

Town of Spider Lake
Board of Supervisors Meeting
Town Hall, 10896W Town Hall Road
Wednesday, December 10th, 2025
6 p.m.

MINUTES

1. Meeting was called to order by Chair Johnson at 6:05 pm. In attendance were Supervisors Delaney, Johns, Amery and Thearin with Clerk Cleary, and Treasurer Pagenkopf.
2. Community Participation: Thank you to Don and James for their amazing job done keeping our roads clear over the holiday weekend!
Supervisor Johns spoke in memory of Dick Thearin's life, his contribution to the Town of Spider Lake and a moment of silence in his honor.
3. **Motion** to approve agenda for December 10th, 2025 made by Bill Amery, seconded by Sarah Delaney. All ayes. Motion carried.
4. Pledge of Allegiance
5. **Motion** to approve minutes from November 12th Town Board Meeting made by Sarah Delaney, seconded by Dave Thearin. All ayes. Motion carried. **Motion** to approve November 20th Special Town Board Meeting Minutes approved by Sarah Delaney, seconded by Mark Johns. All ayes. Motion carried.
6. Treasurer's Report was presented by Molly Pagenkopf. Year to date cash balance \$435,481.
Motion to approve increase in credit card amount with Frandsen Bank from \$1,500 to \$3,000 made by Quentin Johnson, seconded by Mark Johns. All ayes. Motion carried.
7. Clerk's Report presented by Clerk Cleary:
 - a. **Motion** to approve vouchers in the amount of \$35,038.35 and any late coming regular bills made by Sarah Delaney, seconded by Mark Johns. All ayes. Motion carried.
 - b. **Motion** to approve Chief Election Inspector and Election Inspectors for 2026-2027 made by Quentin Johnson, seconded by Sarah Delaney. All ayes. Motion carried.
 - c. Board meeting minutes for 2026 will be migrating to Motions only with little to no summary.
- d. Website status & Policy - Town will work to create policy and list of users for Town Web website.
8. Committee Reports
 - a. Plan & Review Commission presented by Sarah Delaney:
Motion to approve updated UDC Fee Schedul with Resolution 2025-06 made by Sarah Delaney, seconded by Quentin Johnson. All ayes. Motion carried.
Motion to engage Van Bresen & Roper firm to assist with update to Land Use Ordinance 17-88 at a cost not to exceed \$30,165 made by Sarah Delaney, seconded by Quentin Johnson. All ayes.
 - b. Roads presented by Quentin Johnson:
New truck status: new 2026 truck delivered with wrong suspension. To rectify, a 2027 model will be delivered per original schedule to our specification. Solution considered preferable to charging interest on the initial payment.
 - c. Health, Safety & Environment presented by Quentin Johnson:
Motion to submit Ordinance for Slow No-Wake buoys in lost Land Lake - Teal Lake Connector made by Quentin Johnson, seconded by Mark Johns. All ayes. Motion Carried.

d. Finance & Insurance presented by Bill Amery:

Pay raises for 2026 will be set at 3.5% for Roads, Solid Waste & Recycling, Deputy Clerk, Deputy Treasurer and Cleaning staff.

	2025 amount	Increase	2026 amount
Roads Lead	33.02	1.16	34.18
Roads Worker	26.83	0.94	27.77
Transfer Station	17.54	0.61	18.15
Deputy Clerk	15.00	0.61	18.15
Cleaning	17.54	0.61	18.15

e. Facilities & Maintenance presented by Mark Johns:

Facilities - Town Hall furnace was serviced, New parking lot lighting was picked up by Quentin Johnson (Thank you!), and Transfer Station is being run by Stefan Olsen in Bob's absence. Thank you to Dolores for the handmade wreath for the Town and Thank you to the Garden and Grounds Auxillary for the holiday planters in front of town hall - they look great!

9. General Administrative Items

Motion to approve Town Board and Mike Gardner for the ability to sign citation on behalf of the town with Sawyer County made by Mark Johns, seconded By Sarah Delaney. All ayes. Motion carried.

Motion to approve change of employee handbook to update section on Retirement Plan and Health Benefits made by Bill Amery, seconded by Dave Thearin. All ayes. Motion carried.

11. Motion to adjourn made by Mark Johns, seconded by Bill Amery. All ayes. Motion carried. Next Town Board meeting will be on 1/14/25 at 6 pm.

Respectfully submitted,
Bianca Cleary
Clerk, Town of Spider Lake
12.13.25

3:28 PM

01/11/26

Accrual Basis

Town of Spider Lake
Expenses by Vendor Summary
December 15, 2025 through January 14, 2026

	<u>Dec 15, '25 - Jan 14, 26</u>
Advance Printing	253.38
APG Media of Wisconsin, LLC	700.98
Ascendance	3,686.61
Bitco	5,408.00
CenturyLink	563.66
Craig Pagenkopf	224.25
DON BECKER	123.72
Donna Nickel	60.00
Elan Financial Services	1,060.51
George J Brandt	60.00
Halron Lubricants	189.14
Heinz CTC, Inc	4,952.22
Hey Gov	1,188.00
Jeff Tumbleson	92.22
John Fabick Tractor Company	160.86
Julie Rudolph	31.30
Jump River Electric Coop	423.55
Liberty Mutual	250.00
Mark Burke	221.00
O'Reilly Automotive, Inc	452.41
PINES BACH LLC	87.00
Quentin C Johnson	95.16
Republic Services #930	563.52
Riglemon Appraisal Service	3,500.00
Robert Capes	67.92
Rusk County Farm Supply	746.27
Sawyer County Clerk	816.84
Sawyer County Highway Dept	1,334.76
Sawyer County Register of Deeds	6.00
Spears Carlson & Coleman S.C.	195.00
Steffon Olson	442.00
Transwest Truck Trailer RV - Brighton	1,263.45
Wisconsin Dept. of Revenue	10.00
Wisconsin ETF Health Insurance	2,091.56
TOTAL	<u><u>31,321.29</u></u>



SAWYER COUNTY ZONING & CONSERVATION DEPARTMENT

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

Email: Jay.kozlowski@sawyercountygov.org

Request for Town Feedback on Proposed Zoning Ordinance Amendments – Apartment Complexes and Bakeries:

Dear Town Supervisors,

Sawyer County is currently reviewing targeted amendments to the Zoning Ordinance intended to address identified gaps in land use flexibility while supporting the County's broader strategic planning goals, including the need for additional and diverse housing opportunities.

As part of this effort, the County is proposing two limited ordinance changes for Town consideration and comment:

- **Allowing “apartment complexes” within the C-1 Commercial zoning district as a Conditional Use Permit (CUP).**

This change is intended to provide flexibility for multi-unit residential development in areas already served by infrastructure, services, and commercial activity, while maintaining local review and oversight through the conditional use process.

- **Allowing “bakeries” within the A-1 and A-2 Agricultural zoning districts as a Conditional Use Permit (CUP).**

This proposal recognizes small-scale food production as a compatible, value-added agricultural use when appropriately reviewed and conditioned to minimize potential impacts.

Both proposals would continue to require Conditional Use Permit approval, incorporating local input and site-specific conditions, and are not intended to authorize development by right.

Attached for your review is a redlined version of the proposed ordinance amendments illustrating the specific language changes under consideration.

Sawyer County respectfully requests that each Town review the proposed amendments and provide any feedback, concerns, or recommendations. In offering comments, we ask that Towns consider how these changes may support long-term housing availability, economic vitality, and land use compatibility within your communities.

Written comments may be submitted to the Sawyer County Zoning Department by January 18th, 2026. Town feedback will be compiled and reviewed as part of the County's decision-making process prior to any formal action.



Thank you for your time, thoughtful consideration, and continued collaboration. If you have questions or would like additional information, please do not hesitate to contact our office.

Sincerely,

Jay Kozlowski

Sawyer County Zoning & Conservation Administrator

Town of _____
(Insert Town)

Town Poll & Other Comments

Should "apartments" be allowed in Commercial Zone Districts?

Yes _____ No _____ Other (please explain) _____

Should Bakeries be allowed in the Agricultural One & Two Zone District?

Yes _____ No _____ Other (please explain) _____

, Chairman

, Supervisor

, Supervisor

, Supervisor

, Supervisor

Please Provide Any Additional Comments (please see proposed redline amendment):

Dated this _____ day of _____, 20____

_____, Clerk

Proposed Amendment to Sawyer County Zoning Ordinance for Apartment and Bakery

Sawyer County Code of Ordinances – Appendix D

Section 2.0 Definitions

- (7) *Apartment*: A self-contained dwelling unit within a building that houses multiple units, intended for use by one family and providing facilities for living, cooking, sleeping, and sanitation. The rental of an apartment unit must be greater than 30 consecutive days.
- (9) *Bakery/Home Bakery*: A business that makes and sells certain baked goods from a domestic kitchen directly to consumers. These are defined as "not-potentially hazardous" baked goods, meaning they are shelf-stable and baked at high temperatures and do not contain ingredients like cream or custard fillings or frostings that require refrigeration. These baked goods must also contain a list of ingredients.

Section 17.4 - A-1: *Agricultural One District*

- B) *Uses authorized by Conditional Use.*

23) Bakery

Section 17.5 - A-2: *Agricultural Two District*

- B) *Uses authorized by Conditional Use.*

25) Bakery

Section 17.6 - C-1: *Commercial One District*

- B) *Uses authorized by Conditional Use.*

- 13) Apartments; provided that each apartment unit contains a minimum of 10,000 sq ft of land area within the Commercial-One District.

Submit completed
Application and fee to:
Town of Spider Lake Clerk
10896 W Town Hall Rd.
Hayward, WI 54843

Rezone Petition Application

Town of Spider Lake

Sawyer County, Wisconsin

Office Use
Application No. **RZN 26-01**

The undersigned hereby makes application for a Rezone Petition described and located as shown herein.

46 Acre parcel

Print Or Type – Use Black Ink

Property
Owner Paul Sellie & Sandy Proulx Agent _____
Mailing _____ Mailing _____
Address 14791 Foxhill Ave N Address _____
City Hugo State MN Zip 55038 City _____ State _____ Zip _____
Daytime Phone [REDACTED] Daytime Phone _____

Property Legal Description (From Real Estate Property Tax Bill)

Gov't Lot NE 1/4 SE 1/4 Sec 21 Twn 42 N R 7 W Alternate/Legacy ID 0 2 8 - 7 4 2 - 2 1 - 4 1 0 1

Description: _____

Site Address: 11048W West Murphy Blvd, Hayward, WI Acreage 40 Deed Document # _____

Property Information

Existing Zone District: R-1 & F-1 Proposed Zone District: R-1

Present Improvements on Property: 4-season Cabin home, Pole barn, Privy

Proposed use(s) of the parcel if the rezone is approved? Reflect its current use as residential

What is the need for the proposed use(s)? Continuity on the property and simpler process for further development (addition and garage)

Is there potential for the proposed use(s) to create conflict with existing uses in the area? No

Please note: The Town of Spider Lake has approval authority on **Non-Shoreland** rezones. Appeals of a **Non-Shoreland** rezone denial by the Town of Spider Lake Board will go to the Circuit Court.

Sawyer County has authority to review **Shoreland** rezone applications and administer NR115 by letter of concurrence.

Shoreland parcel rezones will require a second step of review by Sawyer County if the Town of Spider Lake recommends approval of the rezone.

The signing of this application grants permission to allow free and unlimited access to the property for onsite inspections between the hours of 8:00 AM - 6:00 PM Mon - Fri to the Zoning Administrator(s) and/or members of the Plan & Review Commission.

I (we) declare that this application (including any accompanying information) has been examined by me (us) and to the best of my (our) knowledge and belief it is true, correct and complete. I (we) acknowledge that I (we) am (are) responsible for the detail and accuracy of all information I (we) am (are) providing and that it will be relied upon by the Town of Spider Lake in determining whether to issue a permit. I (we) further accept liability which may result of the Town of Spider Lake relying on this information I (we) am (are) providing in or with this application.

Signature of Owner (or Agent with Power of Attorney)

Print Name: Paul Sellie & Sandy Proulx Sign: [Signature] Date: 11-7-25

Office use

Dates published _____ Hearing date: _____ Fee \$ _____ Check # _____

Rezone recommended by: _____ Date: _____

Signature of Zoning Administrator

Proulx-Sellie Trust (Sandra Proulx & Paul Sellie) - Rezone Petition RZN 26-01
January 7, 2026 Public Hearing

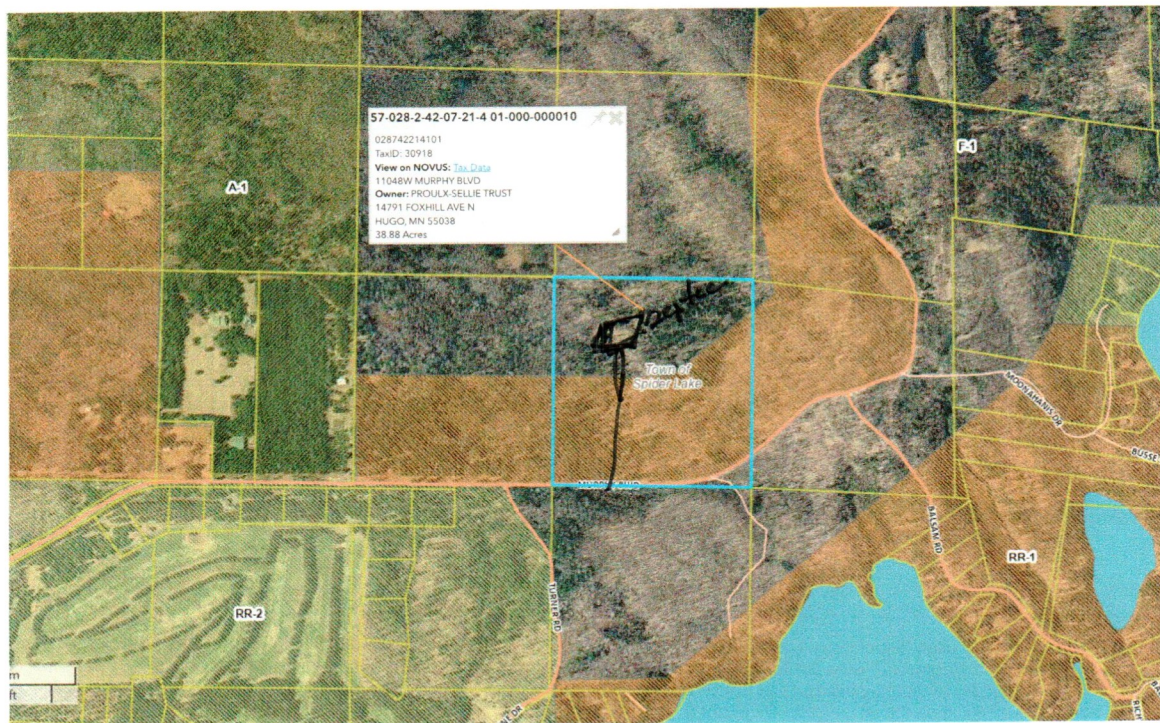
Site Location: 11048W Murphy Blvd, Hayward, WI 54843

- *QUP* -> *ZOO* use -
Dwelling

Applicant request: Rezone the 38.876 acre parcel (outlined in blue below) from the current F-1 (transparent overlay) and RR-1 (brown overlay) dual zone districts to exclusively RR-1 to reflect current use and simplify future development planning.

Current (and proposed) use: One single-family dwelling with accessory buildings.

The owners' desire to expand the existing dwelling or add accessory structures can be accommodated without changing the zone district configuration.



January 7, 2026 Public Hearing - 6:00 pm at the Town Hall, 10896W Town Hall Road.

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and effective this day: 8-1-2022 by and between:

Chris Klein / Klein Technical Services ("Service Provider")
Address: PO Box 400, Winter WI 54896
Telephone: (708) 674-9851
E-mail: chris-tech@outlook.com

and

Town of Spider Lake, Wisconsin ("Client")
Address: 10896 W Town Hall Road, Hayward, WI 54843
Telephone: 715-462-3977 E-mail: clerk@townofspiderlake.com (Ann Shultz)
Contact: Tim Sheldon Position: Town Chair

Now, therefore, Service Provider and Client agree as follows:

1. Engagement

Client hereby engages Service Provider, and Service Provider accepts engagement, to provide to Client certain services ("Services") and/or materials ("Materials") for which the Client will pay to Service Provider the appropriate amounts outlined in "4. Fees" below. Anytime from the Date of this Service Agreement and forward, when the Client places a Service Call or Order with the Service Provider, or the Service Provider continues to provide ongoing services established between Client and Service Provider, both parties agree to abide by the full terms of this Agreement. Any changes to this Agreement must be made in writing, signed by both parties. Client is under no obligation to request services from Service Provider, and Service Provider is under no obligation to render services to Client.

The Services may be performed on new or used items that belong to or are being utilized by the Client or its employees, members or agents; such as computers and their peripherals, networking hardware and infrastructure, software and operating systems, printers, facsimiles, photocopiers, scanners, handheld computing devices, and other office equipment, telephony systems and electrical systems, and also non-tangible items such as data and software. These Services may include the following: consultation, estimating, design, delivery, diagnosis, troubleshooting, repair, maintenance, preventive maintenance, installation, relocation, removal, sales, upgrade, adjustment, cleaning, training, advice, help, and assistance. These Services and others may be provided (or not) upon the discretion of the Service Provider in attempt to fulfill the needs or requirements of the Client. The Service Provider can delegate at any time for any portion of the services that an Agent ("Agent"), which could be an employee of Service Provider or a subcontractor or an outside firm, perform these services for and by the Service Provider. In such an arrangement the Agent would be directed by the Service Provider, be allowed the same access by the Client as the Client would grant the Service Provider, and any Fees for their Services are due to the Service Provider. The Service Provider can at any time for any reason refuse to provide Services or sell Materials and at no compensation to Client. Client may also seek Services or Materials from another vendor at any time for any reason (except those materials or services that have already been ordered).

2. Place of Work

Service Provider shall render services remotely via telephone or internet connection, or onsite at Client's offices or residence or such other places as reasonably requested by Client and/or as appropriate for the performance of particular services. Client agrees to grant full and safe access to the equipment to be serviced, and consent and cooperation to enter Clients' residence or business. If Services are provided in a residence, a person at least 18 years of age must be present during the entire time period that services are provided.

3. Time

The Service Provider will attempt to provide timely Services on a first call, first serve basis at normal rates between the hours of 9am thru 5pm Monday thru Friday (and possibly during other hours, weekends, overnight and holidays, which may incur additional fees, see "Surcharges" in "4. Fees" below). Service Provider's daily schedule and hours worked under this Agreement shall be subject to Service Provider's discretion; and with no guarantee of availability or delivery.

4. Fees

A) Onsite Services are those provided at the Client's location and are billed at an hourly rate of \$60.00 per hour and are rounded up to the next ¼ hour increments. Billing labor time begins the moment Service Provider or its Agent arrives and includes time spent waiting for access to the equipment or premises. **There is a Minimum Fee due of \$60.00 per Onsite visit** The Minimum Fee covers scheduling the service call, travel up to 10 miles, arrival onsite, and up to the first hour of labor billed. The Minimum Fee is due when Service Provider arrives onsite (whether or not service is provided) unless the Client cancels the service call by telephone at least one hour prior to the scheduled time of arrival. The Minimum Fee is only waived if the Service Call is a follow-up to continue or complete the Services that are directly related to a prior Service Call where a Minimum Fee was already paid in full by Client.

B) Remote Services are those provided via internet, telephone, or Service Provider's office and are billed at an hourly rate of \$36.00 per hour rounded up in ¼ hour increments with only ¼ hour minimum fee per day. This includes time spent on any communications and discussions between Client and Service Provider or by service provider on behalf of the Client. **The Minimum Fee for Remote support on days when support is needed/requested is only \$9.00.**

C) Travel Expenses: Service Provider may charge Client for reimbursement of parking fees at a meter, lot or garage and tolls. Service Provider may also charge Client mileage at current IRS published rates for any travel more than 10 miles from Service Provider's office, and related lodging and meals. Time spent travelling to any location on behalf of the Client, such as to pick up or deliver merchandise or travel to an alternate site, is billable at the Onsite rates (see 4A above).

D) Surcharges: All labor fees are doubled for any services provided on a national holiday, on weekends, or outside the normal hours of operation (9am-5pm) or for priority or emergency service. This fee may be waived in some cases by Service Provider if specifically agreed to in advance, or if performed at those times solely for the convenience of the Service Provider.

E) Materials, parts and supplies, shipping and sales tax (if applicable). Any purchases of Materials over fifty \$50.00 total from the Service Provider must be paid in full to Service Provider before the item is ordered or delivered to Client. Any materials that must be returned for any reason, including defective, not needed, refused by Client or Service Provider, will have all return costs billed to the Client, including return shipping, return labor, and restocking fees. Any losses on the purchase of any parts or materials will be assumed to be due to the Client. Client shall provide proof if tax exempt status is requested.

5. Estimates

Estimates are void after 14 days. Estimates are provided only for the convenience of the Client such as for a general budgetary guideline, many factors prevent Service Provider from guaranteeing pricing, such as other vendors' pricing and availability changes, shipping, and the actual time needed to complete the work may vary depending upon circumstances. If Client requests an estimate and after Service(s) have begun the Service Provider finds the actual Fees will vary significantly from those estimated Fees, the Client may postpone or cancel those Services. In any event, Client must still pay Service Provider the Fees as billed for any Time, Services, Materials, Minimum Service Fees, Travel Expenses, Surcharges, and other applicable fees that have been incurred up to that moment, even if solely to provide an estimate, order, consultation or demonstration. If Client requires that Service Provider must not go over an Estimate's quoted costs or stay within a reasonable amount, that requirement must be made in writing and there will then need to be a separate written Project Contract for that estimated project which must clearly specify the costs that both parties agree to fix and it must be signed by both parties. Any terms specifically written in such Project Contract will take precedence over any contradictory terms in this Service Agreement, otherwise any unclear or unspecified terms will be secondary to this Service Agreement such that all other terms of this Service Agreement shall remain in full force and effect.

6. Invoices

Service Provider shall submit an invoice ("Invoice") to the Client that summarizes the Services and Materials provided and any corresponding fees and credits due. The Invoice may be submitted in person, by mail or e-mail. Client will sign a proof of delivery or proof of service if requested. Customized invoice formatting or detail requested by the Client to suit their own purposes will incur extra fees to create. Labor will be charged to process requests such as forwarding receipts, invoices or other documentation as requested by the Client.

7. Payments and Penalties

Client shall pay Service Provider for all Fees incurred pursuant to this Agreement and as described in "Fees" without delay or resistance.

All Fees plus any past-due amounts **are due upon completion of service or upon date of Invoice**, whichever is sooner, unless a longer term is specifically stated on the Invoice. Any Fees unpaid will accrue interest beginning 30 days from the date of the Invoice at a rate of 2% per month (24% per annum) on the declining unpaid balance until paid in full. Service Provider may refuse to provide Services or Materials to Client if there is an unpaid balance past due; and can at any time for any reason demand the balance and/or the Minimum Service Fee be paid before work commences. Service Provider reserves the right to seek any remedies necessary to recover any unpaid balance, including filing a credit report with major credit bureaus, submitting the Client to collection agency(s), filing a lawsuit, retaining or selling Client's property that is in the possession of the Service Provider, uninstalling or removing Materials or software or reverting settings from the Client that were purchased from the Service Provider or its Agents.

8. Confidentiality and Privacy policy

During the term of this Agreement, Service Provider shall not, without the prior consent of Client, intentionally disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Client's proprietary and confidential information such as, but not limited to, Client or employee lists, business plans, marketing plans, financial information and accounts, designs, drawing, specifications, software, and source code. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Service Provider and shall not be disclosed or used by Service Provider except to the extent that such disclosure or use is reasonably necessary to provide Services. Service Provider is not responsible for any confidential information lost or compromised due to a hardware or software malfunction that is caused by a flaw or oversight of the manufacturer, programmer, hacker, thief, or Client or act of God.

Confidential Information shall not include any information that:

- A) is disclosed by Client without restriction;
- B) becomes publicly available through no act of Service Provider;
- C) is rightfully received by Service Provider from a third party.

9. Limitation of Liability

Client hereby under no circumstances will hold Service Provider or its Agents liable for any direct, indirect or consequential damages caused by but not limited to breakdown or failure of any equipment or from delays in servicing or the inability to render service or to negligence; including any loss of profit, income, productivity, revenue or future revenues by the Client or its associates for any consequential, incidental, special or exemplary damages incurred or suffered by Client due to (but not limited to) systems downtime or loss of data, whether in contract, tort, or otherwise, even if Client has been advised of the possibility of such loss or damages. Client hereby assumes all risk of loss of data or productivity or revenues from any and all causes or in any way related to or resulting from the Services by Service Provider or its Agents. If you have important data in your computers, please make sure that you backup the systems before scheduling a Service Call. If requested, Service Provider can create a backup at additional expense, but will not guarantee that all data will be located, saved or be restored. Client further agrees that the total liability of Service Provider or its Agents for all claims of any kind arising as a result of or related to this agreement, or to any act or omission of Service Provider, whether in contract, tort or otherwise, shall not exceed an amount equal to the amount actually paid by Client to the Service Provider for those specific Services as billed. Client shall indemnify and hold Service Provider harmless against any claims by third parties, including all costs, expenses and attorney's fees incurred by Service Provider therein, arising out of or in conjunction with Client's performance under or breach of this contract.

10. Warranties

Any warranties on the Materials sold by or provided by Service Provider **are those made by the manufacturer**. Service Provider hereby expressly disclaims all warranties, either express or implied; including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with these Materials or products. Time for pursuit or remediation of manufacturers' warranties is billable by Service Provider. **The only warranty Service Provider shall provide is a 30 day warranty on its Services only**, beginning from the date of service. The Service Provider, or its Agents, will attempt to remedy the problem by providing additional Services at no charge to correct the situation, or in the event that it cannot, will refund the "Labor" fees for that Service, not to exceed the amount paid by Client for Labor for that specific Service only. This warranty will not be honored if the Client has any Invoice balances that are past due or if Client does not allow the Service Provider to correct the problem. Warranties are void if the problem is caused by an act of God, an automated process, normal good business practices (such as installing security updates), vandalism, misuse, tampering, or alteration or service by Client, its staff or anyone besides Service Provider or its Agents.

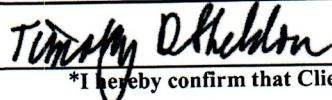
11. Severability

If any term of this Service Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included. The categories and formatting of this document, including items in bold, are for ease of readability and should not be misconstrued as giving an alternate meaning.

Upon these signatures this Agreement has been executed by the parties as of the date first above written.
I HAVE READ THIS DOCUMENT AND UNDERSTAND IT AND AGREE TO ABIDE BY ITS TERMS



[Service Provider's Signature]



[Client's Signature*]

*I hereby confirm that Client's information is correct, and that I am authorized to sign this Agreement.

MEETING MINUTES
Town of Spider Lake
Health, Safety and Environment Committee
December 8, 2025, at 2:00 pm

1. The meeting was called to order at 2:00pm by Chair Johnson. In attendance were members Conroy, Mickelson, Thearin and Amery.
2. Agenda approval. Motion by Mickelson for approval, seconded by Conroy. Motion carried.
3. Pledge of Allegiance.
4. Approve minutes from November 18th meeting. Motion by Mickelson for approval, second by Conroy. Motion carried.
5. Review of Buoy - No wake LLL-Teal Lake Connector proposed Ordinance.

The proposed ordinance and the submission process were discussed. Noting that the DNR has referred to this body of water as a “connector”, signage on the lake will call it a “thoroughfare”, which the community has more commonly used as a descriptor. A total of five buoys will be approved, to be purchased by TOSL with maintenance the responsibility of the QLIA.

Motion to approve by Amery, second by Johnson. Motion carried.

6. Condition report for submission to DNR.

A draft condition report was reviewed.

Motion by Amery to approve, seconded by Conroy. Motion carried.

7. Report on Signs at Public Landings

Dave Mickelson presented a proposal for ordinance signage to be posted on TOSL lakes, including a total of twelve signs at six landings at an approximate cost of \$1,460. This is the approximate cost of signage only and does not include the cost to construct new mounting backboards nor the cost of installation. Other options are being pursued.

Motion by Mickelson to approve, second by Johnson. Motion carried.

8. Report on Ordinance Enforcement

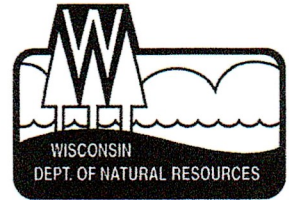
Bill Amery reviewed ordinance enforcement options. Discussion followed with agreement that the Committee will continue to develop and updated enforcement plan.

9. Motion to adjourn by Amery, seconded by Mickelson. Meeting adjourned at 2:33pm

Respectfully Submitted,
Bill Amery, Vice Chair

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



January 8, 2025

Clerk Bianca Cleary
10896 W Town Hall Rd
Hayward, WI 54843

Subject: Proposed Slow-No-Wake Ordinance for Unnamed Waterbody ID#5003238

Dear Clerk Cleary:

On December 14, 2025, I received your proposed ordinance to regulate boaters on the unnamed waterbody ID#5003238 located between Teal Lake and Lost Land Lake in the Town of Spider Lake located in Sawyer County Wisconsin. I reached out to you via email on December 17, 2025, to discuss some information on the ordinance and the Department's decision to designate the unnamed waterbody as a river.

Earlier today I had a phone conversation with Spider Lake Town Chair Question Johnson to discuss the unnamed waterbody's designation as a river. We talked about multiple topics including:

- Unnamed waterbody ID#5003238 between Teal and Lost Land Lake has been designated a river.
- The department only performs advisory reviews for local boating ordinances under Section 30.77(3)(d) relating to inland lakes.
- I am unable to perform an advisory review of the submitted ordinance and condition report as waterbody ID#5003238 is not an inland lake.
- The next steps for the town to apply for waterway marker permits for the listed slow no wake markers on the unnamed waterbody should the town choose to adopt the proposed ordinance.

If you have any questions, concerns, or need assistance please call me at 715-764-0716 or email me at robert.kneeland@wisconsin.gov.

Regards,

Lt Bob Kneeland
Local Government Recreation Administrator-Conservation Warden
Wisconsin Department of Natural Resources

State of Wisconsin
Department of Natural Resources
PO Box 7921, Madison, WI 53707-7921
dnr.wi.gov

Waterway Marker Application and Permit

Form 8700-058 (R 05/23)

Page 1 of 2

Notice: Collection of this information is authorized under s. NR 5.09, Wis. Admin. Code. Failure to provide this information may result in removal of waterway markers. Personal information collected will be used to administer the Waterway Marker Permit program and may be provided to requesters as required by Wisconsin's Public Records law [ss. 19.31-19.39, Wis. Stats.].

Instructions: Refer to instructions and requirements on the back of this form. Complete this form and send to your local conservation county warden.

Application and Permit: ☒ Placement ☐ Discontinue ☐ Change ☐ Temp. Project or Event

Jurisdiction: ☐ City ☒ Town ☐ Village of _____ County of _____, Wisconsin.

Section 1: Applicant Information

Applicant Name

TOWN OF SPIDER LAKE, Sawyer Ct.

Street Address

10896 W TOWN HALL RD

City

HAYWARD

State

WI

ZIP Code

54843

Telephone Number (include area code)

715-462-3977

Name of lake or body of water buoys will be placed

LOST LAKE - TEAL LAKE CORNELIOR
ID # 5003238

Section 2: Riparian Permission - Required for moorings, slalom course, race-course markers

Property Owner Name

Street Address

City

State

ZIP Code

Telephone Number (include area code)

I consent to the placement of water marker(s) adjacent to the waters of my private property.

Signature of Applicant (authorizing representative)

Date Signed

For Construction Projects - Enter Information Below

WDOT Project Number

Project Start Date

Project End Date

Type of Marker(s)	Qty.	Type of Marker(s)	Qty.	Message on Marker	Factors to Consider
Aid to Nav. Center		Boat Excluded 			Ordinance Required
Aid to Nav. Red		Swim Area 		SWIM AREA	Commonly approved only for public beach use
Aid to Nav. Green		Controlled Area 	5	SLOW - NO WAKE	Ordinance or state law required
Mooring		Hazard Warning 			No Ordinance Required
Non-standard Markers/signs		Informational 			No Ordinance Required
Describe the Non-standard markers					

Required - Attach diagrams and satellite maps showing the proposed location of the marker(s). Identify the exact location of the water marker(s) in distance from one or more fixed objects, whose location is known or provide the GPS coordinates of the marker(s) placement.

Applicant Representative (print name) _____ Signature of Applicant (authorizing representative) _____ Date Signed _____

Section 3: Local Government Authorization

- ☐ **Approved** -- The above named applicant may place and maintain, subject to DNR approval, the above described marker(s).
☐ **Disapproved** -- The placement of the described marker(s) may not take place.

Name of Local Government or State Agency _____ Restrictions _____

Approved by (print name) _____ Title _____ Approved by (signature) _____ Date Signed _____

Leave Blank - DNR Use Only

Warden's Recommendation ☐ Approved ☐ Disapproved Recreation Warden ☐ Approved ☐ Disapproved

Ordinance on File ☐ Yes ☐ No ☐ Not Required RW Signature _____ Date Signed _____

Warden's (Printed) Name _____ WWM permit number _____

General Information

The WATERWAY MARKER APPLICATION AND PERMIT, Form 8700-58, is an application to place waterway markers. When fully completed, it becomes a permit to place the markers, or a notice of discontinuing placement of markers or a notice of a change in the placement of markers in a previous permit. Markers may not be placed in Wisconsin waters until the permit application has been completed and this form has been approved by the DNR.

The municipality having jurisdiction over the water where the markers are placed must approve the permit issuance. The Department of Natural Resources (DNR) must approve the application prior to it becoming effective.

MOORING BUOYS may or may not need Department approval or SECTION 3 completed depending on the criteria in s. 30.772, Wis. Stats., or the existence of an approved mooring ordinance.

Generally, only municipalities may be the applicant for Aids to Navigation, Controlled Area and Boat Excluded markers.

EXCEPTION: Swimming area buoys can be approved for placement in conjunction with bathing beaches operated by resorts, clubs, civic organizations where they are open to the public or used by large numbers of people.

Municipalities, individuals, resorts, clubs, civic organizations, etc. may be the applicant for Hazard Warning and Informational markers.

Municipalities may contract with individuals, clubs and other organizations to buy, maintain and place Aids to Navigation and regulatory markers. The municipality maintains responsibility.

For unique circumstances, check with your local DNR Recreation Warden.

Instructions For Completing the Form

Indicate if application and permit is for a first time placement; a discontinuation, or a change of a current permit.

Jurisdiction - Identify the (City, Town or Village) of (Name of Municipality) having jurisdiction over the water and the County of (Name of County) where the markers will be or are currently located.

Section 1 - Applicant and Section 2 - Property Owner

If the applicant or property owner is a municipality, business, club, etc., use this name in the "Applicant's Name" block. Name of Waterbody and Location of Marker(s) must be completed.

Section 2 - Property Owner

Must be completed depending on the type of markers the permit is an application for. Mooring buoys, race-course and slalom course markers require the written permission of the adjacent riparian landowner. See [NR 5.09\(7\)\(c\)](#)

Type of Markers and Quantity

1. Locate the type of markers and fill in the quantity.
2. Provide the message to be placed on the marker if the markers are Controlled Area, Hazard Warning or Informational.
3. Remarks: Indication if the marker is a sign or buoy or has unique characteristics. (For example, the waterway marker will be placed; on a stake in the water, on a placard sign on a bridge, posted on a break-wall, etc.)
4. Describe the exact message that will be written on the marker if non-standard or sign(s).

Section 3 - Local Government Authorization

Must be completed by an officer or representative of the local government or State Agency with local jurisdiction. Approval signature must be an officer of the local jurisdiction even if applicant and local jurisdiction are the same governing body.

Diagram(s) and Map(s) must:

1. Allow a person to locate where the markers are placed or will be placed.
2. Show the relation of the markers from some fixed reference point. Distances in feet must be shown from fixed reference point(s) and in relation to each marker.
3. Show the relationship of the markers to other riparian owners, significant objects and water areas.
4. Must be as accurate as possible. GPS or Land coordinates of each marker are preferred.

Upon completion of Section 1 and 2 (if necessary), forward the application to your local municipality for completion of Section 3. They must then forward it to the Department of Natural Resources.

If you have problems completing this form, consult with your local DNR Recreation Warden.

ORDINANCE 2026-1

**FOR SLOW-NO-WAKE AREA OF LOST LAND AND TEAL LAKE CONNECTOR
WATERBODY ID#5003238, TOWN OF SPIDER LAKE, SAWYER CO., WI**

A SOLE ORDINANCE TO REGULATE BOATING UPON THE WATERBODY ID# 5003238
CONNECTING LOST LAND AND TEAL LAKE AND PRESCRIBING PENALTIES FOR
VIOLATIONS THEREOF

WHEREAS, in the interests of public health, safety and or welfare, including the public's interest in preserving natural resources, the town of Spider Lake has the authority to enact ordinances covering waters within it's jurisdiction if the ordinances are not contrary to or inconsistent with chapter 30 Wis. Stats and they regulate to the equipment use or operation of boats or any activity regulated by sections 30.60 to 30.1 Wis. Stats.

The Town Board of the Town of Spider Lake does ordain as follows:

Section I Applicability and Enforcement

- (a) The provisions of this Ordinance shall apply to the waterbody ID# 5003238.
- (b) This ordinance shall be enforced by the officers of the Town of Spider Lake.

Section II Intent

The intent of this ordinance is to provide safe and healthful conditions for the enjoyment of aquatic recreation consistent with public rights and interests, and the capability of the water resources.

Section III State Boating and Safety Laws Adopted

State boating laws as found in ss. 30.50 to 30.70 Wis. Stats, are adopted by reference.

Section IV Definitions

- (a) "Slow-No-Wake" means that speed at which a watercraft moves as slowly as possible while still maintaining steerage control.

Section V **Controlled Area**

No person shall operate a watercraft faster than slow-no-wake throughout waterbody ID# 5003238 at the following buoy GPS locations. (1)46°5.519'N-91°8.262'W
(2)46°5.362'N-91°8.071'W (3)46°5.045'N-91°8.095'W (4)46°5.028'N-91°7.906'W
(5)46°5.071'N-91°7.716

Section VI **Posting Requirements**

The Town of Spider Lake shall place and maintain a copy of this ordinance at all public access points within the jurisdiction of the Town of Spider Lake pursuant to the requirements of NR.5.15 Wis. Admin. Code.

Section VII **Penalties**

- (a) Wisconsin State boating penalties as found in Wis. Stat. 30.80, and deposits as established in the Uniform Deposit and Bail Schedule established by the Wisconsin Judicial Conference, are hereby adopted by reference and all references to fines amended to forfeitures and all references to imprisonment deleted.
- (b) To the extent that the penalty for any violations of this ordinance is not provided under Wisconsin state boating penalties as found in 30.80 Wis. Stats, any person violating this ordinance shall forfeit \$500 for the first offense and shall forfeit \$1000 for the second and subsequent offenses within one year. Deposits established in the WISCONSIN CIRCUIT FEE, FORFEITURE, FINE AND SURCHARGE TABLES shall also apply to any violation.

Section VIII **Severability**

Should any portion of this ordinance or the affected code sections be held invalid by a court of competent jurisdiction, the remainder shall not be affected.

Section IX **DNR review**

Whereas, the Town has submitted a draft of this ordinance to the Wisconsin DNR for advisory review at least 60 days prior to passage, pursuant to 30.77(3)(d), Wis. Stats and

Whereas, the Town Board after considering public comments and any DNR suggestions has determined that adopting this Ordinance is consistent with all other ordinances of the Town and would promote the public health, safety and welfare in the Town and preserve the public's interest in the Town's natural resources;

Section X **Effective Date**

This ordinance will become effective upon passage and the day after publication of posting as required by law.

Passed this _____ day of _____ 2026

Quention Johnson, Chairman

Sarah Delaney, Supervisor

Mark Johns, Supervisor

Dave Thearin, Supervisor

Bill Amery

Attest: _____

Bianca Cleary, Town Clerk