

December 29, 2020

Land Services Director Jason Towne and
Burnett County Land Use and Information Committee
7410 County Road K, 120
Siren, WI 54872

Re: Conditional Use Permit #CUP-20-47 – North Camp Properties, LLC

Dear Director and Committee Members:

Steve Austin and Michael Hershberger represent the Buyers of the Campground property and are working closely with Greg and Liz Johnson in the process of developing a seasonal campground on the property.

Our goal is to provide a safe and outstanding Natural Resource experience to those who would otherwise not have access while protecting the environment. We will be introducing an Outdoor Agriculture friendly Campground concept. We intend to provide a learning / petting area for children and encourage animals such as goats, chickens, and pigs. We intend to provide garden plots and stock the ponds for fishing experiences. This proposed Campground will connect people back to nature with an agriculture influence.

We believe that the 350+ acre property is an outstanding location for the proposed conditional use. Attached as an exhibit to this letter is our proposed conditions, providing evidence our commitment. We believe that the seasonal campground with an agriculture focus is compatible with the surrounding residential uses and will provide an opportunity for more families to enjoy the natural resources in a responsible manner.

The development will initially consist of 180 seasonal campsites, each improved with water, 50 amp electrical service and POWTS (Private Onsite Wastewater Treatment Systems). All POWTS will comply with applicable regulations and be regularly tested.

The sites will average 50' wide by 100' deep and vary slightly depending on the topography. Land use permits will be obtained for all items before construction/placement of new items. This includes all decks/patios/sheds/etc. The water will be shut off from late October to May, depending on the weather.

We intend to build 2 storm shelters/ shower houses on the property to serve the residents. The shower house will have a separate women's and men's toilet facility and shower facility.

We also intend to convert the existing single-family home on the property to a restaurant / grill facility to serve mainly as a clubhouse for the residents. The restaurant / grill will have limited seasonal hours.

Access to the property will be from Nelson Road. All internal roads will comply with applicable county codes.

We believe that the proposed seasonal campsite will be a positive to the public interest and consistent with the Burnett County Code.

- a. **General Welfare** – We are providing a safe and outstanding Natural Resource experience to those who would otherwise not have access while protecting the environment. Campers will be subject to a series of detailed rules and regulations. Those campers who violate the rules will be asked to leave. The 350 + acre property will be sensitively developed to retain the rural character of the location, providing significant setbacks from neighboring properties. All POWTS will comply with applicable regulations and regularly tested. The site will be developed in a systematic approach, paying special attention to the topography and other natural features. The development will minimize vegetation disruption. Noise and hour rules will be established for the Campground and the Restaurant / Grill.
- b. **Health** – Each of the sites will be sewerred and all Campers will be subject to a series of detailed rules and regulations. We will have on-site professional management and utilize local professional contractors to keep up the grounds and physical plants. A central well will provide the water source. The well will be tested as required.
- c. **Safety** - The campground will have an on-site manager and Campers will be subject to a series of detailed rules and regulations. The campground will have significant setbacks from the neighboring properties. The campground will provide a safe and outstanding Natural Resource experience to those who would otherwise not have access while protecting the environment. We will provide a safe controlled environment where we can provide an Outdoor Agriculture friendly Campground concept. We intend to provide a learning / petting area for children and encourage animals such as goats, chickens, and pigs. We intend to provide garden plots and stock the ponds for fishing experiences. This proposed Campground will connect people back to nature with an agriculture influence.
- d. **Economic Prosperity** – Our experience indicates that the Campers are generally from outside of Burnett County and utilize local retailers and service providers for their needs. We believe that local businesses will benefit from the Campground. The Campers represent a new set of consumers who will spend money in Burnett County and potentially be future property owners as they realize how beautiful the county is.

We look forward to continuing our outstanding relationship with Burnett County.

Respectfully submitted,

Steve Austin

Steve Austin

Michael Hershberger

Michael Hershberger

Proposed Conditions
CONDITIONAL USE PERMIT

1. A complete campground/manufactured home park (including all existing structures and camping units) map needs to be completed for the entire parcel and filed with the Land Services Department (signed by a licensed architect, engineer or surveyor) which shows the entire layout, location of all sites, roads, property lines, setbacks, structures, water supplies, private waste disposal system(s), recreation areas and any other information the Land Use and Information Committee shall deem necessary within three years of this approval. Any proposed changes in the approved campground/manufactured home park shall be presented to the Land Services Department for approval. No implementation of the proposed changes shall take place until written approval is received from the Land Services Department.
2. Land use permits to be obtained for all items before construction/placement of new items. This includes all decks/patios/sheds/etc.
3. No recreational vehicle transfer tanks shall be used. All camping units shall be attached to a POWTS (Private Onsite Wastewater Treatment Systems).
4. A copy of the state campground license must be provided to the county Land Services Department within nine months of approval.
5. Camping units shall meet Wisconsin camping unit requirements.
6. Follow all local, county, state and federal requirements for this activity.
7. Provide an erosion control plan
8. Establish a water run off management plan
9. Establish a grading scale plan
10. Test soils to identify areas to accommodate new septic systems
11. Each campsite shall have sufficient area for at least one vehicle parking on site.
12. Additional conditions as the Burnett County Land Use and Information Committee deems appropriate.
13. Each annual camper shall be required to sign a season contract substantially similar to the attached agreement:

Seasonal Contract

Lot # _____

Email:

Mailing Address:

Phone: _____ (_____, On-Site Manager)

_____ Rent: Seasonal site rent is \$ _____. A non-refundable payment of \$ ____ is due by October 1, 20__ to hold Your site for 20__. The balance is due as follows: \$ _____ by March 1st and the balance of \$ _____ by May 1st. A \$ _____ discount will be applied if paid in full by March 1, 20__. A late payment fee of \$ _____ per day will be added to Your total. Visa and MasterCard are accepted with an 3% surcharge added.

1. Speed Limit on Campground is 5 MPH.
2. You are allowed to access the ATV trail system via the road that runs to Your site subject to local rules and regulations. Operating an ATV anywhere other than on the road is not allowed. Please be considerate when driving Your ATV on the Campground roads to access the trail system.
3. Continual operation of motor vehicles on Campground (does not include necessary travel) is not allowed. Operation of motor vehicles by underage, non-licensed drivers is not allowed, and Campground does not accept responsibility for their safety.
4. No unlicensed, unused or non-running vehicles are allowed on Campground. A 20-day grace period will be given after which a \$ _____ per day charge will be assessed in addition to towing at the Camper's expense.
5. Trailers are to be kept in good repair and lots kept clean. Lots are to be raked and cleaned no later than the end of Memorial Day Weekend. If Campground has to mow or pick up refuse in Your lot area, a minimum \$ _____ charge will be assessed. You are expected to keep Your lot mowed and cleaned.
6. Campground has the right to refuse any transfer of trailers to new tenants for trailers remaining on site. Campground must approve all new tenants and trailer transfers. No subletting or renting is allowed without prior written approval. There will be no refunds or prorating of seasonal fees.
7. You will be responsible for Your own electric bill from _____. Failure to pay Your electric bill is grounds for termination of this contract.
8. Notify Campground if You have trees to be cut.
9. No commercial operations are allowed without permission.

10. Quiet time in the park is 10:00 PM to 10:00 AM. Any disrespectful Camper will be asked to leave the park without a refund.
11. No fireworks can be discharged in the park
12. No hunting or discharging of firearms on premises is allowed.
13. All pets are to be on a chain, leash or in a kennel. Pick up after Your pet, put droppings in a plastic bag and dispose of it. Pet noise is to be kept to Your area. You are responsible for Your guest's pets.
14. You are responsible for the behavior Your guests. Please see that Your guests are aware of the rules. If Your guests do not follow the rules, they will be required to leave the premises immediately, whether You are present or not. Only one trailer is allowed per site. Additional trailers or guest trailers are not allowed.
15. No decks, sheds or additions of any kind is allowed without the written consent of Campground. Campground will identify which sheds are acceptable upon request. You are responsible for any permits, fees, taxes, fines or removal costs that may occur.
16. No storage or dumping of hazardous material is allowed.
17. The seasonal camping fee is limited to the sole occupancy of Your trailer and Your immediate family. Your immediate family is defined as You, Your spouse or significant other and all unmarried children.
18. You are responsible for any personal property tax that any regulatory body may levy on Your personal goods.
19. Seasonal rates apply for the full season, November 1, 20__ to October 31, 20__. You may use Your trailer in the off season if You will be leasing from Campground the following year, however, the water will be turned off seasonally when freezing weather is a potential at the sole discretion of Campground. This property, being privately owned, You accept camping privileges with the understanding that You hereby release Campground, its officers and employees of all liability for the loss or damage to property and injury to his/her person arising out of his/her use of its camping facilities and agrees to indemnify Campground, its officers and employees, against any claims resulting from loss or damage to property or injury to the person and any member of the family or guest of the camper, arising out of the use of this camping facility.
20. Default: If You default in payment of any installment of rent, or breach any of the terms, conditions, and provisions herein contained, the balance of the rent to the end of the camping season shall without notice of demand by Campground, at once become due and payable. In addition, the Camper hereby authorizes and empowers Campground to enter the camp site as needed and without notice, with or without legal process, and thereby terminate the tenant's right to use the site. The Camper also agrees to personally guarantee any payment to Campground and pay reasonable attorney's fees.

Terms of seasonal camping: The seasonal camping contract terminates on October 31st of each year. Unless a new seasonal camping contract is entered into between the seasonal camper and Campground prior to Sept. 16th of each year, the seasonal Camper will be responsible to physically remove their trailer and all personal property by October 31st.

Your signature on the contract indicates that You have received and read a copy of the contract and its rules and agree to the terms therein. Please sign and return contract to:

Failure to return the signed contract by Sept. 15th, 20__ will indicate You no longer wish to keep Your site the following season.

Seasonal Contract

Lot # _____ Phone contact # _____

E-mail _____

Print Full Name and Home mailing address

_____ (referred to as "You", "Your" or "Camper")

Signature of Camper

Date

Signature of spouse/significant other

Date

Authorized Signature of Campground:

Date