



Richland County

Land & Zoning Standing Committee

November 20, 2023

NOTICE OF MEETING

Agenda

Please be advised that the Richland County Land & Zoning Standing Committee will convene at 3:00 p.m., Monday, November 27, 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 **November 6** minutes
5. *Zoning petitions
 - a. Burns petition
 - b. Koenig Industries petition
6. * Ithaca Township Weldon rezone
7. Wildlife Damage Program
 - a. Set crop prices
 - b. Set 80% harvest date
8. Discussion and possible action on wording RV/Campers in an Ag/Res district
9. Office System tech position update
10. Land Conservation/Zoning departments reorganization discussion and possible action
11. *2024 meeting schedule
12. *Manure Storage Ordinance review and possible action
13. Cost-share agreement
 - a. *Tyler and Jennifer Chrisinger
14. 2024 Wisconsin Land information Grant Application
15. ESRI Licensing Purchase
16. Catalis Permit Database Contract
17. Dark Skies pamphlet
18. Public Comment
19. Future agenda items
20. Adjournment

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

Amended agenda 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
November 6, 2023**

The November 6, 2023, Land & Zoning Standing Committee meeting was called to order 3:01 p.m. by Chair Melissa Luck in the County Board Room of the Richland County Courthouse. Present were Linda Gentes, Julie Fleming, Steve Carrow, and Dave Turk (via Webex). Dan McGuire was absent. Also present were Candace Pesch, Cheryl Dull, Cathy Cooper, Julie Lins, John Couey, Darby Blakely, Rich and Diane McCollough and Robert Payne.

#2 & #3 Proof of Notification and agenda Approval- Julie Fleming moved to approve the agenda and proof of notification. Seconded by Linda Gentes. All said aye. Motion carried.

#4 Minutes-Julie Fleming moved to approve the minutes of the October 2, 2023 meeting. Seconded by Steve Carrow. All said aye. Motion approved.

#5a Blakely Petition- Darby Blakely was present. Mr. Blakely disagrees with the parcel map showing the driveway for another parcel going through his property. As far as the township approval, he said he had sent it to Mike Bindl's email in August. Cheryl said she never received it. Candace Pesch looked on line at the Forest township minutes and said it was approved. After much discussion. Julie Fleming moved to approve rezoning the parcel in Forest Township from Ag/Forestry to Residential 2. Seconded by Steve Carrow. All said aye. Motion approved.

#5b Klitzke, Meyer and Demars petition- Karen Judd was present. They would like to split off the buildings and improvements and sell the rest of the property with an easement across the buildings parcel. It has been approved by the township. Cheryl Dull has received the certified survey. Julie Fleming moved to approve rezoning the from Ag Forestry to Ag/Residential in Buena Vista township. Seconded by Linda Gentes. All said aye. Motion carried.

#5c McCollough petition- Rich and Diane McCollough were present. They are splitting land and putting a manufactured home on one of the parcels. A CSM has been completed and the rezone has been approved by the township. Julie Fleming moved to approve rezoning 2.06 acres in Buena Vista township and a Conditional Use Permit to put a manufactured home on the parcel. Seconded by Linda Gentes. All said aye. Motion carried.

#5d Payne petition- Robert Payne was present. He wants to build a secondary accessory building on an R-2 lot. Julie Fleming moved to approve the Conditional Use permit for his property in Richwood Township. Seconded by Steve Carrow. All said aye. Motion carried.

#6 Discussion and possible action on wording of "Temporary" for campers in an Ag/Res district- Cheryl Dull presented potential clearer definition for the word temporary. Discussion followed. The committee wants to have this definition looked at the next committee meeting and to have Mr. Windle look it over.

#7 Discussion and possible action of compensation for Assistant Zoning Administrator/Sanitarian due to increased duties- Cheryl Dull has been doing a lot of extra work. Melissa Luck said that it is on the next finance Committee meeting. Candace Pesch said that the it has to be carefully worded for certain circumstances

#8 Office System Tech position discussion and possible action- The job has been posted and there are 5 applicants so far.

#9 Land Conservation/Zoning departments reorganization and possible action-Melissa Luck has been asking other counties as to how they are combining Land Conservation and Zoning. Candace Pesch said she has been asking also. The committee members also would like to know what certifications are needed for each job, what other counties are doing and also talk with the staff. Linda Gentes suggested that the committee may want to hold a special meeting in December to discuss.

#10 2024 meeting schedule- The committee looked over the schedule. It was mentioned that starting in April next year the County Board meeting will be held on the 3rd Monday instead of the 3rd Tuesday. Cheryl will take that into consideration and update the schedule.

#11 Cost-share contracts- Cathy Cooper presented a cost-share agreement for Manneo Dairy for cover crops for \$9987. Steve Carrow moved to approve the Manneo Dairy cost-share agreement. Seconded by Linda Gentes. All said aye. Motion carried.

#12 Manure Storage Ordinance- Cathy Cooper presented the update manure storage ordinance. Melissa Luck questioned the wording on unconfined manure facilities. Cathy will check with other counties to see if and how they are addressing this issue.

#13 Ash Creek Community Forest- Cathy Cooper talked with a consulting forester about to find out approximate costs of having a management plan completed. He charges \$400 plus \$10 per acre or \$65 per acre. The committee asked if the plan should be done before a timber sale was held. Cathy suggested that it should be done this way so that the sale is completed in a sustainable way.

#14 Zoning office report- Cheryl Dull reported that she has issued 17 land use permits and 9 sanitary permits. She will be sending out the non-metallic mine reports soon.

#15 Public Comment- none

#16 Future agenda items- the definition of Temporary, the manure storage ordinance, reorganizing of the departments. For January to include the short-term rentals, Ash creek community Forest management plan and the Dark Skies pamphlet.

17 Julie Fleming moved to adjourn. Seconded made by Linda Gentes. All said aye. Motion carried. Meeting adjourned at 4:29 p.m.

Respectfully submitted,

Cathy Cooper

Cathy Cooper
Secretary pro temp
Land & Zoning Secretary

Customer # 1067

Petition # RZ2023-032

COUNTY OF RICHLAND ZONING COMMITTEE NOTICE OF PETITION

Original Owner: _____

(I) (We) First Name(s) **Mike & Bev** Last Name **Burns** Phone **(608) 647-8292**

Address **20375 Tuckaway Valley Rd** 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 1134-2000**

Qtr **SE** Qtr **SW** Section **11** Town **10N** Range **1W** Township **DTN** # of acres **18.38**

Lot _____ Block _____ Subdivision _____ # of Acres Approved **0.00**

Present Use **Residential (will be permitted), accessory buildings, well, septic (new tank to be installed)**

Present Improvements **Same**

Proposed Use **Same**

Legal Description **All of the SE¼ of the SW¼ of Section 11, Town 10 North, Range 1 West, Richland County, WI, lying Southerly of Tuckaway Valley Rd**

Petition Filed **10/17/2023** Petitioner Notified **11-8-23** Rezone Decision _____ Ordinance # _____

Catagory **Rezoning** Town Notified **11-8-23** CUP Decision _____ CB Date _____

Fee Amount **\$500.00** **Township Approval** CUP Expires _____ CB Decision _____

Meeting Date **11/27/2023** Decision Date **10/25/23** SUP Decision _____ Amendment # _____

Comments _____

County Clerk Approval

(Signed) Appellant(s) or Agent(s) *Michael D Burns*

Owners	Title	Address	City	Sta Zip
MICHAEL D & BEVERLY P BURNS		20375 TUCKAWAY VALLEY ROAD	RICHLAND CENTER	WI 53581
KARI JO BRUCKNER-RADKE		26708 MIDVALE RD	WILTON	WI 54670
KENT L & LYNNETTE J BRUCKNER		23757 COUNTY HWY ZZ	RICHLAND CENTER	WI 53581
BEVERLY J BURNS & BRIAN E PITTMAN		E3435A COUNTY HWY JJ	SPRING GREEN	WI 53588
JOHNATHAN & JEANA E THOMAS		20840 TUCKAWAY VALLEY RD	RICHLAND CENTER	WI 53581
GARY G & ELLEN A (TRUST) CHATTEN		1206 MONICA LN	MADISON	WI 53704
MARVIN R & SHARON J BUROKER		1615 WEDGEWOOD DR	RICHLAND CENTER	WI 53581
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

A 8
M 6

Monthly Board Meeting

October 25, 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 Monson to approve the minutes with an adjustment to change things for the salt sand shed to salt and sand mix second by Lingel; motioned carried.

Treasurer's Report- The August checking ending balance is \$26,247.98 the money market ending balance is \$289,457 the tax account ending balance is \$781.81, and Westby Co-Op \$89,356.16. Motion by Lingel with a second by Monson. All aye carried.

New Business

- Burns rezoning- Motion by Kurt Monson to rezone from Ag/Forestry to Ag/Residential with a second by Jim Lingel. All aye carried.
- Patrolman Position- Discussion on looking for a patrolman, looking for a part-time or full-time person. There has been some interest in the position. Clark motions to put an ad in the Shopper for two weeks or until position is filled with a resume. For questions email the townofdayton@gmail.com
- 2024 Budget- Jessica reviewed the budget proposal for the township. The board thought the budget looked good and we will post a budget meeting at 6:00 pm on November 29th at 6:00 pm with the monthly board meeting immediately following.
- Thank you Kerry Gies

Old Business

- Coramax Fence Viewing- Working with the Towns Association on guidance.
- Sand shed- Project on hold

Driveway Permit

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 Lingel motion carried.

Clerks Report: NA

Patrolman report- WISLR road ratings are due, Gies sent it to the Clerk. Will want to review handbook. Mower leaking oil the pump and motor need seals replaced on hydraulic. New plow should have carbides, spring in V-plow should be replaced. Did not order salt or sand this year, Gies usually calls Randy Olson and mixes and sand and salt together. Kerry left lots of notes for the board with numbers and items and a list of items Kerry takes care of. Kerry said he will come back if the board wants and give a rundown to new patrolman to show where everything is and what needs to be taken down. Pump in furnace as an example, filters are down there and can be put in (2 filter, leave the doors open or pipe will freeze). People and phone numbers for contacts at least once or twice a year. Employee handbook updated for funeral pay, grievance pay, insurance, etc... Yellow and white on desk has road ratings and seal coating information there is an annual training on this as well. Titles in file cabinet in town hall for their own file. Carb numbers are written on back of the carb. Chainsaw might not be worth fixing, need some items fixed over \$150 should throw and get a new one. The laptop he will bring down to the town hall. WISLR has a road program and Josh Elder has one and can organize the roads for the township.

Chairperson Clark reviewed the November calendar of events

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

Respectfully submitted by Jessica Laeseke, Clerk

BEVERLY J BURNS &
BRIAN E PITTMAN
- 00811310000 - 42.566292

BEVERLY J BURNS &
BRIAN E PITTMAN -
00811341000
- 25.860039

BEVERLY J BURNS &
BRIAN E PITTMAN
- 00811433000
- 13.948977

KENT L & LYNNETTE
J BRUCKNER -
00811332000 - 42.930104

20375
TUCKAWAY
VALLEY RD

Dayton

MICHAEL D & BEVERLY
P BURNS -
00811342000 - 18.385544

GARY G & ELLEN
A (TRUST) CHATTEN
- 00811431000 - 4.480261

MARVIN R & SHARON
J BUROKER -
00814221000 - 44.520888

MARVIN R & SHARON
J BUROKER -
00814211000 - 48.419047

GARY G & ELLEN A
(TRUST) CHATTEN
- 00814120000
- 30.714271

205660

LAND CONTRACT

Individual and Corporate (TO BE USED FOR ALL TRANSACTIONS WHERE OVER \$25,000 IS FINANCED AND IN OTHER NON-CONSUMER ACT TRANSACTIONS)

VOL 226 PAGE 758

RECORDED

AT 2:25 O'CLOCK P.M.

APR 16 1992

Vol 226 of Records PAGE 758-759

BY SY MILLER, REGISTER OF DEEDS

RICHLAND COUNTY, WISCONSIN

BY Susan Briggs, Deputy

RETURN TO grantee Rt. 1, Box 5 R.C.

Contract, by and between Betty M. Pittman

whether one or more) and Michael D. Burns and Beverly Pittman Burns, husband and wife as survivorship marital property ("Vendor", "Purchaser", whether one or more).

Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this contract by Purchaser, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called the "Property"), in Richland County, State of Wisconsin:

Tax Parcel No.

All of the SE 1/4 of the SW 1/4 of Section 11, Town 10 North of Range 1 West, Richland County, Wisconsin, lying Southerly of Tuckaway Valley Road.

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

Purchaser agrees to purchase the Property and to pay to Vendor at her direction the sum of \$50,000.00 in the following manner: (a) \$ None at the execution of this Contract; and (b) the balance of \$50,000.00, together with interest from date hereof on the balance outstanding from time to time at the rate of 8 1/2 per cent per annum until paid in full, as follows:

\$355.00 per month commencing October 1, 1990 and on the 1st day of each month thereafter until September 1, 2005, at which time the entire principal balance together with all interest shall be paid in full. In addition to the monthly payments, Purchasers shall pay the sum of \$1,000.00 on the 1st day of September in each of the first five years during the term of this Contract, the sum of \$2,000.00 on the 1st day of September in each of the next five years during the term of this Contract, and \$3,000.00 on the 1st day of September in each of the last 5 years during the term of this Contract. These payments shall be applied to principal only.

Provided, however, the entire outstanding balance shall be paid in full on or before the 10th day of (the maturity date)

Following any default in payment, interest shall accrue at the rate of 8 1/2 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably anticipated annual taxes, special assessments, fire and required insurance premiums when due. To the extent received by Vendor, Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of taxes, assessments and insurance will be deposited into an escrow fund or trustee account, but shall not bear interest unless otherwise required by law.

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any amount may be prepaid without premium or fee upon principal at any time after the date hereof, 19 (OR) there may be no prepayment of principal without permission of Vendor.

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as first specified above; provided that monthly payments shall be continued in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except:

Vendor shall furnish Purchasers an Abstract or Title Insurance at Vendor's option, at request of Purchasers. Vendor shall be responsible for furnishing good merchantable title to the real property at the time the purchase price is paid in full.

Possession was delivered to Purchasers prior to July 1, 1990 and the 1990 Real Estate Taxes shall be prorated by and between the parties as of July 1, 1990.

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall be retained by Vendor until the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property on 19

*Cross Out One.

See: PR Deed Vol 1 510 4402

Customer # 2673
Petition # RZ2023-033

COUNTY OF RICHLAND ZONING COMMITTEE NOTICE OF PETITION

Original Owner: Koenig

(I) (We) First Name(s) Richard Koenig Last Name Koenig Industries Phone (608) 986-5941 Seller
Address W188 N11820 Maple Rd City Germantown State WI Zip 53022

First Name(s) Alex Last Name Weber Phone Petitioner
Address 143 W. Goodland St City Sun Prairie State WI Zip 53590

hereby petition the Richland County Zoning Committee for a:

- Rezone from Agriculture/Forestry Rezone to Residential 2
- CUP to permit
- SUP to permit
- Other

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

Present description of the property involved in this petition is as follows: Parcel # 52032 0234-1000

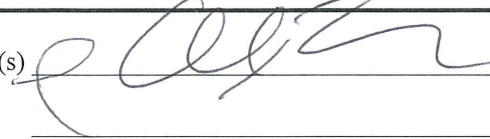
Qtr SE Qtr SW Section 2 Town 11N Range 2E Township WIL # of acres 38.00
Lot Block Subdivision # of Acres Approved 0.00

Present Use Residence, Garage, Well & septic
Present Improvements Residence, Garage, Well & septic
Proposed Use Same
Legal Description CSM to come

Petition Filed	10/25/2023	Petitioner Notified	11-8-23	Rezone Decision		Ordinance #	
Category	Rezoning	Town Notified	11-8-23	CUP Decision		CB Date	
Fee Amount	\$500.00	<input checked="" type="checkbox"/> Township Approval		CUP Expires		CB Decision	
Meeting Date	11/27/2023	Decision Date	11-3-23	SUP Decision		Amendment #	

Comments Survey out approximately 3 acres with residence to sell

County Clerk Approval

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

Owner	Title	Address	City	Sta Zip
KOENIG INDUSTRIES INC		W188N11820 MAPLE ROAD	GERMANTOWN	WI 53022
Alex Weber		143 W Goodland St	Sun Prairie	WI 53590
BARBARA L HOLLAY		16105 CONCORD DR	CAZENOVIA	WI 53924
BRITTANY M CAYSE		612 1/2 OAK ST APT 2	BARABOO	WI 53913
CEMETERY		181 W SEMINARY ST	RICHLAND CENTER	WI 53581
CHESTER KLEPACZ		1248 N NOBLE ST	CHICAGO	IL 60622
CONCORD CHURCH & CEMETERY		181 W SEMINARY ST	RICHLAND CENTER	WI 53581
DIANE K SCOTT		6110 IMPERIAL DR	WAUNAKEE	WI 53597
GREENE ACRES LLC		33428 PREGAL HILL RD	HILLPOINT	WI 53937
GREGORY P & DAWN S KIEFER		17476 STATE HWY 58	CAZENOVIA	WI 53924
HEMLOCK BLUFFS TRUST		32291 SMYTH HOLLOW RD	CAZENOVIA	WI 53924
JOHN H & VIRGINIA M WASTLICK		15641 CONCORD DR	CAZENOVIA	WI 53924
KONRATH LIVING TRUST		6690 ALPINE DR	WEST BEND	WI 53090
LASSE FAMILY FARM GETAWAY LLC		25790 COUNTY HWY T	HILLPOINT	WI 53937
LYLE E & JAN M HOLLOWAY		31799 COUNTY HWY S	CAZENOVIA	WI 53924
MARLENE L FULLER		30527 HAPPY HOLOW EAST RD	CAZENOVIA	WI 53924
SCHMITZ INDUSTRIAL PROPERTIES LLC		1933 PASO ROBLE WAY	MADISON	WI 53716
STATE OF WISCONSIN (DNR)		101 S WEBSTER ST PO BOX 7921	MADISON	WI 53707
WALNUT RUN FARM LLC		529 RIDGE	WILMETTE	IL 60091
WALTER D FRY		16047 FRY DR	CAZENOVIA	WI 53924
Ken Rynes	Supervisory District 6	20391 Buckto Hill Rd	RICHLAND CENTER	WI 53581
Lauren Moe	Willow Township Clerk	17798 State Hwy 58	CAZENOVIA	WI 53924

A 22
N 18

TOWN OF WILLOW
Friday, November 3rd, 2023
6:00 PM

ATTENDANCE: Tim Willis, Dave Fry, Richard Wiedenfeld, Deb Dickey, Lauren Moe.

CITIZENS PRESENT: Randy Moe, Dennis Dorrow.

CALL TO ORDER: Tim Willis at 6:23 pm.

READ & APPROVE AGENDA: Read by Willis. Motion by Fry, 2nd by Wiedenfeld. Motion carried.

READ & APPROVE MINUTES: Emailed and hard copy provided by Lauren Moe. Motion by Wiedenfeld, 2nd by Fry to accept. Motion carried.

ZONING: Tim Willis spoke on behalf of Koenig Industries. Koenig Industries is wanting to rezone a 3.5-acre parcel where Ellen Backes resides prior to the sale of their property which may occur in December of 2023. Motion by Fry to approve re-zoning the 3.5-acre parcel to a Residential 2 zone. 2nd by Wiedenfeld. Motion carried.

BILL PAYING: Motion by Fry, 2nd by Wiedenfeld to approve orders 23201-23219. Motion carried.

ROADS & BRIDGES: Tim Willis spoke with Pat from D.L. Gasser regarding overages on the bill for paving Hustler's Ridge, Quackenbush, and Roger Drive. Tim and Randy confirmed that the overages were due to extra blacktop needed on Hustler's Ridge, Quackenbush, and Roger Drive. Randy also discussed different options to repair Robin Hollow, which would include possible wedging next year and seal coating the following year, rather than paving the entire roadway due to it being a less travelled roadway. Randy also suggested that Spencer Hill Road be seal coated as it was starting to deteriorate.

FIRE & AMBULANCE: Fry gives update for RCFD – They will be discussing budget and insurance at the next meeting. The department has done many demonstrations and educational events for different groups recently. The Quick Response truck was donated by Cardinal CG, fully equipped.

Willis gives update for CARFA- The Village of Lime Ridge has asked to be annexed into the district due to the high cost of being in the Reedsburg district. There will be future meetings and discussion on whether they will be able to provide services to the Village of Lime Ridge. Willis also reported that the district has been putting money into a fund for a new truck yearly.

PUBLIC INPUT: Wiedenfeld attended the WTA meeting where Lieutenant Czys did a demonstration with K9 Rambo. Wiedenfeld also reported that a Bill is being discussed to allow local governments to reduce speed limits by 20 mph on local roads compared to the current maximum reduction of 10 mph. Fry noted that someone had poured an approximate 2ft x 4ft foundation at the Wildermuth Cemetery, but no one from the Township had been informed about it or knew who had poured the foundation.

NEXT MEETING: December 6, 2023 at 6:00 PM. Final Meeting December 27, 2023 at 6:00 PM.

ADJOURN: Motion by Fry, 2nd by Wiedenfeld at 7:11 PM.
Lauren Moe, Clerk

Zoning Comittee:

As a long time property owner in Richland County any change from agricultural to agricultural/residential that is adjacent to my property is very alarming and I strongly object to this proposal from Koenig Industries.

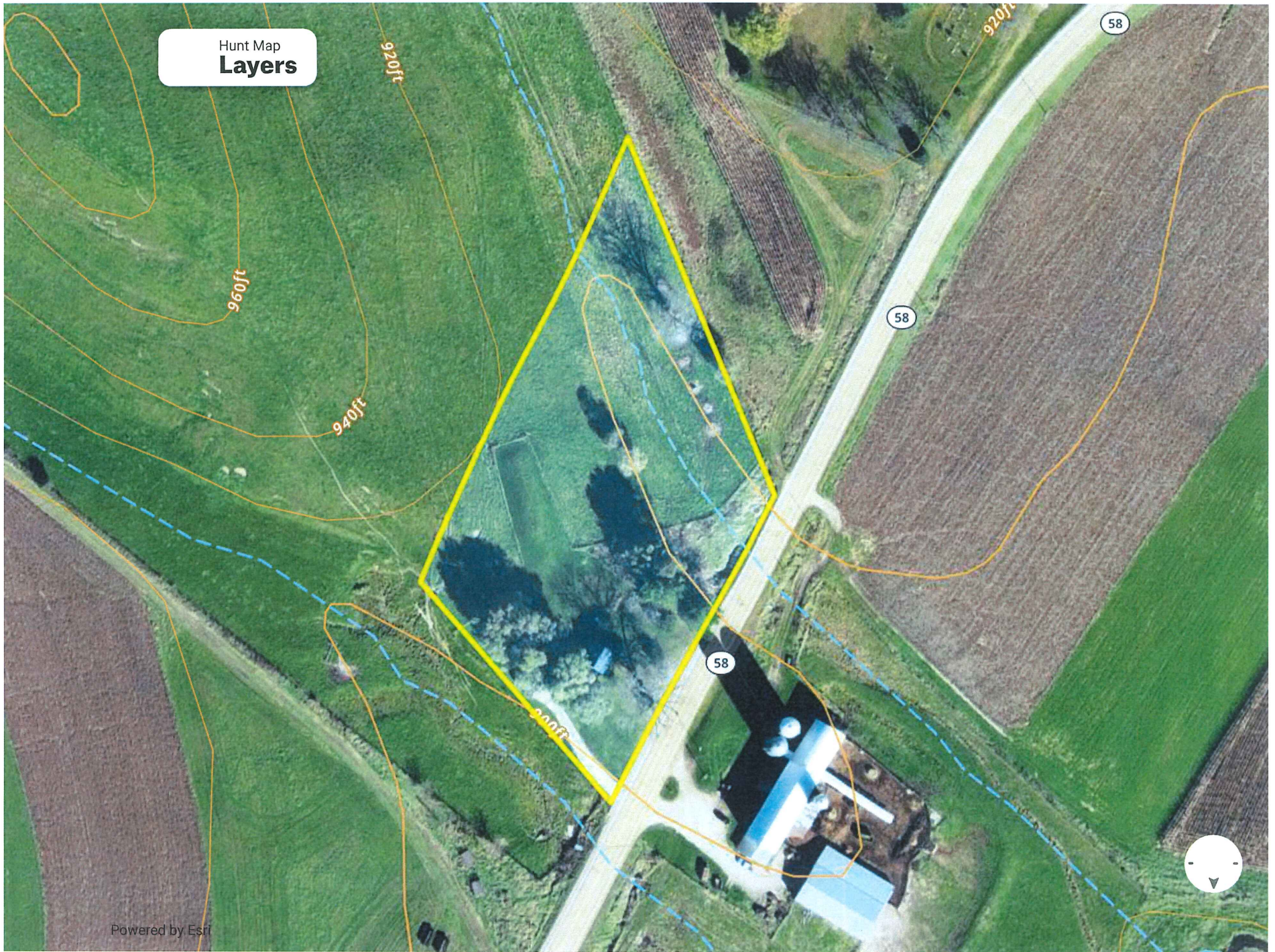
Willow Valley is a rich agricultural area and should remain that way. I'm an independent farm owner and converting agricultural to agricultural is a permanent decision that will affect the valley and set the stage for additional development in the area.

Unfortunately I am out of the country in an area with no reliable internet and unable to attend, however, I appreciate your careful consideration.

Robert Lambert
16538 Hwy 58
Cazenovia WI

847-502-4439

Hunt Map
Layers



ORDINANCE NO 2023- 02

AN ORDINANCE TO AMEND THE ZONING CODE AND MAP OF THE TOWN OF ITHACA, RICHLAND COUNTY, WISCONSIN.

WHEREAS, the Town Board of the Town of Ithaca, Richland County, Wisconsin has determined to consider a proposed amendment to the Zoning code and map of the Town, and

WHEREAS, notice of a public hearing on said proposed amendments was published in the Richland Observer on October 12,2023 and October 19,2023 sent to adjoining landowners, and

WHEREAS, a public hearing was held on October 30, 2023 with respect to said proposed amendment

NOW, THEREFORE, THE TOWN BOARD OIF THE TOWN OF ITHACA RICHLAND COUNTY, WISCONSIN DO ORDAIN AS FOLLOWS

Section I: The Zoning Code and map of the Town of Ithaca are hereby amended to rezone the following described parcel of land (Thad and Mary Weldon) from its current Agricultural zoning district to an agriculture residential zoning district classification. This will be used as a home The parcel of land to be rezoned is described as follows.

All of lot 1 csm 654, part of the southeast quarter of the northwest quarter(SE1/NW ¼),part of the northeast quarter of the southwest quarter (NE ¼ SW ¼) part of the southwest quarter of the northeast quarter (SW ¼ NE ¼) part of the northwest quarter of the southeast quarter (NW ¼ SE ¼ of Section 16 Town 10 North Range 2 East, Town of Ithaca, Richland County, Wisconsin

This ordinance shall take effect upon its passage and publication as required by law.

Adopted and approved this 6th day of November 2023

Steve Michel

Town Chairman

Attest: Debra L. Kutzember

Town Clerk

Date Adopted 11-06-2023

Date Recorded 11-06-2023

Date Posted 11-06-2023

Date Affidavit Filed 11-06-2023

Effective Date 11-06-2023

Certified Survey Map No. _____

ALL OF LOT 1 CSM 654, PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE $\frac{1}{4}$ -NW $\frac{1}{4}$), PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE $\frac{1}{4}$ -SW $\frac{1}{4}$), PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW $\frac{1}{4}$ -NE $\frac{1}{4}$), PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW $\frac{1}{4}$ -SE $\frac{1}{4}$), OF SECTION 16, TOWN 10 NORTH, RANGE 2 EAST, TOWN OF ITHACA, RICHLAND COUNTY, WISCONSIN.

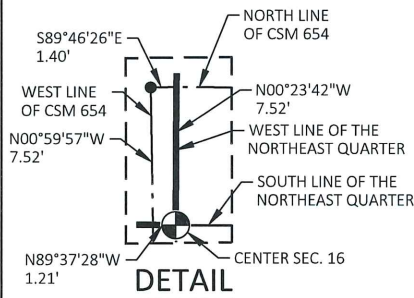
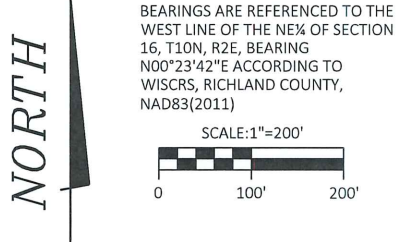
FIELDWORK COMPLETED: JUNE 22, 2022

SURVEYED FOR: THADDEUS L. & MARY T. WELDON
30510 COUNTY HWY N
RICHLAND CENTER, WI 53581

JOB NUMBER: W31020

SURVEYED BY: NOAH E. ANLIKER, R.L.S., S-3265
JEWELL ASSOCIATES ENGINEERS, INC.
560 SUNRISE DRIVE
SPRING GREEN, WI 53588

LEGEND	
	SECTION CORNER MONUMENT FOUND AS NOTED
	FOUND $\frac{3}{4}$ " \varnothing IRON ROD
	UNMONUMENTED POINT
	FOUND $1\frac{1}{4}$ " \varnothing IRON BAR
	FOUND RAILROAD SPIKE
	SET $\frac{3}{4}$ " \varnothing X 24" LONG IRON REBAR WEIGHING 1.502 LB./FT.
	() RECORDED AS
	SEPTIC VENT
	SEPTIC COVER
	LP TANK
	WELL
	POWER POLE



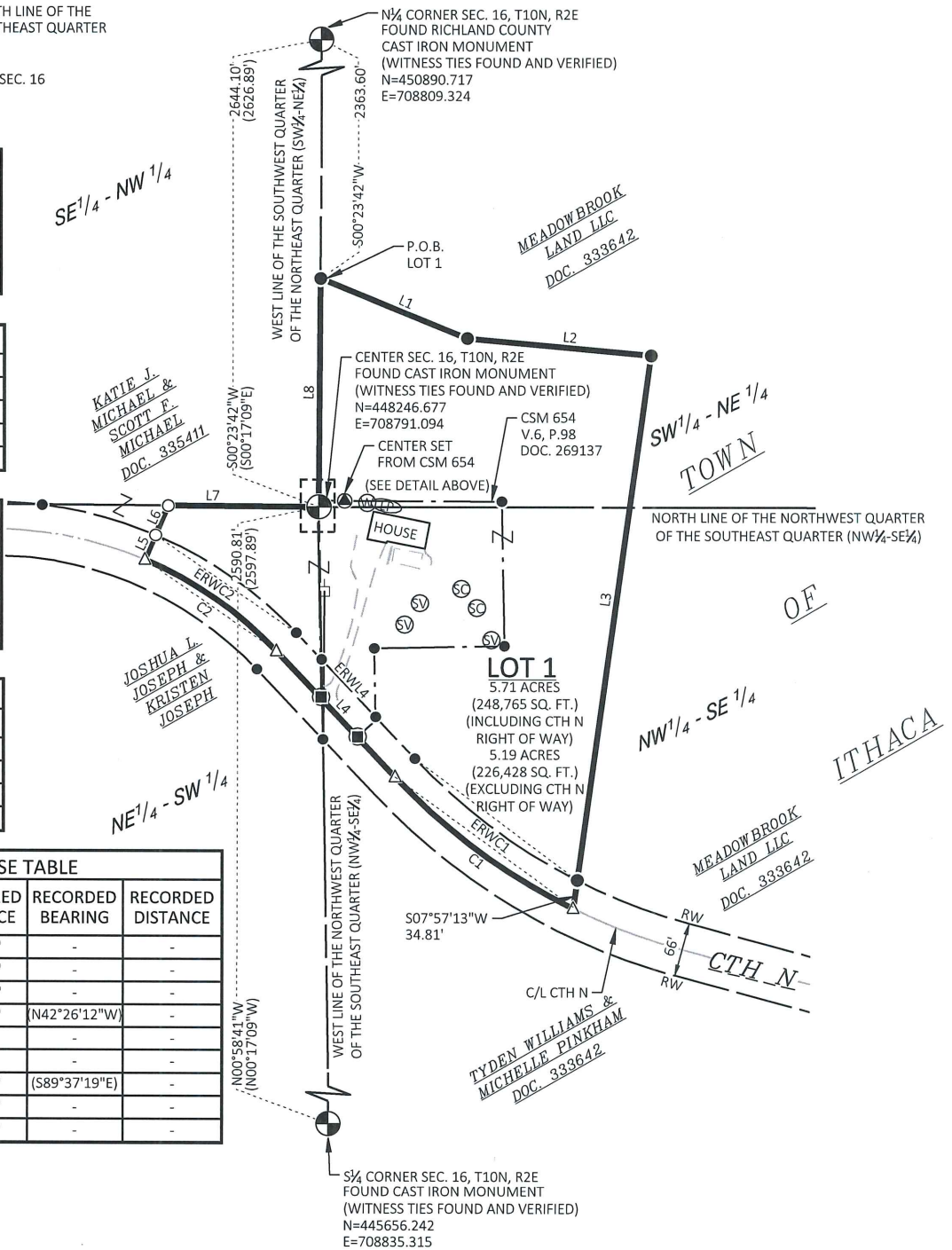
CURVE 1 DATA	
RADIUS =	750.00'
LENGTH =	271.75'
DELTA =	20°45'38"
CHORD LENGTH =	270.27'
CHORD BEARING =	N53°32'06"W

CURVE 2 DATA	
RADIUS =	476.45'
LENGTH =	197.56'
DELTA =	23°45'27"
CHORD LENGTH =	196.15'
CHORD BEARING =	N55°03'19"W

ERWC1 DATA	
RADIUS =	717.00'
LENGTH =	248.96'
DELTA =	19°53'41"
CHORD LENGTH =	247.71'
CHORD BEARING =	S53°06'07"E

ERWC2 DATA	
RADIUS =	509.45'
LENGTH =	211.17'
DELTA =	23°47'47"
CHORD LENGTH =	209.66'
CHORD BEARING =	N55°03'13"W

LINE COURSE TABLE				
LINE	MEASURED BEARING	MEASURED DISTANCE	RECORDED BEARING	RECORDED DISTANCE
L1	S67°38'12"E	194.03'	-	-
L2	S84°41'34"E	225.20'	-	-
L3	S07°57'13"W	685.28'	-	-
L4	N43°09'17"W	212.09'	N42°26'12"W	-
L5	N23°12'56"E	32.99'	-	-
L6	N23°12'56"E	39.21'	-	-
L7	S89°37'28"E	183.95'	(S89°37'19"E)	-
L8	N00°23'42"E	280.50'	-	-
ERWL4	N43°09'17"W	212.09'	-	-



JEWELL
associates engineers, inc.
Engineers - Architects - Surveyors

Certified Survey Map No. _____

ALL OF LOT 1 CSM 654, PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE $\frac{1}{4}$ -NW $\frac{1}{4}$), PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE $\frac{1}{4}$ -SW $\frac{1}{4}$), PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW $\frac{1}{4}$ -NE $\frac{1}{4}$), PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW $\frac{1}{4}$ -SE $\frac{1}{4}$), OF SECTION 16, TOWN 10 NORTH, RANGE 2 EAST, TOWN OF ITHACA, RICHLAND COUNTY, WISCONSIN.

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

I, NOAH E. ANLIKER, PROFESSIONAL WISCONSIN LAND SURVEYOR S-3265, HEREBY CERTIFY:

THAT I MADE THIS SURVEY, DIVISION, AND MAP OF THE LAND HEREIN DESCRIBED BY THE DIRECTION OF THADDEUS L. & MARY T. WELDON;

THAT THIS MAP IS A CORRECT REPRESENTATION OF ALL OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF THAT LAND;

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES IN SURVEYING, DIVIDING, AND MAPPING THE LAND DESCRIBED HEREIN;

THAT THIS SURVEY COMPLIES WITH THE PROVISIONS OF CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE, AND THIS MAP IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF;

THAT I HAVE FULLY COMPLIED WITH THE TOWN OF ITHACA AND RICHLAND COUNTY SUBDIVISION AND LAND DIVISION ORDINANCE;

ALL OF LOT 1 CSM 654, PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE $\frac{1}{4}$ -NW $\frac{1}{4}$), PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE $\frac{1}{4}$ -SW $\frac{1}{4}$), PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW $\frac{1}{4}$ -NE $\frac{1}{4}$), PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW $\frac{1}{4}$ -SE $\frac{1}{4}$), OF SECTION 16, TOWN 10 NORTH, RANGE 2 EAST, TOWN OF ITHACA, RICHLAND COUNTY, WISCONSIN. AND BEING MORE FULLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER (N1/4) OF SECTION 16, THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE1/4), S00°23'42"W, A DISTANCE OF 2363.60' TO THE POINT OF BEGINNING;

THENCE S67°38'12"E A DISTANCE OF 194.03';

THENCE S84°41'34"E A DISTANCE OF 225.20';

THENCE S07°57'13"W A DISTANCE OF 650.47' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CTH N;

THENCE CONTINUING S07°57'13"W, 34.81' TO A POINT ON THE CENTERLINE OF CTH N;

THENCE ALONG THE CENTERLINE OF CTH N ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 750.00', A LENGTH OF 271.75', A DELTA ANGLE OF 20° 45' 38", AND WHOSE LONG CHORD BEARS N53°32'06"W A CHORD DISTANCE OF 270.27';

THENCE ON SAID CENTERLINE N43°09'17"W A DISTANCE OF 212.09' TO A POINT OF CURVATURE TO THE LEFT;

THENCE ALONG THE CENTERLINE OF SAID CURVE, HAVING A RADIUS OF 476.45', A LENGTH OF 197.56', A DELTA ANGLE OF 23°45'27", AND

WHOSE LONG CHORD BEARS N55°03'19"W, A CHORD DISTANCE OF 196.15';

THENCE N23°12'56"E A DISTANCE OF 32.99' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CTH N;

THENCE CONTINUING N23°12'56"E, 39.21' TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4-SW1/4)

THENCE ALONG SAID NORTH LINE S89°37'28"E A DISTANCE OF 183.95' TO THE CENTER OF SECTION 16;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW $\frac{1}{4}$ -NE $\frac{1}{4}$) N00°23'42"E A DISTANCE OF 280.50' TO THE POINT OF BEGINNING.

PARCEL CONTAINS 5.71 ACRES (248,765 SQ. FT.) MORE OR LESS.(INCLUDING CTH N RIGHT OF WAY) AND 5.19 ACRES (226,428 SQ. FT.) MORE OR LESS. (EXCLUDING CTH N RIGHT OF WAY)

DATED: NOVEMBER 6, 2023

NOAH E. ANLIKER
PROFESSIONAL LAND SURVEYOR, S-3265

RICHLAND COUNTY APPROVAL

RESOLVED, THAT THIS CERTIFIED SURVEY IN THE TOWN OF ITHACA, RICHLAND COUNTY, BE AND HEREBY APPROVED IN ACCORDANCE WITH THE RICHLAND COUNTY LAND DIVISION ORDINANCE.

DATE: _____

ZONING ADMINISTRATOR

TOWN OF ITHACA APPROVAL

RESOLVED, THAT THIS CERTIFIED SURVEY IN THE TOWN OF ITHACA, RICHLAND COUNTY, BE AND HEREBY APPROVED IN ACCORDANCE WITH THE TOWN OF ITHACA LAND DIVISION ORDINANCE.

DATE: 11-06-2023

DATE: 11-6-23

Virginia Wiedenfeld
VIRGINA WIEDENFELD
ZONING ADMINISTRATOR

Steve Michel
STEVE MICHEL
TOWN OF ITHACA

JEWELL
associates engineers, inc.
Engineers - Architects - Surveyors

2023 Wildlife Damage

Crop Prices

Corn	\$4.56/bushel
Soybeans	\$12.53/bushel
Alfalfa hay	\$210/ton
Organic corn	\$9.25/bushel
Organic Beans	\$20.10/bushel

b. Campers that are licensed and road ready ~~and may be~~ used for temporary parking and living purposes ~~for not more than one hundred eighty (180) days, as long as a parking permit has been issued by the Zoning Administrator and as long as they are removed between December 1st October 31 and to March~~ May 1st , ~~and as long as a parking permit has been issued by the Zoning Administrator~~, with the exception that any camper may be parked with no permit for 14 consecutive days in any one year. ~~Parking permits must be renewed yearannually at no cost.~~

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County	# Positions	Position Title	Department Title	POP.	Administration
Buffalo	1	GIS/LIS Coordinator/Land Information Officer	GIS/Land Information Services	13699	Admin. Coordinator
Buffalo	1	Land Conservationist	Land Conservation	13699	Admin. Coordinator
Buffalo	1	Land Conservation Technician	Land Conservation	13699	Admin. Coordinator
Buffalo	1	Resource Management Specialist	Land Conservation	13699	Admin. Coordinator
Buffalo	1	Zoning Administrator	Zoning	13699	Admin. Coordinator
Buffalo	1	Zoning Administrative Assistant	Zoning	13699	Admin. Coordinator
Buffalo	1	Zoning Specialist	Zoning	13699	Admin. Coordinator
Price	1	Administrator	Zoning & Land Conservation	14046	County Administrator
Price	1	Assistant Zoning Administrator	Zoning & Land Conservation	14046	County Administrator
Price	1	Land Conservation Technician	Zoning & Land Conservation	14046	County Administrator
Price	1	Administrative Assistant	Zoning & Land Conservation	14046	County Administrator
Price	1	Surveyor	County Surveyor	14046	County Administrator
Price	1	Real Property Lister	Real Property Lister	14046	County Administrator
Rusk	1	Conservationist	Land & Water Conservation	14754	Admin. Coordinator
Rusk	1	Engineering Technician	Land & Water Conservation	14754	Admin. Coordinator
Rusk	1	Administrative Assistant	Land & Water Conservation	14754	Admin. Coordinator
Rusk	1	GIS Specialist/Division Leader	Land Information	14754	Admin. Coordinator
Rusk	1	GIS Technician	Land Information	14754	Admin. Coordinator
Rusk	1	Zoning Administrator	Zoning	14754	Admin. Coordinator
Rusk	1	Zoning Technician	Zoning	14754	Admin. Coordinator
Bayfield	1	Administrator	Forestry & Parks	15327	County Administrator
Bayfield	1	County Conservationist	Land & Water Conservation	15327	County Administrator
Bayfield	1	Conservation Technician	Land & Water Conservation	15327	County Administrator
Bayfield	1	Aquatic Invasive Species Coordinator	Land & Water Conservation	15327	County Administrator
Bayfield	1	Northwoods Cooperative Weed Management Ar	Land & Water Conservation	15327	County Administrator
Bayfield	1	Wildlife Damage Specialist	Land & Water Conservation	15327	County Administrator
Bayfield	1	Land Records Administrator	Land Records Department	15327	County Administrator
Bayfield	1	Director	Planning & Zoning	15327	County Administrator
Bayfield	1	Office Manager	Planning & Zoning	15327	County Administrator
Bayfield	1	Assistant Zoning Administrator	Planning & Zoning	15327	County Administrator
Bayfield	1	Secretary	Planning & Zoning	15327	County Administrator
Bayfield	1	Assistant Zoning Administrator	Planning & Zoning	15327	County Administrator
Bayfield	1	Assistant Zoning Administrator	Planning & Zoning	15327	County Administrator
Bayfield	1	Land Records Administrator	Land Records Department	15327	County Administrator

Bayfield	1	Land Records Specialist	Land Records Department	15327	County Administrator
Bayfield	1	Addressing Specialist	Land Records Department	15327	County Administrator
Bayfield	1	GIS/UAV Pilot Project Assistant	Land Records Department	15327	County Administrator
Bayfield	1	Real Property Lister	Land Records Department	15327	County Administrator
Bayfield	1	County Surveyor	Land Records Department	15327	County Administrator
Bayfield	1	GIS Technician I	Land Records Department	15327	County Administrator
Bayfield	1	Survey Technician	Land Records Department	15327	County Administrator
Marquette	1	Conservationist	Land Conservation	15408	Admin. Coordinator
Marquette	1	Program Coordinator & Agronomist	Land Conservation	15408	Admin. Coordinator
Marquette	1	Director	Planning, Zoning & Land Information	15408	Admin. Coordinator
Marquette	1	Zoning Technician	Planning, Zoning & Land Information	15408	Admin. Coordinator
Marquette	1	Administrative Assistant	Planning, Zoning & Land Information	15408	Admin. Coordinator
Marquette	1	GIS Specialist/Real Property Lister	Planning, Zoning & Land Information	15408	Admin. Coordinator
Marquette	1	GIS Specialist/IT Support	Planning, Zoning & Land Information	15408	Admin. Coordinator
Marquette	1	Surveyor	Planning, Zoning & Land Information	15408	Admin. Coordinator
Burnett	1	Land Services Director/Surveyor/Zoning Admin/	Land Services/Zoning	15508	County Administrator
Burnett	1	Administrative Assistant	Land Services/Zoning	15508	County Administrator
Burnett	1	County Conservationist	Land Services/Zoning	15508	County Administrator
Burnett	1	Wildlife Damage Technician	Land Services/Zoning	15508	County Administrator
Burnett	1	GIS analyst	Land Services/Zoning	15508	County Administrator
Burnett	1	Customer Support/Program Support	Land Services/Zoning	15508	County Administrator
Burnett	1	Zoning Specialist	Land Services/Zoning	15508	County Administrator
Burnett	1	Real Property Lister	Land Services/Zoning	15508	County Administrator
Burnett	1	Zoning Specialist	Land Services/Zoning	15508	County Administrator
Burnett	1	Water Resource/AIS Coordinator	Land Services/Zoning	15508	County Administrator
Burnett	1	Conservation Technician	Land Services/Zoning	15508	County Administrator
Washburn	1	County Surveyor	Land Information	15929	Admin. Coordinator
Washburn	1	GIS Coordinator	Land Information	15929	Admin. Coordinator
Washburn	1	Real Property Lister/GIS Technician	Land Information	15929	Admin. Coordinator
Washburn	1	GIS Technician	Land Information	15929	Admin. Coordinator
Washburn	1	Conservation Specialist	Land Conservation	15929	Admin. Coordinator
Washburn	1	Conservation Coordinator	Land Conservation	15929	Admin. Coordinator
Washburn	1	Administrative Assistant	Land Conservation	15929	Admin. Coordinator
Washburn	1	Zoning Administrator	Zoning	15929	Admin. Coordinator
Washburn	1	Zoning Technician	Zoning	15929	Admin. Coordinator

Washburn	1	Land Use Specialist	Zoning	15929	Admin. Coordinator
Washburn	1	Zoning Administrative Assistant	Zoning	15929	Admin. Coordinator
Ashland	1	Forest Administrator	Forest & Recreation	16030	County Administrator
Ashland	1	Assistant Forest Administrator	Forest & Recreation	16030	County Administrator
Ashland	1	County Forester	Forest & Recreation	16030	County Administrator
Ashland	1	Office Manager	Forest & Recreation	16030	County Administrator
Ashland	1	GIS Coordinator & Land Information Officer	GIS	16030	County Administrator
Ashland	1	County Conservationist	Land & Water Conservation	16030	County Administrator
Ashland	1	Land & Water Specialist	Land & Water Conservation	16030	County Administrator
Ashland	1	Civil Engineering Technician	Land & Water Conservation	16030	County Administrator
Ashland	1	Agricultural Technician/Wildlife Damage	Land & Water Conservation	16030	County Administrator
Ashland	1	Zoning Agent	Zoning	16030	County Administrator
Ashland	1	Office Assistant	Zoning	16030	County Administrator
Ashland	1	Madeline Island Zoning Administrator	Zoning	16030	County Administrator
Crawford	1	County Conservationist	Land Conservation	16737	Admin. Coordinator
Crawford	1	Conservation Specialist	Land Conservation	16737	Admin. Coordinator
Crawford	1	Clerk	Land Conservation	16737	Admin. Coordinator
Crawford	1	Zoning Technician	Land Conservation	16737	Admin. Coordinator
Sawyer	1	Land Records Director/Surveyor	Land Records/County Surveyor	16828	County Administrator
Sawyer	1	GIS Specialist	Land Records/County Surveyor	16828	County Administrator
Sawyer	1	GIS Technician/Real Property Lister	Land Records/County Surveyor	16828	County Administrator
Sawyer	1	Real Property Lister	Land Records/County Surveyor	16828	County Administrator
Sawyer	1	Surveyor	Land Records/County Surveyor	16828	County Administrator
Sawyer	1	Zoning & Conservation Administrator	Land Conservation & Zoning	16828	County Administrator
Sawyer	1	Deputy Zoning & Conservation Administrator	Land Conservation & Zoning	16828	County Administrator
Sawyer	1	Assistant Zoning & Conservation Administrator	Land Conservation & Zoning	16828	County Administrator
Sawyer	1	Conservation Technician	Land Conservation & Zoning	16828	County Administrator
Sawyer	1	Zoning & Conservation Secretary	Land Conservation & Zoning	16828	County Administrator
Sawyer	1	Assistant Conservationist	Land Conservation & Zoning	16828	County Administrator
Sawyer	1	Sanitarian	Land Conservation & Zoning	16828	County Administrator
Lafayette	1	Conservation, Planning & Zoning Manager	Land Conservation, Planning & Zoning	17010	Admin. Coordinator
Lafayette	1	Conservation Technician	Land Conservation, Planning & Zoning	17010	Admin. Coordinator
Lafayette	1	Administrative Assistant	Land Conservation, Planning & Zoning	17010	Admin. Coordinator
Lafayette	1	GIS Coordinator / Land Information Officer	Land Information & GIS	17010	Admin. Coordinator
Lafayette	1	GIS Specialist/Real Property Lister	Land Information & GIS	17010	Admin. Coordinator

Richland	1	Conservationist	Land Conservation	17919	County Administrator
Richland	1	Land and Water Technician	Land Conservation	17919	County Administrator
Richland	1	Farmland Preservation Technician	Land Conservation	17919	County Administrator
Richland	1	Secretary	Land Conservation	17919	County Administrator
Richland	1	GIS Technician	Zoning/Land Information	17919	County Administrator
Richland	1	Zoning Administrator	Zoning/Land Information	17919	County Administrator
Richland	1	Office Systems Technician	Zoning/Land Information	17919	County Administrator
Richland	1	Surveyor	Zoning/Land Information	17919	County Administrator
Richland	1	Real Property Lister		17919	County Administrator
Green Lake	1	County Conservationist	Land Conservation	19174	County Administrator
Green Lake	1	Soil Conservationist	Land Conservation	19174	County Administrator
Green Lake	1	Soil Conservationist	Land Conservation	19174	County Administrator
Green Lake	1	Soil Conservationist	Land Conservation	19174	County Administrator
Green Lake	1	Soil Conservationist	Land Conservation	19174	County Administrator
Green Lake	1	Administrative Assistant	Land Conservation	19174	County Administrator
Green Lake	1	Land Use Planning & Zoning Director	Land Use Planning & Zoning	19174	County Administrator
Green Lake	1	Land Use and POWTS Specialist	Land Use Planning & Zoning	19174	County Administrator
Green Lake	1	Land Use and Shoreland Specialist	Land Use Planning & Zoning	19174	County Administrator
Green Lake	1	Land Use Coordinator	Land Use Planning & Zoning	19174	County Administrator
Green Lake	1	GIS Specialist/Land Information Officer	Land Use Planning & Zoning	19174	County Administrator
Green Lake	1	County Surveyor	Land Use Planning & Zoning	19174	County Administrator
Langlade	1	Director	Land Records & Regulations	20131	Admin. Coordinator
Langlade	1	Code Administrator	Land Records & Regulations	20131	Admin. Coordinator
Langlade	1	County Surveyor/Land Records Coordinator	Land Records & Regulations	20131	Admin. Coordinator
Langlade	1	Real Property Lister	Land Records & Regulations	20131	Admin. Coordinator
Langlade	1	GIS Coordinator / Land Information Officer	Land Records & Regulations	20131	Admin. Coordinator
Langlade	1	Department Deputy	Land Records & Regulations	20131	Admin. Coordinator
Langlade	1	Land Conservationist	Land Records & Regulations	20131	Admin. Coordinator
Langlade	1	Assistant Code Administrator/Land Conservation	Land Records & Regulations	20131	Admin. Coordinator
Langlade	1	Shoreland Specialist	Land Records & Regulations	20131	Admin. Coordinator
Adams	1	Director Land & Zoning	Land Conservation, Planning & Zoning	20786	Admin. Coordinator
Adams	1	Resource Conservationist	Land & Water Conservation	20786	Admin. Coordinator
Adams	1	Water Resource Specialist	Land & Water Conservation	20786	Admin. Coordinator
Adams	1	Land Conservationist	vacant Land & Water Conservation	20786	Admin. Coordinator
Adams	1	Watershed Coordinator	Land & Water Conservation	20786	Admin. Coordinator

Adams	1	GIS Specialist / Land Information	GIS	20786	Admin. Coordinator
Adams	2	Code Enforcement Officers	Zoning & Planning	20786	Admin. Coordinator
Adams	2	Administrative Assistant	Zoning & Planning	20786	Admin. Coordinator
Kewaunee	1	Land & Water Conservation Director	Land & Water Conservation	20786	County Administrator
Kewaunee	1	Conservation Technician	Land & Water Conservation	20786	County Administrator
Kewaunee	1	Conservation Specialist	Land & Water Conservation	20786	County Administrator
Kewaunee	1	Conservation Specialist/Zoning	Land & Water Conservation	20786	County Administrator
Kewaunee	1	Program Specialist	Land & Water Conservation	20786	County Administrator
Kewaunee	1	Land Information Coordinator/Real Property List	Land Information	20786	County Administrator
Jackson	1	GIS Coordinator/911 Coordinator	GIS	20800	Admin. Coordinator
Jackson	1	GIS Specialist/Real Property Lister	GIS	20800	Admin. Coordinator
Jackson	1	Conservationist	Land Conservation	20800	Admin. Coordinator
Jackson	1	Engineering Specialist	Land Conservation	20800	Admin. Coordinator
Jackson	1	Land Information Officer/County Surveyor	Land Information	20800	Admin. Coordinator
Jackson	1	Deputy County Surveyor	Land Information	20800	Admin. Coordinator
Jackson	1	Zoning Administrator	Zoning/Planning	20800	Admin. Coordinator
Jackson	1	POWTS Technician	Zoning/Planning	20800	Admin. Coordinator
Jackson	1	Zoning Assistant	Zoning/Planning	20800	Admin. Coordinator
Vilas	1	Conservationist	Land Conservation	21771	Admin. Coordinator
Vilas	1	Conservation Specialist	Land Conservation	21771	Admin. Coordinator
Vilas	1	Lake Conservation Specialist	Land Conservation	21771	Admin. Coordinator
Vilas	1	Watershed Program Specialist	Land Conservation	21771	Admin. Coordinator
Vilas	1	AIS Program Specialist	Land Conservation	21771	Admin. Coordinator
Vilas	1	GIS Administrator/Land Information Officer	Land Information	21771	Admin. Coordinator
Vilas	1	Parcel Mapper/Survey Assistant	Land Information	21771	Admin. Coordinator
Vilas	1	Mapping/GIS Analyst	Land Information	21771	Admin. Coordinator
Vilas	1	Real Property Lister	Land Information	21771	Admin. Coordinator
Vilas	1	Real Property Listing Assistant	Land Information	21771	Admin. Coordinator
Vilas	1	Addressing Coordinator	Land Information	21771	Admin. Coordinator
Vilas	1	Zoning Administrator	Zoning	21771	Admin. Coordinator
Vilas	1	Deputy Zoning Administrator	Zoning	21771	Admin. Coordinator
Vilas	1	Assistant Zoning Administrator	Zoning	21771	Admin. Coordinator
Vilas	1	Deputy Zoning Administrator	Zoning	21771	Admin. Coordinator
Vilas	1	Deputy Zoning Administrator	Zoning	21771	Admin. Coordinator
Vilas	1	Sanitary Secretary	Zoning	21771	Admin. Coordinator

Vilas	1	Administrative Secretary	Zoning	21771	Admin. Coordinator
Iowa	1	County Conservationist	Land Conservation	23867	County Administrator
Iowa	1	Conservation Technician	Land Conservation	23867	County Administrator
Iowa	1	Department Assistant	Land Conservation	23867	County Administrator
Iowa	1	Planning & Development Director	Planning & Development	23867	County Administrator
Iowa	1	GIS Coordinator	Planning & Development	23867	County Administrator
Iowa	1	Sanitarian/Assistant Zoning	Planning & Development	23867	County Administrator
Vernon	1	Conservationist	Land Conservation, Planning & Zoning	30248	Admin. Coordinator
Vernon	1	Project Manager-Parks Administrator	Land Conservation, Planning & Zoning	30248	Admin. Coordinator
Vernon	1	Project Manager-Resource Con/PL566 Mngr	Land Conservation, Planning & Zoning	30248	Admin. Coordinator
Vernon	1	County Forester	Land Conservation, Planning & Zoning	30248	Admin. Coordinator
Vernon	1	Accounts Manager/Admin. Assistant	Land Conservation, Planning & Zoning	30248	Admin. Coordinator
Vernon	1	Project Manager-Conservation Tech	Land Conservation, Planning & Zoning	30248	Admin. Coordinator
Vernon	1	Dam Maintenance Technician	Land Conservation, Planning & Zoning	30248	Admin. Coordinator
Vernon	1	Parks Caretaker	Land Conservation, Planning & Zoning	30248	Admin. Coordinator
Vernon	1	GIS Coordinator / Land Information Officer/Plan	Land Conservation, Planning & Zoning	30248	Admin. Coordinator
Vernon	1	GIS Technician	Land Conservation, Planning & Zoning	30248	Admin. Coordinator
Vernon	1	County Surveyor	Land Conservation, Planning & Zoning	30248	Admin. Coordinator
Clark	1	County Conservationist	Land Conservation	34743	Admin. Coordinator
Clark	1	Conservation Engineer	Land Conservation	34743	Admin. Coordinator
Clark	1	Conservation Agronomist	Land Conservation	34743	Admin. Coordinator
Clark	1	Program Assistant	Land Conservation	34743	Admin. Coordinator
Clark	1	Zoning Administrator/Land Information Officer	Planning, Zoning, Surveying & Land Informatio	34743	Admin. Coordinator
Clark	1	County Surveyor	Planning, Zoning, Surveying & Land Informatio	34743	Admin. Coordinator
Clark	1	GIS/Land Information Coordinator	Planning, Zoning, Surveying & Land Informatio	34743	Admin. Coordinator
Clark	1	Land Use Specialist	Planning, Zoning, Surveying & Land Informatio	34743	Admin. Coordinator
Clark	1	Land Use Technician	Planning, Zoning, Surveying & Land Informatio	34743	Admin. Coordinator
Clark	1	Land Information Technician	Planning, Zoning, Surveying & Land Informatio	34743	Admin. Coordinator
Clark	1	Administrative Assistant	Planning, Zoning, Surveying & Land Informatio	34743	Admin. Coordinator
Barron	1	Forest Administrator	County Forest	46336	County Administrator
Barron	1	County Surveyor	Land Information / Surveyor / Real Property Li	46336	County Administrator
Barron	1	GIS Specialist	Land Information / Surveyor / Real Property Li	46336	County Administrator
Barron	1	1 Real Property Lister	Land Information / Surveyor / Real Property Li	46336	County Administrator
Barron	1	County Conservationist	Soil & Water Conservation	46336	County Administrator
Barron	1	Conservation Planner	Soil & Water Conservation	46336	County Administrator

Barron	1	County Technician/Specialist	Soil & Water Conservation	46336	County Administrator
Barron	1	Administrative Secretary	Soil & Water Conservation	46336	County Administrator
Barron	1	Zoning Administrator	Zoning	46336	County Administrator
Barron	1	Compliance Technician	Zoning	46336	County Administrator
Barron	1	Zoning Technician	Zoning	46336	County Administrator
Barron	1	Zoning Technician (Sanitary POWTS)	Zoning	46336	County Administrator
Barron	1	Administrative Secretary	Zoning	46336	County Administrator
Barron	1	Land Services Associate	Zoning	46336	County Administrator
Columbia	1	Director	Land & Water Conservation	57125	Admin. Coordinator
Columbia	1	Practice Engineering Emphasis	Land & Water Conservation	57125	Admin. Coordinator
Columbia	1	Practice Engineering Emphasis	Land & Water Conservation	57125	Admin. Coordinator
Columbia	1	Water Resources/GIS Emphasis	Land & Water Conservation	57125	Admin. Coordinator
Columbia	1	Conservation Planning Emphasis	Land & Water Conservation	57125	Admin. Coordinator
Columbia	1	Agricultural Outreach Specialist	Land & Water Conservation	57125	Admin. Coordinator
Columbia	1	Conservation Office Administrator	Land & Water Conservation	57125	Admin. Coordinator
Columbia	1	Administrative Secretary	Land & Water Conservation	57125	Admin. Coordinator
Columbia	1	unknown number of positions	Planning & Zoning, Land Information Department	57125	Admin. Coordinator
Calumet	1	County Conservationist	Land & Water Conservation	63568	County Administrator
Calumet	1	Secretary	Land & Water Conservation	63568	County Administrator
Calumet	1	Conservation Technician	Land & Water Conservation	63568	County Administrator
Calumet	1	Land Resource Specialist	Land & Water Conservation	63568	County Administrator
Calumet	1	Water Resource Specialist	Land & Water Conservation	63568	County Administrator
Calumet	1	Erosion Control and Stormwater Specialist	Land & Water Conservation	63568	County Administrator
Calumet	1	Conservation Project Technician	Land & Water Conservation	63568	County Administrator
Calumet	1	Director	Planning, Zoning & Land Information	63568	County Administrator
Calumet	1	Code Administrator	Planning, Zoning & Land Information	63568	County Administrator
Calumet	1	GIS Administrator	Planning, Zoning & Land Information	63568	County Administrator
Calumet	1	GIS Specialist	Planning, Zoning & Land Information	63568	County Administrator
Calumet	1	Code Administrator	Planning, Zoning & Land Information	63568	County Administrator
Calumet	1	Secretary	Planning, Zoning & Land Information	63568	County Administrator
Calumet	1	County Surveyor	Planning, Zoning & Land Information	63568	County Administrator
Chippewa	1	Director/County Conservationist	Land Conservation & Forest Management	64551	County Administrator
Chippewa	1	Administrative Assistant	Land Conservation & Forest Management	64551	County Administrator
Chippewa	1	County Forest Administrator & Public Liasion	Land Conservation & Forest Management	64551	County Administrator
Chippewa	1	Assistant County Forest Administrator	Land Conservation & Forest Management	64551	County Administrator

Chippewa	1	Environmental Engineer	Land Conservation & Forest Management	64551	County Administrator
Chippewa	1	Project Engineer	Land Conservation & Forest Management	64551	County Administrator
Chippewa	1	Conservation Specialist	Land Conservation & Forest Management	64551	County Administrator
Chippewa	1	Program Agronomist	Land Conservation & Forest Management	64551	County Administrator
Chippewa	1	Accountant- LCFM	Land Conservation & Forest Management	64551	County Administrator
Chippewa	1	Recycling Coordinator	Land Conservation & Forest Management	64551	County Administrator
Chippewa	1	Administrative Assistant	Land Conservation & Forest Management	64551	County Administrator
Chippewa	1	GIS Coordinator	Land Records/County Surveyor	64551	County Administrator
Chippewa	1	County Surveyor	Land Records/County Surveyor	64551	County Administrator
Chippewa	1	Director	Planning & Zoning	64551	County Administrator
Chippewa	1	Zoning Inspector	Planning & Zoning	64551	County Administrator
Chippewa	1	Zoning Inspector	Planning & Zoning	64551	County Administrator
Chippewa	1	Zoning Technician	Planning & Zoning	64551	County Administrator
Chippewa	1	Zoning Technician	Planning & Zoning	64551	County Administrator
Chippewa	1	Building Inspector	Planning & Zoning	64551	County Administrator
Chippewa	1	Administrative Assistant	Planning & Zoning	64551	County Administrator
Dodge	1	County Conservationist	Land & Water Conservation	89949	County Administrator
Dodge	1	Watershed Technician	Land & Water Conservation	89949	County Administrator
Dodge	1	Farmland Preservationist	Land & Water Conservation	89949	County Administrator
Dodge	1	Conservation Agronomist	Land & Water Conservation	89949	County Administrator
Dodge	1	Conservation Technician	Land & Water Conservation	89949	County Administrator
Dodge	1	Administrative Secretary	Land & Water Conservation	89949	County Administrator
Dodge	1	Director	Land Resources & Parks Dept	89949	County Administrator
Dodge	1	Administrative Support Supervisor	Land Resources & Parks Dept	89949	County Administrator
Dodge	1	Code Administration Manager	Code Administration	89949	County Administrator
Dodge	1	Land Use/Sanitation Specialist	Code Administration	89949	County Administrator
Dodge	1	Land Use/Sanitation Specialist	Code Administration	89949	County Administrator
Dodge	1	Land Use/Sanitation Specialist	Code Administration	89949	County Administrator
Dodge	1	Administrative Support Specialist-Code	Code Administration	89949	County Administrator
Dodge	1	Community Development Administrator	Community Development	89949	County Administrator
Dodge	1	Land Information Manager/Officer	Land Information	89949	County Administrator
Dodge	1	GIS Property Analyst	Land Information	89949	County Administrator
Dodge	1	GIS Property Analyst	Land Information	89949	County Administrator
Dodge	1	GIS Administrator	Land Information	89949	County Administrator
Dodge	1	Survey Specialist	Land Information	89949	County Administrator

Dodge	1	Parks Superintendent	Parks & Trails	89949	County Administrator
Dodge	1	Parks Foreman	Parks & Trails	89949	County Administrator
Dodge	1	Administrative Support Specialist-Parks	Parks & Trails	89949	County Administrator
Brown	9	no titles listed for positions	Land & Water Conservation	260616	Executive
Brown	1	Director	Planning & Land Services	260616	Executive
Brown	1	GIS Coordinator / Land Information Officer	Planning & Land Services/Land Information Of	260616	Executive
Brown	1	GIS Analyst	Planning & Land Services/Land Information Of	260616	Executive
Brown	1	Office Manager	Planning & Land Services	260616	Executive
Brown	1	Senior Planners	Planning & Land Services/Transportation	260616	Executive
Brown	1	Principal Planner	Planning & Land Services/Transportation	260616	Executive
Brown	1	Planner	Planning & Land Services/Transportation	260616	Executive
Brown	1	Senior Planner	Planning & Land Services/Land Use	260616	Executive
Brown	1	Senior Planner	Planning & Land Services/Natural Resources	260616	Executive
Brown	1	Senior Planner	Planning & Land Services/Housing	260616	Executive
Brown	1	Housing Administrator	Planning & Land Services/Housing	260616	Executive
Brown	1	Property Lister	Planning & Land Services/Property Lister	260616	Executive
Brown	1	Zoning Administrator	Planning & Land Services/Zoning	260616	Executive
Brown	1	Assistant Zoning Administrator	Planning & Land Services/Zoning	260616	Executive

2024 Meeting Dates

Hearing Month	Deadline	Land & Zoning Standing Committee	BOA	County Board
		1st Monday 3:00 PM	1st Thursday 1:00 PM	3rd Tuesday 7:00 PM
January*	Dec. 14th	2nd	4th	16th
February	Jan. 11th	5th	1st	20th
March	Feb. 15th	4th	7th	19th
April	Mar. 14th	1st	4th	16th
May	Apr. 11th	6th	2nd	21st
June	May 16th	3rd	6th	18th
July	June 13th	1st	3rd	16th
August	July 11th	5th	1st	20th
September*	Aug. 8th	Aug 26th	5th	17th
October	Sept. 12th	7th	3rd	22nd
November	Oct 17th	4th	7th	
December**	Nov 7th	Nov 25th	5th	10th

All dates subject to change

* Dates changed due to holidays

** Date changed due to County Board

Ordinance No. 23-

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 there of 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) **“Unconfined manure storage facility”** means a quantity of manure that is at least 175 cubic feet in volume and which covers the ground and surface to a depth of at least 2 inches and is not confined within a manure storage facility, livestock housing facility or barnyard runoff control facility or covered or contained in a manner that prevents storm water access and direct runoff to surface water or leaching of pollutants to groundwater.
- (33) **“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
- (34) **“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.

- (35) **“Water Quality Management Area” or “WQMA”** has the meaning in s. NR 151.015(24), Wis. Admin. Code.
- (36) **“Waters of the State”** is the meaning specified under s. 281.01(18), Stats.
- (37) **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 point 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 stating 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 ATCP 50.04(3), Wis. Admin. Code.

- (2) **Cost-sharing required:** The County shall follow the requirements of chapters ATCP 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. ATCP 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 ATCP 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) **Variations.** Variations 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	_____	_____

Fond du Lac	Unconfined manure stacks within SWQMA, Using State Performance Standards
St. Croix	Not added to ordinance yet
Grant	Unconfined manure stacks within SWQMA, Using State Performance Standards
Shawano	Unconfined manure stacks within SWQMA, Using State Performance Standards
Manitowoc	Unconfined manure stacks within SWQMA, Using State Performance Standards
Dane	Not regulated
Sauk	Unconfined manure stacks within SWQMA, Using State Performance Standards
Jackson	Unconfined manure stacks within SWQMA, Using State Performance Standards
LaCrosse	Unconfined manure stacks within SWQMA, Using State Performance Standards
Dunn	Unconfined manure stacks within SWQMA, Using State Performance Standards
Brown	Unconfined manure stacks within SWQMA, Using State Performance Standards
Vernon	Not Regulated
Crawford	Defines field stacks > than 8 months, no enforcement

*SWQMA- (Surface Water Quality Managemet Area) area within 300" of a stream or 1000' of a lake

State Performance Standard- No unconfined manure stack in Water Quality Management Area

- (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) **“Unconfined manure storage facility”** means a quantity of manure that is at least 175 cubic feet in volume and which covers the ground and surface to a depth of at least 2 inches and is not confined within a manure storage facility, livestock housing facility or barnyard runoff control facility or covered or contained in a manner that prevents storm water access and direct runoff to surface water or leaching of pollutants to groundwater.
- (33) **“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
- (34) **“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.

- (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

Water Quality Management Area ⁷
300ft of Stream
1000ft of Lake

COST-SHARE CONTRACT NO.: 8-23



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

COST-SHARE CONTRACT

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

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

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

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

Recording Area
Agency Name & Return Address
Parcel Identification Number

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

SIGNATURE OF COUNTY REPRESENTATIVE DATE
PRINT OR TYPE NAME: CATHY COOPER
State of Wisconsin)
County) ss.
This instrument was acknowledged before me on (date)
by (name of county representative)
as of
SIGNATURE PRINT NAME
Notary Public, State of Wisconsin
My commission expires (is permanent)

COST-SHARE CONTRACT NO.:
8-23

SECTION 1A. COUNTY INFORMATION						PAGE 2 of 5			
NAME OF COUNTY AGENCY Richland County Land Conservation Department				TELEPHONE NUMBER 608-647-2100					
ADDRESS 181 West Seminary Street				CITY, STATE, ZIP CODE Richland Center WI 53581					
NAME OF AUTHORIZED REPRESENTATIVE Cathy cooper									
SECTION 1B. LANDOWNER and GRANT RECIPIENT INFORMATION									
TOTAL DATCP COST-SHARE AMOUNT (refer to page 5) \$1435				NON-DATCP FUNDING BY SOURCE (refer to page 5) <input type="checkbox"/> County \$ <input type="checkbox"/> Other State Agency \$ <input type="checkbox"/> Federal \$ <input type="checkbox"/> Non-Profit or Other \$					
NAME OF LANDOWNER (Check the description that best applies: <input checked="" type="checkbox"/> Individual (Note: Spouse must be included) <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Trust, Estate or Partnership <input type="checkbox"/> Local Unit of Government) Tyler Chrisinger & Jennifer Chrisinger									
ADDRESS S7141 CTY HWY S									
CITY, STATE, ZIP CODE Readstown WI 54652				TELEPHONE NUMBER 608-553-0556					
LOCATION OF COST-SHARED PRACTICE(S) (Locate by providing parcel numbers(s) or coordinates below or attach required information as Exhibit B) Parcel Identification Number(s): 012-1521-1000 Latitude and longitude (degrees and minutes): 43.523 ° . ' N -90.601 ° ' W <small>Note: If this document will be recorded, attach a legal description of the location of the cost-shared practice(s) that meets the requirements of ss. 706.05(2m)(a) and 66.0217(1)(c), Wis. Stats.</small>									
NAME OF GRANT RECIPIENT, if different than above. NOTE: SPOUSE MUST BE INCLUDED									
ADDRESS									
CITY, STATE, ZIP CODE				TELEPHONE NUMBER					
INSTALLATION PERIOD									
Each practice must be installed, and all costs associated with the practice must be incurred, by December 31 st of the cost-share contract year, or December 31 st of the year of an approved extension. This contract may provide cost-sharing for more than one year for the following items as long as the parties record the number of years of cost-sharing in the appropriate column in Section 3: a. To install and maintain contour farming, cover and green manure crop, nutrient management, pest management, residue management, and strip-cropping (up to 4 years). b. For land taken out of production for 10 years or other period specified in Section 3. c. For riparian land taken out of production for 15 years or in perpetuity as specified in Section 3.									
Disclosure of non-DATCP funding: By signing this contract, the landowner or grant recipient agrees to disclose all information related to any non-DATCP funding that has been or will be obtained to pay for practices described in this contract, and to authorize the county and DATCP to access files related to this funding, including release of county and federal files in accordance with the provisions of 16 U.S.C. 3844(b) (2) (D) (i).									
Appeal Rights: The landowner or grant recipient may appeal to the county, in writing, any decision of the county land conservation department regarding this grant. The county will determine if the grantee is eligible for a hearing under Chapter 68, Wis. Stats.									
Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Reps. Initials	Date

ADDENDA MAY BE ATTACHED TO THIS DOCUMENT TO RECORD SPECIAL CONDITIONS

A. The landowner/grant recipient agrees:

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

Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Reps. Initials	Date

B. The county agency agrees:

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

C. General conditions of the contract

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

Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Reps. Initials	Date

SECTION 3. PRACTICES, COST, COST-SHARE AMOUNTS, AND INSTALLATION SCHEDULE **PAGE 5 of 5**

The parties agree to the following related to the conservation practices, technical design and specifications, eligible costs, cost-share rates and amounts, and rate set forth below.

Name of Person Preparing Technical Design: Derrick Warner Representing: (COUNTY OR PRIVATE ENGINEERING FIRM) Richland Co LCD	Technical Standards Used in the Design: (LIST NAME AND DATE OF NRCS, DNR OR OTHER STANDARDS EMPLOYED IN THE DESIGN) 351 – Well Decommissioning	USE OF THE 3 BOXES BELOW IS OPTIONAL REPRESENTING: Richland Co LCD DATE OF APPROVAL: AMOUNT OF COST-SHARE CONTRACT APPROVED: \$
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*	Cost-Shared Item Description ss. ATCP 50.62 to 50.98, 50.40 (15) & (18), & 50.08 (3) and (4)	Yrs of CS**	Quantity (Use Standard Units)	Unit Cost or Flat Rate \$	Estimated Total Cost \$	COST-SHARE RATE			ESTIMATED COST-SHARE AMOUNTS		
						State %***	Grantee %	County/other %	DATCP \$	Grantee \$	County/other \$
<input checked="" type="checkbox"/>	ATCP 50.97	1	No. 1		\$2050.00	70	30		\$1435.0	\$615.00	
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
				TOTALS	\$2050.00				\$1435.00	\$615.00	

* Must check if the 50% maximum rate applies based on the installation of a practice after January 1, 2014 under one of these two conditions:
a. The practice is installed on land owned by a local governments
b. Cost-sharing is provided for access roads (ATCP 50.65) , roof runoff system (ATCP 50.85), stream bank or shoreline protection (ATCP 50.88), stream crossing (s. ATCP 50.885), or wetland development or restoration (ATCP 50.98) and the practice does not implement a farm performance standard.
** Enter the number of years the practice is cost-shared only if the contract provides for (a) more than one year of cost-sharing for soft practices (contour farming, cover and green manure crop, nutrient management, pest management, residue management, and strip-cropping), (b) land taken out of production for more than one year, or (c) CREP equivalent payments for riparian land taken out of production. For “soft practice” payments, the landowner receives the full contract amount after the practice is certified, and has a contractual obligation to maintain the practice for the number of years cost-shared. For “land out of production” payments under ATCP 50.08(3) (d), the landowner receives the sum of the landowner’s annual cost for the period specified in the contract. A landowner’s annual cost equals the number of affected acres multiplied by the per-acre weighted average soil rental rate in the county on the date of the cost-share contract. For CREP equivalent payments authorized under ATCP 50.08(4), the landowner receives an amount equal to the amount that would be offered under the CREP program if the affected lands were enrolled in that program. To receive a CREP- equivalent payment, a landowner must keep riparian land out of production for 15 years, or in perpetuity, and must agree to contract terms similar to those imposed by the CREP program. Insert “P” if the land is taken out of production in perpetuity. Cost-share practices must be operated and maintained in accordance with O&M plans and other requirements that may apply
*** May exceed 70 percent only if the farm landowner qualifies for economic hardship.

Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Rep. Initials	Date
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RESOLUTION NO. 23 –

A Resolution Authorizing The Land Records Office To Apply For And Receive A Grant From The Wisconsin Land Records Board.

WHEREAS the Wisconsin Land Records Board has indicated that Richland County is eligible to receive a grant totaling \$88,160.00 to do various land records-related activities by December 31, 2025, and

WHEREAS Rule 14 of the Rules of the Board requires County Board approval before any department of County Government can apply for and receive a grant, and

WHEREAS the Zoning and Land Information Committee has carefully considered this matter and is now 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 Land Records Office to apply for and receive a Wisconsin Land Records Board grant totaling \$88,160.00, with the work to be completed by not later than December 31, 2025, and

BE IT FURTHER RESOLVED that approval is hereby granted for the grant funds to be spent according to the terms of the grant and for the following uses:

1. \$68,913 towards the completion of statutorily required benchmarks to create a Statewide digital parcel map;
2. \$18,247 to develop, maintain and operate a basic land information system and for the implementation of Richland County’s Land Information Plan;
3. \$1,000 for educational and training purposes, and

BE IT FURTHER RESOLVED that the County Clerk is hereby authorized to sign on behalf of the County such documents as may be necessary to carry out this Resolution, and

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

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE LAND &
ZONING STANDING COMMITTEE
(27 NOVEMBER 2023)

AYES _____ NOES _____

RESOLUTION _____

FOR AGAINST

DEREK S. KALISH
COUNTY CLERK

MELISSA LUCK
STEVE CARROW
LINDA GENTES
DAVID TURK
JULIE FLEMING
DANIEL MCGUIRE

DATED: DECEMBER 12, 2023

RESOLUTION NO.23- _____

A Resolution Approving Richland County to Enter into a Contract with Environmental System Research Institute Ince (ESRI) for Arc GIS Licensing for desktops for a total cost of \$37,402.00 annually.

WHEREAS Barbara Scott the Director of Management Information Systems has advised the Land and Zoning Committee that there is a need for ESRI Licensing for Richland County, and

WHEREAS the Land and Zoning Committee has carefully considered this matter and is now 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 Richland County MIS Department to Enter into a contract with Environmental System Research Institute Ince (ESRI) for Arc GIS Licensing for desktops for a total cost of \$37,402.00 annually and

BE IT FURTHER RESOLVED that funds to carry out this Resolution shall come from 2024 NG 9-1-1 GIS Grant and approval is hereby granted for the MIS Director to sign the purchase agreement for these services, and

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

VOTE FOR FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE LAND AND ZONING COMMITTEE:

AYES _____ NOES _____

FOR AGAINST

RESOLUTION

COUNTY

DATED



Quotation # Q-501802

Date: November 13, 2023

Customer # 132296 Contract # 2008MPA2644

County of Richland
Richland County
181 W Seminary St Rm 309
Richland Center, WI 53581-2356

ATTENTION: Barbara Scott
PHONE: 6086495922
EMAIL: barbara.scott@co.richland.wi.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 7/25/2023 To: 1/21/2024*

Material	Qty	Unit Price	Total
86353 ArcGIS Desktop Standard Concurrent Use Perpetual License	4	\$6,545.00	\$26,180.00
87143 ArcGIS Desktop Basic Concurrent Use Perpetual License	2	\$3,273.00	\$6,546.00
88282 ArcGIS Spatial Analyst for Desktop Concurrent Use Perpetual License	1	\$2,338.00	\$2,338.00
90321 ArcGIS Publisher for Desktop Concurrent Use Perpetual License	1	\$2,338.00	\$2,338.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Chad Anderson	Email: canderson@esri.com	Phone: (651) 454-0600 x8319
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

ANDERSONC **This offer is limited to the terms and conditions incorporated and attached herein.**



Quotation # Q-501802

Date: November 13, 2023

Customer # 132296 Contract # 2008MPA2644

County of Richland
Richland County
181 W Seminary St Rm 309
Richland Center, WI 53581-2356

ATTENTION: Barbara Scott
PHONE: 6086495922
EMAIL: barbara.scott@co.richland.wi.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 7/25/2023 To: 1/21/2024

Subtotal:	\$37,402.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$37,402.00

This quote is subject to the terms and conditions of Esri contract # 2008MPA2644 with the State of Wisconsin. Please reference the contract on your Purchase Order; no other terms shall apply.

New purchases of ArcGIS Desktop include 12 months of complimentary maintenance. The included maintenance provides you access to several benefits, including Product and Technical Support per the Esri Product Support Lifecycle. Please be advised that specific components of ArcGIS Desktop (ArcMap, ArcScene, ArcGlobe, ArcCatalog, ArcMap Extensions) are no longer in the General Availability stage of the lifecycle. However, the latest versions of the ArcGIS Pro component of the ArcGIS Desktop bundle (and extensions for ArcGIS Pro) remain in General Availability. Please familiarize yourself with the Esri Product Lifecycle Support Policy (<http://downloads2.esri.com/support/techarticles/product-life-cycle.pdf>) to understand the level of support included with each component of the ArcGIS Desktop bundle, and ask your Sales Representative if you have questions.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Chad Anderson	Email: canderson@esri.com	Phone: (651) 454-0600 x8319
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

ANDERSONC **This offer is limited to the terms and conditions incorporated and attached herein.**



Quotation # Q-501802

Date: November 13, 2023

Customer # 132296 Contract # 2008MPA2644

County of Richland
Richland County
181 W Seminary St Rm 309
Richland Center, WI 53581-2356

ATTENTION: Barbara Scott
PHONE: 6086495922
EMAIL: barbara.scott@co.richland.wi.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 7/25/2023 To: 1/21/2024

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Chad Anderson	Email: canderson@esri.com	Phone: (651) 454-0600 x8319
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

ANDERSONC

This offer is limited to the terms and conditions incorporated and attached herein.

RESOLUTION NO.23- _____

A Resolution Approving Richland County to Enter into a Contract with Catalis for Permit Management for total cost of \$21,750.00, of which \$13,500.00 is an annual expense and \$8,250.00 is a onetime setup fee.

WHEREAS Barbara Scott the Director of Management Information Systems has advised the Land and Zoning Committee that there is a need for new database management for Richland County, and

WHEREAS the Land and Zoning Committee has carefully considered this matter and is now 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 Richland County MIS Department to Enter into a contract with Catalis for Permit Management for total cost of \$21,750.00 with an annual renew of \$13,500.00 and

BE IT FURTHER RESOLVED that funds to carry out this Resolution shall come from 2023 unused zoning salary funds and approval is hereby granted for the MIS Director to sign the purchase agreement for these services, and

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

VOTE FOR FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE LAND AND ZONING COMMITTEE:

AYES _____ NOES _____

FOR AGAINST

RESOLUTION

COUNTY

DATED



ORDER FORM

CUSTOMER INFORMATION

Customer:	Richland County, WI	Address:	181 West Seminary Street
Contact Name:	Barbara Scott		Richland Center, WI 53581
Email Address:	barbara.scott@co.richland.wi.us		
Phone:	608-649-5922		
Billing Contact:	Barbara Scott	ACH:	<input checked="" type="checkbox"/>
Billing Email:	barbara.scott@co.richland.wi.us	PO Required:	<input type="checkbox"/>
Billing Phone:	608-649-5922	Tax Exempt:	<input checked="" type="checkbox"/>

Catalis Representative: Jackie Pankau-Daniels, jackie.pankau-daniels@catalisgov.com, 203-816-6547

SUBSCRIPTION TERM

Subscription Start Date: January 1, 2024
 Subscription End Date: December 31, 2028
 Auto-Renewal: Yes (Annual)
 The Initial Term of the Subscription shall begin on the Subscription start date and will continue for 5 years.

PRICING

1. FEE SUMMARY

Software Subscription Fees for Year 1 Total:	\$26,500.00
Professional Services One-time Fees Total:	\$7,500.00

Fee details for these totals are in the tables below.

2. SOFTWARE SUBSCRIPTION FEES

	Year 1	Year 2	Year 3	Year 4	Year 5
Permit Management	\$12,500.00	\$13,250.00	\$14,045.00	\$14,887.70	\$15,780.96
GIS	\$14,000.00	\$14,840.00	\$15,730.40	\$16,674.22	\$17,674.68
Total Subscription Fees	\$26,500.00	\$28,090.00	\$29,775.40	\$31,561.92	\$33,455.64

- 2.1. Year 1 Software Subscription Fees shall be billed upon the Subscription Start Date.
- 2.2. Future Year Software Subscription Fees shall be billed annually in advance.

3. ONE-TIME PROFESSIONAL SERVICES FEES

Permit Management Implementation	\$7,500.00
Total One-Time Services Fees	\$7,500.00

- 3.1. One-time Professional Services Fees shall be billed upon the Subscription Start Date of this Order Form.

4. PAYMENT PROCESSING FEES

4.1. E-Payment System

In consideration for the provision of the development, hosting, application, customer service, and processing fees related to the E-Payment System, Customers will pay applicable fees ("Convenience Fees") and/or Merchant will be billed applicable fees ("Merchant Absorbed Fees") associated with payment transactions marked (☒) as follows:

Payment Channel	Transaction Type	Fee Structure*	Merchant Absorbed
☒ Online (via web or mobile device)	☒ Credit Cards ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction, the higher of: 2.99% per transaction or \$2.95 minimum fee per transaction	☐
	☒ Debit Cards ☒ Visa ☒ Mastercard ☒ Discover		
	☐ PayPal / PayPal Credit / Venmo		
	☒ E-Check / ACH	\$1.50 per transaction	☐

*Fee structure includes indemnified transaction processing for credit and debit transactions.

4.2. E-Payment Implementation Services

Only the services marked (☒) will be implemented. Fees will be waived if Merchant implements E-Payment System within six (6) months:

Implementation Service	Fee Recurrence	Fee
☒ E-Payment System Deployment & Program Implementation	One-time	\$10,000.00 Waived
☒ Web Services or API Implementation	One-time	\$5,000.00 Waived
☒ Support & Training (1 session)	Per session	\$350.00 Waived

5. ADDITIONAL SERVICES

Future Professional Services, customizations, modifications, or integrations can be provided at a current year hourly services rate. Any additional work requested will require a Professional Services Work Order.



TERMS & CONDITIONS

The Agreement is dated effective and shall be considered binding upon execution ("Effective Date") by and between Customer and Licensor.

The Agreement incorporates by reference the following, in order of precedence:

This Order Form

The Master Software Subscription and Services Agreement

<https://catalisgov.com/software-as-a-service-saas-terms-and-conditions/>

Exhibit A: One-Time Professional Services Scope of Work

Exhibit B: Software Description and Scope of Use

Exhibit C: Payment Processing Scope of Work

Exhibit C: Payment Processing Terms and Conditions with Sub-Merchant Agreement

<https://catalisgov.com/payment-processing-terms-and-conditions/>

<https://catalisgov.com/merchant-services-agreement-for-sub-merchants/>

General Notes:

- Capitalized terms used herein but not defined in this Order Form have the meanings given to them in the Master Software Subscription and Services Agreement.
- Customer and Catalis agree to keep all aspects of this agreement confidential to the extent permitted by law.
- Pricing and/or terms are subject to change if the Order Form is not signed within sixty (60) days of the Order Form date.
- Any Recurring Fees will increase annually by the greater of six percent (6%) or the increase in the CPI for the prior calendar year (as reflected in the pricing table(s) above).
Invoices are due within thirty (30) days after the date of the invoice.

ACCEPTANCE

By signing below, I represent that I am validly authorized to enter into this Order Form and related Agreement and accept their terms and conditions.

Effective Date: _____

RICHLAND COUNTY:

By: _____

Name: _____

Title: _____

Date: _____

CATALIS PUBLIC WORKS & CITIZEN ENGAGEMENT, LLC

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT A: ONE-TIME SCOPE OF WORK

IMPLEMENTATION INCLUDES:	
Software	Inc.
5 Workflows Created	Inc.
2 hours Remote Training (Post Academy Graduation)	Inc.
.csv import of historical data from 5 workflows	Inc.
Public Portal Setup	Inc.
Tax System Integration with LandNav	Inc.
Mobile Friendly	Inc.

EXHIBIT B: SOFTWARE DESCRIPTION AND SCOPE OF USE

This Exhibit provides a description of the Software Services being offered; however, it is understood that detailed Functional Specifications will also be available in separate Documentation provided for guidance on product functionality and usage.

ANNUAL SUBSCRIPTION INCLUDES:	
Unlimited Users	Inc.
AWS Hosting	Inc.



EXHIBIT C: PAYMENT PROCESSING SCOPE OF WORK

Strategy

After the contracting process has ended, Catalis (the "Provider") will build and maintain payment channel(s), as defined below, to allow Merchant to securely accept, validate, and track payment data from its Customers. Where Web E-Payment System is in scope, an initial test site will be built to load all data received from Merchant and optional Integration with Third-party Vendor. On this test site, Provider will build logic and business rules to govern the hosted data. If integrated, once the web services have been properly built, tested, and reviewed, Provider will establish Merchant Identification credentials. Web services and Merchant Identification credentials will be applied and integrated into the hosted site and data backed payments will be tested. Once the payments are tested, Provider will initiate training for all Merchant personnel, done remotely. Upon successful training, the hosted website will be moved into a production environment and undergo a subsequent round of testing. After testing and validation of the data, Merchant will direct Provider to launch the site.

The date of System launch ("**Go-Live**") will be targeted during an implementation kickoff call with all relevant stakeholders. The successful completion of this Statement of Work is dependent on Merchant reviewing test content, data, and functionality in a timely manner, and providing an appropriate level of operational and strategic engagement to participate in training, deploy the solution into production environments, and follow through with the responsibilities listed below.

Scope

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Merchant will make resources available to assist Provider in the timely launch of the payment processing program. The provider cannot be held accountable for unreasonable Merchant delays and may choose to delay the implementation should Merchant not be able to provide appropriate resources. If the system does not launch within twelve (12) months of signature date due to Merchant delays, the full implementation fee will become due. Otherwise, there is not cost for the implementation or services provided unless specified herein.

Payments are deposited daily into a custodial account and transferred by ACH electronic transfer to Merchant daily. The payment will be accompanied by a reconciliation detailing the payments included. Any money transfer fees will be absorbed by Provider.

2. **E-Payment System Utilization**

- 2.1. Merchant will make Provider's Services available to its Customers through various means of communication, including a) through billing statements, invoices and other payment notices; b) by providing IVR and Web payment details on the Merchant's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) through the Merchant's general IVR/Phone system and d) other channels deemed appropriate by the Merchant.

- 2.2. Provider shall provide the Merchant with logos, graphics, and other marketing materials for use in its communication with its Customers regarding the payment services provided by Provider. Both parties agree that Provider will be presented as the primary payment method option. Merchant will communicate the Provider payment Service option to its Customers wherever the Merchant generally communicates its other payment methods.

- 2.3. Payments types shall be processed through the payment channels defined in this SOW as marked (☒):

- | | |
|--|---|
| <input type="checkbox"/> Tax | <input type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Utilities | <input type="checkbox"/> Child Support |
| <input type="checkbox"/> Court Fees & Fines | <input checked="" type="checkbox"/> Miscellaneous |
| <input checked="" type="checkbox"/> Licenses | |



3. **Provider Deliverables:** Provider shall deliver the following, included as marked (☒):
- 3.1. ☒ Web E-Payment System
 - 3.1.1. Provider shall build, host, and maintain Merchant-specific website(s) for Merchant (if applicable). The provider will purchase a URL and provide it once available.
 - 3.1.2. Provider will provide a secure website that will allow payers to enter their pertinent information, e.g., citizen name or other unique identifier, and then proceed to pay with a credit or debit card.
 - 3.1.3. System will collect and transmit payment information for authorization and settlement.
 - 3.1.4. System will provide method of transferring transaction data back to Merchant.
 - 3.1.5. For non-integrated systems, upon notification of an over- or under-payment of any fine amount, Provider will refund an overpayment or notify the Customer via automated email of their under-payment and the remaining amount due.
 - 3.1.6. The payer will be simultaneously advised via automated email that the transaction has been completed and will receive further notification when the Merchant processes the payment.
 - 3.2. ☒ eCheck/ACH E-Payment System
 - 3.2.1. Provider will configure web E-Payment System to accept eCheck/ACH Payments.
 - 3.3. ☒ Integrations
 - 3.3.1. Provider will create/maintain an integration with Merchant's Permit Management and Website Management system.
 - 3.4. ☒ E-Payment System Training
 - 3.4.1. The provider will provide support and training to Merchant personnel via live, web-based session(s). A training schedule will be shared during implementation.
4. **Merchant's Responsibilities:** For Provider to provide the Services outlined in this SOW, the Merchant shall deliver the following, included as marked (☒):
- 4.1. ☒ General
 - 4.1.1. Provide ACH forms required for the remittance of funds (if applicable).
 - 4.1.2. Provide a fine list in an electronic format and updates within forty-eight (48) hours of a change (if applicable).
 - 4.1.3. Provide a payment schedule in an electronic format (if applicable).
 - 4.1.4. Attend client care calls as requested.
 - 4.1.5. Notify Provider of changes to any state, county, or municipal mandates or laws.
 - 4.1.6. Revoke system access of terminated Merchant employees at time of termination.
 - 4.2. ☒ Web E-Payment System
 - 4.2.1. For the duration of this SOW, Merchant will maintain an active link connecting the Merchant website and the Provider payment portal in a prominent and mutually agreed location on the Merchant website.



CATALIS 

CATALIS Proposal

Harnessing Technology to Enhance Local Municipalities


Prepared For: Richland County

Prepared By: Jackie Pankau-Daniels

Proposal Valid Until: 12-18-2023



THE LEADING PROVIDER OF SOFTWARE SOLUTIONS FOR GOVERNMENTS AND COMMUNITIES ACROSS NORTH AMERICA

 Saved B

payments partner powering all levels and sizes of government – municipalities, counties, states, provinces and federal agencies. Our deep experience U.S. and Canada to deliver at their highest ability on behalf of their communities.





CATALIS solutions are built to support governments of all sizes from villages and towns to rural and small cities. As a service provider, our trusted advisors are dedicated to delivering advanced solutions that improve everyday municipal operations. Together, we can help your local government harness the latest technology to connect your local services directly with your community.

THE CATALIS ADVANTAGE

Our client-focused outlook coupled with our comprehensive software suite underlines our promise to work diligently to ensure that you receive exceptional value for your investment. From software development, to installation, training and ongoing support – we strive to understand your issues and be responsive to your needs.

Catalis offers a unique set of solutions that can be tailored to both rural and urban municipalities, highlighted by the following considerations:

Focus On Municipal Governments

We specialize in small-urban and rural-based municipalities.

Smart

Both complicated and repetitive tasks are easily completed.

Safe & Secure

Your municipal information is safe behind a modern security system.

Customized

No matter the size of government, you can get the perfect mix of tools that work best for you.

Trusted Advisors

Catalis provides a unique set of services and capabilities that have contributed to our reputation as municipal trusted advisors.

Flexible

Easily move your information and integrate with other third-party software.

Personal & Timely Support

Installation, training, or ongoing support, you get access to the people that designed your software.



Our knowledgeable staff consists of experts in municipal administration, operations, and technology to connect and share information. Our team consistently strives to find technologically and innovative solutions to help municipalities address challenges. This way, we empower municipalities to make data-informed decisions to provide value to their ratepayers.

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Catalis solutions currently support 7,000+ local governments from rural to small urban municipalities in 54 states and provinces. As a customer-driven service provider, our trusted advisors are dedicated to delivering advanced solutions that improve everyday municipal operations. To help municipalities harness the latest technology to connect their citizens directly with local government, we go above and beyond to work closely with:

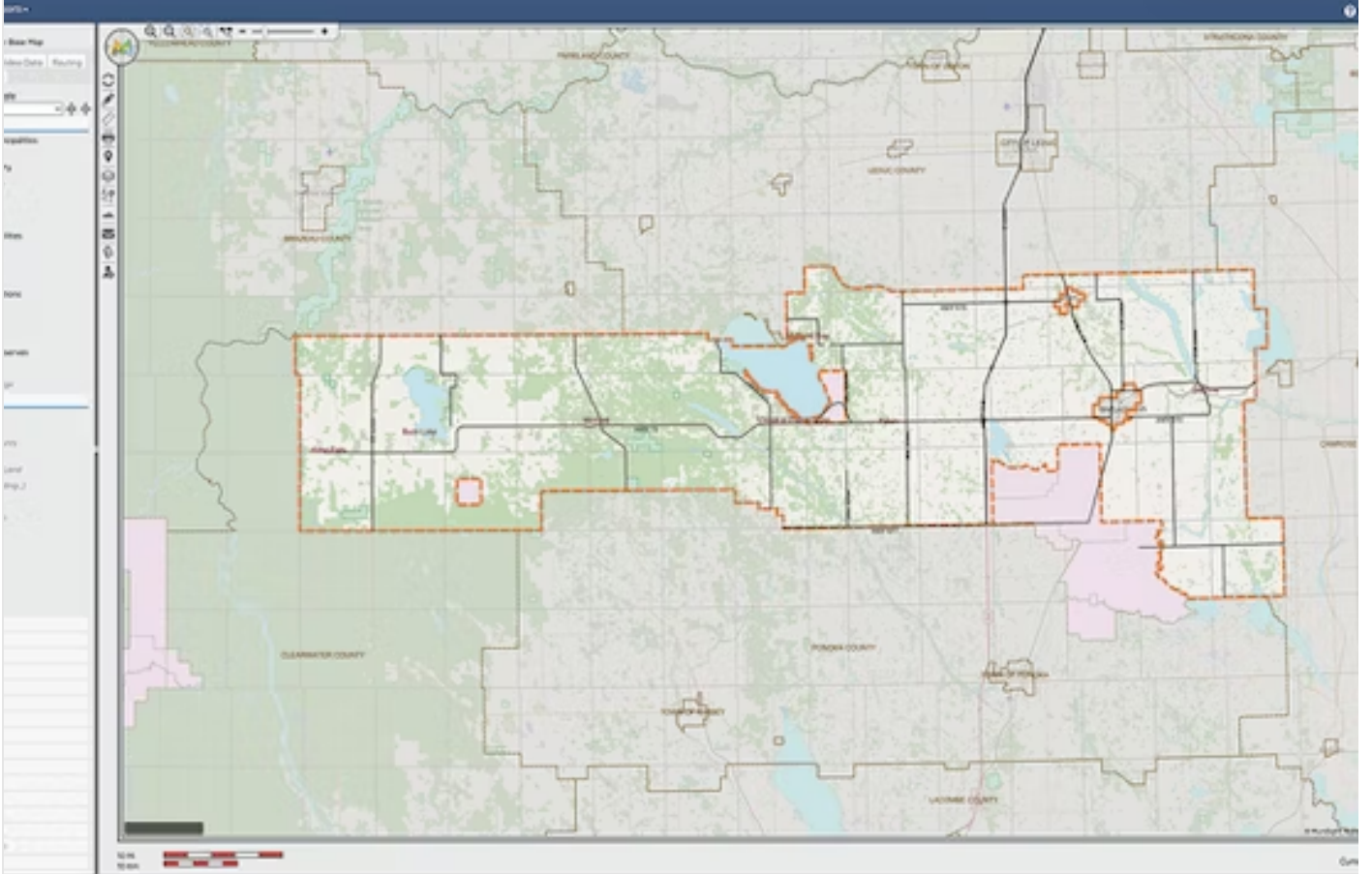
- Senior Administrators
- Public Works Departments
- Accounting and Finance Professionals
- Engineers
- Planning and Development Staff
- Corporate Services and Clerks
- With our solutions, your government can connect and simplify municipal information to deliver value

to your residents. We're here to help you to do more, with less. **In fact, with over 20 years of experience, our Public Works & Engagement solutions currently support 2,100+ municipalities across North America and have processed 9 million+ citizen requests to date.**

Eliminating Information Silos

g municipalities to access everything from one centralized database. WebMap visualizes property, asset management, planning, emergency ser either in the office or the field.

friendly public portal to view select municipal information catered to their specific needs.





Save Time

 Saved **B**

Reporting

Collaboration

Take Action

Integrations

Consolidate And Streamline Permit Process Management

Permit Process Management is a digital platform that allows you to easily handle your municipality's permits in one centralized program — no more permits scattered across multiple systems and folders. Easily process permits, find what you're working on and what comes next.

Custom Reporting

Custom Workflows

Public Portal

Streamline & Improve

Integrated

Digitize & Automate



Recommendations & Pricing

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We can offer 3 separate solutions to meet your needs at varying levels.
Please note that Year 1 costs are shown below; each subsequent yearly fee will increase by 6% over the prior year.

Scenarios

Solution 1

\$13,500
/ year

Select

Permit Management
+ \$8,250 Implementation Fee

Solution 2

\$17,000
/ year

Select

Catalis GIS

Recommended

Solution 3

~~\$30,500~~ **\$4,000 OFF**

\$26,500
/ year

Select

Permit Management
+ \$7,500 Implementation Fee
Catalis GIS

Total \$0

OUR SOLUTIONS

Our government-focused solutions pair industry expertise with advanced technology to deliver unparalleled benefits. With solutions that enable greater access to data, better citizen service, and more effective technology platforms, we drive agencies beyond the status quo of government processes.

Payments

Tax & CAMA

Courts & Land Records

Public Works & Engagement

Regulatory & Compliance

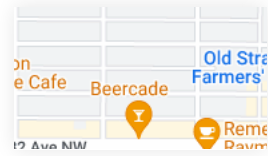
Contact Us

Website: catalisgov.com

USA: [833-781-8282](tel:833-781-8282)



CANADA: [888-403-4240](tel:888-403-4240)



Wisconsin has adopted the 2015 International Energy Code Paragraph C405.2.5 requires controls and in part states:” ...1. Be provided with a control that automatically turns off the lighting as a function of available daylight. 2. Where lighting the building façade or landscape, the lighting shall have controls that automatically shut off the lighting as a function of dawn/dusk and a set opening and closing time. 3. Where not covered in Item 2, the lighting shall have controls configured to automatically reduce the connected lighting power by not less than 30% from not later than midnight to 6 a.m., from one hour after business closing to one hour before business opening or during any period when activity has not been detected for a time of longer than 15 minutes. All time switches shall be able to retain programming and the time setting during loss of power for a period of at least 10 hours.”



An excellent resource for more information about outdoor lighting can be found at the link: <https://www.darksky.org/our-work/lighting/lighting-for-citizens/residentialbusiness-lighting/>

Examples of Bad vs Good Outdoor Light Shielding

Bad



Light bulb is visible

Good - There are many styles of full cutoff fixtures to choose from – these are just examples.



Light bulb is concealed by top shade

Recommendations for Outdoor Lighting

Outdoor lighting has changed dramatically with the proliferation of Light Emitting Diode (LED) fixtures. Excessive light from the new fixtures are having a major negative impact on the night skies and there is growing evidence of negative impacts on wildlife and even human health



Image Courtesy of Grand County and Moab, Utah



“...as light pollution spreads, we are slowly losing one of the oldest and most universal links of all human history.”

-Peter Lipscomb, Santa Fe Astronomer

Best practices to accomplish this are as follows. We encourage you to share this with your electrical contractor when selecting fixtures and to ensure you have the appropriate wiring for controlling the fixtures.

- Always choose fully shielded fixtures that direct light down to the area where it's needed, provide effective night lighting, but don't send glare to the neighbors or to cars driving by. These are also known as “full cutoff” and “dark sky” fixtures



- Use only “warm-white” LEDs with Color Temperature (CCT) of 2700 K or 3000 K (K is degrees Kelvin)

- Look for products that are capable of being dimmed.

- Consider dimming, using motion sensors or turning off lights during overnight hours. **Note that for commercial projects this is a state energy code requirement.***

- Avoid the temptation to over-light because of the higher efficiency of LEDs.

- Only light the exact space and in the amount required for particular tasks.



We encourage you to select outdoor lighting that is energy and cost efficient, protects wildlife, and promotes the goal of dark night skies. These choices are critical today because we will be living with them for a generation.