



# MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE **AMENDED** AGENDA

**Date & Time of Meeting:** Tuesday, July 2, 2019 at 3:00 p.m.

**Meeting Location:** 500 Forest Street, Assembly Room 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)*

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

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

## 1. Call meeting to order

## 2. Public Comment (15 minute limit)

## 3. Approval of June 6, 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 (County Zoning changes)

1. Dennis Tulpan – L-I Light Industrial to R-R Rural Residential – Town of Plover
2. Tim Vreeland on behalf of Siegfried & Alice Sebastian - R-E Rural Estate to R-R Rural Residential - Town of McMillan
3. Dennis & Diane Bergs – G-A General Agriculture to R-R Rural Residential – Town of Rib Falls
4. Neal & Heidi Rueden – G-A General Agriculture and L-D-R Low Density Residential to R-R Rural Residential -Town of Frankfort
5. Reopen Tammy L. Miller (Kiedrowski) G-A General Agriculture to R-R Rural Residential – Town of Elderon – pulled from 6-20-19 County Board Agenda

B. Review and Possible Action

1. Oriole Heights Final Plat – Town of Rib Mountain

C. Review and Possible Recommendations and Possible Actions to the Human Resources, Finance and Property Committee

1. Purchase of Kerswill Property for County Forest (Lovlien)
2. Approve an application to acquire state funding through the Knowles-Nelson Stewardship Grant Program

## 5. Educational Presentations/Outcome Monitoring Reports

A. Wind generation and solar energy (conversion systems) on agriculture land

B. Department Updates: Parks, Recreation, and Forestry (PRF), and Conservation, Planning, and Zoning (CPZ)

County Forest Tour – September 12, 2019

CPZ

Memo Update – July 2, 2019

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

A. New position requests 2020

### *1. PRF – PT Motorized Recreational Coordinator*

B. Legislative and Budget Report: current and future legislative initiatives nonmetallic mining (zoning)

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

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

- Review 2010 Land and Water Plan - goals objectives and accomplishments

B. Announcements/Requests/Correspondence

## 8. Adjournment

**Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk's Office at 715-261-1500 or e-mail [infomarathon@mail.co.marathon.wi.us](mailto:infomarathon@mail.co.marathon.wi.us) one business day before the meeting.**

FAXED TO:

News Dept. at Daily Herald (715-848-9361), City Pages (715-848-5887),

Midwest Radio Group (715-848-3158), Marshfield News (877-943-0443),

TPP Printing (715 223-3505), CenterState Marketplace (715-446-2370)

Date: 06/26/2019

Time: 8:30 a.m.

By: cek

SIGNED

Rebecca J. Frisch  
Presiding Officer or Designee

NOTICE POSTED AT COURTHOUSE:

Date: \_\_\_\_\_

Time: \_\_\_\_\_ a.m. / p.m.

By: County Clerk



**Marathon County  
Environmental Resources Committee Minutes  
Thursday, June 6, 2019  
500 Forest Street, Wausau WI**

<b>Attendance:</b>	<b><u>Member</u></b>	<b><u>Present</u></b>	<b><u>Not present</u></b>
<i>Chair</i>	Jacob Langenhahn.....	X	<i>(arrived at 3:30)</i>
<i>Vice-Chair</i>	Randy Fifrick.....	X	
	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, Dominique Swangstu, Dave Decker, Cindy Kraeger – Conservation, Planning, and Zoning (CPZ); Tom Lovlien, Jamie Polley – Park Recreation and Forestry (PRF), David Hagenbucher – Solid Waste Department; Lance Leonhard (Deputy Administrator), Scott Corbett (Corporation Counsel), Tammy Miller, Steve Kunst, Nathan Wincentsen, Brian Bushull, Matt Krull, Tim Vreeland, Peter Weinschenk.

1. **Call to order** – Called to order by Vice Chair Fifrick at 3:00 p.m. at 500 Forest Street – Assembly Room, Wausau, WI.
2. **Public Comment** – None.
3. **Approval of May 2, 2019 Environmental Resources Committee (ERC) minutes with clarifications.**

**Motion /** second by Bove / King to approve of the May 2, 2019 Environmental Resources Committee minutes as distributed. Motion **carried** by voice vote, no dissent.

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

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

1. Nathan Wincentsen of Riverside Land Surveying on behalf of June A. Landwehr Irrevocable Trust – F-P Farmland Preservation to R-R Rural Residential Town of Eau Pleine

**Discussion:** Swangstu was sworn in, and reviewed the staff report, noting that the decision sheet had been included in the meeting packet. The request to rezone is to include the ½ acre of the existing 17+/- acres of cropland of the total 39 acre parcel. The town of Eau Pleine has reviewed the application and recommends approval without any concerns.

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

There was no additional testimony in favor or opposed to this rezone request. Testimony portion of the hearing was closed at 3:15 p.m. Committee deliberated and applied the standards for this request by reviewing and completing the decision sheet.

**Action: Motion /** second by King / Opall to recommend approval to County Board, of the Nathan Wincentsen on behalf of June A. Landwehr Irrevocable Trust rezone request. Committee determined the rezone is consistent with the Marathon County and Town comprehensive plans, and is in the Farmland Preservation Plan. Adequate facilities are present and providing public facilities will not burden local government. The rezone should not result in any adverse effect on natural areas. Motion **carried** by voice vote, no dissent.

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

2. Matthew & Robyn Krull on behalf of Ruth Bessette – G-A General Agriculture to R-R Rural Residential-Town of Elderon

**Discussion:** Swangstu was sworn in, and reviewed the staff report, noting that the decision sheet had been included in the meeting packet. The request to rezone is to include the 3.50 acres which will result in a 5.60 acre parcel. The town of Elderon has reviewed the application and recommends approval without any concerns.

There was no additional testimony in favor or opposed to this rezone request. Testimony portion of the hearing was closed at 3:25 p.m. Committee deliberated and applied the standards for this request by reviewing and completing the decision sheet.

**Action: Motion /** second by Seefeldt / Drabek to recommend approval to County Board, of the Matthew &

Robyn Krull on behalf of Ruth Bessette rezoned request. Committee determined the rezoned is consistent with the Marathon County and Town comprehensive plans, and is not in the Farmland Preservation Plan. Adequate facilities are present and providing public facilities will not burden local government. The rezoned should not result in any adverse effect on natural areas. Motion **carried** by voice vote, no dissent.

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

3. Tammy L. Miller (Kiedrowski) – G-A General Agriculture to R-R Rural Residential – Town of Elderon

Discussion: Swangstu was sworn in, and reviewed the staff report, noting that the decision sheet had been included in the meeting packet. The request to rezoned is to rezoned Lot #1 on Preliminary Certified Survey Map submitted by Riverside Land Surveying which will result in a 2.0 acre parcel. The town of Elderon has reviewed the application and recommends denial; does not conform to the town's 10 acre minimum lot size. Swangstu explained the property owner has the right to apply and it meets the standards set forth in the Zoning Ordinance. Swangstu attended the Town of Elderon Town Board meeting June 4<sup>th</sup>, 2019 to seek clarification on the initial recommendation of denial. Swangstu explained there were multiple discussions with the town about their determination not being based off the standards and conditions of the petition for rezoned. The Town still recommended denial of the rezoned due to the proposed size of the parcel not meeting a 5 acre minimum size, which varies from the initial reasoning supplied in the Towns official resolution and recommendation. Frisch discussed the Town's recommendation as advisory. The town has the right to veto the action of the Committee if state statutes timelines are followed. It was noted if the parcel was 10 acres in size, 8 acres would be wetlands and unbuildable.

*Chair Langenhahn arrived at 3:30 p.m.*

Chair Langenhahn asked Vice Chair if he could participate in discussion. Corbett discussed the late arrival of the Chair whom would still be able to participate in the discussion and voting on this rezoned.

Frisch stated CPZ plans to work with the towns to address their land division ordinances consistency with their comprehensive plans and to assure their code is in compliance with statutes.

Miller was sworn in, and is hoping to sell the property and is not going to subdivide the lots.

There was no additional testimony in favor or opposed to this rezoned request. Testimony portion of the hearing was closed at 3:48 p.m. Committee deliberated and applied the standards for this request by reviewing and completing the decision sheet.

Action: **Motion** / second by King / Lange to recommend approval to County Board, of the Tammy L. Miller (Kiedrowski) rezoned request. Committee determined the rezoned is consistent with the Marathon County and Town comprehensive plans, and is not in the Farmland Preservation Plan. Adequate facilities are present and providing public facilities will not burden local government. The rezoned should not result in any adverse effect on natural areas. Motion **carried** by roll call vote 7 yes; 2 no- Opall and Langenhahn.

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

4. Dale Landwehr and Carolyn Stroetz – F-P Farmland Preservation to R-E Rural Estate and G-A General Agriculture – Town of Eau Pleine

Discussion: Swangstu was sworn in, and stated this rezoned was withdrawn.

B. Oriole Heights Preliminary Plat – Town of Rib Mountain

Discussion: Decker reviewed the Oriole Heights Preliminary Plat with the Committee. Staff recommends approval with the condition of a storm water management plan which would need to be approved prior to final plat action. Kunst was sworn in and explained the preliminary plat request.

Action: **Motion** / second by Ffirk / Bove to approve the Oriole Heights Preliminary Plat located in the Town of Rib Mountain subject to the stormwater management plan.

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

Follow through: The stormwater management plan will be submitted to the CPZ for review.

C. Administrators establishment of a Local Advisory Committee for development of Land and Water Resource Plan

Discussion: Daigle discussed the Land and Water Resource Plan will be coming within the next 12 months. State statutes requires Marathon County to actively solicit public participants in the planning and evaluation of soil and water conservation programs through a local advisory committee. The local advisory committee being forwarded to ERC by the County Administrator was included in the meeting packet. The local advisory committee will provide advice and assist in the development of recommendations for inclusion in the Land and Water Resources Plan.

Action: **Motion** / second by Fifrick / King to approve the Administrators establishment of a Local Advisory Committee for development of Land and Water Resource Plan.

Follow through: Administrators establishment of a Local Advisory Committee for development will be included in the Land and Water Plan.

5. **Educational Presentations/Outcome Monitoring Reports**

A. Community Stakeholder Discussion: Manure Policies and Practice

1. CAFO Representative Dan Punke

Discussion: Dan Punke was unable to attend the meeting.

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

CPZ

1. Environmental Impact Fund Update

Discussion: Daigle discussed the status of the EIF projects that were previously approved for funding. CPZ is working with sponsoring municipalities to have these projects completed by December 2019 with a final report in early 2020.

Action: **None**, for informational purposes only.

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

A. New position requests

1. Solid Waste - FTE Regulatory Compliance and Environmental Health/Safety Specialist

Discussion: Hagenbucher reviewed the new position request which was included in the packet to reduce the amount of compliance monitoring, reporting, submittal tracking and construction documentation/report that has been contracted out.

Action: **Motion** / second by Fifrick / Seefeldt to accept and forward the Solid Waste FTE Regulatory Compliance and Environmental Health/Safety Specialist new position request to Employee Resources as required.

Follow through: Solid Waste will forward to Employee Resources for their consideration.

2. CPZ - Conversion of CPZ casual Administrative Assistant to full time Administrative Assistant

Discussion: Frisch reviewed the new position request which was included in the meeting packet. Additional costs for this conversion will be funded through the existing casual position budget and increased fee revenues.

Action: **Motion** / second by Guild /Seefeldt to accept and forward the Conversion of CPZ casual Administrative Assistant to full time Administrative Assistant to Employee Resources as required.

Follow through: CPZ will forward to Employee Resources for their consideration.

B. Capital Improvement Project Requests

1. PRF

- a. Electric upgrade – Big Eau Pleine Park
- b. Big Eau Pleine road repairs
- c. Ice arena dasher board replacement
- d. Marathon Park master plan
- e. Ice arena refrigeration controller
- f. Marathon Park Marquee
- g. Pickleball Courts
- h. Playground replacement
- i. Rolling Stock (Equipment & Vehicles)

Discussion: Polley reviewed the Capital Improvement Program (CIP) requests that were included in the meeting packet.

Action: **Motion** / second by King / Bove to accept and forward to the Capital Improvement Program Committee for consideration the Parks, Recreation and Forestry Department 2020 Capital Improvement requests; Electric upgrade – Big Eau Pleine Park, Big Eau Pleine road repairs, Ice arena dasher board replacement, Marathon Park master plan, Ice arena refrigeration controller, Marathon Park Marquee, Pickleball Courts, Playground replacement, Rolling Stock (Equipment & Vehicles). Motion carried by voice vote, no dissent.

Follow through: These CIP requests will be forwarded according to the established procedures.

2. Solid Waste

- a. Gas System Expansion
- b. Area B closure
- c. Solar energy project
- d. Hazardous Waste building & Garage addition

Discussion: Hagenbucher reviewed the Capital Improvement Program (CIP) requests that were included in the meeting packet. The department operates as an enterprise fund and has reserves to fund these projects. The projects are required to be submitted to the CIP regardless of the funding source.

Action: **Motion** / second by Bove/ Drabek to approve and forward to the Capital Improvement Program Committee for consideration the Solid Waste Capital Improvement Program requests; Gas System Expansion, Area B closure, Solar energy project, Hazardous Waste building & Garage addition. Motion **carried** by voice vote, no dissent.

Follow Through: These CIP requests will be forwarded according to established procedures.

3. CPZ

- a. 2020 Marathon County Digital Orthophoto Acquisition
- b. Urban Nonpoint Source & Stormwater Program (UNSSP)

Discussion: Frisch reviewed the Capital Improvement Program (CIP) requests that were included in the meeting packet.

Action: **Motion** / second by Guild / Lange to approve and forward to the Capital Improvement Program Committee for consideration the Conservation, Planning and Zoning requests; 2020 Marathon County Digital Orthophoto Acquisition, Urban Nonpoint Source & Stormwater Program (UNSSP). Motion **carried** by voice vote, no dissent.

Follow through: These CIP requests will be forwarded according to established procedures.

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

Discussion: Frisch distributed the legislative report. The State Legislature continues to work on the budget, a few bills are being introduced dealing with wells and no new report on other legislative actions.

Action: **None**, for informational purposes only.

Follow through: CPZ will continue to monitor legislative actions.

D. Priority Based Budgeting (PBB) – Level 3 and 4 Programming

Discussion: Frisch reviewed a power point explaining the 5 basic program attribute criteria (reliance, mandates, cost recovery, change in demand, and portion of community served). Leonhard explained the transition of the PBB budget program since 2016 and the adjustments made to consolidate programs with the new PBB tool. Currently reports can be generated to address questions the committee may have regarding the program, rankings, costs, etc. Langenhahn requested information for each department regarding the program costs and rankings for further consideration of the committee.

Action: Leonhard to provide PBB reports to the committee.

Follow through: Item to be placed on future agendas.

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

**Tuesday, July 2, 2019** 3:00 p.m. Courthouse Assembly Room 500 Forest Street, Wausau

- A. Committee members are asked to bring ideas for future discussion
- B. Announcements/Requests/Correspondence - None

8. **Adjourn** – **Motion** / second by King / Drabek to **adjourn** at 5:37 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

## NOTICE OF PUBLIC HEARING

A public hearing will be held by the Environmental Resources Committee of the Marathon County Board of Supervisors on Tuesday, July 2, 2019 at 3:00 p.m., Marathon County Courthouse - Assembly Room, 500 Forest Street, Wausau WI 54403, at which time the Committee will consider the following:

1. The petition of Dennis Tulpan to amend the Marathon County Zoning Ordinance from L-I Light Industrial to R-R, Rural Residential described as part of the NW ¼ of the NE ¼ of Section 07, Township 29 North, Range 10 East, Town of Plover, proposed on existing Lot #1 (3.643 acres) of Certified Survey Map (CSM) Vol 77, Page 100. PIN# 062-2910-071-0990 with a property address of 177281 Red Granite Road, Aniwa, WI 54408.
2. The petition of Tim Vreeland on behalf of Siegfried & Alice Sebastian to amend the Marathon County Zoning Ordinance from R-E, Rural Estate to R-R, Rural Residential described as part of the W ½ of the SW ¼ of the SW ¼ of Section 34, Township 26 North, Range 3 East, Town of McMillan, proposed as Lot #1 (approximately 2.115 acres) of the Preliminary Certified Survey Map submitted by Vreeland Associates, Inc. Part of parent parcel PIN# 056-2603-343-0992 with a property address of 200123 Galvin Avenue, Marshfield WI 54449.
3. The petition of Dennis & Diane Bergs to amend the Marathon County Zoning Ordinance from G-A, General Agriculture to R-R, Rural Residential described as part of described as part of the N ½ of the fractional NW ¼ of Section 18, Township 29 North, Range 05 East, Town of Rib Falls. Proposed as Lot #1 (approximately 3.49 acres) on Preliminary Certified Survey Map (CSM) submitted by All Land Data Surveying Company: Part of parent parcel PIN# 066-2905-182-0993.
4. The petition of Neal & Heidi Rueden to amend the Marathon County Zoning Ordinance from G-A, General Agriculture and L-D-R Low Density Residential, to R-R Rural Residential described as part of the E ½ of the SW ¼ (all of Lot 1 of CSM 9656 and Lot 1 of CSM 12124) of Section 16, Township 28 North, Range 03 East, Town of Frankfort. Proposed as Lot #1 (approximately 2.671 acres) and Outlot #1 (approximately 18.645 acres) on Preliminary Certified Survey Map (CSM) submitted by Vreeland Associates Survey Company. Part of parent parcels PIN# 026-2803-163-0989 and 026-2803-163-0990. Existing property address 113080 County Road N, Colby WI, 54421.

Written testimony may be forwarded prior to the hearing to: Jacob Langenhahn – Environmental Resource Committee Chair, Conservation, Planning and Zoning Department, 210 River Drive, Wausau, WI 54403-5449. All interested persons will be given an opportunity to be heard. Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk's Office at 715-261-1500 or e-mail [infomarathon@co.marathon.wi.us](mailto:infomarathon@co.marathon.wi.us) one business day before the meeting.

Jacob Langenhahn



Jacob Langenhahn, Chairman  
Environmental Resources Committee



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

**Publish: June 18 and June 25, 2019**

E-mailed to: Wausau Daily Herald ([WDH-Legals@wdhmedia.com](mailto:WDH-Legals@wdhmedia.com)) on June 14, 2019 at 8:10 a.m.



PETITION FOR ZONE CHANGE  
BEFORE THE MARATHON COUNTY BOARD OF SUPERVISORS

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

Dennis Tujan 177881 Ballmanfield Rd Ainswa WI 54408

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

from the classification LI to RR

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

SEC 07-29-10 1.64 acres  
PT OF NW 1/4 NE 1/4 LOT 1  
CSM VOL 77 PG 100 (166001) DOC# 1651635

Parcel Identification Number (PIN): 06229100710990

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

Residential

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

A. In detail, explain what public facilities and services serve the proposed development at present, or how they will be provided. Plover Township / Marathon County

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

Existing residential unit will not unreasonable burden to local government

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

N/A existing residential

D. Explain what will have to be done so the development will not cause unreasonable air and water pollution, soil erosion or adverse effects on rare or irreplaceable natural areas. N/A

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

(OVER)

- F. Demonstrate the need of the proposed development at this location. N/A insisting clause
- G. What is the availability of alternative locations? Be specific. N/A
- H. If cropland is being consumed by this Zone Change, what is the productivity of the agricultural lands involved? N/A
- I. If cropland is being consumed by this zone change, explain how the proposed development will be located to minimize the amount of agricultural land converted. N/A

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

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

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

7. Petitioner's Signature SAME J Phone \_\_\_\_\_ Date \_\_\_\_\_  
 8. Owner's Signature [Signature] Phone (715) 584-7357 Date 4-30-19  
 (If different)

Date Fee Received: 5-7-19 Fee \$600.00 PAYABLE TO MARATHON COUNTY

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

**RECEIVED**  
 MAY 07 2019  
 MARATHON CO. CONSERVATION  
 PLANNING & ZONING DEPT



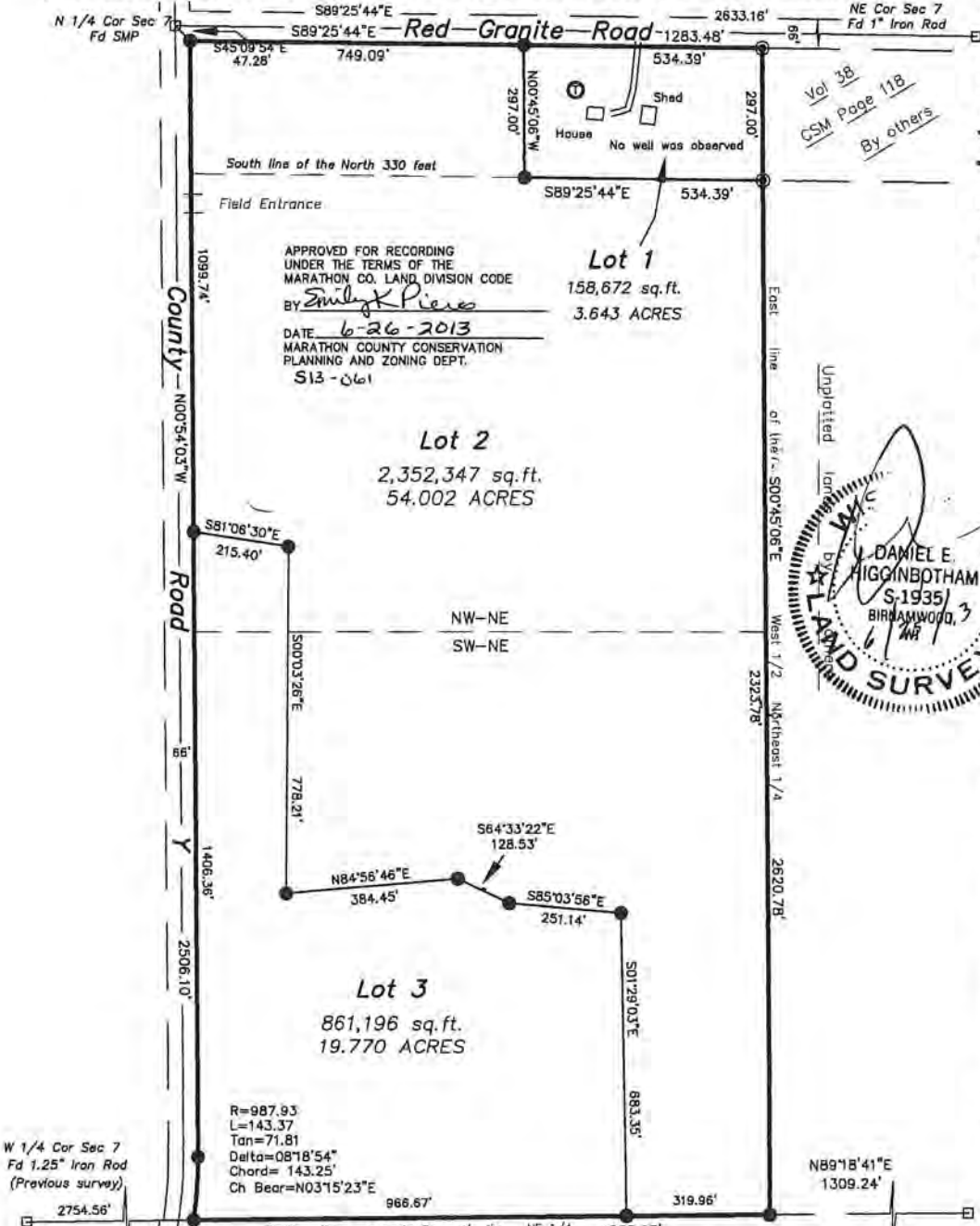


DOC# 1651635

Chg 30.00 - Plover River Land 16601 Michael J. Sydow  
 Chg 3.00 " " copy

**CERTIFIED SURVEY MAP NO. 16601 VOL 77 PAGE 100**

OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 29 NORTH, RANGE 10 EAST, TOWN OF PLOVER, MARATHON COUNTY, WISCONSIN



Lot 1: 062.4.2910.071.0990 N1/2 NE  
 Lot 2: 062.4.2910.071.0989 W1/2 NE

Lot 3: 062.4.2910.071.0988 W1/2 NE

APPROVED FOR RECORDING  
 UNDER THE TERMS OF THE  
 MARATHON CO. LAND DIVISION CODE  
 BY Smiley Pierce  
 DATE 6-26-2013  
 MARATHON COUNTY CONSERVATION  
 PLANNING AND ZONING DEPT.  
 S13-061



- 3/4" X 24" IRON ROD WEIGHING 1.4 LBS/LINEAL FOOT SET
- ⊙ FOUND 1" IRON ROD
- FOUND GOV'T CORNER
- () RECORD DATA
- Ⓧ SEPTIC VENT/TANK
- Ⓜ WELL

BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NE 1/4 OF SEC 7 ASSUMED TO BEAR S 89° 25' 44" E

MARATHON COUNTY CERTIFIED SURVEY MAP

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

That I have surveyed, divided and mapped by the order of Clifford Butterfield, a parcel of land being part of the Northwest ¼ of the Northeast ¼ and part of the Southwest ¼ of the Northeast ¼ of Section 7, Township 29 North, Range 10 East, Town of Plover, Marathon County, Wisconsin, more particularly described as follows:

Commencing at the North ¼ corner of Section 7; thence S 45° 09' 54" E, 47.28 feet to the Southerly R/W of Red Granite Road and the point of beginning of the parcel herein described; thence S 89° 25' 44" E, 1283.48 feet along the Southerly R/W of Red Granite Road to a found 1" iron rod marking the Northwest corner of a parcel of land recorded as Volume 38 Certified Survey Maps, Page 118; thence S 0° 45' 06" E, 2620.77 feet along the East line of the West ½ of the Northeast ¼ of Section 7; thence S 89° 18' 41" W, 1286.63 feet along the South line of the Northeast ¼ of Section 7 to the Easterly R/W of County Road Y; thence northerly 143.37 feet along the arc of a 987.93 foot radius curve concave to the northwest whose long chord bears N 03° 15' 23" E, 143.25 feet; thence N 0° 54' 03" W, 2506.10 feet along said Easterly R/W to the point of beginning of the parcel herein described.

Said parcel contains 3,372,215 Square Feet or 77.40 Acres.

Subject to all roadways and easements of record.

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

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes, Chapter 18 of the Marathon County Subdivision Ordinance and the Town of Plover Subdivision Code;

Dated this 20<sup>th</sup> day of June, 2013.

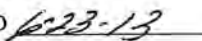


  
R.L.S. No. S-1935

TOWN OF PLOVER

Resolved, that this survey map is hereby approved by the Town of Plover

DATE SIGNED



  
Town of Plover

Prepared by:  
Plover River Land Co., Inc.  
P4225 Pineview Rd.  
Biramwood, WI 54414

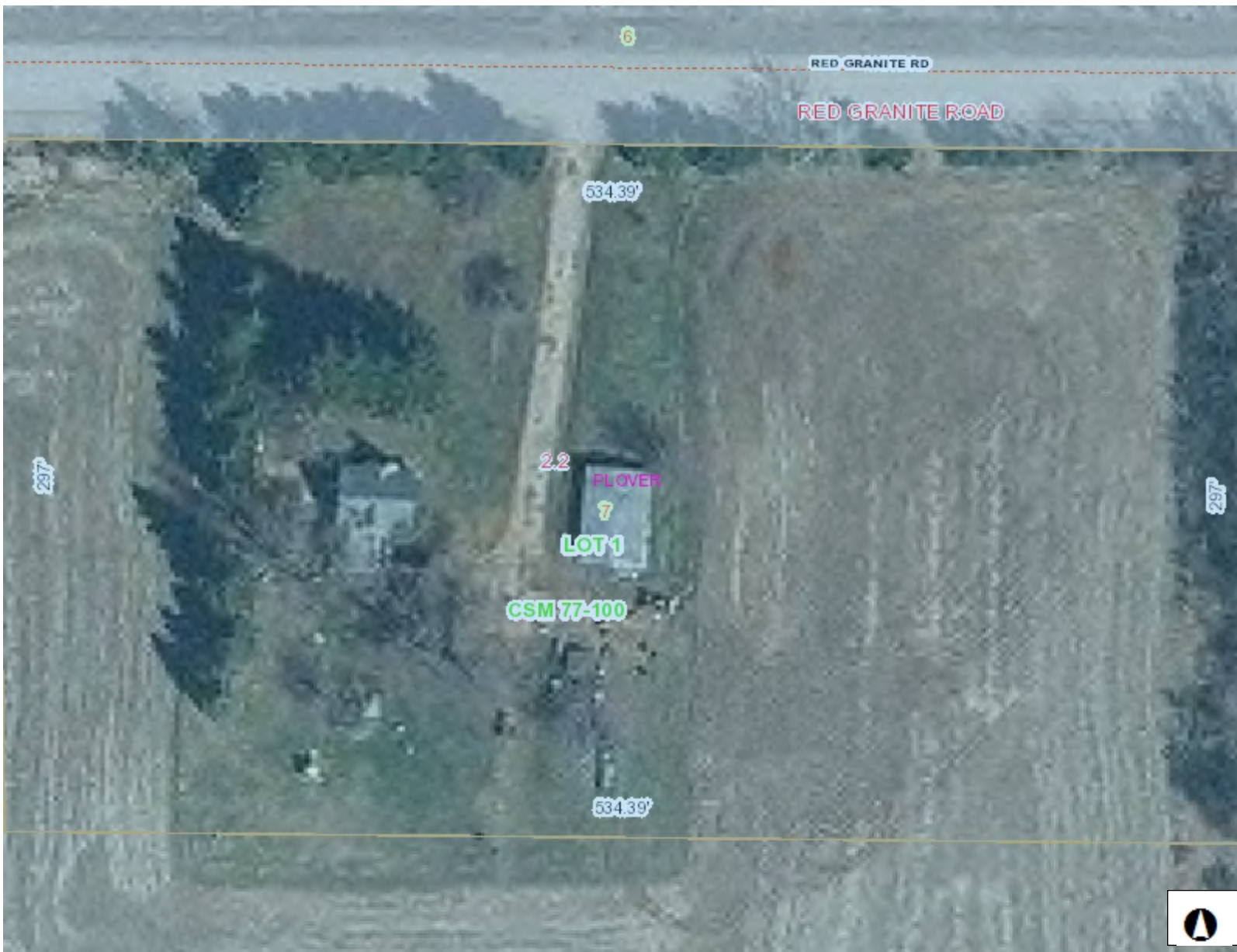
Prepared for:  
Cliff Butterfield  
P3841 Red Granite Road  
Aniwa, WI 54408

Sheet 2 of 2 Sheets





# Land Information Mapping System



### Legend

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

31.91 0 31.91 Feet



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

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

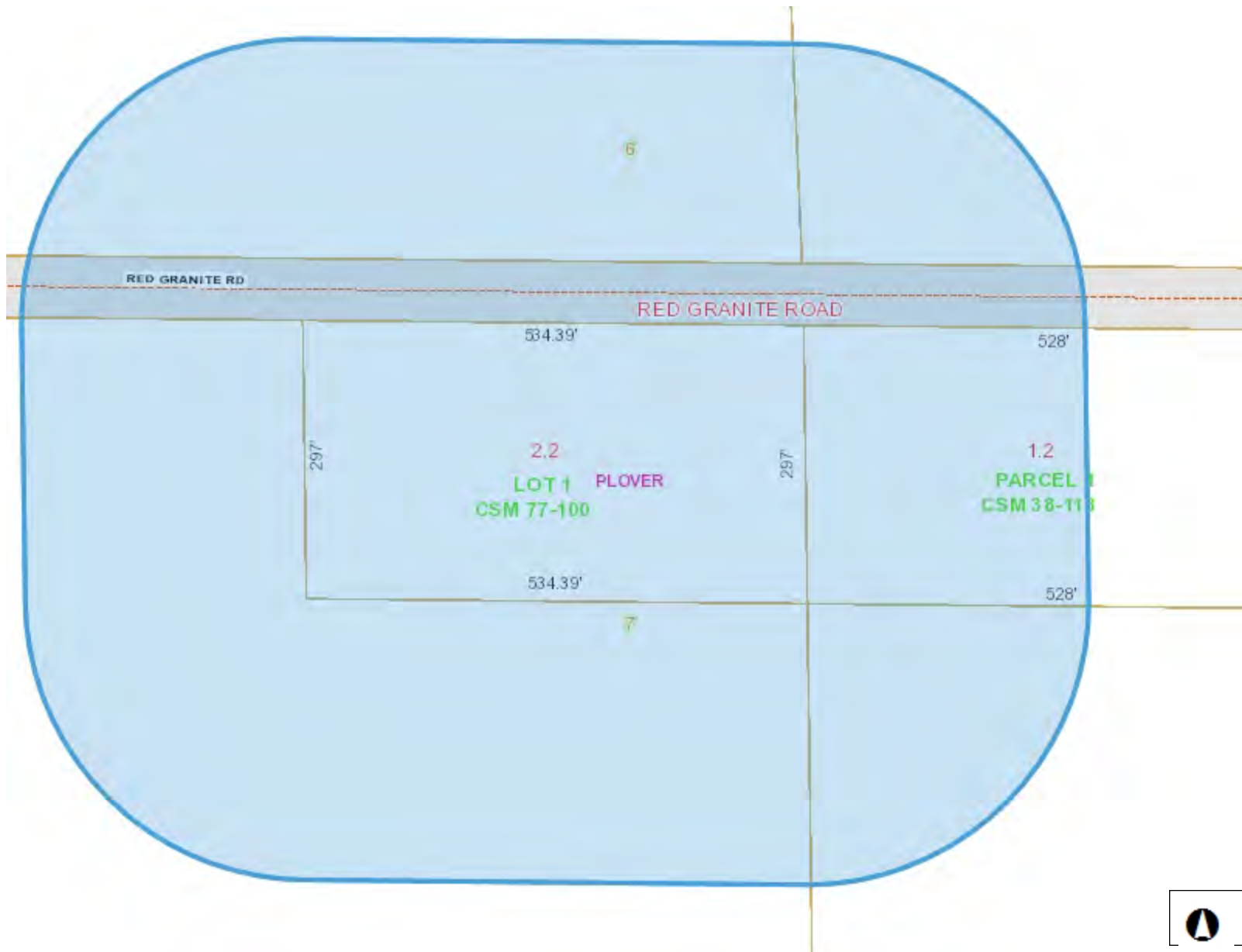
**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

### Notes



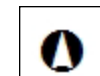


# Land Information Mapping System



## Legend

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



79.38 0 79.38 Feet

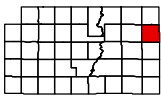


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## Notes



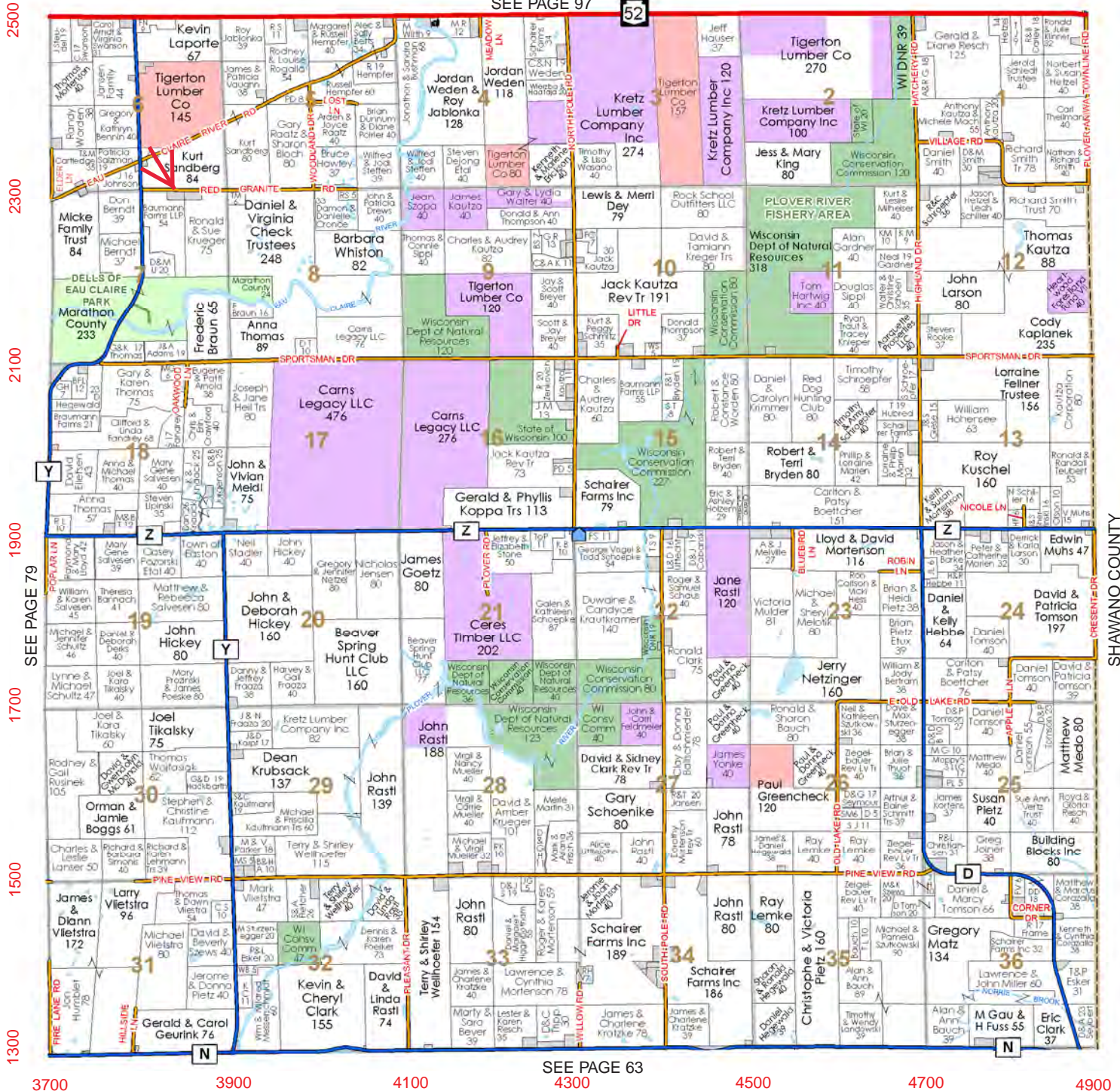


# Plover

# Township 29N - Range 10E

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SEE PAGE 97



SEE PAGE 63

January 26, 1949. To the 4-H Clubs of the United States. "World peace is the main goal and most cherished hope of this Nation. Peace is something as intangible as the minds and souls of men and women. When you mold and develop your minds and souls for good citizenship and useful living, as you are doing in 4-H Club work you are makers of the peace. As one who helped organize one of the first 4-H Clubs in my State, I congratulate you on your theme for this year, "Better Living for a Better World." May that theme become increasingly significant during your 4-H Club Week, March 5-13, and throughout the year. The things you grow and the jobs you do in Learning by Doing all add up to more skilled farmers, better homemakers, more useful citizens and more able leaders. These, in brief, are what make for better living and a better world." Signed: Harry S. Truman





STATE OF WISCONSIN )  
MARATHON COUNTY )  
TOWN OF PLOVER )

**RESOLUTION ON ZONING ORDINANCE AMENDMENT**

TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE

I, Doreen Erbrecht, Clerk of the Town of Plover, Marathon County, State of Wisconsin, do hereby certify that the following is a true and correct copy of a resolution adopted by the Town of Plover Town Board at a meeting held on the 11 day of June, 2019.

RESOLUTION

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

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

NOW, THEREFORE BE IT RESOLVED that the Town of Plover Town Board considered on the 11<sup>th</sup> day of June, 2019, petition by Dennis Tulpan to amend the Marathon County Zoning Ordinance from L-I Light Industrial to R-R Rural Residential, on property described as part of the NW ¼ of the NE ¼, Section 07, Township 29 North, Range 10 East, Town of Plover, proposed on existing Lot #1 (3.643 acres) of Certified Survey Map Vol 77, page 100. PIN # 062-2910-071-0990 with a property address of 177281 Red Granite Road, Aniwa WI 54408.

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

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

RECEIVED

JUN 14 2019

MARATHON CO. CONSERVATION,  
PLANNING & ZONING DEPT

(OVER)

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

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

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

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

Clerk *Doreen Ebrecht*  
 Town Board *Tom Kouty*  
*[Signature]*  
*[Signature]*

NOTE: If you recommend disapproval of this request, please make every effort to send a representative to the Environmental Resources Committee Public Hearing. Town input at the hearing is always appreciated. Please return this form before July 2, 2019 to:

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



**Dennis Tulpan  
Petition to Rezone Land  
Staff Report  
Environmental Resources Committee**

**Findings of Fact**

**REQUEST:**

The petition of Dennis Tulpan to amend the Marathon County Zoning Ordinance from L-I Light Industrial to R-R, Rural Residential described as part of the NW ¼ of the NE ¼ of Section 07, Township 29 North, Range 10 East, Town of Plover, proposed on existing Lot #1 (3.643 acres) of Certified Survey Map (CSM) Vol 77, Page 100. PIN# 062-2910-071-0990 with a property address of 177281 Red Granite Road, Aniwa, WI 54408.

**EXISTING ZONING DISTRICT:**

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

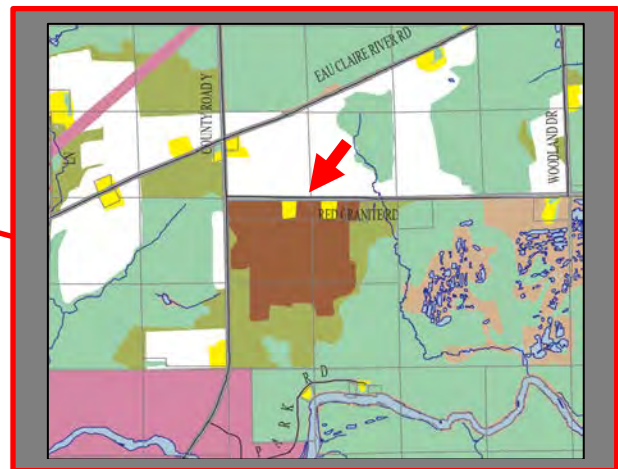
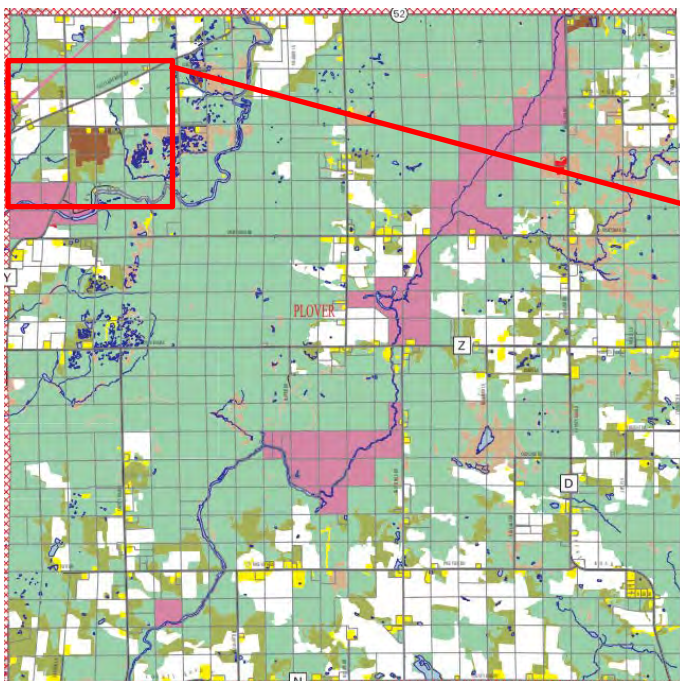
To provide an environment exclusively for and conducive to the development and protection of modern administrative facilities and research institutions that are office-like in physical appearance and service requirements.

To provide for and accommodate industrial uses in the fields of repair, storage, manufacturing, processing, wholesaling, and distribution, free from the encroachment of residential, retail, and institutional uses unless otherwise specified in this ordinance. The uses allowed are those which, because of their normally unobjectionable characteristics, can be in relatively close proximity to residential and commercial districts.

**PROPOSED ZONING DISTRICT:**

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

**TOWN COMPREHENSIVE PLAN FUTURE LAND USE:** The proposed area to be rezoned is identified primarily shown as Quarry and Single Family Residential land uses in the Town of Elderon’s Comprehensive Plan Future Land Use Map (2005). The adjacent lands are comprised primarily of quarry, crop land and forest land, with single family residential uses in close proximity.

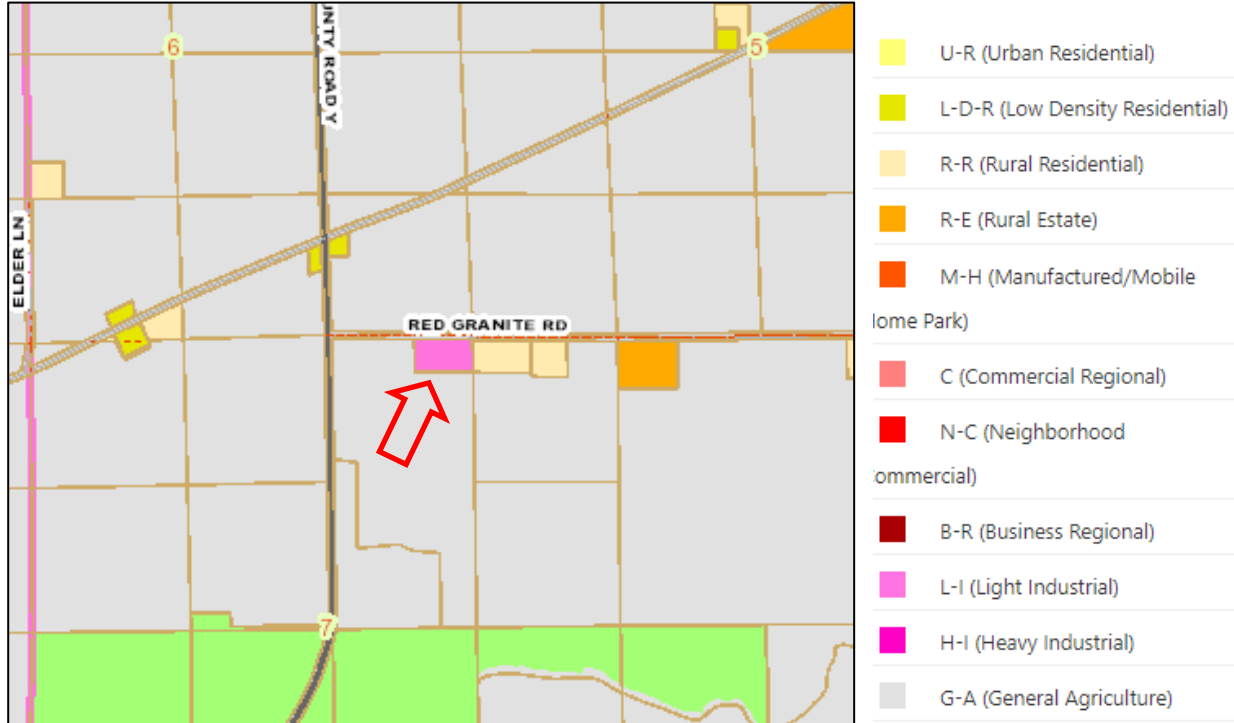


Single Family Residential	Crop Land	Recreational
Commercial	Other Agriculture	Transportation
Quarry	Forest Land	Water
Barren	Public/Quasi-Public	

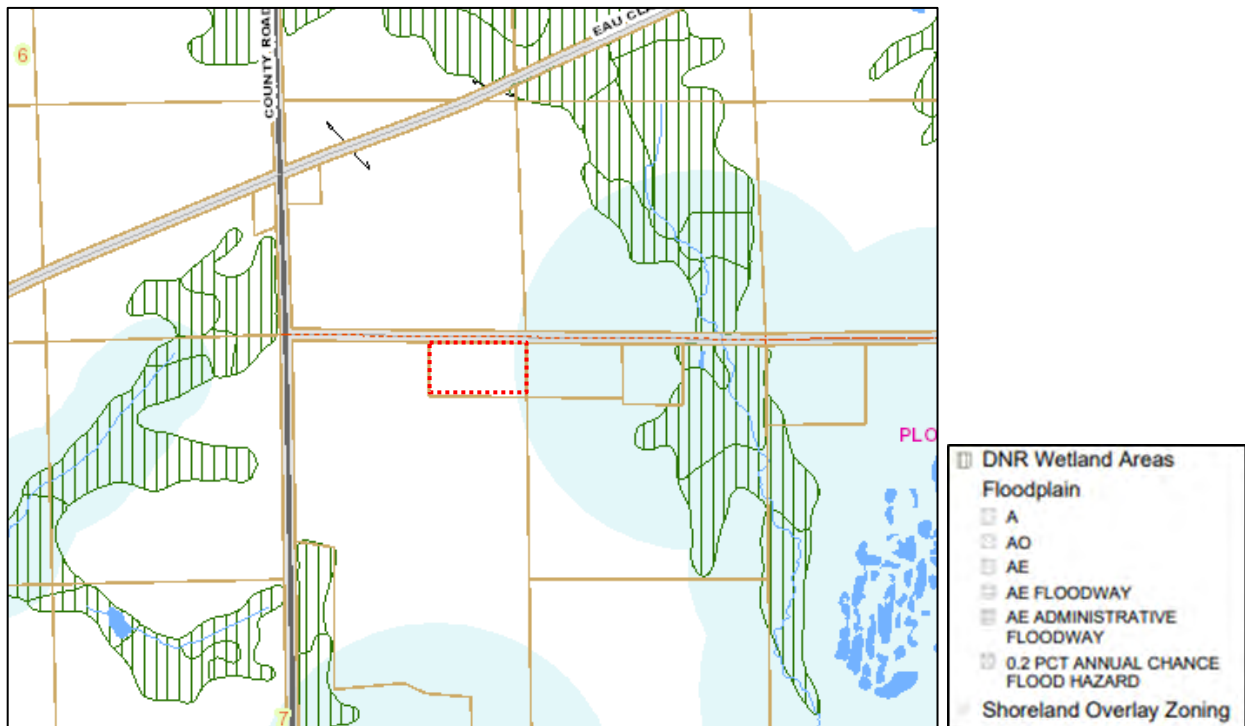


**FARMLAND PRESERVATION PLAN:** This parcel was not designated as a farmland preservation area in the Farmland Preservation Plan in 2013. Designating this land as a farmland preservation area would have indicated the land consists of prime agricultural land and supports the agriculture economy.

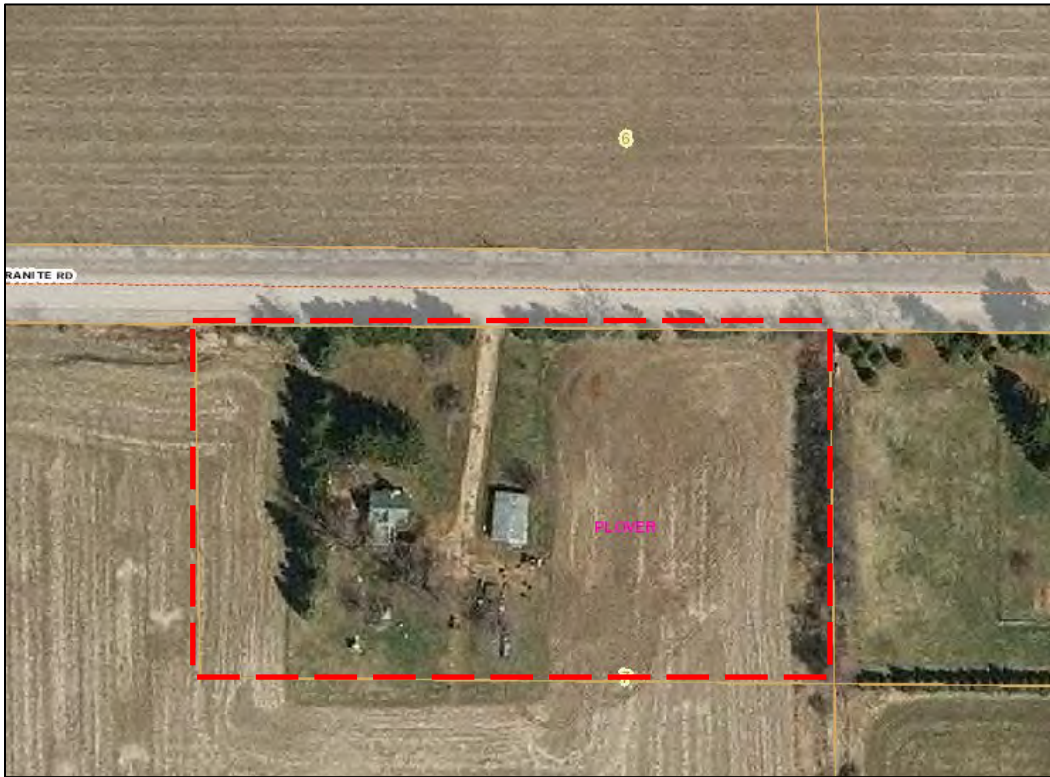
**EXISTING ZONING DISTRICT MAP:** Adjacent parcels are predominantly zoned General Agriculture (Grey) and Rural Residential (Tan) with a few Rural Estate (Orange), and Low Density Residential (yellow) parcels in the area. There is also a large Conservation/Recreation area (Green) to the south of the parcel in question. Proposed area to be rezoned is an existing lot with no proposed parcel divisions



**SIGNIFICANT PARCEL LIMITATIONS OR NATURAL FEATURES:** There are no DNR mapped wetlands or FEMA floodplain areas that cover parcel proposed to be rezoned. There is a small portion of the parcel to be covered with the 1000 ft. shoreland overlay district from a nearby pond/lake connected to a stream.



**AERIAL PHOTO: #1**



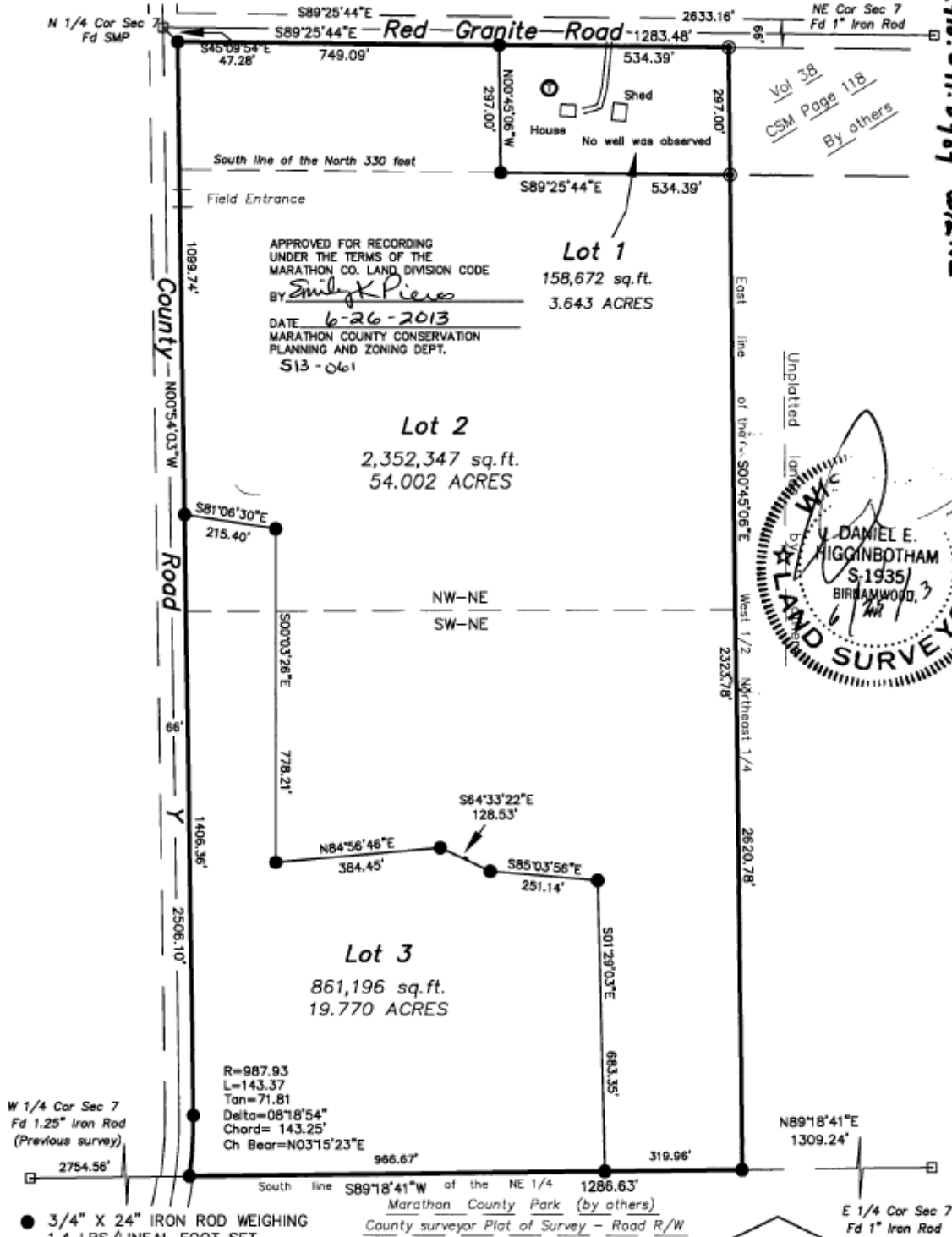
**AERIAL PHOTO: #2**



**Existing Certified Survey Map:**

**CERTIFIED SURVEY MAP NO. 16601 VOL 77 PAGE 100**

OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 29 NORTH, RANGE 10 EAST, TOWN OF PLOVER, MARATHON COUNTY, WISCONSIN



- 3/4" X 24" IRON ROD WEIGHING 1.4 LBS./LINEAL FOOT SET
  - ⊙ FOUND 1" IRON ROD
  - ⊠ FOUND GOV'T CORNER
  - ( ) RECORD DATA
  - ⊙ ( ) SEPTIC VENT/TANK
  - ⊙ ( ) WELL
- SHEET 1 OF 2

1 inch = 300ft.  
SURVEY PROVIDED BY:

62.4. 2910.071. 0990 NW/NE  
62.4. 2910.071. 0989 W/2 NE

Lot 5: 062.4. 2910.071. 0988 W/2 NE



**TOWN RECOMMENDATION:**

On June 11<sup>th</sup>, 2019 The **Town of Plover** Town Board Recommended Approval to Marathon County's Environmental Resources Committee.

11) Is there anything else the Town wishes to present or comment on regarding this application to the Marathon County Environmental Resources (ERC) Committee?  
 No     Yes Explain: \_\_\_\_\_

---

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

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

---

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

Clerk *Doreen Erbrecht*  
Town Board *[Signature]*  
*[Signature]*  
*[Signature]*

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

The Town of Plover should updated their comprehensive plan, zoning, and future land use maps to reflect the proposed rezone to Rural Residential (R-R) from Light Industrial (L-I). The proposed rezone will not conflict with adjacent land uses or zoning districts as the use of the property will not change and will remain single family residential. The property owner's bank has requested to have the parcel rezoned with the existing Single Family home on it, bringing the previously non-conforming home/parcel into compliance with Chapter 17. The industrial zoning district does not allow for residential structures in the current ordinance, and the proposed rezone will make this parcel more consistent with the purpose and intent of the zoning district. There is no apparent conflict with the Marathon County Comprehensive Plan as it relates to the proposed rezone, nor are there any apparent conflicts with local regulation(s) or restrictions.

All the rezone criteria and "Standards for Rezoning" [application section #4 (A through I)] have been addressed and the Town of Plover has no concerns or issues with the proposed rezone or the effect it may have on the local community.

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

**Recommendation:**

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





**Case: #1**  
**Environmental Resources Committee**  
**Decision Form**

**Conclusions of Law**

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

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

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

agree       disagree       insufficient information

---

---

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

agree       disagree       insufficient information

---

---

3. The applicant has demonstrated that...

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

agree       disagree       insufficient information

---

---

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

agree       disagree       insufficient information

---

---

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

agree       disagree       insufficient information

---

---

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

agree       disagree       insufficient information

---

---

**Environmental Resources Committee Decision**

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

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

Specify reasons for denial, or additional information requested:

---

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

Describe recommended amendments:

---

---

---

---

Signature:

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

PETITION FOR ZONE CHANGE  
BEFORE THE MARATHON COUNTY BOARD OF SUPERVISORS

1. As authorized by §17.91 of the Marathon County Zoning Code (I) (we) (Name & Address):  
Tim Vreeland 6103 Dana St. Wausau

hereby petition to rezone property owned by (Name & Address): Segfried + Alice Sebastian  
200123 Galun Ave Marshfield  
from the classification RE, Rural Estate to RR, Rural Residential

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

Parcel Identification Number (PIN): 056-2603-343-0992

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

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

A. In detail, explain what public facilities and services serve the proposed development at present, or how they will be provided. Property is currently served by public facilities.

B. Explain how the provision for these facilities will not be an unreasonable burden to local government. No burden expected.

C. What have you done to determine that the land is suitable for the development proposed? There are homes on both sides of the building area.

D. Explain what will have to be done so the development will not cause unreasonable air and water pollution, soil erosion or adverse effects on rare or irreplaceable natural areas. We would like to create 1 - 2 acre parcel. No adverse affects expected.

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

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APR 27 2019

(OVER)

MARATHON CO. CONSERVATION/  
PLANNING & ZONING DEPT.

- F. Demonstrate the need of the proposed development at this location. No development  
Just Creating a 2 Ac. Parcel.
- G. What is the availability of alternative locations? Be specific. No Alternative  
These are the lands owned by the Sebastians.
- H. If cropland is being consumed by this Zone Change, what is the productivity of the agricultural lands involved?  
No cropland.
- I. If cropland is being consumed by this zone change, explain how the proposed development will be located to minimize the amount of agricultural land converted. No Cropland

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

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

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

7. Petitioner's Signature [Signature] Phone 715-241-0947 Date 4-19-19

8. Owner's Signature Alice Sebastian Phone 715-374-8949 Date 4-22-19  
*(If different)*

Date Fee Received: 5-14-19

Fee **\$600.00** PAYABLE TO MARATHON COUNTY

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

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APR 27 2019



**LEGEND**

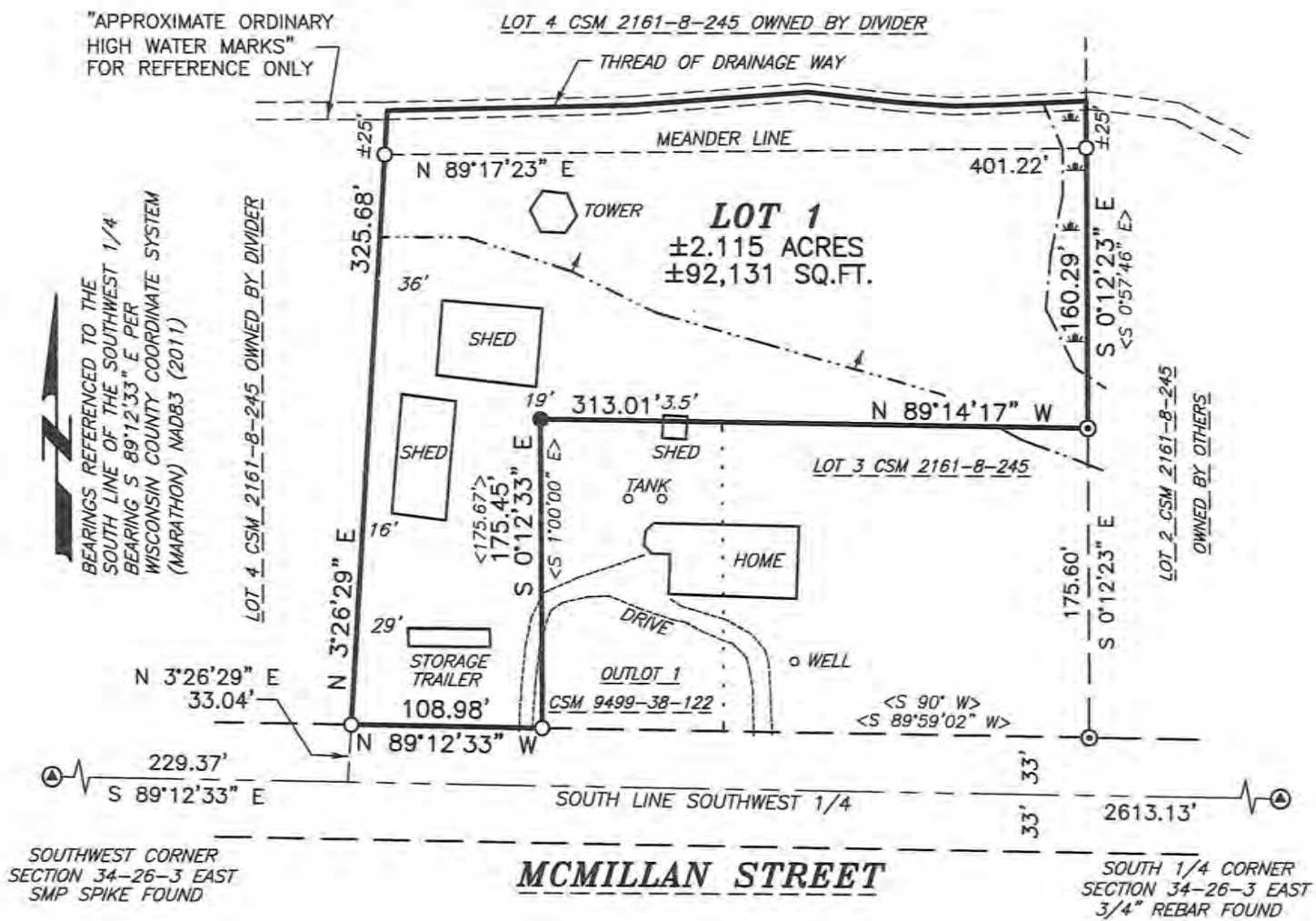
- ⊕ = GOVERNMENT CORNER LOCATION PER COUNTY SURVEY RECORDS
- = 1.315" OUTSIDE DIAMETER x 24" IRON PIPE 1.68 POUNDS PER FOOT SET
- = 7/8" x 24" REBAR 1.502 POUNDS PER FOOT SET
- ⊙ = 1.315" OUTSIDE DIAMETER IRON PIPE FOUND IN PLACE
- < > = PREVIOUSLY RECORDED AS CSM = CERTIFIED SURVEY MAP



- - - - = APPROXIMATE LOCATION OF FLOOD PLAIN PER FEMA MAPPING. AN ELEVATION SURVEY WOULD BE NEEDED TO VERIFY THE LOCATION.
- - - - = APPROXIMATE LOCATION OF WETLANDS PER DNR INVENTORY MAPPING. DELINEATION WOULD BE NEEDED TO VERIFY THE LOCATION.

"ANY LANDS BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION."

"APPROXIMATE ORDINARY HIGH WATER MARKS" FOR REFERENCE ONLY



LESS FROM THE THREAD OF THE DRAINAGE WAY AND THE END OF THE MEANDER LINE; THENCE S 0°12'23" E ALONG THE EAST LINE OF SAID LOT 4 160.29 FEET; THENCE N 89°14'17" W ALONG THE NORTH LINE OF LOT 3 OF CERTIFIED SURVEY MAP NUMBER 2161 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NUMBER 9499 313.01 FEET; THENCE S 0°12'33" E ALONG THE WEST LINE OF SAID OUTLOT 1 175.45 FEET TO THE NORTH LINE OF MCMILLAN STREET; THENCE N 89°12'33" W ALONG THE NORTH LINE OF MCMILLAN STREET 108.98 FEET TO THE POINT OF BEGINNING. INCLUDING ALL LANDS LYING BETWEEN THE MEANDER LINE AND THE THREAD OF THE DRAINAGE WAY. 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 CERTIFIED SURVEY MAP THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH SECTION 236.34 OF THE WISCONSIN STATUTES IN SURVEYING, MAPPING AND DIVIDING THE LANDS, CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE AND THE LAND DIVISION ORDINANCE OF MARATHON COUNTY AND THE TOWN OF MCMILLAN, ALL TO THE BEST OF MY KNOWLEDGE AND BELIEF IN SURVEYING, DIVIDING AND MAPPING THE SAME.



TIMOTHY G. VREELAND P.L.S. 2291

DATED THIS 27TH DAY OF MARCH, 2019  
SURVEY PERFORMED OCTOBER 17TH, 2018

APPROVED FOR RECORDING UNDER  
THE TERMS OF THE MARATHON  
COUNTY LAND DIVISION REGULATIONS.

BY \_\_\_\_\_

DATE \_\_\_\_\_  
MARATHON CO. CONSERVATION,  
PLANNING & ZONING DEPT.  
CPZ TRACKING NO \_\_\_\_\_

REVIEWED AND APPROVED FOR  
RECORDING BY THE TOWN OF  
MCMILLAN.

DATE: \_\_\_\_\_

\_\_\_\_\_  
TOWN OF MCMILLAN





# Land Information Mapping System



### Legend

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

135.33 0 135.33 Feet



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

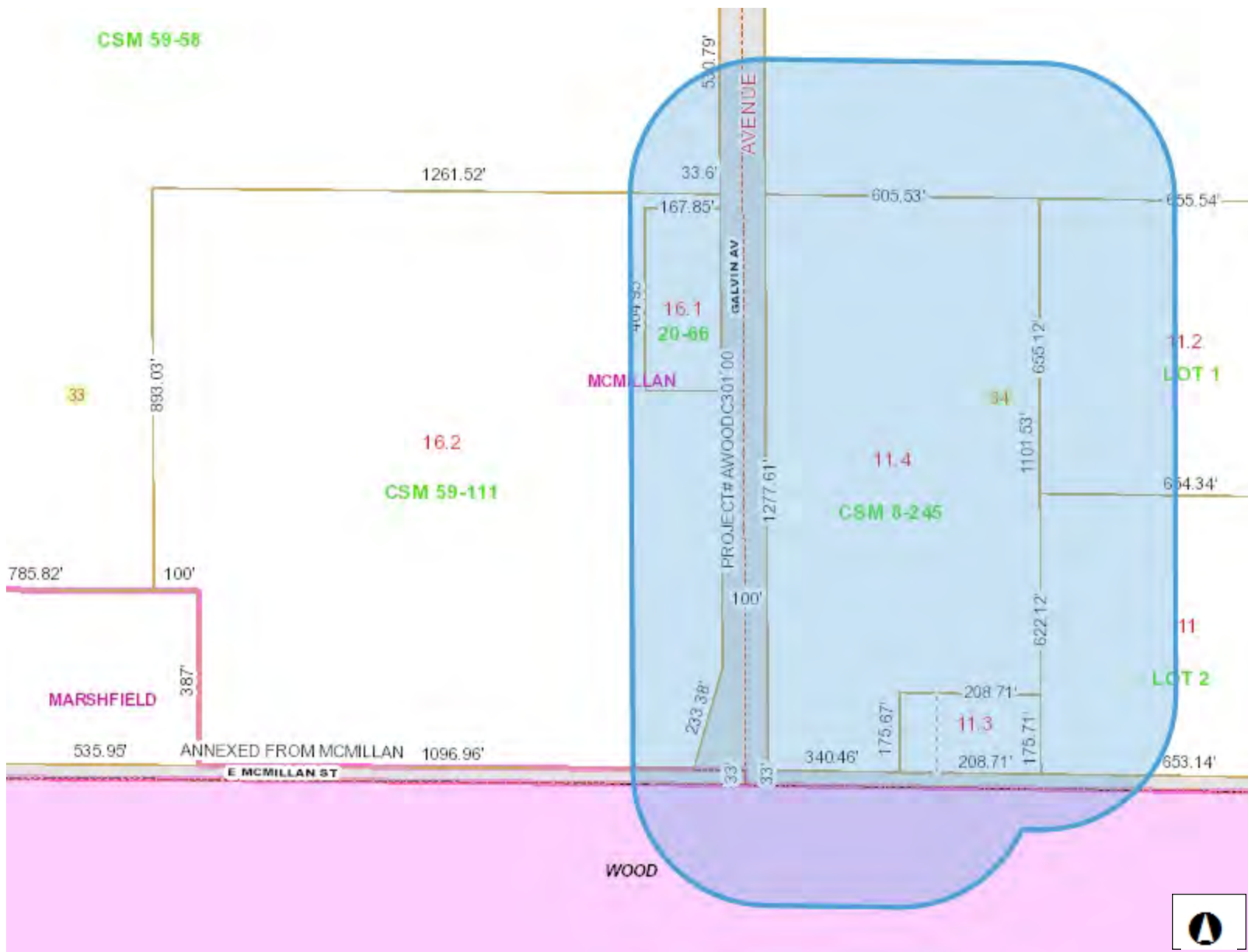
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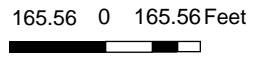
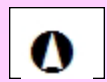
### Notes



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- ### Legend
- Parcel Annotations
  - Parcels
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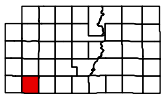
NAD\_1983\_HARN\_WISCRS\_Marathon\_County\_Feet

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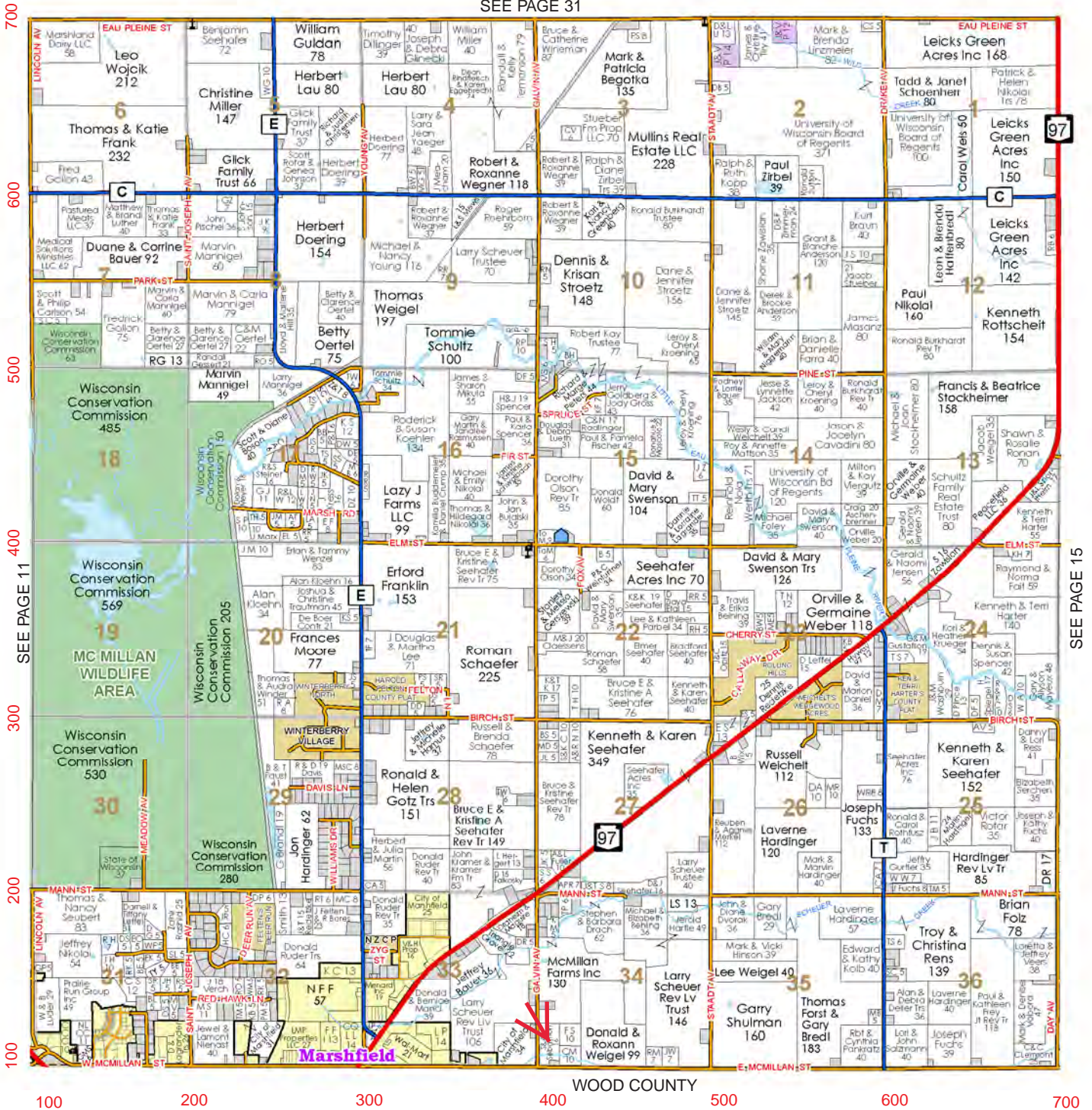
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**Notes**





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 Marshfield

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 PATIO AND RETAINING BLOCK  
 SATURDAY A.M. DELIVERY • HEATED IN WINTER  
 SAND & STONE • REINFORCING MATERIALS  
 OUTDOOR KITS • BRICK • CONCRETE PRODUCTS  
 CHIMNEY & FIREPLACE SUPPLIES



STATE OF WISCONSIN )  
MARATHON COUNTY )  
TOWN OF MCMILLAN )

**RESOLUTION ON ZONING ORDINANCE AMENDMENT**

TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE

I, Tanya Holcomb, Clerk of the Town of McMillan, Marathon County, State of Wisconsin, do hereby certify that the following is a true and correct copy of a resolution adopted by the Town of McMillan Town Board at a meeting held on the 10<sup>th</sup> day of June, 2019.

RESOLUTION

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

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

NOW, THEREFORE BE IT RESOLVED that the Town of McMillan Town Board considered on the 10<sup>th</sup> day of June, 2019, petition by Tim Vreeland on behalf of Siegfried & Alice Sebastian to amend the Marathon County Zoning Ordinance from R-E, Rural Estate to R-R, Rural Residential; Part of the W 1/2 of the SW 1/4 of the SW 1/4 of Section 34, Township 26 North, Range 3 East, Town of McMillan, proposed as Lot #1 (approximately 2.115 acres) of the Preliminary Certified Survey Map submitted by Vreeland Associates, Inc. Part of parent parcel PIN# 056-26-03-343-0992.

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

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

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

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

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

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

Dep. Clerk Laura Lohm  
 Town Board Debra DeJesus

NOTE: If you recommend disapproval of this request, please make every effort to send a representative to the Environmental Resources Committee Public Hearing. Town input at the hearing is always appreciated. Please return this form before July 2, 2019 to:

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



**Alice Sebastian  
Petition to Rezone Land  
Staff Report  
Environmental Resources Committee**

**Findings of Fact**

**REQUEST:**

The petition of Tim Vreeland on behalf of Siegfried & Alice Sebastian to amend the Marathon County Zoning Ordinance from R-E, Rural Estate to R-R, Rural Residential described as part of the W 1/2 of the SW 1/4 of the SW 1/4 of Section 34, Township 26 North, Range 3 East, Town of McMillan, proposed as Lot #1 (approximately 2.115 acres) of the Preliminary Certified Survey Map submitted by Vreeland Associates, Inc. Part of parent parcel PIN# 056-2603-343-0992 with a property address of 200123 Galvin Avenue, Marshfield WI 54449.

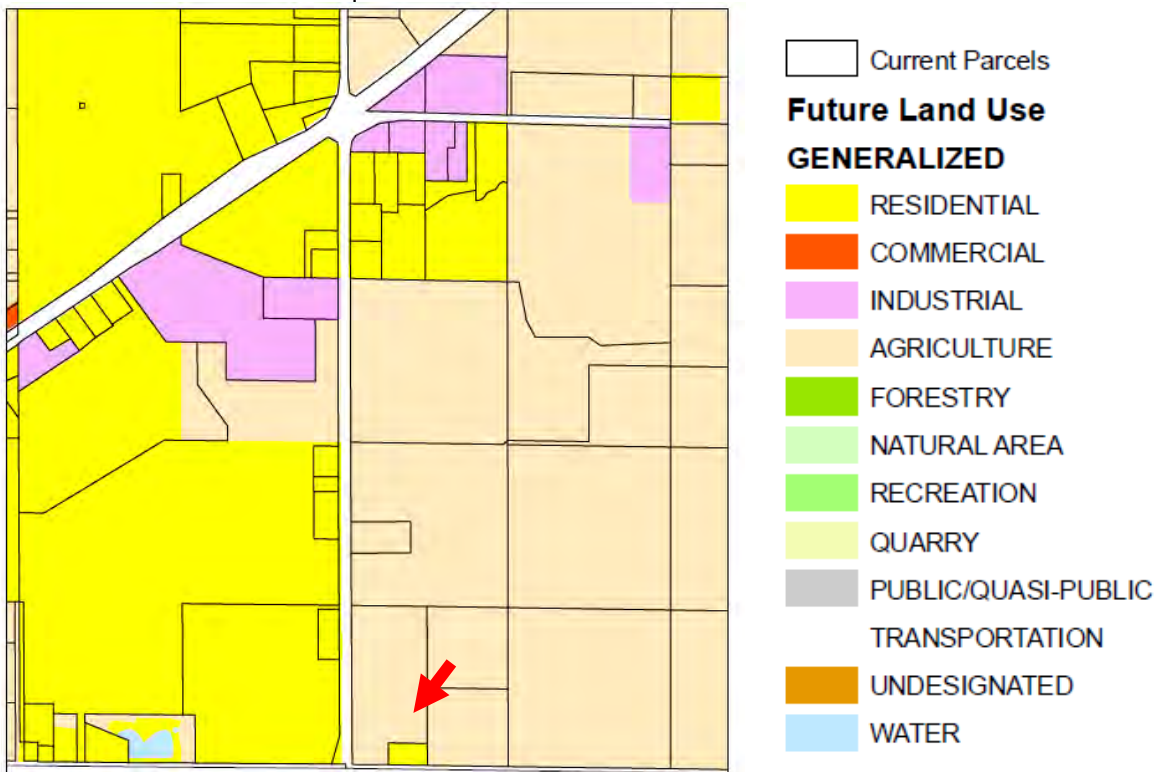
**EXISTING ZONING DISTRICT:**

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

**PROPOSED ZONING DISTRICT:**

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

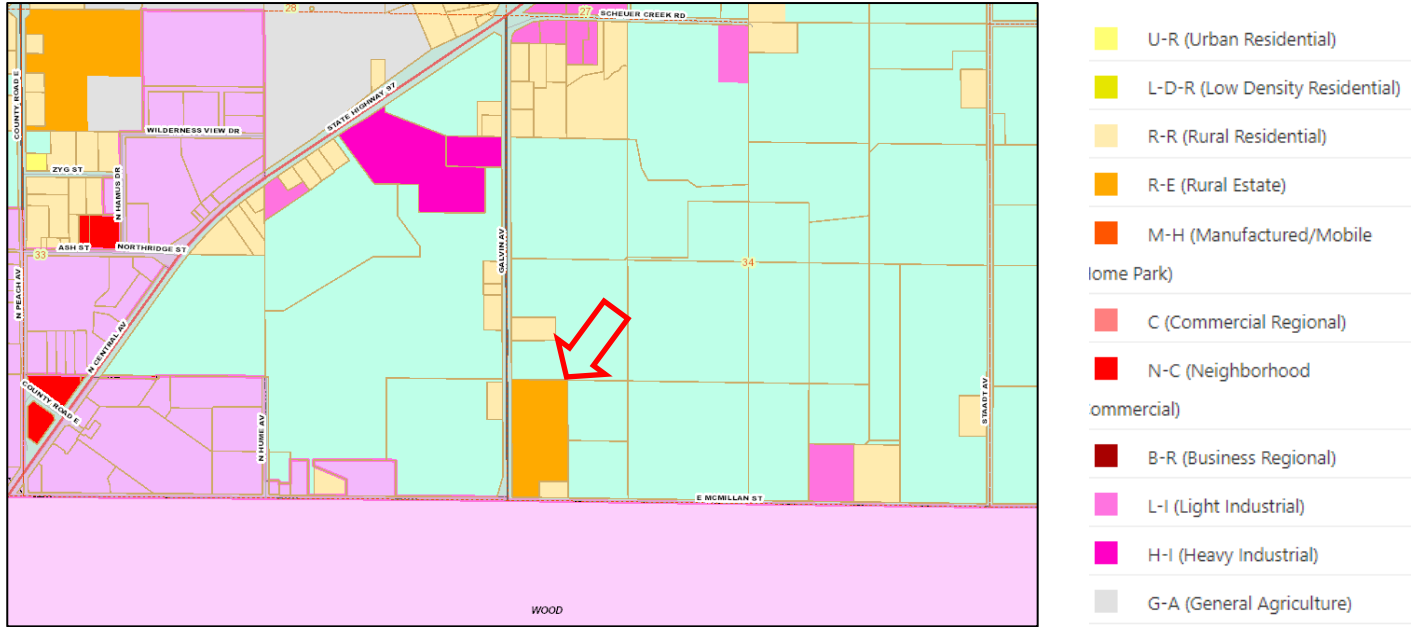
**TOWN COMPREHENSIVE PLAN FUTURE LAND USE:** The proposed area to be rezoned is identified to be for Agriculture uses in the Town of McMillan’s Comprehensive Plan Future Land Use Map. The adjacent lands are comprised primarily of Agriculture and Residential land Uses. There is currently a home on the parcel proposed to be rezoned with a residential lot to the south/south east of the area in question.





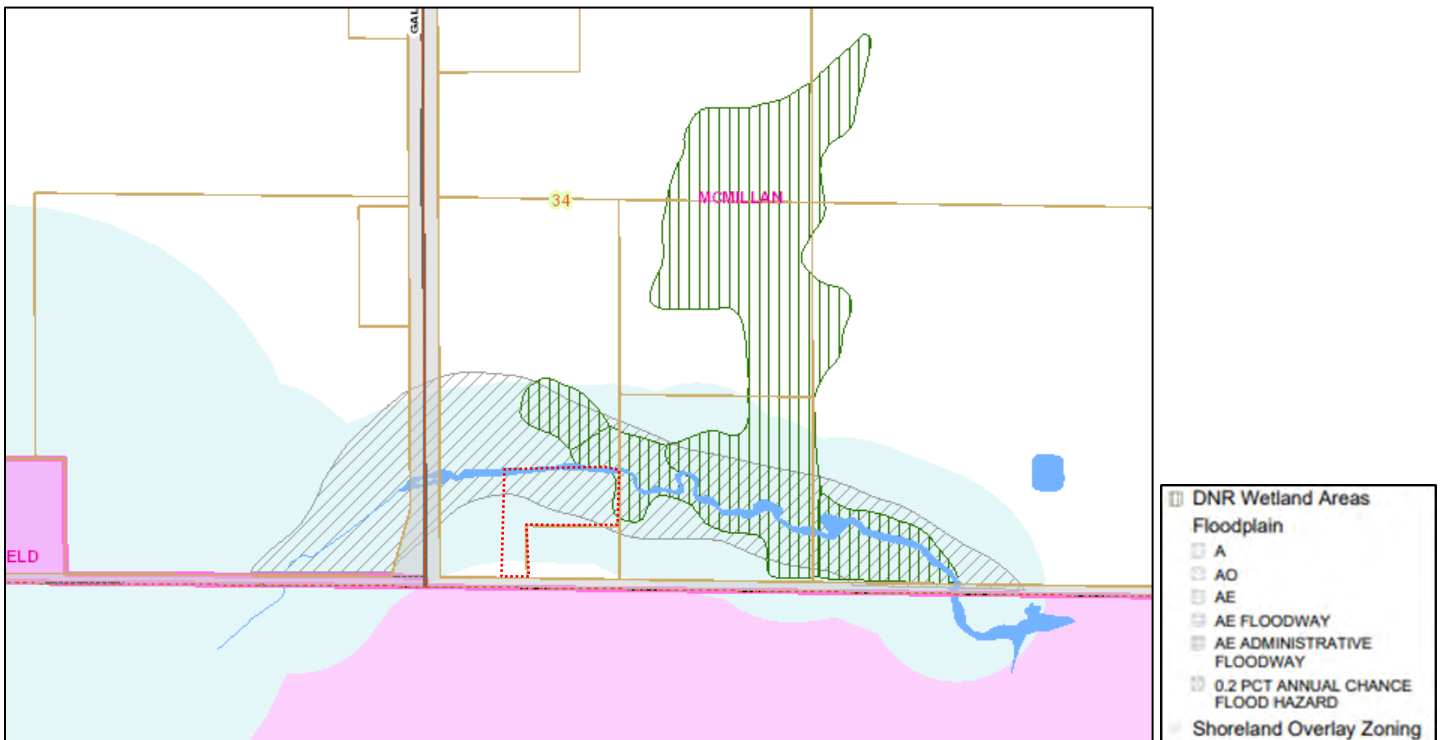
**FARMLAND PRESERVATION PLAN:** This parcel was not designated as a farmland preservation area in the Farmland Preservation Plan in 2013. Designating this land as a farmland preservation area would have indicated the land consists of prime agricultural land and supports the agriculture economy.

**EXISTING ZONING DISTRICT MAP:** Adjacent parcels are predominantly zoned Farmland Preservation (Teal) with a few Light Industrial (Dark Pink) and Rural Residential (Tan) parcels in the area. This parcel is also across the street from the border of Marathon County and Wood County (shown in light purple) as well is near the eastern boarder of the City of Marshfield's city limits.

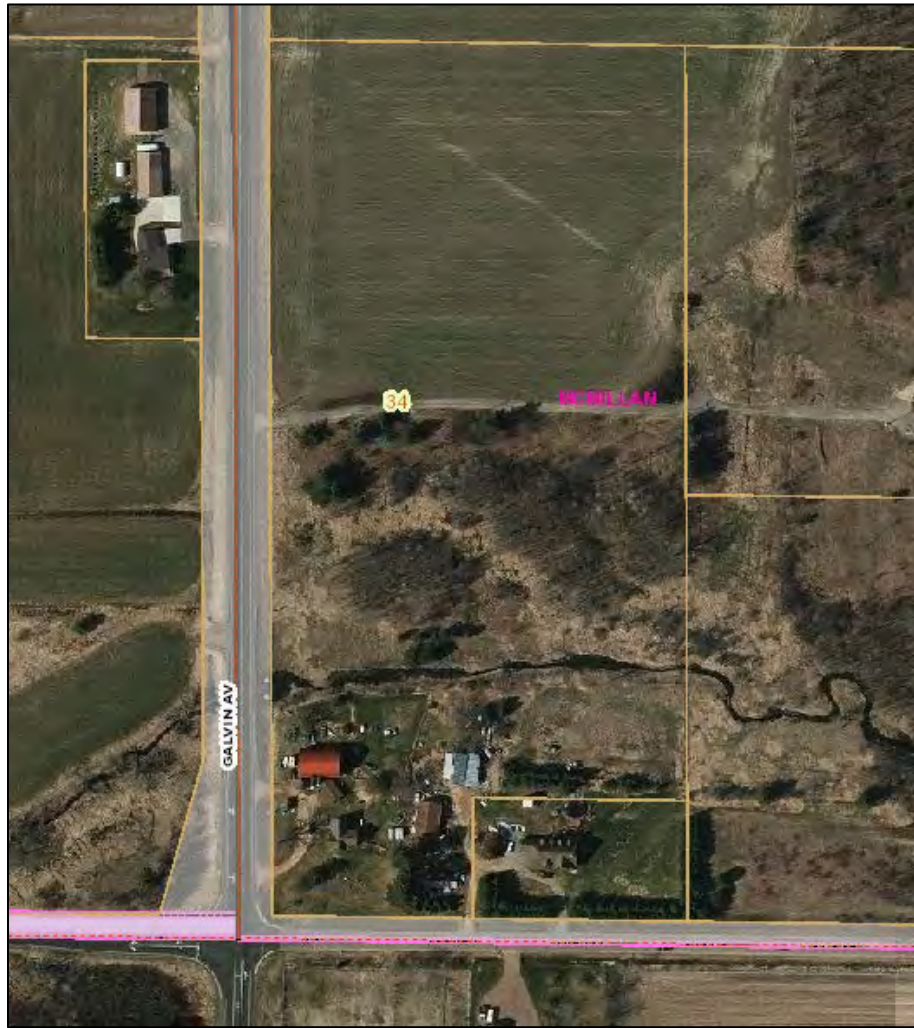


**Light Purple = Municipality or Wood County (outside Marathon County zoning jurisdiction)**

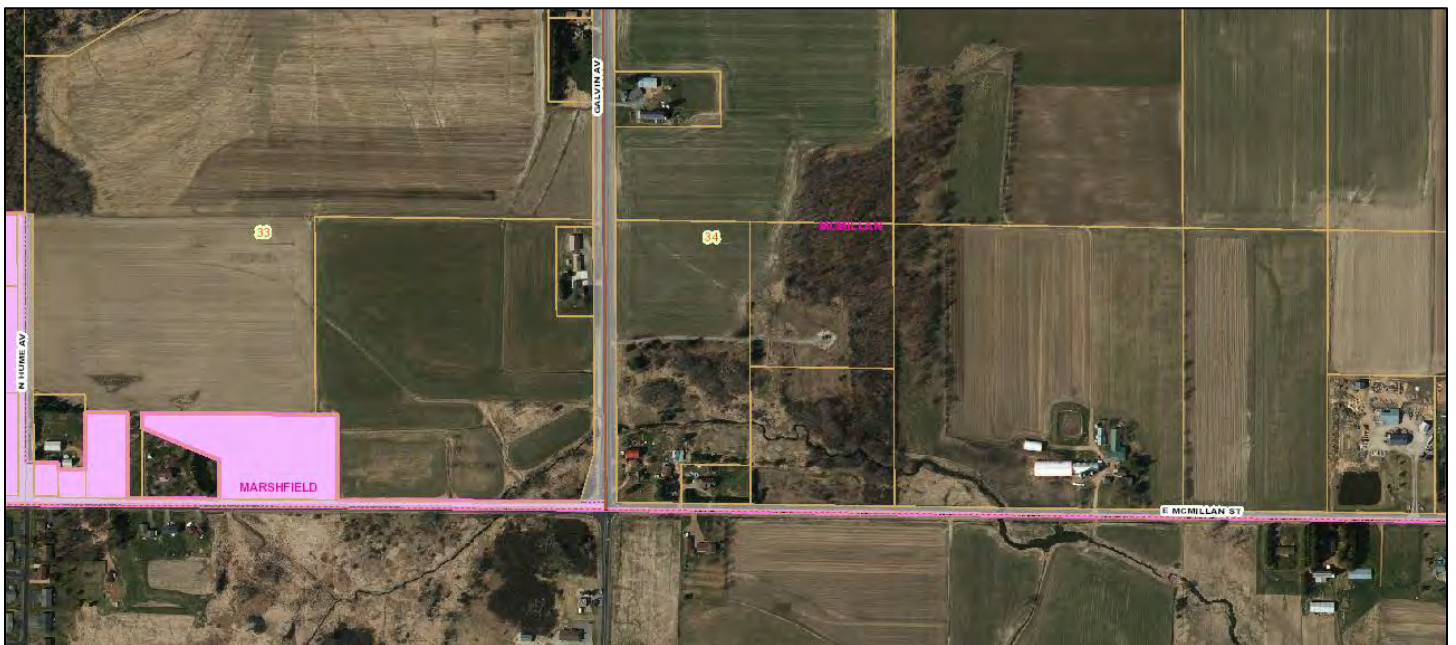
**SIGNIFICANT PARCEL LIMITATIONS OR NATURAL FEATURES:** There is some FEMA mapped Floodplain (Zone A), shoreland overlay areas, and a small portion of the lot covered by DNR wetlands on the section of the parcel proposed to be rezoned. The parcel in question may require a Letter of Map Amendment (LOMA) based on a Regional Flood Elevation or other documentation supported by FEMA to build accessory or principle structures on the property (location dependent) due to the Mapped Floodplain (Zone A) along the stream (deemed navigable).



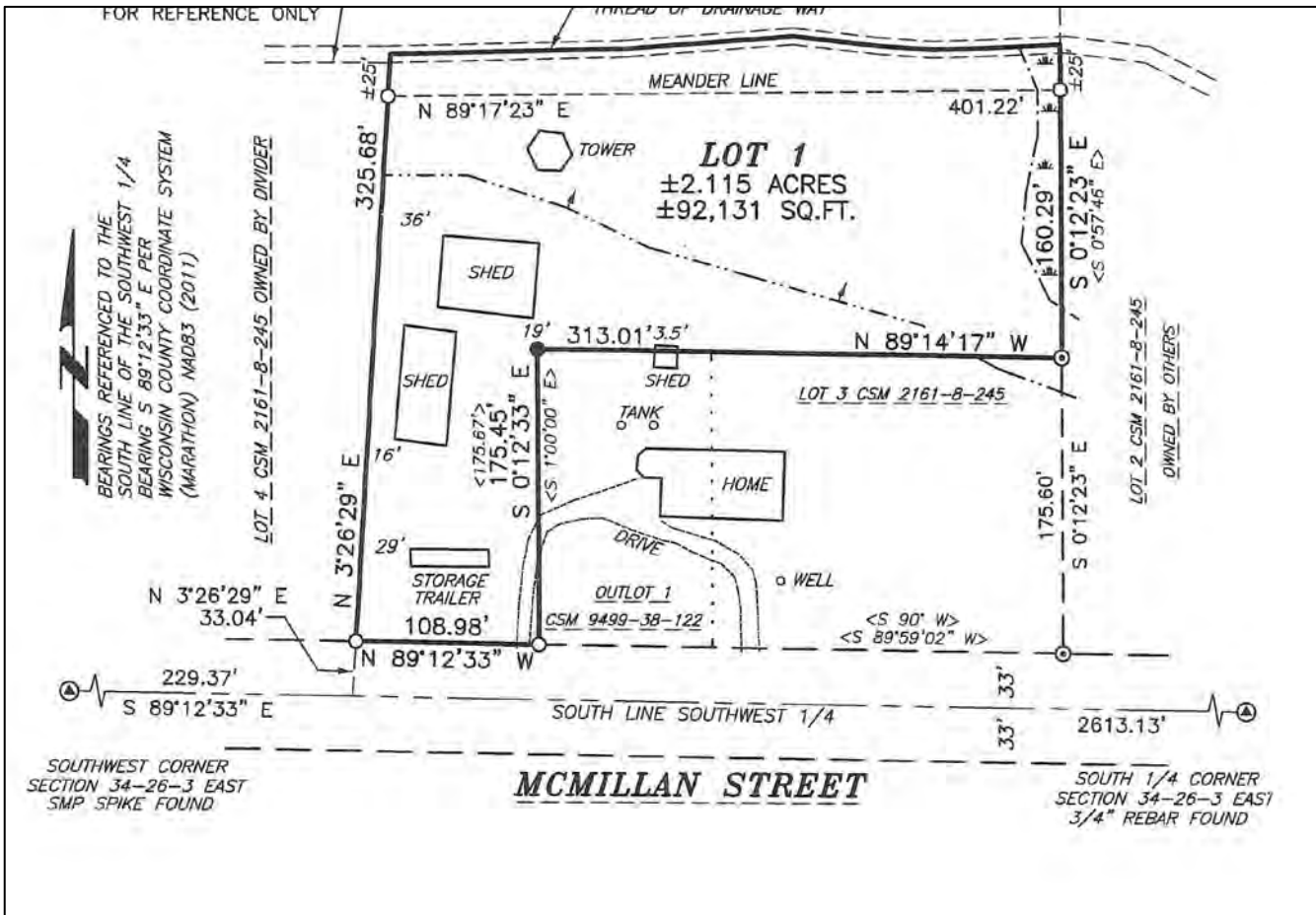
**AERIAL PHOTO: #1**



**AERIAL PHOTO: #2**



**Preliminary Certified Survey Map:**



The Storage Trailer and north most shed will be demolished and removed from the property to make room for access (existing driveway) and a potential building site for a single family home. The existing driveway will be used for access to the newly created parcel and will result in two individual driveways instead of one U shaped driveway.



**TOWN RECOMMENDATION:**

On June 10<sup>th</sup>, 2019 The **Town of McMillan** Town Board Recommended Approval to Marathon County's Environmental Resources Committee.

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

No     Yes Explain: \_\_\_\_\_

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

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

---

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

Dep. Clerk Latti Lohm  
Town Board Debra Dejzys

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

The Town of McMillan should updated their comprehensive plan, zoning, and future land use maps to reflect the proposed rezone to Rural Residential (R-R) from Rural Estate (R-E). The proposed rezone will not conflict with adjacent land uses or zoning districts as the use of the property will not change and will remain single family residential, but will allow for another home to be built in the area. The current property owner will be selling the newly created lot to her son, whom currently lives in the home directly to the south/south east of the parent parcel in question. There is no apparent conflict with the Marathon County Comprehensive Plan as it relates to the proposed rezone, nor are there any apparent conflicts with local regulation(s) or restrictions.

All the rezone criteria and "Standards for Rezoning" [application section #4 (A through I)] have been addressed and the Town of McMillan has no concerns or issues with the proposed rezone or the effect it may have on the local community.

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

**Recommendation:**

Based on the information provided and the feedback from the Town of McMillan, CPZ staff finds the Environmental Resources Committee should recommend **Approval** to Marathon County Board of Supervisors.



**Case: #2**  
**Environmental Resources Committee**  
**Decision Form**

**Conclusions of Law**

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

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

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

agree       disagree       insufficient information

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

agree       disagree       insufficient information

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

agree       disagree       insufficient information

---

---

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

agree       disagree       insufficient information

---

---

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

agree       disagree       insufficient information

---

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

agree       disagree       insufficient information

---

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**Environmental Resources Committee Decision**

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

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

Specify reasons for denial, or additional information requested:

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

Describe recommended amendments:

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Signature:

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



PETITION FOR ZONE CHANGE  
BEFORE THE MARATHON COUNTY BOARD OF SUPERVISORS

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

Dennis Bergs & Diane Bergs  
1205 W 21st St. Edgar, WI 54426

hereby petition to rezone property owned by (Name & Address): Dennis Bergs & Diane Bergs  
1205 W 21st St. Edgar, WI 54426

from the classification G-A, to RR(2).

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

see survey map

Parcel Identification Number (PIN): 066-2905-182-0993

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

single family residence

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

A. In detail, explain what public facilities and services serve the proposed development at present, or how they will be provided. Existing drive & utilities

B. Explain how the provision for these facilities will not be an unreasonable burden to local government. No additional facilities required

C. What have you done to determine that the land is suitable for the development proposed? Reviewed soil maps, verified with county hwy. department, town of Rib Falls

D. Explain what will have to be done so the development will not cause unreasonable air and water pollution, soil erosion or adverse effects on rare or irreplaceable natural areas. Nothing

E. Explain any potential for conflict with existing land uses in the area. None

(OVER)

- F. Demonstrate the need of the proposed development at this location. Former Farm field currently in pine plantation  
No one wants to farm small acreage
- G. What is the availability of alternative locations? Be specific. Other locations primarily Agriculture use
- H. If cropland is being consumed by this Zone Change, what is the productivity of the agricultural lands involved? Pine plantation
- I. If cropland is being consumed by this zone change, explain how the proposed development will be located to minimize the amount of agricultural land converted. Area for home will be minimal: Remnant will remain in pine plantation

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

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

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

7. Petitioner's Signature Dennis Bergs / Diane Bergs Phone 715 352-2253 Date 4/25/2019  
 8. Owner's Signature \_\_\_\_\_ Phone \_\_\_\_\_ Date \_\_\_\_\_  
 (If different)

Date Fee Received: 09/02/19

Fee ~~\$425.00~~ PAYABLE TO MARATHON COUNTY  
\$600.00

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



MARATHON COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_ VOL. \_\_\_\_\_ PG. \_\_\_\_\_  
 PART OF THE NORTH 1/2 OF THE FRACTIONAL NORTHWEST 1/4 OF SECTION 18, TOWNSHIP  
 29 NORTH, RANGE 5 EAST, TOWN OF RIB FALLS, MARATHON COUNTY, WISCONSIN

NW COR SEC 18  
 SMP FOUND PER  
 TIE SHEET

NE 1/4 COR SEC 18  
 SPIKE FOUND  
 PER TIE SHEET

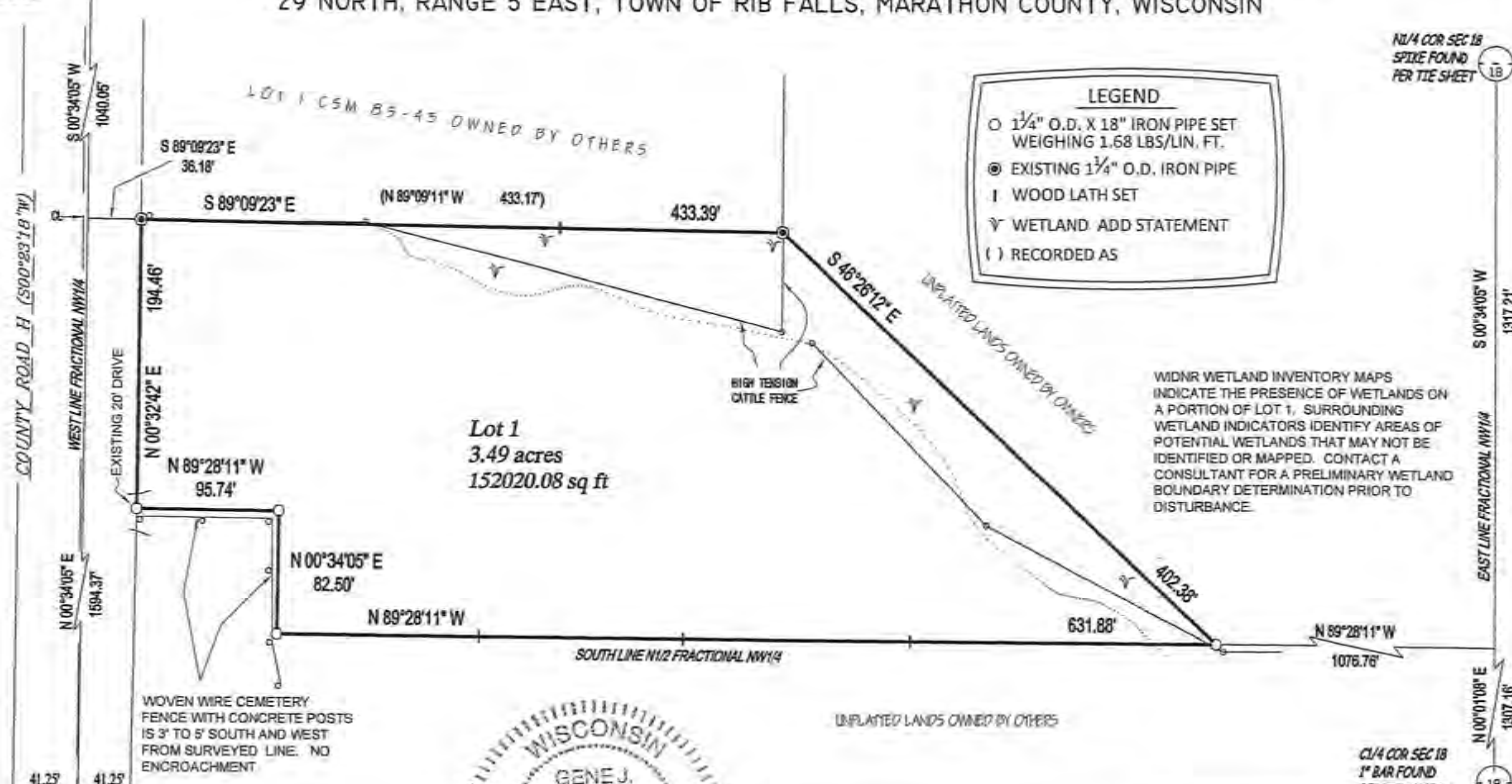
**LEGEND**

- 1 1/4" O.D. X 18" IRON PIPE SET WEIGHING 1.68 LBS/LIN. FT.
- ⊙ EXISTING 1 1/4" O.D. IRON PIPE
- | WOOD LATH SET
- ∇ WETLAND ADD STATEMENT
- ( ) RECORDED AS

ASSUMED BEARINGS REFERENCED TO THE WEST LINE OF THE FRACTIONAL NW 1/4 SEC. 18-29-5E S00°34'05"W 263.41±'

0 50 100  
 SCALE 1"=100'

W 1/4 COR SEC 18  
 SMP FOUND PER  
 TIE SHEET



SEE SHEET 2 FOR SURVEYOR NOTES, PROFESSIONAL ANALYSIS AND OPINIONS.

GENE J. WADZINSKI PLS. NO. 2400  
 SURVEY COMPLETED 5/1/2019

PREPARED FOR:  
 DENNIS & DIANE BERGS  
 1205 W 21ST STREET  
 EDGAR WI 54426

PROJECT #BergsDennis2

THIS DRAWING AND ALL INFORMATION CONTAINED THEREON IS THE PROPERTY OF ALL LAND DATA AND SHALL NOT BE COPIED OR USED EXCEPT FOR THE PURPOSE FOR WHICH IT IS EXPRESSLY FURNISHED.

**ALL LAND DATA**

GENE WADZINSKI  
 OWNER  
 211 S. 58TH AVENUE  
 WAUSAU WI 54401  
 PHONE: 715-218-5151  
 LLDEV1@AOL.COM

DRAWN BY: GW  
 SHEET 1 OF 2  
 FIELD COMPLETE  
 DATE: 4/25/2019

WIDNR WETLAND INVENTORY MAPS INDICATE THE PRESENCE OF WETLANDS ON A PORTION OF LOT 1. SURROUNDING WETLAND INDICATORS IDENTIFY AREAS OF POTENTIAL WETLANDS THAT MAY NOT BE IDENTIFIED OR MAPPED. CONTACT A CONSULTANT FOR A PRELIMINARY WETLAND BOUNDARY DETERMINATION PRIOR TO DISTURBANCE.

MARATHON COUNTY CERTIFIED SURVEY  
 MAP NO. \_\_\_\_\_ VOL. \_\_\_\_\_ PG. \_\_\_\_\_

PART OF THE NORTH 1/2 OF THE FRACTIONAL NORTHWEST  
 1/4 OF SECTION 18, TOWNSHIP 29 NORTH, RANGE 5 EAST,  
 TOWN OF RIB FALLS, MARATHON COUNTY, WISCONSIN

SURVEYOR CERTIFICATE

I, GENE J. WADZINSKI, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:  
 THAT I HAVE SURVEYED, DIVIDED AND MAPPED AT THE DIRECTION OF DENNIS AND DIANE BERGS, OWNERS, A  
 PARCEL OF LAND LOCATED IN PART OF THE NORTH 1/2 OF THE FRACTIONAL NORTHWEST 1/4 OF SECTION 18,  
 TOWNSHIP 29 NORTH, RANGE 5 EAST, TOWN OF RIB FALLS, MARATHON COUNTY, WISCONSIN AND IS MORE  
 PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 18; THENCE S00°34'05"W, ALONG THE WEST LINE OF  
 THE FRACTIONAL NORTHWEST 1/4, 1040.05 FEET; THENCE S89°09'23"E, TO THE SOUTHWEST CORNER OF LOT 1  
 OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 85 ON PAGE 43 IN THE MARATHON COUNTY REGISTER OF  
 DEEDS OFFICE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF "COUNTY ROAD H", 36.18 FEET TO THE  
 POINT OF BEGINNING. THENCE CONTINUING S89°09'23"E, ALONG THE SOUTH LINE OF SAID SURVEY, 433.39  
 FEET; THENCE S46°26'12"E, 402.38 FEET; THENCE N89°28'11"W, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF  
 THE FRACTIONAL NORTHWEST 1/4, 631.88 FEET; THENCE N00°34'05"E, ALONG THE EAST LINE OF A DEED  
 RECORDED IN VOLUME 84 ON PAGE 92 IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, 82.50 FEET;  
 THENCE N89°28'11"W, ALONG THE NORTH LINE OF SAID DEED, 95.74 FEET; THENCE N00°32'42"E, ALONG THE  
 EASTERLY RIGHT-OF-WAY LINE OF "COUNTY ROAD H", 194.46 FEET TO THE POINT OF BEGINNING.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED.  
 THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES,  
 CHAPTER A-67 OF THE WISCONSIN ADMINISTRATIVE CODE AND LAND DIVISION REGULATIONS OF THE COUNTY  
 OF MARATHON AND THE TOWN OF RIB FALLS IN SURVEYING, DIVIDING, AND MAPPING THE SAME.  
 THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYOR NOTES, PROFESSIONAL ANALYSIS AND OPINIONS.

1. THE W1/4 CORNER OF SECTION 7 AND THE SW CORNER OF SECTION 18 ALONG WITH THE SECTION CORNER SHOWN  
 OF THIS SURVEY WERE LOCATED AT THE TIME OF SURVEY. THE ANGLES SHOWN ON THE 1974 HIGHWAY PLANS  
 BETWEEN P.I'S ARE CORRECT FOR THOSE SECTION CORNERS. 1974 HIGHWAY PLANS INCORRECTLY STATE THE P.I AT  
 THE WEST 1/4 CORNER OF SECTION 18 IS 8.25 FEET EAST OF THE CORNERSTONE WHEN IN FACT THE CENTERLINE IS  
 LOCATED AT THE SECTION CORNER.

APPROVED FOR RECORDING UNDER  
 THE TERMS OF THE MARATHON CO.  
 LAND DIVISION REGULATIONS.

BY \_\_\_\_\_

DATE \_\_\_\_\_  
 MARATHON CO. CONSERVATION,  
 PLANNING AND ZONING DEPT.  
 CPZ TRACKING# \_\_\_\_\_



GENE J. WADZINSKI PLS NO. 2400  
 SURVEY COMPLETED 5/1/2019

PREPARED FOR:

DENNIS & DIANE BERGS  
 1205 W 21ST STREET  
 EDGAR WI 54426

PROJECT #: BergsDennis2Desc

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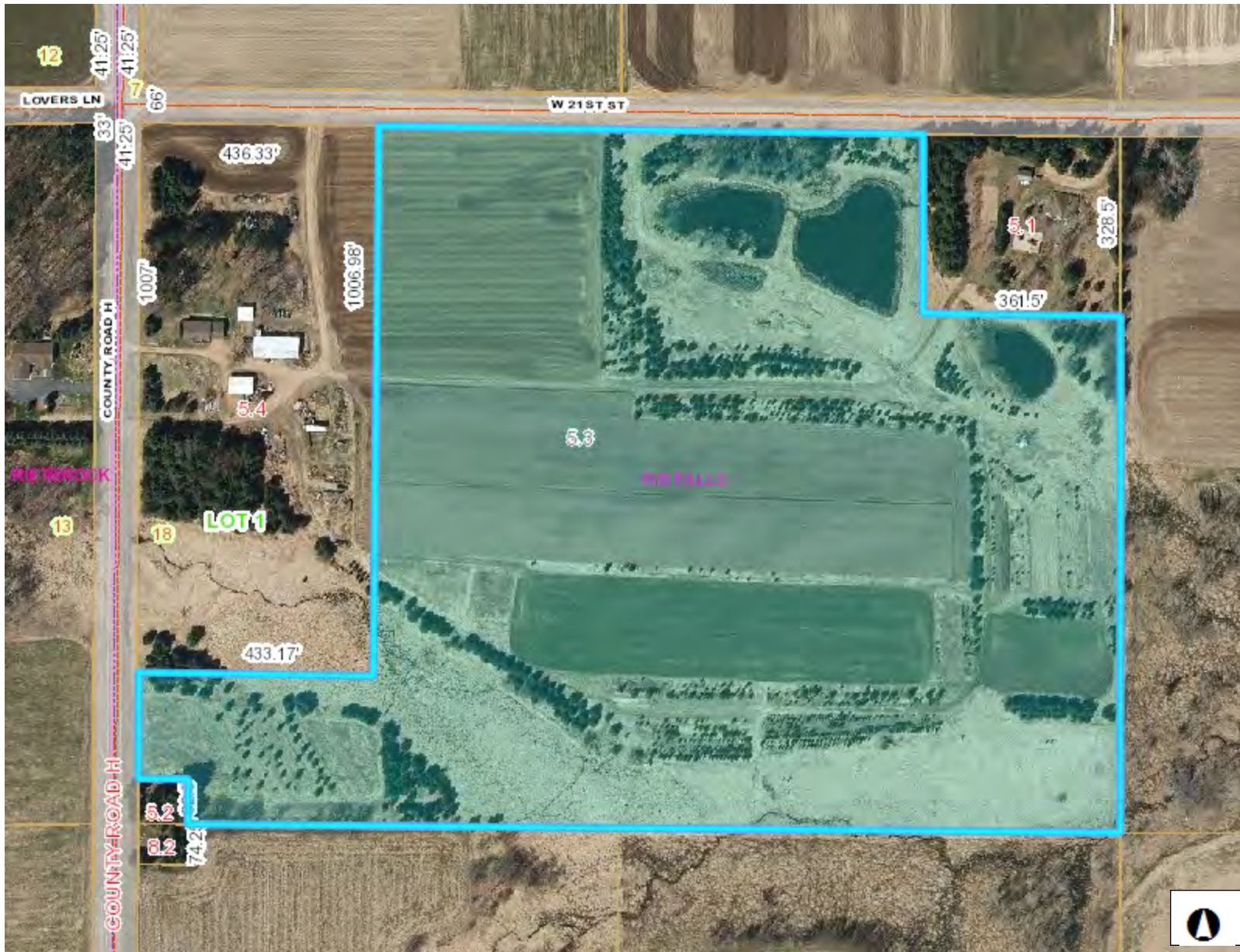
GENE WADZINSKI  
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DRAWN BY: GW  
 SHEET 2 OF 2  
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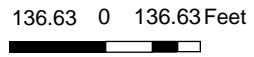




# Land Information Mapping System



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



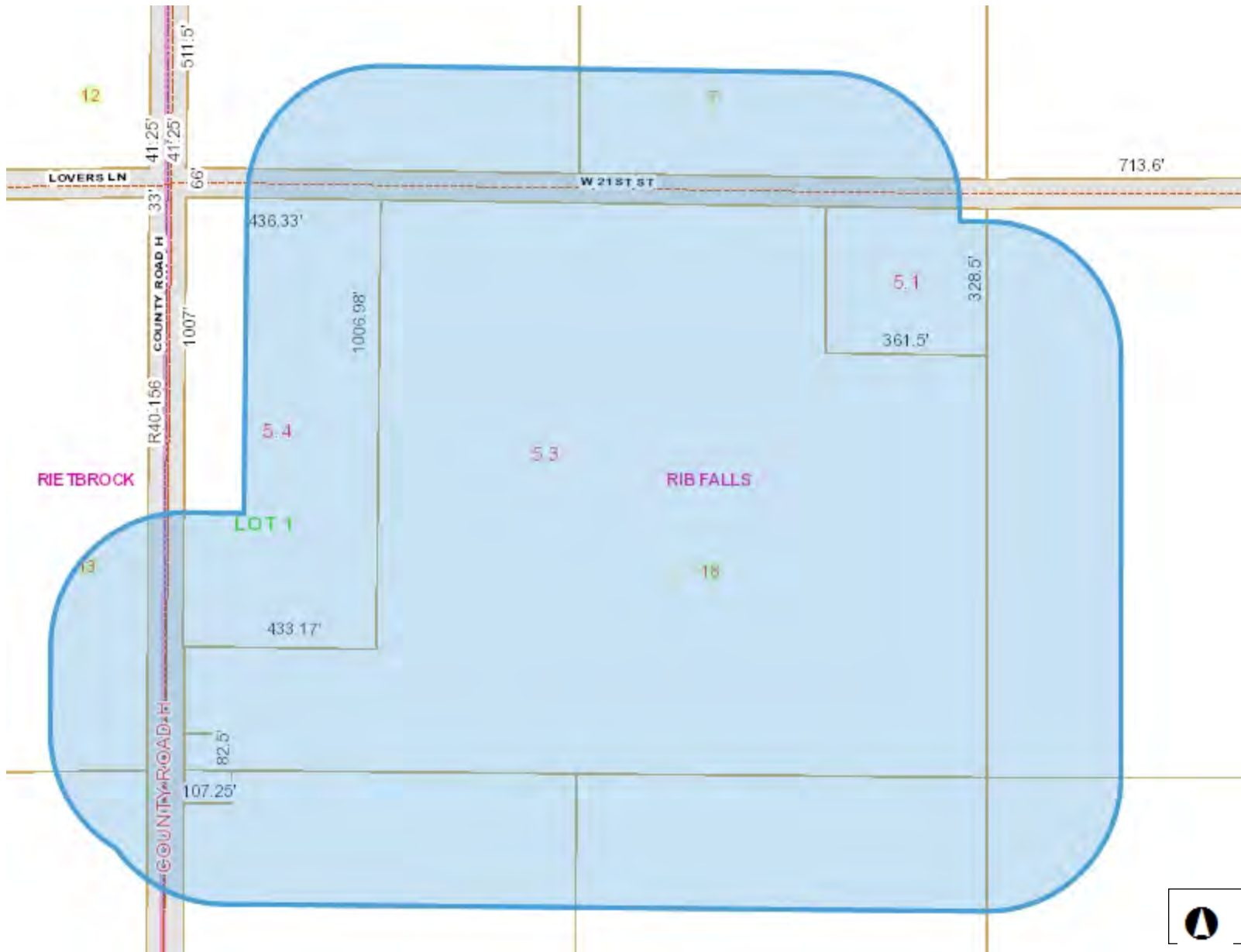
DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement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

### Notes

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

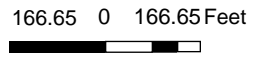
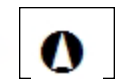


# Land Information Mapping System



### Legend

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

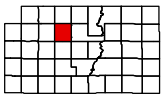


NAD\_1983\_HARN\_WISCRS\_Marathon\_County\_Feet

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### Notes



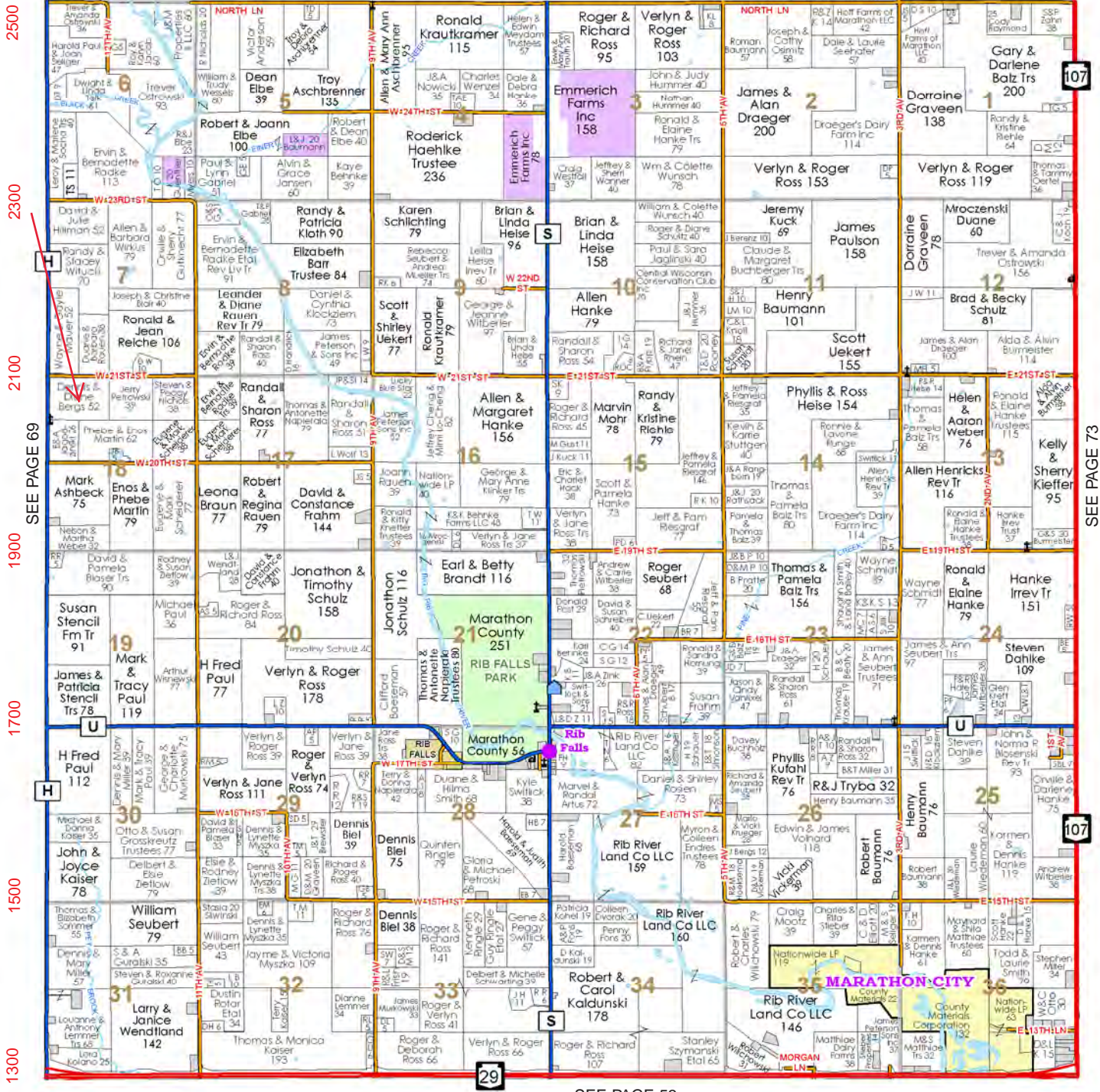


# Rib Falls

# Township 29N - Range 5E

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SEE PAGE 87



1300 1100 900 700 500 300 100

SEE PAGE 53



4-H's programs provide young people first-hand experience in utilizing alternative energy, conserving energy and learning how to limit humanity's impact on our environment.



STATE OF WISCONSIN )  
MARATHON COUNTY )  
TOWN OF RIB FALLS )

**RESOLUTION ON ZONING ORDINANCE AMENDMENT**

TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE

I, Alysia Seliger, Clerk of the Town of Rib Falls, Marathon County, State of Wisconsin, do hereby certify that the following is a true and correct copy of a resolution adopted by the Town of Rib Falls Town Board at a meeting held on the 11<sup>th</sup> day of JUN, 2019.

RESOLUTION

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

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

NOW, THEREFORE BE IT RESOLVED that the Town of Rib Falls Town Board considered on the 11<sup>th</sup> day of June, 2019, petition by Dennis & Diane Bergs to amend the Marathon County Zoning Ordinance from G-A, General Agriculture to R-R, Rural Residential described as part of the N 1/2 of the fractional NW 1/4 of Section 18, Township 29 North, Range 05 East, Town of Rib Falls. Proposed as Lot #1 (approximately 3.49 acres) on Preliminary Certified Survey Map (CSM) submitted by All Land Data Surveying Company: Part of Parent Parcel Pin# 066-2905-182-0993.

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

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

No

Yes

Explain:

no additional services required.

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

No

Yes

Explain:

NA

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

No

Yes

Explain:

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

No

Yes

Explain:

no impacts proposed

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

No

Yes

Explain:

(OVER)

- 6) Has the applicant demonstrated the need for the proposed development at this location? Explain.  
 No  Yes Explain: \_\_\_\_\_
- 7) Has the applicant demonstrated the availability of alternative locations? Be specific  
 No  Yes Explain: NA
- 8) Is cropland is being consumed by this zone change? What is the productivity of the agricultural lands involved?  
 No  Yes Explain: \_\_\_\_\_
- 9) Has the applicant explained how the proposed development will be located to minimize the amount of agricultural land converted?  
 No  Yes Explain: NA
- 10) Is proposed rezone request consistent with the town's adopted Comprehensive Plan? Explain.  
 No  Yes Explain: \_\_\_\_\_
- 11) Is there anything else the Town wishes to present or comment on regarding this application to the Marathon County Environmental Resources (ERC) Committee?  
 No  Yes Explain: Moss's requirement + compat. 56.

The Town of Rib Falls recommends:  Approval  Disapproval of the amendment and/or zone change.

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

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

Clerk Alycia Anna  
 Town Board W.R. Hunsaker  
Ryan J. DeBruin  
John J. Hummer

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

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



**Dennis & Diane Bergs  
Petition to Rezone Land  
Staff Report  
Environmental Resources Committee**

**Findings of Fact**

**REQUEST:**

The petition of Dennis & Diane Bergs to amend the Marathon County Zoning Ordinance from G-A, General Agriculture to R-R, Rural Residential described as part of described as part of the N ½ of the fractional NW ¼ of Section 18, Township 29 North, Range 05 East, Town of Rib Falls. Proposed as Lot #1 (approximately 3.49 acres) on Preliminary Certified Survey Map (CSM) submitted by All Land Data Surveying Company: Part of parent parcel PIN# 066-2905-182-0993.

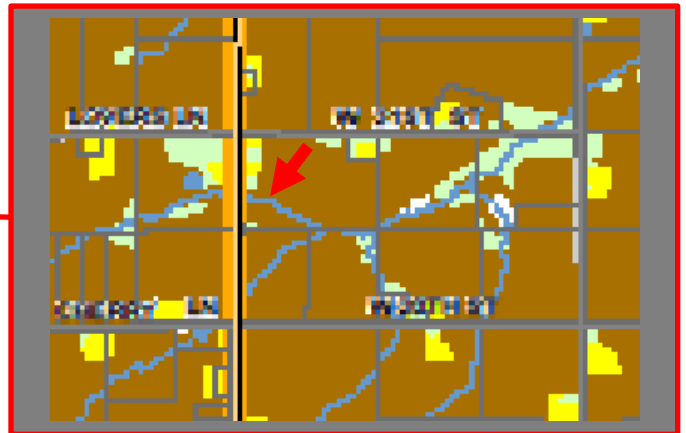
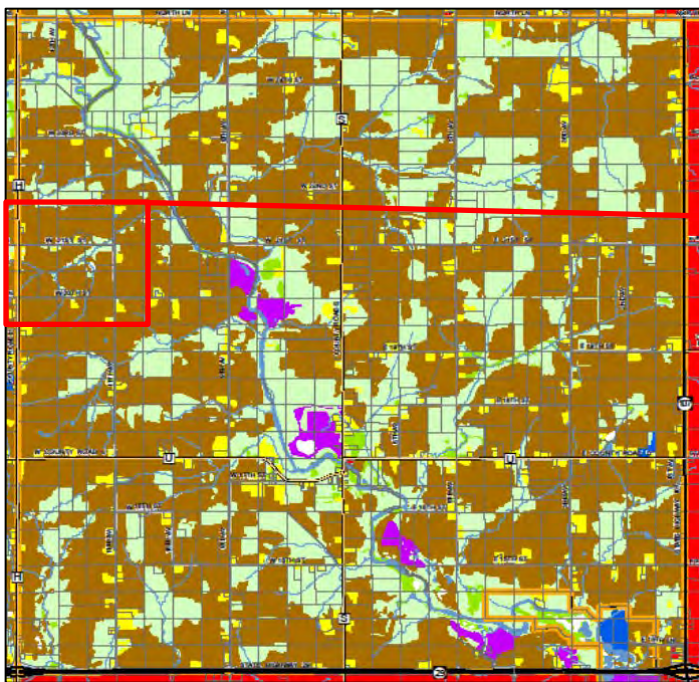
**EXISTING ZONING DISTRICT:**

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

**PROPOSED ZONING DISTRICT:**

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

**TOWN COMPREHENSIVE PLAN FUTURE LAND USE:** The proposed area to be rezoned is identified primarily shown as Agriculture uses in the Town of Rib Falls Comprehensive Plan Future Land Use Map (2017 Plan update with 2006 Map). The adjacent lands are comprised primarily of Agriculture (Brown) and Residential (Yellow) uses.

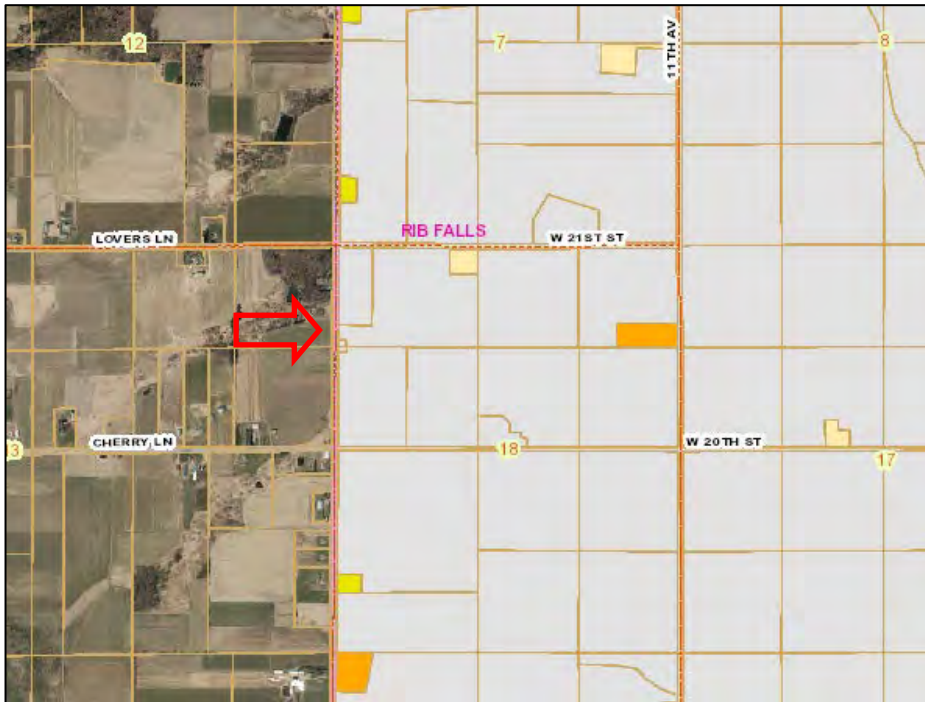


Legend			
	US Highway		PUBLIC/QUASI-PUBLIC
	State Highways		AGRICULTURE
	County Highways		COMMERCIAL
	Local Roads		FORESTRY
	Minor Civil Divisions		INDUSTRIAL
	Parcels		NATURAL AREA
			QUARRY
			RECREATION
			RESIDENTIAL
			TRANSPORTATION

**FARMLAND PRESERVATION PLAN:** This parcel was not designated as a farmland preservation area in the Farmland Preservation Plan in 2013. Designating this land as a farmland preservation area would have indicated the land consists of prime agricultural land and supports the agriculture economy.



**EXISTING ZONING DISTRICT MAP:** Adjacent parcels are predominantly zoned General Agriculture (Grey) with a few Rural Estate (Orange), Rural Residential (Tan), and Low Density Residential (yellow) parcels in the area. The parcel in question abuts County Road H with the Town of Rietbrock on the other side of the County highway.



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

**SIGNIFICANT PARCEL LIMITATIONS OR NATURAL FEATURES:** There are some DNR mapped wetlands to the East and Northeast portions of the lot with no FEMA mapped floodplain areas. Most of the parcel to be created and rezoned is covered by the shoreland overlay district due to a stream and pond being located in close proximity.



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

*Red boundary shows the approximate location of proposed parcel to be rezoned and created by CSM, for specifics and exact distances and dimensions see the attached Certified Survey Map.*



**AERIAL PHOTO: #1**

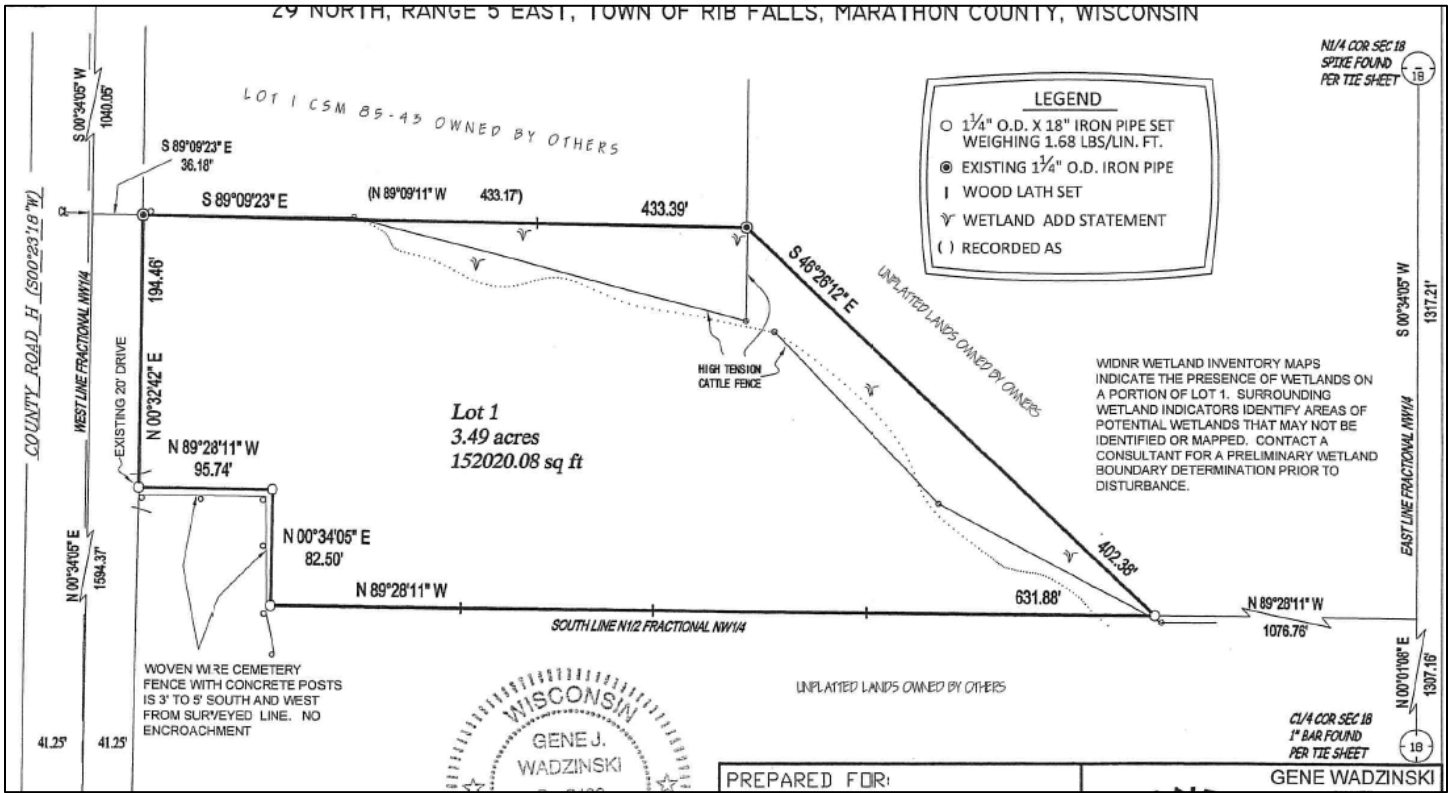


**AERIAL PHOTO: #2**





**Existing Certified Survey Map:**



**TOWN RECOMMENDATION:**

On June 11<sup>th</sup>, 2019 The **Town of Rib Falls** Town Board Recommended Approval to Marathon County's Environmental Resources Committee.

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

No     Yes Explain: Meets requirement + compat. 56.

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

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

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

Clerk: Alycia Miller

Town Board: John W. Hunsaker  
Ryan J. DeBruin  
John J. Hummer



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

The Town of Rib Falls should updated their comprehensive plan, zoning, and future land use maps to reflect the proposed rezone to Rural Residential (R-R) from General Agriculture (G-A).The proposed rezone will not conflict with adjacent land uses or zoning districts. It was noted by the applicant the area to be rezoned has an existing driveway and is currently in Pine Planation, as the acreage is too small for others to want to farm, and other locations would be in primary agriculture lands. Applicant reviewed soils map and consulted with County Highway Department and Town of Rib Falls to ensure the location and proposal was appropriate. There is no apparent conflict with the Marathon County Comprehensive Plan as it relates to the proposed rezone, nor are there any apparent conflicts with local regulation(s) or restrictions.

All the rezone criteria and “Standards for Rezoning” [application section #4 (A through I)] have been addressed and the Town of Rib Falls has no concerns or issues with the proposed rezone or the effect it may have on the local community.

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

**Recommendation:**

Based on the information provided and the feedback from the Town of Rib Falls, CPZ staff find the Environmental Resources Committee should recommend **Approval** to Marathon County Board of Supervisors.

*Intentionally Left Blank*



**Case: #3**  
**Environmental Resources Committee**  
**Decision Form**

**Conclusions of Law**

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

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

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

agree       disagree       insufficient information

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

agree       disagree       insufficient information

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

agree       disagree       insufficient information

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

agree       disagree       insufficient information

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

agree       disagree       insufficient information

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

agree       disagree       insufficient information

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**Environmental Resources Committee Decision**

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

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

Specify reasons for denial, or additional information requested:

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

Describe recommended amendments:

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Signature:

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

PETITION FOR ZONE CHANGE  
BEFORE THE MARATHON COUNTY BOARD OF SUPERVISORS

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

Neal and Heidi Rueden  
113080 Cty Rd N, Colby WI 54421

hereby petition to rezone property owned by (Name & Address): Neal and Heidi Rueden  
113080 Cty Rd N Colby WI 54421

from the classification <sup>LDR</sup> GA, ~~AG~~ <sup>Low Density Res</sup> General Ag to RR, Residential

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

Parcel Identification Number (PIN): 026-2803-163-0989

3. The proposed change is to facilitate the use of the land for (be specific-list all proposed uses):  
Combining Blding with home property. Home is LDR  
and Blding are GA.

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

A. In detail, explain what public facilities and services serve the proposed development at present, or how they will be provided.  
Currently served by public utilities.

B. Explain how the provision for these facilities will not be an unreasonable burden to local government.  
No unreasonable burden. existing structures + parcel.

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

D. Explain what will have to be done so the development will not cause unreasonable air and water pollution, soil erosion or adverse effects on rare or irreplaceable natural areas.  
None expected. Existing.

E. Explain any potential for conflict with existing land uses in the area. No conflict.  
LDR to RR + GA to RA

(OVER)

F. Demonstrate the need of the proposed development at this location. Existing Homestead.

G. What is the availability of alternative locations? Be specific. None

H. If cropland is being consumed by this Zone Change, what is the productivity of the agricultural lands involved? No Cropland consumption

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

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

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

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

7. Petitioner's Signature Heidi Rueden Phone 715-571-5127 Date 5/13/19  
8. Owner's Signature Heidi Rueden Phone \_\_\_\_\_ Date 5/13/19  
(If different)

Date Fee Received: 5/21/19

**RECEIVED**  
Fee \$600.00 PAYABLE TO MARATHON COUNTY  
MAY 21 2019

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



# CERTIFIED SURVEY MAP

MARATHON COUNTY NO. \_\_\_\_\_

VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_

ALL OF LOT 1 OF CSM 9656 AND LOT 1 OF CSM 12124,  
 LOCATED IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF  
 SECTION 16, TOWNSHIP 28 NORTH, RANGE 3 EAST, TOWN  
 OF FRANKFORT, MARATHON COUNTY, WISCONSIN.

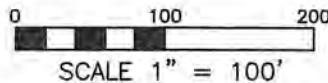
**VREELAND ASSOCIATES, INC.**  
 6103 DAWN STREET WESTON, WI. 54476  
 PH (715) 241-0947 OR TOLL FREE (866) 693-3979  
 FAX (715) 241-9826 tim@vreelandassociates.us

OWNER: **NEAL RUEDEN**

FILE #: R-305-19 RUEDEN

DRAFTED AND DRAWN BY: TIMOTHY G. VREELAND

SHEET 1 OF 2 SHEETS



### LEGEND

- Ⓐ = GOVERNMENT CORNER LOCATION PER COUNTY SURVEY RECORDS
- = 1.315" OUTSIDE DIAMETER x 24" IRON PIPE 1.68 POUNDS PER FOOT SET
- = 1.66" OUTSIDE DIAMETER IRON PIPE FOUND IN PLACE
- ⊙ = 7/8" REBAR FOUND IN PLACE
- < > = PREVIOUSLY RECORDED AS CSM = CERTIFIED SURVEY MAP

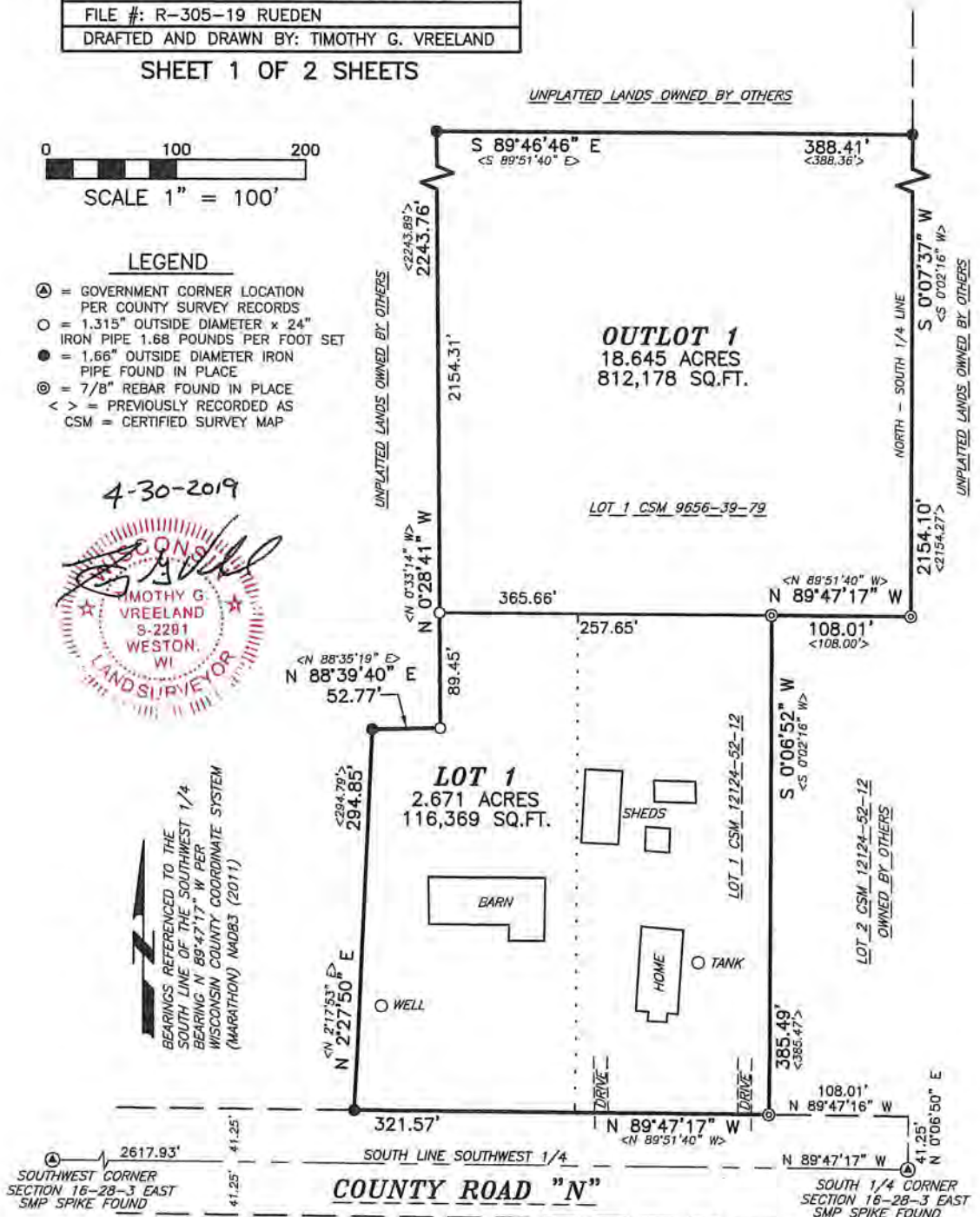


BEARINGS REFERENCED TO THE SOUTH LINE OF THE SOUTHWEST 1/4 BEARING N 89°47'17" W PER WISCONSIN COUNTY COORDINATE SYSTEM (MARATHON) NAD83 (2011)

SOUTHWEST CORNER SECTION 16-28-3 EAST SMP SPIKE FOUND

SOUTH 1/4 CORNER SECTION 16-28-3 EAST SMP SPIKE FOUND

COUNTY ROAD "N"



# CERTIFIED SURVEY MAP

MARATHON COUNTY NO. \_\_\_\_\_ VOL. \_\_\_\_\_ PAGE \_\_\_\_\_

ALL OF LOT 1 OF CSM 9656 AND LOT 1 OF CSM 12124, LOCATED IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 3 EAST, TOWN OF FRANKFORT, MARATHON COUNTY, WISCONSIN.  
SHEET 2 OF 2 SHEETS

## SURVEYORS CERTIFICATE

I, TIMOTHY G. VREELAND, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE DIRECTION OF NEAL RUEDEN, I SURVEYED, MAPPED AND DIVIDED ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9656, RECORDED IN VOLUME 39 OF SURVEYS ON PAGE 79 AND LOT 1 OF CERTIFIED SURVEY MAP NUMBER 12124, RECORDED IN VOLUME 52 OF SURVEYS ON PAGE 12, LOCATED IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 3 EAST, TOWN OF FRANKFORT, MARATHON COUNTY, WISCONSIN. 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 CERTIFIED SURVEY MAP THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH SECTION 236.34 OF THE WISCONSIN STATUTES IN SURVEYING, MAPPING AND DIVIDING THE LANDS, CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE AND THE LAND DIVISION ORDINANCE OF MARATHON COUNTY AND THE TOWN OF FRANKFORT, ALL TO THE BEST OF MY KNOWLEDGE AND BELIEF IN SURVEYING, DIVIDING AND MAPPING THE SAME.



DATED THIS 25TH DAY OF APRIL, 2019  
SURVEY PERFORMED APRIL 30TH, 2019

TIMOTHY G. VREELAND P.L.S. 2291

## OUTLOT RESTRICTION

OUTLOT 1 AS SHOWN ON THIS MAP, DOES NOT MEET THE REQUIREMENTS OF A LOT AS SET FORTH IN CHAPTER 18 OF THE MARATHON COUNTY CODE OF ORDINANCES AND MAY NOT BE IMPROVED UPON UNTIL THE LAND CONSERVATION AND ZONING COMMITTEE WAIVES THE REQUIREMENTS OF THIS SECTION OR THE PARCEL IS LEGALLY COMBINED WITH AN ADJACENT PARCEL TO FORM ONE COMPLIANT PARCEL.

APPROVED FOR RECORDING UNDER  
THE TERMS OF CH. 18.06(2)(e) OF  
THE MARATHON COUNTY LAND  
DIVISION REGULATIONS.

BY \_\_\_\_\_

DATE \_\_\_\_\_  
MARATHON CO. CONSERVATION,  
PLANNING & ZONING DEPT.  
NO SURVEY REVIEW REQUIRED  
CPZ TRACKING NO \_\_\_\_\_





# Land Information Mapping System



### Legend

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

53.13 0 53.13 Feet



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

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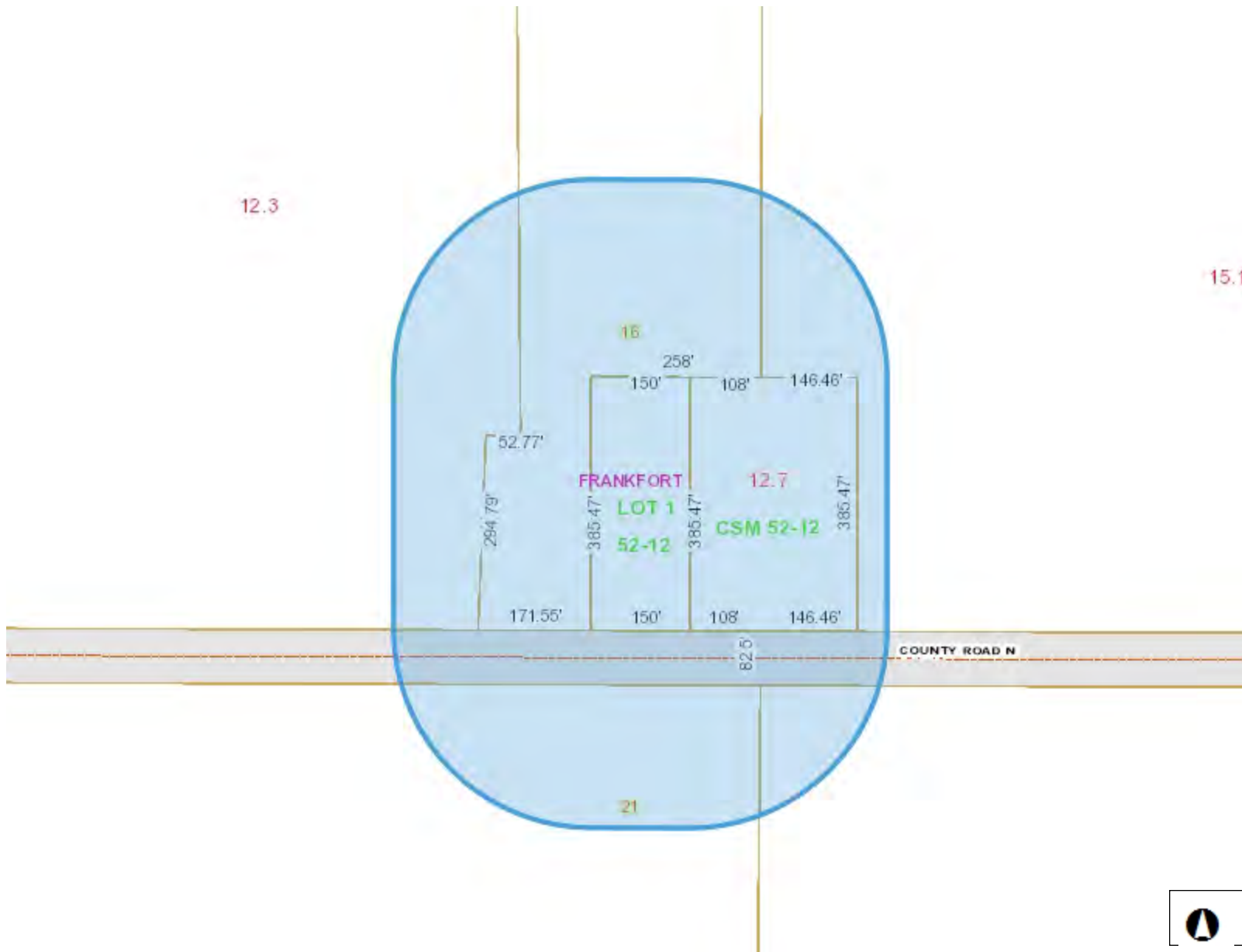
**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

### Notes





# Land Information Mapping System



## Legend

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



113.11 0 113.11 Feet



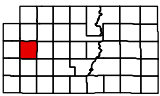
NAD\_1983\_HARN\_WISCRS\_Marathon\_County\_Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Notes



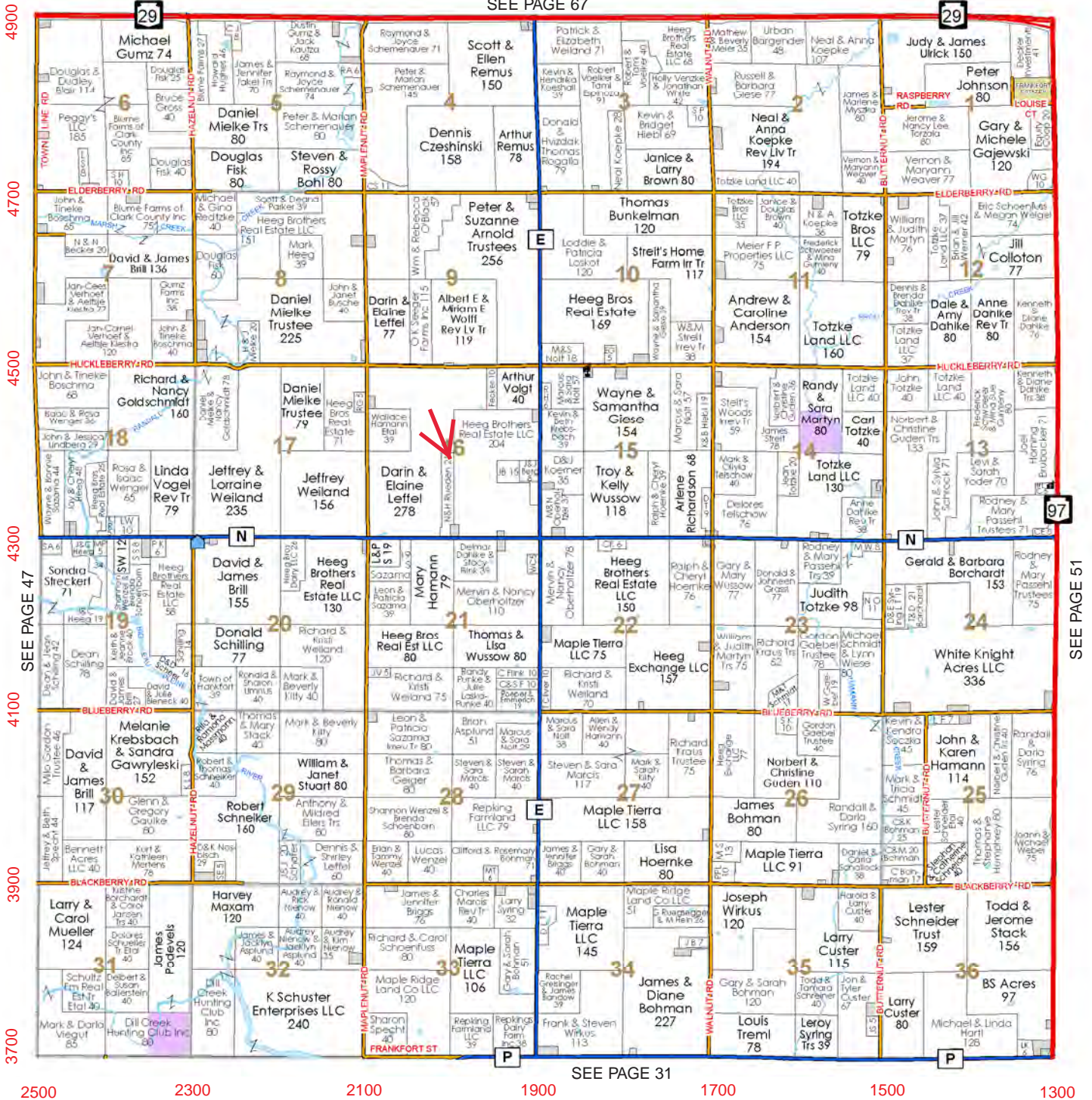


# Frankfort

# Township 28N - Range 3E

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SEE PAGE 67



SEE PAGE 31

# Burnett Transit, Inc.

B3866 Hwy 13 • Spencer, Wisconsin  
Terminals in Spencer, Colby and Dorchester

Phone:  
715-659-4391 or 1-800-231-4391

RESOLUTION ON ZONING ORDINANCE AMENDMENT

TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE

I, Kelly Wussow, Clerk of the Town of Frankfort, Marathon County, State of Wisconsin, do hereby certify that the following is a true and correct copy of a resolution adopted by the Town of Frankfort Town Board at a meeting held on the 10th day of June, 2019.

RESOLUTION

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

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

NOW, THEREFORE BE IT RESOLVED that the Town of Frankfort Town Board considered on the 10th day of June, 2019, petition by Neal & Heidi Rueden to amend the Marathon County Zoning Ordinance from G-A, General Agriculture and L-D-R Low Density Residential, to R-R Rural Residential described as part of the E 1/2 of the SW 1/4 of Section 16, Township 28 North, Range 03 East, Town of Frankfort; proposed as all of lot 1 of CSM 9656 and Lot 1 of CSM 12124. Proposed as Lot #1 (approximately 2.671 acres) on Preliminary Certified Survey Map (CSM) submitted by Vreeland Associates Survey Company: Part of Parent Parcels Pin# 026-2803-163-0989 and 026-2803-163-0990, Existing property address 113080 County Road N, Colby WI, 54421.

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

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

(OVER)



No  Yes Explain: \_\_\_\_\_

7) Has the applicant demonstrated the availability of alternative locations? Be specific

No  Yes Explain: \_\_\_\_\_

8) Is cropland is being consumed by this zone change? What is the productivity of the agricultural lands involved?

No  Yes Explain: \_\_\_\_\_

9) Has the applicant explained how the proposed development will be located to minimize the amount of agricultural land converted?

No  Yes Explain: \_\_\_\_\_

10) Is proposed rezone request consistent with the town's adopted Comprehensive Plan? Explain.

No  Yes Explain: \_\_\_\_\_

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

No  Yes Explain: \_\_\_\_\_

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

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

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

Clerk Kelly Wussow  
Town Board [Signature]  
[Signature]  
[Signature]

NOTE: If you recommend disapproval of this request, please make every effort to send a representative to the Environmental Resources Committee Public Hearing. Town input at the hearing is always appreciated. Please return this form before June 26, 2019 to:

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



**Neal & Heidi Rueden  
Petition to Rezone Land  
Staff Report  
Environmental Resources Committee**

**Findings of Fact**

**REQUEST:**

The petition of Neal & Heidi Rueden to amend the Marathon County Zoning Ordinance from G-A, General Agriculture and L-D-R Low Density Residential, to R-R Rural Residential described as part of the E ½ of the SW ¼ (all of Lot 1 of CSM 9656 and Lot 1 of CSM 12124) of Section 16, Township 28 North, Range 03 East, Town of Frankfort. Proposed as Lot #1 (approximately 2.671 acres) and Outlot #1 (approximately 18.645 acres) on Preliminary Certified Survey Map (CSM) submitted by Vreeland Associates Survey Company. Part of parent parcels PIN# 026-2803-163-0989 and 026-2803-163-0990. Existing property address 113080 County Road N, Colby WI, 54421.

**EXISTING ZONING DISTRICT:**

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

**&**

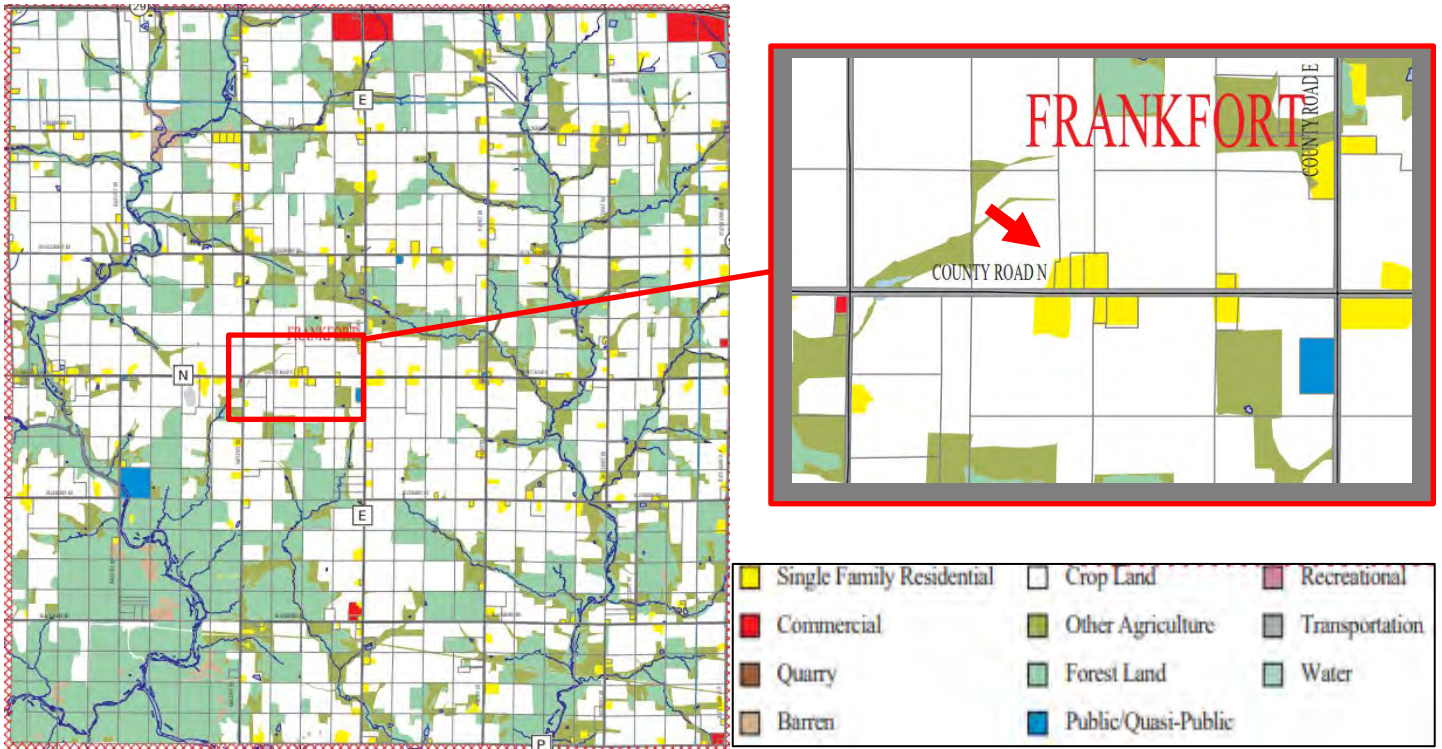
**L-D-R: Low Density Residential District.** The purpose of the L-D-R district is to accommodate single-family residential use along existing streets and to promote single-family residential development (involving the extension of new streets) where sanitary sewer and municipal water may be available.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

**PROPOSED ZONING DISTRICT:**

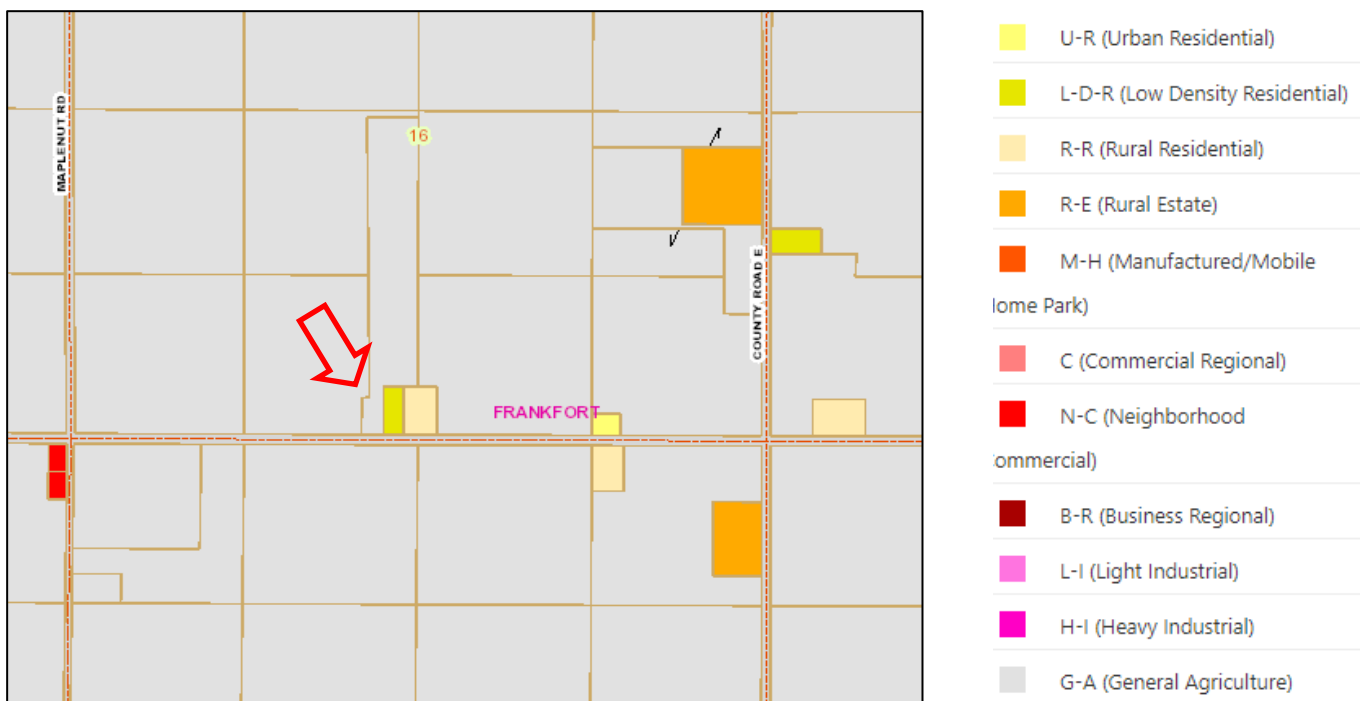
**R-R: Rural Residential District.** The purpose of the R-R district is to accommodate single-family residential use along existing streets, to preserve the rural character while promoting open space single-family residential development (involving the extension of new streets), and to separate agricultural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

**FARMLAND PRESERVATION PLAN:** This parcel was not designated as a farmland preservation area in the Farmland Preservation Plan in 2013. Designating this land as a farmland preservation area would have indicated the land consists of prime agricultural land and supports the agriculture economy.

**TOWN COMPREHENSIVE PLAN FUTURE LAND USE:** The proposed area to be rezoned is identified as a Single Family Residential land use in the Town of Frankfort Comprehensive Plan Future Land Use Map (2006). The adjacent lands are comprised primarily of crop land and forest land uses with single family residential uses in close proximity. The use of the property in question will not change.

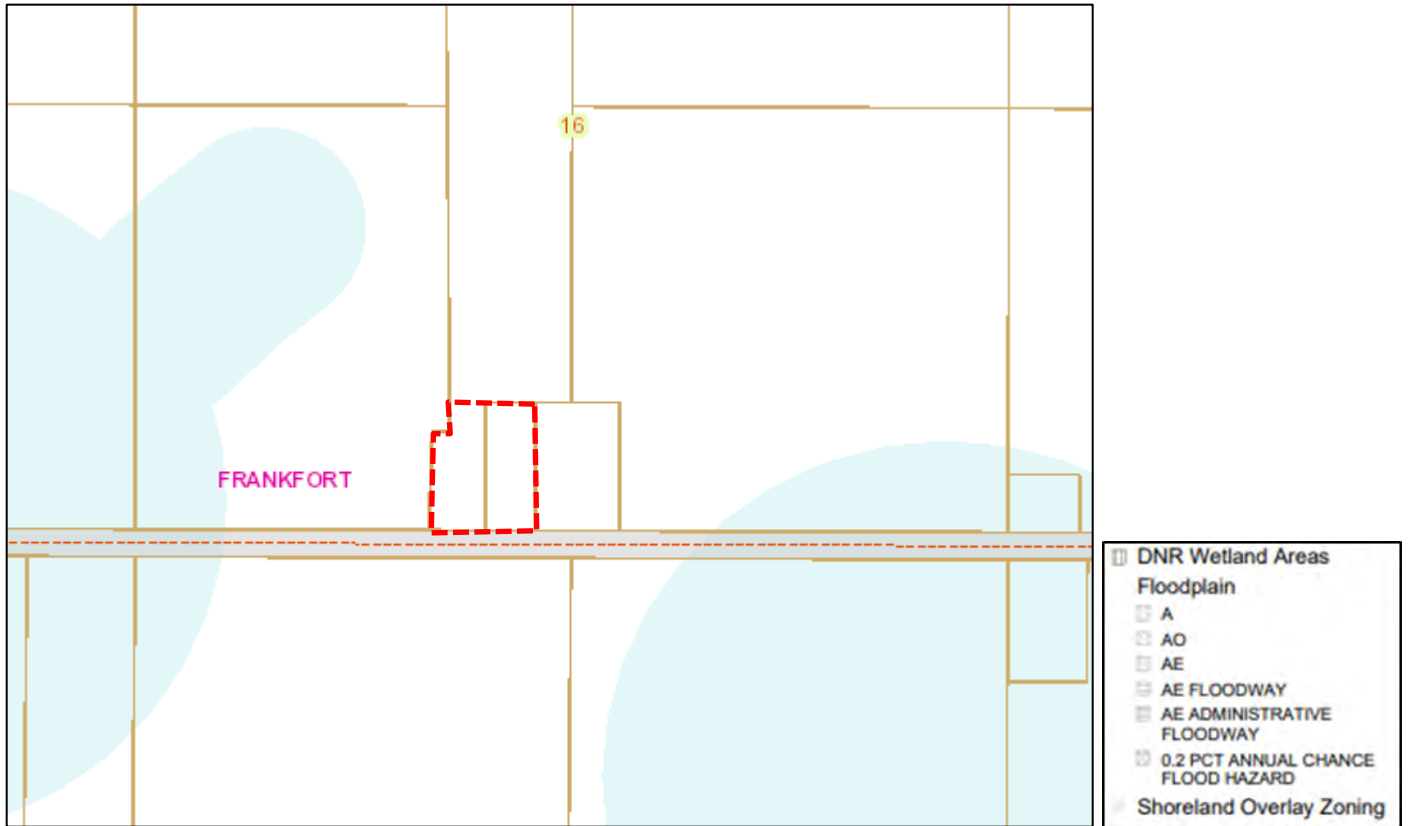


**EXISTING ZONING DISTRICT MAP:** Adjacent parcels are predominantly zoned General Agriculture (Grey) with a few Rural Residential (Tan), Rural Estate (Orange), and Low Density Residential (yellow) parcels in the area. There are also two commercially zoned parcels to the southwest of the parcel in question. Proposed area to be rezoned will be created by Certified Survey Map (CSM).





**SIGNIFICANT PARCEL LIMITATIONS OR NATURAL FEATURES:** There are no DNR mapped wetlands, FEMA floodplain, or shoreland overlay district areas that cover parcel proposed to be rezoned.



**AERIAL PHOTO: #1**



**AERIAL PHOTO: #2**



**Proposed Certified Survey Map (CSM): Description**

**SURVEYORS CERTIFICATE**

I, TIMOTHY G. VREELAND, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE DIRECTION OF NEAL RUEDEN, I SURVEYED, MAPPED AND DIVIDED ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9656, RECORDED IN VOLUME 39 OF SURVEYS ON PAGE 79 AND LOT 1 OF CERTIFIED SURVEY MAP NUMBER 12124, RECORDED IN VOLUME 52 OF SURVEYS ON PAGE 12, LOCATED IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 3 EAST, TOWN OF FRANKFORT, MARATHON COUNTY, WISCONSIN. 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 CERTIFIED SURVEY MAP THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH SECTION 236.34 OF THE WISCONSIN STATUTES IN SURVEYING, MAPPING AND DIVIDING THE LANDS, CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE AND THE LAND DIVISION ORDINANCE OF MARATHON COUNTY AND THE TOWN OF FRANKFORT, ALL TO THE BEST OF MY KNOWLEDGE AND BELIEF IN SURVEYING, DIVIDING AND MAPPING THE SAME.



*Timothy G. Vreeland*

DATED THIS 25TH DAY OF APRIL, 2019  
SURVEY PERFORMED APRIL 30TH, 2019

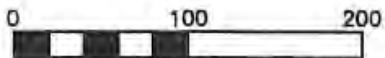
TIMOTHY G. VREELAND P.L.S. 2291

**OUTLOT RESTRICTION**

OUTLOT 1 AS SHOWN ON THIS MAP, DOES NOT MEET THE REQUIREMENTS OF A LOT AS SET FORTH IN CHAPTER 18 OF THE MARATHON COUNTY CODE OF ORDINANCES AND MAY NOT BE IMPROVED UPON UNTIL THE LAND CONSERVATION AND ZONING COMMITTEE WAIVES THE REQUIREMENTS OF THIS SECTION OR THE PARCEL IS LEGALLY COMBINED WITH AN ADJACENT PARCEL TO FORM ONE COMPLIANT PARCEL.



**CSM: Proposed Map**



SCALE 1" = 100'

**LEGEND**

- Ⓐ = GOVERNMENT CORNER LOCATION PER COUNTY SURVEY RECORDS
- = 1.315" OUTSIDE DIAMETER x 24" IRON PIPE 1.68 POUNDS PER FOOT SET
- = 1.56" OUTSIDE DIAMETER IRON PIPE FOUND IN PLACE
- ⊙ = 7/8" REBAR FOUND IN PLACE
- < > = PREVIOUSLY RECORDED AS CSM = CERTIFIED SURVEY MAP

4-30-2019



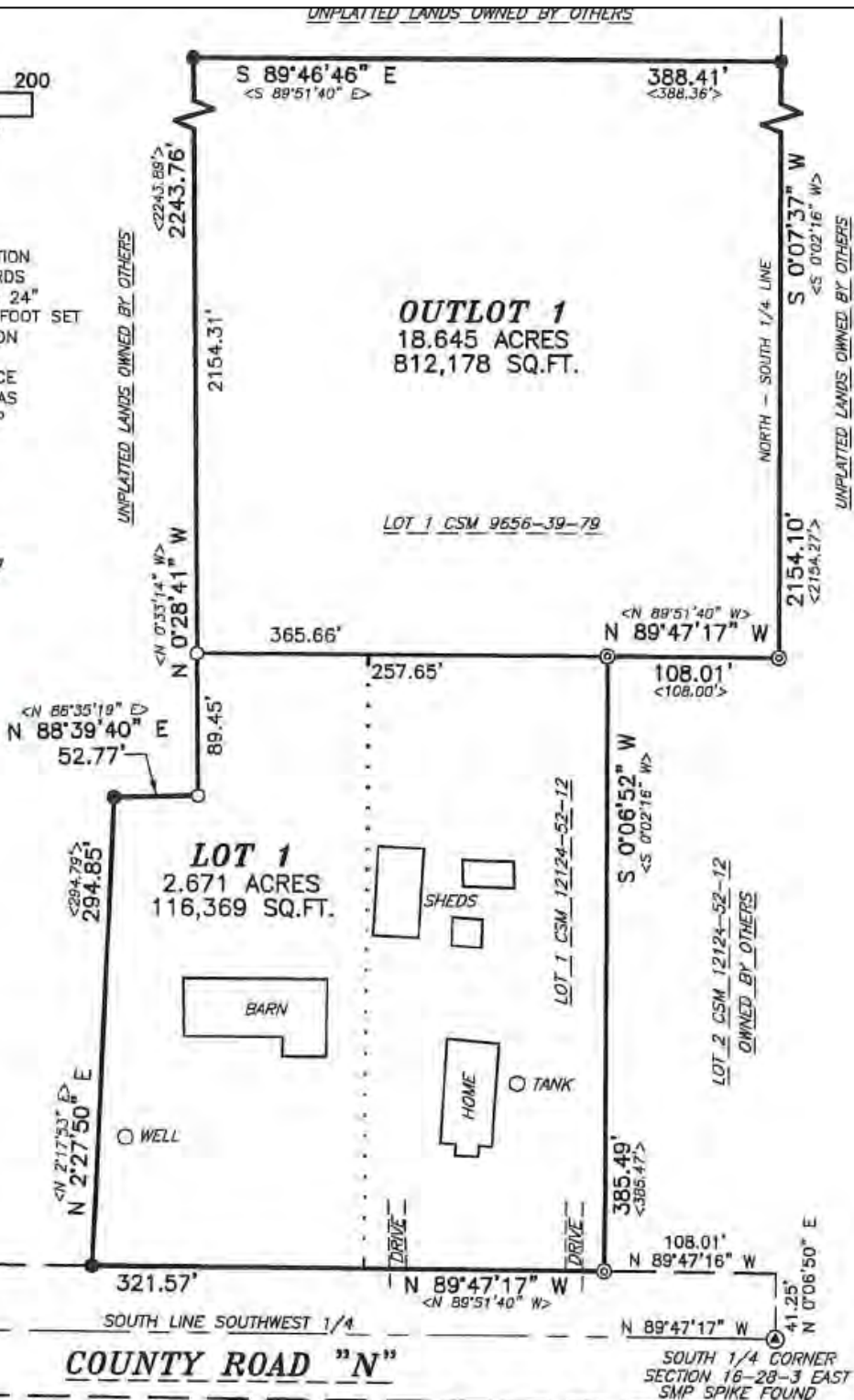
BEARINGS REFERENCED TO THE SOUTH LINE OF THE SOUTHWEST 1/4 BEARING N 89°47'17" W PER WISCONSIN COUNTY COORDINATE SYSTEM (MARATHON) NAD83 (2011)



Ⓐ 2617.93'  
SOUTHWEST CORNER SECTION 16-28-3 EAST SMP SPIKE FOUND

COUNTY ROAD "N"

Ⓐ 41.25'  
SOUTH 1/4 CORNER SECTION 16-28-3 EAST SMP SPIKE FOUND





**TOWN RECOMMENDATION:**

On June 10<sup>th</sup>, 2019 The **Town of Frankfort** Town Board Recommended Approval to Marathon County's Environmental Resources Committee.

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

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

---

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

Clerk Kelly Wesson  
Town Board [Signature]  
[Signature]  
[Signature]

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

The Town of Frankfort should updated their comprehensive plan zoning maps to reflect the proposed rezone to Rural Residential (R-R) from General Agriculture (G-A) and Low Density Residential (L-D-R). The proposed rezone will not conflict with adjacent land uses or zoning districts as the use of the property will not change and will remain single family residential. Outlot #1 on preliminary CSM (approximately 18.645 acres) will be created as an outlot due to the parcel not having road access/frontage and by definition shall be attached to adjacent lands (Outlot will remain General Agriculture (G-A)). There is no apparent conflict with the Marathon County Comprehensive Plan as it relates to the proposed rezone, nor are there any apparent conflicts with local regulation(s) or restrictions.

All the rezone criteria and "Standards for Rezoning" [application section #4 (A through I)] have been addressed and the Town of Plover has no concerns or issues with the proposed rezone or the effect it may have on the local community.

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

**Recommendation:**

Based on the information provided and the feedback from the Town of Frankfort, CPZ staff finds the Environmental Resources Committee should recommend **Approval** to Marathon County Board of Supervisors.



**Case: #4**  
**Environmental Resources Committee**  
**Decision Form**

**Conclusions of Law**

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

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

1. The rezoning is substantially consistent with the following plans. *(note how the proposed relates to the future land use plan and the vision, goals, objectives, and policies of the plan)*

- a. [Marathon County](#) Comprehensive Plan
- b. [Town](#) Comprehensive Plan and,
- c. Marathon County [Farmland Preservation Plan](#).

agree       disagree       insufficient information

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

agree       disagree       insufficient information

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3. The applicant has demonstrated that...

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

agree       disagree       insufficient information

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

agree       disagree       insufficient information

---

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

agree       disagree       insufficient information

---

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

agree       disagree       insufficient information

---

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**Environmental Resources Committee Decision**

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

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

Specify reasons for denial, or additional information requested:

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

Describe recommended amendments:

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---

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Signature:

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



# ORIOLE HEIGHTS

LOT 1 OF CERTIFIED SURVEY MAP NUMBER 12247-52-135, LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 7 EAST, TOWN OF RIB MOUNTAIN, MARATHON COUNTY, WISCONSIN.

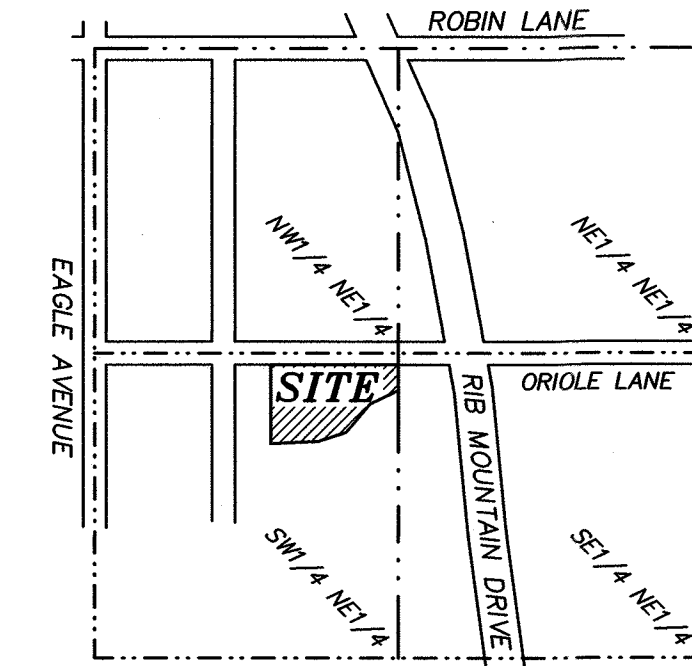
CONTAINING ±4.478 ACRES

**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

PREPARED FOR:  
**JOE UMLAUF**

FILE # U-21-19 UMLAUF  
 DRAFTED AND DRAWN BY: TIMOTHY G. VREELAND

## LOCATOR



THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 7 EAST, TOWN OF RIB MOUNTAIN, MARATHON COUNTY, WISCONSIN.

NORTH 1/4 CORNER SECTION 10-28-7 EAST BERTITSEN NAIL FOUND

WEST LINE SW1/4 - NE1/4 1319.51'  
 N 126°45' W

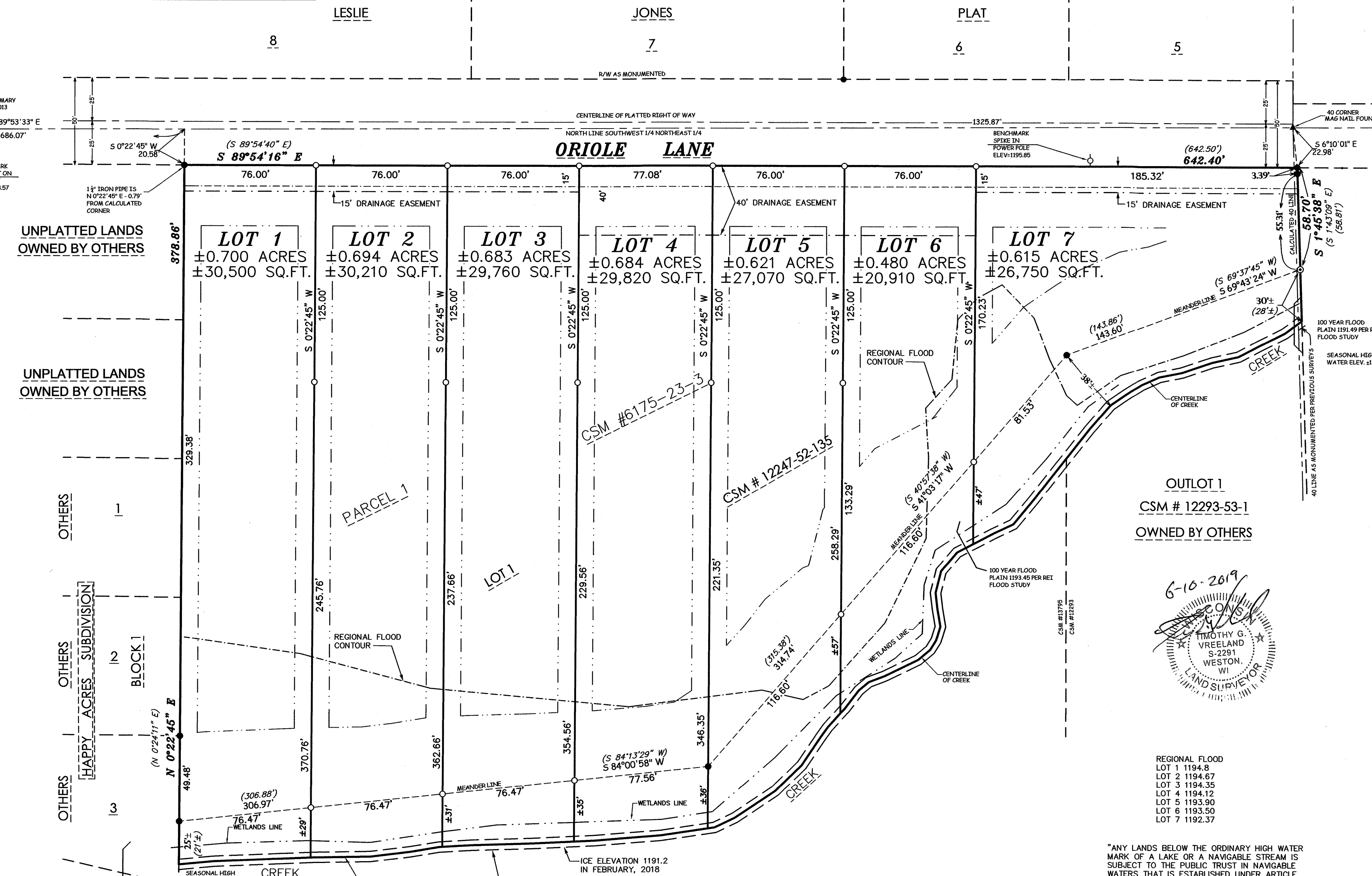
WEST LINE SW1/4 - NE1/4 1324.13'  
 S 123°50' E

WEST LINE SW1/4 - NE1/4 1319.51'  
 N 126°45' W

CENTER 1/4 CORNER SECTION 10-28-7 EAST 1.25" O.D. IRON PIPE FOUND

SOUTH LINE - NE1/4 2659.56'  
 N 89°57'00" W

EAST 1/4 CORNER SECTION 10-28-7 EAST 2.25" O.D. IRON PIPE FOUND

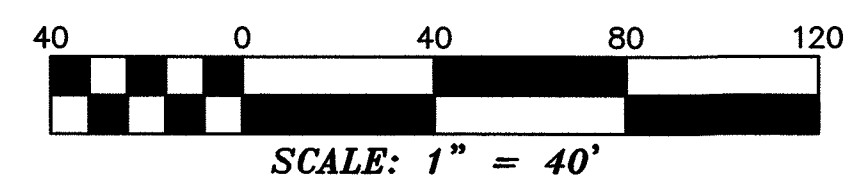


OUTLOT 1  
 CSM # 12246-52-134  
 OWNED BY OTHERS

LOT 1  
 CSM # 12293-53-1  
 OWNED BY OTHERS

OUTLOT 1  
 CSM # 12293-53-1  
 OWNED BY OTHERS

LOT 1  
 CSM # 13795-60-172  
 OWNED BY OTHERS



- LEGEND**
- ⊙ = GOVERNMENT CORNER LOCATION PER COUNTY SURVEY RECORDS
  - = 1.315" OUTSIDE DIAMETER x 24" IRON PIPE 1.68 POUNDS PER FOOT SET
  - = 1.25" OUTSIDE DIAMETER IRON PIPE FOUND IN PLACE
  - ⊙ = 3/4" IRON BAR FOUND IN PLACE
  - CSM = CERTIFIED SURVEY MAP
  - ( ) = PREVIOUSLY RECORDED AS
  - O.D. = OUTSIDE DIAMETER
  - = 12' UTILITY EASEMENT

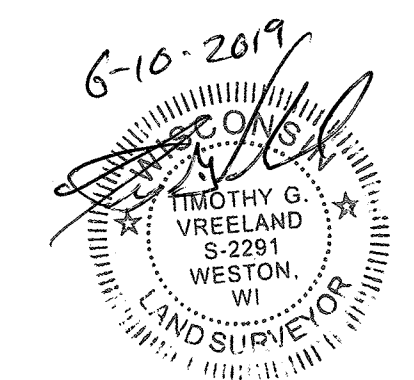
REGIONAL FLOOD

LOT 1	1194.8
LOT 2	1194.67
LOT 3	1194.35
LOT 4	1194.12
LOT 5	1193.90
LOT 6	1193.50
LOT 7	1192.37

"ANY LANDS BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION."

WETLANDS PER WIC-WC-2018-37-01966

- = SETBACKS LINES
- 35' FRONT/STREET
- 10' SIDE
- 75' FROM ORDINARY HIGH WATER



BEARINGS REFERENCED TO THE SOUTH LINE OF THE NORTHEAST 1/4 MARATHON COUNTY COORDINATE SYSTEM (MARATHON) (MARRS) (2011)

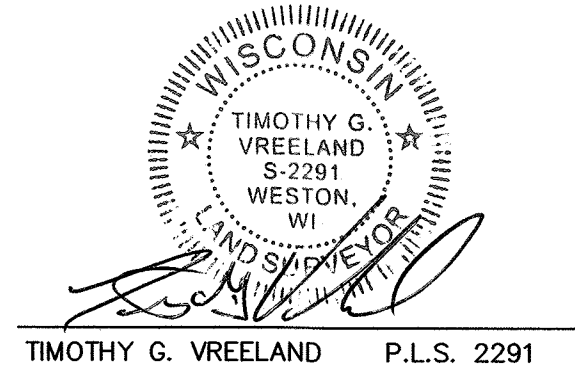
# ORIOLE HEIGHTS

LOT 1 OF CERTIFIED SURVEY MAP NUMBER 12247-52-135, LOCATED IN THE  
SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 28 NORTH,  
RANGE 7 EAST, TOWN OF RIB MOUNTAIN, MARATHON COUNTY, WISCONSIN.

<b>VREELAND ASSOCIATES, INC.</b>	
6103 DAWN STREET WESTON, WI 54478	
PH (715) 241-0947 OR TOLL FREE (866) 693-3979	
FAX (715) 241-9826 tim@vreelandassociates.us	
<b>PREPARED FOR:</b>	<b>JOE UMLAUF</b>
FILE # U-21-19 UMLAUF	
DRAFTED AND DRAWN BY: TIMOTHY G. VREELAND	

**SURVEYORS CERTIFICATE**

I, TIMOTHY G. VREELAND, PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY, THAT I HAVE SURVEYED, MAPPED AND DIVIDED ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 12247, RECORDED IN VOLUME 52 OF SURVEYS ON PAGE 135, LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 7 EAST, TOWN OF RIB MOUNTAIN, MARATHON COUNTY, WISCONSIN, INCLUDING ALL LANDS LYING BETWEEN THE MEANDER LINE AND THE ORDINARY HIGH WATER OF THE CREEK. SUBJECT TO ALL EASEMENTS RESTRICTIONS AND RIGHTS OF WAYS OF RECORD OR USAGE. THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT AT THE DIRECTION OF DICK AUSTIN, OWNER OF THE LANDS. THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE. THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE TOWN OF TOWN OF RIB MOUNTAIN AND THE COUNTY OF MARATHON, ALL TO THE BEST OF MY KNOWLEDGE AND BELIEF IN SURVEYING, DIVIDING AND MAPPING THE SAME.



TIMOTHY G. VREELAND P.L.S. 2291

DATED THIS 10TH DAY OF JUNE, 2019

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration

REGISTER OF DEEDS  
MARATHON COUNTY, WI

-----  
RECEIVED FOR RECORD THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN PLAT  
CABINET NO. \_\_\_\_\_ ON PAGE \_\_\_\_\_

DOCUMENT NO. \_\_\_\_\_

REGISTRAR \_\_\_\_\_

**OWNERS CERTIFICATE OF DEDICATION**

I THOMAS JOSEPH UMLAUF JR. OF GREEN TREE CONSTRUCTION INC., DO HEREBY CERTIFY THAT I CAUSED THE LANDS DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THIS PLAT IS REQUIRED TO BE SUBMITTED TO THE TOWN OF RIB MOUNTAIN, THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE FOR APPROVALS PER MARATHON COUNTY LAND DIVISION ORDINANCE AND THE DEPARTMENT OF ADMINISTRATION FOR APPROVAL OR OBJECTION PER S.236.10 OR S.236.12.

WITNESS THE HANDS AND SEALS OF SAID OWNERS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

\_\_\_\_\_  
THOMAS JOSEPH UMLAUF JR.  
GREEN TREE CONSTRUCTION INC.

STATE OF WISCONSIN) SS  
MARATHON COUNTY) SS  
PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, THE ABOVE NAMED THOMAS JOSEPH UMLAUF JR. OF GREEN TREE CONSTRUCTION INC., TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FORGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

\_\_\_\_\_  
NOTARY PUBLIC, MARATHON COUNTY, WISCONSIN      MY COMMISSION EXPIRES \_\_\_\_\_

**CERTIFICATE OF TOWN TREASURER**

STATE OF WISCONSIN) SS  
MARATHON COUNTY) SS  
I, \_\_\_\_\_ BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE TOWN OF RIB MOUNTAIN, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF \_\_\_\_\_, 2019 AFFECTING THE LANDS INCLUDED IN THE PLAT OF ORIOLE HEIGHTS.

DATE \_\_\_\_\_ TOWN TREASURER \_\_\_\_\_

**TOWN BOARD RESOLUTION**

RESOLVED THAT THE PLAT OF ORIOLE HEIGHTS IN THE TOWN OF RIB MOUNTAIN IS HEREBY APPROVED BY THE TOWN BOARD OF THE TOWN OF RIB MOUNTAIN, THOMAS JOSEPH UMLAUF JR. OF GREEN TREE CONSTRUCTION INC., BEING THE OWNER OF THE LANDS.

DATE APPROVED \_\_\_\_\_ TOWN CHAIRMAN \_\_\_\_\_

DATE SIGNED \_\_\_\_\_ TOWN CHAIRMAN \_\_\_\_\_

I, HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE TOWN BOARD OF THE TOWN OF RIB MOUNTAIN.

TOWN CLERK \_\_\_\_\_

**MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE**

RESOLVED THAT THE PLAT OF ORIOLE HEIGHTS, IS HEREBY APPROVED BY THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE.

DATE APPROVED \_\_\_\_\_ SIGNED BY \_\_\_\_\_

DATE SIGNED \_\_\_\_\_ SIGNED BY \_\_\_\_\_

**CERTIFICATE OF COUNTY TREASURER**

STATE OF WISCONSIN) SS  
MARATHON COUNTY) SS  
I, \_\_\_\_\_ BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF MARATHON, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF \_\_\_\_\_ AFFECTING THE LANDS INCLUDED IN THE PLAT OF ORIOLE HEIGHTS.

DATE \_\_\_\_\_ COUNTY TREASURER \_\_\_\_\_

**UTILITY EASEMENT RESTRICTION**

NO UTILITY POLE, PEDESTAL OR CABLE SHALL BE PLACED SO AS TO DISTURB ANY SURVEY MONUMENT OR OBSTRUCT VISION ALONG ANY LOT OR STREET LINE. THE UNAUTHORIZED DISTURBANCE OF A SURVEY MONUMENT IS A VIOLATION OF s.236.32 OF WISCONSIN STATUTES. UTILITY EASEMENTS SET FORTH HEREIN ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THIS SUBDIVISION.

**PURCHASE OF KERSWILL PROPERTY FOR COUNTY FOREST**

WHEREAS, on December 18, 2018, the Marathon County Board of Supervisors approved Resolution #R-60-18 authorizing the application for funding through the Knowles-Nelson Stewardship Land Acquisition Grant program, secure an appraisal and negotiate the purchase with a landowner of 199.84 acres in the Town of Hewitt, Marathon County, Wisconsin; and

WHEREAS, Randy and Denice Kerswill has accepted Marathon County's offer at the appraised value of \$349,000.00 for 199.84 acres under the terms of the attached Offer to Purchase; and

WHEREAS, the property is further described in addendum A attached to the Offer to Purchase; and

WHEREAS, the Human Resources, Finance and Property Committee, Environmental Resources Committee and the Forestry/Recreation Committee recommends purchasing the Kerswill property to meet the objectives of the Marathon County Forest Comprehensive Plan; and

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

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

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

WHEREAS, the County Board has the authority to acquire said property for the purpose of establishing County forest land pursuant to Wis. Stats. 59.52(6) and 28.10; and

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

WHEREAS, the leadership of the Town of Hewitt supports the County acquiring the property; and

WHEREAS, Wis. Stats 65.90(5)(a) dictates that appropriations in the Marathon County budget may not be modified unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Supervisors of the County of Marathon does hereby ordain as follows:

1. To authorize the purchase of the Kerswill property in accordance with the terms and conditions of the Accepted Offer to Purchase;
2. That the County Forest blocking boundaries listed and described in Chapter 900 of the Marathon County Forest Comprehensive Land Use Plan 2006 – 2020 be amended to include this property;
3. Direct the property to be entered under Wis. Stats. 28.11 and be designated as regular County forest lands;
4. To authorize the proper County officials to execute the documents necessary to complete this transaction.
5. To create the budget transfer to modify the 2019 land purchase – State grant fund for \$347,033.00.

BE IT FURTHER RESOLVED that the County Board of Supervisors hereby authorizes and directs the County Clerk to issue checks pursuant to this resolution and the Treasurer to honor said checks.

Dated this 23rd day of July, 2019.



FORESTRY/RECREATION COMMITTEE

\_\_\_\_\_

ENVIRONMENTAL RESOURCES COMMITTEE

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

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

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

Fiscal Impact Estimate: Modified the 2019 budget for the Land Purchase – State Grant Fund. In total \$355,460.00 for the purchase of this property to be funded as follows:

1. Land Purchase – State Grant - \$347,033.00
2. Forestry Segregated Land Purchase Account - \$8,427.00

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON May 29, 2019 [DATE] IS (AGENT OF BUYER)  
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, Marathon County, a municipal body corporate  
4 \_\_\_\_\_, offers to purchase the Property  
5 known as [Street Address] 040-3009-031-0997, SWNE, Section 3, T30N-R9E 040-3009-032-0999, NENW, FRL 1/4, Section 3, T30N-R9E 040-3009-032-  
6 0997, SWNW, Section 3, T30N-R9E 040-3009-032-0995, NWNW FRL 1/4, EX N 1320, Section 3 T30N-R9E 040-3009-032-0996, SENW, Section 3, T30N-9E  
7 in the Town of Hewitt, County of Marathon, Wisconsin (Insert  
8 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

9 ■ PURCHASE PRICE: Three Hundred Forty Nine Thousand  
10 \_\_\_\_\_ Dollars (\$ 349,000.00).

11 ■ EARNEST MONEY of \$ N/A accompanies this Offer and earnest money of \$ N/A  
12 will be mailed, or commercially or personally delivered within N/A days of acceptance to listing broker or

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.  
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the  
15 date of this Offer not excluded at lines 18-19, and the following additional items: N/A

16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 ■ NOT INCLUDED IN PURCHASE PRICE: N/A

19 \_\_\_\_\_  
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**  
21 **and will continue to be owned by the lessor.**

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

24 ■ ZONING: Seller represents that the Property is zoned: General Agricultural – County Zoned.  
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
26 copies of the Offer.

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

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
30 or before July 1, 2019. Seller may keep the Property on the  
31 market and accept secondary offers after binding acceptance of this Offer.

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

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF THIS  
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"  
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if  
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): Luke Gliniecki  
41 Buyer's recipient for delivery (optional): 212 River Drive, Suite 2, Wausau WI 54403

42  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
43 Seller: ( 217 ) 285-9099 Buyer: ( 715 ) 261-1565

44  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for  
46 delivery to the Party's delivery address at line 49 or 50.

47  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: P.O. Box 2064, Wausau, WI 54402  
50 Delivery address for Buyer: 212 River Drive, Suite 2, Wausau WI 54403

51  (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for  
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): luke.gliniecki@whitetailproperties.com  
56 E-Mail address for Buyer (optional): tom.lovlien@co.marathon.wi.us

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

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this  
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be  
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left  
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those  
65 identified in the Seller's disclosure report dated 8/9/2018, which was received by Buyer prior to  
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
67 and N/A

68 \_\_\_\_\_  
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than September 15, 2019  
71 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association  
74 assessments, fuel and N/A

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

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

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

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

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

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

84

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

89  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5  
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

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

97 \_\_\_\_\_ . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98  **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within 7 days of acceptance of this Offer, a list of all  
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,  
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland  
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve  
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any  
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be  
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or  
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program  
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

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

111  **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).

112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that  
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as  
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the  
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources  
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.  
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to  
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause  
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the  
120 local DNR forester or visit <http://www.dnr.state.wi.us>.



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

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

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

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a  
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to  
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection  
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department  
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective  
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of  
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more  
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more  
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land  
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum  
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface  
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must  
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.  
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or  
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change  
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects  
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of  
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary  
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,  
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later  
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed  
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.  
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,  
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on  
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall  
 159 be held in trust for the sole purpose of restoring the Property.

#### 160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or  
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are  
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special  
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland  
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines  
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)  
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,  
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,  
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the  
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-  
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned  
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

189 **IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.** SEE LINE 458 & ADDENDUM A

190  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written \_\_\_\_\_  
 191 \_\_\_\_\_ [INSERT LOAN PROGRAM OR SOURCE] first mortgage  
 192 loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an  
 193 amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years.  
 194 Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may  
 195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance  
 196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination  
 197 fee in an amount not to exceed \_\_\_\_\_ % of the loan. If the purchase price under this Offer is modified, the financed amount,  
 198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the  
 199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.

202  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest  
 203 rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per  
 204 year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal  
 205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or  
 207 526-534 or in an addendum attached per line 525.

208 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a  
 209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described  
 210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no  
 211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to  
 212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan  
 213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall  
 214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of  
 215 unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide  
 217 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN  
 218 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS  
 219 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this  
 221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan  
 222 commitment.

223 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already  
 224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of  
 225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is  
 226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this  
 227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing  
 228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain  
 229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ~~**IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party  
 231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,  
 232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering  
 233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing  
 234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands  
 235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an  
 236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.~~

237  **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised  
 238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
 239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon  
 240 purchase price. This contingency shall be deemed satisfied unless Buyer, within N/A days of acceptance, delivers to  
 241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon  
 242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether  
 244 deadlines provide adequate time for performance.**

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not  
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface  
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic  
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government  
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing  
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other  
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)  
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,  
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of  
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to  
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the  
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial  
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of  
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that  
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county  
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion  
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding  
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.  
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under  
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the  
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours  
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as  
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be  
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage  
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited  
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and  
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

297 **PROPERTY DEVELOPMENT WARNING**

298 If Buyer contemplates developing Property for a use other than the current use,  
299 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and  
300 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or  
301 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,  
302 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,  
303 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of  
304 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these  
305 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should  
review any plans for development or use changes to determine what issues should be addressed in these contingencies.



306  **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: \_\_\_\_\_  
307 \_\_\_\_\_  
308 \_\_\_\_\_

309 [Insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional  
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers  
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific  
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller  
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314  **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  
315 ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, verification that the Property is zoned \_\_\_\_\_  
316 \_\_\_\_\_ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317  **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither  
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which  
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such  
320 development.

321  **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent  
322 upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written evidence from  
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must  
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the  
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of  
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308: ~~CHECK~~  
327 ~~ALL THAT APPLY~~;  conventional in-ground;  mound;  at grade;  in-ground pressure distribution;  holding tank;  
328  other: \_\_\_\_\_

329  **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE~~  
330 ~~ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions  
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333  **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if  
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the  
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's  
336 proposed use: \_\_\_\_\_  
337 \_\_\_\_\_

338  **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is  
339 stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at the  
340 lot line, across the street, etc.) ~~CHECK AND COMPLETE AS APPLICABLE~~:  electricity \_\_\_\_\_;  
341  gas \_\_\_\_\_;  sewer \_\_\_\_\_;  water \_\_\_\_\_;  
342  telephone \_\_\_\_\_;  cable \_\_\_\_\_;  other \_\_\_\_\_.

343  **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~  
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public  
345 roads.

346  **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if  
347 neither is stricken) expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;   
348 occupancy permit;  other \_\_\_\_\_ ~~CHECK ALL THAT APPLY~~, and delivering  
349 written notice to Seller if the item cannot be obtained, all within \_\_\_\_\_ days of acceptance for the Property for its proposed  
350 use described at lines 306-308.

351  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller  
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a  
353 registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken)  
354 expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_ acres, the legal description of the  
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
356 if any, and: \_\_\_\_\_

357 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features which may be added include, but are not limited to:  
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square  
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**  
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied  
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,  
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information  
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.  
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage  
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of  
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**  
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ~~■ HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker~~  
372 ~~(Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or~~  
373 ~~otherwise disbursed as provided in the Offer.~~

374 ~~**CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**~~  
375 ~~**Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**~~  
376 ~~**disbursement agreement.**~~

377 ~~■ DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after~~  
378 ~~clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.~~  
379 ~~At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest~~  
380 ~~money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said~~  
381 ~~disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse~~  
382 ~~the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;~~  
383 ~~(2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)~~  
384 ~~any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an~~  
385 ~~interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to~~  
386 ~~exceed \$250, prior to disbursement.~~

387 ~~■ LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in~~  
388 ~~relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to~~  
389 ~~disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or~~  
390 ~~Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.~~  
391 ~~Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4~~  
392 ~~dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their~~  
393 ~~legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith~~  
394 ~~disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing~~  
395 ~~regulations concerning earnest money. See Wis. Admin. Code Ch. RL-18.~~

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the  
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as  
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple  
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information  
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers  
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery  
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior  
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.  
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice  
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days after acceptance of this Offer. All  
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

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

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

417 **TITLE EVIDENCE**

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

424 \_\_\_\_\_  
425 \_\_\_\_\_  
426 \_\_\_\_\_

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents  
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the  
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all  
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**  
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the  
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy  
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap  
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank),  
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per  
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements  
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
443 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
444 such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the  
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for  
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the  
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver  
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not  
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this  
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 \_\_\_\_\_  
460 \_\_\_\_\_  
461 \_\_\_\_\_  
462 \_\_\_\_\_  
463 \_\_\_\_\_  
464 \_\_\_\_\_



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

468 If **Buyer defaults**, Seller may:

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

472 If **Seller defaults**, Buyer may:

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

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution  
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of  
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**  
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**  
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**  
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**  
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

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

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

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

503  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer  
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no  
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing  
506 an inspection of \_\_\_\_\_

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the  
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a  
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.  
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

513 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the written  
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the  
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If  
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of  
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and  
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This  
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)  
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure  
524 or (b) Seller does not timely deliver the written notice of election to cure.

525  **ADDENDA:** The attached Addendum A \_\_\_\_\_ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 \_\_\_\_\_ SEE ADDENDUM A \_\_\_\_\_

528 \_\_\_\_\_

529 \_\_\_\_\_

530 \_\_\_\_\_

531 \_\_\_\_\_

532 \_\_\_\_\_

533 \_\_\_\_\_

534 \_\_\_\_\_

535 This Offer was drafted by [Licensee and Firm] Marathon County Corporation Counsel

536 Scott Corbett on May 29, 2019

537 (x) Jamie Polley Jamie Polley 5/29/19  
538 Buyer's Signature ▲ Print Name Here ► Jamie Polley Date ▲

539 (x) \_\_\_\_\_  
540 Buyer's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 N/A Broker (by) \_\_\_\_\_

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

546 (x) Randy Kerswill Randy Kerswill 6/3/2019 | 7:39 PM CDT  
547 Seller's Signature ▲ Print Name Here ► Randy Kerswill Date ▲

548 (x) Denice Kerswill Denice Kerswill 6/3/2019 | 7:06 PM CDT  
549 Seller's Signature ▲ Print Name Here ► Denice Kerswill Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] Luke Gliniecki, whitetail Properties Real Estate, LLC

551 \_\_\_\_\_ on 5/29/2019 at 6:10 PM a.m./p.m.

552 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_

553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Addendum "A"

1. SWNE, NENW FRL1/4, SWNW, NWNW FRL1/4, EX N 1320', SENW all in Section (3), Township(30)North, Range (9) East, Town of Hewitt, County of Marathon, State of Wisconsin. Approximately 199.84 acres.

PIN: 040-3009-031-0997, 040-3009-032-0999, 040-3009-032-0997, 040-3009-032-0995 and 040-3009-032-0996

2. Contingencies:

- A. This offer is contingent upon approval of this purchase, under the terms provided in the attached vacant land offer to purchase and in this Addendum, by the Forestry/Recreation Committee, Environmental Resources Committee, Human Resources, Finance and Property Committee, and by the Board of Supervisors of the County of Marathon by specific resolution.
- B. This offer is contingent upon seller's ability to transfer title to buyer that includes mineral and timber rights and is free and clear of any leases, licenses, easements, or land use agreements in addition to merchantable and acceptable as defined in lines 437- 449 of the attached vacant land offer to purchase.
- C. This offer is contingent upon buyer's actual receipt of a completed vacant land owners real estate condition report dated 8-19-2018. Buyer reserves the right to terminate this vacant land offer to purchase due to any conditions disclosed in the report not acceptable to buyer.
- D. Seller agrees to pay for title insurance.
- E. Seller agrees to pay Wisconsin real estate transfer fee.
- F. Buyer shall pay recording fees.
- G. There is no financing contingency. Buyer is a political subdivision of the State of Wisconsin with taxing authority. Lines 230-236 in the attached vacant land offer to purchase are not applicable to this transaction.

3. Additional Terms:

- A. Seller understands that Buyer is not acquiring the property by condemnation. Buyer has not exercised or threatened to exercise its power of eminent domain. Seller and Buyer both agree that this is a voluntary sale of property and that each party has acted in its own best interests in negotiating and carrying out this transaction. Seller hereby releases Buyer from any and all liability under Wisconsin Statutes, Chapter 32.
- B. Seller warrants all timber present on the property at the time of this offer will remain on the property through the date of closing.
- C. There is no earnest money involved in this transaction.

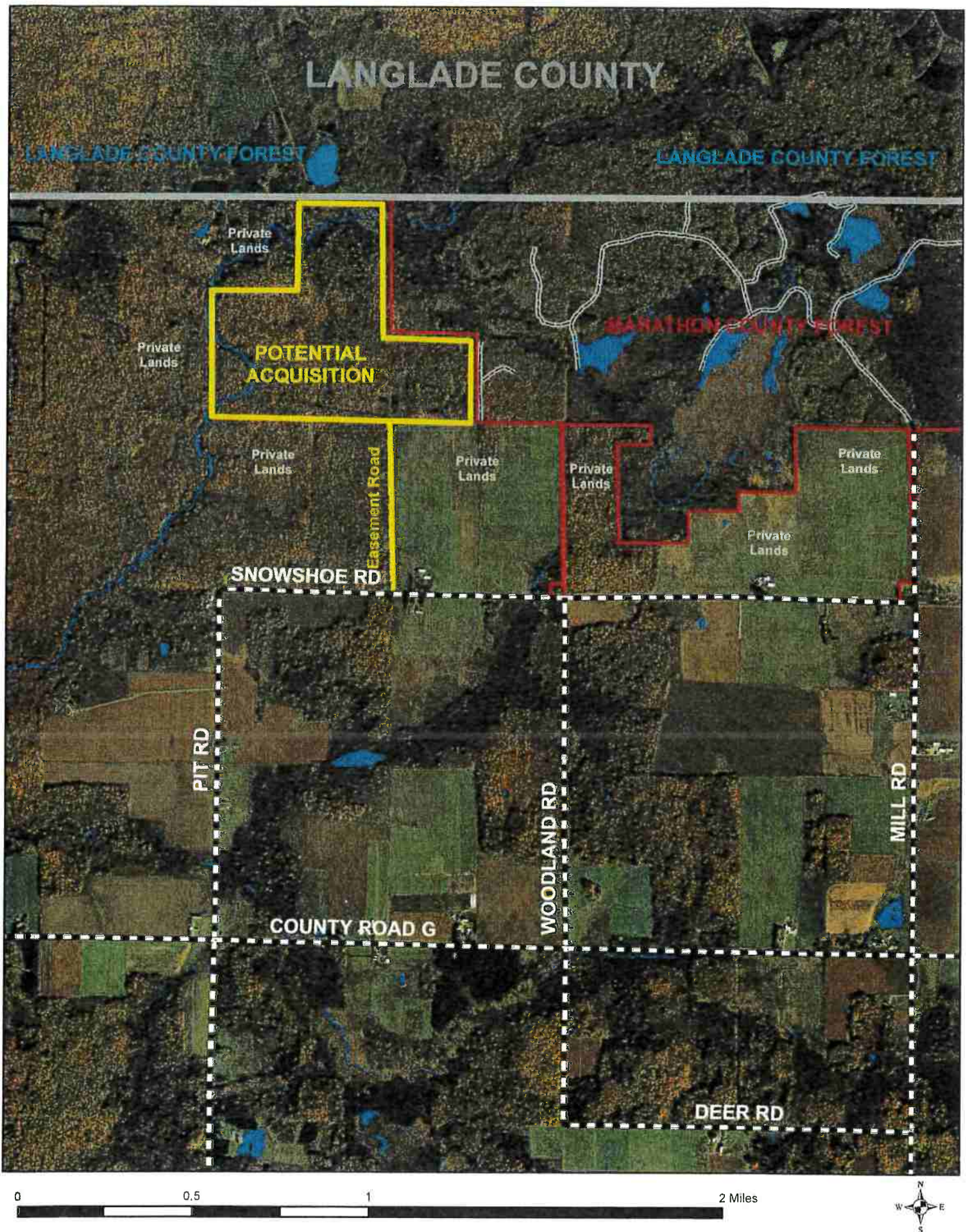
4. GRATUITIES AND KICKBACK

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

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



# Harrison-Hewitt Acquisition For County Forest







SEE PAGE 97

21700

20100

18500

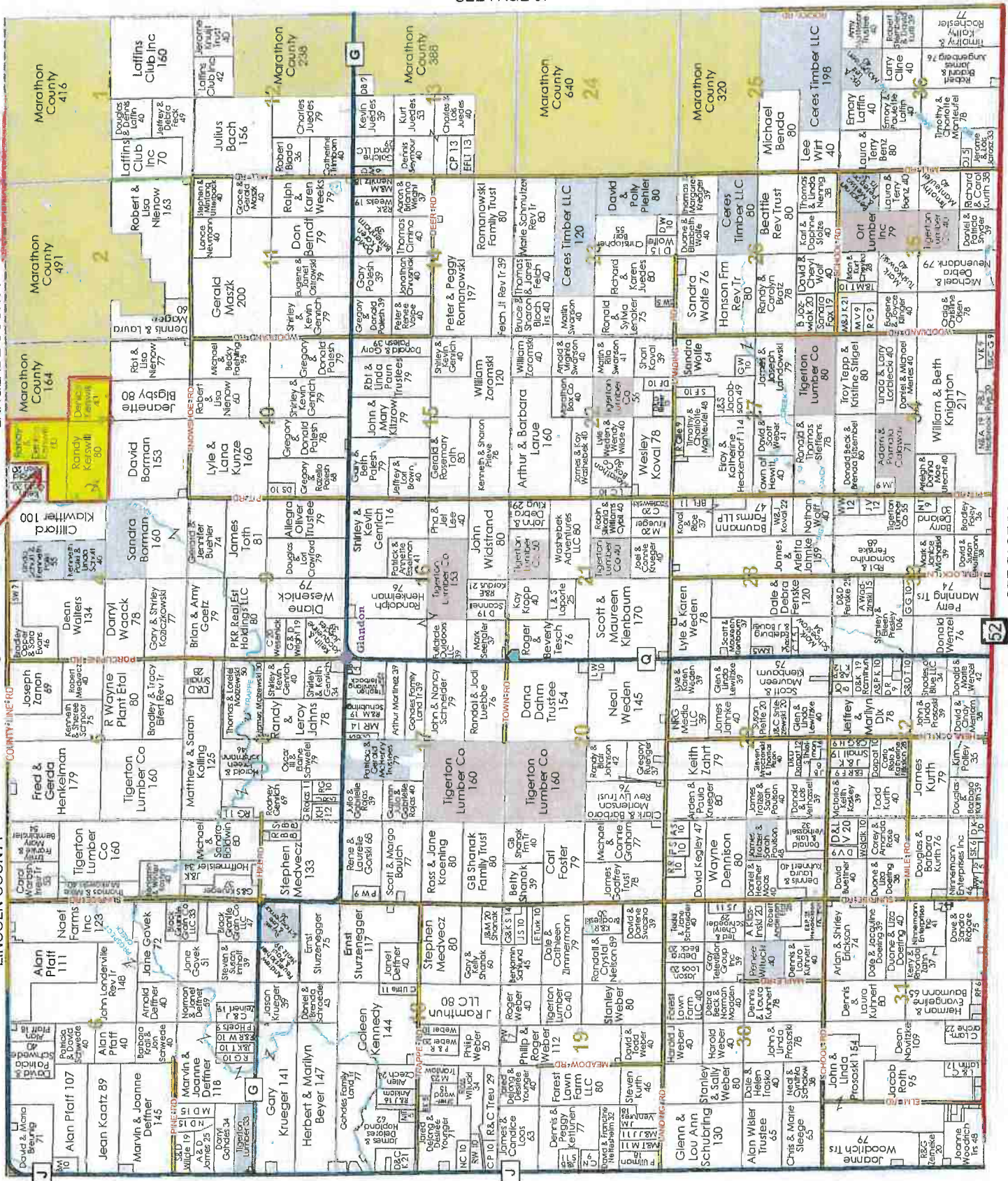
16900

15300

13700

12100

10500



17200 15600 14000 12400 10800 9200 7600

SEE PAGE 93

SEE PAGE 79

APPROVING AN APPLICATION TO ACQUIRE STATE FUNDING THROUGH THE KNOWLES-NELSON STEWARDSHIP GRANT PROGRAM

WHEREAS, the Human Resources, Finance and Property Committee, Environmental Resources Committee and the Forestry/Recreation Committee recommends approving an application to acquire funding through the Knowles-Nelson Stewardship Grant Program; and

WHEREAS, the landowner of 40 acres in Section 25, Township 27 North, Range 8 East, Village of Kronenwetter, Marathon County, Wisconsin has indicated they are interested in selling the property and is willing to work with the County on a transaction; and

WHEREAS, the County Board has the authority to acquire said property for the purpose of establishing County Forest land pursuant to SS. 28.10 Wis. Stats; and

WHEREAS, said Stewardship Grant Program may provide funding up to 50% of the acquisition price; and

WHEREAS, balance of funding would be determined at a later date and be approved by County Board resolution; and

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

NOW, THEREFORE, the Board of Supervisors of the County of Marathon does hereby ordain and resolve that the County request grant funding available from the Wisconsin Department of Natural Resources under the "Knowles-Nelson Stewardship Land Acquisition Grant Program"

HEREBY AUTHORIZES the proper County officials to act on behalf of Marathon County to submit an application to the State of Wisconsin for land acquisition grant funding; negotiate, and secure an appraisal on the above described property.

BE IT FURTHER RESOLVED that Marathon County recognizes and acknowledges that if financial assistance is made available by the Wisconsin Department of Natural Resources, and the County accepts the financial assistance, the County will comply with State rules for the program and meet the financial obligations under the grant;

BE IT FURTHER RESOLVED that the County Board will be notified if grant funding becomes available and then will consider authorization for the acquisition.

Dated this 23rd day of July, 2019.

FORESTRY/RECREATION COMMITTEE

\_\_\_\_\_

ENVIRONMENTAL RESOURCES COMMITTEE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

\_\_\_\_\_

\_\_\_\_\_

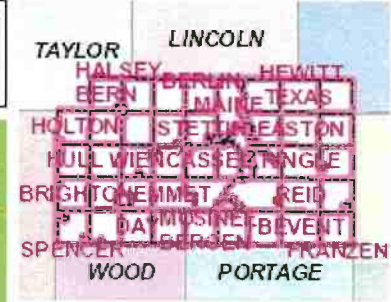
\_\_\_\_\_





WAUSAU

# Land Information Mapping System



### Legend

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

2015 Orthos

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

140.14 0 140.14 Feet



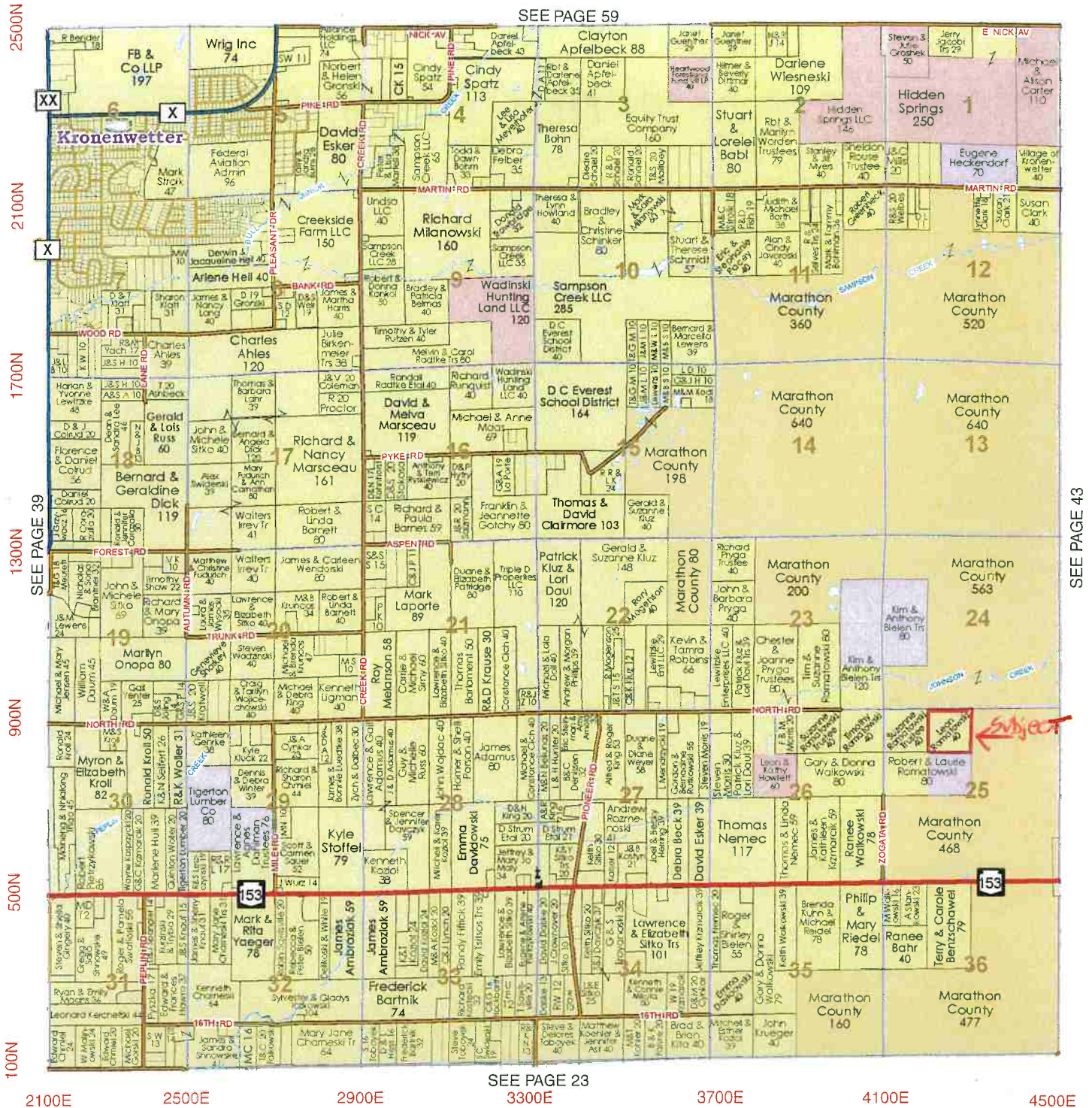
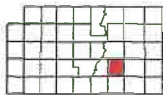
NAD\_1983\_HARN\_WISCRS\_Marathon\_County\_Feet

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

### Notes





SEE PAGE 59

SEE PAGE 39

SEE PAGE 23

SEE PAGE 43

# Need Additional Plat Books?

Marathon County UW Extension Office  
 212 River Drive, Suite 3 • Wausau, WI 54403  
 (715) 261-1230



Call for additional purchase locations.







## MEMORANDUM

DATE: 06/25/2019

TO: Environmental Resources Committee (ERC)

FROM: Dominique Swangstu, Marathon County Zoning Administrator

SUBJECT: Wind & Energy Conversion Systems – Chapter 17 Revisions

In the past few months Marathon County Conservation, Planning and Zoning staff have received many calls about wind & energy systems and what processes and regulations apply. The intent of this memo is to inform the Environmental Resources Committee that revisions will be proposed to Chapter 17 regarding wind & energy systems and state statutes PSC Chapter 128, Chapter 196.378, and Chapter 66.0401 regulating solar and wind energy systems. There has been recent interest by renewable energy companies to host “large scale” systems within the county. These preliminary proposals prompted CPZ staff to revisit Chapter 17 Zoning Code of Ordinances to evaluate how this use and its standards compare to current state statute requirements. Upon review, it was evident some minor revisions would need to be made to update the code to state standards if the county is to appropriately regulate and process a proposed renewable energy (Wind and/or Solar) application. The proposed revisions would provide clarity, consistency, and would primarily apply to *Large Wind and Energy Systems* defined as “A non-residential system having a rated capacity of greater than 100kW (Individual system) or 300kW (Multiple systems) but no greater than a total capacity of 100MW.”

In 2009, new statewide standards for reviewing, processing, siting, and permitting wind & energy systems were put into place with Act 40 (Chapter 66.0401 and Chapter 196.378); this was followed with PSC Chapter 128, Wisconsin State Statutes, in 2010, which regulates the application requirements. These state statutes outline the specific processes, application requirements, and standards that may be regulated by the county or other political subdivision. Through Chapter 66.0401, a political subdivision has specific permit review, processing, and approval requirements set by “commission” standards per Chapter 196.378 which limit local control as it relates to these proposed accessory/utility uses. The Public Service Commission (PSC) regulates what is required to be submitted for an application for *Large Wind Energy Systems* with no provisions for a political subdivision to require information or standards more restrictive than those set by PSC Chapter 128 – Wind Energy Systems.

All Political Subdivisions (Cities, Villages, Towns, and Counties) that choose to adopt an ordinance to implement the standards of Chapter 66.0401, 196.378 and PSC 128 are required to administer the law consistently with few permitted provisions.

**Conservation, Planning & Zoning Department**





## MEMORANDUM

For reference, the process to obtain a permit for a wind energy system is found within the state statute Chapter 66.0401(4) and 196.378, with application requirements in Chapter 128 (Subchapter 3). Per statutes wind and solar energy systems would be permitted in areas **not** designated for residential or commercial development. Other state statutes also apply to these particular uses. For example, within the farmland preservation zoning district, a proposed large energy conversion system would be defined as a utility per Chapter 91.44 and 91.46 of Wisconsin State Statute administered by the Department of Agriculture, Trade, and Consumer protection and the county. These uses have **not** been identified as a permitted or accessory use within the farmland preservation zoning district, as the energy converted/generated would not be used on the parcel (in most cases). If the wind turbine is used for the farm residents or to power farm buildings it could be considered an accessory/private use.

Marathon County will utilize the information and requirements from the statutes in the proposed revisions to Marathon County Zoning Ordinance - Chapter 17. The proposed revisions will meet all state requirements and will identify processes, application requirements, and other standards by reference if possible to eliminate overlapping language and unnecessary repetition. The draft ordinance is not yet complete but a draft will be submitted to the Environmental Resources Committee and County Board for approval in the coming months. Please refer to Chapter 66.0401, 196, and PSC 128 of Wisconsin State Statute for additional information, requirements, and standards for wind and energy systems.

**Conservation, Planning & Zoning Department**



## MEMORANDUM

DATE: July 2, 2019  
TO: Environmental Resources Committee  
FROM: Becky Frisch  
SUBJECT: Conservation, Planning and Zoning Department Update

The summer season finds CPZ staff very busy, working with property owners, farmers, contractors, surveyors, and the general public as they proceed with their various projects. The building and farming season is certainly in full swing, despite the challenges of the weather.

Staff has also been working on various policies issues and/or ordinances that are planned to come before ERC before the end of the year. The following items have been mentioned to the committee or have already appeared on agendas but have not been acted upon by the committee:

**Livestock Facilities Licensing Ordinance:** ERC opened a public hearing on ordinance modifications in December, 2018 and in January, 2019 started policy discussion in regards to regulations on winter spreading of manure from licensed facilities. The public hearing has been recessed since December, 2018. Committee has received education and position paper.

**Land Division Ordinance:** ERC has been briefed and educated on the need for a comprehensive ordinance revision. CPZ staff intends to bring proposed changes to the committee this fall. Several possible policy items are in the ordinance revisions including but not limited to private roads, plat review process, and county wide minimum lot size, which were previously discussed by the committee last winter.

**Non-metallic Mining Reclamation Ordinance:** Proposed changes are planned by year's end to address revisions required to the Marathon County reclamation ordinance to come into compliance with changes to the State law changes to NR135.

**Land and Water Plan Update:** Various policy changes will be recommended by staff and the citizen advisory committee as the next 10 year plan is drafted. ERC will be asked to make recommendations to staff on how to draft the plan to meet water quality and soil health goals.

**Animal Waste and Nutrient Management Ordinance:** The ordinance needs to be updated to reflect changes to various Federal Technical Standards. It will also include staff recommendations on codification of the State Performance Standard related to Animal Feedlot runoff.

These policy discussions and/or ordinance modifications will be scheduled in the upcoming months. If there are certain topics you would like to have more education, please indicate that to the chairman and these items can be placed on future agendas.

## Motorized Recreational Coordinator

Payroll Occ Code: XXXX

DBM Rating: B23

FLSA: Non-Exempt

Reports to: Parks, Recreation &amp; Forestry Director

Position Summary:

This is a part-time position working an average of 24 hours per week. September through March may require more than 24 hours per week, while April through August may require less than 24 hours per week. This position administers and coordinates snowmobile, all-terrain vehicle (ATV) and utility terrain vehicle (UTV) trail maintenance and development on both private and public land. The work is performed under the direction of the Parks, Recreation and Forestry Director.

Examples of Work Performed:

The following duties are typical for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Administers and coordinates the maintenance and development of snowmobile and all-terrain vehicle (ATV) trails; prepares grant applications and reimbursement requests for trail maintenance and development projects; updates and prepares maps of snowmobile and ATV trails.
- Provides assistance to snowmobile and ATV clubs on State requirements for the maintenance and development of snowmobile and ATV trails; assists snowmobile and ATV clubs with landowner trail issues.
- Investigates complaints and works with the appropriate snowmobile or ATV club to resolve problems; conducts inspections to ensure trails, signing, and trail infrastructure are in compliance with State and local regulations and maintained to DNR standards
- Promotes trail openings and closings in news release and interviews with local media; updates the County website with trail condition reports as necessary.
- Obtains supplies and equipment necessary to department operations.
- Reports trail hazards and maintenance needs to the appropriate club for repairs or attention.
- Responds to questions and provides miscellaneous information on snowmobile and ATV related inquiries.
- Performs other related functions as required.

Minimum Qualifications Required:

- High school diploma or equivalent.
- Two (2) years of administrative support experience.
- Experience in planning and managing grant programs or projects preferred.
- Public relations or customer service experience desired.
- Equivalent combination of job-related duties and experience desirable.
- Possession of a valid Wisconsin driver's license and a driving record that meets County standards, or the ability to obtain reliable transportation.

Knowledge, Skills, and Abilities Required to Perform Essential Job Functions:

- Knowledge of recreational trails and user issues.



- Skills in working with various recreational trail stakeholders.
- Ability to implement decisions based on data analysis, and overseeing the execution of these decisions.
- Ability to utilize a variety of advisory data and information such as reports, grant instructions and payments, liability insurance, aerial photography and mapping, technical operating and owner manuals, snowmobile bridge guidelines, statutes, procedures, and non-routine correspondence.
- Ability to communicate orally and in writing with supervisor, snowmobile and ATV clubs, other County departments and agencies, State agencies, vendors, committees, the media, and the public.
- Ability to advise and provide interpretation regarding the application of policies, procedures and standards to specific situations.
- Ability to perform addition, subtraction, multiplication and division; calculate percentages, and decimals; may require the ability to utilize descriptive statistics.
- Judgment and Situational Reasoning Ability
- Ability to exercise independent judgment to apply facts and principles for developing approaches and techniques to problem resolution.
- Ability to operate and perform complex rapid adjustment on equipment, machinery and tools such as a snowmobile, ATV, first aid and CPR equipment, chainsaw, small hand tools, computer, and/or related materials used in performing essential functions.
- Ability to work under conditions which require exposure to environmental factors such as temperature and noise extremes, chemicals or machinery. This exposure may cause some discomfort and presents a risk of injury.

Compensation:

Salary range: (B23)

APPENDIX B  
NEW OR EXPANDED POSITION REQUEST

I. GENERAL INFORMATION

Department: Parks, Recreation & Forestry\_\_\_\_\_ Date: June 12, 2019\_\_\_\_\_

Position Requested: Motorized Recreation Coordinator\_\_\_\_\_ FT  PT  FTE .6%  
(If unsure of classification, indicate "To be determined") Number of Positions: 1\_\_\_\_\_

Division Position Will Be Assigned To: Administration\_\_\_\_\_ (Indicate NA if not applicable)

Projected Start Date of Position: July 22, 2019\_\_\_\_\_ Priority Number of This Position: \_\_\_\_\_  
If you are requesting more than one position, prioritize all your requests and indicate the priority number of position.

II. FULL EXPLANATION OF NEED FOR POSITION

A. Is this position request compatible with the County's mission statement?

Yes the position provides opportunities to Marathon County residents to engage in outdoor recreation enhancing their quality of life. The user groups this position serves also manages and maintains miles of trails for residents and visitors to use allowing them to visit different areas of the County. Managing the snowmobile and ATV programs contributes to making Marathon County the healthiest and most prosperous county.

B. What is your department's mission statement and how does position support this mission and/or department strategic plan?

Our mission statement is to adaptively manage our park and forest lands for natural resource sustainability while providing healthy recreational opportunities and unique experiences making Marathon County the preferred place to live, work and play. Snowmobiling and ATVing are unique recreational experiences. Managing the 29 snowmobile clubs to ensure they get funding to provide trails that allow users to have these recreational experiences is needed to ensure the groups are managing and maintaining the trails properly, providing safe trails to ride and enhancing the natural resources of the county.

B. Indicate reasons for asking for position including purpose of position, applicable workload data and trends, etc. **plus attach relevant supporting data.** If more than one position of the same classification is being requested, also justify the number requested.

The position of Motorized Recreation Administrator was a standalone position of the County until 2005. Prior to 2005 the position went from a part time position to a full time position. In 2005 the position was vacated and the tasks were given temporarily to the County's Park Ranger. The dual role of the Park Ranger did not remain temporary and continued as a dual role for 14 years. Over the years the Park Ranger's time commitments for motorized recreational trail management has increased and his enforcement of County Ordinances and attention to visitor safety has decreased.

The current Park Ranger is now retiring and it is important to once again separate out these two positions. A full time Park Ranger is needed to ensure the safety of visitors and the protection of our natural resources. The Motorized Recreation Coordinator is a position required by the state of WI if snowmobile and ATV funds are distributed to clubs for trail maintenance and trail project. This position will be required to work more hours in Sept-March and less hours April-August.

- C. What benefit will the position provide to the County? How does the position improve/enhance customer service and/or address community needs?

This position will fill the requirement of the WI DNR to have a manager of the County's snowmobile and ATV programs in order for the clubs to receive state funding. This position will work closely with the groups ensure all groups receive the same information, the trails are managed properly and the trails are safe for visitors.

- D. Indicate any alternatives to creating this position that were considered and why you still chose to request the position?

It was considered to keep this position's tasks within the requirements of the County Park Ranger. It was concluded that these tasks are not an efficient and effective use of the Park Rangers time or expertise.

- E. What will be the effect if the proposed position is not created?

The snowmobile and ATV clubs in the County will not receive the funding from the state to have and maintain trails within the county.

- F. What criteria will you use to monitor the effectiveness and performance of the position. (Increasing revenues, improved customer service, decreasing costs, enhancing services, etc?)

This position is partially funding by the grants they manage. The amount of grant funding received, the number of projects completed and input from the clubs will indicate the effectiveness and performance of this position.

### III. SPECIFIC DUTIES OF NEW POSITION

- A. List the specific duties position will perform plus the approximate percentage of time to be spent on each duty.

Administers and coordinates the maintenance and development of snowmobile and all-terrain vehicle (ATV) trails; prepares grant applications and reimbursement requests for trail maintenance and development projects; updates and prepares maps of snowmobile and ATV trails. 75%

Provides assistance to snowmobile and ATV clubs on State requirements for the maintenance and development of snowmobile and ATV trails; assists snowmobile and ATV clubs with landowner trail issues. 12%

Investigates complaints and works with the appropriate snowmobile or ATV club to resolve problems; conducts inspections to ensure trails, signing, and trail infrastructure are in compliance with State and local regulations and maintained to DNR standards. 5%

Promotes trail openings and closings in news release and interviews with local media; updates the County website with trail condition reports as necessary. 2%

Obtains supplies and equipment necessary to department operations. 2%

Reports trail hazards and maintenance needs to the appropriate club for repairs or attention. 2%

Responds to questions and provides miscellaneous information on snowmobile and ATV related inquiries. 2%



- B. Could another County department use the expertise of this position? OR could you use the expertise of another department to meet your needs? Why or why not?

This position will have expertise in managing state grants and could be used as a resource to other departments.

The only other department that could possibly assist with the requirement of this position would be the Sherriff's department however they do not have the staff to assist at this time.

- C. If the work is currently being done by the County, how is it being accomplished (contract basis, temporary help, current employee, etc.)? Why is this arrangement no longer acceptable?

The position of Motorized Recreation Administrator was a standalone position of the County until 2005. Prior to 2005 the position went from a part time position to a full time position. In 2005 the position was vacated and the tasks were given temporarily to the County's Park Ranger. The dual role of the Park Ranger did not remain temporary and continued as a dual role for 14 years. Over the years the Park Ranger's time commitments for motorized recreational trail management has increased and his enforcement of County Ordinances and attention to visitor safety has decreased.

The current Park Ranger is now retiring and it is important to once again separate out these two positions. A full time Park Ranger is needed to ensure the safety of visitors and the protection of our natural resources. The Motorized Recreation Coordinator is a position required by the state of WI if snowmobile and ATV funds are distributed to clubs for trail maintenance and trail project. This position will be required to work more hours in Sept-March and less hours April-August.

#### IV. POSITION COSTS AND FUNDING SOURCES

- A. What is the anticipated total cost of this position? (Include salary; benefits; office space, remodeling, furniture, and equipment; travel; and other applicable costs.)

- B. Explain specifically how position will be funded.

Amount of County tax levy: \_\_\_\_\_ % of total costs: 50 % \_\_\_\_\_

Amount of any outside funding: \_\_\_\_\_ % of total costs: 25 % \_\_\_\_\_

Source of outside funding: State Grants

Length of outside funding: Annual

Likelihood of funding renewal: Guaranteed as long as the state funds snowmobile and ATV programs

Would this outside funding be used to offset the levy if not used for this position? No \_\_\_\_\_

- B. Will the proposed position allow your department to increase revenues or decrease expenditures beyond the cost of the position? If yes, how?

No but the amount of grant funding could be increased to offset levy expenses.

- C. Does the proposed position provide preventive services that will lead to cost avoidance or more extensive services in the future? OR Can the proposed position be justified as an investment with future benefits to the County greater than the cost of the position? If yes, how?

Yes, the ability to manage the snowmobile and ATV funds that pay to keep our trails maintained and available to users ensures the clubs will provide that work for the county. If the clubs did not receive the state funding the county would not have snowmobile or ATV trails or it would be the county expenses paying for the trails and trail maintenance.

D. Can the position costs be offset by eliminating or reducing a lower priority function? If yes, explain.

No

V. COMMITTEE OF JURISDICTION

What is the recommendation of the committee of jurisdiction?

NOTE: An updated or new Position Description Questionnaire (PDQ) may be necessary to complete the job evaluation process.

\_\_\_\_\_  
Signature of Supervisor/Manager Completing Request

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date