

# Richland County

Land & Zoning Standing Committee

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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 7<sup>th</sup> 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 non-metallic 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

Customer # 10997

Petition # RZ2022-027

COUNTY OF RICHLAND ZONING COMMITTEE  
NOTICE OF PETITION

Original Owner: Audrey Oliver

(I) (We)	First Name(s)	Audrey	Last Name	Oliver	Phone		Owner			
Address	27427 Barnett Ln			City	Lone Rock	State	WI	Zip	53556	
First Name(s)				Last Name			Phone			
Address				City			State	WI	Zip	

hereby petition the Richland County Zoning Committee for a:

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

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

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

Parcel #	52020 1234-2100												
Qtr	SE	Qtr	SW	Section	12	Town	9N	Range	1E	Township	ORN9	# of acres	0.00
Lot		Block		Subdivision				# of Acres Approved	0.00				

Present Use	residential
Present Improvements	Residence and accessory structure
Proposed Use	Make lot larger
Legal Description	

Petition Filed	11/14/2022	Petitioner Notified		Rezone Decision		Ordinance #	
Category	Rezoning	Town Notified		CUP Decision		CB Date	
Fee Amount	\$500.00	<input type="checkbox"/> Township Approval		CUP Expires		CB Decision	
Meeting Date	1/3/23	Decision Date		SUP Decision		Amendment #	

Comments

County Clerk Approval

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

Sign and fee

2.010 Acres



1231-3

HERBERT J & ROBERT P GRIMM  
14.91

1231-2 DON E STANKE  
5.15

1242-2 DON E STANKE  
19.13

1234-1

HERBERT J & ROBERT P GRIMM  
9.09

1234-21

AUDREY OLIVER  
0.49

Office

1234-2

DON E STANKE  
30.4

CUP

1243

DON E STANKE  
39.61



Customer # 10997

Petition #

COUNTY OF RICHLAND ZONING COMMITTEE  
NOTICE OF PETITION

(I) (We) First Name(s) AUDREY Last Name OLIVER Phone OWNER

Address 27427 BARNETT LN City LONE ROCK State WI Zip 53556

First Name(s) Last Name Phone

Address City State WI Zip

hereby petition the Richland County Zoning Committee for a:

☒ Rezone from Ag - For . Rezone to R-2☐ CUP to permit☐ SUP to permit☐ Other

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

Present description of the property involved in this petition is as follows: Parcel # 020-1234-1/00

Qtr Qtr Section 12 Town 9N Range 1E Township ORN # of acres

Lot Block Subdivision # of Acres Approved

Present Use Residential lot

Present Improvements Residence single family residence, garage, well, septic

Proposed Use Splitting off land because septic is on it residential

Legal Description

Petition Filed Petitioner Notified Rezone Decision Ordinance #

Category Rezoning Town Notified CUP Decision CB Date

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

Meeting Date Decision Date SUP Decision Amendment #

Comments Splitting land off from 020-1234-2000

County Clerk Approval

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

Audrey Oliver

\* Type name below signatures.

## Exhibit A

All that part of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) 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 $\frac{1}{4}$ ) 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 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 1 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.



HERBERT J & ROBERT P GRIMM  
9.09

1234-1

ANDREY OLIVER  
0.48

1234-21 27427

Orion

DON E STANKE  
30.4

1234-2

DON E STANKE  
39.61

1243

CUP

12

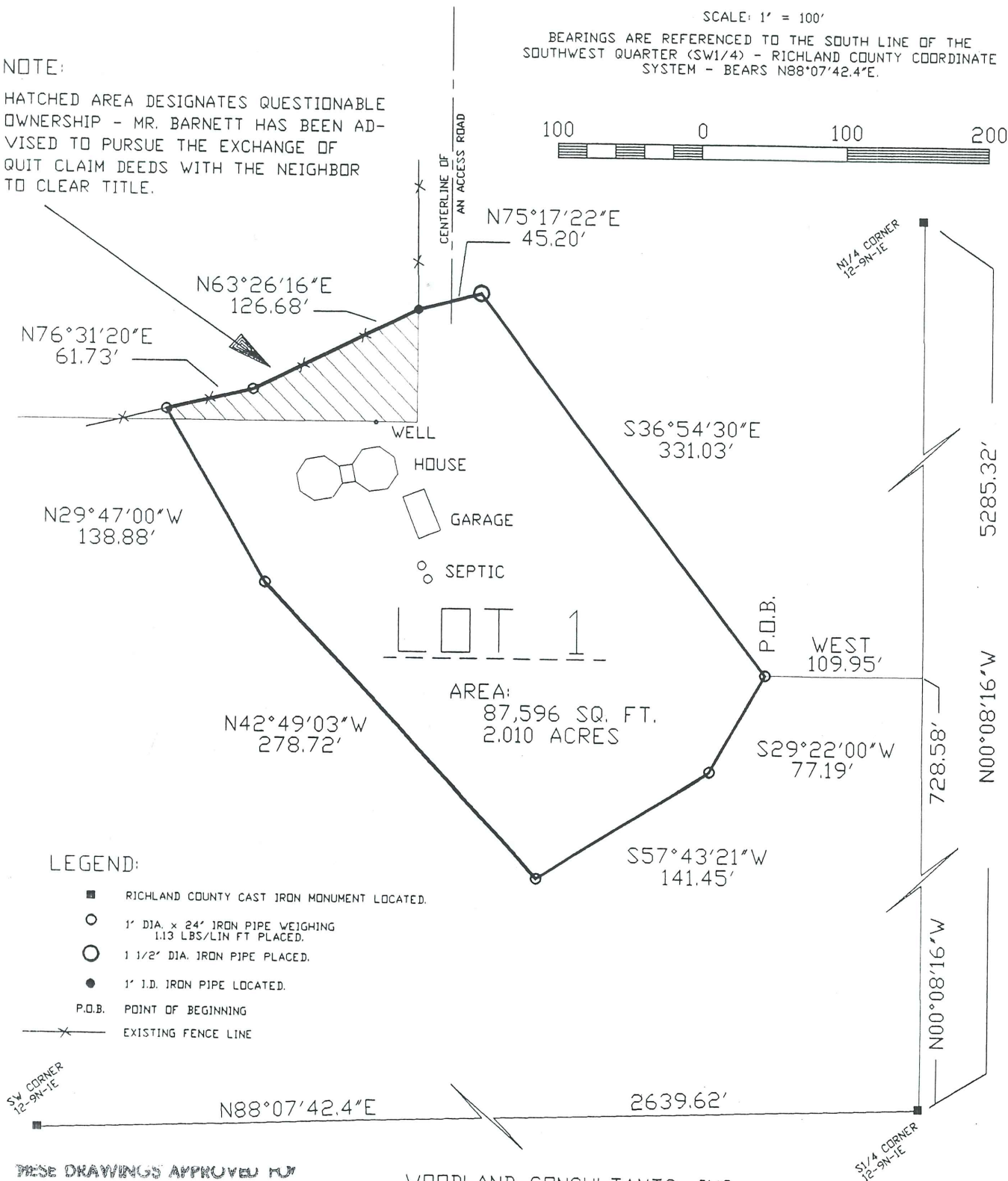
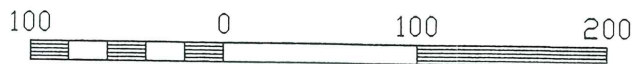


NOTE:

SCALE: 1' = 100'

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE  
SOUTHWEST QUARTER (SW1/4) - RICHLAND COUNTY COORDINATE  
SYSTEM - BEARS N88°07'42.4"E.

SCALE: 1' = 100'



THESE DRAWINGS APPROVED FOR  
PRELIMINARY USE ONLY

TERRY L. CORNELL  
REGISTERED LAND SURVEYOR S-1905

WOODLAND CONSULTANTS, INC.  
Engineering, Land Surveying and Building Design  
755 VALLEY VIEW DRIVE  
RICHLAND CENTER, WISCONSIN 53581  
PHONE (608) 647-2191

1562.001



Customer # 3921

Petition # RZ2022-028

COUNTY OF RICHLAND ZONING COMMITTEE  
NOTICE OF PETITION

Original Owner: Jeff &amp; Pam Nigl

(I) (We) First Name(s) Jeff &amp; Pam Last Name Nigl Phone (608) 647-7280 Owner

Address 17070 English Ridge Rd City Richland Center State WI Zip 53581

First Name(s) Last Name Phone

Address City State WI Zip

hereby petition the Richland County Zoning Committee for a:

☒ Rezone from Agriculture Residential Rezone to Agriculture/Forestry☐ 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 # 52018 1911-1000

Qtr NE Qtr NE Section 19 Town 11N Range 1W Township MAR # of acres 4.79

Lot Block Subdivision # of Acres Approved 0.00

Present Use Forest land

Present Improvements use to have a residence but burned....16850 English Ridge Rd

Proposed Use combine with more land

Legal Description All that part of the NE, of the NE lying North and West of English Ridge Dr., in Section 19, T11N, R1W. Marshall Township. 5 acres Rezone app 2003-036

Petition Filed 12/6/2022 Petitioner Notified Rezone Decision Ordinance #

Category Rezoning Town Notified CUP Decision CB Date

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

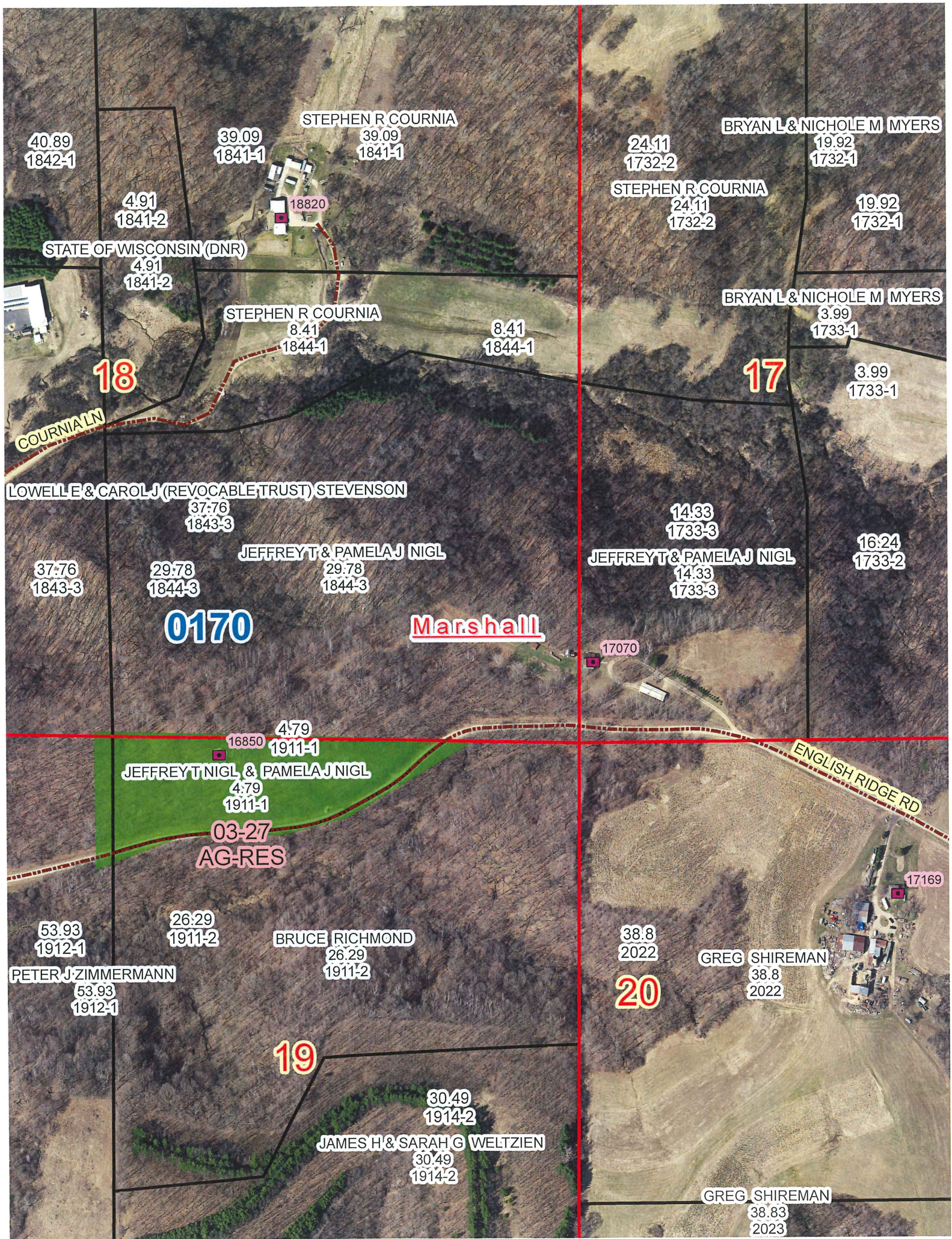
Meeting Date 1/3/2023 Decision Date SUP Decision Amendment #

Comments Purchased land and wants to add to rest of owners properties. Rezoned in 2003 by past owner.

County Clerk Approval

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





STEPHEN R COUNIA

40.89  
1842-1

39.09  
1841-1

39.09  
1841-1

BRYAN L & NICHOLE M MYERS

24.11  
1732-2

19.92  
1732-1

4.91  
1841-2

STATE OF WISCONSIN (DNR)

4.91  
1841-2

STEPHEN R COUNIA

24.11  
1732-2

19.92  
1732-1

STEPHEN R COUNIA

8.41  
1844-1

8.41  
1844-1

BRYAN L & NICHOLE M MYERS

3.99  
1733-1

18

17

3.99  
1733-1

COURNIA LN

LOWELL E & CAROL J (REVOCABLE TRUST) STEVENSON

37.76  
1843-3

37.76  
1843-3

29.78  
1844-3

JEFFREY T & PAMELA J NIGL

29.78  
1844-3

14.33  
1733-3

JEFFREY T & PAMELA J NIGL

14.33  
1733-3

16.24  
1733-2

0170

Marshall

17070

4.79  
1911-1

JEFFREY T NIGL & PAMELA J NIGL

4.79  
1911-1

03-27  
AG-RES

ENGLISH RIDGE RD

53.93  
1912-1

PETER J ZIMMERMANN

53.93  
1912-1

26.29  
1911-2

BRUCE RICHMOND

26.29  
1911-2

38.8  
2022

GREG SHIREMAN

38.8  
2022

20

19

30.49  
1914-2

JAMES H & SARAH G WELTZIEN

30.49  
1914-2

GREG SHIREMAN

38.83  
2023

17169



LOWELLE & CAROL J (REVOCABLE TRUST) STEVENSON  
40.89

17-20  
R-2

DANIEL R KRUEGER  
1.95

STATE OF WISCONSIN (DNR)  
4.91

1841-2

COURNIA LN

STEPHEN R COURNIA  
39.09

STEPHEN R COURNIA  
8.41

1844-1

BRYAN L & NICHOLE M MYERS  
19.92

1732-2 STEPHEN R COURNIA  
24.11

1733-1

LOWELLE & CAROL J (REVOCABLE TRUST) STEVENSON  
37.76

1843-3

1844-3

JEFFREY T & PAMELA J NIGL  
29.78

1733-3 JEFFREY T & PAMELA J NIGL  
14.33

DALTON SMITHEY & COURTNEY SMITHEY  
16.24

1733-2

Marshall

1911-1 JEFFREY T NIGL & PAMELA J NIGL  
4.79

03-27  
AG-RES ENGLISH RIDGE RD

16850

17070

PETER J ZIMMERMANN  
53.93

1912-1

1911-2

BRUCE RICHMOND  
26.29

2022 GREG SHIREMAN  
38.8





# Richland County Zoning & Land Information

Richland County Courthouse

181 W Seminary St

Richland Center, WI 53581

Michael Bindl  
Zoning Administrator/Sanitarian

Lynn Newkirk  
GIS Specialist/Zoning Technician

Cheryl Dull  
Office System Technician

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

*Item #1*      CALL TO ORDER    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*      ELECTION OF CHAIRMAN    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*      ELECTION OF VICE CHAIRMAN    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*      APPROVE AGENDA AND PUBLICATION      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*      APPROVE MINUTES OF THE LAST MEETING    Steve asked if there were any corrections or additions to the minutes. Hearing none, he declared them approved as presented.

*Item #6*      TO HEAR A PETITION OF TIFFANY LASSE FOR A CONDITIONAL USE PERMIT FOR RECREATIONAL RENTAL -AIRBNB IN SECTION 2, TOWN OF WILLOW    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, 2<sup>nd</sup> by Chad. Motion carried.

*Item #7*      TO HEAR A PETITION OF KEVIN KOCH AND YAHARA MATERIALS FOR A CONDITIONAL USE PERMIT FOR NON-METALLIC MINING IN SECTION 18, TOWN OF WILLOW    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 Reclamation 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?



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Office System Technician

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.



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## 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 it consists of. An engineer inspects 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 met 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 TO HEAR A PETITION OF PAUL PERKINS AND JEREMY CARTER TO REZONE 2.3 ACRES FROM AGRICULTURAL FORESTRY TO RESIDENTIAL-2 AND 34 ACRES FROM AGRICULTURAL FORESTRY TO AGRICULTURAL RESIDENTIAL IN SECTION 31, TOWN OF DAYTON

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 TO HEAR A PETITION OF THOMAS & CODY JURGENSEN TO REZONE 3 ACRES FROM AGRICULTURAL FORESTRY TO RESIDENTIAL-2 IN SECTION 3, TOWN OF DAYTON

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 TO HEAR A PETITION OF STAN & RITA DILLEY TO REZONE 17.3 ACRES FROM AGRICULTURAL FORESTRY TO AGRICULTURAL-RESIDENTIAL IN SECTION 15, TOWN OF RICHWOOD

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 BOA MEMBER RENEWAL 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 PAY BILLS There are no bills to pay.

Item #13 ADJOURN 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

	<u>Deadline</u>	<u>Land &amp; Zoning Standing</u>	<u>BOA</u>	<u>County Board</u>
		1 <sup>st</sup> Monday	1 <sup>st</sup> Thursday	3 <sup>rd</sup> Tuesday
		@ 3:00pm	@ 1:00 PM	@ 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	5th	1st	20th
July***	May 25th	June 26th	6th	18th
August	July 6th	7th	3rd	15th
September*	July 27th	AUG 28 <sup>th</sup>	7th	19th
October	Sept 7th	2nd	5th	31st
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



**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) Gary R & Diane S Epping and grant recipient(s) N/A. 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 \_\_\_\_\_

[Signature] 9/2/22 Diane S Epping 9/2/22  
LANDOWNER/REPRESENTATIVE DATE LANDOWNER/REPRESENTATIVE DATE  
PRINT OR TYPE NAME: GARY R EPPING PRINT OR TYPE NAME: DIANE S EPPING

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).
---	---

Cathy Cooper 9-2-22  
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 Dept				TELEPHONE NUMBER 608-647-2100					
ADDRESS 26136 Executive Lane Suite C				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) \$1405.78				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)									
ADDRESS 4261 98 <sup>th</sup> Street									
CITY, STATE, ZIP CODE Pleasant Prairie WU 53158				TELEPHONE NUMBER 262-694-9007					
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): 52010-0934-1200									
Latitude and longitude (degrees and minutes): . ' N . ' 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:									
a. To install and maintain contour farming, cover and green manure crop, nutrient management, pest management, residue management, and strip-cropping (up to 4 years).									
b. For land taken out of production for 10 years or other period specified in Section 3.									
c. For riparian land taken out of production for 15 years or in perpetuity as specified in Section 3.									
Disclosure of non-DATCP funding: By signing this contract, the landowner or grant recipient agrees to disclose all information related to any non-DATCP funding that has been or will be obtained to pay for practices described in this contract, and to authorize the county and DATCP to access files related to this funding, including release of county and federal files in accordance with the provisions of 16 U.S.C. 3844(b) (2) (D) (i).									
Appeal Rights: The landowner or grant recipient may appeal to the county, in writing, any decision of the county land conservation department regarding this grant. The county will determine if the grantee is eligible for a hearing under Chapter 68, Wis. Stats.									
Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Reps. Initials	Date
[Signature]	9/2/22	DSE	9/2/22	N/A	N/A	N/A	N/A	CAC	9-2-22
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 DSF, \_\_\_\_\_.)
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
	9/2/22	DSF	9/2/22	N/A	N/A	N/A	N/A	CAC	9-2-22




**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
	9/2/22	DSE	9/2/22	NIA	NIA	NIA	NIA	CAC	9-2-22



## 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>Cathy Cooper</b> <b>Representing:</b> (COUNTY OR PRIVATE ENGINEERING FIRM) <b>Richland County 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>Well Decommissioning NRCS Standard 351 dated 08/05/2021</b>		<b>USE OF THE 3 BOXES BELOW IS OPTIONAL</b> <b>REPRESENTING: LCD</b> <b>DATE OF APPROVAL: 09/02/2022</b>							
<b>AMOUNT OF COST-SHARE CONTRACT APPROVED: \$1405.78</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 type="checkbox"/>	50.97 Well Decommissioning	1	1	70	2008.25	70			1405.78	602.47	
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
<b>TOTALS</b>									<b>1405.78</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 government

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
	9/12/22	9/12/22	9/12/22	N/A	N/A	N/A	N/A	CAC	9-2-22





**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 Richland County Land Conservation Committee, and landowner(s) Thomas J. & Lynette S. Munz and grant recipient(s) N/A. 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

Thomas J. Munz  
LANDOWNER/REPRESENTATIVE

4/6/22  
DATE

PRINT OR TYPE NAME: THOMAS J. MUNZ

Lynette Munz  
LANDOWNER/REPRESENTATIVE

4-6-22  
DATE

PRINT OR TYPE NAME: LYNETTE S. MUNZ

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

4-6-22  
DATE

<p>State of Wisconsin )  ) ss. ____ County )</p> <p>This instrument was acknowledged before me on _____ (date)</p> <p>by _____ (name of county representative)</p> <p>as _____ of _____</p> <p>SIGNATURE _____ PRINT NAME _____ Notary Public, State of Wisconsin My commission expires _____ (is permanent)</p>
--

*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 <b>Richland County LCD</b>	TELEPHONE NUMBER <b>608-647-2100</b>
ADDRESS <b>26136 Executive Lane</b>	CITY, STATE, ZIP CODE <b>Richland Center, WI 53581</b>
NAME OF AUTHORIZED REPRESENTATIVE <b>Cathy Cooper</b>	

**SECTION 1B. LANDOWNER and GRANT RECIPIENT INFORMATION**

TOTAL DATCP COST-SHARE AMOUNT (refer to page 5) <b>\$877.80</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 \$
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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)  
**Thomas J. & Lynette S. Munz**

ADDRESS <b>24904 County Hwy ZZ</b>	
CITY, STATE, ZIP CODE <b>Richland Center, WI 53581</b>	TELEPHONE NUMBER <b>608-647-2592</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): **008-1433-1000**

Latitude and longitude (degrees and minutes):

° ' N ° ' 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

**N/A**

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>TJM</b>	<b>4/6/22</b>	<b>L.S.M</b>	<b>4-6-22</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>CAC</b>	<b>4-6-22</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 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
T.J.M.	4/6/22	L.S.M.	4-6-22	N/A	N/A	N/A	N/A	N/A	N/A



**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. ATP 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. ATP 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. ATP 50, Wis. Admin. Code and this contract, including compliance with applicable construction site erosion control standards, and (iii) nutrient management plans comply with s. ATP 50.04(3) Wis. Admin. Code. The county may make payments to third parties as provided in s. ATP 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. ATP 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
T.J.M.	4/6/22	CSM	4/6/22	N/A	N/A	N/A	N/A	CAC	4-6-22



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

PAGE 5 of 5

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

Name of Person Preparing Technical Design: Ken Anderson				USE OF THE 3 BOXES BELOW IS OPTIONAL						
Representing: (COUNTY OR PRIVATE ENGINEERING FIRM) RICHLAND COUNTY				REPRESENTING: 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 NRCS dated 10/2012										
* Cost-Shared Item Description ss. ATCP 50.62 to 50.98, 50.40 (1.5) & (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 type="checkbox"/> 50.97 Well Decommissioning		1 No.		\$1254.00	70%	30%		\$877.80	\$376.20	
<input type="checkbox"/>										
<input type="checkbox"/>										
<input type="checkbox"/>										
<input type="checkbox"/>										
<input type="checkbox"/>										
<input type="checkbox"/>										
<input type="checkbox"/>										
<b>TOTALS</b>				<b>\$1254.00</b>				<b>\$877.80</b>	<b>\$376.20</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 government
- 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
T.J.M.	4/22	LSM	4/22	N/A	N/A	N/A	N/A	CAC	4-6-22





**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  
Richland County Land Conservation Committee, and landowner(s)  
Thomas P & Patricia L Troyer 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

Thomas P Troyer 12-13-22  
LANDOWNER/REPRESENTATIVE

DATE

PRINT OR TYPE NAME: THOMAS P TROYER

Patricia L Troyer 12-13-22  
LANDOWNER/REPRESENTATIVE

DATE

PRINT OR TYPE NAME: PATRICIA L TROYER

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).

Cathy Cooper 12-13-22  
SIGNATURE OF COUNTY REPRESENTATIVE

DATE

PRINT OR TYPE NAME: CATHY COOPER

State of Wisconsin )  
 ) ss.  
Richland 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 Dept</b>			TELEPHONE NUMBER 608-647-2100						
ADDRESS <b>181 W Seminary St</b>			CITY, STATE, ZIP CODE Richland Center WI 53581						
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) \$2171.64			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)									
ADDRESS <b>E2354 Alpine Ln</b>									
CITY, STATE, ZIP CODE La Valle WI 53941			TELEPHONE NUMBER 608-295-2239						
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): 43.416 °      ' N      90.488 °      ' 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						
<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 <i>TC</i>	Date 12-13-22	Spouse Initials <i>PT</i>	Date 12-13-22	Grant Recipient Initials <i>N/A</i>	Date <i>N/A</i>	Spouse Initials <i>N/A</i>	Date <i>N/A</i>	County Reps. Initials <i>CAC</i>	Date 12-13-22
<b>ADDENDA MAY BE ATTACHED TO THIS DOCUMENT TO RECORD SPECIAL CONDITIONS</b>									

**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 ATP 50.62, Wis. Admin. Code. All nutrient management plans must comply with s. ATP 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. ATP 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. ATP 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 TL, 12-13-22, PT, 12-13-22.)
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. ATP 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
TL	12-13-22	PT	12-13-22	N/A	N/A	N/A	N/A	CAC	12-13-22



**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
JH	12-13-22	VT	12-13-22	N/A	N/A	N/A	N/A	CAC	12-13-22



## 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: Cathy Cooper				USE OF THE 3 BOXES BELOW IS OPTIONAL							
Representing: (COUNTY OR PRIVATE ENGINEERING FIRM) Richland County LCD				REPRESENTING: DATE OF APPROVAL:							
Technical Standards Used in the Design: (LIST NAME AND DATE OF NRCS, DNR OR OTHER STANDARDS EMPLOYED IN THE DESIGN) 578				AMOUNT OF COST-SHARE CONTRACT APPROVED: \$							
*	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 type="checkbox"/>	ATCP 50.885 Stream Crossing	1	1 No.		3102.35	70	30		2171.64	930.71	
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
<input type="checkbox"/>											
<b>TOTALS</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
<i>AC</i>	12-13-22	<i>PT</i>	12-13-22	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>CAC</i>	12-13-22



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