Land & Zoning Standing Committee

December 30, 2022

# NOTICE OF MEETING

#### Agenda

Please be advised that the Richland County Land & Zoning Standing Committee will convene at 3:00 p.m., Tuesday January 3, 2023 in the Richland County Board Room 181 W. Seminary Street or join via WebEx found at

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

# Agenda:

- 1. Call to order
- 2. Proof of notification
- 3. Agenda approval
- 4. Approval of November 28, 2022 minutes
- 5. Zoning petitions
  - a. \* Oliver rezone
  - b. \* Nigl rezone
- 6. Quarry on D Conditional Use Permit discussion
- 7. Short-Term Rentals
- 8. 2023 meeting dates
- 9. Dark Skies
- 10. Approve Soil and Water Cost-share contracts
- 11. County Surveyor Contract 2023-2024
- 12. Filling 7<sup>th</sup> committee member slot
- 13. GIS/Sanitation Position/contract
- 14. Zoning Office System Technician Position
- 15. Public Comment
- 16. Future agenda items
- 17. Close Session pursuant Wisconsin State Statute 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Performance Evaluations of the Zoning Administrator and County Conservationist
- 18. Return to Open Session
- 19. Adjournment

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

#### Items in bold are amended.

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

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

# Richland County Land & Zoning Standing Committee Meeting Minutes November 28, 2022

The November 28, 2022, Land & Zoning Standing Committee meeting was called to order 3:01 p.m. by Secretary. Present were David Turk, Melissa Luck via webex, Julie Fleming, Steve Carrow, Dan McGuire, Brian Fagerlind & Garrett Vetesnik for GAV Venture LLC, Ted Greenheck, Greg Cerven, Mike Bindl, John Couey, Clinton Langreck via Webex and Cathy Cooper. Linda Gentes was absent. Melissa asked David Turk to run the meeting as he was physically at the meeting.

Dan McGuire moved to approve the agenda and proof of notification. Seconded by Steve Carrow. Motion carried.

Dave Turk said there were a couple of typos in one sentence of the November 7th meeting minutes. It had Dan McGuire both here and absent and Steve Carrow was not listed as either here or absent. Dan McGuire moved to approve the minutes for the November 7<sup>th</sup> with the changes. Seconded by Melissa Luck. Motion carried.

# #5 Zoning petitions

- a. Lyle & Kristy Jelle petition. Ted Greenheck was here representing Lyle and Kristy Jelle. They have an existing 8.8 acres with a house in section 20 of Orion Township. It was discovered that the parcel does not have access to Indian Creek Road. It is essentially land locked. A certified survey has been done for a quit claim deed for 2.42 acres to have access to the public road to bring it into compliance. Melissa Luck moved to rezone the 2.42 acres from Ag/Forestry to Ag/Residential. Seconded by Steve Carrow. Motion carried.
- b. GAV Ventures LLC. Garrett Vetesnik and Brian Fagerlind were here to discuss a nonmetallic mining conditional use permit. Vetesnik s want to put in a pond deep enough to float a boat and use the propellers. This would require removing sand and possibly having to take it off site. The committee asked if DNR had been contacted. Mr. Vetesnik said they have written DNR approval. They also questioned about runoff into the Pine River. There is quite a distance and the water would have to go over the Pine River Recreation Trail.to get to the pine river. Another question was how they plan on preventing runoff from the surrounding crop field from contaminating the pond. Garrett and Brian explained that there would be a berm surrounding the pond. Melissa Luck moved to approve the non-metallic mining conditional use permit. Seconded by Dan McGuire. Motion carried

# 6- Wildlife Damage set harvest date. Greg Cerven Explained that the committee sets a date when 80% of the crops have been harvested. No wildlife damage for crops can be assessed after that date. This is so the state is not paying for over winter wildlife damage. Greg suggested any date after November 1<sup>st</sup>. Dan McGuire moved to set the 80% harvest date for November 11, 2022. Seconded by Julie Fleming. Motion carried.

#7 Wildlife Damage set commodity prices. Every year the committee has to set the commodity prices to finalize the wildlife damage claims. Greg Cerven checks the local co-ops and the River

site to get an average price. He is suggestion \$6.48/bushel for corn and \$14.02/bushel of soybeans. Steve Carrow moved set the corn price at \$6.48/bushel and soybeans at \$14.02/bushel. Seconded by Dan McGuire. Motion carried.

#8 GIS/Sanitation position/contract. Melissa reported that she, Clinton, MIS are trying to schedule a time with others to complete an RFP for contracting out the work. Clinton said that he is having a difficult time to set up the meeting. The flow of information and departments affected by the GIS work complicated.

#10 Referendum Ad Hoc Committee questions. Cathy read through each question and she and Mike answered each to the best of their ability. Melissa said that she has put together some information too and will get it to Mike and Cathy.

#11 Public Comment. There was no one.

#12 Future agenda item- Short-term rental policy, 2023 meeting dates, 7<sup>th</sup> committee member and Dark Skies.

#13Adjournment – Moved made by Julie Fleming to adjourn to January 3rd at 3:00 pm for a regular meeting. Second made by Dan McGuire. Motion carried. Meeting adjourned at 3:42 p.m.

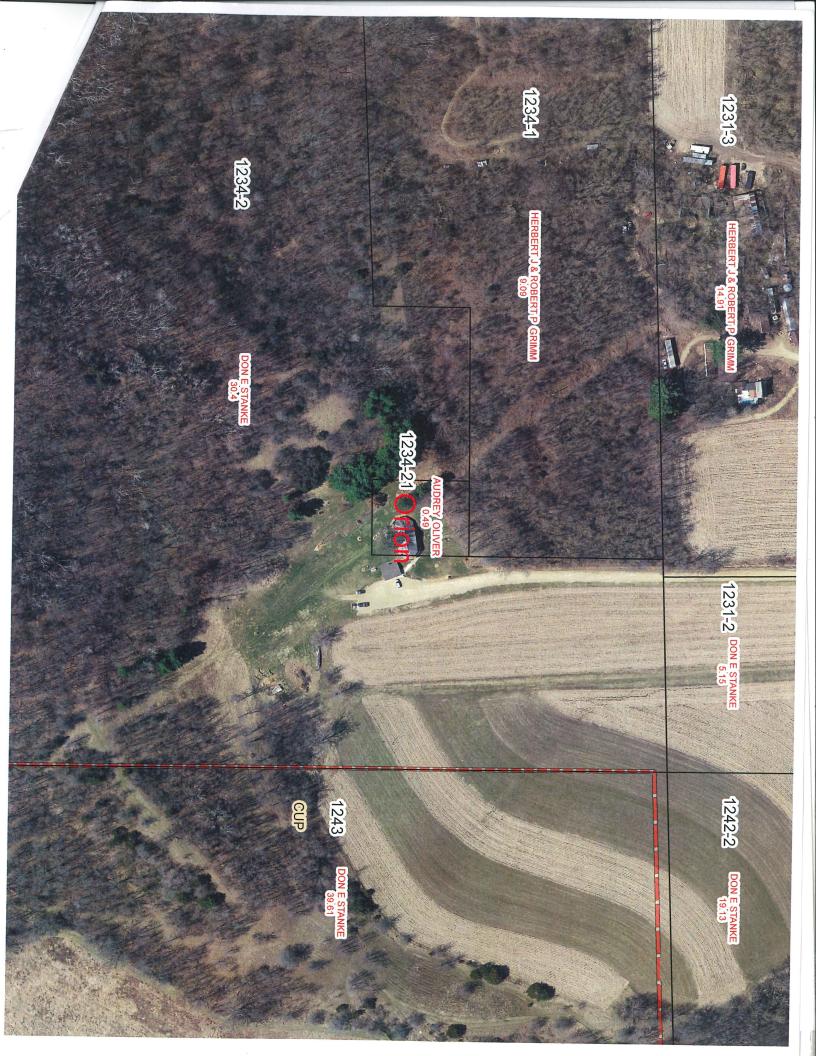
Respectfully submitted,

# **Cathy Cooper**

Cathy Cooper Secretary pro temp Land & Zoning Secretary

BURNER BURNER BURNER	22-027	Y OF RICHLAND NOTICE OF				
Driginal Owner: Au	idrey Oliver					
(I) (We) First Name(s)		Name Oliver	Phone		Owne	er
Address 27427 Barnett	: Ln	City Lone Rock		State WI	Zip 535	56
First Name(s)	Last Name	Phone				
Address		City		State WI	Zip	
hereby petition the I	Richland County Zonin	g Committee for a:				
Rezone from	Agriculture/Forestry	Rezone to	Residential	2		
CUP to permit						
SUP to permit						
Other						
Authorized by Section(s)	F	of the Richl	and County 7	oning Ordinanc		
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Sign and fee



Customer # /0 997 Petition #	COUNT		RICHLAND Z NOTICE OF P			MMIT	FEE
(I) (We) First Name(s)	REY Last	Name	OLIVER	Phone			OWNER
	ETT LN	City	LONE ROCK		State	WI Zip	57556
First Name(s)	Last Name		Phone				
Address		City			State	WI Zip	
hereby petition the Richland	County Zonin	g Com	mittee for a:				
Rezone from $A_9 - b$		9.0011	Rezone to	R	-2		
CUP to permit					~		
SUP to permit							
Other	\$						
			of the Richlar	nd County 7	oning ()	rdinance	
				_			
Present description of the pro-					-cel #	020-1234	1-1/04
Qtr Qtr Section			Range / 6 Towns		えて	# of acres	
Lot	Subdivisio	on		# OT	Acres A	pproved	
Present Improvements	Singl.	e S	Family resid	ence,	gara	ge, We	Il, septic
Proposed Use Sp 1.7	off land	16	ecanic septi	is on it	res	ident	al
Legal Description						L.	
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Fee Amount \$500.00	ownship Approval		CUP Expires		CE	3 Decision	
Meeting Date Decis	ion Date		SUP Decision		Ar	mendment #	¥
Comments Splitting land	l off from	020	-1234-2000			County C	Clerk Approval
(Signed) Appellant(s) or Agent(s)	audrey		KIÙU				

# 334525

and Audrey Oliver

#### State Bar of Wisconsin Form 3-2003 QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between Don E. Stanke

("Grantor," whether one or more),

("Grantee," whether one or more).

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

Legal description set forth on Exhibit A which is attached hereto and incorporated herein by reference.

This deed is executed and delivered for the purpose of correcting title on lands originally occupied pursuant to the Warranty Deed authenticated October 23, 1975 and recorded November 17, 1975 at 9:30 a.m. in Volume 138 of Deeds, page 508, as Document Number 159041, Richland County Registry.

SUSAN TRIGGS
REGISTER OF DEEDS
RICHLAND COUNTY, WI
034525
10/24/2022 11:40 AM
RECORDING FEE: 30.00
TRANSFER FEE: 0.00
FEE EXEMPTION: 77.25(3)
PAGE COUNT 2

#### Recording Area

Name and Return Address

McKinley law Office PO Box 169 Dodgeville, WI 53533

020-1234-2100 and 020-1234-2000

Parcel Identification Number (PIN)

This is not homestead property.

	SEAL) Non & Studio (S
*	* Don E. Stanke
	SEAL)(S
* 	*
AUTHENTICATION	ACKNOWLEDGMENT
Signature(s) Don E. Stanke	STATE OF WISCONSIN )
authenticated on Ostober 4, 2022	
* Timothy B. McKinley	Personally came before me on
TITLE: MEMBER STATE BAR OF WISCONSPO	the above-named
(If not, authorized by Wis. Stat. § 706.06)	to me known to be the person(s) who executed the foregoin instrument and acknowledged the same.
THIS INSTRUMENT DRAFTED BY: Attorney Timothy B. McKinley, SBN: 1016652	*
209 N. Iowa Street, Dodgeville, Wisconsin 53533	Notary Public, State of Wisconsin My Commission (is permanent) (expires:

# Exhibit A

All that part of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section 12, T. 9 N., R. 1 E., Township of Orion, Richland County, Wisconsin bounded and described as follows:

Commencing at the South Quarter (S<sup>1</sup>/<sub>4</sub>) Corner of said Section 12; Thence N 00°-08'-16" W along the N-S Quarter Line of said Section 12, 728.58 feet; Thence West, 109.95 feet to an iron pipe, the Point of Beginning;

Thence S 29°-22'-00" W, 77.19 feet to an iron pipe;

Thence S 57°-43'-21" W, 141.45 feet to an iron pipe; Thence N 42°-49'-03" W, 278. 72 feet to an iron pipe; Thence N 20% 47' 00" W, 128.88 Sector

Thence N 29°-47'-00" W, 138.88 feet to an iron pipe in an existing fence line;

Thence N 76°-31'-20" E, 61.73 feet along said fence line to an iron pipe;

Thence N 63°-26'-16" E, 126.68 feet along said fence line to an iron pipe;

Thence leaving said fence line N 75°-17'-22" E, 45.20 feet to an iron pipe;

Thence S 36°-54'-30" E, 331.03 feet to the Point of Beginning;

Also:

An easement for roadway purposes of ingress and egress and for purposes of utility services, over a strip of land, 20 feet wide, the centerline of which is described as follows;

Commencing at the Southwest Corner of Section 12, Town 9 North, Range I East, Richland County, Wisconsin; thence North 825 feet and thence East 2282.88 feet to the point of beginning;

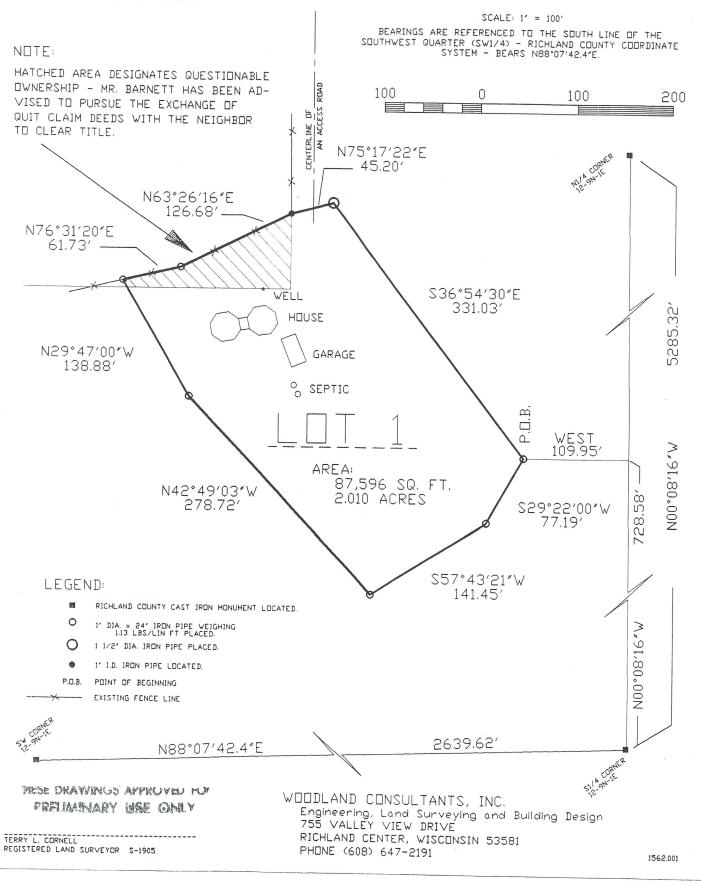
Thence North 973.50 feet to the centerline of an existing town road.

The above centerline being located in the Southeast Quarter of the Southwest Quarter of Section 12, Town 9 North, Range 1 East, Richland County, Wisconsin.



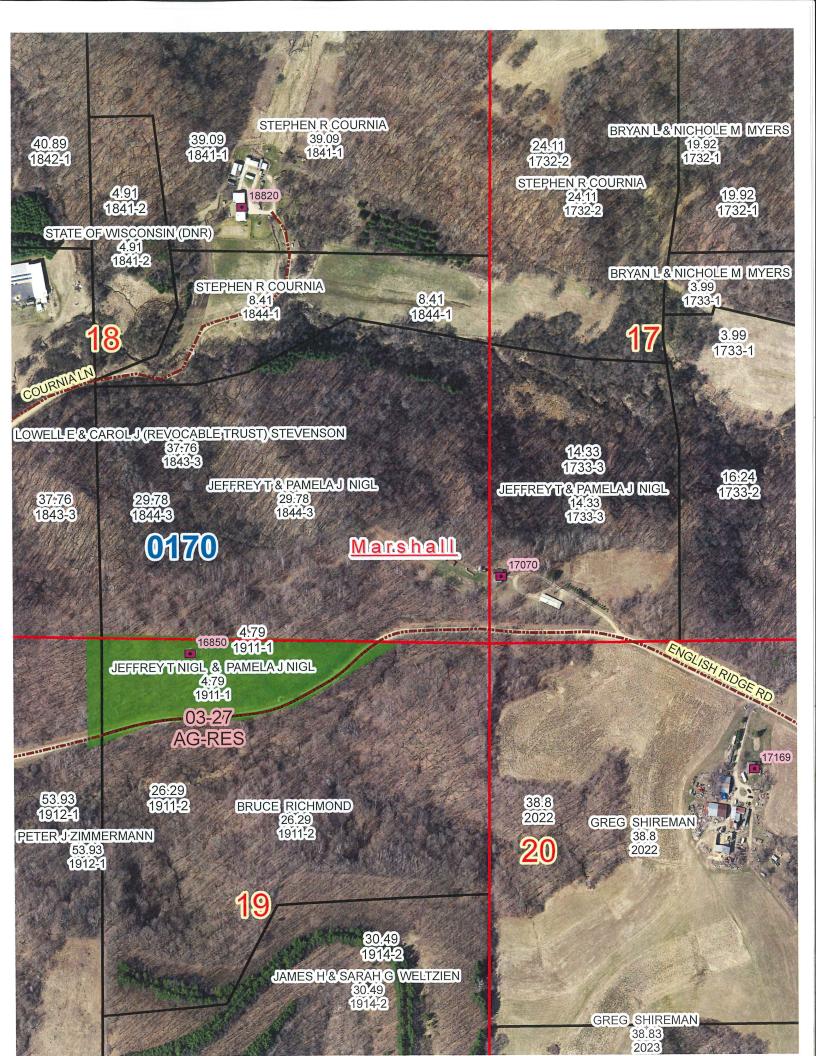


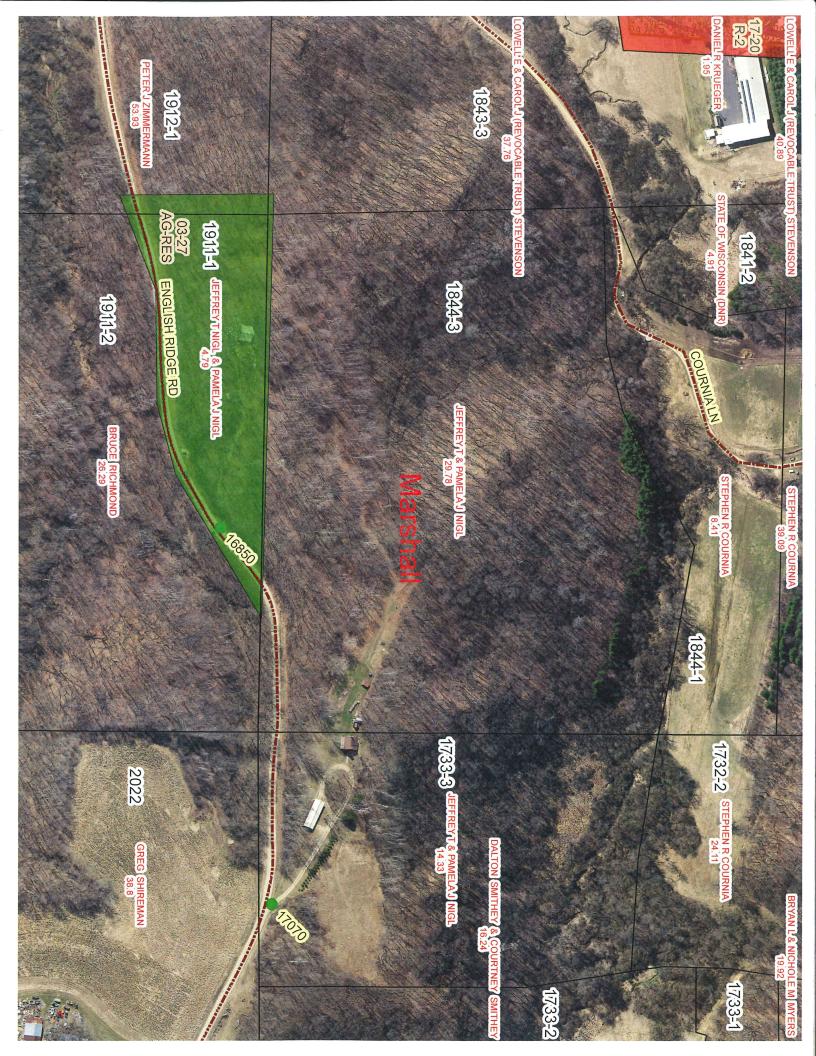
SURVEY AND MAP PREPARED AT THE DIRECTION OF BILL BARNETT, 27427 BARNETT LANE, LONE ROCK, WISCONSIN 53556.



	her: Jeff &	& Pam N	igl								
(I) (Ve) Fir	st Name(s)	Jeff & Pa	am	Last Name	Nigl		Phone	(608) 6	647-728	30 0	wner
Address 170	70 English R	idge Rd		City	Richland Cer	iter		State	WI	Zip	53581
First Name(s)			Last Name			Phone					
Address				City				State	WI Z	Zip	
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38.83







# Minutes of the Richland County Zoning & Land Information Committee Monday, June 1st, 2020

*Item #1* <u>CALL TO ORDER</u> The Zoning & Land Information Committee meeting was called to order by at 3:00 pm by Steve Williamson, designated by Mike Bindl to Chair the Elections. Those that were present or signed up to speak were Marc Couey, Steve Williamson, Linda Gentes, Chad Cosgrove, JoEllen Rott, Mike Bindl, with Cheryl Dull by WebEx with taking minutes.

*Item #2* <u>ELECTION OF CHAIRMAN</u> Chad Cosgrove moved to elect Marc Couey as Chairman of the Zoning Committee, 2<sup>nd</sup> by Linda Gentes. Hearing no other nominations, Marc Couey was elected Chairman. Motion carried.

*Item #3* <u>ELECTION OF VICE CHAIRMAN</u> Moved by Linda Gentes to elect Steve Williamson as Vice Chairman, 2<sup>nd</sup> by Marc Couey. Hearing no other nominations, Steve Williamson was elected Vice Chairman. Motion carried.

*Item #4 <u>APPROVE AGENDA AND PUBLICATION</u>* Mike stated it had been posted in the paper 2 weeks and on the bulletin board at the Courthouse. Hearing no correction Marc declared the agenda approved. Motion carried.

*Item #5 <u>APPROVE MINUTES OF THE LAST MEETING</u> Steve asked if there were any corrections or additions to the minutes. Hearing none, he declared them approved as presented.* 

*Item #6 <u>TO HEAR A PETITION OF TIFFANY LASSE FOR A CONDITIONAL USE PERMIT FOR</u> <u>RECREATIONAL RENTAL -AIRBNB IN SECTION 2, TOWN OF WILLOW</u> Tiffany Lasse is present to represent the petition. She stated she has made it into an Airbnb but due to the meetings been cancelled it has not been able to come before the committee for approval. Moved by Steve to approve the Conditional Use Permit, 2nd by Chad. Motion carried.* 

Item #7 <u>TO HEAR A PETITION OF KEVIN KOCH AND YAHARA MATERIALS FOR A</u> <u>CONDITIONAL USE PERMIT FOR NON-METALLIC MINING IN SECTION 18, TOWN OF WILLOW</u> Tim Geoghegan is present to represent Yahara Materials. He explained it is approximately 64 acres on a ridge that will be a limestone quarry. There is 96' of rock depth in the area. It will be a 30 year operation. They will use the existing driveway as the property owners which will be gated and locked at the entrance to the quarry. There may be an asphalt plant added temporarily in the future.

The met with the Highway Commissioner and will work with him on road conditions and bans when needed. They will retain a 50' distance from the water level.

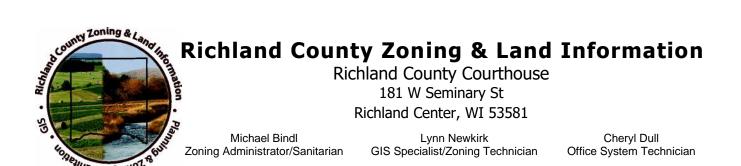
They provide a Preblast Inspection by engineers for neighboring homes including foundations and will include the wells also prior to starting operations.

A letter was received from Royal Bank with concerns, one being the Reclamation plan. Tim stated the Reclaimation Plan is in place.

Linda Gentes – The bank is not in favor of this mine. Also ask if 12 hours a day was necessary? Could it be 8 AM – 4 PM

Tim Geoghegan – 6 AM - 6 PM are normal operating hours. He added that that doesn't mean it will run that much. They will only blast and crush approximately 4 times a year.

Marc Couey – How does this quarry compare to Householders?



Mike Bindl – All other quarries are grandfathered.

Tim Geoghegan – The way the Ordinance is wrote, the permit must come back every 5 years for approval. Linda Gentes – Why is there night work?

Tim Geoghegan – The DOT does require night work in some cases. Large municipalities require most of their road work to be done at night.

Linda Gentes – Explain the blasting procedure and how you notify neighbors.

Tim Geoghegan – They notify neighbors in the manor they request to be notified.

Linda Gentes – There must be reclamation approval.

Mike Bindl – Land Conservation has approved the reclamation plan.

Linda Gentes – Most old quarries get water and retain water in them.

Tim Geoghegan – This one will not. It has a sandstone floor so water will absorb in.

Linda Gentes – Is there any neighbor concerns?

Tim Geoghegan – Some neighbors have questions and concerns.

Steve Williamson – I have no questions.

Chad Cosgrove – I have no questions.

Marc Couey – We need to allow them to do business so we need to understand the operating hours are necessary.

Noah & Mary Ann Rothering – Neighbors – They have following concerns:

- 1. Safety They have a blind driveway. They foresee this as a problem with dump trucks traveling the road.
- 2. Noise & blasting Their house is 150 years old and their well is 165' deep. It will be hard on their house and could contaminate their well. Truck noise will be the worst, especially at 6 AM.
- 3. The road cannot handle that kind of heavy traffic.

James & Marcia Montgomery – They own property on the east, south and west side. Although they don't live in the area they are concerned with the property value.

Tim Geoghegan – They have several quarries around Madison. There have been a lot of studies concerning quarries and land value. The studies show the land value is not affected.

He is with the condition that truck not be allowed in the quarry prior to 7 AM.

If driveways need repaired due to the quarry activity, Yahara will provide gravel to complete that. Montgomery's asked when fencing would go up.

Goeghegan – Fencing will be done right away. The berm is created as the quarry is stripped and when the quarry is reclaimed the berm will go back on as cover. The woods line will be left as sound barrier.

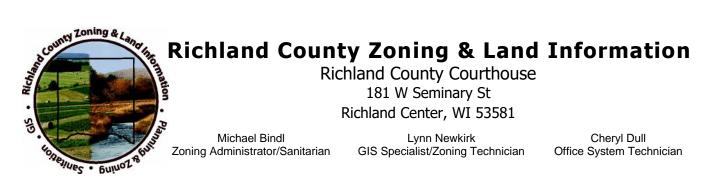
Marc Couey – Does anyone that is logged on remotely have any questions? No one responded.

Mike Bindl – Tim Geoghegan and he have reviewed the Ordinance together and feel Tim has an understanding of what is required.

He had emailed Ben about Royal Banks concerns with the quarry. Bens response was, "The Committee should consider the Bank's objection but is has no binding effect on the Committee."

Marc Couey – Conditions of approval:

- 1. The Bank must be satisfied.
- 2. Trucking to not start before 7 AM
- 3. Pre-Blast Survey request be done for neighbors houses and wells.
- 4. Annual reporting to the Township of status
- 5. Notification to adjoining landowners and Township Chairman of blasting.
- 6. Notification to adjoining landowners and Township Chairman of evening hauling projects after 6 PM.
- 7. Five year CUP renewal with Township and Zoning as required by the Ordinance.
- 8. Requirements by County to be copied to Township.
- 9. Pre-Blast assessment and inspection by an engineer completed prior to start.



10. Follow the regulations per Richland County Zoning Ordinance Section III C

Tim Geoghegan agrees with all the conditions that were reviewed. He then went over the Pre-Blast Survey and what is consists of. An engineer inspections the condition of the homes within a ½ mile of the quarry. The engineer inspects the walls and foundation and documents the conditions with photos. Although they have never had a problem with damage to wells, they will include the wells in the inspection for this quarry. The Pre-Blast inspection must be signed off on by the landowners.

Yahara will do any repairs to damage caused by blasting. An agreement to this affect will be recorded with the Register of Deeds.

Tim will contact Royal Bank tomorrow to start working with them on the logistics.

Steve Williamson moved to approve the Conditional Use Permit with the above conditions being meet and a letter from Royal Bank stating that it is satisfied with the agreement, , 2<sup>nd</sup> by Chad Cosgrove, with no one was opposed; the Motion carried.

Item #8 <u>TO HEAR A PETITION OF PAUL PERKINS AND JEREMY CARTER TO REZONE 2.3</u> <u>ACRES FROM AGRICULTURAL FORESTRY TO RESIDENTIAL-2 AND 34 ACRES FROM</u> <u>AGRICULTURAL FORESTRY TO AGRICULTURAL RESIDENTIAL IN SECTION 31, TOWN OF DAYTON</u> Jeremy Carter is present to represent the petition. He is purchasing land from a family member to build a house with the remainder also being rezoned. It is on a dead end road. The Township has approved. Moved by Chad to approve the rezone petition and sent to County Board on June 16th, 2nd by Steve. Motion carried.

Item #9 <u>TO HEAR A PETITION OF THOMAS & CODY JURGENSEN TO REZONE 3 ACRES FROM</u> <u>AGRICULTURAL FORESTRY TO RESIDENTIAL-2 IN SECTION 3, TOWN OF DAYTON</u> Cody Jurgensen is present to represent the petition. He is purchasing land from his parents to build a house and needs to rezone it. The Township has approved. Moved by Chad to approve the rezone petition and sent to County Board on June 16th, 2nd by Marc. Motion carried.

Item #10 <u>TO HEAR A PETITION OF STAN & RITA DILLEY TO REZONE 17.3 ACRES FROM</u> <u>AGRICULTURAL FORESTRY TO AGRICULTURAL-RESIDENTIAL IN SECTION 15, TOWN OF</u> <u>RICHWOOD</u> The Dilley's are not present due to the pandemic fears. Mike explained to the Committee that they are selling land to their son and will need to rezone the portion they are keeping. The Township has approved. Moved by Steve to approve the rezone petition and sent to County Board on June 16th, 2nd by Chad. Motion carried.

Item #11 <u>BOA MEMBER RENEWAL</u> Mike explained there are currently 3 people on the Board of Adjustments. Tom McGlynn's term is up this year. As they cannot find a replacement he has agreed to run again for 3 years. The term will be 2020 – 2023. Moved by Chad Cosgrove to approve Tom McGlynn's renewal for 3 years, 2nd by Steve. Motion carried.

Item #12 <u>PAY BILLS</u> There are no bills to pay.

*Item #13* <u>ADJOURN</u> Next regular meeting would be at Monday, July 6<sup>th</sup> @ 3:00 pm. Discussion followed on the best time to have meetings. It was decided to remain at 3:00 PM. Motion to adjourn by Steve Williamson at 4:03 PM, 2<sup>nd</sup> by Marc Couey. Motion carried.

Minutes respectfully submitted by Cheryl Dull

# 2023 Meeting Dates

	Deadline	Land 8	k Zoning Standing	BOA	Cour	nty Board
		1 <sup>st</sup>	Monday	1 <sup>st</sup> Thursday	3 <sup>rd</sup>	Tuesday
		@	3:00pm	@ 1:00 PM	@7	7:00 PM
<u>Hearing Month</u>						
January*	Dec. 8th		3 <sup>rd</sup>	5th		17th
February	Jan. 5 th		6th	2nd		21st
March	Feb. 9th		6th	2nd		21st
April	March 2nd		3rd	6th		18th
May	March 30th		1st	4th		16th
June	May 4th	e saño	5th	1st		20th
July***	May 25th		<mark>June 26th</mark>	6th		18th
August	July 6th		7th	3rd		15th
September*	July 27th		AUG 28 <sup>th</sup>	7th		19th
October	Sept 7th		2nd	5th		<mark>31st</mark>
November	Oct. 6th		6th	2nd		
December**	Oct 26th		Nov 27 <sup>th</sup>	7th		12 <sup>th</sup>

# All dates are subject to change

\*Dates changed due to holidays

\*\* Date changed due to County Board

\*\*\* Change due to July 4<sup>th</sup> on the following day so chance of vacations

#### COST-SHARE CONTRACT NO .: #4-22



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

# **COST-SHARE CONTRACT**

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

This contract is made and entered into by and between <u>**Richland**</u> County Land Conservation Committee, and landowner(s) <u>**Garv**</u> <u>**R & Diane S Epping**</u> and grant recipient(s)<u>N/A</u>. 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 <u>not</u> 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/REPRESEN PRINT OR TYPE NAME: GAR **R** EPPING PRINT OR TYPE NÁME: DIANE S EPPING State of Wisconsin State of Wisconsin ) SS. ) SS. County County This instrument was acknowledged before me on This instrument was acknowledged before me on (date) (date) by by (name of landowner or representative) (name of landowner or representative) as (representative's position or type of authority, if applicable) (representative's position or type of authority, if applicable) for for (name of entity on behalf of whom instrument was executed, if (name of entity on behalf of whom instrument was executed, if applicable) applicable) SIGNATURE PRINT NAME SIGNATURE PRINT NAME Notary Public, State of Wisconsin Notary Public, State of Wisconsin My commission expires (is permanent). My commission expires (is permanent) pr SIGNATURE OF COUNTY REPRESENTATIVE PRINT OR TYPE NAME: CATHY COOPER State of Wisconsin ) \$5. County This instrument was acknowledged before me on (date) by (name of county representative) as\_\_\_of\_

 SIGNATURE
 PRINT NAME

 Notary Public, State of Wisconsin
 (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.)

COST-SHARE CONTRACT NC	).:
4-22	

SECTION 1A. COUNTY INFORMATION				PAGE	2 of 5
NAME OF COUNTY AGENCY	TELEPHONE NU	JMBER	I		
<b>Richland County Land Conservation Dept</b>	608-647-2100				
ADDRESS	CITY, STATE, ZI	IP CODE			
26136 Executive Lane Suite C	<b>Richland Center</b>		WI	53581	
NAME OF AUTHORIZED REPRESENTATIVE					
Cathy Cooper					
SECTION 1B. LANDOWNER and GRANT RI	ECIPIENT INFO	RMATION	I		
TOTAL DATCP COST-SHARE AMOUNT (refer to page 5) \$1405.78	NON-DATCP FU		OURCE (re Other State A		
	🗌 Federal \$		on-Profit o	or Other \$	
NAME OF LANDOWNER (Check the description that best a				included)	Corporation
ADDRESS 4261 98 <sup>th</sup> Street					
CITY, STATE, ZIP CODE	TELEPHONE NU	MRFD			
Pleasant Prairie WU 53158	262-694-9007				
DOCATION OF COST-SHARED I RAVITAL FIRITIAL STREET	providing parcel num	ibers(s) or coo	ordinates be	now or attach	requireu
information as Exhibit B)					
information as Exhibit B) Parcel Identification Number(s): <b>52010-0934-1200</b> Latitude and longitude (degrees and minutes): N	o e location of the cost-sha	red practice(s)	'W	e requirements o	fss
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ADDENDA MAY BE ATTACHED TO THIS DOCUMENT TO RECORD SPECIAL CONDITIONS

#### **SECTION 2**

# 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 the second second
- 10. Not to discriminate against contractors because of age, race, religion, color, handleap, 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	Date	Spouse	Date	Grant	Date	Spouse	Date	County	Date
	Initials	1	Initials		Recipient		Initials		Reps.	
		9/2/27		9/1	Initials				Initials	
	8	1000	DSE	12/22		KILA.				0 9 77
4	9			17-1	D/A	NIA	NIA	NA	CAC	7- d- d2
]										

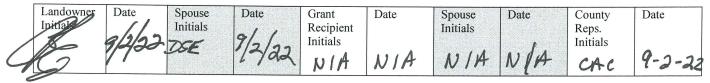
# SECTION 2 (continued)

#### B. The county agency agrees:

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

# C. General conditions of the contract

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



ŭ	COST-SHARE CONTRACT NO.: 4-22										
5	SECTION 3. PRACTICES, COST, COST-SHARE AMOUNTS, AND INSTALLATION SCHEDULE	T, COST-6	SHARE	AMOUN	TS, AND IN	STALLA	<b>FION SC</b>	CHEDUL	E	PAGH	PAGE 5 of 5
Ê	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.	vation practices,	technical d	esign and specif	ications, eligible cos	sts, cost-share ra	tes and amou	nts, and rate se	t forth below.		
ΖĒ	Name of Person Preparing Technical Desion:	Technical St: AND DATE OF ]	andards l	Technical Standards Used in the Design: (LIST AND DATE OF NRCS, DNR OR OTHER STANDARDS	Technical Standards Used in the Design: (LIST NAME AND DATE OF NRCS, DNR OR OTHER STANDARDS		<b>USI</b>	E OF THE 3	BOXES BELO	USE OF THE 3 BOXES BELOW IS OPTIONAL	
	Cathy Cooper	EMPLOYED IN THE DESIGN NRCS Standard 351	THE DESIG	N) Well Decomm	EMPLOYED IN THE DESIGN) Well Decommissioning NRCS Standard 351 dated 08/05/2021	REPRESE	<b>REPRESENTING: LCD</b>	CD	DATE OF AP	DATE OF APPROVAL:09/02/2022	2022
<b>X</b> A	Kepresenting: (COUNTY OR PRIVATE ENGINEERING FIRM) Richland County LCD		5			AMOUNT OF APPROVED:	OF COST ED: \$14	AMOUNT OF COST-SHARE CONTRACT APPROVED: \$1405.78	DNTRACT		
*	Cost-Shared Item Description	Yrs of (	Quantity (Use	Unit	Estimated	COSI	COST-SHARE RATE	ATE	ESTIMATI	ESTIMATED COST-SHARE AMOUNTS	EAMOUNTS
	$\infty$ (c1) 0.4.0C 00, 20.0C 00 20.0C 0.10.0C (13) $\infty$ (18), $\&$ 50.08 (3) and (4)		p.	Cost or Flat Rate \$	Total Cost \$	State %***	Grantee %	County/ other %	DATCP \$	Grantee \$	County/other
	50.97 Well Decommissioning	1 1		70	2008.25	70			1405.78	602.47	5
				TOTALS	2008.25				1405.78		
* Л (А]	* 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 berformance standard	n the installation vernments (5), roof runoff ; m performance s	t of a practi system (AT standard	ce after January .CP 50.85), stre:	1, 2014 under one o: am bank or shoreline	of these two cond e protection (AT	litions: CP 50.88), st	tream crossing	(s. ATCP 50.885),	or wetland developm	nent or restoration
** mai	** 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 marcine is corrected and has a contracted of broadchard behaviors to management, the	only if the contr (b) land taken ou	act provide ut of produ-	s for (a) more th ction for more th	an one year of cost-s tan one year, or (c) C	sharing for soft I CREP equivalent	practices (con t payments fo	ttour farming, r riparian land	cover and green ma taken out of produ-	nure crop, nutrient m ction. For "soft pract	anagement, pest ice" payments, the
50. ave und	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 proceam. To access of the contract.	lowner's annual ( ost-share contrac	cost for the the CRE	Period specified Period specified Pequivalent par	in the contract. A la yments authorized u	andowner's ann andowner's ann inder ATCP 50.0	te number of al cost equal (4), the land	years cost-shar s the number c lowner receive	ed. For "land out o of affected acres mu s an amount equal 1	f production" paymen litiplied by the per-aci to the amount that wo	tts under ATCP re weighted uld be offered
cor req.	contract more production for 15 years, or in perpetuity, and must agree to contract must keep ripartian land out of production for 15 years, or in perpetuity, and must agree to reprise the 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 *** May exceed 70 necent only if the farm landowner must far any apply.	ogram. Insert "P"	" if the lan	d is taken out of	equivalent payment, a production in perpet	a landowner mu tuity. Cost-share	st keep ripari e practices mi	an land out of ist be operated	production for 15 y and maintained in	ears, or in perpetuity, accordance with O&J	and must agree to M plans and other
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3/ "	The spouse bars bars bars	Urant Recipient Initials	ent Date	e Spouse Initials	Date	County Rep. Initials	Date				
NY V	La Walder 12/22	NA	N/	IA NIK	N/H	CAC	6-2	9-2-22			
í		,						,			

COST-SHARE CONTRACT NO.: 2-22



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

# **COST-SHARE CONTRACT**

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

This contract is made and entered into by and between <u>**Richland**</u> County Land Conservation Committee, and landowner(s) Thomas J. & Lynette S. Munz and grant recipient(s)<u>N/A</u>. 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 <u>not</u> 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

munz

4-6-22

<u>4/6</u>22 DATE LANDOWNER/REPRESENTATIVE

PRINT OR TYPE NAME: THOMAS J. MUNZ	PRINT OR TYPE NAME: LYNETTE S. MUNZ
State of Wisconsin ) ) ss. RichlandCounty )	State of Wisconsin ) ) ss. RichlandCounty )
This instrument was acknowledged before me on(date)	This instrument was acknowledged before me on(date)
by (name of landowner or representative) as	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)	(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     (is permanent).	SIGNATURE     PRINT NAME       Notary Public, State of Wisconsin     (is permanent).
$\frac{1}{1} \frac{1}{1} \frac{1}$	12
State of Wisconsin       )         ) ss.	
asof	
SIGNATURE         PRINT NAME           Notary Public, State of Wisconsin         My commission expires	

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

COST-SHARE C 2-22	CONTRACT	NO.:							
SECTION 14	A. COUI	NTY INFO	RMATION					PAGE 2	of 5
NAME OF COU	UNTY AGE	NCY		T	ELEPHONE N	UMBER			
Richland Co	unty LCE	)		60	8-647-2100				
ADDRESS				C	TY, STATE, Z	IP CODE			
26136 Execut	tive Lane		-	Ri	chland Center,	WI 53581			
NAME OF AUT	THORIZED	REPRESEN	TATIVE						
Cathy Coope									
SECTION 11	B. LANI	OWNER	and GRAN7	RECIP	IENT INFO	RMATION	N		
TOTAL DATCH \$877.80	P COST-SH	ARE AMOU	NT (refer to pag		ON-DATCP FU County \$		OURCE (refer Other State Age		
					Federal \$		Non-Profit or O	other \$	
Thomas J. & Ly ADDRESS	bility Comp nette S. Mu	any 🗌 Tru	escription that <b>k</b> st, Estate or Pa					luded) Con	rporation
24904 County H						U (DED			
CITY, STATE, 2 Richland Center					ELEPHONE NI 8-647-2592	UMBER			
LOCATION OF		ARED PRAC	TICE(S) (Locat			nbers(s) or co	ordinates belov	v or attach requ	uired
Parcel Identifi	ication Nu	mber(s): 00	08-1433-1000						
Latitude and 1	longitude (	degrees and							
Note: If this docum 706.05(2m)(a) and			' N a legal descriptior	of the locat	ion of the cost-sh	ared practice(s)	'W that meets the re	equirements of ss.	
NAME OF GRA	ANT RECIP	IENT, if diffe	erent than above	. NOTE:	SPOUSE MUS	T BE INCLU	DED		
N/A									
ADDRESS									
CITY, STATE, Z	ZIP CODE			TI	ELEPHONE N	UMBER		12	
INSTALLAT	TION PER	210D							
managemen b. For land ta	eer 31 <sup>st</sup> of the as long as the and maintain nt, and strip aken out of p	lled, and all c e year of an a e parties reco n contour farn -cropping (u production fo	pproved extensi ord the number ning, cover and p to 4 years). r 10 years or oth	on. This c of years of green man er period :	ontract may pr cost-sharing in nure crop, nutri specified in Sec	ovide cost-sha the appropris ent managem tion 3.	aring for more ate column in S ent, pest mana	than one year f section 3:	or the
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ADDENDA MAY BE ATTACHED TO THIS DOCUMENT TO RECORD SPECIAL CONDITIONS

#### **SECTION 2**

# 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.

				12.5					
Landowner	Date	Spouse	Date	Grant	Date	Spouse	Date	County	Date
Initials		Initials	07	Recipient		Initials		Reps.	
- AK	11/1/10	16M'	11/00	Initials				Initials	
TTM.	7/6/22	k. J.	4-0	no 1 d	NIA	1) (A	N) /11	NOI	AT ( M
10000	12 0			NIA	NIT	NIA	N/A	NIA	NIA
								, , , ,	

# SECTION 2 (continued)

# B. The county agency agrees:

1. To enter this cost-share contract only after the Land Conservation Committee has authorized the cost-sharing of this project.

PAGE 4 of 5

- 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	Date	Spouse	Date	Grant	Date	Spouse	Date	County	Date
Initials	lin	Initials		Recipient		Initials	- 44	Reps. Initials	
TTM	46122	CCA:	VIIIAA	Initials	E> 140	10	1.11	mitials	60 0 00
1. J. 1. 1.	17	CM	110122	NA	NIA	NIH	N/A	CAC	4-6-2

COST-SHARE CONTRACT NO.: 2-22	TRACT NO.:	2-22													
<b>SECTION 3.</b>		PRACTICES, COST, COST-SHARE	COST	, COS	T-SHAF		OUNTS	, AND IN	AMOUNTS, AND INSTALLATION SCHEDULE	TION SC	HEDUL	E	PAGE 5 of	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	re following 1	related to the	conservat	tion practiv	ces, technica	al design and	d specificatic	ons, eligible cos	sts, cost-share ra	ates and amou	nts, and rate se	t forth below.	-		-
Name of Person Preparing	reparing			rechnica	Technical Standards Used in the Design: (LIST AND DATE OF NRCS, DNR OF OFTHER STANDARDS	Is Used in	the Design	Technical Standards Used in the Design: (LIST NAME AND DATE OF NIPCS, DNR, OF OTHER STANDARDS		<b>USI</b>	E OF THE 3	BOXES BELO	USE OF THE 3 BOXES BELOW IS OPTIONAL		Concession of the local division of the loca
I echnical Design: Ken Anderson			, ш <b>н</b>	MPLOYEI	EMPLOYED IN THE DESIGN) 351-Well	sign) 35	351-Well	CUMA	<b>REPRESENTING:</b>	ENTING:		DATE OF APPROVAL:	PROVAL:		
Representing: (COUNTY OR PRIVATE ENGINEERING FIRM) RICHLAND COUNTY	NUNTY OR PF RICHLAND (	uvate County					aleu 10/2	710	AMOUNT OF APPROVED:	F OF COST ED: \$	AMOUNT OF COST-SHARE CONTRACT APPROVED: \$	NTRACT			
* Cost-Sha	Cost-Shared Item Description	escription		Vuc of	Quantity		it	Estimated	COS	COST-SHARE RATE	RATE	ESTIMAT	ESTIMATED COST-SHARE AMOUNTS	2 AMOUNTS	
ss. AT	CP 50.62 to 50.98, 50.40 (18), & 50.08 (3) and (4)	3, 50.40 (15) and (4)		CS**	Standard Units)	Cost or Flat Rate \$	r Flat e S	Total Cost \$	State %***	Grantee %	County/ other %	DATCP \$	Grantee \$	County/other \$	
50.97 Well Decommissioning	<b>Jecommis</b>	sioning			1 No.		5	\$1254.00	70%	30%		\$877.80	\$376.20		
			, ,												
			-	-		TOTALS		\$1254.00				\$877.80	\$376.20		
* 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: <ul> <li>a. The practice is installed on land owned by a local governments</li> <li>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.</li> <li>a. The practice is installed on land owned by a local governments</li> <li>b. Cost-sharing is provided for access roads (ATCP 30.65), 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.</li> <li>a. 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 manue crop, nutrient management, test management, and strip-erophing), (b) land taken out of production for "soft practice" payments, the management, residue management, and strip-erophing), (b) land taken out of production for "soft practices" payments annote receives the sum of the landowner's amual cost quivalent payments a mintor in the practice for the number of years cost-shared. For "and out of production" payments under ATCP 50.08(3) (d), the landowner receives the sum of the landowner's amual cost of the practice for the contract. For CREP equivalent payment, a landowner receives the sum of the advower's amual cost of an entract. A landowner's amual cost equivalent payment are the cost-share protecties or the cost-share protecties or the cost-share contract. For CREP equivalent payment, a landowner science standard to the cost-share contract or standard average soil rental rate in the countract for standard average soil rental rat</li></ul>	0% maximur talled on land vided for acc e practice dos of years the p management nanagement e full contras owner receiv e in the coun ram if the aff ram if	I vate applies I owned by a ess roads ( $A$ ] as not implerr ratclice is cos z and strip-crr and strip-crr and strip-crr ty on the date by on the date by on the date by on the date by on the date z the farm lan z the farm lan	c based on c based on CCP 50.65 find a farr frent a farr tr-shared c opping), ( er the prace i (the lando vere enrol CREP pro,	the instal erments 5), roof ru nn perform nn perform nn perform nn perform nn perform st-share of st-share of st-share of ualifies fo	lation of a pi moff system ance standar contract pro- ken out of pr tifted, and h nual cost for program. T rt "p" if the reconomic F	ractice after (ATCP 50.) d. vides for (a) vides for (a) roduction fo as a contrac rathe period CREP equiv o receive a land is take	January 1, 2 85), stream 85), stream 1 more than c r more than c tual obligati specified in alent payme CREP- equi	014 under one bank or shoreli one year of cost one year, or (c) ion to maintain the contract. A ents authorized valent payment duction in perp	after January 1, 2014 under one of these two conditions: P 50.85), stream bank or shoreline protection (ATCP 50 for (a) more than one year of cost-sharing for soft practic ion for more than one year, or (c) CREP equivalent paym intractual obligation to maintain the practice for the num eriod specified in the contract. A landowner's annual cos equivalent payments authorized under ATCP 50.08(4), tive a CREP- equivalent payment, a landowner must keep is taken out of production in perpetuity. Cost-share practi- in.	ditions: drTCP 50.88), et r t practices (co rnt payments f the number of nual cost eque 0.08(4), the lar uust keep ripar ure practices n	tream crossing stream crossing ntour farming, or riparian land years cost-sha uls the number downer receiv ian land out of nust be operate	(s. ATCP 50.885) cover and green m cover and green m red. For "land out of affected acres m production for 15 and maintained ii	after January 1, 2014 under one of these two conditions: P 50.85), stream bank or shoreline protection (ATCP 50.88), stream crossing (s. ATCP 50.885), or wetland development or restoratio for (a) more than one year of cost-sharing for soft practices (contour farming, cover and green manure crop, nutrient management, pest ion for more than one year, or (c) CREP equivalent payments for riparian land taken out of production. For "soft practice" payments, t ontractual obligation to maintain the practice for the number of years cost-shared. For "land out of production." Payments under ATCP reriod specified in the contract. A landowner's annual cost equals the number of affected acres multiplied by the per-acre weighted veriod specified in the contract. A landowner's annual cost equals the number of affected acres multiplied by the per-acre weighted veriod specified in the contract. A landowner must keep riparian land out of production for 15 years, or in perpetuity, and must agree is taken out of production in perpetuity. Cost-share practices must be operated and maintained in accordance with O&M plans and oth ip.	nent or restoration nanagement, pest tice," payments, the nts under ATCP or weighted ould be offered , and must agree to M plans and other	
Landowner Initials Date	Date	Spouse I	Date	Grant K	pient	Date	Spouse	Date	County Rep. Initials	Date					
TU, M.	4922	1422 LSM 4	16-21	No a Initials	4	NA	N/A	N/A	CAC	4-6	てでつート				
					-	1.	1 2 2 4 9	/		_	0 0				

ARM-LWR-255 (Rev. March 2018)

COST-SHARE	CONTRACT	NO.: 5-22
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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 <u>Richland</u> County Land Conservation Committee, and landowner(s) <u>Thomas P & Patricia L Troyer</u> 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 <u>not</u> necessary to notarize signatures unless this contract will be recorded. If there are additional landowners or any grant recipients, check here and attach Exhibit A1. **NOTE 2:** Only properly authorized person(s) can sign in a representative capacity and must sign in such capacity if the landowner is a corporation, trust, estate, partnership, limited partnership, or limited liability company.

LANDOWNER/REPRESENTATIVE DATE

PRINT OR TYPE NAME: <u>THOMAS P TROYER</u>

Recording Area

Agency Name & Return Address

Parcel Identification Number

13-22

LANDOWNER/REPRESENTATIVE DATE PRINT OR TYPE NAME: PATRICIA L TROYER

State of Wisconsin )	State of Wisconsin )
) ss. County )	) ss. County )
This instrument was acknowledged before me on	This instrument was acknowledged before me on(date)
by (name of landowner or representative)	by (name of landowner or representative)
as (representative's position or type of authority, if applicable)	as (representative's position or type of authority, if applicable)
for (name of entity on behalf of whom instrument was executed, if applicable)	for (name of entity on behalf of whom instrument was executed, if applicable)
SIGNATURE     PRINT NAME       Notary Public, State of Wisconsin     (is permanent).	SIGNATURE     PRINT NAME       Notary Public, State of Wisconsin     (is permanent).
SIGNATURE OF COUNTY REPRESENTATIVE DATE	22
PRINT OR TYPE NAME: <u>CATHY COOPER</u>	
State of Wisconsin ) ) ss. <u>Richland County</u> ) This instrument was acknowledged before me on (date)	
by (name of county representative)	
asof	
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.)

CC	OST-SHARE CONTRACT NO.:
5-2	22

SECTION 1A. COUNTY INFORMATION				PAGE 2	of 5
NAME OF COUNTY AGENCY	TELEPHONE NU	JMBER	I		
<b>Richland County Land Conservation Dept</b>	608-647-2100				
ADDRESS	CITY, STATE, ZI	IP CODE			
181 W Seminary St	<b>Richland Center</b>		WI	53581	
NAME OF AUTHORIZED REPRESENTATIVE					
Cathy Cooper					
SECTION 1B. LANDOWNER and GRANT RE	CIPIENT INFO	RMATION			
TOTAL DATCP COST-SHARE AMOUNT (refer to page 5) \$2171.64	NON-DATCP FU			efer to page 5) Agency \$	
	☐ Federal \$		on-Profit o	r Other \$	
NAME OF LANDOWNER (Check the description that best ap				included) Co	orporation
ADDRESS					
E2354 Alpine Ln					
CITY, STATE, ZIP CODE	TELEPHONE NU	MBER			
La Valle WI 53941 LOCATION OF COST-SHARED PRACTICE(S) (Locate by p	608-295-2239	hers(s) or cool	dinates be	low or attach red	nuired
information as Exhibit B)	n oviding parter num	10013(3) 01 0001	unates be	now of attaching	Juncu
Parcel Identification Number(s):					
Latitude and longitude (degrees and minutes): 43.416 ° N 90.488	°		W		
Note: If this document will be recorded, attach a legal description of the		red practice(s) th	hat meets th	e requirements of s	s.
706.05(2m)(a) and 66.0217(1)(c), Wis. Stats.	TE. CROUCE MUC		ED		
NAME OF GRANT RECIPIENT, if different than above. NO	IE: SPUUSE MUS	I BE INCLUD	ED		
ADDRESS					
CITY, STATE, ZIP CODE	TELEPHONE NU	MBER			
INSTALLATION PERIOD	•				
Each practice must be installed, and all costs associated with th year, or December 31 <sup>st</sup> of the year of an approved extension. T following items as long as the parties record the number of yea	his contract may pro	ovide cost-shar	ing for mo	re than one year	
a. To install and maintain contour farming, cover and green	-				ue
management, and strip-cropping (up to 4 years).	riad analised in G4	ion 2			
<ul><li>b. For land taken out of production for 10 years or other per</li><li>c. For riparian land taken out of production for 15 years or</li></ul>			ı <b>3</b> .		
<b>Disclosure of non-DATCP funding:</b> By signing this				ient agrees to a	lisclose all
information related to any non-DATCP funding that h	has been or will be	e obtained to	pay for	practices desc	ribed in this
contract, and to authorize the county and DATCP to a federal files in accordance with the provisions of 16 U			ing, inclu	uding release o	of county an
Appeal Rights: The landowner or grant recipient may			ing, any	decision of the	county lan
conservation department regarding this grant. The co					
Chapter 68, Wis. Stats.	Data	Chevro	Deta	Counter	Data
Landowner Date Spouse Date Grant Initials Initials		Spouse Initials	Date	County Reps.	Date
		CONTRACTOR AND	CONTRACTOR OF THE PARTY OF THE		
12-13-22 M 2 Initial	S	10		Initials	

ADDENDA MAY BE ATTACHED TO THIS DOCUMENT TO RECORD SPECIAL CONDITIONS

# **SECTION 2**

#### 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  $\sqrt{1/2}$ ,  $\sqrt{1/2}$
- 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 12-13-22	Grant Recipient Initials	Date	Spouse Initials	Date	County Reps. Initials	Date
He	12 12	71		N/A	NIA	NA	N/H	CAC	12-13-22

# SECTION 2 (continued)

#### B. The county agency agrees:

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

# C. General conditions of the contract

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

Landowner	Date	Spouse	Date	Grant	Date	Spouse	Date	County	Date
Initials		Initials	12-12-12-	Recipient		Initials		Reps.	
FR.	12-13-22	M	12-13-22	Initials	. / 4			Initials	
10		1 '		NMA	NIA	NIA	NIA	CAC	12-12-22

SECTION 3. PRACTICES, COST, COST-SHARE	T. COST-SHA		AMOUNTS, AND INSTALLATION SCHEDULE	TALLA	<b>FION SC</b>	HEDUL	G	PAGE 5 of 5	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.	vation practices, techn	iical design and specifi	ications, eligible costs	s, cost-share ra	tes and amour	ts, and rate se	forth below.		
Name of Person Preparing	Technical Standa	<b>Technical Standards Used in the Design:</b> (LIST NAME AND DATE OF NRCS, DNR OR OTHER STANDARDS	sign: (LIST NAME Tandards		USE	OF THE 3	BOXES BELOV	USE OF THE 3 BOXES BELOW IS OPTIONAL	
1 echnical Design: Cathy Cooper	EMPLOYED IN THE DESIGN)	DESIGN) 578		<b>REPRESENTING:</b>	INTING:		DATE OF APPROVAL:	PROVAL:	
Representing: (COUNTY OR PRIVATE ENGINEERING FIRM) Richland County LCD				AMOUNT OF APPROVED:	OF COST. ED: \$	AMOUNT OF COST-SHARE CONTRACT APPROVED: \$	NTRACT		
Cost-Shared Item Description		ty Unit	Estimated	COS	COST-SHARE RATE	ATE	ESTIMATI	ESTIMATED COST-SHARE AMOUNTS	AMOUNTS
<ul> <li>ss. ATCP 50.62 to 50.98, 50.40 (15) &amp; (18), &amp; 50.08 (3) and (4)</li> </ul>	CS** Standard Units)	rd Cost or Flat Rate \$	Total Cost \$	State %***	Grantee %	County/ other %	DATCP \$	Grantee \$	County/other \$
ATCP 50.885 Stream Crossing	1 1 No.		3102.35	70	30		2171.64	930.71	
		TOTALS							
* 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. (ATCP 50.98) and the practice does not implement a farm performance standard. (ATCP 50.98) and the practice does not implement a farm performance standard. (ATCP 50.98) in the practice does not implement a farm performance standard. (ATCP 50.98) and the practice does not implement a farm performance standard. (ATCP 50.98) and the practice does not implement a farm performance standard. (ATCP 50.98) and the practice does not implement a farm performance standard. (ATCP 50.98) and the practice does not implement a farm performance standard. (ATCP 50.98) and the practice does not implement a farm performance standard. (ATCP 50.98) and the practice does not implement a farm performance standard. (ATCP 50.98) and the practice does not implement a farm performance standard. (ATCP 50.98) and the practice does not implement a farm performance standard. (ATCP 50.98) and the practice does not implement a farm performance standard. (ATCP 50.98), the landowner receives the full contract amount after the practice. (ATCP 50.98), the landowner receives the sum of the landowner's amual cost of not of production. For work and the practice in the county on the date of the cost-share contract. For CREP equivalent payment, a landowner receives an amount equal to the amount that would be offered under the CREP program. Inset "P" if the land owner receives an enother equal to the amount that would be offered under the cost	on the installation of a overnments (.65), roof runoff syste ärm performance stand d only if the contract p (, (b) land taken out of rractice is certified, and ndowner's annual cost cost-share contract. Fr rolled in that program. Drogram. Insert "P" if t	practice after January m (ATCP 50.85), stre lard. rovides for (a) more th production for more th production for more th thas a contractual obli for the period specified or CREP equivalent pa To receive a CREP- 6 he land is taken out of he land sit aken out of	after January 1, 2014 under one of these two conditions: P 50.85), stream bank or shoreline protection (ATCP 50 or (a) more than one year of cost-sharing for soft practic on for more than one year, or (c) CREP equivalent paym intractual obligation to maintain the practice for the numl criod specified in the contract. A landowner's annual cos equivalent payments authorized under ATCP 50.08(4), t ive a CREP- equivalent payment, a landowner must keep s taken out of production in perpetuity. Cost-share practi p.	f these two con a protection (A' sharing for soft SREP equivalet the practice for t andowner's an nder ATCP 50. a landowner mi uity. Cost-shai	ditions: TCP 50.88), s practices (cor nt payments fc he number of nual cost equal 08(4), the lan- 08(4), the lan- ust keep ripari re practices m	ream crossing tour farming, r riparian land years cost-shai s the number of lowner receive an land out of ist be operated	(s. ATCP 50.885), (s. ATCP 50.885), cover and green ms taken out of produ red. For "land out o f affected acres mu s an amount equal production for 15 y l and maintained in	or wetland developm anure crop, nutrient m iction. For "soft pract f production" paymer altiplied by the per-act to the amount that we cears, or in perpetuity, accordance with O&I	tent or restoration anagement, pest ice" payments, the its under ATCP ic weighted uld be offered and must agree to M plans and other

COST-SHARE CONTRACT NO.: 5-22

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X	5-71	12	4	A) / A	N/H	N/4 N/4	IA C	12-13-32

ARM-LWR-255 (Rev. March 2018)

# RESOLUTION NO. 23 - \_\_\_\_

A Resolution Engaging A County Surveyor For The Next Two Years.

WHEREAS, from time to time, the County advertises for applications from surveying firms in the area and then enters into a contract with a surveying firm to be the County Surveyor for a two year period, and

WHEREAS the Zoning and Land Information Committee is recommending that the County enter into a contract with Driftless Area Surveying, LLC of Richland Center, as represented by Surveyor Todd T. Rummler, for the next two years, and

WHEREAS the Committee, being well-satisfied with Driftless Area Surveying's performance for the past two years, and after having carefully considered this matter, is now presenting this Resolution to the County Board for its consideration.

NOW, THEREFORE, BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted for the County to enter into a contract with Driftless Area Surveying, LLC to be the Richland County Surveyor for 2023 and 2024, with the proposed contract to be at the same rate, \$85.00 per hour, as the County Surveyor contract for the past two years, and

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

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

RESOLUTION OFFERED BY THE LAND AND ZONING STANDING COMMITTEE