



Richland County

Land & Zoning Standing Committee

September 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, October 2, 2023 in the County Board Room, 181 W. Seminary Street.

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

Agenda:

1. Call to order
2. Proof of notification
3. Agenda approval
4. Approval of August 28, 2023 and September 19, 2023 minutes
5. *Zoning petitions
 - a. Butteris petition
 - b. Klitzke, Meyer & Demars petition
 - c. Jones petition
 - d. Kempf petition
 - e. Blakeley petition
 - f. Walsh petition
 - g. Turnipseed petition
6. ***Wildlife Damage 2024 Budget**
7. GIS Contract Award
8. Unified Dwelling Code Inspector contract renewal 2024-2025
9. Office System tech position discussion and possible action
10. Land Conservation/Zoning departments reorganization discussion and possible action
11. *Cost-share contracts
 - a. Gary Olson
12. *Manure Storage Ordinance review and possible action
13. *Lake Monitoring and Protection Network Grant
14. Ash Creek Community Forest Timber Sale
15. **Approval of Creating Square account for online tree sales**
16. Zoning Office Report
17. Public Comment
18. Future agenda items
19. Adjournment

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

Amended Agenda Items are in Bold

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, Derek Kalish County Clerk, Candace Pesch County Administrator, Greg Cerven, Michael Windle

**Richland County
Land & Zoning Standing Committee
Meeting Minutes
August 28, 2023**

The August 28, 2023, Land & Zoning Standing Committee meeting was called to order 3:03 p.m. by Chair Melissa Luck in the County Board Room of the Richland County Courthouse. Present were Melissa Luck, Linda Gentes, Julie Fleming and Dave Turk via Webex. Also present were LaVern and Jennifer Ortiz, Gerry and Donna Sims, Floyd Bartow via Webex, Candace Pesch, Cheryl Dull, Julie Lins, Sue Triggs, Barb Scott and Cathy Cooper.

Julie Fleming moved to approve the amended agenda and proof of notification. Seconded by Dave Turk. All said aye. Motion carried.

Chair Melissa Luck asked for any corrections or amendments to the August 7, 2023 minutes. Motion made by Linda Gentes to approve the minutes. Seconded by Julie Fleming. All said aye. Motion carried.

#5 Zoning Petitions-

- a. Ortiz petition- LaVern and Jennifer Ortiz were present. They are looking at splitting the parcel with the current residence in its own parcel from the rest of the property in Orion Township. The new parcels would be rezoned from Ag/Forestry to Ag/Residential. They are looking at making their existing house into a short-term rental and building a shed/house for themselves on the rest of the land. Besides the rezoning, they need a conditional use permit for the short-term rental. Neighboring landowners Gerry and Donna Sims asked the Ortiz family if they would be using the existing driveway for both or would have a second driveway installed. The existing driveway would serve both. Julie Fleming moved to approve the rezoning of both parcels from Ag/Forestry to Ag/Residential and the conditional use permit for the short-term rental. Seconded by Dave Turk. All said aye. Motion carried

#6 GIS contract Award- There were 3 bids presented last month. Barb Scott and Candace Pesch reviewed the bids. It was difficult to review because of the way each company put together the bid. They were to bid on tasks 1 through 7 plus with 8 as an optional task. Barb Scott stated that Surveying and Mapping LLC (SAM) is slightly less expensive than MSA but that if SAM needs to travel for some reason to Richland County, they would be getting paid for the Missouri whereas MSA would be traveling from Baraboo. Dave Turk moved to award the GIS contract to MSA because the county has been satisfied with their previous work and travel expenses would be less. Seconded by Julie Fleming. All said aye. Motion carried. MSA will need to develop a contract to present to the county.

#7 Discussion and possible action to contract with a plumber to do septic inspections- The Zoning office is short-staffed at this time. Cheryl Dull said she can go out in the field and do inspections, but then there is no one in the office to take rezoning requests, conditional use permit, building permits and sanitary permits. These permits bring in a majority of the revenue for the department. She has talked with a retired plumber who still has his soil testers license to complete the septic inspections. Fees were discussed and looking at a fee of \$130 per inspection. Zoning currently charges \$550 per septic inspection. Candace Pesch will have discussion with Mr. Windle about a contract for such services. Linda Gentes moved to approve contracting out with a licensed plumber to complete the septic inspections. Seconded by Julie Fleming. All said aye. Motion carried. The contract will be brought back to the October meeting for approval.

#8 Office System Technician- Candace will have information for the October meeting as well as a possible reorganization of the Land Conservation and Zoning departments. This needs to be addressed soon as Tammy Cannoy-Bender is retiring by the end of 2023.

#9- Cost-share Contracts-None to present

#10 7th Committee member- Section 92.06 (1) (b) 2 of the statutes which relates to the membership in county land conservation committee has been amended to read: "The county board shall appoint to the land conservation committee a person who is engaged in an agricultural use, as defined under s. 91.01 (2) (a) 1. To 7. The part about the chair of the Farm Service Agency committee

#11 Manure Storage Ordinance- Cathy Cooper is currently working on a revision of the ordinance. It was last updated in 2008. Some items she is looking at is lowering or eliminating the minimum size that requires a permit, updating the required performance standards, changing the certificate of use requirements and possible revocation of the certificate and changes to the fees which will go into the proposed county fee structure. Probably will be ready for Mr. Windle's review later this year.

#12 Public Comment- None

#13 Future agenda items-

October meeting: manure storage ordinance, office tech position, reorganization of the departments, GIS contract, county tree sale, Ash Creek community forest, contract for septic inspections

November meeting: Dark Skies report and brochure, short-term rentals

December meeting: Review of Land and Water Resource Management plan and prioritizing goals

Julie Fleming moved to adjourn until October 2, 2023 at 3:00 p.m. Seconded made by Linda Gentes. All said aye. Motion carried. Meeting adjourned at 3:58 p.m.

Respectfully submitted,

Cathy Cooper

Cathy Cooper
Secretary pro temp
Land & Zoning Secretary

**Richland County
Land & Zoning Standing Committee
Special Meeting Minutes
September 19, 2023**

The September 19 2023, Land & Zoning Standing Committee special meeting was called to order 6:45 p.m. by Chair Melissa Luck in the Phoenix Center. Present were Melissa Luck, Linda Gentes, Julie Fleming, Steve Carrow and Dave Turk. Also present were Candace Pesch and Cheryl Dull.

Steve Carrow moved to approve the agenda and proof of notification. Seconded by Dave Turk. All said aye. Motion carried.

Candace Pesch and Cheryl Dull presented the Septic Inspection Contract with Mr. Jeffrey Bauer. The contract reads that Mr. Bauer will be paid \$130 per job for completion of each septic inspection installations. A few changes were made. Under Section VII. Liability Insurance, is to read not to have a minimum required. Mr. Bauer needs to know that he needs liability insurance.

Under Section VII. Termination, the agreement shall be terminated December 2024.

Under Section VIII Option to Terminate, was changed to read 30 days written notice.

Candace Pesch will the County employee to sign as the Client.

Linda Gentes moved to approve the contract as amended. Julie Fleming seconded. All said aye. Motion carried.

Julie Fleming moved to adjourn. Seconded made by Steve Carrow. All said aye. Motion carried. Meeting adjourned at 6:50 p.m.

Respectfully submitted,

Cheryl Dull

Cheryl Dull
Secretary pro temp
Land & Zoning Secretary

Customer # 2516

Petition # RZ2023-023

COUNTY OF RICHLAND ZONING COMMITTEE
NOTICE OF PETITION

Original Owner:

(I) (We) First Name(s) Dennis & Amy Last Name Butteris Phone (608) 647-4870 Owner

Address 29217 County Hwy B City Lone Rock State WI Zip 53556

First Name(s) Last Name Phone

Address City State WI Zip

hereby petition the Richland County Zoning Committee for a:

☐ Rezone from Rezone to☒ CUP to permit 2nd Accessory Building and exceed the 70% of the floor space of Principle residence.☐ SUP to permit☐ Other

Authorized by Section(s) 1. 6. b. of the Richland County Zoning Ordinance.

Present description of the property involved in this petition is as follows: Parcel # 52006 0535-1320

Qtr SW Qtr SW Section 5 Town 9N Range 2E Township BVS9 # of acres 0.60

Lot 2 Block 13 Subdivision Sextonville # of Acres Approved 0.00

Present Use Residence and Accessory Building

Present Improvements Residence and Accessory Building

Proposed Use Add a 2nd accessory structure

Legal Description

Petition Filed 7/31/2022 Petitioner Notified Rezone Decision Ordinance #

Category CUP Town Notified CUP Decision CB Date

Fee Amount \$500.00 ☒ Township Approval CUP Expires CB Decision

Meeting Date Oct 2nd Decision Date 9-19-23 SUP Decision Amendment #

Comments

Dd

County Clerk Approval

(Signed) Appellant(s) or Agent(s) Dennis Butteris

Name	Address	City	State	Zip
DENNIS W & AMY L BUTTERIS	29217 COUNTY HWY B	LONE ROCK	WI	53556
HERDOR PARK LLC	3200 W CREEDY RD	BELOIT	WI	53511
MICHAEL J & DONNA M GETHINGS	29275 COUNTY HWY B	LONE ROCK	WI	53556
BRADY CRARY	29249 COUNTY HWY B	LONE ROCK	WI	53556
EVA A SHILLING	29276 COUNTY HWY B	LONE ROCK	WI	53556
PAUL W & MARSHA A CHAFER	W7796 MEADOW WAY	HOLMEN	WI	54636
STEVEN, TODD COCKROFT & SHAWN	28979 CAROLINE ST	LONE ROCK	WI	53556
BEVERLY J VLASAK	28899 COUNTY HWY B	LONE ROCK	WI	53556
JASON L EDWARDS	29774 WHISPERING PINES RD	LONE ROCK	WI	53556
NICHOLAS J & SAMANTHA J HILBY	28986 CAROLINE ST	LONE ROCK	WI	53556
MONTY L BERGER	28991 CAROLINE ST	LONE ROCK	WI	53556
Julie Fleming	28824 Mickle St	Gotham	WI	53540
Van Nelson				

Supervisory District 19

Cheryl Dull

From: bvclerk buenavista <buenavistabvclerk@gmail.com>
Sent: Tuesday, September 19, 2023 10:36 AM
To: Cheryl Dull
Subject: Buena Vista

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Cheryl, The town board approved the re-zone request for Paul & Barb Denman with advise from Judd Realty

the town board also approved variance for Dennis Butteris

Van Nelson
Clerk
Town of Buena Vista

COMMERCIAL

COMMERCIAL

HERDOR PARK LLC
-00605332000
-9.742641

CUP

EVA A SHILLING
-00605346000
-4.991905

- ROW -
10.575363

STEVEN TODD COCKROFT &
SHAWN C ON 306-779 ONLY
-00605351340 -0.629252

COMMERCIAL

DENNIS W & AMY
L BUTTERIS -
00605351320 -0.605066

COMMERCIAL

SE-SW

BRADY CRARY -
00605345100
-2.109638

SW-SW

PAUL W & MARSHA
A CHAFER -
00605351310 -0.589973

R-1

PAUL W & MARSHA
A CHAFER -
00605351330 -0.567045

R-1

MONTY L BERGER
-00605352600
-1.596905

Customer # 10195

Petition # RZ2023-024

COUNTY OF RICHLAND ZONING COMMITTEE
NOTICE OF PETITION

Original Owner:

(I) (We) First Name(s) Kelli Klitzke; Tami Last Name Amy Demars Phone Owner

Address 28632 County Hwy BA City Richland Center State WI Zip 53581

First Name(s) Judd Reality 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☐ Other

Authorized by Section(s) of the Richland County Zoning Ordinance.

Present description of the property involved in this petition is as follows: Parcel # 52006 0634-1000

Qtr Qtr Section 6 Town 9N Range 2E Township BVS9 # of acres 35.45

Lot Block Subdivision # of Acres Approved 0.00

Present Use ag land

Present Improvements residence

Proposed Use rezone and split lots off

Legal Description to come later

Petition Filed 8/11/2023 Petitioner Notified Rezone Decision Ordinance #

Category Rezoning Town Notified CUP Decision CB Date

Fee Amount \$500.00 ☒ Township Approval CUP Expires CB Decision

Meeting Date 10/2/2023 Decision Date 9-19-23 SUP Decision Amendment #

Comments Also 0634-1300, 0631-1200 0631-1000 and 0634-6000

County Clerk Approval

(Signed) Appellant(s) or Agent(s)

X Paul Demman
Barbara A. Demman

Name	Address	City	Sta Zip
KELLI J KLITZKE, TAMI S MEYER & AMY L DEMARS	28489 COUNTY HWY BA	RICHLAND CENTER	WI 53581
DONALD W & SUZANNE K ANDERSON	28398 COUNTY HWY BA	RICHLAND CENTER	WI 53581
MICHAEL S & THERESA L MCCORMICK	28018 US HWY 14	RICHLAND CENTER	WI 53581
JAMES L & JANICE L BARNHART	28479 US HWY 14	LONE ROCK	WI 53556
COLE J & LAURA M PYFFEROEN	28916 COUNTY HWY BA	RICHLAND CENTER	WI 53581
PHILIP J & JUNE A NEE	28850 COUNTY HWY BA	RICHLAND CENTER	WI 53581
JAMES L & JANICE L BARNHART	28479 US HWY 14	LONE ROCK	WI 53556
BAR-RON FARMS LLC	28593 COUNTY HWY BA	RICHLAND CENTER	WI 53581
CITY OF RICHLAND CENTER	450 S MAIN ST	RICHLAND CENTER	WI 53581
Marc Couey	23372 Bomkamp Rd	Muscoda	WI 53573
Van Nelson			

Supervisory District 18
Buena Vista Township Clerk

Cheryl Dull

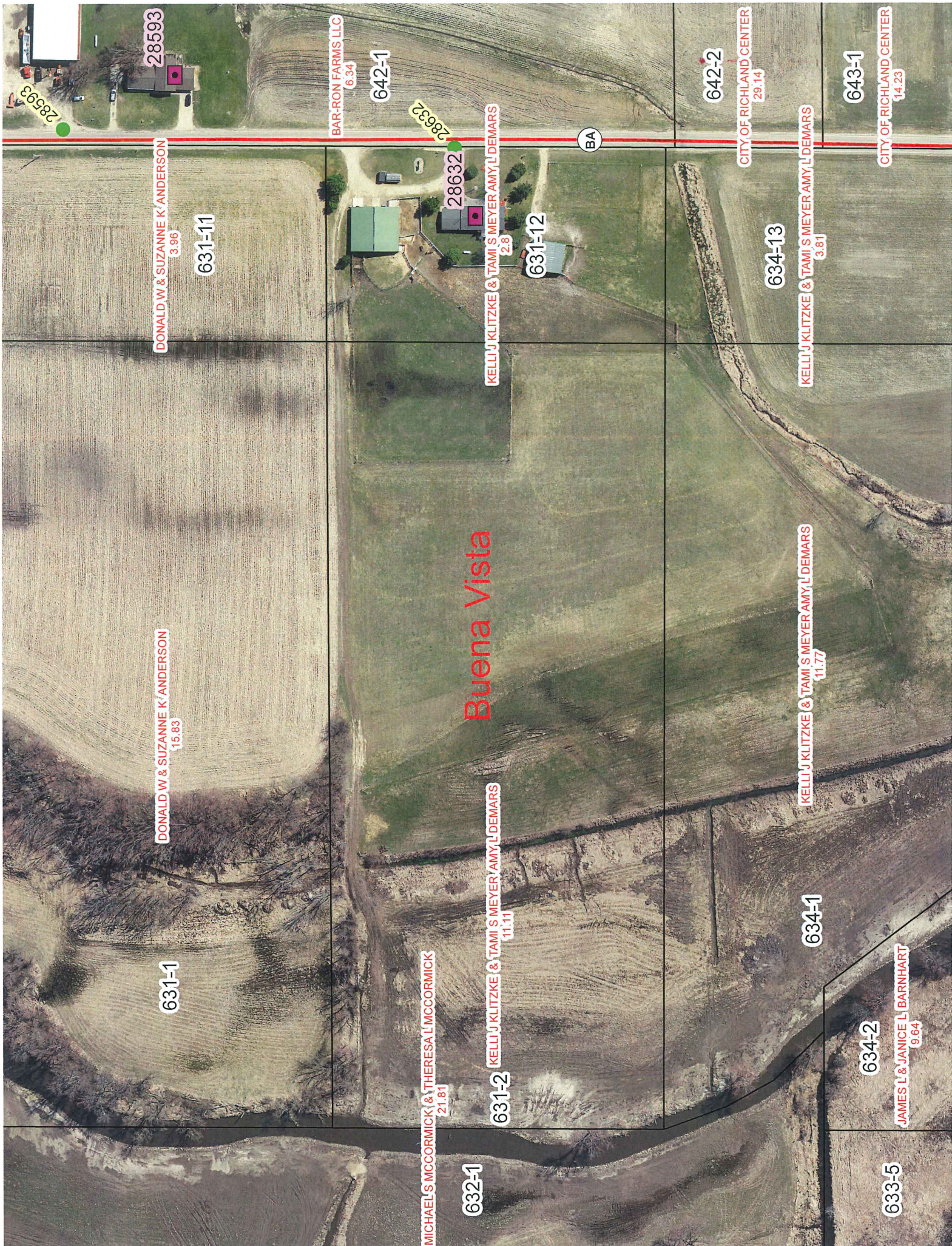
From: bvclerk buenavista <buenavistabvclerk@gmail.com>
Sent: Tuesday, September 19, 2023 10:36 AM
To: Cheryl Dull
Subject: Buena Vista

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Cheryl, The town board approved the re-zone request for Paul & Barb Denman with advise from Judd Realty

the town board also approved variance for Dennis Butteris

Van Nelson
Clerk
Town of Buena Vista



DONALD W & SUZANNE K ANDERSON
15.83

631-1

DONALD W & SUZANNE K ANDERSON
3.96

631-11

28593

BAR-RON FARMS LLC
6.34

642-1

MICHAEL S MCCORMICK & THERESA L MCCORMICK
21.81

632-1

KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS
11.11

631-2

KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS
2.8

631-12

28632

28632

642-2

CITY OF RICHLAND CENTER
29.14

KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS
11.77

634-1

634-2

JAMES L & JANICE L BARNHART
9.64

633-5

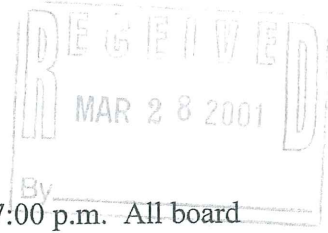
KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS
3.81

634-13

643-1

CITY OF RICHLAND CENTER
14.23

March 8, 2001



The monthly meeting of the Town of Buena Vista was called to order at 7:00 p.m. All board members were present. The agenda was approved as being legally posted.

Sue Fruit discussed the Town's receipts for the month of February 2001 with the Board.

Paul Denman was present to request that his entire parcel of 35.45 acres be rezoned to ag/forestry and treated as one parcel. After discussion and questions, a motion was made to rezone the 35.45 acres owned by Paul Denman to ag/forestry. The motion was seconded and it passed unanimously.

The proposed communication tower that will be located within the Town of Buena Vista was then discussed. Dick Rasmussen stated that they are waiting for all the proper permits to be in place. A motion was made to approve the construction of the communication tower, pending receipt of all required permits. The motion was seconded and passed unanimously.

Bill Carlson, Forrester, was present to request to go through the Town Dump Road to do logging to thin the 12-15 acres pine plantation owned by the DNR. They will be removing about half of the trees and no hardwoods would be involved in this sale. The logger will clip branches back and the DNR will replace the road back to its original condition. Bill Carlson will also be contacting Rich Muckler after the logging is completed to make sure everything is back in order. A motion was made to approve the request by the DNR. The motion was seconded. Vote: 2-1 with Parduhn opposing the motion.

Insurance bids for the Town of Buena Vista will be reviewed in January 2002.

Randy Olson stated that he has not heard back from his attorney regarding his contact for the Town of Buena Vista.

It was brought up that since the Dennis Brandt subdivision off Coffenberry has been built, the road specs have changed. The road specs approved for the said Brandt subdivision remain at what was approved at the time: four inches breaker run, four inches gravel and 3 coats of sealcoating.

All bills presented for payment were approved and paid.

Minutes prepared by

Rosemary Buchholz
Clerk, Town of Buena Vista

FOREST	BLOOM	HENRIETTA	WESTFORD
SYLVAN	MARSHALL	ROCKBRIDGE	WILLOW
ARAH	DAYTON	RICHLAND	ITHACA
RICHWOOD	EAGLE	ORION	BUENA VISTA

RICHLAND COUNTY

OFFICE OF THE ZONING ADMINISTRATOR

Courthouse

Richland Center, Wisconsin 53581

608-647-2447

Denman/Buena Vista

Zoning Administrator
& Sanitarian
Harriet Pedley

CONSIDERING REZONING?

Following is some very important information/steps you will need to complete. **Keep in mind that this is your petition and it is your responsibility to see it through.**

- A. Make an appointment with the zoning administrator.
 1. You will need to provide name and address of buyer and seller.
 2. Details of the parcel being created such as location, approximate acreage and proposed and present land use.
- B. State law requires us to publish your petition for two full weeks in the county paper (Richland Observer).
- C. Make an appointment with your town board to discuss your proposal. Please be aware that some townships require a driveway permit.
- D. The Richland County Zoning Committee normally meets the first Monday of the month.
 1. It is very important that the buyer/seller attend this meeting.
 2. The Committee's questions may include but are not limited to, soil test results, size and placement of buildings, etc.
- E. All rezoning petitions that are voted on at the committee level go to the full County Board for final approval.
- F. All conditional use permits are approved/denied at the committee level only.
- G. A legal description of all rezonings is not required before the zoning committee but will be required before the county board session.

Your filing date is before March 12, 2001

Date of your town board meeting Contact Town Board

* Zoning Committee Meeting date April 2, 2001

Turn in legal description by done

* County Board Session April 17, 2001

Larry Libranek

286050
Document Number

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Name

VOL 531 PAGE 657

THIS DEED, made between Paul R. Denman and Barbara A. Denman, husband and wife

("Grantor," whether one or more), and Kelli Jo Klitzke, Amy Lynn DeMars and Tami Sue Meyer, as individual property, as joint tenants

("Grantee," whether one or more).
Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Richland County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Please see attached description.

EXCLUSION
W- 3
EXEMPT

FEE
77.25 (8)
EXEMPT

RECORDED
AT 8:30 O'CLOCK a.M

FEB 09 2009

VOL 531 OF Records PAGE 657-658
REGISTER OF DEEDS
RICHLAND COUNTY, WISCONSIN
BY Karl D. Dornik, Deputy

Recording Area

Name and Return Address
Attorney Karl Dornik, Jr.
P. O. Box 178
Wales, WI 53183

Parcel Nos. 5200606341300 and
5200606341000

Parcel Identification Number (PIN)

This is homestead property.
(is) (~~is not~~)

To have and to hold the said real estate together with appurtenances thereto unto the said grantees, the said grantors reserving unto themselves a life estate in said real estate for the duration of their lives. The said grantors hereby agree to pay all real estate taxes and assessments on the above described lands and premises until their death. The grantors may not assign or sell their interest without the permission of the grantees. This transfer is exempt pursuant to Section 77.25(8), Wis. Stats..

Dated January 21, 2009.

Paul R. Denman (SEAL) Barbara A. Denman (SEAL)
* Paul R. Denman * Barbara A. Denman

____ (SEAL) ____ (SEAL)
* _____ *

AUTHENTICATION

Signature(s) of Paul R. Denman and Barbara A. Denman

authenticated on January 21, 2009

Karl Dornik, Jr.
* Karl Dornik, Jr.

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, State Bar No. 1014812
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Attorney Karl Dornik, Jr.
Wales, WI 53183 State Bar No. 1014812

ACKNOWLEDGMENT

STATE OF _____)
_____) ss.
_____) COUNTY)

Personally came before me on _____,
the above-named _____

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

* _____
Notary Public, State of _____
My commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

*Type name below signatures.

INFO-PRO™ Legal Forms • (800)655-2021 • infoproforms.com

235928

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 1 - 1982
WARRANTY DEED

VOL 312 PAGE 249

This Deed, made between Ronnie L. Clary and Barbara A. Clary_____, Grantor,
and Paul R. Denman and Barbara A. Denman, husband and wife, as survivorship marital property,_____, Grantee,
Witnesseth, That the said Grantor, for a valuable considerationconveys to Grantee the following described real estate in Richland
County, State of Wisconsin:

See attached legal description

This is not ~~is~~ (is not) homestead property.Together with all and singular the hereditaments and appurtenances thereunto belonging;
And Grantorswarrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except
easements and encumbrances of record

and will warrant and defend the same.

Dated this 2nd day of September, 1999

_____, (SEAL)

* _____ (SEAL)

* _____

Ronnie L. Clary (SEAL)* Ronnie L. ClaryBarbara A. Clary (SEAL)* Barbara A. Clary

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 19____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by 8706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney Benjamin Southwick
Richland Center, WI 53581(Signatures may be authenticated or acknowledged. Both are not
necessary.)

RECORDED

AT 8:30 O'CLOCK A.M

SEP 07 1999

VOL 312 OF Records PAGE 249-250

REGISTER OF DEEDS

RICHLAND COUNTY, WISCONSIN

BY Wanda G. Grogan

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Westby Co-op Credit Union
2403 U.S. Highway 14 East
Richland Center, WI 53581

52006 0634.1000

52006 0631.2000

PARCEL IDENTIFICATION NUMBER

TRANSFER

\$ 1216.00

FEE

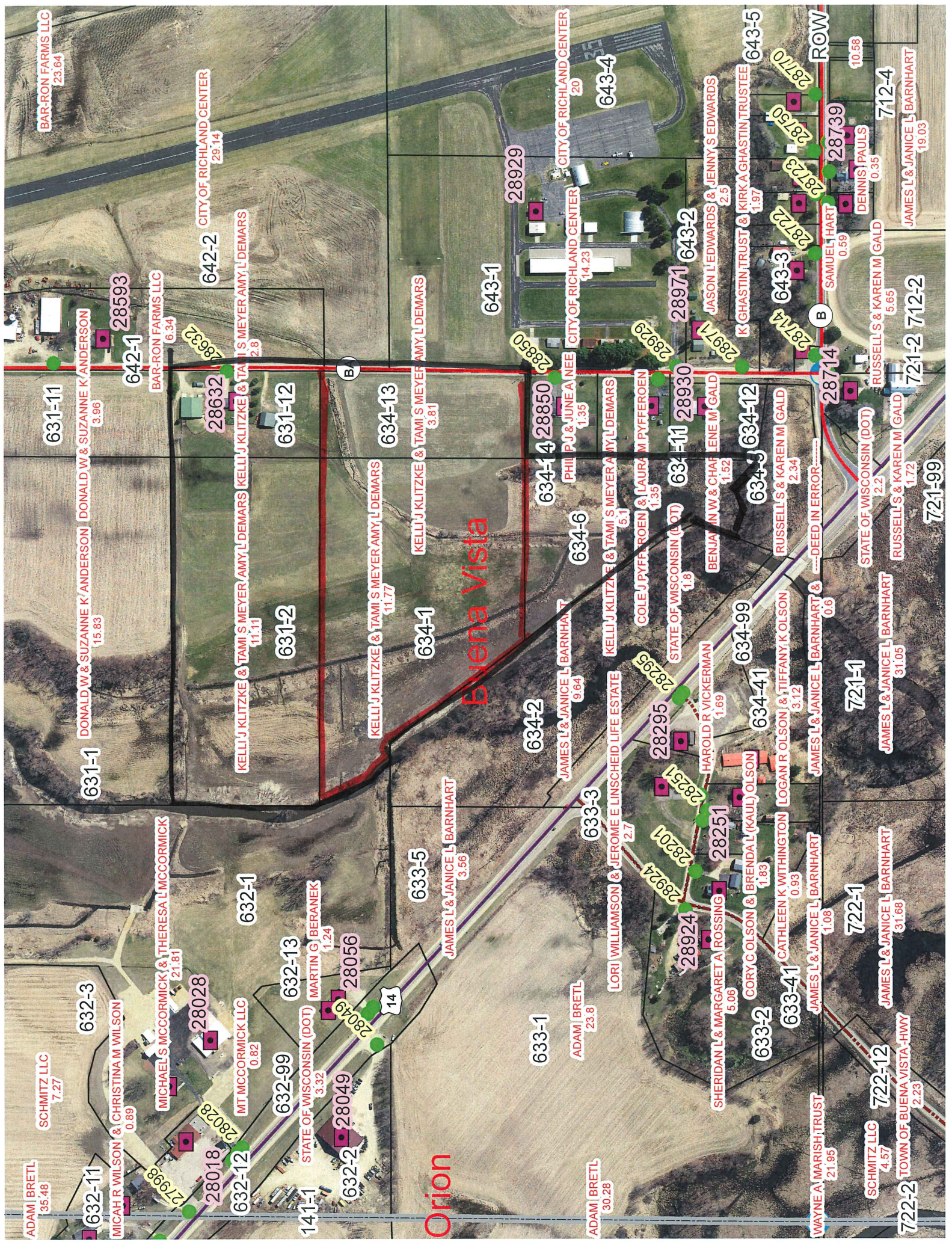
ACKNOWLEDGMENT

State of Wisconsin,

Richland County, } ss.Personally came before me this 2nd day of
September, 1999, the above named
Ronnie L. Clary and Barbara A. Claryto me known to be the person S who executed the foregoing
instrument and acknowledge the same* JO ELLEN ROTTNotary Public, Richland County, Wis.

My commission is permanent. (If not, state expiration date:

DECEMBER 19, 1999)



BAR-RON FARMS LLC
23.64

631-11

631-1 DONALD W & SUZANNE K ANDERSON 15.93
3.96

632-11 MICAH R WILSON & CHRISTINA M WILSON 0.89

28018 MICHAEL S MCCORMICK & THERESA L MCCORMICK 21.81

28028 MT MCCORMICK LLC 0.82

632-12 STATE OF WISCONSIN (DOT) 3.32

632-13 MARTIN G BERANEK 1.24

28049 28056

632-2 28049

633-5 JAMES L & JANICE L BARNHART 3.56

633-1 ADAM BRETL 23.8

633-3 LORI WILLIAMSON & JEROME E LINSCHIED LIFE ESTATE 2.7

633-1 ADAM BRETL 30.28

633-2 SHERIDAN L & MARGARETA A ROSSING 5.06

633-2 CORY C OLSON & BRENDA L (KAUL) OLSON 1.83

633-2 CATHLEEN K WITHINGTON 0.93

633-41 JAMES L & JANICE L BARNHART 1.08

722-1 JAMES L & JANICE L BARNHART 31.68

722-2 SCHMITZ LLC 4.57

722-2 TOWN OF BUENA VISTA -HWY 2.23

WAYNE A MARISH TRUST 21.95

722-1 JAMES L & JANICE L BARNHART 31.05

721-1 JAMES L & JANICE L BARNHART 31.05

721-1 JAMES L & JANICE L BARNHART 31.05

642-1 BAR-RON FARMS LLC 6.34

28632

642-2 CITY OF RICHLAND CENTER 29.14

631-12 KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS 11.11

631-12 KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS 11.11

634-1 KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS 11.77

634-1 KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS 11.77

634-1 KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS 11.77

634-1 KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS 11.77

634-1 KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS 11.77

634-1 KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS 11.77

634-1 KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS 11.77

634-1 KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS 11.77

634-1 KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS 11.77

634-1 KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS 11.77

634-1 KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS 11.77

634-1 KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS 11.77

634-1 KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS 11.77

634-1 KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS 11.77

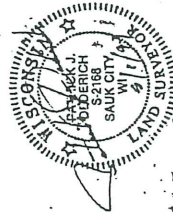
634-1 KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS 11.77

634-1 KELLI J KLITZKE & TAMI S MEYER AMY L DEMARS 11.77

DECLASSIFIED BASED ON:
THE EAST LINE OF
THE SV 16 OF SEC. 8
ASSIGNED TO BOM

3/4" X 24" REBAR SET
1.5 LBS./LIN. FT.

SCALE 1" = 300'



JEWELL
ENGINEERS-SURVEYORS-ARCHITECTS
133 North Central Avenue • Richmond Center Mt. 53581

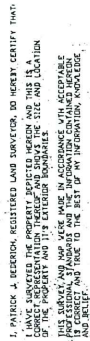


PATRICK J. DEBORCH, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DEPICTED HEREIN AND THIS IS A TRUE AND CORRECT REPRESENTATION OF THE SIZE AND LOCATION OF THE PROPERTY AND ITS EXTERIOR BOUNDARIES.

THIS SURVEY AND MAP WERE MADE IN ACCORDANCE WITH ACCEPTABLE SURVEYING PRACTICES AND THE DATA OBTAINED WERE FOUND TO BE CORRECT AND TRUE TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

FOR RON AND BARBARA CLARY

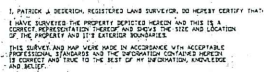
LOCATED IN PART OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, AND IN THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, ALL IN SECTION 6, TOWNSHIP 3 NORTH, RANGE 3 EAST, TOWN OF BUENA VISTA, RICHLAND COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH ONE-HALF CORNER OF SAID SECTION 6, THENCE N 00°30'41" E ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER 680.01 FEET TO THE POINT OF BEGINNING OF THE PARCEL, HEREINAFTER DESCRIBED



JEWELL
&
ASSOC., INC.
ENGINEERS—SURVEYORS—ARCHITECTS
133 North Central Avenue, Richmond Center, W. 53581

FOR RON AND BARBARA CLARY

JUN 7 1939



LEGEND

- SCALE 1" = 300'



JEWELL & ASSOC., INC.
ENGINEERS—SURVEYORS—ARCHITECTS
133 North Central Avenue, Richmond Center, N. 53581

DOCUMENT NO.
194588

WARRANTY DEED
STATE BAR OF WISCONSIN FORM 2 — 1982

THIS SPACE RESERVED FOR RECORDING DATA

VOL 202 PAGE 672

RECORDED

AT 11:00 O'CLOCK A. M.

NOV 09 1988

VOL 202 OF Records PAGE 672-675

BY STILLER, REGISTER OF DEEDS

Richland County, Wisconsin

BY Deputy

RETURN TO grantee
Rt. 2, Box 302
R.C.

Jasper Peckham and Ruth Peckham, individually
and as husband and wife,

conveys and warrants to Ronnie L. Clary and Barbara A.
Clary, husband and wife, as survivorship
marital property,

for a valuable consideration
the following described real estate in Richland County,
State of Wisconsin:

Tax Parcel No:

See schedule attached

TRANSFER
\$ 70.00
EEH/

This Deed is executed and delivered in fulfillment of the terms of a
certain Land Contract dated March 18, 1974 and recorded March 19,
1974 in Volume 134 of Deeds on Page 563-570 in the Richland County
Register of Deeds Office.

This is not homestead property.
(is) (is not)

Exception to warranties:

Recorded Easements, Restrictions, and Zoning Ordinances.

Dated this 9th day of November, 1988.

..... (SEAL)

Jasper Peckham (SEAL)

.....

Jasper Peckham

..... (SEAL)

Ruth Peckham (SEAL)

*

* Ruth Peckham

AUTHENTICATION

Signature(s)

authenticated this day of, 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not
authorized by § 706.1-6, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

F. Paul Fowell, Attorney at Law,

Richland Center, Wisconsin 53581

(Signatures may be authenticated or acknowledged. Both
are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

Richland County.

ss.

Personally came before me this 9th day of
November, 1988, the above named
Jasper Peckham and Ruth
Peckham,

to me known to be the person(s) who executed the
foregoing instrument and acknowledge the same.

F. Paul Fowell

* F. Paul Fowell

Notary Public Richland County, Wis.
My Commission is permanent ~~XXXXXX~~

date ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

*Names of persons signing in any capacity should be typed or printed below their signatures.

See: Term. of St. Tenancy Vol 1561 Pg 559-574
See: Term. Deed Propriet. Vol 444 Pgs. 273-288.

Boundary of Lot Five (5) in Block eighteen (18), thence West along the North boundary of Lot 5 Block 18; Thence South along the West end of Lots 5 and 9 of Block 18 and continuing on Thirty-three (33) feet to center of Oak Street; Thence due West to the point of commencement; ALSO EXCEPTING THEREFROM a tract of land containing 0.35 acres in the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Six (6), Town Nine (9) North, Range Two (2) East, Richland County, Wisconsin, described as beginning at a point in the Centerline of Richland County Trunk Highway "A", which is the Southeast Corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6, Town 9 North, Range 2 East, Richland County, Wisconsin; Thence South 00°-11'-00" West, 106.60 feet along the South line of the NE $\frac{1}{4}$ of said 31 $\frac{1}{2}$; Thence North 00°-53'-00" West, 187.00 feet; Thence North 00°-53'-00" East, 187.00 feet to a point on the East line of said Section 6 and the Centerline of Richland County Trunk Highway "A"; Thence South 00°-53'-00" East, 187.00 feet along said East line and said Centerline to the point of beginning; ALSO EXCEPTING THEREFROM a tract of land containing 0.78 acres in the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Six (6), Township Nine (9) North, Range Two (2) East, Richland County, Wisconsin, described as commencing at the Southeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Six (6), Township Nine (9) North, Range Two (2) East, Richland County, Wisconsin; thence North 0 degrees 53 minutes 00 seconds West, 187.00 feet along the East line of said Section Six (6) to the point of beginning; Thence North 0 degrees 53 minutes 00 seconds West, 168.55 feet along said East line; Thence North 86 degrees 42 minutes 00 seconds West, 192.58 feet; Thence South 0 degrees 32 minutes 59 seconds West, 191.22 feet; Thence North 89 degrees 32 minutes 00 seconds East, 106.60 feet to the point of beginning; ALSO EXCEPTING THEREFROM the South 2 rods of the North 4 rods and 15 links of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Six (6), Township 9 North, Range 2 East, Richland County, Wisconsin, which lies East of the Centerline of County Trunk Highway "A".

EXCEPTING five (5) acres more or less on the West end of a parcel lying Northeast of a road on the Northwest end of said property.

ALSO EXCEPTING commencing at the Northwest Corner of the Southwest Quarter of the Northeast Quarter of Section 6, Township 9 North, Range 2 East, Richland County, Wisconsin; thence South 1657.25 feet to a point in the centerline of Richland County Highway "B" and the point of beginning; thence South 208.71 feet along said centerline; thence East 208.71 feet; thence North 208.71 feet; thence West 208.71 feet to the point of beginning.

The above described parcel of land being located in the Northwest Quarter of the Southeast Quarter of Section 6, Township 9 North, Range 2 East, Richland County, Wisconsin, containing 1.0 acres and being subject to conveyances for county highway purposes. ALSO EXCEPTING parcel sold to Vivian Anderson and Lola Anderson, his wife, described in Volume 140 of Deeds, Page 328.

300718

Document Number

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Name

VOL 600 PAGE 112

RECORDED
AT 8:30 O'CLOCK a. MFEB 06 2013
VOL 600 RECORDED OF PAGE 112
REGISTER OF DEEDS
RICHLAND COUNTY, WISCONSIN
BY *Karl D. Dvnik, Jr.*

Recording Area

Name and Return Address

Attorney Karl Dvnik, Jr.
P. O. Box 178
Wales, WI 53183Pt. of 006-0634-1300 and
006-0634-1000

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

A parcel of land being a part of the Southeast quarter of the Southwest Quarter and the Northeast Quarter of the Southwest quarter of Section 6, T9N, R2E, Town of Buena Vista, Richland County, Wisconsin, more fully described as follows: Commencing at the South Quarter corner of Section 6; thence N00° 20' 07" E along the East line of the Southwest quarter of Section 6 a distance of 900.00 feet to the point of beginning. Thence N89° 39' 53" W along the North line of Lot 1, CSM 301 and its extension thereof a distance of 833.67 feet to a meander line for willow creek; thence N38° 59' 13" W along said meander line a distance of 264.61 feet; thence N 36° 31' 28W along said meander line a distance of 350.05 feet; thence N23° 55' 51" W along said meander line a distance of 152.72 feet; thence S89° 39' 53" E a distance of 1274.09 feet to the east line of the SW Quarter of Sec. 6; thence S 00° 20' 07" W along said east line a distance of 624.01 feet to the point of beginning. This parcel also includes all lands lying between the meander line and the centerline of Willow Creek. Said parcel of land contains 15.397 acres (670,699 sq. ft.) more or less to the meander line and 15.749 acres (686,026 sq. ft.) overall more or less. Subject to all easements and restrictions of record.

To have and to hold the said real estate together with appurtenances thereto unto the said grantees, the said grantors reserving unto themselves a life estate in said real estate for the duration of their lives. The said grantors hereby agree to pay all real estate taxes and assessments on the above described lands and premises until their death. The grantors may not assign or sell their interest without the permission of the grantees. This transfer is exempt pursuant to Section 77.25(8), Wis. Stats..

EXCLUSION

W- 3

EXEMPT

FEE
17.25(8)
EXEMPT

Dated 1-24-13

Paul R. Denman
* Paul R. Denman

(SEAL)

Barbara A. Denman
* Barbara A. Denman

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) Paul R. Denman and Barbara A. Denman

authenticated on 1-31-2013

Karl D. Dvnik, Jr.
* Karl Dvnik, Jr.TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, State Bar No. 1014812
authorized by Wis. Stat. § 706.06)

ACKNOWLEDGMENT

STATE OF _____)
) ss.
_____ COUNTY)Personally came before me on _____,
the above-named _____to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.* _____
Notary Public, State of _____
My commission (is permanent) (expires: _____)THIS INSTRUMENT DRAFTED BY:
Attorney Karl Dvnik, Jr.
Wales, WI 53183

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

*Type name below signatures.

INFO-PRO™ Legal Forms • (800)655-2021 • info@proforms.com

295841

Document Number

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Name

THIS DEED, made between Kelli J. Klitzke, Amy L. DeMars, Tami S. Meyer, as individual property, as joint tenants("Grantor," whether one or more), and Paul R. Denman and Barbara A. Denman, husband and wife, as survivorship marital property("Grantee," whether one or more).
Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Richland County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

A parcel of land being a part of the Southeast quarter of the Southwest Quarter and the Northeast Quarter of the Southwest quarter of Section 6, T9N, R2E, Town of Buena Vista, Richland County, Wisconsin, more fully described as follows: Commencing at the South Quarter corner of Section 6; thence N00° 20' 07" E along the East line of the Southwest quarter of Section 6 a distance of 900.00 feet to the point of beginning. Thence N89° 39' 53" W along the North line of Lot 1, CSM 301 and its extension thereof a distance of 833.67 feet to a meander line for willow creek; thence N38° 59' 13" W along said meander line a distance of 264.61 feet; thence N 36° 31' 28W along said meander line a distance of 350.05 feet; thence N23° 55' 51" W along said meander line a distance of 152.72 feet;

thence S89° 39' 53"E a distance of 1274.09 feet to the east line of the Southwest Quarter of Section 6; thence S 00° 20' 07" W along said east line a distance of 624.01 feet to the point of beginning. This parcel also includes all lands lying between the meander line and the centerline of Willow Creek. Said parcel of land contains 15.397 acres (670,699 square feet) more or less to the meander line and 15.749 acres (686,026 square feet) overall more or less. Subject to all easements and restrictions of record.

EXCLUSION
W-3
EXEMPTDated 11-09-11* Kelli J. Klitzke

(SEAL)

* Tami S. Meyer

(SEAL)

* Amy L. DeMars

(SEAL)

*

FEE
77.25(8)
EXEMPT

AUTHENTICATION

Signature(s) Kelli J. Klitzke, Amy L. DeMars, Tami S. Meyerauthenticated on 11/17/2011* Karl Dvornik, Jr.TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, State Bar No. 1014812
authorized by Wis. Stat. § 706.06)

ACKNOWLEDGMENT

STATE OF _____)
) ss.
_____ COUNTY)Personally came before me on _____,
the above-named _____to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.* _____
Notary Public, State of _____
My commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

*Type name below signatures.

INFO-PRO™ Legal Forms • (800)655-2021 • info@proforms.com

VOL 576 PAGE 136

RECORDED

AT 2:11 O'CLOCK P.M.

NOV 18 2011

VOL 576 OF Records PAGE 136
REGISTER OF DEEDS
RICHLAND COUNTY, WISCONSIN
BY Juanan Ingo

Recording Area

Name and Return Address

Attorney Karl Dvornik, Jr.
P. O. Box 178
Wales, WI 53183Pt. of 006-0634-1300 and
006-0634-1000

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

Customer # 5083

Petition # RZ2023-025

COUNTY OF RICHLAND ZONING COMMITTEE
NOTICE OF PETITION

Original Owner:

(I) (We) First Name(s) Bobby & Charlene Last Name Jones Phone (608) 583-2596 608 335 6087

Address 33371 Yeager Ln City Lone Rock State WI Zip 53556

First Name(s) Last Name Phone

Address City State WI Zip

hereby petition the Richland County Zoning Committee for a:

☐ Rezone from Rezone to☒ CUP to permit Build a second accessory building on an R-2 lot☐ SUP to permit☐ Other

Authorized by Section(s) of the Richland County Zoning Ordinance.

Present description of the property involved in this petition is as follows: Parcel # 52006 3330-0600

Qtr SE Qtr NW Section 33 Town 9N Range 2E Township BVS9 # of acres 5.19

Lot Block Subdivision # of Acres Approved 0.00

Present Use Residential

Present Improvements Residence, garage, septic, well and several small buildings

Proposed Use Residential

Legal Description

Petition Filed Petitioner Notified Rezone Decision Ordinance #

Category CUP Town Notified CUP Decision CB Date

Fee Amount \$500.00 ☐ Township Approval CUP Expires CB Decision

Meeting Date 10/2/2023 Decision Date SUP Decision Amendment #

Comments

County Clerk Approval

(Signed) Appellant(s) or Agent(s)

Bobby Jones

Name	Title	Address	City	Sta Zip
BOBBY J & CHARLENE A JONES		33371 YEAGER LN	LONE ROCK	WI 53556
RHONDA ROTT		30669 COUNTY HWY JJ	LONE ROCK	WI 53556
DANIEL J & SANDRA J ROSENBERGER		1201 14TH ST	MARION	IA 52302
CALEB CURTIS & MARY CURTIS		33305 YEAGER LN	LONE ROCK	WI 53556
JARED PIONTEK		33298 YEAGER LN	LONE ROCK	WI 53556
SETH ADELMAN		33380 YEAGER LN	LONE ROCK	WI 53556
MICHAEL F & JULIE A FITZGERALD		33448 YEAGER LN	LONE ROCK	WI 53556
Barbara Voyce	Supervisory District 20	29535 Whispering Pines R	LONE ROCK	WI 53556
Van Nelson	Buena Vista Township Clerk	29440 US Hwy 14	LONE ROCK	WI 53556

YEAGER LN

33371 YEAGER LN

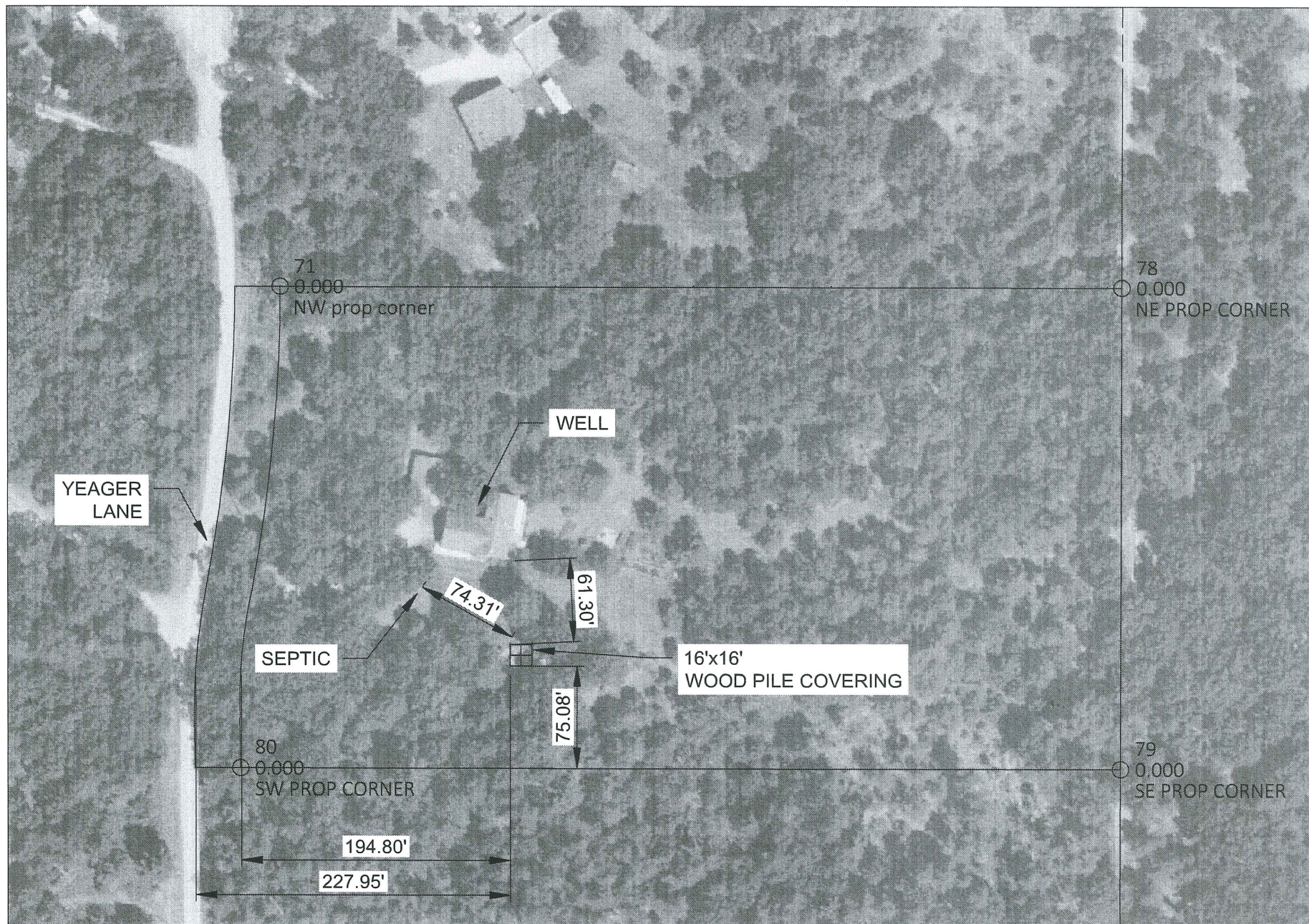
BOBBY J & CHARLENE
A JONES -
00633300600 - 5.1964

33371
YEAGER LN

Buena Vista

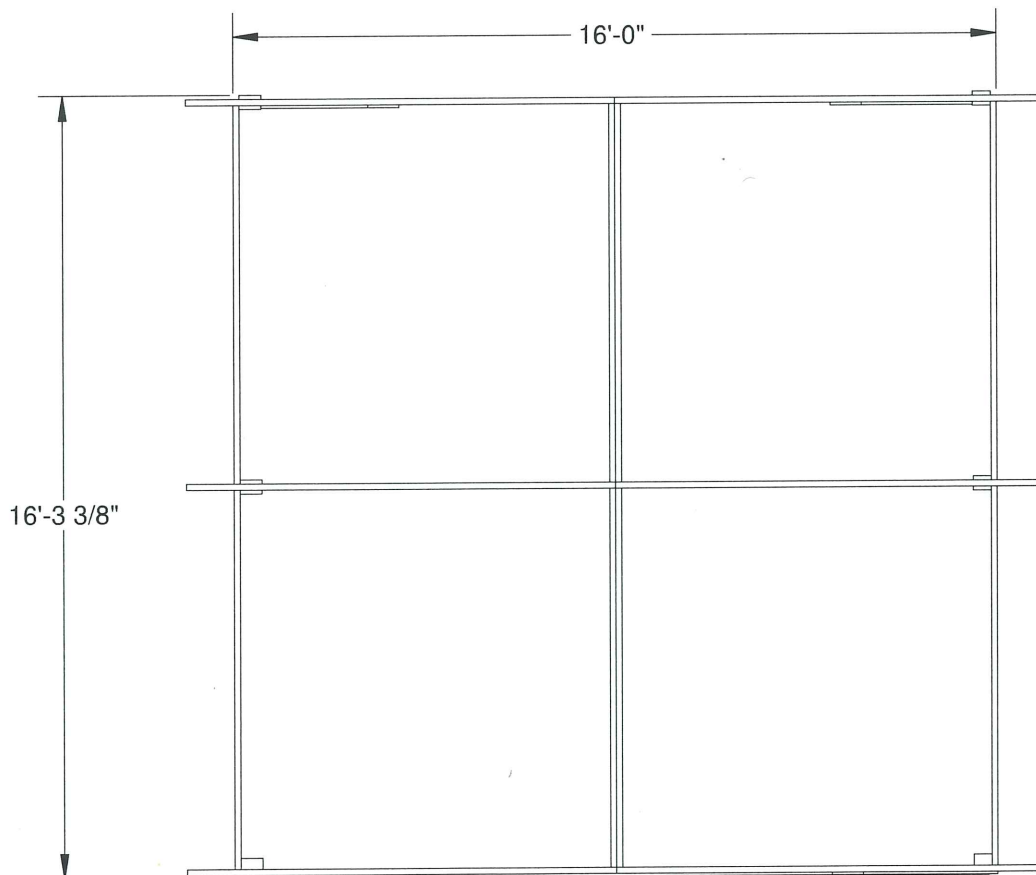
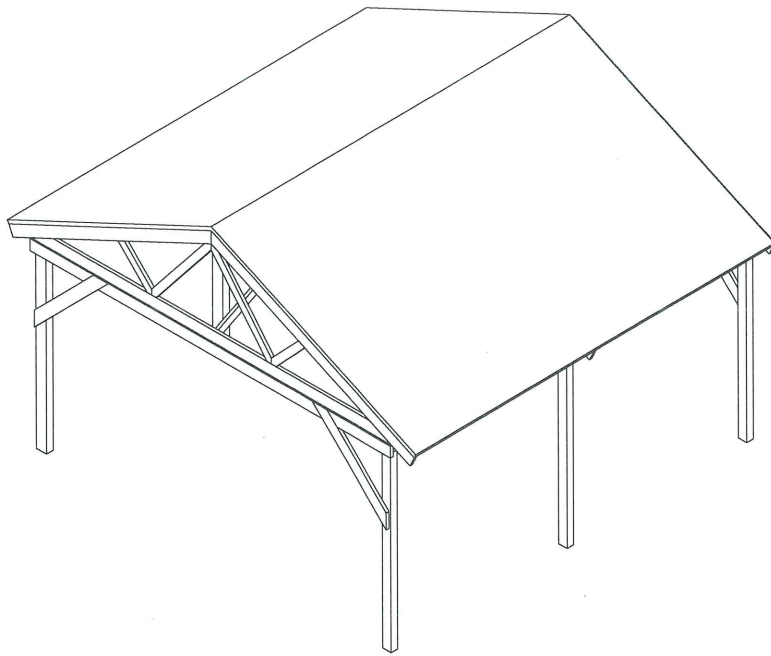
33
SE-NW

DANIEL J ROSENBERGER &
SANDRA J ROSENBERGER -
00633300500 - 5.247705

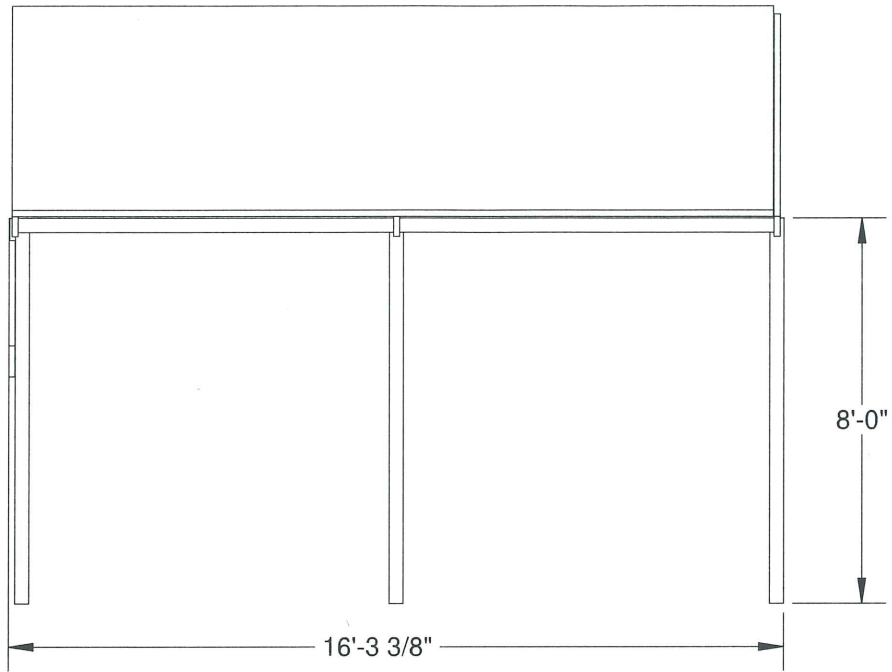


33371 YEAGER LANE
LONE ROCK, WI

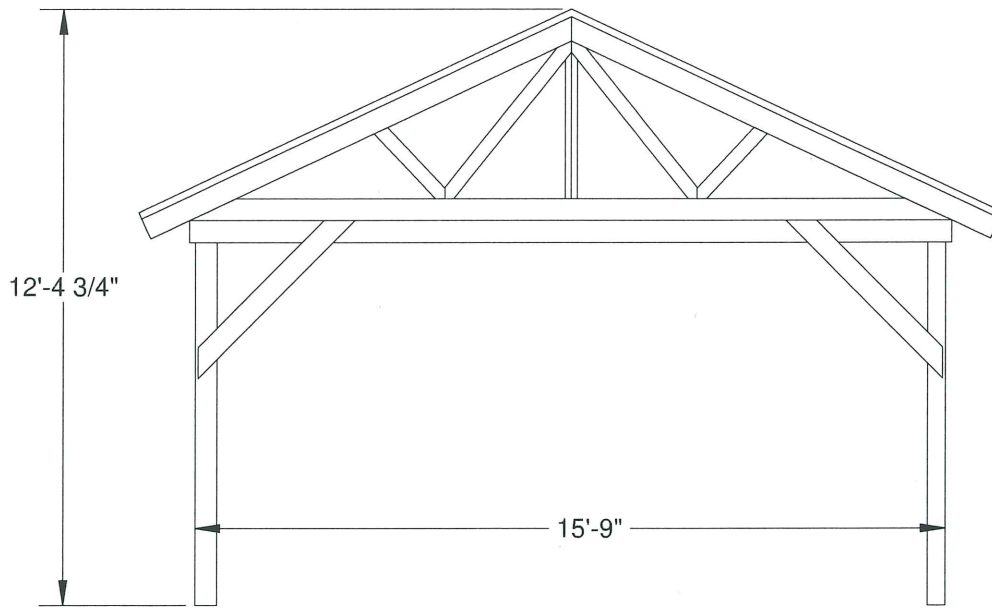




PLAN



SIDE



END

Permit # BP2023-114

Customer # 5083

RICHLAND COUNTY - OFFICE OF THE ZONING ADMINISTRATOR
APPLICATION FOR LAND USE PERMIT

To the Zoning Administrator: The undersigned hereby makes application for a Land Use Permit for the work described and located as shown herein. The undersigned agrees that all work shall be done in accordance with the requirements of the Richland County Zoning Ordinance and with all other applicable County Ordinances and regulations and all laws and regulations of the State of Wisconsin. A scaled or dimensional drawing of the proposed structure on paper no smaller than 8 1/2 x 11 must be submitted. The following must be included on your drawing. Direction of North. Distances from Roadway, Structures, Septic System, Well, Lot Lines, and OHWM (when applicable).

CUSTOMER INFORMATIONLast Name Jones First Name Bobby & Charlene Phone (608) 583-2596
Mailing Address 33371 Yeager Ln City Lone Rock State WI ZIP 53556Builder Name S & D Builders Builder Address _____
Builder City Spring Green State WI Builder ZIP 53588 Builder Phone (608) 778-1208**PROPERTY LOCATION**County Address 33371 Roadway Yeager Ln Parcel # 52006 3330-0600Qtr SE Qtr NW Section 33 Township BVS9 Town 9N Range 2E

Subdivision _____ Block _____ Lot _____

DETAILSBldg Width 18 Bldg Length 18 Bldg Height 15' Bldg Area 324 Zone R-2Project Type New Building Use Resident Shed ☐ Attached GarageStories 1 Cost 2000.00 Type of Construction Pole Basement: _____Road Setback 70 Side Yard Setback 5 Rear Yard Setback 40 Sanitary Permit # _____

Floodplain _____ Stream/River _____ Floodplain Elevation _____ Map # _____

- ☐ Yes ☒ No - Vision Corner If yes, name adjoining road _____ OHWM ☐ Yes ☒ No
☐ Yes ☒ No - Driveway Permit Issued Number of families accommodated on lot/parcel _____ Airport Permit ☐ Yes ☒ No
☐ Yes ☒ No - Easement Access Volume _____ Page _____ Total lot/parcel size _____ LWSRB Approval ☐ Yes ☒ No
☐ Yes ☒ No - Is the proposed structure in Ag Zoning within 500' of an existing agricultural or residential structure under separate ownership?

I hereby certify with my signature that all data contained herein as well as all supporting data are true and correct to the best of my knowledge.

Property Owner Signature: Bobby Jones

Zoning Authority: _____

Start Date _____ Fees List

Finish Date _____

Fee Amount \$100.00**THIS PERMIT EXPIRES**Certificate of Compliance ☐Sent to Township? ☐**ACTION**Sent to UDC: _____ Status Denied Issue Date _____ Denied Date 8/17/2023Comment Denied due to more than one accessory building

Inspection Date _____ Inspection Comments _____

Appealed Date _____ Renewal Date _____ BOA Decision _____

You are responsible for obtaining any permit or approval that may be required for your project by your township, Richland County Highway Department, Wisconsin Department of Natural Resources, Wisconsin Department of Commerce, Wisconsin Department of Transportation or the U.S. Army Corps of Engineers before starting your project. You are responsible for complying with State and Federal Laws concerning construction near or on Wetlands, Lakes, and Streams. Wetlands that are not associated with open water can be difficult to identify. Failure to comply may result in removal or modification of construction that violates the law or other penalties or costs. For more information visit the Department of Natural Resources Wetlands Identification web page or contact a Department of Natural Resources Service Center. <https://dnrm.wisconsin.gov/H5/?Viewer=SWDV&runWorkflow=Wetland>

I certify I have read the above statement and received a copy of the approved permit.

Property Owner Signature: Bobby Jones

BOBBY J & CHARLENE
AJONES -
00633300600 - 511964

33371
YEAGER LN

Buena Vista

SE-NW

33

33371 YEAGER LN

YEAGER LN

DANIEL J ROSENBERGER &
SANDRA J ROSENBERGER -
00633300500 - 5247705

Customer # 9478

Petition # RZ2023-027

COUNTY OF RICHLAND ZONING COMMITTEE
NOTICE OF PETITION

Original Owner:

(I) (We) First Name(s) Ervin & Kathryn Last Name Kempf Phone (608) 983-2256 Seller

Address 12193 Duren Dr City Cazenovia State WI Zip 53924

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☐ Other

Authorized by Section(s) of the Richland County Zoning Ordinance.

Present description of the property involved in this petition is as follows: Parcel # 52030 1411-1000

Qtr NE Qtr NE Section 14 Town 12N Range 2E Township WFD # of acres 5.89

Lot Block Subdivision # of Acres Approved 0.00

Present Use Residential

Present Improvements Residence, Barn and well

Proposed Use same

Legal Description

Petition Filed 8/21/2022 Petitioner Notified Rezone Decision Ordinance #

Category Rezoning Town Notified CUP Decision CB Date

Fee Amount \$500.00 ☐ Township Approval CUP Expires CB Decision

Meeting Date 10/2/2023 Decision Date SUP Decision Amendment #

Comments Rezoning Lot 1 to sell. Keeping lot 2

County Clerk Approval

(Signed) Appellant(s) or Agent(s)

Name	Title	Mailing Address	City	Sta Zip
ERVIN H KEMPF & KATHRYN KEMPF		12193 COUNTY HWY V	CAZENOVIA	WI 53924
RCK FARMS INC		7315 W DONGES BAY RD	MEQUON	WI 53092
ANDREW C REBHAN		32384 COUNTY HWY V	CAZENOVIA	WI 53924
ROBERT P & DONNA J ROCKWEILER		32698 COUNTY HWY V	CAZENOVIA	WI 53924
GREGORY L & KAMI J SCHNEIDER		880 N ORANGE ST	RICHLAND CENTER	WI 53581
NATHAN P DUREN		E2578 MARSHALL RD	CAZENOVIA	WI 53924
JOHN G ASTLE		12755 DUREN DR	CAZENOVIA	WI 53924
MARY LOU DUREN TRUST		304 SEVENTH ST	WAUNAKEE	WI 53597
KORY JON CRARY		55648 COUNTY RD G	HILLPOINT	WI 53937
Donald Seep	Supervisory District 4	15249 Seep Dr	CAZENOVIA	WI 53924
Ursula Bauer	Westford Township Clerk	PO Box 25	CAZENOVIA	WI 53924

OFFICIAL Minutes

Town of Westford

The Town of Westford conducted its August 2023 Board meeting at 7:00 pm on Thursday, August 3, 2023, located at the Westford Town Garage, 30874 CTH "I", Cazenovia WI. The agenda was as follows:

- 1) Call to order – Treasurer absent.
- 2) Pledge of Allegiance
- 3) Accepted minutes from July 2023 meeting. Motioned by
- 4) Open for Citizen concerns Skyler Seep & Patty (mom) have complaints of the sirens and noises from speakers from across the street. Zoning and approvals from the county are needed before any permits are issued. The town is doing what we can, but the county needs to pursue it. We need to rely on the sheriff's department for any campground enforcement.

We will do what we can to create ordinances. Ordinances will have to be made public for review.

Town resident has been getting phone calls and complaints regarding Bunker Hill. Should be addressed later this evening.

- 5) Request by Ervin Kemp for rezoning on his property on Duren Drive. Survey has been conducted and he would sell the existing home that has Germantown sewer/water, just over 5 acres. Motion to accept the division and sale by Gary, 2nd by Cy, and Frank concurred.
- 6) Request by Afton McKenzie for noise ordinance. Afton is not present.
- 7) Review of Ladika property on CTH I. Judd applied for a variance to remain as AG Forest with the County. Gary: Motion for seller to create a deed restriction without building on the property without the approval of the Westford Town Board. Cy 2nd, Frank concurred.
- 8) Bunker Hill liquor License – asked Kelly to initial and understand the conditions to request a liquor license. Group / Fireworks permit needs to be presented to the board, then published and voted upon at the following town

meeting. Kelly applied for a temporary camping permit with the county. The town board asked Kelly come to the board and let us know of any plans so we can address any concerns. The state came out and checked everything out and passed the earlier septic concerns. The neighbor had been receiving phone complaints from strangers regarding the bar. Wishes for it to stop. The Town asked Kelly to speak to her customers about any complaint. They should come to her, not the neighbors.

Liquor license is granted through the next year. Gary will send Kelly an email to confirm, and the treasurer will stop in over the weekend and present you with the license. Copies of the conditions of receiving the license were distributed.

The bar will have rock bands end playing at midnight. Board reminded Kelly to have a "plan B" to secure the area in case of any disturbances. Gary motioned to grant the event for Saturday. Frank 2nd and Cy concurred.

No fireworks permit is requested. Kelly contacted the RC Sheriff's department, and they are aware of the event. Cy mentioned the board would like the bar to succeed.

9) Reports by Supervisors – Frank has an ordinance for public review. Wants it published, adopted and be voted on in October. Try to put an electronic copy to the website, Clerk, Foreman, Chair.

(4 continued) Skyler Seep expressed concern about the neighbor creating the noise which makes the dogs bark. Knocking on his door at 2am from the neighbor, waking up his children. The sheriff needs to be the responsible party to resolve any issues.

Old tractor, we paid \$10k for it, paid for all repairs, we should hold on to it. 2 flags were bought from the Am. Leg., so we need to send them a check.

Nate: Seal coating should be done after the brush and trees are cleared. Michael's road had not been repaired for 20 years. It should be chipped and sealed. Fry road can be patched. We haven't received any other bids for tree/brush removal. Mulch and leave it. Cleaning up should be done before the snow arrives. Bring a bid by the next board meeting.

Keller Rd/Quaker Valley needs overlay.

St. Anthony's might be available - should we need to use it to vote and have meetings. In exchange we will plow the parking lot. Should have an answer after their board meeting.

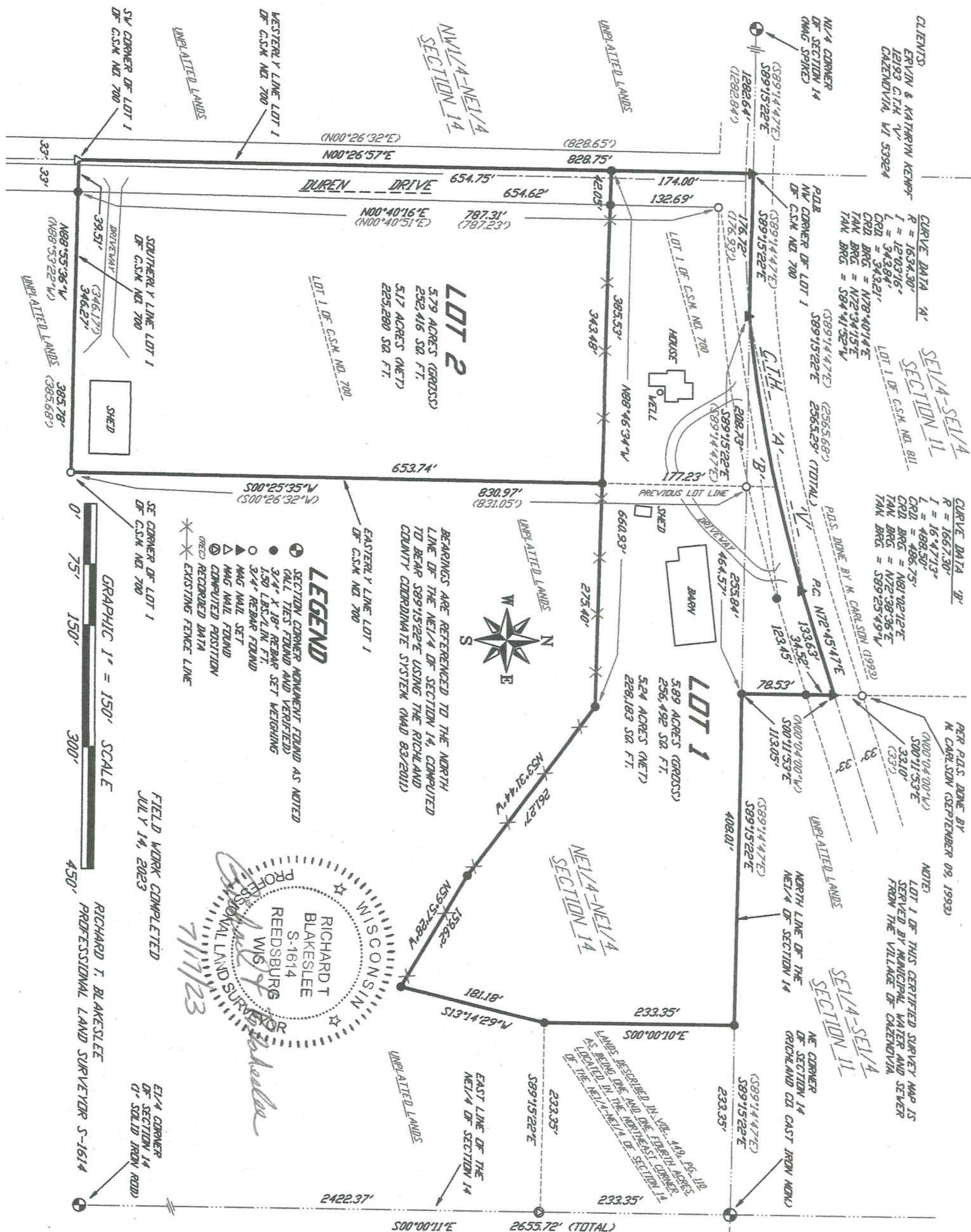
Carol Curfman's estate will pay for a new sign at St. Bridget's Cemetery.

10) Paid bills

11) Adjourned at 9:20pm to Sept 7th, 2023

SHEET 1 OF 2

A PARCEL OF LAND BEING DESCRIBED AS LOT 1 OF RICHLAND COUNTY CERTIFIED SURVEY MAP NUMBER 700 AND ADJOINING LANDS; LOCATED IN THE NE1/4-NE1/4 OF SECTION 14 AND THE SE1/4-SE1/4 OF SECTION 11, ALL IN T14N, R2E, TOWN OF WESTFORD, RICHLAND COUNTY, WISCONSIN.



SURVEYOR'S CERTIFICATE

I, Richard T. Blakeslee, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped a parcel of land being described as Lot 1 of Richland County Certified Survey Map Number 700 and adjoining lands; located in the NE1/4-NE1/4 of Section 14, also being located in the SE1/4-SE1/4 of Section 11, all in T14N, R2E, Town of Westford, Richland County, Wisconsin; being more fully described as follows:

Commencing at the North ¼ corner of Section 14; thence S89°15'22"E, 1282.64 feet along the North line of the Northeast ¼ of Section 14 to the Northwest corner of Lot 1 of Richland County Certified Survey Map Number 700, said point being the point of beginning; thence continuing S89°15'22"E, 176.72 feet along the aforesaid North line of the Northeast ¼ of Section 14 to a point on the centerline of County Trunk Highway 'V', said point being located on a curve to the left, having a central angle of 12°03'16" and a radius of 1634.30 feet; thence Northeasterly, 343.84 feet along the arc of the curve, the long chord of which bears N78°40'14"E, 343.21 feet; thence N72°45'47"E, 133.63 feet along the aforesaid centerline of County Trunk Highway 'V'; thence S00°11'53"E, 113.05 feet to a point on the North line of the Northeast ¼ of Section 14; thence S89°15'22"E, 408.01 feet along the aforesaid North line; thence S00°00'10"E, 233.35 feet along the Westerly line of lands described in Volume 449 on Page 110; thence S13°14'29"W, 181.18 feet; thence N59°57'28"W, 159.62 feet; thence N53°31'44"W, 261.27 feet; thence N88°46'34"W, 275.40 feet to a point on the Easterly line of Lot 1 of Richland County Certified Survey Map Number 700; thence S00°25'35"W, 830.97 feet along the aforesaid Easterly line to the Southeast corner thereof; thence N88°55'36"W, 385.78 feet along the Southerly line of the aforesaid Lot 1 to the Southwest corner thereof; thence N00°26'57"E, 828.75 feet along the Westerly line of the aforesaid Lot 1 to the point of beginning.

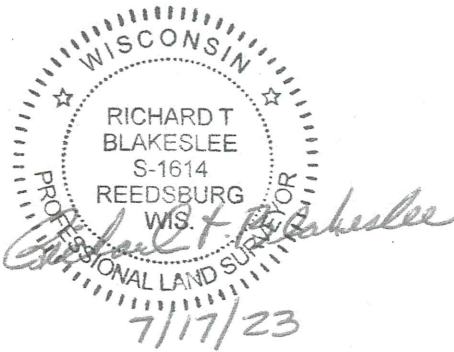
Said parcel contains 11.68 acres, more or less, and is subject to the rights-of-ways of County Trunk Highway 'V' and Duren Drive. Said parcel is also subject to all utility and municipal easements of record.

That I have complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the Richland County Subdivision Regulations. Also that this map is in compliance with Chapter A.E. 7 of the Administrative Code of the State of Wisconsin to the best of my knowledge and belief in surveying, dividing and mapping the same.

That such plat is a true and correct representation of the exterior boundaries of the land surveyed and the subdivision thereof made.

That I have performed such Certified Survey under the direction of Ervin & Kathryn Kempf, 12193 C.T.H. 'V', Cazenovia, WI 53924 owners of said lands.

Richard T. Blakeslee
Professional Land Surveyor S-1614



Richland County Zoning Department Approval

Resolved, that this Certified Survey in the Town of Westford, be and is hereby approved in compliance with Chapter 236 of the Wisconsin Statutes, and the zoning requirements of the Richland County Zoning Department.

Date

Administrator

Customer #

10289

Petition #

R22023-028

COUNTY OF RICHLAND ZONING COMMITTEE

NOTICE OF PETITION

AUG 21 2023

(I) (We)	First Name(s)	Darby	Last Name	Blakley	Phone	(608) 588-4121	Owner	<input type="checkbox"/>
Address	E4512 Maple Court		City	Spring Green	State	WI	Zip	53588
First Name(s)	Dan	Last Name	Blakley	Phone	(608) 632-3869	Owner	<input type="checkbox"/>	
Address	S4992 Elk Run Road		City	Viola	State	WI	Zip	54664

hereby petition the Richland County Zoning Committee for a:

<input checked="" type="checkbox"/> Rezone from	Agricultural/Forestry	<input type="checkbox"/> Rezone to	Residential 2
<input type="checkbox"/> CUP to permit			
<input type="checkbox"/> SUP to permit			
<input type="checkbox"/> Other			

Authorized by Section(s) _____ of the Richland County Zoning Ordinance.

Present description of the property involved in this petition is as follows:

Parcel # 0120741-1000

Qtr	NE 1/4	Qtr	SE 1/4	Section	7	Town	12N	Range	2W	Township	FOR	# of acres	19.67
Lot		Block		Subdivision		# of Acres Approved							

Present Use	Agricultural Forestry
Present Improvements	Garage Improvement
Proposed Use	Residential use
Legal Description	To come.

Petition Filed	8/21/23	Petitioner Notified		Rezoning Decision		Ordinance #	
Category	Rezoning	Town Notified		CUP Decision		CB Date	
Fee Amount	\$500.00	<input checked="" type="checkbox"/> Township Approval		CUP Expires		CB Decision	
Meeting Date	10/2/23	Decision Date		SUP Decision		Amendment #	

Comments

County Clerk Approval

(Signed) Appellant(s) or Agent(s)

Darby Blakley

Name	Title	Address	City	Sta Zip
DANIEL D & DARBY D BLAKLEY		3251 CLEVELAND ST NE	MINNEAPOLIS	MI 55418
DENNIS & RUTH BLAKLEY TRUST		W18610 US HWY 45	ELAND	WI 54427
MT CLEVELAND FARM LLC		20 N MICHIGAN AVE STE 400	CHICAGO	IL 60602
DENNIS & RUTH BLAKLEY TRUST		W18610 US HWY 45	ELAND	WI 54427
MATT R OTTO & MARGARET A BROOKS		5634 OLD MIDDLETON RD	MADISON	WI 53705
Steve Carrow	Supervisory District 1			
Lynette Owen	Forest Township Clerk	12725 County Hwy MM	Viola	WI 54664

SE-NE

714-1

711-1

10980
GOOSE CREEK RD

NE-SE

741-1

Richland County, WI

Customer # 1422

Petition # RZ2023-029

COUNTY OF RICHLAND ZONING COMMITTEE
NOTICE OF PETITION

Original Owner:

(I) (We) First Name(s) Sean & Linda Lau Last Name Walsh Phone (608) 647-2539

Address 23887 County Hwy E City Richland Center State WI Zip 53581

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☐ Other

Authorized by Section(s) of the Richland County Zoning Ordinance.

Present description of the property involved in this petition is as follows: Parcel # 52008 0744-1000

Qtr SE Qtr SE Section 7 Town 10N Range 1W Township DTN # of acres 53.00

Lot Block Subdivision # of Acres Approved 0.00

Present Use Residential

Present Improvements Residence, 3 sheds, well and septic

Proposed Use same

Legal Description

Petition Filed 8/22/2023 Petitioner Notified Rezone Decision Ordinance #

Category Rezoning Town Notified CUP Decision CB Date

Fee Amount \$500.00 ☒ Township Approval CUP Expires CB Decision

Meeting Date 10/2/2023 Decision Date 8-16-23 SUP Decision Amendment #

Comments Selling 47 acres. Keeping building

County Clerk Approval

(Signed) Appellant(s) or Agent(s)

Name		Address	City	Sta Zip
SEAN M & LINDA J LAURANCE-WALSH		23887 COUNTY HWY E	RICHLAND CENTER	WI 53581
GREGORY L & CHERYL E DULL		23545 COUNTY HWY E	RICHLAND CENTER	WI 53581
CHRISTOPHER A & MARION D SCOTT		23541 COUNTY HWY E	RICHLAND CENTER	WI 53581
ALLISON N MENDOZA & DANIEL R HEUBLEIN		614 WILLIAMS ST	VIROQUA	WI 54665
JOHN III & EVELYN GETMAN-SHERWIN		24223 COUNTY HWY E	RICHLAND CENTER	WI 53581
EVELYN T GROH & ROBERT & ALMA GROH		1060 W STARGAZER PL	ORO VALLEY	AZ 85739
Gary Manning	Supervisory District 8	27321 Manning Ln	RICHLAND CENTER	WI 53581
Jessica Laeseke	Dayton Township Clerk	25089 Five Points Dr	Blue River	WI 53518

WALSH 6 AC AG-RES



**Monthly Board Meeting
August 16, 2023**

The meeting was called to order by Supervisor Monson at 6 p.m. Kim Clark, James Lingel, Kurt Monson, and Jessica Laeseke in attendance

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: Motion by Lingel to approve the minutes second by Clark; motioned carried.

Treasurer's Report- The July checking ending balance is \$18,789.50 the money market ending balance is \$302,292.41 the tax account ending balance is \$781.32, and Westby Co-Op \$89,356.16. Motion by Lingel with a second by Monson. All aye carried.

New Business

- Shaun Walsh Rezoning at 23887 County Hwy E with a house and 6 acres to ag/residential, 47 acres would remain with the land. Motion by Clark to accept the rezone to ag/residential with a second by Monson. All aye carried.
- Berger School Sign- The sign should be no larger than 4 foot by 4 foot. Motion by Clark with a second by Lingel to allow for a sign no larger than 4 foot by 4 foot. All aye carried
- Moving Monthly Meeting Dates- Jim has conflicts every 3 months on this evening, we use to meet on the second Wednesday, Clark wondered if the 4th would work. Motion by Monson with a second by Lingel to move our meetings to the 4th Wednesday of the month starting with September 27th.

Old Business

- Coramax Fence Viewing board discussed and prepared a response back to Coramax for monetary donations on the fence viewing.
- Sand shed- DNR will give us a variance. Need DNR variance form and then have to wait 60 days after approval. We only need variance because we buy bulk salt.
- Tree trimming- haven't heard from them

Driveway Permit

Anthony Barelli would like a driveway permit coming off of Tuckaway, Gies said he didn't see a problem with that area. Motion by Clark to accept with a second by Lingel. All aye carried.

Fire Department- We had three more fire calls. Cal Louis, Kinneson, and another one.

Ambulance/First Responders- NA

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 Clark motion carried.

Clerks Report: NA

Patrolman report- Discussion of salt shed

Chairperson Clark reviewed the September calendar of events

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

Respectfully submitted by Jessica Laeseke, Clerk

Customer # 7098

Petition # RZ2023-030

COUNTY OF RICHLAND ZONING COMMITTEE
NOTICE OF PETITION

Original Owner: John & Jane Turnipseed

(I) (We)	First Name(s)	John & Jane	Last Name	Turnipseed	Phone	(608) 203-5447	Owner
Address	17352 Berry Hill Rd		City	Richland Center		State	WI Zip 53581
First Name(s)	Dawn	Last Name	Turnipseed	Phone	(414) 254-4770		Buyer
Address			City			State	WI Zip

hereby petition the Richland County Zoning Committee for a:

<input checked="" type="checkbox"/> Rezone from	Agriculture/Forestry	Rezone to	Agriculture/Residential
<input type="checkbox"/> CUP to permit			
<input type="checkbox"/> SUP to permit			
<input type="checkbox"/> Other			

Authorized by Section(s) 1. 2. Table 1 of the Richland County Zoning Ordinance.

Present description of the property involved in this petition is as follows:								Parcel #	52018 1122-1000				
Qtr	NW	Qtr	NW	Section	11	Town	11N	Range	1W	Township	MAR	# of acres	45.30
Lot		Block		Subdivision					# of Acres Approved	0.00			

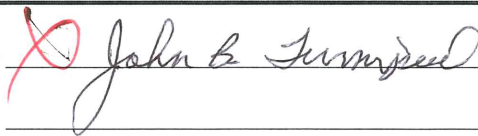
Present Use	Residential
Present Improvements	Residence, garage, well and septic
Proposed Use	Split the land with the house to list for sale. Selling remainder 20 acres to their daughter with a garage
Legal Description	

Petition Filed	9/8/2023	Petitioner Notified		Rezone Decision		Ordinance #	
Catagory	Rezoning	Town Notified		CUP Decision		CB Date	
Fee Amount	\$500.00	<input type="checkbox"/> Township Approval		CUP Expires		CB Decision	
Meeting Date	10/2/2023	Decision Date		SUP Decision		Amendment #	

Comments Split the land into 2 parcels. Listing the parcel with the house and sell the remaining with the garage to their daughter

County Clerk Approval

(Signed) Appellant(s) or Agent(s)



Name	Title	Address	city	Sta Zip
JOHN B & JANE A TURNIPSEED		17352 BERRY HILL RD	RICHLAND CENTER	WI 53581
HARRY M YOUNG DECLARATION OF TRUST		20728 SPRING HILL RD	RICHLAND CENTER	WI 53581
WILLIAM H RUDOLPH		17063 BERRY HILL RD	RICHLAND CENTER	WI 53581
BARBARA S MARSHALL		25058 COUNTY HWY N	RICHLAND CENTER	WI 53581
MARJORIE IDE WARREN TRUST		17105 COUNTY HWY H	RICHLAND CENTER	WI 53581
AUGUST G & SHIRLEY A SHELBRACK TRUSTEES		3317 AIRPORT RD	CROSS PLAINS	WI 53528
TIMOTHY L DECKERT		22128 HWY DD	RICHLAND CENTER	WI 53581
PATRICIA L TURNIPSEED		17437 BERRY HILL RD	RICHLAND CENTER	WI 53581
TERRY J & ANGELA A TURNIPSEED		17517 BERRY HILL RD	RICHLAND CENTER	WI 53581
Katherine Berner	Marshall Township Clerk	20665 Cribben Hill Dr	RICHLAND CENTER	WI 53581
Richard McKee	Supervisory District 5	24184 Fawn Meadow Ln	RICHLAND CENTER	WI 53581

Richland County Zoning & Land Information

Richland County Courthouse

181 W

Seminary St

Richland Center, WI 53581



Mike Bindl
Zoning Administrator/Sanitarian

Lynn Newkirk
Asst. Zoning Admin/Sanitarian
GIS Technician

Cheryl Dull
Program Assistant

REZONING REQUEST

Date:

To: MEMBERS OF THE Marshall TOWN BOARD

Your Town Board decision is an integral part of the decision making process for the Richland County Zoning and Land Information Committee. The Committee would like your cooperation in stating your reasons or comments as to why this request should be either **approved** or **denied**. *This form, with proper signatures, shall constitute the official resolution as required by Wisconsin State Statute 59.69(5)(e)3.

REZONING APPLICATION FOR: John and Jane Turnipseed

REQUEST TO REZONE: sale of part of property

REASON: sale

PUBLIC HEARING: parcel #018-1122-1000

TOWN DECISION (please mark one):

☒ Approve

☐ Approve, as request is consistent with Town Ordinances and/or Comprehensive Plan, if applicable.

☐ Deny

☐ Deny, as request is inconsistent with Town Ordinances and/or Comprehensive Plan, if applicable.

Comments (attach additional pages if necessary)

Chairman: Jason Duxast

Supervisor: Paul Buel

Supervisor: _____

Richland County Zoning & Land Information

Richland County Courthouse

181 W

Seminary St

Richland Center, WI 53581



Mike Bindl
Zoning Administrator/Sanitarian

Lynn Newkirk
Asst. Zoning Admin/Sanitarian
GIS Technician

Cheryl Dull
Program Assistant

*TOWN CLERK CERTIFICATION: I am the keeper of the records for the Town of Marshall, and I certify that this resolution is an exact copy of, or the original resolution passed by the Town Board on the date indicated.

Town Clerk: Katherine M. Besser Date 9-12-23

**MINUTES
TOWN OF MARSHALL
MONTHLY BOARD MEETING
September 12, 2023**

The monthly meeting of the Town Board of Town of Marshall was held on Tuesday, September 12, 2023. Chair Durst called the meeting to order at 7:00 pm.

Present: Chair Durst, Supervisor Buroker, Clerk Berner, Patrolman Paasch, and 5 citizens. Treasurer Spencer arrived after work. Supervisor Buroker moved to approve the posting and agenda. Chair Durst seconded. Passed.

Minutes: Supervisor Buroker moved to approve the meeting minutes from the Monthly Board Meeting held on August 8, 2023. Chair Durst seconded. Motion passed.

Treasurer's Report: Treasurer Spencer presented the Treasurer's Report.

Revenues and balances were reviewed. Supervisor Buroker moved to accept the report. Chair Durst seconded. Motion passed.

Clerk's Report: Clerk Berner presented the Clerk's Report.

All monthly bills from our August Town Board meeting were mailed out on 8/9/23. This included a partial payment of \$9,400.00 to Yoder Lumber which Chair Durst delivered.

Ordinance No. 2023-3 (which repeals the previous Town of Marshall Dog Ordinances) was posted at the shop and ballpark on 8/14/23 and will be posted for 30 days per WI Statute. This ordinance has also been posted on the town website, along with Richland County Ordinance No. 94-9 (Prohibiting Dogs Running At Large) and the Sheriff's phone number.

McKenna and Landen Layer were hired as Recycling Attendants. McKenna's first day was Saturday, 8/19/23 and Landen's first day was 9/2/23.

Concrete for the new town hall was poured on Monday, 8/21/23. Payment to Advanced Contracting Solutions was made on 8/22/23 for \$8,900.00 which Chair Durst delivered.

A letter and email were sent to Richland County Parks Commission with the 2023 projected income and expenses for the Gillingham Ballpark. Our annual projected expenses are: \$1,648.00 and \$0.00 income. We should receive the maximum \$300.00 in park aid.

The Dog License Application and fees were posted on our town website.

Dorothy Sensenig, on behalf of Lighthouse Chapel, reserved the Gillingham ballpark on Friday, 8/25/23, for a church youth group event.

Nature's Way was contacted on 8/31/23. They were asked to clean and empty the porta-potty at the Gillingham ballpark.

Jenea Rott reserved the Gillingham ballpark for a baby shower, to be held on Sunday, 9/24/23, from noon – 3:00 PM.

The August 941 Federal Tax Withholding was paid timely, online.

The August WT-6 State Income Tax Withholding was paid timely, online.

The Recycling Grant Application Budget Form for the 2024 estimated budget was emailed to Carla Doudna on 9/5/23 and dropped off on 9/9/23.

I received a signed General Release of Liability form from Vernon Yoder. He did not complete the Independent Contractors form provided by Rural Mutual which is used during our annual audit. I contacted Tony Dougherty to discuss this and asked about bonding this contractor. Tony will check with home office and get back to me.

As a reminder, Rural Mutual will need to be contacted once construction begins on the new town hall building. We need to add Temporary Builders Risk to our policy.

John and Jane Turnipseed have requested approval to re-zone a parcel of land. John presented a map of the location and parcel details. Supervisor Buroker moved to approve the rezoning request. Chair Durst seconded. Motion passed.

A Maintenance Contract from Bruce Gardiner Appraisal Services was reviewed by the Board. Supervisor Buroker moved to approve the maintenance contract. Chair Durst seconded. Motion passed.

A new contract from Town & Country Sanitation was reviewed by the Board. Supervisor Buroker moved to approve the contract. Chair Durst seconded. Motion passed.

The Clerk will attend the WTA Fall Workshop held on Tuesday, 9/26/23 in Barneveld, WI.

Our next regular Town Board meeting is Tuesday, October 10, 2023, at 7:00 pm.

Future regular Town Board meeting dates for 2023 are: November 14, December 12

Fall Clean-up Day is Saturday, October 21, 2023. All dumpsters were reserved last month.

The Board looked over the contracted costs to date for the New Town Hall project. Total base bid costs are \$100,211.67. As of today, we have paid \$45,200.00. Extra costs were also reviewed and are estimated to be \$26,515.00.

Supervisor Buroker moved to approve the Clerk's Report. Chair Durst seconded. Motion passed.

Road Supervisor's Report: Patrolman Paasch presented the Road Supervisor's Report.

Sand bids were discussed. Equipment is the same. Patrolman Paasch has been busy mowing ditches.

Supervisor Buroker moved to approve the Road Supervisor's Report. Chair Durst seconded. Motion passed.

Richland County Fire/EMT/Ambulance/911:

Nothing to report.

Correspondence: Current correspondence was reviewed.

Payment of Bills: Monthly bills were reviewed. Supervisor Buroker moved to pay all bills in full. Chair Durst seconded. Motion passed.

Supervisor Buroker moved to adjourn. Chair Durst seconded. The meeting adjourned at 8:00 pm.

Katherine Berner, Clerk

Section IV, - County Budget - Required by all Parties

~~2024~~ Richland County WDACP Budget

Approved amount to be provided by:

	County Request	WDNR Approved
County Admin..	1200.00	
Admin. Overhead	1500.00	
Salaries	12,000.00	
Mileage	2000.00	
Abatement	2500.00	
Venison Donation	2000.00	
Total Abate. & Admin.	21200.00	

We expect to assist 30 growers with damage that may result in wildlife damage requests equaling or exceeding \$ 70,000 worth of claims.

Signature of intention: County _____ Date _____

WDNR _____ Date _____

This AGREEMENT (Agreement) is made effective 10/2/2023 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 60 Plato Blvd East, St. Paul, MN 55107-1835

Phone: (612) 548-3132

Representative: Jeff Powell

Email: jpowell@msa-ps.com

RICHLAND COUNTY LAND INFORMATION DEPARTMENT (OWNER)

Address: 181 West Seminary Street, Richland Center, WI 53581

Phone: (608) 649-3823

Representative: Candace Pesch

Email: candace.pesch@co.richland.wi.us

Project Name: Richland County GIS Services 2023/2024

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: 10/2/2023
Approximate Completion Date: 6/30/2024

The estimated fee for the work is: \$35,220.00 (for up to 350 hours)

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

**RICHLAND COUNTY LAND
INFORMATION DEPARTMENT**

MSA PROFESSIONAL SERVICES, INC.

Candace Pesch
Richland County Administrator
Date: _____

Jeff Powell
GIS Solutions Team Leader
Date: 9/27/2023

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC - GIS)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

10. **Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

11. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

12. **Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the

construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. **Non-Solicitation** During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement, each party agrees that without the other party's consent it shall not either directly or indirectly solicit, recruit or hire as an employee, consultant, or independent contractor, any personnel of the other party; provided however that nothing herein shall preclude the hiring party from hiring or retaining any individual who is hired solely as a result of the use of a general solicitation (such as an advertisement) not specifically directed to the individual. Remedy for any violation of this provision shall be liquidated damages in the amount equal to 50% of the employee's annual salary, including bonuses currently in effect for the employee. The parties agree that any damages from the breach of this provision would be difficult to determine and that the remedy set forth herein is a reasonable estimate of such damages.

21. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

22. **Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

23. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in section 29 of this Agreement.

24. Exclusion of Special, Indirect, Consequential and Liquidated Damages. MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

25. Limitation of Liability. Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

26. Successors and Assigns. The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

27. Notices. Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

28. Survival. Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

29. Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

30. No Waiver. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

31. State Law. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

32. Jurisdiction. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

33. Understanding. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

ATTACHMENT A: SCOPE OF SERVICES

TASK 1: GIS DATA MAINTENANCE (PARCEL SPLITS, CSM MAPPING, SURVEY MAPPING, ADDING ADDRESSES, CORRECTING CENTERLINES, SEPTIC MAPPING, PLSS CORNERS, AND PARCEL LINE ADJUSTMENTS, ETC.)

250 hours

- Delineate all parcel splits using CSMs, plats and other recorded documents.
- Weekly web data update. (MSA can explore automating this completely and provide a cost).
- Mapping for CSM review.
- Map new addresses issued by the County.
- Update centerlines and address ranges for dispatching as needed.
- Update County zoning data (more frequently) and municipal zoning data (less frequently).
- Legal descriptions will be mapped within 24 hours of submitting the ticket.
- *Task cost: \$25,125.00*

TASK 2: WORK WITH REPRESENTATIVES OF LOCAL COMMUNITIES TO RESOLVE ADDRESS ANOMALIES AND INCONSISTENCIES

5 hours

- When addresses are identified that don't align with County policies or E911 dispatching requirements (for both the current County system and Next Generation 911), MSA will communicate with municipal clerks to facilitate correcting the address to meet standards.
- *Task cost range: \$502.50*

TASK 3: COORDINATE WITH SHERIFF'S STAFF TO RESOLVE FILE INCONSISTENCIES FOUND DURING DISPATCH OPERATIONS INCLUDING ADDRESS AND STREET INTERSECTIONS PROBLEMS

5 hours

- When any GIS data that's used by the County's E911 dispatching is identified as being created, formatted, configured, etc. in a way that doesn't support dispatching needs, MSA will communicate with a representative from the Sheriff's department and Crossroads to correct the data to properly work with the County's E911 dispatching system (for both the current County system and Next Generation 911).
- *Task cost range: \$502.50*

TASK 4: PERFORM WEEKLY DATA UPDATES

24 hours

- MSA will continue running ESRI ArcMap models and maintaining MapServiceMXDs on a weekly basis in order to update the County's Web based interactive parcel data viewer so it is showing current information with current parcel boundaries joined to current tax data.
- MSA built these tools, so we are very familiar with them. As part of this contract, MSA will update them to current versions of ArcGIS automation methods using current Python scripting language.
- *Task cost: \$2,412.00*

TASK 5: REMOVE OLD GIS DATA

12 hours

- Includes annual BAS and Ward updates and submitting to the state.
- Create new data when requested by the County.
- Archive data and map files when requested by the County.
- *Task cost: \$1,206.00*

TASK 6: SUBMIT YEARLY TO THE STATE, PARCEL MAP DATABASE UPDATES

40 hours

- Join data exported from the County's GCS system to current parcel polygons.
- Run validation tools provided by the state to assure data meets the schema standard.
- Upload fully validated parcel data set to statewide parcel system.
- *Task cost (per year): \$4,020.00*

TASK 7: SUBMIT BI-ANNUALLY BAS AND WARD UPDATES

4 hours

- Update any changes to BAS or Voting Ward boundaries twice per year.
- Upload BAS or Voting Ward boundaries twice per year to state system twice per year.
- *Task cost (per year): \$402.00*

TASK 8: WORK WITH CROSSROADS TO IMPORT THE NG911 NENA STANDARD CLEANED UP DATA THAT WILL MATCH RICHLAND COUNTY'S GIS DATA SCHEMA **10 hours**

- MSA will work with Crossroads to assure the data they update to be NG911 compliant is incorporated back into the County source GIS.
- *Task cost: \$1,050.00*

Estimated Total Yearly Costs: \$35,220

**ATTACHMENT B:
RATE SCHEDULE
For Scoped Work**

LABOR RATES

KEY PERSONNEL	% TIME EXPECTED ON THE PROJECT	**RATE (\$/HR)
Scott Kiley, GISP Project Manager/Technical Administrator	15%	\$140
Todd Halvorson, GISP Client Liaison	5%	\$150
*Calvin Wong Project Technical Specialist	60%	\$90
*Briar Peterson Project Technical Specialist	20%	\$90

- The above rates were scoped based on 360 hours, which is the amount necessary to support the tasks identified in the above scope from 10/2/2024 to 8/15/2024 (per the original RFP).
 - These represent a discount from our standard GIS rates.
- MSA understands that this contract now has a 9-month duration (10/2/2023 to 6/30/2024). However, the above rates are locked in for the duration specified in the original RFP (10/2/2023 to 8/15/2024).
- The following rate scenarios apply if the county requests additional work within the tasks identified in the above scope
 - From 6/30/2024 to 8/15/2024, the above rates will be used under an amendment to this contract.
 - After 8/15/2024, rates will be renegotiated under a new contract.

ESTIMATED COSTS

TASK	COST
Task 1: GIS data maintenance (parcel splits, CSM mapping, survey mapping, adding addresses, correcting centerlines, septic mapping, PLSS corners, and parcel line adjustments, etc.)	\$25,125.00
Task 2: Work with representatives of local communities to resolve address anomalies and inconsistencies	\$502.50
Task 3: Coordinate with Sheriff's staff to resolve file inconsistencies found during dispatch operations including address and street intersections problems	\$502.50
Task 4: Perform weekly data updates	\$2,412.00
Task 5: Remove old GIS data	\$1,206.00
Task 6: Submit yearly to the state, parcel map database updates	\$4,020.00
Task 7: Submit bi-annually BAS and Ward updates	\$402.00
Task 8: Work with Crossroads to import the NG911 NENA Standard cleaned up data that will match Richland County's GIS data schema	\$1,050.00
SUBTOTAL	\$35,220.00

**ATTACHMENT B:
RATE SCHEDULE
For Additional Work**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$85 – \$140/hr.
Architects.....	\$70 – \$205/hr.
Community Development Specialists	\$140 – \$175/hr.
Digital Design.....	\$165 – \$180/hr.
Environmental Scientists/Hydrogeologists.....	\$100 – \$170/hr.
Geographic Information Systems (GIS).....	\$90 – \$175/hr.
Housing Administration	\$90 – \$160/hr.
Inspectors/Zoning Administrators.....	\$100 – \$120/hr.
IT Support.....	\$165 – \$180/hr.
Land Surveying.....	\$90 – \$175/hr.
Landscape Designers & Architects.....	\$70 – \$205/hr.
Planners	\$95 – \$160/hr.
Principals	\$200 – \$300/hr.
Professional Engineers/Designers of Engineering Systems	\$140 – \$175/hr.
Project Managers.....	\$145 – \$220/hr.
Real Estate Professionals	\$130 – \$145/hr.
Staff Engineers	\$70 – \$130/hr.
Technicians.....	\$90 – \$140/hr.
Wastewater Treatment Plant Operator.....	\$85 – \$105/hr.
<u>REIMBURSABLE EXPENSES</u>	
Copies/Prints	
Specs/Reports.....	\$10
Copies.....	\$0.12/page
Plots.....	\$0.006/sq.in.
Flash Drive	\$10
Dini Laser Level	\$30/per day
Drone Flight	\$375/flight
Geodimeter	\$30/hour
GPS Equipment	\$20/hour
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.75 mile standard
Nuclear Density Testing	\$25.00/day
Organic Vapor Field Meter	\$100/day
Robotic Survey Equipment.....	\$20/hour
Sonarmite	\$400/day
Stakes/Lath/Rods.....	At cost
Steam Velocity Meter.....	\$200/day
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing	At cost

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2023.

RESOLUTION NO. 23-

A Resolution Approving A Contract For Building Inspector Services Under The Uniform Dwelling Code.

WHEREAS Richland County is required by State law to conduct various building inspection services under the Uniform Dwelling Code for new homes that are constructed in the County, and

WHEREAS the County has been using the services of Wisconsin Municipal Building Inspection, LLC., whose principal is Michael T. Reuter of Platteville, since January, 2009 and the Zoning and Land Information Committee is satisfied with that firm's services, and

WHEREAS the Zoning and Land Information Committee is recommending that the County enter into a new contract with Mr. Reuter's firm for 2024 and 2025, and

WHEREAS Rule 14 of the Rules of the Board requires County Board approval for all contracts involving any expenditure of \$5,000 or more and the Zoning and Land Information Committee is presenting this Resolution to the County Board for its consideration.

NOW, THEREFORE, BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted for the County to enter into a contract with Wisconsin Municipal Building Inspection, LLC. Of Platteville whereby that firm will provide building inspector services for the County under the Uniform Dwelling Code for 2024 and 2025, and

BE IT FURTHER RESOLVED that, if the County engages the services of the firm for matters other than inspecting one and two-family dwellings, the hourly rate shall be \$60.00, and

BE IT FURTHER RESOLVED that the County Administrator is hereby authorized to sign on behalf of the County such contract in accordance with this Resolution as is approved by the Zoning and Land Information Committee, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

Ordinance No. 23-

DRAFT

Richland County Manure Storage and Management Ordinance

Manure Storage and Management

- 1-1** General Provisions
- 1-2** Definitions
- 1-3** Activities Subject to Regulation
- 1-4** Performance Standards and Prohibitions
- 1-5** Manure Storage Permits
- 1-6** Certificates of use
- 1-7** Administration
- 1-8** Violations
- 1-9** Appeals and Variances

Sec. 1-1 General Provisions.

- (1) **Authority.** This Ordinance is adopted under authority granted by sections 59.70, 59.02, 59.03, 92.15, and 92.16, Wisconsin Statutes (Stats.), and ss. ATCP 50.56 and NR 151.05, Wisconsin Administrative Code (“Wis. Admin. Code”)
- (2) **Title.** This Ordinance shall be known as, referred to, and may be cited as the Richland County Manure Storage and Management Ordinance and is hereinafter known as the Ordinance.

- (3) **Findings and Declaration of Policy.** The Richland County Board of Supervisors finds that the following conditions may threaten the county's natural and water resources, harm to the health, safety and welfare of people within the county, and adversely impact the property tax base of the county:
- (a) New and substantially altered manure storage facilities that fail to meet performance and technical standards for proper design, construction and operation.
 - (b) Existing manure storage facilities that are not properly functioning and pose unreasonable risks related to structural failure and leakage.
 - (c) Existing manure storage facilities that overtop or are operated in a manner that creates an unreasonable risk of discharge to waters of state.
 - (d) Existing manure storage facilities where no manure has been added or removed for a period of 24 months, and are not slated for future use.
 - (e) Management of manure including land application that fails to meet performance and technical standards for proper handling and land application of manure.
 - (f) Additional findings may be added.

The Richland County Board of Supervisors further finds that the technical standards developed by the USDA Natural Resources Conservation Service ("NRCS"), and performance standards, prohibitions and conservation practices codified by Wisconsin Department of Agriculture, Trade, and Consumer Protection ("DATCP") and Department of Natural Resources ("DNR"), if adopted by Richland County Board of Supervisor, provide effective, practical, and environmentally protective methods for storing and managing manure.

Richland County Board of Supervisors further finds the regulation of activities identified in this chapter will protect and promote the county's agricultural industry; prevent pollution of surface and ground water; protect the health, safety, and general welfare of the people and communities within the county; preserve the health of livestock, aquatic life and other animals and plants; advance the appropriate use of land and water conservation resources within the community; and protect the property tax base of the county.

- (4) **Purpose.** The purpose of this Ordinance is to regulate the location, design, construction, installation, alteration, operation, maintenance, closure, and use of manure storage facilities; ensure the proper application of waste and manure from all storage facilities covered by this Ordinance, and prescribe performance standards and prohibitions related to manure and other agricultural management. It is also intended to provide for the administration and enforcement of the Ordinance and to provide penalties for its violation.
- (5) **Applicability.** The permit and other requirements in this Ordinance apply to all of the unincorporated areas of Richland County.
- (6) **Interpretation.** In its interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall be liberally construed in favor of Richland County, and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes (Stats.). Unless a specific provision in this Ordinance seeks to apply requirements that are more stringent than state law, this Ordinance shall be interpreted to be consistent with ch. 92 and 281.6, Stats. and. ATCP 50 and NR 151, Wis. Admin. Code.
- (7) **Abrogation, Greater Restrictions, Severability and Repeal Clause.**

- (a) **Abrogation and Greater Restrictions.** This Ordinance is not intended to repeal, annul, abrogate, impair or interfere with any existing covenants, deed restrictions, agreements, ordinances, rules, regulations or permits previously adopted or issued pursuant to law. However, wherever this Ordinance imposes greater restrictions, the provisions of this Ordinance shall govern.
 - (b) **Severability.** Each section, paragraph, sentence, clause, word and provision of this Ordinance is severable and if any portion shall be deemed unconstitutional or invalid for any reason, such decision shall not affect the remainder of the Ordinance nor any part thereof other than the portion affected by such decision.
 - (c) **Repeal.** All other Ordinances or parts of Ordinances of Richland County inconsistent or conflicting with this Ordinance to the extent of the inconsistency only, are hereby repealed.
- (8) **Effective Date.** This Ordinance shall become effective upon its adoption by the Richland County Board of Supervisors, and publication.

Sec. 1-2 Definitions.

- (1) **“Applicant”** means any person who applies for a permit under this Ordinance
- (2) **“DATCP”** means Wisconsin Department of Agriculture, Trade and Consumer Protection.
- (3) **“DNR”** means the Wisconsin Department of Natural Resources.
- (4) **“Direct Runoff”** has the meaning in NR 151.015(7), Wis. Admin. Code. The criteria in s. NR 151.055(3), Wis. Admin. Code, will be used to predict or determine if a discharge is significant.
- (5) **“Earthen Manure Storage Facility”** means a facility constructed of earth dikes, pits or ponds.
- (6) **“Land Conservation Department”**, referred to as the “LCD”, means the county staff assigned the responsibility of enforcing and providing technical assistance for this Ordinance.
- (7) **“Land and Zoning Standing Committee (LZSC)”** is a committee made up of members of the Richland County Board of Supervisors and others who, by authority from Chap. 92, Wis. Stats., determine policy and give direction for soil and water conservation activities, and provides direction for the Land Conservation Department (LCD).
- (8) **“Manure”** means livestock excreta and the following when intermingled with excreta in normal farming operations: debris including bedding, water, soil, hair, and feathers; processing derivatives including separated sand, separated manure solids, precipitated manure sludges, supernatants, digested liquids, composted bio solids, and process water; and runoff collected from barnyards, animal lots, and feed storage areas.
- (9) **“Manure Storage Facility”** means one or more impoundments made by constructing an embankment, excavating a pit or dugout, or fabricating a structure specifically for the purpose of temporarily storing manure and related wastes. A facility includes stationary equipment and piping used to load or unload a manure storage structure if the equipment is specifically

designed for that purpose and is an integral part of the facility, and specifically includes components to transfer waste from milking centers, runoff from barnyards, and leachate and contaminated runoff from feed storage.

- (10) **“Margin of Safety”** has the meaning given in s. NR 243.03(37), Wis. Admin. Code, which means the lowest point of the top of the facility or structure.
- (11) **“Natural Resources Conservation Service (NRCS)”** is an agency of the United States Department of Agriculture which, for purposes of this Ordinance, develops and maintains a technical guide with conservation practice standards and specifications, engineering manuals and handbooks, and other technical documentation related to manure storage facilities, nutrient management plans, and other technical matters covered by this Ordinance.
- (12) **“Nutrient Management Plan”** means an annual written plan developed and implemented by a landowner to ensure the proper application of manure and other nutrients to any field, including pastures. A nutrient management plan shall meet the requirements in sec. 1-5(6).
- (13) **“Overflow”** has the meaning has the meaning given in s. NR 151.015 (15e).
- (14) **“Permit”** means the signed, written statement issued under this Ordinance authorizing the applicant to construct, install, reconstruct, extend, enlarge, substantially alter or close a manure storage facility, facility, and to use or dispose of waste from the facility.
- (15) **“Permitting Authority”** means the entity within the county government legally responsible for administering and enforcing this Ordinance. The LZSC shall have full authority for carrying out the duties under the Ordinance, including the decision making authority, unless the authority is delegated to the LCD and its employees under s. 92.09, Stats.
- (16) **“Permittee”** means any person to whom a permit is issued under this Ordinance.
- (17) **“Person”** means any individual, corporation, partnership, joint venture, agency, unincorporated association, municipal corporation, county or state agency within Wisconsin, the federal government, or any combination thereof.
- (18) **“Safety Devices”** means devices, which are designed to protect humans and livestock from the hazards associated with a storage facility.
- (19) **“Significant discharge”** means a discharge of process waste that is determined as “significant” in accordance with the criteria in s. NR 151.055(3), Wis. Admin. Code.
- (20) **Site that is susceptible to groundwater contamination”** has the meaning under NR 151.015(18) Wis. Admin. Code.
- (21) **“Stop Work Order”** means an order to cease any activity in the operation of, or construction of an activity subject to regulation.
- (22) **“Substantially altered”** has the meaning in s. NR 151.015(20), Wis. Admin. Code.
- (23) **“Technical Guide”** means the document provided by NRCS which contains technical data, including the standards referenced within this Ordinance to properly and safely locate, construct, install, alter, close, design, operate and maintain a storage facility as adopted by the Richland County in accordance with Chapter 92, Wis. Stats.

- (24) **“Technical Standard 313”** is a practice standard within the Technical Guide that covers the proper location, design, construction, installation, alteration, operation and maintenance of a manure storage facility.
- (25) **“Technical Standard 360”** is a practice standard within the Technical Guide that covers decommissioning of facilities, and/or the rehabilitation of contaminated soil, in an environmentally safe manner, where agricultural waste has been handled, treated, and/or stored and is no longer used for the intended purpose.
- (26) **“Technical Standard 520”** is a practice standard within the Technical Guide that covers pond sealing or lining compacted treatment for an impoundment with a liner constructed using compacted soils with or without soil amendments.
- (27) **“Technical Standard 521”** is a practice standard with the Technical Guide that covers pond sealing or lining, geomembrane or geosynthetic clay for an impoundment with a liner using a geomembrane or a geosynthetic clay material.
- (28) **“Technical Standard 522”** is a practice that covers pond sealing or lining, concrete for and impoundment with a liner constructed using reinforced or non-reinforced concrete.
- (29) **“Technical Standard 590”** is a practice standard within the Technical Guide that covers managing the amount, form, placement and timing of plant nutrients associated with organic wastes (manure and organic by-products), commercial fertilizers, legume crops and crop residues.
- (30) **“Technical Standard 634”** is a practice standard within the Technical Guide that covers the design, material types and quality, and installation of components such as conduits, pumps, valves, and other structures or devices to transfer manure and waste from buildings and yards and other sources to storage, loading areas, crop fields and other destinations. The standard establishes the minimum acceptable requirements for design, construction, and operation of waste transfer system components.
- (31) **“Unpermitted manure storage facility”** means a manure storage facility constructed, modified, or placed in use without first obtaining permit, including facilities constructed before (the first date of the adoption this ordinance), and may include an earthen structure or impoundment made of a concrete liner which fully or partially covers the bottom and/or the sidewalls of the impoundment.
- (32) **“Waste Transfer System”** means components such as pumps, pipes, conduits, valves, and other mechanisms installed to convey manure, leachate and contaminated runoff, and milking center wastes from livestock structures to a storage structure, loading area, or treatment area
- (33) **“Water Pollution”** means contaminating or rendering unclean or impure the ground or surface waters of the state, or making the same injurious to public health, harmful for commercial or recreational use, or deleterious to fish, bird, animal, or plant life.
- (34) **“Water Quality Management Area” or “WQMA”** has the meaning in s. NR 151.015(24), Wis. Admin. Code.
- (35) **“Waters of the State”** is the meaning specified under s. 281.01(18), Stats.
- (36) **Work Day** means Monday through Friday except County holidays.

Sec. 1-3 Activities Subject to Regulation.

- (1) **Permit Requirements.** Any person who constructs, substantially alters, changes use of or closes a manure storage facility and related transfer systems, or who employs another person to do the same, shall be subject to the permit requirements of this Ordinance in Sec. 1-5A.
- (2) **Performance Standards and Prohibitions.** Any person who owns or operates cropland or livestock facilities in this county is subject to the performance standards and prohibitions in Section 1-4, regardless of whether they received a permit under this Ordinance. This Ordinance incorporates by reference the definitions in chapters ATCP 50 and NR 151, Wisconsin Admin. Code, to the extent that they are not explicitly referenced herein.
- (3) **Safety Devices** All manure storage facilities shall be equipped with safety devices including fences and warning signs intended to protect humans and livestock from the hazards associated with such facilities. Safety devices shall be designed and installed as required by Technical Standard 313.
- (4) **Well, Road and Property line setbacks.** A manure storage facility may not be located 100 feet of any property line, or within 100 feet of the nearest point of any public road right-of-way, or within 250 feet of a well unless one of the following applies:
 - (a) The manure storage facility lawfully existed prior to the adoption of this ordinance. This paragraph does not authorize an expansion, toward a property line, public road right-of-way, or well of a manure storage facility that is located within 100 feet of that property line or public road right-of-way or 250 feet of that well.
 - (b) The manure storage facility is a single new facility constructed no closer to the relevant property line, public road right-of way or well than a manure storage facility that lawfully existed on the same lot or parcel prior to the adoption of this ordinance, provided the new facility is no larger than the existing facility and is located with 50 feet of the existing facility.

The setback measurement shall be taken from the nearest pint of the structure, including any embankment, to the nearest point of a property line, public road right-of-way, or well. The setback to a property line may be reduced if the affected neighboring landowner is in agreement and signs an affidavit sting the agreement and reduced setback distance. The affidavit must be recorded with the Register of Deeds.

Sec. 1-4 Performance Standards and Prohibitions.

- (1) **Manure Storage Facilities Performance Standards**
 - (a) Manure storage facilities constructed or substantially altered after October 1, 2002 shall be designed, constructed and maintained to minimize the risk of structural failure of the facility and minimize leakage of the facility in order to comply with groundwater standards.
 1. Storage facilities that are constructed or significantly altered shall be designed

and operated to contain the additional volume of runoff and direct precipitation entering the facility as a result of a 25-year, 24-hour storm.

2. A manure storage facility located in permeable soils or over fractured bedrock must be constructed with a liner designed in accordance with Technical Standard 313.
- (b) Closure of a manure storage facility shall occur when the livestock operation where the storage facility is located ceases operation, or manure has not been added or removed from the storage facility for a period of 24 months. Manure storage facilities shall be closed in a manner that prevents future contamination of groundwater and surface waters, and shall conform to the permit and other requirements in this Ordinance.
- (c) The owner or operator may avoid closure of a facility as required under par. (b) by demonstrating to the county that all of the following conditions are met:
 1. The facility is designed, constructed and maintained in accordance with pars(a).
 2. The facility is designed to store manure for a period of time longer than 24 months.
 3. Retention of the facility is warranted based on anticipated future use.
- (d) Manure storage facilities that pose an imminent threat to public health, fish and aquatic life, or groundwater shall be upgraded, replaced, or closed in accordance with this Ordinance.
- (e) Manure storage facilities constructed or substantially altered after October 1, 2002 may be required to comply with sub (b) and (d) without cost-sharing.
- (f) Levels of materials in manure storage facilities may not exceed the margin of safety level as defined in s. NR 151.015(13g), Wis. Admin. Code.
- (g) No livestock facility in the county shall have:
 1. Overflow of manure from storage facilities.
 2. Direct runoff from stored manure into the waters of the state.
 3. No unconfined manure stack in a water quality management area.
 4. No unlimited access by livestock to waters of the state in a location where high concentrations of animals prevent the maintenance of adequate so or self-sustaining vegetative cover. Properly designed, installed and maintained livestock or farm equipment crossings are exempt.
- (h) All owners and operators of manure storage facilities shall apply manure and nutrients to cropland according to a nutrient management plan prepared in compliance with ATPCP 50.04(3), Wis. Admin. Code.
- (2) **Cost-sharing required:** The County shall follow the requirements of chapters ATPCP 50 and NR 151, Wis. Admin. Code, to determine if a landowner of existing cropland or livestock facilities must receive a bona fide offer of cost-sharing to achieve compliance

with a performance stand or prohibitions. The county shall do all of the following, notifying the landowner regarding its determinations:

- (a) Identify the specific areas where the landowner has failed to comply with the performance standards and prohibitions and the corrective actions the landowner must pursue to achieve compliance.
- (b) Determine whether that farmland that is out of compliance is “existing cropland” or an “existing livestock facility.” If cropland or a livestock facility has been determined to be in compliance with a performance standard or prohibition, it no longer qualifies as an “existing” cropland or facility for cost-share purposes under that performance standard. If the cropland or facility later falls out of compliance with the performance standard, the landowner must restore compliance regardless of the availability of cost-sharing.
- (c) Determine whether cost-sharing is available following the requirements of ss. NR 151.09(4)(d) or NR 151.095(5)(D), Wis. Admin. Code, when funding is provided under s. 281.65 stats., and use ch. ATPCP 50, Wis. Admin. code, to make this determination when funds are from any other source.

Sec. 1-5 Manure Storage Permits.

(1) Permit Required.

- (a) No person may do any of the following without obtaining a permit in accordance with this section:
 1. Construct a new manure storage facility or substantially alter an existing manure storage facility, including the construction or substantial alteration of waste transfer systems connected to a manure storage facility.
 2. Upgrade, repair or replace a manure storage facility that has been identified as posing an imminent threat to public health, fish and aquatic life, or groundwater under Sec. 1-4.
 3. Close an existing manure storage facility, including conversion of its use, regardless of whether the facility must be closed in accordance with Sec. 1-4.
- (a) For the purposes of this section, a manure storage facility is subject to the permit requirements if:
 1. It is intended to hold an accumulation of manure within an impoundment or enclosure that is excavating or fabricated, no matter how small that accumulation may be or how long the manure is to be stored there, shall be considered a manure storage facility.
 2. It is an enclosed area for holding manure within or below a feedlot or structure for confinement of livestock.
- (b) Requirements of this Ordinance shall be in addition to any other legal requirements regulating animal waste. Specific exemptions to cost-share requirements apply to the issuance of permits. See ss. NR 151.095 (5) (b) 2. and ATPCP 50.54(2)(b), Wis. Admin. Code. In the case of conflict, the most stringent provisions shall apply.
- (c) A person is in compliance with this section if he or she follows the application and other procedures specified in this section, receives a permit and approval from the Richland County

Land Conservation Department before beginning activities subject to regulation under this section, complies with the requirements of the permit and receives any required approvals or certifications from the county. Richland County may establish a timetable for the applicant to complete required activities to ensure compliance with requirements of this ordinance.

(2) **Exception to Permit Requirement.** A permit is not required for:

- (a) Preexisting manure storage facilities, except where the facility is substantially altered.
- (b) Routine maintenance of a manure storage facility.
- (c) Emergency equipment repairs of a manure storage facility, if the following conditions are met:
 - 1. All emergency repairs on a manure storage facility or transfer system which cause any disruption of the original construction of the storage facility shall be done so as to restore the storage facility to the original state, as determined by the technical standards set forth in sub. (6).
 - 2. Such repairs shall be further reported to the Richland County Land Conservation Department within one (1) working day of the emergency for a determination on whether a permit will be required for any additional alteration or repair to the facility.
 - 3. The Permitting Authority determination shall be rendered within three (3) working days of reporting.

(3) **Fee.** All fees under this ordinance are established pursuant to a Fee Schedule duly adopted by the County Board. Copies of the current fee schedule are kept on file at the Richland County Land Conservation Department or are available from the county website. Any permit fee is payable upon submission of a permit application.

(4) **Manure Storage Facility Construction Plan and Nutrient Management Plan Required.** Each application for a permit under subsection (1)(a) 1. and 2. shall be on a form provided by the county and include plans for the storage facility (including transfer system) and the management of manure prepared in accordance with the following requirements:

- (a) A narrative of the general criteria required within Technical Standard 313, and of other applicable Technical Standards including management and site assessments. The narrative should include, but is not limited to:
 - 1. The number and type of animals for which storage is provided, the duration for which storage is to be provided, daily gallons and/or cubic feet of waste and manure produced, bedding type, and manure handling practices.
 - 2. A description and construction plan of the method of transferring animal waste into and from the facility.
 - 3. Soil test pit or boring logs and their locations with soil descriptions and test results. Soil test pit or boring criteria should follow Technical Standard 313 and characterize the subsurface (soils, saturation, and bedrock). This includes the elevation of redoximorphic features (mottling), gleyed soil and moisture condition.
- (b) A general location map drawing of the site which shall include:
 - 1. The location of structures in relation to buildings, homes, property lines, roads, wells, karst features, public or private drainage ditches and creeks, flowages,

- rivers, streams, lakes, or wetlands within one thousand (1000) feet of the proposed facility or system.
 - 2. The location of any wells within 250 feet of the facility.
 - 3. The scale of the drawing and the north arrow with the date the general location map was prepared.
 - 4. The location of any floodplains.
- (c) Engineering design drawings of the manure storage facility or transfer system which shall include:
- 1. Specific design components that shall comply with Technical Standard 313, and additional applicable Technical Standards such as 634.
 - 2. A recoverable benchmark(s) including elevation(s) expressed in feet and tenths.
 - 3. The scale of the drawings and the north arrow. The engineering design drawing shall be drawn to a scale no smaller than one (1) inch equals one hundred (100) feet.
 - 4. The date the engineering design drawings were prepared.
- (d) The structural details, including but not limited to dimensions, cross-sections, concrete thickness, concrete joint design and placement, design loads, design computations, reinforcement schedules, thickness and placement of groundwater protection liners, and all material specifications.
- (e) Provisions for adequate drainage and control of runoff to prevent pollution of surface water and groundwater.
- (f) A construction site erosion control plan.
- (g) Estimated start of construction and construction schedule.
- (h) A safety plan that identifies hazards to animals and people in the production area, and design features to minimize those hazards.
- (i) An operation and maintenance plan for installed practices.
- (j) A nutrient management plan prepared in compliance with the requirements of this Ordinance, including sub. (6).
- (k) Other additional information requested by the county to comply with this Ordinance.

(5) Manure Storage Closure Plan Required. Each application for a closure permit under subsections (1)(a)3. shall be on the form provided by the county and include a closure plan. The plan shall include:

- (a) A general location map drawing of the manure storage facility which shall include:

1. The location of the manure storage facility in relation to buildings, homes, property lines, roads, wells, karst features, public or private drainage ditches and creeks, flowages, rivers, streams, lakes, or wetlands within one thousand (1000) feet of the existing facility.
 2. The scale of the drawing and the north arrow.
 3. The date the general location map was prepared.
- (b) A description of the method and specifications in transferring manure into and from the manure storage facility to ensure proper closure of transfer systems.
- (c) Provisions to remove or permanently plug the manure transfer system serving the manure storage facility.
- (d) Provisions to remove and properly dispose of all accumulated manure in the manure storage facility in compliance with applicable Technical Standards.
- (e) For all waste impoundments, plan requirements and provisions shall be in compliance and consistent with applicable Technical Standards.
- (f) *Use conversion option.* The manure storage facility may be converted to other uses, where as it is demonstrated the conversion will not result in a degradation of ground and/or surface waters or be a threat to public health, safety or general welfare. A detailed description of intended alternative use must be described for all manure storage facility conversions for determination if conversions will be allowed.
- (g) Manure storage facility closures and conversions shall implement safety measures to ensure the protection of the public from hazardous conditions.
- (h) Any other additional information required by the County to protect water quality and achieve compliance with the requirements of this Ordinance.
- (6) **Permit Standards**
- (a) **Manure Storage Construction.** Permit applications under sub (4) shall provide sufficient documentation to demonstrate that a new or substantially altered storage facility:
1. Is designed in accordance with the following technical standards:
 - a. Technical Standard 313.
 - b. Technical Standard 634.
 - c. Other NRCS Technical Standards that may apply including but not limited to WI NRCS Pond Sealing or Lining- Compacted Soil Treatment (Code 520), Pond Sealing or Lining- Geomembrane or Geosynthetic Clay Liner (Code 521), and Pond Sealing or Lining- Concrete (Code 522).
 2. Meets the performance standards in Sec. 1-4.

- (b) **Manure Storage Closure.** Permit applications under sub. (5) shall provide sufficient documentation to demonstrate that the plan for manure storage facility closure meets Technical Standard 360.
 - (c) **Manure and Nutrient Management.** Nutrient management plans submitted under sub. (4), and sub. (5) if needed, shall comply Technical Standard 590, s. ATCP 50.04 (3), Wis. Admin. Code, and s. NR 151.07, Wis. Admin. Code.
 - (d) **Other Standards.** Other technical guides such as AWMFH or EFH may be used to evaluate compliance with the requirements of this Ordinance.
 - (e) **Incorporation of Standards and Specifications.** All standards and specifications are incorporated by reference and made part of this Ordinance. Any future amendment, revision or modification of the standards or specifications incorporated herein are made a part of this ordinance, unless the LZSC specifically affirmatively acts to a different version. Copies of all applicable standards and specifications may be obtained from the Richland County LCD or on the USDA NRCS Wisconsin website.
 - (f) **Certification.** All permit applications must include a certification provided by a qualified person whose designs and plans meet the technical standards and specifications in this subsection.
 - (g) **Variances.** Variances from these standards and specifications can only be granted in accordance with sec. 1-9 of this Ordinance
- (7) **Review of Application.** The Richland County LCD shall receive and review all permit applications and shall determine if the proposed facility meets required standards set forth in this section. Within 45 calendar days after receiving the completed application and fee, the Richland County LCD shall inform the applicant in writing whether the permit application is approved or disapproved. If additional information is required, the Richland County LCD shall so notify the permit applicant. The Richland County LCD has thirty (30) calendar days from the receipt of the additional information in which to approve or disapprove the application. No construction may commence without the final approval form issued by the Richland County LCD.
- (8) **Permit Approval Conditions.** All permits issued under this Ordinance shall be issued subject to the following conditions and requirements:
- (a) Facility and system design, construction, and closure shall be carried out in accordance with the approved plans and applicable standards.
 - (b) Permittees must obtain all required permits and authorizations before commencing construction activities.
- Note:* DNR and other permits may be needed for construction site erosion control and stormwater management, floodplain and shoreland construction, and livestock facilities with 1,000 or more animal units.

- (c) The permittee shall give five (5) working days written notice to the Richland County LCD before starting any construction activity authorized by the permit.
 - (d) Approval in writing must be obtained from the Richland County LCD prior to making any changes or modifications to the approved plans and specifications.
 - (e) Following completion of construction and prior to use, an agricultural or civil engineer registered in the State of Wisconsin or DATCP or NRCS or LCD engineering practitioner and the permittee and, if applicable, the contractor, shall certify in writing on forms provided by the Richland County LCD that all facilities and systems were installed as planned, including as-built dimensions and changes or modifications as authorized per sub. (8)(c) made during construction.
 - (f) The Richland County LCD staff may provide onsite inspection and shall provide final approval, via a Certificate of Use, for all construction projects conducted under a permit issued under this Ordinance. To receive final approval, Certificate of Use, a manure storage facility must be fully constructed as designed including the marking of the maximum operating level and implementation of all safety devices.
 - (g) No permitted manure storage facility may receive manure until the county provides its final approval. No manure may be emptied from permitted manure storage facility until the county approves the nutrient management plan submitted by the applicant.
- (9) Permit Expiration.** All activities authorized by a permit shall be completed within two (2) years from the date of issuance after which time such permit shall be void.
- (10) Permit Revocation.** In addition to any other actions authorized under this ordinance, the Richland County LCD may revoke any permit issued under this Ordinance if the holder of the permit has misrepresented any material fact in the permit application, plan or specification, or if the holder of the permit violates any of the conditions of the permit. The decision of the Richland County LCD may be appealed to the Land and Zoning Standing Committee.

Sec. 1-6 Certificate of Use.

- (1) **Certificate Purpose.** The purpose of a certificate of use is to monitor and regulate the operation of a manure storage facility and adequacy of related nutrient management practices.
- (2) **Certificate Requirement.** No person may operate or use a manure storage facility permitted under this Ordinance unless the person has a valid certificate of use for the storage facility or portion of the storage facility that is being operated or used.
- (3) **Issuance.** The Richland County LCD may issue a certificate of use upon the operator's compliance with conditions in Sec. 1-5(8) and the certificate shall remain in effect for as long as the manure storage facility is operated.
- (4) **Operating Requirements.** The operator of a manure storage facility is in compliance with the certificate of use if the person does all of the following:
 - (a) Updates and follows an annual nutrient management plan that complies with

requirements in this Ordinance, and covers all manure land applied from the manure storage facility issued a certification of use.

- (b) Provides a nutrient management plan checklist annually by May 1st to the Richland County LCD by a specified date to document compliance with ordinance requirements. The Richland County LCD may ask the operator to submit the documentation to substantiate the planner's answer to one or more questions on the nutrient management checklist. The Richland County LCD may take appropriate action authorized by this Ordinance if the submitted documentation does not reasonably substantiate a checklist answer.
 - (c) Properly operates the storage facility in accordance with performance standards and prohibitions in sec. 1-4 and is consistent with the recommended operating methods as defined by the Technical Guide, AWMFH and EFH.
 - (d) Properly maintains the storage facility free from visible and serious damage, erosion, or deformities that would impair the facility's safety or function as determined by the Technical Guide, AWMFH, and the EFH.
 - (e) Properly maintains the safety devices for a manure storage facility.
 - (f) Provides the Richland County LCD proof of compliance with the requirements in (3) c. and d. upon request and submits to periodic inspections of the storage facility with advance notice from the Richland County LCD.
 - (g) Develops and implements a plan for closure of the manure storage facility when the operator ceases use of the facility or closure is required based on conditions specified in this ordinance.
 - (h) Other conditions: (1) Require an inspection before transfer of the certificate of use as part of the sale of farm; (2) May be charged a reasonable fee to recover inspection costs incurred by the county; (3) Exclusion of human waste from storage
- (5) **Certificate Revocation.** In addition to any other actions specified under this ordinance, the Richland County LCD may revoke a certificate of use if there is a misrepresentation of any material fact in the documents submitted in connection with the certificate use, a misrepresentation of any material fact in the management plan, a failure to submit required documentation or allow inspection, a condition that immediately threatens public health and safety, or for multiple or repeat violations of this ordinance. The operator will be immediately provided written notice of the revocation and the reasons for the revocation. No manure may be added or removed from a manure storage facility whose certificate has been revoked.

Sec. 1-7 Administration and Enforcement

- (1) **Delegation of Authority.** The Richland County Board of Supervisors/LZSC hereby designates the County Conservationist as the permitting authority, and delegates the authority to administer and enforce this Ordinance. This delegation may be modified.
- (2) **Administrative Duties.** In the administration and enforcement of this Ordinance, Richland

County LCD shall:

- (a) Keep an accurate record of all permit applications, animal waste facility plans, nutrient management plans, permits issued, inspections made, and other official actions.
 - (b) Review permit applications and issue permits in accordance with Section 1-5 of this Ordinance.
 - (c) Conduct, or cause to conduct, inspections of manure storage facilities to determine if the facility construction, closure or operation meet the requirements of this Ordinance.
 - (d) Conduct, or cause to conduct, reviews of the nutrient management plans and their implementation.
 - (e) Implement the performance standards and prohibitions in accordance with Section 1-4 of this Ordinance.
 - (f) Review certificate applications and issue certificates of use in accordance with Section 1-6 of this Ordinance.
 - (g) Investigate complaints relating to compliance with the requirements of this Ordinance and act upon the findings in accordance with provisions of this Ordinance.
 - (h) Perform other duties as specified in this Ordinance.
- (3) **Inspection Authority.** The Richland County LCD or that person's representative, is authorized to enter upon any lands affected by this Ordinance to inspect the land, and request records to determine compliance with this Ordinance including inspection of sites prior to or after the issuance of a permit or certificate, and sites with unpermitted storage facilities. See s. 92.07(14), Stats. If permission cannot be received from the applicant or permittee, entry by the Richland County LCD or that person's representative may proceed in accordance with Sec. 66.0119, Stats. Refusal to grant permission to enter lands affected by this Ordinance for purposes of inspection shall be grounds for permit denial or revocation. The county may take any action authorized by this Ordinance to enforce this right of inspection.
- (4) **Enforcement Authority.** In addition to the authority to revoke permits and certificates specified in this Ordinance, the Permitting Authority. is authorized to issue Stop Work Orders for development that has started without a required permit or approval. Notice is given by mailing a copy of the order or delivering it in person to the person whose activity is in violation of this Ordinance. The order shall specify that the activity must cease immediately or be brought into compliance within a period of time agreed upon by the Permitting Authority.
- Any permit renovation or order stopping work shall remain in effect unless retracted by the Land and Zoning Standing Committee; or until the activity is brought into compliance with this Ordinance.
- Where an after-the-fact permit is required in order to bring the activity into compliance, there may be an additional fee as established by Count Board resolution
- (5) **Permit Revocation.** Any permit revocation or order stopping work shall remain in effect

unless retracted by the appropriate authority (Land and Zoning Standing Committee, the County Conservationist, or by a court of general jurisdiction); or until the activity is brought into compliance with this Ordinance. The Richland County LCD is authorized to refer any violation of this Ordinance or of any stop work order issued pursuant to this Ordinance to the Corporation counsel or district attorney for commencement of further legal proceedings.

- (6) **Abatement Order Authority.** The Richland County LCD may issue an order to abate any violation of this Ordinance with proper authorization. In the event an offense is not abated as ordered, the county may take such action as is necessary to abate the offense and the cost of such abatement will become a lien upon the person's property and may be collected in the same manner as other taxes.
- (7) **Citation Authority.** Upon receipt of a verified report and request from the Richland County LCD, the Sheriff or other authorized person shall issue a citation to a violator pursuant to law for violations of this Ordinance.
- (8) **NR 151 Procedures:** The (permitting authority) may follow the procedures in Wis. Admin. Code NR 151.09 to implement and enforce the cropland performance standards and the procedures in Wis. Admin. Code NR 151.095 to implement and enforce the livestock performance standards
- (9) **Referral Authority.** The Richland County LCD may refer a violation of this ordinance to Corporation Counsel to pursue legal action including but not limited to the enforcement of any part of this Ordinance through injunctions or restraining orders.
- (10) **Other Lawful Remedies.** Nothing in this section may be construed to prevent the county from using any other lawful means to enforce this Ordinance.

Sec. 1-8 Violations and Penalties.

- (1) It is unlawful for a person to violate any provision of this ordinance or any condition contained in a permit or certificate issued pursuant to this Ordinance.
- (2) It is unlawful for any person to knowingly provide false information, make a false statement, or fail to provide or misrepresent any material fact to a county agent, board, commission, committee, department, employee, officer, or official acting in an official capacity under this ordinance
- (3) It is unlawful for a person to disobey; fail, neglect, or refuse to comply with; or otherwise resist an order issued pursuant to this Ordinance.
- (4) A separate offense is deemed committed on each day that a violation occurs or continues.
- (5) Except as provided in sub. (6), a person will, upon conviction for a violation of this ordinance, shall be subject to a forfeiture listed under County Code of Ordinance, for each violation.
- (6) The minimum and maximum forfeitures specified in this section are doubled for a person who is convicted of the same violation of this Ordinance within a 24-month period.

Sec. 1-9 Appeals and Variances

- (1) **Appeals.** (a) Under authority of Chapter 68, Stats., the Richland County Board of Adjustment (or is it Land and Zoning Standing Committee), created under Section 59.99, Stats., and under Richland County Code of Ordinances, and acting as an appeal authority under Section 59.99(7)(a), Wis. Stats., is authorized to hear and decide appeals where it is alleged that there is error in any order, requirement, decision, or determination by the Richland County LCD in administering this Ordinance.
- (b) Any person having a substantial interest, which is adversely affected by the order, requirement, decision, or determination made under this ordinance may file an appeal.
- (c) All appeals shall specify written evidence and the reason for the request, including which requirements from this Ordinance are involved, and shall be filed via certified mail.
- (d) The Richland County Board of Adjustment (or is it Land and Zoning Standing Committee) shall set a meeting to hear the appeal within ten (10) calendar days of receipt of the appeal.
- (e) A written decision shall be mailed to the appellant within thirty (30) days of the appeal. The decision will affirm, deny, or modify the initial determination.
- (f) The rules, procedures, duties, and powers of the Richland County Board of Adjustments (or is it Land and Zoning Standing Committee) and Chapter 68, Wis. Stats., shall apply to appeals filed under this section.
- (2) **Variances** (a) The Richland County Board of Adjustments (or is it Land and Zoning Standing Committee) may upon appeal authorize a variance from the requirements of this ordinance when, upon showing by the applicant, unnecessary hardship would result from literal enforcement of this Ordinance.
- (b) A variance shall:
1. Be consistent with the spirit and purpose of this ordinance.
 2. Be based on unique circumstances and not to the general conditions of the area.
 3. Not be granted for a self-created hardship.
 4. Not permit an activity or practice that may fail structurally or otherwise and cause significant water pollution or other off-site impacts.
 5. Not be granted if the variance will result in an outcome that is contrary to the public interest and be damaging to the rights of other persons.
 6. Not be granted solely on the basis of economic gain or loss.
 7. Not be granted solely on the fact that certain conditions existed prior to the effective date of the ordinance
- (c) No variance from the standards in Technical Guide may be approved unless the county receives a variance or waiver from the technical standards through the NRCS or other qualified engineering authority. If public funds are involved, this may be a program requirement.
- (d) No variance from the performance standards and prohibitions in sec. 1-4 may be granted unless the county complies with the variance requirements specified in s. NR 151.097, Wis. Admin. Code, and receives approval from the Department of Natural Resources. Requests for a variance shall be made in writing and shall provide information documenting the following:
1. Compliance with the performance standard or technical standard is not feasible due to site conditions.
 2. The landowner or operator will implement best management practices or other corrective measures that ensure a level of pollution control that will achieve a level of water quality protection comparable to that afforded by the performance standards in ch. NR 151,

3. The landowner or operator or their agents or assigns did not create the conditions for which the variance is requested.

Date: _____

Passed: _____

Published: _____

Marty Brewer, Chairman
Richland County Board of Supervisors

ATTEST:

Derek Kalish
Richland County Clerk

ORDINANCE OFFERED BY THE LAND AND ZONING STANDING COMMITTEE

	<u>FOR</u>	<u>AGAINST</u>
Melissa Luck	_____	_____
Linda Gentes	_____	_____
Dave Turk	_____	_____
Steve Carrow	_____	_____
Julie Fleming	_____	_____
Dan McGuire	_____	_____

Overall changes from 2008 Manure Storage Ordinance

1. Removed minimum size where ordinance is enforceable. Any size storage is covered.
2. Updated Technical standards that must be met. New standards have been developed since the 2008 ordinance.
3. Removed the permit fees as Administration is developing a fee schedule
4. Clarified the state Performance Standard requirements and when they apply
5. Updated the Certificate of Use to clarify what is required before it is issued. Also that it can be revoked if requirements aren't met
6. Add some new definitions

RESOLUTION NO. 23-

A Resolution Approving The Land and Zoning Standing Committee Applying For And Accepting A Lake Monitoring And Protection Grant From The Wisconsin Department Of Natural Resources.

WHEREAS the Land and Zoning Standing Committee and the County Conservationist, Ms. Cathy Cooper, have recommended that the Committee be granted authority to apply for a Lake Monitoring and Protection Grant from the Wisconsin Department of Natural Resources to pay for staff time and supplies relating to aquatic invasive species projects in the County and .

WHEREAS Rule 14 of the Rules of the Board requires County Board approval for any department of County government to apply for and accept a grant.

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application;

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted for the Land Conservation Committee to apply for a Lake Monitoring and Protection Grant from the Wisconsin Department of Natural Resources in the amount of up to \$8560.00 to pay for staff time and supplies for aquatic invasive species projects in the County, and

BE IT FURTHER RESOLVED, that the Richland County Land Conservation Department will meet the financial obligations necessary to fully and satisfactorily complete the project and hereby authorize and empowers the following employees to submit the following documents to the Wisconsin Department of Natural Resources for the financial assistance that may be available:

<u>Task</u>	<u>Title of Authorized Representative</u>
Sign and submit a grant application	County Conservationist
Enter into a grant agreement with the DNR	County Conservationist
Submit quarterly and/or final reports to the DNR to satisfy the grant agreement, as appropriate	County Conservationist
Submit reimbursement request(s) to the DNR no later than the date specified in the grant agreement	County Conservationist

BE IT FURTHER RESOLVED that there is no County match required for this grant and approval is hereby granted for the grant funds to be spent in accordance with the terms of the grant and the County Conservationist, Ms. Cathy Cooper, is hereby authorized to sign on behalf of the County any documents needed to carry out this Resolution, and

BE IT FURTHER RESOLVED that the applicant will comply with all local, state and federal rules, regulations and ordinances relating to the project and the cost-share agreement, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

AYES_____NOES_____

RESOLUTION_____

RESOLUTION OFFERED BY THE
COUNTY BOARD MEMBERS OF THE
LAND & ZONING STANDING COMMITTEE

FOR AGAINST

MELISSA LUCK
LINDA GENTES
STEVE CARROW
DAN MCGUIRE

DEREK KALISH
COUNTY CLERK

DAVE TURK
JULIE FLEMING

DATED