



# Richland County

Land & Zoning Standing Committee

February 27, 2024

## NOTICE OF MEETING

Please be advised that the Richland County Land & Zoning Standing Committee will convene at 3:00 p.m., Monday, April 1, 2024 in the County Board Room, 181 W. Seminary Street.

Virtual access and documents for the meeting can be found by clicking on this link:

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

### Agenda:

1. Call to order
2. Proof of notification
3. Agenda approval
4. Approval of March 4, 2024 and March 25, 2024 minutes meeting minutes
5. \*Zoning petitions
  - a. Berghorn Petition
  - b. Ewing Petition
  - c. Winchel/Breninger Petition
6. Catalis Data Transfer discussion
7. Discussion and possible action on hiring summer interns for data transfer
8. \*Short-term rental discussion and possible action
9. Discussion and possible action on becoming DATCP agent
10. \*Contract approval
  - a. Schwanz Riprap
  - b. Knoble Riprap
  - c. Fuchs Grade Stabilization
  - d. Veal Well decommissioning
11. \*2024 Land Conservation Work plan
12. Ash Creek Community Forest
13. Zoning Administrators report
14. County Conservationist report
15. Public Comment
16. Future agenda items
17. Adjournment

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

\*\* Added agenda Item

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  
March 4, 2024**

The March 4, 2024, Land & Zoning Standing Committee meeting was called to order 3:00 p.m. by Vice-chair Linda Gentes in the County Board Room of the Richland County Courthouse. Present were Julie Fleming, Steve Carrow, Dan McGuire and David Turk. Also present were Matthew Albright, Cathy Cooper, Barb Scott, Julie Lins and Tyler Wilkinson. Melissa Luck was absent.

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

#4 Minutes- Julie Fleming moved to approve the minutes of the February 5, 2024 meeting. Seconded by Steve Carrow. All said aye. Motion approved.

#5a Fuller Petition- No one was present. Janet Fuller wants to sell 5 acres in Willow township to her grandson to build a house. The rest of the land would stay Ag/Forest. Julie Fleming moved to approve rezoning 5 parcels in Willow Township from Ag/Forestry to Ag/Residential. Seconded by David Turk. All said aye. Motion approved.

#5b Delamatter Petition- Tyler Wilkinson was represent Jane Delamatter. Jane wants to split off the buildings with 17 acres from the rest of the property in Dayton Township. The 67 acres that are left would remain Ag/Forest. Steve Carrow moved to rezone 17 acres in Dayton township from Ag/Forest to Ag/Residential. Seconded by Julie Fleming. All said aye. Motion carried.

#6 Zoning Administrator/Sanitarian- Cathy Cooper and Matthew Albright announced that a person has been offered the job and has accepted the job. This person is still in college. She will start 2 days a week either remotely or in the office starting March 18, 2024 and will start full time in May after she graduates.

#7 & #8 Catalis Data Transfer/Summer interns for data transfer- Matthew Albright looked into the budget and there would be \$12,000 to \$14,000 available in the Zoning budget to pay for either and intern or towards having Catalis transfer the old zoning data along with file attachments. Barb Scott mentioned that there really needs to have a scope defined to send to Catalis to get a accurate quote from them. Matthew Albright and Barb Scott will put together a scope and send it to Catalis to get a quote.

#9 Short-term rental- Linda Gentes mentioned that the Hillsboro ordinance that is in the packet is a good example for the committee to look at. It was mentioned that maybe the county should share what they develop with the City of Richland Center. After much discussion, the committee feels that a special meeting should be held later this month to focus solely on the short-term rental ordinance. March 25, 2024 at 3:00 was selected as the date.

#10 Joint DATCP/DNR grant application- Cathy Cooper presented the 2025 Joint DATCP/DNR grant application for committee approval and to forward to the full County Board. Steve Carrow moved to approve the Joint DATCP/Grant Application and to take it to County Board. Seconded by Julie Fleming. All said aye. Motion approved.

#11 Zoning Administrator report- Matthew Albright said he has finished several year end reports that were due. He sent the list of new septic systems to the Department of Safety and Professional Services (DSPS). The DSPS will be doing an audit of these files sometime soon. He also sent a report that the US Census Bureau needed. A rezone report was sent to the Department of Agriculture, Trade and Consumer Protection. Townships have also been requesting reports on the rezones completed in their townships.

#12 County Conservationist Report- Cathy Cooper said that the tree sale is going well. The committee would like a list of what trees are available. Cathy, Derrick Warner and Kori Rogers will be attending the WI Land + Water conference March 6-8 in Green Bay. Cathy also reported that the sand pit in Sextonville is in the process of being reclaimed. Trucks were hauling in top soil last fall into the pit so that it could be seeded.

#13 Public Comments- None

#14 Future Agenda Items- Short-term rentals, Catalis data transfer, Land Conservation 2024 work plan and state agent for inspections

#15 Adjournment-Steve Carrow moved to adjourn the meeting until March 25, 2024 at 3:00 pm. Seconded made by Julie Fleming. All said aye. Motion carried. Meeting adjourned at 3:50 p.m.

Respectfully submitted,

*Cathy Cooper*

Cathy Cooper  
Secretary pro temp  
Land & Zoning Secretary

**Richland County  
Land & Zoning Standing Committee  
Meeting Minutes  
March 25,2024**

The March 25, 2024, 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 Julie Fleming, Steve Carrow and Linda Gentes. David Turk was present via Webex. Also present were Matthew Albright, Cathy Cooper and Dennis Fry. Katrina Salewski was present via Webex.

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

#4 Discussion and possible action on short-term rental ordinance- The committee went through the proposed ordinance section by section. They also looked at Hillsboro's ordinance to see what could be used. Melissa Luck updated the proposed ordinance during the meeting. The consensus is that the short-term rentals will be issued a license and not a conditional use permit. The license would be good for 2 year starting July 1<sup>st</sup>. If the property is sold, the license would expire as it would be non-transferable. The zoning ordinance would need to be updated to allow this use in R-1 and R-2 districts. Existing short-term rentals would be given one year to get a license. After going over the whole ordinance, the consensus of committee is to have Melissa Luck make the changes to the ordinance and that it be sent to Mr. Windle for his review.

#5 Discussion and possible action on becoming an agent of DATCP- No discussion occurred. The committee decided to talk about it at the April 1, 2024 meeting.

#6 Adjournment-Julie Fleming moved to adjourn the meeting until April 1, 2024 at 3:00 pm. Seconded made by Steve Carrow. All said aye. Motion carried. Meeting adjourned at 4:38 p.m.

Respectfully submitted,

*Cathy Cooper*

Cathy Cooper  
Secretary pro temp  
Land & Zoning Secretary



5815

Customer #  
Petition # RZ2024-002  
Original Owner:

COUNTY OF RICHLAND ZONING COMMITTEE  
NOTICE OF PETITION

(I) (We) First Name(s) Last Name Phone

Address 12869 County UU City Soldiers Grove State WI Zip 54655

First Name(s) Tyler Last Name Williamson Phone (608) 553-6800

Address 205 S. Winsted Street City Spring Green State WI Zip 53588

hereby petition the Richland County Zoning Committee for a:

Mail Report

☐ Rezone from Non-Conforming Rezone to R-1

☐ CUP to permit

☐ SUP to permit

☒ Other Addressing non-conforming parcel, BOA for lot size variance

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

Present description of the property involved in this petition is as follows: Parcel # 002-0944-1100

Qtr Qtr Section Town Range Township # of acres

Lot Block Subdivision # of Acres Approved

Present Use Single family residence

Present Improvements

Proposed Use

Legal Description SE/SE, Sec. 09, 10N, 02W

Petition Filed Petitioner Notified Rezone Decision Ordinance #

Catagory Town Notified CUP Decision CB Date

Fee Amount ☐ Township Approval CUP Expires CB Decision

Meeting Date Decision Date SUP Decision Amendment #

Comments



County Clerk Approval

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

Tyler Williamson

Name	Title	Address	City	State	Zip Code
Paul, Matt, & Deanna Eserhut		N6205 N Salem Rd	Beaver Dam	WI	53916
Rick & Kristina Bartels		12544 Town Line Rd	Richland Center	WI	53581
Benjamin & Christine Miller		12837 County Hwy UU	Soldiers Grove	WI	54655
Jamieson & Stacy Laeseke		13023 County Hwy UU	Soldiers Grove	WI	54655
Kathleen Maly		24001 Side McMullen Ln	Soldiers Grove	WI	54655

ED AT  
ATH  
THE  
CEL  
ADJOINING TO

EAST ONE-QUARTER CORNER  
SECTION 9, T10N, R2W  
1" DIA. X 24" IRON PIPE  
REPLACED WITH RICHLAND COUNTY  
CAST IRON MONUMENT

81°17'24" E 49.28'  
(81°17'24" E 49.28')

S 87°31'57" E 13.99'  
(S 86°11'25" E 13.95')

C. T. H.

33.40'

33.00'

R/W - 33'

" U U "

IRON PIPE FOUND  
0.11' WEST FROM THE  
EAST LINE OF THE SE 1/4

REMAINS OF OLD FENCE

N 00°01'04" W 466.71'  
(NORTH 466.71')

HYDRANT  
OFF PARCEL  
BY APPROX. 13'

SHED

S 08°36'52" E 444.04'  
(S 08°36'40" E 443.78')

EAST LINE OF SOUTHEAST ONE-QUARTER  
S 08°36'52" E 2645.02'

NEAR  
SE 1/4  
SECTION 9

AREA  
43,586 SQ.FT.  
1.001 ACRES

PARCEL DESCRIBED  
VOL. 249, PG. 252

FOUND DISTURBED  
DIST.-DIST. INTERSECTION  
STING PIPES

S 81°20'58" W 130.55'  
(S 81°23'20" W 130.55')

N 08°36'52" W 213.27'

= 100'  
200'

SCALE

RICHLAND COUNTY  
CLERK'S OFFICE  
RECEIVED FOR FILE

DEC 4 1995

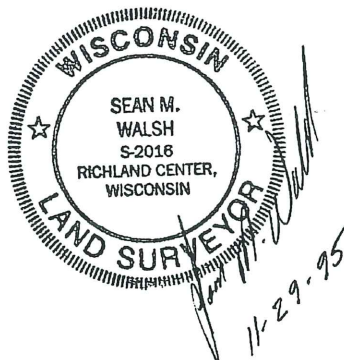
By  
COUNTY SURVEYOR

IND

LOCATED  
DESCRIBED DIMENSIONS (VOL. 249, PG. 252)

HEREON AND THIS IS A CORRECT  
AND LOCATION OF THE PROPERTY, AND

THE PRESENT OWNERS OF THE PROPERTY,  
OR GUARANTEE THE TITLE THEREOF,  
TO THEM I HEREBY CERTIFY THAT  
IN ACCORDANCE WITH ACCEPTABLE  
W CONTAINED HEREON IS TO THE BEST  
A TRUE REPRESENTATION THEREOF.



SOUTHEAST CORNER  
SECTION 9, T10N, R2W  
RICHLAND COUNTY CAST IRON  
MONUMENT PLACED

BENCHMARK SURVEYS

OF ST. WIS., INC.  
P. O. BOX 486, 133 N. CENTRAL AVE., RICHLAND CENTER, WI 53581  
(800) 647-8533

JOB NUMBER 1360  
DR. BY: CJC / SMW

NOVEMBER 1995  
SHEET 1 OF 2

210020911291995A

*Rec'd 6/17/81 - Kerst*  
*Kerst, Reg. Land Surveyor*

SURVEY PLAT  
WOODLAND CONSULTANTS, INC.

SURVEY FOR: Charles J. McMullen

May 1, 1981

#177-A (Twp) Sheet 1 of 2

A SURVEY OF A PARCEL OF LAND DESCRIBED AS FOLLOWS:

Commencing at the Northeast Corner of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 9, T. 10 N., R. 2 W., Richland County, Wisconsin; Thence S 8°-36'-40" E, 1987.73 feet along the East line of said Section 9 to the point of beginning;

Thence S 8°-36'-40" E, 443.78 feet along said East line;

Thence S 81°-23'-20" W, 130.55 feet;

Thence North, 466.71 feet to a point in the centerline of Richland County Trunk Highway "UU";

Thence S 81°-17'-24" E, 49.28 feet to a point in said centerline;

Thence S 86°-11'-25" E, 13.95 feet to a point in said centerline and the point of beginning;

The above described parcel of land being located in the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 9, T. 10 N., R. 2 W., Richland County, Wisconsin and containing 1.00 acre and being subject to all conveyances of record.

I certify that I have surveyed the above described parcel of land and that the following Plat is an accurate survey and a true representation thereof and correctly shows the exterior boundary lines of said parcel and the correct measurements thereof to the best of my knowledge and belief.

Dated this 8th day  
of May, 1981  
Richland Center, Wisconsin

  
K. A. Kerst  
Registered Land Surveyor S-1385





# SURVEY PLAT

Survey for: Charles J. McMullen

May 1, 1981

Sheet 2 of 2

Parcel located in the  
Southeast Quarter (SE ¼)  
of the Southeast Quarter  
(SE ¼) of Section 9,  
T. 10 N., R. 2 W.,  
Richland County, Wisconsin.

NE corner  
SE ¼

Centerline Richland  
County Trunk Highway  
"U U"

## LEGEND

- 1" diameter X 24" iron pile  
placed, min. wt. 1.1  
lbs./ lin. ft.

North  
466.71'

Magnetic  
N

1" = 50'

Shed

House

Section line

1.00 Acre

K. A. Kerst  
Registered Land Surveyor  
S-1385

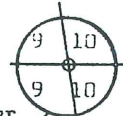


RICHLAND COUNTY

WOODLAND CONSULTANTS, INC.

RICHLAND COUNTY BANK BUILDING, RICHLAND CENTER, WISCONSIN

346.001



S 8°-36'-40" E  
1987.73'

S 8°-36'-40" E  
443.78'

S 81°-23'-20" W  
130.55'

S 81°-17'-20" E, 130.29'

S 86°-11'-20" E, 13.95'

33.4'

33.0'

Petitioner Name: Jim & Dawn Berghorn, by Tyler Wilkinson  
Phone Number: (608) 553-6500  
Property: 12869 County Highway UU, Soldiers Grove, WI  
Date: February 21, 2024

REQUIRED INFORMATION CONCERNING A PETITION  
TO THE RICHLAND COUNTY  
BOARD OF ADJUSTMENTS

The following is a list of additional information, beside the application, that you are required to provide to the Richland County Board of Adjustments. This information must be completed and turned into the zoning office by the date and time of the hearing you are required to attend. State and/or local law requires all petitions to be published for two full weeks in the county paper prior to the hearing and notification to all adjacent property owners within 300 feet of the subject property. Failure to provide adequate information and/or attendance to meetings may mean your petition will be tabled or denied. To qualify for a variance, an applicant must demonstrate that all three criteria of the three-part test outlined below are met.

**1. Unnecessary Hardship – An unnecessary hardship exists when compliance would unreasonably prevent the owner from using the property for a permitted purpose or would render the conformity with such restrictions unnecessarily burdensome. Please explain below why you feel an unnecessary hardship exists:**

We are seeking a variance allowing a parcel that is approximately 1.7 acres, with its own septic system, to be zoned R-1. This variance would bring a non-conforming parcel into compliance and allow a future owner to obtain a building permit to add a garage or other allowed accessory structure. Currently the non-conforming status prevents an owner from obtaining a building permit.

This present lot was created prior to the present owners and was not their fault. The R-1 zoning classification has a minimum 2 acre lot size for a lot served with a private septic system. This lot was originally surveyed and created in 1981, around the time that Akan adopted zoning, but somehow was never zoned or brought into compliance with the zoning ordinance. There is no Richland County Zoning classification that would fit this parcel in its current lot size – the two residential based districts require a minimum of 2 acres when a parcel has a private septic.

There is no actual contiguous land to add to this parcel to bring it into compliance. The neighbors are unwilling currently to convey an additional .3 acres to bring the parcel into compliance. There is some “technically” contiguous property under common ownership – a 7.2 acre parcel across McMullen Lane that is also owned by the Berghorns. However, taking some acreage from the Berghorns’ other property creates a “Frankenstein” parcel with a non-usable portion of land across a public road that serves no actual purpose.

**Akan Town Hall Regular Board Meeting  
Minutes  
February 8, 2024 at 7:00 p.m.**

The Town Board meeting was called to order February 8, 2024, at 7:00 pm. at the Akan Town Hall, 12249 State Hwy 171, Blue River, WI 53518

**Pledge of Allegiance** - was led by Richard Kientopf.

**Call to Order** - by Kientopf, 2<sup>nd</sup> by Rossing

**Roll Call – Present:** Chairman Richard Kientopf, Supervisor Jon Rossing , Jan Harris and Jessica Laeseke

**Verify Posting** – Road sign and online

**Approve the Agenda**- Motion by Kientopf and 2<sup>nd</sup> by Rossing. All Aye, carried.

**Minutes from 1/11/2024** – Motion by Kientopf and 2<sup>nd</sup> by Rossing. All Aye, carried.

**Treasurer's Report** - A balance forwarded of \$92,744.68 for December. Month ending with a checkbook balance of \$328,678.47. Motion to accept the treasurer's report for January by Kientopf/second by Rossing. Motion carried.

**Present and Approve Bills for Payment**- Motion by Kientopf to approve the bills. Rossing seconded to approve the bills for payment. Motion carried.

**Specific Matters for Discussion:**

- a. Rezoning Homestead Lane- Valdees have 262 acres would like to sell buildings since they are not out here often. Mostly people out of the area for 51 acres for \$599,00. Would like to rezone from ag/forest to ag/residential 19 acres total with the buildings. Discussion from the board, questions on why not keep 35 acres total vs only 19 acres with the building. Motion by Rossing to not accept the rezoning of the 19 acres to ag/residential, second by Kientopf.
- b. Rezoning 12869 County Road UU Jim and Dawn Berghorn property. In the 1980's prior to Akan being rezoned there was a 1 acre chunk carved out and the lane was added to the parcel. It was never rezoned and is a non-conforming parcel. Are trying to do RR2 rezoning, because it is 1.7 acres. Staff thinks we are cleaning up the mess. Motion by Kientopf to rezone the property at 12869 County Road UU to RR2, second by Rossing.

**Under specific matters for discussion-**

**Roads Report-** Maly received a response from Kenneth Hines that he would like more sand on the roads.

**Recycling Report-** NA

**Buildings Report-** NA

**Ambulance Report-** NA

**Fire Report-**

**Public Comments-**

**Adjourn-** Chairman adjourned the meeting at 7.29 pm

Copy

Richland County Zoning & Land Information

Richland County Courthouse

181 West Seminary Street

Richland Center, WI 53581

Notice is hereby given that the Richland County Land and Zoning Standing Committee will be meeting on April 1, 2024 at 3:00 PM in the County Board Room, Richland County Courthouse, 181 W Seminary St, Richland Center, Wisconsin for the following reasons:

1. To hear a petition of James and Dawn Berghorn to rezone 1.7 acres from Non-conforming to Residential 1 in section 9, Town of Akan.
2. To hear a petition of Aaron Ewing to rezone a surveyed 3.5+ acres from Agriculture/Forestry to Residential 1 in section 26, Town of Dayton
3. To hear a petition of Lucas Winchel/Brian Breininger to put in a 3 acre Non-Metalic Mine on a 164 acre tract of land, owned by Brian Breininger, Section 1, Town of Eagle.

Information concerning these properties for rezone, including legal descriptions, maps and applications are available for review at the Richland County Zoning Office at the above address.

Information concerning this Non-Metallic Mine on this property, including descriptions, maps, and applications are available for review at the Richland County Land Conservation Office at the above address.

Agenda

1. Call to Order
2. Approve agenda and publication
3. Berghorn Petition
4. Ewing Petition
5. Winchel/Breininger Petition
6. Adjourn



**Akan Town Hall Regular Board Meeting  
Minutes  
February 8, 2024 at 7:00 p.m.**

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**Call to Order** - by Kientopf, 2<sup>nd</sup> by Rossing

**Roll Call – Present:** Chairman Richard Kientopf, Supervisor Jon Rossing , Jan Harris and Jessica Laeseke

**Verify Posting** – Road sign and online

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**Under specific matters for discussion-**

**Roads Report-** Maly received a response from Kenneth Hines that he would like more sand on the roads.

**Recycling Report-** NA

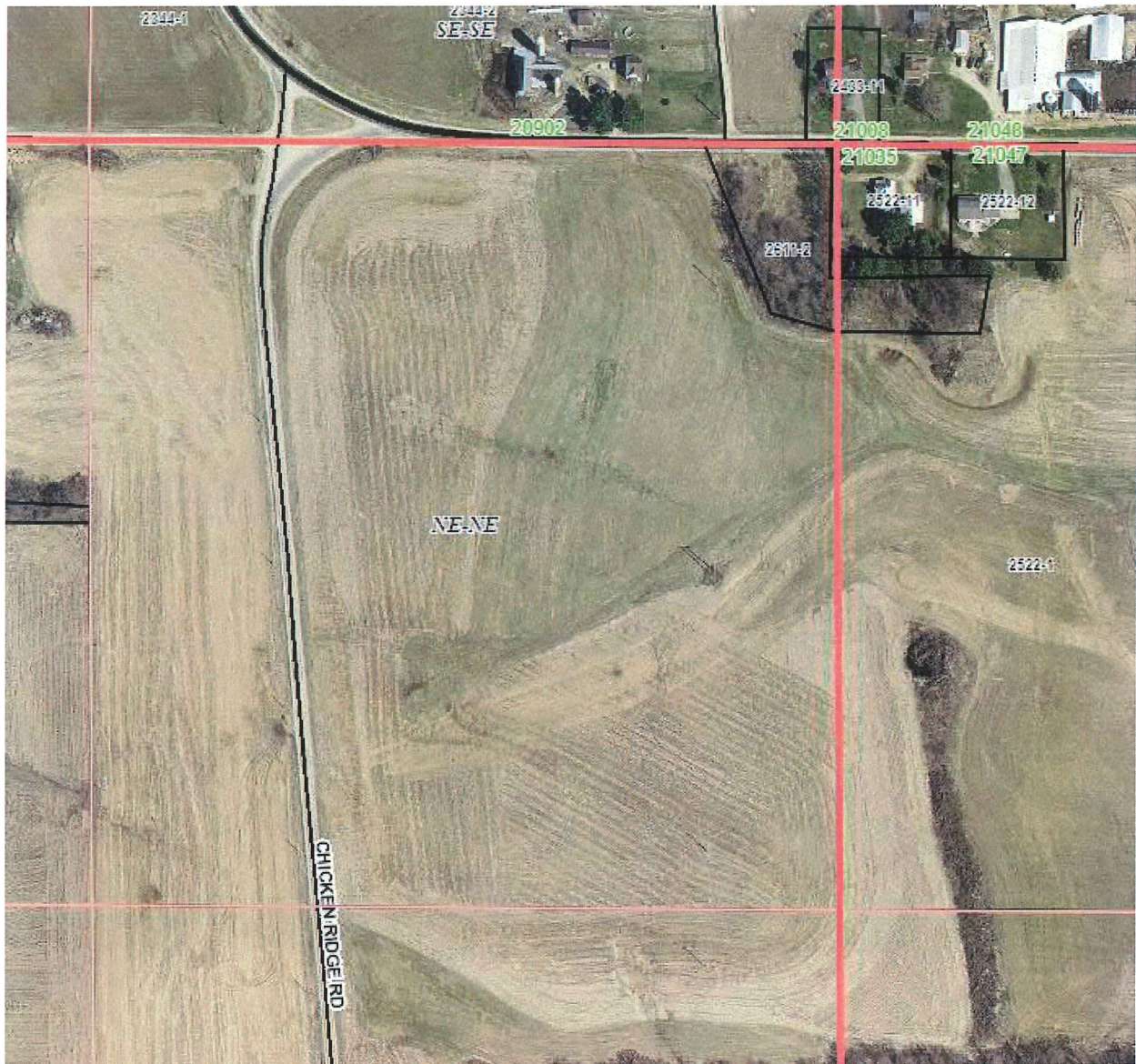
**Buildings Report-** NA

**Ambulance Report-** NA

**Fire Report-**

**Public Comments-**

**Adjourn-** Chairman adjourned the meeting at 7.29 pm





RECEIVED  
MAR 13 2024

PD CK 1615

Customer #

Petition #

COUNTY OF RICHLAND ZONING COMMITTEE  
NOTICE OF PETITION

(I) (We) First Name(s) Aaron Last Name Ewing Phone 608-475 0792

Address PO Box 124 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 Residential 1

☐ 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 # 008-2611-1000

Qtr NE Qtr NE Section 26 Town 10N Range 1W Township Dayton # of acres 3.584

Lot 1 Block Subdivision # of Acres Approved

Present Use Agriculture/Forest

Present Improvements None

Proposed Use Residential 1

Legal Description

Petition Filed Petitioner Notified Rezoning Decision Ordinance #

Category Rezoning Town Notified CUP Decision CB Date

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

Meeting Date Decision Date SUP Decision Amendment #

Comments

County Clerk Approval

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

DRAFT COPY

RICHLAND COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER  
AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26,  
TOWNSHIP 10 NORTH, RANGE 1 WEST, TOWN OF DAYTON, RICHLAND COUNTY, WISCONSIN.

SURVEY PREPARED FOR:

MR. AARON EWING

19249 5TH 56

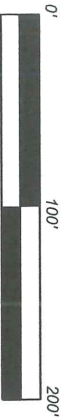
RICHLAND CENTER, WI 53581

SURVEY PREPARED BY:  
SEAN M WALSH, PLS 2016

**WALSH** SURVEYING - MAPPING  
GEOMATICS, LLC PO BOX 486, RICHLAND CENTER, WI 53581

608-383-1501 (O) 608-347-9307 (M)

GRAPHIC SCALE



SCALE: 1" = 100'

BASIS OF BEARINGS AND ORIENTATION:  
NAD 83 (2011) EAST LINE OF THE  
NORTHEAST QUARTER SECTION 26,  
T10N, R1W DETERMINED TO BEAR  
N00°20'17"W



NORTHEAST CORNER  
SECTION 26, T10N, R1W  
6" DIA RICHLAND COUNTY  
CAST IRON MONUMENT FOUND  
WITNESS TIES MISSING  
NEW GOVT CORNER RECORD  
TO BE FILED

UNPLATTED LANDS BY OWNERS

SECTION 26  
T10N, R1W  
TOWNSHIP OF DAYTON

S 69°36'36" E 505.64'  
469.16'

LOT 1  
VACANT LANDS

156,133 SQ. FT.  
3.584 ACRES TOTAL

3.3 ACRES EXCLUDING R/W

NE 1/4 - NE 1/4  
2.61 AC.

UNPLATTED LANDS BY OWNERS

N 00°20'17" W 1501.57'

EAST LINE NORTHEAST QUARTER  
(N 00°20'19" W 2667.86')  
N 00°20'17" W 2667.84'

UNPLATTED LANDS BY OWNERS

CHICKEN RIDGE ROAD  
N 04°49'25" W 341.30'

N 04°49'25" W 341.30'

36.48'

APPROX 40' LINE

SE 1/4 - NE 1/4  
0.97 AC.

469.16'

N 69°36'36" W 505.64'

UNPLATTED LANDS BY OWNERS

S 89°39'48" W  
449.42'

POINT OF  
BEGINNING

N 00°20'17" W 1166.27'

POINT OF COMMENCEMENT  
EAST QUARTER CORNER  
SECTION 26, T10N, R1W  
8" DIA RICHLAND COUNTY  
CAST IRON MONUMENT FOUND  
WITNESS TIES VERIFIED

LEGEND:

● --- INDICATES 3/4" X 18" IRON REBAR, WEIGHT 1.5 LBS/FT PLACED BY THIS SURVEY  
(000.00) --- DIMENSIONS IN PARENTHESIS ARE AS PREVIOUSLY RECORDED / DESCRIBED

cont'd

BEING LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 1 WEST, TOWN OF DAYTON, RICHLAND COUNTY, WISCONSIN.

I, SEAN M. WALSH, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY: THAT I HAVE SURVEYED, DIVIDED, MAPPED AND MONUMENTED THE LANDS SHOWN HEREON, BEING LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 1 WEST, TOWN OF DAYTON, RICHLAND COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 26;  
THENCE NORTH 00°20'17" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 1166.27 FEET;  
THENCE SOUTH 89°39'48" WEST, 449.42 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREINAFTER DESCRIBED;  
THENCE NORTH 69°36'36" WEST, 505.64 FEET TO A POINT ON THE CENTERLINE OF CHICKEN RIDGE ROAD;  
THENCE NORTH 04°49'25" WEST, ALONG SAID CENTERLINE, 341.30 FEET;  
THENCE SOUTH 69°36'36" EAST, 505.64 FEET;  
THENCE SOUTH 04°49'25" EAST, 341.30 FEET TO THE POINT OF BEGINNING.

THAT I HAVE MADE THIS SURVEY AND LAND DIVISION UNDER THE DIRECTION OF AARON EWING FOR DAVID L. AND FRANCINE C. EWING, OWNERS.

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

THAT I HAVE FULLY COMPLIED WITH CHAPTER A-27 OF THE WISCONSIN ADMINISTRATIVE CODE, SECTION 236.34 OF THE WISCONSIN STATUTES AND THE LAND DIVISION ORDINANCES OF RICHLAND COUNTY IN SURVEYING, DIVIDING AND MAPPING THE SAME.

## OWNERS CERTIFICATE:

AS OWNER OF THE LANDS SHOWN HEREON, I, DAVID L. EWING, DO HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON.

I ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY SECTIONS 236.10 OR 236.12, WIS. STATS. TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

RICHLAND COUNTY ZONING

DAVID L. EWING DATE

**NOTARY CERTIFICATE:**

STATE OF WISCONSIN)

COUNTY OF \_\_\_\_\_ )

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THE ABOVE NAMED DAVID L. EWING, KNOWN BY ME TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NAME \_\_\_\_\_

NOTARY PUBLIC, \_\_\_\_\_ COUNTY, WISCONSIN

MY COMMISSION EXPIRES \_\_\_\_\_

## OWNERS CERTIFICATE:

AS OWNER OF THE LANDS SHOWN HEREON, I FRANGINE C. EWING DO HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON.

I ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY SECTIONS 236.10 OR 236.12, WIS. STATS. TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

RICHLAND COUNTY ZONING

FRANCINE C. EWING

DATE

**NOTARY CERTIFICATE:**

STATE OF WISCONSIN)

COUNTY OF \_\_\_\_\_ )

PERSONALLY CAME BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THE ABOVE NAMED  
FRANCINE C. EWING, KNOWN BY ME TO BE THE PERSON WHO EXECUTED  
THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NAME \_\_\_\_\_

NOTARY PUBLIC, \_\_\_\_\_ COUNTY, WISCONSIN

MY COMMISSION EXPIRES

**RICHLAND COUNTY ZONING APPROVAL:**

RESOLVED THAT THE THIS CERTIFIED SURVEY MAP LOCATED IN THE TOWN OF DAYTON, RICHLAND COUNTY, WISCONSIN, DATED 08/19/2024, BEING FILED FOR RECORD WITH THE CLERK OF COURT, IS HEREBY APPROVED BY RICHLAND COUNTY ZONING.

DAVID L. EWING AND FRANCINE C. EWING, OWNERS, IS HEREBY APPROVED BY RICHLAND COUNTY ZONING.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

**MATTHEW ALBRIGHT, ZONING ADMINISTRATOR**



OK 3296  
RECEIVED

MAR 05 2024

Customers ID   
Office Permit #   
Mine Site ID Number

## NON-METALLIC MINING PERMIT

☐ RECLAIMED/CLOSED

Last Name  First Name  Phone Number  Mine (Quarry) Name   
Applicant/Operator Address  Applicant/Operator City  Year Initial Application   
Applicant/Operator State  Applicant/Operator Zip  Total Site Acreage   
Property Owner Last Name  Property Owner First Name  ☒ Active Mine  
Property Owner Address  Property Owner Phone  ☐ Non-active Mine  
Property Owner City  Property Owner State  Property Owner Zip

### LOCATION:

Township  Parcel #  Qtr  Qtr2  Section  Town  Range

General Location

Nature of Mine

Permit #	Report Year	Currently Disturbed	Inactive	Permitted	Undisturbed to be Activated This Year	Disturbed This Year	Reclaimed	Approval Date
<input type="text" value="2024001"/>	<input type="text" value="2024"/>	<input type="text" value="0"/>	<input type="text"/>	<input type="text" value="3"/>	<input type="text" value="3"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2/23/2024"/>

#### Fee Schedule

Fee/Acre	<input type="text" value="\$75.00"/>
	<input type="text" value="3"/>
Total Acre Fee	<input type="text" value="\$225.00"/>
Plan Review Fee (New or Revised)	<input type="text" value="\$900.00"/>
DNR Fee	<input type="text" value="\$0.00"/>
Year Total Fee	<input type="text" value="\$1,125.00"/>

Expr1014

RECEIVED

MAR 05 2024

## RICHLAND COUNTY PROPOSED RECLAMATION PLAN

**SITE NAME: Breinenger Quarry**

### **GENERAL INFORMATION:**

**Operator Name/ Address:** Green Tech Enterprises LLC  
E16249 Saint John's Ave  
Hillsboro, WI 54634  
608-386-4826

**Property Owner:** Brian Breininger  
27856 Manning Lane  
Richland Center, WI 53581

**Parcel Number/ Site ID #** \_\_\_\_\_

**Property Description:** Refer to Maps 1,2, and 3.  
  
Town of Eagle Richland County WI.  
The quarry entrance is located on the east  
side of Highway Y.

**Total Area of Property:** **164 acres** (total)

### **SITE INFORMATION:**

Current Property Description:





# MAP 2 TOPO LOCATION SURFACE WATERS

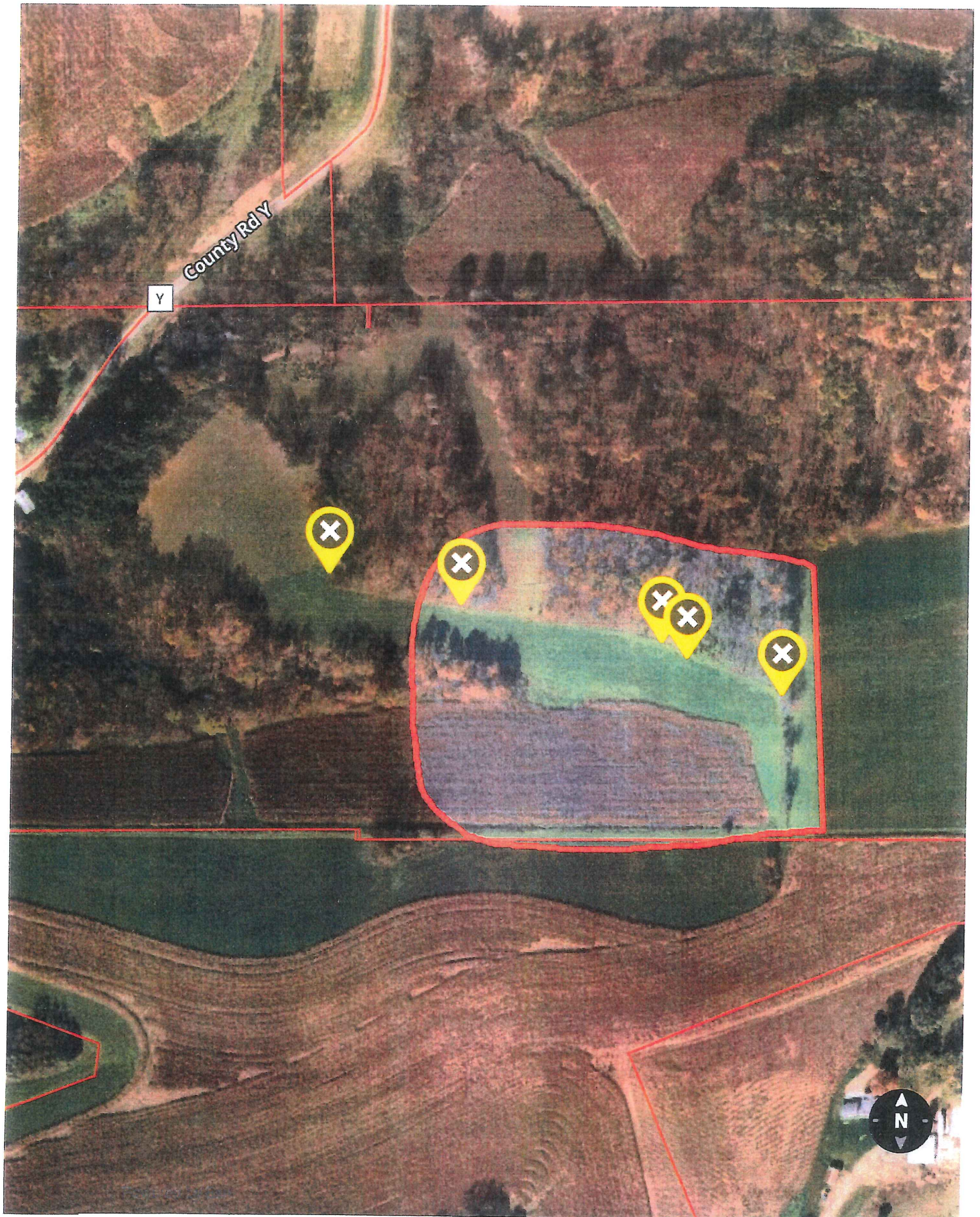






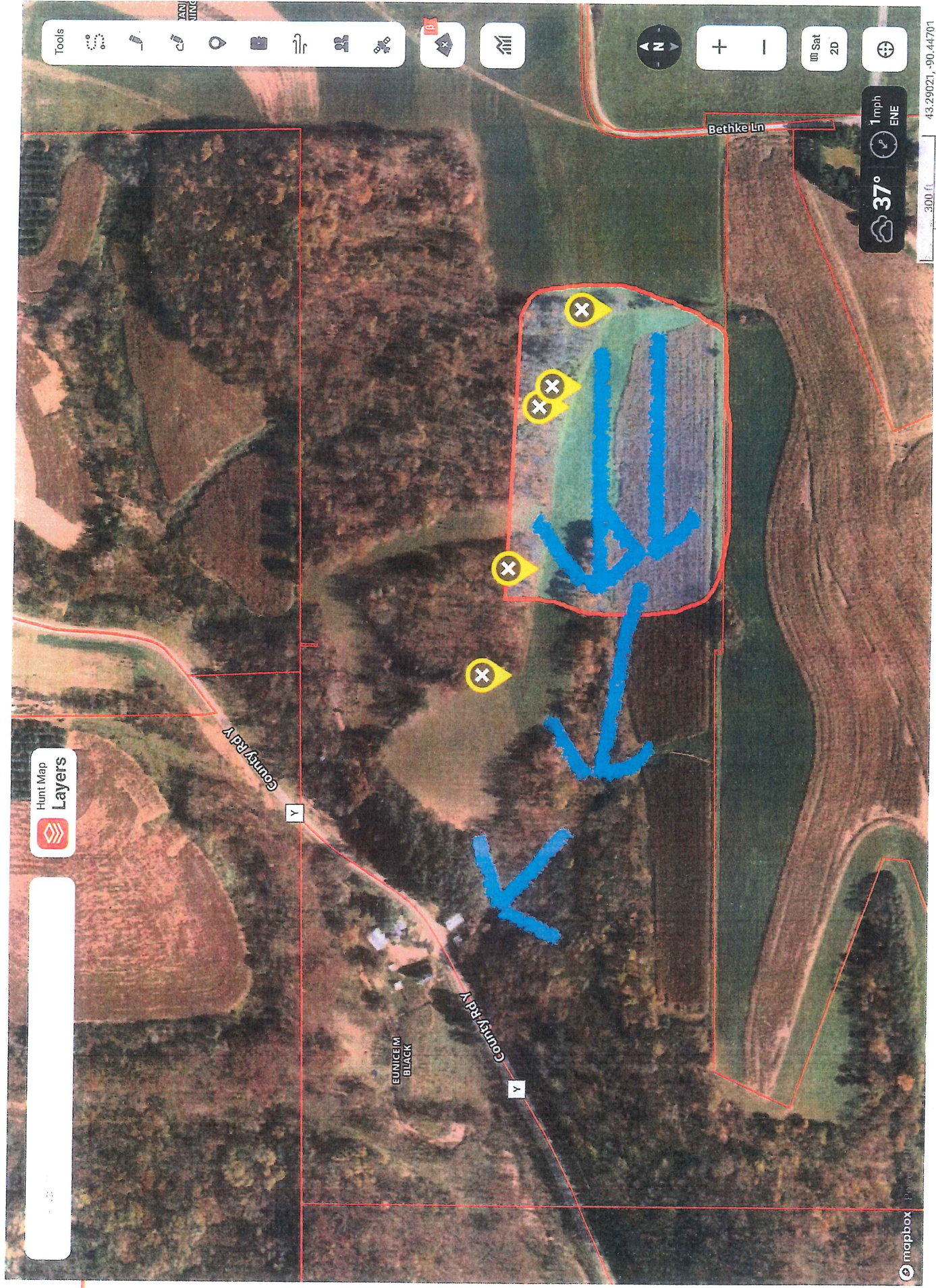
MAP 3 AERIAL PHOTO BOUNDARIES





MAP 5 EXISTING CONDITIONS





MAP 6 EXISTING DRAINAGE PATTERN



## Ordinance **XXX**. Short-Term Rentals

### **§ XXX-1. Purposes.**

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

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

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

### **§ XXX-2. Definitions.**

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

#### **DWELLING UNIT**

One or more rooms designed, occupied, used, or intended to be occupied or used, as separate living quarters, with a food preparation area and sleeping and sanitary facilities provided within such room(s).

#### **ENTITY**

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

#### **LAND AND ZONING STANDING COMMITTEE**

Committee of the Richland County Board of Supervisors with oversight of the Zoning Department and responsible for due process for appeals. Also referred to as Committee.

#### **LICENSE**

The short-term rental license issued under § XXX-4 will be valid for 2 years.

#### **2 YEAR LICENSE**

License Duration. Each permit shall expire on June 30, except that licenses initially issued during the period beginning April 1 and ending on June 30 shall expire on June 30 twenty-four two (2) years later. Example: license issued April 1, 2024 would expire June 30, 2026.

#### **OCCUPANT**

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

#### PERSON

An individual, group of individuals, or an entity.

#### PROPERTY MANAGER

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

#### PROPERTY OWNER

The owner of a short-term rental.

#### RENEWAL LICENSE

Any license issued under this Ordinance after the initial 2-year license has expired.

#### SHORT-TERM RENTAL

The rental of a tourist rooming house for a period of twenty-nine (29) consecutive days or less.

#### TOURIST ROOMING HOUSE

All lodging places and tourist cabins and cottages, other than hotels and motels, in which sleeping accommodations are offered for pay to tourists or transients. It does not include private boarding or rooming houses not accommodating tourists or transients, or bed and breakfast establishments regulated under Ch. ATCP 73, Wis. Admin. Code.

#### ZONING ADMINISTRATOR

Richland County Zoning Department employee or designee that is responsible for issuing licenses and renewals.

**§ XXX-3. Operation of short-term rentals.** Each short-term rental shall comply with this chapter's requirements and any other applicable state, county or local laws, codes, rules or regulations. Each short-term rental shall comply with the following standards:

- A. No person may maintain, manage or operate a short-term rental more than 10 nights each license year without a short-term rental license. Every short-term rental shall be operated by a property owner or property manager.
- B. Each short-term rental property owner is required to have the following licenses:
  - (1) A state of Wisconsin tourist rooming house license. Information can be found at [https://datcp.wi.gov/Pages/Programs\\_Services/TouristRoomingHouses.aspx](https://datcp.wi.gov/Pages/Programs_Services/TouristRoomingHouses.aspx)
  - (2) A license from Richland County issued pursuant to this ordinance.
- C. Each short-term rental shall comply with all of the following:

- (1) The number of occupants in any dwelling unit shall not exceed the limits set forth in Wis. Admin. Code § ATPC 72.14 for hotels, motels, and tourist rooming houses. Add language about septic capacity, what should be allowed SPS 383
- (2) No recreational vehicles (RVs), campers, tents or other temporary lodging arrangements shall be permitted on site as a means of providing additional accommodations for paying guests or other invitees. Exceptions can be made if septic is appropriately sized to handle additional guests.
- (3) If the property owner resides within 60 miles of the short-term rental property, a local property manager is not required to be designated. The property owner shall be available between the hours of 8:00 a.m. and 11:00 p.m. on those days when the property is rented. The property owner must notify the Zoning Administrator within three business days of any change in the property owner's contact information and submit the revised contact information to the Zoning Administrator within the same time period.
- (4) Unless the property owner resides within 60 miles of the short-term rental property, a local property manager must be designated for contact purposes and his or her name must be included in the application filed with the Zoning Administrator. The local property manager must reside within 60 miles of the short-term rental property and shall be available between the hours of 8:00 a.m. and 11:00 p.m. on those days when the property is rented. The property owner must notify the Zoning Administrator within three business days of any change in the property manager's contact information for the short-term rental and submit the revised contact information to the Zoning Administrator within the same time period.
- (5) Must have designated parking that abides by all laws.
- (6) Applicant is required to display county license number on any advertising or on-line reservation system.

**§ XXX-4. Short-term rental license. A license is required for each individual unit of rental. Follow DATCP procedure. Discuss further. Ask datcp**

- A. The Zoning Administrator shall issue a short-term rental license if an applicant demonstrates compliance with the provisions of Richland County Ordinance XXX. A short-term rental license is issued for two years and may be renewed biennially as provided in § XXX-6. The license shall contain the following information:
  - (1) The name of the property owner, with contact information including mailing address and a telephone number at which the property owner is available. If the property owner is also acting as the property manager, then the requirements of Section 3 Subsection C (3) shall apply to the property owner.
  - (2) The name of the property manager, with contact information, including mailing address, physical address (if different from mailing address) and a telephone number

at which the property manager shall be available between the hours of 8:00 a.m. and 11:00 p.m. on those days when the property is rented.

- (3) Description of the property and maximum occupancy allowed.
- (4) The license term.
- (5) The state of Wisconsin tourist rooming house license number.

#### **§ XXX-5. Short-term rental license procedure.**

- A. All applications for a short-term rental license shall be filed with the Zoning Administrator on forms provided by the Administrator. Applications must be filed by the property owner or the property manager. No license shall be issued unless the completed application form is accompanied by payment of the required application fee, which fee shall be nonrefundable.
- B. Each application shall include the following information and documentation for each short-term rental unit in order to demonstrate compliance with all requirements of this chapter, including, but not limited to, § XXX-8:
  - (1) The name of the property owner, with contact information including mailing address and a telephone number at which the property owner is available. If the property owner is also acting as the property manager, then the application shall include mailing address, physical address (if different from mailing address) and a telephone number at which the property owner shall be available between the hours of 8:00 a.m. and 11:00 p.m. on those days when the property is rented. Including a brief description of the unit and maximum occupancy allowed.
  - (2) A copy of a most recent completed State Lodging Establishment Inspection form.
  - (3) A copy of the state of Wisconsin tourist rooming house license issued under Wis. Stats. § 97.605; or proof that such state license has been applied for, in which event a provisional short-term rental license may be issued under this chapter for a period of 30 days but shall be conditioned upon the Zoning Administrator's receipt of a copy of such state license from the applicant within said thirty-day period, and if a copy of such state license is not received by the Zoning Administrator within said period, then such provisional license shall expire and be void at and after the end of said thirty-day period.
  - (4) Designation of a property manager, unless the property owner is acting as the property manager, with contact information, including mailing address, physical address (if different from mailing address) and a telephone number at which the property manager shall be available between the hours of 8:00 a.m. and 11:00 p.m. on those days when the property is rented, and an affirmative statement that the property manager is authorized to act as agent and as the local contact person for the property owner with respect to operation of the short-term rental, including taking



remedial action and promptly responding to any violation of this chapter or the County Ordinance relating to the licensed premises, and receiving service of notice of violation of this chapter's provisions.

- (5) Written certification by the property owner that the short-term rental meets the requirements of this chapter and applicable state and county laws, ordinances and regulations.
  - (6) Written certification by the property owner that the short-term rental meets the requirements of this chapter and applicable state and county laws, ordinances and regulations.
- C. Unless earlier revoked, each license period shall run from July 1 of one year to June 30 of the second year and may be renewed for additional two-year periods. The application fee shall be paid upon filing of the application. Any application that does not include all of the information and supporting documentation required by this chapter shall not be considered as complete.
- D. When the Zoning Administrator determines that an application is complete and meets the requirements of this chapter, the Zoning Administrator shall approve the application and issue a short-term rental license (or, if applicable, a provisional short-term rental license) to the applicant. If the Administrator determines that the application is incomplete or does not meet the requirements of this chapter, the Administrator shall deny the application and inform the applicant, in writing, of the reason(s) why the application was denied and what action is needed to obtain approval of the application.
- E. If the short-term rental property has outstanding fees, taxes, special charges or forfeitures owed to Richland County this may be a factor in whether or not the application will be approved. The Zoning Administrator may refuse to issue or renew a short-term rental license for any property or owner-applicant that has violated this Chapter any time within a period of twelve (12) months prior to the date of the permit application or if the property has had three (3) or more calls for law enforcement services in a twelve (12) month period.
  - (1) No short-term rental license (or, if applicable, a provisional short-term rental license) shall be issued if the applicant or short-term rental property is found to be subject to one of the grounds for revocation as provided in § XXX-9D (check reference).
- F. A short-term rental license is nontransferable and shall expire upon a transfer of legal control of the tourist rooming house property. The holder of any permit or license shall promptly notify the Zoning Administrator in writing of any transfer of the legal control of any property covered by the permit. A transfer of property to an entity or trustee shall not be considered a transfer of legal control as long as the owner(s) continue to have majority control of the entity or are trustees of the trust with control of the property; however, such new form of ownership shall be identified on any permit renewal application after such transfer. No refunds will be issued.

#### **§ XXX-6. Biennial Renewal.**

- A. Each application for renewal of a short-term rental license shall include updated information for the documentation on file with the Zoning Administrator, and payment of the renewal fee. A renewal application must be filed with, and a nonrefundable renewal fee must be paid to, the Zoning Administrator at least 90 days prior to the license expiration date to allow the Administrator adequate time to review the application. The Administrator shall determine whether the information provided in the renewal application is complete and meets the requirements of this chapter. The Administrator may also request reports from the Building Inspector, the Sheriff's Department and other law enforcement agencies regarding any enforcement actions taken with respect to the short-term rental properties and operations, and their owners, tenants, occupants or visitors.
- B. The Administrator shall review the renewal application and may approve or deny the application after taking into consideration the number, frequency and/or severity of law violations relating to the short-term rental property and operations, and its owner(s), tenant(s), occupant(s) or visitor(s), and whether such violations substantially harm or adversely impact the predominantly residential uses and nature of the surrounding neighborhood. If after such consideration the Administrator determines not to renew the license, the Administrator shall notify the applicant in writing of the reason(s) for such decision, and the applicant's right to appeal the decision to the Richland County Land and Zoning Committee as provided in § XXX-8.
- C. No license shall be renewed if the short-term rental property is under an order issued by the Building Inspector or a local health officer, or his or her designee, to bring the premises into compliance with state, county or local laws, codes, rules or regulations.

#### **§ XXX-7. Display of permit.**

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

#### **§ XXX-8. Appeal of licensing decisions; license revocation; appeal procedure; judicial review.**

- A. The Zoning Administrator's decision to deny an initial short-term rental license or to deny renewal of a short-term rental license shall specify the reason(s) for such denial, in writing. Prior to the time for the renewal of the license, the Zoning Administrator shall notify the licensee in writing of the County's intention not to renew the license and notify the licensee of his or her right to an appeal hearing as provided in § XXX-9B.
- B. The Zoning Administrator's decision to deny an initial license or to deny renewal of a license may be appealed to the Land & Zoning Standing Committee by filing a written appeal with the Administrator within 21 calendar days (excluding legal holidays) after the date of mailing of the written notice of the Zoning Administrator's decision denying such license or renewal license. The Land & Zoning Standing Committee shall conduct a due process hearing and issue a written decision on the appeal within 30 calendar days of the County's receipt of the written appeal, or the license shall be deemed granted. If the appellant appears at the hearing he or she may produce and cross-examine witnesses, present relevant evidence, and be represented by counsel of his or

her choosing, at his or her expense. If the Land & Zoning Standing Committee finds the Zoning Administrator's reason(s) for his or her decision sufficient, the decision shall be affirmed. If the Committee finds the Zoning Administrator's reason(s) for his or her decision insufficient, the decision shall be reversed, and the license shall be granted and issued. If the appellant does not appear at the hearing and the Committee finds the Zoning Administrator's reason(s) for his or her decision sufficient, the decision shall be affirmed. The Committee's written decision on the appeal must specify the reason(s) for its determination. The Zoning Administrator shall give written notice of the Committee's decision to the applicant or licensee. A license may be revoked by the Land & Zoning Standing Committee during the term of a license year and following a due process hearing for one or more of the following reasons:

- (1) Failure by the licensee to make payment of delinquent fees, taxes, special charges, forfeitures or other debt owed to the County on the licensed property.
- (2) Failure to maintain all required local, county and state licensing requirements.
- (3) Any violation of local, county or state laws or regulations which, based upon their number, frequency and/or severity, and their relation to the short-term rental property, its owner(s), tenant(s), occupant(s) or visitor(s), substantially harm or adversely impact the predominantly residential uses and nature of the surrounding neighborhood.

- C. Revocation. Any resident of or owner of property within Richland County may file a sworn written complaint with the Zoning Administrator alleging one or more of the reasons set forth in § XXX-9B (1-3) as grounds for revocation of a short-term rental license issued under this chapter. Upon the filing of the complaint, the Land & Zoning Standing Committee shall notify the licensee of the complaint by certified mail, return receipt requested and provide the licensee with a copy of the complaint. The notice shall direct the licensee to appear before the Committee on a day, time and place included in the notice, not less than 10 days and not more than 45 days from the date of the notice, and show cause why his or her license should not be revoked. The hearing shall be conducted as provided in § XXX-8B. If a license is revoked, the Zoning Administrator shall give notice of revocation to the licensee by certified mail, return receipt requested. No part of the fee paid for any license so revoked may be refunded.
- D. Judicial review. The action of the Land & Zoning Standing Committee in granting or renewing, refusing to grant or renew, or revoking a license under this chapter may be appealed to the full Richland County Board. Final appeal can be reviewed by the Richland County Circuit Court upon appeal by the applicant, licensee, or a resident of or owner of property within the County. Such appeal shall be filed within 30 days of the date of mailing by the Zoning Administrator of the notice of the Land & Zoning Standing Committee's action granting or renewing, refusing to grant or renew, or revoking a license. The procedure on review shall be the same as in civil actions commenced in the circuit court pursuant to Wis. Stats. Chs. 801 to 807. This section needs to be reviewed by Mr. Windle.

#### **§ XXX-9. Penalties.**

- A. Any person who violates any provision of this chapter shall be subject upon conviction thereof to a forfeiture of not less than \$250 nor more than \$750 for each offense, together with the costs of

prosecution, and in the event of default of payment of such forfeiture and costs shall be imprisoned in the Richland County Jail until such forfeiture and costs are paid, except that the amount owed is reduced at the rate of \$25 for each day of imprisonment and the maximum period of imprisonment is 30 days. Each violation and each day a violation occurs or continues to exist shall constitute a separate offense. Mr. Windle said could just reference fee language from zoning ordinance.

- B. The penalties set forth in this section shall be in addition to all other remedies of injunction, abatement or costs, whether existing under this chapter or otherwise. ASK MIKE IF NECESSARY

#### **§ XXX-10. Fees.**

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

#### **§ XXX-11. Severability.**

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

#### **§ XXX-12. TITLE???**

Owners of short-term rental units that are already renting on the date of the passage of this ordinance will have 60 days to notify the Richland County Zoning Department that they are currently operating a short-term rental unit in Richland County and will come into compliance with this ordinance by (insert date one year from approve of ordinance).



**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)  
**Linda L Schwanz** 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

Linda L Schwanz  
LANDOWNER/REPRESENTATIVE  
PRINT OR TYPE NAME: \_\_\_\_\_

DATE

3-12-2024

LANDOWNER/REPRESENTATIVE  
PRINT OR TYPE NAME: \_\_\_\_\_

DATE

State of Wisconsin )  
 ) ss.  
\_\_\_\_ County )  
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).

State of Wisconsin )  
 ) ss.  
\_\_\_\_ County )  
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  
PRINT OR TYPE NAME: CATHY COOPER

DATE

State of Wisconsin )  
 ) ss.  
\_\_\_\_ County )  
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)

*This document was drafted by the Wisconsin Department of Agriculture, Trade and Consumer Protection.*

Personal information you provide may be used for purposes other than that for which it was originally collected (Sec. 15.04(1) (m), Wis. Stats.)



<b>SECTION 1A. COUNTY INFORMATION</b>						<b>PAGE 2 of 5</b>			
NAME OF COUNTY AGENCY <b>Richland County Land Conservation Department</b>					TELEPHONE NUMBER <b>608-647-2100</b>				
ADDRESS <b>181 West Seminary Street</b>					CITY, STATE, ZIP CODE <b>Richland Center WI 53581</b>				
NAME OF AUTHORIZED REPRESENTATIVE <b>Cathy cooper</b>									
<b>SECTION 1B. LANDOWNER and GRANT RECIPIENT INFORMATION</b>									
TOTAL DATCP COST-SHARE AMOUNT (refer to page 5) <b>\$6724.20</b>					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) <b>Linda L Schwanz</b>									
ADDRESS <b>25495 Jackson St</b>									
CITY, STATE, ZIP CODE <b>Muscoda WI 53573</b>					TELEPHONE NUMBER <b>608-475-1460</b>				
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): <b>018-1433-2000</b> Latitude and longitude (degrees and minutes): <b>43.42532 ° N 90.46776 ° W</b> <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				
<b>INSTALLATION PERIOD</b>									
Each practice must be installed, and all costs associated with the practice must be incurred, by December 31 <sup>st</sup> of the cost-share contract year, or December 31 <sup>st</sup> 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.									
<b>Disclosure of non-DATCP funding:</b> 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).									
<b>Appeal Rights:</b> 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 <b>LS</b>	Date <b>3/12/24</b>	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 YB, 3/12/24, \_\_\_\_\_, \_\_\_\_\_.)
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
YB	3/12/24								



**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
LD	3/12/24								







**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) John W Ehrhardt & Sara N Ehrhardt and grant recipient(s) Loren L Knoble. 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

PRINT OR TYPE NAME: \_\_\_\_\_

State of Wisconsin )  
 ) ss.  
\_\_\_\_ County )

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).

LANDOWNER/REPRESENTATIVE

DATE

PRINT OR TYPE NAME: \_\_\_\_\_

State of Wisconsin )  
 ) ss.  
\_\_\_\_ County )

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 )  
 ) ss.  
\_\_\_\_ County )

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)

*This document was drafted by the Wisconsin Department of Agriculture, Trade and Consumer Protection.*

Personal information you provide may be used for purposes other than that for which it was originally collected (Sec. 15.04(1) (m), Wis. Stats.)



<b>SECTION 1A. COUNTY INFORMATION</b>						<b>PAGE 2 of 5</b>			
NAME OF COUNTY AGENCY <b>Richland County Land Conservation Department</b>					TELEPHONE NUMBER <b>608-647-2100</b>				
ADDRESS <b>181 West Seminary Street</b>					CITY, STATE, ZIP CODE <b>Richland Center WI 53581</b>				
NAME OF AUTHORIZED REPRESENTATIVE <b>Cathy cooper</b>									
<b>SECTION 1B. LANDOWNER and GRANT RECIPIENT INFORMATION</b>									
TOTAL DATCP COST-SHARE AMOUNT (refer to page 5) <b>\$6160</b>					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) <b>John W Ehrhardt &amp; Sara N Ehrhardt</b>									
ADDRESS <b>18369 County HWY Z</b>									
CITY, STATE, ZIP CODE <b>Richland Center WI 53581</b>					TELEPHONE NUMBER <b>608-475-1460</b>				
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): <b>018-1442-2000</b> Latitude and longitude (degrees and minutes): 43.42854 °                      ' N                      90.45667 °                      ' W 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.									
NAME OF GRANT RECIPIENT, if different than above. NOTE: SPOUSE MUST BE INCLUDED <b>Loren L Knoble</b>									
ADDRESS <b>20110 Hidden Valley Rd</b>									
CITY, STATE, ZIP CODE <b>Richland Center WI 53581</b>					TELEPHONE NUMBER <b>608-647-2479</b>				
<b>INSTALLATION PERIOD</b>									
Each practice must be installed, and all costs associated with the practice must be incurred, by December 31 <sup>st</sup> of the cost-share contract year, or December 31 <sup>st</sup> 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.									
<b>Disclosure of non-DATCP funding:</b> 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). <b>Appeal Rights:</b> 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. ATPC 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. ATPC 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. ATPC 50, Wis. Admin. Code and this contract, including compliance with applicable construction site erosion control standards, and (iii) nutrient management plans comply with s. ATPC 50.04(3) Wis. Admin. Code. The county may make payments to third parties as provided in s. ATPC 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. ATPC 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.

<b>Name of Person Preparing Technical Design:</b> <b>Derrick Warner</b> <b>Representing:</b> (COUNTY OR PRIVATE ENGINEERING FIRM) <b>Richland Co LCD</b>	<b>Technical Standards Used in the Design:</b> (LIST NAME AND DATE OF NRCS, DNR OR OTHER STANDARDS EMPLOYED IN THE DESIGN) <b>580-Streambank Protection</b>	<b>USE OF THE 3 BOXES BELOW IS OPTIONAL</b>	
		<b>REPRESENTING:</b> Richland Co LCD	<b>DATE OF APPROVAL:</b>
		<b>AMOUNT OF COST-SHARE CONTRACT APPROVED:</b> \$	

*	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 50.88	1	No.		\$8800	70	30		\$6160	\$2640	
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
				<b>TOTALS</b>	<b>\$8800</b>				<b>\$6160</b>	<b>\$2640</b>	

\* 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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COST-SHARE CONTRACT NO.: 5-24



**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)  
**Loren L Knoble** and grant recipient(s) **Loren L Knoble**. 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

PRINT OR TYPE NAME: \_\_\_\_\_

State of Wisconsin )  
 ) ss.  
\_\_\_\_ County )

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).

LANDOWNER/REPRESENTATIVE

DATE

PRINT OR TYPE NAME: \_\_\_\_\_

State of Wisconsin )  
 ) ss.  
\_\_\_\_ County )

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 )  
 ) ss.  
\_\_\_\_ County )

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)

*This document was drafted by the Wisconsin Department of Agriculture, Trade and Consumer Protection.*

Personal information you provide may be used for purposes other than that for which it was originally collected (Sec. 15.04(1) (m), Wis. Stats.)

<b>SECTION 1A. COUNTY INFORMATION</b>						<b>PAGE 2 of 5</b>			
NAME OF COUNTY AGENCY <b>Richland County Land Conservation Department</b>					TELEPHONE NUMBER <b>608-647-2100</b>				
ADDRESS <b>181 West Seminary Street</b>					CITY, STATE, ZIP CODE <b>Richland Center WI 53581</b>				
NAME OF AUTHORIZED REPRESENTATIVE <b>Cathy cooper</b>									
<b>SECTION 1B. LANDOWNER and GRANT RECIPIENT INFORMATION</b>									
TOTAL DATCP COST-SHARE AMOUNT (refer to page 5) <b>\$7000</b>					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) <b>Loren L Knoble</b>									
ADDRESS <b>20110 Hidden Valley Rd</b>									
CITY, STATE, ZIP CODE <b>Richland Center WI 53581</b>					TELEPHONE NUMBER <b>608-647-2479</b>				
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): <b>018-1442-1000</b> Latitude and longitude (degrees and minutes): 43.42691 °      ' N      90.45880 °      ' 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				
<b>INSTALLATION PERIOD</b>									
Each practice must be installed, and all costs associated with the practice must be incurred, by December 31 <sup>st</sup> of the cost-share contract year, or December 31 <sup>st</sup> 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.									
<b>Disclosure of non-DATCP funding:</b> 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).									
<b>Appeal Rights:</b> 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 ATPC 50.62, Wis. Admin. Code. All nutrient management plans must comply with s. ATPC 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. ATPC 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. ATPC 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. ATPC 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. ATPC 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. ATPC 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. ATPC 50, Wis. Admin. Code and this contract, including compliance with applicable construction site erosion control standards, and (iii) nutrient management plans comply with s. ATPC 50.04(3) Wis. Admin. Code. The county may make payments to third parties as provided in s. ATPC 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. ATPC 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.

<b>Name of Person Preparing Technical Design:</b> <b>Derrick Warner</b> <b>Representing:</b> (COUNTY OR PRIVATE ENGINEERING FIRM) <b>Richland Co LCD</b>	<b>Technical Standards Used in the Design:</b> (LIST NAME AND DATE OF NRCS, DNR OR OTHER STANDARDS EMPLOYED IN THE DESIGN) <b>580-Streambank Protection</b>	<b>USE OF THE 3 BOXES BELOW IS OPTIONAL</b>	
		<b>REPRESENTING:</b> Richland Co LCD	<b>DATE OF APPROVAL:</b>
		<b>AMOUNT OF COST-SHARE CONTRACT APPROVED:</b> \$	

*	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-50.88	1	No.		\$10,000	70	30		\$7000	\$3000	
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
				<b>TOTALS</b>	<b>\$10,000</b>				<b>\$7000</b>	<b>\$3000</b>	

\* 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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**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)  
**LaVerne D & Lynda C Fuchs** 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

PRINT OR TYPE NAME: \_\_\_\_\_

State of Wisconsin )  
 ) ss.  
\_\_\_\_ County )

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).

LANDOWNER/REPRESENTATIVE

DATE

PRINT OR TYPE NAME: \_\_\_\_\_

State of Wisconsin )  
 ) ss.  
\_\_\_\_ County )

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 )  
 ) ss.  
\_\_\_\_ County )

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)

*This document was drafted by the Wisconsin Department of Agriculture, Trade and Consumer Protection.*

Personal information you provide may be used for purposes other than that for which it was originally collected (Sec. 15.04(1) (m), Wis. Stats.)



<b>SECTION 1A. COUNTY INFORMATION</b>						<b>PAGE 2 of 5</b>			
NAME OF COUNTY AGENCY <b>Richland County Land Conservation Department</b>					TELEPHONE NUMBER <b>608-647-2100</b>				
ADDRESS <b>181 West Seminary Street</b>					CITY, STATE, ZIP CODE <b>Richland Center WI 53581</b>				
NAME OF AUTHORIZED REPRESENTATIVE <b>Cathy cooper</b>									
<b>SECTION 1B. LANDOWNER and GRANT RECIPIENT INFORMATION</b>									
TOTAL DATCP COST-SHARE AMOUNT (refer to page 5) <b>\$6860.00</b>					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) <b>LaVerne D &amp; Lynda C Fuchs</b>									
ADDRESS <b>1923 W Avalon Rd</b>									
CITY, STATE, ZIP CODE <b>Janesville WI 53546</b>					TELEPHONE NUMBER <b>608-752-3793</b>				
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): <b>008-2743-0000</b> Latitude and longitude (degrees and minutes): 43.31025 °      ' N      90.47633 °      ' 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				
<b>INSTALLATION PERIOD</b>									
Each practice must be installed, and all costs associated with the practice must be incurred, by December 31 <sup>st</sup> of the cost-share contract year, or December 31 <sup>st</sup> 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.									
<b>Disclosure of non-DATCP funding:</b> 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).									
<b>Appeal Rights:</b> 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 ATPC 50.62, Wis. Admin. Code. All nutrient management plans must comply with s. ATPC 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. ATPC 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. ATPC 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. ATPC 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. ATPC 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. ATPC 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. ATPC 50, Wis. Admin. Code and this contract, including compliance with applicable construction site erosion control standards, and (iii) nutrient management plans comply with s. ATPC 50.04(3) Wis. Admin. Code. The county may make payments to third parties as provided in s. ATPC 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. ATPC 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.

<b>Name of Person Preparing Technical Design:</b> <b>Derrick Warner</b>  <b>Representing:</b> (COUNTY OR PRIVATE ENGINEERING FIRM) <b>Richland Co LCD</b>	<b>Technical Standards Used in the Design:</b> (LIST NAME AND DATE OF NRCS, DNR OR OTHER STANDARDS EMPLOYED IN THE DESIGN) <b>410-Grade Stabilization Structure</b>	<b>USE OF THE 3 BOXES BELOW IS OPTIONAL</b>	
		<b>REPRESENTING: Richland Co LCD</b>	<b>DATE OF APPROVAL:</b>
		<b>AMOUNT OF COST-SHARE CONTRACT APPROVED: \$</b>	

*	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 50.73	1	No.		\$9800	70%\$	30%		\$6860	\$2940	
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
				<b>TOTALS</b>	<b>\$9800</b>				<b>\$6860</b>	<b>\$2940</b>	

\* 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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**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) **Boyd  
W Veal Trust** 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

Boyd W Veal  
LANDOWNER/REPRESENTATIVE  
PRINT OR TYPE NAME: \_\_\_\_\_

3/15/2024  
DATE

\_\_\_\_\_  
LANDOWNER/REPRESENTATIVE  
PRINT OR TYPE NAME: \_\_\_\_\_

\_\_\_\_\_  
DATE

State of Wisconsin )  
 ) ss.  
\_\_\_\_ County )  
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).

State of Wisconsin )  
 ) ss.  
\_\_\_\_ County )  
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 )  
 ) ss.  
\_\_\_\_ County )  
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)

*This document was drafted by the Wisconsin Department of Agriculture, Trade and Consumer Protection.*

Personal information you provide may be used for purposes other than that for which it was originally collected (Sec. 15.04(1) (m), Wis. Stats.)



**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)  
**\$1575**

NON-DATCP FUNDING BY SOURCE (refer to page 5)  
☐ County \$ ☐ Other State Agency \$  
☐ Federal \$ ☐ Non-Profit or Other \$

NAME OF LANDOWNER (Check the description that best applies: ☒ Individual (Note: Spouse must be included) ☐ Corporation  
☐ Limited Liability Company ☐ Trust, Estate or Partnership ☐ Local Unit of Government)  
**Boyd Veal**

**18298 Denman Ln**

CITY, STATE, ZIP CODE  
**Richland Center WI 53581**

TELEPHONE NUMBER  
**608-475-1623**

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):

Latitude and longitude (degrees and minutes):

**43.25596 ° ' N 90.44463 ° ' W**

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.

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<sup>st</sup> of the cost-share contract year, or December 31<sup>st</sup> 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:

- To install and maintain contour farming, cover and green manure crop, nutrient management, pest management, residue management, and strip-cropping (up to 4 years).
- For land taken out of production for 10 years or other period specified in Section 3.
- 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
<b>BLW</b>	<b>3/15/24</b>								

**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 ATPC 50.62, Wis. Admin. Code. All nutrient management plans must comply with s. ATPC 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. ATPC 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. ATPC 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 BWV, \_\_\_\_\_, \_\_\_\_\_.)
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. ATPC 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
BWV	3/15/24								



**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. ATPC 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. ATPC 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. ATPC 50, Wis. Admin. Code and this contract, including compliance with applicable construction site erosion control standards, and (iii) nutrient management plans comply with s. ATPC 50.04(3) Wis. Admin. Code. The county may make payments to third parties as provided in s. ATPC 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. ATPC 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
BWV	3/15/24								

## SECTION 3. PRACTICES, COST, COST-SHARE AMOUNTS, AND INSTALLATION SCHEDULE

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				USE OF THE 3 BOXES BELOW IS OPTIONAL						
Representing: (COUNTY OR PRIVATE ENGINEERING FIRM) Richland Co LCD				REPRESENTING: Richland Co LCD						
				DATE OF APPROVAL:						
				AMOUNT OF COST-SHARE CONTRACT APPROVED: \$						
Technical Standards Used in the Design: (LIST NAME AND DATE OF NRCS, DNR OR OTHER STANDARDS EMPLOYED IN THE DESIGN) 351-Well Decommissioning										
* Yrs of CS**	Cost-Shared Item Description ss. ATCP 50.62 to 50.98, 50.40 (15) & (18), & 50.08 (3) and (4)	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.		\$2250.00	70	30		\$1575	\$675	
<input type="checkbox"/>										
<input type="checkbox"/>										
<input type="checkbox"/>										
<input type="checkbox"/>										
<input type="checkbox"/>										
<input type="checkbox"/>										
<input type="checkbox"/>										
TOTALS				\$2250				\$1575	\$675	

\* 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 BW	Date 3/15/24	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Rep. Initials	Date
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**2024 ANNUAL WORK PLAN  
LOCALLY IDENTIFIED PRIORITIES**

**Richland 2024 ANNUAL WORK PLAN**  
**LOCALLY IDENTIFIED PRIORITIES**

Table 1: Planned activities and performance measures by category

CATEGORY (goal and objective from LWRM plan can be added in each category)	PLANNED ACTIVITIES WITH BENCHMARKS If applicable identify focus areas, e.g. HUC 12 watershed code (examples of types of “planned activities” in italics)	PERFORMANCE MEASUREMENTS (examples in italics)
<ul style="list-style-type: none"> <li><i>Cropland</i></li> </ul>		
<b>Cropland, soil health and/or nutrient management</b>	<i>Grad Stabilization Structures</i> <i>Grassed Waterways</i> <i>Cover Crop</i> <i>NM planning and training</i>	<i>1 No.</i> <i>900 Lin Ft.</i> <i>100 ac</i> <i>500 new acres</i> <i>2 SNAPPlus training class with 1000 acres</i>
<ul style="list-style-type: none"> <li><i>Livestock</i></li> </ul>		
<b>Livestock</b>	<i>Stream Crossing</i> <i>Updated manure storage ordinance</i>	<i>140 Lin ft</i> <i>Ordinance Approved</i> <i>1 inspection</i>
<ul style="list-style-type: none"> <li><i>Water quality</i></li> </ul>		
<b>Water quality/quantity</b> (other than activities already listed in other categories)	<i>Streambank protection</i> <i>Well Decommissioning</i> <i>CREP</i>	<i>400 Ft</i> <i>2</i> <i>1 Ac. new</i> <i>Monitor 4 perpetual easements</i>
<ul style="list-style-type: none"> <li><i>Forestry</i></li> </ul>		
<b>Forestry</b>	<i>Consultation</i>	<i>Refer 5 landowners to DNR Foresters or consulting foresters</i>
<ul style="list-style-type: none"> <li><i>Invasive</i></li> </ul>		
<b>Invasive species</b>	<i>Surveys</i> <i>Watercraft Inspections</i> <i>Sign Inspection and installations</i> <i>Purple Loosestrife Control</i> <i>Snapshot Day</i>	<i>5 surveys completed</i> <i>8 Clean Boats Clean Water Inspections</i> <i>Inspect 5 boat/kayak landing signs</i> <i>1 site release beetles</i> <i>Hold 1 Snapshot day</i>
<ul style="list-style-type: none"> <li><i>Wildlife</i></li> </ul>		
<b>Wildlife-Wetlands-Habitat</b> (other than forestry or invasive species)	<i>Stream restoration</i>  <i>Wildlife damage program</i>  <i>Tree and plant sales</i>	<i>Continue work with various agencies on returning Fancy Creek to original floodplain</i> <i>Work with contractor to assess wildlife damage sites</i>   <i>1000 trees sold</i>
<ul style="list-style-type: none"> <li><i>Urban</i></li> </ul>		
<b>Urban issues</b>		

**Richland 2024 ANNUAL WORK PLAN**  
**LOCALLY IDENTIFIED PRIORITIES**

- *Watershed*

<b>Watershed strategies</b>	<i>Water Quality trading</i>	<i>Design and Install 3 Streambank sites for phosphorus reduction in Cazenovia Sanitary District Design 5 streambank sites for phosphorus reduction in Boaz anitary District</i>
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- *Other*

<b>Other</b>	<i>PL 566- Mill Creek  Non-metallic and frac sand mining</i>	<i>Inspect 8 Dams Update Emergency Action plans for all 8 dams Update Operation and Maintenance plans for all 8 dams 2 inspections</i>
--------------	--	--

Table 2: Planned activity related to permits and ordinances

<b>Permits and Ordinances</b>	<b>Plans/application reviews anticipated</b>	<b>Permits anticipated to be issued</b>
Feedlot permits	0	0
Manure storage construction and transfer systems	0	0
Manure storage closure	0	0
Livestock facility siting	0	0
Nonmetallic/frac sand mining	1	1
Stormwater and construction site erosion control	0	0
Shoreland zoning	0	0
Wetlands and waterways (Ch. 30)	0	0
Other		



**Richland 2024 ANNUAL WORK PLAN**  
**LOCALLY IDENTIFIED PRIORITIES**

Table 3: Planned inspections

Inspections	Number of inspections planned
Total Farm Inspections	77
For FPP	75
For NR 151	2
Animal waste ordinance	1
Livestock facility siting	0
Stormwater and construction site erosion control	0
Nonmetallic mining	2

Table 4: Planned outreach and education activities

Activity	Number
Tours	0
Field days	0
Trainings/workshops	2
School-age programs (camps, field days, classroom)	1
Newsletters	0
Social media posts	10
News release/story	1

Table 5: Staff Hours and Expected Costs (staff can be combined or listed individually)

Staff/Support	Hours	Costs
<i>County Conservationist</i>	1820	\$98,935
<i>Technician</i>	3640	\$124,742
<i>Office system tech</i>	1040	\$29,879
<b>Cost Sharing</b> (can be combined)		
<i>Bond</i>	<i>N/A</i>	<i>\$35,000</i>
<i>SEG</i>	<i>N/A</i>	<i>\$20,000</i>