

**ORDINANCE NO. 2025- 1**

Town of Spider Lake, Sawyer County, Wisconsin

**AN ORDINANCE RESTRICTING CERTAIN ARTIFICIAL WAKE ENHANCEMENT**

**WHEREAS**, in the interest of public health, safety, and/or welfare, including the public's interest in preserving natural resources, the Town of Spider Lake ("Town") has the authority to enact ordinances covering waters within its jurisdiction if the ordinances are not contrary to or inconsistent with Chapter 30, Wis. Stats., and they relate to the equipment, use, or operation of boats or to any activity regulated by Sections. 30.60 to 30.71, Wis. Stats.; and

**WHEREAS**, there exist within the Town numerous lakes; and

**WHEREAS**, artificially enhanced wakes can cause environmental damage to lakes and lakeshore, including resuspension of sediment adding nutrients to the water and increased risk of algal blooms, turbidity, shoreline erosion, and threats to aquatic life and waterfowl; and

**WHEREAS**, boats with ballast systems increase the likelihood of aquatic invasive species being introduced and spread on lakes; and

**WHEREAS**, artificially enhanced wakes can damage shoreline, lake bottom, moored boats, and shoreline structures including docks; and

**WHEREAS**, operating boats in a stern down manner creates downward prop wash, disturbing the lake bottom far below the wave zone, 20 feet and more below the surface; and

**WHEREAS**, artificially enhanced wakes can endanger swimmers, anglers, and other watercraft; and

**WHEREAS**, the use of ballast and wake enhancing fins can cause unsafe operation by causing the bow to rise obscuring vision forward; and

**WHEREAS**, the Town 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, determines that adopting this Ordinance is consistent with all other ordinances of the Town and would promote the public health, safety and welfare, including the public's interest in preserving natural resources;

**NOW, THEREFORE**, the Board of Supervisors of the Town of Spider Lake, Sawyer County, Wisconsin, does hereby ordain as follows:

**Section 1. Applicability and Enforcement:** The provisions of this ordinance shall apply to all waters wholly within the Town of Spider Lake, Sawyer County, Wisconsin. This ordinance shall be enforced by all officers of Spider Lake, Sawyer County, Wisconsin and all other individuals empowered to enforce ordinances in this Town.

## Section 2. Certain Artificial Wake Enhancement Prohibited

(1) **Prohibited Equipment.** No person may use or employ ballast tanks, ballast bags or fins to cause a boat to operate in a bow-high manner, or which increases or enhances a boat's wake.

(2) **Prohibited Operation.** No person may operate a boat in an artificially bow-high manner having the effect of increasing the boat's wake. Such prohibited operation shall include wake enhancement by use of ballast tanks, or ballast bags, or fins, or continuous operation at transition speed (the speed below planing speed in which a boat is operating in plowing mode).

(3) **Certain Operations Excluded.** In no event shall any of the following operations be deemed a violation of this Ordinance, provided such operations do not use or employ ballast tanks, ballast bags or wake enhancing fins: i) water skiing, ii) tubing, iii) wake boarding employing a tow rope; iv) brief transition operation to empty a boat of bilge water, or v) brief transition operation of a boat accelerating into a planing condition.

## Section 3. Penalty.

(1) Wisconsin state boating penalties as found in s. 30.80, Wis. Stats., and deposits established in the Uniform Deposit and Bail Schedule established by the Wisconsin Judicial Conferences, are hereby adopted by reference, except all references to fines are amended to forfeitures and all references to imprisonment are deleted.

(2) To the extent that the penalty for any violation of this Ordinance is not provided under Wisconsin state boating penalties as found in s. 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 COURT FEE, FORFEITURE, FINE AND SURCHARGE TABLES shall also apply to any violation.

**Section 4. Severability.** Should any portion of this Ordinance or the affected Code Section(s) be held invalid by a court of competent jurisdiction, the remainder shall not be affected.

**Section 5. Effective Date.** Upon adoption, this Ordinance shall take effect the day after publication or posting.

Enacted: \_\_\_\_\_, 202\_\_

**TOWN OF SPIDER LAKE**

By \_\_\_\_\_

\_\_\_\_\_, Town Chair

## CLERK'S CERTIFICATE OF ENACTMENT

I hereby certify that the foregoing Ordinance was duly enacted by the Town of Spider Lake Board of Supervisors on the date indicated above.

Dated: \_\_\_\_\_, 202\_\_

\_\_\_\_\_, Town Clerk

Published/Posted on \_\_\_\_\_, 202\_\_ by \_\_\_\_\_.

## BUILDING INSPECTION AGREEMENT

It is AGREED between the Town of Spider Lake and Boss Inspection Inc., 12014N Mosquito Brook Rd., Hayward, Wisconsin, 54843, that Boss Inspection Inc. is designated as the building inspector for the Town of Spider Lake, Sawyer County, Wisconsin, for a one (1) year period beginning on October 6, 2025. After one year, this agreement will continue in effect unless terminated by either party sending written notice of termination at least 30 days in advance of the effective date of the termination. The agreement may be terminated at any time with mutual consent. The Town of Spider Lake shall have Boss Inspection Inc., perform the services outlined herein required by Wisconsin State Statutes or regulation, by county ordinance or by local ordinance.

The scope of services to be provided by Boss Inspection Inc., include the administration, fee collection and the notification of noncompliance of the Wisconsin Uniform Dwelling Code (U.D.C.) as per Wisconsin Department of Safety and Professional Services Administrative Code- SPS 320 to 325, and State of Wisconsin Statutes 101.65 and 101.76 for the Town of Spider Lake.

The Town of Spider Lake hereby acknowledges that these contracted services are for structures that are one and two family dwellings and accessory structures (including accessory structure located in the A-1 Zone District). This agreement does not include such items as POWTS (private on-site waste systems), commercial buildings, legal work, zoning matters, culverts and fire ordinances.

The Town of Spider Lake authorizes the inspector to issue stop work orders on jobs where necessary and to carry out his duties under the Town's Uniform Dwelling Code Ordinance. This authority could be exercised in cases of noncompliance, nonpayment of fees or refusal to permit the inspector on the premises.

The building inspector further agrees to attend any meeting he is requested to attend by the town board, for purposes of consultation, code information, legal advice or whatever the town board deems pertinent.

The building inspector shall maintain current State certification in all categories, namely construction, H.V.A.C., electrical, and plumbing. He shall receive no Workers Compensation, Unemployment Compensation or Social Security coverage from the Town.

Boss Inspection Inc. shall be responsible for liability coverage.

Boss Inspection Inc. shall hold the Town of Spider Lake harmless for his acts within the scope of his duties.

The building inspector, at his expense, shall maintain the right to have another certified building inspector do inspections, to have qualified individuals do occasional spot checks and to use secretarial staff as necessary to fulfill the inspection service as specified by the Department of Commerce.

Fees for each inspection service shall be paid directly by the owner or the owner's representative to the building inspector.

The rates for an inspection are as follows:

New Dwellings: \$740.00 plus \$0.34 per square foot of finished interior area (including finished basements, but not including attached garages, unfinished basement, breezeways, or decks) plus \$36 for state seal

Fees for dwellings with neither plumbing, heating or electrical systems shall be 75% of the normal fee

Manufactured Dwellings/Homes: 75% of the normal fee for any closed-panel

manufactured areas and full fee for site built areas.

Additions & Alterations

0-500 Square Feet \$520.00 plus \$0.34 per square foot of finished interior area.

501 Square Feet or more \$740.00 plus \$0.34 per square foot of finished interior area

Decks over 100 Square Feet attached to or used as an exit path from existing dwellings \$360.00

Accessory Buildings

\$360.00 (with electricity, plumbing or heating add \$150.00 per service)

Foundations for existing dwelling units \$360.00

- 1) Said fee includes plan review, inspections, collection, travel expenses, forms, postage, issuing noncompliance reports, State correspondence, and one time reinspection for noncompliance.
- 2) If there are unusual design plans, Boss Inspection Inc. shall be allowed to make additional charges to the homeowner.
- 3) Fees may be charged to the homeowner at \$120.00 per occurrence if additional are required because earlier inspections show that work is not in compliance with applicable codes or laws.
- 4) A fee of \$380.00 will be charged to the homeowner if construction is started without a permit.
- 5) \$380.00 will be charged to the homeowner if the building is occupied before an occupancy inspection is performed.
- 6) The building inspector shall be allowed to retain all such fees.
- 7) The building inspector may collect fees at the rate of \$.54 per mile plus \$86.00 per hour for services provided in addition to those outlined herein. This would be such services as court appearances, legal work, code interpretation, meetings, etc.
- 8) When a permit is more than two years old and either the dwelling exterior is not completed or there is unfinished critical health or safety items, a fee of 25% of the normally applicable fees will be due.

The agreement may be terminated immediately upon written notice by the Town of Spider Lake as to the building inspector for fraud, deceit, loss of certification, negligence, incompetence, misconduct, criminal charges related to duties, conflict of interest or any violation of this agreement.

This agreement may be terminated by the Boss Inspection Inc as to the Town for noncooperation or any violation of this agreement.

Town of Spider Lake

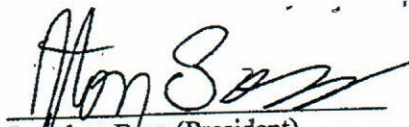
Dated: \_\_\_\_\_

By \_\_\_\_\_  
Town Chairperson

Dated: \_\_\_\_\_

Attest \_\_\_\_\_  
Town Clerk

Dated: 10/6/25

  
Jonathan Boss (President)  
8016-UCI

# FIRE DEPARTMENT AUTOMATIC AID AGREEMENT

This agreement is made by and between the Town of Round Lake and the Town of Spider Lake, hereinafter referred to as the "Parties," and shall be known as the Automatic Aid Agreement.

## **RECITALS**

WHEREAS Automatic Aid is defined as the pre-arranged provision of services and equipment by one fire department to another to assist in emergencies that exceed the capabilities of the receiving department; and

WHEREAS the Towns of Round Lake and Spider Lake are neighboring jurisdictions where it is practical and beneficial to render such assistance; and

WHEREAS the Parties recognize the mutual benefits of cooperating in emergency services through a formal agreement.

NOW, THEREFORE, the Parties agree as follows:

## **ARTICLE I – OPERATIONS**

1. Automatic aid shall be rendered whenever requested by either the Round Lake or Spider Lake Fire Departments.
2. The responding department shall provide fire, rescue, or emergency services as requested within the receiving department's jurisdiction.
3. Firefighters and equipment shall be dispatched without discrimination in accordance with the automatic aid protocol.
4. Firefighters will be compensated by the town receiving aid based on that town's standard compensation policies. *(Both Departments need the same compensation policies)*
5. If the receiving department is unable to provide substantial aid when requested, but assistance is still provided by the other party, the receiving department may be billed for all related personnel and equipment costs, excluding those related to trail rescues.

## **ARTICLE II – ELIGIBILITY**

Either department may enter into additional mutual aid agreements with other municipalities without affecting this agreement.

## **ARTICLE III – LEGAL RESPONSIBILITY**

1. The town receiving aid shall be legally responsible for the acts of assisting firefighters while they are operating within the receiving town's jurisdiction.
2. The providing department shall remain responsible for its personnel while in transit to or from an emergency outside the receiving town's boundaries.

## **ARTICLE IV – DAMAGES AND LIABILITY**

1. Neither party shall be liable to the other for damage, loss of equipment, or injury to personnel resulting from aid rendered under this agreement, except in cases of gross negligence.
2. The receiving department is responsible for providing fuel, lubrication, and basic welfare support (e.g., water, food) to assisting personnel as they would for their own staff.
3. *Record Keeping for the hours and equipment usage to be reevaluated every six (6) months*
4. Both parties shall exercise due diligence in returning lost or borrowed equipment.

## **ARTICLE V – WORKERS' COMPENSATION AND INSURANCE**

1. Any firefighter injured or killed in the course of responding to, returning from, or working

at an emergency under this agreement shall receive the same workers' compensation and insurance benefits as if the incident occurred in their home jurisdiction.

2. This agreement does not create an employer-employee relationship between departments or their personnel.

#### **ARTICLE VI – COMMAND STRUCTURE**

1. Incident command shall follow the Incident Command System (ICS) in accordance with both departments' standard operating guidelines (SOGs).
2. The receiving department retains command authority; however, the personnel and apparatus of the assisting department shall remain under the immediate supervision of their senior officer.
3. The assisting department reserves the right to withdraw personnel and equipment at any time if deemed necessary by their commanding officer.

#### **ARTICLE VII – STANDARD OPERATING GUIDELINES (SOGs)**

The fire chiefs of both departments are authorized to meet, establish, and update SOGs necessary to implement this agreement. Such SOGs shall become effective upon approval by both fire chiefs. **SOGs must be held in all Department Stations and made available to all personnel.**

#### **ARTICLE VIII – FINANCE**

1. Each department may charge the other for the use of the apparatus and personnel provided under this agreement, consistent with town policy.
2. Charges for additional equipment or services not explicitly included in Article I may also be billed separately.
3. **Reevaluation every six (6) months between the towns.**

#### **ARTICLE IX – TERM AND TERMINATION**

1. This agreement shall remain in effect until terminated by either party.
2. Termination requires written notice at least ninety (90) days prior to the desired termination date.
3. The agreement shall be reviewed by both departments at least once every one (1) year.

#### **ARTICLE X – DEFINITIONS**

For the purposes of this agreement, the following terms are defined as:

- Emergency: Any fire, rescue, hazardous material, or other incident requiring emergency response.
- Apparatus: Fire department vehicles and equipment used for emergency response.
- Personnel: Members of the fire department providing aid under this agreement.
- Incident: Any individual emergency response event.
- SOGs: Standard Operating Guidelines as established by the respective fire departments.

**IN WITNESS WHEREOF**, the undersigned have executed this agreement on the dates shown below.

Dated: \_\_\_\_\_, 2025

**Town of Round Lake**

Jim Strandlund, Chairman

Michael Schmidt, Fire Chief

Frank Leuschen III, Clerk

**Town of Spider Lake**

Quentin Johnson, Chairman

Mike Schmidt, Fire Chief

Bianca Cleary, Clerk