

Richland County

Land & Zoning Standing Committee

July 26, 2023

NOTICE OF MEETING

Agenda

Please be advised that the Richland County Land & Zoning Standing Committee will convene at 3:00 p.m., Monday, August 7, 2023 in the County Board Room, 181 W. Seminary Street.

https://administrator.co.richland.wi.us/minutes/land-zoning/

<u>Agenda:</u>

- 1. Call to order
- 2. Proof of notification
- 3. Agenda approval
- 4. Approval of June 26 and July 18, 2023 minutes
- 5. *Zoning petitions
 - a. Skiba petition
 - b. Wilbrandt/Adelman petition
 - c. Detweiler petition
 - d. Aspenson petition
 - e. Ottesen petition
- 6. Open RFP's received for GIS Contract Work
- 7. Discussion and possible action of fee change for municipal application for fire numbers for public spaces
- 8. Assistant Zoning Administrator/Sanitarian Position
- 9. Office System tech position
- 10. Data Extraction from Catalis and daiDa
- 11. *Cost-share contracts
 - a. Hilby
 - b. Schweitzer
- 12. Short Term Rentals
- 13. Dark Skies
- 14. Manure Storage Ordinance
- 15. 2024 Budget
 - a. Land Conservation
 - b. Zoning
- 16. Public Comment
- 17. Future agenda items
- 18. Adjournment

*Meeting materials for items marked with an asterisk may be found the above site.

A quorum may be present from other Committees, Boards, or Commissions. No committee, board or commission will exercise any responsibilities, authority or duties except for the Land and Zoning

CC: Committee Members, Richland Observer, WRCO, Courthouse Bulletin Board, County Clerk, County Administrator, Greg Cerven, Michael Windle



Richland County Land & Zoning Standing Committee

Richland County Land & Zoning Standing Committee Meeting Minutes July 18, 2023

The June 18, 2023, Land & Zoning Standing Committee meeting was called to order 6:45 p.m. by Chair Melissa Luck at the Phoenix Center. Present were Julie Fleming, Melissa Luck, Linda Gentes, Steve Carrow and David Turk. Also present were Mike Bindl and Cathy Cooper

David Turk moved to approve the amended agenda and proof of notification. Seconded by Linda Gentes. Motion carried.

#4 GIS Contract Work RFP review and discussion- A couple of changes in times will need to done. Julie Fleming moved to approve the Request for Proposal with the changes. Seconded by Linda Gentes. Motion carried.

#5 Adjournment –Julie Fleming moved to adjourn. Seconded made by Steve Carrow. Motion carried. Meeting adjourned at 6:50 p.m.

Respectfully submitted,

Cathy Cooper

Cathy Cooper Secretary pro temp Land & Zoning Secretary

Richland County Land & Zoning Standing Committee Meeting Minutes June 26, 2023

The June 5, 2023, Land & Zoning Standing Committee meeting was called to order 3:00 p.m. by Chair Melissa Luck in the County Board Room of the Richland County Courthouse. Present were Julie Fleming, Melissa Luck, Linda Gentes and Steve Carrow. Also present were Karen Judd, Floren and Marge Goetsch, Wayne Morse, Cheryl Dull, Jon Hochkammer, Mike Bindl, Julie Lins and Kent Marshall.

Linda Gentes moved to approve the amended agenda and proof of notification. Seconded by Steve Carrow. Motion carried.

Chair Melissa Luck asked for any corrections or amendments to the June 5, 2023 minutes. Motion made by Julie Fleming to approve the minutes. Seconded by Linda Gentes. Motion carried.

#5 Zoning Petitions-

- a. Ottesen petition- Ottesen's were not present. Rezoning 3.0 acres of land in Dayton Township from Ag/Forestry to commercial. Neighbors Floren and Marge Goetsch have concerns about parking of equipment blocking the line of site and affecting the resale value of surrounding parcels. Melissa Luck stated that aesthetics cannot be regulated. Julie Fleming stated that the parcel is currently be used as parking storage. No action was taken on this agenda item.
- b. Ladika/Judd Petition- Karen Judd was present. Rezoning 2 parcels in the town of Westford from Ag/Forestry to Ag/Residential. It has not been approved by Westford Town Board at this time. Steve Carrow moved to rezone the 2 parcels from Ag/Forestry to Ag/Residential pending approval by the Westford Town Board. Seconded by Julie Fleming. Motion carried

#12 Fee change for municipal application for fire numbers for public spaces. Wayne Morse was presented representing the Town of Bloom. Bloom Township is asking that Richland County supply address signs for the cemeteries free or at reduced cost. The county currently charges \$100 for the initial address point and sign. Bloom would like the signs in case of injury, etc. at the cemeteries. Mr. Morse stated that Vernon County marked all of the cemeteries at the time 911 signs were installed. Linda Gentes asked how many would be needed to mark all of the cemeteries in the county. Mike Bindl asked if all of the parks should be included too. Jon Hochkammer will contact the towns association to ask about cemeteries and parks in the townships that need 911 numbers.

#6 Request for quote for GIS contract work –Cheryl Dull discussed the proposal. One of the question is on storage, cloud based or server based. Another question I having the addressing completed to the NENA standard. This may have to be a separate bid. Cheryl dull will have the contract ready and the committee will meet before the County Board meeting at 6:30 p.m.

#&Assistant Zoning Administrator/Sanitarian position- Mike Bindl was asked if anyone else had applied for the job. Mike said no. He sent an email to each of the previous applicants to see if any had gotten their POWTS certification. He has received no replies.

#8 Land Conservation Department secretary/Zoning office Technician- Mike Bindl, and Cheryl Dull presented the final position description Office System Technician which includes the paygrade assigned by Carlson/Dettman. Steve Carrow moved to send this to Finance and Personnel. Seconded by Julie Fleming. Motion carried.

#9 Short-term rental ordinance- The committee went through the ordinance line by line to see what they wanted to keep. No vote was taken.

#10 Shaw/Maudlin cost-share contract- Steve Carrow moved to approve the Shaw/Maudlin cost-share contract. Seconded by Julie Fleming. Motion carried.

#11 WRCO 2025 Ortho Photos- Mike Bindl presented the Wisconsin Regional Orthoimagery Consortium proposal for the 2025 flight. Ayers and Associates will be completing the work. It would be \$106,020.00 for 3-inch resolution and \$44,000 for 6-inch resolution. Richland Electric Cooperative will pay for part and the rest will be through the Land Information Grant. The higher resolution will make it easier to see features on the photos. Julie Fleming moved to approve the WRCO proposal for 3inch resolution. Seconded by Steve Carrow. Motion carried.

#13 Resolution to Support Modernizing and Improving the Wisconsin Farmland Preservation Program- Melissa Luck presented the resolution drafted by Clark County. Discussion followed. The committee will have this on a future agenda to have more time for discussion

#14- Resolution supporting the state to provide \$18.7 million is stable funding for Land Conservation staff- Melissa stated that Chapter 92 of state statutes says that the state will provide funding for the first 3 positions at 1005, 70% and 50%. This has never happened. Melissa state that is may be too late as the vote was to happen soon. If the current state budget goes through, there may be cuts to Land Conservation staff funding. Steve Carrow moved to approve Clark County's resolution for staff funding. Seconded by Julie Fleming. Motion carried.

#15 Public Comment- None

#16 Future agenda items- None

#17 Adjournment –Linda Gentes moved to adjourn until July 18, 2023 at 6:30. Seconded made by Julie Fleming. Motion carried. Meeting adjourned at 6:00 p.m.

Respectfully submitted,

Cathy Cooper

Cathy Cooper Secretary pro temp Land & Zoning Secretary

Customer # 11113 COUNTY OF RICHLAND ZONING COMMITTEE											
Petition # RZ2023-018 NOTICE OF PETITION											
Original Owner: Andrze Skiba											
(I) (We) First Name(s) Andrze	J Last	Name	Skiba	Phone			0	wner			
Address 12635 S. Navajo Ct W		City	Palos Heights		State	IL	Zip	60463			
First Name(s)	Last Name		Phone								
Address		City			State [WIZ	ip 🗌				
hereby petition the Richland County Zoning Committee for a:											
Rezone from Agriculture/Forestry Rezone to Agriculture/Residential											
CUP to permit Short term	rental										
SUP to permit											
Other											
Authorized by Section(s)			of the Richland	County Z	oning O	rdinance	5.				
Present description of the pro	Present description of the property involved in this petition is as follows: Parcel # 52020 1622-2000										
Qtr NW Qtr NW Section	16 Town 9	N	Range 1E Townsh	ip ORI	19	# of ac	res	18.76			
Lot Block	Subdivisi	on		# of	Acres A	pproved	99939939999999999999999999999999999999	0.00			
Present Use Residentia	1										
Present Improvements Residence	/garage										
Proposed Use make resid	lence into short to	erm ren	tal								
Legal Description existing de	ed										
Petition Filed 6/19/2023 Petitio	ner Notified		Rezone Decision		Or	dinance	e #				
Catagory CUP with R Town	Notified		CUP Decision		CE	3 Date					
	wnship Approval		CUP Expires			3 Decis					
	on Date		SUP Decision		Ar	nendme	ent #				
Comments											
			1			Coun	ity Cl	erk Approval			
(Signed) Appellant(s) or Agent(s)	X pha	V	28								
	$\mathcal{V}\mathcal{O}$										
-											
-											



Customer # 3693 COUNTY OF RICHLAND ZONING COMMITTEE												
Petition # RZ2023-019 NOTICE OF PETITION												
Original Owner: Susan & Brian Wilbrandt												
(I) (We) First Name(s)) Susan & Brian	ast Name	Wilbrandt		Phone	(608)	983-2	656	Owner			
Address 30918 County	Hwy V	City	Cazenovia			State	WI	Zip	53924			
First Name(s) David	Last Name	Adelman		Phone	(608) 41	5-0654		[Buyer			
Address307 Church StCityCazenoviaStateWIZip53924-												
hereby petition the Richland County Zoning Committee for a:												
✓ Rezone from Agriculture/Forestry Rezone to Agriculture/Residential												
CUP to permit				8								
SUP to permit		\$										
Other												
Authorized by Section(s)			of tl	he Richland	County Z	Coning C	Ordinar	nce.				
Present description of the property involved in this petition is as follows: Parcel # 52030 0444-0000												
Qtr SE Qtr SE	Section 4 Town	12N	Range 2E	Townsh	ip WF	D	# of	acres	5.61			
Lot Block	Subdi	ivision	••••••••••••••••••••••••••••••••••••••		# of	Acres /	Approv	red	0.00			
Present Use	Ag											
Present Improvements	shed								· .			
Proposed Use	split off for resdential ho	me										
Legal Description	description attached						441.04.00.04.00.00.00.00					
]			
Petition Filed 6/16/202	23 Petitioner Notified		Rezone Decis				rdinar B Dat					
Catagory Rezoning Fee Amount \$500.00		val	CUP Expires				B Dec					
Meeting Date 8/7/20		******	SUP Decision	n		in an		ment #	¢			
Comments Application	n applied for by Driftless/	/Ted Greer	nheck			lateran	1	****	concernent and a second s			
								unty C	lerk Approval			
							1					
(Signed) Appellant(s) or	Agent(s)											
		5										
]					

Customer # Petition #	COUNTY OF	F RICHLAND Z NOTICE OF P		COMMITTEE						
(I) (We) First Name(s) David	Last Name	Adelman	Phone (60	8) 415-0654 Buyer						
Address 307 Church ST.	City	Cazenvia	Stat	ie WI Zip 53924						
First Name(s) Brian & Sue	ast Name Wilbro	and t Phone	608 983.	2656 OWNER						
Address 30918 County	Itwy V City	Cazenovia	Stat	ie WI Zip <u>53924</u>						
hereby petition the Richland C	County Zoning Con	nmittee for a:								
✓ Rezone from Agricultural/For	orestry	Rezone to	Industrial A	g-RESIDENTIAL						
CUP to permit										
SUP to permit	8									
Other										
Authorized by Section(s)		of the Richla	and County Zonin	g Ordinance.						
Present description of the property involved in this petition is as follows: Parcel # 030 - 0444-0000 Qtr SW 1/4 Qtr SE 1/4 Section 4 Town 12N Range 2E Township WFD # of acres 5.61 Lot Block Subdivision # of Acres Approved										
Present Use Ag Present Improvements Old Shed										
Proposed Use Reside	ential Home									
Legal Description	ttached									
Petition Filed 06 16 23 Petitione	er Notified	Rezone Decision		Ordinance #						
Catagory Rezoning Town No	otified	CUP Decision		CB Date						
Fee Amount \$500.00	nship Approval	CUP Expires		CB Decision						
Meeting Date 08/07/23 Decision	Date	SUP Decision		Amendment #						
Comments IN Choles	pert of parce	-1 032 044	11 -	County Clerk Approval						
(Signed) Appellant(s) or Agent(s)	h)M	-		_						
	ed Greenheck,	Agent		_						
<u>D</u>	riftless Area G	roup		_						
]						



JUN 1 6 2023

CERTIFIED SURVEY MAP No.

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWN 12 NORTH, RANGE 2 EAST, TOWN OF WESTFORD, RICHLAND COUNTY, WISCONSIN.

IMPORTANT NOTES REGARDING LOT 1

1.)NUMEROUS UTILITY STRUCTURES SUCH AS POLES, PEDESTALS, OVERHEAD AND UNDERGROUND CABLES, GUY ANCHORS, WARNING SIGNS, ETC. MAY EXIST WITHIN, OR IN PROXIMITY TO, THE LOT ON THIS CSM. THESE UTILITY STRUCTURES MAY INDICATE THE PRESENCE OF ASSOCIATED RECORDED AND/OR PRESCRIPTIVE EASEMENTS BOTH

BENEFITING AND ENCLARE THE PROPERTY. 2.) THE RIGHT-OF-WAY WIDTH OF ADELMAN HILL DRIVE IS PRESUMED TO BE 66' WIDE AS PER WIS. STATS. 82.31(2) AND EXISTS BY EASEMENT. THE LOCATIONS OF THE CENTERLINE AND RIGHT-OF-WAY LIMITS OF ADELMAN HILL DRIVE WERE DETERMINED FROM THE PHYSICAL LOCATION OF THE EXISTING ASPHALT PAVEMENT.

3.)THE FIELD WORK FOR THIS CSM WAS COMPLETED ON JUNE ___, 2023. 4.)LOT 1 HAS AN EXISTING DRIVEWAY THAT PROVIDES ACCESS FROM LOT 1 TO THE PUBLIC TOWN ROAD KNOWN AS ADELMAN HILL DRIVE. THE SURVEYOR HAS NOT COMPLETED ANY RESEARCH WITH REGARD TO IF THIS DRIVEWAY HAS A VALID DRIVEWAY PERMIT ISSUED BY THE TOWN OF WESTFORD. IT IS THE LANDOWNERS' RESPONSIBILITY TO OBTAIN ANY PERMITS THAT MAY BE REQUIRED.

SURVEYOR'S CERTIFICATE

SURVEYOR'S CERTIFICATE I, TODD T. RUMMLER, PROFESSIONAL WISCONSIN LAND SURVEYOR – 2443, DO HEREBY CERTIFY: THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES, CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE AND THE RICHLAND COUNTY LAND DIVISION ORDINANCE, AND AT THE DIRECTION OF DAVID ADELMAN; I HAVE SURVEYED, AND MAPPED THIS CERTIFIED SURVEY MAP, THAT SUCH PLAT CORRECTLY REPRESENTS ALL OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF MADE, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS LAND IS PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWN 12 NORTH, RANGE 2 EAST, TOWN OF WESTFORD, RICHLAND COUNTY, WISCONSIN, BEING MORE FULLY DESCRIBED AS FOLLOWS: FOLLOWS

FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 4, T12N, R2E; THENCE N 00'33'54" E ON THE EAST LINE OF THE SOUTHEAST QUARTER, 1267.30'; THENCE N 89'26'06" W, 347.75' TO A POINT ON THE CENTERLINE OF ADELMAN HILL DRIVE AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ON THE CENTERLINE OF ADELMAN HILL DRIVE, 490.13' ON THE ARC OF A 2934.00' RADIUS CURVE TO THE RIGHT, MAKING A CENTRAL ANGLE OF 09'34'17" AND A LONG CHORD OF 489.56' THAT BEARS S 45'00'52.5" W; THENCE SOUTHWESTERLY ON SAID CENTERLINE, 166.84' ON ARC OF A 144.00' RADIUS CURVE TO THE LEFT, MAKING A CENTRAL ANGLE OF 66'23'04" AND A LONG CHORD OF 157.67' THAT BEARS S 16'36'29" W; THENCE SOUTHEASTERLY ON SAID CENTERLINE, 109.53' ON THE LEFT, MAKING A CENTRAL ANGLE OF 66'23'04" AND A LONG CHORD OF 157.67' THAT BEARS S 16'36'29" W; THENCE SOUTHEASTERLY ON SAID CENTERLINE, 109.53' ON THE ARC OF A 282.00' RADIUS CURVE TO THE LEFT, MAKING A CENTRAL ANGLE OF 22'15'16" AND A LONG CHORD OF 108.85' THAT BEARS S 27'42'41" E TO THE LAST POINT ON SAID CENTERLINE; THENCE S 51'09'41" W, 108.00'; THENCE N 39'48'37" W, 561.36'; THENCE N 50'11'18" E, 286.28'; THENCE S 47'26'13" E, 80.10'; THENCE N 71'02'09" E, 110.00'; THENCE N 50'11'18" E, 350.00'; THENCE S 39'48'42" E, 206.88' TO THE POINT OF BEGINNING.

BEGINNING.

PARCEL CONTAINS 5.61 ACRES (244,401 SQ.FT.), MORE OR LESS. AND IS SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD AND/OR USAGE.

DATED: JUNE 14, 2023

DRAFT

TODD T. RUMMLER PROFESSIONAL LAND SURVEYOR - 2443



27128 US Hwy 14 Richland Center, WI 53581 Phone: 608-647-9050

JUN 1 6 2023

CERTIFIED SURVEY MAP No.

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWN 12 NORTH, RANGE 2 EAST, TOWN OF WESTFORD, RICHLAND COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

AS THE OWNER OF LOT 1, THE SUSAN AND BRIAN WILBRANDT LIVING TRUST DOES HEREBY CERTIFY THAT IT HAS CAUSED LOT 1 HEREON DESCRIBED TO BE SURVEYED, DIVIDED, MAPPED, AND MONUMENTED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

NDT – TRUSTEE DATE BRIAN WILBRANDT – TRUSTEE THE SUSAN AND BRIAN WILBRANDT LIVING TRUST – LANDOWNER SUSAN WILBRANDT - TRUSTEE

DATE

RICHLAND COUNTY APPROVAL

RESOLVED, THAT THIS CERTIFIED SURVEY IN THE TOWN OF WESTFORD, RICHLAND COUNTY, WISCONSIN BE AND HEREBY IS APPROVED FOR RECORDING IN ACCORDANCE WITH THE RICHLAND COUNTY LAND DIVISION ORDINANCE.

> DATE MICHAEL BINDL RICHLAND COUNTY ZONING ADMINISTRATOR

DRAFT



REZONING DESCRIPTION FOR DAVID ADELMAN

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWN 12 NORTH, RANGE 2 EAST, TOWN OF WESTFORD, RICHLAND COUNTY, WISCONSIN, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 4, T12N, R2E; THENCE N 00°33'54" E ON THE EAST LINE OF THE SOUTHEAST QUARTER, 1267.30';

THENCE N 89°26'06" W, 347.75' TO A POINT ON THE CENTERLINE OF ADELMAN HILL DRIVE AND THE POINT OF BEGINNING;

THENCE SOUTHWESTERLY ON THE CENTERLINE OF ADELMAN HILL DRIVE, 490.13' ON THE ARC OF A 2934.00' RADIUS CURVE TO THE RIGHT, MAKING A CENTRAL ANGLE OF 09°34'17" AND A LONG CHORD OF 489.56' THAT BEARS S 45°00'52.5" W;

THENCE SOUTHWESTERLY ON SAID CENTERLINE, 166.84' ON ARC OF A 144.00' RADIUS CURVE TO THE LEFT, MAKING A CENTRAL ANGLE OF 66°23'04" AND A LONG CHORD OF 157.67' THAT BEARS S 16°36'29" W;

THENCE SOUTHEASTERLY ON SAID CENTERLINE, 109.53' ON THE ARC OF A 282.00' RADIUS CURVE TO THE LEFT, MAKING A CENTRAL ANGLE OF 22°15'16" AND A LONG CHORD OF 108.85' THAT BEARS S 27°42'41" E TO THE LAST POINT ON SAID CENTERLINE;

THENCE S 51°09'41" W, 108.00';

THENCE N 39°48'37" W, 561.36';

THENCE N 50°11'18" E, 286.28';

THENCE S 47°26'13" E, 80.10';

THENCE N 71°02'09" E, 110.00';

THENCE N 50°11'18" E, 350.00';

THENCE S 39°48'42" E, 206.88' TO THE POINT OF BEGINNING.

PARCEL CONTAINS 5.61 ACRES (244,401 SQ.FT.), MORE OR LESS. AND IS SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD AND/OR USAGE.

Customer #												
Petition # RZ	2023-021	021 NOTICE OF PETITION										
Original Owner:												
(I) (We) First Nam	ne(s) Owen	& Susie	Last Name	Detweiler		Phone	608	475 0	0755	OWNER		
Address 15398 Shi	mmering Ln		City	Blue River			State	WI	Zip	53518		
First Name(s)		Last Name			Phone							
Address City State WI Zip												
hereby petition the Richland County Zoning Committee for a:												
Rezone from Agriculture/Forestry Rezone to Agriculture/Residential												
CUP to permit												
SUP to permit	□ SUP to permit											
Other												
Authorized by Section(s)			of th	he Richland	County Z	Coning C	Drdina	nce.			
Present description	on of the pr	operty inv	olved in th	is petition is	as follow	ws: Pa	rcel #	520	08 304	2-1000		
Qtr NW Qtr S	a periode an enderstand a second second			Range 1W	Townsh	and and an and a second	N	# of	acres	24.23		
Lot B	ock	Su	bdivision			# of	Acres	ر Approv	ved	0.00		
Present Use	Vacant ag	j land										
Present Improvement	none											
Present improvement												
Proposed Use	sell off 35	vacres keep	oing 24.23									
Legal Description	plat of su	rvey										
			l									
		oner Notified		Rezone Decis				rdina B Dat	nce #			
Catagory Rezon Fee Amount \$50	•	ownship Ap	proval	CUP Expires					cision			
		sion Date	provar	SUP Decision					lment #			
Comments								1	*****			
									ounty C	lerk Approval		
		\wedge	\wedge	A					Juney C	ier it rippi of ar		
(Signed) Appellant(s	s) or Agent(s)	Du	eA	eturn	>							
		C	Ū									





Monthly Board Meeting June 21, 2023

The meeting was called to order by Chairperson Clark at 5:30 p.m.

Agenda: It was determined that the agenda was posted at the proper locations, Town Web Page and Town Hall. The meeting agenda was read by Chairperson Clark. Lingel motioned to approve the agenda, second by Monson; motion carried.

Minutes: Deputy Clerk Ewing read the minutes of the May Board meeting. Motion by Clark to approve the minutes second by Monson ; motioned carried.

Treasurer's Report- The May checking ending balance is \$11,076.02 the money market ending balance is \$386,646.67 the tax account ending balance is \$781.16, and Westby Co-Op \$89,356.16. Motion by Lingel with a second by Monson. All aye carried.

New Business

- Rezone Owen Detweiler Property to Ag Residential. Current property address is 26502 County Hwy E Muscoda and would like to keep 35 acres there with buildings. Would like to rezone 23-24 acres to ag/residential. Motion by Lingel to rezone Owen Detweiler 23-24 acres of property to ag/residential with a second by Monson. Motion carried.
- 2. Fence Viewing Coramax Group LLC June 30th at 4:00 pm
- 3. Shared Revenue will increase by \$46,000to \$89,655- Gov Evers signed 6/20.23
- 4. Kerry Gies Retirement- Approved last year a total of \$3500 for retirement. Last year turned in mowing hours and fees and check was written to Kerry to go to SEP. Currently budgeted Boaz cemetery is \$180 per mowing. Board knows they approved the \$3500 the SEP.

Driveway Permit

- Max Harn Property at 22990 County Hwy Z would like to put in a driveway across the creek to come off of Lingel Lane.
 - Monson motioned to approve the two driveway permits on the Max Harn property with a second by Clark. Motion Carried.

Fire Department- Kim Clark attended this month and noted the department changed from Richland County Bank to People's Bank. Dayton Township also had a brush fire on May 30th for \$800.

Ambulance/First Responders- Lingel attended recently all running well, was a 3 hour meeting.

Town Bills

Discussion of the invoices/bills to be paid was completed by the board. A motion to approve the payment of the bills was made by Monson; second by Lingel motion carried.

Operator's Licenses-NA. Did not get to Jessica in time. Follow-up occurring.

Clerks Report: NA

Patrolman report- Met with Bug Tussel about redoing their drive way. Fire inspection this week. Aug 20 – 25 will be on vacation. Graveled Kopzek Lane and Doughten Lane. Bill from Case for backhoe is coming. Discussion on need for salt shed.

Chairperson Clark reviewed the May calendar of events

Next Agenda Salt Shed, approval of blacktop contract, and looking for another truck.

Motion to adjourn by Monson; second by Lingel motion carried.

Respectfully submitted by Fran Ewing (took minutes) Jessica Laeseke (submitted), Clerk

JUN 2 6 2023 - ema. 1

Sustomer # 4237 COUNTY OF RICHLAND ZONING COMMITTEE												
Petition # RZ2023-020 NOTICE OF PETITION												
Original Owner:	erlen Aspe	nson										
(I) (We) First Name	(s) Verlen		Last N	lame	Aspenson	Phone			C	wner		
Address PO Box 198			(City	Muscoda		State	WI	Zip	53573		
First Name(s)		Last Name			Phone							
Address			(City			State	WI	Zip			
hereby petition the Richland County Zoning Committee for a:												
Rezone from Agriculture/Forestry Rezone to Agriculture/Residential												
CUP to permit	1											
SUP to permit	SUP to permit											
Other							ca)					
Authorized by Section(s)					of the Richland	l County Z	Coning (Drdina	nce.			
Present description	of the pro	perty invo	lved i	in thi	s petition is as follo	ws: Pa	rcel #	520	20 422 [.]	1-1000		
Qtr Qtr	Section	6 Town	8N		Range 1E Townsh	nip OR	N8] # of	acres	7.40		
Lot Bloc	:k	Subc	divisior	n		# of	Acres	Appro ⁻	ved	0.00		
Present Use	Create two	lots, one for	town	hall								
Present Improvements	none					¥ ?						
Proposed Use	S											
Legal Description	2 lot CSM o	one lot comn	merica	al and	second AG-Residentia	I. See CS	SM pro	pose	d			
							,					
Petition Filed	Petitio	ner Notified			Rezone Decision		С	rdina	nce #			
Catagory Rezonin		Notified			CUP Decision		C	B Da	te			
Fee Amount \$500 .		wnship Appr	oval		CUP Expires			*******	cision			
Meeting Date	I	on Date			SUP Decision			meno 1	lment #	ne a demokr		
STER OF THE PARTY AND A DESCRIPTION OF THE PARTY AND A DESCRIP					ould be 6.153 acres and R-1 when town ado	pted cou	inty					
zoning	¢.								ounty C	lerk Approval		
(Signed) Appellant(s)	A	XY/a. a	P	2		China and		1				
(Signed) Appellant(s)	or Agent(s)	/ vun	10	in	Amer		1.11	•				
	_											
	_											
	_											
								- 1				





FIELD WORK COMPLETED 6/15/2023

J. by A Spenja



Cathy Cooper

From: Sent: To: Cc: Subject: Julie Lins Tuesday, August 1, 2023 3:04 PM Cathy Cooper Mike Bindl Fire Numbers for Cemeteries

Cathy

Here is the information for the Zoning meeting

I reached out to all 22 municipalities about Fire Numbers for the cemeteries in their area.

First I learned that all Villages will set there own Fire Numbers in their Villages so they are out of the group. That includes Lone Rock, Viola, Yuba, Caz, and Richland Center.

I did hear back from Buena Vista, Richwood, Eagle and Orion, they do no want signs for their cemeteries.

The ones that did want signs are Willow and Marshall. Willow has 5 cemeteries and Marshall has a total of 3. For a total of 8 fire numbers. Both of those Townships would like to know the cost that the county is going to set.

Mike said that he is currently charging \$ 100.00 but the cost that he has in the actual sign is \$ 30.00, we also have to consider Mike's time to research the number for that township and assign the next number along with getting it mapped.

There was a statement that was said during the meeting that if the cemetery can not afford the fire number that the township or municipality to maintained.

Thank you.



Julie Lins Real Property Lister 181 West Seminary Street Richland Center, WI 53581 Phone: 608-647-3334 | Fax: 608-647-6134 julie.lins@co.richland.wi.us COST-SHARE CONTRACT NO.: 6-23



SOIL AND WATER RESOURCE MANAGEMENT GRANT PROGRAM Sec. 92.14, Wis. Stats

COST-SHARE CONTRACT

(DATCP approval required for cost-share amounts over \$50,000)

This contract is made and entered into by and between **<u>Richland</u>** County Land Conservation Committee, and landowner(s) Eugene R & Cheryl A Hilby and grant recipient(s). This contract is complete and valid as of the date signed by the county representative.

In consideration of the terms and conditions herein, the parties agree to this contract as set forth in the following Sections 1, 2, and 3, and any addenda that are annexed and made a part hereof.

NOTE 1: It is not necessary to notarize signatures unless this contract will be recorded. If there are additional landowners or any grant recipients, check here and attach Exhibit A1. **NOTE 2:** Only properly authorized person(s) can sign in a representative capacity and must sign in such capacity if the landowner is a corporation, trust, estate, partnership, limited partnership, or limited liability company.

Eur	BF	fill	7-25-23
LANDOWNER/F	EPRES	ENTATIVE	DATE

PRINT OR TYPE NAME:

NTATIVE

Recording Area

Agency Name & Return Address

Parcel Identification Number

PRINT OR TYPE NAME:

State of Wisconsin)	State of Wisconsin)					
) ss.) ss.					
County)	County)					
This instrument was acknowledged before me on	This instrument was acknowledged before me on					
(date)	(date)					
by	by					
(name of landowner or representative)	(name of landowner or representative)					
as	as					
(representative's position or type of authority, if applicable)	(representative's position or type of authority, if applicable)					
for	for					
(name of entity on behalf of whom instrument was executed, if	(name of entity on behalf of whom instrument was executed, if					
applicable)	applicable)					
SIGNATURE PRINT NAME	SIGNATURE PRINT NAME					
Notary Public, State of Wisconsin	Notary Public, State of Wisconsin					
My commission expires (is permanent).	My commission expires (is permanent).					

SIGNATURE OF COUNTY REPRESENTATIVE DATE DDINT OD TVDE NAME: CATUV COODED

TRIVI OR THE NAME. CATHTCOOPER	· · · · · · · · · · · · · · · · · · ·
State of Wisconsin)	2015년 1월19일 - 1727년 1월19일 - 1928년 1월19일 - 1928년 1월19일 - 1928년 1월 1929년 - 1929년 1월19일 - 1929년 1월19일 - 1928년 1월19일 - 1928년 1월 1929년 1월 1929년 1월 1929년 1월 1929년 1월 1929년 1월 1929년 1929년 - 1929년 1월19일 - 1929년 1월19일 - 1929년 1월19일 - 1929년 1월 1929년 1월 1929년 1월 1929년 1월 1929년 1월 1929년 1월 1929년 1
) ss.	그렇게 많은 것은 것을 것을 못했다. 그는 것은 것은 것을 하는 것 같아.
County)	전 경험을 집합하면 그 것 같아요. 정책의 정책의 영화한 것이 없는 것이 많이 같아요. 것이 돈이 있는 것이 같아요.
This instrument was acknowledged before me on	<u>244 위</u> 험 방법 그 이 가 2017 방법 생활이 있는 것 같은 것의 것이 있는 것 같은 것이다.
	(date)
by (name of county representative)	
asof	전망한 흔들이 다. 실렬한 성격을 가려서 처음 집에서 다 나는 것
SIGNATURE	PRINT NAME
Notary Public, State of Wisconsin	이 방법에 집안하는 것 같아요. 이 집안 집 집안 집안 하는 것이 있는 것 같아요. 이 집안 집안 하는 것 같아요.
My commission expires (is perm	anent)

This document was drafted by the Wisconsin Department of Agriculture, Trade and Consumer Protection. Personal information you provide may be used for purposes other than that for which it was originally collected (Sec. 15.04(1) (m), Wis. Stats.)

ARM-LWR-255 (Rev. March 2018)

COST-SHARE CONTRACT NO .:	
6-23	

SECTION 1A. COUNTY INFORMATION			PAGE 2	of 5				
NAME OF COUNTY AGENCY	TELEPHONE NUMBER							
Richland County Land Conservation	608-647-2100							
Department								
ADDRESS	CITY, STATE, ZIP CODE							
181 West Seminary Street	Richland Center	VI	53581					
NAME OF AUTHORIZED REPRESENTATIVE								
Cathy cooper								
SECTION 1B. LANDOWNER and GRANT REG	CIPIENT INFORMATION							
TOTAL DATCP COST-SHARE AMOUNT (refer to page 5) \$\$6860.00								
	🗌 Federal \$ 🗌 Non-H	rofit or C	other \$					
NAME OF LANDOWNER (Check the description that best ap Limited Liability Company Trust, Estate or Partners Eugene R & Cheryl A Hilby		ust be inc	luded) Co	rporation				
ADDRESS								
26063 Fiddlers Green Rd								
CITY, STATE, ZIP CODE	TELEPHONE NUMBER							
Richland Center WI 53581	608-475-0235							
LOCATION OF COST-SHARED PRACTICE(S) (Locate by p information as Exhibit B)	roviding parcel numbers(s) or coordin	ates belov	v or attach requ	uired				
Parcel Identification Number(s): 026-3414-2000								
Latitude and longitude (degrees and minutes): 43.391 ° · · N -	90.354 °	'W						
Note: If this document will be recorded, attach a legal description of the 706.05(2m)(a) and 66.0217(1)(c), Wis. Stats.	location of the cost-shared practice(s) that n	eets the re	quirements of ss.					
NAME OF GRANT RECIPIENT, if different than above. NOT	FE: SPOUSE MUST BE INCLUDED							
ADDRESS								
CITY, STATE, ZIP CODE	TELEPHONE NUMBER							
INSTALLATION PERIOD								
Each practice must be installed, and all costs associated with th year, or December 31 st of the year of an approved extension. The following items as long as the parties record the number of year	his contract may provide cost-sharing	for more	than one year f					
a. To install and maintain contour farming, cover and green	• • • •			e				
management, and strip-cropping (up to 4 years).	ind appaified in Spatian 2							
b. For land taken out of production for 10 years or other perc. For riparian land taken out of production for 15 years or i								
Disclosure of non-DATCP funding: By signing this		recipien	t agrees to di	isclose all				
information related to any non-DATCP funding that h								
contract, and to authorize the county and DATCP to a		, includi	ng release of	f county and				
federal files in accordance with the provisions of 16 U Appeal Rights: The landowner or grant recipient may		any day	vision of the	county land				
conservation department regarding this grant. The con								
Chapter 68, Wis. Stats.	· · · · · · · · · · · · · · · · · · ·	-8*						
Landowner Date Spouse Date Grant Initials Initials Recipi	ient Initials	ate	County Reps.	Date				
2 R H 7.25-23 C+t- 1-25-23 Initial	S		Initials					

ADDENDA MAY BE ATTACHED TO THIS DOCUMENT TO RECORD SPECIAL CONDITIONS

1-25-23

COST-SHARE	CONTRACT NO .:
6-23	

SECTION 2

PAGE 3 of 5

A. The landowner/grant recipient agrees:

- 1. To install and maintain cost-shared practice(s) listed in Section 3, consistent with the plans and specifications referenced in Section 3, during periods identified in Section 3.
- 2. To make all payments for which the landowner/grant recipient (hereinafter referred to as "landowner") is obligated under this contract, as specified in Section 3. Landowners are responsible for all payments for state or local administrative permit fees.
- 3. To provide the county with evidence of payment, as applicable, for services, supplies, and practices performed or installed pursuant to this contract. Proof of payment may be in the form of a statement or invoice, or receipts or cancelled checks with the related vendor contract. For services provided by the landowner, the landowner shall submit a detailed invoice or cost-estimate for those services.
- 4. To maintain the cost-shared practice for at least 10 years from the date of installation, except for these "soft" practices: contour farming, cover and green manure crop, nutrient management, pest management, residue management, and strip-cropping. Soft practices must be maintained for each year cost-share funds are provided, as specified in Section 3. Extended maintenance periods apply if land is taken out of production for more than 10 years, as specified in Section 3.
- 5. To operate and maintain each cost-shared practice for the required maintenance period following the certification of installation or replace it with an equally effective practice. To refrain, during the maintenance period, from actions that may reduce a practice's effectiveness, or result in water quality problems. The landowner agrees to follow an operation and maintenance (O&M) plan or other maintenance requirements including those in ATCP 50.62, Wis. Admin. Code. All nutrient management plans must comply with s. ATCP 50.04(3), Wis. Admin. Code.
- 6. To repay cost-share funds immediately, upon demand by the county, if the landowner fails to operate and maintain the cost-shared practice according to the contract. Repayment of grant funds shall not be required if a practice(s) is rendered ineffective during the required maintenance period due to circumstances beyond the control of the landowner.
- 7. To the recording of this contract, including the legal description of the subject property, with the deed to the subject property, if cost-sharing exceeds \$14,000 unless this contract cost-shares only practices listed in s. ATCP 50.08 (5) (b). This contract shall be recorded before the county makes any cost-share payment to the landowner. Upon recording, this contract constitutes a covenant running with the land described in Section 1B, and is binding on subsequent owners, heirs, executors, administrators, successors, trustees, and assigns, and users of the land for the period set forth in Section 3.
- 8. To comply with (i) the performance standards, prohibitions, conservation practices and technical standards under s. 281.16, Stats., (ii) plans approved under ss. 92.14, 92.15 (1985 Stats.), 92.10 and 281.65, Stats., and (iii) the practices necessary to meet the requirements of this contract, and to continue such compliance after the term of this contract, without further cost-sharing, if the landowner has received cost-sharing for compliance at least equal to the cost-sharing required under s. ATCP 50.08, Wis. Admin. Code. There is no requirement for continuing compliance for land that is taken out of production unless cost-sharing is provided.
- 10. Not to discriminate against contractors because of age, race, religion, color, handicap, gender, physical condition, developmental disability, or national origin, in the performance of responsibilities under this contract.
- 11. To make any changes to this contract, including changes in project components and costs, according to the procedures set forth in Section 2.C.3.
- 12. To the county's right to stop work, or withhold cost-share grant funds, if it is found that the landowner, grant recipient, or construction contractor in their employ has violated ch. 92, Wis. Stats., ch. ATCP 50, Wis. Admin. Code, or has breached this contract.

Landowner Initials	Date	Spouse Initials	Date 1,25-23	Grant Recipient Initials	Date	Spouse Initials	Date	County Reps.	Date
ERH	7.25-23	C.#	1,25	miniais				Initials	

SECTION 2 (continued)

PAGE 4 of 5

B. The county agency agrees:

- 1. To enter this cost-share contract only after the Land Conservation Committee has authorized the cost-sharing of this project.
- 2. To provide technical assistance for the design, construction, and installation of cost-shared practice(s) according to applicable standards in ch. ATCP 50, Wis. Admin. Code. The county agrees to provide written notice, when applicable, to inform each landowner and grant recipient of the full ramifications of a cost-share contract, including future compliance obligations. The county further agrees to ensure that cost-shared practices are maintained as required in II. A. 4 by securing O&M plans and performing site checks as needed.
- 3. To use the most cost-effective methods to address the water quality concerns of this project, and apply cost containment procedures, consistent with ch. ATCP 50, Wis. Admin. Code, when estimating and paying for cost-shared practice(s).
- 4. To provide cost-share funds to the landowner, in the amounts specified in Section 3 and any amendments, upon proof that (i) the landowner has made all payments for which the landowner is responsible under the contract, (ii) the practice(s) are designed and installed according to standards in ch. ATCP 50, Wis. Admin. Code and this contract, including compliance with applicable construction site erosion control standards, and (iii) nutrient management plans comply with s. ATCP 50.04(3) Wis. Admin. Code. The county may make payments to third parties as provided in s. ATCP 50.40(13), Wis. Admin. Code.
- 5. To collect and retain all contract-related documents regarding operation and maintenance, proof of certification of design and installation, change orders, receipts and payments, and other referenced materials for a minimum of three years after making the last cost-share payment to the landowner, or for the duration of the maintenance period of this contract, whichever is longer. Records may be retained longer to demonstrate that a landowner meets the cost-sharing exemption under s. ATCP 50.08(5), Wis. Admin Code. Payment records from the landowner and county must provide proof of payment in full for all cost-shared practices installed. Copies of records shall be made available to DATCP upon request.
- 6. To record this contract, including the legal description of the subject property, with the deed to the subject property, as required under Section 2.A.7. Contracts may be recorded if not required under Section 2.A.7.
- 7. To coordinate eligibility for DATCP cost-share funding, and to follow required reimbursement procedures to facilitate timely cost-share payment(s) to the landowner, including the submission of certification forms to DATCP documenting that cost-shared practice(s) have been properly installed in accordance with this contract and paid for.

C. General conditions of the contract

- 1. State cost-share reimbursement amounts in Section 3 are contingent on receiving DATCP funding. The county may cancel this contract, in whole or in part, due to non-availability of DATCP funds. A county is responsible for contract grant amounts when the county makes cost-share commitments beyond the amount of its DATCP annual allocation or the county fails to obtain DATCP approval required under 2.C.2.
- 2. Written approval from DATCP shall be obtained before this contract is executed or amended if the DATCP cost-share amount exceeds \$50,000, and such approval shall be attached to, and made part of, this contract.
- 3. This contract may be amended, by mutual written agreement of the parties, during the installation or maintenance periods, if the proposed changes will provide equal or greater control of water pollution. For any changes in practice components or costs, the county will determine eligibility and whether to approve such changes. Counties must use a "Cost-Share Contract Change Order" form (ARM-LR-166) for changes prior to or during the installation and maintenance periods. Except as otherwise provided in the "Change Order" form, any completed "Change Order" form must be attached to, and made part of, this contract. Changes to this contract that increase the DATCP cost-share amount over \$14,000 or \$50,000 are subject to requirements in Sections 2.A.7., regarding recording and 2.C.2., regarding DATCP approval, respectively.
- 4. This contract is void if, prior to installation, the county determines that due to a material change in circumstances the proposed practices will not provide cost-effective water quality benefits.

Landowner Initials	Date	Spouse Initials	Date	Grant Recipient	Date	Spouse Initials	Date	County Reps.	Date
SR H	1-25-23	CH	7-25-2.3	Initials				Initials	

SECTION 3. PRACTICES, COST, COST-SHARE AMOUNTS, AND INSTALLATION SCHEDULE	T, COS	Γ-SHAR	E AMOUN	TS, AND INS	STALLA	TION SC	HEDULI	F	PAG	PAGE 5 of 5
The parties agree to the following related to the conservation practices, technical design	vation practic	ses, technical		and specifications, eligible costs, cost-share rates and amounts, and rate set forth below.	ts, cost-share rat	tes and amoun	ts, and rate set	forth below.	_	
Name of Person Preparing	Technical AND DATE	Technical Standards Used AND DATE OF NRCS. DNR O	Technical Standards Used in the Design: (LIST AND DATE OF NRCS, DNR OR OTHER STANDARDS	in the Design: (LIST NAME R OTHER STANDARDS		USE	OF THE 3	BOXES BELO	USE OF THE 3 BOXES BELOW IS OPTIONAL	
Derrick Warner	EMPLOYED IN Protection	EMPLOYED IN THE DESIGN) Protection	(GN) 580- Str	580- Streambank	REPRESE LCD	REPRESENTING: Richland Co LCD	chland Co	DATE OF APPROVAL:	PROVAL:	
Representing: (COUNTY OR PRIVATE ENGINEERING FIRM) Richland Co LCD					AMOUNT OF APPROVED:	AMOUNT OF COST-SHARE CONTRACT APPROVED: \$	SHARE CO	NTRACT		v
* Cost-Shared Item Description	Vuc of	Quantity	Unit	Estimated	COST	COST-SHARE RATE	ATE	ESTIMAT	ESTIMATED COST-SHARE AMOUNTS	E AMOUNTS
" ss. ATCP 50.62 to 50.98, 50.40 (15) & (18), & 50.08 (3) and (4)	CS**	Standard Units)	Cost or Flat Rate \$	Total Cost	State %***	Grantee %	County/ other %	DATCP \$	Grantee \$	County/other \$
X ATCP-50.88	1	1 No.		\$9800.00				\$6860.00	\$2940.00	
			TOTALS	\$9800.00				\$6860.00	\$2940.00	
* Must check if the 50% maximum rate applies based on the installation of a practice after January 1, 2014 under one of these two conditions: a. The practice is installed on land owned by a local governments b. Cost-sharting is provided for a cost-shared only if the contract provides for (a) more than one year of cost-sharting for soft practices (contour farming, cover and green manure crop, nutrient management, pest management, residue management, and strip-cropping). (b) land taken our of production for more than one year, or (c) CREP equivalent payments for riparian land taken out of production. For "soft practices" payments, the nanagement, residue management, residue manifer the practice is cost-shared only if the contract provides for (a) more than one year, or (c) CREP equivalent payments for riparian land taken out of production. For "soft practices" payments, the landowner receives the full contract amount after the practice is certified, and has a contractual obligation to maintain the practice for the number of affected arcs multiplied by the pre-acre weighted average soil rental rate in the county on the date of the cost-share contract. For CREP equivalent payments for the number of affected arcs multiplied by the pre-acre weighted average soil rental rate in the county on the date of the cost-share contract. For CREP equivalent payments, the landowner receives an amount equal to the amount that would be offered average soil rental rate in the county on the date of the cost-share contract. A landowner's amual cost of the number of affected lands were emolled in that program. To receive a CREP- equivalent payments in the count at the amount that would be offered average soil rental rate in the county on the date of the cost-share contract. For CREP equivalent payment, a landowner receives an amount equal to the amount that would be offered average soil rental rate in the county on the date of the cost-share practice and an expandent the amount that would be offered average soil rental rate	on the installation of a overnments (.65), roof runoff syste arm performance stan d only if the contract J (, (b) land taken out of ratice is certified, an- idowner's annual cost cost-share contract. F cost-share contract. F rolled in that program. Folled in that program.	ation of a pra noff system (, nce standard, contract provi en out of pro ified, and has unal cost for t nural cost for t ntract. For C program. To t "P" if the l _i t "P" if the l _i cipient D	n (ATCP 50.85), strea ard. avides for (a) more tha avides for (a) more tha bas a contractual oblig the period specified or the period specified CREP equivalent pay CREP equivalent pay for receive a CREP- eq e land is taken out of p hardship. Date Initials	fter January 1, 2014 under one of these two conditions: 50.85), stream bank or shoreline protection (ATCP 50.88), stream crossing (s. ATCP 50.885), or wetland development or restoration (a) more than one year of cost-sharing for soft practices (contour farming, cover and green manure crop, nutrient management, pest for more than one year, or (c) CREP equivalent payments for riparian land taken out of production. For "soft practice" payments, the tractual obligation to maintain the practice for the number of years cost-shared. For "land out of production" payments under ATCP do d specified in the contract. A landowner's annual cost equals the number of affected acres multiplied by the per-acre weighted quivalent payments authorized under ATCP 50.08(4), the landowner receives an amount equal to the amount that would be offered quivalent payments authorized under ATCP 50.08(4), the landowner receives an amount equal to the amount that would be offered quivalent payments authorized under ATCP 50.08(4), the landowner receives an amount equal to the amount that would be offered quivalent payments authorized under ATCP 50.08(4), the landowner receives an amount equal to the amount that would be offered quivalent payments authorized under ATCP 50.08(4), the landowner receives an amount equal to the amount that would be offered quivalent payments authorized under ATCP 50.08(4), the landowner receives an amount equal to the amount that would be offered quivalent payments authorized under ATCP 50.08(4), the landowner receives an amount equal to the amount that would be acc REP- equivalent payment. Cost-share practices must be operated and maintained in accordance with O&M plans and other index is a CREP- equivalent payment and the amount that would be interestored and maintained in accordance with O&M plans and other become that the function in perpetuity. Cost-share practices must be operated and maintained in accordance with O&M plans and other initials [nnitials]]	of these two cont ine protection (A' t-sharing for soft) CREP equivaler the practice for th landowner's ann under ATCP 50. t, a landowner mu t, a landowner	ditions: TCP 50.88), st practices (con the number of y ural cost equals 08(4), the land ols (4), the land ust keep riparia ist keep riparia Date	ream crossing tour farming, triparian land rears cost-shan s the number co owner receive an land out of st be operated	(s. ATCP 50.885), cover and green ma cover and green ma taken out of produ ed. For "land out of affected acres ma s an amount equal production for 15 y and maintained in	or wetland developi nurre crop, nutrient n ction. For "soft prac f production" payme iltiplied by the per-au to the amount that w to the amount that w that w to the amount that w that	ment or restoration nanagement, pest tice" payments, the ints under ATCP are weighted ould be offered v, and must agree to M plans and other

COST-SHARE CONTRACT NO.: 6-23

ARM-LWR-255 (Rev. March 2018)

COST-SHARE CONTRACT NO.: 5-23



SOIL AND WATER RESOURCE MANAGEMENT GRANT PROGRAM Sec. 92.14, Wis. Stats

COST-SHARE CONTRACT

(DATCP approval required for cost-share amounts over \$50,000)

This contract is made and entered into by and between Richland County Land Conservation Committee, and landowner(s) Jimmey R & Lola B Schweitzer and grant recipient(s) . This contract is complete and valid as of the date signed by the county representative.

In consideration of the terms and conditions herein, the parties agree to this contract as set forth in the following Sections 1, 2, and 3, and any addenda that are annexed and made a part hereof.

NOTE 1: It is not necessary to notarize signatures unless this contract will be recorded. If there are additional landowners or any grant recipients, check here and attach Exhibit A1. **NOTE 2:** Only properly authorized person(s) can sign in a representative capacity and must sign in such capacity if the landowner is a corporation, trust, estate, partnership, limited partnership, or limited liability company.

LANDOWNER/REPRESENTATIVE

1-23

LANDOWNER/REPRESENTATIVE

PRINT OR TYPE NAME: State of Wisconsin

County

by

for

applicable)

SIGNATURE

Recording Area

) SS.

(representative's position or type of authority, if applicable)

(name of entity on behalf of whom instrument was executed, if

This instrument was acknowledged before me on

(name of landowner or representative)

Notary Public, State of Wisconsin My commission expires

Agency Name & Return Address

Parcel Identification Number

<u>-21-20</u>23 DATE

(date)

PRINT NAME

(is permanent).

PRINT OR TYPE NAME:

State of Wisconsin County

This instrument was acknowledged before me on (date)

SS.

by_

(name of landowner or representative)

(representative's position or type of authority, if applicable) for

(name of entity on behalf of whom instrument was executed, if applicable)

SIGNATURE PRINT NAME Notary Public, State of Wisconsin My commission expires (is permanent).

SIGNATURE OF COUNTY REPRESENTATIVE

DATE

PRINT OR TYPE NAME: CATHY COOPER		
State of Wisconsin)		
) ss.		
County)		
This instrument was acknowledged before me or	on	
	(date)	
by		
(name of county representative)		
(name of county representative)		
asof		
SIGNATURE	PRINT NAME	
Notary Public, State of Wisconsin	INITIAN	
	rmanent)	

This document was drafted by the Wisconsin Department of Agriculture, Trade and Consumer Protection. Personal information you provide may be used for purposes other than that for which it was originally collected (Sec. 15.04(1) (m), Wis. Stats.)

COST-SHARE CONTRACT NO.: 5-23

			1			
SECTION 1A. COUNTY INFORMATION				PAGE 2	of 5	
NAME OF COUNTY AGENCY	TELEPHONE NU	JMBER				
Richland Coun ty Land Conservation	608-647-210	0				
Department						
ADDRESS	CITY, STATE, ZI	IP CODE				
181 West Seminary Street	Richland Center	WI	53	3581		
NAME OF AUTHORIZED REPRESENTATIVE						
Cathy cooper						
SECTION 1B. LANDOWNER and GRANT REG	CIPIENT INFO	RMATION				
TOTAL DATCP COST-SHARE AMOUNT (refer to page 5)	NON-DATCP FU	NDING BY SOURCE				
\$4220.00	County \$	Other Sta	ate Agen	cy \$		
	☐ Federal \$	Non-Pro	fit or Otl	her \$		
NAME OF LANDOWNER (Check the description that best ap	plies: 🔀 Individua	l (Note: Spouse must	be inclu	ided) Co	rporation	
🗌 🗌 Limited Liability Company 🔲 Trust, Estate or Partners	hip 🗌 Local Unit of	f Government)				
Jimmey R and Lola B Schweitzer						
ADDRESS						
19530 Marshall Rd						
CITY, STATE, ZIP CODE	TELEPHONE NU	MRFR				
Richland Center WI 53581	608-647-9055					
LOCATION OF COST-SHARED PRACTICE(S) (Locate by providing parcel numbers(s) or coordinates below or attach required						
information as Exhibit B)						
Parcel Identification Number(s): 018-1522-1000						
Latitude and longitude (degrees and minutes):					8	
	-90.480 °		W			
Note: If this document will be recorded, attach a legal description of the 706.05(2m)(a) and 66.0217(1)(c), Wis. Stats.	location of the cost-sha	red practice(s) that mee	ts the req	uirements of ss.		
NAME OF GRANT RECIPIENT, if different than above. NO	TE: SPOUSE MUST	F BE INCLUDED				
ADDRESS						
CITY, STATE, ZIP CODE	TELEPHONE NU	MRER				
		MDER				
INSTALLATION PERIOD						
Each practice must be installed, and all costs associated with th						
year, or December 31 st of the year of an approved extension. T	• •	0			or the	
following items as long as the parties record the number of year a. To install and maintain contour farming, cover and green					_	
management, and strip-cropping (up to 4 years).	manure crop, nutri	ent management, pes	i manago	inchi, i csiuu		
b. For land taken out of production for 10 years or other per	riod specified in Sect	ion 3.				
c. For riparian land taken out of production for 15 years or						
Disclosure of non-DATCP funding: By signing this						
information related to any non-DATCP funding that h						
contract, and to authorize the county and DATCP to a			ncludin	g release of	county and	
federal files in accordance with the provisions of 16 U						
Appeal Rights: The landowner or grant recipient may						
conservation department regarding this grant. The co	unty will determine	ne 11 the grantee 19	s engib	e for a hear	ing under	
Chapter 68, Wis. Stats. Landowner Date Spouse Date Grant	Date	Spouse Date		County	Date	
Initials Initials Recip		Initials		Reps.	Date	
			CALIFORNIA CONTRACTOR OF THE			
5 1-23 / 7-21-23 Initial	S			Initials		

ADDENDA MAY BE ATTACHED TO THIS DOCUMENT TO RECORD SPECIAL CONDITIONS

ARM-LWR-255 (Rev. March 2018)

SECTION 2

PAGE 3 of 5

A. The landowner/grant recipient agrees:

- 1. To install and maintain cost-shared practice(s) listed in Section 3, consistent with the plans and specifications referenced in Section 3, during periods identified in Section 3.
- 2. To make all payments for which the landowner/grant recipient (hereinafter referred to as "landowner") is obligated under this contract, as specified in Section 3. Landowners are responsible for all payments for state or local administrative permit fees.
- 3. To provide the county with evidence of payment, as applicable, for services, supplies, and practices performed or installed pursuant to this contract. Proof of payment may be in the form of a statement or invoice, or receipts or cancelled checks with the related vendor contract. For services provided by the landowner, the landowner shall submit a detailed invoice or cost-estimate for those services.
- 4. To maintain the cost-shared practice for at least 10 years from the date of installation, except for these "soft" practices: contour farming, cover and green manure crop, nutrient management, pest management, residue management, and strip-cropping. Soft practices must be maintained for each year cost-share funds are provided, as specified in Section 3. Extended maintenance periods apply if land is taken out of production for more than 10 years, as specified in Section 3.
- 5. To operate and maintain each cost-shared practice for the required maintenance period following the certification of installation or replace it with an equally effective practice. To refrain, during the maintenance period, from actions that may reduce a practice's effectiveness, or result in water quality problems. The landowner agrees to follow an operation and maintenance (O&M) plan or other maintenance requirements including those in ATCP 50.62, Wis. Admin. Code. All nutrient management plans must comply with s. ATCP 50.04(3), Wis. Admin. Code.
- 6. To repay cost-share funds immediately, upon demand by the county, if the landowner fails to operate and maintain the cost-shared practice according to the contract. Repayment of grant funds shall not be required if a practice(s) is rendered ineffective during the required maintenance period due to circumstances beyond the control of the landowner.
- 7. To the recording of this contract, including the legal description of the subject property, with the deed to the subject property, if cost-sharing exceeds \$14,000 unless this contract cost-shares only practices listed in s. ATCP 50.08 (5) (b). This contract shall be recorded before the county makes any cost-share payment to the landowner. Upon recording, this contract constitutes a covenant running with the land described in Section 1B, and is binding on subsequent owners, heirs, executors, administrators, successors, trustees, and assigns, and users of the land for the period set forth in Section 3.
- 8. To comply with (i) the performance standards, prohibitions, conservation practices and technical standards under s. 281.16, Stats., (ii) plans approved under ss. 92.14, 92.15 (1985 Stats.), 92.10 and 281.65, Stats., and (iii) the practices necessary to meet the requirements of this contract, and to continue such compliance after the term of this contract, without further cost-sharing, if the landowner has received cost-sharing for compliance at least equal to the cost-sharing required under s. ATCP 50.08, Wis. Admin. Code. There is no requirement for continuing compliance for land that is taken out of production unless cost-sharing is provided.
- 9. To acknowledge receipt of a notice provided by the county explaining continuing compliance requirements arising out of the installation of specific cost-shared practices. (Initial here, , , , , ,).)
- 10. Not to discriminate against contractors because of age, race, religion, color, handicap, gender, physical condition, developmental disability, or national origin, in the performance of responsibilities under this contract.
- 11. To make any changes to this contract, including changes in project components and costs, according to the procedures set forth in Section 2.C.3.
- 12. To the county's right to stop work, or withhold cost-share grant funds, if it is found that the landowner, grant recipient, or construction contractor in their employ has violated ch. 92, Wis. Stats., ch. ATCP 50, Wis. Admin. Code, or has breached this contract.

1 tumm	. couc, or n	us breached	i uns contrac						
Landowner	Date	Spouse	Date	Grant	Date	Spouse	Date	County	Date
Initials		Initials		Recipient		Initials		Reps.	
-		H.		Initials				Initials	
t	U-1195	1-21-23	7-21-23						
4		104 00	1 05						

SECTION 2 (continued)

B. The county agency agrees:

- 1. To enter this cost-share contract only after the Land Conservation Committee has authorized the cost-sharing of this project.
- 2. To provide technical assistance for the design, construction, and installation of cost-shared practice(s) according to applicable standards in ch. ATCP 50, Wis. Admin. Code. The county agrees to provide written notice, when applicable, to inform each landowner and grant recipient of the full ramifications of a cost-share contract, including future compliance obligations. The county further agrees to ensure that cost-shared practices are maintained as required in II. A. 4 by securing O&M plans and performing site checks as needed.
- 3. To use the most cost-effective methods to address the water quality concerns of this project, and apply cost containment procedures, consistent with ch. ATCP 50, Wis. Admin. Code, when estimating and paying for cost-shared practice(s).
- 4. To provide cost-share funds to the landowner, in the amounts specified in Section 3 and any amendments, upon proof that (i) the landowner has made all payments for which the landowner is responsible under the contract, (ii) the practice(s) are designed and installed according to standards in ch. ATCP 50, Wis. Admin. Code and this contract, including compliance with applicable construction site erosion control standards, and (iii) nutrient management plans comply with s. ATCP 50.04(3) Wis. Admin. Code. The county may make payments to third parties as provided in s. ATCP 50.40(13), Wis. Admin. Code.
- 5. To collect and retain all contract-related documents regarding operation and maintenance, proof of certification of design and installation, change orders, receipts and payments, and other referenced materials for a minimum of three years after making the last cost-share payment to the landowner, or for the duration of the maintenance period of this contract, whichever is longer. Records may be retained longer to demonstrate that a landowner meets the cost-sharing exemption under s. ATCP 50.08(5), Wis. Admin Code. Payment records from the landowner and county must provide proof of payment in full for all cost-shared practices installed. Copies of records shall be made available to DATCP upon request.
- 6. To record this contract, including the legal description of the subject property, with the deed to the subject property, as required under Section 2.A.7. Contracts may be recorded if not required under Section 2.A.7.
- 7. To coordinate eligibility for DATCP cost-share funding, and to follow required reimbursement procedures to facilitate timely cost-share payment(s) to the landowner, including the submission of certification forms to DATCP documenting that cost-shared practice(s) have been properly installed in accordance with this contract and paid for.

C. General conditions of the contract

- 1. State cost-share reimbursement amounts in Section 3 are contingent on receiving DATCP funding. The county may cancel this contract, in whole or in part, due to non-availability of DATCP funds. A county is responsible for contract grant amounts when the county makes cost-share commitments beyond the amount of its DATCP annual allocation or the county fails to obtain DATCP approval required under 2.C.2.
- 2. Written approval from DATCP shall be obtained before this contract is executed or amended if the DATCP cost-share amount exceeds \$50,000, and such approval shall be attached to, and made part of, this contract.
- 3. This contract may be amended, by mutual written agreement of the parties, during the installation or maintenance periods, if the proposed changes will provide equal or greater control of water pollution. For any changes in practice components or costs, the county will determine eligibility and whether to approve such changes. Counties must use a "Cost-Share Contract Change Order" form (ARM-LR-166) for changes prior to or during the installation and maintenance periods. Except as otherwise provided in the "Change Order" form, any completed "Change Order" form must be attached to, and made part of, this contract. Changes to this contract that increase the DATCP cost-share amount over \$14,000 or \$50,000 are subject to requirements in Sections 2.A.7., regarding recording and 2.C.2., regarding DATCP approval, respectively.
- 4. This contract is void if, prior to installation, the county determines that due to a material change in circumstances the proposed practices will not provide cost-effective water quality benefits.

Landowner Initials	Date	Spouse Initials	Date	Grant Recipient	Date	Spouse Initials	Date	County Reps.	Date
Æ	2-1153	JS.	7-21-23	Initials				Initials	

SECTION 3. PRACTICES, COST, COST-SHARE AMOUNTS, AND INSTALLATION SCHEDULE	T, COST-SHARI	E AMOUN	US, AND INS	TALLA	TION SC	HEDUL	E	PAGE	PAGE 5 of 5
The parties agree to the following related to the conservation practices, technical design	vation practices, technical c	design and specific	and specifications, eligible costs, cost-share rates and amounts, and rate set forth below	s, cost-share ra	ttes and amour	its, and rate se	t forth below.	_	
Name of Person Preparing	Technical Standards Used in the Design: (LIST NAME AND DATE OF NIRCS DNR OF OTHER STANDARDS	Used in the Des	ign: (LIST NAME		USE	OF THE 3	BOXES BELO	USE OF THE 3 BOXES BELOW IS OPTIONAL	
Technical Design: Derrick Warner	EMPLOYED IN THE DESIGN) Shoreline Protection	an) 580 – Str n	580 – Streambank and	REPRESE	REPRESENTING: Richland Co LCD	ichland Co	DATE OF APPROVAL:	PPROVAL:	
Representing: (COUNTY OR PRIVATE ENGINEERING FIRM) Richland Co LCD		1		AMOUNT OF APPROVED:	AMOUNT OF COST-SHARE CONTRACT APPROVED: \$	-SHARE C(NTRACT		
* Cost-Shared Item Description	Vrs of Uantity	Unit	Estimated	COS	COST-SHARE RATE	LATE	ESTIMAT	ESTIMATED COST-SHARE AMOUNTS	EAMOUNTS
ss. ATCP 50.62 to 50.98, 50.40 (15) & (18), & 50.08 (3) and (4)	S	Cost or Flat Rate \$	Total Cost \$	State %***	Grantee %	County/ other %	DATCP \$	Grantee \$	County/other \$
ATCP 80.88	1 1 No.		\$8440.00	50	50		\$4220.00	\$4220.00	+
		TOTALS	\$8440.00				\$4220	\$4220.00	
* Must check if the 50% maximum rate applies based on the installation of a practice after January 1, 2014 under one of these two conditions: a. The practice is installed on land owned by a local governments. b. Cost-sharel for land owned by a local governments. b. Cost-sharel for land owned by a local governments. c. Ontruction is practice is installed on land owned by a local governments. b. Cost-sharel for land owned by a local governments. c. ATCP 50.98) and the practice does not implement a farm performance standard. ** Enter the number of years the practice is cost-shared only if the contract provides for (a) more than one year, or (c) CREP equivalent payments for riparian land taken out of production. For "spatnent, the management, residue management, residue management, residue management, and strip-cropping), (b) land taken out of production for more than one year, or (c) CREP equivalent payments for riparian land taken out of production. For "spatnents, the management, residue management, and oftp. CORPS (b) (b) land taken out of production for more than one year, or (c) CREP equivalent payments for riparian land taken out of production" payments, the landowner receives the sum of the landowner's amual cost equivalent payments authorized under ATCP 50.08(3) (d), the landowner receives the sum of the amount after the practice is certified, and has a contract. For CREP of 08(4), the landowner receives an amount equal to the amount that rougar. 50.08(3) (d), the landowner receives the sum of the contract. For CREP equivalent payment, a landowner share practice for the mumber of production in perpetuity. And must agree to contract terms similar to those imposed by the CREP program. Insert "P" if the land is take	on the installation of a practic overnments (.65), roof runoff system (ATC arm performance standard. and only if the contract provides), (b) land taken out of provides ractice is certified, and has a c downer's amual cost for the p cost-share contract. For CREJ colled in that program. To rec program. Insert "P" if the land requalifies for economic hardsl	tice after January ATCP 50.85), stre: les for (a) more thi- luction for more thi- luction for more thi- uction for more the unce the acontractual oblig a contractual oblig the period specified tEP equivalent pay eccive a CREP- ei- nd is taken out of j dship.	January 1, 2014 under one of January 1, 2014 under one of 85), stream bank or shoreline more than one year of cost-sl r more than one year, or (c) C tual obligation to maintain the specified in the contract. A lai alent payments authorized un CREP- equivalent payment, a n out of production in perpetu	e of these two con line protection (A st-sharing for soft s) CREP equivaler the practice for t A landowner's anr d under ATCP 50. nt, a landowner mi petuity. Cost-shar	I ditions: TCP 50.88), s TCP 50.88), s practices (cor in payments ff the number of intal cost equal 08(4), the lan 08(4), the lan ust keep ripari re practices mu	tream crossing trour farming, or riparian land years cost-sha lowner receiv, an land out of ust be operated	 (s. ATCP 50.885) (s. ATCP 50.885) cover and green m taken out of prod taken out of production for 15 and maintained if 	 or wetland developi anure crop, nutrient n anure crop, nutrient n anure of production " payme: ultiplied by the per-ax to the amount that way years, or in perpetuity accordance with O& 	nent or restoration anagement, pest tice" payments, the nts under ATCP ser weighted ould be offered , and must agree to M plans and other

COST-SHARE CONTRACT NO.: 5-23

Date	
County Rep.	Initials
Date	
Spouse	Initials
Date	
Grant Recipient	Initials
Date	2-16-1
Spouse	Suitials
Date	L'Cl -
Landowner Initials	L.

Chapter 280. Short-Term Rentals

Town of Holland, WI Monday, April 3, 2023

[HISTORY: Adopted by the Town Board of the Town of Holland 10-15-2018 by Ord. No. 7-2018; amended in its entirety 4-29-2019 by Ord. No. 3-2019. Subsequent amendments noted where applicable.]

§ 280-1. Purposes.

The purposes of this ordinance are to ensure that the quality of short-term rentals operating within the Town is adequate for protecting public health, safety and general welfare by establishing:

- a. minimum standards of space for human occupancy and parking
- b. adequate level of maintenance
- c. the responsibilities of owners and property managers operating or managing these rental properties for tourists or transient occupants

In addition, it is the intent of this ordinance to determine the responsibility of owners/property managers to expeditiously and personally respond to, stop, mitigate, or prevent the reoccurrence of unreasonable activities on, or conditions, uses or misuses of, these rental properties which adversely impact or substantially annoy, disturb, threaten, harm, offend or interfere with the residential uses, nature or values of other properties in the neighborhoods in which these rental properties operate.

The purposes of this chapter are to ensure that the quality of short-term rentals operating within the Town is adequate for protecting public health, safety and general welfare, including establishing minimum standards of space for human occupancy and parking and for an adequate level of maintenance; determine the responsibilities of owners and property managers operating or managing these rental properties for tourists or transient occupants, including, but not limited to, the responsibility to expeditiously and personally respond to, stop, mitigate, or prevent the reoccurrence of unreasonable activities on, or conditions, uses or misuses of, these rental properties which adversely impact or substantially annoy, disturb, threaten, harm, offend or interfere with the residential uses, nature or values of other properties in the neighborhoods in which these rental properties operate, or with the comfort, health, enjoyment, security, life, health, or safety of others, or which substantially interfere with, obstruct, or tend to obstruct or render dangerous for passage any lane, street, road, bridge or other public or private way used by emergency vehicles or protective service personnel to gain access to property or a navigable body of water to provide services, (i.e., public nuisances); protect the character and stability of all areas, especially residential areas, within the Town of Holland; provide minimum standards necessary for the health and safety of persons occupying or using buildings, structures or premises; require the provision of liability insurance in connection with the operation of short term rentals so that persons on these properties, and the owners and occupants of adjacent properties, who suffer bodily injury or property damage arising from the condition or operation of the short-term rental, or from acts or omissions occurring thereon, are afforded a potential source of recovery to pay such damage claims; and provide for the administration and enforcement hereof.

§ 280-2. Definitions.

A. As used in this chapter, the following terms shall have the meanings indicated:

<u>CLERK.</u> Need to define who will fill this role (Zoning Administrator or Land & Zoning Committee) The Town Clerk of the Town of Holland or designee.

DWELLING UNIT

One or more rooms designed, occupied, used, or intended to be occupied or used, as separate living quarters, with a food preparation area and sleeping and sanitary facilities provided within such room(s). Dwelling units include residential, tourist room house, seasonal employee housing and dormitory units. [Amended 6 1 2020 by Ord. No. 6 2020; 6 15 2020 by Ord. No. 9 2020]

ENTITY

A corporation, investment company, limited partnership, limited-liability partnership, limited-liability company, cooperative association, unincorporated cooperative association, common law trust, or any other group or organization licensed to do business in this state.

FOOD PREPARATION AREA

Any part of a building containing three or more of the following facilities: [Added 6 1 2020 by Ord. No. 6 2020; amended 6 15 2020 by Ord. No. 9 2020; 2 8 2021 by Ord. No. 2 2021]

- (1) Cooking, including stoves, ranges, ovens, cooktops, microwave ovens with a capacity of one cubic foot. or greater, or countertop appliances such as grills, hot plates, toaster ovens, roasters, and slow cookers, but excluding coffee makers, top-slot toasters, or microwave ovens with a capacity less than one cubic foot.
- (2) Refrigeration with a capacity greater than 3.5 cubic feet.
- (3) Sink with a bowl depth greater than four inches and any other bowl dimension greater than 13 inches.
- (4) Storage with a capacity greater than 24 cubic feet intended or used for food, cookware, dishes, or related utensils.

GUEST REGISTER

The official record provided and kept by a property owner or property manager in which short- term rental guests are required to list their true names and addresses before being assigned sleeping quarters, pursuant to Wis. Admin. Code § ATCP 72.16.

LAND AND ZONING STANDING COMMITTEE

Committee of the Richland County Board of Supervisors responsible for ...

LICENSE or CUP, need to decide which route to take

The short-term rental license issued under § 280-4.

LICENSE YEAR

The period from July 1 of each year to June 30 of the following year.

OCCUPANT

Any person, over one year of age, living, sleeping, cooking or eating in, or having actual possession of, a dwelling unit.

PERSON

An individual, group of individuals, or an entity.

PROPERTY MANAGER

Any person who is not the property owner and is authorized by the property owner, expressly or impliedly, to act as agent and as the local contact person on behalf of the property owner for one or more short-term rental, and to take remedial action and promptly respond to any violation of this chapter or the Town Code relating to the licensed premises.

PROPERTY OWNER The owner of a short-term rental.

RENEWAL LICENSE need to decide if we will do one-time fee or annual renewal

Any license issued under this Chapter 280 which will be or is in effect for the license year immediately following a license year for which the Town Clerk issued a license under this chapter for the same short-term rental property.

SHORT-TERM RENTAL

A residential dwelling that is offered for rent for a fee and for fewer than 30 consecutive days, as defined in Wis. Stats., § 66.0615(1)(dk).

[Amended 10 18 2021 by Ord. No. 9 2021]

ZONING ADMINISTRATOR

Richland County Zoning Department employee or designee

§ 280-3. Operation of short-term rentals.

- A. No person may maintain, manage or operate a short-term rental more than 10 nights each license year without a short-term rental license. Every short-term rental shall be operated by a property owner or property manager.
- B. Each short-term rental property owner is required to have the following licenses and permits:
 - (1) A state of Wisconsin tourist rooming house license. <u>Information can be found at</u> <u>https://datcp.wi.gov/Pages/Programs_Services/TouristRoomingHouses.aspx</u>
 - (2) A seller's permit issued by the Wisconsin Department of Revenue, unless all rentals of the property are exempt from such permit requirement per state regulations. [Amended 7 29 2019 by Ord. No. 4 2019]
 - (3) A license/<u>CUP?</u> from the Town of Holland<u>Richland County</u> issued pursuant to this chapter.
- C. Each short-term rental shall comply with all of the following:
 - (1) No residential dwelling unit may be rented for a period of six or fewer consecutive days. However, after a short-term rental license has been issued for a residential dwelling unit

under § 280-4, then any subsequent rental of that dwelling unit during the license term may be for a period of six or fewer consecutive days.

- (2) There shall not be excessive noise as prohibited by § 240 1 of the Town Code, excessive fumes, glare, or vibration, any nuisance activities prohibited pursuant to Chapter 245 of the Town Code, dogs at large as prohibited by § 140 2 of the Town Code, or trespass onto neighboring properties as prohibited by Chapter 257 of the Town Code. Do we need to consider developing a noise ordinance for the county?
- (3) Name plates or other signage related to the short term rental property shall not exceed one square foot. No other signage advertising the short term rental is permitted on site.
- (4)(1) The number of occupants in any dwelling unit shall not exceed the limits set forth in Wis. Admin. Code § ATCP 72.14 for hotels, motels, and tourist rooming houses.
- (5)(2) No recreational vehicles (RVs), campers, tents or other temporary lodging arrangements shall be permitted on site as a means of providing additional accommodations for paying guests or other invitees. <u>Ask Mr. Windle</u>
- (6) Compliance with all applicable state, county and local codes and regulations is required.
- (7)(3) If the property owner resides within 35-50 miles of the short-term rental property, a local property manager is not required to be designated. The property owner shall be available between the hours of 8:00 a.m. and 11:00 p.m. on those days when the property is rented. The property owner must notify the Town ClerkZoning Administrator within three business days of any change in the property owner's contact information and submit the revised contact information to the Town ClerkZoning Administrator within the same time period.

[Added 6-1-2020 by Ord. No. 6-2020[1]; amended 6-15-2020 by Ord. No. 9-2020]

(8)(4) Unless the property owner resides within 35-50 miles of the short-term rental property, a local property manager must be designated for contact purposes and his or her name must be included in the application filed with the Town ClerkZoning Administrator. The local property manager must reside within 35 miles of the short-term rental property and shall be available between the hours of 8:00 a.m. and 11:00 p.m. on those days when the property is rented. The property owner must notify the Town ClerkZoning Administrator within three business days of any change in the property manager's contact information for the short-term rental and submit the revised contact information to the Town Clerk within the same time period.

[Amended 6 15 2020 by Ord. No. 9 2020]

(9)(5) The property owner shall have and maintain homeowner's liability or business liability insurance effective during all short-term rental periods for the premises that are used for short- term rental and shall provide written evidence of such insurance with the license application and renewal application forms. This insurance requirement may be satisfied through such sources as the property owner may choose, including, but not limited to, conventional insurance or insurance offered through a lodging marketplace.
[Amended 6-15-2020 by Ord. No. 9-2020]. Ask Mr. Windle-feels like overstepping on our part

- (10)(6) The property owner or property manager of each short term rental shall provide a guest register and require all guests to register their true names and addresses and rental time period(s) before being assigned sleeping quarters. The guest register shall be kept by the property owner or property manager and available for inspection for at least one year, as required by the Wisconsin Administrative Code. If the property owner or property manager does not consent to inspection of the guest register, the register shall be subject to disclosure to an authorized official pursuant only to a proper search warrant, administrative subpoena, judicial subpoena, or other lawful procedure to compel the production of records that affords the property owner or property manager an opportunity for pre-compliance review by a neutral decisionmaker.
- Upon probable cause to believe that a violation of this chapter, or of a law, code, rule or (11) regulation relating to buildings, housing, electrical, plumbing, heating, gas, fire, health, safety, environmental pollution, water quality, food or zoning has occurred or is occurring, the Town Building Inspector or a local health officer may request that the property owner or property manager allow him or her, upon presenting proper identification, access to the short term rental premises at any reasonable time for any of the following purposes: to determine if there has been a violation of this chapter, or of a law, code, rule or regulation related to the short- term rental or its operation; to determine compliance with previously written violation orders; to examine and copy relevant documents and records related to the operation of the short-term rental; or to obtain photographic or other evidence needed to enforce this chapter. As used in this subsection, "probable cause" means facts and circumstances within an officer's knowledge and of which he or she has reasonably trustworthy information that are sufficient to warrant a reasonable officer in believing that a violation has been or is being committed. If consent is refused, the Building Inspector or health officer may apply for a special inspection warrant issued under Wis. Stats. § 66.0119, or other warrant, subpoena or order as may be necessary or appropriate.

§ 280-4. Short-term rental license. <u>Question for Mr. Windle-if one owner owns multiple units in the</u> same building would it be one license/CUP or one for each unit?

- A. The Town Clerk need to determine who this will be shall issue a short-term rental license if an applicant demonstrates compliance with the provisions of Chapter 280 of the Town CodeCounty Ordinance. A short-term rental license is issued for one license year <u>-need to decide on this</u> and may be renewed annually as provided in § 280-6. The license shall contain the following information:
 - (1) The name of the property owner, with contact information including mailing address and a telephone number at which the property owner is available. If the property owner is also acting as the property manager, then the requirements of Subsection A(2) shall apply to the property owner.

- (2) The name of the property manager, with contact information, including mailing address, physical address (if different from mailing address) and a telephone number at which the property manager shall be available between the hours of 8:00 a.m. and 11:00 p.m. on those days when the property is rented. [Amended 6-15-2020 by Ord. No. 9-2020]
- (3) The license term.
- (4) The state of Wisconsin tourist rooming house license number.

§ 280-5. Short-term rental license procedure.

- A. All applications for a short-term rental license shall be filed with the <u>Town ClerkZoning</u> <u>Administrator</u> on forms provided by the <u>ClerkAdministrator</u>. Applications must be filed by the property owner or the property manager. No license shall be issued unless the completed application form is accompanied by payment of the required application fee, which fee shall be nonrefundable.
- B. Each application shall include the following information and documentation for each short-term rental unit in order to demonstrate compliance with all requirements of this chapter, including, but not limited to, § 280-8:
 - (1) The name of the property owner, with contact information including mailing address and a telephone number at which the property owner is available. If the property owner is also acting as the property manager, then the application shall include mailing address, physical address (if different from mailing address) and a telephone number at which the property owner shall be available between the hours of 8:00 a.m. and 11:00 p.m. on those days when the property is rented. [Amended 6-15-2020 by Ord. No. 9-2020]
 - (2) A copy of the state of Wisconsin tourist rooming house license issued under Wis. Stats. § 97.605; or proof that such state license has been applied for, in which event a provisional short-term rental license may be issued under this chapter for a period of 30 days but shall be conditioned upon the Town Clerk's receipt of a copy of such state license from the applicant within said thirty-day period, and if a copy of such state license is not received by the Clerk within said period, then such provisional license shall expire and be void at and after the end of said thirty-day period.
 - (3) A copy of the most recent lodging inspection report for a tourist rooming house issued by the State of Wisconsin, which should be dated within one year of the date of the license application to the Town. [Amended 7-29-2019 by Ord. No. 4-2019]
 - (4) Written evidence of liability insurance as required by § 280-3C(9). <u>Need to decide on this</u> [Amended 6 15 2020 by Ord. No. 9 2020]
 - (5)(3) A copy of a current seller's permit issued by the Wisconsin Department of Revenue, unless all rentals of the property are exempt from such permit requirement per state regulations. [Amended 7-29-2019 by Ord. No. 4-2019]
 - (6) A diagram drawn to scale showing the location of buildings and the on-site, off-street parking area(s) designated for tenants and invitees on the premises.

- (7)(4) Designation of a property manager, unless the property owner is acting as the property manager, with contact information, including mailing address, physical address (if different from mailing address) and a telephone number at which the property manager shall be available between the hours of 8:00 a.m. and 11:00 p.m. on those days when the property is rented, and an affirmative statement that the property manager is authorized to act as agent and as the local contact person for the property owner with respect to operation of the short- term rental, including taking remedial action and promptly responding to any violation of this chapter or the Town CodeCounty Ordinance relating to the licensed premises, and receiving service of notice of violation of this chapter's provisions. [Amended 6 15 2020 by Ord. No. 9 2020]
- (8)(5) Written certification by the property owner that the short-term rental meets the requirements of this chapter and applicable state and county laws, ordinances and regulations. Ask Mr. Windle if this is really necessary
- (9) An employer identification number issued by the Internal Revenue Service, if applicable.
- (10) For renewal licenses only, written certification that a guest register has been kept as required by the Wisconsin Administrative Code.
- C. Unless earlier revoked, each license shall run from July 1 of one year to June 30 of the following year and may be renewed for additional one-year periods. The application fee shall be paid upon filing of the application. Any application that does not include all of the information and supporting documentation required by this chapter shall not be considered as complete.
- D. When the Town ClerkZoning Administor determines that an application is complete and meets the requirements of this chapter, the Clerk who?? shall approve the application and issue a short-term rental license (or, if applicable, a provisional short-term rental license) to the applicant. If the Clerk Administrator determines that the application is incomplete or does not meet the requirements of this chapter, the Clerk Administrator shall deny the application and inform the applicant, in writing, of the reason(s) why the application was denied and what action is needed to obtain approval of the application.
- E. No short-term rental license (or, if applicable, a provisional short-term rental license) shall be issued or renewed if the applicant or short-term rental property has outstanding fees, taxes, special charges or forfeitures owed to the TownRichland County. Mr. Windle is this important or can we delete
- F. No short-term rental license (or, if applicable, a provisional short-term rental ordinance) shall be issued if the applicant or short-term rental property is found to be subject to one of the grounds for revocation as provided in § 280-9D.
- F.G. License is non-transferrable. No refunds.
- § 280-6. Renewal. Need to decide if we are doing one time CUP or annual license

- A. Each application for renewal of a short-term rental license shall include updated information for the documentation on file with the Town Clerk, and payment of the renewal fee. A renewal application must be filed with, and a nonrefundable renewal fee must be paid to, the Clerk at least 90 days prior to the license expiration date to allow the Town Clerk adequate time to review the application. The Clerk shall determine whether the information provided in the renewal application is complete and meets the requirements of this chapter. The Clerk may also request reports from the Town Building Inspector, the Sheriff's Department and other law enforcement agencies regarding any enforcement actions taken with respect to the short-term rental properties and operations, and their owners, tenants, occupants or visitors. The Clerk shall review the renewal application and may approve or deny the application after taking into consideration the number, frequency and/or severity of law violations relating to the short-term rental property and operations, and its owner(s), tenant(s), occupant(s) or visitor(s), and whether such violations substantially harm or adversely impact the predominantly residential uses and nature of the surrounding neighborhood. If after such consideration the Clerk determines not to renew the license, the Clerk shall notify the applicant in writing of the reason(s) for such decision, and the applicant's right to appeal the decision to the Town Board as provided in § 280-9.
- B. No license shall be renewed if the short-term rental property is under an order issued by the Building Inspector or a local health officer, or his or her designee, to bring the premises into compliance with state, county or local laws, codes, rules or regulations.

§ 280-7. Standards for short-term rentals.

- A. Each short-term rental shall comply with this chapter's requirements and any other applicable state, county or local laws, codes, rules or regulations. Each short-term rental shall comply with the following standards:
 - (1) The number of occupants may not be more than allowed under Wis. Admin. Code Ch. ATCP 72 or any other state regulation, state statute, or local ordinance.
 - (2) The minimum number of on-site, off-road parking spaces shall equal the short-term rental property's advertised maximum sleeping capacity divided by four, with the quotient rounded up to the nearest whole number. For a short-term rental property abutting a private road with fewer than two driving lanes, no parking spaces on the road may be considered and all parking spaces must be provided on-site. For a short-term rental property abutting a public road that has designated on-road parking spaces, the minimum number of required on-site parking spaces may be reduced by the total number of designated on-road parking spaces which lie within the abutting road frontage and within 100 feet of the short-term rental property's main entrance driveway or doorway. [Amended 6-1-2020 by Ord. No. 6-2020; 6-8-2020 by Ord. No. 7-2020; 6-15-2020 by Ord. No. 9-2020]
 - (3) The short-term rental premises shall have functioning smoke detectors and carbon monoxide detectors pursuant to the requirements of Wis. Admin. Code Ch. SPS 321.
 - (4) Certification of compliance: As a condition of issuance of a license under Chapter 280 of the Town Code, the property owner or property manager shall certify in writing in each

initial application and renewal application form that the short-term term rental property is in compliance with the terms and conditions of the license and this chapter.

§ 280-8. Display of permit.

Each license shall be displayed on the inside of the main entrance door of each short-term rental.

§ 280-9. Appeal of licensing decisions; license revocation; appeal procedure; judicial review.

- A. The Town Clerk'sZoning Administrator's-decision to deny an initial short-term rental license or to deny renewal of a short- term rental license shall specify the reason(s) for such denial, in writing. Prior to the time for the renewal of the license, the Town ClerkZoning Administrator shall notify the licensee in writing of the Town's-County's intention not to renew the license and notify the licensee of his or her right to an appeal hearing as provided in § 280-98.
- B. The Town Clerk's Zoning Administrator's??-decision to deny an initial license or to deny renewal of a license may be appealed to the Town Board Land& Zoning Standing Committee by filing a written appeal with the Clerk Administrator within 21 calendar days (excluding legal holidays) after the date of mailing of the written notice of the Town Clerk's Zoning Administrator's decision denying such license or renewal license. The Town BoardLand & Zoning Standing Committee shall conduct a due process hearing and issue a written decision on the appeal within 30 calendar days of the County's Town's receipt of the written appeal, or the license shall be deemed granted. If the appellant appears at the hearing he or she may produce and cross-examine witnesses, present relevant evidence, and be represented by counsel or his or her choosing, at his or her expense. If the Town BoardLand & Zoning Standing Committee finds the Town Clerk'sZoning Administrator's reason(s) for his or her decision sufficient, the decision shall be affirmed. If the Town BoardCommittee finds the Zoning Administrator's Town Clerk's reason(s) for his or her decision insufficient, the decision shall be reversed, and the license shall be granted and issued. If the appellant does not appear at the hearing and the Town Board Committee finds the Town Clerk's Zoning Administrator's reason(s) for his or her decision sufficient, the decision shall be affirmed. The Town Board's Committee's written decision on the appeal must specify the reason(s) for its determination. The Town ClerkZoning Administrator shall give written notice of the Town Board's Committee's decision to the applicant or licensee.
- C. A license may be revoked by the <u>Town BoardLand & Zoning Standing Committee</u> during the term of a license year and following a due process hearing for one or more of the following reasons:
 - (1) Failure by the licensee to make payment of delinquent fees, taxes, special charges, forfeitures or other debt owed to the <u>Town County</u>. We deleted this earlier
 - (2) Failure to maintain all required local, county and state licensing requirements.
 - (3) Any violation of local, county or state laws or regulations which, based upon their number, frequency and/or severity, and their relation to the short-term rental property, its owner(s), tenant(s), occupant(s) or visitor(s), substantially harm or adversely impact the predominantly residential uses and nature of the surrounding neighborhood.

- D. Revocation. Any resident of or owner of property within the TownRichland County may file a sworn written complaint with the Town ClerkZoning Administrator alleging one or more of the reasons set forth in § 280-9C as grounds for revocation of a short-term rental license issued under this chapter. Upon the filing of the complaint, the Town BoardLand & Zoning Standing Committee shall notify the licensee of the complaint by certified mail, return receipt requested and provide the licensee with a copy of the complaint. The notice shall direct the licensee to appear before the Town BoardCommittee on a day, time and place included in the notice, not less than 10 days and not more than 45 days from the date of the notice, and show cause why his or her license should not be revoked. The hearing shall be conducted as provided in § 280-9B. If a license is revoked, the Town ClerkZoning Administrator shall give notice of revocation to the licensee by certified mail, return receipt requested. No part of the fee paid for any license so revoked may be refunded.
- E. Judicial review. The action of the Town BoardLand & Zoning Standing Committee (do we need to add a step where they get to appeal to the whole county board?) in granting or renewing, refusing to grant or renew, or revoking a license under this chapter may be reviewed by the Sheboygan Richland County Circuit Court upon appeal by the applicant, licensee, or a resident of or owner of property within the TownCounty. Such appeal shall be filed within 30 days of the date of mailing by the Town ClerkZoning Administrator of the notice of the Town Board'sLand & Zoning Standing Committee's action granting or renewing, refusing to grant or renew, or revoking a license. The procedure on review shall be the same as in civil actions commenced in the circuit court pursuant to Wis. Stats. Chs. 801 to 807.

§ 280-10. Penalties.

- A. Any person who violates any provision of this chapter shall be subject upon conviction thereof to a forfeiture of not less than \$250 nor more than \$750 for each offense, together with the costs of prosecution, and in the event of default of payment of such forfeiture and costs shall be imprisoned in the Sheboygan County Jail until such forfeiture and costs are paid, except that the amount owed is reduced at the rate of \$25 for each day of imprisonment and the maximum period of imprisonment is 30 days. Each violation and each day a violation occurs or continues to exist shall constitute a separate offense. Ask Mr. Windle
- A.B. The penalties set forth in this section shall be addition to all other remedies of injunction, abatement or costs, whether existing under this chapter or otherwise.

§ 280-11. Fees.

Any person applying for an initial short-term rental license or renewing a license pursuant to this chapter shall be subject to the fees as established by resolution of the Town Board Richland County Board.

§ 280-12. Severability.

Should any portion of this chapter be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of any other provisions of this chapter.

Outdoor Lighting Assessment - Draft

Prepared for Richland County, Wisconsin

Outdoor lighting has significant impacts on public safety, energy use and the environment. There is an ongoing rapid transformation from High-Intensity Discharge (HID) and other less efficient light sources to Light Emitting Diode (LED) lighting. It is in the best interest of public entities to evaluate existing lighting installations before purchasing replacement light fixtures and lamps to take advantage of the benefits while minimizing negative impacts caused by some LED installations.

Outdoor Lighting Assessment -Draft

Prepared for Richland County, Wisconsin

Executive Summary

Outdoor lighting owned by Richland County is highly variable in age, condition and appropriateness from site to site and within sites. Every location has recommendations for improvements but there are very clear priorities for improvements. The improvements recommended all have benefit with regard to light trespass and light pollution but there are equally significant benefits in reduced glare, public safety, energy use and maintenance costs. Many of the recommended changes can be carried out by tradespersons or facility maintenance staff without professional involvement. The professional analysis needed for some of the recommended changes may be available at no cost from lighting distributors and manufacturers.

Introduction

At the March 6, 2023 Land and Zoning Committee meeting a request was made by the committee chair to have an assessment of county-owned outdoor lighting completed. Scott Lind agreed to perform this assessment at no cost to the county. Maps and aerial photos of county-owned

Impacts of Outdoor Lighting

Outdoor lighting has public safety, energy use There is an ongoing Discharge (HID) and other less efficient light sources to Light Emitting Diode (LED) lighting. It is in the best interest of public entities to evaluate existing lighting installations before purchasing replacement light fixtures and lamps to take advantage of the benefits while impacts caused by some LED installations.

locations were provided by Cheryl Dull. Of the 14 sites 3 were identified by Cheryl as having no outdoor lighting. Those sites are Ash Creek Forest, Port Andrews boat landing and a wayside adjacent to a second boat landing.

Of the remaining locations, eight were visited by John Heasley and/or Scott Lind on March 27 and 28, 2023. An inventory was conducted at these sites using photographs to establish types and quantities of existing outdoor lighting. Those eight sites contain 30 buildings as well as parking lots, tennis/basketball courts, a show ring, and a race track. Approximately 300 fixtures of varying age, style and light source were identified. There are three sites remaining to be inventoried.

An inventory of the fixtures was entered into Excel with known data entered. No fixtures were opened to gain more information and all observations were made from the ground without ladders.

The sites were revisited after dark to determine which fixtures were operational and to observe visual impacts like glare and in some locations to take light level readings.

The following is an overview of outdoor lighting at each location with recommendations for changes.

Site 1 Akey School

There is only one building and one outdoor light fixture at this site and that fixture has no lamp and the socket is taped over. It is a vintage "gas station" style fixture which has a top shade with a medium base socket that would normally contain a bare lamp below. It is assumed there is no need or intention to re-lamp this fixture but if it ever were to be reactivated a 2700K color temperature, medium base, short neck par lamp of roughly 800 lumens would be most appropriate if the existing shade is going to be retained for historic reasons. If the entire fixture were ever replaced a full cutoff, dimmable, LED fixture of the same color temperature and lumen output with an integral motion sensor should be installed.

Site 2 Ash Creek Forest No lighting

Site 3 Campus 1000, 1100, 1200 and 1250 US Hwy 14

This site has the highest density of year-round outdoor lighting. Seven buildings as well as parking areas and athletic courts were observed.

PARKING LOTS

The parking lot lighting consists of LED flat lens fixtures that could be oriented to be full cutoff but many, if not most, are adjustable and have unfortunately been set at angles that defeat the flat lens feature. See Figure 1. The optical distribution of these fixtures is unknown but all flat lens LED fixtures have some forward throw component and it is possible that these fixtures could be set to a level orientation and still provide adequate lights levels in the parking areas. Doing so would also dramatically reduce the glare caused by having these high lumen fixtures tilted upward. The tilting exposes pedestrians and drivers to direct viewing of the LED lamping. This creates extreme contrast and reduces safety.



FIGURE 1 - PARKING LOT LIGHT AT CAMPUS SITE

SIDEWALKS

Sidewalks in most areas are bordered by 7-foot poles topped with translucent cylinder fixtures that are completely unshielded. See Figure 2. These fixtures are the most obvious candidates at this site for replacement. The glare produced decreases pedestrian safety and the complete lack of light directionality is a tremendous waste of energy. In order to get the best recommendation for replacement a photometric analysis should be done to determine fixture mounting heights, distribution patterns and lumen output. It is likely that given the number of locations that fixtures of more than one distribution pattern are most appropriate. In any case, when the fixtures are replaced, the color temperature should be either 2700K or 3000K with the lower number preferable. Fixtures should be full-cutoff LEDs with dimmable drivers. Controls with integral timer and dimmer would be the best solution to meet the newest energy code requirements for reduced lighting levels after hours. In the short term it should be determined if lights need to burn for the entire overnight or if time controls can be added to the existing branch circuits to shut off these lights in the middle of the night. Say from midnight to 5 a.m.



FIGURE 2 WALKWAY LIGHTING AT CAMPUS SITE

ATHLETIC COURTS

The athletic court lighting is pole-mounted high intensity discharge (HID) type flood lighting, most likely using metal halide lamping. These lights are on a timer system and likely rarely on therefore are a low priority. Ironically, one of the poles has been overtaken by a tree such that when the tree is leafed out the 4 fixture heads are within the canopy and not performing as expected. See Figure 3. As a first step to energy savings removal of the existing HID lamping and ballast should be considered. Depending on the service voltage to the fixtures LED lamps are available to be directly wired to the source using the existing socket by bypassing the ballast used to power the HID lamp.



FIGURE 3 ATHLETIC COURT LIGHTING AT CAMPUS SITE

PEDESTRIAN COURTYARDS

The pedestrian areas near the gym and the Walker Student center have bollard style lights. These are HID type only have a partial top shield. Again, for reduced glare and energy savings these could be replaced with full cutoff bollards with integral dimming controls. In the shorter term they could likely be re-lamped with LED lamps of 2700K or 3000K color temperature to get the energy savings and like the other pedestrian lighting a timer could be installed to reduce the number of hours these burn overnight.

SCIENCE HALL

There are three variations of outdoor lights on Science Hall. There is one recessed ceiling downlight, one LED RAB brand wal pak and multiple 5700K color temperature Hocan brand wal paks that are dated 2016. See Figure 4. These are unshielded fixtures and appear to be failing based on how they were operating when observed at night. All of the Hocan fixtures were flickering to some degree and emitting a low level of very purple light. The RAB wal pak was operating normally. When the Hocan fixtures are replaced only full cutoff, dimmable, 2700K or 3000K LEDs should be used and integral dimmers/motion sensors should be included to meet the newest energy code requirements. The existing Hocan fixtures are rated for 5200 lumens. Replacements of 1200 lumens or less are more appropriate for a full cutoff fixture because all the light will be directed where needed. As an initial step at energy savings and reduced night sky impact a number of the fixtures may be determined to not be needed as they are located on parts of the building without sidewalks or doors.



FIGURE 4 HOCAN WAL PAK FIXTURE ON SCIENCE BUILDING AT CAMPUS SITE

Melvill Hall, Classroom Building, Miller Library and Walker Student Center

The exterior lighting on Melvill Hall, the Classroom Building, Miller Library and Walker Student Center consists of RAB brand LED wal paks and surface mounted soffit LED fixtures. The wal paks are unshielded. The soffit fixtures have a drop lens that produces some glare but as they are located under a soffit there is no direct uplight. When the RAB wal paks are replaced only full cutoff, dimmable, 2700K or 3000K LEDs should be used and integral dimmers/motion sensors should be included to meet the newest energy code requirements. Replacements of 1200 lumens or less are likely appropriate for a full cutoff fixture at these mounting heights because all the light will be directed where needed. As an initial step at energy savings and reduced night sky impact a number of the fixtures should be examined to determine if they are needed at all as they are located on parts of the building without sidewalks or doors.

THE GYM BUILDING

The Gym Building has three fixture variations. Two styles of wal paks and one wall mounted shoebox style area light. The RAB wal paks are the same variation used on the other buildings. Another single wal pak is likely an HID source and also unshielded. The shoebox style fixture has a flat lens and is full cutoff. When the RAB wal paks are replaced only full cutoff, dimmable, 2700K or 3000K LEDs should be used and integral dimmers/motion sensors should be included to meet the newest energy code requirements. Replacements of 1200 lumens or less are likely appropriate for a full cutoff fixture at these mounting heights because all the light will be directed where needed. The other wal pak should be considered first for replacement on this building with an LED fixture of the type described above. The shoe box area light is a candidate for LED lamp retrofit similar to the suggestions made for the athletic court lights.

EAST HALL

Building mounted lighting consists of two wall sconces with medium based sockets and two jelly jar type fixtures. None are shielded. One sconce is missing a shade. These should be considered for replacement with fixtures similar to described for other building wal paks. In the short term, strictly for energy savings, the lamping can be changed to 2700K or 3000K LED A-lamps of roughly 800 lumens.

Site 4A Courthouse

The most problematic lighting at the courthouse is the parking lot/drive lane lights. These consist of gooseneck poles with clear globes. These lights are a source of tremendous glare, similar to the cylinders at the campus site. Given the importance of the courthouse site these fixtures should be priority number one overall for replacement. The glare produced decreases pedestrian safety and the complete lack of light directionality is a tremendous waste of energy. In order to get recommendations for replacement a photometric analysis should be done to determine fixture mounting heights, distribution patterns and lumen output. It is likely that given the number of locations that fixtures of more than one distribution pattern are most appropriate. In any case, when the fixtures are replaced, the color temperature should be either 2700K or 3000K with the lower number preferable. Fixtures should be full-cutoff LEDs with dimmable drivers. Controls with integral dimmer would be the best solution to meet the newest energy code requirements and to allow adjustment based on operational experience. When the photometric analysis is done the surrounding streetlight must be included in the model to avoid over lighting. The streetlights provide a significant contribution including improving uniformity. Trying to achieve recommended uniformity levels while ignoring the streetlights will have the opposite of the intended effect but producing hot spots where streetlights are present. See Figure 5.



FIGURE 5 PARKING LOT LIGHTS AT COURTHOUSE

Flag lighting is the next obvious spot for improvement at this location to reduce night sky impact and energy use. The existing flood lights can be replaced with poletop mounted LED flag lights. There are versions available for virtually every flag pole type. This type of conversion was recently completed at Wildcat Mountain state park to light the flag but produce zero uplight.

The majority of the remaining lights have minimal wasted light. Unless they are not meeting operational needs they can remain as is. The only recommendation would be to ensure that any re-lamping that is done use LEDs of either 2700K or 3000K color temperature. If fixture replacement is required the same recommendation listed for campus building wal paks generally applies but lumens may need to adjusted upward somewhat depending on mounting heights.

Site 4B – HHS Building

This building has parking lot lighting consisting of either one or three pole mounted shoebox area lights depending on ownership of the southwest parking lot. Regardless the fixtures appear to be cutoff type although full cutoff can't be assumed with a shoebox but they are acceptable as is. To achieve energy savings removal of the existing HID lamping and ballast should be considered. The existing lamp lumen output appears to be excessive. Depending on the service voltage to the fixtures LED lamps are available to be directly wired to the source using the existing socket by bypassing the ballast used to power the HID lamp. 2700K or 3000K LEDs should be used and the lumens should be matched to the pole height and area coverage. If catalog numbers can be obtained for the existing fixtures a photometric analysis would demonstrate expected light levels on the parking surface. The tendency to simply purchase the brightest possible replacement lamp should be avoided both to maximize energy savings and minimize night sky impact from reflected light. These lights appear to also be good candidates for middle of night shutdown or at least dimming because of available light from adjacent streetlights and adding those controls should be considered for the same reasons.

Building mounted lights consist of a variety of wal pak types and one soffit light. When observed at night only two of the eleven wal paks were operational with no obvious detrimental effect on safe navigation around the building. This is largely due to contributions from adjacent streetlights and what appears to be the excessively bright parking lot. See Figure 6. Based on that observation it's very possible the existing wal paks are not needed or that only some subset is needed if the parking lot lights are shut off mid-night or lumen output reduced. The main takeaway again is that adjacent streetlighting is a significant contributor to the lighting around this building and must be considered in any analysis. If wal paks are re-lamped or replaced all of the same recommendations listed for buildings at other sites applies with adjustments to lumen levels for fixture height.



FIGURE 6 PARKING LOT AT HHS BUILDING SITE

Site 5 Ambulance Building

This site, while it appears it was recently renovated is an example of poor outdoor lighting. The wal pak on the back side of the building appears to serve no purpose for present building use and is creating light trespass on the neighboring home. The new sconces at the garage doors provide very little light on the pavement in front of the garage doors but high vertical foot candles that produce discomfort glare and waste energy. There is pole mounted light immediately adjacent to the building that is lighting much of the roof because of the location. The recommendation is to consider removing the pole light or at least re-orient it so it is not lighting the roof. See Figure 7. The wall sconces should be replaced with full cutoff wall lights as recommended for other sites when they reach end of life. In the meantime, if the LED drivers are dimmable controls that can reduce the light output should be considered. The wal pak on the rear of the building can likely be removed.



FIGURE 7 POLE MOUNTED FIXTURE AT AMBULANCE BUILDING SITE

Site 6 Fairgrounds

The Fairgrounds site consists of many buildings, parking areas, internal streets, a show ring, grandstand and race track. It appears that the vast majority of the lighting is only used seasonally. When observed at night only the streetlights and two buildings had lighting that was operating. As a result, while there are many fixtures that can be improved and should be replaced with better fixtures there are very few priority fixture replacements at this site. The streetlights appear to be flat lens, full cutoff LEDs. The footcandle levels are reasonable. Color temperature is unknown but appeared to be 4000K. Any future pole mounted light replacements should consider using 3000K lights to minimize sky scatter but <u>if the lights are only used seasonally</u> this is one location where using a color temperature to match the existing streetlights would be acceptable to provide color consistency throughout the site. Ideally all lighting at the site would eventually be set at 2700K or 3000K. One way to achieve this over the long term is to buy any new fixtures with selectable color temperature so that eventually all can be switched to the lower color temperature.

The streetlights in what appears to be an overflow parking area (or perhaps a midway?) are the old utility style unshielded type. When these are replaced full cutoff LED fixtures should be used.

The pole mounted floodlights at the track and show ring appear to be HID sources. The same recommendations made for other sites in terms of LED retrofits to these apply. The seasonal nature of use means the energy payback will be longer but avoiding labor used to replace HID lamps will contribute the savings. What should be avoided in any of the floodlight retrofits is choosing LED sources with too high a brightness. The flat panel LEDs mounted to the grandstand roof and shining to track are an example of where this can be a problem. Because very high lumen LED flat panels are available it's very easy to over light in that application and create very bright point source glare. In other words, use the lumens not, don't just go as bright as possible otherwise the large contrast from dark to light areas on the track can be detrimental.

Buildings 1, 3, 4, 8, 10 and 14 have wall mounted yard lights. See Figure 8. These should be replaced with full cutoff fixtures to minimize glare and sky glow. Again, for energy savings these could be retrofit as suggested for HID source pole lights. The concept is the same.



FIGURE 8 TYPICAL WALL MOUNTED YARD LIGHT AT FAIRGROUNDS SITE

Building 2 has an extraordinary fifteen wall sconces and most of these were on when observed. These are partially shielded. Some are in poor condition. See Figure 9. The number of fixtures is likely excessive unless the traffic at that building is significantly higher than elsewhere on site and the glare is detrimental. These fixtures can be replaced with perhaps 800 lumen full cutoff wal paks to save energy and reduce glare. As an interim step the medium-base lamps could be replaced with low lumen LED lamps.



FIGURE 9 DAMAGED SCONCE ON BUILDING 2 AT FAIRGROUNDS SITE

Building 5 has a wall mounted flat lens LED fixture set at a steep angle. I recommend adjusting this fixture to a level orientation to reduce glare and wasted light unless it is demonstrated the having it set at such an angle is necessary for some unseen reason.

Building 11 has multiple industrial fluorescent strip lights using 96W T12 lamps. These types are rapidly becoming obsolete. For this application an LED tube retrofit is probably the easiest solution given the mounting location and limited seasonal use.

Building 13 has an array of porcelain lampholders that were empty when observed. Assuming these are used during the fair they are candidates for low wattage LED medium base lamps. The best would be to replace them with full cutoff wal paks but if only used seasonally this is probably cost prohibitive.

Building 16 has a wall mounted flood light that would seem to provide little to no benefit at that mounting location and could likely be removed if still operational.

Site 7 Port Andrews Boat landing No Lighting.

Site 8 Highway Shop

Not yet inventoried.

Site 9 Buena Vista wayside – Hwy 14

This site's parking lighting consists of two pole mounted flat lens LED fixtures. The color temperature and lumen output is unknown.

The toilet building has two surface mounted fixtures mounted at the end of the eaves. The lamping is unknown but the lenses are very yellowed from UV degradation. If HID sources these could be re-lamped with LEDs as described previously for other HID fixtures. If the entire fixture is replaced then full cutoff very low lumen 2700K color temperature wal paks would be appropriate.

The shelter has two jelly jar type fixtures that are under the roof peak. These should be replaced with medium base LED lamps of 2700K rated for fully enclosed fixtures.

Site 10 Pier Park State Hwy 80

This site has two pole mounted flat lens LED fixtures. The fixtures need to be reset to level the bottom lens and reduce glare. One of the lights is currently lighting the rock face instead of being focused on the parking area. These may also be candidate fixtures to turn off or dim during the middle of the night to reduce energy use and night sky impact. If so, there are controls available that directly plug in to standard utility photocell receptacles that make the control addition very cost effective.

Site 11 Pine Valley Healthcare

This site is practically new and needs nothing in the short term. The lumen levels and lighting design are very well done with only the ground mounted flag floodlight being a problem. If budget allowed a top mounted flag light can fix this issue. The site operation and maintenance manuals show that all of the LED lights are a 4000K color temperature except the flag light which is 5000K. This was frankly a big surprise because when onsite the parking lot lights and the wal paks appeared to be 3000K maximum and perhaps even 2700K. I have no explanation for this perception.

Site 12 Wayside next to boat landing No lights.

Site 13 Rifle Range Cooper Hill Road Not yet inventoried.

Site 14 Viola Park State Hwy 56 Not yet inventoried.

Glossary

Footcandle

A unit of measurement for the amount of light seen at a surface. A footcandle equals one lumen per square foot. This is a British measurement. Using the metric system, a lumen is measured by a square meter or a lux. Thus a foot-candle is equivalent to approximately 10 lux.

HID

High Intensity Discharge. Any of a family of gas-discharge arc lamps which create light by sending an electrical discharge between two electrodes and through a plasma, or ionized gas. An additional gas is generally used, and this gas serves as an easy way to classify the major types of HID lamps: Mercury, sodium, and metal halide. The most common left in use today are high pressure sodium and metal halide.

Κ

The abbreviation for degree Kelvin. For the purpose of lighting the color spectrum produced by a light source is often described as it's color temperature. It is measured in degrees Kelvin (K) on a scale from 1,000 to 10,000. The color temperature is assigned using the basis of correlated color temperature (CCT). For example, if you heat up a metal object, the object appears to glow. Depending on the Kelvin temperature that the metal object is being heated at, the glow will be various colors, such as orange, yellow or blue. The color temperature of light bulbs is meant to replicate the Kelvin temperature of the metal object. That's why light sources with more blue have a higher color temperature rating. It can be very confusing because the industry standard has long been to refer to lighting that has a more red or yellow spectrum as "Warm" and those with more a blue spectrum as "cool". But in terms of Kelvin rating the "cooler" blue light is a higher color temperature.

LED

Light Emitting Diode. A semiconductor device that emits light when current flows through it. White light is obtained by a phosphor coating that produces yellow light through fluorescence. The combination of that yellow with remaining blue light appears white to the eye. Using different phosphors produces green and red light through fluorescence. The resulting mixture of red, green and blue is perceived as white light, with improved color rendering.

Lumen

A measure of light output. The unit of luminous flux, a measure of the total quantity of visible light emitted by a source per unit of time

Wal Pak

A wall mounted light fixture without an arm mount and not considered decorative. Fixtures that are also considered decorative are often referred to as sconces.

Appendix A – Location Map and Site Aerial Photos

(21)



Fixture			Number of					
ID	Area	Building	Fixtures	Lamps per Fixtur	Fixture Type	Lamp Type	Picture Context	Picture Closeup
								6
1	Akey School	No Operable Lights	1	0	Gas Station Style	None		
2	Ash Creek Forest	No Lights	0					
							AT.	φ
3	Campus	Parking Lot	16	1	Pole Mount	LED		
4	Campus	Science Hall	1	1	Can Light	Unknown		
5	Campus	Science Hall	1	1	wal pak	LED		
6	Campus	Science Hall	6	1	wal pak	LED		
7	Campus	Melvill Hall	8	1	wal pak	LED		
8	Campus	Melvill Hall	9	1	Soffit Surface			
9	Campus	Melvill Hall	2		Pole Mount Cylinders	Unknown		NT
10	Campus	Classroom Building	4	1	wal pak	LED		
11	Campus	Classroom Building	4	1	Soffit Surface	LED		
12	Campus	Classroom Building	1	1	Pole			
13	Campus	Gym	1		wal pak			
14	Campus	Gym	4		Wal Pak	LED		
	Comput	Gum			Wall Mounted			
15	Campus	Gym	1		Area Light			
16	Campus	Gym	2		Pole Mount Cylinders			
17	Campus	Gym	1		Bollard			
		Walker Student					ALL THE	
18	Campus	Center	8		Wal Pak		and a	

Fixture ID	Area	Building	Number of Fixtures	Lamps per Fixtur	Fixture Type	Lamp Type	Picture Context	Picture Closeup
		Walker Student						
19	Campus	Center	5		Surface Soffit			
20	Campus	Walker Student Center	2		Pole Mounted Cylinder			
		Walker					l de la	
21	Campus	Student Center	1		Bollard			
22	Campus	Library	3		Wal Pak			
23	Campus	Library	5		Surface Soffit			
24	Campus	Library	2		Pole Mounted Cylinder			
	Campus	Basketball and Tennis Court	16	1	Pole Mounted Floods		-	
	Campus	East Hall	3		Wal Pak			EAST HALL
20	Campus		5					
27	Campus	East Hall	2		Wall Mount Jelly Jar			
28	Campus	East Hall	4		Pole Mount Cylinders			
29	Courthouse	Parking Lot and Drive	8	1	Goose Neck Poles	LED		
30	Courthouse	Courthouse	8		Surface Cylinder	BR Lamps		6
31	Courthouse	Courthouse	1		Chain Hung Carriage Light		à	J.
	Courthouse	Courthouse	2		Wall Cone Floods			
22	Courthouse	Courthouse	1		Surface Soffit			
33	Courthouse	Courthouse	1		Surface Soffit			
34	Courthouse	Courthouse	2		Wall Step Lights			
35	Courthouse	Courthouse	1		Flood on Flag 1			
36	Courthouse	Courthouse	1		Flood on Flag 2			Ĩ

Fixture			Number of					
ID	Area	Building	Fixtures	Lamps per Fixtur	Fixture Type	Lamp Type	Picture Context	Picture Closeup
							•	
37	ннѕ	Parking Lot	1		Tall Shoebox			
38	ННЅ	Parking Lot	2		Short Shoebox (County?)			
39	HHS	HHS	8		wal pak 1			
							-	
40	ннѕ	ннѕ	3		wal pak 2			
41	ннѕ	ннѕ	1		Recessed Soffit			
10								
42	Ambulance	Ambulance	3		Recessed Soffit			
							1	
43	Ambulance	Parking Lot	1		Parking		»[-	
44	Ambulance	Ambulance	1		wal pak 1			
45	A	A			und male 2			
45	Ambulance	Ambulance	1		wal pak 2			
46	Ambulance	Ambulance	3		Wall Sconce			
					Wall Mount EM		e	
47	Ambulance	Ambulance	1		Egress			
		Streetlights			Pole Mounted -			
/8	Fairgrounds	along main drive areas	12		flat lens cutoff	LED	State of the State	
40		Streetlights in			type Pole Mounted -			
		overflow			unshielded yard			
49	Fairgrounds	parking	10		light type	HID		
					Pole Mounted - unshielded yard			K A
50	Fairgrounds	Show Ring	7	1	light type	нір		
								1
51	Fairgrounds	Show Ring	2		Pole Mounted Floods			
				1				
					Pole Mounted			
52	Fairgrounds	Track	30	1	Floods		Anne	
53	Fairgrounds	Building 1	1	1	Yard Light	нір		
								O
51	Fairgrounds	Building 2	15	1	Wall Sconce	Varies		
54			12	T		Val 163]

Fixture			Number of					
ID	Area	Building	Fixtures	Lamps per Fixtur	Fixture Type	Lamp Type	Picture Context Picture Cl	oseup
					Wall Mounted		ATT K	
55	Fairgrounds	Building 3	1	1	Yard Light			
								-
56	Fairgrounds	Building 4	3	1	wal pak			19.9
57	Fairgrounds	Building 4	1	1	Yard Light			
					Wall Mount flat			
58	Fairgrounds	Building 5	1	1	lens	LED		
					Wall Mount flat		ursuck take	
59	Fairgrounds	Building 5	1	1	lens Flood angled		Linstock Bies	1
60	Fairgrounds	Building 6	None					
61	Fairgrounds	Building 7	None					
					Wall Mounted			R
62	Fairgrounds	Building 8	1		Yard Light			/1
			Not					
63	Fairgrounds	Building 9	Document ed					
					Wall Mounted			
64	Fairgrounds	Building 10	1	1	Yard Light			1
					Fluencest	F lux and a second		
65	Fairgrounds	Building 11	4	2	Fluorescent Strips - no lens	Fluorescent 96W T12		
66	Fairgrounds	Building 12	None					
					\ \ /oll := -:!-!			
67	Fairgrounds	Building 13	8	1	Wall porcelain lamp holder	empty		
		<u> </u>						
								2
68	Fairgrounds	Building 14	1	1	Yard Light			
		Building 15 -						
69	Fairgrounds	Not documented						
					Wall Mount			
70	Fairgrounds	Building 16	1	1	Flood			
71	Fairgrounds	Building 17	None					
							The succession	
					Flat Floods at			
72	Fairgrounds	Grandstand	4	1	angle	LED		

Fixture			Number of					
D	Area	Building	Fixtures	Lamps per Fixtur	Fixture Type	Lamp Type	Picture Context	Picture Closeup
	Highway	Not Yet						
73	Shop	Iniventoried						
	Highway 14							
74	Wayside	Restrooms	2	1	Surface Ceiling			
	Highway 14							
75	Wayside	Shelter	2	1	Jelly Jar	CFL		
	Highway 14							Case P
76	Wayside	Parking Lot	2	1	Pole Mounted	LED		
							al.	
	Pier Park							
77	Highway 80	Parking	2	1	Pole Mounted	LED		
78	Pine Valley	Parking Lot	8		Pole Mounted	LED		1 1 9
								Y
							asses 1	6
79	Pine Valley	Sidewalk	9	1	Bollard	LED		
		Building						
80	Pine Valley	Canopy	4	1	Can Lights	LED		
_		Building						
81	Pine Valley	Canopy	2		Wall Sconce			
								the second se
					Ground			
82	Pine Valley	Flag	1		Mounted Flood			
0.2	Ding Valley	Building Small			Surface			
83	Pine Valley	Canopy	1		Mounted	LED	Warman	
QЛ	Pine Valley	Building	3	1	wal pak	LED		
04			3	⊥	νναι μακ			
QE	Wayside by boat landing	None?						
65								
		Not Vot						
8 3	Rifle Range	Not Yet Iniventoried						

		Not Yet				
84	Viola Park	Iniventoried				
		Total # of				
		Fixtures	302			

Land Conservation Budget Summary

Fund 10 General

2023	2024	Difference
\$162,213.45	\$144,774.19	-\$13679.26

Changes

5% plus 1 step	
Decrease secretarial to 20 hours (splitting with Zoning)	-\$172172.26
Dues increase	\$93.00
State Aid decrease	\$3400

Fund 64 Mill Creek

Tax levy increase in 2024 to pay for required inspection \$2174

Fund 66 Cost-Sharing

No tax levy

Fund 72 Conservation Planner/Technician

2023	2024	Difference
123070.16	145626.61	\$22556.45

Changes

5% plus 1 Step Technician taking single insurance No change in state aid There is some carryover in the account. We did not have a technician from April 1-September 12, 2022. Working with Derek on figuring out carryover amount verses total from tax levy put in for 2023. AS of June 30, 2023, they show \$75435.84 in account. Need to sort it out.

Fund 78- Nursery stock No tax levy

Fund 79- ash Creek

No tax levy. Need to look into a timber sale in near future

Fund 80- Wildlife Damage

No tax levy