



MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE AGENDA

Date & Time of Meeting: Tuesday, May 4, 2021 at 3:00 p.m.

Meeting Location: 212 River Drive, Room 5 Wausau 54403

Committee Members: Jacob Langenhahn - Chair ; Sara Guild, -Vice-chair; Rick Seefeldt, Allen Drabek, Bill Conway, Randy Fifrick, Arnold Schlei, Dave Oberbeck, Eric Vogel - FSA Member, Marilyn Bhend – WI Towns & Villages Association (non-voting member)

Marathon County Mission Statement: *Marathon County Government serves people by leading, coordinating, and providing county, regional, and statewide initiatives. It directly or in cooperation with other public and private partners provides services and creates opportunities that make Marathon County and the surrounding area a preferred place to live, work, visit, and do business. (Last updated 12-20-05).*

Environmental Resources Committee Mission Statement: *Provide leadership for the implementation of the County Strategic Plan, monitoring outcomes, reviewing and recommending to the County Board policies related to environmental resource initiatives of Marathon County. (Revised: 04/17/12)*

Strategic Plan Goals 2018 - 2022: Objective 5.2 - Promote sound land use decisions that conserve and preserve natural resources in decisions with economic development and growth.

Objective 6.3 - Protect and enhance the quantity and quality of potable groundwater and potable surface water supplies.

The meeting site identified above will be open to the public. However, due to the COVID-19 pandemic and associated public health directives, Marathon County encourages (Committee/Board/Commission) members and the public to attend this meeting remotely. To this end, instead of attendance in person, (Committee/Board/Commission) members and the public may attend this meeting by telephone conference. If (Committee/Board/Commission) members or members of the public cannot attend remotely, Marathon County requests that appropriate safety measures, including adequate social distancing, be utilized by all in-person attendees.

Persons wishing to attend the meeting by phone may call into the **telephone conference ten (10) minutes prior to the start time indicated above using the following number:**

Phone Number: 1-408-418-9388

Access Code/Meeting Number: 146 270 5670

Please Note: If you are prompted to provide an “Attendee Identification Number” enter the # sign. No other number is required to participate in the telephone conference.

When you enter the telephone conference, PLEASE PUT YOUR PHONE ON MUTE!

1. Call meeting to order
2. Public Comment (15 minute limit)
3. Approval of March 30, 2021 and April 8, 2021 Committee minutes
4. Operational Functions required by Statute, Ordinance, or Resolution:
 - A. Public Hearings, Review, Possible Actions, and Possible Recommendations to the County Board for its Consideration (County Zoning changes)
 1. Jesse Richardson on behalf of Richard Miller – G-A General Agriculture to R-E Rural Estate – Town of Green Valley
 2. Tim Vreeland on behalf of Rita Blenker – F-P Farmland Preservation to R-R Rural Residential – Town of McMillan
 - B. Review and Possible Recommendations to County Board for its Consideration (Town Zoning changes pursuant to §60.62(3) Wis. Stats.)
 1. Resolution: Consider County Land Exchange in the Towns of Easton and Harrison
 - C. Review and Possible Recommendations to County Board for its Consideration - None
 - D. Review and Possible Action - None
5. Educational Presentations/Outcome Monitoring Reports and Committee Discussion
 - A. Department Updates: Conservation Planning and Zoning (CPZ), Parks Recreation and Forestry (PRF) Solid Waste CPZ
 1. Submittal of annual reports for Municipal Separate Storm Sewer System (MS4) Permits (Jeff Pritchard)

**MARATHON COUNTY
ENVIRONMENTAL RESOURCES COMMITTEE
AGENDA**

- 2. Applications for grants and projects
- 3. Update on Fenwood Creek funding request
- 6. Policy Issues Discussion and Committee Determination to the County Board for its Consideration**
 - A. Capital Improvement Project (CIP) requests
 - 1. Solid Waste
 - a. Phase 5B/6 expansion of Bluebird Ridge
 - b. Expansion of Bluebird Ridge gas system
 - c. Rear dual-wheel utility tractor
 - 2. Parks, Recreation & Forestry
 - a. Playground Replacement
 - b. Restroom Replacement
 - c. Big Eau Pleine Road Repairs
 - d. Cattle Barn 1 & 2 Roof Replacement
 - e. Mission Lake East Parking Lot Replacement
 - f. Rolling Stock
 - B. Legislative and Budget Report: current and future legislative initiatives and items related to the 2021-22 State budget
 - 1. Parks, Recreation and Forestry
 - 2. Conservation, Planning and Zoning
 - 3. Solid Waste
- 7. Next meeting June 1, 2021 3:00 pm Room 5 and future agenda items:**
 - A. Committee members are asked to bring ideas for future discussion
 - B. Announcements/Requests/Correspondence
 - 1. Introduction of new CPZ Director - Laurie Miskimins

8. Adjournment

Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk's Office at 715-261-1500 at least one business day before the meeting.

EMAILED AND/OR FAXED TO:

News Dept. at Daily Herald (715-848-9361), City Pages (715-848-5887),
Midwest Radio Group (715-848-3158), Marshfield News (877-943-0443),
TPP Printing (715 223-3505)

Date: 04/26/2021
Time: 12:00 PM
By: BI
Date/Time/By:

SIGNED



Presiding Officer or Designee

NOTICE POSTED AT COURTHOUSE:

Date: _____
Time: _____ a.m. / p.m.
By: County Clerk

NOTICE OF PUBLIC HEARING

A public hearing will be held by the Environmental Resources Committee of the Marathon County Board of Supervisors on Tuesday, May 4, 2021 at 3:00 p.m., 212 River Drive, Room 5, Wausau WI 54403, at which time the Committee will consider the following:

1. The petition of Jesse Richardson on behalf of Richard Miller to amend the Marathon County Zoning Ordinance to rezone lands from G-A General Agriculture to R-E Rural Estate described as part of the E ½ of the SE¼ of Section 10, Township 26 North, Range 05 East, Town of Green Valley. The area proposed to be rezoned is 5.153 acres in size with the parent parcel Address: 133808 County Road C, Mosinee WI 54455; PIN# 030-2605-104-0966.
2. The petition of Tim Vreeland on behalf of Rita Blenker to amend the Marathon County Zoning Ordinance to rezone lands from F-P Farmland Preservation to R-R Rural Residential described as part of the W ½ of the SE¼ and SE1/4 of the NE ¼ of Section 29, Township 26 North, Range 03 East, Town of McMillan. The parcel proposed to be rezoned is 55.413 acres in size with a Parcel PIN# 056-2603-294-0958.

All interested persons will be provided the opportunity to be heard at the public hearing. Those planning to attend this meeting who need some type of special accommodation in order to participate should call the County Clerk's Office at 715-261-1500. Please call at least one business day in advance of the meeting.

In the event you are unable to attend the public hearing and wish to provide written testimony prior to the hearing please forward to: Conservation, Planning and Zoning Department, 210 River Drive, Wausau, WI 54403-5449 Jacob Langenhahn – Environmental Resource Committee Chair.

We are encouraging people to attend the meeting by phone. Please call into the telephone conference ten minutes prior to the start time indicated above using the following number:

Phone Number: 1-408-418-9388

Access Code/ Meeting Number: 146 270 5670

PLEASE NOTE: If you are prompted to provide an "Attendee Identification Number" enter the # sign. No other number is required to participate in the telephone conference.

Jacob Langenhahn



Jacob Langenhahn, Chairman
Environmental Resources Committee



Paul Daigle, Land and Water Program Director
Conservation, Planning, and Zoning Department

Publish: April 19 and April 26, 2021

E-mailed to: Wausau Daily Herald (WDH-Legals@wdhmedia.com) on April 14, 2021 at 8:15 a.m.



**Marathon County
Environmental Resources Committee Minutes
Tuesday, March 30, 2021
210 River Drive, Wausau WI**

Attendance:	<u>Member</u>	<u>Present</u>	<u>Not present</u>
<i>Chair</i>	Jacob Langenhahn.....	X	
<i>Vice-Chair</i>	Sara Guild.....	X	
	Rick Seefeldt	X	
	Bill Conway	X	
	Allen Drabek	X	
	Randy Fifrick.....	X	
	Arnold Schlei		X (excused)
	Dave Oberbeck.....	X	
	Marilyn Bhend	X	
	Eric Vogel		X

} via Webex or phone

Also present via Webex, phone or in Room 5: Paul Daigle, Dominique Swangstu, Andrew Lynch, Dave Decker, Patrick Bula and Cindy Kraeger – Conservation, Planning, and Zoning (CPZ); Jean Kopplin – City-County IT, Jamie Polley, Tom Lovlien – Park, Recreation and Forestry (PRF) Craig McEwen – County Board Vice-Chair; Jean Maszk – County Board Supervisor, Jordan Brost, Josh Prentice – REI, Peter Weinschenk – Record Review, Kevin Lynn, Tim Vreeland and William Raatz.

1. **Call to order** – Called to order by Chair Langenhahn at 3:00 p.m. via WEBEX.
2. **Public Comment** – None.
3. **Approval of March 2, 2021 and March 16, 2021 Committee minutes**

Motion / second by Conway / Seefeldt to approve of the March 2, 2021 and March 16, 2021 Environmental Resources Committee minutes as distributed.

Motion **carried** by voice vote, no dissent.

4. **Operational Functions required by Statute, Ordinance, or Resolution:**

A. **Public Hearings, Review, Possible Actions, and Possible Recommendations to the County Board for its Consideration (County Zoning changes)**

1. Jordan Brost on behalf of Lynn Farms Inc. – F-P Farmland Preservation to G-A General Agriculture – Town of Brighton

Discussion: Swangstu was sworn in and noted the staff report and decision sheet had been included in the packet. Swangstu reviewed the rezone request of 3.003 acres shown as Lot 1 of the Preliminary Certified Survey Map (CSM) submitted with the petition. The building area will be west of the current agricultural field minimizing the amount of active cropland converted on the parcel proposed to be rezoned. The rezone is proposing to reclassify the area in question from one agricultural zoning district to another, and crop land will continue to be farmed. Swangstu additionally reviewed the reasoning behind why CPZ staff are recommending approval of the rezone request, citing the rezone standards, requirements, and pertinent site characteristics.

The Town of Brighton has reviewed the application and recommends approval without any concerns.

Langenhahn questioned the Town of Brighton resolution regarding questions 8-10 left unanswered on the resolution and if staff has seen the Town of Brighton Comprehensive Plan. Swangstu stated the Comprehensive Plan was reviewed and all standards/comprehensive standards appear to have been met. Swangstu stated that based on the applicable Wisconsin statutes regarding rezones, the town affected by a rezone is technically not required to provide any resolution or recommendation to the county (unless they are submitting a resolution of disapproval). Yet, to keep a positive relationship and partnership with the County Zoned Towns, CPZ has the policy of reaching out to the towns to get their feedback and have the rezone standards included in the town resolution document. CPZ sometimes obtains incomplete resolutions from the towns regarding these rezones, when this happens staff will reach back out to the town for additional clarification. Yet, in some instances CPZ does not receive an updated resolution or answers to the missing questions. Ultimately, in this instance the town recommended approval with no additional comments, therefore

staff believe what was supplied by the town will suffice. Staff stated they are more than willing to reach back out to the town again to see if they could address the missing questions on the resolution prior to going to County Board.

Vreeland was sworn in and explained the rezone request for the above mentioned use.

There was no additional testimony in favor or opposed to this rezone request virtually or in person.

Testimony portion of the hearing was closed at 3:20 p.m. Committee deliberated and applied the standards for this request by reviewing and completing the decision sheet.

Action: **Motion** / second by Guild / Seefeldt to recommend approval to County Board, of the Jordan Brost on behalf of Lynn Farms Inc. rezone request. Noting the reasoning provided in the staff report and conclusions of law. The Committee determined the rezone is consistent with the Marathon County as well as is partially consistent with the Town of Brighton future land use map, showing the area in question designated as a crop land and woodlands. The area proposed to be rezone was designated as farmland preservation area in the Farmland Preservation Plan, yet there are no prime farm soils on the area in question. The rezone appears to meet all applicable rezone standards.

Motion **carried** by voice vote, no dissent.

Follow through: Forward to County Board for action at their next regularly scheduled meeting.

2. Tim Vreeland on behalf of Jayme & Victoria Myszka – G-A General Agriculture to R-R Rural Residential - Town of Rib Falls

Discussion: Swangstu was sworn in and noted the staff report and decision sheet had been included in the packet. Swangstu reviewed the rezone request of 7.663 acres total (4.4 acres excluding the road Right-of-Way and access easement) shown as Lot 2 of the Preliminary Certified Survey Map (CSM) submitted with the petition. Swangstu additionally reviewed the reasoning behind why CPZ staff are recommending approval of the rezone request, citing the rezone standards, requirements, and pertinent site characteristics.

Langenhahn stated the Town should fill out all the sections of the Town Resolution. Swangstu stated the Town does not need to provide a town resolution but a town recommendation with additional detail regarding the rezone is highly recommended to help Committee Members with decision making as previously addressed in the first public hearing.

The Town of Rib Falls has reviewed the application and recommends approval without any concerns or additional comments.

Vreeland was sworn in and explained the rezone request for the above mentioned use with minimal disturbance to the farmland.

There was no additional testimony in favor or opposed to this rezone request virtually or in person. Testimony portion of the hearing was closed at 3:33 p.m. Committee deliberated and applied the standards for this request by reviewing and completing the decision sheet.

Action: **Motion** / second by Guild / Seefeldt to recommend approval to County Board, of the Jayme & Victoria Myszka rezone request. The Committee determined the rezone is consistent with the Marathon County and Town comprehensive plans, and is not located in the Farmland Preservation Zoning District. Adequate facilities are present or will be provided and providing any necessary public facilities will not burden local government. Base on the proposed land division and existing land uses onsite the rezone should not result in any adverse effect on natural areas. The committee made their recommendation of approval based on the information, findings of fact, and conclusions of law as described in the CPZ staff report included in the ERC packet.

Follow through: Forward to County Board for action at their next regularly scheduled meeting.

3. Tim Vreeland on behalf of Total Stone Design Inc. – L-D-R Low Density Residential to R-R Rural Residential – Town of Green Valley

Discussion: Swangstu was sworn in and noted the staff report and decision sheet had been included in the packet. Swangstu reviewed the rezone request of 0.821 acres shown as Lot 2 of the Preliminary Certified Survey Map (CSM) submitted with the petition. Swangstu

Environmental Resources Committee Minutes

March 30, 2021

additionally reviewed the reasoning behind why CPZ staff are recommending approval of the rezone request, citing the rezone standards, requirements, and pertinent site characteristics.

The Town of Green Valley has reviewed the application and recommends approval without any concerns.

Guild stated the lot was an interesting shape and had concerns about the shape and odd angles that would be left over.

Swangstu stated the existing parcel proposed to be rezoned (0.821 acres) will be combined with the parcel already zoned Rural Residential to the north (by Certified Survey Map) which will create a parcel approximately 4.316 acres in size, which meets the zoning districts minimum lot size requirement of 2 acres. The configuration/proposed parcel in question when and if the rezone is approved will meet all applicable zoning and land division requirements. Swangstu also noted that the applicant and/or agent would be able to more specifically speak to the proposed use of the lot(s) and why the parcels are configured the way that they are, as well as why the owner is looking to combine the two existing parcels.

Randy Fifrick joined the meeting at 3:40 p.m.

William Raatz was sworn in and stated the lot would be used for recreation for the family.

Vreeland was sworn in and stated only Lot 2 will be rezoned which would be dividing off the woods that would be removed from the property.

There was no additional testimony in favor or opposed to this rezone request virtually or in person. Testimony portion of the hearing was closed at 3:50 p.m. Committee deliberated and applied the standards for this request by reviewing and completing the decision sheet.

Action: **Motion** / second by Guild / Fifrick to recommend approval to County Board, of the Tim Vreeland on behalf of Total Stone Design rezone request. The Committee determined the rezone is consistent with the Marathon County and Town comprehensive plans, and it is not located in the Farmland Preservation Zoning District. Adequate facilities are present or will be provided and providing any necessary public facilities will not burden local government. The rezone should not result in any adverse effect on natural areas as the use of the parcel will not change. The committee made their recommendation of approval based on the information, findings of fact, and conclusions of law as described in the CPZ staff report included in the ERC packet.

Follow through: Forward to County Board for action at their next regularly scheduled meeting.

- B. Review and Possible Recommendation to County Board for its Consideration (Town Zoning changes pursuant to §60.62(3) Wis. Stats.) – None.
- C. Review and Possible Recommendations to County Board for its Consideration – None.
- D. Review and Possible Action

1. Royal Vistas Final County Plat – Town of Rib Mountain

Discussion: Decker discussed the Royal Vistas Final Plat with the Committee. The preliminary plat was reviewed by the Committee previously and no substantial change from the preliminary plat to the final plat has occurred.

Action: **Motion** / second by Fifrick / Seefeldt to approve the Royal Vistas Final Plat. Motion **carried** by voice vote, no dissent.

Follow through: Committee Chair will sign the Final Plat when the original copy is provided to CPZ by the developer or agent.

To accommodate staff schedules the Committee moved to Agenda Item 6C.

6. **Policy Issues Discussion and Committee Determination to the County Board for its Consideration**

C. Strategic Plan discussion questions

1. What was done or accomplished in 2020 by this Committee relating to the implementation of the Strategic Plan?
2. What are your plans in 2021 relating to the implementation of the Strategic Plan?
3. Does your Committee understand their role in implementing the Strategic Plan?

Discussion: McEwen reviewed the three questions with the Committee. The template provided in the meeting packet is very easy to follow and interpret. McEwen stated the Committee has made a lot of progress and 4 actions were approved in 2021 relating to question #2. Guild questioned the removal of Objective 5.2 D.- Develop a land capability index and E. - Develop a comprehensive approach to redevelopment and revitalization of older housing stock and older buildings. McEwen clarified with the Administrator these two items are listed in the Comprehensive Plan.

Action: None.

5. **Educational Presentations/Outcome Monitoring Reports and Committee Discussion**

A. Progress report and next steps on the Fenwood Creek Watershed

Discussion: Bula reviewed the powerpoint that was included in the meeting packet to an innovative approach of the use of Multi Discharger Variance Funds and Fenwood Creek goals.

Daigle discussed how the Committee will set the stage for policy discussion on how the Land and Water Resource Management Plan will help to reach the TMDL goals based upon successful watershed wide implementation of this strategy in the Fenwood by the end of 2022. Daigle discussed options for funding in 2022 which entails a request to the State of Wisconsin for the Fenwood Pilot project \$610,000 per year for the next six years or a budget request to Marathon County for 2022-2027 for \$610,000 per year for the next six years. Committee discussed CPZ staff drafting a proposal to be shared with the Executive Committee at their next regularly scheduled meeting.

Action: Consensus of the Committee to have CPZ draft a proposal to be presented at the next regularly scheduled Executive Committee meeting.

B. Groundwater Plan next steps

Discussion: Daigle discussed the memo that was included in the meeting packet outlining the next steps of the Groundwater Plan. CPZ staff will continue to work with the UniverCity to develop components of the plan. CPZ staff and the Health Department will define what details would be the best plan for Marathon County starting winter of 2021/2022. The proposed scope of the plan to be developed would be presented to ERC in March / May 2022. Budget requirements for the plan will be developed by June 2022 and submitted into the 2023 County budget. Plan should be completed by end of 2023 if funded.

C. Department Updates: Conservation, Planning and Zoning (CPZ), Parks Recreation and Forestry (PRF)
Solid Waste – None.

6. **Policy Issues Discussion and Committee Determination to the County Board for its Consideration**

A. Legislative and Budget Report: current and future legislative initiatives related to the 2021-22 State Budget

1. Parks, Recreation and Forestry (PRF)

Discussion: Lovlien and Polley discussed the current and future legislative items in the Governor's budget proposal related to PRF that were included in the meeting packet. One item of significant importance to the County is the reauthorization of the Knowles Nelson Stewardship Fund. The County is asked to advocate for the renewal of this fund at 10 or more years with a funding level, at a minimum, of today's funding amount. These items will be monitored for County Board support or action.

2. Conservation Planning and Zoning (CPZ) – None.

3. Solid Waste – None.

B. Committee discussion regarding ERC priorities in state budget

Discussion: Chair Langenhahn indicated this agenda item was covered under Agenda item 6A.

7. **Next meeting date, time & location and future agenda items:**

Tuesday, May 4, 2021 3:00 p.m. 212 River Drive Room 5 Wausau WI

A. Committee members are asked to bring ideas for future discussion

B. Announcements/Requests/Correspondence

8. **Adjourn – Motion** / second by Conway / Seefeldt to **adjourn** at 5:22 p.m. Motion **carried** by voice vote, no dissent.

Environmental Resources Committee Minutes
March 30, 2021
Paul Daigle, Land and Water Program Director
For Jacob Langenhahn, Chair

cc: (via email/web site) ERC members; County Administrator; Corporation Counsel; County Clerk

PD/cek



**Marathon County
Environmental Resources Committee Minutes
Thursday, April 8, 2021
210 River Drive, Wausau WI**

Attendance:	<u>Member</u>	<u>Present</u>	<u>Not present</u>
<i>Chair</i>	Jacob Langenhahn.....	X	
<i>Vice-Chair</i>	Sara Guild.....	X	
	Rick Seefeldt	X	
	Bill Conway		X (excused)
	Allen Drabek.....	X	X
	Randy Fifrick.....	X	via Webex or phone
	Arnold Schlei	X	
	Dave Oberbeck.....	X	
	Marilyn Bhend.....	X	
	Eric Vogel	X	

Also present via Webex, phone or in CPZ Large Conference Room: Andrew Lynch, Paul Daigle and Cindy Kraeger – Conservation, Planning, and Zoning (CPZ); John Happli; Brian Kowalski – City Pages; Peter Weinschenk – Record Review.

1. **Call to order** – Called to order by Chair Langenhahn at 3:00 p.m. via WEBEX
2. **Discussion and Possible Action by Committee to Forward to the County Committees/ County Board for its consideration:**

A. **Requesting funding for the Fenwood Creek project**

Discussion: Chair Langenhahn discussed at the previous ERC meeting the committee directed staff to request county leadership to ask the state legislature for funding to reduce the agricultural phosphorus of the Fenwood Creek project. The committee reached a committee consensus. The purpose of the meeting today is to have the Committee take possible action to work with county leadership to ask the state legislature to seek “Pilot Project” funding to meet the highest priority project identified in the Land and Water Resource Management Plan. The requests of the Committee to seek \$610,000 per year for six years in State funding to meet the goals of the Fenwood Creek Watershed plan.

Action: **Motion** / second by Oberbeck / Fifrick to recommend approval to Executive Committee, of the funding for the Fenwood Creek project.

Motion **carried** by voice vote, no dissent.

Follow through: Forward to Executive Committee for action at their next regularly scheduled meeting.

3. **Next meeting date, time & location and future agenda items:**

Tuesday, May 4, 2021 3:00 p.m. 212 River Drive Room 5 Wausau WI

A. Committee members are asked to bring ideas for future discussion

- Update on MCDEVCO POWTS Program

B. Announcements/Requests/Correspondence

4. **Adjourn** – **Motion** / second by Seefeldt / Fifrick to **adjourn** at 3:09 p.m. Motion **carried** by voice vote, no dissent.

Paul Daigle, Land and Water Program Director

For Jacob Langenhahn, Chair

cc: (via email/web site) ERC members; County Administrator; Corporation Counsel; County Clerk

PD/cek



PETITION FOR ZONE CHANGE
BEFORE THE MARATHON COUNTY BOARD OF SUPERVISORS

1. As authorized by §17.91 of the Marathon County Zoning Code (I) (we) (Name & Address):
Jesse Richardson, 1019 Pinecrest Ave. Mosinee WI 54455

hereby petition to rezone property owned by (Name & Address): Richard Miller, 133808 County Rd C Mosinee WI 54455

from the classification GA, general agriculture to RE, rural estate

2. The legal description of that part of the property to be rezoned is (include only the description of the land proposed to be rezoned. You may need to have a surveyor draft this description): see attached CSM Lot 2

Parcel Identification Number (PIN): 030-2605-104-0966

3. The proposed change is to facilitate the use of the land for (be specific-list all proposed uses):
This rezone is to allow residential and recreational uses for the property.

4. Please address the following criteria as best as you can. These are the "standards for rezoning" which will be addressed at the public hearing. (Use additional sheets if necessary).

A. In detail, explain what public facilities and services serve the proposed development at present, or how they will be provided. This property is already existing on a town road, and no other public facilities will be on this property as it will have a private well and septic.

B. Explain how the provision for these facilities will not be an unreasonable burden to local government.
No anticipated burden based on answer to 4A

C. What have you done to determine that the land is suitable for the development proposed?
A preliminary CSM was completed along with a soil evaluation report, see attached There is no proposed development on site at this time. Any future development will have to meet all applicable standards and requirements.

D. Explain what will have to be done so the development will not cause unreasonable air and water pollution, soil erosion or adverse effects on rare or irreplaceable natural areas.
Any proposed development has to meet federal, state, and local requirements, both ponds on this parcel are man made.

E. Explain any potential for conflict with existing land uses in the area.
There is no potential conflict as this parcel will be consistent with adjacent existing land uses in the area.

(OVER)

F. Demonstrate the need of the proposed development at this location. The need to have this parcel rezoned is associated with the pending CSM, as the parcel can't be created without the rezone taking place. Also the need for rezone is for future residential use.

G. What is the availability of alternative locations? Be specific. No current or future alternative locations at this time. Inventory of buildable land with any water feature in this area is nonexistent. Based on buyer wants and needs this is the only option.

H. If cropland is being consumed by this Zone Change, what is the productivity of the agricultural lands involved? No active crop land being consumed, all land other than the two ponds is currently wooded.

I. If cropland is being consumed by this zone change, explain how the proposed development will be located to minimize the amount of agricultural land converted. No active cropland being consumed as a result of the zone change.

5. Include on a separate sheet (no larger than 11 x 17) a drawing of the property to be rezoned, at a scale of 1"=200 ft or larger. Show additional information if required. (If larger sheets are required to adequately portray the site, include ten (10) copies).

All property owners within 300 feet of the parent parcel proposed for rezoning are parties in interest, and will be notified by Marathon County Conservation, Planning, and Zoning Department of the public hearing notice via direct mail.

6. If the Environmental Resources Committee, at the public hearing for this zone change request, is unable to make a recommendation based upon the facts presented and/or request additional information, clarification or data from the petitioner, Town Board, or any other source, that information shall be supplied to the Conservation, Planning, and Zoning Department 24 hours or more prior to the next regularly scheduled meeting (date and time to be announced at each regular meeting). Twenty four hour notice is required for all agenda items. If the requested information, etc. is not supplied, the zone change petition is denied and will only appear on the agenda as a report. No additional testimony will be accepted. The petitioner (applicant) may re-apply at any time to bring the matter back before the Committee. No exceptions to this policy will be granted.

7. Petitioner's Signature Jesse Richardson Phone 715.321.3466 Date 03-04-2021
8. Owner's Signature Paul Muri Phone 715.384.8327 Date 3-4-21
(If different)

Date Fee Received: 03/05/21 RS

Fee \$600.00 PAYABLE TO MARATHON COUNTY

Attendance at the Public Hearing before the Marathon County Environmental Resources (ERC) Committee is not mandatory if you have appeared before the Town Planning Commission and/or the Town Board to present your proposal. If there was opposition to your proposal at the town level, attendance at the ERC hearing is recommended.

DRAFT

CERTIFIED SURVEY MAP

MARATHON COUNTY NO. _____
VOLUME _____ PAGE _____

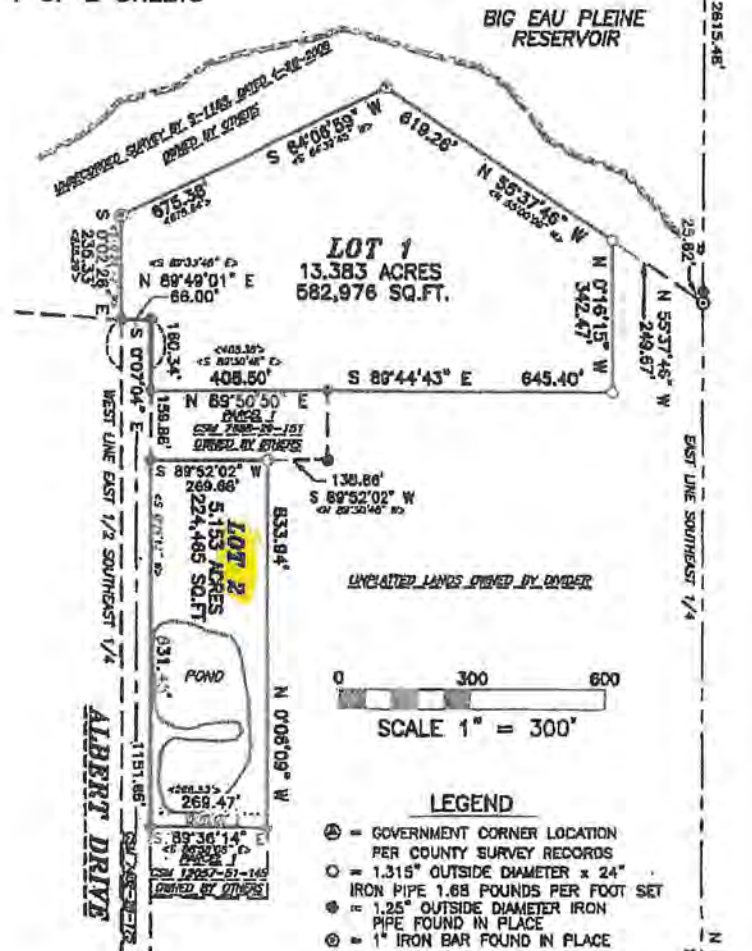
PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 5 EAST, TOWN OF GREEN VALLEY, MARATHON COUNTY, WISCONSIN.

VREELAND ASSOCIATES, INC.	
6103 DAWN STREET WESTON, WI. 54476	
PH (715) 241-0947 OR FAX 715-241-8826	
tm@vreelandassociates.us	
OWNER:	RICHARD MILLER
FILE #:	M-405-19 MILLER
DRAFTED AND DRAWN BY: TIMOTHY G. VREELAND	

SHEET 1 OF 2 SHEETS

EAST 1/4 CORNER SECTION 10-28-5 EAST LOCATION INACCESSIBLE

BEARINGS REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 BEARING S 89°06'57" W PER WISCONSIN COUNTY COORDINATE SYSTEM (MARATHON) NAD83 (2011)



MARATHON COUNTY CERTIFIED SURVEY MAP 12057

I, LaVerne H. Mosher, Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped Parcel 1 of Certified Survey Map Number 11680, recorded in Volume 49 of Certified Survey Maps, Page 161 together with part of the Southeast 1/4 of the Southeast 1/4 of Section 10, Township 26 North, Range 5 East, Town of Green Valley, Marathon County, Wisconsin; described as follows:

Commencing at the Southeast corner of said Section 10, Township 26 North, Range 5 East; thence S 89° 46' 03" W along the South line of the Southeast 1/4 of the Southeast 1/4 of said Section 10, 1250.91 feet; thence N 00° 29' 12" E along the East right-of-way line of Miller Road, 480.92 feet to the point of beginning of the parcel to be described; thence continuing N 00° 29' 12" E along the said East right-of-way line of Miller Road, 192.16 feet; thence S 88° 58' 06" E, 269.53 feet; thence S 00° 29' 12" W, 192.16 feet; thence N 88° 58' 06" W, 269.53 feet to the point of beginning.

That I have made such survey, land division and plat by the direction of Richard A. Miller, Sr.

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

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, Chapter A-E 7 of the Wisconsin Administrative Code and the Subdivision Regulations of the County of Marathon and the Town of Green Valley in surveying, dividing and mapping the same.

Dated this 25th day of September, 2001.

LaVerne H. Mosher

LaVerne H. Mosher
R. L. S. No. S-1188



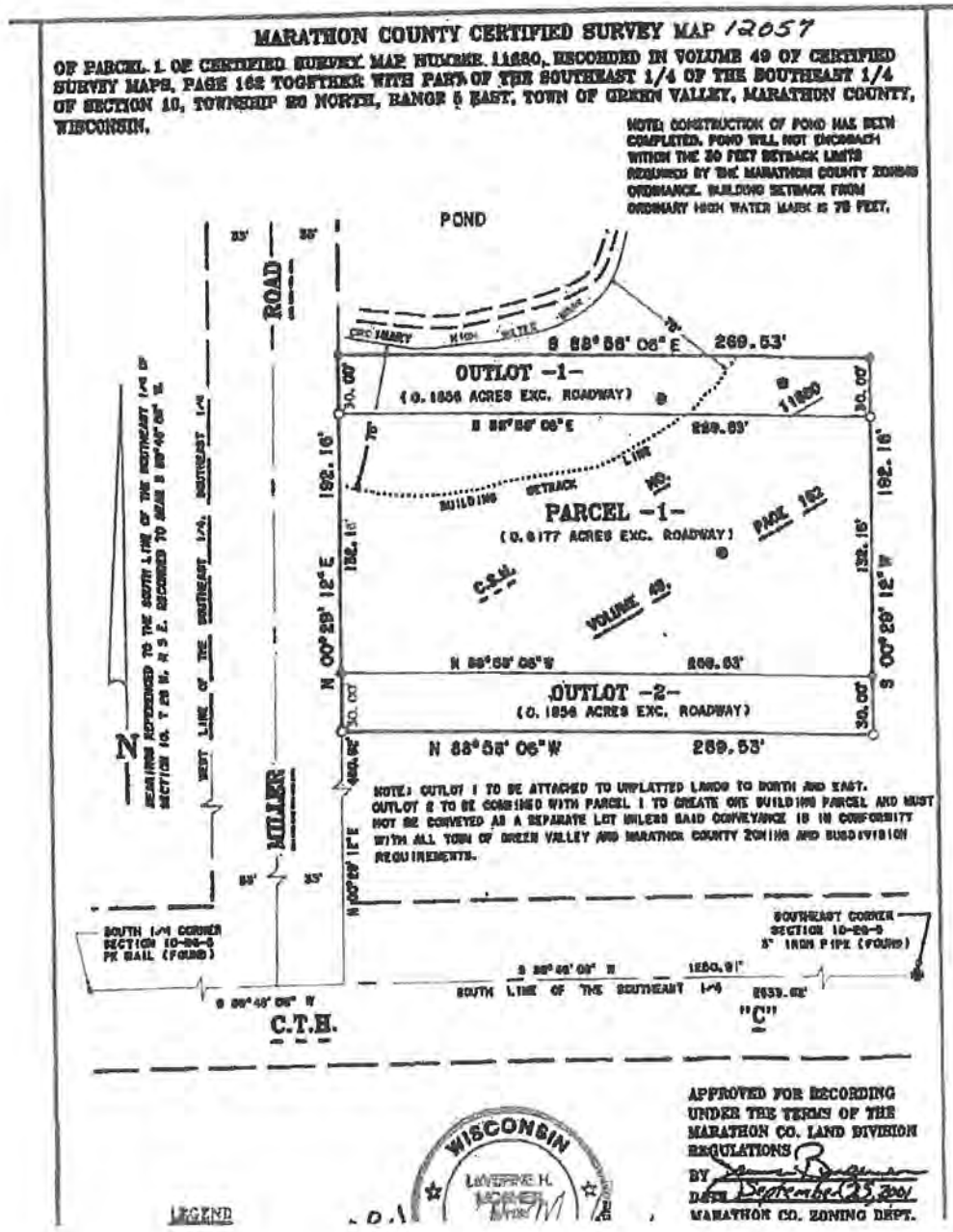
Prepared by:
LHM SURVEYING
4203 SCHOFIELD AVENUE
SCHOFIELD, WI 54476

SHEET 2 of 2 SHEETS

Prepared for:
Richard A. Miller, Sr.
333 C.T.H. "S"
Marathon WI 54455

Pcl 1 + Outlot 1: 030-4-2605-104-0967
 Outlot 2: 030-4-2605-104-0968 12057

1248819 . .



Wisconsin Dept. of Safety and Professional Services
Division of Industry Services

SOIL EVALUATION REPORT

In accordance with SPS 385, Wis. Adm. Code

Attach complete site plan on paper not less than 8 1/2 x 11 inches in size. Plan must include, but not limited to: vertical and horizontal reference point (BM), direction and percent slope, scale or dimensions, north arrow, and location and distance nearest road

Please print all information.

Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04 (1)(m)).

County	Marathon
Parcel I. D.	Parent parcel ID # 030-2605-104-0966
Reviewed by	Date

Property Owner Current owners-Richard & Caroline Miller Buyer-Jesse Richardson		Property Location Govt. Lot Pt.NE,SE,&SE,SE,Sec.10,T26N,R5E	
Property Owner's Mailing Address Jesse address, 1019 Pinecrest Ave.		Lot # 2	Block # Proposed lot 2 is 5.153 acres
City Mosinee, WI 54455	State WI	Zip Code 54455	Phone Number
<input type="checkbox"/> City		<input type="checkbox"/> Village	<input checked="" type="checkbox"/> Town
Nearest Road Albert Dr.			

X New Construction Use: Residential / Number of bedrooms **3** Code derived design flow rate **450** GPD
 Replacement Public or commercial - Describe _____
 Parent material **residuum** Flood Plain elevation if applicable _____ ft.
 General comments
 And recommendations: **The area between soil pits 1,2,3 is suitable for mound septic system.**
The minimum sand lift needed is 15" on slopes ranging from 6-8%
The site has slightly choppy wooded micro-topography with some surface rock present.
The plot plan shows a 10' by 45' bed.
The east property line must be accurately located and marked for the mound installation.
The tested area has a small trail which has minimal compaction in the planned mound area.

1	Boring #	<input type="checkbox"/> Boring <input checked="" type="checkbox"/> Pit	Ground surface elev. 101.79 ft.	Depth to limiting factor 24 in.	Soil Application Rate GPD/ft2					
Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	*Eff#1	*Eff#2
1	0-9	10YR3/2		sl	2fgr	mfr	as	2vf-c	.6	1.0
2	-24	7.5YR4/4		sl	2fsbk	Mfr	gw	2vf-c	.6	1.0
3	-33	7.5YR5/3	F1f7.5YR5/8&6/2	cobsl	1msbk	Mfr-mfi		2vf-m	.4	.7
Comments: >50% bedrock at pit bottom or 33"										

2	Boring #	<input type="checkbox"/> Boring <input checked="" type="checkbox"/> Pit	Ground surface elev. 106.3 ft.	Depth to limiting factor 25 in.	Soil Application Rate GPD/ft2					
Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	*Eff#1	*Eff#2
1	0-5	10YR3/2		sl	2fgr	mfr	as	2vf-c	.6	1.0
2	-25	7.5YR6/4		sl	2fsbk	Mfr	gw	2vf-c	.6	1.0
3	-38	7.5YR5/3	C2d5YR5/8&6/2	cobfsl	1msbk	Mfr-mfi		2vf-m	.2	.6
Comments: >50% bedrock at 38" or pit bottom										

* Effluent #1 = BOD5>30<220mg/L and TSS>30<150 mg/L *Effluent #2 = BOD5<30mg/L and TSS<30mg/L

CST Name (Please Print) Tim Zoromski	Signature	CST Number 227581&019500012
Address 701 W. Strowbridge St. Wausau, WI 54401	Date Evaluation Conducted 11/30/2020	Telephone Number (715) 570-3912

Property Owner Miller, Richardson Parcel I. D. Parent ID # 030-2605-104-0996

Boring # Boring Pit Ground surface elev. 102.6 ft. Depth to limiting factor 21 In.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil ApplicationRate GPD/ft ²	
									*Eff#1	*Eff#2
1	0-5	10YR3/2		sl	2fgr	mfr	as	2vf-c	.6	1.0
2	-21	7.5YR6/4		sl	2fsbk	Mfr	gw	2vf-c	.6	1.0
3	-27	7.5YR5/3	C2d5YR5/8&6/2	cobfsl	1fsbk	Mfr-mfi		2vf-m	.2	.6
Comments: >50% bedrock at 27" or pit bottom										

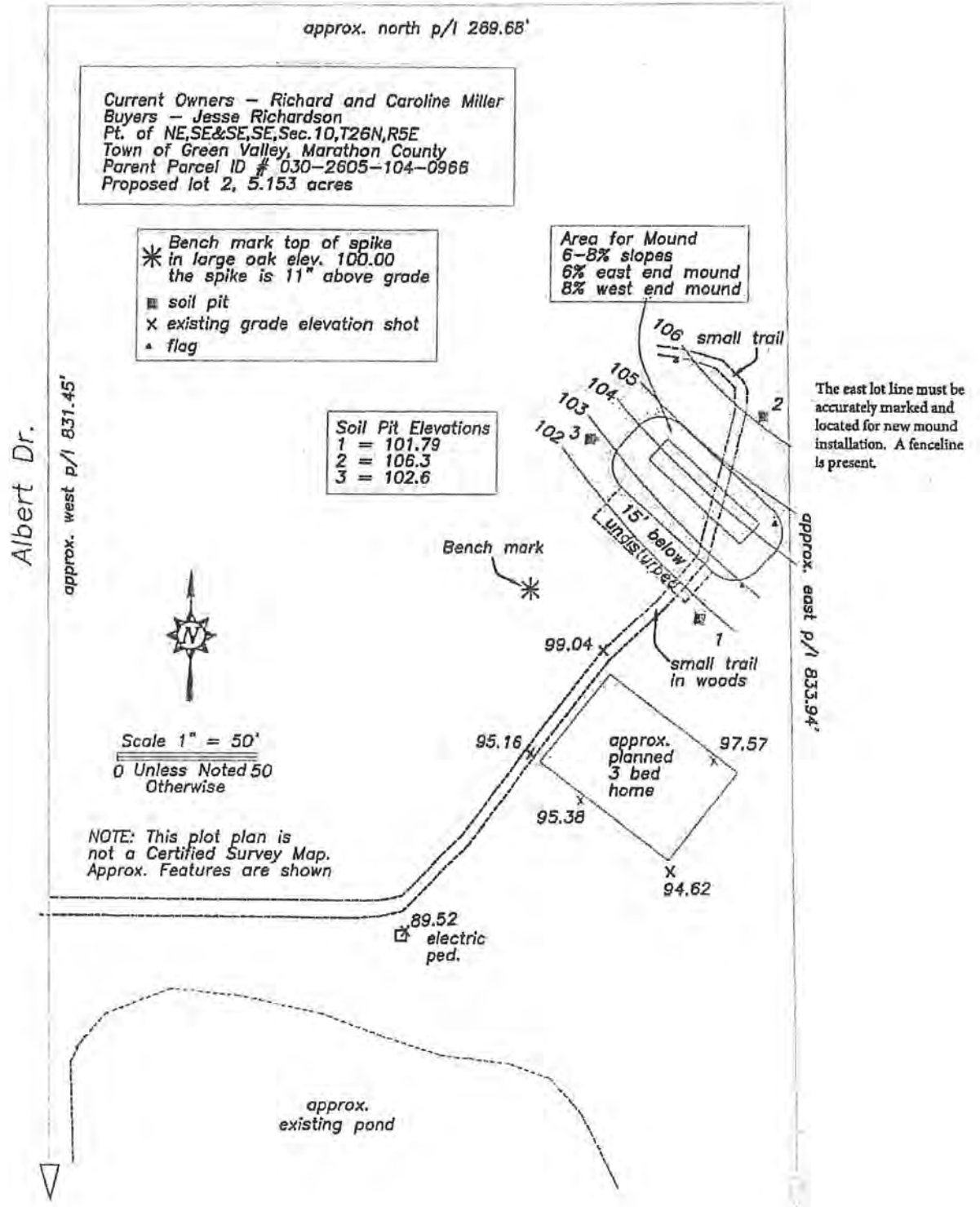
Boring # Boring Pit Ground surface elev. ft. Depth to limiting factor In.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil ApplicationRate GPD/ft ²	
									*Eff#1	*Eff#2
Comments:										

Boring # Boring Pit Ground surface elev. ft. Depth to limiting factor In.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil ApplicationRate GPD/ft ²	
									*Eff#1	*Eff#2
Comments:										

* Effluent #1 = BOD5>30≤220mg/L and TSS>30≤150 mg/L *Effluent #2 = BOD5≤30mg/L and TSS≤30mg/L

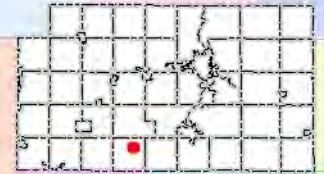




Land Information Mapping System

TAYLOR

LINCOLN



WOOD

PORTAGE



Legend

- Road Names
- Parcels
- Parcel Lot Lines
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Named Places
- Municipalities
- 2020 Orthos Countywide
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3

235.16 0 235.16 Feet



NAD_1983_HARN_WISCRS_Marathon_County_Feet

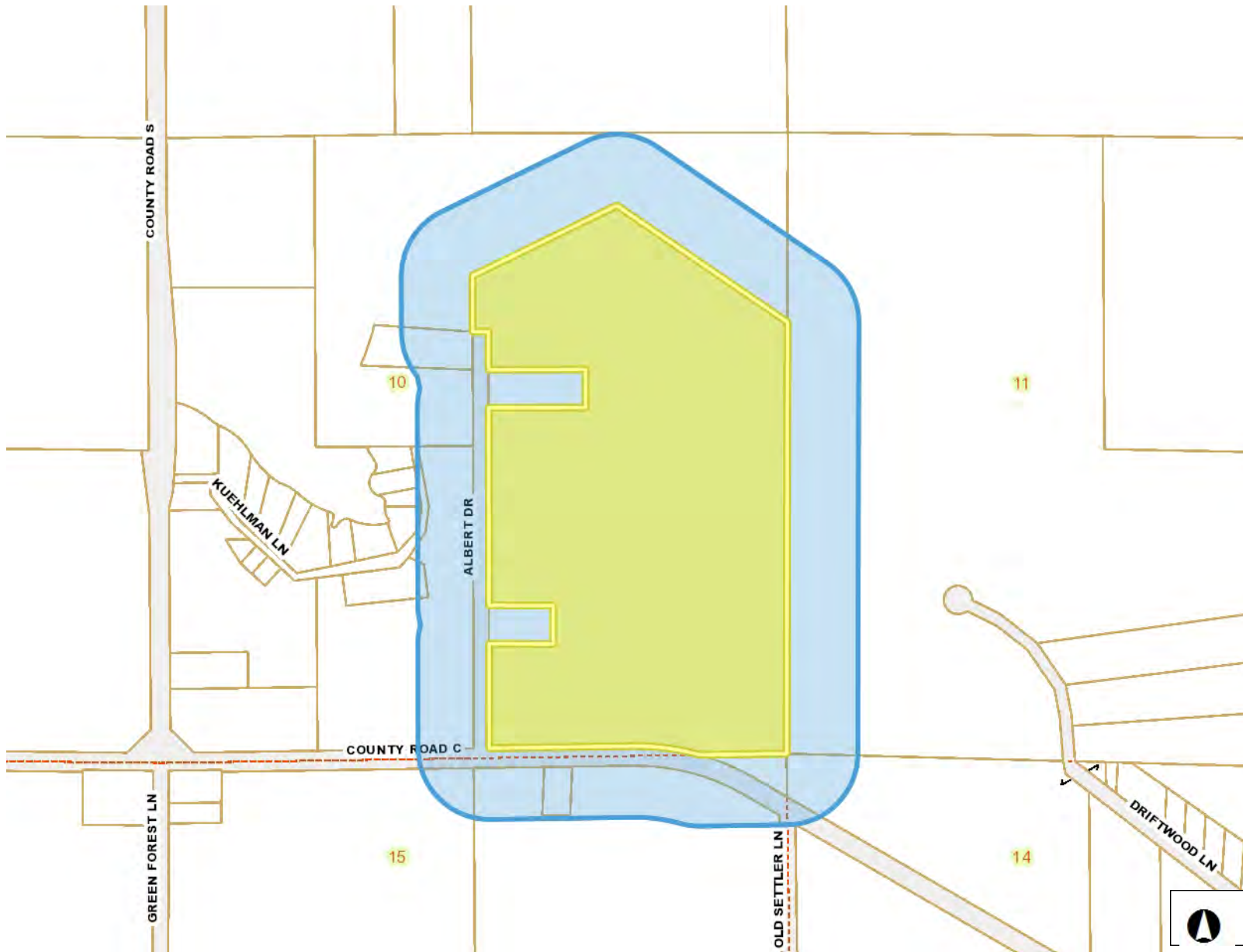
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Land Information Mapping System



Legend

- Road Names
- Parcels
- Parcel Lot Lines
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Named Places
- Municipalities

313.55 0 313.55 Feet

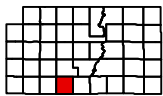


NAD_1983_HARN_WISCRS_Marathon_County_Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

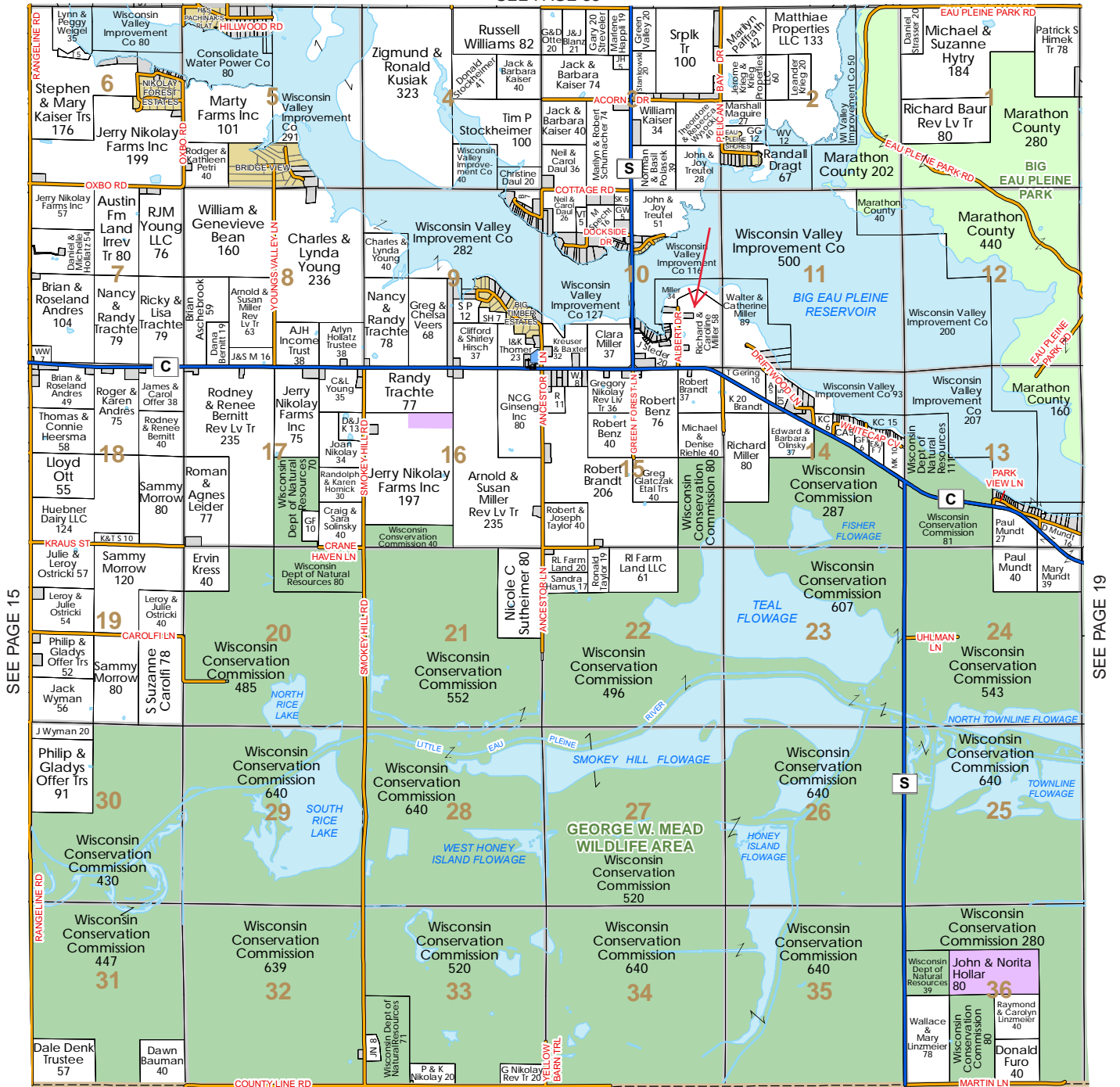


Green Valley

Township 26N - Range 5E

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SEE PAGE 35



SEE PAGE 15

SEE PAGE 19

WOOD COUNTY

SWIDERSKI EQUIPMENT INC SEI

Mosinee Wausau Thorp Antigo Waupaca

swiderskiequipment.com

STATE OF WISCONSIN)
MARATHON COUNTY)
TOWN OF GREEN VALLEY)

RESOLUTION ON ZONING ORDINANCE AMENDMENT

TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE

I, Dana Solinsky, Clerk of the Town of Green Valley, Marathon County, State of Wisconsin, do hereby certify that the following is a true and correct copy of a resolution adopted by the Town of Green Valley Town Board at a meeting held on the 13 day of April, 2021.

RESOLUTION

WHEREAS, Section 59.69(5)(e)3., Wisconsin Statutes, provides that if a town affected by a proposed amendment disapproves of the proposed amendment, the town board may file a certified copy of a resolution adopted by such board disapproving of the petition with the Environmental Resources Committee prior to, at or within ten (10) days after the public hearing, and

WHEREAS, if the town board of the town affected in the case of an ordinance relating to the location of boundaries of districts files such a resolution, the Environmental Resources Committee may not recommend to the County Board approval of the petition without change, but may only recommend approval with change or recommend disapproval.

NOW, THEREFORE BE IT RESOLVED that the Town of Green Valley Board considered on the 13 day of April, 2021, petition of Jesse Richardson on behalf of Richard Miller to amend the Marathon County Zoning Ordinance to rezone lands from G-A General Agriculture to R-E Rural Estate described as part of the E 1/2 of the SE 1/4 of Section 10, Township 26 North, Range 05 East, Town of Green Valley. The area proposed to be rezoned is 5.153 acres in size with the parent parcel Address: 133808 County Road C, Mosinee WI 54455; PIN# 030-2605-104-0966.

The Town of hereby Green Valley has considered the following standards for rezoning above property (*use additional sheets if necessary*):

- 1) **Has the applicant provided what public facilities and/or services currently serve the proposed development, what additional services may be required, and how the additional services will be provided?**
 No Yes Explain: _____
- 2) **Has the applicant demonstrated how the provision of the public facilities will not be an unreasonable burden to local government?**
 No Yes Explain: _____
- 3) **Has the applicant determined that the land is suitable for the development proposed? Explain.**
 No Yes Explain: _____
mm
- 4) **Has the applicant demonstrated what will have to be done so the development will not cause unreasonable air and water pollution, soil erosion, or adverse effects on rare or irreplaceable natural areas? Explain.**
 No Yes Explain: _____
- 5) **Is there any potential for conflict with existing land uses in the area?**
 No Yes Explain: _____

(OVER)

- 6) Has the applicant demonstrated the need for the proposed development at this location? Explain.
 No Yes Explain: _____
- 7) Has the applicant demonstrated the availability of alternative locations? Be specific
 No Yes Explain: _____
- 8) Is cropland is being consumed by this zone change? What is the productivity of the agricultural lands involved?
 No Yes Explain: _____
- 9) Has the applicant explained how the proposed development will be located to minimize the amount of agricultural land converted?
 No Yes Explain: _____
- 10) Is proposed rezone request consistent with the town's adopted Comprehensive Plan? Explain.
 No Yes Explain: _____
- 11) Is there anything else the Town wishes to present or comment on regarding this application to the Marathon County Environmental Resources (ERC) Committee?

No Yes Explain: There is a spillway that crosses the Access Road, there would have to be a culvert in its place so excess water doesn't wash out

The Town of Green Valley recommends: **Approval** **Disapproval** of the amendment and/or zone change. ^{ALBERT LAWE.}

OR **Requests an Extension*** for the following reasons: _____

*Wis. Stats §59.69(5)(e), (3), and (3m) authorizes Towns to extend the time to disapprove a zone change for a total of thirty (30) days beyond the date of the public hearing. The extension must be by Town Board Resolution and remains in effect until the Town Board adopts a resolution rescinding the extension.

Clerk Don Soling
 Town Board Philip Offe
Mitch McGuire
Walt Hank

NOTE: If you recommend disapproval of this request, please make every effort to send a representative to the Environmental Resources Committee Public Hearing. Town input at the hearing is always appreciated. Please return this form before April 27, 2021 to:

Marathon County Conservation, Planning and Zoning Department
 210 River Drive
 Wausau, WI 54403



**Jesse Richardson on behalf of Richard Miller
Petition to Rezone Land
Staff Report, May 4th, 2021
Environmental Resources Committee**

Findings of Fact

PUBLIC HEARINGS/MEETINGS:

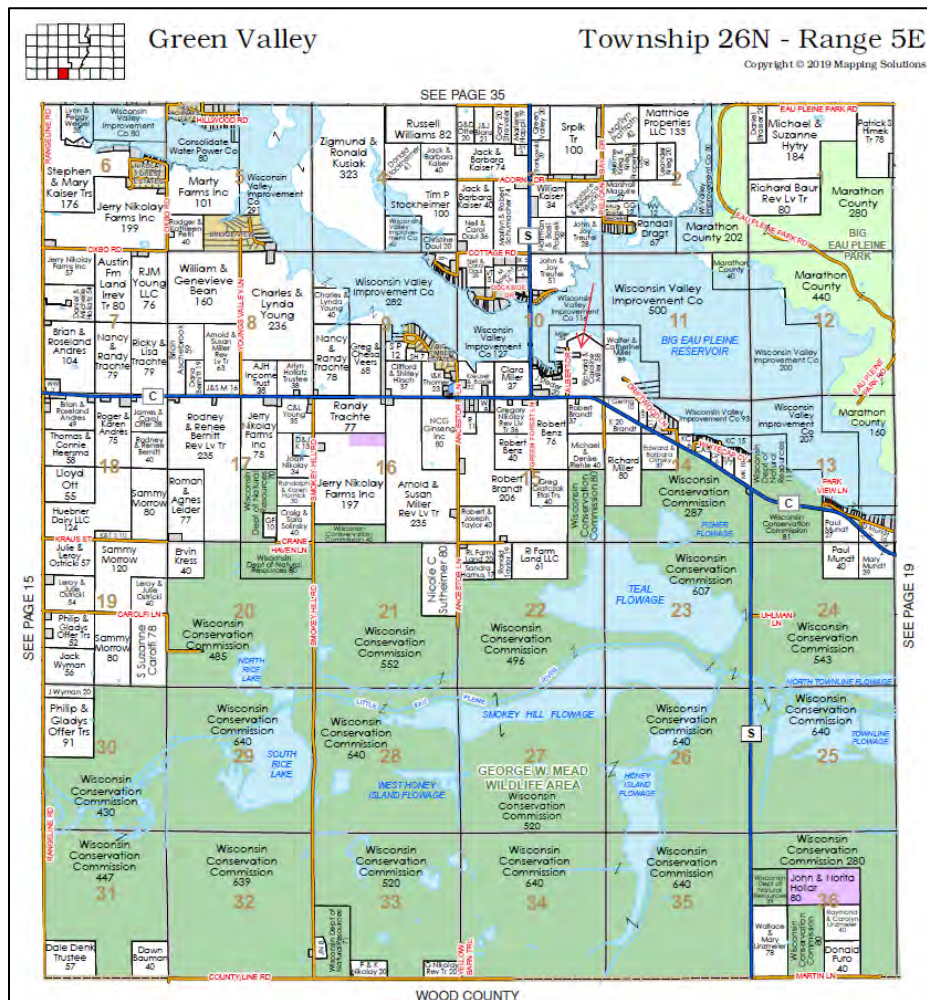
- Town of Green Valley Town Board Meeting (April 13th, 2021)
- Marathon County Environmental Resources Committee Meeting (May 4th, 2021 at 3:00pm)

PETITIONER: Jesse Richardson – 10149 Pinecrest Ave, Mosinee WI 54455

PROPERTY OWNER: Richard & Caroline Miller – 133808 County Road C, Mosinee WI 54455

LOCATION OF REZONE REQUEST: Area proposed to be rezoned is located approximately 1,800 feet east of the intersection of County Road C and County Road S.

Map 1: Location of Rezone Request



REQUEST:

The petition of Jesse Richardson on behalf of Richard Miller to amend the Marathon County Zoning Ordinance to rezone lands from G-A General Agriculture to R-E Rural Estate described as part of the E ½ of the SE¼ of Section 10, Township 26 North, Range 05 East, Town of Green Valley. The area proposed to be rezoned is 5.153 acres in size with the parent parcel Address: 133808 County Road C, Mosinee WI 54455; PIN# 030-2605-104-0966.

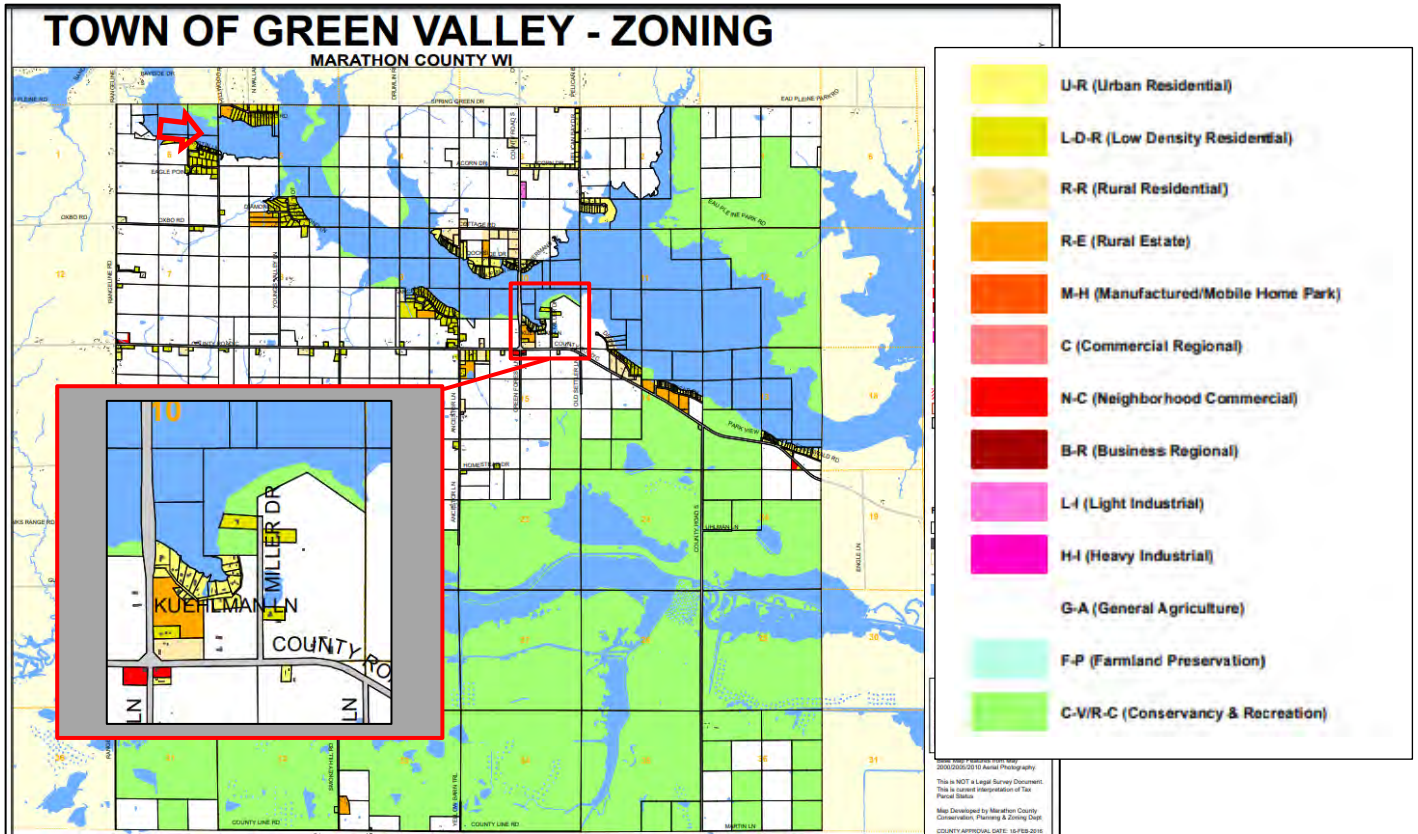
EXISTING ZONING DISTRICT:

G-A: General Agricultural. The purpose of the G-A district is designed to foster the preservation and use of agricultural land related uses and to provide for limited residential uses in a rural environment but not the division of land as classified in 18.07(2) and (3) into five or more tracts, parcels or lots within a five year period. This district provides for limited residential development with modest densities that require relatively large land areas that are compatible with the surrounding rural land use activities. The district is intended to provide towns with multiple options to guide growth and development in concert with the comprehensive planning efforts.

PROPOSED ZONING DISTRICT:

R-E: Rural Estate District. The purpose of the R-E district is to accommodate single-family residential use along existing streets, to preserve the rural character while promoting open space single-family medium residential development (involving the extension of new streets), and to separate agricultural uses from other more extensive community development within the County. Limited agricultural activities and livestock are allowed in this district. These areas may or may not be serviced by municipal water and sanitary sewer.

EXISTING ZONING DISTRICT MAP: Adjacent parcels are zoned Low Density Residential and General Agriculture with some Rural Estate and Conservancy/Recreation zoned parcels within close proximity.

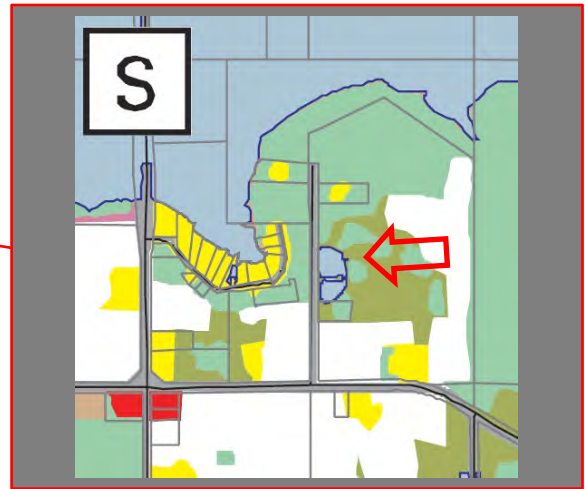
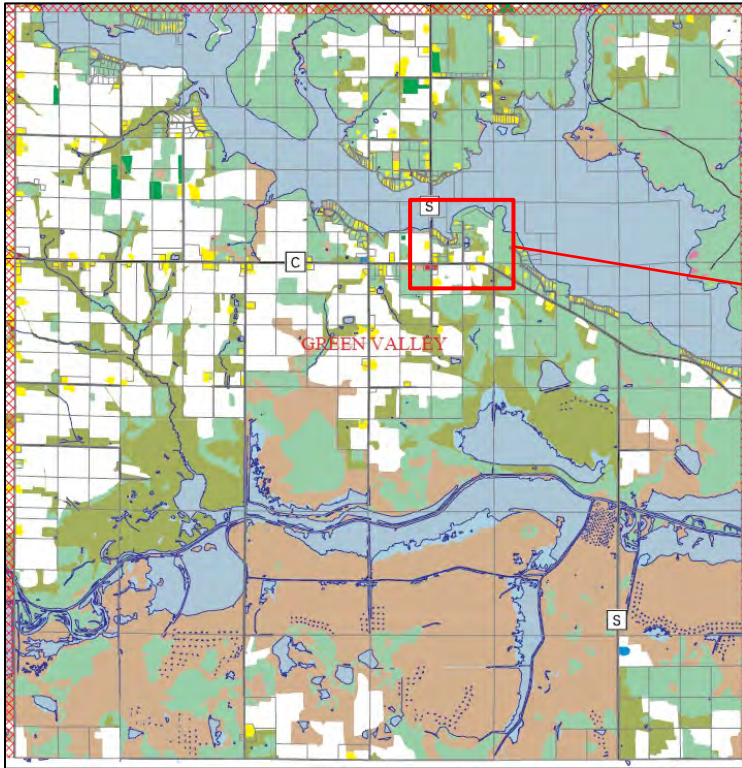


Map #2 Town of Green Valley - Zoning District Map

Acreage:
5.153 Acres

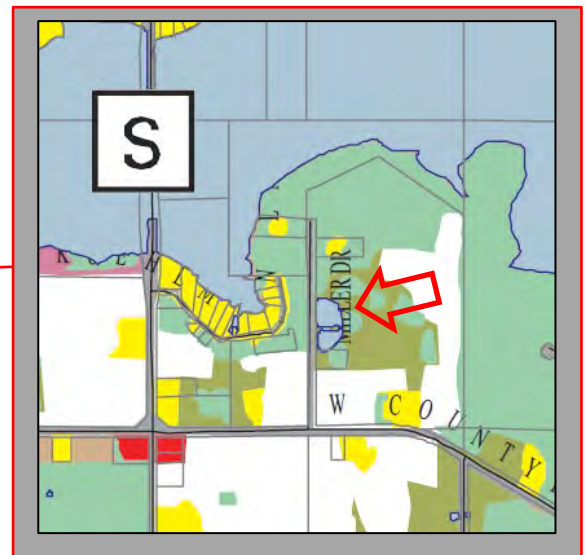
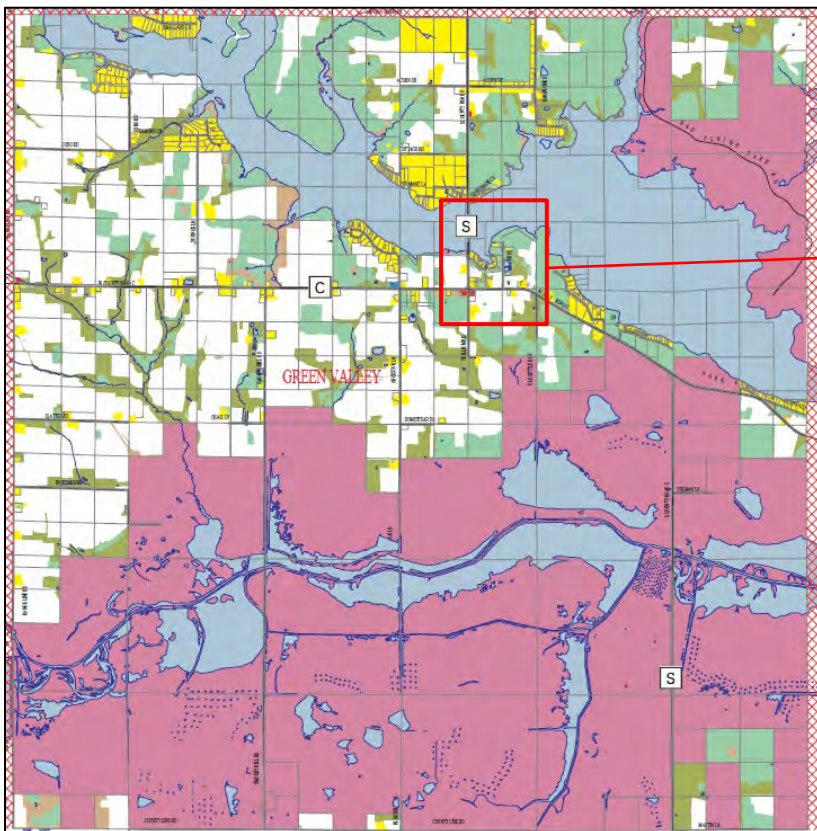
Legal Notification:
A legal advertisement was published in the *Wausau Daily Herald*. Notice of the zoning change request was also sent by regular mail to adjacent property owners within 300 feet of the subject property.

Existing Land Use/Land Cover Map – Town of Green Valley (Comprehensive Plan): The area proposed to be rezoned is shown as Woodland and Other Agriculture in the Town’s Comprehensive Plan Existing Land Use/Land Cover Map (2000). Adjacent land uses are comprised of similar land uses including, Woodland, Residential, and Crop land uses.



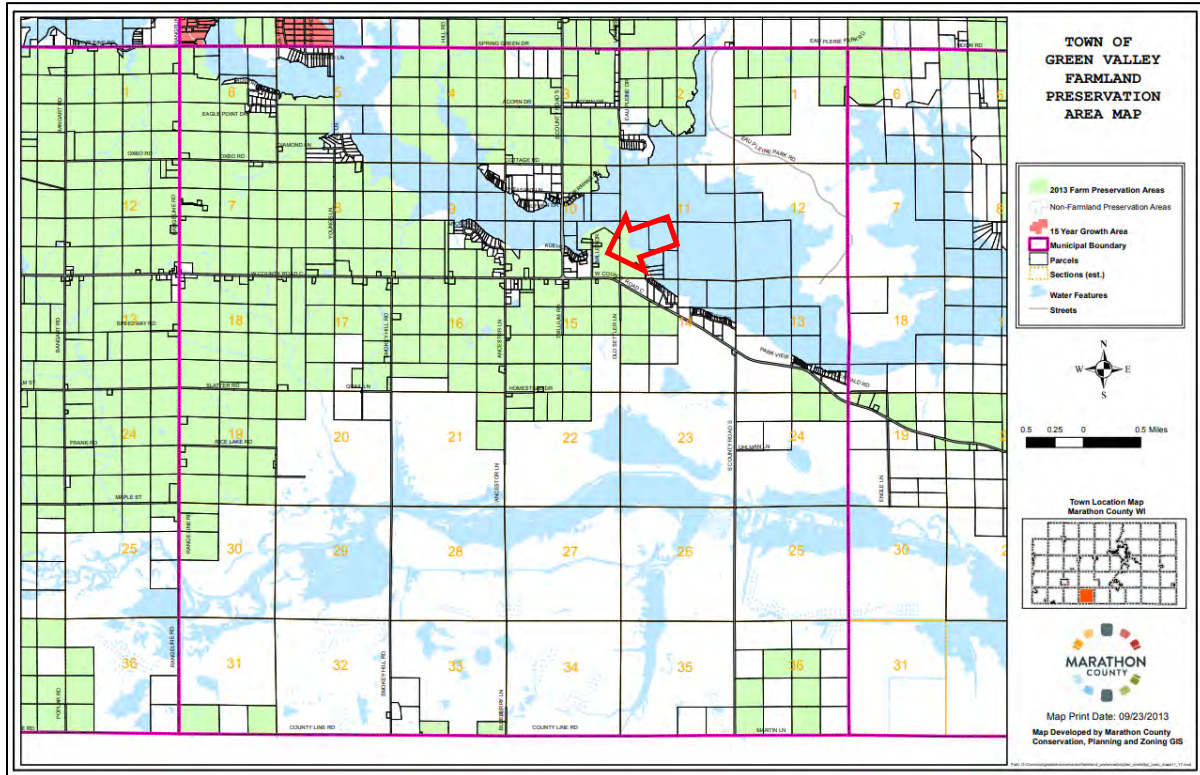
Single Family Residential	Industrial	Specialty Crops	Recreation	Transportation
Multi-Family Residential	Quarries/Gravel Pits	Other Agriculture	Woodlands	Vacant/Barren Land
Commercial Services	Crop Land	Public/Quasi-Public	Water	Indicates other

TOWN COMPREHENSIVE PLAN (2017) FUTURE LAND USE MAP (2006): The area proposed to be rezoned is shown as Forest and Other Agriculture land uses in the Town’s Comprehensive Plan Future Land Use/Land Cover Map. Adjacent land uses are comprised of similar land uses including, Forest, Residential, and Crop land uses.

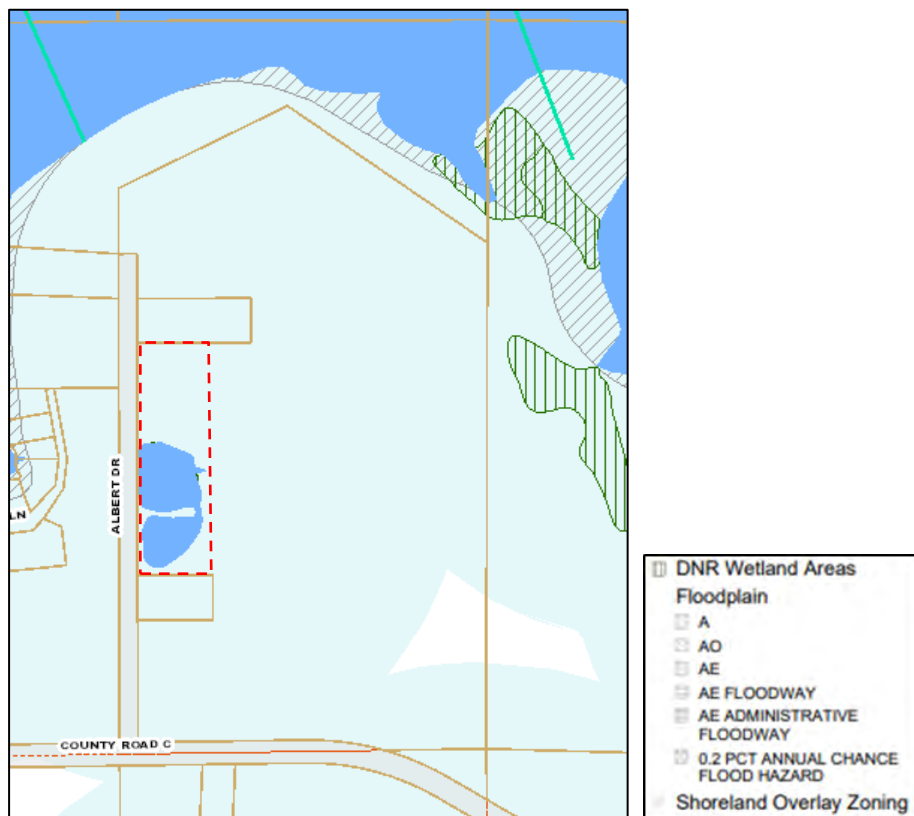


Single Family Residential	Other Agriculture	Transportation
Commercial	Forest Land	Water
Barren	Public/Quasi-Public	Recreational
Crop Land		

FARMLAND PRESERVATION PLAN: The parcel in question was designated as a farmland preservation area in the Farmland Preservation Plan. Yet, the town does not participate in farmland preservation zoning, therefore there are no parcels within the Town of Green Valley that are zoned farmland preservation.



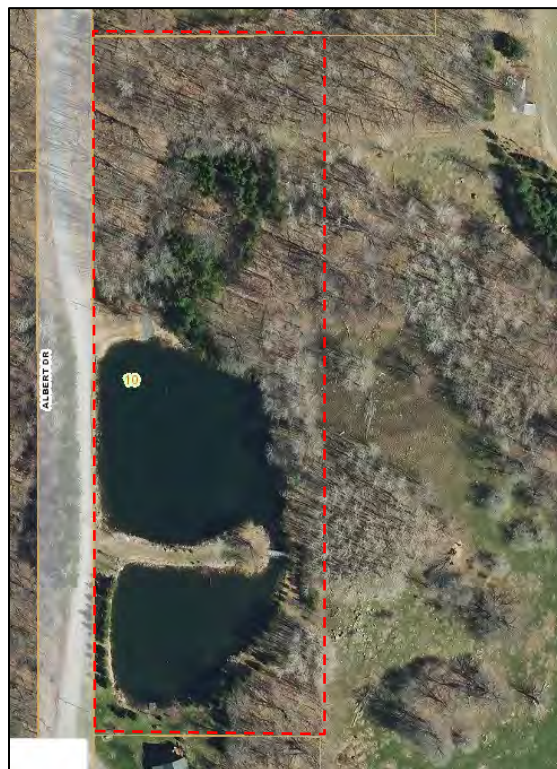
SIGNIFICANT PARCEL LIMITATIONS OR NATURAL FEATURES: The area proposed to be rezoned has no mapped floodplain located on it yet the majority of the parent parcel and all of the area to be rezoned is located within the shoreland overlay from the Big Eau Pleine River/Flowage. There are what appears to be two connected ponds on the area proposed to be rezoned (also has DNR wetland mapping over the ponds). From previous correspondence with the owner of the property and after reviewing the DNR Surface Water Data Viewer, the pond(s) on the area in question appear to be manmade.



Aerial Photo #1:

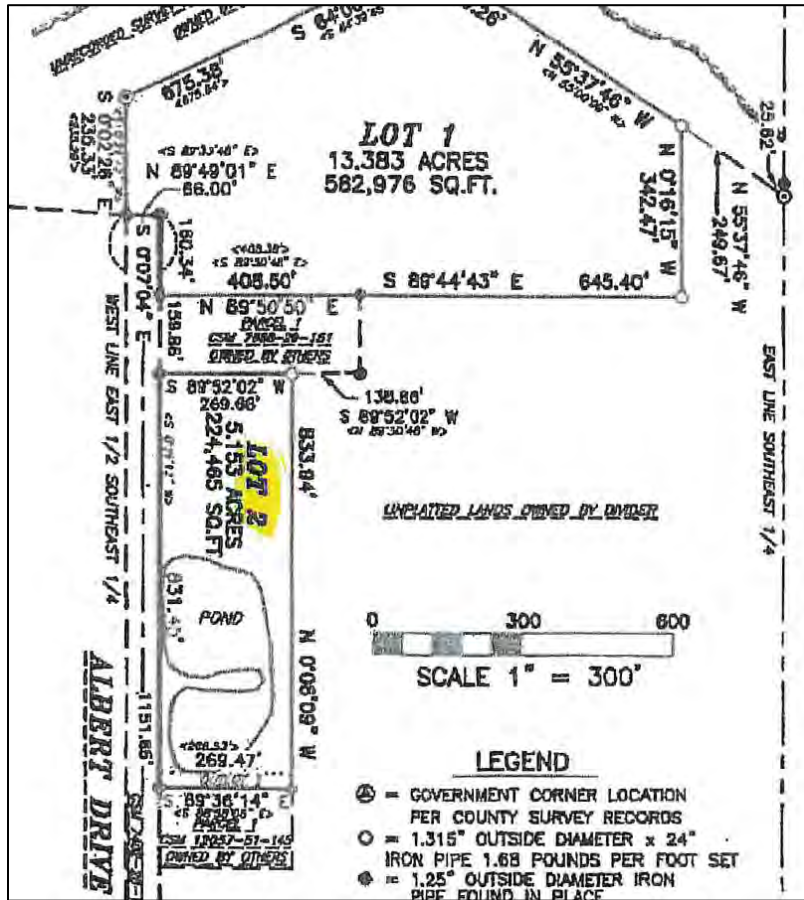


Aerial Photo #2



Approximate location of the area proposed to be rezoned (shown above in red) – See preliminary CSM for more specific dimensions and details.

Preliminary Certified Survey Map:



TOWN RECOMMENDATION:

On April 13th, 2021 the **Town of Green Valley** Town Board Recommended **Approval** to Marathon County's Environmental Resources Committee.

11) Is there anything else the Town wishes to present or comment on regarding this application to the Marathon County Environmental Resources (ERC) Committee?

No Yes Explain: There is a spillway that crosses the Access Road, there would have to be a culvert in its place so excess water from pond doesn't wash out Albert Lane.

The Town of Green Valley recommends: **Approval** **Disapproval** of the amendment and/or zone change.

OR **Requests an Extension*** for the following reasons: _____

*Wis. Stats §59.69(5)(e), (3), and (3m) authorizes Towns to extend the time to disapprove a zone change for a total of thirty (30) days beyond the date of the public hearing. The extension must be by Town Board Resolution and remains in effect until the Town Board adopts a resolution rescinding the extension.

Clerk Don Daling
 Town Board Philip Offe
Michelle Maguire
Walt Frank

Note: The ERC and/or County Board can **NOT** place any conditions on a rezone approval (no conditional approvals permitted by statute).

Staff Comments regarding ERC Conclusions of Law:

1. The rezoning is substantially consistent with the following plans. (*note how the proposed relates to the future land use plan and the vision, goals, objectives, and policies of the plan*)
 - a. [Marathon County](#) Comprehensive Plan
 - b. [Town](#) Comprehensive Plan and,
 - c. Marathon County [Farmland Preservation Plan](#).

The Marathon County Comprehensive Plan relies on the Town Comprehensive Plan regarding specific land uses and zoning districts for individual parcels. The area proposed to be rezoned is shown to be designated for Other Agricultural and Forest land uses in the future land use map (2006). The Rural Estate (R-E) zoning district allows for both residential and agricultural land uses which would make the rezone partially consistent with the future land use map. The towns Comprehensive Plan is in need of an update given it was last adopted/revised in 2006. Yet, based on the information provided it appears the rezone is partially consistent with the Comprehensive Plan and land use maps. CPZ staff rely on the towns to make these recommendations regarding their Comprehensive Plan given the town board members and residents know their town and the true purpose and intent of the plan. The area proposed to be rezoned was designated as a FP area in the FP plan yet the town does not participate in farmland preservation zoning. Lastly, there is no active farmland on the area proposed to be rezoned and the Town Board has recommended approval of the rezone in question.

2. The location of the proposed development minimizes the amount of agricultural land converted and will not substantially impair or limit current or future agricultural use of other protected farmland.

No active cropland will be converted as a result of the rezone.

3. The applicant has demonstrated that...
 - a. There is a need for the proposed development,
 - b. Adequate public facilities are present or will be provided (*note impacts on roads, water, sewage, drainage, schools, emergency services, etc.*), and
 - c. Providing public facilities will not be an unreasonable burden to the local government.

a. The need is related to a pending Certified Survey Map submitted to our department as well as future development on Lot #2.

b. All necessary public facilities are anticipated to be provided (if not already provided) given any proposed development would rely of private systems such as a private well and sanitary system.

c. No anticipated burden on local government, all applicable building, construction, and use standards will be applied during the zoning and building permit review process. *Town noted in their resolution there will need to be a culvert installed to ensure there isn't any drainage/spillway issues (Question #11)*

4. The rezoning will not cause unreasonable air and water pollution, soil erosion, or adverse effects on rare or irreplaceable natural areas.

All Federal, State, and Local permits and approvals are required for any applicable development onsite. Additionally, the proposed rezone will likely not result in any unreasonable air and water pollution as all pertinent regulations apply and will need to be adhered to. Any disturbance greater than one acre would need a DNR Stormwater Management Permit.

5. The Town has approved the proposed rezone of the property.

The Town of Green Valley Town Board has recommended approval of this rezone petition.

6. All concerns from other agencies on the proposed rezone have been addressed? (*DNR, Highway, DOT*) What are the concerns?

The county was not made aware of any concerns from other agencies.

STAFF (CPZ) RECOMMENDATION(S):

The rezone meets all the zoning district standards as it relates to size, frontage, access, and dimension. If approved, the Green Valley should update their comprehensive plan to reflect the proposed rezone to Rural Estate from General Agriculture. The future and existing land use maps should also be revised to reflect the existing residential uses of surrounding parcels as well as should reflect the rezone to the R-E zoning district. The towns Comprehensive Plan was created in 2006 and the plan and associated maps are in need of an update. The rezone appears to be consistent with the purpose and intent of the Towns Comprehensive Plan as indicated

by the town in their resolution. There are no mapped floodplain and wetland areas on the parcel, yet there are two ponds onsite. The parcel is also completely covered by the shoreland overlay from the Big Eau Pleine River/Flowage

Based on the information provided above, findings of fact, conclusions of law, and the town's recommendation, it appears the rezone request meets all of the rezone criteria and standards for rezoning. Therefore, CPZ staff recommend that the Environmental Resources Committee recommend **Approval** to the Marathon County Board of Supervisors.



Case: #1
Environmental Resources Committee
Decision Form

Conclusions of Law

Marathon County Environmental Resources Committee (ERC) must consider all of the following standards in their decision. Please review and explain how the request does or does not meet each of these standards.

To approve a rezone, ERC must answer 'agree' to each of these standards. If the ERC recommends approval, but answers 'disagree' to any of these questions, a plan/ordinance changes, and/or additional information is required to satisfy the criteria.

1. The rezoning is substantially consistent with the following plans. (*note how the proposed relates to the future land use plan and the vision, goals, objectives, and policies of the plan*)
- a. [Marathon County](#) Comprehensive Plan
 - b. [Town](#) Comprehensive Plan and,
 - c. Marathon County [Farmland Preservation Plan](#).

Agree disagree insufficient information

2. The location of the proposed development minimizes the amount of agricultural land converted and will not substantially impair or limit current or future agricultural use of other protected farmland.

Agree disagree insufficient information

3. The applicant has demonstrated that...

- a. There is a need for the proposed development,
- b. Adequate public facilities are present or will be provided (*note impacts on roads, water, sewage, drainage, schools, emergency services, etc.*), and
- c. Providing public facilities will not be an unreasonable burden to the local government.

Agree disagree insufficient information

4. The rezoning will not cause unreasonable air and water pollution, soil erosion, or adverse effects on rare or irreplaceable natural areas.

Agree disagree insufficient information

5. The Town has approved the proposed rezone of the property.

Agree disagree insufficient information

6. All concerns from other agencies on the proposed rezone have been addressed? (*DNR, Highway, DOT*) What are the concerns?

Agree disagree insufficient information

Environmental Resources Committee Decision

On the basis of the above findings of fact, conclusions of law, and the record in this matter, the Marathon County Environmental Resources Committee finds that the rezoning is:

- Approved Motion/ Second
- Denied, for the following reasons
- Tabled for further consideration

Specify reasons for denial, or additional information requested:

- An amendment to the county comprehensive plan is needed to approve this petition.
- An amendment to the county farmland preservation plan is needed to approve this petition.

Describe recommended amendments:

Signature:

Chairman: _____

PETITION FOR ZONE CHANGE
FROM FARMLAND PRESERVATION ZONING
 BEFORE THE MARATHON COUNTY BOARD OF SUPERVISORS

1. As authorized by §17.91 of the Marathon County Zoning Ordinance (I) (we): (Name and mailing address) IF Vreeland Associates, Tim Vreeland 6103 Down St. Weston
 hereby petition to rezone property owned by: (Name and mailing address) Rita Blanker

from the classification **FP Farmland Preservation** to R-R Rural Residential

2. The legal description of that part of the property to be rezoned is (include only the description of the land proposed to be rezoned. You may need to have a surveyor draft this description): See attached Plat of Survey.

Parcel Identification Number / PIN (can be found on taxbill): 036-2603-294-0958

3. The proposed change is to facilitate the use of the land for (be specific - list all proposed uses):
A residential subdivision. see attached

4. Total acres in parcel (outside of right-of-way): 55.413 acres

5. Total acres zoned Farmland Preservation: FP 55.413 acres A-4(-M) _____ acres

6. Total acres in farm: 55.413 acres

7. How many acres/square feet are you requesting be changed? 55.413 acres / square feet

8. Are there improvements (structures) on this parcel in question? Yes No
 What is the current use of the structure(s)? farm field

9. A. What is your reason for requesting this rezone? (Please check and fill in the blanks)
 Develop land for non-agricultural residential use Develop land for recreational use
 Develop land for industrial use Pre-existing use, substandard or nonconforming parcel
 Develop land for commercial use Other: _____

B. How far is the land from a city or village boundary? 1/2 miles / feet

C. How far is the land from an existing area of similar use? 0 miles / feet

D. Is the land served by public sewer? Yes No

E. Is the land served by public water? Yes No

F. Is the land within a sanitary district? Yes No

G. If more than one lot was developed: # of Lots: 24 Average lot size: 2 Acres

10. Please address the following criteria as best as you can. These are the "Standards for Rezoning" which will be addressed at the public hearing. (Use additional sheets if necessary)

A. In detail, explain what public facilities serve the proposed development at present, or how they will be provided:
property is on a public road with standard rural utilities. It also has a road dedicate to its eastern border.

B. Explain how the provision of these facilities will not be an unreasonable burden to local government.
This is an expanding residential area. No unreasonable burden expected.

C. What have you done to determine that the land is suitable for the proposed development?
The wetlands have been delineated.

D. Explain what will have to be done so the development will not cause unreasonable air and water pollution, soil erosion, or adverse effects on rare or irreplaceable natural areas.
No adverse affects expected. There will be easement areas for storm water.

- OVER -

- B. Explain any potential conflict with remaining agricultural uses in the area.
No conflicts expected, adjacent RR zoning + town seem excited about the development
- F. Demonstrate the need for the proposed development in an agricultural area.
Residential lots are needed, this property is in a great area for this.
- G. What is the availability of alternative locations? *Be specific.*
No Alternatives available, This is a good location for this development.
- H. What is the productivity of the agricultural lands involved?
Some what productive.
- I. Explain how the location of the proposed development has been selected to minimize the amount of agricultural land converted.
The property is less than 1/2 mile from the City of Marshfield. The entire property will be used in the development
- J. Explain how the proposed rezoned land is better suited for a use not allowed in the Farmland preservation zoning district.
I believe these lands are in a Ag transitional area.
- K. Explain how the rezone is consistent with the Marathon County and town's comprehensive plans.
Town + County Comprehensive plan show this area as possible residential district.
- L. Explain how the rezone is substantially consistent with the Marathon County Farmland Preservation plan which is in effect at the time of the rezone.
I believe these lands are in a transitional area should be consistent
- M. Explain how the rezone will not substantially impair or limit current or future agricultural use of other protected farmland.
RR zoning is on 3 sides of the property, this is the last parcel in the area not to be developed.

11. Include on a separate sheet (no larger than 11 x 17) a drawing of the property to be rezoned, at a scale of 1"=200 ft or larger. Include the names of all property owners, existing land uses, and zoning classifications within 300 feet of the boundaries of the property on which the rezone is located. Show additional information if required. (If larger sheets are required to adequately portray the site, include ten (10) copies).

All property owners within 300 feet of the parent parcel proposed for rezoning are parties in interest, and will be notified by direct mail of the public hearing notice.

If, at the public hearing for this zone change request, the Zoning Committee is unable to make a recommendation based upon the facts presented and/or request additional information, clarification or data from the petitioner, Town Board, or any other source, that information shall be supplied to the CPZ Department 24 hours or more prior to the next regularly scheduled meeting (date and time to be announced at each regular meeting). Minimum of twenty four hour notice is required for all agenda items. If the requested information etc. is not supplied, the zone change petition is denied and will only appear on the agenda as a report. No additional testimony will be accepted. The petitioner (applicant) may re-apply at any time to bring the matter back before the Committee. No exceptions to this policy will be granted.

12. Petitioner's Signature *[Signature]* Phone 715-241-0947 Date 3-2-21

13. Owner's Signature *[Signature]* Phone 715/305-2121 Date 3-1-21
(If different than Petitioner)

Fee \$ 600 - (Checks payable to Marathon County) Date Fee Received: 3-9-21

Attendance at the Public Hearing before the Marathon County Environmental Resources (ERC) Committee is not mandatory **IF** you have appeared before the Town Planning Commission and/or the Town Board to present your proposal. If there was opposition to your proposal at the town level, attendance at the ERC Committee hearing is recommended.

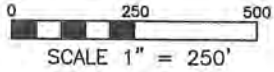


PLAT OF SURVEY

PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 26 NORTH, RANGE 3 EAST, TOWN OF MCMILLAN, MARATHON COUNTY, WISCONSIN.

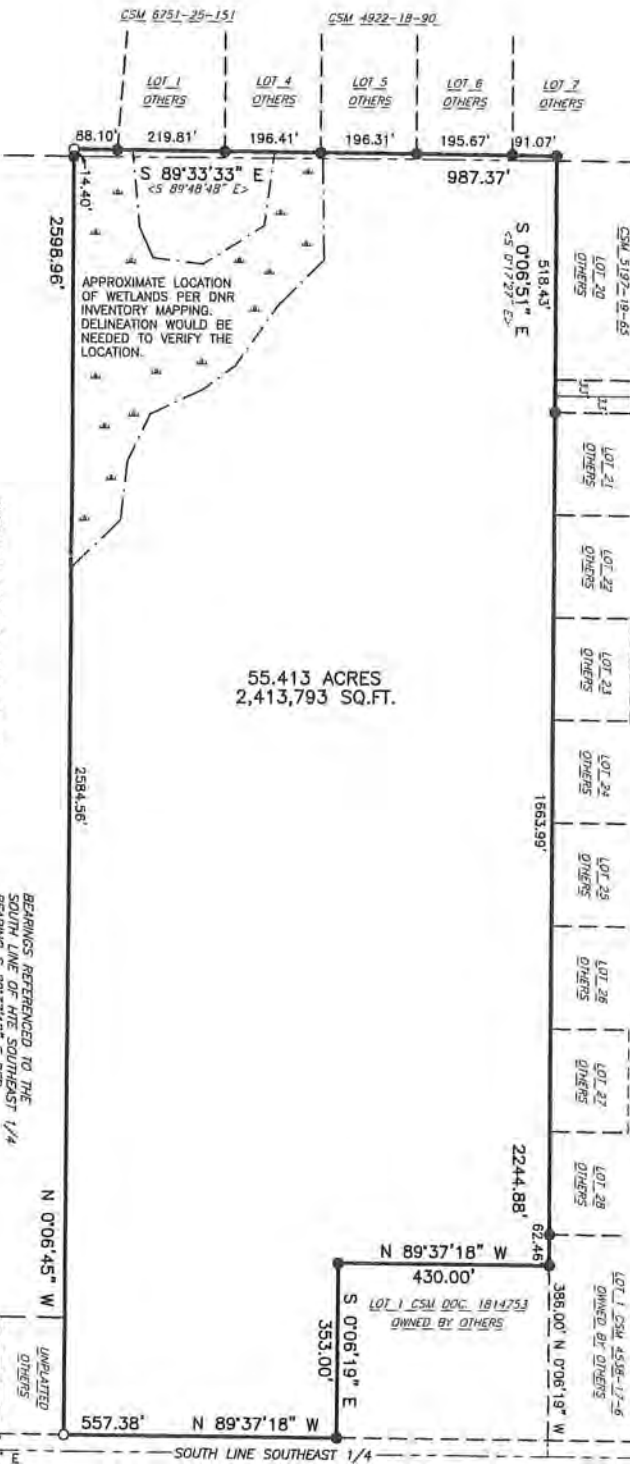
VREELAND ASSOCIATES, INC. 6103 DAWN STREET WESTON, WI. 54476 PH (715) 241-0947 tim@vreelandassociates.us		PREPARED FOR: RITA BLENKER	
FILE #:	20-0212 BLENKER	DRAFTED BY:	TIMOTHY G. VREELAND
		DRAWN BY:	TIMOTHY G. VREELAND

NORTH 1/4 CORNER SECTION 29-26-3 EAST EXISTING 1" IRON PIPE



LEGEND

- ⊙ = GOVERNMENT CORNER LOCATION PER COUNTY SURVEY RECORDS
- = 1.315" OUTSIDE DIAMETER x 24" IRON PIPE 1.68 POUNDS PER FOOT SET
- = 1.315" OUTSIDE DIAMETER IRON PIPE FOUND IN PLACE
- < > = PREVIOUSLY RECORDED AS CSM = CERTIFIED SURVEY MAP



55.413 ACRES
2,413,793 SQ.FT.

DRAGONFLY RD.

SURVEYORS CERTIFICATE

I, TIMOTHY G. VREELAND, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE DIRECTION OF RITA BLENKER, I SURVEYED AND MAPPED THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 26 NORTH, RANGE 3 EAST, TOWN OF MCMILLAN, MARATHON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 29; THENCE S 89°37'18" E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 1316.50 FEET; THENCE N 0°06'19" W 386.00 FEET TO THE POINT OF BEGINNING; THENCE N 89°37'18" W ALONG THE NORTH LINE OF LOT 1 OF CSM DOC. # 1814753 430.00 FEET; THENCE S 0°06'19" E ALONG THE WEST LINE OF SAID LOT 1 353.00 FEET TO THE NORTH LINE OF MANN STREET; THENCE N 89°37'18" W ALONG THE NORTH LINE OF MANN STREET 557.38 FEET; THENCE N 0°06'45" W 2598.96 FEET; THENCE S 89°33'33" E ALONG THE SOUTH LINE OF CSM 6751 AND CSM 4922 987.37 FEET; THENCE S 0°06'51" E ALONG THE WEST LINE OF CSM 5197, CSM 5202 AND CSM 5201 2244.88 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD AND USE.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SURVEY MAP THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE ALL TO THE BEST OF MY KNOWLEDGE AND BELIEF IN SURVEYING, DIVIDING AND MAPPING THE SAME.



TIMOTHY G. VREELAND P.L.S. 2291
DATED THIS 24TH DAY OF SEPTEMBER, 2020
SURVEY PERFORMED SEPTEMBER 23RD, 2020

BEARINGS REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 BEARING S 89°37'18" E PER WISCONSIN COUNTY COORDINATE SYSTEM (MARATHON) MAORS (2011)

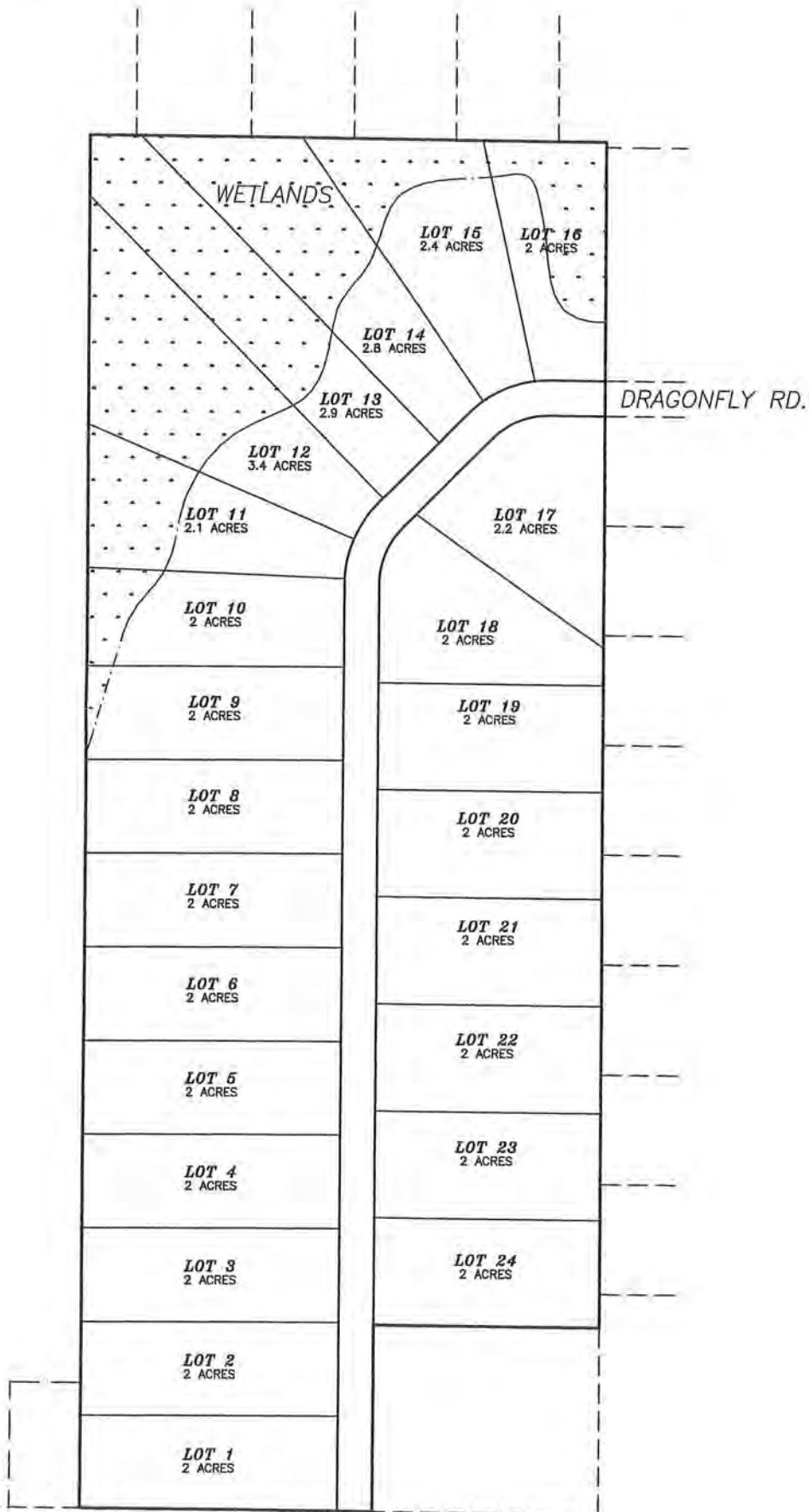
SOUTH 1/4 CORNER SECTION 29-26-3 EAST SMP SPIKE FOUND

MANN STREET

SOUTHEAST CORNER SECTION 29-26-3 EAST SMP SPIKE FOUND

PRE-PRELIMINARY LAYOUT

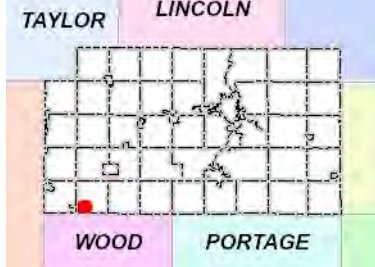
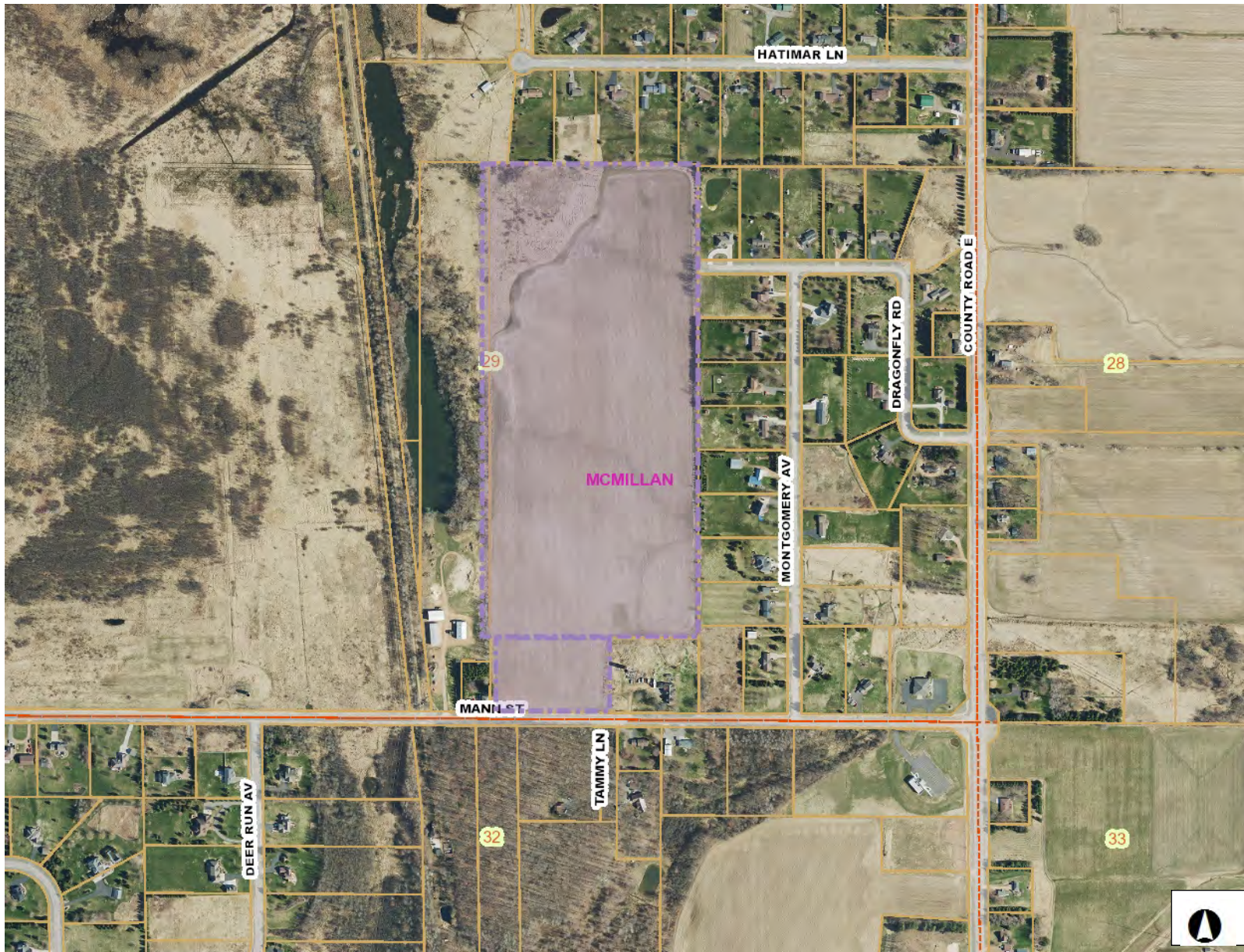
PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 26 NORTH, RANGE 3 EAST, TOWN OF MCMILLAN, MARATHON COUNTY, WISCONSIN.



MANN STREET



Land Information Mapping System



Legend

- Road Names
- Parcels
- Parcel Lot Lines
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Named Places
- Municipalities
- 2020 Orthos Countywide
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3



352.93 0 352.93 Feet



NAD_1983_HARN_WISCRS_Marathon_County_Feet

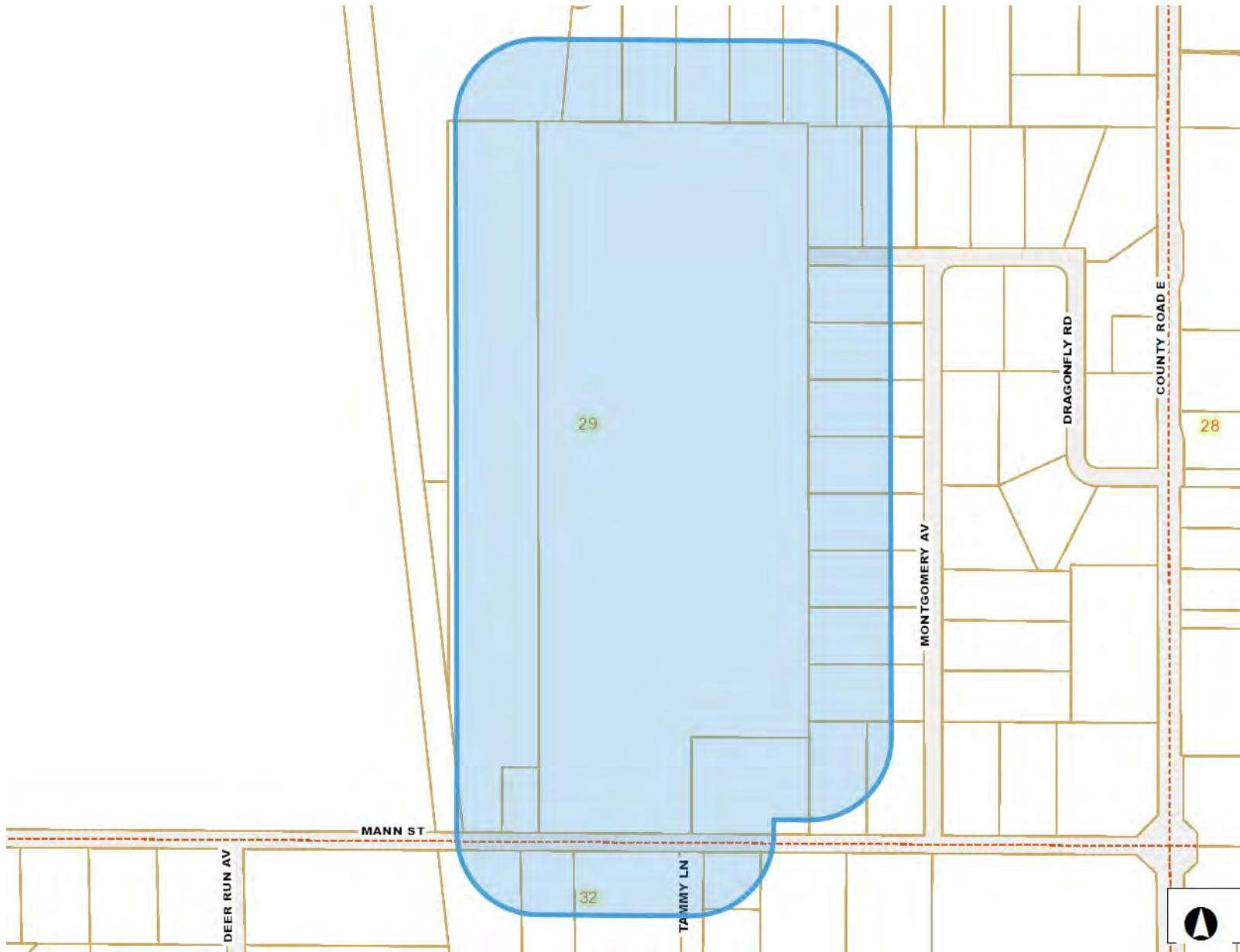
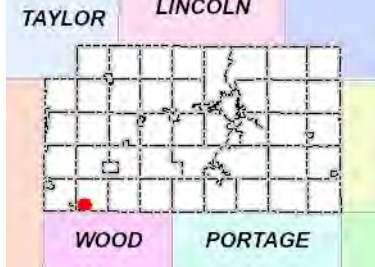
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Land Information Mapping System



Legend

- Road Names
- Parcels
- Parcel Lot Lines
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Named Places
- Municipalities



271.43 0 271.43 Feet

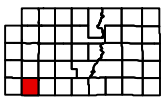


NAD_1983_HARN_WISCRS_Marathon_County_Feet

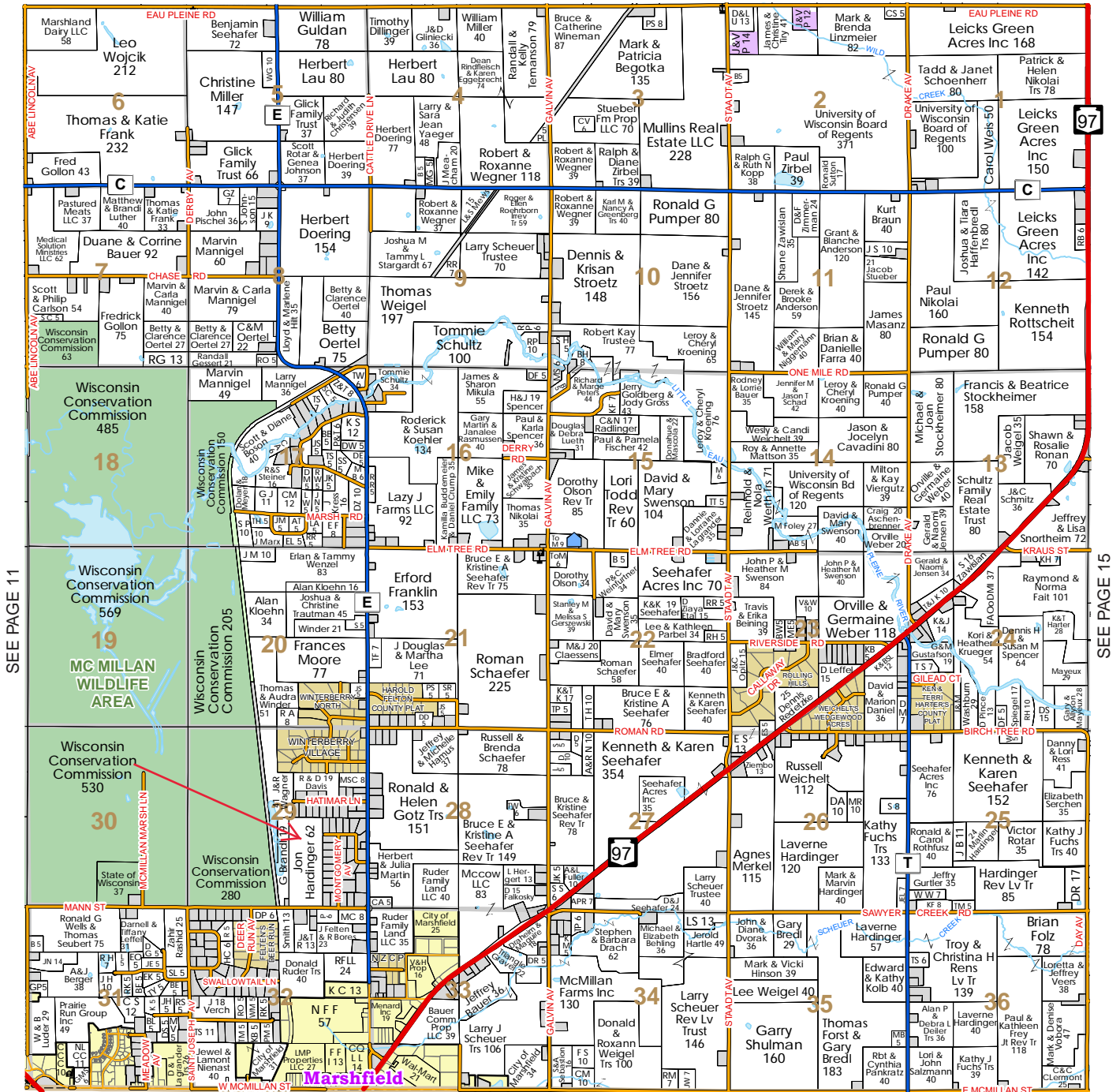
DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



SEE PAGE 31



WOOD COUNTY

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Marshfield

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CONCRETE BLOCK
KOZY HEAT FIREPLACE HEATING SYSTEMS
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STATE OF WISCONSIN)
MARATHON COUNTY)
TOWN OF MCMILLAN)

RESOLUTION ON ZONING ORDINANCE AMENDMENT

TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE

I, Patti Rahn, Clerk of the Town of McMillan, Marathon County, State of Wisconsin, do hereby certify that the following is a true and correct copy of a resolution adopted by the Town of McMillan Town Board at a meeting held on the 12th day of April, 2021.

RESOLUTION

WHEREAS, Section 59.69(5)(e)3., Wisconsin Statutes, provides that if a town affected by a proposed amendment disapproves of the proposed amendment, the town board may file a certified copy of a resolution adopted by such board disapproving of the petition with the Environmental Resources Committee prior to, at or within ten (10) days after the public hearing, and

WHEREAS, if the town board of the town affected in the case of an ordinance relating to the location of boundaries of districts files such a resolution, the Environmental Resources Committee may not recommend to the County Board approval of the petition without change, but may only recommend approval with change or recommend disapproval.

NOW, THEREFORE, BE IT RESOLVED that the Town of McMillan Town Board considered on the 12th day of April, 2021, petition of Tim Vreeland on behalf of Rita Blenker to amend the Marathon County Zoning Ordinance to rezone lands from F-P Farmland Preservation to R-R Rural Residential described as part of the W 1/2 of the SE1/4 and SE1/4 of the NE 1/4 of Section 29, Township 26 North, Range 03 East, Town of McMillan. The parcel proposed to be rezoned is 55.413 acres in size with a Parcel Pin# 056.2603.294.0958

The Town of McMillan hereby has considered the following standards for rezoning above property (use additional sheets if necessary):

1) **Has the applicant provided what public facilities and/or services currently serve the proposed development, what additional services may be required, and how the additional services will be provided?**

No Yes Explain: _____

2) **Has the applicant demonstrated how the provision of the public facilities will not be an unreasonable burden to local government?**

No Yes Explain: _____

3) **Has the applicant determined that the land is suitable for the development proposed? Explain.**

No Yes Explain: _____

4) **Has the applicant demonstrated what will have to be done so the development will not cause unreasonable air and water pollution, soil erosion, or adverse effects on rare or irreplaceable natural areas? Explain.**

No Yes Explain: _____

5) **Is there any potential for conflict with existing land uses in the area?**

No Yes Explain: _____

(OVER)

- 6) Has the applicant demonstrated the need for the proposed development at this location? Explain.
 No Yes Explain: _____
- 7) Has the applicant demonstrated the availability of alternative locations? Be specific
 No Yes Explain: _____
- 8) Is cropland is being consumed by this zone change? What is the productivity of the agricultural lands involved?
 No Yes Explain: _____
- 9) Has the applicant explained how the proposed development will be located to minimize the amount of agricultural land converted?
 No Yes Explain: _____
- 10) Is proposed rezone request consistent with the town's adopted Comprehensive Plan? Explain.
 No Yes Explain: _____
- 11) Is there anything else the Town wishes to present or comment on regarding this application to the Marathon County Environmental Resources (ERC) Committee?
 No Yes Explain: Town is aware of error on application & is relying on CPZ staff to address with ERC.

The Town of McMillan recommends: **Approval** **Disapproval** of the amendment and/or zone change.

OR **Requests an Extension*** for the following reasons: _____

*Wis. Stats §59.69(5)(e), (3), and (3m) authorizes Towns to extend the time to disapprove a zone change for a total of thirty (30) days beyond the date of the public hearing. The extension must be by Town Board Resolution and remains in effect until the Town Board adopts a resolution rescinding the extension.

Clerk Laura Lake
Town Board Robert Doyles
W. Mayes
Karin Stumler Doug J. May

NOTE: If you recommend disapproval of this request, please make every effort to send a representative to the Environmental Resources Committee Public Hearing. Town input at the hearing is always appreciated. Please return this form before April 27, 2021 to:

Marathon County Conservation, Planning and Zoning Department
210 River Drive
Wausau, WI 54403



Rita Blenker
Petition to Rezone Land
Staff Report, May 4th, 2021
Environmental Resources Committee

Findings of Fact

PUBLIC HEARINGS/MEETINGS:

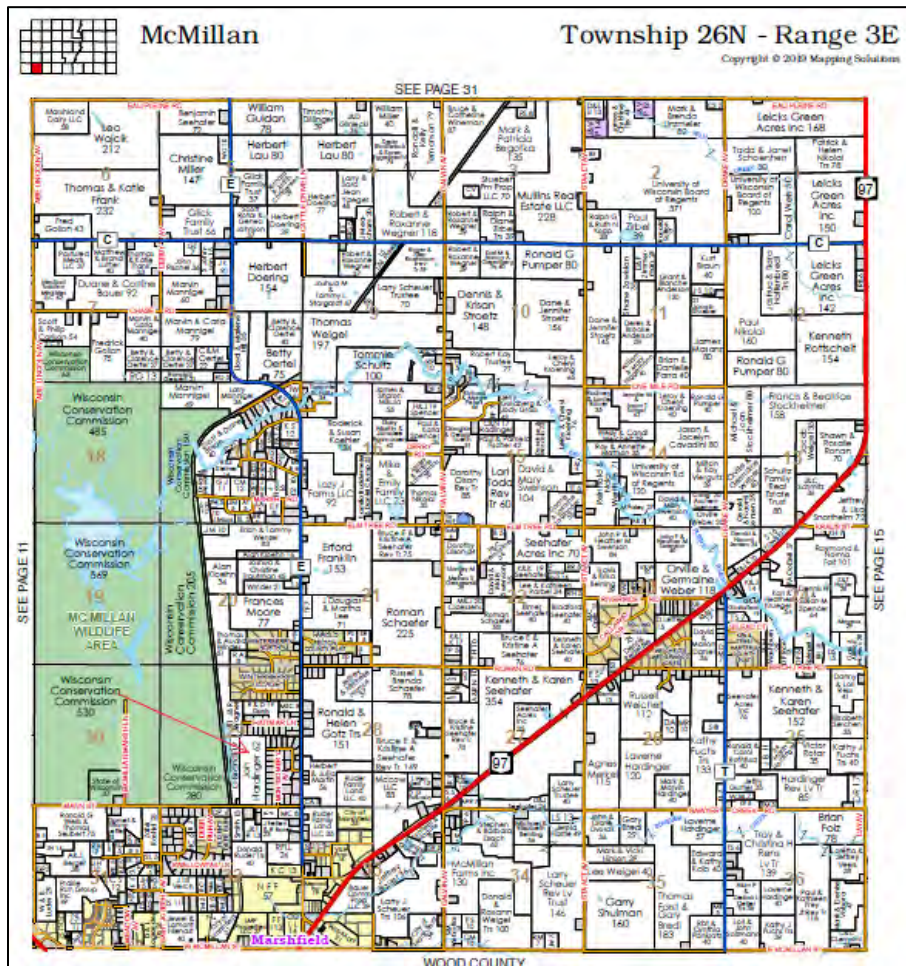
- Town of McMillan Town Board Meeting (April 12th, 2021)
- Marathon County Environmental Resources Committee Meeting (May 4th, 2021 at 3:00pm)

PETITIONER: Tim Vreeland – 6103 Dawn Street, Weston WI

PROPERTY OWNER: Rita Blenker - 601 S Adams Ave, Marshfield, WI 54449

LOCATION OF REZONE REQUEST: Existing parcel proposed to be rezone is located approx. 1,700 feet west of the intersection of County Road E and Mann Street in the Town of McMillan.

Map 1: Location of Rezone Request



REQUEST:

The petition of Tim Vreeland on behalf of Rita Blenker to amend the Marathon County Zoning Ordinance to rezone lands from F-P Farmland Preservation to R-R Rural Residential described as part of the W 1/2 of the SE 1/4 and SE 1/4 of the NE 1/4 of Section 29, Township 26 North, Range 03 East, Town of McMillan. The parcel proposed to be rezoned is 55.413 acres in size with a Parcel PIN# 056-2603-294-0958.

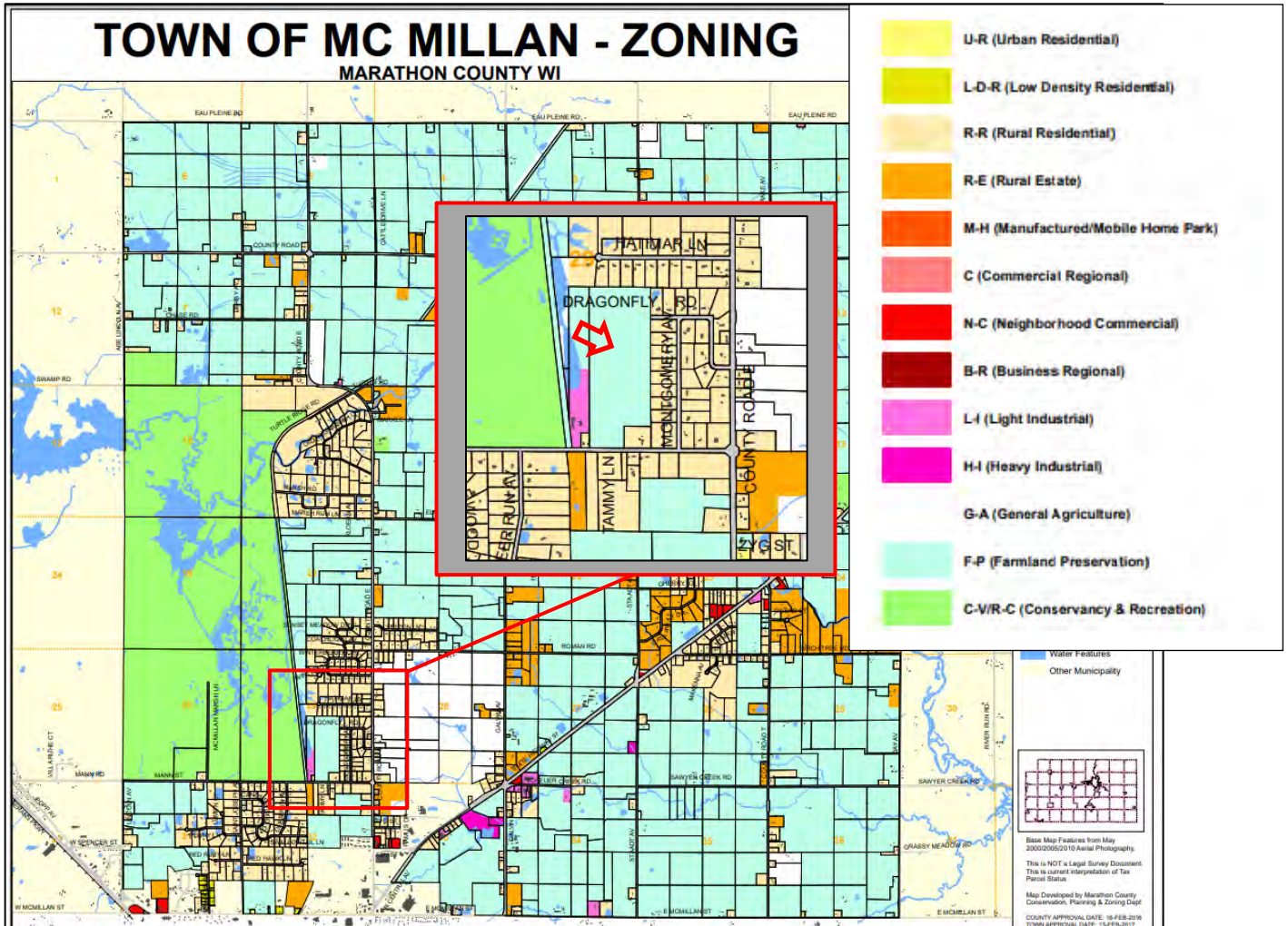
EXISTING ZONING DISTRICT:

F-P Farmland Preservation Zoning. The intent of this district is to maintain highly productive agricultural lands in food and fiber production by effectively limiting encroachment of non-agricultural development and minimizing land use conflicts among incompatible uses. This district is not intended to accommodate non-agricultural growth

PROPOSED ZONING DISTRICT:

R-R Rural Residential District. The purpose of the R-R district is to accommodate single-family residential use along existing streets, to preserve the rural character while promoting open space single-family residential development (involving the extension of new streets), and to separate agricultural uses from other more extensive community development within the county. Limited agricultural activities are permitted in this district. These areas may or may not be serviced by municipal water and sanitary sewer.

EXISTING ZONING DISTRICT MAP: Adjacent parcels are zoned Rural Residential, Farmland Preservation, and Light Industrial.



Map #2 Town of McMillan - Zoning District Map

Existing Parcel:
55.413 Acres

Legal Notification:
A legal advertisement was published in the *Wausau Daily Herald*. Notice of the zoning change request was also sent by regular mail to adjacent property owners within 300 feet of the subject property.

Existing (2000) Land Use/Land Cover Map – Town of McMillan (2006 Comprehensive Plan) The area proposed to be rezoned is shown as Crop Land in the Town’s Comprehensive Plan Existing Land Use/Land Cover Map (2000). Adjacent land uses are comprised of Single Family Residential, Vacant/Barren, and Other Agricultural land uses.

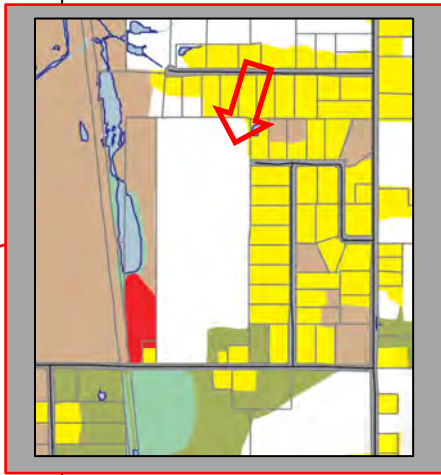
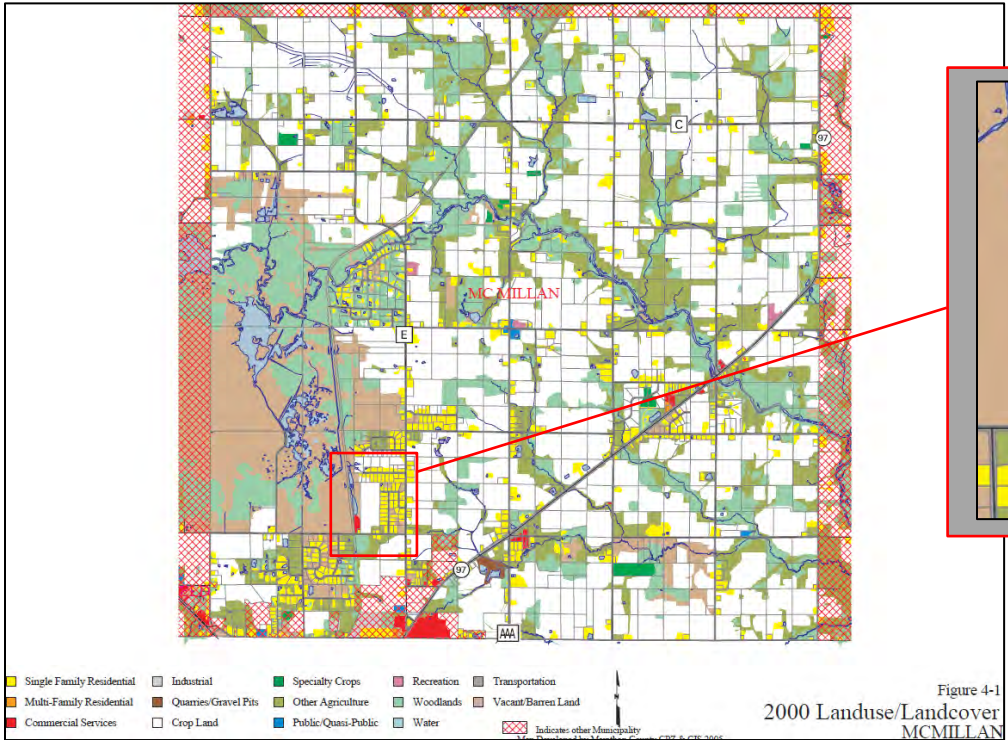


Figure 4-1
2000 Landuse/Landcover
MCMILLAN

TOWN COMPREHENSIVE PLAN FUTURE LAND USE MAP: The parcel proposed to be rezoned is designated as Potential Residential in the Town’s Comprehensive Plan Future Land Use Map. Adjacent land uses are comprised Agriculture Residential, Potential Residential, and Light Industrial land uses.

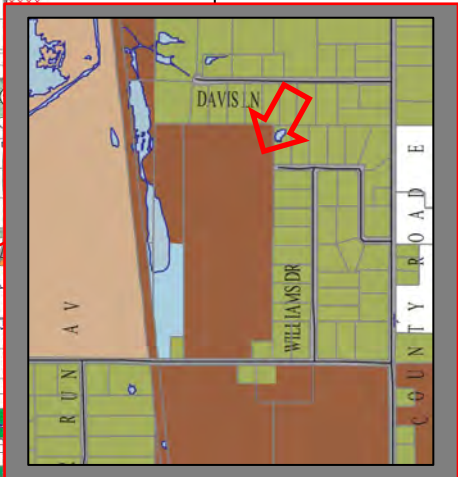
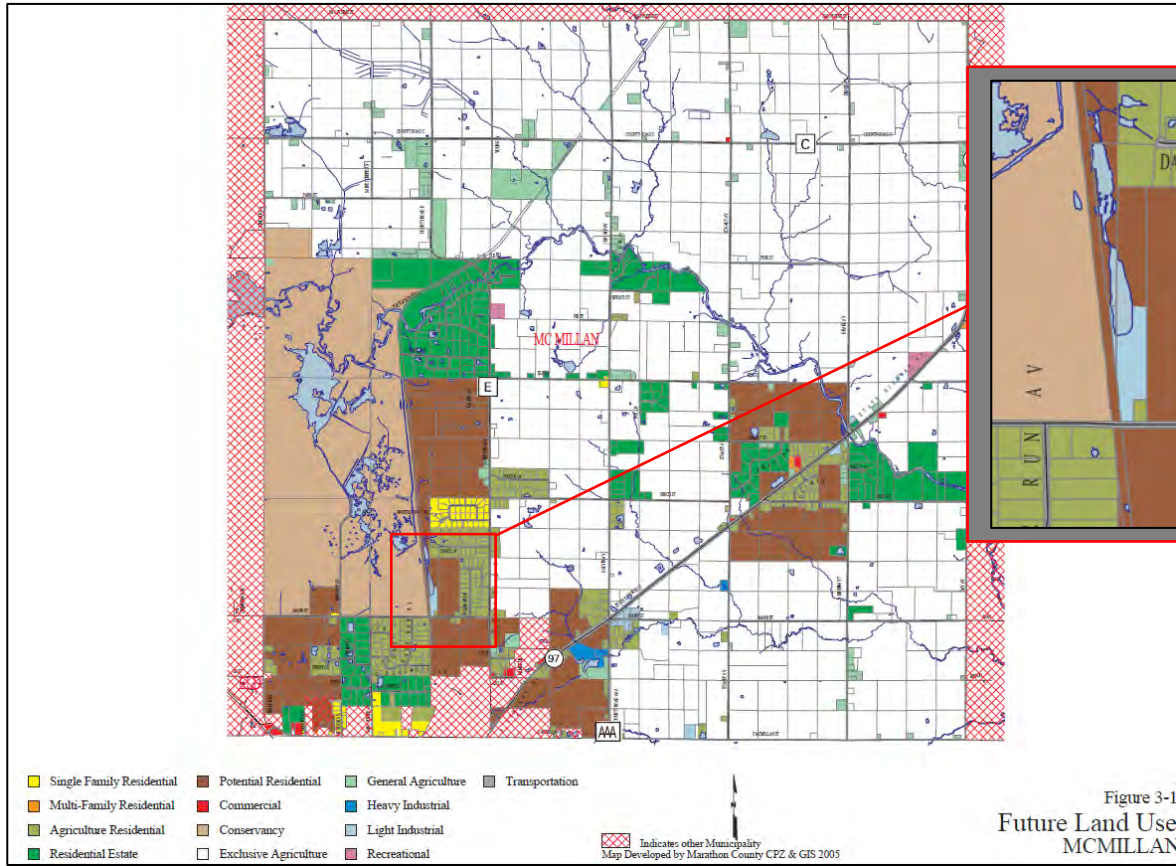
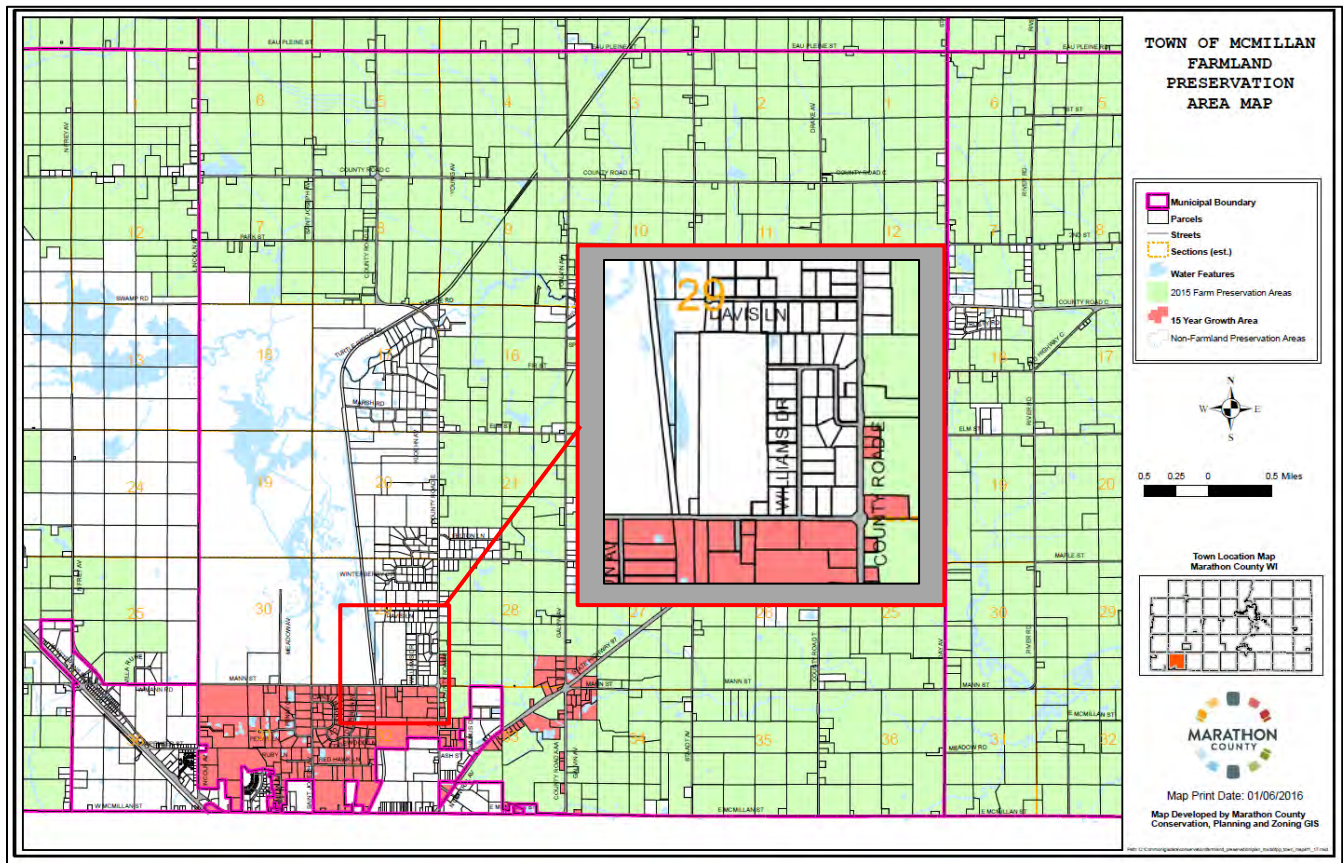


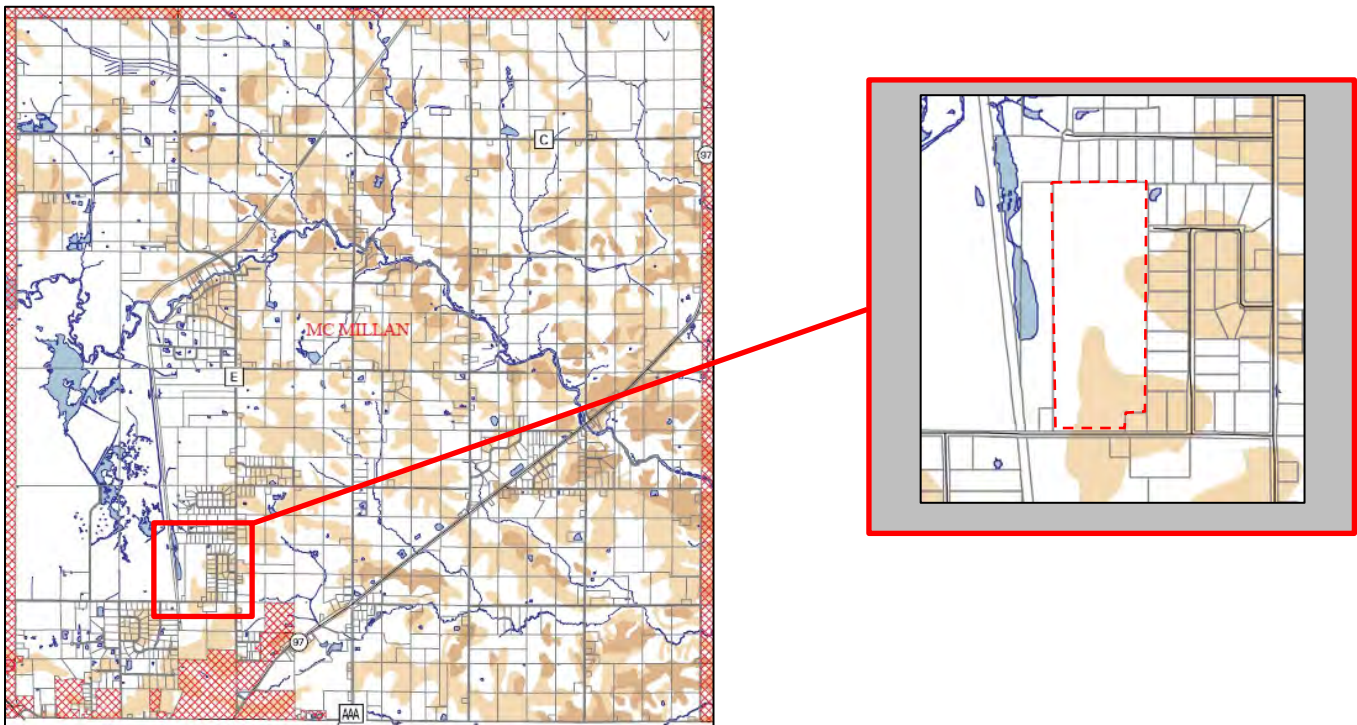
Figure 3-1
Future Land Use
MCMILLAN

**Please note the Town of McMillan is currently in the process of updating their comprehensive plan including their land use maps.*

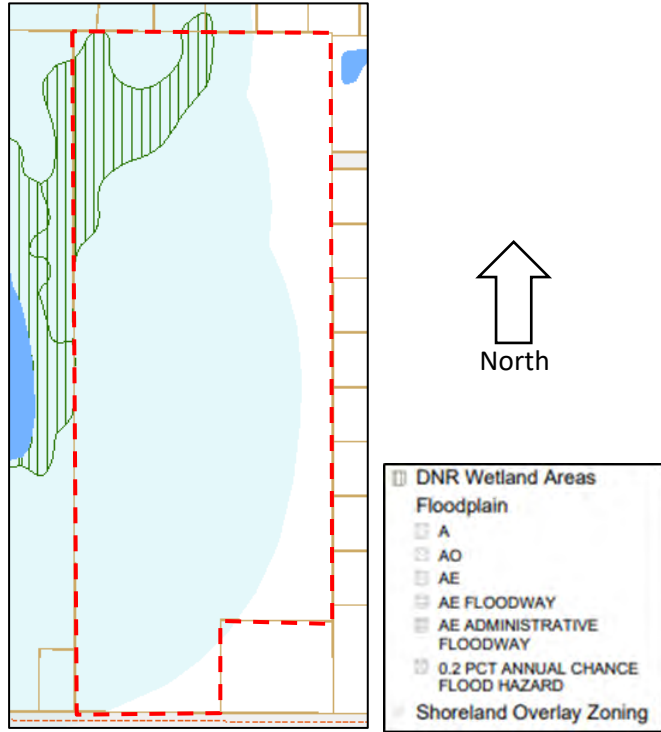
FARMLAND PRESERVATION PLAN: The area in question was designated as a non-farmland preservation area in the Farmland Preservation Plan, the proposed rezone would fix an error in the mapping when the Town adopted Farmland Preservation Zoning in 2015. The Department of Agriculture Trade and Consumer Protection (DATCP) recommends the rezone be approved given the parcel in questions was not designated as a farmland preservation area in the farmland preservation plan. Other parcels that are zoned Farmland Preservation that were not designated as Farmland Preservation Areas in the plan will be addressed when the Town updates their Comprehensive Plan as well as propose to revise their Town Zoning District Map to reflect the proposed changes and Farmland Preservation requirements.



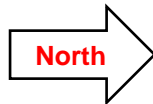
Prime Farm Soils: The area proposed to be rezoned has some prime farms soils from Group 1 but no soils from Group 2 which is the best soils for agricultural production.



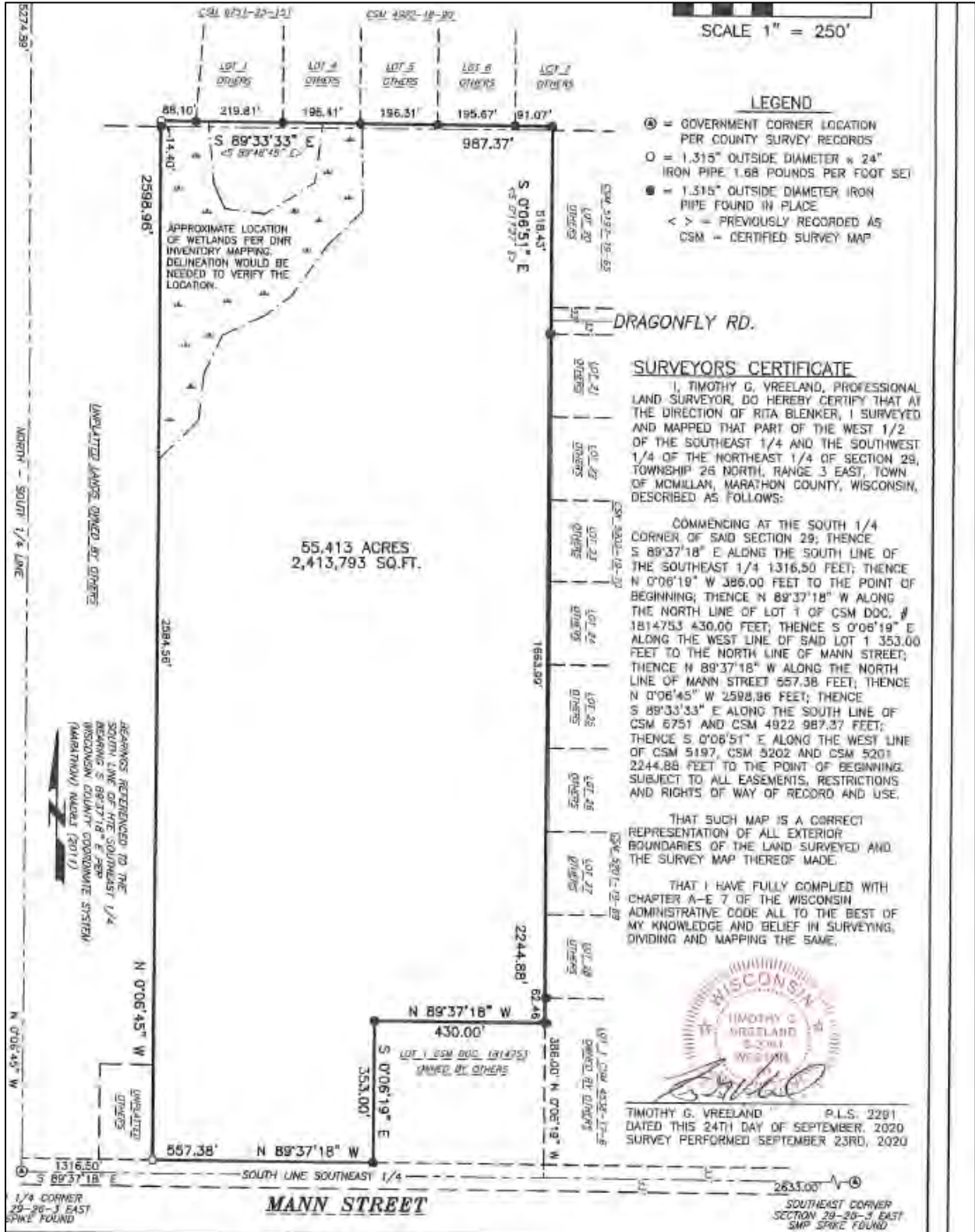
SIGNIFICANT PARCEL LIMITATIONS OR NATURAL FEATURES: The area proposed to be rezoned has no mapped floodplain or waterways. Yet, there are some DNR mapped wetlands and shoreland overlay areas on the parcel proposed to be rezoned as seen below.



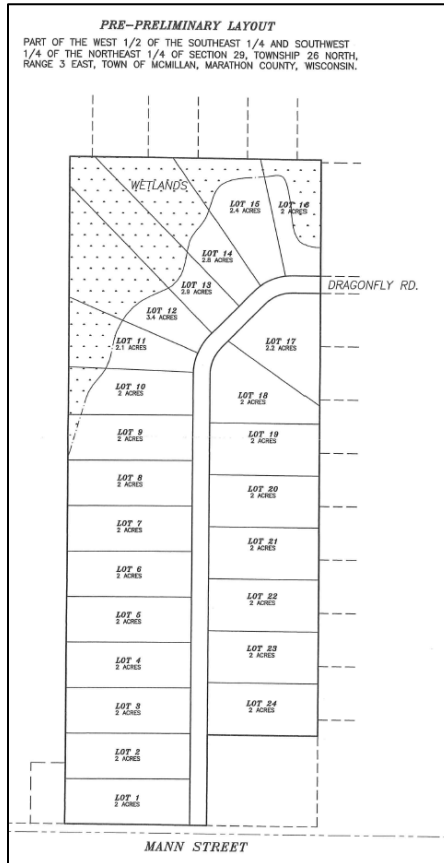
Aerial Photo:



Existing Survey Map:



Pre-Preliminary Layout (Conceptual)



Note: CPZ has not received a Preliminary Plat application yet, the ERC will see and take action on both the Preliminary Plat as well as the Final Plat prior to approval (if the rezone is approved).

TOWN RECOMMENDATION:

On April 12th, 2021 the **Town of McMillan** Town Board Recommended **Approval** to Marathon County's Environmental Resources Committee.

11) Is there anything else the Town wishes to present or comment on regarding this application to the Marathon County Environmental Resources (ERC) Committee?

No. Yes Explain: Town is aware of error on application & is relying on CPZ staff to address with ERC.

The Town of McMillan recommends: **Approval** **Disapproval** of the amendment and/or zone change.

OR **Requests an Extension*** for the following reasons: _____

*Wis. Stats §59.69(5)(e), (3), and (3m) authorizes Towns to extend the time to disapprove a zone change for a total of thirty (30) days beyond the date of the public hearing. The extension must be by Town Board Resolution and remains in effect until the Town Board adopts a resolution rescinding the extension.

Clerk Lette Lake

Town Board [Signature]
[Signature]
[Signature]

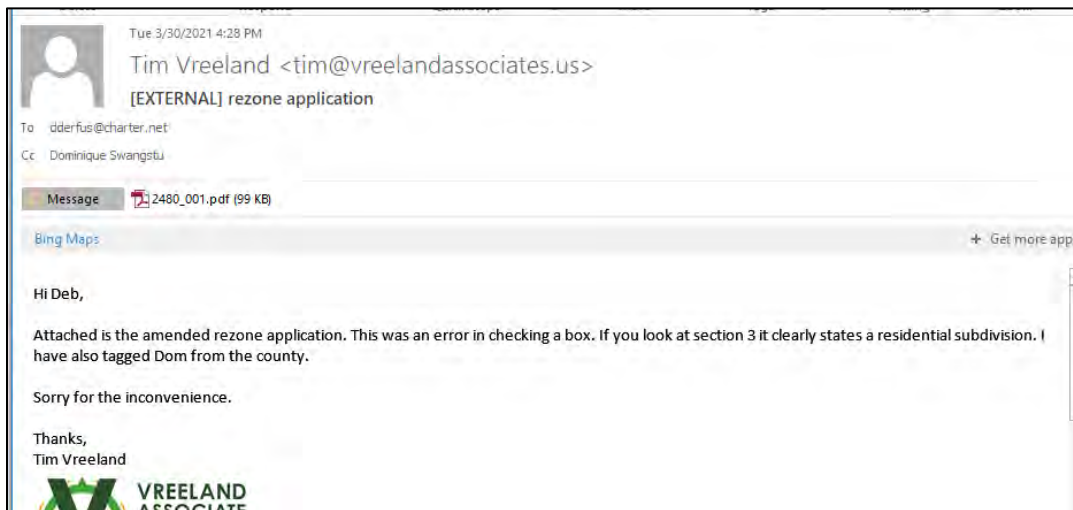
Staff Comments/Correspondence regarding error on the Rezone Petition:
Updated 03/30/2021

What is the current use of the structure(s)? farm field

9. A. What is your reason for requesting this rezone? (Please check and fill in the blanks) *Not for Rec. use*

<input checked="" type="checkbox"/> Develop land for non-agricultural residential use	<input checked="" type="checkbox"/> Develop land for recreational use
<input type="checkbox"/> Develop land for industrial use	<input type="checkbox"/> Pre-existing use, substandard or nonconforming parcel
<input type="checkbox"/> Develop land for commercial use	<input type="checkbox"/> Other: _____

B. How far is the land from a city or village boundary? 1/2 miles / ~~feet~~



Staff Comments regarding ERC Conclusions of Law:

1. The rezoning is substantially consistent with the following plans. (*note how the proposed relates to the future land use plan and the vision, goals, objectives, and policies of the plan*)
 - a. [Marathon County](#) Comprehensive Plan
 - b. [Town](#) Comprehensive Plan and,
 - c. Marathon County [Farmland Preservation Plan](#).

The Marathon County Comprehensive Plan relies on the Town Comprehensive Plan regarding specific land uses and zoning districts for individual parcels. The 55.413 acre parcel proposed to be rezoned is shown to be designated for Potential Residential land uses in the future land use map yet has no prime farms soils from Group 2. The town's comprehensive plan is over 15 years old, the town is currently in the process of updating their Comprehensive Plan which includes the land use maps (yet the town has recommended approval of this rezone based on its existing and future Comprehensive Plan land uses maps). CPZ staff rely on the towns to make these recommendations given the town board members and residents know their town and the true purpose and intent of the plan. The area proposed to be rezoned was designated as a non-Farmland Preservation area in the FP plan yet as see above the parcel was zoned Farmland Preservation. The rezone will correct an error from 2015 given parcels that were not designated as Farmland Preservation Area should not be within the Farmland Preservation Zoning District. Along with being consistent with the town's future land use map, the town board stated the rezone is consistent with the Towns Comprehensive plan as a whole.

2. The location of the proposed development minimizes the amount of agricultural land converted and will not substantially impair or limit current or future agricultural use of other protected farmland.

The whole 55.413 acre parcel proposed to be rezoned will be converted as a result of this rezone, yet as stated above the parcel appears to have been inadvertently zoned Farmland Preservation in 2015 and there are no prime farms soils from Group 2 on the parcel. The rezone is consistent with the Towns Comprehensive Plan, future land use map, and the Farmland Preservation Plan.

3. The applicant has demonstrated that...
- a. There is a need for the proposed development,
 - b. Adequate public facilities are present or will be provided (*note impacts on roads, water, sewage, drainage, schools, emergency services, etc.*), and
 - c. Providing public facilities will not be an unreasonable burden to the local government.

a. The need is related future development (Plat) that will be proposed onsite if and when the rezone is approved. Plat will need ERC review and approval.

b. All necessary public facilities are anticipated to be provided (if not already provided) given any proposed development would rely of private systems such as a private well and sanitary system. All development standards included in the Chapter 18 Land Division Ordinance will be addressed when CPZ and ERC reviews the Preliminary Plat. Stormwater management is a crucial aspect of this review.

c. No anticipated burden on local government, all applicable building, construction, and use standards will be applied during the land division plat, zoning, and building review processes.

4. The rezoning will not cause unreasonable air and water pollution, soil erosion, or adverse effects on rare or irreplaceable natural areas.

All Federal, State, and Local permits and approvals are required for any applicable development onsite. Additionally, the proposed rezone will likely not result in any unreasonable air and water pollution as all pertinent regulations apply and will need to be adhered to. Any disturbance greater than one acre would need a DNR Stormwater Management Permit. (There is no proposed development onsite at this time.)

5. The Town has approved the proposed rezone of the property.

The Town of McMillan Town Board has recommended approval of this rezone petition.

6. All concerns from other agencies on the proposed rezone have been addressed? (*DNR, Highway, DOT*) What are the concerns?

The county was not made aware of any concerns from other agencies.

STAFF (CPZ) RECOMMENDATION(S):

The rezone meets all the zoning district standards as it relates to size, frontage, access, and dimension. If approved, the McMillan should update their comprehensive plan to reflect the proposed rezone to Rural Residential from General Agriculture. The future land use map is already consistent with the proposed rezone showing the area in question designated to be Potential Residential land uses. Parcel to be rezoned has no prime farm soils from Group 2 and was designated as a non-farmland preservation area in the Farmland Preservation Plan. The proposed rezone will correct an error in the zoning district map from 2015.

Based on the information provided above, findings of fact, conclusions of law, and the town's recommendation, it appears the rezone request meets all of the rezone criteria and standards for rezoning. Therefore, CPZ staff recommend that the Environmental Resources Committee recommend **Approval** to the Marathon County Board of Supervisors.



Case: #2
Environmental Resources Committee
Decision Form

Conclusions of Law

Marathon County Environmental Resources Committee (ERC) must consider all of the following standards in their decision. Please review and explain how the request does or does not meet each of these standards.

To approve a rezone, ERC must answer 'agree' to each of these standards. If the ERC recommends approval, but answers 'disagree' to any of these questions, a plan/ordinance changes, and/or additional information is required to satisfy the criteria.

1. The rezoning is substantially consistent with the following plans. *(note how the proposed relates to the future land use plan and the vision, goals, objectives, and policies of the plan)*
- a. [Marathon County](#) Comprehensive Plan
 - b. [Town](#) Comprehensive Plan and,
 - c. Marathon County [Farmland Preservation Plan](#).

Agree disagree insufficient information

2. The location of the proposed development minimizes the amount of agricultural land converted and will not substantially impair or limit current or future agricultural use of other protected farmland.

Agree disagree insufficient information

3. The applicant has demonstrated that...

- a. There is a need for the proposed development,
- b. Adequate public facilities are present or will be provided *(note impacts on roads, water, sewage, drainage, schools, emergency services, etc.)*, and
- c. Providing public facilities will not be an unreasonable burden to the local government.

Agree disagree insufficient information

4. The rezoning will not cause unreasonable air and water pollution, soil erosion, or adverse effects on rare or irreplaceable natural areas.

Agree disagree insufficient information

5. The Town has approved the proposed rezone of the property.

Agree disagree insufficient information

6. All concerns from other agencies on the proposed rezone have been addressed? *(DNR, Highway, DOT)* What are the concerns?

Agree disagree insufficient information

Environmental Resources Committee Decision

On the basis of the above findings of fact, conclusions of law, and the record in this matter, the Marathon County Environmental Resources Committee finds that the rezoning is:

- Approved Motion/ Second
- Denied, for the following reasons
- Tabled for further consideration

Specify reasons for denial, or additional information requested:

- An amendment to the county comprehensive plan is needed to approve this petition.
- An amendment to the county farmland preservation plan is needed to approve this petition.

Describe recommended amendments:

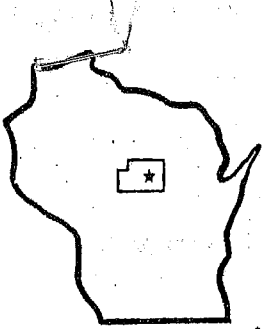
Signature:

Chairman: _____

LAND EXCHANGE SUMMARY

In 1967 after the passing of Mr. Robert Bitzke his last will and testament gifted 80 acres of land in the Town of Easton to the Marathon County Public Welfare Department now known as the Marathon County Social Services Department. Minutes from the Forestry, Recreation, Zoning and Planning Committee in 1978–79 indicate that the Social Services Director asked that a proposal be developed to transfer the land to the Forestry Department. A resolution by the Marathon County Board of Supervisors on February 26, 1980 was adopted transferring the gift of land and \$6,000.00 for improvements at the Dells of the Eau Claire County Park. The land then would be used for trading lands within the County forest Boundaries. Approximately 28 acres has been under a farm lease over the past 40 years but in 2020 the farmer asked to terminate the lease. Since 1980 this 80 acre parcel of land has been held in County ownership for an opportunity just as this.

Recently, Al McGowan of Kay Ray LLC approached the County about a potential trade of this 80 acres for 40 acres in the Town of Harrison bordered on 4-sides of County forest. Appraisals were completed on both properties, negotiations commenced and a Vacant Land Offer to Purchase was agreed by both parties where the trade of lands occur. In addition, \$100,000.00 would be paid to Marathon County for the additional value between the Counties 80 acres and Kay Ray LLC 40 acres. The Committee's are recommending that the exchange of lands be considered and approved by the Marathon County Board of Supervisors under the terms and conditions of the Vacant Land Offers to Purchase, addendums and resolution.



MARATHON COUNTY BOARD OF SUPERVISORS

Courthouse - Wausau, Wisconsin - 54401 - Telephone 842 - 2141

July 31, 1978

Mr. Richard Delap
Department of Social Services
Grand Avenue
Wausau, WI 54401

Dear Mr. Delap:

This letter is in reference to the conversation you and Mr. Baur had about the 80 acres in the Township of Easton that is under Marathon County's Social Services jurisdiction.

The Forestry, Recreation, Zoning and Planning Committee, at their July 28, 1978 meeting, passed a resolution asking the Social Services Board to transfer the 80 acres known as the South One-half of the Northeast Quarter, Section 26, Township 29 North, Range 9 East, to the Marathon County Forestry Department.

This land then would be used for trading lands within the county forest boundaries which is a policy of the County Board and all land trades must be approved by the County Board. The county forest lands are set aside by the County Board to be held in trust for the citizens of Marathon County. These lands are used for forestry and recreation such as: Hunting, fishing, hiking, snowmobiling and berry picking.

Marathon County would retain the mineral rights to this property if and when it is traded.

The forestry land that would be acquired through trading would be memorialized in the name of Robert Bitzke.

All normal costs to maintain this property would be paid for by the Forestry Department such as: Fencing, surveying costs, etc..

The Forestry, Recreation, Zoning and Planning Committee asks your serious consideration on this proposal and feel the citizens of Marathon County will be the benefactors.

Sincerely,

LYNN NIMZ, CHAIRPERSON
FORESTRY, RECREATION, ZONING
AND PLANNING COMMITTEE

LN/jb



230

WHEREAS, Robert Bitzke, deceased, was a public spirited individual who lived in the Township of Easton, and

WHEREAS, Mr. Bitzke also appreciated the care given to his relative for many years by Marathon County and wanted to show his appreciation, and

WHEREAS, Mr. Bitzke donated eighty acres of farm and forested lands together with other assets amounting to \$6,000 to Marathon County, Department of Social Services, to be used for public benefit, and

WHEREAS, the Department of Social Services has met with the Park and Forestry Departments and have determined that the best use for this land is for improvements at the Dells of the Eau Claire County Park and to block in the lands of the County Forests, and

WHEREAS, appropriate acknowledgment and identification of improvements will be made by Marathon County, and

THEREFORE BE IT RESOLVED by the Marathon County Board of Supervisors to accept these recommendations that the following described parcel of land in Marathon County: The South one-half (S½) of the Northeast quarter (NE¼) of Section Twenty - Six (26) Township Twenty - Nine (29) North, Range Nine (9) East, to be used to improve blocking on the County Forest, and

BE IT FURTHER RESOLVED that the twelve thousand (\$12,000) dollars of the Forestry Department funds now deposited in the Sale of Land and Forest Products Account ((26000007) be designated for the purchase of park lands at the Dells of the Eau Claire County Park, and

BE IT FURTHER RESOLVED that any additional accumulated funds from the estate be also deposited in the Sale of Land and Forest Products Account (26000007) to be designated for the same purpose.

Dated: February 26, 1980

DEPARTMENT OF SOCIAL SERVICES

Edward F. Fenhaus

Alfred L. Joswiak

Norman Walters

Art Fenske

Anthony R. Sherfinski

Daniel Bohman

FORESTRY COMMITTEE

Lynn M. Nimz

Jaqueline Turk

Eugene Howe

Bernard Kroening

PARK COMMISSION

Gordon S. Gunderson

Charles Scholfield

Frederick E. Werner

John vonGnechten

F. Marth

Arnold Austin

Stanley Grzadzielewski

Fiscal Impact: Revenue to Marathon County.

Moved by Supervisor Fenhaus, seconded by Supervisor Joswiak to adopt the resolution. Richard Delap, Director of Social Services stated that Mr. Bitzke had willed the property to Marathon County. A roll call vote was taken.

AYES: Anklam, Bohman, Fenhaus, Flynn, Golembiewski, Greiner, Grzadzielewski, Gunderson, Hansen, Heiser, Johnson, Joswiak, Kleinschmidt, Kohlbeck, Kort, Kroening, Kufahl, Loskot, MacDonald, Machmueller, Mayer, McClain, Nimz, Ohlinger, Osswald, Otto, Robinson, Sherfinski, Straub, Turk, vonGnechten, Walkowski, Walters, Werner, Wiley, Zell, Zinkowich

WB-13 VACANT LAND OFFER TO PURCHASE

1. LICENSEE DRAFTING THIS OFFER ON April 20, 2021 (DATE) IS (AGENT OF BUYER)

2. (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3. The Buyer, Kay Ray LLC

4. offers to purchase the Property known as 018-2909-261-0996, SENE, Section 26, T29N – R9E and

5. 018-2909-261-0997, SWNE, Section 26, T29N – R9E

6. [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or

7. attach as an addendum per line 686] in the Town of Easton

8. County of Marathon Wisconsin, on the following terms:

9. **PURCHASE PRICE** The purchase price is See Addendum "A" 2.C.

10. Dollars (\$).

11. **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12. stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: N/A

13.
14. **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15. **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16. **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17. lines 12-13) and the following: N/A

18.
19. **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20. **and will continue to be owned by the lessor.**

21. "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22. treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23. to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24. limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25. and docks/piers on permanent foundations.

26. **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**
27. **an addendum per line 686.**

28. **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29. on or before May 1, 2021

30. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31. **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32. **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33. copies of the Offer.

34. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
35. **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36. **CLOSING** This transaction is to be closed on No later than July 30, 2021

37.
38. at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39. Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40. **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
41. **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
42. **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
43. **transfer instructions.**

44. **EARNEST MONEY**

45. ■ EARNEST MONEY of \$ 1,000.00 accompanies this Offer.

46. If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47. ■ EARNEST MONEY of \$ 1,000.00 will be mailed, or commercially, electronically
48. or personally delivered within 5 days ("5" if left blank) after acceptance.

49. All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as

50. Marathon County, a municipal body corporate, seller) **STRIKE THOSE NOT APPLICABLE**
51. (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52. **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53. **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54. **disbursement agreement.**

55. ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except: N/A

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated 4-15-2021, which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and N/A

99 _____
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

- 101 "Conditions Affecting the Property or Transaction" are defined to include:
- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
 - 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
 - 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
 - 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
 - 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
 - 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

- 178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within 7 days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: Private land ownership

252 _____
253 _____ **[insert proposed use**
254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
255 **purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**

266 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: N/A

268 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: N/A

274 _____
275 **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**

277 electricity _____; gas _____; sewer _____;

278 water _____; telephone _____; cable _____;

279 other _____.

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;
284 variance; other N/A _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: N/A

293 _____
294 **STRIKE AND COMPLETE AS APPLICABLE.** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
314 **the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
319 reported to the Wisconsin Department of Natural Resources.

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of N/A

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$

358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources of obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached
 364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
 365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
 366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
 368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
 369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
 373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
 374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
 375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
 376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
 378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
 380 (even if subject to conditions) that is:

381 (1) signed by Buyer; or,

382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
 384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
 386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
 387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.
 389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
 390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
 392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
 393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
 394 unavailability.

395 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or

397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
 401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
 402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
 404 acceptance, Buyer shall deliver to Seller either:

405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
 406 the time of verification, sufficient funds to close; or

407 (2) _____
 408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
 410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
 411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
 412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
 413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
 414 access for an appraisal constitute a financing commitment contingency.

415 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
 416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
 417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
 418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
 420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
 421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~§ STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
 424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at See description of property owned by Seller given in exchange to Buyer described in Addendum "A".2.C.
437 no later than July 30, 2021 (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____
447 _____ (name other contingencies, if any); and

448 (3) Any of the following checked below:

449 Proof of bridge loan financing.

450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____
453 _____

454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ~~BUYER~~ ("Buyer" if neither is
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and _____

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

472 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.

475 Current assessment times current mill rate (current means as of the date of closing).

476 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478 Seller's property given in exchange to Buyer is not subject to real estate taxes

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
480 **substantially different than the amount used for proration especially in transactions involving new construction,**
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
482 **assessor regarding possible tax changes.**

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and N/A

495 _____
 496 _____ (insert other allowable exceptions from title, if
 497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
 498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
 500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
 501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
 503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
 504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
 505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
 507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
 508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
 509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
 510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
 511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
 513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 517 objections to title within 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 518 such event, Seller shall have 30 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
 519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
 520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
 521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
 527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
 529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
 530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
 531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
 532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
 533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 536 (written) (oral) **STRIKE ONE** lease(s), if any, are N/A

537 _____
 538 _____, Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
 541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
 542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If Seller defaults, Buyer may:

602 (1) sue for specific performance; or

603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Addendum "A"

651 _____
652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 688-683.

668 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: Tom Lovlien, Marathon County Forest Administrator

671 Name of Buyer's recipient for delivery, if any: Alan McGowan

672 (2) Fax: fax transmission of the document or written notice to the following number:

673 Seller: (_____) Buyer: (_____)

674 (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
676 line 679 or 680

677 (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: 212 River Drive, Suite 2, Wausau, WI 54403

680 Address for Buyer: 232240 Thornapple Creek Road, Aniwa WI 54408

681 (4) Email: electronically transmitting the document or written notice to the email address.

682 Email Address for Seller: _____

683 Email Address for Buyer: _____

684 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
685 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

686 **ADDENDA:** The attached Addendum "A" is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Marathon County Corporation Counsel, Scott Corbett

688 _____

689 (x) Alan McGowan ALAN MCGOWAN 4-24-21
690 Buyer's Signature ▲ Print Name Here ► Alan McGowan Date ▲

691 (x) Karla McGowan KARLA MCGOWAN 4-24-21
692 Buyer's Signature ▲ Print Name Here ► Karla McGowan Date ▲

693 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
694 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
695 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
696 **COPY OF THIS OFFER.**

697 (x) Jamie Polley JAMIE POLLEY 4/23/21
698 Seller's Signature ▲ Print Name Here ► Jamie Polley, PRF Director Date ▲

699 (x) _____
700 Seller's Signature ▲ Print Name Here ► _____ Date ▲

701 This Offer was presented to Seller by [Licensee and Firm] _____
702 _____ on _____ at _____ a.m./p.m.

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____
704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Buyer: Kay Ray LLC
Seller: County
Addendum A

1. Contingencies:

- A. This offer is contingent upon Buyer's actual receipt of a completed Vacant Land Disclosure Report. Buyer reserves the right to terminate this vacant land offer to purchase due to any conditions disclosed in the report not acceptable to Buyer.
- B. Seller agrees to pay fee for warranty deed.
- C. Seller agrees to pay for title insurance.
- D. Seller agrees to pay Wisconsin real estate transfer fee.
- E. Buyer shall pay recording fees.
- F. There is no financing contingency.

2. Additional Terms:

- A. Seller warrants all timber present on the property at the time of this offer will remain on the property through the date of closing.
- B. There is \$1,000.00 earnest money involved in this transaction.
- C. Purchase Price:
\$100,000.00 plus exchange of property owned by Kay Ray LLC given to County consisting of approximately 40 acres and valued at \$111,200.00, described as follows: SENE and SWNE all in Section (26), Township (29) North, Range (9) East, Town of Easton, County of Marathon, State of Wisconsin. Pin #018-2909-261-0996 and #018-2909-261-0997.

3. GRATUITIES AND KICKBACK

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

WB-13 VACANT LAND OFFER TO PURCHASE

1. LICENSEE DRAFTING THIS OFFER ON April 20, 2021 (DATE) IS (AGENT OF BUYER)
2. ~~(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**

3. The Buyer, Marathon County, a municipal body corporate,
4. offers to purchase the Property known as 038-3010-201-0999, NENE, Section 20, T30N – R10E

5.
6. [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7. attach as an addendum per line 686] in the Town of Harrison,
8. County of Marathon Wisconsin, on the following terms:

9. **PURCHASE PRICE** The purchase price is See Addendum "A" 2.C.
10. Dollars (\$ _____).

11. **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12. stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: N/A

13.
14. **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
15. or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16. **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17. lines 12-13) and the following: N/A

18.
19. **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented
20. and will continue to be owned by the lessor.**

21. "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22. treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23. to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24. limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25. and docks/piers on permanent foundations.

26. **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in
27. an addendum per line 686.**

28. **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29. on or before May 1, 2021

30. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31. **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32. **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33. copies of the Offer.

34. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
35. Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36. **CLOSING** This transaction is to be closed on No later than July 30, 2021

37.
38. at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39. Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40. **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
41. verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
42. estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
43. transfer instructions.**

44. **EARNEST MONEY**

45. ■ EARNEST MONEY of \$ _____ accompanies this Offer.
46. If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47. ■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically
48. or personally delivered within _____ days ("5" if left blank) after acceptance.

49. All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____)
50. **STRIKE THOSE NOT APPLICABLE**

51. (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52. **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
53. attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special
54. disbursement agreement.**

55. ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ ~~DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:~~ If negotiations do not result in an accepted offer and the
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ ~~LEGAL RIGHTS/ACTION:~~ The Firm's disbursement of earnest money does not determine the legal rights of the Parties
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
73 residential property with one to four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except: N/A

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated 4-15-2021, which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and N/A

99 _____
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

- 101 "Conditions Affecting the Property or Transaction" are defined to include:
- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
 - 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
 - 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
 - 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
 - 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
 - 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

- 178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within 7 days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: Enrolling property into Wisconsin County Forest
252 Land Program

253 _____ **[insert proposed use**
254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
255 **purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**

266 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: N/A

268 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: N/A

274 _____
275 **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**

277 electricity _____; gas _____; sewer _____;
278 water _____; telephone _____; cable _____;
279 other _____

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;
284 variance; other N/A _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: N/A

293 _____
294 **STRIKE AND COMPLETE AS APPLICABLE.** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
314 **the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
319 reported to the Wisconsin Department of Natural Resources.

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of N/A

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$_____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached
364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
380 (even if subject to conditions) that is:

- 381 (1) signed by Buyer; or,
- 382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
394 unavailability.

395 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or
- 397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
404 acceptance, Buyer shall deliver to Seller either:

- 405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
406 the time of verification, sufficient funds to close; or
- 407 (2) _____

408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
414 access for an appraisal constitute a financing commitment contingency.

415 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

- 429 (1) Seller does not have the right to cure; or
- 430 (2) Seller has the right to cure but:
 - 431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 - 432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **CLOSING OF BUYERS PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at See description of property owned by Seller given in exchange to buyer described in Addendum "A" 2.C.
437 no later than July 30, 2021 (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

- 445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
- 446 (2) Written waiver of _____
447 _____ (name other contingencies, if any); and
- 448 (3) Any of the following checked below:

- 449 Proof of bridge loan financing.
- 450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____
453 _____

454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ~~BUYER~~ ("Buyer" if neither is
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and _____

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

- 472 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.
- 475 Current assessment times current mill rate (current means as of the date of closing).
- 476 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
- 478 _____

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
480 **substantially different than the amount used for proration especially in transactions involving new construction,**
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
482 **assessor regarding possible tax changes.**

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and N/A

495 _____
496 _____ (insert other allowable exceptions from title, if
497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have 30 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
536 (written) (oral) **STRIKE ONE** lease(s), if any, are N/A

537 _____
538 _____ Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land
565 dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If Seller defaults, Buyer may:

- 602 (1) sue for specific performance; or
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Addendum "A"

651 _____
652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 688-683.

668 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: Kay Ray LLC, Alan McGowan

671 Name of Buyer's recipient for delivery, if any: Tom Lovlien, Marathon County Forest Administrator

672 (2) Fax: fax transmission of the document or written notice to the following number:

673 Seller: () Buyer: ()

674 (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
676 line 679 or 680

677 (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: 232240 Thornapple Creek Road, Aniwa WI 54408

680 Address for Buyer: 212 River Drive, Suite 2, Wausau, WI 54403

681 (4) Email: electronically transmitting the document or written notice to the email address.

682 Email Address for Seller: _____

683 Email Address for Buyer: _____

684 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
685 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

686 **ADDENDA:** The attached Addendum "A" is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Marathon County Corporation Counsel, Scott Corbett

688 _____

689 (x) Jamie Polley Jamie Polley 4/23/21
690 Buyer's Signature ▲ Print Name Here ► Jamie Polley, PRF Director Date ▲

691 (x) _____
692 Buyer's Signature ▲ Print Name Here ► Date ▲

693 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
694 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
695 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
696 **COPY OF THIS OFFER.**

697 (x) Alan McGowan ALAN MCGOWAN 4-24-21
698 Seller's Signature ▲ Print Name Here ► Alan McGowan Date ▲

699 (x) Karla McGowan KARLA MCGOWAN 4-24-21
700 Seller's Signature ▲ Print Name Here ► Karla McGowan Date ▲

701 This Offer was presented to Seller by [Licensee and Firm] _____
702 _____ on _____ at _____ a.m./p.m.

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____
704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Buyer: County
Seller: Kay Ray LLC
Addendum A

1. Contingencies:

- A. This Agreement is contingent upon approval of this purchase, under the terms herein provided, by the Forestry/Recreation Committee, Environmental Resources Committee, Human Resources, Finance and Property Committee, and by the Board of Supervisors of the County of Marathon by specific resolution.
- B. This offer is contingent upon Buyer's actual receipt of a completed Vacant Land Disclosure Report. Buyer reserves the right to terminate this vacant land offer to purchase due to any conditions disclosed in the report not acceptable to Buyer.
- C. Seller agrees to pay fee for warranty deed.
- D. Seller agrees to pay for title insurance.
- E. Seller agrees to pay Wisconsin real estate transfer fee.
- F. Buyer shall pay recording fees.
- G. There is no financing contingency. Buyer is a political subdivision of the State of Wisconsin with taxing authority.

2. Additional Terms:

- A. Seller understands that Buyer is not acquiring the property by condemnation. Buyer has not exercised or threatened to exercise its power of eminent domain. Seller and Buyer both agree that this is a voluntary sale of property and that each party has acted in its own best interests in negotiating and carrying out this transaction. Seller hereby releases Buyer from any and all liability under Wisconsin Statutes, Chapter 32.
- B. Seller warrants all timber present on the property at the time of this offer will remain on the property through the date of closing.
- C. Purchase Price: \$1.00 plus exchange of property owned by County given to Kay Ray LLC consisting of approximately 80 acres and valued at \$256,000.00, described as follows: NENE all in Section (20) Township (30) North, Range (10) East, Town of Harrison, County of Marathon, State of Wisconsin.
Pin #038-3010-201-0999.
- E. There is no earnest money involved in this transaction.

3. GRATUITIES AND KICKBACK

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

RESOLUTION NO. R - - 21

COUNTY LAND EXCHANGE IN THE TOWNS OF EASTON AND HARRISON

WHEREAS, the Human Resources, Finance and Property Committee, Environmental Resources Committee and the Forestry/Recreation Committee recommends approving a land exchange between Kay Ray LLC and Marathon County; and;

WHEREAS, Kay Ray LLC owns 40 acres of property described as follows: NENE, Section 20, T30N-R10E, Town of Harrison, Marathon County, Wisconsin, for all purposes, including those of assessment, taxation, devise, decent, and conveyance as described in Section 706.01(4) of the Wisconsin Statutes; and (Exhibit A)

WHEREAS, Kay Ray LLC would like to exchange said property for 80 acres of Marathon County owned land located in: S 1/2 of NE 1/4, Section 26, T29N-R9E, Town of Easton, Marathon County, Wisconsin, for all purposes, including those of assessment, taxation, devise, decent, and conveyance as described in Section 706.01(4) of the Wisconsin Statutes; and (Exhibit B)

WHEREAS, Marathon County and Kay Ray LLC have accepted the exchange of lands under the terms of the attached Vacant Land Offer to Purchase Agreements; and

WHEREAS, this exchange will meet the objectives of the Marathon County Forest Comprehensive Land Use Plan; and

WHEREAS, Objective 5.2 of the 2018 – 2022 Marathon County Strategic Plan promotes sound land use decisions that conserve and preserve natural resources in decisions with economic development and growth; and;

WHEREAS, Strategies “C” and “F” of the Strategic Plan are to acquire land for public park and forest use to retain natural landscapes and protect natural resources; and;

WHEREAS, this exchange of land meets Outcome Measure 3 of the Strategic Plan of acquiring an average of 320 acres of land per year for the Marathon County Parks and Forests system; and;

WHEREAS, the County Board has the authority to acquire said property as well as sell or convey said property under terms determined by the Board for the purpose of establishing County Forest land pursuant to SS 59.52(6) and 28.10, Stats; and;

WHEREAS, acquisition of this property would perpetually provide forest products to our local economy, revenues to the County, outdoor recreation opportunities to the public, and improve property administration on the County Forest; and;

WHEREAS, the leadership of the Towns of Harrison and Easton support the land exchange;

NOW, THEREFORE, the Board of Supervisors of the County of Marathon does hereby ordain and resolve as follows:

1. To authorize the exchange of the Kay Ray LLC and Marathon County properties in accordance with the terms and conditions of the Vacant Land Offer to Purchase Agreements; and;
2. Direct the property acquired from Kay Ray LLC be entered under Wis. Stats. 28.11 and be

designated as regular County forest lands;

3. Deposit \$100,000.00 from Kay Ray LLC into the Forestry Segregated Land Purchase Account #153-778-8311 Sale of Land to be designated for future County forest land purchases;
4. To authorize the proper County officials to execute the documents necessary to complete this transaction.

BE IT FURTHER RESOLVED that the County Clerk is directed to issue checks pursuant to this resolution and the Treasurer to honor said checks.

Dated this 25th day of May, 2021.

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

ENVIRONMENTAL RESOURCES COMMITTEE

FORESTRY/RECREATION COMMITTEE

Fiscal Impact Estimate: Closing costs of approximately \$1500.00 from the Forestry Segregated Land Purchase Account. Revenue of \$100,000.00 to the Forestry Segregated Land Purchase Account.

Exhibit A

Land Exchange For County Forest Acquisition

Town of Easton



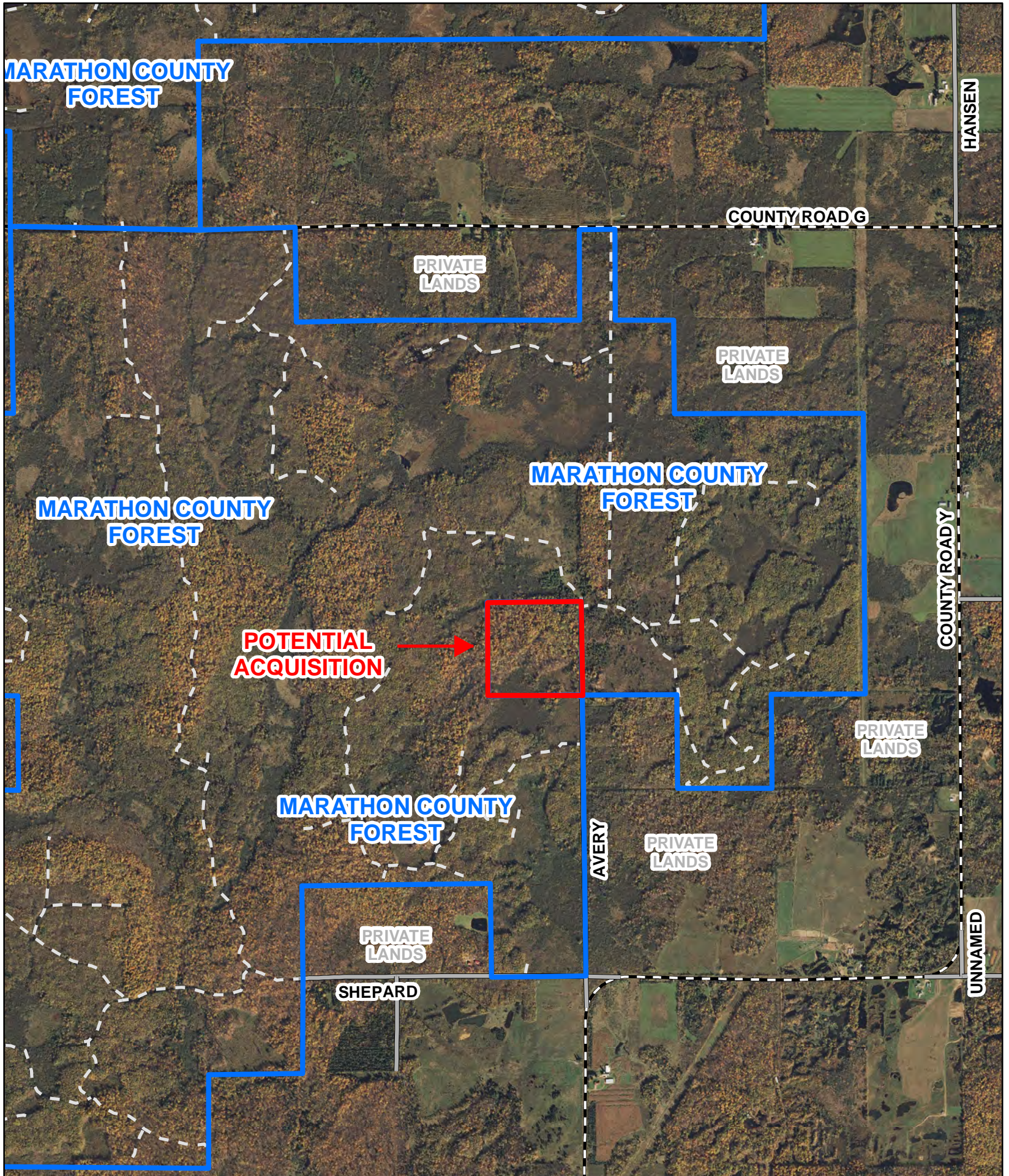
0 0.25 0.5 1 Miles



Exhibit B

Land Exchange For County Forest Acquisition

Town of Harrison



0 0.5 1 2 Miles



Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

Reporting Information

Will you be completing the Annual Report or other submittal type? Annual Report Other

Project Name:

County:

Municipality:

Permit Number:

Facility Number:

Reporting Year:

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? Yes No

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
 - Public Education and Outreach Annual Report Summary
 - Public Involvement and Participation Annual Report Summary
 - Illicit Discharge Detection and Elimination Annual Report Summary
 - Construction Site Pollution Control Annual Report Summary
 - Post-Construction Storm Water Management Annual Report Summary
 - Pollution Prevention Annual Report Summary
 - Leaf and Yard Waste Management
 - Municipal Facility (BMP) Inspection Report
 - Municipal Property SWPPP
 - Municipally Property Inspection Report
 - Winter Road Maintenance
 - Storm Sewer Map Annual Report Attachment
 - Storm Water Quality Management Annual Report Attachment
 - TMDL Attachment
 - Storm Water Consortium/Group Report

- Municipal Cooperation Attachment
- Other Annual Report Attachment

- Attach the following permit compliance documents as appropriate using the attachments tab above
 - Storm Water Management Program (*S050075-03 General Permit and S058416-04 Madison Area Group Permit shall have a written storm water management program that describes in detail how the permittee intends to comply with the permit requirements for each minimum control measure. Updated programs are due to the department by March 31, 2021.*)
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory (*S050075-03 General Permit and S058416-04 Madison Area Group Permit 2.6.1 - inventory due to the department by March 31, 2021.*)
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan (*S050075-03 General Permit and S058416-04 Madison Area Group Permit 2.6.2 – document due to the department by March 31, 2021.*)
 - Total Maximum Daily Load documents (**if applicable, see permit for due dates.*)
 - TMDL Mapping*
 - TMDL Modeling*
 - TMDL Implementation Plan*
 - Fecal Coliform Screening Parameter *
 - Fecal Coliform Inventory and Map (*S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022*)
 - Fecal Coliform Source Elimination Plan (*S050075-03 general permittees Appendix B - document due to the department by October 31,2023*)

- Sign and Submit form

Municipal Contact Information- Complete

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality Marathon County

Facility ID # or (FIN): 33647

Updated Information: Check to update mailing address information

Mailing Address: 210 River Dr.

Mailing Address 2:

City: Wausau

State: Wisconsin

Zip Code: 54403 xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

Select to **create new** primary contact

First Name: Lance

Last Name: Leonhard

Select to **update** current contact information

Title: County Administrator

Mailing Address: 500 Forest Street

Mailing Address 2:

City: Wausau

State: WI

Zip Code: 54403 xxxxx or xxxxx-xxxx

Phone Number: 715-261-1400 Ext: xxx-xxx-xxxx

Email: Lance.Leonhard@co.marathon.wi.us

Additional Contacts Information (Optional)

I&E Program

**Individual with responsibility for:
(Check all that apply)**

- IDDE Program
- IDDE Response Procedure Manual
- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

First Name:

Last Name:

Title:

Mailing Address:

Mailing Address 2:

City:

State:

Zip Code:

xxxxx or xxxxx-xxxx

Phone Number:

Ext:

xxx-xxx-xxxx

Email:

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

Yes No

Public Education and Outreach Northcentral Wisconsin Stormwater Coalition

Public Involvement and Participation Northcentral Wisconsin Stormwater Coalition

Illicit Discharge Detection and Elimination Municipalities via MOU and Northcentral Wisconsin Stormwater Coalition

Construction Site Pollutant Control Municipalities via MOU and Northcentral Wisconsin Stormwater Coalition

Post-Construction Storm Water Management Municipalities via MOU and Northcentral Wisconsin Stormwater Coalition

Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

Yes No

Missing Information

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Minimum Control Measures- Section 1 : Complete

1. Public Education and Outreach

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the Delivery Mechanism that best describes how the topics were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	1/1/2021		
Project/Event Name	Construction Site Erosion Control Field Guide Printing and Distribution		
Delivery Mechanism	Passive print media		*Active
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input type="checkbox"/> Illicit discharge detection and elimination <input type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing <input type="checkbox"/> Yard waste management/pesticide and fertilizer application <input type="checkbox"/> Stream and shoreline management <input type="checkbox"/> Residential infiltration <input checked="" type="checkbox"/> Construction sites and post-construction storm water management <input type="checkbox"/> Pollution prevention <input type="checkbox"/> Green infrastructure/low impact development <input type="checkbox"/> Other: <input type="text"/>	<input type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input checked="" type="checkbox"/> Contractors <input checked="" type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Other	11-50	<input checked="" type="radio"/> Yes <input type="radio"/> No

Event Start Date	4/22/2020		
Project/Event Name	Rubby Ducky Commercial		
Delivery Mechanism	Media offering		*Active
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input type="checkbox"/> Illicit discharge detection and elimination <input checked="" type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing <input checked="" type="checkbox"/> Yard waste management/pesticide and fertilizer application <input type="checkbox"/> Stream and shoreline management <input checked="" type="checkbox"/> Residential infiltration <input type="checkbox"/> Construction sites and post-construction storm water management <input checked="" type="checkbox"/> Pollution prevention <input type="checkbox"/> Green infrastructure/low impact development <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Other	101 +	<input checked="" type="radio"/> Yes <input type="radio"/> No

Event Start Date	3/3/2020		
Project/Event Name	DNR culvert/stream crossing construction training		
Delivery Mechanism	Workshop*		*Active
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input type="checkbox"/> Illicit discharge detection and elimination <input type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing <input type="checkbox"/> Yard waste management/pesticide and fertilizer application <input checked="" type="checkbox"/> Stream and shoreline management <input type="checkbox"/> Residential infiltration <input checked="" type="checkbox"/> Construction sites and post-construction storm water management <input type="checkbox"/> Pollution prevention <input type="checkbox"/> Green infrastructure/low impact development <input type="checkbox"/> Other: <input type="text"/>	<input type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Other	11-50	<input type="radio"/> Yes <input checked="" type="radio"/> No

Event Start Date	1/1/2020		
Project/Event Name	Tours at County Landfill		
Delivery Mechanism	Tour*		*Active
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input type="checkbox"/> Illicit discharge detection and elimination <input checked="" type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing <input type="checkbox"/> Yard waste management/pesticide and fertilizer application <input type="checkbox"/> Stream and shoreline management <input type="checkbox"/> Residential infiltration <input type="checkbox"/> Construction sites and post-construction storm water management <input type="checkbox"/> Pollution prevention <input type="checkbox"/> Green infrastructure/low impact development <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Other	11-50	<input type="radio"/> Yes <input checked="" type="radio"/> No

Event Start Date	4/1/2020		
Project/Event Name	County Highway Construction Crew Training		
Delivery Mechanism	Targeted group training*		*Active
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input checked="" type="checkbox"/> Illicit discharge detection and elimination <input type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing	<input type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input type="checkbox"/> Residents	1 - 10	<input type="radio"/> Yes <input checked="" type="radio"/> No

<input type="checkbox"/> Yard waste management/pesticide and fertilizer application <input checked="" type="checkbox"/> Stream and shoreline management <input type="checkbox"/> Residential infiltration <input checked="" type="checkbox"/> Construction sites and post-construction storm water management <input type="checkbox"/> Pollution prevention <input type="checkbox"/> Green infrastructure/low impact development <input type="checkbox"/> Other: <input type="text"/>	<input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Other		
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Event Start Date	9/1/2020
Project/Event Name	SPCC and pollution prevention quiz
Delivery Mechanism	Targeted group training* *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input type="checkbox"/> Illicit discharge detection and elimination <input type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing <input type="checkbox"/> Yard waste management/pesticide and fertilizer application <input type="checkbox"/> Stream and shoreline management <input type="checkbox"/> Residential infiltration <input type="checkbox"/> Construction sites and post-construction storm water management <input checked="" type="checkbox"/> Pollution prevention <input type="checkbox"/> Green infrastructure/low impact development <input type="checkbox"/> Other: <input type="text"/>	<input type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Other	51-100	<input type="radio"/> Yes <input checked="" type="radio"/> No

Event Start Date	4/1/2020
Project/Event Name	County & Municipalities within MS4 host websites for yard waste, haz waste, etc.
Delivery Mechanism	Website *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input type="checkbox"/> Illicit discharge detection and elimination <input checked="" type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing <input checked="" type="checkbox"/> Yard waste management/pesticide and fertilizer application <input type="checkbox"/> Stream and shoreline management <input type="checkbox"/> Residential infiltration <input type="checkbox"/> Construction sites and post-construction storm water management <input type="checkbox"/> Pollution prevention <input type="checkbox"/> Green infrastructure/low impact development <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input checked="" type="checkbox"/> Contractors <input checked="" type="checkbox"/> Developers <input checked="" type="checkbox"/> Industries <input type="checkbox"/> Other	101 +	<input checked="" type="radio"/> Yes <input type="radio"/> No

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b. Brief explanation on Public Education and Outreach reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/20)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

a. Permit Activities. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how the permit activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	4/2/2020		
Project/Event Name	Infrastructure Committee Meeting		
Delivery Mechanism	Government Event (Public Hearing, Council Meeting, etc)		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input checked="" type="checkbox"/> MS4 Annual Report <input type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input type="checkbox"/> Other: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input checked="" type="checkbox"/> Other	11-50	<input type="radio"/> Yes <input checked="" type="radio"/> No

Event Start Date	4/2/2020		
Project/Event Name	Environmental Resources Committee Meeting		
Delivery Mechanism	Government Event (Public Hearing, Council Meeting, etc)		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input checked="" type="checkbox"/> MS4 Annual Report <input type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input type="checkbox"/> Other: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input checked="" type="checkbox"/> Other	11-50	<input type="radio"/> Yes <input checked="" type="radio"/> No

b. **Volunteer Activities.** Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how volunteer activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	4/5/2020		
Project/Event Name	Adopt A Highway		
Delivery Mechanism	Clean up event		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	<input checked="" type="checkbox"/> General Public <input type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Other	101 +	<input checked="" type="radio"/> Yes <input type="radio"/> No

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Adopt a Highway volunteer groups cleanup roadside drainage areas. Marathon County's provides signs, bags, gloves, etc. as well as picking up the bags of garbage and other large items.

Most other public programs were not held due to pandemic.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/20)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

- | | | |
|--|---------------------------------|---------------------------------|
| a. How many total outfalls does the municipality have? | <input type="text" value="29"/> | <input type="checkbox"/> Unsure |
| b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? | <input type="text" value="29"/> | <input type="checkbox"/> Unsure |
| c. From the municipality's routine screening, how many were confirmed illicit discharges? | <input type="text" value="0"/> | <input type="checkbox"/> Unsure |
| d. How many illicit discharge complaints did the municipality receive? | <input type="text" value="0"/> | <input type="checkbox"/> Unsure |
| e. From the complaints received, how many were confirmed illicit discharges? | <input type="text" value="0"/> | <input type="checkbox"/> Unsure |
| f. How many of the identified illicit discharges did the | <input type="text" value="0"/> | <input type="checkbox"/> Unsure |

municipality eliminate in the reporting year (from both routine screening and complaints)?

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

- g. How many of the following enforcement mechanisms did the municipality Unsure use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year.

<input type="checkbox"/> Verbal Warning	<input type="text" value="0"/>
<input type="checkbox"/> Written Warning (including email)	<input type="text" value="0"/>
<input type="checkbox"/> Notice of Violation	<input type="text" value="0"/>
<input type="checkbox"/> Civil Penalty/ Citation	<input type="text" value="0"/>

Additional Information: _____

- h. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Most Illicit Discharge in the county would be managed through local municipalities. Our facilities are primarily roadside ditches that discharge to a lake, river, or another municipality's storm sewer.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/20)

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year? Unsure
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year? Unsure
- c. How many erosion control inspections did the municipality complete in the reporting year? Unsure
- d. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year. Unsure
- | | |
|--|----------------------|
| <input checked="" type="checkbox"/> No Authority | |
| <input type="checkbox"/> Verbal Warning | <input type="text"/> |
| <input type="checkbox"/> Written Warning (including email) | <input type="text"/> |
| <input type="checkbox"/> Notice of Violation | <input type="text"/> |
| <input type="checkbox"/> Civil Penalty/ Citation | <input type="text"/> |

- Stop Work Order
- Forfeiture of Deposit
- Other - Describe below

e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

This area is covered by local municipalities through our MOU.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/20)

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

a. How many sites with new structural storm water management facilities* have received local approval ? Unsure

*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement, catch basin sumps, etc.

b. Does the municipality utilize privately owned storm water management facilities in its pollutant reduction analysis? Yes No Unsure

c. If Yes, How many privately owned storm water management facilities were inspected in the reporting year ? Unsure

Inspections completed by private land owners should be included in the reported number.

d. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year. Unsure

- No Authority
- Verbal Warning
- Written Warning (including email)
- Notice of Violation
- Civil Penalty/ Citation
- Forfeiture of Deposit
- Complete Maintenance
- Bill Responsible Party
- Other - Describe below

- e. Brief explanation on Post-Construction Storm Water Management reporting. *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

This area is covered by local municipalities through our MOU.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/20)

Minimum Control Measures - Section 6 : Complete

6. Pollution Prevention

Storm Water Management Facility Inspections Not Applicable

- a. Enter the total number of municipally owned or operated structural storm water management facilities? Unsure
- b. How many new municipally owned storm water management facilities were installed in the reporting year? Unsure
- c. How many municipally owned storm water management facilities were inspected in the reporting year? Unsure
- d. What elements are looked at during inspections (250 character limit)?

TBD - awaiting project from consultant anticipated to be completed in 2021. Preliminary reports were supplied on 3/23/2021 is attached to this report.

- e. How many of these facilities required maintenance? Unsure
- f. Brief explanation on Storm Water Management Facility inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

All facilities were reviewed by consultant over the past year and they are still working on the analysis and final reports. To the best of our knowledge, there were no serious concerns at the sites that required immediate attention.

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review) Not Applicable

- g. How many municipal properties require a SWPPP? Unsure
- h. How many inspections of municipal properties have been conducted in the reporting year? Unsure
- i. Have amendments to the SWPPPs been made?
 Yes No Unsure
- j. If yes, describe what changes have been made. Limit response to 250 characters

and/or attach supplemental information on the attachment page:

Consultant anticipates completing report and SWPPP in 2021.

- k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Collection Services - *Street Sweeping / Cleaning Program* Not Applicable

- l. Did the municipality conduct street sweeping/cleaning during the reporting year?
 Yes No Unsure
- m. If known, how many tons of material was removed? Unsure
- n. Does the municipality have a low hazard exemption for this material?
 Yes No
- o. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?
 Yes - Explain frequency completed in spring and as-needed in summer.
 No - Explain _____
 Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* Not Applicable

- p. Did the municipality conduct catch basin sump cleaning during the reporting year?
 Yes No Unsure
- q. How many catch basin sumps were cleaned in the reporting year? Unsure
- r. If known, how many tons of material was collected? Unsure
- s. Does the municipality have a low hazard exemption for this material?
 Yes No
- t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?
 Yes- Explain frequency Periodically, as needed based on visual inspection
 No - Explain _____
 Not Applicable

Collection Services - *Leaf Collection Program* Not Applicable

Winter Road Management Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

- aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? Unsure
- ab. Provide amount of de-icing products used by month last winter season?
Solids (tons) (ex. sand, or salt-sand)

Product

Oct

Nov

Dec

Jan

Feb

Mar

<u>Salt</u>	219	324	841	917	1419	0
<u>Salt/sand mix</u>	0	0	201	54	1124	0

Liquids (gallons) (ex. brine)

	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>
<u>Brine</u>	2907	9998	21360	41689	42119	0
<u>Other</u>	36	20	620	860	681	0

- ac. Was salt applying machinery calibrated in the reporting year? Yes No Unsure
- ad. Have municipal personnel attended salt reduction strategy training in the reporting year? Yes No Unsure

<i>Training Date</i>	<i>Training Name</i>	<i># Attendance</i>

- ae. Brief explanation on Winter Road Management reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

Normal winter maintenance trainings were canceled due to pandemic, but new staff was trained on best practices for salt and brine application methods.

Internal (Staff) Education & Communication

- af. Has training or education been held for municipal or other personnel involved in implementing each of the pollution prevention program elements? Yes No Unsure

If yes, describe what training was provided (250 character limit):

no in person events, so all staff was given a quiz regarding pollution prevention and fuel containment for maintenance yards.

When: September 2020

How many attended: 65

- ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs and its requirements.

Elected Officials

Annual agenda item for Infrastructure Committee and ERC Committee

Municipal Officials

Involvement with Northcentral Wisconsin Stormwater Coalition

Appropriate Staff (such as operators, Department heads, and those that interact with public)

Annual email sent out to Parks, Highway, CWA, Building Maintenance and Conservation, Planning and Zoning (CPZ) lead staff.

- ah. Brief explanation on Internal Education reporting. *If you marked Unsure for any*

questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/20)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

a. Did the municipality update their storm sewer map this year?

Yes No Unsure

If yes, check the areas the map items that got updated or changed:

- Storm water treatment facilities
- Storm pipes
- Vegetated swales
- Outfalls
- Other - Describe below

Maps and modeling are being completely updated. Completion is anticipated for 2021, preliminary information is atta...

b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you SAVE.

Form 3400-224 (09/20)

Final Evaluation - Complete

Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
-----------------------------------	-----------------------	----------------------	-----------------

Element: Public Education and Outreach

5800	6000	6000	<u>Other</u>
------	------	------	--------------

Element: Public Involvement and Participation

500	500	500	<u>Other</u>
-----	-----	-----	--------------

Element: Illicit Discharge Detection and Elimination

200	200	200	<u>General revenue fund</u>
-----	-----	-----	-----------------------------

Element: Construction Site Pollutant Control

0	0	0	<u>General revenue fund</u>
---	---	---	-----------------------------

Element: Post-Construction Storm Water Management

50	50	50	<u>Other</u>
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Element: Pollution Prevention

10000	10000	10000	<u>General revenue fund</u>
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Other (describe)

update of modeling, maps, ponds, TMDL, etc.

25000	30000	30000	<u>General revenue fund</u>
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Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

Element is managed by Cities, Villages and Townships through MOU.

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the

municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

b: Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

Yes No Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

Yes No Unsure

Storm Water Quality Management

a. Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)? Yes No

b. If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

Status of Total Maximum Daily Loads (TMDLs) Implementation

The permittee Marathon County is subject to the following approved TMDLs: Wisconsin River Basin

The permittee intends to comply with the following permit requirements to show progress towards meeting the TMDL:

[C.3-4].a Which Compliance option does the permittee anticipate choosing?

TMDL Implementation Plan Adaptive Management Project

[C.3-4].b The Permittee is confirming that all planned efforts are on schedule to meet requirements due to the department.

- For an Adaptive Management project, a plan is required within 36 months of the TMDL approval date.
- For TMDL Implementation, updates to mapping, modeling, tabular summary, and Implementation Plan documents are required within 48 months of the TMDL approval date.)

Agree Disagree

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

pending final reports from consultant; expected to be completed in 2021.

Do not close your work until you SAVE.

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Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention
- Storm Water Quality Management
- Storm Sewer System Map
- Water Quality Concerns
- Compliance Schedule Items Due
- MS4 Program Evaluation

Do not close your work until you **SAVE**.

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

*Required Item

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Storm Sewer System Map

 File Attachment

[032321DRAFT_StormSewerMap.pdf](#)

Attach - Other Supporting Documents

AR BMPInspSum

 File Attachment

[BMPInspectionForms.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Attach - Permit Compliance Documents

IDDE Program

 File Attachment

[IllicitDischargeDetectionandEliminationDryWeatherScreening2020B
ooklet.pub](#)

PP BMPInsp

 File Attachment

[032221DRAFTMarathonCountySWPPP.pdf](#)

PCSSW Program

 File Attachment

[032321REDUCED_DRAFTMarathonStormwater.pdf](#)

EO Program

 File Attachment

[14-NCWSCStormwaterMgntEduandOutreachPlan2021.pdf](#)

EO Program

 File Attachment

[2020MinimumControlMeasures.xlsx](#)

EO Program

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

- Storm Water Management Program *(S050075-03 General Permit and S058416-04 Madison Area Group Permit shall have a written storm water management program that describes in detail how the permittee intends to comply with the permit requirements for each minimum control measure. Updated programs are due to the department by March 31, 2021.)*
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory *(S050075-03 03 General Permit and S058416-04 Madison Area Group Permit 2.6.1 - inventory due to the department by March 31, 2021.)*
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan *(S050075-03 03 General Permit and S058416-04 Madison Area Group Permit 2.6.2 – document due to the department by March 31, 2021.)*
- Total Maximum Daily Load documents *(*If applicable, see permit for due dates.)*
 - TMDL Mapping*
 - TMDL Modeling*
 - TMDL Implementation Plan*
 - Fecal Coliform Screening Parameter *
 - Fecal Coliform Inventory and Map *(S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022)*
 - Fecal Coliform Source Elimination Plan *(S050075-03 general permittees Appendix B - document due to the department by October 31, 2023)*

Missing Information

Draft and Share PDF Report with the permittee's governing body or delegated representatives.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been reviewed by the governing body or delegated representative, return to the MS4 eReporting System to submit the final report to the DNR.

[Draft and Share PDF Report](#)

Sign and Submit Your Application

Steps to Complete the signature process

1. Read and Accept the Terms and Conditions
2. Press the Submit and Send to the DNR button

NOTE: For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click [HERE](#).

Terms and Conditions

Certification: I hereby certify that I am an authorized representative of the municipality covered under Marathon County MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Signee (must check current role prior to accepting terms and conditions)

- Authorized municipal contact using WAMS ID.
- Delegation of Signature Authority (Form 3400-220) for agent signing on the behalf of the authorized municipal contact.
- Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

Name:

Title:

Authorized Signature.

- I accept the above terms and conditions.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.



Capital Improvement Plan (CIP) Project Request Form

Date of Request	04/07/2021		
Department	Solid Waste		
Contact Person	Dave Hagenbucher		
Phone	715-551-5864	Email	david.hagenbucher@co.marathon.wi.us
Project Title	Liner construction & support structures		
Location	Bluebird Ridge		
Is the project new, a repair/replacement or a continuation of an existing project?	New <input checked="" type="checkbox"/> Repair/Repl <input type="checkbox"/> Continuation <input type="checkbox"/> (see below)		

If continuation, fill in below:

Planning % complete Design/engineering % complete Construction/installation % complete

Has this request been approved by the appropriate Standing Committee or Board?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
---	------------------------------	-----------------------------

Departmental Priority (check a different priority for each project)	(High)	1	2	3	4	5	6	7	8	9	10	(Low)
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Description Summary / Scope	Expansion of Bluebird Ridge Recycling & Disposal Facility- phase 5B/6 liner construction, along with additional leachate tank and stormwater management systems.
------------------------------------	--

Relation to Other Projects (if applicable):

Expansion of Bluebird Ridge

Alternatives Considered:

<ol style="list-style-type: none"> 1. Close facility when capacity is reached in current footprint (autumn 2022) 2. 3.

Reasons Alternatives Rejected:

<ol style="list-style-type: none"> 1. Disposal contracts with municipal and business partners require that we have disposal capacity 2. 3.



Capital Project Request Form

PROJECT PURPOSE(S) - Check all that apply and please explain below:

- This project is required to meet legal, mandated or contractual obligations?
- This project will result in the protection of life and/or property and maintain/improve public health and safety?
- This project will result in reductions in expenditures (save money)?
- This project will result in a positive return for Marathon County?
- This project repairs/replaces an important existing physically deteriorated or functionally obsolete county facility, system, service or equipment?
- This project provides a new service, facility, system or equipment?
- This project would generate sufficient revenues to be essentially self-supporting in its operations?
- This project would make existing facilities or personnel more efficient or increase their use with minimal or no operating cost increase?
- This project will benefit and/or be utilized by other Marathon County departments?
- This project is consistent with an overall County plan, policy, or goal; and is necessary to complete a project that has begun or under construction?

Please explain all checked boxes below:

This form does not allow for a thorough explanation of the boxes checked. It appears to be limited to only around 180 character.



Capital Project Request Form

PROJECT COST

Estimated Cost Components		Cost Allocation Per Fiscal Year	
Preliminary Design / Study	\$0.00	If project funds can be allocated over more than 1 year, please indicate the amount to be allocated for each year below:	
Final Design and Engineering	\$50,000.00		
Land Acquisition	\$0.00	Fiscal Year 2022	Amount \$2,600,000.00
Construction / Installation	\$2,500,000	Fiscal Year	Amount \$0.00
Equipment/Furnishings	\$0.00	Fiscal Year	Amount \$0.00
Other: Contingency	\$50,000.00	Fiscal Year	Amount \$0.00
Miscellaneous Costs	\$0.00	Fiscal Year	Amount \$0.00
Project Budget (total of estimated cost components)	\$2,600,000.00	←----- (sum of above should equal) -----!	
Is this project to be funded entirely with CIP funds?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Total CIP Funding Requested		\$0.00	

If not funded entirely with CIP funds, list below any other (non-CIP) funding sources for this project	Funding Amount
• Reserves	\$2600000.00
•	\$
•	\$

ASSET LIFE, RECURRING COSTS AND RETURN ON INVESTMENT

If an existing asset (facility or equipment) is being renovated or replaced, what is the age of the existing asset in years?		
Expected service life (in years) of the existing asset, based on applicable industry standards?		
Estimated Service Life of Improvement (in years)		4
Existing Estimated Costs	Annual Operating Costs	\$1,600,000.00
	Repair / Maintenance Costs	\$300,000.00
	Other Non-Capital Costs	\$0.00
	Existing Operating Costs	\$1,900,000.00
Future Estimated Costs	Annual Operating Costs	\$1,600,000.00
	Annual Maintenance Costs	\$300,000.00
	Other Non-Capital Costs	\$0.00
	Future Operating Costs	\$1,900,000
Estimated Return on Investment (in years)		\$



Capital Project Request Form

Explain any other annual benefits to implementing this project:

Having convenient and affordable local landfill disposal services help local municipalities manage budgets and also helps build economic development opportunities.

5 YEAR FORECASTED PROJECTS (if you want a project considered please put on this list)

Program Year	Project	Description of Project	Estimated Cost
2023	close Area B	place final cap on Area B landfill	\$6,000,000.00
2023	close Phase 1/2	place final cap on Bluebrid Ridge Phase 1/2	\$2300000
2024	gas system expansion	expand gas system into Phase 5A	\$200000
2025	Phase 3/4 closure	place final cap on BRRDF Phase 3/4	\$2,500,000.00
2026	Phase 7 liner	construct liner for BRRDF	\$3,400,000.00
2026	gas system expansion	expand gas system into Phase 5B/6	\$200000
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Capital Project Request Form

Page
5 of 5

Do NOT fill out page below – for use by FCM Department

- NO CIP Funds requested – Informational Only Bring request back to CIPC next year
 Outlay (small caps) < \$30,000 or Use Budget CIP Funds – move forward to HRFPC >\$30,000

NOTES:

Project Number	<i>(Do NOT fill in – for use by F&CM Department)</i>
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COMPLETION DATE:

OR

CONTINUE NEXT YEAR:

DATE APPROVED BY HRFPC:

DATE APPROVED BY COUNTY BOARD:



Capital Improvement Plan (CIP) Project Request Form

Date of Request	04/07/2021		
Department	Solid Waste		
Contact Person	Dave Hagenbucher		
Phone	715-551-5864	Email	david.hagenbucher@co.marathon.wi.us
Project Title	Gas system expansion		
Location	Bluebird Ridge Phase 3/4		
Is the project new, a repair/replacement or a continuation of an existing project?	New <input type="checkbox"/> Repair/Repl <input type="checkbox"/> Continuation <input type="checkbox"/> (see below)		

If continuation, fill in below:

Planning % complete Design/engineering % complete Construction/installation % complete

Has this request been approved by the appropriate Standing Committee or Board?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
---	------------------------------	-----------------------------

Departmental Priority <small>(check a different priority for each project)</small>	(High)	1	2	3	4	5	6	7	8	9	10	(Low)
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Description Summary / Scope	Expand gas header into phase 3/4 and add 4 gas wells.
------------------------------------	---

Relation to Other Projects (if applicable):

Part of landfill construction and operations
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Alternatives Considered:

1. None 2. 3.

Reasons Alternatives Rejected:

1. Mandated by DNR/EPA 2. 3.



Capital Project Request Form

PROJECT PURPOSE(S) - Check all that apply and please explain below:

- This project is required to meet legal, mandated or contractual obligations?
- This project will result in the protection of life and/or property and maintain/improve public health and safety?
- This project will result in reductions in expenditures (save money)?
- This project will result in a positive return for Marathon County?
- This project repairs/replaces an important existing physically deteriorated or functionally obsolete county facility, system, service or equipment?
- This project provides a new service, facility, system or equipment?
- This project would generate sufficient revenues to be essentially self-supporting in its operations?
- This project would make existing facilities or personnel more efficient or increase their use with minimal or no operating cost increase?
- This project will benefit and/or be utilized by other Marathon County departments?
- This project is consistent with an overall County plan, policy, or goal; and is necessary to complete a project that has begun or under construction?

Please explain all checked boxes below:

[DNR/EPA permits require this expansion](#)



Capital Project Request Form

PROJECT COST

Estimated Cost Components		Cost Allocation Per Fiscal Year	
Preliminary Design / Study	\$0.00	If project funds can be allocated over more than 1 year, please indicate the amount to be allocated for each year below:	
Final Design and Engineering	\$25,000.00		
Land Acquisition	\$0.00	Fiscal Year 2022	Amount \$200,000.00
Construction / Installation	\$175,000.00	Fiscal Year	Amount \$0.00
Equipment/Furnishings	\$0.00	Fiscal Year	Amount \$0.00
Other: Contingency	\$0.00	Fiscal Year	Amount \$0.00
Miscellaneous Costs	\$0.00	Fiscal Year	Amount \$0.00
Project Budget (total of estimated cost components)	\$200,000.00	←----- (sum of above should equal) -----!	
Is this project to be funded entirely with CIP funds?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Total CIP Funding Requested		\$	

If not funded entirely with CIP funds, list below any other (non-CIP) funding sources for this project	Funding Amount
• Reserves	\$200000.00
•	\$
•	\$

ASSET LIFE, RECURRING COSTS AND RETURN ON INVESTMENT

If an existing asset (facility or equipment) is being renovated or replaced, what is the age of the existing asset in years?		
Expected service life (in years) of the existing asset, based on applicable industry standards?		
Estimated Service Life of Improvement (in years)		
Existing Estimated Costs	Annual Operating Costs	\$40,000.00
	Repair / Maintenance Costs	\$20,000.00
	Other Non-Capital Costs	\$0.00
	Existing Operating Costs	\$60,000.00
Future Estimated Costs	Annual Operating Costs	\$40,000.00
	Annual Maintenance Costs	\$20,000.00
	Other Non-Capital Costs	\$0.00
	Future Operating Costs	\$60,000.00
Estimated Return on Investment (in years)		\$



Capital Project Request Form

Explain any other annual benefits to implementing this project:

Capture greenhouse gasses for combustion and control odors

5 YEAR FORECASTED PROJECTS (if you want a project considered please put on this list)

Program Year	Project	Description of Project	Estimated Cost
20			
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Capital Project Request Form

Do NOT fill out page below – for use by FCM Department

- NO CIP Funds requested – Informational Only Bring request back to CIPC next year
 Outlay (small caps) < \$30,000 or Use Budget CIP Funds – move forward to HRFPC >\$30,000

NOTES:

Project Number	<i>(Do NOT fill in – for use by F&CM Department)</i>
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COMPLETION DATE: *OR* **CONTINUE NEXT YEAR:**

DATE APPROVED BY HRFPC:

DATE APPROVED BY COUNTY BOARD:



Rolling Stock Request Form

1. DEPARTMENT AND CONTACT INFORMATION			
Department		Solid Waste	
Submitted By	Dave Hagenbucher	Phone	715-261-
Date	April 7, 2021	Email	david.hagenbucher@co.marathon.wi.us

2. VEHICLE/EQUIPMENT REQUESTED				
Priority	# of Units	Description of Vehicle/Equipment (year, make, model)	Alternate Funding Source	Cost
1	1	Heavy-duty dual-real wheel tractor	reserve funds	65,000

3. DO ALL OF THE REPLACED VEHICLES MEET THE ROLLING STOCK CRITERIA?		
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	If not, indicate why below

4. FOR EACH VEHICLE/EQUIPMENT LISTED ABOVE INDICATE WHAT VEHICLE/EQUIPMENT IT WILL REPLACE



Capital Project Request & Charter

Priority	Description of Requested Vehicle/Equipment (listed above)	Description of Vehicle/Equipment to be Replaced	Year of Vehicle to be Replaced	Meter/Mileage of Vehicle to be Replaced
1	Heavy-duty dual-real wheel tractor	1995 Ford/New Holand	1995	35,000+ hours



Capital Improvement Plan (CIP) Project Request Form

Date of Request	04/26/2021		
Department	Parks, Recreation Forestry		
Contact Person	Jamie Polley		
Phone	715-261-1554	Email	jami.e.polley@co.marathon.wi.us
Project Title	Playground Replacement		
Location	Cherokee, Mission Lake		
Is the project new, a repair/replacement or a continuation of an existing project?	New <input type="checkbox"/>	Repair/Repl <input type="checkbox"/>	Continuation <input checked="" type="checkbox"/> (see below)

If continuation, fill in below:

Planning % complete Design/engineering % complete Construction/installation 20% complete

Has this request been approved by the appropriate Standing Committee or Board?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
---	---	-----------------------------

Departmental Priority (check a different priority for each project)	(High)	1	2	3	4	5	6	7	8	9	10	(Low)
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Description Summary / Scope	Replace 10 25+ year old playgrounds that have a typical life expectancy of 15 years that will provide safe, quality recreational opportunities to residents of Marathon Co.
------------------------------------	---

Relation to Other Projects (if applicable):

This is year 2 of a 5 year program

Alternatives Considered:

<ol style="list-style-type: none"> Continue to defer replacement Eliminate Playgrounds
--

Reasons Alternatives Rejected:

<ol style="list-style-type: none"> Playgrounds become unsafe Playgrounds are an amenity that draws users to the County Parks and adds to a high quality of life.
--



Capital Project Request Form

PROJECT PURPOSE(S) - Check all that apply and please explain below:

- This project is required to meet legal, mandated or contractual obligations?
- This project will result in the protection of life and/or property and maintain/improve public health and safety?
- This project will result in reductions in expenditures (save money)?
- This project will result in a positive return for Marathon County?
- This project repairs/replaces an important existing physically deteriorated or functionally obsolete county facility, system, service or equipment?
- This project provides a new service, facility, system or equipment?
- This project would generate sufficient revenues to be essentially self-supporting in its operations?
- This project would make existing facilities or personnel more efficient or increase their use with minimal or no operating cost increase?
- This project will benefit and/or be utilized by other Marathon County departments?
- This project is consistent with an overall County plan, policy, or goal; and is necessary to complete a project that has begun or under construction?

Please explain all checked boxes below:

The project will provide the much needed updates and maintenance that will protect users, especially children from getting hurt on unsafe equipment. Playgrounds also keep children and adults active.

As playgrounds age they require additional staff time to conduct more frequent inspections. Additional replacement parts are also required with aging facilities

Residents are drawn to new facilities and updated amenities. The County receives revenue from facility reservations and camping. New facilities will draw more renters and visitors to the parks.

The playgrounds within the County Parks are used heavily by the visitors of the park. The County playgrounds have all exceeded their useful life of 15 years and are in need of replacement to ensure users have a safe place to play.

A new playground requires less staff time for inspections and maintenance freeing up these employees to focus on other required tasks

Updating the County playgrounds is identified as high priority in the County's Comprehensive Outdoor Recreation 2020-2024 Plan.



Capital Project Request Form

PROJECT COST

Estimated Cost Components		Cost Allocation Per Fiscal Year	
Preliminary Design / Study	\$0.00	If project funds can be allocated over more than 1 year, please indicate the amount to be allocated for each year below:	
Final Design and Engineering	\$0.00		
Land Acquisition	\$0.00	Fiscal Year	Amount
Construction / Installation	\$0.00	2022	\$200,000.00
Equipment/Furnishings	\$460,000.00	2023	\$110,000.00
Other: Contingency	\$0.00	2024	\$150,000.00
Miscellaneous Costs	\$0.00		\$460,000.00
Project Budget (total of estimated cost components)	\$460,000.00	←----- (sum of above should equal)-----!	
Is this project to be funded entirely with CIP funds?			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Total CIP Funding Requested		\$200,000.00	

If not funded entirely with CIP funds, list below any other (non-CIP) funding sources for this project	Funding Amount
• Grants sought when available	\$
• Donations sought when available	\$
•	\$

ASSET LIFE, RECURRING COSTS AND RETURN ON INVESTMENT

If an existing asset (facility or equipment) is being renovated or replaced, what is the age of the existing asset in years?	25
Expected service life (in years) of the existing asset, based on applicable industry standards?	15
Estimated Service Life of Improvement (in years)	20
Existing Estimated Costs	
Annual Operating Costs	\$0.00
Repair / Maintenance Costs	\$1,400.00
Other Non-Capital Costs	\$0.00
Existing Operating Costs	\$0.00



Capital Project Request Form

Future Estimated Costs	Annual Operating Costs	\$0.00
	Annual Maintenance Costs	\$1,000.00
	Other Non-Capital Costs	\$0.00
	Future Operating Costs	\$0.00
Estimated Return on Investment (in years)		\$

Explain any other annual benefits to implementing this project:

Updating the park facilities will in turn bring more users to the park increasing revenue and the value of the park system.

5 YEAR FORECASTED PROJECTS (if you want a project considered please put on this list)

Program Year	Project	Description of Project	Estimated Cost
2023	Playground Replacement	Replace aging playgrounds to meet safety and code requirements	\$110,000.00
2024	Playground Replacement	Replace aging playgrounds to meet safety and code requirements	\$150,000.00
2023	Restroom Replacement	Continue replacing the restrooms that are failing	\$50,000.00
2024	Restroom Replacement	Continue replacing the restrooms that are failing	\$50,000.00
2025	Restroom Replacement	Continue replacing the restrooms that are failing	\$50,000.00
2023	BEP Road Repairs	Continue to repair the road until the whole road has been rebuilt to current standards	\$200,000.00
2024	BEP Road Repairs	Continue to repair the road until the whole road has been rebuilt to current standards	\$200,000.00
2025	BEP Road Repairs	Continue to repair the road until the whole road has been rebuilt to current standards	\$200,000.00
2023	Rib Falls Park Devel	Funding to complete the development of Rib Falls Park	\$500,000.00
2023	BEP Horse Camping	Install a campground that can accommodate horse trailers and horses	\$350,000.00
2023	System Master Plan	Develop a master plan for specific parks within the County system	\$120,000.00
2023	Marathon Park Improv	Improvements to Marathon Park based on the recommendations of the West End Plan	\$300,000.00
2025	New Ice Arena	Replace the existing ice arena with a new two sheet facility. Joint Public/private	\$10,000,000.00
20			
20			



Capital Project Request Form

Do NOT fill out page below – for use by FCM Department

- NO CIP Funds requested – Informational Only Bring request back to CIPC next year
 Outlay (small caps) < \$30,000 or Use Budget CIP Funds – move forward to HRFPC >\$30,000

NOTES:

Project Number

<i>(Do NOT fill in – for use by F&CM Department)</i>
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COMPLETION DATE:

OR

CONTINUE NEXT YEAR:



Capital Project Request Form

DATE APPROVED BY HRFPC:

DATE APPROVED BY COUNTY BOARD:



Capital Improvement Plan (CIP) Project Request Form

Date of Request	04/26/2021		
Department	Parks, Recreation Forestry		
Contact Person	Jamie Polley		
Phone	715-261-1554	Email	jamie.polley@co.marathon.wi.us
Project Title	Restroom Replacement		
Location	Bluegill Bay, DC Everest Park		
Is the project new, a repair/replacement or a continuation of an existing project?	New <input type="checkbox"/>	Repair/Repl <input type="checkbox"/>	Continuation <input checked="" type="checkbox"/> (see below)

If continuation, fill in below:

Planning % complete Design/engineering % complete Construction/installation 70% complete

Has this request been approved by the appropriate Standing Committee or Board?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
---	---	-----------------------------

Departmental Priority (check a different priority for each project)	(High)	1	2	3	4	5	6	7	8	9	10	(Low)
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Description Summary / Scope	Replace 3 to 4 Vault toilets yearly with pre-engineered precast concrete structures with sealed vaults. The existing toilet building vaults are leaking or subject to leaking due to cinder block c
------------------------------------	---

Relation to Other Projects (if applicable):

This is year 3 of a 6 year program

Alternatives Considered:

<ol style="list-style-type: none"> Continue to defer replacement Replace with flushable systems with septic

Reasons Alternatives Rejected:

<ol style="list-style-type: none"> Risk to ground water Cost prohibitive
--



Capital Project Request Form

PROJECT PURPOSE(S) - Check all that apply and please explain below:

- This project is required to meet legal, mandated or contractual obligations?
- This project will result in the protection of life and/or property and maintain/improve public health and safety?
- This project will result in reductions in expenditures (save money)?
- This project will result in a positive return for Marathon County?
- This project repairs/replaces an important existing physically deteriorated or functionally obsolete county facility, system, service or equipment?
- This project provides a new service, facility, system or equipment?
- This project would generate sufficient revenues to be essentially self-supporting in its operations?
- This project would make existing facilities or personnel more efficient or increase their use with minimal or no operating cost increase?
- This project will benefit and/or be utilized by other Marathon County departments?
- This project is consistent with an overall County plan, policy, or goal; and is necessary to complete a project that has begun or under construction?

Please explain all checked boxes below:

The project will provide the much needed updates and maintenance to the restrooms that will protect users from any harm of the facility or leaking of the facility into the soil/water.

As restrooms age they require additional staff time to conduct more frequent inspections and maintenance. Additional replacement parts are also required with aging facilities

Residents are drawn to new facilities and updated amenities. The County receives revenue from facility reservations and camping. New facilities will draw more renters and visitors to the parks.

The restrooms within the County Parks are used heavily by the visitors of the park. The County restrooms have all exceeded their useful life of 15 years and are in need of replacement. Some facilities are leaking into the ground/water.

New restrooms require less staff time for inspections and maintenance freeing up these employees to focus on other required tasks

Updating the County restrooms is identified as high priority in the County's Comprehensive Outdoor Recreation 2020-2024 Plan.



Capital Project Request Form

PROJECT COST

Estimated Cost Components		Cost Allocation Per Fiscal Year	
Preliminary Design / Study	\$0.00	If project funds can be allocated over more than 1 year, please indicate the amount to be allocated for each year below:	
Final Design and Engineering	\$0.00		
Land Acquisition	\$0.00	Fiscal Year	Amount
Construction / Installation	\$200,000.00	2022	\$50,000.00
Equipment/Furnishings	\$0.00	2023	\$50,000.00
Other: Contingency	\$0.00	2024	\$50,000.00
Miscellaneous Costs	\$0.00	2025	\$50,000.00
Project Budget (total of estimated cost components)	\$200,000.00	←----- (sum of above should equal)-----!	
Is this project to be funded entirely with CIP funds?			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Total CIP Funding Requested		\$50,000.00	

If not funded entirely with CIP funds, list below any other (non-CIP) funding sources for this project	Funding Amount
• Grants sought when available	\$
• Donations sought when available	\$
•	\$

ASSET LIFE, RECURRING COSTS AND RETURN ON INVESTMENT

If an existing asset (facility or equipment) is being renovated or replaced, what is the age of the existing asset in years?	25
Expected service life (in years) of the existing asset, based on applicable industry standards?	
Estimated Service Life of Improvement (in years)	25
Existing Estimated Costs	
Annual Operating Costs	\$0.00
Repair / Maintenance Costs	\$600.00
Other Non-Capital Costs	\$0.00
Existing Operating Costs	\$0.00



Capital Project Request Form

Future Estimated Costs	Annual Operating Costs	\$0.00
	Annual Maintenance Costs	\$300.00
	Other Non-Capital Costs	\$0.00
	Future Operating Costs	\$0.00
Estimated Return on Investment (in years)		\$

Explain any other annual benefits to implementing this project:

Updating the park facilities will in turn bring more users to the park increasing revenue and the value of the park system.

5 YEAR FORECASTED PROJECTS (if you want a project considered please put on this list)

Program Year	Project	Description of Project	Estimated Cost
2023	Playground Replacement	Replace aging playgrounds to meet safety and code requirements	\$110,000.00
2024	Playground Replacement	Replace aging playgrounds to meet safety and code requirements	\$150,000.00
2023	Restroom Replacement	Continue replacing the restrooms that are failing	\$50,000.00
2024	Restroom Replacement	Continue replacing the restrooms that are failing	\$50,000.00
2025	Restroom Replacement	Continue replacing the restrooms that are failing	\$50,000.00
2023	BEP Road Repairs	Continue to repair the road until the whole road has been rebuilt to current standards	\$200,000.00
2024	BEP Road Repairs	Continue to repair the road until the whole road has been rebuilt to current standards	\$200,000.00
2025	BEP Road Repairs	Continue to repair the road until the whole road has been rebuilt to current standards	\$200,000.00
2023	Rib Falls Park Devel	Funding to complete the development of Rib Falls Park	\$500,000.00
2023	BEP Horse Camping	Install a campground that can accommodate horse trailers and horses	\$350,000.00
2023	System Master Plan	Develop a master plan for specific parks within the County system	\$120,000.00
2023	Marathon Park Improv	Improvements to Marathon Park based on the recommendations of the West End Plan	\$300,000.00
2025	New Ice Arena	Replace the existing ice arena with a new two sheet facility. Joint Public/private	\$10,000,000.00
20			
20			



Capital Project Request Form

Do NOT fill out page below – for use by FCM Department

- NO CIP Funds requested – Informational Only Bring request back to CIPC next year
 Outlay (small caps) < \$30,000 or Use Budget CIP Funds – move forward to HRFPC >\$30,000

NOTES:

Project Number

<i>(Do NOT fill in – for use by F&CM Department)</i>
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COMPLETION DATE:

OR

CONTINUE NEXT YEAR:



Capital Project Request Form

Page
6 of 6

DATE APPROVED BY HRFPC:

DATE APPROVED BY COUNTY BOARD:



Capital Improvement Plan (CIP) Project Request Form

Date of Request	04/26/2021		
Department	Parks, Recreation Forestry		
Contact Person	Jamie Polley		
Phone	715-261-1554	Email	jamie.polley@co.marathon.wi.us
Project Title	Big Eau Pleine Road Repairs		
Location	Big Eau Pleine Park		
Is the project new, a repair/replacement or a continuation of an existing project?	New <input type="checkbox"/> Repair/Repl <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> (see below)		

If continuation, fill in below:

Planning % complete Design/engineering % complete Construction/installation 25% complete

Has this request been approved by the appropriate Standing Committee or Board?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
---	---

Departmental Priority (check a different priority for each project)	(High)	1	2	3	4	5	6	7	8	9	10	(Low)
		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Description Summary / Scope	Continue to repair the failing park road from the A-frame into the park.
------------------------------------	--

Relation to Other Projects (if applicable):

This is an ongoing project. The original road was not built to today's road standards

Alternatives Considered:

<ol style="list-style-type: none"> 1. Continue to defer maintenance 2. Complete reconstruction of full road 3.

Reasons Alternatives Rejected:

<ol style="list-style-type: none"> 1. Road is deteriorating quickly 2. Full constructing 3.
--



Capital Project Request Form

PROJECT PURPOSE(S) - Check all that apply and please explain below:

- This project is required to meet legal, mandated or contractual obligations?
- This project will result in the protection of life and/or property and maintain/improve public health and safety?
- This project will result in reductions in expenditures (save money)?
- This project will result in a positive return for Marathon County?
- This project repairs/replaces an important existing physically deteriorated or functionally obsolete county facility, system, service or equipment?
- This project provides a new service, facility, system or equipment?
- This project would generate sufficient revenues to be essentially self-supporting in its operations?
- This project would make existing facilities or personnel more efficient or increase their use with minimal or no operating cost increase?
- This project will benefit and/or be utilized by other Marathon County departments?
- This project is consistent with an overall County plan, policy, or goal; and is necessary to complete a project that has begun or under construction?

Please explain all checked boxes below:

We currently spend a good amount of time and money to temporarily patch the deteriorating road. A new road will reduce these expenditures and require less maintenance.

Having a road that is easy to navigate with campers and large trails enhances the experience and brings people back to use the park more often. Camping revenue is one of the department's largest revenue streams.

The Big Eau Pleine Park road is heavily traveled by the visitors of the park. The road was not originally built to road standards. This project is to rebuild sections of the road over time so the entire road will eventually be a road that meets today's current road standards.

A new road requires less staff time for inspections and maintenance freeing up these employees to focus on other required tasks

Updating the BEP park road is identified as high priority in the County's Comprehensive Outdoor Recreation 2020-2024 Plan.



Capital Project Request Form

PROJECT COST

Estimated Cost Components		Cost Allocation Per Fiscal Year	
Preliminary Design / Study	\$0.00	If project funds can be allocated over more than 1 year, please indicate the amount to be allocated for each year below:	
Final Design and Engineering	\$0.00		
Land Acquisition	\$0.00	Fiscal Year 2022	Amount \$250,000.00
Construction / Installation	\$250,000.00	Fiscal Year	Amount \$0.00
Equipment/Furnishings	\$0.00	Fiscal Year	Amount \$0.00
Other: Contingency	\$0.00	Fiscal Year	Amount \$0.00
Miscellaneous Costs	\$0.00	Fiscal Year	Amount \$0.00
Project Budget (total of estimated cost components)	\$250,000.00	←----- (sum of above should equal)-----!	
Is this project to be funded entirely with CIP funds?			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Total CIP Funding Requested		\$250,000.00	

If not funded entirely with CIP funds, list below any other (non-CIP) funding sources for this project	Funding Amount
•	\$
•	\$
•	\$

ASSET LIFE, RECURRING COSTS AND RETURN ON INVESTMENT

If an existing asset (facility or equipment) is being renovated or replaced, what is the age of the existing asset in years?	30
Expected service life (in years) of the existing asset, based on applicable industry standards?	2
Estimated Service Life of Improvement (in years)	25
Existing Estimated Costs	Annual Operating Costs \$0.00
	Repair / Maintenance Costs \$5,000.00
	Other Non-Capital Costs \$0.00
	Existing Operating Costs \$0.00
Future Estimated Costs	Annual Operating Costs \$0.00
	Annual Maintenance Costs \$2000.00
	Other Non-Capital Costs \$0.00
	Future Operating Costs \$0.00
Estimated Return on Investment (in years)	\$



Capital Project Request Form

Explain any other annual benefits to implementing this project:

The road will be navigable inviting visitors into the park and increasing the use of the park. There is a high potential that our Department can work with the Highway Department on this project to inc

5 YEAR FORECASTED PROJECTS (if you want a project considered please put on this list)

Program Year	Project	Description of Project	Estimated Cost
2023	Playground Replacement	Replace aging playgrounds to meet safety and code requirements	\$110,000.00
2024	Playground Replacement	Replace aging playgrounds to meet safety and code requirements	\$150,000.00
2023	Restroom Replacement	Continue replacing the restrooms that are failing	\$50,000.00
2024	Restroom Replacement	Continue replacing the restrooms that are failing	\$50,000.00
2025	Restroom Replacement	Continue replacing the restrooms that are failing	\$50,000.00
2023	BEP Road Repairs	Continue to repair the road until the whole road has been rebuilt to current standards	\$200,000.00
2024	BEP Road Repairs	Continue to repair the road until the whole road has been rebuilt to current standards	\$200,000.00
2025	BEP Road Repairs	Continue to repair the road until the whole road has been rebuilt to current standards	\$200,000.00
2023	Rib Falls Park Devel	Funding to complete the development of Rib Falls Park	\$500,000.00
2023	BEP Horse Camping	Install a campground that can accommodate horse trailers and horses	\$350,000.00
2023	System Master Plan	Develop a master plan for specific parks within the County system	\$120,000.00
2023	Marathon Park Improv	Improvements to Marathon Park based on the recommendations of the West End Plan	\$300,000.00
2025	New Ice Arena	Replace the existing ice arena with a new two sheet facility. Joint Public/private	\$10,000,000.00
20			
20			



Capital Project Request Form

Do NOT fill out page below – for use by FCM Department

- NO CIP Funds requested – Informational Only Bring request back to CIPC next year
 Outlay (small caps) < \$30,000 or Use Budget CIP Funds – move forward to HRFPC >\$30,000

NOTES:

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Project Number	<i>(Do NOT fill in – for use by F&CM Department)</i>
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COMPLETION DATE: *OR* **CONTINUE NEXT YEAR:**

DATE APPROVED BY HRFPC:

DATE APPROVED BY COUNTY BOARD:



Capital Improvement Plan (CIP) Project Request Form

Date of Request	04/26/2021		
Department	Parks, Recreation Forestry		
Contact Person	Jamie Polley		
Phone	715-261-1554	Email	jamie.polley@co.marathon.wi.us
Project Title	Cattle Barn 1 & 2 Roof Replacement		
Location			
Is the project new, a repair/replacement or a continuation of an existing project?	New <input checked="" type="checkbox"/>	Repair/Repl <input type="checkbox"/>	Continuation <input type="checkbox"/> (see below)

If continuation, fill in below:

Planning % complete Design/engineering % complete Construction/installation % complete

Has this request been approved by the appropriate Standing Committee or Board?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
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Departmental Priority (check a different priority for each project)	(High)	1	2	3	4	5	6	7	8	9	10	(Low)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Description Summary / Scope	The roofs on the Cattle Barns in Marathon Park have reached their useful life and beyond.
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Relation to Other Projects (if applicable):

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Alternatives Considered:

<ol style="list-style-type: none"> 1. Defer maintenance and repair 2. Replace only one at a time 3.
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Reasons Alternatives Rejected:

<ol style="list-style-type: none"> 1. Roofs are beyond their life already and will continue to deteriorate 2. We could replace one at a time however there could be cost savings in doing both buildings and they are connected 3.



Capital Project Request Form

PROJECT PURPOSE(S) - Check all that apply and please explain below:

- This project is required to meet legal, mandated or contractual obligations?
- This project will result in the protection of life and/or property and maintain/improve public health and safety?
- This project will result in reductions in expenditures (save money)?
- This project will result in a positive return for Marathon County?
- This project repairs/replaces an important existing physically deteriorated or functionally obsolete county facility, system, service or equipment?
- This project provides a new service, facility, system or equipment?
- This project would generate sufficient revenues to be essentially self-supporting in its operations?
- This project would make existing facilities or personnel more efficient or increase their use with minimal or no operating cost increase?
- This project will benefit and/or be utilized by other Marathon County departments?
- This project is consistent with an overall County plan, policy, or goal; and is necessary to complete a project that has begun or under construction?

Please explain all checked boxes below:

Buildings are used year round by the fair and other community organizations for special events. The department utilized the barns in the winter for our storage program. The project will provide the much needed updates and maintenance that will protect users from an aging roof.

The aging roofs require additional staff time to conduct more frequent inspections. Additional time and materials are needed to patch different areas.

The buildings within the County Parks are used heavily by the visitors of the park. The roof on the cattle barns have exceeded their useful life of 30 years.

A new roof requires less staff time for inspections and maintenance freeing up these employees to focus on other required tasks

Although not a County department, the Marathon County fair utilizes this building for the annual fair.

Updating the County historical structures is identified as high priority in the County's Comprehensive Outdoor Recreation 2020-2024 Plan.



Capital Project Request Form

PROJECT COST

Estimated Cost Components		Cost Allocation Per Fiscal Year	
Preliminary Design / Study	\$0.00	If project funds can be allocated over more than 1 year, please indicate the amount to be allocated for each year below:	
Final Design and Engineering	\$0.00		
Land Acquisition	\$0.00	Fiscal Year 2022	Amount \$80,000.00
Construction / Installation	\$80,000.00	Fiscal Year	Amount \$0.00
Equipment/Furnishings	\$0.00	Fiscal Year	Amount \$0.00
Other: Contingency	\$0.00	Fiscal Year	Amount \$0.00
Miscellaneous Costs	\$0.00	Fiscal Year	Amount \$0.00
Project Budget (total of estimated cost components)	\$80,000.00	←----- (sum of above should equal)-----!	
Is this project to be funded entirely with CIP funds?			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Total CIP Funding Requested		\$80,000.00	

If not funded entirely with CIP funds, list below any other (non-CIP) funding sources for this project	Funding Amount
•	\$
•	\$
•	\$

ASSET LIFE, RECURRING COSTS AND RETURN ON INVESTMENT

If an existing asset (facility or equipment) is being renovated or replaced, what is the age of the existing asset in years?		
Expected service life (in years) of the existing asset, based on applicable industry standards?		30 years
Estimated Service Life of Improvement (in years)		
Existing Estimated Costs	Annual Operating Costs	\$0.00
	Repair / Maintenance Costs	\$1,500.00
	Other Non-Capital Costs	\$0.00
	Existing Operating Costs	\$0.00

Future Estimated Costs	Annual Operating Costs	\$0.00
	Annual Maintenance Costs	\$200.00
	Other Non-Capital Costs	\$0.00
	Future Operating Costs	\$0.00
Estimated Return on Investment (in years)		\$



Capital Project Request Form

Explain any other annual benefits to implementing this project:

The maintenacne to the roofs is identified in the 2020-2024 Comprehensive outdoor recreation plan.

5 YEAR FORECASTED PROJECTS (if you want a project considered please put on this list)

Program Year	Project	Description of Project	Estimated Cost
2023	Playground Replacement	Replace aging playgrounds to meet safety and code requirements	\$110,000.00
2024	Playground Replacement	Replace aging playgrounds to meet safety and code requirements	\$150,000.00
2023	Restroom Replacement	Continue replacing the restrooms that are failing	\$50,000.00
2024	Restroom Replacement	Continue replacing the restrooms that are failing	\$50,000.00
2025	Restroom Replacement	Continue replacing the restrooms that are failing	\$50,000.00
2023	BEP Road Repairs	Continue to repair the road until the whole road has been rebuilt to current standards	\$200,000.00
2024	BEP Road Repairs	Continue to repair the road until the whole road has been rebuilt to current standards	\$200,000.00
2025	BEP Road Repairs	Continue to repair the road until the whole road has been rebuilt to current standards	\$200,000.00
2023	Rib Falls Park Devel	Funding to complete the development of Rib Falls Park	\$500,000.00
2023	BEP Horse Camping	Install a campground that can accommodate horse trailers and horses	\$350,000.00
2023	System Master Plan	Develop a master plan for specific parks within the County system	\$120,000.00
2023	Marathon Park Improv	Improvements to Marathon Park based on the recommendations of the West End Plan	\$300,000.00
2025	New Ice Arena	Replace the existing ice arena with a new two sheet facility. Joint Public/private	\$10,000,000.00
20			
20			



Capital Project Request Form

Do NOT fill out page below – for use by FCM Department

- NO CIP Funds requested – Informational Only
- Bring request back to CIPC next year
- Outlay (small caps) < \$30,000 or Use Budget
- CIP Funds – move forward to HRFPC >\$30,000

NOTES:

Project Number	<i>(Do NOT fill in – for use by F&CM Department)</i>
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COMPLETION DATE: *OR* **CONTINUE NEXT YEAR:**

DATE APPROVED BY HRFPC:

DATE APPROVED BY COUNTY BOARD:



Capital Improvement Plan (CIP) Project Request Form

Date of Request	04/26/2021		
Department	Parks, Recreation Forestry		
Contact Person	Jamie Polley		
Phone	715-261-1554	Email	jamie.polley@co.marathon.wi.us
Project Title	Mission Lake East Parking Lot Pavement Replacement		
Location	Mission Lake Park		
Is the project new, a repair/replacement or a continuation of an existing project?	New <input checked="" type="checkbox"/> Repair/Repl <input type="checkbox"/> Continuation <input type="checkbox"/> (see below)		

If continuation, fill in below:

Planning % complete Design/engineering % complete Construction/installation % complete

Has this request been approved by the appropriate Standing Committee or Board?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
---	---

Departmental Priority (check a different priority for each project)	(High)	1	2	3	4	5	6	7	8	9	10	(Low)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Description Summary / Scope	The east parking lot at Mission Lake Park is deteriorating and in need of repair or replacement. It is beyond the expected life expectancy.
------------------------------------	---

Relation to Other Projects (if applicable):

Alternatives Considered:

1. [Defer repairs or replacement](#)
- 2.
- 3.

Reasons Alternatives Rejected:

1. [Lot will continue to deteriorate](#)
- 2.
- 3.



Capital Project Request Form

PROJECT PURPOSE(S) - Check all that apply and please explain below:

- This project is required to meet legal, mandated or contractual obligations?
- This project will result in the protection of life and/or property and maintain/improve public health and safety?
- This project will result in reductions in expenditures (save money)?
- This project will result in a positive return for Marathon County?
- This project repairs/replaces an important existing physically deteriorated or functionally obsolete county facility, system, service or equipment?
- This project provides a new service, facility, system or equipment?
- This project would generate sufficient revenues to be essentially self-supporting in its operations?
- This project would make existing facilities or personnel more efficient or increase their use with minimal or no operating cost increase?
- This project will benefit and/or be utilized by other Marathon County departments?
- This project is consistent with an overall County plan, policy, or goal; and is necessary to complete a project that has begun or under construction?

Please explain all checked boxes below:

Current pavement is repaired on an ongoing basis requiring staff time and increased maintenance costs.

Residents are drawn to new facilities and updated amenities. The County receives revenue from facility reservations and camping. New facilities will draw more renters and visitors to the parks.

A new parking lot requires less staff time for inspections and maintenance freeing up these employees to focus on other required tasks

Repair or replacement is identified as a medium priority in the County Comprehensive 2020-2024 Outdoor Recreation Plan.



Capital Project Request Form

PROJECT COST

Estimated Cost Components		Cost Allocation Per Fiscal Year	
Preliminary Design / Study	\$0.00	If project funds can be allocated over more than 1 year, please indicate the amount to be allocated for each year below:	
Final Design and Engineering	\$0.00		
Land Acquisition	\$0.00	Fiscal Year 2022	Amount \$30,000.00
Construction / Installation	\$30,000.00	Fiscal Year	Amount \$0.00
Equipment/Furnishings	\$0.00	Fiscal Year	Amount \$0.00
Other: Contingency	\$0.00	Fiscal Year	Amount \$0.00
Miscellaneous Costs	\$0.00	Fiscal Year	Amount \$0.00
Project Budget (total of estimated cost components)	\$30,000.00	←----- (sum of above should equal)-----!	
Is this project to be funded entirely with CIP funds?			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Total CIP Funding Requested		\$30000	

If not funded entirely with CIP funds, list below any other (non-CIP) funding sources for this project	Funding Amount
•	\$
•	\$
•	\$

ASSET LIFE, RECURRING COSTS AND RETURN ON INVESTMENT

If an existing asset (facility or equipment) is being renovated or replaced, what is the age of the existing asset in years?		
Expected service life (in years) of the existing asset, based on applicable industry standards?		
Estimated Service Life of Improvement (in years)		
Existing Estimated Costs	Annual Operating Costs	\$0.00
	Repair / Maintenance Costs	\$1,200.00
	Other Non-Capital Costs	\$0.00
	Existing Operating Costs	\$0.00
Future Estimated Costs	Annual Operating Costs	\$0.00
	Annual Maintenance Costs	\$600.00
	Other Non-Capital Costs	\$0.00
	Future Operating Costs	\$0.00
Estimated Return on Investment (in years)		\$



Capital Project Request Form

Page
4 of 6

Explain any other annual benefits to implementing this project:

Repair or replacement is identified as a medium priority in the 20-24 CORP

5 YEAR FORECASTED PROJECTS (if you want a project considered please put on this list)



Capital Project Request Form

Program Year	Project	Description of Project	Estimated Cost
2023	Playground replacement	Continue annual playground replacment until the playgrounds are new and meeting code	\$110,000.00
2024	Playground replacement	Continue annual playground replacment until the playgrounds are new and meeting code	\$150,000.00
2023	Restroom Replacement	Continue replacing the restrooms that are failing	\$50,000.00
2024	Restroom Replacement	Continue replacing the restrooms that are failing	\$50,000.00
2025	Restroom Replacement	Continue replacing the restrooms that are failing	\$50,000.00
2023	Big Eau Pleine Road Repairs	Continue to repair the road until the whole road has been rebuilt to current road standards	\$200,000.00
2024	Big Eau Pleine Road Repairs	Continue to repair the road until the whole road has been rebuilt to current road standards	\$200,000.00
2025	Big Eau Pleine Road Repairs	Continue to repair the road until the whole road has been rebuilt to current road standards	\$200,000.00
2023	Rib Falls Park Development	Funding to complete the development of Rib Falls Park	\$500,000.00
2023	BEP Horse Camping	Install a campground that can accommodate horse trailers and horses	\$350,000.00
2023	System Master Plan	Develop a master plan for specific parks within the County park system	\$120,000.00
2023	Marathon Park Improvements	Improvement to Marathon Park based on the recommendation of the results of the West End Master Plan	\$300,000.00
2025	New Ice Arena	Replace the existing ice arena with a new two sheet facility. Joint effort of public/private partnerships	\$10,000,000.00
20			
20			

Do NOT fill out page below – for use by FCM Department



Capital Project Request Form

- NO CIP Funds requested – Informational Only Bring request back to CIPC next year
 Outlay (small caps) < \$30,000 or Use Budget CIP Funds – move forward to HRFPC >\$30,000

NOTES:

Project Number	<i>(Do NOT fill in – for use by F&CM Department)</i>
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COMPLETION DATE: _____ *OR* **CONTINUE NEXT YEAR:** _____

DATE APPROVED BY HRFPC: _____

DATE APPROVED BY COUNTY BOARD: _____

	Rolling Stock Request Form	Page 1 of 1
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1. DEPARTMENT AND CONTACT INFORMATION			
Department	Parks, Recreation Forestry		
Submitted By	Jamie Polley	Phone	715-261-1554
Date	April 27, 2021	Email	jamie.polley@co.marathon.wi.us

2. VEHICLE/EQUIPMENT REQUESTED				
Priority	# of Units	Description of Vehicle/Equipment (year, make, model)	Alternate Funding Source	Cost
1	1	Hi-Ranger Aerial Lift		160,000.00
2	1	Dump Truck w/ plow and sander		155,000.00
3	1	F-350 I Ton Crew Cab		34,400.00
4	1	Road Boss Grader		3,900.00
5	1	Low Profile Flatbed		12,650.00
6	1	1/2 Ton 4WD		29,250.00

3. DO ALL OF THE REPLACED VEHICLES MEET THE ROLLING STOCK CRITERIA?
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If not, indicate why below

4. FOR EACH VEHICLE/EQUIPMENT LISTED ABOVE INDICATE WHAT VEHICLE/EQUIPMENT IT WILL REPLACE				
Priority	Description of Requested Vehicle/Equipment (listed above)	Description of Vehicle/Equipment to be Replaced	Year of Vehicle to be Replaced	Meter/Mileage of Vehicle to be Replaced
1	Hi-Ranger Aerial Lift	#4 Hi-Ranger Aerial Lift	2009	
2	Dump Truck - plow & sander	#2 Dump Truck- plow & sander	2008	
3	F-350 I Ton Crew Cab	#29 F-350 I Ton Crew Cab	2008	
4	Road Boss Grader	Road Boss Grader	2005	
5	Low Profile Flatbed	T-29 Gooseneck Trailer	1997	
6	1/2 Ton 4WD	#25 Chevy Impala	2010	