

TOWN BOARD MEETING (TBM) TOWN OF SPIDER LAKE
Wednesday, October 9th, 2024
6:00 pm

1. Meeting was called to order by Chairman Sheldon via Zoom at 6 pm. In attendance were Supervisors Delaney, Johnson, Johns and Amery with Clerk Cleary and Treasurer Overman.

2. Community Participation: No one signed up.

3. **Motion** to approve the agenda for Wednesday, October 9th, 2024 made by Quentin Johnson, seconded by Deb Amery. All ayes. Motion carried.

4. Pledge of Allegiance

5. **Motion** to approve the minutes of September 11th, 2024, Town Board Meeting with a change to the date of the Brush Drive made by Deb Amery, seconded by Sarah Delaney. All ayes. Motion carried.

6. Treasurer's Report presented by Treasurer Overman. Year to date: \$551,651.75.

7. **Motion** to approve vouchers in the amount of \$42,345.09 and any late coming bills made by Sarah Delaney, seconded by Mark Johns. All ayes. Motion carried.

8. Clerk's Report presented by Clerk Cleary.

Motion to approve liquor license for Weber's Northwoods Tavern made by Deb Amery, seconded by Tim Sheldon. All ayes. Motion carried.

Letter from Sawyer County and Lac Court Oreilles Democratic Party read into the record is available in the packet for those interested in reading it in it's entirety.

9. Committee Reports

a. Town Actions

Motion to support a Broadband Expansion initiative in the Town of Spider Lake by Norvado made by Tim Sheldon, seconded by Quentin Johnson. Discussion: Will this help the consumer or be another situation where money is spent and there is no improvement in the internet for citizens? The money is to connect to end users, so yes, it will help consumers. All ayes. Motion carried.

Motion to hold a public hearing on the budget, a Special Town Board meeting and to convene the next Monthly Town Board Meeting on November 21st at 6 pm made by Tim Sheldon, Seconded by Quentin Johnson. Discussion: will this replace the regular Board meeting on the 13th? Yes. May need a special meeting to pay vouchers to avoid late fees. All ayes. Motion carried.

Motion to join Employee Retirement Program for full time employees made by Tim Sheldon, seconded by Quentin Johnson. All ayes. Motion carried.

b. Plan & Review Commission presented by Sarah Delaney.

Motion to approve the CSM for Principe to shift the boundary between parcels 31180 and 31189 to create two 16.15 parcels made by Sarah Delaney, seconded by Deb Amery. All ayes. Motion carried.

Motion to approve the contract for NWPRC to complete the Comprehensive Plan Update (full contract available in the packet) made by Sarah Delaney, seconded by Quentin Johnson. All ayes. Motion carried.

c. Roads Committee presented by Quentin Johnson.

Roads Budget still has a surplus for day-to-day activities. Work on Upper A is complete, Green Point will be addressed next spring.

Motion to approve moving forward on the purchase of a new tandem plow/dump truck for delivery in 2026 from Boyer Dealership made by Quentin Johnson, seconded by Deb Amery. Discussion: no money down, just to lock in a price and timeline. Looking like it'll be around \$310,000 for the truck and modifications, to be delivered in 2026. Prices keep climbing. All ayes. Motion carried.

d. Health & Safety presented by Deb Amery

Next year's Wildland Risk Reduction grants are due by November 1st, 2024.

Fireworks permits are going to require proof of insurance and clean up going forward.

Chief Schmidt updated the Board on the EMS & VFD: A few EMS calls, no fires. Vance Haesemeyer has very generously resumed his previous position of EMS Director. Thank you, Vance!! He's already hard at work completing grants.

e. Facilities, Maintenance, & Solid Waste presented by Mark Johns.

Fall Brush drive collected 21 loads of debris. Next date will 10/12 from 10-4. Information (including a map to the site) is available on the website, at the transfer station and on the clerk's door. As always, the supervisors will be on site to help with unloading.

We are currently seeing to replace the BBQ shed roof and repair the steel siding on Fire Station #1. Please contact Mark Johns if you're interested in giving a bid for the work.

Transfer station has incurred another \$400 fine for illegal dumping done on our site by someone who threw a bag of garbage in the recycling bin after hours. Our recycling is offered free of charge to citizens, it is not free of cost – the Town considers this to be a vital service for citizens which is put in jeopardy by illegal dumping. If you notice anyone around the transfer station after hours, please take note.

Transfer station hours will decrease next week (10/14/24) to no longer include Wednesdays and Sundays.

\$91.00 worth of aluminum cans were processed for the Town of Spider Lake this month for a total of \$700. Thank you to all who donate your clean cans to our cause!

10. Motion to adjourn made by Quentin Johnson, seconded by Mark Johns. All ayes. Motion carried. A public hearing on the budget, a special town electors meeting and a special Town Board meeting will be held on Thursday, November 21st, 2024 at 6:00 PM.

Respectfully submitted,

Bianca Cleary, Clerk

10.11.24

SPECIAL TOWN BOARD MEETING
TOWN OF SPIDER LAKE
Thursday, November 21, 2024

1. Meeting was called to order at 6:32 pm by Chairman Sheldon. In attendance were Supervisors Delaney, Johnson, Johns and Amery with Clerk Cleary and Treasurer Overman.
2. **Motion** to approve the Agenda for Special Town Board Meeting of Thursday, November 21, 2024 with the addition of the Comprehensive Plan update and the change from RR-1 to RR-2 in the rezone petition made by Quentin Johnson and seconded by Sarah Delaney. All ayes. Motion carried.
3. Approval of the Minutes of October 9, 2024, Town Board Meeting was addressed with the addition of words "Cash Balance" before the Treasurer's Report suggested by Quentin Johnson. Clerk Cleary pointed out that only things actually said in the meeting could be put into the minutes. It will be included in future minutes. **Motion** to approve made by Mark Johns, seconded by Quentin Johnson. All ayes. Motion carried.
5. Treasurer's Report by Treasurer Overman: Year to date cash balance is \$554,182.42. The capital reserve should show as \$102,465.25 as \$10,004 for the Fire Department was adjusted out.
6. Vouchers in the amount of \$117,867.28 were approved by the Board. **Motion** made by Delaney, seconded by Deb Amery. All ayes. Motion carried.
7. Clerk's Report by Clerk Cleary:

Election went well. Voter turnout (between in person and absentee) was 374 which is excellent.

 - a. **Motion** to appoint a Sarah Delaney to serve on a committee for the Sawyer County Zoning Administrator Jay Koslowski was made by Tim Sheldon and seconded by Quentin Johnson. All ayes. Motion carried.
 - b. **Motion** to approve the American Birkebeiner Ski Foundation request of support for a series of events in 2025: ▪ Seeley Hills Classic: January 11, 2025 ▪ Open Track- American Birkebeiner, Kortelopet, Prince Haakon: February 19, 2025 ▪ Kortelopet and Prince Haakon: February 21, 2025 ▪ American Birkebeiner: February 22, 2025 ▪ Fat Bike Birkie: March 8, 2025 made by Deb Amery and seconded by Tim Sheldon. All ayes. Motion carried.
8. **Motion** to approve Proposed FY25 Budget by roll call vote. All ayes. No discussion. Motion carried.
9. Committee Reports:
 - a. Plan & Review Commission presented by Sarah Delaney:
 - Petition for Rezone: Landowner: Northgate Land Partners LLC. Purpose of the request is to rezone an F-1 parcel to RR-2 (Residential/Recreational Two District) to maximize development options for resale. The Commission does not make decisions to "maximize development options." The parcel shares its south property line with the Chequamegon National Forest. It is in the best interests of the Town to retain the more conservative zoning classification (F-1) to protect the forest environment in that area of the Town. Approval would undermine the Town's zoning authority by permitting uses which have not been applied for. There is no compelling need to rezone, since a dwelling - the stated reason to pursue the rezone - is allowed in F-1 zoning. On behalf of the P&RC, Sarah Delaney **moved** to recommend that the Board decline the Petition to Rezone by Northgate Land Partners LLC, seconded by Deb Amery. All

ayes. Motion carried.

- Comprehensive plan update: February 19th is the proposed public hearing date for the Comprehensive Plan which will be finalized at the March 12th Town Board Meeting.

b. Roads Committee presented by Quentin Johnson

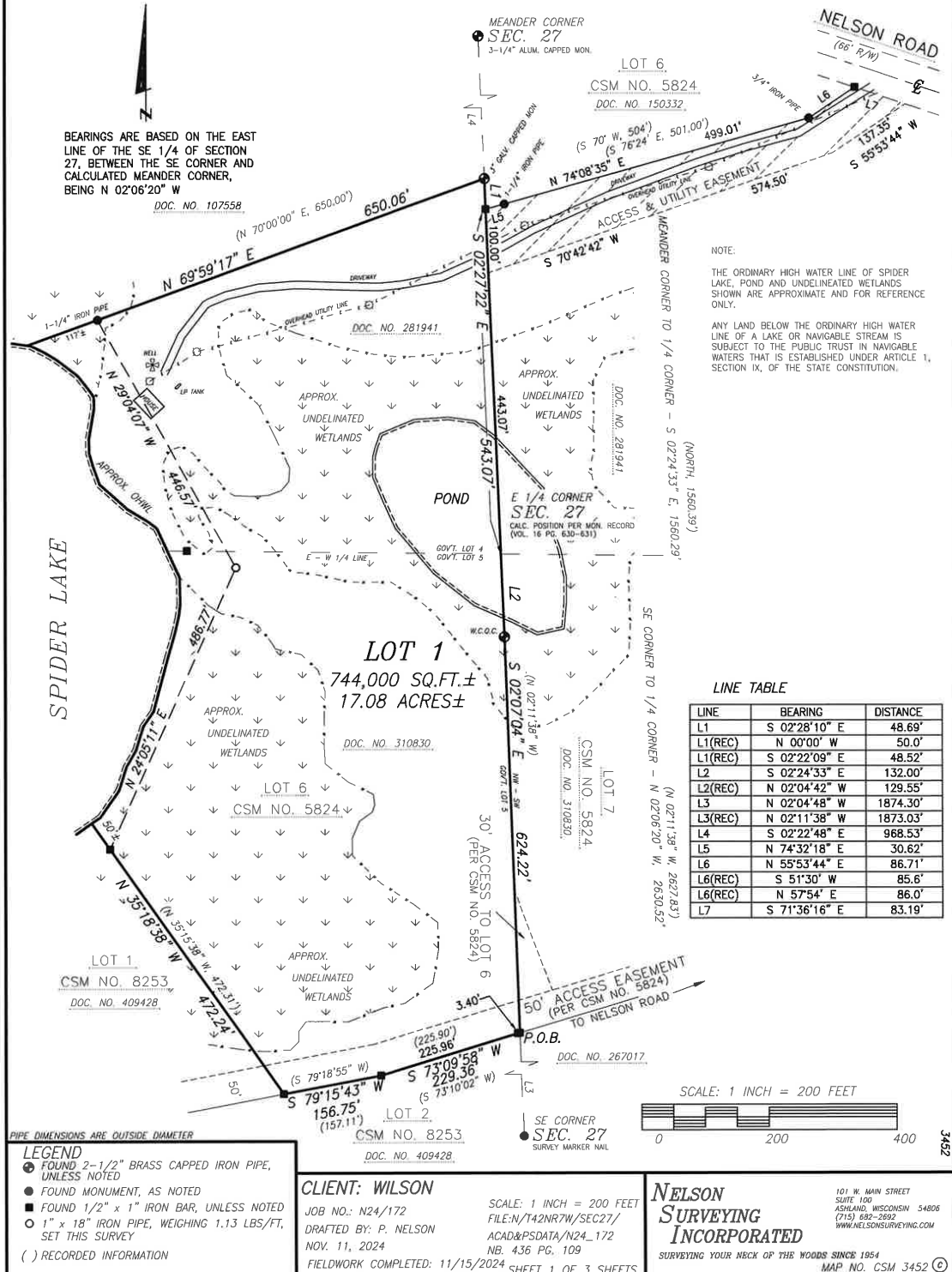
- Motion to consider purchase of a wobble-wheel compactor from Town of Hayward for \$7,500 to decrease man hours grading made by Quentin Johnson, seconded by Deb Amery. All ayes. Motion carried.

10. Motion to adjourn made by Mark Johns, seconded by Deb Amery. All ayes. Motion carried. Next Regular Town Board Meeting on Wednesday, December 11, 2024 at 6:00 PM.

Respectfully submitted,

Bianca Cleary
11.29.24

LOT 6 OF SAWYER COUNTY CSM NO. 5824, RECORDED IN
VOLUME 20 OF CERTIFIED SURVEYS ON PAGES 158-159, AS
DOCUMENT NO. 271022 AND OTHER LANDS IN GOVERNMENT
LOT 4, ALL IN SECTION 27, T. 42 N., R. 7 W., IN THE TOWN
OF SPIDER LAKE, SAWYER COUNTY, WISCONSIN



SAWYER COUNTY CERTIFIED SURVEY MAP NO. _____

LOT 6 OF SAWYER COUNTY CSM NO. 5824, RECORDED IN VOLUME 20 OF CERTIFIED SURVEYS ON PAGES 158-159, AS DOCUMENT NO. 271022 AND OTHER LANDS IN GOVERNMENT LOT 4, ALL IN SECTION 27, T. 42 N., R. 7 W., IN THE TOWN OF SPIDER LAKE, SAWYER COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, PETER A. NELSON, PROFESSIONAL LAND SURVEYOR IN THE STATE OF WISCONSIN, HEREBY CERTIFY:

THAT ON THE ORDER OF ERIC AND CHERYL WILSON, I HAVE SURVEYED AND MAPPED LOT 6 OF SAWYER COUNTY CSM NO. 5824, RECORDED IN VOLUME 20 OF CERTIFIED SURVEYS ON PAGES 158-159, AS DOCUMENT NO. 271022 AND OTHER LANDS IN GOVERNMENT LOT 4, ALL IN SECTION 27, T. 42 N., R. 7 W., IN THE TOWN OF SPIDER LAKE, SAWYER COUNTY, WISCONSIN; DESCRIBED AS FOLLOWS:

TO LOCATE THE POINT OF BEGINNING, COMMENCE AT THE SE CORNER OF SAID SECTION 27 AND RUN, N 02°04'48" W, 1874.30 FEET ON THE MONUMENTED EAST LINE OF SAID SECTION 27, TO THE SE CORNER OF SAID LOT 6, CSM NO. 5824, WHICH IS THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING BY METES AND BOUNDS:

LEAVING SAID EAST LINE, S 73°09'58" W, 229.36 FEET ON THE SOUTH LINE OF SAID LOT 6. THENCE CONTINUE ON SAID SOUTH LINE, S 79°15'43" W, 156.75 FEET. THENCE LEAVING SAID SOUTH LINE, N 35°18'38" W, 472.24 FEET ON THE WEST LINE OF SAID LOT 6 TO A MEANDER CORNER THAT IS S 35°18'38" E, 50 FEET, MORE OR LESS, FROM THE ORDINARY HIGH WATER LINE (OHWL) OF SPIDER LAKE. THENCE LEAVING SAID WEST LINE AND ON A MEANDER LINE NEAR SAID OHWL, N 24°05'11" E, 486.77 FEET. THENCE N 29°04'07" W, 446.57 FEET TO A MEANDER CORNER THAT IS N 69°59'17" E, 117 FEET, MORE OR LESS, FROM SAID OHWL. THENCE LEAVING SAID MEANDER LINE, N 69°59'17" E, 650.06 FEET TO THE MONUMENTED EAST LINE OF SAID SECTION 27. THENCE ON SAID MONUMENTED EAST LINE, S 02°28'10" E, 48.69 FEET. THENCE S 02°27'22" E, 543.07 FEET TO THE CALCULATED E 1/4 CORNER OF SAID SECTION 27. THENCE S 02°24'33" E, 132.00 FEET ON THE EAST LINE OF SAID LOT 6 OF CSM NO. 5824. THENCE CONTINUE ON SAID EAST LINES, S 02°07'04" E, 624.22 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 744,000 SQUARE FEET, MORE OR LESS, WHICH IS 17.08 ACRES, MORE OR LESS, INCLUDING THAT LAND LYING BETWEEN THE MEANDER LINE AND THE OHWL OF SPIDER LAKE AND THE EXTENSION OF THE LOT LINES TO SAID OHWL.

SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD OR USE, IF ANY.

THAT THIS MAP IS A TRUE REPRESENTATION OF SAID SURVEY;

THAT I HAVE FULLY COMPLIED WITH SECTION 236.34 OF THE WISCONSIN STATUTES AND THE TOWN OF SPIDER LAKE SUBDIVISION CONTROL ORDINANCE IN MAKING SAID SURVEY, SUBDIVISION AND MAP; AND

THAT SAID SURVEY AND MAP ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PETER A. NELSON

PLS - 3071

TOWN OF SPIDER LAKE APPROVAL

THIS SAWYER COUNTY CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE TOWN OF SPIDER LAKE.

_____ DATED THIS _____ DAY OF _____, 2024.

TIM SHELDON
TOWN CHAIR

3452

CERTIFICATES

CLIENT: WILSON

JOB NO.: N24/172

DRAFTED BY: P. NELSON

NOV. 11, 2024

FIELDWORK COMPLETED: 11/15/2024

FILE:N\T42NR7W\SEC27\

ACAD&PSDATA\N24_172

NB, 436 PG. 109

SHEET 2 OF 3 SHEETS

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INCORPORATED

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MAP NO. CSM 3452 ©

FIRE DEPARTMENT AUTOMATIC MUTUAL AID AGREEMENT

This agreement made by and between the Town of Round Lake and the Town of Spider Lake shall be known as the Auto Aid Plan.

WHEREAS, Auto Aid is defined as the loaning of services and accompanying equipment to a fire department, by another fire department to meet an emergency beyond the capabilities of the fire department being assisted; and

WHEREAS: The Town of Round Lake and the Town of Spider Lake form a practically continuous area through which it is deemed practical for them to render assistance in fire/ or other emergencies, and, it is deemed mutually sound, desirable, practical, and beneficial for the Towns of Round Lake and Spider Lake to render assistance to each other.

NOW THEREFORE, it is hereby agreed as follows:

ARTICLE I OPERATIONS

Mutual aid hereunder shall be rendered automatically any time either Round or Spider Lake Fire Departments parties are requested to respond to an emergency. The fire department rendering automatic mutual aid will respond without discrimination to all calls within receiving fire departments jurisdiction per the Auto-Aid contract. Both Round Lake and Spider Lake will provide services used within operations on fire/ emergencies corresponding to the mutual aid contract. Fire Fighters will be compensated by the town receiving mutual aid services that are requested. Compensation will be based on each towns own agreement. In the event the receiving department fails to respond with personal and equipment they will be charged for all equipment and personal. This would not apply to any trail rescue.

ARTICLE II ELIGIBILITY

Either Round or Spider Lake fire departments may enter into mutual aid agreements with other municipalities and fire departments

ARTICLE III LEGAL RESPONSIBILITY FOR ACTS OF FIREFIGHTER

Except as noted in Article IV and V below, the municipality receiving Auto-Aid shall be legally responsible for the acts of the firefighters responding officially to a request for mutual aid while they are performing duties in the aided community. Performing duties shall include any movement of any apparatus within boundaries of the aided community. The department providing Auto-Aid shall be responsible for the acts of its members while traveling to or returning from the emergency in all localities other than within the boundaries of the aided community.

ARTICLE IV DAMAGES

Round Lake and Spider Lake shall not be liable to the other or damages, loss of equipment, injury to personnel, or payment of compensation arising as a result of assistance rendered under terms of this agreement, provided that, of the equipment of the property of a signatory is damaged or destroyed by the gross negligence of the other signatory, its agents or employees. The signatory responsibility shall be decided by authorized representatives of the signatory parties. Provided that the signatory receiving aid shall assume responsibility for provided lubrication, fuel, and welfare items for firefighters to the extent of which they would provide their own fire department. Provided further that both parties shall exercise due diligence in returning list equipment to the rightful owner.

ARTICLE V WORKERS COMPENSATION AND INSURANCE COVERAGE

If a member of either fire department is killed or injured responding to or returning from / or acting at an emergency under this Auto-Aid Agreement, the department of which he/she is a member, or the government by which he/ she is employed, shall grant them the same compensation and insurance benefits that it would if the emergency were in its own Town.

It is understood that when either department responds to provide Auto-Aid for the other department by dispatching equipment and / or personnel under this agreement, such aid is not intended to create any employer- employee relationship between either department or its members.

ARTICLE VI COMMAND

Command of any incident shall be assumed as per fire department standard operating guidelines and shall be carried out according to the incident command system. The superior line offices of the department receiving mutual aid shall be responsible for all operations within his/her jurisdiction. However, apparatus, personnel, and equipment rendering assistance shall be under the immediate supervision of the senior line officer of the department rendering aid shall have the right to withdraw from fire/ emergency site in sole judgment of the senior line officer of the department providing assistance.

ARTICLE VII STANDARD OPERATING GUIDELINES

The chiefs of the fire departments of this agreement are authorized and encouraged to meet and draft the plans and standard operation guidelines. Such plans should become effective upon ratification of the chief officers of the signatory parties.

ARTICLE VIII FINANCE

Either Round Lake or Spider Lake shall charge each other for apparatus used to respond pursuant to this agreement. The agreement does not preclude payment for additional services and equipment above and beyond those services and equipment stated in Article I of this agreement

ARTICLE IX TERMINATION

This agreement may be terminated by either party, by providing to the other party written notice at least 90days prior to the termination of this agreement.

Dated _____, _____ 202__

Town of Round Lake

Town of Spider Lake

Rolfe Hanson, Chairman

Tim Sheldon, Chairman

Town of Round Lake Fire Chief, Michael Schmidt

Town of Spider Lake Chief

Kathy McCoy , Clerk

Bianca Cleary, Clerk