budget
10 be amended to allow for the increase/decrease in revenue and to authorize a corresponding
11 increase/decrease in expenditures as shown below:

Revenue or Expense	Line Item Number	Description	Amount
Revenue	260.51.43540	Aging-Title IIIB	\$7,740.00
Expense	260.51.54610.0948	Travel-IIIB	\$1,000.00
Expense	260.51.54610.0950	Supplies/Equip	\$2,000.00
Expense	260.51.54610.0956	Health and Wellness IIIB	\$2,740.00
Expense	260.51.54610.0960	Other	\$2,000.00
Revenue	260.51.43541	Aging-Title III-C-1	\$3,985.00
Expense	260.51.54612.0902	C1	\$3,985.00
Revenue	260.51.43542	Aging-Title III-C-2	\$4,748.00
Expense	260.51.54615.0903	Title III-C2	\$4,748.00
Revenue	260.51.43591	Aging-Title IIID	\$ 427.00
Expense	260.51.54630.0905	Title IIID	\$ 427.00
Revenue	260.51.43555	Title III E-Federal	\$2,471.00
Expense	260.51.54625.0904	Title III E	\$2,471.00
Revenue	260.51.43544	Aging, USDA C1 (Fed)	-\$3,155.00
Expense	260.51.54612.0906	USDA-C1	-\$3,155.00

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35 **NOW, THEREFORE, BE IT RESOLVED** by the Vilas County Board of Supervisors
36 in session this 22nd day of July, 2014 that the 2014 budget is amended by the amount of the funds
37 received, and the Finance Director is directed to record such information in the official books of
38 the County for the year ending December 31, 2014.

39 **BE IT FURTHER RESOLVED** that the County Clerk is instructed to publish a Class 1
40 notice within 10 days of these amendments informing the public of these particular changes.

FISCAL COMMENT:

- Included within Resolution
- See Attached
- Not applicable

Finance Director _____

H. R. REVIEW

- Approved
- Not applicable

Human Resources Director

APPROVED AS TO FORM

Corporation Counsel

SUBMITTED BY:

Mary Kim Black
Vilas County Supervisor

RESOLUTION 2014 - 39

Re: Town of St. Germain Zoning Ordinance Changes – Dead End Streets and Cul de Sacs

1 **WHEREAS**, the attached amendments to the Town of St. Germain Zoning Ordinance
2 Chapter 5 were adopted as final by the St. Germain Town Board on the 7th day of July, 2014,
3 after the Public Hearing that was held before the St. Germain Planning & Zoning Committee on
4 the 9th day of June, 2014; and

5 **WHEREAS**, the Vilas County Board of Supervisors must approve these amendments
6 prior to them taking effect and Wis. Stat. §60.62(3) provides for such procedure; and

7 **WHEREAS**, the Vilas County Zoning & Planning Committee has reviewed these
8 amendments for conformity with all applicable Vilas County Ordinances and recommends
9 approval of the attached amendments.

10 **NOW, THEREFORE, BE IT RESOLVED** by the Vilas County Board of Supervisors
11 in session this 22nd day of July, 2014 that the attached amendments to the Town of St. Germain
12 Zoning Ordinance are approved pursuant to Wis. Stat. §60.62(3).

FISCAL COMMENT:

- Included within Resolution
- See Attached
- X Not applicable

Finance Director

H. R. REVIEW

- Approved
- X Not applicable

Human Resources Director

APPROVED AS TO FORM

Corporation Counsel

SUBMITTED BY:

Zoning & Planning Committee

Ken Anderson, Chair

Chuck Hayes

Steve Doyen

Carolyn Ritter

Vernon Wiggerhauser

Changes to Town of St. Germain Zoning Ordinances
June 2014

LAND DIVISION

5.15 DESIGN STANDARD

(1) Roads

- (j) ~~Permanent dead-end streets or cul-de-sacs shall not be longer than 2,500' and terminate with a turnaround having an outside roadway diameter of at least 66'~~

CHAIRMAN

G. Steven Burrill

VICE CHAIRMAN

Carl Ruedebusch

TREASURER

DENISE JANTZEN

SECRETARY

Dick Leinenkugel

DIRECTORS

*Phil Albert
Emil Bakka
Anne Derber
David Juday
Mary Cole Laub
Lori Collins
Emerson Coy
John Hanson
Bill Lothe
John McGraw
Barry McLeane
Laurie Oungst
Mark Rogacki
Jim Tuckwell
Joni Theobald
Vernon
Wiggenhauser*

EX OFFICIO MEMBERS

*Elizabeth Burmaster
Ron Skallerud
Chris Stark*

EXECUTIVE DIRECTOR

Bob Egan

PROJECT MANAGER

Barry W. McLean

Executive Directors Report July 2014

Between the three incubators there are about 54 jobs.

**The combined annual payroll for the businesses in the incubators for 2014 will be:
\$985,600.00**

X 6 – A conservative average # of times payroll dollars turn in the community.

**-----
\$5,913,600.00 Economic impact to the County.**

Because of Vilas Counties investment in Economic Development there have been two individuals that in the last 12 months have invested in excess of \$600,000.00 to purchase and renovate buildings that are being used as incubators for new and evolving businesses in the areas of retail, commerce, and manufacturing.

By the end of March 2014, though the eseed classes, we have educated or mentored 29 businesses, as startups or expansions of existing businesses. The new E-Seed class will begin October 1, 2014 and we already have strong interest.

It was just announced that two of our eseed graduates won second and third place in the Eagle River Revitalization business plan contest.

Quick Books Class through Nicolet College will be held in our incubators October 13 thru October 29. This will be 6-session 2 ½ hour class.

Six weeks ago 4 of the 5 grant applications for broadband we partnered with the providers were awarded in excess of \$230,000 the total PSC (Public Service Commission) grant for the state was \$500,000.00. The credit for the success of obtaining these grants goes to Carl Ruedebusch, Lori Collins and Chris Stark.

David Juday has been working with two businesses with products related to the fishing industry. One is an existing business ready to grow and the other is a startup. He is lending his manufacturing expertise to improve and streamline their manufacturing processes.

One week ago our Vilas County Economic Development loan committee made our first loan in conjunction with Central Wisconsin Economic Development Revolving Loan fund to Deep Freeze/Blue Tipz who will be relocating their manufacturing to our Highway 70 Business Park incubator. In addition our Northwoods Angels group is also investing in these two companies.

Bill Lothe and I met with members of the Lac du Flambeau tribe last month to discuss their broadband initiative and the direction they are taking it. They have gathered all the cost and demographic information and are now working on an implementation plan for moving forward.

Monday July 7, 2014 Cindy Polzin, Senior Director of Legislative and Local Affairs for Govern Scott Walker will be coming to Vilas county to meet with the Tourism and Publicity Committee and the Economic Development Committee. She will also be meeting with Chamber Directors and touring Vilas Counties Business Incubators

Business Incubator Report:

Incubator Committee: John Hanson, Carl Ruedebusch
Project Manager, Barry McLeane

As the Eagle River Business Incubator (ERBI) continued to grow its occupancy, the team realized that additional space would be needed before long. To that end we spoke to the landlord and asked if he had any short term plans for the west portion of the current building. He said that no such plans were imminent and we could refurbish the space as long as there was no cost to him. In addition, there would need to be a new lease. We agreed and it took about three months to ready the space for occupancy, including two new offices and an additional classroom.

Current Occupants ERBI:

StitchIt - Our first tenant continues to grow. Having now completed the e-seed entrepreneurial class, established a web page and Facebook page with the help of Neil Roberts (our media advisor), Chris has been able to justify a 2nd computerized embroidery machine and looks forward to hiring an employee.

a'la carte Care - Since moving to Vilas from Lincoln County the company has prospered adding at least six new positions. They have occupied the space for just over a year and continue to look for additional caregivers in Vilas County.

Computer Success: This company, a startup, buys and rehabs computers in bulk and sells them on Ebay. Dan has already hired part time help and is looking to expand his space as well, probably this Spring. In addition, he will be hiring additional tech help as well. They do network design, implementation, and administration as well as off-site data storage. On-site service and support is also available.

Second Generation Enterprises - Devon Kobylinsky has helped his family establish several "Little Cesar" food franchises in the UP. During that process he became very familiar with the special accounting systems necessary and decided that other potential franchisees might want to use his specialized knowledge. Moving to Vilas County and into the ERBI office is the first step.

Bukowski Sales, LLC - These two businesses desired a move to the Northwoods from Chicago with the intention of operating out of their home. 1. a farm implement sales position and 2. a United Healthcare Counselor. After realizing that satellite internet service was not nearly fast enough for either of these endeavors and needing the kind of privacy that the library or coffee shop can't offer, they came to us as a final resort.

Eagle River Arms - Andy Skarbek is a federally licensed arms dealer who is bringing Concealed Carry classes along with firearms safety training to the area. He is working on his business plan to create a retail outlet, classrooms, and indoor shooting range to the area.

During this same period we began to realize that the western portion of Vilas County was probably being under served. To that end, the team began the search for a western Vilas location. We found a location and an interested investor. We also found River Valley Bank very easy to work with when they found out what our mission was. Thanks to Carl Ruedebusch and RVB we were able to start remodeling mid June 2013 and have our Grand Opening of the Manitowish Waters Business Incubator (MWBI) on

August 3rd, 2013. With this location we decided to incorporate some potential retail space since most communities in the area were feeling a need for new retail in their downtowns. Again, the interest was almost immediate, allowing us to stick to our twofold mission: ①Provide opportunity for start-up or expansion and ②Create jobs as a result. Every single job we create and every empty location we fill is a victory.

Current Occupants MWBI:

Winchester Wooden Boat Co. - Purchased in late 2013 by Mr. Zane Bussler and moved into a manufacturing facility in Presque Isle, the idea is to go from being able to sell 6-7 handmade musky row boats per year to as many as 20 or more. In order to do so it was acknowledged that additional exposure would be necessary. To that end a sales office might be needed. As a direct result, there are currently four new jobs in Vilas County at the facility and an office position in MWBI

Girls on the Run, Northwoods Council - Operated out of a home in Oneida County for ten years, this self esteem building 501c3 for young girls was bursting at the seams. They needed to hire an Executive Director, but first needed to find a start up location in order to have a place for that person to call "office". With funds being at a premium, they contacted MWBI. We explained our terms, they agreed, and moved in Nov.2013. They have since hired a part time ED and Program Director.

McNutt Group DBA Wooden Products - David McNutt had been working with area contractors for many years designing and installing kitchens, baths, cabinets, doors etc. At the same time, he had been considering offering his services to the public for some time. MWBI offers him the opportunity to test the retail market. He will be moving his showroom from Iron County to Vilas County and opening for business later this Spring.

Our Wisconsin Magazine - Mike Beno has edited the magazine out of his home in Presque Isle since the beginning. Having recently taken over publishing responsibilities as well the space was getting over run. We stayed in touch with Mike for several months and when he was ready, moved him into one of the larger front offices in March 2014. Mike has already hired two part time assistant editors and has at least one more desk position available.

In May of 2013 Vilas County Economic Development Corp. began working with Mr. David Juday who's families' dream and vision is to create manufacturing jobs in Vilas County. An offer was made on a 13,000 sq. ft. manufacturing facility in Eagle River, it was noted that there could be some environmental issues with the property. A DNR plant recovery grant was applied for and received to cover the cost of the cleanup. The DNR signed off on the property October 27, 2014 and the Closing was October 28th. Numerous upgrades to the facility have been or are in the process of being completed,

Current Occupants Hwy 70 Business Park:

Pier of d' Nort – Mr. Carl Surges owns and operates a pier manufacturing business in St. Germain, Wisconsin. As a spinoff to his pier business, is the manufacturing and

marketing high-end artist easels. Carl is utilizing the Business Park for shipping, warehousing, and in the future, assembly of this product.

Advanced Driving School – 1st Choice Safety Trainers. – Dave & Chris Mac are the owners of both companies. Back in 2000 . The Mac's started driving school Hurley-Ironwood area, since that time, they've instructed over 8000 students. They feel with the local high schools either cutting back or eliminating their driver education programs, there will be a strong market for their services. 1st Choice Safety Trainers has been given a contract by OSHA to provide safety training throughout the area.

Computer Success – Daniel Krajewski maintains a retail office at ERBI but utilizes the Manufacturing incubator for the refurbishing and repair of computer.

