



# MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE AGENDA

**Date & Time of Meeting:** Thursday, March 5, 2020 at 3:00 p.m.

**Meeting Location:** 212 River Drive, Room 5, Wausau WI 54403

**Committee Members:** Jacob Langenhahn - Chair ; Randy Fifrick -Vice-chair; Rick Seefeldt, Allen Drabek, Jim Bove, Sara Guild, 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.*

**1. Call meeting to order**

**2. Public Comment (15 minute limit)**

**3. Approval of February 6, 2020 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. Norman and Marlys Tremelling on behalf of Larry and Clifford Eckes - L-I Light Industrial, R-R Rural Residential and R-E Rural Estate to R-R Rural Residential – Town of Spencer
2. Jerrod Kautza and Gerald and Diane Resch – L-D-R Low Density Residential, R-R Rural Residential and G-A General Agriculture to R-E Rural Estate – Town of Plover
3. Dan Higginbotham, Plover River Land Co., on behalf of David and Patricia Tomson – G-A General Agriculture to R-R Rural Residential – Town of Plover
4. Public testimony on text amendment changes to the General Code of Ordinances for Marathon County Chapter 11.02 Animal Waste Management Ordinance

B. Review and Possible Recommendations to County Board for its Consideration

1. Resolution: Consider the Purchase of the CERES Timber Property LLC Property for County Forest
2. Resolution: Adopting Marathon County Solid Waste Management Board Strategic Plan 2020-2025
3. Resolution: Authorize responsible representative for DNR Grant

C. Review and Possible Action

1. Stone Horizon Final Plat

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

- A. 2019 County Forest Division Annual Report
- B. MS4 Storm Water Management grant project

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

- A. Legislative and Budget Report: current and future legislative initiatives

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

- A. Committee members are asked to bring ideas for future discussion
- B. Announcements/Requests/Correspondence

**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 or e-mail [infomarathon@mail.co.marathon.wi.us](mailto:infomarathon@mail.co.marathon.wi.us) one business day before the meeting.**

SIGNED \_\_\_\_\_

*Rebecca J. Frisch*  
Presiding Officer or Designee

NOTICE POSTED AT COURTHOUSE:

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: February 27, 2020  
Time: 1:00 pm  
By: cek  
Date/Time/By: \_\_\_\_\_

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 Thursday, March 5, 2020 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 Norman and Marlys Tremelling on behalf of Larry and Clifford Eckes to amend the Marathon County Zoning Ordinance to rezone lands from L-I Light Industrial to R-R Rural Residential and R-E Rural Estate to R-R Rural Residential described as part of the NW ¼ of the SE ¼, and SW¼ of the NE ¼ of Section 22, Township 26 North, Range 02 East, Town of Spencer. Proposed area to be rezoned from L-I to R-R is part of the parent parcel PIN# 074-2602-224-0994, described as Lot 2 on the Preliminary Certified Survey Map (CSM). Whereas, the areas proposed to be rezoned from R-E to R-R are part of parent parcel PIN# 074-2602-221-0992 described as Lot 1 and all of the existing parent parcel PIN# 074-2602-221-0971 described as Lot 2 on the preliminary CSM. Associated with addresses of 203929 State Highway 13, Marshfield WI 54449 and 203910 Merkel Road, Marshfield WI 54449.
2. The petition of Jerrod Kautza and Gerald & Diane Resch to amend the Marathon County Zoning Ordinance to rezone lands from L-D-R (Low Density Residential), R-R (Rural Residential), and G-A (General Agriculture) to R-E (Rural Estate) on properties described as part of the NW ¼ of the NW ¼ of Section 01, Township 29 North, Range 10 East, Town of Plover. Proposed as Lot #1 (5.48 Acres) of the Preliminary Certified Survey Map submitted by Cornerstone Surveying. Areas described to be rezoned consist of part of parent parcel PIN# 062-2910-012-0997 with the site address of 184377 State Highway 52, Aniwa WI 54408, as well as all of parent parcels PIN # 062-2910-012-0995 and PIN# 062-2910-012-0996 with a property address 238401 Hatchery Road, Aniwa WI 54408.
3. The petition of Dan Higginbotham, Plover River Land Co. on behalf of David and Patricia Tomson to amend the Marathon County Zoning Ordinance to rezone lands from G-A General Agriculture to R-R Rural Residential, on properties described as part of the NW ¼ of the NW ¼ of Section 25, Township 29 North, Range 10 East, Town of Plover. Proposed area to be rezoned is described as Lot #1 (3.61 Acres) on the Preliminary Certified Survey Map submitted by Plover River Land Co. Areas to be rezoned consist of part of parent parcel PIN # 062-2910-252-0992.
4. The petition of Rebecca Frisch, Conservation, Planning, and Zoning (CPZ) Director, for text amendment changes to the General Code of Ordinance for Marathon County Chapter 11.02 Animal Waste Management Ordinance Code. The text amendments may be viewed online at <https://bit.ly/2sESOhp>, or at the Marathon County Conservation Planning and Zoning Office, 210 River Drive, Wausau WI 54403. Copies may be obtained by contacting the CPZ Department at 210 River Drive, Wausau WI 54403, or by calling (715) 261-6000.

Written testimony may be forwarded prior to the hearing to: Jacob Langenhahn – Environmental Resource Committee Chair, Conservation, Planning and Zoning Department, 210 River Drive, Wausau, WI 54403-5449. All interested persons will be given an opportunity to be heard. 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 or e-mail [infomarathon@co.marathon.wi.us](mailto:infomarathon@co.marathon.wi.us) one business day before the meeting.

Jacob Langenhahn



Jacob Langenhahn, Chairman  
Environmental Resources Committee



Rebecca J. Frisch, Director  
Conservation, Planning, and Zoning Department

**Publish: February 19 and February 26, 2020**

E-mailed to: Wausau Daily Herald ([WDH-Legals@wdhmedia.com](mailto:WDH-Legals@wdhmedia.com)) on February 14, 2020 at 8:15 a.m.



**Marathon County  
Environmental Resources Committee Minutes  
Thursday, February 6, 2020  
212 River Drive, Wausau WI**

<b>Attendance:</b>	<b>Member</b>	<b>Present</b>	<b>Not present</b>
Chair	Jacob Langenhahn.....	X (arrived at 4:30)	
Vice-Chair	Randy Fifrick.....		X
	Rick Seefeldt .....	X	
	Jim Bove .....		X
	Allen Drabek .....	X	
	Sara Guild.....	X (arrived at 5:15)	
	Arnold Schlei .....	X	
	Dave Oberbeck.....	X	
	Marilyn Bhend .....		X
	Eric Vogel .....	X	

Also present: Rebecca Frisch, Dominique Swangstu, Paul Daigle, Cindy Kraeger, Matt Repking, Dave Decker – Conservation, Planning, and Zoning (CPZ); Scott Corbett – Corporation Counsel; Jamie Polley– Park, Recreation, and Forestry (PRF); Peter Weinschenk – Record Review, Scott Weber, Gary Imhoff, Rorik Peterson – EDP; Nathan Wiles, Debra Derfus, Larry Seehafer, Tim Vreeland, Paul Hackel, Rich Hohl, Travis Hill, Stacey Hill, Rob Posteluk.

1. **Call to order** – Frisch called the meeting to order at 3:05 p.m. at 212 River Drive Room 5, Wausau, WI, and asked for nominations to chair the meeting. **Motion /** second by Drabek / Seefeldt to nominate Schlei to Chair the meeting. No other nominations were received. Motion **carried** on voice vote, no dissent, approving Schlei as temporary chair.

2. **Public Comment** – None.

3. **Approval of January 2, 2020 Environmental Resources Committee (ERC) minutes.**

**Motion /** second by Seefeldt / Oberbeck to approve of the January 2, 2020 Environmental Resources Committee minutes with a typing correction to Item 1 – *Called to order by Chair Langenhahn to Called to order by Vice Chair Fifrick.* 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. Tim Vreeland on behalf of Blake and Lacey Czerwonka – Town of Elderon

Discussion: Swangstu was sworn in, and reviewed the staff report, noting that the decision sheet had been included in the meeting packet. Request to rezone 7.357 acres Lot 1 of the Preliminary Certified Survey Map submitted to the department.

The Town of Elderon was unable to meet and will have the rezone on their February agenda.

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

Discussion among the committee members regarding approving the rezone but the Town Resolution needs to be received before moving it forward to County Board.

There was no additional testimony in favor or opposed to this rezone request. 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 Seefeldt /Drabek to recommend approval to County Board, of the Tim Vreeland on behalf of Blake and Lacey Czerwonka rezone request after receiving the Town Resolution from the Town of Elderon. Committee determined the rezone is consistent with the Marathon County and Town comprehensive plans, and is not located in the Farmland Preservation Plan. Adequate facilities are present and providing public facilities will not burden local government. The rezone should not result in any adverse effect on natural areas. Motion **carried** by voice vote, no dissent.

Follow through: Forward to County Board following receipt of the Town Resolution.

2. Robert Posteluk, on behalf of Yellowstone Crossing LLC – Town of McMillan

Discussion: Swangstu was sworn in, and reviewed the staff report in regard to the rezone petition in question. The staff report went over different applicable zoning, land use, and future land use maps as well as site conditions, while making recommendations to the committee. There are currently violations onsite, the first of which was the construction of an accessory structure (used for salt storage) without obtaining the required permits and approvals. The second is related to the use(s) of the parcel, the business use has begun onsite

without proper review, permitting, and approval. It was noted that the Town of McMillan, City of Marshfield and local residents have all expressed their concerns with the proposed development specifically regarding the salt storage (proximity and potential effect on wells and waterways) as well as the drainage issues already on the parcel. The Town of McMillan recommended approval of this rezone at their last Town Board meeting on January 30<sup>th</sup>, 2020 noting "Motion contingent upon applicant complying with all requirements of the DNR, DOT Marathon County and State of WI". Swangstu finished the staff report by giving the staff recommendation of: "Based on the information provided and the Town of McMillan's input, CPZ staff finds the Environmental Resources Committee should recommend Approval to Marathon County Board of Supervisors if the committee finds the applicant adequately addresses the towns concerns as well as any issues in regard with the standards shown in the ERC Decision Form at the time of the Public Hearing on February 6<sup>th</sup>, 2020. The committee may recommend Approval, Denial, or Postpone (Table) for further considerations. If further information is needed to adequately address the concerns of the town or standards of rezoning, CPZ staff recommend the ERC postpone (table) for further considerations." Swangstu answered any additional questions of the committee in regard to the violations and use concerns onsite while noting some questions could be better answered by the petitioners when they are sworn in.

Robert Posteluk was sworn in. Posteluk discussed the history of the property which was a bar and zoned as a commercial zoning district therefore started a business of installing a salt shed and was not aware of the process required to start the business; and wants to come into compliance. He is currently awaiting correspondence from the Department of Transportation and Department of Natural Resources.

Debra Derfus was sworn in and is the Town Chair of the Town of McMillan. The Town of McMillan approved the rezone request; Debra provided information related to her concerns as a local resident in regard to the rezone request due to concerns with the salt storage and drainage issues. Numerous complaints have been received on the salt shed; water issue on the property; not being in compliance.

Gary Imhoff was sworn in and is opposed to the rezone request. His concerns which were addressed were in regard to the having the wells in the area contaminated from the salt storage as well as the water issues/runoff in that area.

Scott Weber was sworn in and is in opposition of the rezone request. His concern is the runoff issues affecting multiple wells and an intermittent stream within 250 feet of the salt shed.

Stacey Hill was sworn in and her husband is the owner of Yellowstone Solutions and is in favor of the rezone request. She stated they do not want to cause any property problems and would do their due diligence to clean up the property in the spring and consider installing a privacy fence.

Travis Hill was sworn in and is in favor of the rezone request. He has removed the snow from the property to help reduce the water problems and will try to clean up the property in the spring.

Larry Seefeldt was sworn in and is concerned about the city wells that supply water to the area.

Additionally, throughout the public hearing, CPZ staff provided clarity during the discussions and answered questions in regard to differentiating the use of the parcel, the zoning district of the parcel, and the permitting process for the structure/salt storage onsite, if/when the rezone is approved.

There was no additional testimony in favor or opposed to this rezone request. Testimony portion of the hearing was closed at 4:20 p.m. Committee deliberated and applied the standards for this request by reviewing and completing the decision sheet.

Action: **Motion** / second by Oberbeck /Vogel to approve the Robert Posteluk on behalf of Yellowstone Crossing LLC rezone.

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

### 3. Public testimony on text amendment changes to the General Code of Ordinance for Marathon County Chapter 17 Zoning Code

Discussion: Swangstu discussed changes related to the annual text updates to Chapter 17 and the inclusion of new Wind Energy Systems and removal of old Wind Energy text to align with state regulations. At the previous committee meeting on January 2<sup>nd</sup>, 2020 the committee was briefed on the proposed revisions. There were no questions from committee members. There was no testimony in favor or opposed to the text amendments in regards to the annual text changes. A letter was read into the record from Eric Erpenbach, requesting new language regarding signs and the specific standards for billboards. The requests were primarily in regard to aligning the more restrictive county standards with the state requirements, which will ultimately promote more local businesses as well as to be more consistent. The letter did not comment on any changes suggested and published by CPZ. The letter requested that the committee consider possible changes in the future, but did not supply any actual amendment language for the committee to act on. Therefore, no action was taken by the committee in regard to Eric Erpenbach's request.



Corbett provided information on discussions with EDP attorneys regarding wind energy language, with specific recommendations to the committee for consideration. Corbett and Swangstu reviewed the recommendations and incorporated the majority of the comments which are contained the draft that posted on February 5<sup>th</sup>, 2020. Corbett recommended to the committee address different language than what was proposed by EDP dealing with Section 17.405.02(B)(2)(b) which addresses what is required to be submitted with an application for a wind energy system in regard to the anticipated effects to land uses within 0.5 miles of the system; as well as 17.405.04(A) which provides more clarity in regard to what additional conditions or restrictions an application could be subject to as authorized by Wis. State. 66.0401 and PSC 128 Representatives from EDP testified in regards to the wind energy language.

Nathan Wiles, EDP was sworn in and discussed filing the application within the next month or soon after.

Rorik Peterson, EDP was sworn in and is currently working on the permit application and land acquisition.

There was no additional testimony in favor or opposed to the text amendment changes to the General Code of Ordinance for Marathon County Chapter 17 Zoning Code. The committee closed the public hearing at 5:20 p.m. and deliberated.

Action: Motion / second by Schlei / Seefeldt to approve the text amendment revisions, except the wind energy section. Motion **carried** by voice vote, no dissent.

Action: Motion / second by Seefeldt / Drabek to approve the wind energy section revisions as posted on February 5<sup>th</sup>, 2020.

Action: Motion / second by Vogel / Guild to amend the original motion to the wind energy section revisions to include language outlined in Swangstu's email to Corbett date February 6<sup>th</sup>, 2020 at 2:33 pm. Section 17.405.04(A).

Action: Motion / second by Guild / Oberbeck to amend the wind energy section revisions to include language outlined in Swangstu's email to Corbett date February 6<sup>th</sup>, 2020 at 2:33 pm Section 17.405.02(B)(2)(b).

Motion on original motion **carried** by voice vote, no dissent.

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.)

1. Town of Emmet 215235 County Rd S Edgar

Discussion: Town of Emmet is independently zoned and submitted a zoning district change from C1 to R1 at 215235 County Rd S. The zoning change was approved at the town board meeting on January 14, 2020. Although the town is independently zoned, County Board approval is still needed.

Action: Motion / second by Drabek / Schlei to recommend approval to County Board, of the Town of Emmet zone change. Motion **carried** by voice vote, no dissent.

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

C. Review and Possible Action

1. Stone Horizon Preliminary Plat

Discussion: Decker discussed the details of the Preliminary Plat including survey, zoning, environmental, sanitary sewer, and access requirements. Prior to the most recent approved final plat of "Stone Horizon" being recorded, the developer had purchased adjoining property and added it to the platted area at the request of the Town of Rib Mountain.

Action: Motion / second by Guild / Seefeldt to approve the Stone Horizon Preliminary Plat located in the Town of Rib Mountain. Motion **carried** by voice vote, no dissent.

Follow through: The final plat will be submitted for approval at a later date for future committee action. Approval by County Board is not required.

2. Revised Appendix A – PRF Casual, Seasonal and Temporary Wage Rates

Discussion: Polley discussed each year it is getting more difficult to attract seasonal staff. PRF needs a separate Appendix due to the number of different payroll codes, but will replicate the format of the Countywide Chapter 9 which would establish consistency among departments and give PRF flexibility in seasonal hiring. The Park Commission has reviewed and recommended approval of the revised Appendix A of the revised casual, seasonal, temporary wage rates for the PRF department.

Action: Motion / second by Seefeldt / Drabek to recommend approval of the revised Appendix A of the casual, seasonal, temporary wage rates for the PRF Department to the Human Resources and Finance Committee.

Follow through: Polley will present the revised Appendix A to the HRFC at their regular scheduled meeting on February 10, 2020.

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

A. **Animal Waste and Nutrient Management Ordinance – education on proposed revisions**

Discussion: Daigle discussed the memo drafted by Repking and timeline of the proposed policy revisions related to the Animal Waste Ordinance including expanding and clarification of definitions, clarification of the activities subject to regulation; setbacks from property lines and roads; implementation of State Performance Standards; clarification of enforcement, variance and appeals process. Daigle reviewed the power point that was included in the meeting packet, giving an overview of the proposed changes of the Animal Waste and Nutrient Management Ordinance.

Action: **None.**

Follow through: CPZ will hold an open house on February 24, 2020 and finalize the draft ordinance to bring back to the Committee in March.

B. Land and Water Plan review and discuss proposed goals

Discussion: Daigle discussed the goals, objectives strategies and outcomes of the 2020-2030 Marathon County Land and Water Management Plan.

Action: **None.**

Follow through: CPZ will provide more information in the upcoming months of the new Land and Water Resource Management Plan.

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

A. Legislative and Budget Report: current and future legislative initiatives

Discussion: Frisch distributed the legislative report. Chairman Gibbs is giving a report to the Executive committee on February 11, 2020 which will cover several letters Gibbs sent in regards to proposed State land and water legislation where the county has a defined policy.

Action: **None.**

Follow through: CPZ continues to monitor any updates and update the Committee.

1. Assembly Bill 681

Discussion: Chairman Gibbs is giving a report to the Executive committee on February 11, 2020 which will cover the letter of concerns Gibbs sent in regards to proposed requirement for a supermajority vote of the county board for matters affecting only towns.

Action: **None.**

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

Thursday, March 5, 2020 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

- Eric Vogel was welcomed to the committee:

8. **Adjourn – Motion** / second by Seefeldt /Schlei to **adjourn** at 6:10 p.m. Motion **carried** by voice vote, no dissent.

Rebecca Frisch, CPZ Director

For Jacob Langenhahn, Chair

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

Norman & Marlys Tremelling  
203929 54 Hwy 13 Marshfield WI 54449

hereby petition to rezone property owned by (Name & Address): CLIFF ECKES  
1500 N. PALMETTO AVE. MARSHFIELD WI 54449

from the classification L-I Light Industrial R-E Rural Estate 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 preliminary CSM and legal description attached.

*DR  
01/09/20*

Parcel Identification Number (PIN): ~~074-2602-224-0944~~ 074-2602-221-0971 074-2602-221-0992

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

No Propose use it is Pine Trees there  
Make our Lot line Straight

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. No development

B. Explain how the provision for these facilities will not be an unreasonable burden to local government. None at all

C. What have you done to determine that the land is suitable for the development proposed? No development

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. it is all Pine Trees and will stay

E. Explain any potential for conflict with existing land uses in the area. The Land is next To cliff Eckes in Trees

(OVER)



- F. Demonstrate the need of the proposed development at this location. No development
- G. What is the availability of alternative locations? Be specific. None
- H. If cropland is being consumed by this Zone Change, what is the productivity of the agricultural lands involved? No Cropland
- 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 Farm Land

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 Zoning 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 Norman Jaemelling Phone 715 387 4772 Date 12/26/19  
 8. Owner's Signature Cliff Ecker Phone 715 650 3034 Date 12/20/19  
*(if different)*

Date Fee Received: 12/26/19 25.

Fee \$600 PAYABLE TO MARATHON COUNTY

**RECEIVED**

Attendance at the Public Hearing before the Marathon County 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 LCZ Committee hearing is recommended.

*Environmental Resources Committee (ERC)*  
 JAN 18 2020  
 MARATHON CO. CONSERVATION,  
 PLANNING & ZONING DEPT.

*This map DOES NOT transfer property ownership. Sale or transfer of property requires a recorded deed.*

# MARATHON COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_

**LOCATED IN PART OF THE SW1/4 NE1/4 AND PART OF THE NW1/4 SE1/4, SECTION 22, TOWNSHIP 26 NORTH, RANGE 2 EAST, TOWN OF SPENCER, MARATHON COUNTY, WISCONSIN, ALSO INCLUDING ALL OF LOT 2 AND PART OF LOT 4 OF MARATHON COUNTY CERTIFIED SURVEY MAP NO. 12343**

PREPARED FOR: **NORM TREMELLING  
203929 S.T.H. "13"  
MARSHFIELD WI 54449**

**SURVEYOR'S CERTIFICATE:**

I, KEVIN M. WHIPPLE, PROFESSIONAL LAND SURVEYOR, hereby certify;

That I have surveyed and mapped this Certified Survey Map being part of the SW1/4 NE1/4 and part of the NW1/4 SE1/4, of Section 22, Township 26 North, Range 2 East, Town of Spencer, Marathon County, Wisconsin, also including all of Lot 2 and part of Lot 4 of Marathon County Certified Survey Map No. 12343, bounded and described as follows;

Commencing at the S1/4 CORNER 22-26-2;

Thence N 12°29'08" E, a distance of 2641.29' to an iron monument being the POINT OF BEGINNING  
 Thence along Lot 3 of CSM 12343 on a bearing of N 46°49'25" E, a distance of 167.32' to an iron monument;  
 Thence along Lot 3 of CSM 12343 on a bearing of S 44°00'56" E, a distance of 10.00' to an iron monument;  
 Thence along Lot 3 of CSM 12343 on a bearing of N 46°49'25" E, a distance of 222.97' to an iron monument;  
 Thence along Lot 3 of CSM 12343 on a bearing of N 89°50'43" W, a distance of 28.24' to an iron monument;  
 Thence along Lot 3 of CSM 12343 on a bearing of N 44°34'16" W, a distance of 457.20' to an iron monument;  
 Thence along Lot 2 of CSM 12343 on a bearing of N 35°19'44" E, a distance of 376.48' to an iron monument;  
 Thence along Lot 2 of CSM 12343 on a bearing of S 89°47'09" E, a distance of 543.88' to an iron monument;  
 Thence along Lot 2 of CSM 12343 on a bearing of S 0°09'32" E, a distance of 198.60' to an iron monument;  
 Thence along the West R/W Line of Merkel Rd on a bearing of S 0°19'52" E, a distance of 632.64' to an iron monument;  
 Thence along the West R/W Line of Merkel Rd on a bearing of S 0°24'05" E, a distance of 487.30' to an iron monument;  
 Thence along the West R/W Line of Merkel Rd on a bearing of S 24°00'15" W, a distance of 54.90' to an iron monument;  
 Thence along the West R/W Line of Merkel Rd on a bearing of S 1°22'36" W, a distance of 92.40' to an iron monument;  
 Thence along the West R/W Line of Merkel Rd on a bearing of S 21°36'32" W, a distance of 97.39' to an iron monument;  
 Thence along the Northerly R/W of S.T.H. "13" on a bearing of N 44°34'54" W, a distance of 927.80' to an iron monument being the POINT OF BEGINNING; subject to right-of-ways, easements, restrictions and reservations of record, IF ANY.

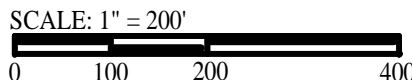
That I have made such survey at the direction of **NORM TREMELLING  
203929 S.T.H. "13"  
MARSHFIELD WI 54449**

That such map is a correct representation of the exterior boundaries of the land surveyed and the subdivision thereof made; That I have complied fully with the provisions of Chapter 236.34, and Section AE7 of Wisconsin Statutes and the Marathon County Subdivision Ordinance to the best of my knowledge and belief.

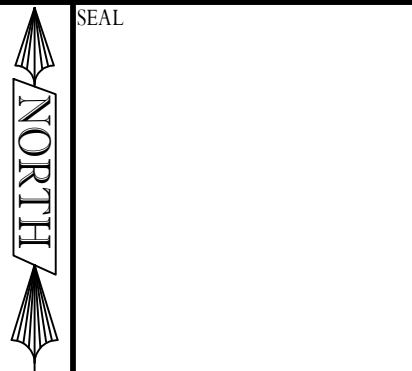
KEVIN M. WHIPPLE P.L.S. 2444  
 Drafted By: KEVIN WHIPPLE  
 Field work completed on 1/03/2020

**SHEET 1 OF 2**

BASIS FOR BEARINGS:  
 THE SOUTH LINE OF SW 1/4 ASSIGNED A BEARING OF S 89°45'07" W FOR THIS MAP



- ( ) RECORDED AS
- 1" O.D. X 18" IRON PIPE SET (1.13#/FT)
- ∅ 1" O.D. IRON PIPE FOUND
- 3/4" IRON ROD FOUND
- ⊙ GOV'T CORNER OF RECORD



**BADGER - LAND SURVEY, LLC**  
 2610 WEST GRAND AVE.  
 WISCONSIN RAPIDS, WI. 54495  
 PHONE: (715) 424 - 5900  
 FAX: (715) 424 - 5901  
 E-MAIL: [blsurvey@wctc.net](mailto:blsurvey@wctc.net)  
[www.badgerlandsurvey.com](http://www.badgerlandsurvey.com)

DRAWN BY: **SM**      JOB#: **113219**

IF THE SURVEYORS SEAL IS NOT RED IN COLOR, THIS MAP IS A COPY AND SHOULD BE ASSUMED TO CONTAIN UNAUTHORIZED ALTERATIONS, THE CERTIFICATION DOES NOT APPLY TO COPIES.

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This map DOES NOT transfer property ownership. Sale or transfer of property requires a recorded deed.

**BADGER - LAND SURVEY, LLC**  
 2610 WEST GRAND AVE.  
 WISCONSIN RAPIDS, WI. 54495

PHONE: (715) 424 - 5900  
 FAX: (715) 424 - 5901  
 E-MAIL: blsurvey@wctc.net  
 www.badgerlandsurvey.com

PREPARED FOR:

**NORM TREMELLING**  
**203929 S.T.H. "13"**  
**MARSHFIELD WI 54449**

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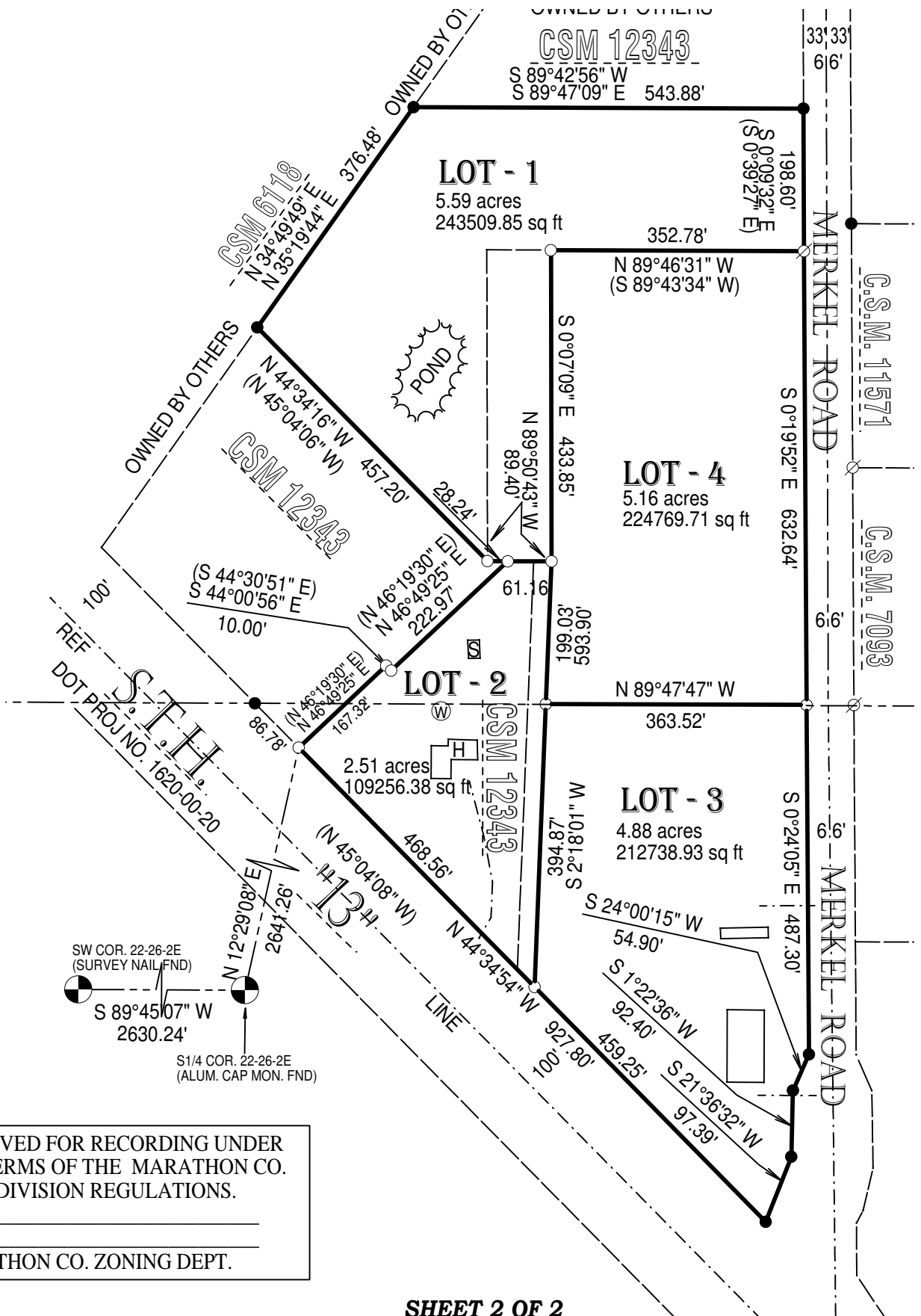
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DRAWN BY: KW

JOB#: 113219

**MARATHON COUNTY CERTIFIED SURVEY MAP NO.**

**LOCATED IN PART OF THE SW1/4 NE1/4 AND PART OF THE NW1/4 SE1/4, SECTION 22, TOWNSHIP 26 NORTH, RANGE 2 EAST, TOWN OF SPENCER, MARATHON COUNTY, WISCONSIN, ALSO INCLUDING ALL OF LOT 2 AND PART OF LOT 4 OF MARATHON COUNTY CERTIFIED SURVEY MAP NO. 12343**



APPROVED FOR RECORDING UNDER THE TERMS OF THE MARATHON CO. LAND DIVISION REGULATIONS.  
 BY: \_\_\_\_\_  
 DATE \_\_\_\_\_  
 MARATHON CO. ZONING DEPT.



# Land Information Mapping System



### Legend

- Parcel Annotations
- Parcels
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Municipalities
- 2015 Orthos
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3

71.77 0 71.77 Feet



NAD\_1983\_HARN\_WISCRS\_Marathon\_County\_Feet

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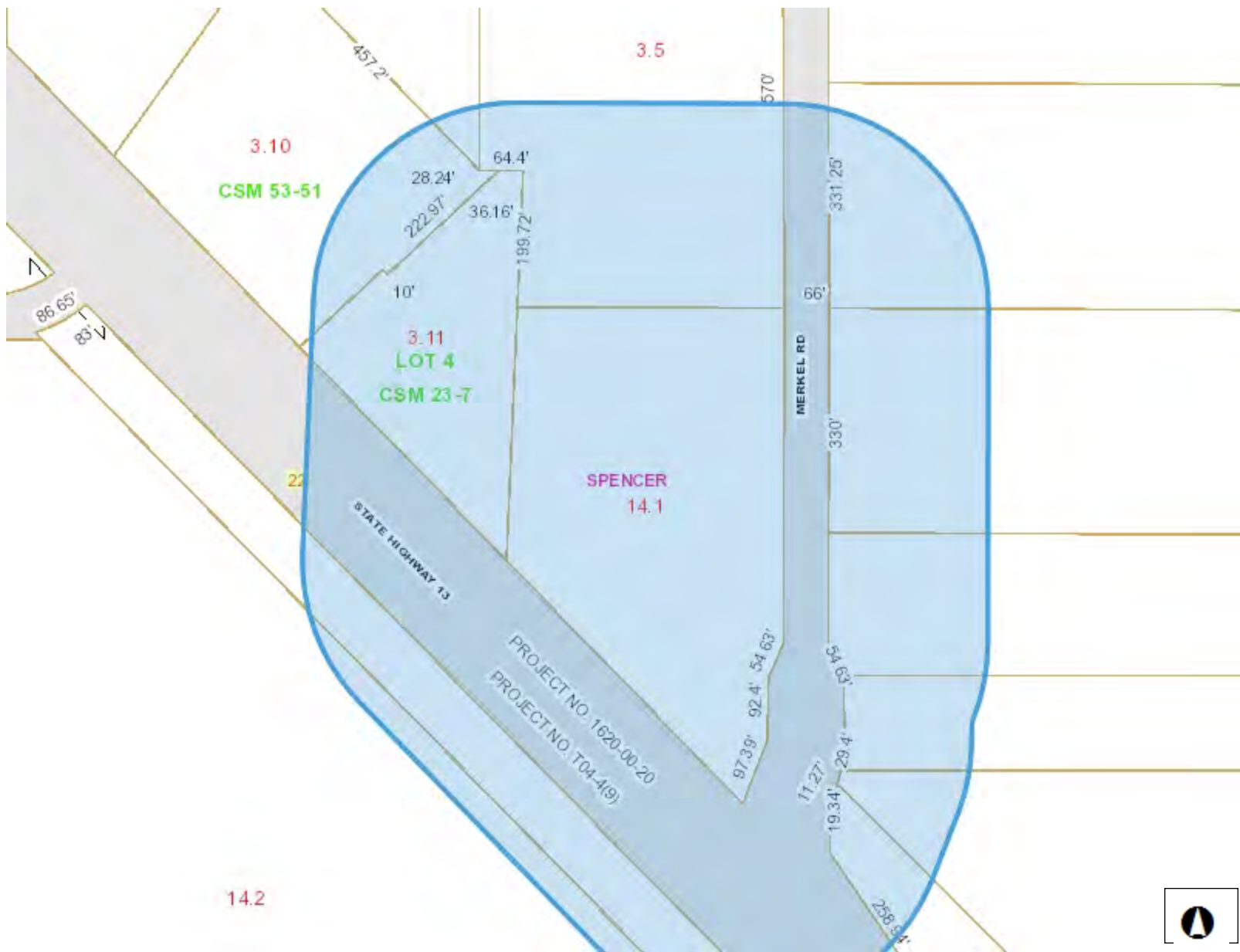
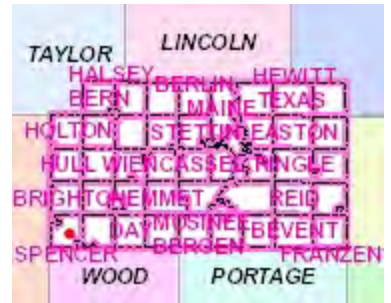
**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

### Notes



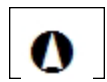


# Land Information Mapping System



### Legend

- Parcel Annotations
- Parcels
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Municipalities



108.92 0 108.92 Feet

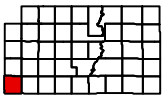


NAD\_1983\_HARN\_WISCRS\_Marathon\_County\_Feet

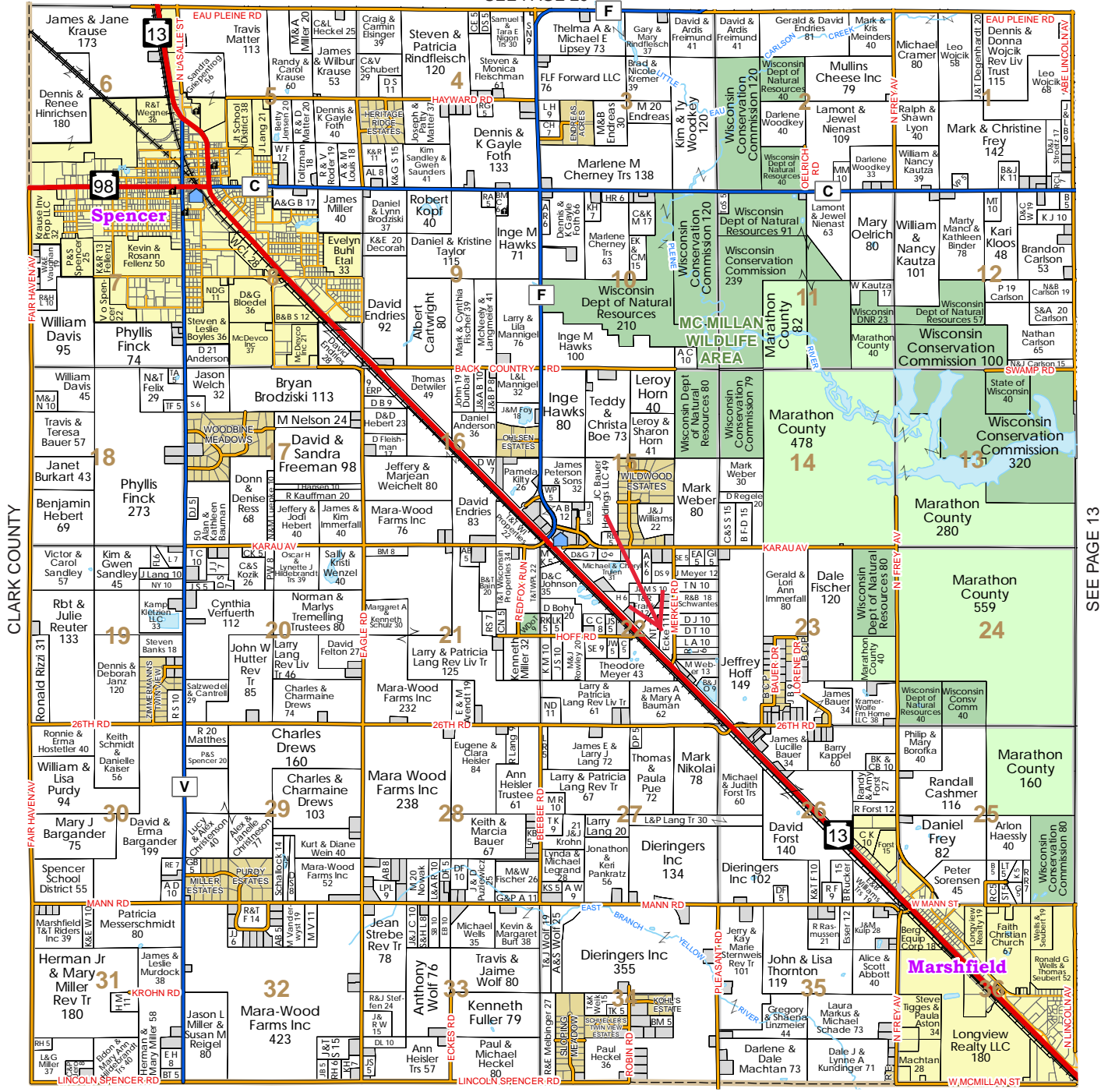
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### Notes



SEE PAGE 29



SEE PAGE 13

**Rural Mutual Insurance Company**

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FARM and LIFE**  
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Brian Deffner

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**ATHENS**  
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**PLOVER**  
(715) 341-5808 • 2581 Post Rd

**SHAWANO**  
(715) 803-4030 • 1478 E Green Bay St



STATE OF WISCONSIN )  
MARATHON COUNTY )  
TOWN OF SPENCER )

**RESOLUTION ON ZONING ORDINANCE AMENDMENT**

TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE

I, Dennis Gonnering, Clerk of the Town of Spencer, 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 Spencer Town Board at a meeting held on the 11th day of Spencer, 2020.

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 Spencer Town Board considered on the 11th day of February, 2020, petition from Norman & Marlys Tremelling, on behalf of Larry and Clifford Eckes to amend the Marathon County Zoning Ordinance from L-I Light Industrial to R-R Rural Residential and R-E Rural Estate to R-R Rural Residential described as part of the NW ¼ of the SE ¼, and SW¼ of the NE ¼ of Section 22, Township 26 North, Range 02 East, Town of Spencer. Proposed area to be rezoned from L-I to R-R is part of the parent parcel PIN# 074-2602-224-0994, described as Lot 2 on the preliminary Certified Survey Map (CSM). Whereas, the areas proposed to be rezoned from R-E to R-R are part of parent parcel PIN# 074-2602-221-0992 described as Lot 1 and all of the existing parent parcel PIN# 074-2602-221-0971 described as Lot 2 on the preliminary CSM. Associated with addresses of 203929 State Highway 13, Marshfield WI 54449 and 203910 Merkel Road, Marshfield WI 54449.

The Town of Spencer 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: \_\_\_\_\_

The Town of Spencer 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 *[Signature]*  
 Town Board *[Signature]*  
*[Signature]*  
*[Signature]*

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 02/26/20 to:

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

**RECEIVED**  
 FEB 14 2020  
 MARATHON CO. CONSERVATION,  
 PLANNING & ZONING DEPT



**Norman & Marlys Tremelling  
Petition to Rezone Land  
Staff Report  
Environmental Resources Committee**

**Findings of Fact**

**REQUEST:**

The petition of Norman and Marlys Tremelling on behalf of Larry and Clifford Eckes to amend the Marathon County Zoning Ordinance to rezone lands from L-I Light Industrial to R-R Rural Residential and R-E Rural Estate to R-R Rural Residential described as part of the NW ¼ of the SE ¼, and SW¼ of the NE ¼ of Section 22, Township 26 North, Range 02 East, Town of Spencer. Proposed area to be rezoned from L-I to R-R is part of the parent parcel PIN# 074-2602-224-0994, described as Lot 2 on the Preliminary Certified Survey Map (CSM). Whereas, the areas proposed to be rezoned from R-E to R-R are part of parent parcel PIN# 074-2602-221-0992 described as Lot 1 and all of the existing parent parcel PIN# 074-2602-221-0971 described as Lot 2 on the preliminary CSM. Associated with addresses of 203929 State Highway 13, Marshfield WI 54449 and 203910 Merkel Road, Marshfield WI 54449.

**EXISTING ZONING DISTRICT(s):**

**L-I: Light Industrial.** Industrial Research and Office district. The purposes of the L-I district are:

1. To provide an environment exclusively for and conducive to the development and protection of modern administrative facilities and research institutions that are office-like in physical appearance and service requirements.
2. To provide for and accommodate industrial uses in the fields of repair, storage, manufacturing, processing, wholesaling, and distribution, free from the encroachment of residential, retail, and institutional uses unless otherwise specified in this ordinance. The uses allowed are those which, because of their normally unobjectionable characteristics, can be in relatively close proximity to residential and commercial districts.

&

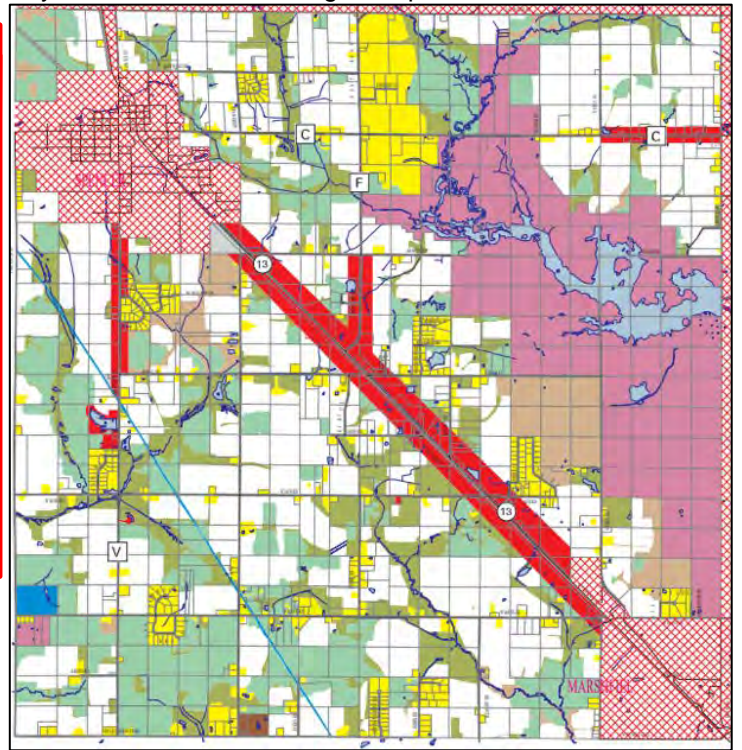
**R-E: Rural Estate District.** The purpose of the R-E district is to accommodate single-family residential use along existing streets, to preserve the rural character while promoting open space single-family medium residential development (involving the extension of new streets), and to separate agricultural 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.

**PROPOSED ZONING DISTRICT(s):**

**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.

**FARMLAND PRESERVATION PLAN:** The area in question was not designated as a farmland preservation area in the Farmland Preservation Plan in 2013. Designating this land as a farmland preservation area indicates the land consists of prime agricultural land and supports the agriculture economy.

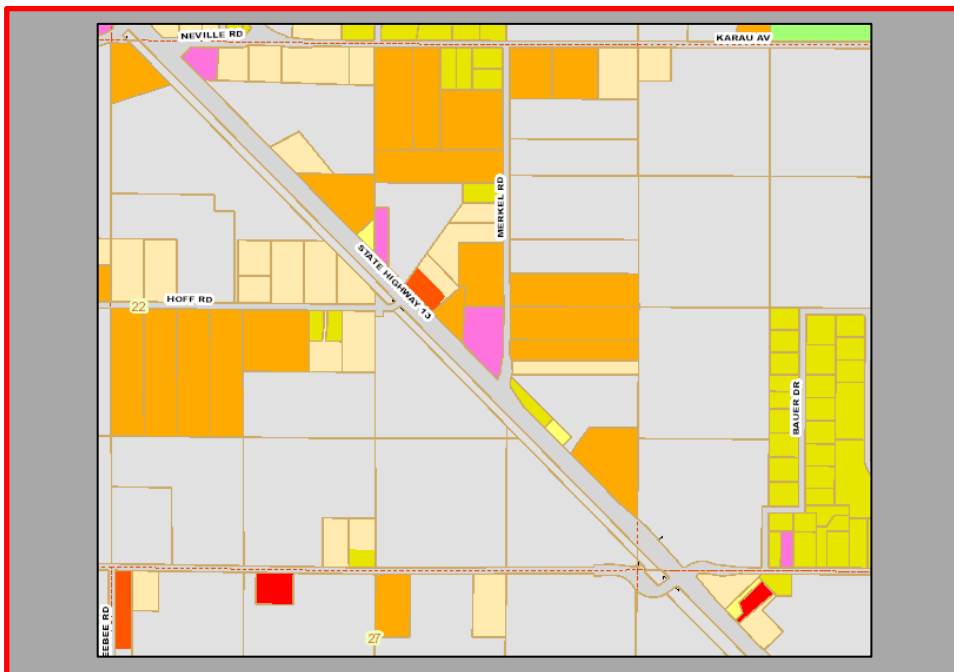
**TOWN COMPREHENSIVE PLAN FUTURE LAND USE:** The proposed areas to be rezoned are identified as a Commercial Land uses in the Town of Spencer's Comprehensive Plan Future Land Use Map (2005). The adjacent lands are comprised of Other Agriculture (green) and Single Family Residential (yellow) land uses. It appears the town had designated the whole Highway 13 corridor for commercial land uses between the City of Marshfield and Village of Spencer.



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

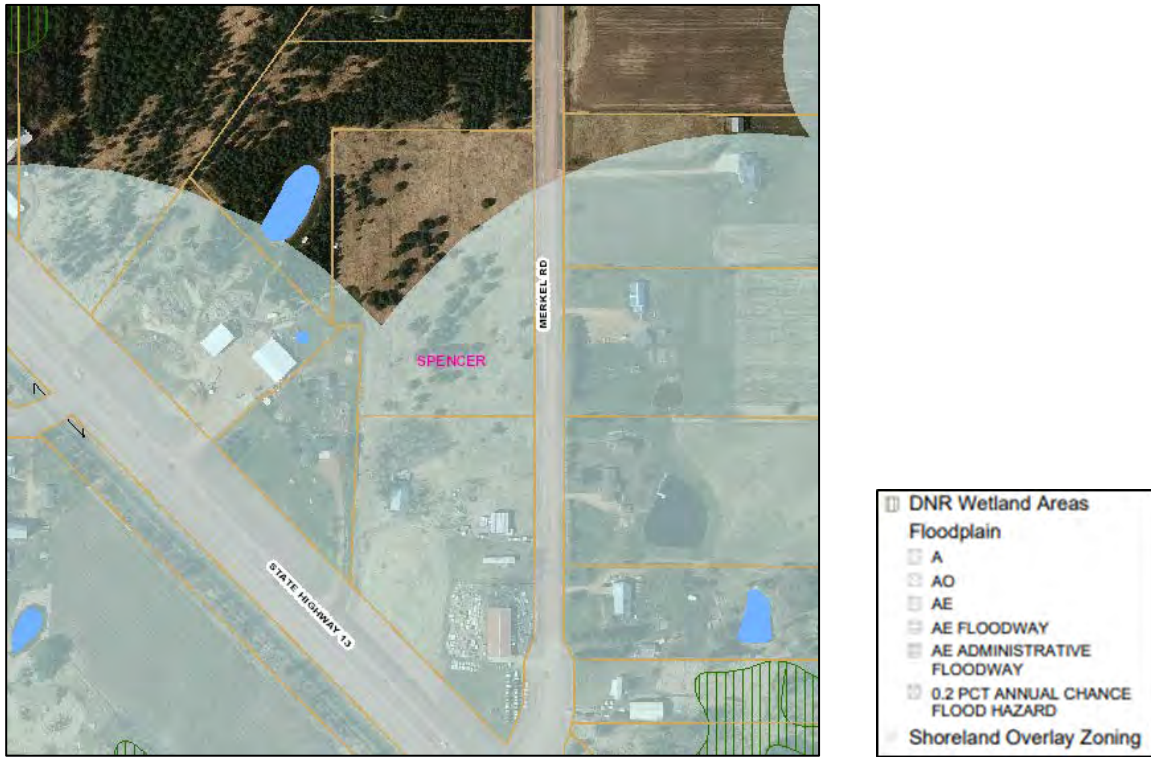
**EXISTING ZONING DISTRICT MAP:** Adjacent parcels are zoned R-R (Rural Residential), Rural Estate (RE) and L-D-R (Low Density Residential). There are G-A (General Agriculture), L-I (Light Industrial), and U-R (Urban Residential) zoned parcels within close proximity. All the proposed parcels will be compliant as it relates to parcel size, dimension, frontage, access, etc.

- U-R (Urban Residential)
- L-D-R (Low Density Residential)
- R-R (Rural Residential)
- R-E (Rural Estate)
- M-H (Manufactured/Mobile Home Park)
- C (Commercial Regional)
- N-C (Neighborhood Commercial)
- B-R (Business Regional)
- L-I (Light Industrial)
- H-I (Heavy Industrial)
- G-A (General Agriculture)
- F-P (Farmland Preservation)
- C-V/R-C (Conservancy & Recreation)





**SIGNIFICANT PARCEL LIMITATIONS AND/OR NATURAL FEATURES:** The areas proposed to be rezoned have no mapped floodplain or DNR mapped wetlands. There is what appears to be a pond on the north most parcel parent. A large portion of the parcels in question appear to be within the shoreland overlay which is likely due to the existing ponds within close proximity, *yet an official navigability determination has not been made for the nearby ponds.*



**Aerial Photo: #1**





AERIAL PHOTO: #2

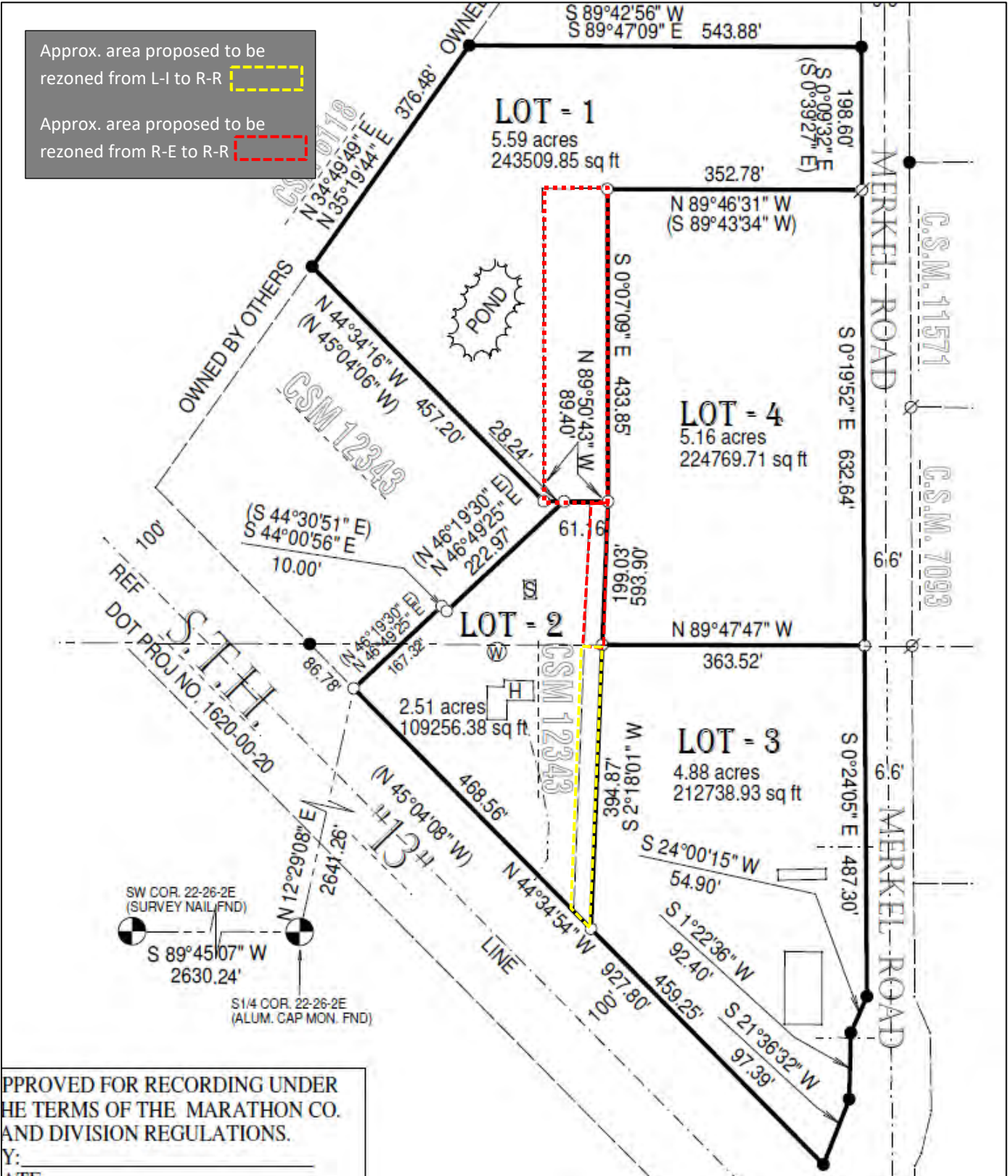




**Preliminary CSM (pertinent areas shown below):**

Approx. area proposed to be rezoned from L-I to R-R

Approx. area proposed to be rezoned from R-E to R-R



APPROVED FOR RECORDING UNDER THE TERMS OF THE MARATHON CO. AND DIVISION REGULATIONS.  
 Y: \_\_\_\_\_  
 DATE: \_\_\_\_\_

Legal Discription(s):

**SURVEYOR'S CERTIFICATE:**

I, KEVIN M. WHIPPLE, PROFESSIONAL LAND SURVEYOR, hereby certify;

That I have surveyed and mapped this Certified Survey Map being part of the SW1/4 NE1/4 and part of the NW1/4 SE1/4, of Section 22, Township 26 North, Range 2 East, Town of Spencer, Marathon County, Wisconsin, also including all of Lot 2 and part of Lot 4 of Marathon County Certified Survey Map No. 12343, bounded and described as follows;

Commencing at the S1/4 CORNER 22-26-2;

Thence N 12°29'08" E, a distance of 2641.29' to an iron monument being the POINT OF BEGINNING  
Thence along Lot 3 of CSM 12343 on a bearing of N 46°49'25" E, a distance of 167.32' to an iron monument;  
Thence along Lot 3 of CSM 12343 on a bearing of S 44°00'56" E, a distance of 10.00' to an iron monument;  
Thence along Lot 3 of CSM 12343 on a bearing of N 46°49'25" E, a distance of 222.97' to an iron monument;  
Thence along Lot 3 of CSM 12343 on a bearing of N 89°50'43" W, a distance of 28.24' to an iron monument;  
Thence along Lot 3 of CSM 12343 on a bearing of N 44°34'16" W, a distance of 457.20' to an iron monument;  
Thence along Lot 2 of CSM 12343 on a bearing of N 35°19'44" E, a distance of 376.48' to an iron monument;  
Thence along Lot 2 of CSM 12343 on a bearing of S 89°47'09" E, a distance of 543.88' to an iron monument;  
Thence along Lot 2 of CSM 12343 on a bearing of S 0°09'32" E, a distance of 198.60' to an iron monument;  
Thence along the West R/W Line of Merkel Rd on a bearing of S 0°19'52" E, a distance of 632.64' to an iron monument;  
Thence along the West R/W Line of Merkel Rd on a bearing of S 0°24'05" E, a distance of 487.30' to an iron monument;  
Thence along the West R/W Line of Merkel Rd on a bearing of S 24°00'15" W, a distance of 54.90' to an iron monument;  
Thence along the West R/W Line of Merkel Rd on a bearing of S 1°22'36" W, a distance of 92.40' to an iron monument;  
Thence along the West R/W Line of Merkel Rd on a bearing of S 21°36'32" W, a distance of 97.39' to an iron monument;  
Thence along the Northerly R/W of S.T.H. "13" on a bearing of N 44°34'54" W, a distance of 927.80' to an iron monument being the POINT OF BEGINNING; subject to right-of-ways, easements, restrictions and reservations of record, IF ANY.

That I have made such survey at the direction of **NORM TREMELLING**  
**203929 S.T.H. "13"**  
**MARSHFIELD WI 54449**

That such map is a correct representation of the exterior boundaries of the land surveyed and the subdivision thereof made; That I have complied fully with the provisions of Chapter 236.34, and Section AE7 of Wisconsin Statutes and the Marathon County Subdivision Ordinance to the best of my knowledge and belief.

**TOWN RECOMMENDATION:**

On February 11<sup>th</sup>, 2020 the **Town of Spencer** 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: \_\_\_\_\_

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

**OR**  **Requests an Extension\*** for the following reasons: \_\_\_\_\_

\*Wis. Stats §59.69(5)(c), (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 *Dawn Dourney*

Town Board *Jenna Dieringer*  
*Dominic R. Foth*  
*Carl S. Hoff*

**STAFF (CPZ) RECOMMENDATION(S):**

If approved the Town of Spencer should updated their comprehensive plan future land use map to reflect the proposed rezone to Rural Residential (R-R) from Light Industrial (L-I) and Rural Estate (R-E). The rezone and parcel reconfigurations meet all the zoning district and land division standards as it relates to size, frontage, access, and dimension, etc. The rezone petition minimizes the agricultural lands converted as the use of the parcels will not change.

<b>CPZ Staff Key Criteria:</b>	<b>No</b>	<b>Yes</b>
1. Rezone is consistent with the purpose and intent of Marathon County's Comprehensive Plan		<b>X</b>
2. Rezone is compliant with Marathon County Chapter 17 Zoning Code of Ordinances		<b>X</b>
3. Rezone is compatibility with adjacent parcels uses and zoning districts		<b>X</b>
4. There has been no Town or Local opposition received by CPZ regarding the proposed rezone set forth to the Environmental Resources Committee.		<b>X</b>

**Recommendation:**

Based on the information provided and the Town of Spencer's input, CPZ staff finds the Environmental Resources Committee should recommend **Approval** to 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 BEFORE THE MARATHON COUNTY BOARD OF SUPERVISORS

1. As authorized by §17.91 of the Marathon County Zoning Code (I) (we) (Name & Address): Gerardo Resch 184377 St. Hwy 52 Aniwa WI  
Jerrold KAUTZA  
238401 HATCHERY RD Aniwa WI- 54408

hereby petition to rezone property owned by (Name & Address): Jerrold KAUTZA  
238401 HATCHERY RD Aniwa WI 54408  
from the classification LOR, + RR - RURAL/ GA to RE - RURAL ESTATE  
LOW-DENSITY RESIDENTIAL 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

Parcel Identification Number (PIN): 062-2910-012-0995 / Resch Property  
062-2910-012-0996 / 662-2910-012-0997

3. The proposed change is to facilitate the use of the land for (be specific-list all proposed uses):  
RESIDENTIAL USE / TO MAKE PROPERTY COMPLIANT

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. There Are No New or Existing Public Facilities.

B. Explain how the provision for these facilities will not be an unreasonable burden to local government. There Are Not Any

C. What have you done to determine that the land is suitable for the development proposed? There is no New Development

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. There is no New Development

E. Explain any potential for conflict with existing land uses in the area. No Conflict

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JAN 13 2020

(OVER)

- F. Demonstrate the need of the proposed development at this location. No New Development
- G. What is the availability of alternative locations? Be specific. No Reason to Look for Alternative Locations
- H. If cropland is being consumed by this Zone Change, what is the productivity of the agricultural lands involved? No Crop Land Consumed
- 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. Note

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 Demod Kantzo Phone 715-573-7925 Date 1-10-20  
 8. Owner's Signature Demod Kantzo Phone 715-573-7925 Date 1-10-20  
 (If different)

Owner Signature: James D. Park  
 AZ  
 DS.

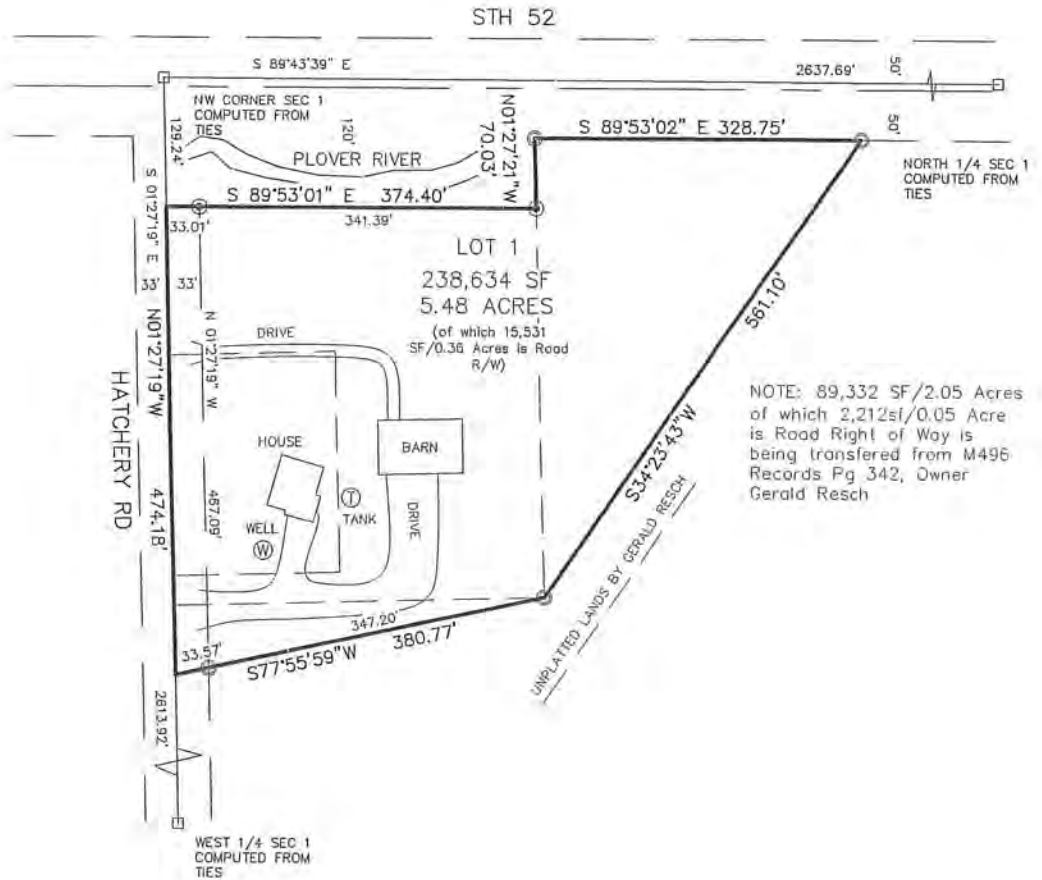
715-370-2511 1-13-20  
 Fee \$600.00 PAYABLE TO MARATHON COUNTY

**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.

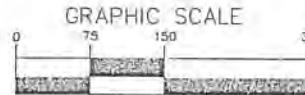


# CERTIFIED SURVEY MAP

OF PART OF THE NORTHWEST 1/4 OF THE NORTHWEST  
 1/4 OF SECTION 1, TOWNSHIP 29 NORTH, RANGE 10  
 EAST, TOWN OF PLOVER, MARATHON COUNTY WISCONSIN



- 1.3" X 18" IRON PIPE WEIGHING 1.68 LBS/LINEAL FOOT SET(OD)
- FOUND 2" I. PIPE
- ⊙ FOUND 3/4" REBAR
- ▲ FOUND PK NAIL OR RR SPIKE
- FOUND GOV'T CORNER
- ( ) RECORD DATA



SHEET 1 OF 2 FIELD DATE: 12-7-2019 1 inch = 150ft.

SURVEY PROVIDED BY: CORNERSTONE SURVEYING W12890 HWY 1 DEERBROOK WI 54424 715-216-3234	SURVEYED FOR: JERROD KAUTZA 238401 HATCHERY RD ANIWA WI 54408	BEARING REFERENCE: WEST LINE OF THE NW 1/4 OF SECTION 1 ASSUMED TO BEAR S 1°27' 19"E
--	--	---

MARATHON COUNTY CERTIFIED SURVEY MAP

I, Charley G. Brinkmeier, Professional Land Surveyor, hereby certify:

That I have surveyed, and mapped by the order of Jerrod Kautza, a parcel of land being part of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 1, Township 29 North, Range 10 East, Town of Plover, Marathon County, Wisconsin more particularly described as follows:

Commencing at the Northwest Corner of Section 1 thence S  $1^{\circ} 27' 19''$ E, 129.24 feet along the West line of the Northwest  $\frac{1}{4}$  of Section 1 to the point of beginning of the parcel herein described; thence S  $89^{\circ} 53' 01''$ E, 374.40 feet; thence N  $1^{\circ} 27' 21''$ W, 70.03 feet; thence N  $89^{\circ} 53' 02''$ E, 328.75 feet; thence S  $34^{\circ} 23' 43''$ W, 561.10 feet; thence S  $77^{\circ} 55' 59''$ W, 380.77 feet; thence N  $1^{\circ} 27' 19''$  W; 474.18 feet to the point of beginning of the parcel here in described.

Said parcel contains 238.634 Square Feet or 5.48 Acres, of which 15,531 square feet or 0.36 Acres is Road R/W.

Subject to all roadways and easements of record.

That this map is a true and correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made to the best of my knowledge and belief;

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes;

Dated this 10th day of December, 2019.



R.L.S. No. S-2517

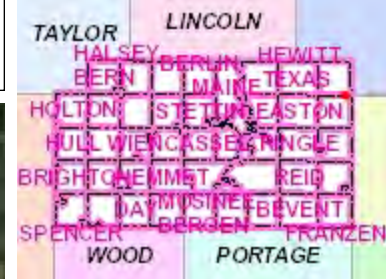
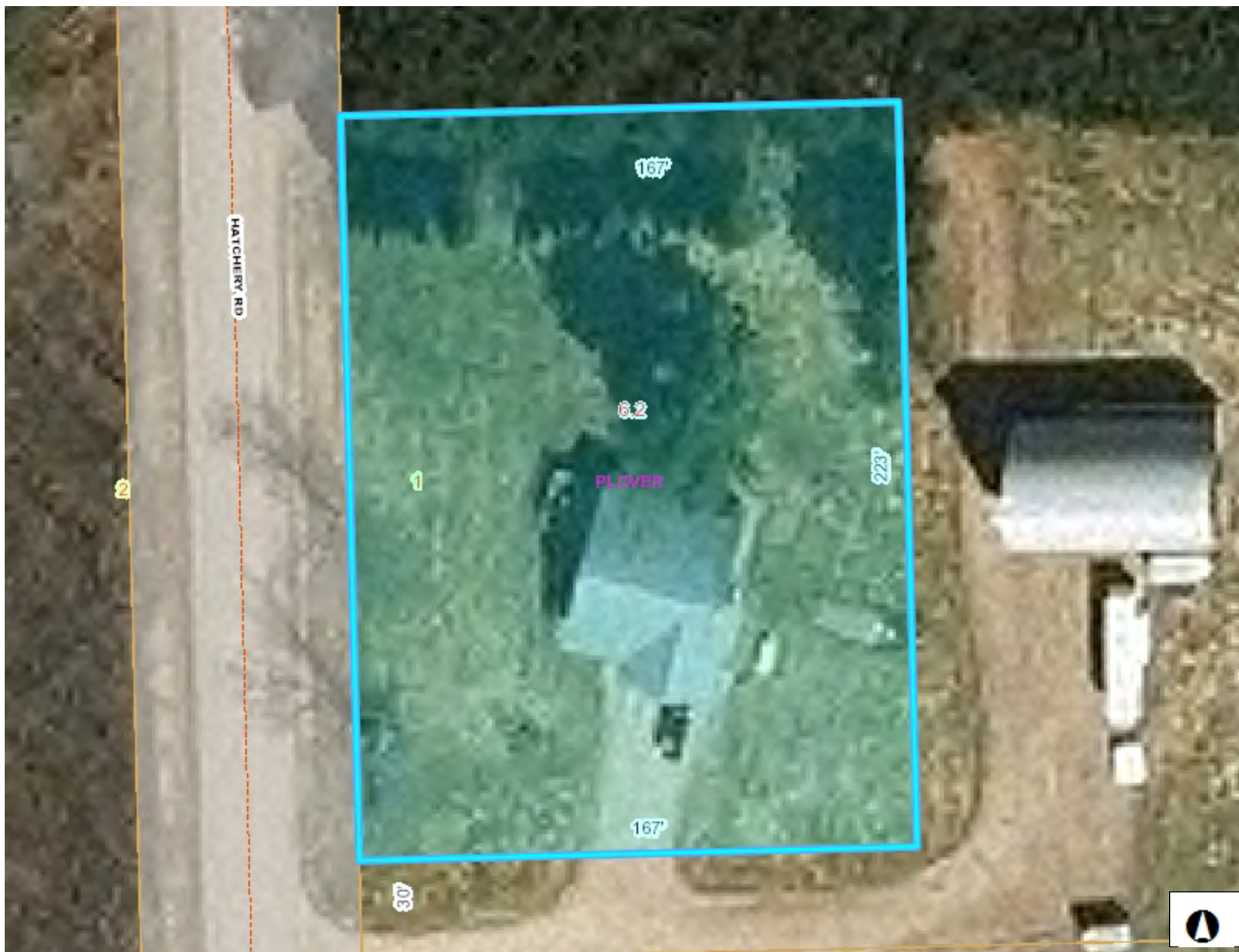
Sheet 2 of 2 Sheets







# Land Information Mapping System



## Legend

- Parcel Annotations
- Parcels
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Municipalities
- 2015 Orthos
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3

22.31 0 22.31 Feet



NAD\_1983\_HARN\_WISCRS\_Marathon\_County\_Feet

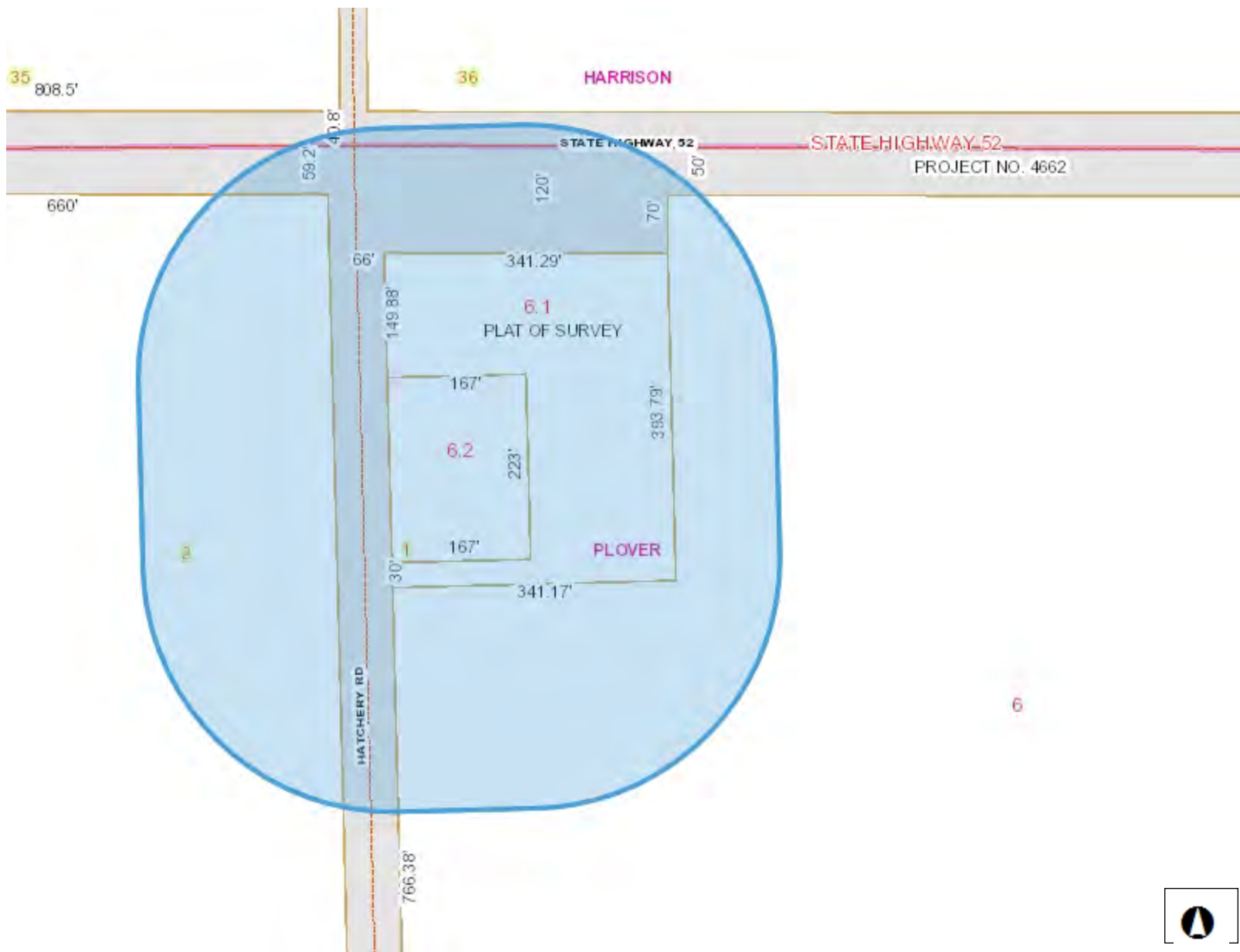
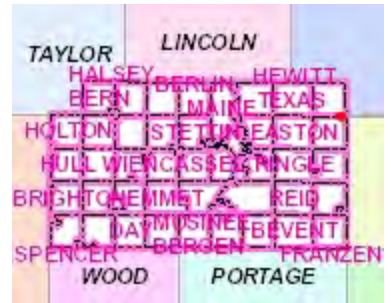
DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement 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

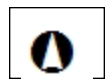


# Land Information Mapping System



### Legend

- Parcel Annotations
- Parcels
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Municipalities



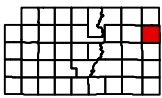
89.24 0 89.24 Feet

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

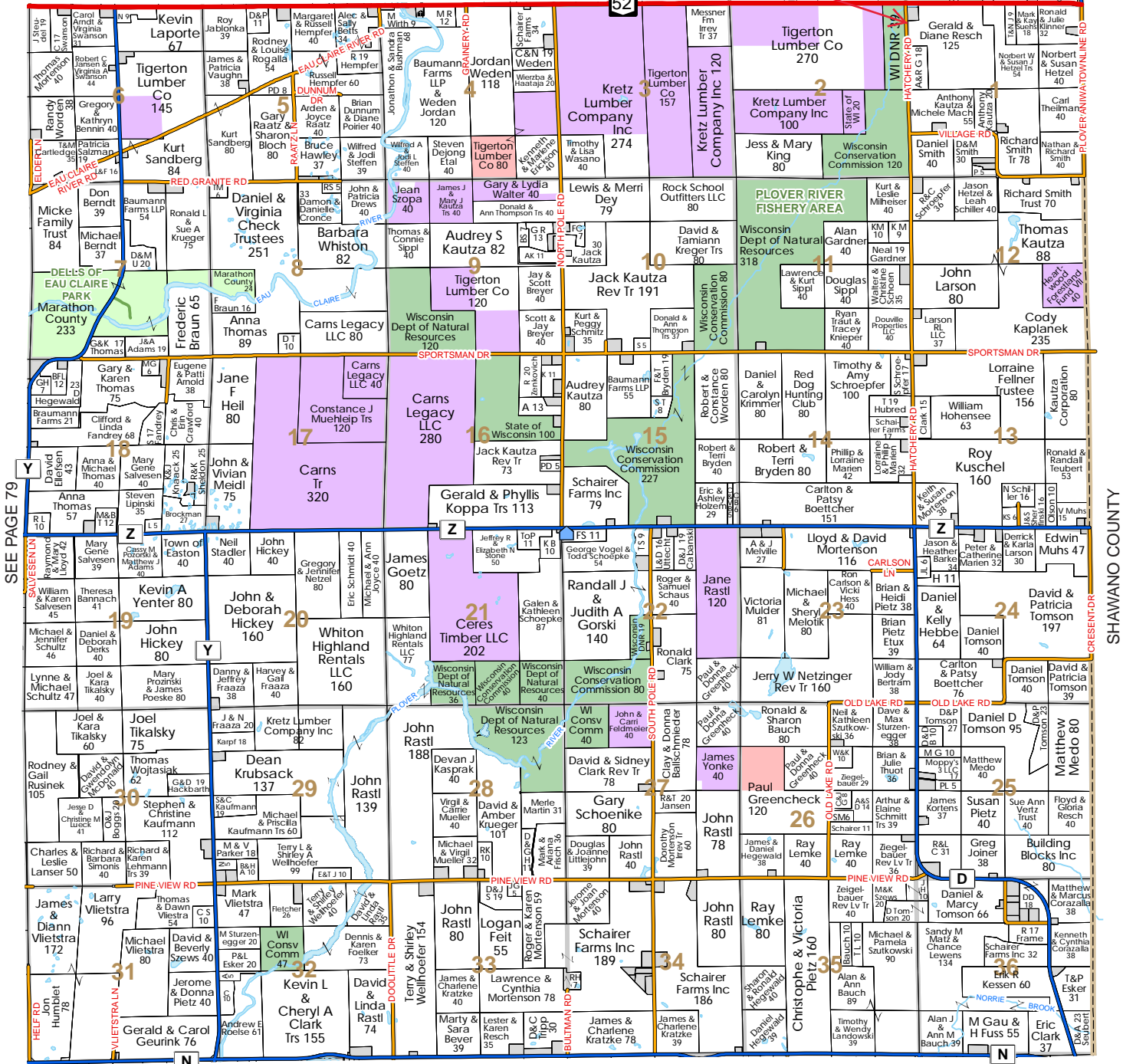
### Notes





SEE PAGE 97

52



SEE PAGE 79

SEE PAGE 63

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Join Today!



STATE OF WISCONSIN )  
MARATHON COUNTY )  
TOWN OF PLOVER )

**RESOLUTION ON ZONING ORDINANCE AMENDMENT**

TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE

I, Doreen Erbrecht, Clerk of the Town of Plover, 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 Plover Town Board at a meeting held on the 11<sup>th</sup> day of February, 2020.

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 Plover Town Board considered on the 11<sup>th</sup> day of February, 2020, petition by Jerrod Kautza and Gerald & Diane Resch requesting that the Marathon County Zoning Ordinance be amended from L-D-R Low Density Residential, R-R Rural Residential and G-A General Agriculture to R-E Rural Estate described as part of the NW 1/4 of the NW 1/4 of Section 01, Township 29 North, Range 10 East, Town of Plover. Proposed as Lot #1 (5.48 Acres) of the Preliminary Survey submitted by Cornerstone Surveying. Areas described to be rezoned consist of part of parent parcel PIN # 062-2910-012-0997 with the site address of 184377 State Highway 52, Aniwa WI 54408, as well as all of parent parcels PIN # 062-2910-012-0995 and PIN # 062-2910-012-0996 with a property address 238401 Hatchery Road, Aniwa WI 54408

The Town of Plover 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: \_\_\_\_\_

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

OR     **Requests an Extension\*** for the following reasons: \_\_\_\_\_

\*Wis. Stats §59.69(5)(c), (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 *Doreen Corbett*  
Town Board *[Signature]*  
*[Signature]*

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 March 26, 2020 to:

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

**RECEIVED**  
FEB 12 2020  
MARATHON CO. CONSERVATION,  
PLANNING & ZONING DEPT  
Pg 2 of 2



**Jerrod Kautza and Gerald & Diane Resch  
Petition to Rezone Land  
Staff Report  
Environmental Resources Committee**

**Findings of Fact**

**REQUEST:**

The petition of Jerrod Kautza and Gerald & Diane Resch to amend the Marathon County Zoning Ordinance to rezone lands from L-D-R (Low Density Residential), R-R (Rural Residential), and G-A (General Agriculture) to R-E (Rural Estate) on properties described as part of the NW ¼ of the NW ¼ of Section 01, Township 29 North, Range 10 East, Town of Plover. Proposed as Lot #1 (5.48 Acres) of the Preliminary Certified Survey Map submitted by Cornerstone Surveying. Areas described to be rezoned consist of part of parent parcel PIN# 062-2910-012-0997 with the site address of 184377 State Highway 52, Aniwa WI 54408, as well as all of parent parcels PIN # 062-2910-012-0995 and PIN# 062-2910-012-0996 with a property address 238401 Hatchery Road, Aniwa WI 54408.

**EXISTING ZONING DISTRICTS:**

**L-D-R: Low Density Residential District.** The purpose of the L-D-R district is to accommodate single-family residential use along existing streets and to promote single-family residential development (involving the extension of new streets) where sanitary sewer and municipal water may be available. The densities are intended to provide for areas of suburban character in the community and to prevent excessive demands on sewerage and water systems, streets, schools, and other community facilities. The districts are intended to avoid overcrowding by requiring certain minimum yards, open spaces, and site area while making available a variety of dwelling types and densities to serve a wide range of individual requirements and thereby providing a more orderly and efficient extension of public facilities.

&

**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.

&

**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.

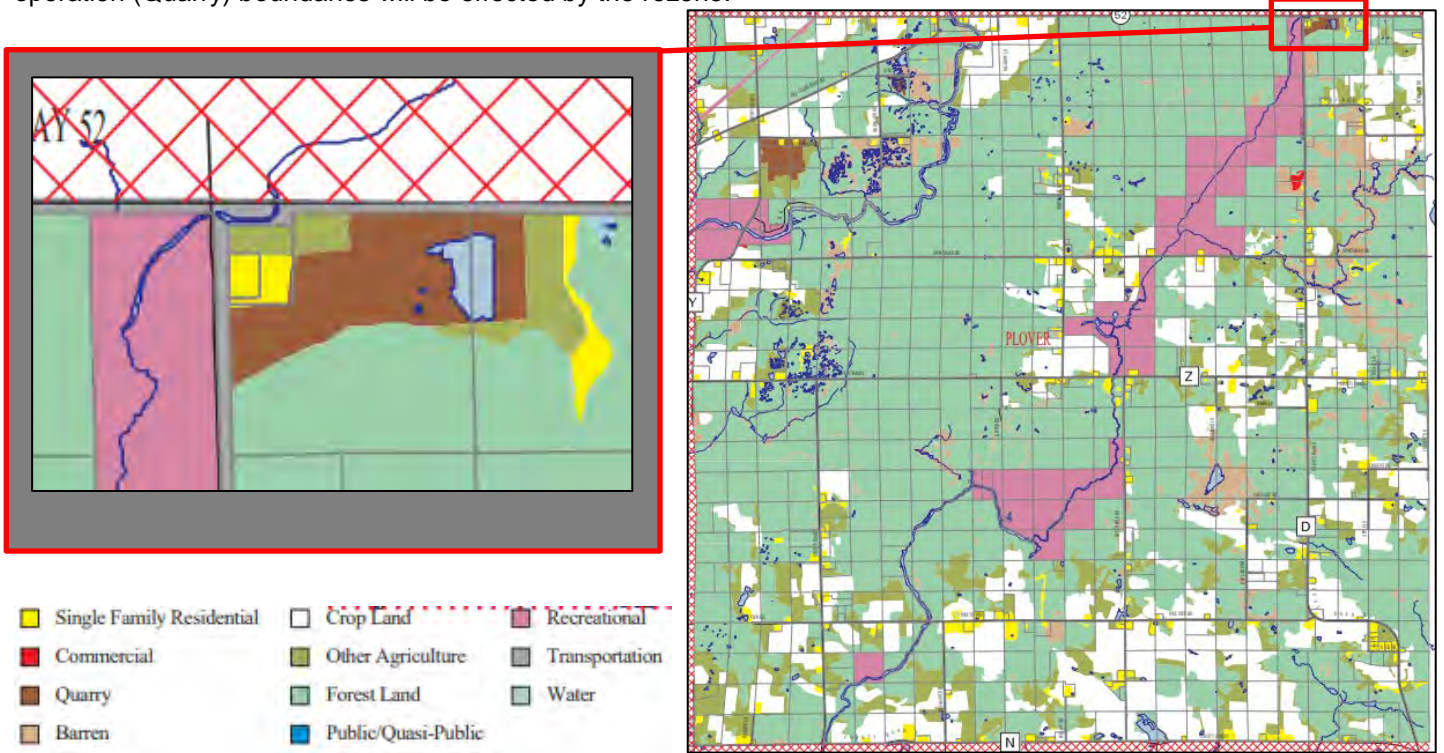
**PROPOSED ZONING DISTRICT:**

**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.

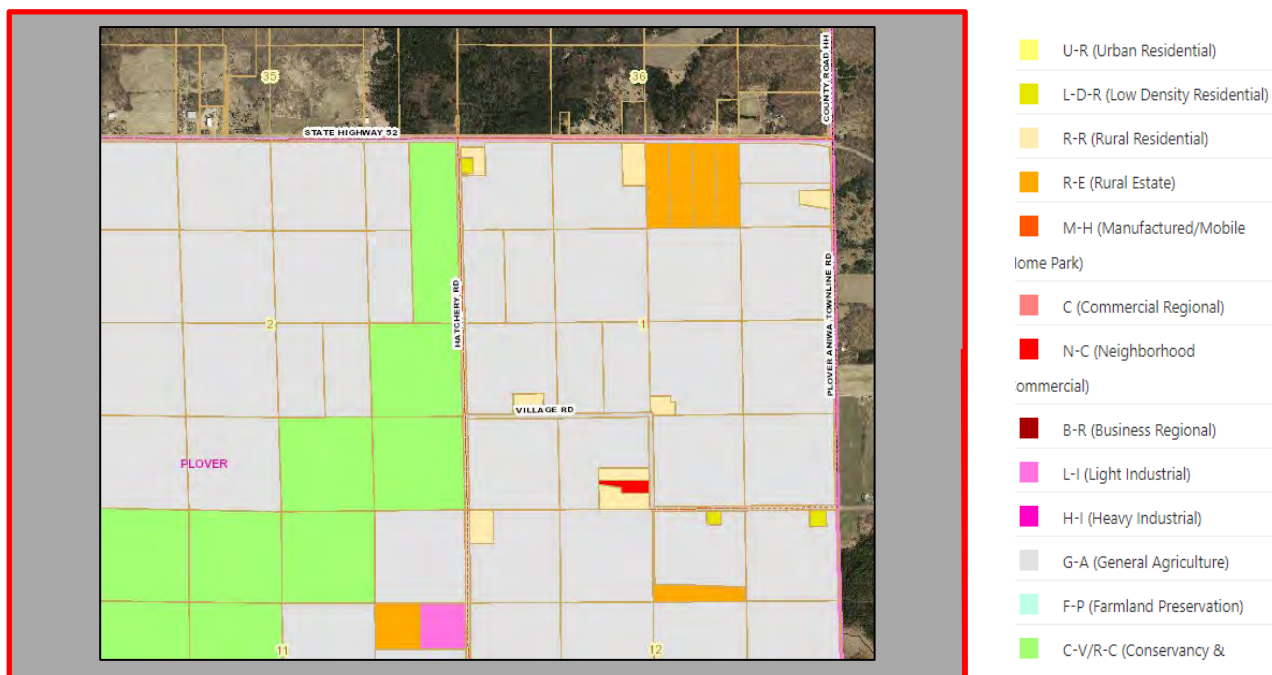
**FARMLAND PRESERVATION PLAN:** The areas in question was not designated as a farmland preservation area in the Farmland Preservation Plan in 2013. Designating this land as a farmland preservation area indicates the land consists of prime agricultural land and supports the agriculture economy.



**TOWN COMPREHENSIVE PLAN FUTURE LAND USE:** The proposed area to be rezoned is identified as Other Agriculture, Single Family Residential, and Quarry land uses in the Town of Plover's Comprehensive Plan Future Land Use Map (2005). The adjacent lands are comprised of Forest Land (light green), Other Agriculture (green), Recreational (pink) and Quarry (brown) land uses. The use the area in question will not change as a result of the rezone petition. No Non-Metallic Mining operation (Quarry) boundaries will be effected by the rezone.



**EXISTING ZONING DISTRICT MAP:** Adjacent parcels are predominantly zoned G-A – General Agriculture with some R-R (Rural Residential) and R-E (Rural Estate) zoned parcels in the area. There is a large portion of the town zoned C-V/R-C (Conservancy & Recreation) along a river (Plover River) seen below in green. The proposed parcels will be compliant as it relates to parcel size, dimension, frontage, access, etc. The intent of this rezone is to bring the parcel closer to compliance as it relates to an accessory structure that currently exceeds the dimensional limitations of the residential zoning district.

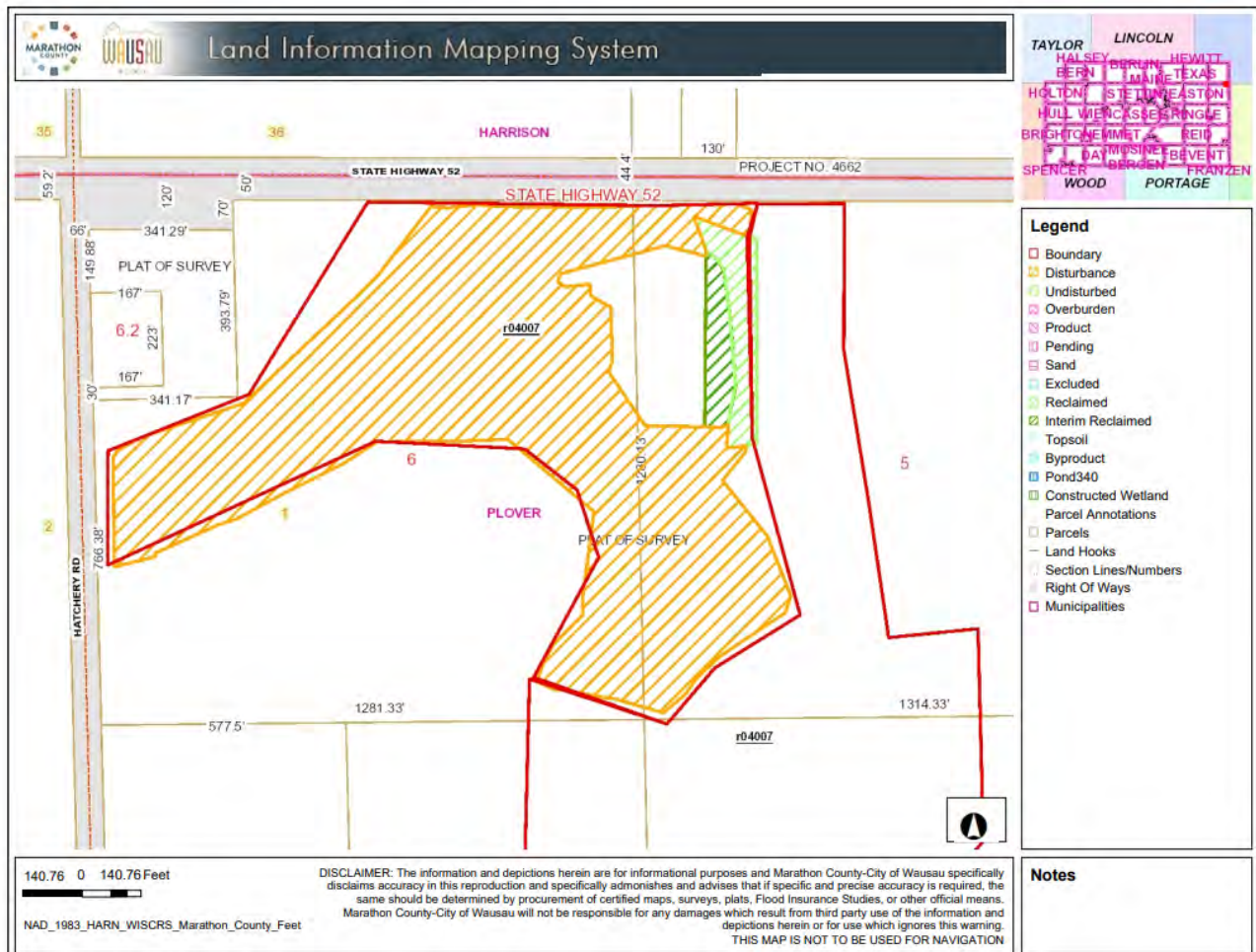


**SIGNIFICANT PARCEL LIMITATIONS AND/OR NATURAL FEATURES:** The areas proposed to be rezoned have no mapped floodplain or DNR mapped wetlands. There is a stream to the north of the areas proposed to be rezoned. The majority of the area proposed to be rezoned is within the shoreland overlay which is due to the Plover River to the north.




- DNR Wetland Areas
- Floodplain**
- A
- AO
- AE
- AE FLOODWAY
- AE ADMINISTRATIVE FLOODWAY
- 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
- Shoreland Overlay Zoning

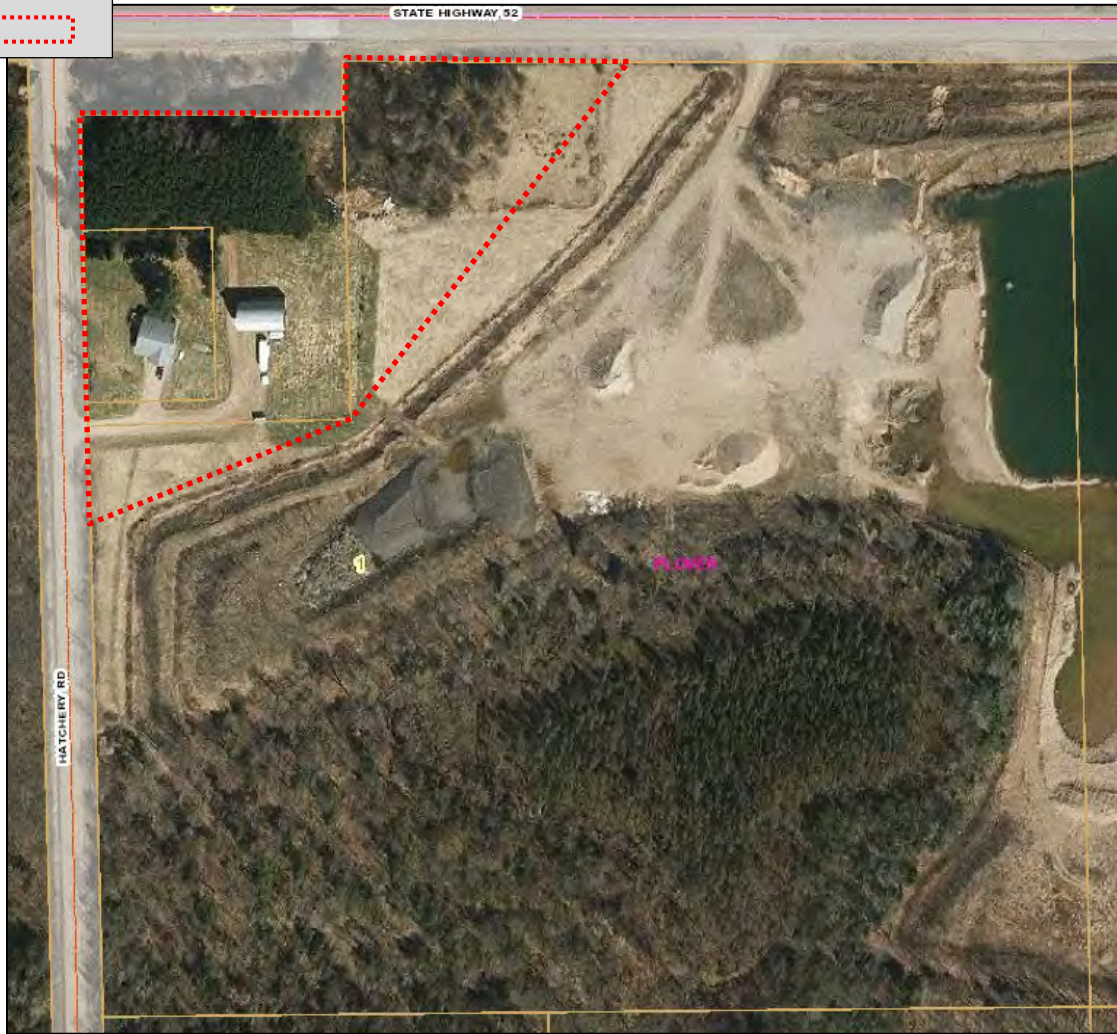
**Marathon County Non-Metallic Mining Map Viewer**



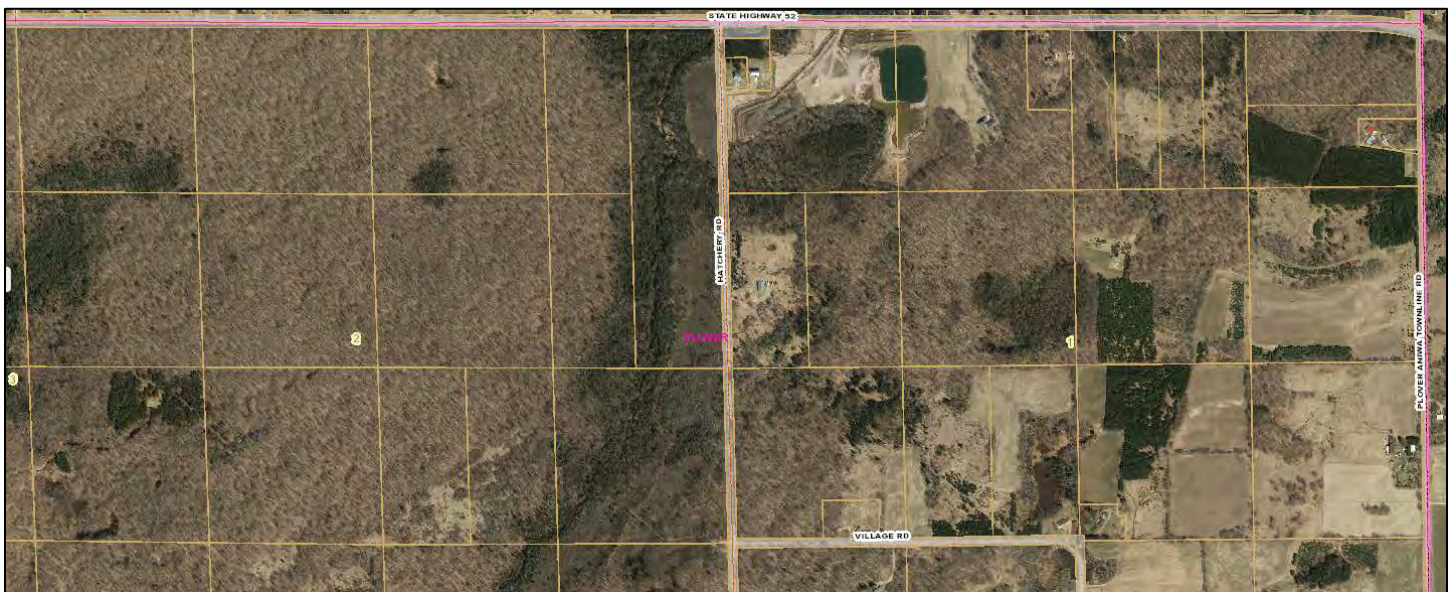


Approximate Location  
of the proposed Land  
Division 

## AERIAL PHOTO: #1

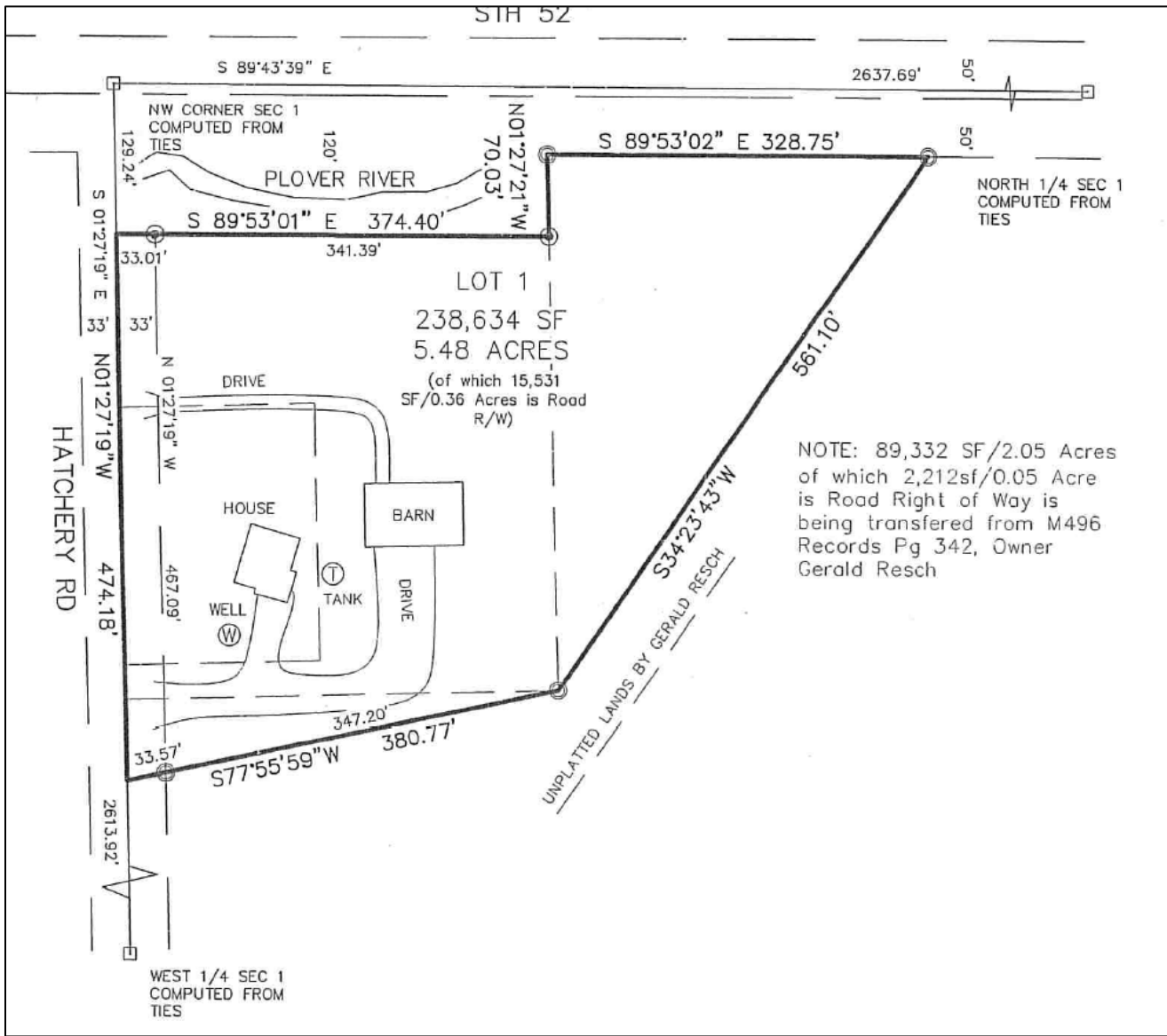


## Aerial Photo: #2





**Preliminary CSM:**



**Legal Discription(s):**

MARATHON COUNTY CERTIFIED SURVEY MAP

I, Charley G. Brinkmeier, Professional Land Surveyor, hereby certify:

That I have surveyed, and mapped by the order of Jerrod Kautza, a parcel of land being part of the Northwest 1/4 of the Northwest 1/4 of Section 1, Township 29 North, Range 10 East, Town of Plover, Marathon County, Wisconsin more particularly described as follows:

Commencing at the Northwest Corner of Section 1 thence S 1° 27' 19"E, 129.24 feet along the West line of the Northwest 1/4 of Section 1 to the point of beginning of the parcel herein described; thence S 89° 53' 01"E, 374.40 feet; thence N 1° 27' 21"W, 70.03 feet; thence N 89° 53' 02"E, 328.75 feet; thence S 34° 23' 43"W, 561.10 feet; thence S 77° 55' 59"W, 380.77 feet; thence N 1° 27' 19" W; 474.18 feet to the point of beginning of the parcel here in described.

Said parcel contains 238.634 Square Feet or 5.48 Acres, of which 15,531 square feet or 0.36 Acres is Road R/W.

Subject to all roadways and easements of record.

That this map is a true and correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made to the best of my knowledge and belief;

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes;

Dated this 10th day of December, 2019.

**TOWN RECOMMENDATION:**

On February 11<sup>th</sup>, 2020 the **Town of Plover** Town Board Recommended **Approval** to Marathon County's Environmental Resources Committee. Noting the town did not have any questions, concerns, or comments on the rezone in question.

The Town of Plover 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 *Debra Erickson*

Town Board *[Signature]*  
*[Signature]*  
*[Signature]*

**STAFF (CPZ) RECOMMENDATION(S):**

If approved the Town of Plover should updated their comprehensive plan future land use map to reflect the proposed rezone to Rural Estate (R-E) from General Agriculture (G-A), Low Density Residential (L-D-R), and Rural Residential (R-R). Approximately half the area in question is designated for residential use in the Town of Plovers Comprehensive Plan and the additional lands being added from G-A will not encroach on the active NMM. The rezone and parcel reconfigurations meet all the zoning district and land division standards as it relates to size, frontage, access, and dimension, etc. The remnant parcel will have greater than 10 acres which conforms to the G-A zoning district standards. The rezone petition minimizes the agricultural lands converted as the use of the parcels will not change. An approved rezone will allow Kautza to come into compliance (after permits are issued) in regard to the active violation onsite.

CPZ Staff Key Criteria:	No	Yes
1. Rezone is consistent with the purpose and intent of Marathon County's Comprehensive Plan		<b>X</b>
2. Rezone is compliant with Marathon County Chapter 17 Zoning Code of Ordinances		<b>X</b>
3. Rezone is compatibility with adjacent parcels uses and zoning districts		<b>X</b>
4. There has been no Town or Local opposition received by CPZ regarding the proposed rezone set forth to the Environmental Resources Committee.		<b>X</b>

**Recommendation:**

Based on the information provided and the Town of Plover's input, CPZ staff finds the Environmental Resources Committee should recommend **Approval** to 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:

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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  
BEFORE THE MARATHON COUNTY BOARD OF SUPERVISORS

Public hearing  
March 5<sup>th</sup>

1. As authorized by §17.91 of the Marathon County Zoning Code (I) (we) (Name & Address):

DAN HIGGINBOTHAM, Plover River Land Co.

hereby petition to rezone property owned by (Name & Address):

DAVID AND PATRICIA TOMSON 233250 Crescent Drive Birnamwood WI 54414

from the classification G-A, General A6 to RR, 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 preliminary Certified Survey Map

Parcel Identification Number (PIN): 062-2910-252-0992

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

Building Lot for home

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.

Roads and utilities currently exist

B. Explain how the provision for these facilities will not be an unreasonable burden to local government.

No additional utilities, roads or services should be required

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

The property has been visually inspected and surveyed. There is adequate space to build a home. The soil survey indicates suitable conditions for wells and septic systems

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.

Nothing should be required. The proposed lot is nearly 4 Acres and only a small percentage will be disturbed

E. Explain any potential for conflict with existing land uses in the area.

The person building is a grandson of the owner and understands the potential for farm/residential conflicts

RECEIVED

(OVER)

JAN 16 2020

MARATHON CO. CONSERVATION,  
PLANNING & ZONING DEPT.



- F. Demonstrate the need of the proposed development at this location. The grandfather wants his grandson to have a piece of the family farm
- G. What is the availability of alternative locations? Be specific. Another portion of the farm was looked at but thought to be too difficult to develop due to the facilities which would need to be provided
- H. If cropland is being consumed by this Zone Change, what is the productivity of the agricultural lands involved? ☞ Cropland is being avoided
- 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. N/A

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 Dan Higginbotham Phone 715-444-2229 Date 1/3/20  
 8. Owner's Signature David Tomson Phone 715-449-2885 Date 1/6/20  
 (If different)

Date Fee Received: 01/16/2020 DS

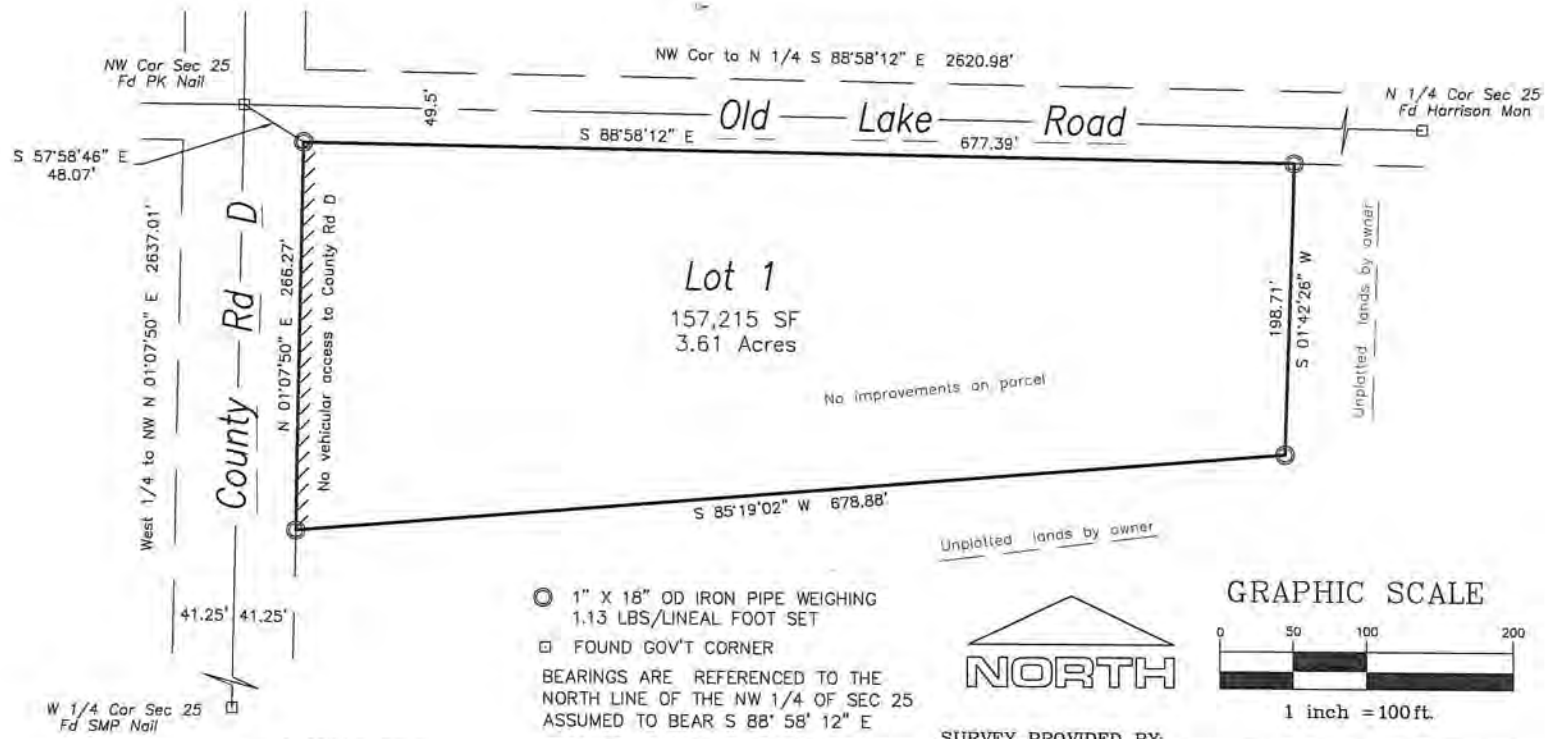
Fee \$600.00 PAYABLE TO MARATHON COUNTY

**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.**



# Certified Survey Map No. \_\_\_\_\_

OF PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 29 NORTH,  
RANGE 10 EAST, TOWN OF PLOVER, MARATHON COUNTY, WISCONSIN



SHEET 1 OF 2

SURVEY PROVIDED BY:  
PLOVER RIVER LAND CO. 2625 NORTHWESTERN AVENUE WAUSAU, WI 54403 (715)449-2229

MARATHON COUNTY CERTIFIED SURVEY MAP

I, Daniel E. Higginbotham, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped by the order of the Devin Barnmes, Agent, a parcel of land being part of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 25, Township 29 North, Range 10 East, Town of Plover, Marathon County, Wisconsin, more particularly described as follows:

Commencing at the Northwest Corner of Section 25; thence S 57° 58' 46" E, 48.07 feet to the Easterly R/W of County Road D and the point of beginning of the parcel herein described; thence S 88° 58' 12" E, 677.39 feet along the Southerly R/W of Old Lake Road; thence S 01° 42' 26" W, 198.71 feet; thence S 85° 19' 02" W, 678.88 feet to the Easterly R/W of County Road D; thence N 01° 07' 50" E, 266.27 feet along the Easterly R/W of County Road D to the point of beginning of the parcel herein described.

Said parcel contains 157,215 Square Feet or 3.61 Acres.  
Subject to all roadways and easements of record.

That this map is a true and correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made to the best of my knowledge and belief;

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Marathon County Land Division Ordinance;

Dated this 5<sup>th</sup> day of January, 2020.

---

P.L.S. No. S-1935

Prepared by:  
Plover River Land Co., Inc.  
2625 Northwestern Avenue  
Wausau, WI 54403

Prepared for:  
David Tomson  
233250 Crescent Drive  
Biramwood, WI 54414

Sheet 2 of 2 Sheets



# Land Information Mapping System



## Legend

- Parcel Annotations
- Parcels
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Municipalities
- 2015 Orthos
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3

126.92 0 126.92 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.

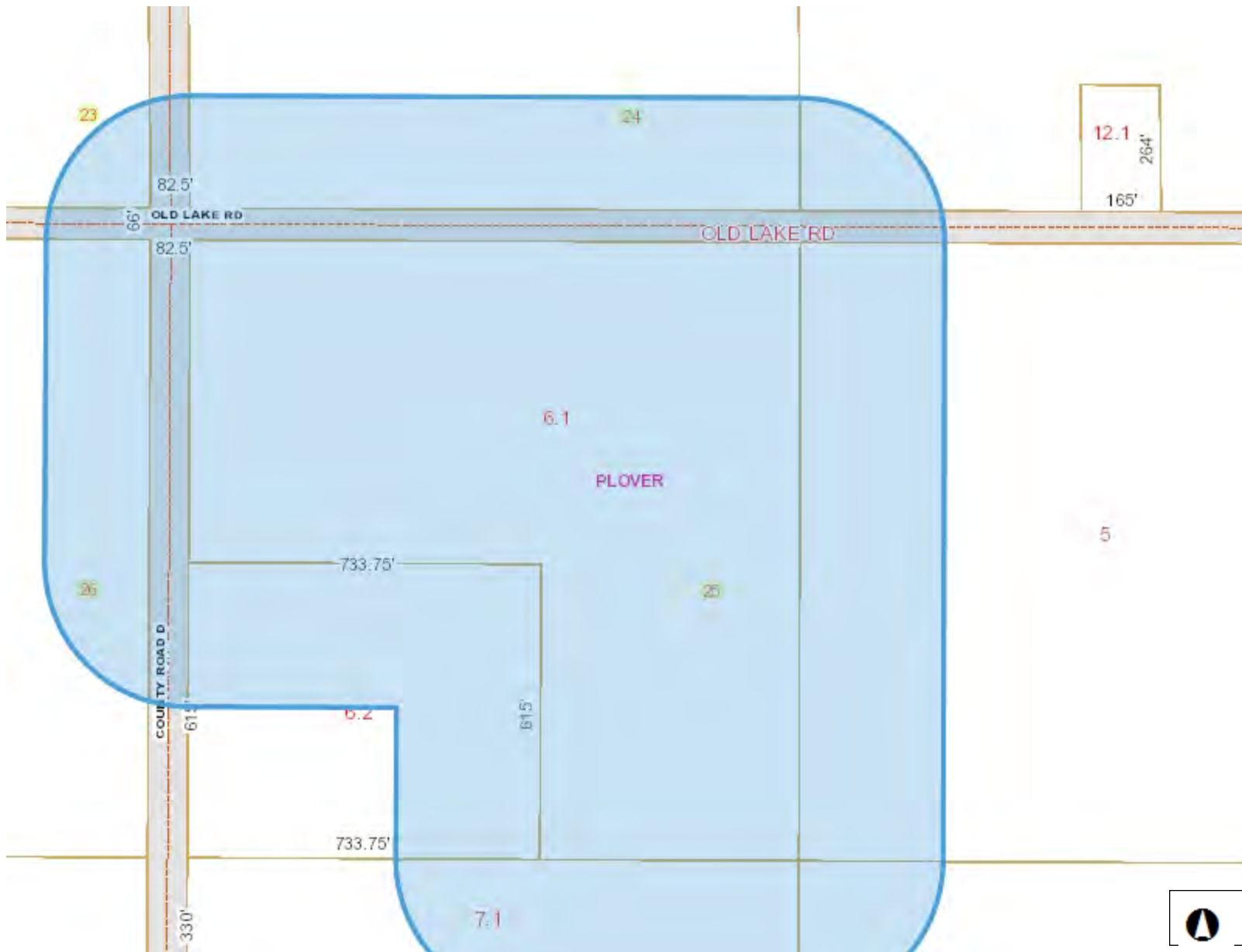
THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Notes





# Land Information Mapping System



### Legend

- Parcel Annotations
- Parcels
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Municipalities

154.89 0 154.89 Feet

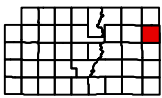


NAD\_1983\_HARN\_WISCRS\_Marathon\_County\_Feet

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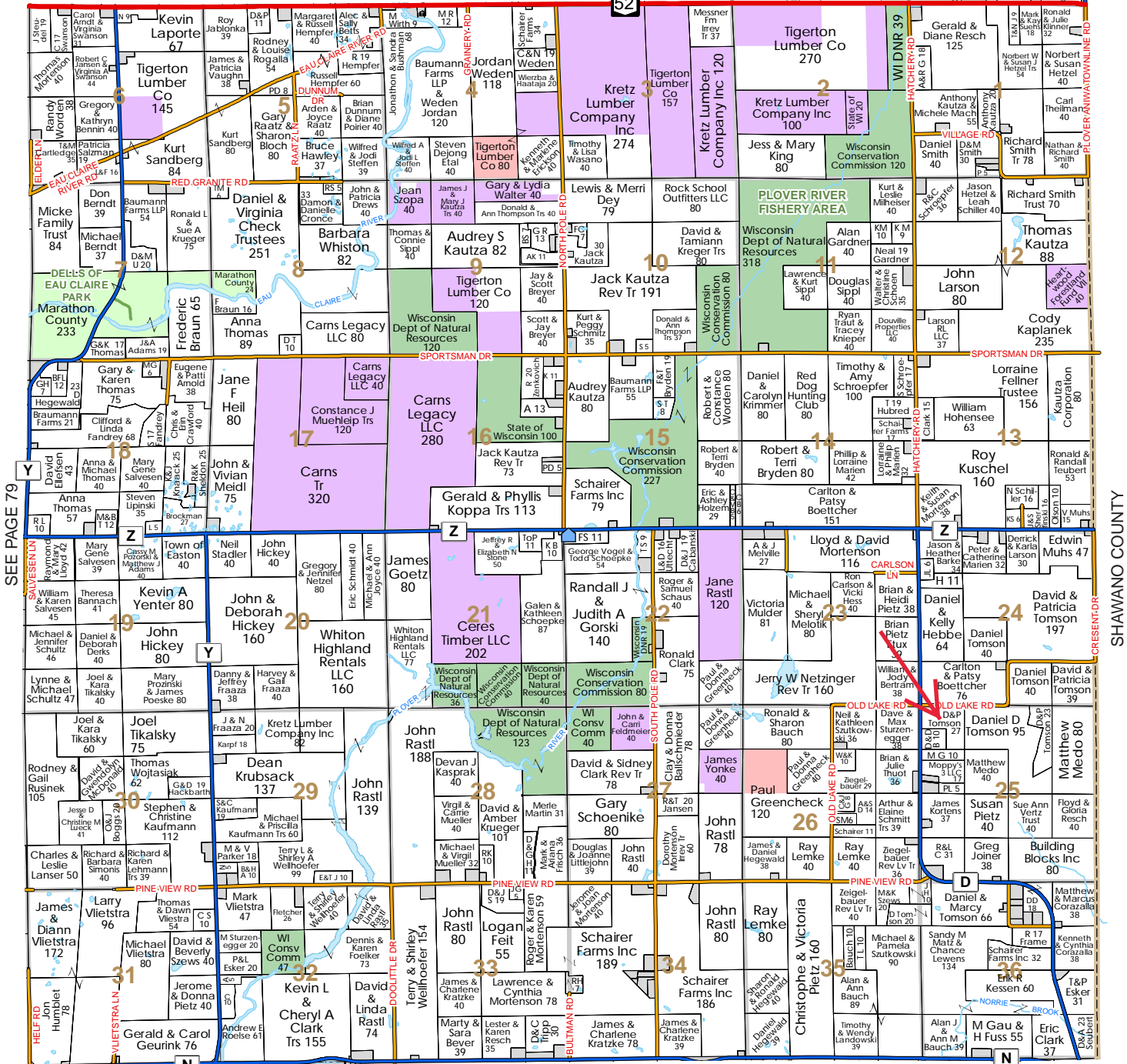
**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

### Notes



SEE PAGE 97

52



SEE PAGE 79

SEE PAGE 63

**Discover 4-H**  
Join Today!

The banner features a brick wall background. The text 'Discover 4-H' is written in large, bold, red letters with a white outline. Below it, 'Join Today!' is written in a red, cursive script font. To the right of the text is a green four-leaf clover logo with the letters 'H', '4', 'H' on its leaves. At the bottom right of the clover, the text '© USC 707' is visible.

SHAWANO COUNTY

STATE OF WISCONSIN )  
MARATHON COUNTY )  
TOWN OF PLOVER )

**RESOLUTION ON ZONING ORDINANCE AMENDMENT**

TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE

I, Dorcen Erbrecht, Clerk of the Town of Plover, 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 Plover Town Board at a meeting held on the 11 day of February, 2020.

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 Plover Town Board considered on the 11<sup>th</sup> day of February, 2020, petition of Dan Higginbotham, Plover River Land Co. on behalf of David and Patricia Tomson to amend the Marathon County Zoning Ordinance to rezone lands from G-A General Agriculture to R-R Rural Residential, on properties described as part of the NW ¼ of the NW ¼ of Section 25, Township 29 North, Range 10 East, Town of Plover. Proposed area to be rezoned is described as Lot #1 (3.61 Acres) on the Preliminary Survey submitted by Plover River Land Co. Areas to be rezoned consist of part of parent parcel PIN # 062-2910-252-0992.

The Town of Plover 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: \_\_\_\_\_

---

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

OR     **Requests an Extension\*** for the following reasons: \_\_\_\_\_

---

\*Wis. Stats §59.69(5)(c), (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 *[Signature]*  
Town Board *[Signature]*  
*[Signature]*  
*[Signature]*

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 March 26, 2020 to:

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

**RECEIVED**  
FEB 12 2020  
MARATHON CO. CONSERVATION,  
PLANNING & ZONING DEPT  
Pg 2 of 2



**David & Patricia Tomson  
Petition to Rezone Land  
Staff Report  
Environmental Resources Committee**

**Findings of Fact**

**REQUEST:**

The petition of Dan Higginbotham, Plover River Land Co. on behalf of David and Patricia Tomson to amend the Marathon County Zoning Ordinance to rezone lands from G-A General Agriculture to R-R Rural Residential, on properties described as part of the NW ¼ of the NW ¼ of Section 25, Township 29 North, Range 10 East, Town of Plover. Proposed area to be rezoned is described as Lot #1 (3.61 Acres) on the Preliminary Certified Survey Map submitted by Plover River Land Co. Areas to be rezoned consist of part of parent parcel PIN # 062-2910-252-0992.

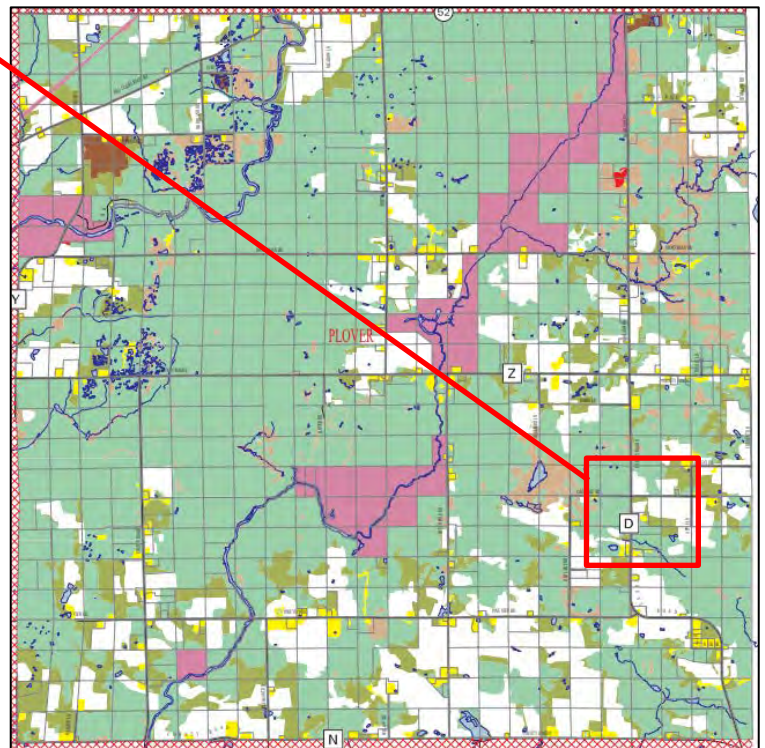
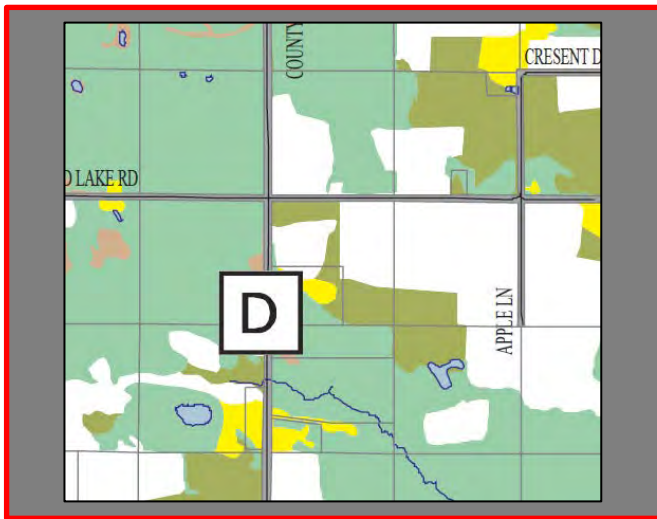
**EXISTING ZONING DISTRICTS:**

**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:**

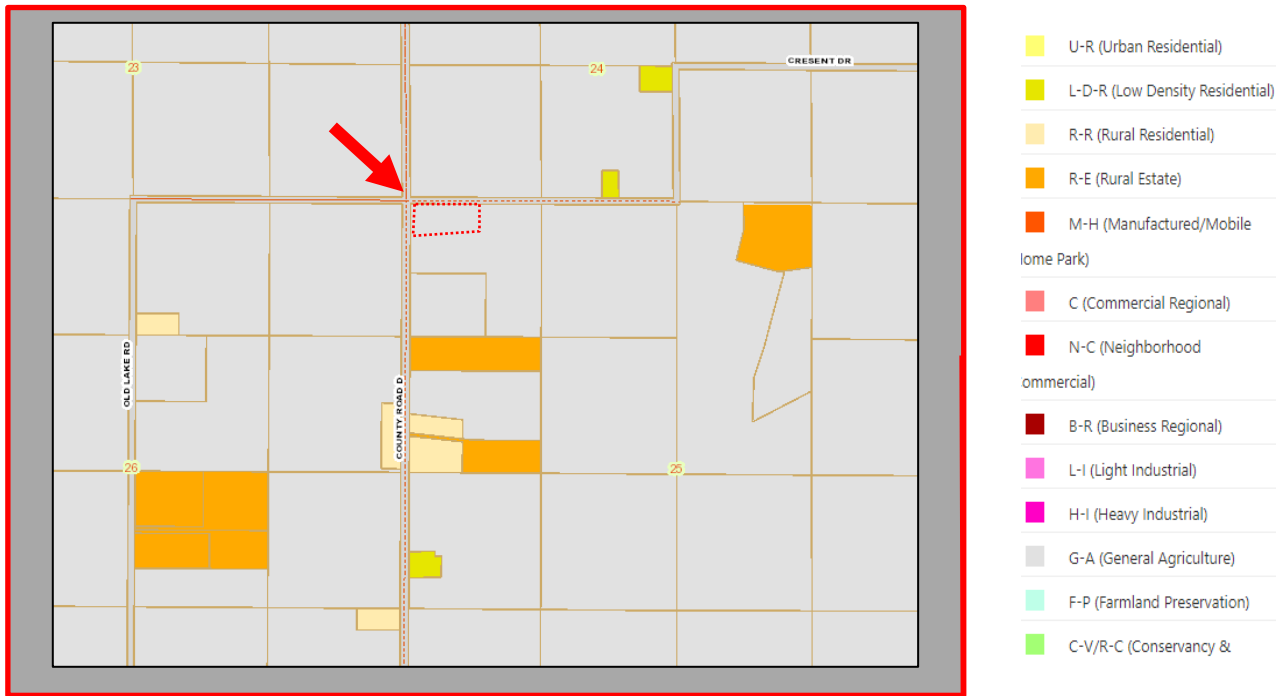
**R-R: Rural Residential District.** The purpose of the R-R district is to accommodate single-family residential use along existing streets, to preserve the rural character while promoting open space single-family residential development (involving the extension of new streets), and to separate agricultural 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.

**TOWN COMPREHENSIVE PLAN FUTURE LAND USE:** The proposed area to be rezoned is identified as an Other Agriculture land use in the Town of Plover's Comprehensive Plan Future Land Use Map (2005). The adjacent lands are comprised of Forest Land (light green), Other Agriculture (green), Crop Land (white), and Single Family Residential land uses.

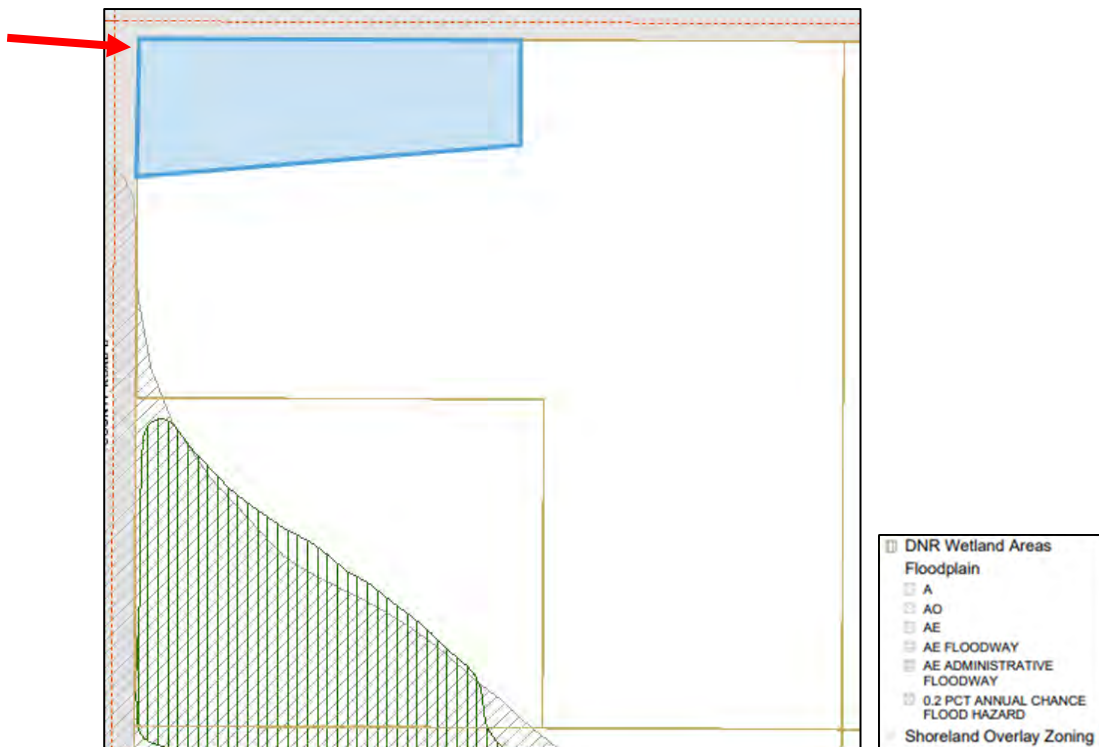


- |                           |                     |                |
|---------------------------|---------------------|----------------|
| Single Family Residential | Crop Land           | Recreational   |
| Commercial                | Other Agriculture   | Transportation |
| Quarry              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

**EXISTING ZONING DISTRICT MAP:** Adjacent parcels are predominantly zoned G-A – General Agriculture with some R-R (Rural Residential) and R-E (Rural Estate) zoned parcels in the area. The proposed parcels will be compliant as it relates to parcel size, dimension, frontage, access, etc. The intent of this rezone is to allow for residential construction on the area in question, the petitioner has indicated there has been a survey, visual inspection, and soils tests conducted onsite to better determine how suitable this area is for a home.



**SIGNIFICANT PARCEL LIMITATIONS AND/OR NATURAL FEATURES:** The areas proposed to be rezoned have no mapped floodplain or DNR mapped wetlands. There does appear to be some mapped floodplain on the parent parcel shown below. Areas shown in blue below identifies the approximate location of the proposed area to be rezoned and divided from the parent parcel.



**AERIAL PHOTO: #1**





**Aerial Photo: #2**

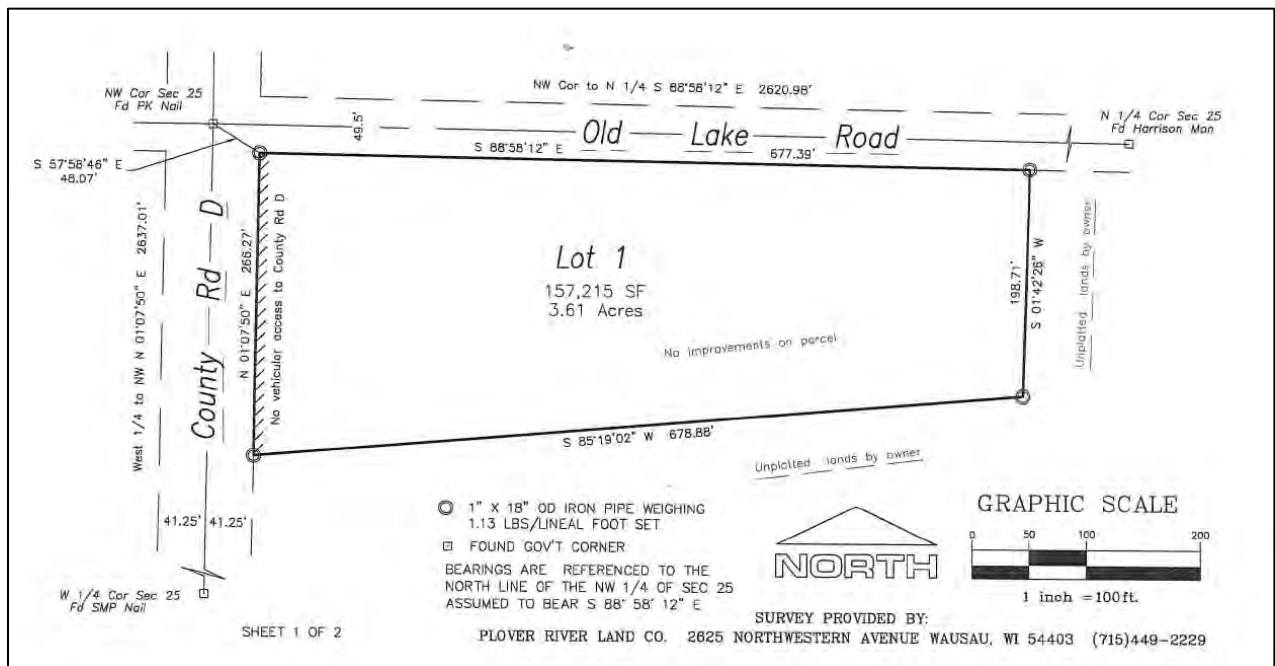


**Aerial Photo #3**





**Preliminary CSM:**



**Proposed Legal Discription:**

I, Daniel E. Higginbotham, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped by the order of the Devin Barnmes, Agent, a parcel of land being part of the Northwest ¼ of the Northwest ¼ of Section 25, Township 29 North, Range 10 East, Town of Plover, Marathon County, Wisconsin, more particularly described as follows:

Commencing at the Northwest Corner of Section 25; thence S 57° 58' 46" E, 48.07 feet to the Easterly R/W of County Road D and the point of beginning of the parcel herein described; thence S 88° 58' 12" E, 677.39 feet along the Southerly R/W of Old Lake Road; thence S 01° 42' 26" W, 198.71 feet; thence S 85° 19' 02" W, 678.88 feet to the Easterly R/W of County Road D; thence N 01° 07' 50" E, 266.27 feet along the Easterly R/W of County Road D to the point of beginning of the parcel herein described.

Said parcel contains 157,215 Square Feet or 3.61 Acres.  
Subject to all roadways and easements of record.

That this map is a true and correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made to the best of my knowledge and belief;

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Marathon County Land Division Ordinance;

Dated this 5<sup>th</sup> day of January, 2020.

**TOWN RECOMMENDATION:**

On February 11<sup>th</sup>, 2020 the **Town of Plover** Town Board Recommended **Approval** to Marathon County's Environmental Resources Committee. The town has not submitted any additional comments, questions, or concerns with respect to the proposed rezone petition

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

**OR**  **Requests an Extension\*** for the following reasons: \_\_\_\_\_

\*Wis. Stats §59.69(5)(c), (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 *Doreen Carbrack*  
Town Board *[Signature]*  
*[Signature]*  
*[Signature]*



**STAFF (CPZ) RECOMMENDATION(S):**

If approved the Town of Plover should updated their comprehensive plan future land use map to reflect the proposed rezone to Rural Residential (R-R) from General Agriculture (G-A). The entire area proposed to be rezoned is designated for other agriculture land uses in the Town of Plovers Comprehensive Plan 2005, yet, there is no active farmland and the area in question is currently wooded. The rezone and parcel reconfiguration meets all the zoning district and land division standards as it relates to size, frontage, access, and dimension, etc. The remnant parcel will have greater than 10 acres which conforms to the G-A zoning district standards. The rezone petition and proposed land division minimizes the agricultural lands converted as no farmland will be converted given the parcel design. The intent of the rezone is to allow for new home construction on the area in question, of which shall access Old Lake Rd given County Road D has an access restriction as shown on the preliminary CSM submitted to the CPZ Department.

<b>CPZ Staff Key Criteria:</b>	<b>No</b>	<b>Yes</b>
1. Rezone is consistent with the purpose and intent of Marathon County's Comprehensive Plan		<b>X</b>
2. Rezone is compliant with Marathon County Chapter 17 Zoning Code of Ordinances		<b>X</b>
3. Rezone is compatibility with adjacent parcels uses and zoning districts		<b>X</b>
4. There has been no Town or Local opposition received by CPZ regarding the proposed rezone set forth to the Environmental Resources Committee.		<b>X</b>

**Recommendation:**

Based on the information provided and the Town of Plover's input, CPZ staff finds the Environmental Resources Committee should recommend **Approval** to Marathon County Board of Supervisors.



**Case: #3**  
**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:

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- 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:

---

---

---

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Signature:

Chairman: \_\_\_\_\_





## MEMORANDUM

DATE: February 13, 2020  
TO: Environmental Resources Committee  
FROM: Matt Repking, Conservation Analyst  
SUBJECT: ORDINANCE REVISIONS - Chapter 11.02 – Animal Waste Management Ordinance

The Marathon County Conservation, Planning, and Zoning Department (CPZ) is currently revising Chapter 11.02 – Animal Waste Management Ordinance of the General Code of Ordinances. The proposed revisions are for clarification of Marathon County’s Chapter 11.02 – Animal Waste Management Ordinance.

### The types of changes proposed include:

- Expand and clarification of definitions
- Clarification of the activities subsection to regulation for:
  - Waste storage facilities, livestock facilities and land applications of animal waste
- Animal waste storage facility setbacks from property lines and roads
- Implementation of State Performance Standards and Prohibitions for:
  - Runoff from barnyards
  - Unconfined animal waste storage piles
  - Overgrazed stream banks
- Clarification of enforcement, variance, and appeals process

### The approximate timeline and important dates are as follows:

- ❖ **February 24, 2020 – Open House** - 1 PM to 6 PM. (CPZ large conference room - 210 River Drive Wausau, WI 54403)
- ❖ **March 5, 2020 – Public Hearing** – to be held during the Environmental Resources Committee Meeting. (3:00pm – Room 5 – 212 River Drive, Wausau, WI 54403) The intent of this hearing is to allow public input regarding ordinances and address any questions/concerns related to ordinance language.
- ❖ **March 24, 2020**– Chapter 11.02 submitted to County Board for Approval
- ❖ **March 25, 2020** – Chapter 11.02 is approved ordinance goes into effect.

These ordinance revisions coincide with Objective 5.2 and 6.3 of the Marathon County Strategic Plan – Promote sound land use decisions that conserve and preserve natural resources in decision with economic development and growth; and also protect and enhance the quantity and quality of potable groundwater and potable surface water supplies, respectively. If you have any questions or concerns related to the Animal Waste Management Ordinance revisions, please feel free to contact me.

*The Marathon County Conservation, Planning, and Zoning (CPZ) Department’s mission is to protect our community’s land and environment. We promote thoughtful and deliberate use of resources to insure that Marathon County has healthy people, a healthy economy, and a healthy environment, today and tomorrow.*

#### Conservation, Planning & Zoning Department

210 River Drive | Wausau, WI 54403-5449 | Tel 715.261.6000 | Fax 715.261.6016 | Call 800.236.0153 if within Marathon County  
cpz@co.marathon.wi.us | www.co.marathon.wi.us

Amendment #	Title	Section (in proposed code)	Proposed Change	Reason for Change	Effect on County
1	Chapter 11.02	Chapter 11.02 (Whole Document)	Spelling, Formatting, and/or Grammatical Corrections	Spelling, Formatting, Consistency, and/or Grammatical Corrections	None, no change in the administration or interpretation of the ordinance.
2	(2) Definitions	11.02 (2)	Incorporate and update definitions.	Clarification and addition of definitions from state performance standards and other Marathon County ordinances.	Consistency and clarity.
3	(3) Activities Subject to Regulation	11.02 (3)(b)&(c)	Clarification for regulation of waste storage facilities, land spreading animal waste, and requirements associated with each.	Consistency and clarity.	Safe guard ground and surface water resources.
4	(3) Activities Subject to Regulation	11.02 (3)(b)(5)	Addition of a 50 foot setback from property line and/or road right-of-way for installing a waste storage facility.	Provide a uniform setback for waste storage structures.	Consistency and clarity.
5	(3) Activities Subject to Regulation	11.02 (3)(b)(3)(b)	Addition of manure stacking sites (unconfined animal waste piles) in our definition of stored animal waste.	Incorporation of minimum NR 151 state performance standard. Provide a mechanism for staff to respond to worst case incidents.	Safe guard ground and surface water resources from stackings sites with potential for runoff.
6	(3) Activities Subject to Regulation	11.02 (3)(d)	Addition of direct runoff of animal waste from animal lots and not allowing degradation of vegetation along waters of the state.	Incorporation of minimum NR 151 state performance standard. Provide a mechanism for staff to respond to worst case incidents.	Safe guard ground and surface water resources.
7	(3) Activities Subject to Regulation	11.02 (3)(g)	Update wording for cost sharing so livestock and cropping operations are consistent for nutrient management cost share requirements.	Consistency for nutrient management cost share requirements between livestock and crop operations.	Consistency and clarity.
8	(5) Application for and issuance of permits	11.02 (5)(e)(2)	Adding language for CAFO plans, the review process and waiting until DNR has conducted their review before Marathon County reviews/approves the waste storage facility plan.	Clarification that DNR has authority for CAFO waste storage facility plans.	Consistency and clarity.
9	(7) Enforcement and Penalties	11.02 (7)	Clarification of enforcement and penalties section for 1)waste storage structures and 2)operation and management.	Consistency of enforcement and penalties with other Conservation, Planning and Zoning ordinances and clarity of processes.	Consistency and clarity.
10	(8) Appeals and Variances	11.02 (8)	Clarification of appeals process. Addition of a variance section.	Provide clarity of the appeals process. Addition of a variance section to provide this as a potential option.	Consistency and clarity.

---

**GENERAL CODE OF ORDINANCES  
FOR MARATHON COUNTY  
CHAPTER 11.02  
ANIMAL WASTE ~~STORAGE AND~~  
~~NUTRIENT~~ MANAGEMENT  
~~CODE~~ORDINANCE**

---

Adopted ~~November 2008~~  
Effective ~~January 2009~~

~~Amended April 2014~~





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The County Board of Supervisors of the County of Marathon does ordain as follows:  
Section 11.02 of the General Code relating to Animal Waste is repealed and recreated as follows:

**ANIMAL WASTE STORAGE AND NUTRIENT MANAGEMENT.**  
**(Cr. #256)**

**(1) INTRODUCTION.**

(a) Statutory Authority. This ~~ordinance~~ ~~section~~ is adopted under authority granted by sections §59.02, §59.03, §59.69, §59.70, §92.06, §92.07, §92.09, §92.11, §92.15 and §92.16, Wisconsin Statutes (Wis. Stats), and ss. ATCP 50.56 and NR 151.05 Wisconsin Administrative Code (Wis. Admin Code).

(b) Title. This ~~ordinance~~ ~~section~~ shall be known, referred to and cited as the, "County Animal Waste ~~Storage and Nutrient~~ Management Ordinance."

(c) Findings and Declaration of Policy.

1. The County Board finds that storage of animal waste in waste storage facilities and the utilization of livestock sourced nutrients not meeting state agricultural performance standards and prohibitions may cause pollution of the surface and ground waters of the County; and may result in actual or potential harm to the health of County residents and transients; terrestrial and aquatic plant and animal life; surface and groundwater quality; and to the property tax base of the County.
2. The County Board finds that the technical standards developed by the United States Department of Agriculture (U.S.D.A.) Natural Resources Conservation Service and adopted by the Environmental Resources Land Conservation and Zoning Committee provide effective, practical and environmentally safe methods of storing animal waste and utilizing nutrients.

(d) Purpose. The purpose of this ordinance is to regulate the location, design, construction, installation, alteration, operation, maintenance, closure, use, and application of animal waste from all waste storage facilities covered by this ordinance so as to protect the health and safety of residents and transients; prevent the degradation of surface and groundwater thereby preventing the spread of disease and promoting the prosperity and general welfare of the citizens of Marathon County; ~~and -It is also intended to~~ protect the groundwater and surface water resources of Marathon County. It is also intended to provide for the administration and enforcement of the ordinance and provide penalties for its violations.

(e) Applicability. This ~~ordinance~~ ~~section~~, to be effective upon adoption by the County Board, shall apply to all areas of Marathon County including municipalities that have agreed to allow the Department to enforce this ordinance in their jurisdiction ~~(see last page for needed action).~~

(f) Interpretation. In their interpretation and application, the provisions of this ~~ordinance~~ ~~section~~ shall be held to be minimum requirements and shall be liberally construed in favor of the County, and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes.

(g) Compliance.

1. Waste storage facilities shall be constructed, maintained, operated, and closed in compliance with all applicable Federal, State, and local laws, codes and ordinances. It is the owner's/operator's responsibility to obtain any required permits and/or approvals from other governmental units.
2. No approval pursuant to this ordinance shall be issued where the applicant is in violation of this or any code administered by the department, nor for any parcel(s) of land which have an outstanding violation until the violation has been corrected. A request for waiver of this provision may be made to the Department Director or designee.

(h) -Abrogation, Greater Restrictions, and Severability



1. Abrogation and Greater Restrictions. This ordinance is not intended to repeal, annul, abrogate, impair, or interfere with any existing covenants, deed restrictions, agreements, ordinances, rules, regulations, or permits previously adopted or issued pursuant to law. However, wherever this ordinance imposes greater restrictions, the provisions of this ordinance shall govern.

2. Severability and Non-liability. Should any section, clause, provision or portion of this ordinance be adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in effect.

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## (2) DEFINITIONS:

Animal Lot. A feedlot, barnyard, or other out facility where livestock are concentrated for feeding or other purposes. “Animal lot does not include a pasture or winter grazing area. Two or more animal lots at the same livestock facility constitute a single animal lot, for the purposes of this ordinance, if runoff from the animal lots drain to the same treatment area or if runoff from the animal lot treatment area converges or reaches the same surface water within 200 feet of any of those treatment areas.

~~(a) — Animal Waste.~~ Can be any of the following: ~~Includes agricultural manure (including bedding materials), manure processing derivatives, leachate, milk house wastewater and nutrient dense runoff from livestock operations.~~

- 1) Manure: Animal excreta and includes the following when intermingled with excreta in normal farming operations: debris including bedding, water, soil, hair, and feathers; processing derivatives including separated sand, separated manure solids, precipitated manure sludges, supernatants, digested liquids, composted biosolids, and process water; and runoff collected from barnyards, animal lots, and feed storage areas.
- 2) Leachate: The concentrated liquid which has percolated through or drained from animal feed or waste storage areas.
- 3) Process Waste Water. Wastewater from the production area or indirectly used in the operation of animal feeding operations that results from any or all of the following:
  - a) Spillage or overflow from animal water systems.
  - b) Washing, cleaning or flushing pens, barns, manure pits or other animal feeding operation facilities.
  - c) Direct contact swimming, washing or spray cooling of animals or dust control.
  - d) Water that comes into contact with any raw materials or animal byproducts including manure, feed, milk, eggs, or bedding.

~~(b) — Applicant.~~ Any person who applies for a permit under this ordinance section.

BARNY Model. Means the NRCS “Evaluation System to Rate Feedlot Pollution Potential,” ARM-NC-17 (April 1982 version with modifications as of August 2005).

Note: The BARNY model is a commonly used computer model that predicts nutrient runoff from animal lots. Copies of the BARNY model are on file with the department, the secretary of state, and the legislative reference bureau. An Excel computer spreadsheet version is available at [www.datcp.state.wi.us](http://www.datcp.state.wi.us).

~~(e) Committee.~~ ~~Land Conservation and Zoning Committee (LC&ZC).~~ A committee made up of members of the Marathon County Board of Supervisors and others who, by authority from [Wis. Stats. Chapter 92](#); [Wisconsin Statutes](#), determine policy and give direction for soil and water conservation activities. The [Environmental Resources Committee \(ERC\)](#) also provides direction for the Department. The [Environmental Resources Committee](#) shall be the decision making board for purposes of ~~implementation~~ of this ordinance.

Concentrated animal feeding operation (CAFO). An animal feeding operation to which any of the following apply:

- 1) The operation has 1,000 animal units or more at any time and stores manure or process wastewater in a below or at grade level storage structure or land applied manure or process wastewater.
- 2) The operation has 300 to 999 animals units and has a category I unacceptable practice under s. NR 243.24 (1) (a).
- 3) Under s. NR 243.26 (2) the operation is designated by the Wisconsin Department of Natural Resources as having a significant discharge of pollutants to navigable waters or has caused the fecal contamination of water in a well

Conservation Practice. Means a best management practice designed to reduce or prevent soil or sediment loss to the waters of the state.

~~—~~Department. Marathon County Conservation, Planning and Zoning (CPZ) Department (responsible for soil and water conservation activities in Marathon County).

~~(d)~~ Direct Runoff. Includes any of the following:

- 1) Runoff of stored animal waste~~manure~~, including manure leachate, that discharges a significant amount of pollutants to surface waters of the state or to a direct conduit of groundwater.
- 2) Runoff from an animal lot that can be predicted to discharge a significant amount of pollutants to surface waters of the state or to a direct conduit to groundwater.

~~(e)~~ Director. The Director of the Marathon County Conservation, Planning and Zoning Department or their designee.

~~(g)~~ Failing and Leaking Waste Storage Facilities. Any waste storage facilities that fail to contain any component of the animal waste that it is intended to contain.

~~(i)~~ Idle Storage Facility. A waste storage facility which is:

- 1) ~~No longer being used for its intended purpose and no longer having any additional animal waste and manure~~ placed into it.
- 2) ~~Has not had any animal waste added or removed for a period of two (2) years.~~
- 3) ~~Will, by all the evidence available, not again be used to store animal waste and manure by an active livestock operation.~~

Maximum Operating Level (MOL). Means the level in the waste storage facility or containment facility, measured vertically from the lowest point of the top of the facility, that is the sum of the margin of safety and the level necessary to contain precipitation and runoff that will enter the facility as a result of a 25-year, 24 hour storm event.

~~—~~Margin of Safety Level. Means the level in the waste storage facility or containment facility that is one foot vertically below the lowest point of the top of the facility or structure.

~~(j)~~ Natural Resources Conservation Service (NRCS). ~~An agency of the United States Department of Agriculture (USDA) which, for purposes of this Section, provides the Marathon County Land Conservation and Zoning Committee and the Department with technical assistance and information on the design criteria, size, shape, engineering strength and other necessary technical data for the proper and safe installation of a storage facility.~~ An agency of the United States Department of Agriculture which, for purposes of this ordinance, develops and maintains a technical guide with conservation practice standards and specifications, engineering manuals and handbooks, and other technical documentation related to waste storage facilities, nutrient management plans, and other technical matters covered in this ordinance

~~(k)~~ Nutrient Management Plan. A document that is annually updated outlining the requirements for managing the amount (rate), source, ~~form~~, placement (method of application), and timing ~~of applications~~ of all sources of plant nutrients and soil amendments to cropland and pastures as identified in ATCP 50.04(3).

~~(l)~~ Pasture. Land on which livestock graze or otherwise seek feed in a manner that maintains the vegetative cover over the grazing area. Pasture may include limited areas of bare soil such as cattle lanes and supplemental feeding areas provided the bare soil areas are not significant sources of pollution to waters of the state.



Permit. The signed, written statement issued by the Director or their designee under this ordinance that is required before an applicant can construct, install, move, reconstruct, extend, enlarge, convert, substantially alter or close a waste storage facility or its waste transfer system.

~~(r)~~ Permittee. Any person to whom a permit is issued under this ordinance.

~~(s)~~ Person. Any individual, corporation, partnership, joint venture, agency, unincorporated association, municipal corporation, County or State agency within Wisconsin, the federal government or any combination thereof.

Safety Devices, Storage Facility Means devices, which are designed to protect humans and livestock from the hazards associated with a waste storage facility. ~~Safety devices shall be designed and installed as required by Technical Standard 313.~~

Stored animal waste. Means animal waste that is kept in a waste storage facility or unconfined animal waste pile.

~~(t)~~ Substantially altered. A change initiated by an owner or operator that results in a relocation of a waste storage facility or structure, or significant changes to all size, depth or configuration of a waste storage facility or structure including:

- 1) Replacement of a liner in a waste storage facility or structure;
- 2) An increase in the volumetric capacity or area of a waste storage facility or structure greater than 20%;
- 3) A change in a waste storage facility or structure related to a change in livestock management from one species of livestock to another such as cattle to poultry.

~~(v)~~ Technical Guide. The document provided by the Natural Resources Conservation Service which contains technical data, including the standards referenced within this ordinance to properly and safely locate, construct, install, alter, design, operate, maintain and close a waste storage facility and/or the associated manure transfer system.

~~(w)~~ Technical Standard 313. A section of the Technical Guide that contains technical data for the proper location, construction, installation, alteration, design, operation and maintenance of a waste storage facility made by construction of an embankment and/or excavating a pit or dugout, or by fabricating a structure.

~~(x)~~ Technical Standard 634. A section of the Technical Guide that contains technical data for installation of components such as conduits, pumps, valves, and other structures or devices to transfer animal waste from buildings and yards to a waste storage facility and/or loading area for final disposal and establishes the minimum acceptable requirements for design, construction, and operation of waste transfer system components. It includes mechanical pumping or elevation differential (gravity head) systems.

~~(y)~~ Technical Standard 360. A section of the Technical Guide that contains technical data for the closure of waste storage facilities that are no longer used for their intended purpose to a sanitary and environmentally safe condition.

~~(z)~~ Technical Standard 590. A section of the Technical Guide ~~that covers managing the amount, form, placement, and timing of plant nutrients and establishes the minimum acceptable requirements for the application of plant nutrients with organic wastes (manure and organic byproducts), commercial fertilizer, and crop residues.~~ contains technical data for managing the amount (rate), source, placement (method of application), and timing of plant nutrients and soil amendments and establishes the minimum acceptable requirements for the application of plant nutrients associated with organic wastes (manure and organic byproducts), commercial fertilizer, legume crops and crop residues.

~~-~~ Technical Standard 520. A section of the Technical Guide that contains technical data for a liner

of a waste storage facility constructed using compacted soil with or without soil amendments.

-Technical Standard 521. A section of the Technical Guide that contains technical data for a liner of a waste storage facility constructed using a geomembrane or a geosynthetic clay material.

-Technical Standard 522. A section of the Technical Guide that contains technical data for a liner of a waste storage facility constructed using reinforced or non-reinforced concrete.

-Unconfined Animal Waste Pile. A quantity of animal waste that is at least 175 ft<sup>3</sup> in volume and which covers the ground surface to a depth of at least 2 inches and is not confined within an animal waste storage facility, livestock housing facility, and barnyard runoff control facility or covered or contained in a manner that prevents storm water access and direct runoff to surface water or leaching of pollutants to groundwater.

~~(ee)~~ Waste Storage Facility. Any site or area specifically designed and/or constructed for the purpose of storage or containment of animal waste and manure. This includes any waste storage facility previously designed and installed meeting the NRCS Technical Guidelines current at the time of installation, any commercial-prefabricated storage facility, concreted slabs, earthen dugouts, dikes or any other area intended for the storage of animal waste and manure. For the purposes of this ~~ordinance~~ Section, a storage area intended to contain an accumulation of manure within an area excavated, or diked using soil or any other material, for the purpose of storing the manure, no matter how small that accumulation may be or how long the manure is to be stored there, shall be considered a waste storage facility.

~~—~~ Waste Transfer System. A combination of hoppers, reception structures, tanks, pumps, pipes, channels, valves or conduits used to transfer animal waste and other fluids and residues associated with animal waste to a waste storage facility, a waste treatment strip, a loading area, cropland or satellite waste storage facility using permanent pipeline and conduits.

### (3) ACTIVITIES SUBJECT TO REGULATION

(a) ~~Permit~~ General Requirements. Any person who locates, installs, moves, reconstructs, extends, enlarges, converts, substantially alters, closes or changes use of a waste storage facility or parts thereof; or who employs another to do the same, on land subject to this section, shall be subject to the ~~permit requirements provisions~~ of this ordinance section.

(b) Waste Storage Facilities:

~~1) Failing and Leaking. Waste storage facilities that pose an imminent threat to public health, fish, and aquatic life, surface or ground water shall be upgraded, replaced, or closed in accordance with this ordinance. Failing and leaking waste storage facilities are a menace to the health and general welfare of the citizens of Marathon County, and shall be subject to forfeiture and injunction provisions of this section. A storage facility found to be failing or leaking shall be brought up to, and maintained in, a sanitary condition within the time frame identified by the department. These waste storage facilities shall be repaired to a condition meeting the Technical Standards of the Department within two (2) years of the date that the storage facility is determined to be failing or leaking.~~

2) Idle Waste Storage Facilities. As specified in Technical Standard 360, removal of animal waste, contaminated soils, and closure of any permitted or unpermitted, idle ~~animal~~ waste storage facility to a safe and sanitary condition, as determined by the Department is required within two (2) years of the time the waste storage facility becomes idle. The owner or operator may retain the waste storage facility if they are able to verify all of the following conditions are met:

~~1a)~~ 1a) The waste storage facility has been designed, constructed and maintained in compliance ~~with current applicable~~ with the NRCS Standard in effect at the time it was constructed and has functional safety devices in place. If it was not built to a NRCS standard it must meet the current NRCS standards, and has functional safety components in place;

~~2b)~~ 2b) Retention of the waste storage facility is warranted based on anticipated future use.

- 3c) -Landowner agrees to develop and follow an operation and maintenance agreement for the waste storage facility.
- d) . If the waste storage facility is utilized again for its intended purpose, the Department must be notified and any animal waste stored in it must be applied according to the 590 standard.

~~3) Direct Runoff of Animal Waste. A livestock facility shall not:~~

- a) Have an overflow of animal waste from waste storage facilities.
- b) Have direct runoff from stored animal waste leaving the property and/or be a threat to surface and/or ground water resources. . ~~(d)Direct runoff of animal waste is a menace to the health and general welfare of the citizens of Marathon County, and shall be subject to the forfeiture and injunction provisions of this section. Direct runoff that poses a threat to public health of safety, or surface and/or groundwater resources because of over application of manure to cropland or pasture, or any alteration or mismanagement of an animal waste storage facility shall be cleaned up in a reasonable time frame as determined by the department.~~
- c) Allow animal waste levels to exceed the maximum operating level (M.O.L.) of the waste storage facility.

4) Safety Devices. All waste storage facilities shall be equipped with safety devices, including fences and warning signs intended to protect humans and livestock from the hazards associated with such facilities. Safety devices shall be designed and installed as required by Technical Standard 313. ~~(e) Safety Devices. Certain safety devices, as defined in section 11.02(2)(n) are required on all storage facilities in Marathon County~~

5)- Road and Property Line Setbacks.

- a) A new waste storage facility may not be located within 50 feet of a parcel line where the permittee does not own the adjacent parcel and/or within 50 feet of public road right-of-way line.
- b) An existing waste storage facility seeking expansion must keep a minimum separation distance of 50 feet of a parcel line where the permittee does not own the adjacent parcel and/or 50 feet of a public road right-of-way line.
- c) Setbacks described above do not supersede the Livestock Facilities Siting Ordinance setbacks or any other setbacks established by law.

(c) Land application of animal waste. Regardless of whether an operator has a nutrient management plan:

1) Animal waste shall not:

- a) Runoff the application site during or after an application; and/or discharge through subsurface drains off the field site.
- b) Be applied to land where vegetation is not removed mechanically or by grazing, except to provide nutrients for establishment and maintenance of a conservation practice, and application will not result in runoff of animal waste.
- 2) No over application of animal waste shall occur. In the event of a complaint/investigation, spreading logs and maps shall be provided to the department upon request to determine the rate and location of animal waste applied. -Logs and maps shall include but not limited to: spreader/toolbar calibration, number of loads, animal waste volume or weight for the spreader, date, type of animal waste, nutrient analysis, and application method.
- 3) Owners, operators, contractors, custom applicators or any entity handling animal waste are responsible for animal waste applications that result in, runoff, or spills that are caused by their acts, omissions, and/or decisions.

(d) A livestock facility shall not:



- 1) Have direct runoff of animal waste from an animal lot into waters of the state or a direct conduit to ground water. :
- a) Fifteen pounds of phosphorus, if no part of the animal lot is located within 1000 feet of a navigable lake or 300 feet of a navigable stream.
  - b) Five pounds of phosphorus, if any part of the animal lot is located within 1000 feet of a navigable lake or 300 feet of a navigable stream.
- Note: Phosphorus amounts and distances from navigable waters are consistent with Livestock Facilities Siting Ordinance. Concentration of phosphorus are determined using the BARNY model.
- 2) Allow unlimited access by livestock to waters of the state in a location where high concentrations of animals prevent the maintenance of adequate sod or self-sustaining vegetative cover (this prohibition does not apply to properly designed, installed, and maintained livestock or farm equipment crossings).
- (e) ~~(g) Nutrient Management Plans. As specified in Technical Standard 590, the amount, form, timing, and placement of nutrient sources shall be done in accordance with an approved n~~
- 1) ~~Nutrient management plans that must be filed annually to with the department- by April 1<sup>st</sup>-the date identified by the Director.~~
  - 2) ~~Nutrient mManagement Plan-590590 standard requirements shall apply to any or all of the following:~~
    - a) ~~All landowners with an animal waste storage facilityies permitted\_-by this ordinance~~regardless of date of construction. and~~~~
    - b) ~~All landowners, regardless if they have applied animal waste, whos-who have received a bona fide offer of cost share funding for nutrient management planning consistent with ~~required by~~ ATCP\_50.08.~~
- (f) ~~Compliance with Permit Requirements. A person is in compliance with this ordinance~~section~~ if he or she follows the procedures and requirements of this ordinance~~section~~, receives a permit from the Director or their designee prior to beginning activities requiring a permit and they comply with the requirements of the permit.~~
- ~~No permit or approval pursuant to this chapter shall be issued where the applicant is in violation of this or any code administered by the Department or for any parcel(s) of land which has an outstanding violation until the violation has been corrected. A request for waiver of these provisions may be made, to grant or deny a permit or approval on the merits of the application, to the Corporation Counsel and the Committee.~~
- Where issuance of an after-the-fact permit or approval would have the effect of correcting a violation it may be granted if all conditions required for issuance can be complied with.
- (g) ~~Requirements of cost sharing.~~
- 1) Cost sharing for cropland and livestock facilities or operations will be consistent with ATCP 50.08.
- Note: For determination of cost share eligibility, cropland (NR151.09 (4)(b) and livestock facilities (NR 151.095(5)(b) will be used to determine “new” or “existing” status.

#### (4) STANDARDS.

The Wisconsin Field Office Technical Guide of the United States Department of Agriculture (U.S.D.A.) Natural Resources Conservation Service (NRCS) has been adopted by the Committee and the Department. These Technical Guides shall apply until amended or renumbered and then shall apply as amended or renumbered. The following components of the Technical Guide will be used when a waste storage facility is to be constructed, installed, abandoned, moved, reconstructed, extended, enlarged, converted, substantially

altered, closed or emptied for nutrient application: 313-~~Manure~~ Waste Storage Facility; 520-Pond Sealing or Lining, Compacted Soil Treatment; 522-Pond Sealing or Lining, Concrete; 521-Pond Sealing or Lining, Geomembrane or Geosynthetic Clay Liner; 634-Waste Transfer System; 360-~~Waste Facility Closure~~Closure of Waste Impoundment; and 590-Nutrient Management.

## (5) APPLICATION FOR AND ISSUANCE OF PERMITS

(a) Permit Required. No person may undertake an activity subject to this ~~ordinance~~section without obtaining a permit from the Department prior to beginning the proposed activity.

(b) Exception to Permit Requirement. All emergency repairs on any component of the waste storage facility or ~~waste-manure~~ transfer system which cause any disruption of the original construction of the ~~waste~~ storage facility shall be done so as to restore the ~~waste~~ storage facility to the original state, as determined by the technical standards set forth in Section (4) above; and such repairs shall further be reported to the Department within ~~two (2) two~~ calendar days. Nutrient management planning and implementation are also exempt from obtaining a permit.

(c) Fees. A non-refundable application fee and ~~Waste-Manure~~ Storage Construction Permit fee under this ordinance shall be calculated utilizing the fee schedule adopted by the ~~ERC Land Conservation and Zoning Committee~~. The fee schedule may be amended as the ~~ERC LC&Z Committee~~ deems necessary. A double fee ~~may will~~ be charged for all after-the-fact applications and/or permits.

(d) ~~Waste Storage Facility and Waste-Manure Transfer System- Plans and Specifications~~. Each application for a permit under this ~~ordinance~~section shall include plans and specifications prepared and approved by an agricultural or civil engineer registered with the State of Wisconsin or a DATCP or NRCS engineering practitioner, in accordance with the criteria of the appropriate standard, ~~and shall describe the requirements for applying the practice to achieve its intended use.~~

~~The~~ plans, specifications, and documentation for construction shall include:

1. Management ~~a~~Assessment.
2. Site assessment.
3. Safety design.
4. Operation and ~~m~~Maintenance plan.
5. Nutrient ~~m~~Management plan.
6. Construction plan, schedules, and staging.
7. Construction ~~i~~Inspection plan.
8. Final construction plan (as-built) showing any plan changes and certifying that the facility meets all applicable NRCS Standards.

(e) ~~(e)~~ Review of Application. The Director or their designee shall receive and review all permit applications and shall: ~~determine~~;

1. Determine if the proposed waste storage facility and its ~~waste-manure~~ transfer system meets required standards set forth in sub. (4) of this ~~ordinance~~section. Within ~~15~~ twenty (20) business -days after receiving the completed application and fee, the department shall inform the applicant in writing whether the permit application is approved or disapproved. If additional information is required, the department shall so notify the permit applicant in writing. The department has twenty (20) business ~~15~~ days from the receipt of the additional information in which to approve or disapprove the application. If the department fails to approve or disapprove the permit application in writing within twenty (20) business ~~15~~ days of the receipt of the permit application or if no written request for additional information is made by the department within twenty (20) business days ~~additional information requested in writing by the department~~, the application shall be deemed approved and the applicant may proceed as if a permit had been issued.

~~(d)~~ 2. CAFO plans, specifications, and documentation for construction will not be reviewed and/or approved by the Department until they are reviewed and/or approved by the Wisconsin Department of Natural Resources.

(f) Permit Conditions. All permits issued under this ~~ordinance~~ section shall be issued subject to the following conditions and requirements. Activities authorized by permit shall be completed within 2 years from the date of issuance after which time such permit shall be void.

1) Waste storage facility and its waste transfer system design, construction, alteration or closure shall be according to Department approved standards and plans.

2) Permittees must obtain all required permits and authorizations before commencing construction activities.

Note: DNR and other permits may be required for construction site erosion control, storm water management, floodplain, shore land construction, and livestock facilities with 500 or more animal units.

3) ~~2.~~ The permittee shall give five (5) business working days' notice to the Department before starting any construction activity authorized by the permit.

~~3.~~ ~~4.~~ Approval in writing shall be obtained from the Department prior to any modifications to the approved waste storage facility plan.

~~4.~~ ~~5.~~ The agricultural or civil engineer registered with the State of Wisconsin or a DATCP or NRCS engineering practitioner shall certify in writing to the department ~~within 30 days of project completion,~~ that any activities permitted under this ordinance were installed as planned, meet the guidelines of the appropriate NRCS Standards, and provide an "as-built" set of plans to the ~~D~~department. As-built documentation will be submitted to the department within 3 months of project completion.

Note: To be considered completed, a waste storage facility must be fully constructed as designed including a permanent mark/location for the maximum operating level and implementation/installation of all safety devices.

(g) Permit Revocation. The Director or designee may revoke any permit issued under this ~~ordinance~~ section if the holder of the permit has misrepresented any material fact in the permit application or waste storage facility plan, or if the holder of the permit violates any of the conditions of the permit. The decision of the Director or designee may be appealed pursuant to section 8 below.



**(6) ADMINISTRATION**

- (a) ~~\_\_\_\_\_ Delegation of Authority. The County hereby designates the Director, or designee that person's representative for the~~ administration ~~er~~ and enforcement of this ordinance ~~section.~~
- (b) Powers and Administrative Duties. In the administration and enforcement of this ordinance ~~section~~, the Director or ~~designee that person's representative~~ shall have the following powers and duties ~~shall:~~
- 1) ~~.Keep an accurate record of all permit applications, waste storage facility plans, closures, permits issued, inspections made and other official actions. Advise applicants regarding the provisions of this ordinance and assist them in preparing permit applications.~~
  - 2) .Receive, R ~~review, and investigate~~ permit applications and fees, and make inspections to determine compliance with provisions of this ordinance.
  - ~~2)3) i~~ Issue permits in accordance with the ~~e~~ terms and conditions of this ordinance ~~sub. (5) of this section.~~
  - ~~3)4) 3~~ Inspect the site of any permitted activity to ensure those activities are being ~~conducted~~ done according to plan specifications.
  - ~~5) 4~~ Investigate complaints relating to compliance with this ordinance ~~e~~ section.
  - ~~4)6) Take actions as necessary to enforce the terms and conditions of this ordinance~~
  - ~~7) 5~~ Track landowner compliance with state agricultural performance standards as specified by this ~~6~~ Perform other duties as specified in this ordinance.

(~~c~~) Inspection and monitoring authority. Inspection and monitoring authority is set forth in by Wis. Stats., Section 92.07(14) ~~Wisconsin Statutes, §. 1~~ The Director, or designee is authorized to enter upon any lands affected by this ordinance ~~section~~ to inspect the land prior to or after permit issuance to determine compliance with this ordinance. Application and/or permit issuance shall constitute permission to enter upon all land that is or will be subject to permit requirements. If permission cannot be received from the applicant or permittee, entry by the Director or that person's representative, shall be according to §66.0119, Wisconsin Statutes. Refusal to grant permission to enter lands affected by this ordinance for purposes of inspection shall be grounds for permit denial or revocation.

**(e) Enforcement Authority.**

1. ~~The Director, or that person's representative is authorized to post an order stopping work upon land which has had a permit revoked or is currently undergoing activity in violation of this section. Notice shall be given by both: Posting, upon the land where the violation occurs, one or more copies of a poster stating the violation, and; By mailing a copy of the order by certified mail to the person whose activity is in violation of this section. The order shall specify that the activity shall cease or be brought into compliance within 15 days.~~
2. ~~Any permit revocation or order stopping work shall remain in effect unless retracted by the Administrative Review Board, Marathon County General Code of Ordinances Chapter 24.02, the Director or by court of general jurisdiction; or until the activity is brought into compliance with this section. The Director is authorized to refer any violation of this section or of an order stopping work issued pursuant to this section to the Corporation Counsel for commencement of further legal proceedings.~~

~~e) Abatement Order Authority. The Department may issue an order to abate any violation of this ordinance with proper authorization. In the event an offense is not abated as ordered, the county may take such action as is necessary to abate the offense and the cost of such abatement will become a lien upon the person's property and may be collected in the same manner as other taxes.~~

(d) Maintenance of Records. The Director or designee shall maintain in the county records:

- 1) Keep an accurate record of all permit applications, waste storage facility plans, closures, permits issued, inspections made, enforcement actions taken, and all other official actions.
- 2) Track landowner compliance with state agricultural performance standards and prohibitions as specified by this ordinance.

(e) Recording on the Deed. In the case of idle waste storage facilities, if a landowner would like to do the minimum required to close the facility to a safe and sanitary condition, a landowner can sign an Affidavit of Closure that would be recorded on the deed to that parcel. The affidavit will identify that this was a waste manure storage facility at one time, that it has been returned to a safe and sanitary condition pursuant to NRCS 360, and if it is to be utilized as a waste manure storage facility in the future, it is the responsibility of the landowner to obtain a permit and provide documentation that it meets current NRCS Standards prior to utilization.

#### (7) **VIOLATIONS ENFORCEMENT AND PENALTIES**

~~a) Penalty. Any person who violates, neglects or refuses to comply with, or resists the enforcement of any of the provisions of this section, shall be subject to a forfeiture as provided in §25.04 of this General Code. A violation includes failure to comply with any standard of this section, or with any condition or qualification attached to the permit.~~

~~(a) Enforcement and Penalties.~~

~~1) Construction, alteration, or closure. With respect to waste storage facilities that are currently under construction, undergoing alteration, or actively decommissioning: which are determined to be in violation of this ordinance:~~

~~a) The Director and or designee shall cause a stop work order to be posted as follows:~~

~~1) Posting, upon the land where the violation occurs.~~

~~2) By mailing a copy of the order to the address of all parties identified in the permit.~~

~~3) By mailing a copy of the order to the address of other persons whose activity is in violation of the ordinance~~

~~b) The order shall specify the activity which constitutes a violation and shall set forth a reasonable time frame for the property to be brought into compliance. Continued work which does not bring the property into compliance shall constitute a violation of this ordinance.~~

~~2) Operation and management. With respect to waste storage facilities which are under active use or idle.~~

~~a) Order for Abatement: The Director and or designee may issue an order to abate any violation of this ordinance.~~

~~b) Permit Suspension or Revocation: The Director or designee may determine that the severity of a violation or repeated violations warrant suspension or revocation of the permit. Continued operation after the permit is suspended or revoked shall constitute a violation of this ordinance.~~

~~3) Citation: Citation of not less than \$5 nor more than \$500 for each offense, plus the applicable surcharges, assessments and costs for each violation.~~

~~4) Pursue a long form summons and complaint through a court of law:~~

~~a) Each day a violation exists or continues shall be considered a separate offense under this ordinance.~~

~~b) Upon conviction by a court of law, pay a forfeiture of not less than \$500 nor more than \$5,000, plus the applicable surcharges, assessments and costs for each violation.~~

~~5) In addition, the Director may seek injunctive relief from a court of record to enjoin further violations.~~

6) Nothing in this ordinance shall prevent the Director or designee from pursuing any other remedies available at law for conduct that is violation of this ordinance including, but not limited to public nuisance procedures under Wis. Stats., Chapter 823 which provides among other things that the costs of abatement of a public nuisance by the County may be collected against the owner of the real estate upon which the public nuisance exists. Such costs of abatement may be recovered against the real estate as a special charge under Wis. Stats., 66.027 unless paid earlier.

~~Enforcement of Injunction. As a substitute for, or an addition to, forfeiture actions, the County may seek enforcement of any part of this section by court actions seeking injunctions or restraining orders.~~

## **(8) APPEALS AND VARIANCES**

~~Appeals from any administrative order issued pursuant to this Chapter shall be governed by Chapter 24 of the General Codes of Ordinances. Appeals from any County ordinance prosecution commenced pursuant to this Chapter, shall be governed by applicable state statutes concerning appeals.~~

### (a) Appeals.

1. Under authority of Wis. Stats., Chapter 68, the Marathon County Board of Adjustment, created under, Wis. Stats., 59.69 and under Marathon County Code of Ordinances, and acting as an appeal authority under Wis. Stats., Section 59.694(7)(a), is authorized to hear and decide appeals where it is alleged that there is error in any order, requirement, decision, or determination by the Director or their designee in administering this ordinance.
2. Any person having a substantial interest, which is adversely affected by the order, requirement, decision, or determination made under this ordinance may file an appeal.
3. All appeals shall specify written evidence and the reason for the request, including which requirements from this ordinance are involved, and shall be filed via certified mail.
4. The Board of Adjustment shall set a meeting to hear the appeal within ten (10) calendar days of receipt of the appeal.
5. A written decision shall be mailed to the appellant within thirty (30) calendar days of the appeal. The decision will affirm, deny, or modify the initial determination.
6. The rules, procedures, duties, and powers of the Board of Adjustment and Wis. Stats., Chapter 68, shall apply to appeals filed under this section.

(b) Variances. The Board of Adjustment may upon appeal authorize a variance from the requirements of this ordinance when, upon showing by the applicant, unnecessary hardship would result from literal enforcement of this ordinance.

A variance shall:

1. Be consistent with the spirit and purpose of this ordinance.
2. Be based on unique circumstances and not to the general conditions of the area.
3. Not be granted for a self-created hardship.
4. Not permit an activity or practice that may fail structurally or otherwise and cause significant water pollution or other off-site impacts.
5. Not be granted if the variance will result in an outcome that is contrary to the public interest and be damaging to the rights of other persons.
- ~~6. Not be granted solely on the basis of economic gain or loss.~~
7. Not be granted solely on the fact that certain conditions existed prior to the effective date of the ordinance

(c) No variance from the standards in Technical Guide may be approved unless the county receives a variance or waiver from the technical standards through the NRCS or other qualified engineering authority. If public funds are involved, this may be a program requirement.

(d) No variance from the performance standards and prohibitions in 11.02 (3)(a) above- may be granted unless the county complies with the variance requirements specified in NR 151.097, and receives approval from the Department of Natural Resources. Requests for a variance shall be made in writing and shall provide information documenting the following:

1. Compliance with the performance standard or technical standard is not feasible due to site conditions.
2. The landowner or operator will implement best management practices or other corrective measures that ensure a level of pollution control that will achieve a level of water quality protection comparable to that afforded by the performance standards in NR 151.
3. The landowner or operator or their agents or assigns did not create the conditions for which the variance is



|

|

requested.

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**AGREEMENT OF PURCHASE AND SALE**  
(Wisconsin)

This AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made and entered into by and between **CERES TIMBER, LLC**, a Delaware limited liability company ("SELLER") and **MARATHON COUNTY**, a Wisconsin county and body corporate and politic ("BUYER").

1. **Conveyance.** In consideration of the mutual covenants contained herein, SELLER agrees to sell and convey and BUYER agrees to purchase and take title to, upon the terms herein set forth, all that tract or parcel of real estate containing approximately 200 acres, more or less, located in Marathon County, Wisconsin and being more particularly described in Exhibit A attached hereto and made a part hereof (the "Real Property").

2. **Purchase Price and Payment.**

(a) The total purchase price for the Real Property shall be the sum of Three Hundred Seventy Thousand Dollars (\$370,000.00) (the "Purchase Price"). The Purchase Price shall be paid in immediately available funds by electronic wire funds transfer (Fedwire System) at the Closing as described in Section 5 below.

(b) This is a sale in gross of tracts and not a sale by the acre of land. There is no warranty of acreage and there shall be no adjustment in the Purchase Price for any acreage discrepancies.

(c) Except as provided in BUYER'S ADDENDUM A, which is attached hereto and incorporated herein, this is an all-cash sale and purchase and is not contingent upon financing even though BUYER may apply to a lending institution of BUYER's choice for a mortgage loan. BUYER understands and agrees that neither the receipt of a commitment from such a lending institution, their acceptance of such a commitment, nor their satisfaction of any condition set forth in such a commitment shall in any way be conditions of BUYER's obligations under this Agreement. SELLER makes no representation or warranty as to BUYER's ability to obtain financing.

3. **Disclaimer; Waiver.**

(a) Any documents, cruises, compilations, timber inventories, surveys, plans, specifications, reports and studies made available to BUYER by SELLER, Broker, any of SELLER's members or affiliates, or each of their agents or representatives (collectively the "SELLER PARTIES") are provided as information only. SELLER PARTIES have not made, do not make, and have not authorized anyone else to make any representation as to: (i) the existence or non-existence of access to or from the Real Property or any portion thereof; (ii) the number of acres in the Real Property; (iii) the volume, type, condition or quality of timber on the Real Property (iv) logging conditions or feasibility; (v) the location of the Real Property or any portion thereof within any floodplain, flood prone area, watershed or the designation of any

portion of the Real Property as "wetlands"; (vi) the volume, type, condition or quality of minerals on the Real Property; (vii) the availability of railroad, water, sewer, electrical, gas or other utility services; (viii) the environmental conditions or requirements of the Real Property; (ix) the stability of soils; (x) the condition of any building structure or improvements on the Real Property; (xi) the suitability or fitness of the Real Property for any construction or development; (xii) the suitability of the Real Property for any purpose; (xiii) the current or projected income or expenses of the Real Property; (xiv) the transferability of the current MFL or FCL designation, if any; (xv) whether the Real Property will or will not be eligible for MFL or FCL designation after Closing, or (xvi) any other matters related to the Real Property. **SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE REAL PROPERTY, INCLUDING WITHOUT LIMITATION ANY WARRANTY RELATING TO THE CONDITION OF THE REAL PROPERTY, ITS SUITABILITY FOR BUYER'S PURPOSES OR THE STATUS OF THE PROPERTY'S MAINTENANCE OR OPERATION. SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE REAL PROPERTY MAY BE USED FOR ANY PURPOSE WHATSOEVER.**

(b) BUYER expressly acknowledges that: (i) SELLER PARTIES have not made any representations or warranties whatsoever concerning the Real Property or any matters pertaining to the Real Property; (ii) in entering into this Agreement, BUYER is not relying on any such representations or warranties; and (iii) BUYER has relied on its own examination and investigation thereof. BUYER hereby waives its right, if any, to receive a real estate condition report as provided in Wisconsin Statutes Sections 709.02 and 709.08.

(c) BUYER has examined and inspected or shall fully examine and inspect the Real Property and become thoroughly familiar with the title, condition, status and suitability of the Real Property. Unless BUYER terminates this Agreement by reason of any right to do so under this Agreement, BUYER is willing to and BUYER shall purchase the Real Property and SELLER shall sell the Real Property "**AS IS, WHERE IS, with all faults**" at the Closing.

(d) BUYER, for itself and its successors and assigns, hereby waives and releases SELLER PARTIES from any and all contractual, statutory, common law, and/or other liabilities, obligations, claims or causes of action, known or unknown, that BUYER or its successors and assigns may be entitled to assert against SELLER PARTIES arising in whole or in part of, or relating or connected in any way to, the condition of the Real Property including, but not limited to, any such liabilities, obligations, claims or causes of action based in whole or in part upon any applicable federal, state or local environmental law, rule or regulation or the environmental condition of the Real Property.

**4. Review Period.** Buyer's Review Period shall last until the date of fulfillment of the contingencies in 1. A. of Buyer's Addendum A but shall not extend beyond the Closing Date.

**5. Time and Place of Closing; Escrow.** Upon mutual execution, the parties shall deposit a copy of this Agreement, and such other documents and monies as are required hereby into escrow established with Legends Title Services, LLC, having an address of 2225 Brackett

Avenue, Eau Claire, Wisconsin 54701 (the "Escrow Agent"). SELLER and BUYER shall each pay one half of the closing and escrow costs of the Escrow Agent; provided, however that costs relating to title insurance shall be allocated as set forth below and BUYER shall be responsible for all closing and escrow costs relating to BUYER's mortgage loan, if any. As referred to in this Agreement, Closing shall take place at or before 4:00 p.m. (Central Time) on May 29, 2020 or such earlier date as agreed by the parties (the "Closing Date"). Closing shall take place, in escrow, at the offices of the Escrow Agent. Closing shall mean the point at which all documentation and monies required to close the transaction have been delivered to escrow, including signed escrow instructions ("Closing"). The wire transfer for the Purchase Price must be initiated by noon on the Closing Date, and the deed may not be recorded until such wire transfer has been received by the Escrow Agent. Both parties agree to deliver to the Escrow Agent such other documents as the Escrow Agent may reasonably require to effect Closing, but without materially increasing such party's obligations, liabilities or expenses hereunder.

**6. Deed of Conveyance.** At the Closing, SELLER shall deliver a Special Warranty Deed (State Bar of Wisconsin Form 6-2003) conveying to BUYER title to the Real Property and warranting title against the claims of all persons claiming by, through or under SELLER, but against none other; provided, however, that the conveyance and the foregoing warranty shall be subject to (i) the terms and conditions of the Addendum to Deed attached hereto as Exhibit D, including without limitation the "Permitted Exceptions" (as set forth on the Addendum to Deed), which shall be attached to the deed of conveyance and (ii) all exceptions of title as noted on the title commitment provided by SELLER to BUYER and not objected to by BUYER or waived by BUYER pursuant to the title review procedure as set forth in Section 7 below, which list of exceptions shall be attached as an exhibit to the deed of conveyance.

**7. Title Review.** SELLER shall order a preliminary commitment for a standard policy of title insurance and will provide same to BUYER as soon as reasonably possible. BUYER shall have fifteen (15) days from receipt of such commitment (or the expiration of Buyer's Review Period, if later) to furnish SELLER with a written statement of any title objections other than the Permitted Exceptions. If SELLER is unable or unwilling to cure the objections, then, upon written notice to BUYER, this Agreement shall be null and void and, except as expressly provided to the contrary in this Agreement, SELLER and BUYER shall have no further rights, duties, obligations or liabilities under this Agreement, or BUYER may waive such defects and proceed to the Closing without a reduction in the Purchase Price. At Closing, SELLER shall pay for a standard owner's policy of title insurance issued by Escrow Agent for the Real Property in the amount of the Purchase Price and any commitment or title exam fees associated with the title commitments and the title policy. BUYER shall pay all other title insurance premiums, fees, costs and expenses in connection with "extended coverage" if desired by BUYER, special assessment letters if desired by BUYER, "gap" coverage if desired by BUYER, any endorsements to said owner's policy desired by BUYER, other title insurance (including any title insurance required by BUYER's lender, if any) or further evidence of title that BUYER desires to obtain.

**8. Managed Forest Law and/or Forest Crop Law Designations.** BUYER acknowledges and understands that the Real Property is currently enrolled in the Managed Forest Law ("MFL") program or the Forest Crop Law ("FCL") program in Wisconsin and is subject to certain provisions, conditions, and/or restrictions thereunder. BUYER understands that the Real



Property, as a stand-alone parcel, may no longer be eligible under the MFL and/or the FCL programs after Closing, and BUYER understands and agrees that it is BUYER's responsibility to confirm post-Closing MFL and/or FCL eligibility if desired by BUYER. BUYER agrees to execute such documents as may be required to transfer the MFL and/or FCL designations to BUYER at or after Closing. BUYER shall indemnify SELLER from and against any obligations (including penalties, withdrawal taxes and fees) that may arise as the result of the Real Property being removed from the MFL/FCL designations at or after Closing for any reason. SELLER hereby notifies to BUYER: (i) that changes you make to property that is subject to an entry designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties; (ii) that the Wisconsin Department of Natural Resources ("DNR") monitors compliance with the management plan under the MFL program; (iii) the DNR may be contacted at 1-888-WDNRINFo (1-888-936-7463) or as set forth at <http://dnr.wi.gov/contact/> and DNR foresters may be contacted as set forth on Exhibit E attached hereto (list as of January 2013 — a regularly updated listing of DNR foresters is also available on the DNR's website at <http://dnr.wi.gov/topic/forestlandowners/locator/>); and (iv) the applicable entry period for the Real Property under the MFL Program is 50 years.

**9. Prorations and Expenses.** All real estate taxes for the calendar year of closing shall be prorated as of the Closing Date, and SELLER's pro rata share of taxes shall be credited to BUYER at the Closing. Tax prorations shall be based on the actual tax bill, if available, or, if it is not, on the prior year's tax bill. SELLER shall pay for any state property transfer taxes and will prepare the Deed. BUYER shall pay all costs of recording and any MFL/FCL transfer or withdrawal fees.

**10. Casualty Loss.** If, prior to the Closing, the value of the Real Property is materially impaired by fire, casualty, act of God or exercise of eminent domain powers, BUYER shall have the right to terminate this Agreement by giving written notice to SELLER in which case, except as expressly provided to the contrary in this Agreement, SELLER and BUYER shall have no further rights, duties, obligations or liabilities under this Agreement.

**11. Real Estate Commission.** BUYER acknowledges that SELLER is represented by Bryan Dahlin of First Weber Realtors ("Broker") and confirms that adequate disclosure of such representation was provided prior to the execution hereof. If and when the sale and conveyance of the Real Property closes in accordance with the terms and provisions hereof, a real estate commission may be due to Broker, which amount shall be paid by SELLER pursuant to a separate agreement between SELLER and Broker. SELLER and BUYER represent and warrant, each to the other, that, except as expressly set forth in this section, no other party is entitled, as a result of the actions of SELLER or BUYER, as the case may be, to a real estate commission or other fee resulting from the execution of this Agreement or the sale and conveyance herein contemplated, and SELLER and BUYER hereby indemnify and hold each other harmless from and against any and all costs, damages or expenses (including reasonable attorney's fees) incurred or paid as a result of any breach of the foregoing representation and warranty by the indemnifying party.

**12. Default.** In the event of default by SELLER in its obligations hereunder, either party shall have the option to terminate this Agreement by written notice the other party, in

which event SELLER shall pay BUYER the sum of \$500.00 as liquidated damages as BUYER's sole remedy, and both parties shall be released from all other obligations or liabilities hereunder. BUYER and SELLER agree that such payment is a reasonable amount for liquidated damages sustained by BUYER upon default by SELLER because of the uncertainty in ascertaining actual damages. In the event of default by BUYER, either party shall have the option to terminate this Agreement by written notice to the other party, in which event BUYER shall furnish SELLER with all reports and studies relating to the Real Property conducted by or for BUYER, BUYER shall pay SELLER the sum of \$500.00 as liquidated damages as SELLER's sole remedy, and both parties shall be released from all other obligations or liabilities hereunder. BUYER and SELLER agree that such payment is a reasonable amount for liquidated damages sustained by SELLER upon default by BUYER because of the uncertainty in ascertaining actual damages. In no event shall SELLER be liable to BUYER for any consequential, incidental, indirect or special damages arising out of this Agreement or any breach thereof, including but not limited to loss of use, lost profits or revenue, whether or not such loss or damage is based on contract, warranty, negligence or otherwise. In no event shall BUYER be liable to SELLER for any consequential, incidental, indirect or special damages arising out of this Agreement or any breach thereof, including but not limited to loss of use, lost profits or revenue, whether or not such loss or damage is based on contract, warranty, negligence or otherwise.

**13. Exchange.**

[Intentionally Omitted].

**14. Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given on a date personally delivered by messenger service, overnight courier service or telecopy (facsimile) transmission, or three (3) days after same is deposited with the United States Postal Service by registered or certified mail, postage prepaid, return receipt requested, to the parties at the address or telecopy/facsimile numbers as set forth on the signature page of this Agreement. E-mail addresses may be provided by each party for ease of communication, but official notice shall be by one or more of the methods set forth in the prior sentence unless the receiving party affirmatively acknowledges receipt of an e-mail notice.

**15. Actions of SELLER.** SELLER agrees and covenants that upon and following the execution of this Agreement and until Closing of the purchase contemplated herein, SELLER shall not, without the prior written consent of BUYER, cut timber, convey timber rights, grant easements, leases, rights-of-way or servitudes, or grant or convey any portion of the Real Property, or in any way encumber the Real Property in a manner inconsistent with the rights and interests to be acquired by BUYER. BUYER's remedy in the event of SELLER's default are set forth in Section 12 above.

**16. Land Division.** If necessary, at BUYER's sole expense, BUYER shall cause the Real Property to be legally divided and segregated from the balance of SELLER's property prior to Closing, and BUYER, at BUYER's sole expense, shall process through the appropriate governmental agencies any and all land division applications, certified survey maps or other mapping and/or platting required to convey the Real Property. SELLER agrees to cooperate with BUYER in such land division process, provided that BUYER shall promptly reimburse SELLER for any reasonable out-of-pocket expenses of SELLER associated therewith. Prior to finalizing or filing, BUYER shall submit all surveys, plats or certified survey maps or other

mapping to SELLER for approval, which approval shall not be unreasonably withheld. If the sale contemplated by this Agreement creates a common boundary between BUYER and SELLER, BUYER agrees (i) to direct BUYER's licensed surveyor, if a survey is obtained by BUYER, to clearly mark such common boundary at BUYER's expense prior to Closing and (ii) that for a period of thirty (30) years following Closing, if BUYER its heirs or assigns shall construct a fence along the common boundary, the construction and maintenance of such fence during the thirty-year period shall be at the sole cost and expense of BUYER.

17. **Attorneys' Fees.** If either party hereto is required to retain an attorney to enforce any provision of this Agreement, whether or not a legal proceeding is commenced, each party shall pay its own attorneys' fees.

18. **Invalidity.** In the event any portion of this Agreement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's, ruling includes a determination that the principal purpose and intent of this Agreement are thereby defeated.

19. **Waiver of Jury Trial.** EXCEPT AS PROHIBITED BY LAW, EACH PARTY HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (ACTION, PROCEEDING OR COUNTERCLAIM) DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY DOCUMENT OR AGREEMENT ENTERED INTO IN CONNECTION HEREWITH AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

20. **Legal Relationships.** The parties to this Agreement execute the same solely as a SELLER and a BUYER. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this Agreement.

21. **Assignment; Successors.** BUYER shall not have the right to assign its rights under this Agreement, in whole or in part without SELLER's prior written consent, which consent shall not be unreasonably withheld. BUYER shall give SELLER written notice of the proposed assignment at least ten (10) days prior to Closing. The notice shall specify the name, address, and phone number of the proposed assignee(s). If the proposed assignment is less than a full assignment, the notice shall also state the portion of the Real Property subject to the assignment and the allocation of the Purchase Price. SELLER shall be under no obligation to close any partial assignment unless the entirety of the Real Property closes for the full Purchase Price in simultaneous transactions and any additional transaction costs are paid by BUYER. If BUYER makes an assignment of this Agreement, BUYER shall not be relieved of any obligations or liabilities hereunder. The rights and obligations of the SELLER and BUYER shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successors-in-trust and assigns.



22. **Time.** Time is of the essence of this Agreement and whenever a date or time is set forth in this Agreement, the same has been entered into and formed a part of the consideration for this Agreement. As used herein, the term "business days" shall mean a day other than a Saturday or Sunday on which banks are open for business in Atlanta, Georgia.

23. **Possession.** Possession of the Real Property shall be granted to BUYER at the Closing.

24. **Cooperation.** Each of the parties shall perform all such other acts and things and execute such other and further documents as may be necessary to carry out the intent and purposes of this Agreement.

25. **Interpretation.** Both parties have reviewed this Agreement and each party has had the opportunity to consult with independent counsel with respect to the terms hereof and has done so to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.

26. **Counterparts; Faxed/Scanned Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Agreement. The parties agree that faxed and electronically-scanned signatures shall be binding.

27. **Organization and Authority.** SELLER and BUYER represent and warrant to the other that (i) each has the full right, power and authority to execute this Agreement and perform their respective obligations under this Agreement, and (ii) the execution and delivery of this Agreement has been duly authorized, and no further action or approval is required to cause this Agreement to be valid, binding and enforceable against the respective party in accordance with its terms.

28. **Survival.** The covenants, agreements, indemnities, representations and warranties contained in this Agreement shall survive the Closing and delivery and recording of the limited warranty deed or the termination for any reason of this Agreement.

29. **Use of Name.** BUYER acknowledges and agrees that the name "CeresTimber" (or any variation thereof) shall not be used by BUYER, or its assigns, in any way or on any activities conducted by or on behalf of BUYER, including advertisements.

30. **Complete Agreement.** This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions, or deletions hereto must be in writing and signed by all parties.

31. **Offer and Acceptance.** This Agreement shall be regarded as an offer by BUYER which shall remain open for acceptance by SELLER. BUYER understands and acknowledges that this Agreement is not binding on SELLER until SELLER countersigns below and that it may take ten (10) business-days or longer for SELLER to obtain the requisite internal corporate reviews and approvals. BUYER's offer shall be irrevocable until ten (10) business days after the Offer Date, which is the date of BUYER's execution of this Agreement (the "Offer Date"), after



which time BUYER may revoke BUYER's offer by written notice to SELLER if delivered to SELLER prior to SELLER's acceptance of this Agreement. Upon acceptance of this Agreement by SELLER, the resulting agreement shall be binding upon the parties.

32. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin without giving effect to conflict of law principles. The parties hereto hereby irrevocably submit to the jurisdiction of any Wisconsin State or United States Federal Court sitting in Eau Claire County, Wisconsin for any action or proceeding arising out of or relating to this Agreement or any other document or instrument executed in connection herewith.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year indicated next to their signatures.

**BUYER:**

**MARATHON COUNTY**

By: Jamie Polley  
Name: Jamie Polley  
Title: Director

Date of Execution: February 6<sup>th</sup>, 2020

**SELLER:**

**CERES TIMBER, LLC**

By: Vulcan Timber, LLC  
Its: Sole Member

By: Timberland Investment  
Resources, LLC  
Its: Manager

By: [Signature]  
Title: Authorized Representative  
Date of Execution: February 7, 2020

**Addresses for Notices:**

**SELLER:**

Timberland Investment Resources, LLC  
115 Perimeter Center Place, Suite 940  
Atlanta, Georgia 30346  
Attn: Christopher T. Mathis  
Phone #: (404) 736-3486  
FAX #: (404) 848-2006  
E-mail: mathis@tirllc.com

*With a copy to:*

Timberland Investment Resources, LLC  
115 Perimeter Center Place, Suite 940  
Atlanta, Georgia 30346  
Attn: Craig Seaman, CF  
Phone #: (404) 736-3493  
FAX #: (404) 848-2006  
E-mail: cseaman@tirllc.com

**BUYER:**

Marathon County  
Parks, Recreation and Forestry Department  
Attn: Jamie Polly, Director-Purchasing Agent  
212 River Drive, Suite 2  
Wausau, Wisconsin 54403  
Phone #: (715) 261-1584  
E-Mail: tom.lovlien@co.marathon.wi.us

**EXHIBIT A**

**Legal Description of the Real Property**

*(Note: legal description on deed to match the title insurance commitment.)*

The South Half (S ½) of the Northeast Quarter (NE ¼) and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Twenty-three (23), Township Thirty (30) North, Range Nine (9) East, Town of Hewitt, Marathon County, Wisconsin

Tax Parcel Nos.:      040-3009-231-0996, 040-3009-231-0997, and 040-3009-232-0996

AND

The South Half (S ½) of the Northeast Quarter (NE ¼) of Section Twenty-six (26), Township Thirty (30) North, Range Nine (9) East, Town of Hewitt, Marathon County, Wisconsin

Tax Parcel Nos.:      040-3009-261-0996 and 040-3009-261-0997

**EXHIBIT B**

**Escrow Agent's Wiring Instructions & Contact Information**

Wiring Instructions:

Bank: CCFBank  
Location: Eau Claire, Wisconsin  
Account of: Legends Title Services, LLC  
ABA No.: 291880330  
Account No.: 20041526  
Reference: Ceres Timber, LLC sale to Marathon County, Marathon  
County, WI

Contact Information:

Legends Title Services, LLC  
2225 Brackett Avenue  
Eau Claire, WI 54701  
Attention: Brenda LaGesse  
Phone: (715) 514-5748  
FAX: (715) 514-3716  
E-mail: [brenda@legendstitle-service.com](mailto:brenda@legendstitle-service.com)



**EXHIBIT C**

[Intentionally Omitted]

## EXHIBIT D

### Addendum to Deed

By accepting this Deed, Grantee accepts and agrees to the following additional terms:

A. **GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY**, it being the intention of Grantor and Grantee that the Property is being conveyed "AS-IS", in its present condition and state of repair and that Grantee has made or caused to be made such inspection of the Property as Grantee deems appropriate.

B. The following are, collectively, defined as the "Permitted Exceptions":

(i) liens for taxes and assessments (both general and special) and other governmental charges (including, without limitation, storm, sewer, drainage, and sanitary district assessments, if any, and special taxes and assessments, including severance and yield taxes, if any, under the Wisconsin Managed Forest Law program and/or the Wisconsin Forest Crop Law program, if applicable) which are not yet due and payable as of the date of this Deed;

(ii) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Property;

(iii) any rights of the United States of America, the State of Wisconsin or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Property, including, without limitation, riparian rights and navigational servitudes;

(iv) title to that portion of the Property, if any, lying below the ordinary high-water mark, and in the waters of and airspace over, waters abutting or on the Property, including a pond, creek or stream;

(v) all easements, rights-of-way, licenses and other such similar encumbrances of record or which would be disclosed by an accurate survey or inspection of the Property;

(vi) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;

(vii) public or private rights, if any, in such portion of the Property as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes;

(viii) all encroachments, overlaps, boundary line disputes, shortages in area, parties in possession, cemeteries and burial grounds, claims of adverse possession or prescriptive easements, and other matters not of record which would be disclosed by an accurate survey or inspection of the Property;

(ix) prior reservations or conveyances of mineral rights or mineral leases of every kind and character relating to subsurface and surface substances (including without limitation coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Property, together with all rights, privileges, and immunities relating thereto);

(x) any loss or claim due to lack of access to any portion of the Property;

(xi) any loss or claim due to any indefiniteness or uncertainty in the legal description of the Property; and

(xii) if applicable, all requirements and obligations under the Wisconsin Managed Forest Law program and/or the Wisconsin Forest Crop Law program (including, without limitation, penalties, withdrawal taxes and fees that may result if the Property is removed from either such program).

## EXHIBIT E

### LOCATION OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES FORESTERS

COUNTY	ADDRESS				PHONE
ADAMS	PO BOX 100	FRIENDSHIP	WI	53934	608-339-3386
ASHLAND	PO BOX 709	MELLEN	WI	54546	715-274-6321
BARRON	127 S FOURTH ST	BARRON	WI	54812-1638	715-637-6865
BAYFIELD	203 E BAYFIELD ST, PO BOX 545	WASHBURN	WI	54891	715-373-6165
BROWN & KEWAUNEE	2984 SHAWANO AVE.	GREEN BAY	WI	54313	920-662-5156
BUFFALO	COURTHOUSE, PO BOX 88	ALMA	WI	54610	608-685-6223
BURNETT	PO BOX 51	WEBSTER	WI	54893	715-866-8201
CALUMET, FOND DU LAC & WINNEBAGO	625 CTY RD Y SUITE 700	OSHKOSH	WI	54901	920-424-3056
CHIPPEWA	711 N BRIDGE	CHIPPEWA FALLS	WI	54729	715-726-7885
CLARK	400 HEWETT ST, RM 106	NEILLSVILLE	WI	54456-1924	715-743-5134
COLUMBIA	W7303 CO HWY CS	POYNETTE	WI	53955	608-635-8113
CRAWFORD	PO BOX 186	GAYS MILLS	WI	54631	608-735-4672
DANE	3911 FISH HATCHERY RD	FITCHBURG	WI	53711	608-275-3234
DODGE & JEFFERSON	N 7725 HWY 28 NORTH	HORICON	WI	53032	920-387-7884
DOOR	110 S NEENAH AVE	STURGEON BAY	WI	54235-2718	920-746-2880
DOUGLAS	9547 CTY HWY Y	GORDON	WI	54838	715-376-2299
DUNN	921 BRICKYARD RD	MENOMONIE	WI	54751	715-232-1516
EAU CLAIRE	PO BOX 4001	EAU CLAIRE	WI	54701	715-839-3782
FLORENCE	4842 FORESTRY DR	FLORENCE	WI	54121-9715	715-528-4400
FOREST	404 N LAKE	CRANDON	WI	54520	715-478-3717
GRANT	150 W ALONA LN, SUITE 3	LANCASTER	WI	53813	608-723-2397
GREEN	3911 FISH HATCHERY RD	FITCHBURG	WI	53711	608-275-3205
GREEN LAKE & MARQUETTE	363 CHURCH ST	MONTELLO	WI	53949	608-297-2888
IOWA	1500 N JOHNS ST	DODGEVILLE	WI	53533-2116	608-935-1917
IRON	5291 N STATE HOUSE CIRCLE	MERCER	WI	54547	715-476-7844
JACKSON	910 HWY 54 EAST	BLACK RIVER FALLS	WI	54615-9276	715-284-1432
JEFFERSON	N7725 STATE RD 28	HORICON	WI	53032	920-387-7884
JUNEAU	PO BOX 288	MAUSTON	WI	53948	608-847-9394
KENOSHA, RACINE & WALWORTH	9531 RAYNE RD, SUITE 4	STURTEVANT	WI	53177	262-884-2390
LA CROSSE	3550 MORMON COULEE RD	LA CROSSE	WI	54601	608-785-9007
LAFAYETTE	1900 ERVIN JOHNSON DR	DARLINGTON	WI	53530	608-776-3064
LANGLADE	223 E STEINFEST RD	ANTIGO	WI	54409-0310	715-623-4190
LINCOLN	101 EAGLE DR	MERRILL	WI	54452	715-536-2152
MANITOWOC	2220 E CTH V	MISHICOT	WI	54228-9467	920-755-4984
MARATHON	5301 RIB MOUNTAIN DR	WAUSAU	WI	54401	715-359-5863
MARINETTE	PO BOX 199	WAUSAUKEE	WI	54177	715-856-9152
MENOMINEE	PO BOX 670	KESHENA	WI	54135	715-799-3405
MILWAUKEE & WAUKESHA	S91 W39091 HIGHWAY 59	EAGLE	WI	53119	262-594-6209
MONROE	820 INDUSTRIAL DR, SUITE 4	SPARTA	WI	54656	608-269-6901
OCONTO	PO BOX 96	OCONTO FALLS	WI	54154	920-846-2980
ONEIDA	PO BOX 576	RHINELANDER	WI	54501	715-365-2634
OUTAGAMIE	3369 W BREWSTER ST	APPLETON	WI	54914	920-832-2747
OZAUKEE & WASHINGTON	3544 KETTLE MORAINES RD	HARTFORD	WI	53027	262-670-3404
PEPIN	PO BOX 39	DURAND	WI	54736	715-672-4153
PIERCE	PO BOX 428	ELLSWORTH	WI	54011	715-273-5525
POLK	941 MALLARD LN, RM 104	BALSAM LAKE	WI	54810	715-485-3518
PORTAGE	301 CEDAR ST WEST	STEVENS POINT	WI	54481	715-344-2752
PRICE	104 S EYDER AVE	PHILLIPS	WI	54555	715-339-3001
RICHLAND	26136 EXECUTIVE LN SUITE C	RICHLAND CENTER	WI	53581	608-647-8584
ROCK	2514 MORSE ST	JANESVILLE	WI	53545	608-743-4830
RUSK	N4103 STATE HWY 27	LADYSMITH	WI	54848-9309	715-532-3737
ST. CROIX	890 SPRUCE ST	BALDWIN	WI	54002	715-684-2914
SAUK	505 BROADWAY ST BLDG 2	BARABOO	WI	53913	608-355-4476
SAWYER	10220N STATE RD 27S	HAYWARD	WI	54843	715-634-9658
SHAWANO	647 LAKE AND RD	SHAWANO	WI	54166	715-526-4222
SHEBOYGAN	1155 PILGRIM RD	PLYMOUTH	WI	53073	920-892-8756
TAYLOR	660 WHELOCK ST	MEDFORD	WI	54451	715-748-4955
TREMPEALEAU	PO BOX 645	WHITEHALL	WI	54773	715-538-4480
VERNON	220 AIRPORT RD	VIROQUA	WI	54665	608-637-3784
VILAS	1861 HWY 45 NORTH	EAGLE RIVER	WI	54521	715-479-4771
WASHBURN	810 W MAPLE ST	SPOONER	WI	54801-1255	715-635-4086
WAUPACA	N2480 HARTMAN CREEK RD	WAUPACA	WI	54981	715-258-8432
WAUSHARA	427 E TOWER DR, SUITE 100	WAUTOMA	WI	54982	920-787-4686
WOOD	473 GRIFFITH AVE	WISCONSIN RAPIDS	WI	54494	715-421-7819

## BUYER'S 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 Agreement is contingent upon the BUYER's ability to obtain a Knowles-Nelson Stewardship grant of not less than \$186,995.00 from the Wisconsin Department of Natural Resources ("WDNR"). This contingency shall be satisfied by BUYER if it provides a copy of written evidence of approval by WDNR to SELLER prior to Closing. This Agreement shall be terminated if BUYER provides a copy of written evidence to the SELLER that WDNR has denied BUYER's application for Knowles-Nelson Stewardship Funding.

### 2. Additional Provisions.

- a. Consistent with Section 7 of the Agreement, at Closing, SELLER shall pay for a standard owner's policy of title insurance issued by Escrow Agent for the Real Property in the amount of the Purchase Price and any commitment or title exam fees associated with the title commitments and the title policy. BUYER shall pay all other title insurance premiums, fees, costs and expenses in connection with "extended coverage" if desired by BUYER, special assessment letters if desired by BUYER, "gap" coverage if desired by BUYER, any endorsements to said owner's policy desired by BUYER, other title insurance (including any title insurance required by BUYER's lender, if any) or further evidence of title that BUYER desires to obtain.
- b. Consistent with Section 9 of the Agreement, SELLER shall pay for any state property transfer taxes and will prepare the Deed.
- c. Consistent with Section 9 of the Agreement, BUYER shall pay all costs of recording and any MFL/FCL transfer or withdrawal fees.
- d. Consistent with Section 2(c) of the Agreement there is no financing contingency. BUYER is a political subdivision of the State of Wisconsin with taxing authority.
- e. 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.
- f. SELLER warrants <sup>TL</sup>~~all~~ it will not intentionally harvest timber present on the ~~TL~~ <sup>TL</sup> property Real Property from the Offer Date until the Closing Date or the date this Agreement is terminated or otherwise not accepted, whichever is sooner.



g. There is no earnest money involved in this transaction.

3. Leases.

To SELLER's Knowledge, there are no leases or licenses for timber rights, written or oral, entered into by SELLER during its ownership of the Real Property affecting all or any portion of the Real Property (provided, however, the foregoing representation expressly excludes any and all licenses, leases, or grants of any kind made by SELLER related to the Real Property's status as open MFL, those set forth on the title to the Real Property, and those, oral or written, to BUYER for ATV or trail access). "SELLER's Knowledge" (and any derivation thereof, whether or not capitalized) means the actual (and not the constructive) current knowledge, without any duty or obligation of additional inquiry, of Craig Seaman, Senior Investment Forester for Timberland Investment Resources, LLC (the manager of Ceres Timber, LLC).

4. 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.



Hewitt



# Township 30N - Range 9E

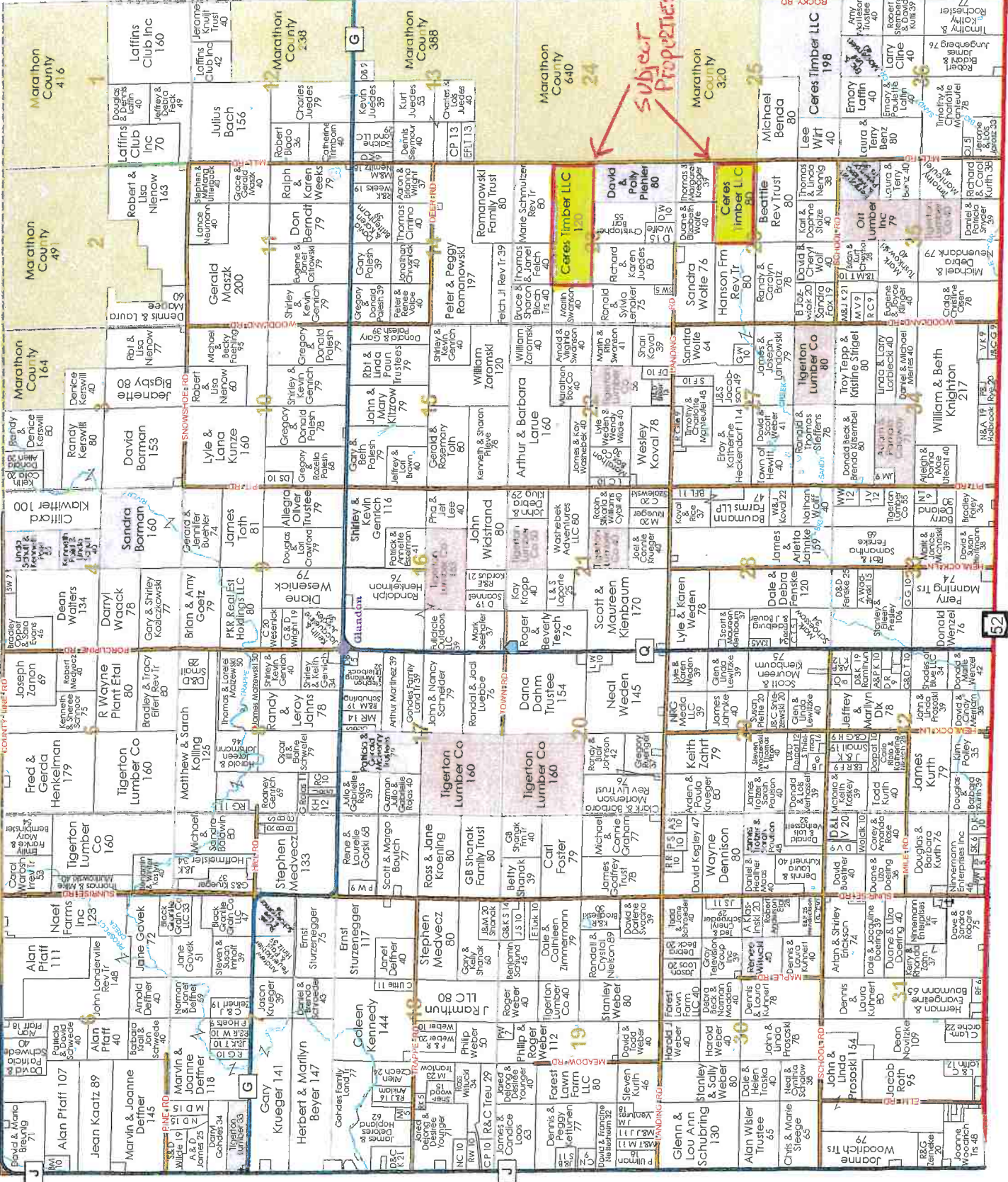
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SEE PAGE 97

10500 12100 13700 15300 CERES 16900 18500 20100 21700

LANGLADE COUNTY

LINCOLN COUNTY



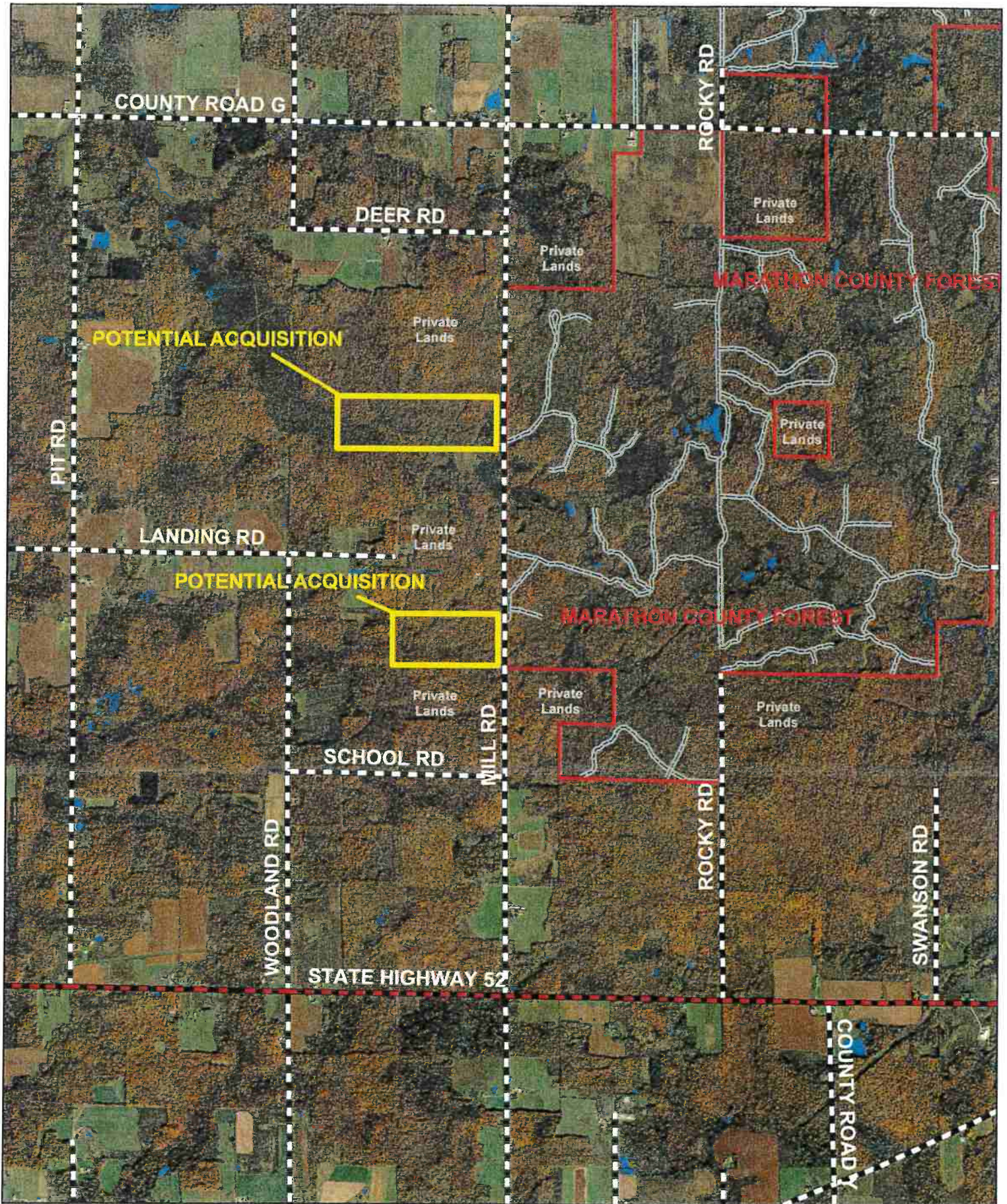
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# Harrison-Hewitt Acquisition For County Forest



0 0.5 1 2 Miles





**RESOLUTION NO. R - - 20**

**PURCHASE OF CERES TIMBER LLC PROPERTY FOR COUNTY FOREST**

WHEREAS, on December 18, 2018, the Marathon County Board of Supervisors approved Resolution #R-61-18 authorizing the application for funding through the Knowles-Nelson Stewardship Land Acquisition Grant program, secure an appraisal and negotiate the purchase with a landowner of 200 acres in the Town of Hewitt, Marathon County, Wisconsin, and;

WHEREAS, Ceres Timber LLC has accepted Marathon County's offer of \$370,000.00 for 200 acres under the terms of the attached Agreement of Purchase and Sale; and;

WHEREAS, the property is further described in addendum A attached to the Agreement of Purchase and Sale; and;

WHEREAS, the Wisconsin Department of Natural Resources has notified Marathon County it is eligible to receive a stewardship grant of \$186,995.00; and;

WHEREAS, the Human Resources, Finance and Property Committee, Environmental Resources Committee and the Forestry/Recreation Committee recommends purchasing the Ceres property to meet the objectives of the Marathon County Forest Comprehensive 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 purchase 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 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 Town of Hewitt supports the County acquiring the property;

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

1. To authorize the purchase of the Ceres Timber LLC property in accordance with the terms and conditions of the Agreement of Purchase and Sale; and;
2. That the County Forest blocking boundaries listed and described in Chapter 900 of the Marathon County Forest Comprehensive Land Use Plan 2006 – 2020 be amended to include this property;
3. Direct the property to be entered under Wis. Stats. 28.11 and be designated as regular County forest lands;



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 24th day of March, 2020.

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ENVIRONMENTAL RESOURCES COMMITTEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FORESTRY/RECREATION COMMITTEE

\_\_\_\_\_

Fiscal Impact Estimate: In total \$373,990.00 for the purchase of this property to be funded as follows:

1. Land Purchase – State Grant - \$186,995.00
2. Forestry Segregated Land Purchase Account - \$35,000.00
3. Forestry State Aid Account - \$127,524.00
4. 2020 Parks, Recreation and Forestry Levy Budget - \$24,471.00

# Marathon County Solid Waste Management Board Strategic Plan Summary 2020-2025



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**RESOLUTION R-\_\_\_\_-2020**

**Resolution adopting the  
Marathon County Solid Waste Management Board  
Strategic Plan 2020-2025**

**WHEREAS**, a Strategic Plan is a roadmap for organizational development by determining what services to provide to customers and how this is accomplished; and

**WHEREAS**, under Wisconsin statute the Marathon County Solid Waste Management Board is authorized under Wisconsin Statute Chapter 59.70(2) to develop, manage, operate and plan for a countywide solid waste system; and

**WHEREAS**, Marathon County Solid Waste Management Board has adopted a strategic plan that clarifies its mission, vision, goals and strategies to accomplish those goals; and

**WHEREAS**, Marathon County Solid Waste Management Board's adopted strategic plan has a short-term horizon (5 years), but will be subject to periodic updating and revision; and

**WHEREAS**, Marathon County has an adopted Strategic Plan that supports collaboration, economic development, environmental protection, and accountability; and

**WHEREAS**, Marathon County has an adopted a Comprehensive Plan that supports environmental protection and economic development; and

**WHEREAS**, the Solid Waste Management Board Strategic Plan 2020-2025 is aligned with Marathon County's strategic and comprehensive plans; and

**WHEREAS**, the Solid Waste Management Board approved its Strategic Plan 2020-2025 at its February 10, 2020 meeting; and

**WHEREAS**, the Marathon County Environmental Resources Committee has reviewed and approved the Solid Waste Management Board Strategic Plan 2020-2025; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Marathon does hereby adopt the attached Strategic Plan 2020-2025 for the Marathon County Solid Waste Management Board.

Dated this \_\_\_\_\_ day of March 2020.

ENVIRONMENTAL RESOURCES COMMITTEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fiscal Note: Adoption of the Strategic Plan is and of itself will not result in any expenditure of County funds. The action items all have fiscal implications which will be considered and reported during the term of the Strategic Plan as part of the annual budget of the Solid Waste Department.

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# **ACKNOWLEDGMENTS**

## **Solid Waste Management Board Members**

Roger Zimmermann – Board Chair, Citizen member

Jean Maszk – Board Vice-Chair, County Supervisor

Alan Christensen – County Supervisor

Brad Lenz – Citizen member

Kerry Brimmer – Citizen member

Jim Bove – County Supervisor

Maynard Tremelling – County Supervisor

Myron Podjaski – Citizen member, Town of Ringle

Thomas Seubert – County Supervisor

## **Staff**

Meleesa Johnson, Director Marathon County Solid Waste Department

Brenda Iczkowski, Administrative Coordinator - CPZ

r

## MISSION STATEMENT

To provide the residents, businesses and organizations of the region with a cost-effective, comprehensive integrated waste management system. The system consists of programming, education and consulting services on waste reduction, recycling, composting and hazardous waste management, along with landfill disposal, with landfill-gas-to-energy production.

## VISION STATEMENT

We are the integrated waste management system of choice, fostering economic development, while protecting the environment and public health.

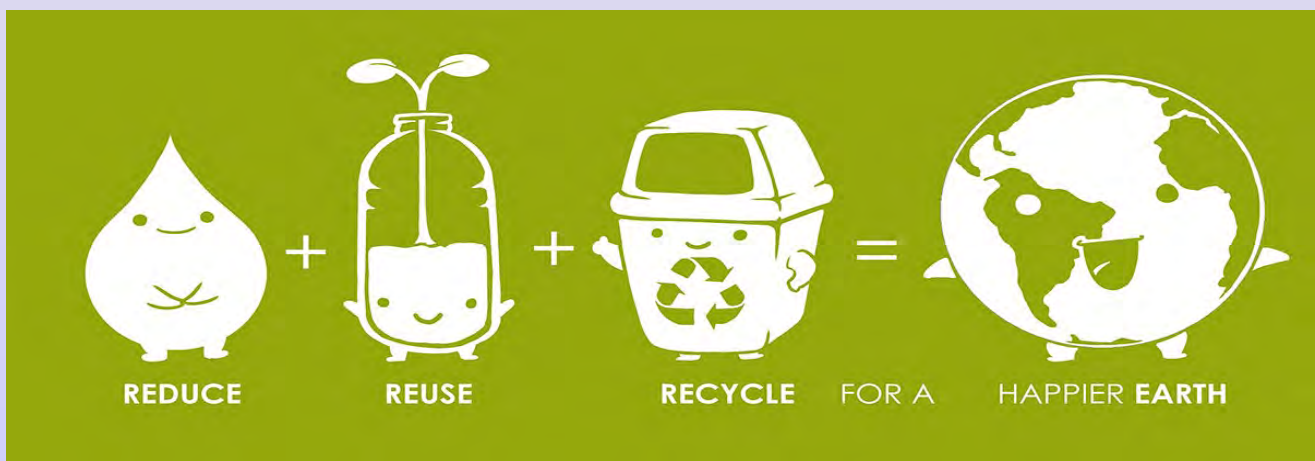
What does the Marathon County Solid Waste Management Board **DO** to ensure success?

We **manage** financial resources efficiently and effectively.

We **empower** residents to manage waste to their benefit.

We **advance** recycling efforts.

We **enable** alternative uses for waste.



## STRATEGIC PLANNING PROCESS:

In April 2013, the Solid Waste Management Board began the work of building its first strategic plan. That plan would set the direction and work plan of the Solid Waste Department for the three to five years following adoption of the plan. It took over ten months of work and great collaborative efforts between the Board, department staff and other stakeholders, to evaluate the strengths, problems, opportunities, and threats of not only the department, but the entire waste industry, to complete the Plan. Ultimately, the Plan served as the overarching framework, along with the County's Strategic Plan, for everything from daily operations of the Solid Waste Department to the creation of new programs and partnerships that would help both the department and the county achieve its goals. In early 2019, the Board started the process to evaluate and update the Strategic Plan. This updated Plan sets the direction for the next five years and is designed to make the Marathon County Solid Waste Department the "integrated waste management system of choice, fostering economic development while protecting human health and the environment" and by doing so helping Marathon County be the "healthiest, safest, most prosperous county in the State."



## **STRATEGIC GOAL 1**

### **Maximize economic opportunities from landfill operations**

Objective 1: Incubate businesses that maximize resource recovery.

Objective 2: Maintain and build positive relationships with current and future customers.

## **STRATEGIC GOAL 2**

### **Engage Marathon County residents and businesses to divert solid waste into productive use such as but not limited to hazardous household, food, and construction and demolition**

Objective 1: Collaborate with schools and community to learn about solid waste options.

Objective 2: Engage the agricultural community in managing solid waste.

Objective 3: Enlist the media to raise awareness in the community.

## **STRATEGIC GOAL 3**

### **Making recycling easy and understandable**

Objective 1: Collaborate with community partners to reward recycling.

Objective 2: Advocate for policies which encourage recycling.

Objective 3: Create educational opportunities that support recycling.



## **STRATEGIC GOAL 4**

### **Shift the paradigm to alternative uses for waste**

Objective 1: Maximize the efficiency of the landfill.

Objective 2: Facilitate productive uses of wasted food.

Objective 3: Assess current construction and demolition waste resources.

Objective 4: Reward construction and demolition recycling and reuse.

## **STRATEGIC GOAL 5**

### **Influence state policy in order to make the highest and best uses of waste resources**

Objective 1: Strengthen relationship with legislators and educate them about recycling and responsible units.

Objective 2: Clarify understanding of current laws for the county, municipalities and businesses.

Objective 3: Provide leadership in Marathon County in developing policies.

Objective 4: Develop recommendations based on case studies of success from other states.

Objective 5: Collaborate with community partners and organizations to influence business recycling.

Objective 6: Provide leadership to Marathon County, municipalities and businesses to enforce current laws and standards on recycling.



To access the strategic plan, please go to  
[www.co.marathon.wi.us](http://www.co.marathon.wi.us) or [www.marathonsolidwaste.org](http://www.marathonsolidwaste.org)

Marathon County Solid Waste Department

172900 State Highway 29

Ringle, WI 54471

Phone: 715-446-3101

Toll Free: 877-270-3989

Fax: 715-446-2906



## **MARATHON COUNTY RESOLUTION FOR RUNOFF MANAGEMENT GRANTS**

WHEREAS, Marathon County is interested in acquiring a grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban stormwater runoff pollution sources (as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 153 and 155); and

WHEREAS, a cost-sharing grant is required to carry out the project:

THEREFORE, BE IT RESOLVED, that Marathon County hereby authorizes the Land and Water Program Director of Marathon County Conservation, Planning and Zoning Department to act on behalf of Marathon County to:

- Sign and submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Sign a grant agreement between the local government (applicant) and the Department of Natural Resources;
- Enter into cost-share agreements with landowner / operator to install best management practices (BMP);
- Make cost-share payment to landowner/operator after payment is requested, evidence of contractor payment by landowner/operator has been received, and grantee has verified proper BMP installation;
- Sign and submit reimbursement claims along with necessary supporting documentation;
- Sign and submit interim and final reports and other documentation as required by the grant agreement;
- Sign and submit an Environmental Hazards Assessment Form, if required; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that Marathon County shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Adopted this 5<sup>th</sup> day of March 2020

I hereby certify that the foregoing resolution was duly adopted by the Environmental Resources Committee at a legal meeting on 5<sup>th</sup> day of March 2020.

**Authorized Signature** \_\_\_\_\_

Jacob Langenhahn (Chairman)

Environmental Resources Committee

**Conservation, Planning and Zoning Department**

210 River Drive • Wausau, Wisconsin 54403-5449

Phone 715-261-6000 • Marathon County 800-236-0153 • Fax 715-261-6016 cpz@co.marathon.wi.us



**Attachment I: Governmental Responsibility Resolution (GRR)**

**SAMPLE GOVERNMENTAL RESPONSIBILITY RESOLUTION FOR RUNOFF MANAGEMENT GRANTS**

WHEREAS, \_\_\_\_\_ is interested in acquiring a  
*(governmental unit applicant)*

Grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 153 and 155); and

WHEREAS, a cost-sharing grant is required to carry out the project:

THEREFORE, BE IT RESOLVED, that \_\_\_\_\_  
*(applicant)*

HEREBY AUTHORIZES \_\_\_\_\_, \_\_\_\_\_ to act on  
*(position title) (department)*

behalf of \_\_\_\_\_ to:  
*(applicant)*

- Sign and submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Sign a grant agreement between the local government (applicant) and the Department of Natural Resources;
- Enter into cost-share agreements with landowner/operator to install best management practices;
- Make cost-share payment to landowner/operator after payment is requested, evidence of contractor payment by landowner/operator has been received, and grantee has verified proper BMP installation;
- Sign and submit reimbursement claims along with necessary supporting documentation;
- Sign and submit interim and final reports and other documentation as required by the grant agreement;
- Sign and submit an Environment Hazards Assessment Form, if required; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that \_\_\_\_\_ shall comply with all state  
*(applicant)*

and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

I hereby certify that the foregoing resolution was duly adopted by \_\_\_\_\_ at a legal meeting on \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Authorized Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

*(Signature of the governmental unit's executive officer, for example, Village President, City Mayor, County Board Chair, etc.)*





**“Stone Horizon”  
Town of Rib Mountain  
Final County Plat  
Staff Report  
Environmental Resources Committee  
March 5, 2020**

**PLAT REQUIREMENTS**

- **Survey**
  - Plat complies with Chapter 236.34 of the Wisconsin Statutes, Chapter A-E7 of the Wisconsin Administrative Code and Chapter 18 of the Marathon County Code of Ordinances regarding subdivisions and mapping.
- **Zoning**
  - Plat is located in Rib Mountain and is town zoned with ER-1 (Estate Residential) zoning. This district permits one dwelling per acre.
- **Environmental Conditions**
  - Storm Water Management Plan (SWMP) has been submitted.
  - Erosion Control Plan included with SWMP.
  - Wetlands are shown and will not be impacted by the development. Approval letter from the Army Corps of Engineers was received by CPZ (Conservation, Planning, and Zoning).
- **Sanitary Sewer**
  - A map was provided by a certified soil tester during the earlier submittals with approved Private Onsite Wastewater Treatment System (POWTS) locations identified for lots shown on the previous submittals.
  - Developer still working on POWTS locations for the additional lots.
- **Access**
  - All proposed lots will have access to an improved public road.
  - Access from the proposed White Oak Road to County Road N has been approved by Marathon County Highway Department.

**PREVIOUS APPROVALS**

- **August 2, 2018** – ERC approved request for modification from the Land Division Code, Section 18.22(5)(b), for a dead end road greater than 850 feet.
- **August 2, 2018** – ERC conditionally approved the preliminary plat of “Stone Horizon” requiring a Wetland Delineation Report and a concurrence letter from the Army Corps of Engineers.
- **December 6, 2018** – ERC approved the 1<sup>st</sup> submittal of the final plat of “Stone Horizon”. The final plat excluded a portion of the area originally shown in the preliminary plat, but otherwise substantially conformed to the preliminary plat.
- **August 1, 2019** – ERC approved the 2<sup>nd</sup> submittal of the final plat of “Stone Horizon”. Outlot 1 shown on the final plat was expanded to accommodate a larger storm water management area required by the Town of Rib Mountain, but otherwise substantially conformed to the preliminary plat.
- **February 6, 2020** – ERC approved the 3<sup>rd</sup> submittal of the preliminary plat of “Stone Horizon”.

**NOTES**

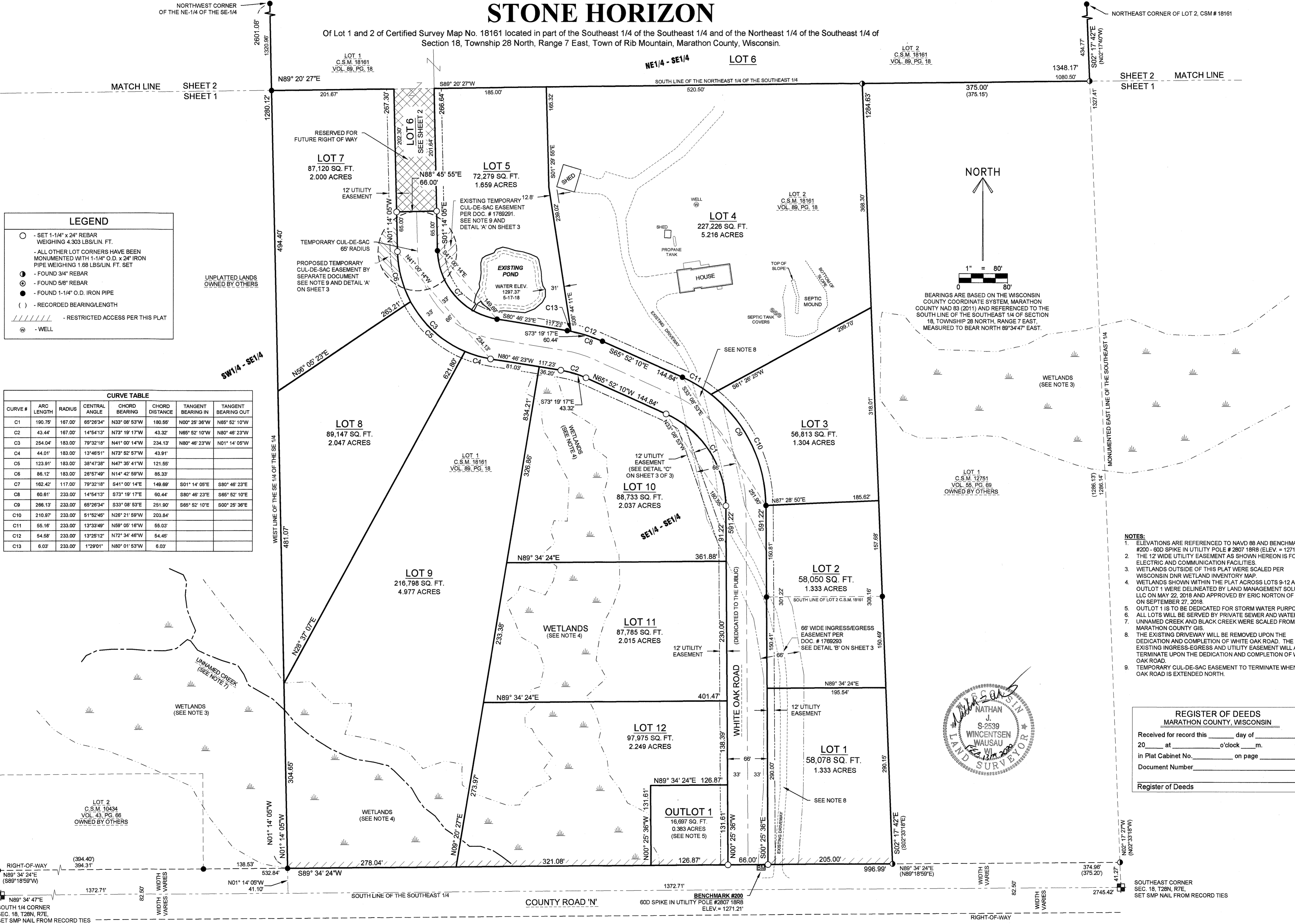
This final plat substantially conforms to the preliminary plat that was approved by ERC on February 6, 2020.

**RECOMMENDATION**

Based on the information provided, CPZ staff recommend that the Environmental Resources Committee approve the proposed final County plat of “Stone Horizon”.

# STONE HORIZON

Of Lot 1 and 2 of Certified Survey Map No. 18161 located in part of the Southeast 1/4 of the Southeast 1/4 and of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 28 North, Range 7 East, Town of Rib Mountain, Marathon County, Wisconsin.



**LEGEND**

- - SET 1-1/4" x 24" REBAR WEIGHING 4.303 LBS/LIN. FT.
- ALL OTHER LOT CORNERS HAVE BEEN MONUMENTED WITH 1-1/4" O.D. x 24" IRON PIPE WEIGHING 1.68 LBS/LIN. FT. SET
- - FOUND 3/4" REBAR
- - FOUND 5/8" REBAR
- - FOUND 1-1/4" O.D. IRON PIPE
- ( ) - RECORDED BEARING/LENGTH
- - RESTRICTED ACCESS PER THIS PLAT
- ⊙ - WELL

**CURVE TABLE**

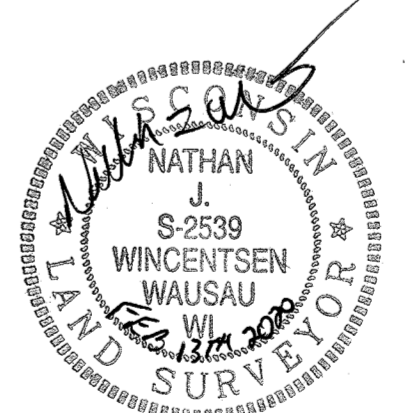
CURVE #	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE	TANGENT BEARING IN	TANGENT BEARING OUT
C1	190.75'	167.00'	65°26'34"	N33°06'53"W	180.55'	N00°25'36"W	N65°52'10"W
C2	43.44'	167.00'	14°54'13"	N73°19'17"W	43.32'	N65°52'10"W	N80°46'23"W
C3	254.04'	183.00'	79°32'18"	N41°00'14"W	234.13'	N80°46'23"W	N01°14'05"W
C4	44.01'	183.00'	13°48'51"	N73°52'57"W	43.91'		
C5	123.91'	183.00'	38°47'38"	N47°36'41"W	121.55'		
C6	86.12'	183.00'	26°57'49"	N14°42'59"W	85.33'		
C7	162.42'	117.00'	79°32'18"	S41°00'14"E	149.69'	S01°14'06"E	S80°46'23"E
C8	60.61'	233.00'	14°54'13"	S73°19'17"E	60.44'	S80°46'23"E	S65°52'10"E
C9	266.13'	233.00'	65°26'34"	S33°08'53"E	251.90'	S65°52'10"E	S00°25'36"E
C10	210.97'	233.00'	51°52'45"	N26°21'59"W	203.84'		
C11	55.16'	233.00'	13°33'49"	N59°05'16"W	55.03'		
C12	54.68'	233.00'	13°25'12"	N72°34'48"W	54.45'		
C13	6.03'	233.00'	1°29'01"	N80°01'53"W	6.03'		

- NOTES:**
- ELEVATIONS ARE REFERENCED TO NAVD 88 AND BENCHMARK #200 - 60D SPIKE IN UTILITY POLE # 2807 18R8 (ELEV. = 1271.21').
  - THE 12' WIDE UTILITY EASEMENT AS SHOWN HEREON IS FOR ELECTRIC AND COMMUNICATION FACILITIES.
  - WETLANDS OUTSIDE OF THIS PLAT WERE SCALED PER WISCONSIN DNR WETLAND INVENTORY MAP.
  - WETLANDS SHOWN WITHIN THE PLAT ACROSS LOTS 9-12 AND OUTLOT 1 WERE DELINEATED BY LAND MANAGEMENT SOLUTIONS, LLC ON MAY 22, 2018 AND APPROVED BY ERIC NORTON OF USAGE ON SEPTEMBER 27, 2018.
  - OUTLOT 1 IS TO BE DEDICATED FOR STORM WATER PURPOSES.
  - ALL LOTS WILL BE SERVED BY PRIVATE SEWER AND WATER.
  - UNNAMED CREEK AND BLACK CREEK WERE SCALED FROM MARATHON COUNTY GIS.
  - THE EXISTING DRIVEWAY WILL BE REMOVED UPON THE DEDICATION AND COMPLETION OF WHITE OAK ROAD. THE EXISTING INGRESS-EGRESS AND UTILITY EASEMENT WILL ALSO TERMINATE UPON THE DEDICATION AND COMPLETION OF WHITE OAK ROAD.
  - TEMPORARY CUL-DE-SAC EASEMENT TO TERMINATE WHEN WHITE OAK ROAD IS EXTENDED NORTH.

**REGISTER OF DEEDS**  
MARATHON COUNTY, WISCONSIN

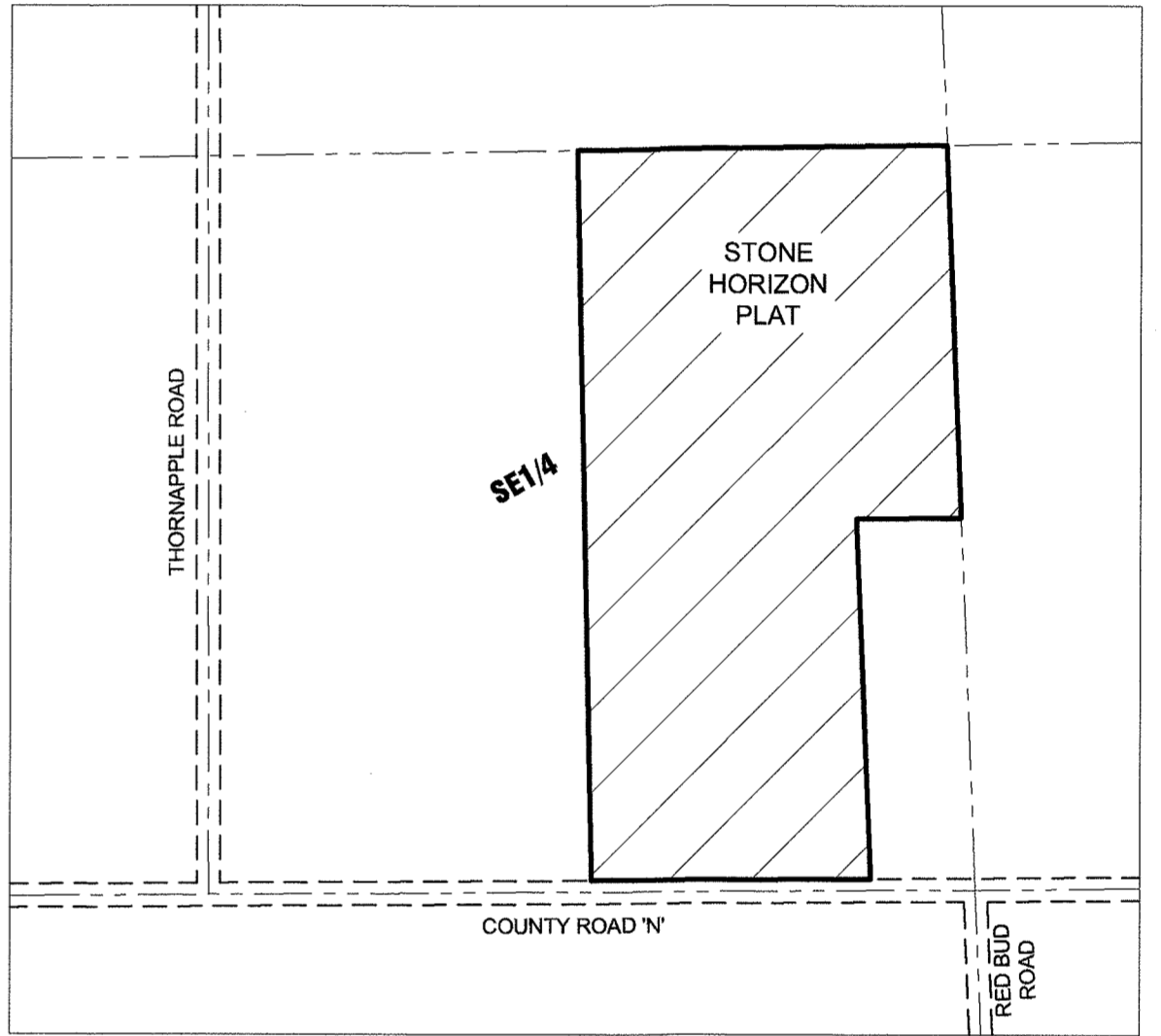
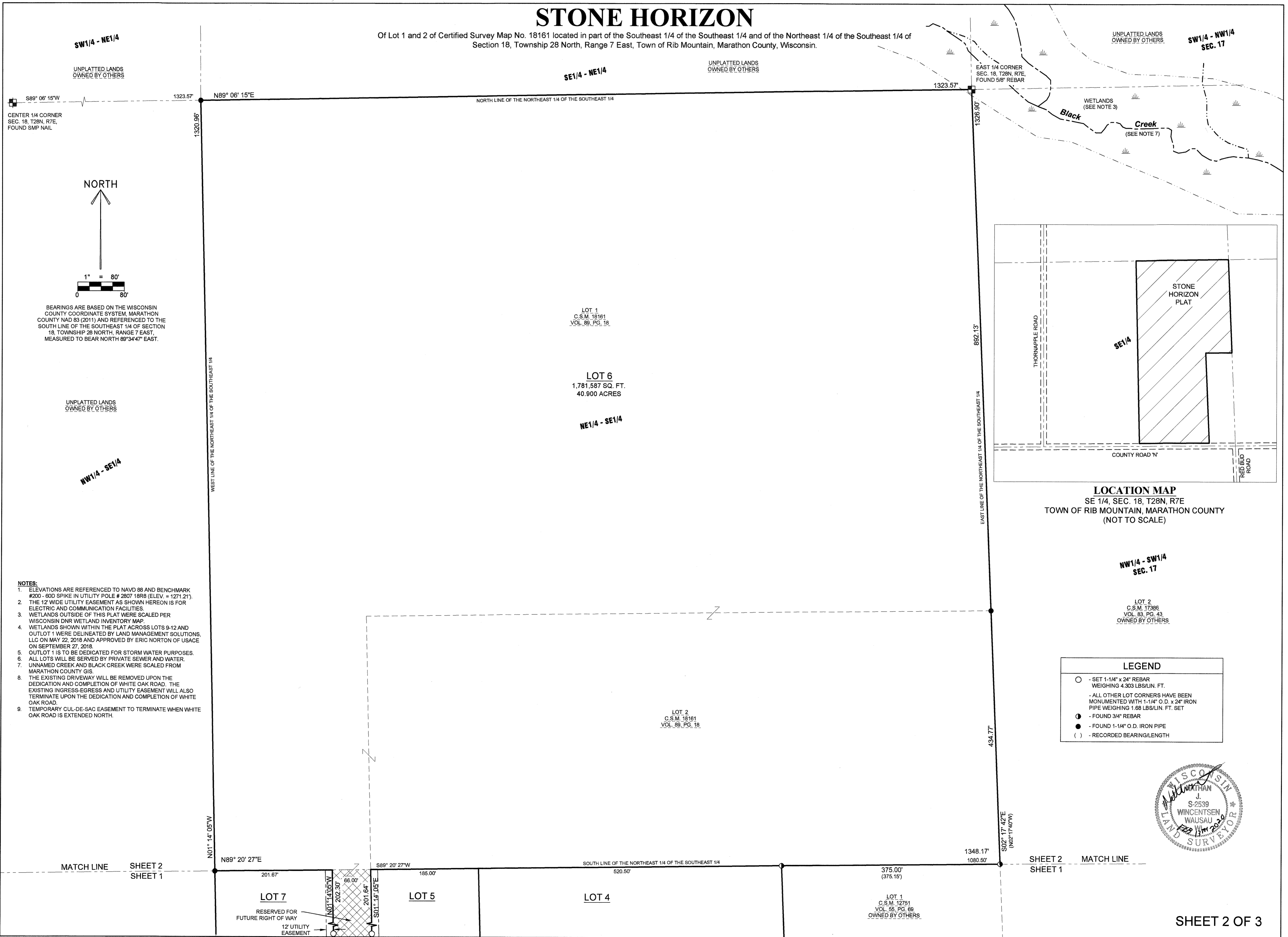
Received for record this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ m.  
in Plat Cabinet No. \_\_\_\_\_ on page \_\_\_\_\_  
Document Number \_\_\_\_\_

Register of Deeds



# STONE HORIZON

Of Lot 1 and 2 of Certified Survey Map No. 18161 located in part of the Southeast 1/4 of the Southeast 1/4 and of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 28 North, Range 7 East, Town of Rib Mountain, Marathon County, Wisconsin.



**LOCATION MAP**  
SE 1/4, SEC. 18, T28N, R7E  
TOWN OF RIB MOUNTAIN, MARATHON COUNTY  
(NOT TO SCALE)

**LEGEND**

- - SET 1-1/4" x 24" REBAR WEIGHING 4.303 LBS/LIN. FT.
- ALL OTHER LOT CORNERS HAVE BEEN MONUMENTED WITH 1-1/4" O.D. x 24" IRON PIPE WEIGHING 1.68 LBS/LIN. FT. SET
- - FOUND 3/4" REBAR
- - FOUND 1-1/4" O.D. IRON PIPE
- ( ) - RECORDED BEARING/LENGTH



S89° 06' 15"W  
CENTER 1/4 CORNER SEC. 18, T28N, R7E, FOUND SMP NAIL

NORTH

1" = 80'

BEARINGS ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM, MARATHON COUNTY NAD 83 (2011) AND REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 7 EAST, MEASURED TO BEAR NORTH 89°34'47" EAST.

- NOTES:**
- ELEVATIONS ARE REFERENCED TO NAVD 88 AND BENCHMARK #200 - 60D SPIKE IN UTILITY POLE # 2807 18R8 (ELEV. = 1271.21).
  - THE 12' WIDE UTILITY EASEMENT AS SHOWN HEREON IS FOR ELECTRIC AND COMMUNICATION FACILITIES.
  - WETLANDS OUTSIDE OF THIS PLAT WERE SCALED PER WISCONSIN DNR WETLAND INVENTORY MAP.
  - WETLANDS SHOWN WITHIN THE PLAT ACROSS LOTS 9-12 AND OUTLOT 1 WERE DELINEATED BY LAND MANAGEMENT SOLUTIONS, LLC ON MAY 22, 2018 AND APPROVED BY ERIC NORTON OF USACE ON SEPTEMBER 27, 2018.
  - OUTLOT 1 IS TO BE DEDICATED FOR STORM WATER PURPOSES.
  - ALL LOTS WILL BE SERVED BY PRIVATE SEWER AND WATER.
  - UNNAMED CREEK AND BLACK CREEK WERE SCALED FROM MARATHON COUNTY GIS.
  - THE EXISTING DRIVEWAY WILL BE REMOVED UPON THE DEDICATION AND COMPLETION OF WHITE OAK ROAD. THE EXISTING INGRESS-EGRESS AND UTILITY EASEMENT WILL ALSO TERMINATE UPON THE DEDICATION AND COMPLETION OF WHITE OAK ROAD.
  - TEMPORARY CUL-DE-SAC EASEMENT TO TERMINATE WHEN WHITE OAK ROAD IS EXTENDED NORTH.



# STONE HORIZON

Of Lot 1 and 2 of Certified Survey Map No. 18161 located in part of the Southeast 1/4 of the Southeast 1/4 and of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 28 North, Range 7 East, Town of Rib Mountain, Marathon County, Wisconsin.

### Owners Certificate of Dedication:

As owners, We hereby certify that we caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. We also certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

- 1) Town of Rib Mountain
- 2) City of Wausau
- 3) Marathon County

Witness the hand and seal of said owners this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in presence of:

\_\_\_\_\_  
Paul J. Hackel

\_\_\_\_\_  
Mary M. Hackel

State of Wisconsin )  
ss  
Marathon County)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named Paul J. Hackel & Mary M. Hackel to me known to be the same persons who executed the foregoing instrument and acknowledged the same.

(Notary Seal) \_\_\_\_\_ Notary Public, \_\_\_\_\_ City / State

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

### CONSENT OF MORTGAGEE

I, \_\_\_\_\_, Mortgagee of the above described land, do hereby consent to the surveying, dividing, mapping, dedication of the land described on this plat, and I do hereby consent to the above certificate for Paul J. Hackel and Mary M. Hackel, Owners.

In witness thereof, the said \_\_\_\_\_, mortgagee, has caused these presents to be signed by \_\_\_\_\_, its President,

and countersigned by \_\_\_\_\_, its Secretary,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

in the presence of:

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Secretary Date

State of Wisconsin )  
ss  
Marathon County)

personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

the above named \_\_\_\_\_, President, and \_\_\_\_\_, Secretary, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said bank, and acknowledged that they executed the foregoing instrument as such officers as the deed of said bank, by its authority.

\_\_\_\_\_  
Notary Public  
State of Wisconsin

my commission expires \_\_\_\_\_

### COUNTY TREASURER'S CERTIFICATE

State of Wisconsin )  
ss  
Marathon County)

I, Audrey Jensen, being the duly elected, qualified, and acting Treasurer of the County of Marathon, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of \_\_\_\_\_, 20\_\_\_\_ affecting the

lands included in the Plat of Stone Horizon.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Treasurer, Marathon County

### Surveyor's Certificate:

I, Nathan J. Wincentsen, Professional Land Surveyor S-2539, do hereby certify that:

At the direction of Paul Hackel, Owner of said lands, I have surveyed, mapped and divided Lot 1 and 2 of Certified Survey Map No. 18161 recorded in Volume 89 of Certified Survey Maps on Page 18 as Document Number 1767416 located in part of the Southeast 1/4 of the Southeast 1/4 and of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 28 North, Range 7 East, Town of Rib Mountain, Marathon County, Wisconsin, the exterior boundaries of which are described as follows:

Beginning at the East 1/4 corner of said Section 18; Thence South 02°17'42" East along the East line of said Northeast 1/4 of the Southeast 1/4, 1326.90 feet to the Southeast corner of said Northeast 1/4 of the Southeast 1/4; Thence South 89°20'27" West along the South line of said Northeast 1/4 of the Southeast 1/4, 375.00 feet to the East line of said Lot 2 of Certified Survey Map Number 18161; Thence South 02°17'42" East along said East line of Lot 2, 1284.63 feet to the North right of way line of County Road "N"; Thence South 89°34'24" West along said North right of way line, 986.99 feet to the West line of the Southeast 1/4 of the Southeast 1/4; Thence North 01°14'05" West along said West line and the West line of said Northeast 1/4 of the Southeast 1/4, 2801.08 feet to the Northwest corner of said Northeast 1/4 of the Southeast 1/4; Thence North 89°06'15" East along the North line of said Northeast 1/4 of the Southeast 1/4, 1323.57 feet to the point of beginning.

That the above described parcel of land contains 3,031,148 square feet or 69.586 acres, more or less;

That said parcel is subject to all easements, restrictions and right-of-ways of record, including an ingress-egress and utility easement per Document No. 1769293 and a temporary cul-de-sac easement per Document No. 1769291.

That Outlot 1 as shown hereon is to be dedicated to the public for storm water purposes;

That I have fully complied with the provisions of Chapter 236 of the Statutes of Wisconsin and the subdivision regulations of the Town of Rib Mountain, City of Wausau and Marathon County in Surveying, Dividing and Platting said parcel;

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

Dated this 13<sup>TH</sup> day of FEBRUARY, 2020

\_\_\_\_\_  
Nathan J. Wincentsen  
Riverside Land Surveying, LLC  
Nathan J. Wincentsen  
WI P.L.S. S-2539



### TOWN BOARD APPROVAL CERTIFICATE

Resolved, that the Plat of Stone Horizon in the Town of Rib Mountain and Paul J. Hackel and Mary M. Hackel, Owners, are hereby approved by the Village Board.

Date \_\_\_\_\_ Approved \_\_\_\_\_  
Town Chairman

Date \_\_\_\_\_ Signed \_\_\_\_\_  
Town Chairman

I, hereby certify that the foregoing is a copy of a resolution adopted by the Town Board of the Town of Rib Mountain

\_\_\_\_\_  
Town Clerk.

### TOWN TREASURER'S CERTIFICATE

State of Wisconsin )  
ss  
Marathon County)

I, \_\_\_\_\_, being the duly elected, qualified, and acting Town Treasurer of the Town of Rib Mountain, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of \_\_\_\_\_, 20\_\_\_\_ affecting the

lands included in the Plat of Stone Horizon.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

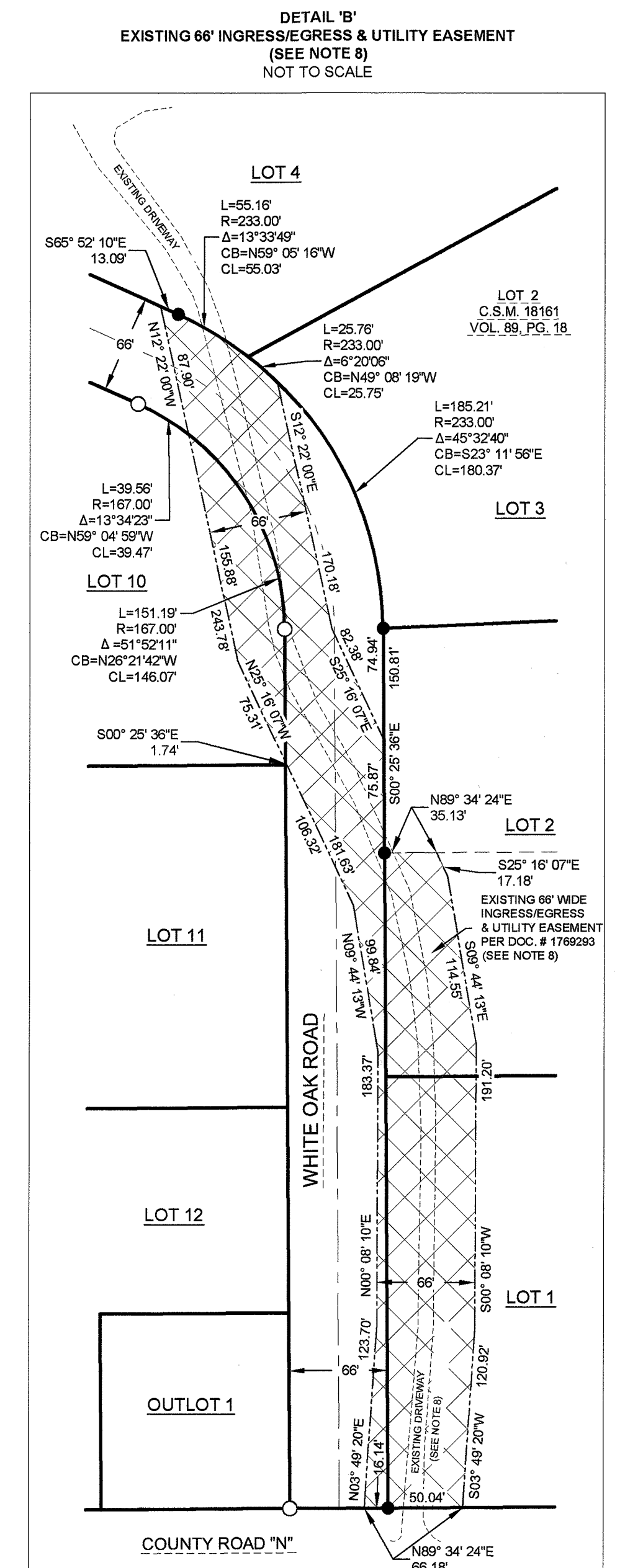
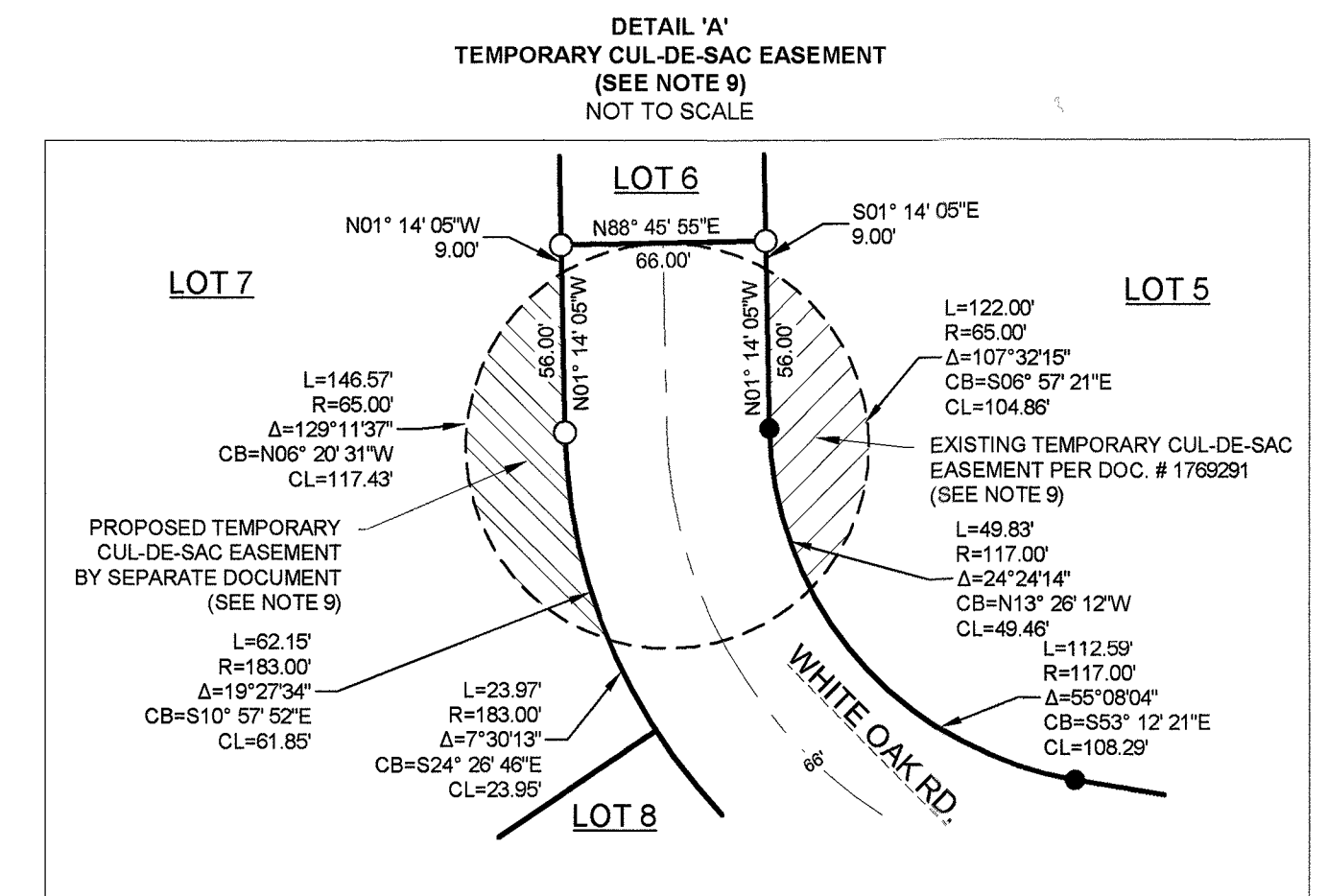
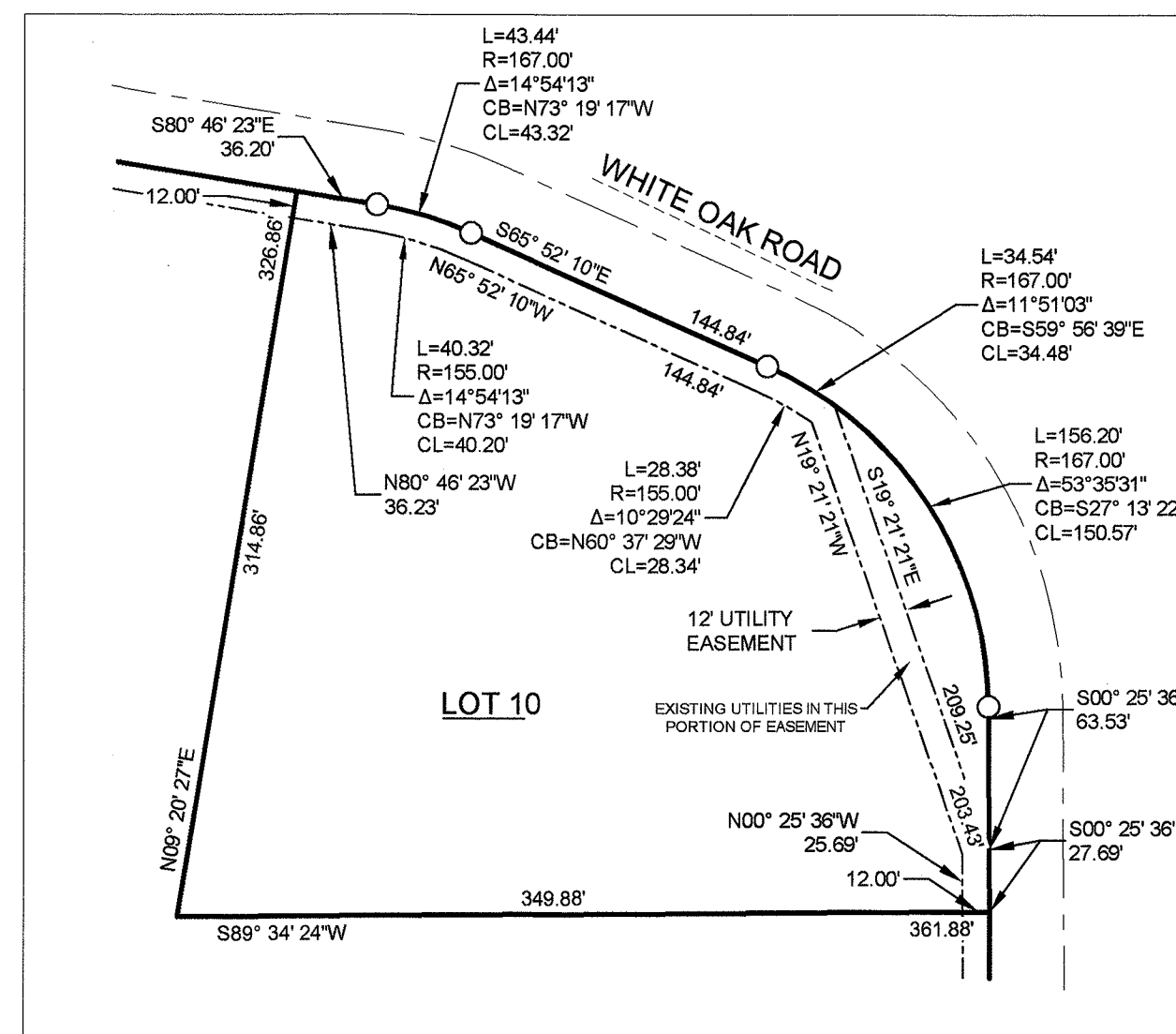
\_\_\_\_\_  
Town Treasurer

### City of Wausau Approval Certificate:

I, William Hebert, Zoning Administrator, being duly appointed by the Common Council of the City of Wausau, do hereby certify that the attached Certified Survey Map has been reviewed and there are no objection to the recording this Certified Survey Map in the Office of the Register of Deeds.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
William Hebert



**Marathon County Environmental Resources Committee**  
Resolved, that the plat of Stone Horizon, Paul J. Hackel and Mary M. Hackel, owners, is hereby approved by the Marathon County Environmental Resources Committee.

Date Approved \_\_\_\_\_  
Chairman

Date Signed \_\_\_\_\_  
Chairman



# **Wausau and Marathon County Parks, Recreation, and Forestry Department**

## **2019 County Forest Division Annual Report**

January 1, 2019 - December 31, 2019

### **Program Highlights:**

- Net timber sale revenue to Marathon County of \$591,768.
- Total net revenue for the Forestry Division program was \$651,546 and expenses were \$354,742. Returned \$296,804 to the general fund.
- Accepted a donation of 79.67 acres of land in the Town of Easton from the Wausau and Marathon County Parks Foundation and created a new Forest Unit called Miller Forest.
- Purchased 199.84 acres of land in the Harrison-Hewitt Forest Unit to add to the County Forest.
- Practiced sustainable forestry on 902 acres on the Marathon County Forest. This is based on closed out sales with DNR in 2019.
- Received 726 hours of WDNR technical and field assistance in completing work on the Marathon County Forest.
- Continued participation as a member of the Wisconsin County Forests Association Forest Legislative/Certification Committee.
- Began the revision of the 15-year County Forest Comprehensive Land Use Plan 2021-2035.
- Continued participation in the County Forest Administrator grant program that funds one-half the salary and fringe benefits of the Forest Administrator position.
- Continued participation in third party forest certification under the Sustainable Forestry Initiative (SFI) standard.
- Resurfaced 2.65 miles of roads and trails in LeatherCamp and Kronenwetter Forest Units adding 3302 yards of granite and 108 yards of breaker.
- The second High School Mountain Bike Race was held at Nine Mile County Forest Recreation Area with 709 participants resulting in \$5,689.00 in revenue. The same race will be held in 2020.
- Regulated uses at Nine Mile County Forest Recreation Area to allow all user groups to have safe and quality recreation experiences.
- Two regular Mountain Bike Races were held at Nine Mile County Forest Recreation Area with 584 participants resulting in \$7,795.25 in revenue for Marathon County.
- Nine Mile County Forest Recreation Area hosted the third annual Ragnar Trail relay running race with approximately 2900 participants resulting in \$21,294.00 in revenue.

**Land Holdings:**

Acres in 2019:

County Forest - Regular County Forest Law	29,842.53
County Forest - Special County Forest Law	<u>631.77</u>
Total County Forest	30,474.30

**Other Land Holdings:**

Parking & road access	8.59
Farm Lease	80.00
McMillan Marsh Lease (DNR)	1,661.40
Under water, island & wetlands	192.74
Railroad ROW/Snowmobile Trail	<u>85.04</u>
Total Other Lands	2,027.77

**Total Lands Managed: 32,502.07 Acres**

**Timber Management, Cultural Projects, and Reforestation:**

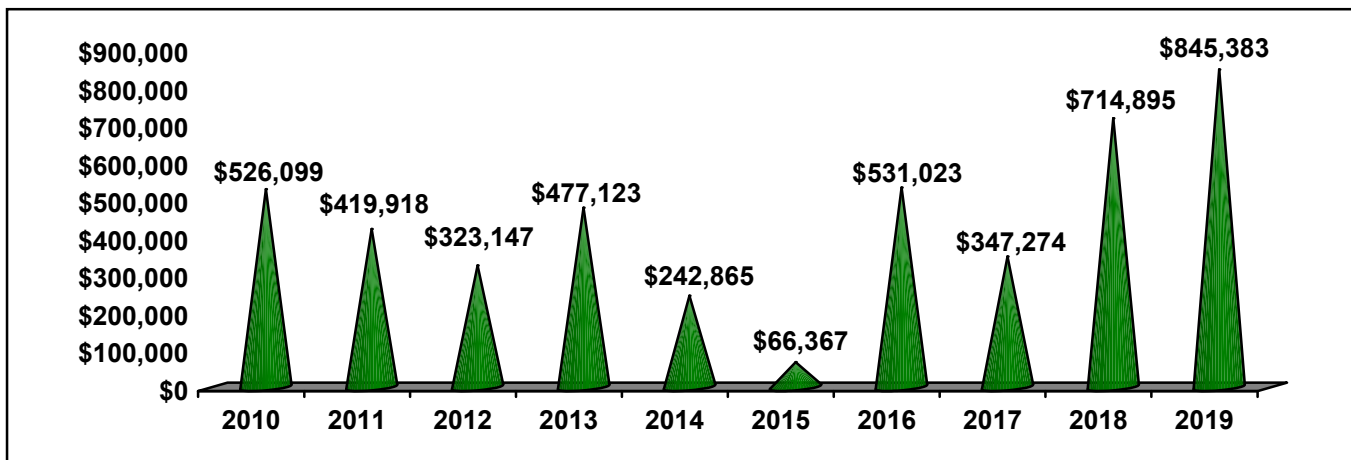
**Timber Sales:**

Timber sales generated 16,638 cords of pulpwood and 799,000 board feet of logs worth \$845,383.37(unaudited) in 2019. The following is a listing of the gross value of timber cut from the forest over the past 10 years:

2010	\$526,099.29	2015	\$66,366.74
2011	\$419,917.34	2016	\$531,022.66
2012	\$323,146.07	2017	\$347,274.04
2013	\$477,122.61	2018	\$714,895.21
2014	\$242,865.33	2019	\$845,383.37

**Marathon County Forest**

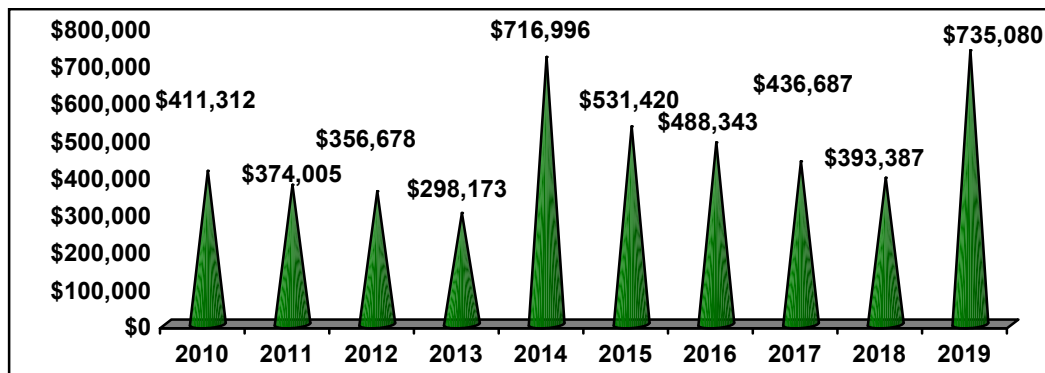
Timber Sales Annual Gross Revenue – Cut and Hauled



**Other Timber Sale Data:**

New sales – 10 were established on 644 acres with 15,323 cords appraised at \$701,970.75.

### Marathon County Forest Timber Sales Annual Sold Value



1. Sold sales - 10 of 11 sales advertised were sold in 2019 for a value of \$735,080.30.
2. Uncompleted timber contracts – 23 with 27,094 cord equivalents worth \$1,296,980.20.
3. Cut volume reports filed with DNR (form 2460):
  - Final reports – 15 sales worth \$1,149,070.86
  - Partial reports - 0 sales worth \$0.
4. Severance paid to DNR on interest free loans \$229,814.17.
5. Severance Tax Escrow for Town payments (10% of gross receipts) \$84,538.37.
6. Firewood permits – 10 permits were issued worth \$300.00.
7. New sale establishment – evaluated 694 acres for potential sale (established 644 acres).
8. Forest reconnaissance – updated 2488 acres.
9. Completed a forest inventory and timber management recommendations for 118 acres at Mission Lake County Park.
10. Established and began administering a 23 acre timber sale at Mission Lake County Park.
11. Established and administered a 10 acre timber sale for the Marathon County Solid Waste Department.
12. Completed a forest inventory and timber management recommendations for the 1568 acre Big Eau Pleine County Park.

#### **Cultural Projects:**

1. Classified forest habitat types on 112 acres for inclusion in our GIS database.
2. Monitored for additional oak wilt areas in Nine Mile and Kronenwetter Forest Units.
3. Identified three new pockets of oak trees in Nine Mile infected with the oak wilt fungus, treatment on five trees was completed. All sites will be monitored in 2020.
4. Utilized a portion of a \$31,200 Sustainable Forestry grant to control invasive species and unwanted shrubs on several areas of the forest to promote hardwood and oak regeneration at Kronenwetter and Leather Camp Forest Units. Treatment will continue in 2020.
5. Treated areas of tansy, thistle and spotted knapweed on several wildlife flowage dikes and forest unit trails.
6. Completed deer browse surveys at Big Eau Pleine County Park. This will continue in 2020 and beyond.
7. Completed deer browse surveys on 115 acres of the Marathon County Forest.
8. Scarified 24 acres of the forest floor to prepare the site for oak acorn seedling germination at Kronenwetter Forest Unit using DNR heavy equipment.

#### **Reforestation:**

1. Planted 500 white spruce and white pine on a log landing area in the Kronenwetter Forest Unit.

**Road, Trail, and Facility Construction and Maintenance:**

1. APHIS trapped 68 beaver and removed 37 dams at problem locations in the county forest. Three dams were blown using dynamite.
2. Replaced 12 culverts at Nine Mile, Leather Camp, and Kronenwetter Forest Units and added granite in problem locations.
3. Brushed approximately 11 miles of roads and trails in the Burma Road Forest Unit.
4. Placed 3410 yards of granite and breaker on forest trails in the Kronenwetter and Leather Camp Forest Units.
5. Completed repairs to dikes and water control structures from muskrat and beaver damage.
6. Reconstructed several segments of Nine Mile ski trails to improve drainage and level the surface including repairs to several sections due to heavy use and erosion.
7. Performed normal maintenance on 190 miles of forest roads and trails.
8. Graded several sections of the Burma Road ATV trails to prevent erosion.
9. Inspected County Forest boundaries to control encroaching land uses.
10. Removed blown over trees on mountain bike, ski and hunter walking trails at Nine Mile and Leather Camp Forest Units.
11. Repaired gates on roads and trails that access the County Forest.
12. Repaired deer exclusion fences at Big Eau Pleine Park. They are installed to collect data on deer browsing.

**Administration:**

1. Continued the utilization of the DNR forestry reconnaissance program (WisFIRS).
2. Evaluated two parcels for potential land acquisition as an addition to County Forest land.
3. Applied and received a \$344,025.20 Knowles-Nelson Stewardship grant to help in the purchase 199.84 acres of land to add to the Harrison-Hewitt Forest Unit.
4. Revised the Event and Use Regulations policy for Nine Mile County Forest to minimize user conflicts and balance all the competing uses.
5. Developed policy and implemented principals of Forest Certification - Sustainable Forestry Initiative (SFI) on the Marathon County Forest.
6. Drafted amendments to the County Forest Comprehensive Land Use Plan to reflect forest certification, language and policy changes.
7. Located and assisted in the purchase of approximately 100 cords of firewood for campers for use at the County Park campgrounds.
8. Assisted in the update of the 2019-2023 County Outdoor Recreation Plan for parks.
9. The Chief Ranger retired in August. Two Recreational Safety Deputies were hired and since late October removed five illegal tree stands from County Forest lands. Recreation Deputies also investigated reports of ten illegal tree stands on County Forest Land, issuing one citation. They investigated complaints of illegal snowmobile use on forest land, target shooting in forest unit parking lots, and destruction of property. At Nine Mile Forest Unit, Deputies have conducted numerous patrols checking for cross country ski passes issuing multiple warnings.
10. Issued five ATV/UTV disabled person access permits to people with disabilities for County Forest access.
11. Revisions were drafted to Chapter 16 of the County Forest Ordinances and were adopted by County Board in 2019.
12. Held quarterly meetings with the Forest Citizen's Advisory Subcommittee to discuss forestry and recreation issues.

**Wildlife and Fisheries Management:**

In cooperation with the Wisconsin Department of Natural Resources:

1. Maintained 17 flowages.



2. Mowed forest openings, Nine Mile and Harrison-Hewitt Forest Unit flowage dikes and the Bitzke Bird Walk trail.
3. Repaired severe muskrat and beaver damage on Steinke Dike at the Harrison-Hewitt Forest Unit utilizing a contractor.
4. Received a \$4,000 Pittman/Robertson grant and completed additional wildlife work on the County Forest.
5. Mowed most forest unit trails suitable for mowing.
6. Treated 17 out of 72 forest openings in the forest units by either mowing or applying herbicides. Three other openings were field checked and didn't need treatment.
7. Sheared 18 acres of tag alder in the Leather Camp Forest Unit to create habitat for grouse, woodcock and other early successional species.
8. Seeded 2.5 miles of roads and trails with a wildlife mixture in Kronenwetter and Leather Camp Forest Units.
9. Removed cattails in front of the water control structure at Bern Forest Unit utilizing Federal Emergency Management Agency (FEMA) funding. Removal of additional cattail masses will continue in 2020 and beyond.
10. Seeded 115 lbs. of wild rice in flowages at the Harrison-Hewitt Forest Unit.
11. Completed a furbearer track survey in Kronenwetter and Leather Camp Forest Units. Wolves, coyote, fisher and bobcat tracks were observed.
12. Chemically or manually treated tansy, spotted knapweed and thistle along 8.25 miles of trails and flowage dikes at the Harrison-Hewitt Forest Unit.
13. Testified in favor of additional antlerless tags to the County Deer Advisory Council (CDAC) in an attempt to reduce the deer population in areas of County Forests with tree regeneration problems.

### **Recreation:**

#### **Nine Mile County Forest Cross Country Ski Trails:**

The ski season opened on January 24, 2019 and the chalet closed for the season on March 23, 2019.

The Wausau Nordic Ski Club offered free adult ski lessons on Tuesday evenings in January. However, two of these were cancelled due to the lack of snow. The County assisted by allowing free ski rental and free ski passes for those taking lessons. This partnership was developed to help promote the ski area and increase the interest in cross country skiing.

The Snekkevik ski race and Badger State Games were cancelled due to the lack of snow. Special Olympics was held and had 300 participants and \$714.76 in revenue. Stomp the Swamp Snowshoe race was again held in February with 44 participants resulting in \$644.00 in revenue. Total annual receipts associated with skiing and snowshoe activity was \$54,132.98.

#### **Ski Trail Maintenance at Nine Mile Forest Unit:**

1. Brushing of all trails is ongoing, and the efforts of the volunteers are greatly appreciated.
2. Volunteers from the Nordic Ski Club sponsored work days in October. They performed tasks such as rock picking, lifting trees and brushing trails.
3. Trail signs were inspected and damaged trail signs replaced, some new signage added, this work will continue in 2020 as the signage is evaluated and updated.
4. Numerous heavy rain events caused moderate to severe erosion on ski trails that was repaired by County operations staff in 2019.

#### **Mountain Biking at Nine Mile Forest Unit:**

The 2019 mountain bike season opened at noon on May 15 because the April snowstorms caused wet conditions. The bike trails closed as scheduled on October 15.

There were four Mountain Bike events held at Nine Mile in 2019; The Wisconsin Endurance Mountain

Bike Series, NICA High School Race, Wausau 24 and the first ever IronBull Granite Grinder. A total of 1144 daily passes and 490 annual passes were sold in 2019. Total receipts associated with mountain biking in 2019 totaled \$31,364.99. Central Wisconsin Off-Road Cycling Coalition, (CWOCC) continues to be a great partner in maintaining the trail system. The volunteers donate many hours of their time to maintain the single track trails.

### **Other Recreation:**

1. Three cross country running races were held at Nine Mile in 2019.
2. Five ATV safety classes were held in the north parking lot at Nine Mile Forest Unit in 2019.
3. Issued twenty-six undesignated camping permits for county forests in 2019 resulting in \$390 in revenue.
4. The number of people using all County Forest Units continues to increase. Activities such as hiking, dog walking, berry picking and horseback riding are growing and the demand for more trails is increasing.

### **Recreational GIS Mapping:**

1. Completed 22 ATV/Snowmobile grant maps for Marathon County.
2. Completed 3 new playground maps for resurfacing purposes for City Parks.
3. Completed a Nine Mile cross country lighted loop trail map.
4. Completed maps for parkland potential acquisitions near Brokaw.
5. Completed Sylvan Hill Park tubing hill snow depth map.
6. Created 2 new maps for the Eau Claire Dells and Marathon Park electrical upgrades.
7. Completed 12 different map edits for inclusion into the County Outdoor Recreation Plan.
8. Created 16 new plow maps for sidewalks/trails for Park Operation personnel to follow.
9. Created 4 new show shoe trail maps for Nine Mile Forest.
10. Created a Rivers Edge trail map.

### **Snowmobile Trails:**

1. Trails were open 39 days during the 2018-19 season. Looking back 27 years, the seasonal average has been 45 days.
2. Six local snowmobile clubs contract with Marathon County to groom, sign, brush and perform other work related to maintaining the trail system on County Forest property.
3. Clubs are responsible for signing the trails to DNR specifications.
4. The Parks, Recreation and Forestry Department annually update the snowmobile trail map for the Snowmobile Council to print. This year a new map was NOT printed. In the future, a new map will be printed each year.
5. Printed trail maps are made available at numerous locations throughout Marathon County.
6. Marathon County snowmobile clubs continue to receive financial assistance for trail maintenance from the Snowmobile and ATV Aids Programs through grants administered by the Parks, Recreation and Forestry Department and disbursed by the DNR.
7. The snow and trail conditions hotline is no longer used for reporting snow conditions or trail changes. This was due to the long process for updating the automated message and with constantly changing weather conditions updates are needed to occur quickly.
8. Current trail conditions are also updated by the Parks, Recreation and Forestry Department on the Marathon County website, on Facebook and the Travel Wisconsin website.
9. The Snowmobile Automated Reporting System (SNARS) became mandatory for all snowmobile clubs statewide with the 2017-2018 season. SNARS is a computer program that was developed to improve the accurate and timely reporting of County trail maintenance expenses and other data to the DNR.

**Burma Forest ATV/UTV Trails:**

1. Summer trails were maintained using \$3,374.16 of State ATV/UTV trail maintenance funds. More work will be completed this summer in the Burma Forest Unit than was done the past season.
2. The Mid-Wisconsin Trailblazers ATV Club, through a contract with Marathon County, was responsible for the routine maintenance of 11 miles of summer ATV/UTV trails.
3. Volunteers from the Mid-Wisconsin Trailblazers ATV Club continued their trail patrol to encourage safe and ethical riding. Patrol members talked to other riders about the importance of staying on the trail.

**Public Outreach/Professional Development:**

1. Forest Administrator served as a member of the Wisconsin County Forests Association Legislative/Certification, Personnel, DNR Budget, Dues and Bylaws and Roads Committees.
2. Attended several Society of American Foresters, Wisconsin County Forests Association and Forest Certification training sessions.
3. A Recreation intern participated in a forest management job shadow with the County Forester.
4. County Forester gave a presentation on forest management to members of the Wisconsin Woodland Owners Association at Nine Mile Forest.
5. County Forester gave a presentation to 26 - 4K and kindergarten students on tree identification at DC Everest middle school.
6. County Forest Administrator and County Forester attended Safety and County Awareness training sessions.
7. Forest Administrator attended County IDEAS training.
8. County Forester attended Forest Metrix training using I-Pads for use in field data collection.
9. County Forester was appointed to the Parks, Recreation and Forestry Department Culture Action planning team.
10. Analyzed plant samples for insect and disease problems.
11. Interviewed by media on forestry related issues.
12. Created interpretive displays to educate the public about the benefits of sustainable forest management.
13. Attended leadership development meetings for Marathon County managers.

**Budget Summaries** (available upon request)**Forest Resources:**

County Forest Program  
 County Forest Administrator  
 County Forest Road Aids  
 County Conservation Aids  
 FEMA Cattail Removal  
 Sustainable Forestry  
 Segregated Land  
 Wildlife Habitat  
 Forestry State Aid  
 Knowles-Nelson Stewardship

**Debt Redemption:**

General Debt - Aid to County Forest

**Recreation:**

Burma Trail ATV 19-20  
 Cross-Country Ski Trails  
 General Fund - Snowmobile Coordinator  
 Snowmobile Grant 19-20