

MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE AGENDA

Date & Time of Meeting: Thursday, February 7, 2019 at 3:00 p.m.

Meeting Location: 212 River Drive, Room 5 Wausau 54403

Committee Members: Jacob Langenhahn - Chair ; Randy Fifrick -Vice-chair; Rick Seefeldt, Allen Drabek, Ashley Lange, Jim Bove, Sara Guild, Allen Opall, Kelly King - 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)

- 1. Call meeting to order
- 2. Public Comment (15 minute limit)
- 3. Approval of January 3, 2019 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
 - 1. Public testimony on text amendment changes to Marathon County Code Chapter 15 Private Sewage System Ordinance (Dimond)
 - B. Review and Possible Action
 - 1. Pine Ridge Pointe Preliminary Plat Kolby Construction LLC Owner; Vreeland Surveyor Town of Easton (Fieri)
- 5. Educational Presentations/Outcome Monitoring Reports
 - A. Department Updates: Conservation, Planning, and Zoning, Parks, Recreation, and Forestry, and Solid Waste Department
 - 1. Solid Waste Environmental Repair Fund update
 - 2. CPZ update on Marathon County General Code of Ordinances Chapter 17 text amendments (Swangstu)
 - a. Town and Municipality responses to text amendment to Section 17.204.42(E) fence and wall requirements for public or self-storage facilities: staff recommendations
 - b. General text amendments: staff recommendations
 - B. Should Marathon County develop more restrictive standards for the application of manure during high risk times for farms licensed by the County?
 - 1. Options the county provides to reduce phosphorus runoff
 - 2. What is currently done to work with farmers when a runoff event occurs from winter spreading.
 - 3. List of the number of animals on each licensed dairy.
 - 4. Map of the county showing where each facility is located and where the farm drains.
 - 5. Counties with more restrictive requirements.
 - C. Wildlife Damage Program-2018 summary of claims
- 6. Policy Issues Discussion and Committee Determination to the County Board for its Consideration
 - A. North Central Wisconsin Stormwater Coalition Cooperative Agreement Renewal
 - B. Land Division Code proposed revisions
 - 1. Minimum Lot Size 2 acres
 - 2. Differentiating Access, Shared Driveways, Private Roads, Easements, Access Strips
 - C. Authorizing resolution for DNR Lake Grant Building Community Capacity: Water Resource Protection (2)
- 7. Next meeting date, time & location and 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 <u>i</u>	nfomarathon@mail.co.marathon.wi.us one business day before the meeting.
FAXED TO:	nfomarathon@mail.co.marathon.wi.us one business day before the meeting. SIGNED

Nev	ws Dept. at Daily Herald (715-848-9361), City Pages (715-848-5887),	Presiding Officer for Designee	
Mic	lwest Radio Group (715-848-3158), Marshfield News (877-943-0443),		
TPI	Printing (715 223-3505), CenterState Marketplace (715-446-2370)	NOTICE POSTED AT COURTHOUSE:	
Date:	January 31, 2019	Date:	
Γime:	10:15 a.m.	Time:	a.m. / p.m
3v·	cek	By: County Clerk	



Marathon County Environmental Resources Committee Minutes Thursday, January 3, 2019 212 River Drive, Wausau WI

Attendance:	<u>Member</u>	<u>Present</u>	Not present
Chair	Jacob Langenhahn	X (arrived at 3:	25 pm)
Vice-Chair	Randy Fifrick	X (arrived at 4:	20 pm)
	Rick Seefeldt	X	
	Jim Bove	X	
	Allen Drabek	X	
	Ashley Lange	X	
	Sara Guild		X
	Allen Opall	X	
	Marilyn Bhend		X
	Kelly King	X	

Also present: Rebecca Frisch, Paul Daigle, Chris Fieri, Jeff Pritchard, Dominique Swangstu, Cindy Kraeger – Conservation, Planning, and Zoning (CPZ); Kurt Gibbs – County Board Chair; Brian Kowalski, Peter Weinschenk.

- 1. <u>Call to order</u> in the absence of Chair Langenhahn and Vice Chair Fifrick, **Motion** / second King / Drabek to appoint Opall as Chair pro tempore. Motion **carried** by voice vote, no dissent. Called to order by Chair pro tempore at 3:00 p.m. at 212 River Drive Room 5, Wausau, WI.
- 2. Public Comment None.
- 3. Approval of December 6, 2018 Environmental Resources Committee minutes with clarifications.

Motion / second by King / Bove to approve of the December 6, 2018 Environmental Resources Committee minutes as distributed. Motion **carried** by voice vote, no dissent.

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

- A. Public Hearings, Review, Possible Actions, and Possible Recommendations to the County Board for its Consideration (County Zoning Changes
- B. Review and Possible Recommendation to the County Board for its Consideration (Town Zoning changes pursuant to §60.62(3) Wis. Stats.)
 - 1. Town of Wausau Text Amendments

<u>Discussion:</u> Swangstu presented that the Town of Wausau is independently zoned and submitted text amendment changes to amend Chapter 17 Zoning Ordinance, Article III Districts and Maps. The text amendments were approved at a joint meeting of the town board and planning commission on November 5, 2018. Although the town is independently zoned, County Board approval is still needed.

<u>Action:</u> **Motion** / second by Drabek / Seefeldt to recommend approval to County Board, of the Town of Wausau text amendments. Motion **carried** by voice vote, no dissent.

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

2. Town of Weston Zone Change

<u>Discussion:</u> Swangstu presented the Town of Weston is independently zoned and submitted a request to rezone property with a property address of 164017 Kersten Road, Weston. The zone change was approved at a joint meeting of the town board and planning commission on December 18, 2018. Although the town is independently zoned, County Board approval is still needed.

<u>Action:</u> **Motion /** second by Drabek / King to forward to County Board, of the Town of Weston request for 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. Certified Survey Map (CSM) Approval Town of Easton Change of subdivision plat boundary (Fieri)

<u>Discussion:</u> Fieri discussed the CSM subdivision plat located in the Town of Easton that is changing the exterior boundaries of a subdivision which requires committee action.

<u>Action:</u> **Motion /** second by Seefeldt /Drabek to approve the Town of Easton Certified Survey map. Motion **carried** by voice vote, no dissent.

Follow through: Final Certified Map to be submitted and signed by Committee Chair.

5. Educational Presentations/Outcome Monitoring Reports

A. Department Updates: Conservation, Planning, and Zoning, Parks, Recreation, and Forestry (PRF), and Solid Waste Department

Discussion: CPZ

Frisch informed the committee that Dominque Swangstu has been appointed to the Zoning Administrator position.

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Daigle shared a report on the progress within the Fenwood Watershed Project, with a staff grant from B.A. and Esther Greenheck Foundation, working with landowners to implement best management practices.

PRF - None.

Solid Waste Department - None.

Langenhahn arrives and resumes Chair position.

B. Planned updates to the Private Sewage System Ordinance Chapter 15 and need for public hearing in February 2019

<u>Discussion:</u> Daigle discussed minor changes in the Wisconsin State Law that will need to be updated in Marathon County Chapter 15 Private Sewage System Ordinance and a public hearing to be held in February.

Action: Committee agreed to hold a public hearing.

Follow through: Public hearing will be held on February 7, 2019 at 3pm Room 5.

C. Review of topics relating to revisions to Land Division Code, Chapter 18, for future policy discussion

<u>Discussion:</u> Frisch distributed the memo that was included in the packet. Fieri and Pritchard are leading the process of updating and enhancing the Marathon County Land Division and Surveying Ordinance, Chapter 18. Committee discussion related to the revisions to the code language is needed to better address several priority issues.

- > Subdivision Plat Review Process
- Certified Survey Map (CSM) Review
- > Minimum Lot Size
- Differentiating Access

Action: CPZ staff to continue to draft language and hold public hearing in the upcoming months.

Follow through: Committee to discuss priority issues at February 7, 2019 meeting.

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

A. Should Marathon County develop more restrictive standards for the application of manure during high risk times for farms licensed by the County?

Next Steps:

- 1. Policy position paper (background, current situation, opportunity for a new approach, proposed changes)
- 2. Seek guidance and authority form DNR and/or DATCP to exceed State Performance Standard
- 3. Engage community stakeholders

<u>Discussion:</u> Daigle discussed the next steps he is prepared to present to the committee in February to begin the policy question. He inquired if this is sufficient information, what might be missing, and what else might the committee for information to have this discussion. Committee discussed some possible needs and decided to reconsider if the policy discussion should be held at this point.

Action: **Motion /** second Fifrick / Bove to allow CPZ staff to develop more restrictive standards for the application of manure during high risk times for farms licensed by the County - next steps: Policy position paper (background, current situation, opportunity for a new approach, proposed changes; Seek guidance and authority form DNR and/or DATCP to exceed State Performance Standard; Engage community stakeholders. Langenhahn asked for roll call vote. Motion **failed** by roll call vote 4-4 as follows:

Aye: Opall, Fifrick, Lange, Bove

Nay: Seefeldt, Drabek, King, Langenhahn

Motion / second by King / Drabek for CPZ staff to provide more information for February in regards to licensed facilities. Committee requested staff to provide the following information:

- 1. What is currently done to work with farmers when a runoff event occurs from winter spreading.
- 2. Provide list of the number of animals on each licensed dairy.
- 3. Provide a map of the county showing where each facility is located and where the farm drains.
- 4. What are other counties doing that have more restrictive requirements.
- 5. What other options does the county have to reduce phosphorus runoff.

Motion carried by voice vote, no dissent.

Follow through: Daigle will provide information at the February meeting.

7. Next meeting date, time & location and Agenda items:

- A. Committee members are asked to bring ideas for future discussion.
 - Zoning text amendments: Fence requirements for public and self-storage facilities
 - Solid Waste Environmental Repair Fund Update

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- Environmental Impact Fund Funding for POWTS loan program
- B. Announcements/Requests/Correspondence
- 8. Adjourn Motion / second by King / Opall to adjourn at 4:55 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

PRELIMINARY PINE RIDGE POINTE

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 29 NORTH, RANGE 9 EAST, TOWN OF EASTON, MARATHON COUNTY, WISCONSIN.

> VREELAND ASSOCIATES, INC.
> 6103 DAWN STREET WESTON, WI. 54476
> PH (715) 241-0947 OR TOLL FREE (866) 693-3979
> FAX (715) 241-9826 tim@vreelandassociates.us OWNER: KOLBY CONSTRUCTION LLC

FILE #: M-589-18 MUSCHA DRAFTED AND DRAWN BY: TIMOTHY G. VREELAND

NORTH 1/4 CORNER

LOCATOR SITE COUNTY ROAD "N

 \times SCALE 1" = 100'

LEGEND GOVERNMENT CORNER LOCATION PER COUNTY SURVEY RECORDS

 \circ = 1 1/4" x 30" ROUND IRON BAR 4.173 POUNDS PER FOOT SET ● = 1.315" OUTSIDE DIAMETER IRON

PIPE FOUND IN PLACE

 ⊕ = 1" IRON ROD FOUND IN PLACE $\mathbb{O} = 1 \ 3/16$ " ROUND IRON BAR FOUND IN PLACE ∅ = 3/4" REBAR FOUND IN PLACE ALL OTHER LOT CORNERS MONUMENTED WITH

SURVEYORS CERTIFICATE

I, TIMOTHY G. VREELAND, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE DIRECTION OF KOLBY MUSCHA, I SURVEYED, MAPPED AND DIVIDED THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 29 NORTH, RANGE 9 EAST, TOWN OF EASTON, MARATHON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 33; THENCE N 0°45'51" W ALONG THE NORTH - SOUTH 1/4 LINE 41.29 FEET TO THE NORTH LINE OF COUNTY ROAD "N" AND TO THE POINT OF BEGINNING; THENCE CONTINUING N 0°45'41" W ALONG THE NORTH - SOUTH 1/4 LINE 356.30 FEET TO A POINT LYING 330 FEET MORE OR LESS FROM THE THREAD OF THE EAU CLAIRE RIVER AND THE BEGINNING OF A MEANDER LINE; THENCE N 29°22'06" E ALONG THE MEANDER LINE 389.62 FEET TO A POINT LYING 176 FEET MORE OR LESS FROM THE THREAD OF THE EAU CLAIRE RIVER; THENCE CONTINUING ALONG THE MEANDER LINE N 11°31'16" E 323.49 FEET TO A POINT LYING 157 FEET MORE OR LESS FROM THE THREAD OF THE EAU CLAIRE RIVER; THENCE CONTINUING ALONG THE MEANDER LINE N 9'18'05" W 261.03 FEET TO A POINT LYING 75 FEET MORE OR LESS FROM THE THREAD OF THE EAU CLAIRE RIVER AND THE END OF THE MEANDER LINE; THENCE S 88°28'36" E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 740.61 FEET; THENCE S 71°35'25" E 219.86 FEET; THENCE N 54°17'52" E 105.57 FEET; THENCE S 88°28'36" E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 27.38 FEET; THENCE S 60°54'43" E 34.54 FEET; THENCE S 0°42'09" E ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 22.20 FEET; THENCE S 54°17'52" W 129.35 FEET; THENCE S 48°25'51" E 143.20 FEET; THENCE S 0°42'09" E ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 871.74 FEET; THENCE N 88°24'59" W 180.26 FEET; THENCE S 0°46'46" E 198.79 FEET TO THE NORTH LINE OF COUNTY ROAD "N"; THENCE N 88'20'48" W ALONG THE NORTH LINE OF COUNTY ROAD "N" 478.15 FEET; THENCE N 1'39'12" E ALONG THE EAST LINE OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 8195, RECORDED IN VOLUME 31 OF SURVEYS ON PAGE 148 241.98 FEET; THENCE N 88'20'26" W ALONG THE NORTH LINE OF SAID LOT 1 180.16 FEET; THENCE S 1'39'12" W ALONG THE WEST LINE OF SAID LOT 1 242.00 FEET TO THE NORTH LINE OF COUNTY ROAD "N"; THENCE N 88°20'48" W ALONG THE NORTH LINE OF COUNTY ROAD "N" 478.75 FEET TO THE POINT OF BEGINNING. INCLUDING ALL LANDS LYING BETWEEN THE MEANDER LINE AND THE THREAD OF THE EAU CLAIRE RIVER. SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD AND USE.

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

SECTION 33-29-9 EAST 1/2" IRON PIPE FOUND	APPROVED FOR RECORDING UNDER THE TERMS OF THE MARATHON COUNTY LAND DIVISION REGULATIONS.	REGISTER OF DEEDS MARATHON COUNTY, WI	all other lot corners monumented with 3/4" x 24" REBAR 1.50 POUNDS PER FOOT SET < > = PREVIOUSLY RECORDED AS	THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION AND THE COUNTY PLAT MAP THEREOF MADE. THAT I HAVE FULLY COMPLIED WITH SECTION 236 OF THE WISCONSIN STATUTES IN SURVEYING, MAPPING AND DIVIDING THE LANDS AND THE LAND DIVISION ORDINANCE OF MARATHON COUNTY
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(S 88°20'48" E - \(\frac{\frac{1}{3}}{3}\) LOT COR	8°20'48" W 478.15' A78.15' A78	N 88°20'48" W	KNOWN TO BE THE PERSON WHO EXECUTED THE FORGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.
SOUTH 1/4 CORNER SECTION 33-29-9 EAS SMP SPIKE FOUND	FOR THE STATE OF T	FORM LOT CORNER COUNTY ROAD COUNTY ROAD	<u></u>	
				SOUTHEAST CORNER SECTION 33-29-9 EAST SMP SPIKE FOUND SOUTHEAST CORNER NOTARY PUBLIC, MARATHON COUNTY, WISCONSIN MY COMMISSION EXPIRES MY COMMISSION EXPIRES



Marathon County Solid Waste Department R18500 Hwy 29 Ringle, WI 54471

Director:
Operations Manager:
Business Office:
Scale Office
Solid Waste & Recycling Info Line

715-446-3101 X104 715-551-5864 715-446-3101 X100 715-446-3101 X103 877-270-3989 toll-free

MEMORANDUM

TO: ENVIRONMENTAL RESOURCES COMMITTEE

FROM: MELEESA JOHNSON

SUBJECT: STATUS OF SWD ENVIRONMENTAL REPAIR FUND

DATE: JANUARY 11, 2019

CC:

In 1992 the Solid Waste Management Board (SWMB), in collaboration with the Marathon County Board, established an Environmental Repair Fund (not to be confused with the County's Environmental Impact Fund). The funding source, a landfill disposal surcharge, was assessed from 1993 through 1999. The purpose of the fund was to provide supplemental funding to municipalities under order, either from DNR or EPA, to close and cleanup their disposal sites. Qualifying municipalities could request a percentage of the actual costs spent for complying with such orders. Qualifying municipalities had to be customers of the Marathon County Solid Waste Department. Since its inception, monies of the Environmental Repair Fund were disbursed to a number of qualifying municipalities.

With the close of the old municipal disposal locations, the SWMB is starting the process of shifting the focus of the remaining funding dollars. While the previous emphasis was specifically for DNR or EPA-required cleanups, the SWMB has been looking at a broader mission, including, but not limited to support funding for environmental education in county schools, college scholarships for those interested in environmentally-related degrees and environmental stewardship programming.

In that transition the SWMB established a task force and reviewed options for use of the money. As well, all Marathon County municipalities who may have used the Marathon County landfills and contributed to the fund were notified of the potential change to the purpose of the fund. And staff spent an enormous amount of time reviewing archives to make an assessment as to what municipalities actually contributed (used the landfill services). That archive search provided minimal specific information.

I conducted a legislative history review and discovered 59.70(2)(q), which specifically allows counties to establish such funds, was added to a budget bill and ultimately became law. Additionally, there is some evidence that the language was explicitly created on behalf of and for Marathon County (in response to the challenges of Holtz Krause); no other county landfills have established such a funds or assessed such a fee.

In order for the SWMB to move forward with dissolving the fund and changing how the funds will be used, statute needs to be changed. I am working with Sen. Petrowski's office to either add a proposal to the upcoming budget bill or introduce a stand-along bill. I am leaving that to the senator's discretion. As of the writing of this memo, there is no news on a timeline.



DATE: January 30, 2019

TO: Environmental Resource Committee (ERC)

FROM: Dominique Swangstu, Marathon County Zoning Administrator

SUBJECT: 2019 TEXT AMENDMENTS TO THE MARATHON COUNTY GENERAL CODE OF

ORDINANCES - CHAPTER 17

At the February 7th, 2019 ERC meeting the proposed text amendments to Chapter 17 of the Marathon County General Code of Ordinances will be reviewed and Conservation, Planning, and Zoning (CPZ) staff will document any comments/questions about the proposed amendments from the committee. A similar memo has been sent to county zoned towns to gather their input as well.

In addition, CPZ will be hosting an Open House on February 12, 2019 from 10:00am to 6:00pm for further input on the proposed revisions. This will enable staff to modify the draft the code language in preparation for the public hearing on March 7, 2019 ERC meeting and possible County Board action on March 26th, 2019.

To better assist in reviewing the proposed amendments, CPZ staff has put together a few documents for the ERC:

- Copies of the proposed ordinance language, drafts, and summary can be found by clicking the links below or by visiting the Marathon County Website: https://bit.ly/2T5gFMo
 - Summary of the text amendment revisions (overview of revisions): https://bit.ly/2CtHiKh
 - Draft showing changes (old language shown with proposed new language): https://bit.ly/2CqR6VE

Major revisions include but are not limited to:

- 1. Setback distance for Class C town roads reduced from 50 feet to 30 feet from the Right-of-Way.
- 2. Road setback standard of measurement clarified.
- 3. Remove the Fencing/Wall requirement for private/public storage facilities.
- 4. Change in the Buildable Area Calculation standards and language.
- 5. Addition of Conditional Use Permit standards for accessory structures exceeding dimensional limitations.
- 6. Include structures used for handicap access in the "Minor Structure" definition.

Minor revisions include but are not limited to:

- 1. Spelling and Grammatical errors
- 2. Corrections to tables and sections clarifying language to reflect the purpose and intent of a particular section/chapter.
- 3. Update "Land, Conservation, and Zoning Committee" and "LCZ" with "Environmental Resource Committee" and "ERC".

CPZ's goal is to have the ERC recommend approval based on CPZ staff recommendations and town input at their March 7th, 2019 meeting and forward to the Marathon County Board of Supervisors for action at their meeting on March 21st, 2019 meeting. This will allow changes to be reflected in preparation for the upcoming building season.

If you have any questions or concerns regarding these text amendments, please call me at 715-261-6000 or send us an email at CPZ@co.marathon.wi.us.

Amendment #	Title	Section (in proposed code)	Proposed Change	Reason for Change
1	Entire Document (Chapter 17)	Entire Document	Replace "Land, Conservation, and Zoning Committee" to "Environmental Resource Committee"	New committee
2	Entire Document (Chapter 17)	Entire Document	Spelling and Grammatical Errors	Correct errors to improve code
3	Entire Document (Chapter 17)	Entire Document	Replace "nonconforming" and "nonconformities" with "non-conforming" and non-conformities"	Consistency across the ordinance
4	Title 2: Districts and Uses	17.202.01 Standard Methods of Measurement	Replace existing road setback measurement standards to utilize the road Right-of-Way (ROW) and/or the road centerline, adopt the previous code language setback standards using the ROW and the centerline for consistency.	Proposed change will make road setbacks more practical, consistent with other county/municipal setback standards, and will be nearly identical to the standard of measurement prior to 2016.
5	Title 2: Districts and Uses	17.202.02 (Table 2) Schedule of Regulations	Update "Schedule of Regulations" <i>Table 2</i> with updated road Right-Of-Way setbacks and measurement standards.	Change will make road setbacks more practical and will be identical to the way of measuring prior to 2016.
6	Title 2: Districts and Uses	17.202.03 Footnotes to the Schedule of Regulations	Update "Footnotes to the Schedule of Regulations" with the new road Right-Of-Way setback requirements and measurement standards	Change will make road setbacks more practical and will be identical to the way of measuring prior to 2016.
7	Title 2: Districts and Uses	17.202.03(F) Footnotes to the Schedule of Regulations	Remove section 17.202.03(F)(e), the section is no longer necessary as the setback requirements will be updated. The non-conforming language is irrelevant	New road Right-Of-Way setback changes make this sub section unnecessary.
8	Title 2: Districts and Uses	17.202.04 Business Regional (B-R) District Building Design Standards	Change "NON RESIDENTIAL BUILDING DESIGN STANDARDS" to "BUSINESS REGIONAL (B-R) DISTRICT BUILDING DESIGN STANDARDS	Clarification of the section title to reflect the intent and purpose of the section, specifically intended for (B-R) districts
9	Title 2: Districts and Uses	17.202.04 Business Regional (B-R) District Building Design Standards	Remove "non-residential " from this section to reflect.	Residential structures are not permitted in Business Regional (B-R) District
10	Title 2: Districts and Uses	17.203.05 (Table 3) Table of Permitted Uses	Separate "Public Stables" and "Private Stables" into two different use sections, as well as change the Private Stable use to Permitted in the RE, FP, GA, and CV/RC zoning districts.	Consistency with permitted accessory structures housing animals in the allowed zoning districts.
11	Title 2: Districts and Uses	17.203.05 (Table 3) Table of Permitted Uses	Remove "Permitted - P" for the "Minor Occupation/Home Professional Business (in residential unit)" use in the CV/RC Zoning District from Table 3	Correction to Table 3 to reflect code standards and requirements, as residential structures are not permitted in the CV/RC zoning district.

12	Title 2: Districts and Uses	17.203.05 (Table 3) Table of Permitted Uses	Insert a use row for "Accessory buildings exceeding the dimensional standards of Table 6". Making all of these buildings and structures conditional uses for all zoning districts.	Constancy across ordinance and Act 67
13	Title 2: Districts and Uses	17.204.14(B)	Change the minimum building setbacks to property lines for Private Stables from 50 feet to 25 feet to be consistent with the other agriculture related accessory structures housing animals minimum setback (per Section 17.204.01(3)(b)). Also change the minimum setback to dwellings (excluding the property owners home) from 100 feet to 50 feet.	Change language to be more consistent with current 25 foot property line setback for accessory structures housing animals other than horses.
14	Title 2: Districts and Uses	17.204.23 Farm Consolidation (General Ag & Farmland Preservation)	Remove the conditional use option for farm consolidation specifically for the creation of a lot between 5-10 acres in General Agricultural and Farmland Preservation Zoning Districts.	Previous language and requirement was not appropriate for the land use change/discussion
15	Title 2: Districts and Uses	17.204.54 Nonmetallic Mining	Remove "waste dumps" from Non-Metallic Mining general requirements then correct formatting.	Unnecessary requirement
16	Title 2: Districts and Uses	17.204.42 Public or Self-Storage	Remove the "Fence and Wall" requirement for <i>Public or Self Storage</i> facilities identified as a Conditional Use.	Staff recommendation based on town/municipality input is to remove fencing and wall requirement.
17	Title 2: Districts and Uses	17.204.59 Recreational Vehicles (Private)	Reword the "Use" and "Storage" standards to be more clear, as well as remove "natural screening" to allow for artificial screening such as fences and walls when looking at the use and storage of a Recreational Vehicles.	Clarification
18	Title 3: Special Districts	17.301.02 (Table 4) Permitted Agricultural Uses in the Farmland Preservation District	Correct an error in Table 4 to include "Wireless Transmission Tower" as permitted per Table 3.	Correction to Table 3
19	Title 3: Special Districts	17.301.02 (Table 4) Permitted Agricultural Uses in the Farmland Preservation District	Correct an error in Table 4 to include "Small Energy Conversion Systems: Wind and Solar" permitted per table 3	Correction to Table 4
20	Title 3: Special Districts	17.301.02 (Table 4) Permitted Agricultural Uses in the Farmland Preservation District	Remove the Conditional Use option for Farm Consolidation between (5 to 10 acres) in Table 4.	Previous language and requirement was not appropriate for the land use change/discussion
21	Title 3: Special Districts	17.301.07(A) Conditional Residential Uses	Remove the Conditional Use option for Residential Uses when looking at farm consolidation in Farmland Preservation Zoning Districts.	Consistency across the ordinance

22	Title 4: General Provisions	17.401.02 Accessory Buildings	Correct the Section 17.401.02(E) Title	Ensuring the title is clear in stating a CUP can only be applied for to exceed the dimensional standards of Table 6, setback standards of Table 6
23	Title 4: General Provisions	17.401.02 Accessory Buildings	Insert three standards to be considered when reviewing a Conditional Use Permit to exceed the dimensional standards of a accessory structure seen in Table 6.	Act 67
24	Title 4: General Provisions	17.401.02 Accessory Buildings	Add the following clarification language to the existing sentence (underlined): Buildable area <u>maximum lot coverage</u> as used in Table 6 is the area of the lot remaining after allowing for the minimum required side, rear and front yard setback requirements <u>per the zoning district</u> .	Clarification when calculating buildable area percentages for accessory and principle structures.
25	Title 4: General Provisions	17.401.03(B) Decks and landings	Remove "Deck height. The surface of any attached deck that extends more than 10 feet from the face of the building to which it is attached shall not be higher than the first floor elevation of the principle structure."	Standard is unnecessary in Chapter 17 Ordinance and would be considered a building standard not a zoning requirement (UDC)
26	Title 4: General Provisions	Section 17.402.07 Wetland Boundary Policy	Insert "and/or Department of Natural Resources" in the language to include DNR delineations and approval. As well as replace "concurrence" with "confirmation".	To include DNR references in the ordinance to reflect past, current, and future zoning practices and permit approval processes.
27	Title 4: General Provisions	Section 17.403 Exterior Lighting Table 7	Reformat the table to be consistent with other tables within this ordinance.	Consistency with formatting
28	Title 7: Signs	17.702.01 (Table 13) Signs Allowed with a Permit	Correct the links for the Development Standards for each of the different sign "use(s)" to reflect the correct reference section.	Correction to Table 13
29	Title 7: Signs	17.702.03 On-Premise Ground Signs	Insert "A." to make the format of section 17.702.03 consistent with the rest of the ordinance.	Correction to format
30	Title 7: Signs	17.702.03 On-Premise Ground Signs	Remove the requirement to have a monunment base for ground mounted signs to be more consistant with the rest of the ordinance.	Clarification
31	Title 8: Administration	17.804.05(B)(11) Standards for Variance and Appeals	Replace "lower" with "less restrictive"	Clarification for interpretation

32	Title 8: Administration	17.806.15 Reconsideration	Edit current language to be more concise as well as to allow for the county/CPZ to apply for such reconsiderations under this section. Also clarify in the language that no reconsideration shall be reconsidered again.	Language will now allow for all reconsideration options as well as make the reconsideration standards clear and concise.
33	Title 9: Definitions	17.902 General Definitions	Lestablish a definition for "Rijildahle Area" as "The remaining area of a narcel to be designated for	Clarification on how to calculate Buildable Area for Maximum Lot Coverage to be more specific when looking at permitting accessory and principle structures.



Additional information requested by Environmental Resources Committee for Livestock Facilities Licensed Farms



Information requested:

Options to reduce phosphorus
Options provided to farmers when a complaint is received
Livestock licensed farm information
Counties with more restrictions in place



Options the county provides for phosphorus reduction-Need to step back for context

Phosphorus-what is it

1/30/2019 MARATHON

Conservation, Planning, & Zoning Department

- Essential nutrient for plant growth
 - Macro nutrient- One of the "big 3"- nitrogen & potassium
 - o Required for:
 - Reproduction in plants and animals
 - Energy transfer to build plant and animal tissue
- Soils contain large amounts of phosphorus
 - Majority is "fixed" or unavailable to plants
 - o <2% is in an available form
- Sources
 - Manure
 - Animals diet
 - Commercial fertilizer
 - Dane County: Phosphorus fertilizers not allowed for lawns
 - Detergents
 - No longer contain phosphates
- Limiting nutrient, in water it leads to excess plant growth





The regional impact of clean water

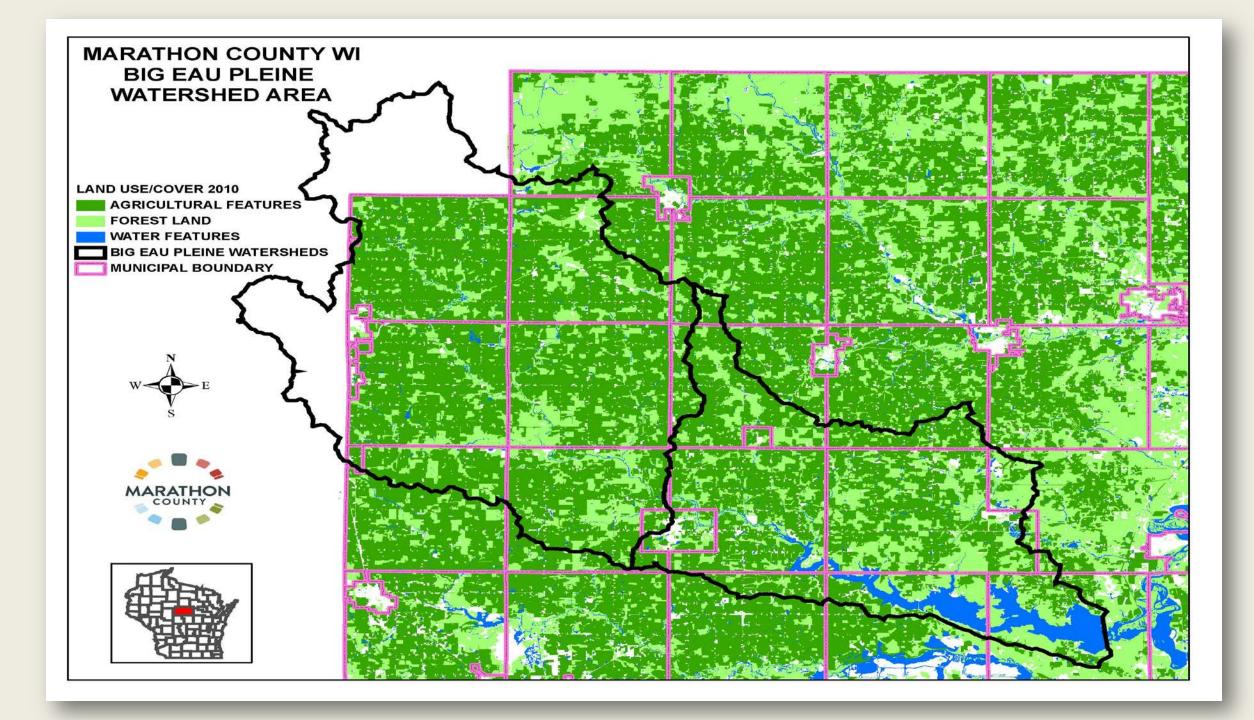


- Importance of the water
- Importance of the agricultural uses
- Many users with varying interests and values

















Spreading manure on frozen, saturated and snow cover ground





Sediment and nutrient runoff lead to poor water quality







Safeguarding our land and water resources



Sediment and nutrient reduction

- Goal of reducing or eliminating winter spreading in current Land and Water Resource Management plan
- Goal of reducing sediment and nutrient runoff in update to 10 year Land and Water Resource Management plan by the end of 2020
- Strategic Plan goal= 20% reduction in 5 years in Fenwood (Objective 5.2)

Past and on-going efforts



What does History of past efforts tell us?

Voluntary Conservation and Conservation compliance











Non-metallic mine reclamation





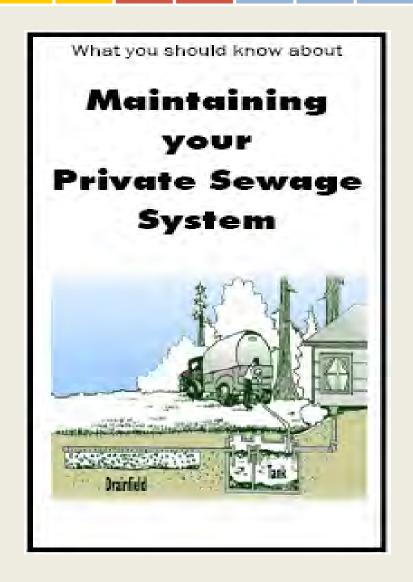






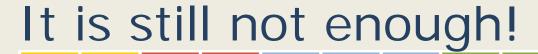
Sanitary systems













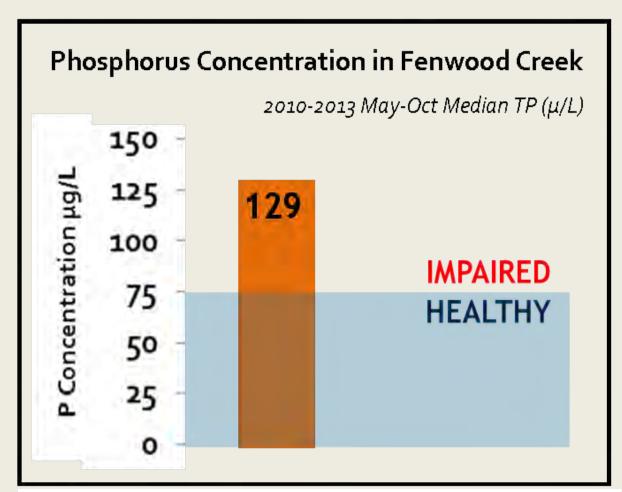


Figure 4 Phosphorus concentrations in Fenwood Creek



Solutions are known





Soil health Watershed health through the use of resilient farming systems

Changing to these practices will cut sediment and phosphorus runoff levels in half or more:















Change winter manure spreading practices



- New research shows winter spread manure increases Phosphorus runoff by 250%-360% (USDA-WI-ARS Vadas) versus low risk times of the year
 - Provide options, incentives and opportunities for farmers under 500 animal units to not spread during these times
 - Manure storage with agreements
 - New Incentive based options for the future?
 - Appropriate safeguards that regulate medium and large scale livestock operations



Steps to soil health and improved water quality



- Water quality monitoring
- Education
- Basic Nutrient management
- Financial and management incentives for superior performance
- Safeguard to reduce risks to the environmental
 - Livestock facility licensing
 - Animal Waste and Nutrient management ordinance

- What we still need:
 - o community engagement
 - High adoption rates of best management practices



An Opportunity For a New Approach

MARATHON
COUNTY
Conservation, Planning,

& Zoning Department

- 1.) All farmers utilizing basic conservation for all land
- 2.) **Provide incentives** for superior levels of management and performance
- 3.) Common safeguards (ordinances) to protect surface and ground water
- 3.) Engage the community stakeholders in the effort

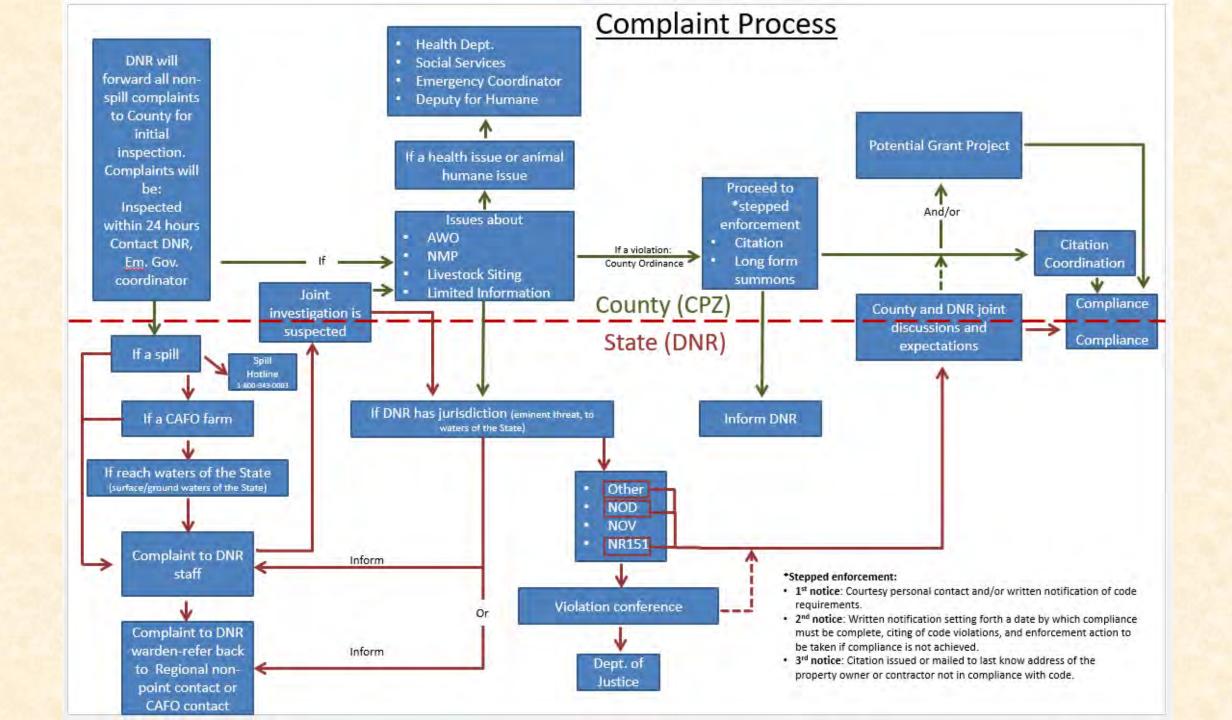




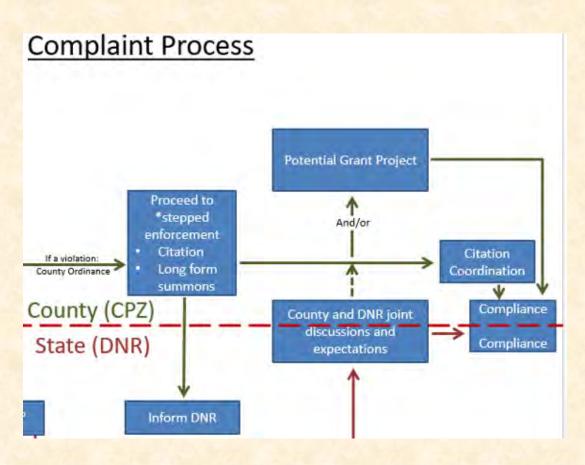
Now let's discuss:

What happens when a runoff event is reported to CPZ?

- 1. Investigate complaint (many times it is not), talk to people
- 2. Verify if there is a violation
- 3. If a there is a violation follow process
- 4. If there is a problem, but no violation, proceed work with farmer on options to reduce runoff



Complaint Process-Stepped Enforcement



*Stepped enforcement:

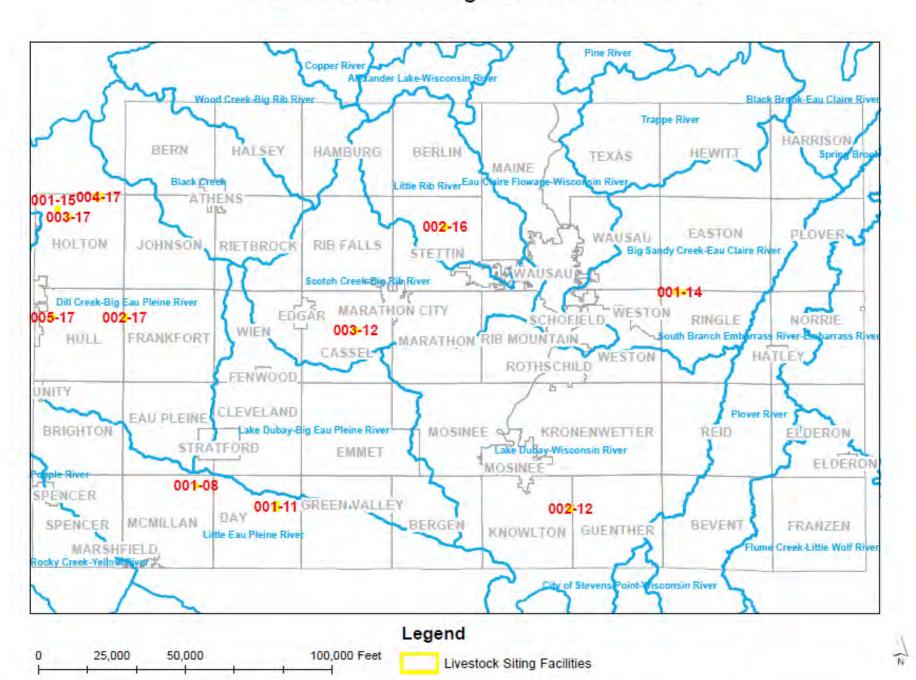
- 1st notice: Courtesy personal contact and/or written notification of code requirements.
- 2nd notice: Written notification setting forth a date by which compliance must be complete, citing of code violations, and enforcement action to be taken if compliance is not achieved.
- 3rd **notice**: Citation issued or mailed to last know address of the property owner or contractor not in compliance with code.
- Goal is Compliance.

Livestock Siting Farms Information

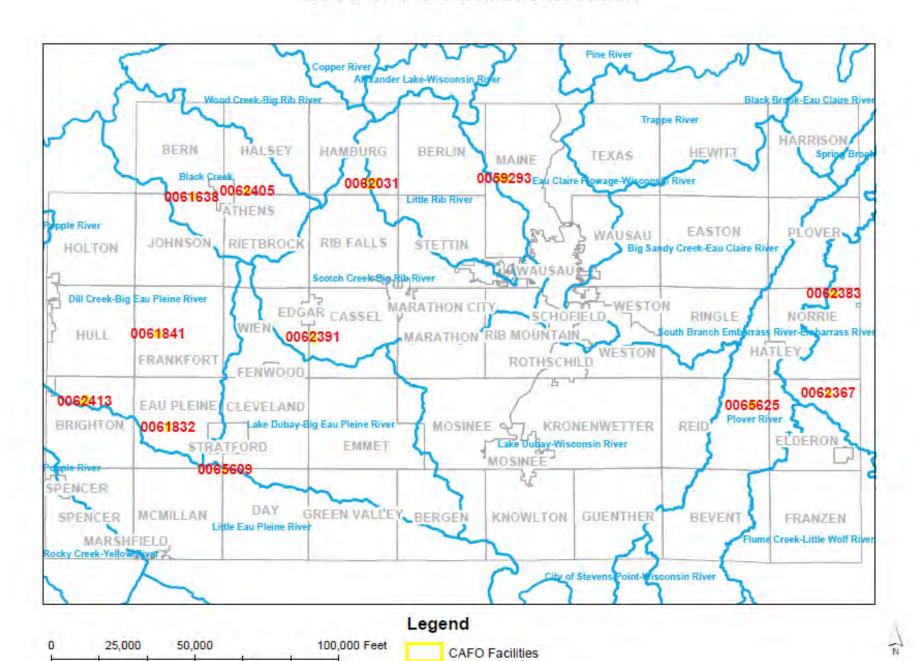
License	License	* Animal unit	# of cows	# of heifers	Animal	Days of manure
number	issue date	current			unit limit	storage available
001-08	2008-03-12	565	127	407	617.4	365
003-17	2017-07-07	681	449	209	756	211
004-17	2011-11-10	796	405	240	995	236
001-15	2015-05-06	899	642	0	938	170
005-17	2017-12-07	952	645	35	998	108
002-17	2015-12-28	817	447	183	993	180
003-12	2012-09-27	997	642	12	998	428
001-11	2011-06-21	640	345	125	814	400
001-14	2014-10-10	913	502	206	915	370
002-16	2016-06-21	622	325	185	980	240
002-12	2012-04-16	872	422	296	975	200

Note: *Animal unit current were the animal units in the Fall of 2018

2019 Livestock Siting Facilities Locations



2019 CAFO Facilities Location



Counties with more restrictive requirements

Kewaunee County

- Prohibits winter time (1/1 4/15) spreading of manure in designated areas twenty feet or less to bedrock (Ordinance 30: Public Health and Groundwater)
- All operators and farmers shall provide manure spreading plans for spring to spring crop seasons by April 15th.
- All operators and farmers shall provide actual manure spreading applications reports and provide a copy of manure sampling analysis per season with the report.

Trempealeau County

- Requires contracts or other proof that permitted operations have adequate land to spread manure.
- County can take direct measures to prevent or limit known pollution sources from continuing to pollute, through utilizing its own resources and employees or through contractors to take steps to stop pollution sources.
- Adopt reciprocal setback or conditional use permits to prevent residences from building too close to livestock operations.

Counties with more restrictive requirements

Green County

 Requires contracts or other proof that permitted operations have adequate land to spread manure.

Dane County

 Requires a winter spreading plan with more restrictions for liquid manure

Manitowoc County

 Strengthen enforcement options and penalties.

Brown County

 Winter spreading plan for all manure spread between December 1st and March 31st

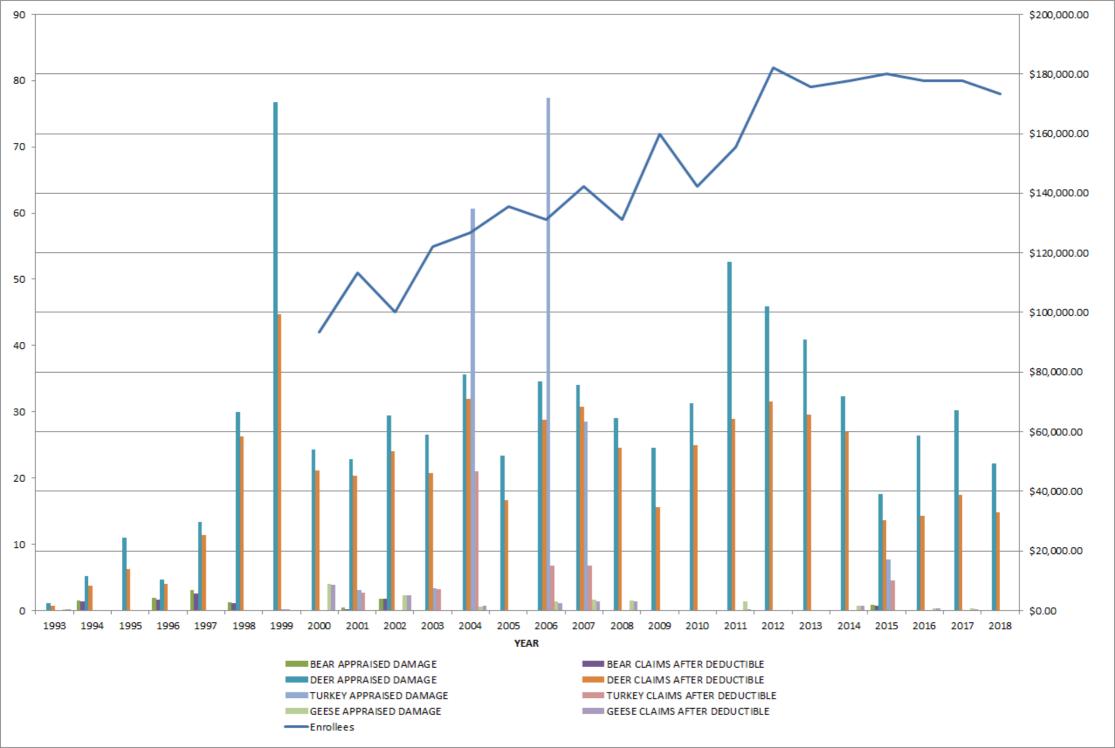
Manitowoc County

 Winter Spreading regulations based upon field slope



Questions?

NAME	# OF APPRAISALS	CROP	SPECIES	QUANTITY LOST	APPRAISED DAMAGE	CLAIMS AFTER DEDUCTIBLE	DMU	ACRES APPRAISED
Ryan Bushman	7	Potatoes	Deer	75 cwt	\$900.00		62A	
	4	Peas	Deer	2.25 T	\$518.65	\$1,253.65	62A	596.00
John Hoffman	1	Corn Grain	Deer	4440.40 bu	\$13,765.24		62A	
	1	Soybean	Deer	147.24 bu	\$1,136.69	\$10,000.00	62A	82.00
Patricia Hoffman	1	Corn Grain	Deer	4622.2 bu	\$14,328.82		62A	
	1	Soybean	Deer	45.34 bu	\$350.02	\$10,000.00	62A	82.00
Jeff Kamenick	3	Soybean	Deer	29.84 bu	\$230.37		33	
	2	Corn Grain	Deer	277.18	\$859.25	\$589.62	33	102.00
Tom Klug	11	Soybean	Deer	216.3 bu	\$1,108.52		33	
	1	Corn Grain	Deer	127 bu	\$393.70	\$1,357.22	33	147.00
Ron Lawson	2	Corn Grain	Deer	741.48 bu	\$2,298.59		57	
	1	Soybean	Deer	83.09 bu	\$641.45	\$2,440.04	57	75.00
Larry Schulist	2	Triticale	Deer	31.95 T	\$383.40		62B	
	2	Soybean	Deer	248.98 bu	\$2,215.90		62B	
	1	Potatoes (Org)	Deer	72 cwt	\$2,160.00	\$4,155.44	62B	76.00
Mark Suchon	1	Soybean	Deer	180.90 bu	\$1,396.55		62A	
	1	Corn Grain	Deer	579.15 bu	\$1,795.37	\$2,691.92	62A	81.00
Mike Tryba	9	Corn Grain	Deer	992.67 bu	\$3,077.29		62A	
	1	Soybean	Deer	221.04 bu.	\$1,706.43	\$4,283.72	62A	84.84
*= claim denied								
**= didn't meet de	eductible							
Total	52				\$49,266.24	\$32,974.35		1325.84
Total (Turkey)	0				\$0.00	\$0.00		
Total (Deer)	52				\$49,266.24	\$36,771.61		
Total (Geese)	0				\$0.00	\$0.00		
Total (Bear)	0				\$0.00	\$0.00		



STORMWATER MANAGEMENT COOPERATIVE AGREEMENT

This Agreement is entered into pursuant to Wis. Stat. § 66.0301 to specify those certain responsibilities of the parties hereto in the implementation of an intergovernmental stormwater management program during the term of this Agreement.

I. PARTIES

This Agreement is between the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, Wisconsin Rapids, the villages of Kronenwetter, Rothschild and Weston, the Town of Rib Mountain, and Marathon County, herein referred to as the North Central Wisconsin Stormwater Coalition.

Each party shall be responsible for assigning appropriate designees to participate as members of the North Central Wisconsin Stormwater Coalition on behalf of each party. Duties and responsibilities are set forth below.

II. TERM OF AGREEMENT

This Agreement shall commence on <u>February 1, 2019</u>, and continue through <u>January 31, 2024</u>. Any party may withdraw on thirty (30) days written notice to the coalition, subject only to the payment of any obligations due to the coalition under this Agreement.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to develop and implement a single information and outreach program for all participating members meeting the requirements of the Wisconsin Administrative Code to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs. The coalition will also be tasked with cooperating to adapt and revise operating procedures, and municipal ordinances to comply with the requirements of Wisconsin Pollutant Discharge Elimination System (WPDES) General Permits held by each of the parties and any changes made to pertinent Wisconsin Administrative Code and to review changes to legislation and policies regarding stormwater and provide recommendations and options to member communities as well as state or federal policy makers and officials.

The parties to this Agreement may seek to improve the quality of local stormwater management programs by mutually agreeing to contract for services that would evaluate institutional arrangements for long-term program delivery and develop marketing and/or educational materials about stormwater impacts. The general WPDES permit terms and conditions, as currently held by all participating parties, are incorporated by reference. Said permits are subject to change.

IV. PROGRAM SUMMARY

The activities required to complete this program include, but are not limited to the following.

- A. Review current research about stormwater impacts on waters of the state.
- B. Assess the public's current knowledge of the causes of stormwater pollution.
- C. Develop marketing/educational materials to encourage reduction of the causes of stormwater pollution.
- D. Provide information directly to the public to influence changes in the behavior and encourage best practices for stormwater management.
- E. Evaluate collaborative efforts and institutional arrangements which may be used to implement a long-term information and outreach program to meet the interests of the participating agencies.

- F. Work collaboratively to revise current ordinances to address the requirements of WPDES General Permits held by each of the participating parties.
 - G. Work collaboratively to develop new procedures and revise existing agency practices to comply with and address the requirements of WPDES General Permits held by each participating party.

V. SCOPE OF SERVICES

North Central Wisconsin Stormwater Coalition duties shall include the following:

- A. Research, evaluate and develop a public education and outreach program, which will meet the requirements of WPDES permits held by the participating parties.
- B. Develop procedures and modify ordinances as necessary to comply with the WPDES permit, and the Administrative Code and changes made to the code and permit requirements.
- C. Collect funds from members to implement the education and outreach plan developed by the coalition and distribute these funds as voted upon by the membership to target educational goals of the WPDES program. Funding levels required shall be determined by the coalition members based upon educational activities and research planned by the members.
- D. Marathon County shall act as administrative and fiscal agent for the coalition and may delegate all or part of the necessary duty to a partner agency or organization.
- Create and administer bylaws to govern its operation.

VI. INSURANCE

Each party to this Agreement shall maintain its own liability and worker's compensation insurance sufficient to insure against the risks arising from each party's responsibilities under this Agreement. Events and activities sponsored by the North Central Wisconsin Stormwater Coalition shall be considered as work time by the personnel of all participating parties and shall be construed to carry with it all worker's compensation and liability insurance coverage for any claims arising from acts or omissions of said personnel.

VII. MUTUAL INDEMNIFICATION

The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons ortheir property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and shall retain the right to investigate, compromise and/or defend same.

VIII. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

IX. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin.

X. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

XI. NON-ASSIGNMENT OF AGREEMENT

The participating parties agree that there shall be no assignment or transfer of this Agreement, nor any interests, rights or responsibilities herein contained, except as agreed in writing by all participating parties.

XII. MODIFICATIONS TO AGREEMENT

There shall be no modifications to this Agreement except by a two-thirds (2/3) vote of the membership.

XIII. INTEGRATION OF AGREEMENT

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral, and all negotiations as well as any previous agreements presently in effect between the participating parties relating to the subject matter of this Agreement. All parties hereto having read and understood the entirety of this Agreement consisting of three (3) typewritten pages hereby affix their duly authorized signatures.

XIV. APPROVAL

The parties have adopted resolutions approving this Stormwater Management Cooperative Agreement and are attached.

RESOLUTION 2018-15

APPROVING NORTH CENTRAL WISCONSIN STORMWATER COALITION COOPERATIVE AGREEMENT

WHEREAS, the Wisconsin Department of Natural Resources regulates municipal storm sewer systems discharging water to surface or groundwaters through the Wisconsin Pollutant Discharge Elimination System (WPDES) permit program, and *

WHEREAS, the goal of the WPDES Storm Water Program is to prevent the transportation of pollutants to Wisconsin's water resources via stormwater runoff, and

WHEREAS, the Village of Rothschild owns stormwater facilities that are required to be permitted under the Wisconsin Pollutant Discharge Elimination System (WPDES), and

WHEREAS, the Stormwater Management Cooperative Agreement is between Marathon County; the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, and Wisconsin Rapids; the villages of Kronenwetter, Rothschild and Weston: and the town of Rib Mountain, herein referred to as the North Central Wisconsin Stormwater Coalition, and

WHEREAS, the purpose of the Agreement, which is authorized pursuant to ss.66.0301, Wis. Stats., is to develop and implement a single information and outreach program meeting the requirement of the Wisconsin Administrative Code and to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs, and

WHEREAS, the coalition will cooperate to adapt and revise operating procedures and municipal ordinances to comply with the requirements of the WPDES General Permits held by each party to the agreement and any changes made to the Wisconsin Administrative Code; now therefore

BE IT RESOLVED, the Board of the Village of Rothschild hereby authorizes and executes a Stormwater Management Cooperative Agreement between Marathon County, the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau and Wisconsin Rapids; the villages of Kronenwetter, Rothschild, and Weston; and the Town of Rib Mountain.

ADOPTED on this 25th day of June, 2018.

SIGNED: () estale

George Peterson, Village President

ATTEST:\ /T.\$Q

Elizabeth Felkner, Village Clerk

RESOLUTION 18-14 TOWN OF RIB MOUNTAIN

North Central Wisconsin Stormwater Coalition Cooperative Agreement

WHEREAS, the Wisconsin Department of Natural Resources regulates municipal storm sewer systems discharging water to surface or groundwaters through the Wisconsin Pollutant Discharge Elimination System (WPDES) permit program, and

WHEREAS, the goal of the WPDES Storm Water Program is to prevent the transportation of pollutants to Wisconsin's water resources via stormwater runoff, and

WHEREAS, the Town of Rib Mountain owns stormwater facilities that are required to be permitted under the Wisconsin Pollutant Discharge Elimination System (WPDES), and

WHEREAS, the Stormwater Management Cooperative Agreement is between Marathon County; the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, and Wisconsin Rapids; the villages of Kronenwetter, Rothschild and Weston: and the town of Rib Mountain, herein referred to as the North Central Wisconsin Stormwater Coalition, and

WHEREAS, the purpose of the Agreement, which is authorized pursuant to ss.66.0301, Wis. Stats., is to develop and implement a single information and outreach program meeting the requirement of the Wisconsin Administrative Code and to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs, and

WHEREAS, the coalition will cooperate to adapt and revise operating procedures and municipal ordinances to comply with the requirements of the WPDES General Permits held by each party to the agreement and any changes made to the Wisconsin Administrative Code; now therefore

BE IT RESOLVED, the Board of the Town of Rib Mountain hereby authorizes and executes a Stormwater Management Cooperative Agreement between Marathon County, the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau and Wisconsin Rapids; the villages of Kronenwetter, Rothschild, and Weston; and the Town of Rib Mountain.

Resolved this 21st day of August 2018.

APPROVED:

Allen Opall, Chairman

ATTEST:

Michelle Peter, Clerk

STORMWATER MANAGEMENT COOPERATIVE AGREEMENT

This Agreement is entered into pursuant to Wis. Stat. § 66.0301 to specify those certain responsibilities of the parties hereto in the implementation of an intergovernmental stormwater management program during the term of this Agreement.

I. PARTIES

This Agreement is between the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, Wisconsin Rapids, the villages of Kronenwetter, Rothschild and Weston, the Town of Rib Mountain, and Marathon County, herein referred to as the North Central Wisconsin Stormwater Coalition.

Each party shall be responsible for assigning appropriate designees to participate as members of the North Central Wisconsin Stormwater Coalition on behalf of each party. Duties and responsibilities are set forth below.

II. TERM OF AGREEMENT

This Agreement shall commence on <u>February 1, 2019</u>, and continue through <u>January 31, 2024</u>. Any party may withdraw on thirty (30) days written notice to the coalition, subject only to the payment of any obligations due to the coalition under this Agreement.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to develop and implement a single information and outreach program for all participating members meeting the requirements of the Wisconsin Administrative Code to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs. The coalition will also be tasked with cooperating to adapt and revise operating procedures, and municipal ordinances to comply with the requirements of Wisconsin Pollutant Discharge Elimination System (WPDES) General Permits held by each of the parties and any changes made to pertinent Wisconsin Administrative Code and to review changes to legislation and policies regarding stormwater and provide recommendations and options to member communities as well as state or federal policy makers and officials.

The parties to this Agreement may seek to improve the quality of local stormwater management programs by mutually agreeing to contract for services that would evaluate institutional arrangements for long-term program delivery and develop marketing and/or educational materials about stormwater impacts. The general WPDES permit terms and conditions, as currently held by all participating parties, are incorporated by reference. Said permits are subject to change.

IV. PROGRAM SUMMARY

The activities required to complete this program include, but are not limited to the following.

- Review current research about stormwater impacts on waters of the state.
- Assess the public's current knowledge of the causes of stormwater pollution.
 - C. Develop marketing/educational materials to encourage reduction of the causes of stormwater pollution.
 - D. Provide information directly to the public to influence changes in the behavior and encourage best practices for stormwater management.
 - E. Evaluate collaborative efforts and institutional arrangements which may be used to implement a long-term information and outreach program to meet the interests of the participating agencies.

- F. Work collaboratively to revise current ordinances to address the requirements of WPDES General Permits held by each of the participating parties.
- G. Work collaboratively to develop new procedures and revise existing agency practices to comply with and address the requirements of WPDES General Permits held by each participating party.

V. SCOPE OF SERVICES

North Central Wisconsin Stormwater Coalition duties shall include the following:

- A. Research, evaluate and develop a public education and outreach program, which will meet the requirements of WPDES permits held by the participating parties.
- B. Develop procedures and modify ordinances as necessary to comply with the WPDES permit, and the Administrative Code and changes made to the code and permit requirements.
- C. Collect funds from members to implement the education and outreach plan developed by the coalition and distribute these funds as voted upon by the membership to target educational goals of the WPDES program. Funding levels required shall be determined by the coalition members based upon educational activities and research planned by the members.
- D. Marathon County shall act as administrative and fiscal agent for the coalition and may delegate all or part of the necessary duty to a partner agency or organization.
- E. Create and administer bylaws to govern its operation.

VI. <u>INSURANCE</u>

Each party to this Agreement shall maintain its own liability and worker's compensation insurance sufficient to insure against the risks arising from each party's responsibilities under this Agreement. Events and activities sponsored by the North Central Wisconsin Stormwater Coalition shall be considered as work time by the personnel of all participating parties and shall be construed to carry with it all worker's compensation and liability insurance coverage for any claims arising from acts or omissions of said personnel.

VII. MUTUAL INDEMNIFICATION

The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and shall retain the right to investigate, compromise and/or defend same.

VIII. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

IX. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin.

X. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

XI. NON-ASSIGNMENT OF AGREEMENT

The participating parties agree that there shall be no assignment or transfer of this Agreement, nor any interests, rights or responsibilities herein contained, except as agreed in writing by all participating parties.

XII. MODIFICATIONS TO AGREEMENT

There shall be no modifications to this Agreement except by a two-thirds (2/3) vote of the membership.

XIII. INTEGRATION OF AGREEMENT

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral, and all negotiations as well as any previous agreements presently in effect between the participating parties relating to the subject matter of this Agreement.

All parties hereto having read and understood the entirety of this Agreement consisting of three (3) typewritten pages hereby affix their duly authorized signatures.

XIV. APPROVAL

The undersigned have adopted resolutions approving this Stormwater Management Cooperative Agreement:

DRAFT document.
No signatures yet.

RESOLUTION 2018-10

APPROVING NORTH CENTRAL WISCONSIN STORMWATER COALITION COOPERATIVE AGREEMENT

WHEREAS, the Wisconsin Department of Natural Resources regulates municipal storm sewer systems discharging water to surface or groundwaters through the Wisconsin Pollutant Discharge Elimination System (WPDES) permit program, and

WHEREAS, the goal of the WPDES Storm Water Program is to prevent the transportation of pollutants to Wisconsin's water resources via stormwater runoff, and

WHEREAS, the City of Schofield owns stormwater facilities that are required to be permitted under the Wisconsin Pollutant Discharge Elimination System (WPDES), and

WHEREAS, the Stormwater Management Cooperative Agreement is between Marathon County; the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, and Wisconsin Rapids; the villages of Kronenwetter, Rothschild and Weston: and the town of Rib Mountain, herein referred to as the North Central Wisconsin Stormwater Coalition, and

WHEREAS, the purpose of the Agreement, which is authorized pursuant to ss.66.0301, Wis. Stats., is to develop and implement a single information and outreach program meeting the requirement of the Wisconsin Administrative Code and to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs, and

WHEREAS, the coalition will cooperate to adapt and revise operating procedures and municipal ordinances to comply with the requirements of the WPDES General Permits held by each party to the agreement and any changes made to the Wisconsin Administrative Code; now therefore

BE IT RESOLVED, the Board/Council of the City of Schofield hereby authorizes and executes a Stormwater Management Cooperative Agreement between Marathon County, the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau and Wisconsin Rapids; the villages of Kronenwetter, Rothschild, and Weston; and the Town of Rib Mountain.

Resolved this 14th day of August, 2018

Kregg Hoenn Mayor

Lisa Qulnn – Clerk/Treasurer

RESOLUTION NO. 2582

APPROVING NORTH CENTRAL WISCONSIN STORMWATER COALITION COOPERATIVE AGREEMENT

WHEREAS, the Wisconsin Department of Natural Resources regulates municipal storm sewer systems discharging water to surface or groundwaters through the Wisconsin Pollutant Discharge Elimination System (WPDES) permit program, and

WHEREAS, the goal of the WPDES Storm Water Program is to prevent the transportation of pollutants to Wisconsin's water resources via stormwater runoff, and

WHEREAS, the City of Merrill owns stormwater facilities that are required to be permitted under the Wisconsin Pollutant Discharge Elimination System (WPDES), and

WHEREAS, the Stormwater Management Cooperative Agreement is between Marathon County; the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, and Wisconsin Rapids; the villages of Kronenwetter, Rothschild and Weston: and the town of Rib Mountain, herein referred to as the North Central Wisconsin Stormwater Coalition, and

WHEREAS, the purpose of the Agreement, which is authorized pursuant to ss.66.0301, Wis. Stats., is to develop and implement a single information and outreach program meeting the requirement of the Wisconsin Administrative Code and to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs, and

WHEREAS, the coalition will cooperate to adapt and revise operating procedures and municipal ordinances to comply with the requirements of the WPDES General Permits held by each party to the agreement and any changes made to the Wisconsin Administrative Code; now therefore

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MERRILL, WISCONSIN this 11th day of September, 2018, hereby authorizes and executes a Stormwater Management Cooperative Agreement between Marathon County, the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau and Wisconsin Rapids; the villages of Kronenwetter, Rothschild, and Weston; and the Town of Rib Mountain.

Recommended by: Board of Public Works

Moved: Alderman Norton

September 11, 2018 Passed:

CITY OF MERRILL, WISCONSIN

Derek Woellner Mayor

William N. Heideman

City Clerk

RESOLUTION NO. 2018-46

APPROVING NORTH CENTRAL WISCONSIN STORMWATER COALITION COOPERATIVE AGREEMENT

WHEREAS, the Wisconsin Department of Natural Resources regulates municipal storm sewer systems discharging water to surface or groundwaters through the Wisconsin Pollutant Discharge Elimination System (WPDES) permit program, and

WHEREAS, the goal of the WPDES Storm Water Program is to prevent the transportation of pollutants to Wisconsin's water resources via stormwater runoff, and

WHEREAS, the City of Marshfield owns stormwater facilities that are required to be permitted under the Wisconsin Pollutant Discharge Elimination System (WPDES), and

WHEREAS, the Stormwater Management Cooperative Agreement is between Marathon County; the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, and Wisconsin Rapids; the villages of Kronenwetter, Rothschild and Weston: and the town of Rib Mountain, herein referred to as the North Central Wisconsin Stormwater Coalition, and

WHEREAS, the purpose of the Agreement, which is authorized pursuant to ss.66.0301, Wis. Stats., is to develop and implement a single information and outreach program meeting the requirement of the Wisconsin Administrative Code and to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs, and

WHEREAS, the coalition will cooperate to adapt and revise operating procedures and municipal ordinances to comply with the requirements of the WPDES General Permits held by each party to the agreement and any changes made to the Wisconsin Administrative Code; now therefore

BE IT RESOLVED, the Common Council of the City of Marshfield hereby authorizes and executes a Stormwater Management Cooperative Agreement between Marathon County, the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau and Wisconsin Rapids; the villages of Kronenwetter, Rothschild, and Weston; and the Town of Rib Mountain.

ADOPTED /	7-14-18	
		Bob McManus, Mayor
APPROVED &	14-18	Qub m. Hall
		Deb M. Hall, City Clerk
PUBLISHED		

VILLAGE OF WESTON, WISCONSIN RESOLUTION NO. 2018-041

A RESOLUTION, approving the North Central Wisconsin Stormwater Coalition Cooperative

Agreement;

WHEREAS, the Wisconsin Department of Natural Resources regulates municipal storm

sewer systems discharging water to surface or groundwaters through the Wisconsin Pollutant Discharge Elimination System (WPDES) permit

program; and

WHEREAS, the goal of the WPDES Storm Water Program is to prevent the transportation

of pollutants to Wisconsin's water resources via stormwater runoff; and

WHEREAS, the Village of Weston owns stormwater facilities that are required to be

permitted under the Wisconsin Pollutant Discharge Elimination System

(WPDES); and

WHEREAS, the Stormwater Management Cooperative Agreement is between Marathon

County; the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield,

Stevens Point, Wausau and Wisconsin Rapids; the villages of Kronenwetter, Rothschild and Weston; and the town of Rib Mountain, herein referred to as

the North Central Wisconsin Stormwater Coalition; and

WHEREAS, the purpose of the Agreement, which is authorized pursuant to ss. 66.0301,

Wis. Stats., is to develop and implement a single information and outreach program meeting the requirement of the Wisconsin Administrative Code and to increase awareness of stormwater impacts on waters of the state while

avoiding duplication of efforts and saving costs; and

WHEREAS, the coalition will cooperate to adapt and revise operating procedures and

municipal ordinances to comply with the requirements of the WPDES

General Permits held by each party to the agreement and any changes made

to the Wisconsin Administrative Code; now therefore

BE IT RESOLVED by the Board of Trustees of the Village of Weston hereby authorizes and executes a Stormwater Management Cooperative Agreement between Marathon County, the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau and Wisconsin Rapids; the villages of Kronenwetter, Rothschild and Weston; and the Town of Rib Mountain.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WESTON, at a regular meeting thereof, this 20 day of the month of August, 2018.

VILLAGE OF WESTON, a Municipal Corporation of the State of Wisconsin.

By:

BARBARA ERMELING, President

ATTEST:

By:

SHERRY WEINKAUF, Clerk

FILED:

By: M

SHERRY WEINKAUF, Clerk

STORMWATER MANAGEMENT COOPERATIVE AGREEMENT

This Agreement is entered into pursuant to Wis. Stat. § 66.0301 to specify those certain responsibilities of the parties hereto in the implementation of an intergovernmental stormwater management program during the term of this Agreement.

I. PARTIES

This Agreement is between the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, Wisconsin Rapids, the villages of Kronenwetter, Rothschild and Weston, the Town of Rib Mountain, and Marathon County, herein referred to as the North Central Wisconsin Stormwater Coalition.

Each party shall be responsible for assigning appropriate designees to participate as members of the North Central Wisconsin Stormwater Coalition on behalf of each party. Duties and responsibilities are set forth below.

II. TERM OF AGREEMENT

This Agreement shall commence on <u>February 1, 2019</u>, and continue through <u>January 31, 2024</u>. Any party may withdraw on thirty (30) days written notice to the coalition, subject only to the payment of any obligations due to the coalition under this Agreement.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to develop and implement a single information and outreach program for all participating members meeting the requirements of the Wisconsin Administrative Code to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs. The coalition will also be tasked with cooperating to adapt and revise operating procedures, and municipal ordinances to comply with the requirements of Wisconsin Pollutant Discharge Elimination System (WPDES) General Permits held by each of the parties and any changes made to pertinent Wisconsin Administrative Code and to review changes to legislation and policies regarding stormwater and provide recommendations and options to member communities as well as state or federal policy makers and officials.

The parties to this Agreement may seek to improve the quality of local stormwater management programs by mutually agreeing to contract for services that would evaluate institutional arrangements for long-term program delivery and develop marketing and/or educational materials about stormwater impacts. The general WPDES permit terms and conditions, as currently held by all participating parties, are incorporated by reference. Said permits are subject to change.

IV. PROGRAM SUMMARY

The activities required to complete this program include, but are not limited to the following.

- Review current research about stormwater impacts on waters of the state.
- Assess the public's current knowledge of the causes of stormwater pollution.
 - C. Develop marketing/educational materials to encourage reduction of the causes of stormwater pollution.
 - D. Provide information directly to the public to influence changes in the behavior and encourage best practices for stormwater management.
 - E. Evaluate collaborative efforts and institutional arrangements which may be used to implement a long-term information and outreach program to meet the interests of the participating agencies.

The City of Baraboo, Wisconsin

Background: The City of Baraboo is one of approximately 220 communities in the State of Wisconsin required to have a Municipal Separate Storm Sewer System (MS4) permit from the Wisconsin Department of Natural Resources. That permit specifies that public education and outreach programs be developed to encourage residents and businesses to modify their behaviors and procedures to reduce stormwater pollution. In 2014, the City approved original Cooperative Agreement with the North Central Wisconsin Stormwater Coalition (We joined this group in 2013). The NCWSC's mission is to develop and implement a single information and outreach program to meet the MS4 permit requirements.

All 13 communities have been asked to renew the attached cooperative agreement.

Fiscal Note: (check one) [x] Not Required [] Budgeted Expenditure [] Not Budgeted Comments

APPROVING NORTH CENTRAL WISCONSIN STORMWATER COALITION COOPERATIVE AGREEMENT

WHEREAS, the Wisconsin Department of Natural Resources regulates municipal storm sewer systems discharging water to surface or groundwaters through the Wisconsin Pollutant Discharge Elimination System (WPDES) permit program, and

WHEREAS, the goal of the WPDES Storm Water Program is to prevent the transportation of pollutants to Wisconsin's water resources via stormwater runoff, and

WHEREAS, the City of Baraboo owns stormwater facilities that are required to be permitted under the Wisconsin Pollutant Discharge Elimination System (WPDES), and

WHEREAS, the Stormwater Management Cooperative Agreement is between Marathon County; the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, and Wisconsin Rapids; the villages of Kronenwetter, Rothschild and Weston: and the town of Rib Mountain, herein referred to as the North Central Wisconsin Stormwater Coalition, and

WHEREAS, the purpose of the Agreement, which is authorized pursuant to ss.66.0301, Wis. Stats., is to develop and implement a single information and outreach program meeting the requirement of the Wisconsin Administrative Code and to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs, and

WHEREAS, the coalition will cooperate to adapt and revise operating procedures and municipal ordinances to comply with the requirements of the WPDES General Permits held by each party to the agreement and any changes made to the Wisconsin Administrative Code; now therefore

BE IT RESOLVED, the Common Council of the City of Baraboo hereby authorizes the Mayor and City Clerk to execute the attached Stormwater Management Cooperative Agreement between Marathon County, the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau and Wisconsin Rapids; the villages of Kronenwetter, Rothschild, and Weston; and the Town of Rib Mountain.

Offered by: Public Safety

Motion: Wedekind Second: Kolb Approved:

Attest

S:\Council\Resolutions\12-11-18 NCWSC Cooperative Agreement Resolution.docx

STORMWATER MANAGEMENT COOPERATIVE AGREEMENT

This Agreement is entered into pursuant to Wis. Stat. § 66.0301 to specify those certain responsibilities of the parties hereto in the implementation of an intergovernmental stormwater management program during the term of this Agreement.

I. PARTIES

This Agreement is between the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, Wisconsin Rapids, the villages of Kronenwetter, Rothschild and Weston, the Town of Rib Mountain, and Marathon County, herein referred to as the North Central Wisconsin Stormwater Coalition.

Each party shall be responsible for assigning appropriate designees to participate as members of the North Central Wisconsin Stormwater Coalition on behalf of each party. Duties and responsibilities are set forth below.

II. TERM OF AGREEMENT

This Agreement shall commence on <u>February 1, 2019</u>, and continue through <u>January 31, 2024</u>. Any party may withdraw on thirty (30) days written notice to the coalition, subject only to the payment of any obligations due to the coalition under this Agreement.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to develop and implement a single information and outreach program for all participating members meeting the requirements of the Wisconsin Administrative Code to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs. The coalition will also be tasked with cooperating to adapt and revise operating procedures, and municipal ordinances to comply with the requirements of Wisconsin Pollutant Discharge Elimination System (WPDES) General Permits held by each of the parties and any changes made to pertinent Wisconsin Administrative Code and to review changes to legislation and policies regarding stormwater and provide recommendations and options to member communities as well as state or federal policy makers and officials.

The parties to this Agreement may seek to improve the quality of local stormwater management programs by mutually agreeing to contract for services that would evaluate institutional arrangements for long-term program delivery and develop marketing and/or educational materials about stormwater impacts. The general WPDES permit terms and conditions, as currently held by all participating parties, are incorporated by reference. Said permits are subject to change.

IV. PROGRAM SUMMARY

The activities required to complete this program include, but are not limited to the following.

- Review current research about stormwater impacts on waters of the state.
- B. Assess the public's current knowledge of the causes of stormwater pollution.
 - C. Develop marketing/educational materials to encourage reduction of the causes of stormwater pollution.
 - D. Provide information directly to the public to influence changes in the behavior and encourage best practices for stormwater management.
 - E. Evaluate collaborative efforts and institutional arrangements which may be used to implement a long-term information and outreach program to meet the interests of the participating agencies.

- F. Work collaboratively to revise current ordinances to address the requirements of WPDES General Permits held by each of the participating parties.
- G. Work collaboratively to develop new procedures and revise existing agency practices to comply with and address the requirements of WPDES General Permits held by each participating party.

V. SCOPE OF SERVICES

North Central Wisconsin Stormwater Coalition duties shall include the following:

- A. Research, evaluate and develop a public education and outreach program, which will meet the requirements of WPDES permits held by the participating parties.
- B. Develop procedures and modify ordinances as necessary to comply with the WPDES permit, and the Administrative Code and changes made to the code and permit requirements.
- C. Collect funds from members to implement the education and outreach plan developed by the coalition and distribute these funds as voted upon by the membership to target educational goals of the WPDES program. Funding levels required shall be determined by the coalition members based upon educational activities and research planned by the members.
- D. Marathon County shall act as administrative and fiscal agent for the coalition and may delegate all or part of the necessary duty to a partner agency or organization.
- E. Create and administer bylaws to govern its operation.

VI. INSURANCE

Each party to this Agreement shall maintain its own liability and worker's compensation insurance sufficient to insure against the risks arising from each party's responsibilities under this Agreement. Events and activities sponsored by the North Central Wisconsin Stormwater Coalition shall be considered as work time by the personnel of all participating parties and shall be construed to carry with it all worker's compensation and liability insurance coverage for any claims arising from acts or omissions of said personnel.

VII. MUTUAL INDEMNIFICATION

The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and shall retain the right to investigate, compromise and/or defend same.

VIII. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

IX. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin.

X. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

XI. NON-ASSIGNMENT OF AGREEMENT

The participating parties agree that there shall be no assignment or transfer of this Agreement, nor any interests, rights or responsibilities herein contained, except as agreed in writing by all participating parties.

XII. MODIFICATIONS TO AGREEMENT

There shall be no modifications to this Agreement except by a two-thirds (2/3) vote of the membership.

XIII. INTEGRATION OF AGREEMENT

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral, and all negotiations as well as any previous agreements presently in effect between the participating parties relating to the subject matter of this Agreement.

All parties hereto having read and understood the entirety of this Agreement consisting of three (3) typewritten pages hereby affix their duly authorized signatures.

XIV. APPROVAL

The undersigned have adopted resolutions approving this Stormwater Management Cooperative Agreement:

RESOLUTION 37

APPROVING NORTH CENTRAL WISCONSIN STORMWATER COALITION COOPERATIVE AGREEMENT

WHEREAS, the Wisconsin Department of Natural Resources regulates municipal storm sewer systems discharging water to surface or groundwaters through the Wisconsin Pollutant Discharge Elimination System (WPDES) permit program, and

WHEREAS, the goal of the WPDES Storm Water Program is to prevent the transportation of pollutants to Wisconsin's water resources via stormwater runoff, and

WHEREAS, the **City of Wisconsin Rapids** owns stormwater facilities that are required to be permitted under the Wisconsin Pollutant Discharge Elimination System (WPDES), and

WHEREAS, the Stormwater Management Cooperative Agreement is between Marathon County; the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, and Wisconsin Rapids; the villages of Kronenwetter, Rothschild and Weston: and the town of Rib Mountain, herein referred to as the North Central Wisconsin Stormwater Coalition, and

WHEREAS, the purpose of the Agreement, which is authorized pursuant to ss.66.0301, Wis. Stats., is to develop and implement a single information and outreach program meeting the requirement of the Wisconsin Administrative Code and to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs, and

WHEREAS, the coalition will cooperate to adapt and revise operating procedures and municipal ordinances to comply with the requirements of the WPDES General Permits held by each party to the agreement and any changes made to the Wisconsin Administrative Code; now therefore

BE IT RESOLVED, the Council of the **City of Wisconsin Rapids** hereby authorizes and executes a Stormwater Management Cooperative Agreement between Marathon County, the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau and Wisconsin Rapids; the villages of Kronenwetter, Rothschild, and Weston; and the Town of Rib Mountain.

Approved this 20th day of November, 2018

Zachary J. Vruwink, Mayor

Sue Bravick, Deputy City Clerk

Date: 12/18/18

RESOLUTION NO. 2018 - 010

VILLAGE OF KRONENEWETTER, MARATHON COUNTY, WISCONSIN RESOLUTION IN SUPPORT OF APPROVING NORTH CENTRAL WISCONSIN STORMWATER COALITION COOPERATIVE AGREEMENT

WHEREAS, the Wisconsin Department of Natural Resources regulates municipal storm sewer systems discharging water to surface or groundwaters through the Wisconsin Pollutant Discharge Elimination System (WPDES) permit program, and

WHEREAS, the goal of the WPDES Storm Water Program is to prevent the transportation of pollutants to Wisconsin's water resources via stormwater runoff, and

WHEREAS, the Village of Kronenwetter owns stormwater facilities that are required to be permitted under the Wisconsin Pollutant Discharge Elimination System (WPDES), and

WHEREAS, the Stormwater Management Cooperative Agreement is between Marathon County; the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, and Wisconsin Rapids; the villages of Kronenwetter, Rothschild and Weston: and the town of Rib Mountain, herein referred to as the North Central Wisconsin Stormwater Coalition, and

WHEREAS, the purpose of the Agreement, which is authorized pursuant to ss.66.0301, Wis. Stats., is to develop and implement a single information and outreach program meeting the requirement of the Wisconsin Administrative Code and to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs, and

WHEREAS, the coalition will cooperate to adapt and revise operating procedures and municipal ordinances to comply with the requirements of the WPDES General Permits held by each party to the agreement and any changes made to the Wisconsin Administrative Code; now therefore

BE IT RESOLVED, the Board of the Village of Kronenwetter hereby authorizes and executes a Stormwater Management Cooperative Agreement between Marathon County, the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau and Wisconsin Rapids; the villages of Kronenwetter, Rothschild, and Weston; and the Town of Rib Mountain.

VILLAGE OF KRONENWETTER

Chris Voll, Village President

ATTEST

Cindra Falkowski, Village Clerk

STORMWATER MANAGEMENT COOPERATIVE AGREEMENT

This Agreement is entered into pursuant to Wis. Stat. § 66.0301 to specify those certain responsibilities of the parties hereto in the implementation of an intergovernmental stormwater management program during the term of this Agreement.

I. PARTIES

This Agreement is between the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, Wisconsin Rapids, the villages of Kronenwetter, Rothschild and Weston, the Town of Rib Mountain, and Marathon County, herein referred to as the North Central Wisconsin Stormwater Coalition.

Each party shall be responsible for assigning appropriate designees to participate as members of the North Central Wisconsin Stormwater Coalition on behalf of each party. Duties and responsibilities are set forth below.

II. TERM OF AGREEMENT

This Agreement shall commence on February 1, 2019, and continue through January 31, 2024. Any party may withdraw on thirty (30) days written notice to the coalition, subject only to the payment of any obligations due to the coalition under this Agreement.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to develop and implement a single information and outreach program for all participating members meeting the requirements of the Wisconsin Administrative Code to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs. The coalition will also be tasked with cooperating to adapt and revise operating procedures, and municipal ordinances to comply with the requirements of Wisconsin Pollutant Discharge Elimination System (WPDES) General Permits held by each of the parties and any changes made to pertinent Wisconsin Administrative Code and to review changes to legislation and policies regarding stormwater and provide recommendations and options to member communities as well as state or federal policy makers and officials.

The parties to this Agreement may seek to improve the quality of local stormwater management programs by mutually agreeing to contract for services that would evaluate institutional arrangements for long-term program delivery and develop marketing and/or educational materials about stormwater impacts. The general WPDES permit terms and conditions, as currently held by all participating parties, are incorporated by reference. Said permits are subject to change.

IV. PROGRAM SUMMARY

The activities required to complete this program include, but are not limited to the following.

- Review current research about stormwater impacts on waters of the state.
- Assess the public's current knowledge of the causes of stormwater pollution.
 - C. Develop marketing/educational materials to encourage reduction of the causes of stormwater pollution.
 - D. Provide information directly to the public to influence changes in the behavior and encourage best practices for stormwater management.
 - E. Evaluate collaborative efforts and institutional arrangements which may be used to implement a long-term information and outreach program to meet the interests of the participating agencies.

- F. Work collaboratively to revise current ordinances to address the requirements of WPDES General Permits held by each of the participating parties.
- G. Work collaboratively to develop new procedures and revise existing agency practices to comply with and address the requirements of WPDES General Permits held by each participating party.

V. SCOPE OF SERVICES

North Central Wisconsin Stormwater Coalition duties shall include the following:

- A. Research, evaluate and develop a public education and outreach program, which will meet the requirements of WPDES permits held by the participating parties.
- B. Develop procedures and modify ordinances as necessary to comply with the WPDES permit, and the Administrative Code and changes made to the code and permit requirements.
- C. Collect funds from members to implement the education and outreach plan developed by the coalition and distribute these funds as voted upon by the membership to target educational goals of the WPDES program. Funding levels required shall be determined by the coalition members based upon educational activities and research planned by the members.
- D. Marathon County shall act as administrative and fiscal agent for the coalition and may delegate all or part of the necessary duty to a partner agency or organization.
- E. Create and administer bylaws to govern its operation.

VI. INSURANCE

Each party to this Agreement shall maintain its own liability and worker's compensation insurance sufficient to insure against the risks arising from each party's responsibilities under this Agreement. Events and activities sponsored by the North Central Wisconsin Stormwater Coalition shall be considered as work time by the personnel of all participating parties and shall be construed to carry with it all worker's compensation and liability insurance coverage for any claims arising from acts or omissions of said personnel.

VII. MUTUAL INDEMNIFICATION

The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and shall retain the right to investigate, compromise and/or defend same.

VIII. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

IX. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin.

X. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

XI. NON-ASSIGNMENT OF AGREEMENT

The participating parties agree that there shall be no assignment or transfer of this Agreement, nor any interests, rights or responsibilities herein contained, except as agreed in writing by all participating parties.

XII. MODIFICATIONS TO AGREEMENT

There shall be no modifications to this Agreement except by a two-thirds (2/3) vote of the membership.

XIII. INTEGRATION OF AGREEMENT

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral, and all negotiations as well as any previous agreements presently in effect between the participating parties relating to the subject matter of this Agreement.

All parties hereto having read and understood the entirety of this Agreement consisting of three (3) typewritten pages hereby affix their duly authorized signatures.

XIV. APPROVAL

The undersigned have adopted resolutions approving this Stormwater Management Cooperative Agreement:

Robert B. Micke, Mayor

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	RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE							
App	proving North Cen	tral Wisconsin Stormy	water Coalition Cooperative Agreement					
	nmittee Action:	Approved 3-0 \$1,500						
File Number: 11-0104		11-0104	Date Introduced: January 8, 2019					
	J. 65 L	FISCAL	IMPACT SUMMARY					
S	Budget Neutral	Yes⊠No□	The first operation is an experience of the first operation operation of the first operation o					
COSTS	Included in Budge	t: Yes No	Budget Source:					
0	One-time Costs:	Yes No	Amount;					
-	Recurring Costs:	Yes No	Amount:					
	Fee Financed:	Yes No	Amount:					
E	Grant Financed:	Yes No	Amount:					
(a)	Debt Financed:	Yes No	Amount Annual Retirement					
SOURCE			Amount:					

RESOLUTION

WHEREAS, the Wisconsin Department of Natural Resources regulates municipal storm sewer systems discharging water to surface or ground waters through the Wisconsin Pollutant Discharge Elimination System (WPDES) permit program, and

WHEREAS, the goal of the WPDES Stormwater Program is to prevent the transportation of pollutants to Wisconsin's water resources via stormwater runoff, and

WHEREAS, the City of Wausau owns stormwater facilities that are required to be permitted under the Wisconsin Pollutant Discharge Elimination System (WPDES), and

WHEREAS, the Stormwater Management Cooperative Agreement is between Marathon County; the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, and Wisconsin Rapids; the villages of Kronenwetter, Rothschild and Weston; and the town of Rib Mountain, herein referred to as the North Central Wisconsin Stormwater Coalition, and

WHEREAS, the purpose of the Agreement, which is authorized pursuant to ss.66.0301, Wis. Stats., is to develop and implement a single information and outreach program meeting the requirements of the

Wisconsin Administrative Code and to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs, and

WHEREAS, the coalition will cooperate to adapt and revise operating procedures and municipal ordinances to comply with the requirements of the WPDES General Permits held by each party to the agreement and any changes made to the Wisconsin Administrative Code; now therefore

BE IT RESOLVED the Common Council of the City of Wausau hereby authorizes and executes a Stormwater Management Cooperative Agreement Marathon County; the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau and Wisconsin Rapids; the villages of Kronenwetter, Rothschild, and Weston; and the Town of Rib Mountain.

Approved:

Robert B. Mielke, Mayor

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RESOLUTION # BUILDING COMMUNITY CAPACITY: WATER RESOURCE PROTECTION (Phase 2)

WHEREAS, Marathon County Strategic Plan Objective 5.2 states "Promote sound land use decisions that conserve and preserve natural resources in decisions with economic development and growth" and Objective 6.3 states "Protect and enhance the quantity and quality of potable groundwater and potable surface water supplies", and

WHEREAS, Marathon County has established a strong watershed based resource protection program in collaboration with partners from the eleven Eastern Lakes, Lake Wausau, and the Big Eau Pleine Reservoir resulting in the development and implementation of Lake Management Plans to guide preservation and protection of the land and water resources, and

WHEREAS, Marathon County is also involved in numerous water quality efforts aimed at reducing phosphorus including promoting cover crops, nutrient management, managed grazing; as well as been involved in the Fenwood Creek pilot project, and the Central Wisconsin River TMDL plan, and

WHEREAS, the Marathon County Conservation, Planning and Zoning staff along with its partners from the Department of Natural Resources, Natural Resources Conservation Service, UW-Extension and the Marshfield Agricultural Research Station have developed strategies and activities to guide Marathon County in the building of community capacity to specifically address water quality concerns resulting from excess phosphorus in our surface waters.

WHEREAS, these strategies and activities include identifying the community members, the level of community awareness and concern for water quality challenges, the likelihood of the community to take action to change behavior and practices and connection to the community's values and sense of place.

WHEREAS, the Marathon County Conservation, Planning and Zoning Department is interested in pursuing a grant from the Wisconsin Department of Natural Resources for the purpose of protecting water quality through building community capacity as well as implementation of shoreland and wetland protection measures,

NOW, THERFORE, BE IT RESOLVED, that the Marathon County Board of Supervisors hereby authorizes the Director of the Conservation, Planning and Zoning Department or his/her designee to act on behalf of Marathon County to sign and submit a grant application, attest to the validity and veracity of the statements and representations contained in the grant application, enter into a grant agreement with the DNR, take necessary action to undertake, direct, and complete the approved project and bind the applicant, submit quarterly and/or final reports and reimbursement requests to the DNR as required by the grant agreement, and sign and submit any other necessary documents.

BE IT FURTHER RESOLVED, that applicant will comply with all local, state and federal rules, regulations and ordinances relating to this project and the cost-share agreement.

Dated this day 7th of February, 2019.

ENVIRONME	ENTAL RESOURCES COMMITTEE

BUILDING COMMUNITY CAPACITY: WATER RESOURCE PROTECTION (2)

Resolution impacts:

Fiscal Impact: No new levy request or allocation to the lake management project. There is a minimum of a 25% match by local community to support any state allocations. In this grant, Marathon County will request \$100,000 from WIDNR. Marathon County Departments (Parks, Recreation & Forestry and Conservation, Planning & Zoning) along with local public and private partnerships will provide the in-kind match requirement of \$25,000. Marathon County in- kind match will represent a re-allocation of existing staff, supplies, and equipment to this program priority.

Healthiest County impact: In the Marathon County Land and Water Resource Management Plan, improving and protecting surface and groundwater assets to enhance public health and safety, recreational opportunities, and economic development are identified as priority resource concern. The grant will promote partnerships, best management practices and organizational capacity aimed at improving our community's water quality through improved land use activities.

Prosperity Impact: Our local economy is benefited by great water quality of ground water and surface water. Citizens, businesses and visitors prefer to live, work and play in a community with plentiful and clean water resources. The grant will promote partnerships and activities that protect the economic asset value of our soil and water resources.