



# Sawyer County

## Agenda

County Board of Supervisors Meeting  
Thursday, June 17, 2021 @ 6:30 PM  
Large Courtroom; Sawyer County  
Courthouse/Virtual Meeting

Page

### 1. CALL TO ORDER

- a. The public is **strongly encouraged** to access the public meeting remotely due to public health and safety concerns. To view or participate in the **virtual meeting** from a computer, iPad, or Android device please go to <https://zoom.us/j/95015680309>. You can also use the dial in number for listening only at **1-312-626-6799** with the Webinar ID: 950 1568 0309. If additional assistance is needed please contact the County Clerk's Office at 715-634-4866 prior to the meeting. This meeting will be recorded and will be available on our website at: <https://sawyercountygov.org>
- b. If you are on a computer, click the "Raise Hand" button and wait to be recognized.
- c. If you are on a telephone, dial \*9 and wait to be recognized.

### 2. ROLL CALL

### 3. PLEDGE OF ALLEGIANCE

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

### 5. MEETING AGENDA

### 6. PUBLIC COMMENTS

- a. At this time, members of the public will be given the opportunity to address the Board on items not on the agenda. Please adhere to the following when addressing the Board:
  - Comments will be limited to 3 minutes or less per individual.

- Comments should be directed to the Board as a whole and not directed to individual Board members.
- The Board cannot respond to your comments during this time.
- Please sign in and fill out a public comment sheet if you wish to speak on an item.

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

5 - 7

- a. [5.20.21 County Board Minutes DRAFT](#)

## **8. APPOINTMENTS**

- a. Zoning Board of Appeals Re-appointment -- Dee Dobilas and Steve Kelsey

## **9. COVID UPDATE**

## **10. PUBLIC SAFETY COMMITTEE CHAIR REPORT**

8

- a. Criminal Justice Coordinating Committee Update  
JusticePoint Presentation and Update
- b. Letter of Commendation - Chief Joe Sajdera; Recognition of Sheriff's Department Staff  
[Letter of Commendation](#)
- c. Lifesaving Award - Deputy Ryan Schick
- d. Medal of Valor Award - Sgt. Nick Al-Moghrabi
- e. Community Service Medal - Chris Headley

## **11. ZONING COMMITTEE CHAIR REPORT**

9 - 24

- a. Zone District Map Amendment RZN #21-005  
[Staff Report to CB for RZN #21-005](#)  
[Resolution for RZN #21-005](#)

25 - 31

- b. Zoning Ordinance Amendment -- Section 6.6 Trailer Camps and Campgrounds  
[Summary to CB for Section 6.6 Ordinance Amendment](#)  
[Resolution to amend Sawyer County Zoning Ordinance Sec 6.6- Trailer Camps and Campgrounds](#)

## **12. PUBLIC WORKS COMMITTEE CHAIR REPORT**

32 - 34

- a.

	Petition for Disaster Damage Aids for County Road N (discussion and possible action) <a href="#">CTH N 2021 Flood Damage</a>
35 - 59	<ul style="list-style-type: none"> <li>b. Construction Contract with Venture Architects (discussion and possible action) <a href="#">B133-2019 - Sawyer County Courts Addition Remodeling Venture Architects Contract</a></li> <li>c. Construction Contract with Miron Construction (discussion and possible action)</li> <li>d. Courthouse Remodeling Update</li> <li>e. American Rescue Plan Act Funding Presentation</li> </ul>
	<b>13. LAND, WATER, AND FOREST RESOURCES COMMITTEE CHAIR REPORT</b>
60 - 64	<ul style="list-style-type: none"> <li>a. Forestry Ordinance (discussion and possible action) <a href="#">2021-05-26 County Forestry Ordinance</a></li> </ul>
	<b>14. HEALTH AND HUMAN SERVICES BOARD CHAIR REPORT</b>
	<ul style="list-style-type: none"> <li>a. Update on Oasis Group Home Status</li> </ul>
	<b>15. FINANCE COMMITTEE CHAIR REPORT</b>
65 - 69	<ul style="list-style-type: none"> <li>a. Norvado Broadband Expansion Proposal for July 27th Grant Deadline (discussion and possible action) <a href="#">Broadband County Participation</a> <a href="#">Broadband Maps</a></li> <li>b. Mosaic Broadband Expansion Proposal for July 27th Grant Deadline (discussion and possible action)</li> </ul>
	<b>16. ECONOMIC DEVELOPMENT &amp; UW EXTENSION COMMITTEE CHAIR REPORT</b>
70 - 71	<ul style="list-style-type: none"> <li>a. <a href="#">Economic Development mission statement v2</a></li> </ul>
	<b>17. COURTHOUSE REMODELING UPDATE</b>
	<b>18. COUNTY ADMINISTRATOR'S REPORT</b>
72	<ul style="list-style-type: none"> <li>a. <a href="#">Administrator's Report 2021-06 Preliminary</a></li> </ul>

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

**DISCLAIMER:**

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

***Mission Statement:*** *The Sawyer County Board of Supervisors will strive to provide excellent services and responsible leadership to protect and enhance Sawyer County citizens, businesses, and resources, while preserving our unique heritage.*

**Minutes of the May 20<sup>th</sup> meeting of the Sawyer County  
Board of Supervisors  
Large Courtroom; Sawyer County Courthouse/Virtual**



<b>Voting Committee Members Present (X)</b>	<b>District</b>	<b>Wards</b>
<input checked="" type="checkbox"/> Dale Schleeter	01	T Lenroot W-1, T Hayward W-7, C Hayward W-5 & 6
<input checked="" type="checkbox"/> Jesse Boettcher-Virtual	02	T Lenroot W-2, T Round Lake W-1
<input checked="" type="checkbox"/> Tweed Shuman	03	T Hayward W-1 & 2
<input checked="" type="checkbox"/> Stacey Hessel	04	T Hayward W-1 & 3
<input checked="" type="checkbox"/> James H. Schlender, Jr.	05	T Hayward W-5 & 6
<input checked="" type="checkbox"/> Marc D. Helwig	06	C Hayward W-1 & 2
<input checked="" type="checkbox"/> Thomas W. Duffy	07	C Hayward W-3 & 4
<input checked="" type="checkbox"/> Bruce Paulsen	08	T Bass Lake W-1 & 2
<input checked="" type="checkbox"/> Brian Bisonette-Virtual	09	T Bass Lake W-3 & 4
<input checked="" type="checkbox"/> Chuck Van Etten-Virtual	10	T Sand Lake, T Edgewater W-1
<input checked="" type="checkbox"/> Dale Olson - Virtual	11	T Edgewater W-2, T Bass Lake W-5, T Hayward W-8, T Meteor, T Couderay, V Couderay
<input checked="" type="checkbox"/> Dawn Petit-Virtual	12	T Spider Lake, T Round Lake, W-2, T Winter W-1
<input checked="" type="checkbox"/> Ron Kinsley	13	T Hunter, T Radisson W-1, T-Ojibwa W-1, V Radisson
<input checked="" type="checkbox"/> Ron Buckholtz	14	T Radisson W-2, T Ojibwa W-2, T Weirgor, V Exeland, T Meadowbrook
<input checked="" type="checkbox"/> Ed Peters	15	T Winter W-2, T Draper, V Winter

**Call to Order/Pledge of Allegiance**— Chair Tweed Shuman called the meeting to order at 6:30 pm. Roll Call was taken; quorum met.

**Certification of Compliance** with the open meeting law was met.

**Public Comments**

**Minutes** – A motion was made by Mr. Olson to approve the minutes of the April 20, 2021, meeting; second by Mr. Duffy. Motion carried without negative vote.

**Appointments** – A motion was made by Mr. Helwig; second by Mr. Paulsen to appoint Ms. Hessel to the open position on the PACE Commission. Motion carried without negative vote.

**Zoning Committee Chair Report** – Mr. Buckholtz reported that the zoning office continues to receive a record number of zoning requests. Mr. Koslowski presented a resolution for Case #21-004, Zachary and Kelly White, to rezone from F-1 to A-2 for the purpose of hobby farming. This resolution was passed at the April 16, 2021 Zoning Committee meeting. A motion was made by Mr. Olson; second by Mr. Paulsen to approve the request. Motion carried without negative vote.

**Public Safety Committee Chair Report** – Mr. Schlender advised that the jail is currently at 85% capacity and law enforcement calls are up slightly over last year at this time. JusticePoint continues to work on the application for the TAD grant funding for a diversion program and drug court which would satisfy one of the remaining requirements to receive a second Judge for the County.

**Public Works** – Mr. Kinsley reported that the new heating system in the jail is installed and the airport is in the process of repaving the approach to the runway. A Quit Claim Deed for that part of Airport Road discontinued by Highway Order 387701 was presented. A motion was made by Mr. Paulsen; second by Mr. Helwig to approve this Quit Claim deed. Motion carried without negative vote.

Mr. Kinsley advised that the Courthouse Construction Ad Hoc Committee completed the interview process for hiring the at-risk construction manager company for the courthouse remodel project, and the committee recommends that Miron Construction be hired for this purpose. Four companies were interviewed on May 7<sup>th</sup>. A motion was made by Mr. Helwig; second by Mr. Duffy to approve the hiring of Miron Construction as the at-risk construction manager. Motion carried with a vote of 14-1.

**Land, Water, and Forest Resources Committee Chair Report** – An over-the-counter land sale in the Town of Bass Lake #002169033100 was presented. A motion was made by Mr. Buckholtz; second by Mr. Duffy to approve this land sale request. Motion carried without negative vote.

A resolution from LCO Tribal Governing Board in support of Sawyer County to participating in ATV/UTV Trails Aids Applications was presented. A motion was made by Mr. Helwig; second by Mr. Buckholtz to approve this resolution partnership. Motion carried without negative vote.

A resolution authorizing an increase to the 2020 Sawyer County ATV-Snowmobile projects budget for the purchase of a utility tractor was presented. Our current tractor is now out of OSHA compliance and the new tractor would replace the existing piece of equipment. A motion was made by Mr. Buckholtz; second by Mr. Duffy to approve this resolution. Motion carried without negative vote.

Mr. Paulsen reported that stumpage sale bids are at a record high number and congratulated the department staff on doing a good job of managing the sales.

**Covid-19 Update** – Ms. Lyons presented the May Covid Update. The State is currently in a Yellow risk level; Sawyer County is at Orange level but the number of positive cases continues to decline. Vaccinations within the County are at 44.7% or 7,362 people who have had at least one dose of a vaccine. Individuals who wish to call for an appointment for a vaccine can call 715.634.4806 or attend the vaccination clinic at the LCO Casino on June 2<sup>nd</sup> from 10 am to 6 pm.

**Health and Human Services Board Chair Report** – Mr. Schleeter reported on the activities of the Health and Human Services departments.

**Finance Committee Chair Report** – Mr. Paulsen presented a request to close the FLEX/HRA account at Johnson Bank for non-use. A motion was made by Mr. Buckholtz; second by Mr. Duffy to approve this request. Motion carried without negative vote.

Mr. Paulsen reported that the County has been allocated \$3.2M dollars of American Rescue Plans funds and the towns/villages approximately \$1.4M. He recommended that defining how these funds will be spent should begin now.

A \$100M broadband expansion grant in the Governors' bill has been announced, and grant applications must be received by the end of July. There are several vendors who have projects underway and if they come to fruition, the Sawyer County/LCO Economic Development Corporation in cooperation with the County Economic Development/UW-Extension Committee will be on the June Board agenda.

**Economic Development and UW-Extension Committee Chair Report** – Mr. Schlender reported on the pending partnership between the Hayward Area Historical Society and the tribal Kinneman School. He presented a Mission/Purpose statement for the Economic Development/UWEX Committee. A motion was made by Mr. Paulsen; second by Mr. Buckholtz to send the mission statement back to committee for clarification on the items listed in the reporting relationship section. A roll call vote resulted in eight "yes" votes (Schleeter, Shuman, Helwig, Duffy,

Paulsen, Bisonette, Petit, and Buckholtz) and seven “no” votes (Boettcher, Hessel, Schlender, Van Etten, Olson, Kinsley and Peters). Motion carried 8-7.

**Northwest Regional Planning Commission Resolution** – A resolution in support of adding a reference in Wis. Stat. § 70.11(2) to property owned by NWRPC as exempt from real property taxes was presented. The resolution was passed at the annual meeting of the County Supervisors. Mr. Rick Roeser explained the functions and services of NWRPC and why the request was being made. A motion was made by Ms. Hessel; second by Mr. Peters to accept this resolution. Motion carried with a vote of 11-4.

**Courthouse Remodeling Project** -- Mr. Hoff reviewed the status of the courthouse remodel project and advised that the Board will now be receiving monthly updates on phases of the project. The California Avenue street portion of the project should be complete by the end of June and the land swap with the City is underway.

**County Administrator’s Report** – Mr. Hoff presented a preliminary review of the Treasury’s Fiscal Recovery Fund Guidance. The County has received the first half of the funds and they are in an interest-bearing account. The Interim Final Guidelines link is available in the Board packet. The funds must be obligated or encumbered by the end of 2024 but not expended until the end of 2026.

It is budget review time and budget guidelines will be released to department heads at the end of May to begin the budget process.

**Correspondence, Reports from Conferences and Meetings, Other Matters for Discussion** -- Clerk Fitch announced the individuals who will be attending the September WCA Conference.

**Meeting Date/Time** – The next meeting of the County Board of Supervisors will be Thursday, June 17, at 6:30 pm in the Large Courtroom.

Meeting adjourned at 8:02 pm  
Minutes recorded by Lynn Fitch, County Clerk



# SAWYER COUNTY SHERIFF'S OFFICE

DOUGLAS D. MROTEK - SHERIFF

JOSEPH E. SAJDERA - CHIEF DEPUTY

May 28, 2021

To: Chief Deputy Joe Sajdera

From: Sheriff Doug Mrotek

Re: Letter of Commendation

Chief Deputy Sajdera,

It is with great pride and honor that I write this letter, commending you on a job well done. You have a steady history of going above and beyond at the Sawyer County Sheriff's Office, and words cannot express the appreciation on all levels and in all divisions of this agency.

Most recently, we faced a nightmare with multiple COVID positive inmates and jail staff. This created a challenge with inmate housing and jail staffing issues. Adding to the difficulty, Lt. Johnson was on vacation and Sgt. Woller, who was filling in for the lieutenant, was unable to continue those duties through no fault of his own. During this time, you worked countless extra hours, covered multiple other agency positions, all while handling your chief deputy duties, and did so with your ever-present positive attitude.

The Sawyer County Sheriff's Office continues to benefit from your hard work, dedication and experience. This Letter of Commendation is a small token of the great appreciation I have for you, your great work ethic and your counsel. I am very honored to work with a professional such as yourself. Thank you for all you do serving Sawyer County.

Respectfully,

Douglas D. Mrotek, Sheriff

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15880 FIFTH STREET • POST OFFICE BOX 567 • HAYWARD, WI 54843 • SAWYERCOUNTYGOV.ORG

ADMIN  
715-634-4858

FAX  
715-634-1309

DISPATCH  
715-634-5213

JAIL  
715-634-9120

FAX  
715-634-3845



## **Rezone Request STAFF REPORT FOR COUNTY BOARD**

Prepared By: Jay Kozlowski, Sawyer County Zoning Administrator

**File: # RZN 21-005**

**Applicant:**

Pinewood Properties LLC (Sisko's Resort)  
Adam Bodenschatz  
15437 County Hwy B  
Hayward, WI 54843



**Property Location & Legal Description:**

Part of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ; Parcel #012-740-14-2407; 1.45 Total Acres, excepting the West 100' leaving 1.42 total acres. Part of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ; Parcel #012-740-14-2404; 2.86 Total Acres. Part of the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ , Part of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , Part NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  Lot 1 CSM 36/43 #8376; Parcel #012-740-14-2414. Total Acres 10.94. Part of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , Lot 2 CSM 36/43 #8376; Parcel #012-740-14-4204; Total Acres .99; All in S14, T40N, R07W; Approximately 16.21 total acres. All zoned Residential/Recreational One (RR-1). Site address of 8677N County Hwy CC.

**Request:** Purpose of request is to rezone approximately 16.21 acres from Residential/Recreational One (RR-1) to Residential/Recreational Two (RR-2) to make the property conforming to its current use and allow more campsite additions. With granting of a rezone to Residential/Recreational Two (RR-2) the owners would then apply for a conditional use permit for a Resort and Campground expansion. Currently there is 34 existing campsites including 8 rental cabins and a main lodge. The proposed CUP which was approved would be for an additional 37 new sites with future plans for a lodge expansion further down the road.

**Summary of Request & Project History:**

Back in July of 2020 the Sawyer County Zoning Department observed what appeared to be new sites being created at the property listed above. After discussion with the applicant they agreed that some new sites were being cleared but not rented yet. At that point Sawyer County Zoning issued an order for correction letter with a cease a desist order for no additional clearing for sites without being approved a zone district change and a CUP for the campground expansion. Initially, The Sawyer County Zoning Department had an order for correction timeline set for November of 2020 to apply for the appropriate rezone and CUP. The applicant had applied for a request at that time for a proposed 31.3 acre rezone and a 150 site CUP which included land North of HWY CC along Lady Lake. This request was ultimately denied at The Town of Hunter level and subsequently was withdrawn prior to being heard at the Sawyer County Zoning Committee level. We now have a new request for the 16.21 acre rezone (not including land North of Hwy CC) with a total of 71 sites (37 new).

**Additional Information/details:**

See attached additional maps included in this packet. This request is just for the rezone being the zone district map change but also included in the packet is the proposed campground expansion. With the proposed campground expansion, the DNR Chippewa Flowage Property Manager was also contact by Sawyer County Zoning and The Town Hunter to weigh in on the Chippewa Flowage Restrictive Covenants. Certain areas of the Flowage hold greater bufferzone setback requirements as recorded on the Deed back from when North Central Power Company owned the majority if these lands. In conversation with the DNR the new proposed sites meet the required 100' no earth disturbance areas but some of the existing sites may be in violation. This was discussed further in detail during the Zoning Committee public hearing There is one other RR-2 zoned area approximately 1200' away. There are several other residential properties within this immediate area zoned RR-1 and several others zone F-1. Note on parcel -2407 that a 100' strip of RR-1 property the borders neighboring residential is not subject to the rezone. This is to keep a 100' buffer of (RR-1) from the proposed campground expansion to existing residential area.

The Town of Hunter as part of their comprehensive plan shows this subject rezone request area on their future map as "resort recreational" which also by the plan falls under the class of "commercial". The Town Comp Plan goes on to state that there is no single commercial core area found within the Town but are scattered.

**Zoning Committee Public Hearing Information:**

There were 4 opinion letters sent to property owners within 300'. 3 letters were returned, 2 with objections and 1 with no-objections, and read into record. There were several other individuals outside off the 300' area and several in attendance at the Zoning Committee Public Hearing that voiced their objections to the proposed rezone.

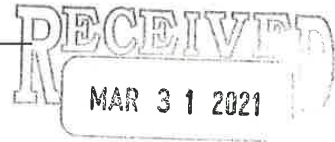
The Town of Hunter approved the rezone request on May 12, 2021 at The Town Board Meeting.

At the Sawyer County Zoning public hearing meeting on May 21, 2021 it was recommended for approval to County Board by a vote of 5-0 with the findings of facts determined as:

- 1) It would not be damaging to the rights of others or property values.
- 2) It would not destroy prime agricultural lands.
- 3) It would not create an objectionable view.
- 4) It complies with the Town Comprehensive Plan for Resort Recreational.

Rezone Application # 21-005

Town of Hunter  
Sawyer County



Return Original

To: Sawyer County Zoning and Conservation  
10610 Main Street, Suite 49  
Hayward, WI 54843

Phone: 715-634-8288  
E-mail: Kathy.marks@sawyercountygov.org

SAWYER  
ZONING ADMINISTRATION

Owner: Pinewood Properties LLC

Address: 15437W County Rd. B Hayward, WI 54843

Phone: 715-638-2345 Email: bodie@chequamegon.net

Legacy PIN # 43575, 43574, 15224, + Partial 15227 Acreage: 15.5 Approx

Change from District RR1 to RR2

Property Description: Existing Resort + Campground/RV Park

Purpose of Request: To make property conforming to its current use + Allow for more campsite additions through CLUP.

Pinewood Properties LLC (Adam Badenscheck) 122

\*Please Print & Sign (Property Owner)

The above hereby make application for a rezone. The above certify that the listed information and intentions are true and correct. The above person(s) hereby give permission for access to the property for onsite inspection by Municipal Officials.

Name, Address, Phone & Email of Agent:

Phone: Email:

Office Information: Fee: \$400.00

Date of Public Hearing 5-21-21

Rev. 1/2020

## Real Estate Sawyer County Property Listing

Today's Date: 4/5/2021

Property Status: Current

Created On: 2/6/2007 7:55:26 AM

**Description**

Updated: 4/16/2020

<b>Tax ID:</b>	15227
<b>PIN:</b>	57-012-2-40-07-14-2 04-000-000070
Legacy PIN:	012740142407
Map ID:	.8.7
Municipality:	(012) TOWN OF HUNTER
STR:	S14 T40N R07W
Description:	PRT SENW
Recorded Acres:	1.450
Calculated Acres:	2.253
Lottery Claims:	0
First Dollar:	No
Waterbody:	Chippewa Flowage
Zoning:	(RR1) Residential/Recreational One
ESN:	

**Tax Districts**

Updated: 2/6/2007

1	State of Wisconsin
57	Sawyer County
012	Town of Hunter
572478	Hayward Community School District
001700	Technical College

**Recorded Documents**

Updated: 4/16/2020

<b>WARRANTY DEED</b>	
Date Recorded: 7/2/2019	<a href="#">418590</a>
<b>TERMINATION OF DECEDENTS INTEREST</b>	
Date Recorded: 11/9/2017	<a href="#">409697</a>
<b>CORRECTION INSTRUMENT</b>	
Date Recorded: 6/3/2016	<a href="#">401352</a>
<b>CONVEYANCE RECORDED NOT USED</b>	
Date Recorded: 3/21/2016	<a href="#">400308</a>
<b>QUIT CLAIM DEED</b>	
Date Recorded: 4/7/2000	<a href="#">283244</a> 429/203 QCD702/7
<b>WARRANTY DEED</b>	
Date Recorded: 1/19/1989	<a href="#">212468</a>

**Ownership**

Updated: 7/30/2019

**PINEWOOD PROPERTIES LLC** HAYWARD WI**Billing Address:**

**PINEWOOD PROPERTIES LLC**  
 15437 COUNTY HWY B  
 HAYWARD WI 54843

**Mailing Address:**

**PINEWOOD PROPERTIES LLC**  
 15437 COUNTY HWY B  
 HAYWARD WI 54843

**Site Address** \* indicates Private Road

N/A

**Property Assessment**

Updated: 9/26/2016

**2021 Assessment Detail**

Code	Acres	Land	Imp.
G2-COMMERCIAL	1.450	68,500	0

**2-Year Comparison**

	2020	2021	Change
<b>Land:</b>	68,500	68,500	0.0%
<b>Improved:</b>	0	0	0.0%
<b>Total:</b>	68,500	68,500	0.0%

**Property History**

N/A

## Real Estate Sawyer County Property Listing

Today's Date: 4/5/2021

Property Status: Current

Created On: 2/6/2007 7:55:26 AM

**Description**

Updated: 4/16/2020

<b>Tax ID:</b>	15224
<b>PIN:</b>	57-012-2-40-07-14-2 04-000-000040
Legacy PIN:	012740142404
Map ID:	.8.4
Municipality:	(012) TOWN OF HUNTER
STR:	S14 T40N R07W
Description:	PRT SENW
Recorded Acres:	2.860
Calculated Acres:	2.184
Lottery Claims:	0
First Dollar:	No
Waterbody:	Chippewa Flowage
Zoning:	(RR1) Residential/Recreational One
ESN:	

**Tax Districts**

Updated: 2/6/2007

1	State of Wisconsin
57	Sawyer County
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Updated: 7/30/2019

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HAYWARD WI 54843

**Mailing Address:**

**PINEWOOD PROPERTIES LLC**  
15437 COUNTY HWY B  
HAYWARD WI 54843

**Site Address** \* indicates Private Road

N/A

**Property Assessment**

Updated: 9/26/2016

**2021 Assessment Detail**

Code	Acres	Land	Imp.
G2-COMMERCIAL	2.860	58,200	0

**2-Year Comparison**

	2020	2021	Change
<b>Land:</b>	58,200	58,200	0.0%
<b>Improved:</b>	0	0	0.0%
<b>Total:</b>	58,200	58,200	0.0%

**Property History**

N/A

## Real Estate Sawyer County Property Listing

Today's Date: 4/5/2021

Property Status: Current

Created On: 6/19/2019 8:47:14 AM

**Description**

Updated: 6/19/2019

<b>Tax ID:</b>	43574
<b>PIN:</b>	57-012-2-40-07-14-2 04-000-000140
Legacy PIN:	012740142414
Map ID:	
Municipality:	(012) TOWN OF HUNTER
STR:	S14 T40N R07W
Description:	PRT SENW, PRT NESW, PRT NWSE LOT 1 CSM 36/43 #8376
Recorded Acres:	10.940
Calculated Acres:	0.000
Lottery Claims:	0
First Dollar:	Yes
Waterbody:	Chippewa Flowage
Zoning:	(RR1) Residential/Recreational One
ESN:	443

**Tax Districts**

Updated: 6/19/2019

1	State of Wisconsin
57	Sawyer County
012	Town of Hunter
572478	Hayward Community School District
001700	Technical College

**Recorded Documents**

Updated: 7/30/2019

<b>WARRANTY DEED</b>	
Date Recorded: 7/2/2019	<a href="#">418590</a>
<b>CERTIFIED SURVEY MAP</b>	
Date Recorded: 6/10/2019	<a href="#">418155</a>
<b>TERMINATION OF DECEDENTS INTEREST</b>	
Date Recorded: 11/9/2017	<a href="#">409697</a>
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**Mailing Address:**

**PINEWOOD PROPERTIES LLC**  
15437 COUNTY HWY B  
HAYWARD WI 54843

**Site Address** \* indicates Private Road

**8677N COUNTY HWY CC** HAYWARD 54843

**Property Assessment**

Updated: 7/9/2020

**2021 Assessment Detail**

Code	Acres	Land	Imp.
G2-COMMERCIAL	10.940	728,900	210,600

**2-Year Comparison**

	2020	2021	Change
<b>Land:</b>	728,900	728,900	0.0%
<b>Improved:</b>	210,600	210,600	0.0%
<b>Total:</b>	939,500	939,500	0.0%

**Property History**

Parent Properties	Tax ID
57-012-2-40-07-14-2 04-000-000130	<a href="#">43573</a>

**HISTORY** [Expand All History](#)

White=Current Parcels Pink=Retired Parcels

- Tax ID: 15241 Pin: 57-012-2-40-07-14-4 02-000-000020 Leg. Pin: 012740144202 Map ID: .14.2**
- Tax ID: 15232 Pin: 57-012-2-40-07-14-3 01-000-000020 Leg. Pin: 012740143102 Map ID: .9.2**
- Tax ID: 15225 Pin: 57-012-2-40-07-14-2 04-000-000050 Leg. Pin: 012740142405 Map ID: .8.5**
- Tax ID: 15222 Pin: 57-012-2-40-07-14-2 04-000-000020 Leg. Pin: 012740142402 Map ID: .8.2**
- Tax ID: 43573 Pin: 57-012-2-40-07-14-2 04-000-000130 Leg. Pin: 012740142413**

43574

This Parcel



Parents



Children



## Real Estate Sawyer County Property Listing

Today's Date: 4/5/2021

Property Status: Current

Created On: 6/19/2019 8:47:16 AM



## Description

Updated: 7/31/2020

<b>Tax ID:</b>	43575
<b>PIN:</b>	57-012-2-40-07-14-4 02-000-000040
Legacy PIN:	012740144204
Map ID:	
Municipality:	(012) TOWN OF HUNTER
STR:	S14 T40N R07W
Description:	PRT NWSE LOT 2 CSM 36/43 #8376 SISKO FAMILY TRUST - LC
Recorded Acres:	0.990
Calculated Acres:	0.000
Lottery Claims:	0
First Dollar:	No
Waterbody:	Chippewa Flowage
Zoning:	(RR1) Residential/Recreational One
ESN:	443



## Tax Districts

Updated: 6/19/2019

1	State of Wisconsin
57	Sawyer County
012	Town of Hunter
572478	Hayward Community School District
001700	Technical College



## Recorded Documents

Updated: 7/31/2020

<b>LAND CONTRACT</b>	
Date Recorded: 6/30/2020	<a href="#">424755</a>
<b>CERTIFIED SURVEY MAP</b>	
Date Recorded: 6/10/2019	<a href="#">418155</a>
<b>TERMINATION OF DECEDENTS INTEREST</b>	
Date Recorded: 11/9/2017	<a href="#">409697</a>
<b>CORRECTION INSTRUMENT</b>	
Date Recorded: 6/3/2016	<a href="#">401352</a>
<b>CONVEYANCE RECORDED NOT USED</b>	
Date Recorded: 3/21/2016	<a href="#">400308</a>



## Ownership

Updated: 7/31/2020

<b>PINEWOOD PROPERTIES LLC</b>	HAYWARD WI
--------------------------------	------------

## Billing Address:

**PINEWOOD PROPERTIES LLC**  
15437 COUNTY HWY B  
HAYWARD WI 54843

## Mailing Address:

**PINEWOOD PROPERTIES LLC**  
15437 COUNTY HWY B  
HAYWARD WI 54843



## Site Address \* indicates Private Road

N/A



## Property Assessment

Updated: 7/9/2020

## 2021 Assessment Detail

Code	Acres	Land	Imp.
G2-COMMERCIAL	0.990	143,600	0

## 2-Year Comparison

	2020	2021	Change
<b>Land:</b>	143,600	143,600	0.0%
<b>Improved:</b>	0	0	0.0%
<b>Total:</b>	143,600	143,600	0.0%



## Property History

Parent Properties	Tax ID
<a href="#">57-012-2-40-07-14-2 04-000-000130</a>	<a href="#">43573</a>

HISTORY [Expand All History](#)

White=Current Parcels Pink=Retired Parcels

- Tax ID: 15241** Pin: 57-012-2-40-07-14-4 02-000-000020 Leg. Pin: 012740144202 Map ID: .14.2
- Tax ID: 15232** Pin: 57-012-2-40-07-14-3 01-000-000020 Leg. Pin: 012740143102 Map ID: .9.2
- Tax ID: 15225** Pin: 57-012-2-40-07-14-2 04-000-000050 Leg. Pin: 012740142405 Map ID: .8.5
- Tax ID: 15222** Pin: 57-012-2-40-07-14-2 04-000-000020 Leg. Pin: 012740142402 Map ID: .8.2
- Tax ID: 43573** Pin: 57-012-2-40-07-14-2 04-000-000130 Leg. Pin: 012740142413

43575

This Parcel



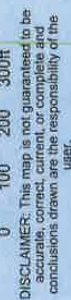
Parents



Children









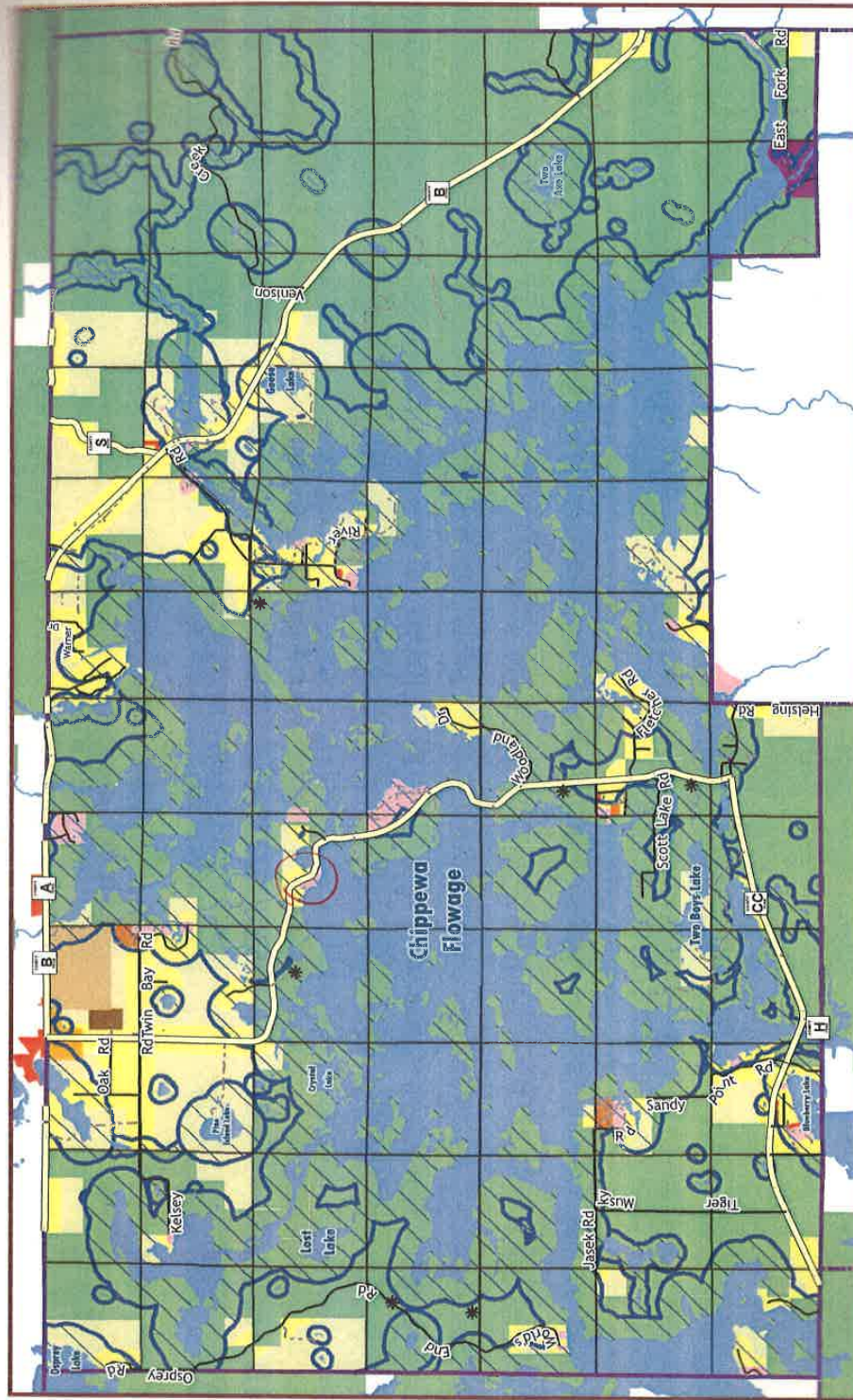


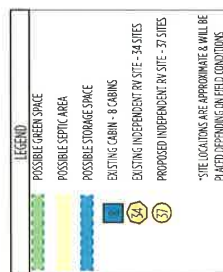
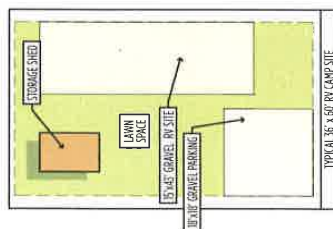




# Town of Hunter, Sawyer County, Wisconsin

- ◆ Agriculture
- ◆ Forest
- ◆ Forest Residential
- ◆ Commercial
- ◆ Industrial
- ◆ Mobile Home
- ◆ Mineral Extraction
- ◆ Resort Recreational
- ◆ Rural Residential
- ◆ Shoreland Residential
- ◆ Rural Activity Center
- ◆ County Highway
- ◆ State Road
- ◆ Local Road
- ◆ Township





SISKI'S PINE POINT RESORT  
8677 N COUNTY ROAD, HAYWARD, WI  
PLANNING REVIEW - MARCH, 2021 194.01



**SAWYER COUNTY BOARD OF SUPERVISORS  
RESOLUTION NO. \_\_\_\_\_**

**Case # RZN #21-005 Owners Name: Pinewood Properties LLC**

**RESOLUTION TO AMEND SAWYER COUNTY OFFICIAL ZONING MAP**

**WHEREAS**, Wisconsin law permits Sawyer County (the "County") to adopt certain zoning ordinances and amend its existing zoning ordinances, including amendments to the County's official zoning map;

**WHEREAS**, the owner of real property located at Part of the SE ¼ of the NW ¼; Parcel #012-740-14-2407. Part of the SE ¼ of the NW ¼; Parcel #012-740-14-2404. Part of the SE ¼ NW ¼, Part of the NE ¼ of the SW ¼, Part NW ¼ SE ¼ Lot 1 CSM 36/43 #8376; Parcel #012-740-14-2414. Part of the NW ¼ of the SE ¼, Lot 2 CSM 36/43 #8376; Parcel #012-740-14-4204. (the "Property"), and as more fully described as set forth in Exhibit A, which is attached hereto and incorporated herein, requested a rezoning of the Property's zoning designation from Residential/Recreational One (RR-1) to Residential/Recreational Two (RR-2) (the "Zoning Designation Amendment");

**WHEREAS**, the Sawyer County Zoning Committee (the "Zoning Committee"), at its meeting on May 21, 2021, reviewed the proposed Zoning Designation Amendment for the Property;

**WHEREAS**, the Zoning Committee voted to recommend ~~approval~~ denial of the proposed Zoning Designation Amendment to the Sawyer County Board of Supervisors ("County Board"); and

**WHEREAS**, the County Board determined, at its meeting on June 17, 2021 that adopting/denying the proposed Zoning Designation Amendment for the Property is warranted to protect the health, welfare and safety of its citizens.

**NOW, THEREFORE BE IT RESOLVED**, by the Sawyer County Board of Supervisors approves/denies the following:

1. Amendment to Official Zoning Map. The Property's zoning designation shall be amended to RR-2.
2. Additional Actions. The Sawyer County Department of Zoning and Conservation Administrator (or his/her designee) shall take all necessary steps to ensure that the amendment adopted herein is completed.

This Resolution is recommended for adoption/disapproval by the Sawyer County Board of Supervisors at its meeting on June 17, 2021 by this Sawyer County Zoning Committee on this May 21, 2021.

  
Ron Buckholtz, Chairman

\_\_\_\_\_  
Bruce Paulsen, Vice-Chairman

\_\_\_\_\_  
Dawn Petit, Member

\_\_\_\_\_  
Jesse Boettcher, Member

  
Tweed Shuman, Member

  
Stacey Hessel, Alternate Member

---

This Resolution is hereby adopted/disapproved by the Sawyer County Board of Supervisors this 17th day of June 2021.

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

\_\_\_\_\_  
Lynn Fitch  
County Clerk

## **EXHIBIT A**

Part of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ; Parcel #012-740-14-2407; 1.45 Total Acres, excepting the West 100' leaving 1.42 total acres. Part of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ; Parcel #012-740-14-2404; 2.86 Total Acres. Part of the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ , Part of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , Part NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  Lot 1 CSM 36/43 #8376; Parcel #012-740-14-2414. Total Acres 10.94. Part of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , Lot 2 CSM 36/43 #8376; Parcel #012-740-14-4204; Total Acres .99; All in S14, T40N, R07W; Approximately 16.21 total acres. All zoned Residential/Recreational One (RR-1). Site address of 8677N County Hwy CC.

Case #21-005

Owners Name: Pinewood Properties LLC



## SAWYER COUNTY ZONING & CONSERVATION DEPARTMENT

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

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

### **Summary of Ordinance Amendment for Sawyer County Zoning Ordinance Section 6.6 Trailer Camps and Campgrounds:**

The proposed ordinance amendment (attached) is in reference to campgrounds in Sawyer County. This amendment would not affect major recreational vehicles on private property but only campground operations. The Zoning Committee and Zoning Department has been working on these proposed amendments since June of 2020 where several portions of the ordinance were overdue for some changes since it was last amendment back in 2007. This proposed amendment started with a reconfiguration of deck sizes allowed on campers within campgrounds. During this rewrite process we then started looking at other elements of Section 6.6 that may require some additional modifications.

As many of you know "campgrounds" have seen a huge boom in the industry and in NW Wisconsin over the last decade and specifically over the last 3 years with no signs of slowing down. The campgrounds and campers that many have been accustomed too over the last few decades are no long the same. Campers now range from 20'-40' long and generally run 8' wide. The smaller "economy" size trailers are rarely seen in our area and the most common lengths are between 32-36'. Most of these are onsite all year or at least for 8 months out of the year if the owner wants to or has a place to store it in the winter.

Campgrounds themselves receive a bad stigma behind them in that "no one wants to live next to a campground". While on the flip side they do provide additional revenue and tourism to our area which is greatly needed. With that in mind the proposed changes would seek to balance adjacent property owners and campground owners by increasing the acreage needed for a new campground and limiting density within campgrounds. It would also increase setback distances from property lines. It would however, allow small sheds to be placed on individual campsites and gives more flexibility for deck configurations.

Again, these changes are just in reference to campground operations and does not affect private recreational vehicles on private property. The proposed changes would also be for new campgrounds, campground expansions, and new decks for existing and new. Existing campgrounds of operation would be "grandfathered" in to the Zoning Ordinance that was in affect at the time that initial campground was in operation or created.

If there is any additional questions or comments regarding these proposed changes feel free to contact me at the information provided on the top of this letter.

Thank you,

Jay Kozlowski, Sawyer County Zoning & Conservation Administrator



**SAWYER COUNTY BOARD OF SUPERVISORS  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO AMEND SAWYER COUNTY ORDINANCE, SECTION 6.6 Trailer  
Camps and Campgrounds**

**WHEREAS**, Wisconsin law permits Sawyer County (the “County”) to adopt certain zoning ordinances and amend its existing zoning ordinances;

**WHEREAS**, the County desires to amend its existing Sawyer County Ordinance Section 6.6 Trailer Camps and Campgrounds.

**WHEREAS**, the Sawyer County Zoning Committee (the “Zoning Committee”), at its meeting on May 21, 2021, reviewed the proposed Ordinance revisions to section 6.6 Trailer Camps and Campgrounds are attached hereto and incorporated into this Resolution as Exhibit A;

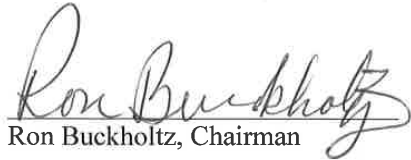
**WHEREAS**, the Zoning Committee voted to recommend approval/denial of the Ordinance Revisions to the Sawyer County Board of Supervisors (“County Board”); and

**WHEREAS**, the County Board determined, at its meeting on June 17, 2021 that adopting the Ordinance Revisions in the form set forth in Exhibit A are warranted to protect the health, welfare and safety of its citizens.

**NOW, THEREFORE BE IT RESOLVED**, by the Sawyer County Board of Supervisors that the Sawyer County Ordinances shall be amended as follows:

1. Adoption of section 6.6 Trailer Camps and Campgrounds shall be adopted in the County Zoning Ordinance.
2. Additional Actions. The Sawyer County Department of Zoning and Conservation Administrator (or his/her designee) shall take all necessary steps to ensure that the Ordinance Revisions adopted herein are completed and necessary renumbering of definitions for alphabetical order occur.

This Resolution is recommended for adoption to the Sawyer County Board of Supervisors at its meeting on June 17, 2021 by this Sawyer County Zoning Committee on this May 21, 2021.

  
Ron Buckholtz, Chairman

\_\_\_\_\_  
Bruce Paulsen, Vice-Chairman

\_\_\_\_\_  
Dawn Petit, Member

\_\_\_\_\_  
Jesse Boettcher, Member

  
Tweed Shuman, Member

  
Stacey Hessel, Alternate Member

\_\_\_\_\_  
This Resolution is hereby adopted by the Sawyer County Board of Supervisors this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Lynn Fitch  
County Clerk

## EXHIBIT A

### Proposed Zoning Ordinance Revision/Amendment

#### Sawyer County Zoning Ordinance Section 6.6 - Trailer Camps and Campgrounds

##### **6.6 TRAILER CAMPS AND CAMPGROUNDS**

Camping cabins and park model trailers must be located in a Federal, State, County, Town, or in a privately owned campground; the plan of which has been approved by the County Zoning Committee and appropriate State agency; and only "operational to public" from April 1 until December 1 with a "Manager or Designee" available twenty-four (24) hours per day.

**6.61** Minimum lot or parcel size - ~~five (5)~~ ten (10) acres

**6.62** Maximum number of sites - ~~10~~ five (5) per gross acre of campground, unless otherwise determined by Conditional Use Permit that site conditions require a lesser number of sites.

**6.63** Each site shall be plainly marked and surfaced.

**6.64** All drives and parking areas other than those at individual sites shall be surfaced, at least gravel surfaced, and all lighting must be "down lighting".

**6.65** Central toilet, shower, and washing facilities shall be provided in sufficient quantity, as determined by the State Department of Health and Social Services requirements.

**6.66** Water supply and the manner of sewage disposal shall comply with the regulations of the Sawyer County Private Sewage System Ordinance and the appropriate requirements of the Wisconsin Administrative Code.

**6.67** No site shall be less than ~~50~~ 75 feet from the ordinary high water mark (OHWM), 75 feet from the property lines of the camp, and must meet required road setbacks for a site as required in Section 4.21 SETBACK REQUIREMENTS ON HIGHWAYS AND ROADS. ~~front, side, or rear lot lines of the camp.~~

**6.68** Marshland and shoreline areas shall not be altered.

**6.69** The screening provisions of Section 7.0 of the ordinance shall be met.

##### **6.610**

1) Camping Cabins: The construction, placement, installation or use of a camping cabin shall be by land use permit issued only to licensed campgrounds. Camping cabins shall not exceed 300 square feet in area; shall not exceed 12 feet in height; and the connection to or installation of gas, water, or sewer shall be prohibited. Camping cabins shall not have a second story or loft.

2) Park Model Trailers: No land use permit is required. The placement of park model trailers, are allowed in licensed campgrounds only. The chassis must remain on wheels and be no more than 400 square feet in size in the setup mode. The construction of a foundation underneath shall be prohibited.

**PURPOSE.** Campgrounds and recreational vehicle parks are not intended to be used for the permanent or long-term residency of site occupants. Construction activities that result in permanency or give the impression of permanency shall be strictly regulated.

**6.611** Construction of additions, decks, patios and similar structures.

- 1) The construction or placement of any structure shall meet all minimum requirements specified in this ordinance.
- 2) Non-conforming campsites are "grandfathered" for the placement only of "camping equipment." Structures, other than a small platform not exceeding 4' x 4' that is absolutely essential at a doorway for safe ingress and egress, are not allowed.
- 3) The construction of walled structures, including screened enclosures, on individual sites that impart the impression that they are attached to "camping equipment" is prohibited.
- 4) Replacement roofs:
  - a) Roofs supported solely by the "camping equipment" are allowed provided that:
    - (1) A Land Use Permit is issued in accordance with Section 9.2 LAND USE PERMITS.
    - (2) The roof eave line shall not extend more than 12 inches beyond the perimeter of the walls of the "camping equipment."
  - b) Roofs supported by other means (i.e., poles, posts etc.) are prohibited.
- 5) A single detached accessory structure (i.e., sheds, storage unit) may be constructed or placed on an individual campsite, Camping Cabin, or Park Model Trailer provided that:
  - a) All minimum setback requirements are met, including a minimum 10' setback from another camper on another site.
  - b) Detached accessory structures (i.e., sheds, storage unit) for individual campsites may not exceed 100 square feet in total.
  - c) All other requirements of Section 6.6 are met.
- 6) Open detached structures (i.e., decks, patios etc.) may be constructed on an individual camp site, Camping Cabin, or Park Model Trailer provided that:
  - a) A Land Use Permit is issued in accordance with Section 9.2 LAND USE PERMITS.
  - b) All minimum setback requirements are met, including a minimum 10' setback from another camper.
  - c) If covered, the cover must be fabric and removed when the campground is closed.
  - ~~d) The width shall not extend more than 6 feet from the "camping equipment's" solid wall, not a "slide-out" wall.~~
  - d) The length shall not extend beyond the enclosed body of the "camping equipment."
  - e) Open detached patio and deck structures shall not exceed a total of 240 sq ft in size.
  - f) Open detached patio and deck structures shall not exceed over 18" in height from lowest adjacent grade.
  - g) All other requirements of Section 6.6 are met.
- 7) Existing walled structures are allowed ordinary maintenance and repair, but shall not be replaced.

**Sawyer County Zoning Ordinance--“proposed adoption version”**

**6.6 TRAILER CAMPS AND CAMPGROUNDS**

Camping cabins and park model trailers must be located in a Federal, State, County, Town, or in a privately owned campground; the plan of which has been approved by the County Zoning Committee and appropriate State agency; and only “operational to public” from April 1 until December 1 with a “Manager or Designee” available twenty-four (24) hours per day.

**6.61** Minimum lot or parcel size - ten (10) acres

**6.62** Maximum number of sites - five (5) per gross acre of campground, unless otherwise determined by Conditional Use Permit that site conditions require a lesser number of sites.

**6.63** Each site shall be plainly marked and surfaced.

**6.64** All drives and parking areas other than those at individual sites shall be surfaced, at least gravel surfaced, and all lighting must be “down lighting”.

**6.65** Central toilet, shower, and washing facilities shall be provided in sufficient quantity, as determined by the State Department of Health and Social Services requirements.

**6.66** Water supply and the manner of sewage disposal shall comply with the regulations of the Sawyer County Private Sewage System Ordinance and the appropriate requirements of the Wisconsin Administrative Code.

**6.67** No site shall be less than 75 feet from the ordinary high water mark (OHWM), 75 feet from the property lines of the camp, and must meet required road setbacks for a site as required in Section 4.21 SETBACK REQUIREMENTS ON HIGHWAYS AND ROADS.

**6.68** Marshland and shoreline areas shall not be altered.

**6.69** The screening provisions of Section 7.0 of the ordinance shall be met.

**6.610**

1) Camping Cabins: The construction, placement, installation or use of a camping cabin shall be by land use permit issued only to licensed campgrounds. Camping cabins shall not exceed 300 square feet in area; shall not exceed 12 feet in height; and the connection to or installation of gas, water, or sewer shall be prohibited. Camping cabins shall not have a second story or loft.

2) Park Model Trailers: No land use permit is required. The placement of park model trailers, are allowed in licensed campgrounds only. The chassis must remain on wheels and be no more than 400 square feet in size in the setup mode. The construction of a foundation underneath shall be prohibited.

**PURPOSE.** Campgrounds and recreational vehicle parks are not intended to be used for the permanent or long-term residency of site occupants. Construction activities that result in permanency or give the impression of permanency shall be strictly regulated.

**6.611** Construction of additions, decks, patios and similar structures.

1) The construction or placement of any structure shall meet all minimum requirements specified in this ordinance.



2) Non-conforming campsites are "grandfathered" for the placement only of "camping equipment." Structures, other than a small platform not exceeding 4' x 4' that is absolutely essential at a doorway for safe ingress and egress, are not allowed.

3) The construction of walled structures, including screened enclosures, on individual sites that impart the impression that they are attached to "camping equipment" is prohibited.

4) Replacement roofs:

a) Roofs supported solely by the "camping equipment" are allowed provided that:

(1) A Land Use Permit is issued in accordance with Section 9.2 LAND USE PERMITS.

(2) The roof eave line shall not extend more than 12 inches beyond the perimeter of the walls of the "camping equipment."

b) Roofs supported by other means (i.e., poles, posts etc.) are prohibited.

5) A single detached accessory structure (i.e., sheds, storage unit) may be constructed or placed on an individual campsite, Camping Cabin, or Park Model Trailer provided that:

a) All minimum setback requirements are met, including a minimum 10' setback from another camper on another site.

b) Detached accessory structures (i.e., sheds, storage unit) for individual campsites may not exceed 100 square feet in total.

c) All other requirements of Section 6.6 are met.

6) Open detached structures (i.e., decks, patios etc.) may be constructed on an individual camp site, Camping Cabin, or Park Model Trailer provided that:

a) A Land Use Permit is issued in accordance with Section 9.2 LAND USE PERMITS.

b) All minimum setback requirements are met, including a minimum 10' setback from another camper.

c) If covered, the cover must be fabric and removed when the campground is closed.

d) The length shall not extend beyond the enclosed body of the "camping equipment."

e) Open detached patio and deck structures shall not exceed a total of 240 sq ft in size.

f) Open detached patio and deck structures shall not exceed over 18" in height from lowest adjacent grade.

g) All other requirements of Section 6.6 are met.

7) Existing walled structures are allowed ordinary maintenance and repair, but shall not be replaced.

## DISASTER DAMAGE AIDS PETITION

Wisconsin Department of Transportation  
DT2067 10/2013

Office Use Only

Claim No. \_\_\_\_\_

The Local Government must submit this petition within **60 days** of the disaster event to the appropriate Wisconsin Department of Transportation (WisDOT) Regional Office.

### Section 1

#### CHOOSE GOVERNING BODY

The ☐ Town ☐ City ☐ Village of, \_\_\_\_\_ Or The ☒ Highway Committee/Commissioner of,  
Sawyer \_\_\_\_\_ County,

petitions the Wisconsin Department of Transportation for aid, pursuant to [s.86.34 Wisconsin Statutes](#), for damage to public highways under its jurisdiction resulting from a disaster which occurred on 5/21/2021 (date – m/d/yyyy).

The location, nature, and extent of the damage to such highway(s) as a result of the disaster event is described below and indicated on the attached map.

### Section 2

Site No.	Location (i.e. Road Name, Section Range)	Nature and Extent of Damage	Estimated Repair Cost
1	CTH N T39N R8W S8	Heavy rain event washed entire westbound lane and portion of eastbound lane of CTH N, destroying surface and shoulder	\$ 48,803.00
			\$
			\$
			\$
			\$
Preliminary estimate of the total cost of the damage is			\$ 48,803.00

### Section 3

I certify that the foregoing is a true and correct copy of a petition adopted by the municipality/county identified above at its meeting held on 6/9/2021 (date – m/d/yyyy).

Gary Gedart  
(Authorized Representative – Please Print)

X  
(Signature)

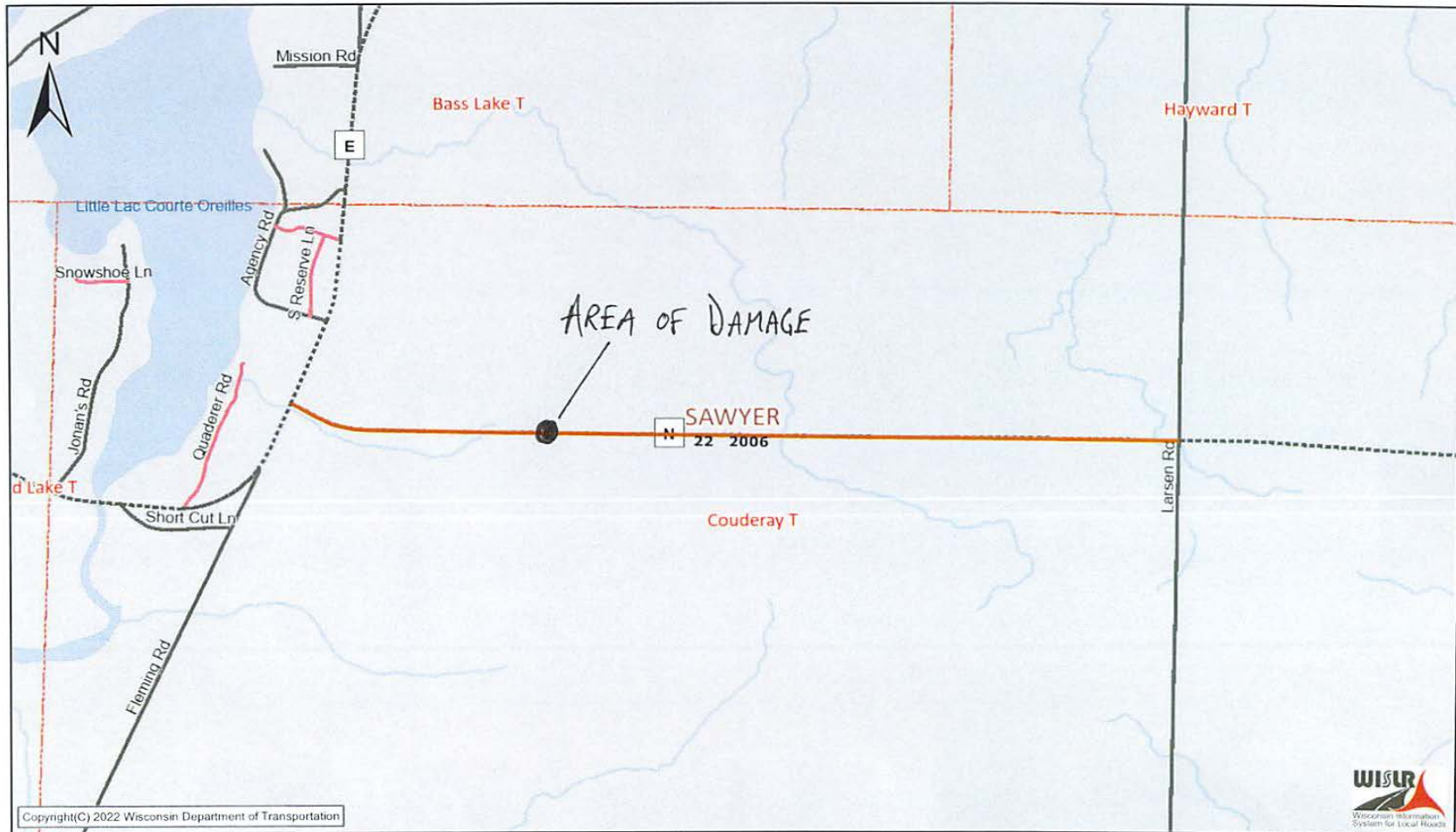
6/9/2021  
(Date)

Mailing Address, City, State and ZIP Code 14688 W Cpunt Road B Hayward, WI 54843
(Area Code) Telephone Number (715) 634-2691
Email Address (If available) highway@sawyercountygov.org

***Please Attach a Map Showing Site Location(s) AND***



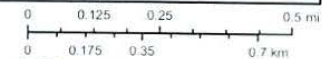
# WISLR Map



Copyright(C) 2022 Wisconsin Department of Transportation

The information contained in this data set and information produced from this dataset were created for the official use of the Wisconsin Department of Transportation (WisDOT). Any other use while not prohibited, is the sole responsibility of the user. WisDOT expressly disclaims all liability regarding fitness of use of the information for other than official WisDOT business. Map created on May 25, 2021

wislr-flt	USH Highway	Connector	County Roads	Local Roads	Cities/Villages/Towns
70 HMA	USH Connecting Highway	Frontage Road	County Trunk Hwy	Municipal/Local Roads	City
Railroads	State Trunk Highways	Wayside	County Forest Roads	Ineligible Roads	Village
State Trunk Network	STH Connecting Highways	Rest Area	Other County Roads	Rivers	Town
Interstate Highway	On-Off Ramp	Weigh Station		Lakes	Counties







2

# AIA<sup>®</sup> Document B133<sup>™</sup> – 2019

## **Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition**

**AGREEMENT** made as of the     day of     in the year  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address, and other information)

Sawyer County  
10610 Main Street, Suite 23  
Hayward, Wisconsin 54843  
ATTN: County Administrator, Thomas R. Hoff

and the Architect:  
(Name, legal status, address, and other information)

Venture Architects, LLC  
212 North 25<sup>th</sup> Street  
Milwaukee, Wisconsin 53233

for the following Project:  
(Name, location, and detailed description)

Sawyer County Courts Addition and Remodeling Project  
Sawyer County  
10610 Main Street  
Hayward, Wisconsin 54843

The Construction Manager (if known):  
(Name, legal status, address, and other information)

TBD

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017<sup>™</sup>, General Conditions of the Contract for Construction; A133–2019<sup>™</sup> Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019<sup>™</sup> Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201<sup>™</sup>–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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1



## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

New Addition to Include: New Courtroom and associated spaces, New secure Lobby and connecting corridor, New Assembly room / County Board Room

Remodeled Areas to Include: Remodeled Courtroom and associated spaces, Clerk of Court offices, Corridor connection from the Jail to the New Addition

All Site Work including Parking and Drives and Landscaping Design

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

New Addition to be between the Existing Courthouse and the Existing Jail and be constructed on the vacated 5<sup>th</sup> Street

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

(Six Million Dollars and Zero Cents) \$6,000,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Begin Schematic Design: Mid-May 2021  
Bid Project: Early 2022

.2 Construction commencement date:

Begin Construction: Early Spring 2022

.3 Substantial Completion date or dates:

June 19, 2023

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

*(Indicate agreement type.)*

☒ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

*(List number and type of bid/procurement packages.)*

Not Applicable

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

Not Applicable

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

*(List name, address, and other contact information.)*

Thomas R. Hoff  
Sawyer County Administrator  
Sawyer County  
10610 Main Street, Suite 23  
Hayward, Wisconsin 54843

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§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:  
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)  
TBD
- .2 Land Surveyor:  
County To Determine
- .3 Geotechnical Engineer:  
County to Determine
- .4 Civil Engineer:  
Retained By Architect
- .5 Other consultants and contractors:  
(List any other consultants and contractors retained by the Owner.)  
Audio Visual Consultant

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:  
(List name, address, and other contact information.)

John Cain, Principal, Vice President  
Jack Blume, Principal, Vice President  
Venture Architects, LLC  
212 North 25<sup>th</sup> Street  
Milwaukee, Wisconsin 53233

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Civil Engineer:  
Brad Seubert, Senior Civil Project Manager  
Harwood Engineering Consultants, Ltd.  
255 North 21<sup>st</sup> Street  
Milwaukee, Wisconsin 53233

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**.2 Structural Engineer:**

Mary Piontkowski Vice President, Director of Structural Engineering  
Harwood Engineering Consultants, Ltd.  
255 North 21<sup>st</sup> Street  
Milwaukee, Wisconsin 53233

**.3 Mechanical Engineer:**

Benjamin Huberty Mechanical Engineer  
Harwood Engineering Consultants, Ltd.  
255 North 21<sup>st</sup> Street  
Milwaukee, Wisconsin 53233

**.4 Electrical Engineer:**

Jose Franco, Jr. Principal, Vice President  
Harwood Engineering Consultants, Ltd.  
255 North 21<sup>st</sup> Street  
Milwaukee, Wisconsin 53233

**.5 Plumbing Engineer:**

Patrick Geraghty, Vice President, Director of Plumbing Design  
Harwood Engineering Consultants, Ltd.  
255 North 21<sup>st</sup> Street  
Milwaukee, Wisconsin 53233

**§ 1.1.12.2 Consultants retained under Supplemental Services:**

Mike DeYoung Current Electrical Services  
Telecommunications / Security

**§ 1.1.13 Other Initial Information on which the Agreement is based:**

None

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents and warrants: (a) that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals upon Owner's written consent; (b) that it is sufficiently experienced and competent to provide, perform and complete all services in full

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compliance with and as required by or pursuant to this Agreement; and (c) that it is financially solvent and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. All professional liability coverage retroactive to the earliest date of the commencement of the Architect's Services in relation to the Project, and coverage to be maintained for a period of four (4) years after the date of final payment to the Architect).

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) for each occurrence and Two Million Dollars (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00 ) each accident, Five Hundred Thousand Dollars (\$ 500,000.00 ) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00 ) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars (\$ 5,000,000.00 ) per claim and Five Million Dollars (\$ 5,000,000.00 ) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.



§ 2.7 The Architect shall comply with all applicable laws, orders, regulations and rules that may apply to the services and the Architect's work to be performed in this Agreement. The Architect shall also comply with all applicable laws extending to the Architect by virtue of the Owner's status as a governmental entity and the Project utilizing public funds, as more fully set forth in Section 2.8

§ 2.8 The Architect acknowledges and accepts that the Owner is a governmental entity subject to specific provisions of Wisconsin law, including but not limited to Wis. Stat. Ch. 19 and Wis. Stat. Ch. 59. The Architect agrees to comply with all laws and requirements that may extend to the Architect by virtue of the Owner's status as a governmental entity and by virtue of the Project utilizing public funds, including but not limited to Wisconsin's open records law and applicable equal opportunity requirements and fair labor standards.

§ 2.9 The Architect shall promptly advise the Owner of any problems which come to its attention and may cause a delay in the completion of the Project, or any portion thereof, or in the performance of the Architect's services.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Architect shall furnish the Owner with reports, at intervals and in such form as the Owner may reasonably request, of its activities pertaining to any matter covered by this Agreement.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the

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Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

### **§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate**

**§ 3.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

**§ 3.2.2** Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

### **§ 3.3 Schematic Design Phase Services**

**§ 3.3.1** The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.3.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.3.3** The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.3.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.3.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.3.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

**§ 3.3.5.2** The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.3.6** The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

**§ 3.3.7** Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval

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of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

#### § 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

#### § 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

#### § 3.6 Construction Phase Services

##### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner

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and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

**§ 3.6.1.2** Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.1.3** The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Construction Manager**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's

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Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Architect
§ 4.1.1.5 Existing facilities surveys	Architect
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Architect
§ 4.1.1.13 Cost estimating	
§ 4.1.1.14 On-site project representation	
§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Architect
§ 4.1.1.18 Post-occupancy evaluation	
§ 4.1.1.19 Facility support services	
§ 4.1.1.20 Tenant-related services	
§ 4.1.1.21 Architect's coordination of the Owner's consultants	
§ 4.1.1.22 Telecommunications/data design	Architect
§ 4.1.1.23 Security evaluation and planning	Architect
§ 4.1.1.24 Commissioning	
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.26 Historic preservation	
§ 4.1.1.27 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.28 Other services provided by specialty Consultants	
§ 4.1.1.29 Other Supplemental Services	

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

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13

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing; in excess of those identified in Section 4.2.3.5.
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt

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14

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written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 One ( 1 ) visits to the site by the Architect every other week during construction
- .3 One ( 1 ) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspection for any portion of the Work to determine final completion
- .5 Four (4) presentations per Section 4.2.1.8

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Six ( 26 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner, with assistance of the Architect as part of the Basic Services, shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner, with the assistance of the Architect as part of the Basic Services, shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner, with the assistance of the Architect as part of the Basic Services, shall furnish services of geotechnical engineers, which may include test borings, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner, with the assistance of the Architect as part of the Basic Services, shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

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16

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

*(Paragraphs deleted)*

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17

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§ 7.1 The Architect and the Architect's consultants (collectively, the "Authors"), hereby authorize the Construction Manager, Subcontractors, vendors and suppliers to use and reproduce their respective Instruments of Service solely and exclusively for use in completion of the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 In addition to the limited license granted above, the Authors grant a broader irrevocable, perpetual, royalty-free right and license to the Owner, including its contractors, agents, licensees, consultants, architects and tenants, to use, incorporate, copy, reproduce, display, distribute, change, modify, alter or prepare other derivative works under the copyrights, and any common law, statutory and other reserved rights in any proprietary information relating to the subject matter of their Instruments of Service in connection with future repairs, maintenance, improvements, alterations, expansions, additions, modifications, or updates to the Project, or reports to governmental or non-governmental authorities with jurisdiction over the Owner and Project.

§ 7.3 The Author shall be permitted to retain copies, including reproducible copies, of the documents for information and reference.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the Author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Each Author shall obtain licenses from its consultants sufficient to grant the licenses set forth above in this Article 7.

§ 7.5 If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.6 Except as otherwise stated in Article 7, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers, employees and elected officials harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

*(Paragraphs deleted)*

### § 8.2 CLAIMS; CONSEQUENTIAL DAMAGES; DISPUTE RESOLUTION

*(Paragraph deleted)*

#### § 8.2.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of this Agreement's terms, payment of money, extension of time or other relief with respect to the terms of the Agreement. The

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18



term "Claim" also includes other disputes and matters in question between the Owner and Architect arising out of or relating to the Agreement. Claims must be initiated by written notice to the other party. The responsibility to substantiate Claims shall rest with the party making the Claim.

#### **§ 8.2.2 NOTICE OF CLAIMS**

Claims by Owner must be initiated by written notice to the Architect and may be made at any time prior to the expiration of the applicable statute of limitations for such Claim. Claims by the Architect must be initiated by written notice within 21 days after the occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes, or should have recognized, the condition giving rise to the Claim, whichever is later. Notwithstanding the foregoing, the parties may agree in writing to extend the time of noticing a Claim. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### **§ 8.2.3 CONTINUING CONTRACT PERFORMANCE**

Pending final resolution of a Claim, the Architect shall proceed diligently with performance of this Agreement and the Owner shall continue to make payments in accordance with this Agreement.

*(Paragraphs deleted)*

#### **§ 8.2.4 CLAIMS FOR CONSEQUENTIAL DAMAGES**

*(Paragraph deleted)*

**§ 8.2.4.1** The Architect hereby waives consequential damages against the Owner arising out of or relating to this Agreement. This waiver includes damages incurred by the Architect for principal office expenses, including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit arising directly from the performance of the services or from termination of this Agreement.

**§ 8.2.4.2** In the event of a breach of this Agreement, the Architect shall be liable to the Owner for consequential damages up to an amount that is equal to the minimum amounts of general liability and umbrella insurance required to be carried by the Architect under this Agreement.

#### **§ 8.2.5 MEDIATION**

**§ 8.2.5.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.5.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.5.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.5.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

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19

☒ [ X ] Litigation in a court of competent jurisdiction

☐ [ ] Other: (Specify)

**§ 8.3** The provisions of this Article 8 shall survive the termination of this Agreement.

#### **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause, including but not limited to a non-appropriation of necessary funds by the County Board, the State of Wisconsin, or other government entity.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination and Reimbursable Expenses incurred, then due.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

0.00

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any dispute or action that may arise between the parties shall be Circuit Court, Sawyer County, State of Wisconsin, or if subject matter jurisdiction requires otherwise, the United States District Court for the Western District of Wisconsin.

§ 10.2 Unless otherwise defined in this Agreement, the terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Nothing contained in this Agreement shall create an employer/employee relationship between the Owner and the Architect.

*(Paragraph deleted)*

§ 10.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7.1 To the extent permitted by law, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations so long as such access does not create a public threat to health, welfare and safety. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. To the extent permitted by law, the Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 To the extent permitted by law, if the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. The Architect may not disclose any confidential information that may create a public threat or danger to the health, welfare and safety of the Owner, its property and its citizens.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Any capitalized terms not defined in this Agreement shall have the meaning defined in A201-General Conditions of the Contract for Construction. In the event of conflict in terms between this Agreement and the terms of A201-General Conditions of the Contract for Construction, the terms set forth in this Document shall control.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic and Supplemental Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(Insert amount)

.2 Percentage Basis  
(Insert percentage value)

Ten and Seven Tenths Percent ( 10.7 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)

(Paragraphs deleted)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Furniture, Furnishings and Equipment to be negotiated

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Thirty	percent (	30	%)
Construction Phase	Thirty	percent (	30	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases

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22



simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

**See attachment**

#### **§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

*(Paragraphs deleted)*

#### **§ 11.10 Payments to the Architect**

##### **§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of Zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Ninety ( 90 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

5 % Five

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*

- .3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.  
*(Insert the date of the E234-2019 incorporated into this agreement.)*

☐ Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

Conceptual Floor Plan

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24

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*



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**25**

**County Forestry Ordinance**  
**COUNTY FORESTRY ORDINANCE**  
**FOR**  
**SAWYER COUNTY, WISCONSIN**

This Sawyer County ("Sawyer County" or the "County") Forestry Ordinance ("Ordinance") prescribes the rules and regulations for the administration of Sawyer County's powers and duties as provided in Chapters 26, 28, and 59 of the Wisconsin Statutes, under which the Sawyer County Board of Supervisors ("County Board") is granted specific powers relative to the establishment, protection, development and management of Sawyer County Forests, as permitted by the Wisconsin Statutes, including, but not limited to, the provisions set forth in Wis. Stat. § 28.11 (the "County Forestry Law"), to provide sustained yield of forest products for commercial use and the associated benefits of soil and water conservation, scenic and recreational values, and fish and game resources.

The County Board does ordain as follows:

**Section I**

The Sawyer County Forestry Ordinance of November 15, 1934, and any amendments thereto (the "Ordinance") is hereby repealed and re-created as set forth in this Ordinance.

**Section II**

**Definitions**

"Committee" means the County Forestry Department Land, Water, and Forest Resources Committee, a standing committee of the Sawyer County Board as having charge of the County Forest Land.

"Comprehensive Forestry Plan" means the Comprehensive Sawyer County Forest Land Use Plan (15 Year) in accordance with Wis. Stat. § 28.11(5)(a).

"County" means Sawyer County, Wisconsin.

"County Board" means the Sawyer County Board of Supervisors.

"County Forester" means the Sawyer County Forestry Department Director.

"County Forest Land" means the Sawyer County Forest.

"County Forestry Law" means the provisions set forth in Wis. Stat. § 28.11.

"DNR" means the Wisconsin Department of Natural Resources.

"Ordinance" means the Sawyer County Forestry Ordinance.

"Sawyer County" means Sawyer County, Wisconsin.



### **Section III**

#### **Designation of County Forests**

Determination is hereby made that for the purpose of proper and complete identification, all County-owned forest lands now held and entered under the Wisconsin County Forest Law by Sawyer County, or hereafter acquired for forestry purposes and located within the areas described, and as indicated on the official map appended to the Comprehensive Land Use (15 Year) Plan and on file in the office of the Sawyer County Forestry Department Director, are established and designated as the Sawyer County Forest ("County Forest Land").

### **Section IV**

#### **Committee Appointment**

Pursuant to Wis. Stat. § 28.11(3)(a), the County Board hereby designates the County Forestry Department to the Land, Water, and Forest Resources Committee (the "Committee"), a standing committee of the County Board as having charge of the County Forest Land.

### **Section V**

#### **Powers and Duties of the Committee**

The Committee is hereby empowered with the following rights, obligations and duties:

- A. Acquire lands for County Forest Land by purchase, tax deed, gift or bequest, or by exchange of County-owned lands outside such areas for the purpose of blocking the forest for better administration.
- B. Make application for entry under the County Forest Law as lands are acquired within the County Forest Land or lands that will be acquired by the County and added to the County Forest Land.
- C. Be the committee of jurisdiction for the County Forestry Department. The County Forestry Department Director, referred to herein as the "County Forester," shall be appointed by the County Administrator and confirmed by the County Board, pursuant to Wis. Stat. § 59.18(2)(b). The Committee and the County Forester are empowered to employ such other personnel as may be necessary to direct, perform, and enforce the administrative and management functions of this Ordinance.
- D. Establish and maintain in appropriate centers a forest headquarters for office space and/or housing for machinery, tools, equipment, and supplies needed in conducting forest operations.

- E. Purchase, acquire, sell, trade or dispose of instruments, tools, equipment and supplies required for the operation of the forest. All purchases done in accordance to the Sawyer County Purchasing Policy.
- F. In accordance with Wis. Stat. § 28.11(5)(a), develop a Comprehensive County Forest Land Use Plan (15 Year) (the "Comprehensive Forestry Plan") and keep the Comprehensive Forestry Plan up-to-date as required by the Wisconsin Statutes.
- G. Prepare budgets for the Comprehensive Forestry Plan in accordance with Wis. Stat. § 28.11(5)(b), capital and direct expenditures of forestry funds advanced by the Wisconsin Department of Natural Resources ("DNR"), and for other revenues accruing to the County under this Ordinance for submission to the County Board.
- H. Prepare and submit an annual work plan and budget based upon the Comprehensive Forestry Plan, with the assistance of the County Forester and the DNR. The work plan shall include a schedule of compartments to be harvested and a listing by location of management projects for the forthcoming year.
- I. Take whatever steps it deems reasonably necessary for the protection of County Forest Land, whether from fire, insects, disease, trespass, or from damage by animals and from other causes.
- J. Locate survey lines and appropriately monument corners of County Forest Land.
- K. Construct, improve and maintain a system of forest roads, trails and firebreaks, and purchase or secure easements for access-ways required to cross privately owned lands.
- L. Gate or block roads or trails with gates, rails, posts, earthen embankments or other material when in the judgment of the Committee, public travel on such roads or trails will result in damage or destruction of the road or trail.
- M. Engage in forest improvement programs, including reforestation, release cuttings, thinnings, pruning and weeding by any method, including spraying or dusting of chemicals by airplane and other methods, and to dispose of all salvaged materials.
- N. Sell timber stumpage in accordance with the County Forest Management Plan.
- O. Establish, construct and maintain wherever desirable within the forest, picnic grounds, waysides, campsites, public access roads, boat landings, scenic areas, and nature trails, and to designate, mark and preserve places of natural or historic interest and significance.
- P. Cooperate with the DNR on matters relating to forest, game and fish management within the County Forest.

- Q. Enter into agreements with Forest Experiment Stations, the University of Wisconsin System, or other universities with the endorsement of or directly with the DNR for the use of tracts of County Forest Land, labor, materials and equipment for conducting forest research.
- R. Do special forest or recreation development work on other public lands not included in the County Forest Land, including such lands as school forests, community forests, county parks, watersheds, reduction of hazards, public highways and similar projects.
- S. Grant permits to prospect for ore, minerals, gas and oil, and for solid waste disposal sites upon County Forest Land under the jurisdiction of this Committee, subject to approval by the County Board and in accordance with Wis. Stat. § 28.11(3)(j).
- T. Prepare and present an annual accomplishment report of its activities and an annual work plan and budget for the following year to the County Board.
- U. Establish regulations pertaining to the posting of signs on County Forest Land.
- V. Issue easements for private access roads across County Forest Land with adequate safeguards to protect the County interest. All such easements shall be approved by the County Board as required in Wis. Stat. § 59.52(6) and recorded in the Register of Deeds office with the cost to be borne by the permittee.
- W. Issue easements for utility lines, town roads and permits for town solid waste disposal sites with safeguards to protect the County interest.

## **Section VI**

### **County Forest Law Administration**

After the applications for entry of lands under the County Forest Law have been prepared and approved by the Committee, the County Clerk shall, after verifying County ownership of the listed lands, execute the applications and forward them to the DNR by the date prescribed by the DNR for each year's applications. Withdrawal of lands entered under the County Forest Law shall be applied and determined as set forth in Wis. Stat. § 28.11(11). No deed transferring ownership to any withdrawn County Forest Land shall be issued prior to recording of an Order of Withdrawal approved by the DNR and recorded in the County Register of Deeds.

## **Section VII**

### **Forest Financing and Management**

- A. All aids from the DNR to Sawyer County under Wis. Stat. § 28.11(8)(b), for the purchase, development, preservation and maintenance of the County Forest Land, shall be deposited in the Forestry Fund Account. Income from the sale of lands or

equipment purchased with Forestry Fund Account shall be restored to this fund. All unexpended funds shall be non-lapsing.

- B. Distribution of timber sale and other income from County Forest Land shall be as follows:
  - i. Timber Sales:
    - a. 10% of gross sales to townships according to Wis. Stat. § 28.11(9)(d)
    - b. 90% County General Fund
    - c. Other Income (boughs, Christmas tree sales, gravel, etc.):
    - d. 100% Resource Development Fund
  - ii. Pursuant to Wis. Stat. § 28.11(5)(b), the County Forrester shall prepare and submit an annual work plan and budget based upon the Comprehensive Forestry Plan prepared by the Committee with the assistance of a forester of the department. The annual work plan shall include a schedule of compartments to be harvested and a listing by location of management projects for the forthcoming year. In addition, the annual work plan shall include other multiple-use projects where appropriate. A budget, listing estimated expenditures for work projects, administration and protection of the County Forest Land, shall accompany the annual plan, both to be submitted to the County Board for approval at the November meeting.



Sawyer County							
County Participation In Broadband Expansion							
Key Points							
1. The Governor allocated \$100 million of American Recovery Act funds to the Public Service Commission for broadband grants							
2. The grant requests are due 7/27/21							
3. Public (County, Towns or Individuals) participation will improve the chances that grants will be awarded							
				Norvado	Mosaic		
				Lenroot	Lk Chetac		
Estimated project cost				\$877,000	\$2,593,000		
County contribution (1)				\$100,000	\$400,000		
Town contribution (2)				\$10,000	\$5,000		
Norvado/Mosaic contribution (3)				\$263,000	\$500,000		
Public Service Commission grant request				\$504,000	\$1,688,000		
Residents & business passed				173	467		
Notes							
(1) Contribution only if Public Service Commission grant is awarded. Contribution from the County's \$3.2 million American Recovery Act funds.							
(2) Town Boards will be asked to contribute about 10% of the American Recovery Act funds they received.							
(3) They will be responsible for any cost overruns as well.							
						BLP	



# Sawyer County

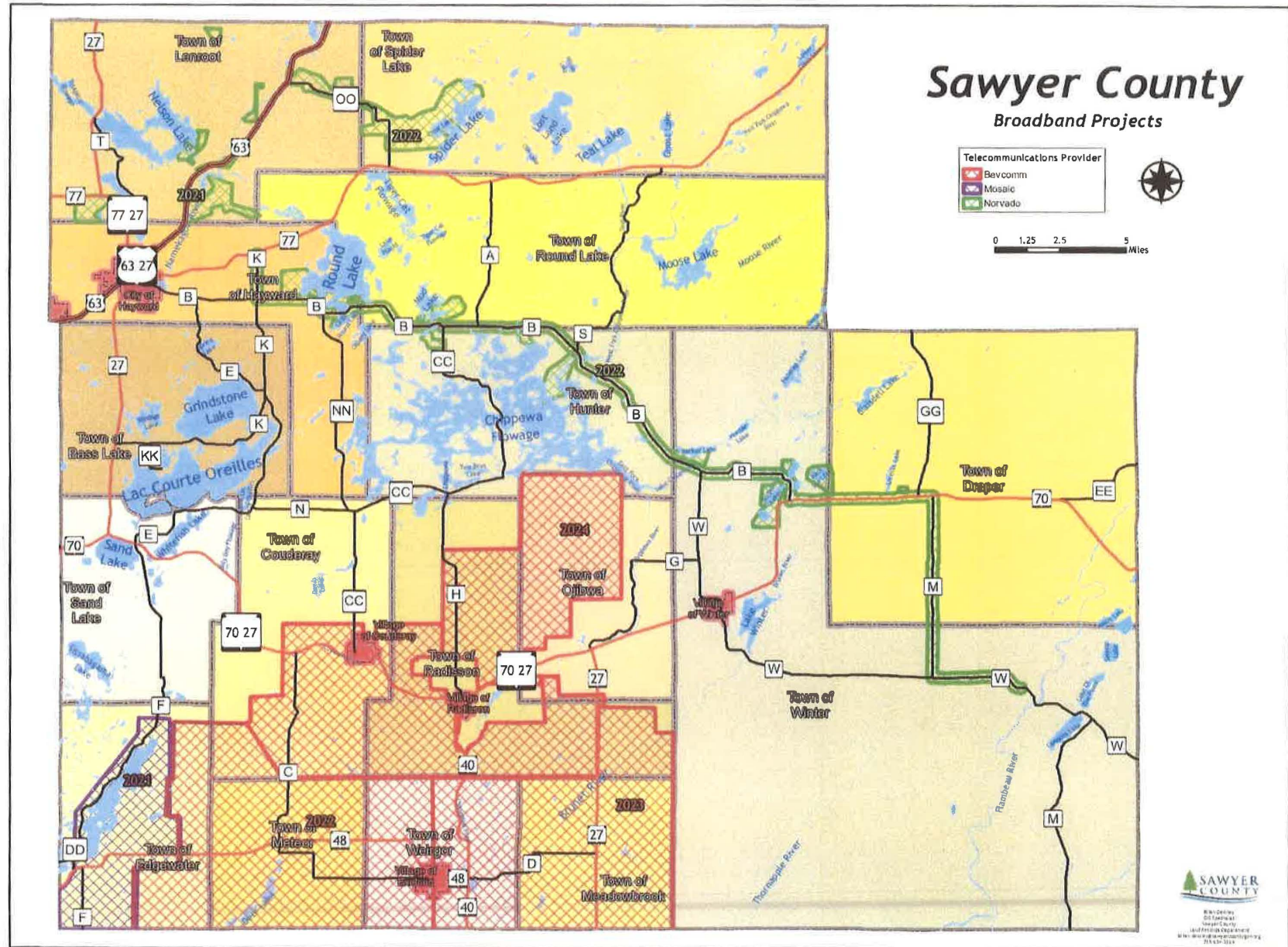
## Broadband Projects

Telecommunications Provider

- Bevcomm
- Mosaic
- Norvado



0 1.25 2.5 5 Miles



**SAWYER COUNTY**  
 1000 Center  
 Elk River, MN 55424  
 763.434.1234



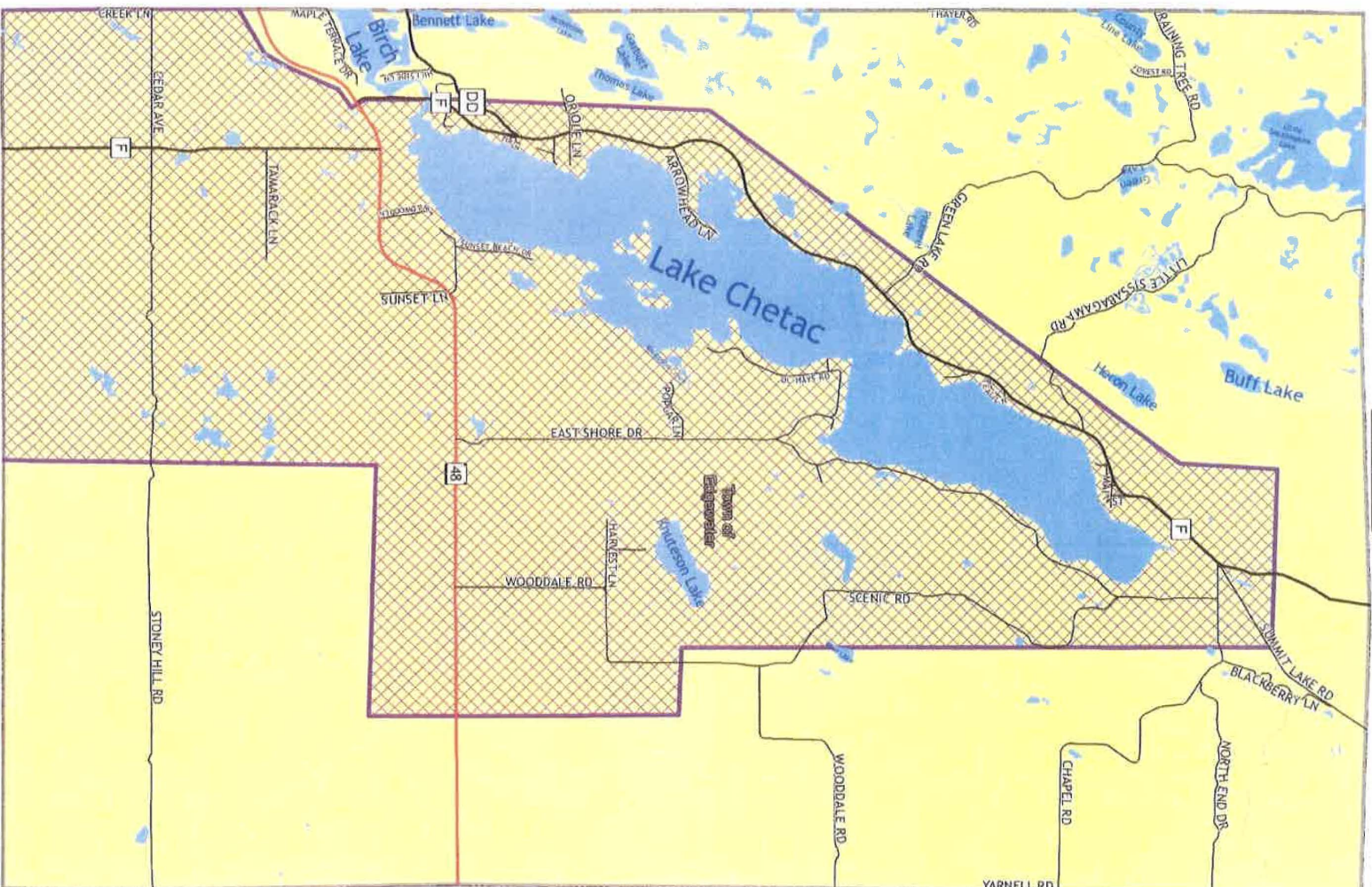




# Sawyer County

## Mosaic Broadband Project 2021

0 0.2 0.4 0.8 Miles



Part I Section D: Economic Development and UW Extension and Agriculture Committee

The following provisions shall apply to the Sawyer County Board of Supervisor's ("County Board") standing committee entitled the Economic Development and UW Extension and Agriculture Committee (the "Committee"):

Mission/Purpose: Provide the leadership for implementation of the Education and Economic Development for Sawyer County. To provide leadership in monitoring outcomes, reviewing, and recommending to the County Board all policies related to educational and economic development initiatives of Sawyer County.

Statutory Authority and Responsibilities: Wis. Stat. § 59.56(3).; Wis. Stat. § 92.06(1)(b)1.

Membership: Shall be comprised of five (5) elected County Board Supervisors appointed by the Chair of the County Board at the April meeting of the County Board in even numbered years and approved as required by the County Board Policy and Procedure Manual (as may be amended). Pursuant to Wis. Stat. § 92.06(1)(b)1, at least two (2) members of the Committee shall also be members of the County Land, Water & Forest Resources Committee.

Term: Committee members shall serve for a two (2) year term concurrent with their terms of office as County Board Supervisors.

Reporting Relationship: The Committee shall have responsibility for outcome, monitoring and oversight of the performance of economic development initiatives supported by Sawyer County. The Committee shall have the primary responsibility of conferring with and acting as liaison for the following **organizations for purposes of economic development**:

- Northwest Regional Planning Commission
- Hayward Lakes Visitor and Convention Bureau
- Sawyer County Snowmobile/ATV Alliance
- Silent Sports
- American Birkebeiner
- UW Extension
- Sawyer County Fair Association
- SC/LCO Economic Development Corporation

Duties and Responsibilities of the Committee include but are not limited to:

1. Foster the implementation of Sawyer County's initiatives related to economic development.
2. Identify the need for, and recommend to the County Board, policies related to education and economic development initiatives appropriately supported by Sawyer County.

3. Review new programs and associated budget requirements prior to their being considered for inclusion in Sawyer County's annual budget.
4. Facilitate broad-based discussion of issues and policies relating to education and economic development by encouraging public involvement.
5. Serve as the initial contact point for individuals and/or organizations who wish to influence County Board policy regarding Sawyer County's economic development.
6. Review and recommend operational procedures and practices to appropriate administrative committee(s) and department(s) of the County.
7. Review and recommend to the County Board programmatic and facility plans consistent with the community's expectations for the University of Wisconsin-Extension.
8. Serve as Sawyer County's Extension and Education Committee, as defined in Wis. Stat. § 59.56(3)(b) by performing the following responsibilities:
  - Establish UW/ Sawyer County based extension policy; and
  - Provide budget oversight of UW/Sawyer County based extension department; and
  - Provide input and monitor the performance of the UW Extension programming; and
  - Create policies and strategies that accomplish educational needs in an efficient and cost-effective manner; and
  - Provide a leadership role with the County Board and other community partners to preserve and enhance access to the resources of the public university; and
  - Assess future community educational needs; and
  - Facilitate a partnership between Sawyer County and the University of Wisconsin.
9. Additional duties as assigned by the County Board.

## **County Administrator Work Report Outline**

**June 10, 2021**

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### **COVID-19:**

- COVID cases in County Jail resolved
- Court lifted masking restrictions
- Redistricting delay

### **ARPA**

- Additional US Treasury Guidance Received
- First tranche of funds received 5/19/21
- Lost revenue analysis
- Qualified expenditure analysis

### **Court Renovation**

- Construction Manager selected
- California Avenue Extension
- Contract Development for Architect & Construction Manager
- Kick-off meetings scheduled

### **Airport**

- Terminal Remodeling underway
- Taxiway repaving underway
- New Hangar Leases

### **TimeClockPlus**

- Departments Starting to go Live

### **Budget**

- 2022 Guidelines distributed to departments
- Major Issues
- Coordinate with ARPA Funding
- Cash Flow Analysis/Debt issuance planning

### **Other Items**

- Air conditioning
- Clerk/Treasurer coordination
- Oasis discussions
- Carbon Credits
- JusticePoint caseload