



## LAND INFORMATION DEPARTMENT

John Lefebvre  
*Director*

Greg Cleereman  
*Conservationist*

Tina Barnes  
*Property Lister*

### AGENDA LAND INFORMATION COMMITTEE

DATE: Monday, March 9<sup>th</sup> 2015  
TIME: 9:00 a.m.  
PLACE: Marinette County Courthouse – County Board Room

1. Call meeting to order
2. Approve agenda
3. Approve minutes of the February 9<sup>th</sup> 2015 meeting.
4. Public Hearing :

**Conditional Use Permit B & D Dairy located in  
NW1/4 NE1/4 S8 T30N R21E, Town of Pound**

- Open Hearing
  - Explanation of Proposed Project
  - Accept Public Comments
  - Close Hearing
  - Discuss/consider conditional use permit application for Brian Lepianka, d.b.a. B & D Dairy located in NW1/4 NE1/4 S8 T30N R21E, Town of Pound. Action, if any.
5. Public Comment - Any person desirous of addressing the Committee on any subject under the Committee's jurisdiction shall first obtain permission from the Committee Chairperson. All such addresses shall be limited to 5 minutes unless otherwise extended by the Committee Chairperson.
  6. Reports by cooperating agencies. Action, if any.
    - NRCS – Program update by Jeff Maroszek
  7. Correspondence. Action, if any. (Correspondence if not specifically listed below will be for information only)
    - Menominee River South Channel Habitat Improvement Conceptual Design.
  8. Discuss/consider responses to RFP #15-025-50 – Register of Deeds Record Book Conversion to Digital Images and recommend to the County Board the awarding of the proposal to the Vendor determined by the Committee to be the most advantageous to Marinette County with payment for services to be made in accordance with RFP. Action, if any.
  9. Discuss/consider recommending to Finance Committee, Personal Committee and County Board approval of the acceptance of grant funding from the Wild Rivers Invasive Species Coalition to fund two limited term water craft inspectors in the summer of 2015 and 2016. Action, if any.
  10. Discuss/consider the Food Preparation Agreement for the 2015 Sand Lake Conservation Camp. Action, if any.
  11. Discuss/consider recommending to the County Board the adoption of a resolution Supporting Targeted Runoff Management Grants. Action, if any.



12. Discuss/consider recommending to the Finance Committee and County Board the establishment of a non lapsing fund for habitat improvement projects. Action, if any.
13. Discuss/consider amendments to Chapter 21 (Shoreland/Wetland Zoning) of the County Code of Ordinances. Action, if any. *(Committee Members please your hard copies of the draft ordinance)*
14. Report(s) by Land Information Staff on Departmental programs and activities. Action, if any.
  - Update Polzin Wildlife Damage Abatement Fence
  - Report on Midwest Manure Summit
  - Report on the Wisconsin Land Information Association Annual Conference
15. Review schedule of invoices Feb 2015. Action, if any.
16. Schedule next meeting
17. Identify possible items for discussion and consideration at the next meeting.
18. Adjourn

Alice Baumgarten	Ted Sauve	Gilbert Engel
Clancy Whiting	Robert Holley	Mary Noll
Fred Meintz	Renee Miller	Kathy Brandt

NOTE: Agenda items may not be considered and acted upon in the order listed

If you are an individual with a disability and need a special accommodation while attending this meeting, as required by the Americans with Disabilities Act, please notify the County Clerk, Marinette County Courthouse (715-732-7406) at least 24 hours prior to the meeting in order to make suitable arrangements. Thank you. (TDD# 715-732-7760)



**CONESTOGA-ROVERS  
& ASSOCIATES**

1400 Lombardi Avenue, Suite 105  
Green Bay, Wisconsin 54304  
Telephone: (920) 490-1663 Fax: (920) 490-1668  
www.CRAworld.com

February 6, 2015

Reference No. 055363

Mr. Ryan Parchim  
Zoning & Sanitary Technician  
Marinette County Land Information Department  
1926 Hall Avenue  
Marinette, WI 54143

Dear Mr. Parchim:

Re: Conditional Use Permit Application  
B&D Dairy  
W7251 E 6<sup>th</sup> Road  
Pound, Marinette County, Wisconsin

## 1.0 Introduction

On behalf of B&D Dairy (Farm), Conestoga-Rovers & Associates (CRA) has prepared this application for a Conditional Use Permit pursuant to Marinette County Chapter 21 – Shoreland-Wetland Zoning, to outline the proposed reclamation plan (land use) for nonmetallic mining activities to be conducted by the Farm. B&D Dairy is located at W7251 East 6<sup>th</sup> Road, Pound, Marinette County, Wisconsin and is owned and operated by Mr. Brian Lepianka (Landowner). B&D Dairy is a Wisconsin Department of Natural Resources (WDNR) permitted dairy farm operating under WPDES Permit No.: WI-0061794.

This application is structured to demonstrate substantial conformance with the standards listed within Marinette County Chapter 21.11 (4) (a) and (b) to obtain a Conditional Use Permit. A copy of the completed Marinette County Zoning Permit Application form is included as Attachment A.

## 2.0 Project overview

B&D Dairy is located in the Township of Beaver approximately 5 miles northeast of Pound, Wisconsin and is comprised of two facilities including: the Main Facility, located at W7251 East 6<sup>th</sup> Road and the Heifer Facility located directly across East 6<sup>th</sup> Road from the Main Facility. The legal description for the Main Facility is the N½, NW¼, T31N R20E, Section 36 and the legal description of the Heifer Facility is the SW¼, SW ¼, T31N R20E, Section 25. B&D Dairy generally

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Equal  
Employment Opportunity  
Employer

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February 6, 2014

Reference No. 055363

- 2 -

consists of the Main Facility, the Heifer Facility, and 3,806.2 acres of cropland owned and rented by the Farm.

As B&D Dairy continues to grow its dairy operation additional housing and land base for animals is required. B&D Dairy recently purchased property that included a parcel with an existing gravel borrow area that has not yet been reclaimed. B&D Dairy would like to conduct nonmetallic mining activities (The Project) on this parcel to harvest sand and gravel that can be used during construction activities at the Main Facility. Following the completion of nonmetallic mining activities, the area will be stabilized as a recreational pond. A Reclamation Permit Application for New Nonmetallic Mining Sites was submitted to Marinette County on January 28, 2015 (CRA report 055363-16). A Proximity Map depicting the location of the Farm and nonmetallic mining site is included on Figure 1.

The nonmetallic mine parcel (Site) is located on the south side of East 22<sup>nd</sup> Road, east of County Road Q and approximately 2.3 miles south of the Farm. The legal description of the nonmetallic mine parcel is the NW $\frac{1}{4}$ , NE $\frac{1}{4}$ , T30N R21E, Section 8 in the Town of Pound. The parcel, ID No.: 028-00581.000, is owned by Mr. Brian Lepianka and consists of 39.2 acres. The Site Map on Figure 2 depicts the property boundaries, access, proposed disturbance area, project phases, the proposed stockpile areas for sand/gravel and topsoil, and best management practices to control sediment transport during project activities. Figure 3 shows the proposed Reclamation Pond Plan. There will be a total land disturbance of four (4) acres with mining activities taking place over three (3) acres and a one (1) acre stockpile area.

Mining operations will be conducted in three phases to allow for reclamation to occur immediately following completion of mining activities in each phase. Each phase will consist of approximately one acre of disturbance. The Site is oriented from southwest to northeast on the south side of East 22<sup>nd</sup> Road as outlined on the Site Plan on Figure 2. Mining activities will begin with Phase 1 at the southwest end of the Site. Construction activities are anticipated to begin in February 2015 and continue through 2017. The proposed reclamation plan and post-mining land use will consist of establishing a recreational pond and wildlife habitat. A building permit for construction of the recreational pond has been submitted to the Town of Pound and will be available at the Site upon issuance.

Dewatering will be conducted as needed during the project. Dewatering will be conducted with the use of a 5 or 10 gallon plastic sump embedded in clear stone within the excavation to filter



**CONESTOGA-ROVERS  
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February 6, 2014

Reference No. 055363

- 3 -

out sediment during dewatering activities. The water pumped from the sump will be passed through a ditch check station consisting of several hay bales staked in place in a "horseshoe" shape to further filter sediment from the water. The bale check will be constructed according to WDNR Technical Standard 1062: Ditch Checks. Pumping will outlet on the southeast side of the proposed pond as depicted on Figure 2. No water from the dewatering activities will be allowed to enter or impact the unnamed stream at any time. A dewatering bag will be utilized if additional filtration becomes necessary. A construction stormwater permit was received from WDNR on February 4, 2015 (FIN 52354) for construction activities at the nonmetallic mining Site and activities at the Main Facility.

The proposed reclamation pond will be approximately 3 acres in size with an average depth of 10 feet. The side slopes of the pond will be 3:1 at a minimum with several locations sloped at 5:1 to allow entry/exit of the pond. A Reclamation Pond Plan detailing the location, entry/exit locations and areas to be reseeded following nonmetallic mining activities is included on Figure 3 and cross sections of the proposed reclamation pond are provided on Figure 4.

### **3.0 Standards Applicable to All Conditional Uses**

An application for a conditional use permit has been prepared due to the proximity of the Project to a waterway. There is an unnamed intermittent stream located approximately 120 feet west of the Site as depicted on Figures 2 & 3. The Project will have no impact on the waterbody during or following Site work.

#### **3.1 The effect of the proposed use on the maintenance of safe and healthful conditions.**

The proposed reclamation pond will improve the current condition of the property by reducing the potential of sediment laden runoff. Also, the property will be returned to natural area that will improve fish and wildlife habitat conditions.

#### **3.2 The prevention and control of water pollution including runoff of nutrients and sediment.**

As the Site is currently an existing gravel borrow area yet to be reclaimed, converting the area to a recreation pond and vegetating the disturbed areas will eliminate the opportunity for sediment laden runoff to leave the Site.



February 6, 2014

Reference No. 055363

- 4 -

**3.3 The size, depth, shape, present and potential use of the affected water body as it relates to the proposed use.**

No waterbodies will be negatively affected as a result of the Project.

**3.4 The effect of the proposed use on public rights in navigable waters.**

The proposed use of the Site as a recreation pond will have no effect on navigable waters nor will it have any effect on public rights on navigable waters. The proposed pond will be a standalone feature on the Site and will not have any inlets or outlets connecting it to the unnamed intermittent stream.

**3.5 The effect of the proposed use on shoreline and near shore fish and wildlife habitat.**

The proposed recreation pond will not have an adverse impact to shoreline and/or near shore fish and wildlife habitat. The proposed pond will improve the local wildlife community by providing additional habitat for fish and wildlife.

**3.6 The effect of the proposed use on the aesthetic objectives of this chapter (21).**

The proposed recreation pond will improve the aesthetics of the Site by reclaiming the historic gravel borrow area as recreational pond.

**3.7 Compliance with local floodplain zoning codes or ordinances and opportunity for damage to adjacent properties due to altered surface water drainage.**

The proposed recreation pond location is within 300 feet of the unnamed intermittent stream; however, it will not alter surface water drainage at the Site. Upon completion of the proposed recreation pond disturbed areas will be vegetated and graded such that the post-project surface water drainage will remain the same as pre-existing conditions. Best management practices (BMPs) will be utilized during the Project in order to reduce delivery of sediment laden runoff from the Site and BMPs will remain in place until vegetation is established on disturbed areas.



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February 6, 2014

Reference No. 055363

- 5 -

**3.8 The erosion potential of the site based upon degree and direction of slope, soil type and vegetative cover.**

There is very little potential for erosion at the Site as it is relatively flat and upon completion the entire Site will remain vegetated outside the proposed recreation pond footprint with the exception of the existing access drive.

**3.9 The location of the site with respect to existing or future access roads.**

The proposed recreation pond will be located south of the existing access road entering from East 22<sup>nd</sup> Road. No additional access roads are being proposed.

**3.10 The need of the proposed use for a shoreland location.**

As described in Section 2, the Farm acquired this parcel of land in a recent land purchase. The Site is currently a historic gravel borrow area yet to be reclaimed. The Farm's proposal is to harvest sand and gravel that can be used during construction activities at the Main Facility and to construct a recreational pond at the Site. The Site vegetation will be left to grow wild and establish additional wildlife habitat in the area.

**3.11 The proposed use's compatibility with uses on adjacent land.**

The proposed pond will have no effect on adjacent land as the proposed recreation pond will be located between two forested wetlands. Neighboring land use in the area is both residential and agricultural.

**3.12 The amount of liquid and solid wastes to be generated and adequacy of the proposed disposal systems.**

The proposed land use will not generate any solid or liquid wastes as none of the sand/gravel that is removed will be processed on the Site.

**3.13 Location factors under which:**

**3.13(a) Domestic uses shall be generally preferred**

The proposed recreation pond will be utilized domestically as a natural area.



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February 6, 2014

Reference No. 055363

- 6 -

**3.13(b) Uses not inherently a source of pollution within an area shall be preferred over uses that are or may be a pollution source**

The proposed land use as a recreation pond and wildlife area will not generate any pollution. The Project will eliminate sediment transport from the Site by stabilizing the soils with new vegetation.

**3.13(c) Use locations within an area tending to minimize the possibility of pollution shall be preferred over use locations tending to increase that possibility**

The location and use of the proposed recreation pond will minimize pollution and reclaim a nonmetallic mine.

I trust you will find this information in order. If you have additional questions, please contact me at 920-490-1663.

Yours truly,

CONESTOGA-ROVERS & ASSOCIATES

Nicholas J. Coady, EIT

NC/gs/1

Encl.

cc: Brian Lepianka, B&D Dairy

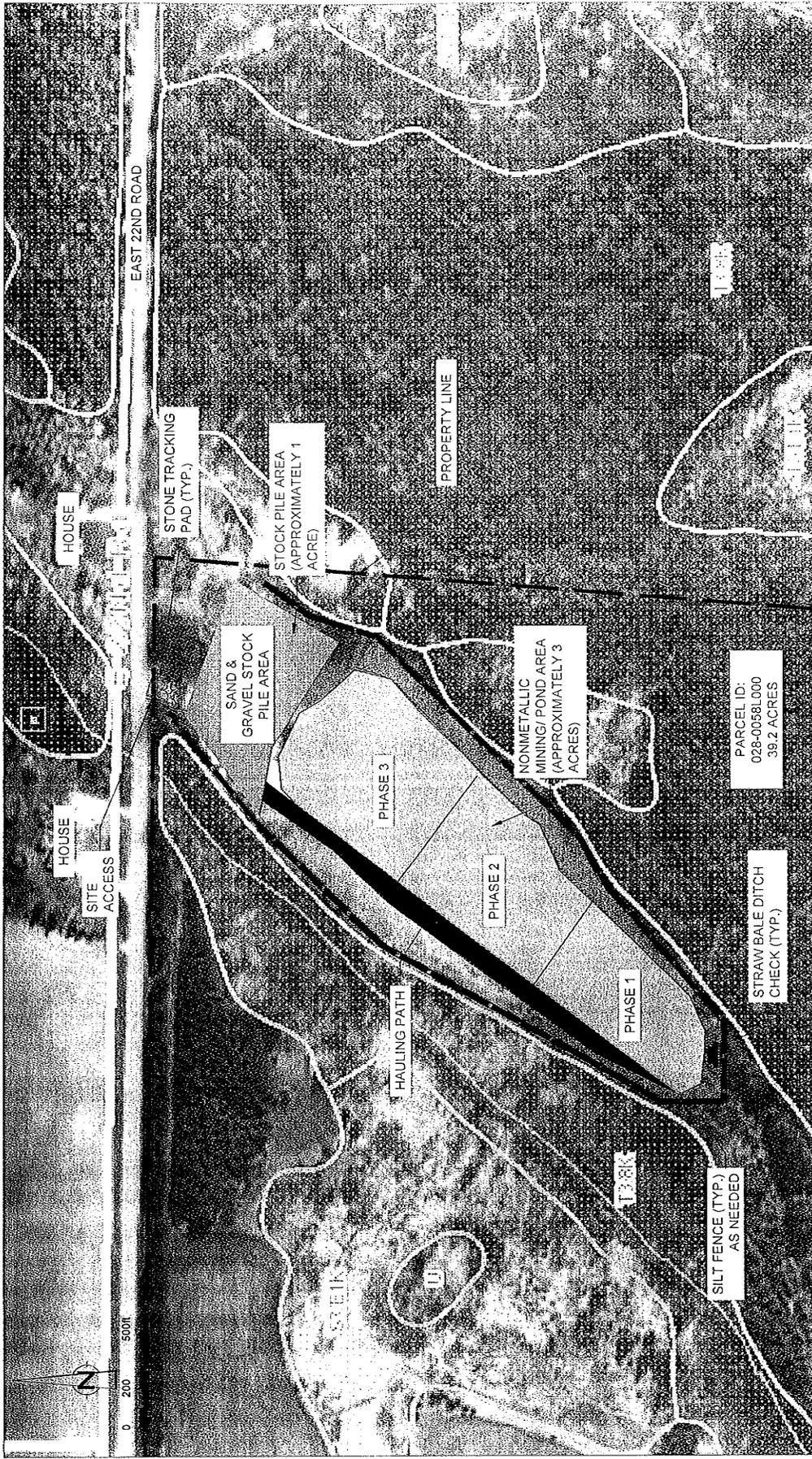


figure 2  
SITE PLAN  
PROPOSED CONDITIONS  
B&D DAIRY  
MARINETTE COUNTY, WISCONSIN

	PROPERTY LINE		STRAW BALE DITCH CHECK
	SILT FENCE		HAULING PATH
	STONE TRACKING PAD		SAND & GRAVEL STOCK PILE AREA
	WISCONSIN WETLANDS INVENTORY		TOPSOIL STOCK PILE

PARCEL ID:  
028-00581.000  
39.2 ACRES

SILT FENCE (TYP.)  
AS NEEDED

STRAW BALE DITCH CHECK (TYP.)

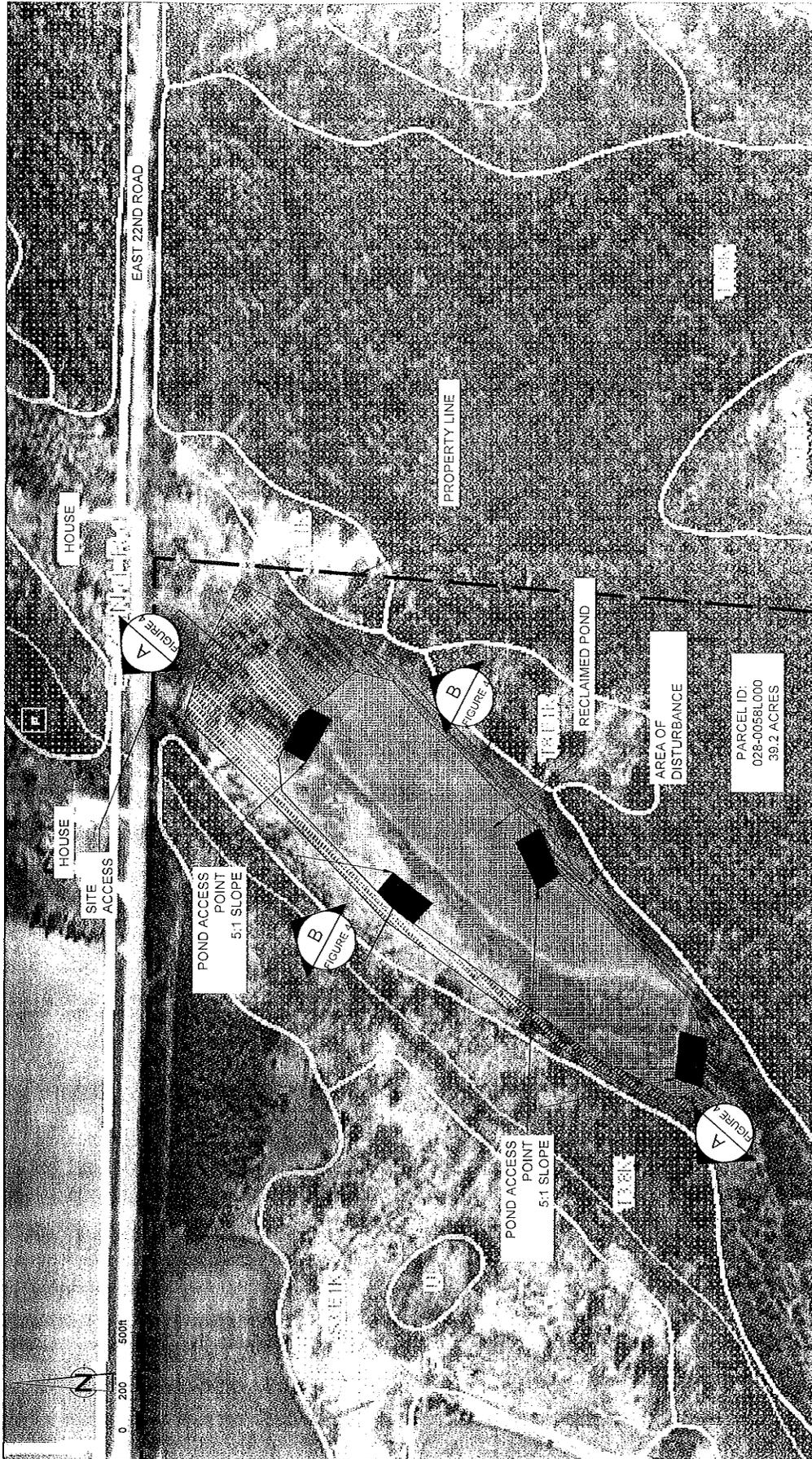


figure 3  
 RECLAMATION POND PLAN  
 B&D DAIRY  
 MARINETTE COUNTY, WISCONSIN

WISCONSIN WETLANDS INVENTORY  
 AREA OF DISTURBANCE  
 POND ACCESS

PARCEL ID:  
 028-0058L000  
 39.2 ACRES



055963-26(PAR001)CH-G8001 FEBRUARY 4/2015

SOURCE: WI DNR AT 1:5,000 SCALE

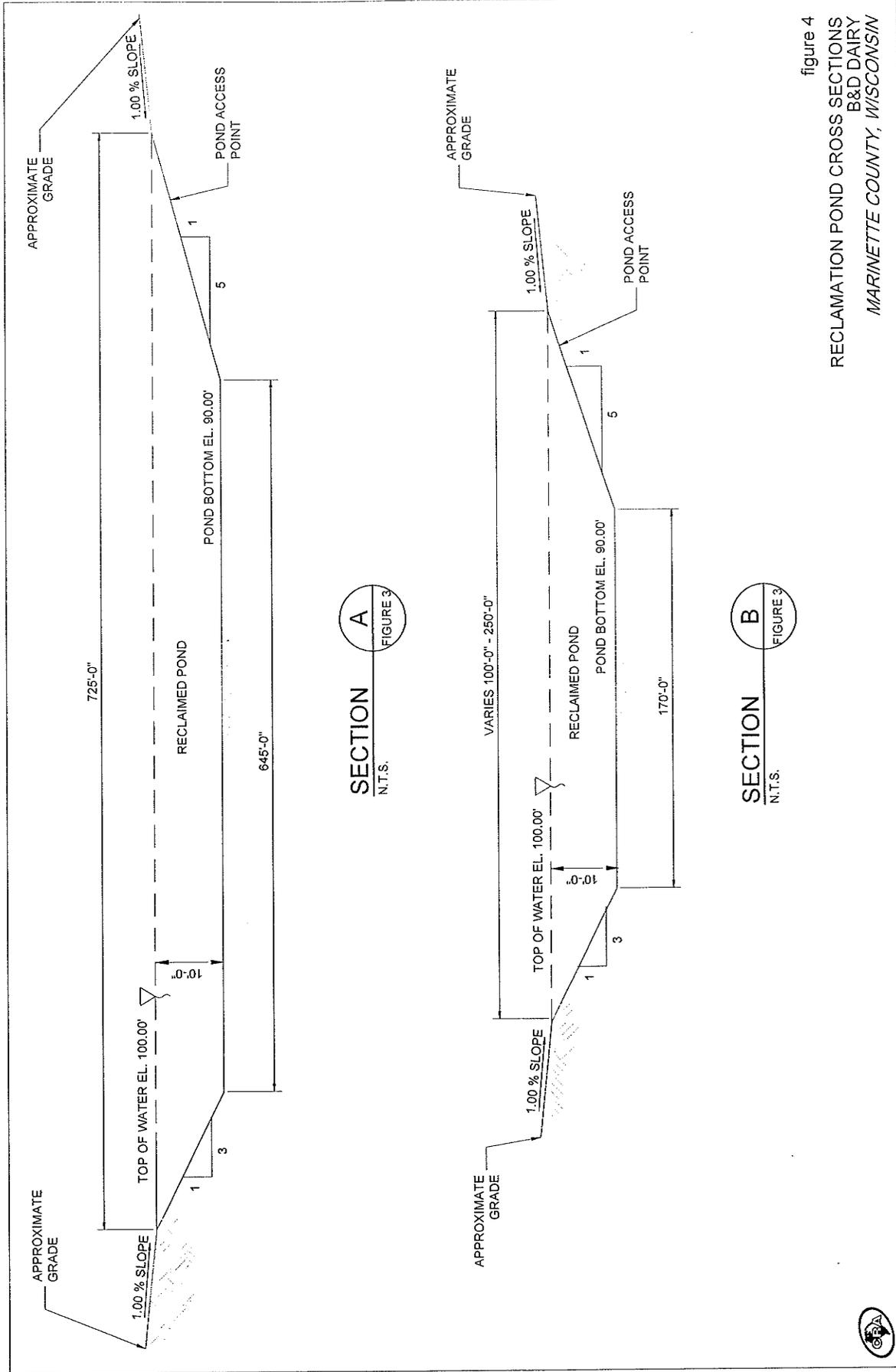


figure 4

RECLAMATION POND CROSS SECTIONS  
B&D DAIRY  
MARINETTE COUNTY, WISCONSIN





**SHEET NOTES**

1. LOWER OGDEN STREET CROSSING BED ELEVATION AND RETROFIT SANITARY LINE TO ACCOMMODATE CHANNEL.
2. INSTALL FLOODPLAIN CULVERTS
3. STEPPEDSIDE BUFFER WITH CURBS AND GUTTER EDGE.
4. BARROW CHANNEL WITH DAY-POLES.
5. LARGE WOOD AS SMALL JAWIS OR INTEGRATED INTO TOE OF BANK.
6. REMOVE RAILROAD BRIDGE.
7. REMOVE RAILROAD BERM
8. REMOVE BUILDINGS AND DRIVEWAY
9. REDUCE PARKING AREA TO SIZE APPROPRIATE FOR SMALL BOAT OR CANOE LAUNCH
10. GRADE FOR SAFE BOAT OR CANOE LAUNCH
11. ROOKERY - INSTALL POLES (TYPICAL 3). CONDUCT FOREST MANAGEMENT AND INVASIVE TREATMENT.
12. GRADE PENINSULA - MATERIAL MAY BE ABLE TO BE USED FOR BAR EXTENSION CONSTRUCTION.
13. PIKE SPANNING MARSH WITH OUTLET.
14. WILD RICE PLANTINGS IN HYDRAULICALLY APPROPRIATE AREAS
15. TRAIL WITH CONNECTED BOARDWALKS TO WILDLIFE VIEWING PLATFORMS.
16. RIPARIAN FOREST RESTORATION

**Proposed Conditions**



301 S. Livingston St., Suite 200  
Madison, WI 53703  
509.441.0342  
www.interfluve.com



Anderson Engineering of Minnesota, LLC  
Scale 1/8" = 1'-0" Vertical Feet  
Plymouth, WI 53441  
509.441.0342  
www.andersoneng.com



## Operating Plan/Statement of Work

### I. Project Description:

Continued deployment of a watercraft cleaning station and boater education: Continue operating a boat wash station in the Wild Rivers Invasive Species Coalition (WRISC) management area, which consists of 5 counties in 2 states, all within the Lake Michigan Watershed.

### II. Forest Service Shall:

1. Provide Forest Service staff for professional consultation and project oversight when needed (District Ecologist).
2. Reimburse Dickinson Conservation District for associated costs to this project (see attached Financial Plan).

### III. WRISC Shall:

1. Provide training and supervision to watercraft inspectors and project coordination.
2. Provide the hot water pressure washer to be used as a portable boat washing station.
3. Operate the boat wash at public-access lakes in the WRISC management area, all of which lies within the Great Lakes watershed. Priority will be given to lakes with known AIS infestations.
4. Conduct AIS outreach events in each of the 5 WRISC counties.
5. Print and dispense educational materials that teach invasive species identification, early detection and rapid response, and provide information on who to contact about invasive species. These educational materials will support the invasive species educational program.
6. Provide WRISC Coordinator or key partners the opportunity to both present and bring back information relating to AIS at regional conferences.
7. Document boat ramp locations where inspections and/or the boat wash was utilized, with map and GPS locations. Include the brand and model of GPS, datum and coordinate system used.
8. Conduct Clean Boats Clean Waters surveys following DNR protocol. Record data on the current Wisconsin/ Michigan DNR Watercraft Inspection Report Form.
9. Identify and record AIS found. Voucher specimens will be sent to the county's AIS coordinator.
10. Any new infestations will be entered in the MISIN data base by the WRISC project coordinator.
11. Enter all Watercraft Inspection Report Form data into the Wisconsin's Surface Water Integrated Monitoring System (SWIMS) database. <http://dnr.wi.gov/lakes/CBCW/cbcw-reporting.html> or the Michigan reporting system being developed [www.miseagrant.umich.edu](http://www.miseagrant.umich.edu).
12. Provides monthly summary activities to county AIS coordinator or Forest Service Ecologist regarding the boat wash operation and activities of the LTEs, as well as the activities and accomplishments of the WRISC Project Coordinator.
13. Prepare a final written report that documents the dates and locations of all boat ramps where the boat wash was used, number of boats washed, and a summary of the Clean Boats Clean Waters surveys on all lakes visited by LTEs.
14. Prepare a final written report that documents the number of people reached for invasive species education, the number and types of information products that were printed or developed, the results of the workdays, and copies of all WRISC press releases.

### IV. Goals:

The goal of this project is to reduce the spread of aquatic invasive species between lakes in the Great Lakes watershed by educating boaters about AIS and clean boating practices and physically cleaning boats at source populations for Zebra Mussels and high traffic water events such as fishing tournaments.

## V. Objectives:

- A. Increase public awareness about invasive species and to encourage good stewardship through preventative measures.
- B. Utilize a boat wash station to remove invasive species from boats to prevent their spread to un-infested waters.
- C. Document 2500 boater contacts using the Clean Boats Clean Waters protocols and enter all Watercraft Inspection Report Form data into the Wisconsin's Surface Water Integrated Monitoring System (SWIMS) database or Michigan Sea Grant where appropriate.
- D. Document new AIS infestations and provide rapid response for early detection species.
- E. Develop more educational tools to reach the general public.
- F. Foster a landscape level awareness of AIS in the 5 county, 2 State WRISC Management Area.
- G. Promote regional information sharing and education by WRISC participation in at least two AIS conferences per year.

## VI. Tasks and Timeline:

The tasks and general timeline for this project are as follows:

<b>Tasks</b>	<b>Time Frame</b>	<b>Who Will Complete Work</b>
Recruit and fill two LTE positions.	Feb-April 2015 Feb-April 2016	Marinette County Land Conservation Dept, WRISC Board rep, fiscal agent Dickinson CD, USFS rep
Employee Orientation, Workshop on AIS present in the counties, learn how to operate the boatwash station, prepare all educational materials	Mid to late May, 2015 Mid to late May 2016	WRISC Project Coordinator and partner AIS Coordinators
Schedule the boatwash LTEs	Weekly	County AIS Coordinator and/or WRISC Coordinator
Work with the counties and Lake Associations to schedule the boatwash station at public boat landings.	Continually, all summer	AIS Coordinators, WRISC Coordinator, and WRISC partners
Support other AIS projects in the Great Lakes watershed	Continually, all summer	LTEs, WRISC Project Coordinator, WRISC partners

Mobilize rapid response efforts in the event of an EDRR species siting	Throughout grant	WRISC Project Coordinator, WRISC Board, partner AIS Coordinators, LTEs
Host AIS outreach events in each of the 5 counties	Continually throughout grant	WRISC Project Coordinator and partners
Develop and procure educational materials, update website	Continually throughout grant	WRISC Project Coordinator, AIS Coordinator, WRISC fiscal agent
Operate boatwash station, perform watercraft inspections for 2500 boater contacts, support other AIS projects	Continually, all summer, with emphasis on weekends and holidays:	LTEs and Coordinators
Monthly summary of activities	Due first week of each month	AIS Coordinator or WRISC Coordinator
Review monthly report	By mid-month	WRISC Project Coordinator
Watercraft inspection data entry into web databases	Continually all summer	LTEs with oversight from WRISC Project Coordinator and AIS Coordinator
Final report	October	AIS Coordinator, WRISC Project Coordinator, WRISC fiscal agent
Review Final Report	By end of grant	WRISC Board of Directors, Forest Service Ecologist, WRISC fiscal agent- Dickinson Conservation District

**VII. Long Term Benefits:**

Preventing the spread of invasive species is a high priority for all levels of stakeholders in the WRISC management area (i.e. landowners, land managers, recreationists, etc.) where tourism and outdoor recreation are primary economic drivers. The long term benefits of this project include, but not limited to, promote a long term behavioral shift through repeated actions (cleaning boats will become the norm), containment of invasives in previously infested waters, enhanced protection of non-infested waters, and increased awareness of invasive species.

Attachment:  USFS Agreement No.:  15-PA-11091300-028 Mod. No.:   
 Cooperator Agreement No.:

**Note: This Financial Plan may be used when:**  
 (1) No program income is expected and  
 (2) The Cooperator is not giving cash to the FS and  
 (3) There is no other Federal funding

**Agreements Financial Plan (Short Form)**  
 Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS				(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$1,230.00	\$29,050.00		\$14,984.20	\$45,264.20
Travel		\$11,480.00			\$11,480.00
Equipment			\$6,000.00		\$6,000.00
Supplies/Materials		\$2,470.00	\$2,420.00		\$4,890.00
Printing		\$2,000.00			\$2,000.00
					\$0.00
					\$0.00
Subtotal	\$1,230.00	\$45,000.00	\$8,420.00	\$14,984.20	\$69,634.20
Coop Indirect Costs					\$0.00
FS Overhead Costs					\$0.00
Total	\$1,230.00	\$45,000.00	\$8,420.00	\$14,984.20	\$69,634.20

Total Project Value:

Matching Costs Determination	
Total Forest Service Share =	(f)
(a+b) ÷ (e) = (f)	66.39%
Total Cooperator Share	(g)
(c+d) ÷ (e) = (g)	33.61%
Total (f+g) = (h)	100.00%

2. Cost Analysis:

Use the following section to show additional information that supports the lump sum figures provided above. The following Cost Analysis boxes, (a)-(d), should provide a cost analysis of the corresponding matrix columns, (a)-(d), above, e.g. matrix column (a) FS Non-Cash Contribution should be analyzed under block (a), below, and matrix column (b) FS In-Kind Contribution should be analyzed under block (b), below, etc. Furthermore, each cost analysis box, below, should have clear labels indicating which cost element, above, is being analyzed, e.g. Salary/Labor = hrs or days x rate; Travel = miles x rate, or months x FOR rate (that is, days x per diem rate; Equipment Use = hrs or days x rate; Supplies & Materials—list of items and estimated cost; Printing = estimated cost per item; Indirect Cost = Direct cost x current indirect rate.

If necessary, add additional sheets for cost analysis. To compress any unwanted portion(s) of this section, highlight the section to be hidden, then select "Format", "Row", and "Hide" from the toolbar.

**Column (a)** Salary: GS 9 Ecologist 30 hours at 41.00/hr= \$1230.00

Forest  
Service  
Noncash  
Contribution

**Column (b)** Personnel: 2 LTE Boatwash Operators x 14 wks x 20 hrs/wk x 14.76/hr x 2 yrs = \$16531.20 + 1 Marinette Co AIS Coord x 96 hrs x 1 yr x \$40.12/hr = \$3851.52 + Marinette Co Conservationist 60 hrs x 1 yr x \$55.79/hr= \$3347.40 + Dickinson Conservation District Administrator 200 hrs x \$17.00/hr = \$3400 + WRISC Coord 96 hrs x \$20/hr = \$1920 Travel: Mileage LTEs \$.565/mi x 4000 miles/yr x 2 yrs= \$4480 + Vehicle rental \$250/wk x 14 wks/yr x 2 yrs= \$7000 Supplies/Materials: Boat wash supplies (Nozzles, hoses, tune-ups, fluids, locks, covers) \$300 x 2 yrs= \$600 + Containment pad/pump 1 x \$1870.00 Education Materials & Printing: \$1000 x 2 yrs = \$2000

Forest  
Service  
Cash to  
Cooperator

**Column (c)** Equipment: Hot pressure washer, trailer mounted \$6000 Supplies: Laptop Computer/software \$700 + GPS Unit \$200 + Boatwash storage \$30/mo x 12 mos x 2 yrs= \$720 + Office space \$100/mo x 4 mos x 2 yrs = \$800.00

Cooperator  
Noncash  
Contribution

**Column (d)** Salaries: WRISC Project Coordinator 40 hrs x \$20.64 x 2 yrs= \$1650.40 + Dickinson CD Bookkeeper 20 hrs x \$13.60/hrs x 2 yrs= \$544.00 + WRISC/Lake Volunteers 5 hrs/wk x \$21.79/hr x 12 wks/yr x 2 yrs= \$2614.80 + County AIS Coords \$36.00/hr x 2 hrs/wk x 14 wks x 2 yrs= \$2016.00 + Florence Co LCD Conservationist \$30/hr x 2 hr/wk x 18 wks x 2 yrs= \$2160.00 + Florence CBCW Staff 200 hrs x \$15/hr x 2 yrs = \$6000.00

Cooperator  
Third Party  
In-Kind  
Contribution

**FOOD PREPARATION AGREEMENT  
SAND LAKE CONSERVATION CAMP**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2015 by and between Marinette County (COUNTY) and Kathy Schenk (CONTRACTOR) for the purpose of preparation of the meals for the 2015 Sand Lake Conservation Camp June 24-26, 2015.

**1.0 SCOPE OF SERVICES**

The CONTRACTOR agrees to furnish all food and labor necessary to prepare and feed all attendees and volunteers at the 2015 Sand Lake Conservation Camp.

**2.0 CONTRACTOR RESPONSIBILITIES**

- (1) Maintain a valid Food Service Sanitation Certification
- (2) Plan all meals.
- (3) Submit a meal menu to the COUNTY for approval prior to ordering the food.
- (4) Order all the necessary food and condiments.
- (5) Supervise the volunteers who are assigned to assist with the dining room cleanup and the dish washing.
- (6) Clean all cooking utensils and pans.
- (7) Maintain an orderly and clean kitchen.

**3.0 COUNTY RESPONSIBILITIES**

- (1) Provide access to the Camp Bird kitchen, as well as, access to all cooking apparatuses and utensils within the kitchen for preparation of the meals.
- (2) Review and approve the menu.
- (3) Provide the necessary volunteers to setup the dining room before each meal, clean the dining room after each meal and assist with the washing of the dishes and utensils.
- (4) Provide overnight accommodations at Camp Bird for the cook and one assistant for Wednesday, June 24, 2015 and Thursday, June 25, 2015.

**4.0 PROJECT TIME TABLE**

The CONTRACTOR shall prepare food for the following meals:

- Wednesday, June 24, 2015 Lunch Meal @ 12 p.m.
- Wednesday, June 24, 2015 Dinner Meal @ 5 p.m.
- Wednesday, June 24, 2015 evening snack 9 p.m.
- Thursday, June 25, 2015 Breakfast Meal @ 7:30 a.m.
- Thursday, June 25, 2015 Lunch Meal @ 12 p.m.
- Thursday, June 25, 2015 Dinner Meal @ 5 p.m.
- Thursday, June 25, 2015 evening snack 9 p.m.
- Friday, June 26, 2015 Breakfast Meal @ 7:30 a.m.
- Friday, June 26, 2015 Lunch Meal @ 11:30 a.m.

This agreement shall be extended because of actions or conditions caused by an act of God, war, government actions or conditions beyond the control of the CONTRACTOR and/or COUNTY. This agreement may also be extended upon mutual agreement of the parties.

Delays affecting the services provided which are attributed to or caused by the CONTRACTOR, may be considered cause for termination of this agreement. In the event the COUNTY terminates the agreement for cause the COUNTY

shall be responsible for reimbursing the CONTRACTOR for any actual out of pocket expenses incurred but shall not be responsible for reimbursing the CONTRACTOR for services rendered. Any food the CONTRACTOR has been reimbursed for and not served to the attendees shall become the property of the COUNTY either upon termination of this agreement or conclusion of Camp.

In the event the CONTRACTOR terminates the agreement the COUNTY shall not be responsible for reimbursing the CONTRACTOR for expenses or services incurred or rendered. If the COUNTY has already reimbursed the CONTRACTOR for expenses the CONTRACTOR shall refund the COUNTY its payment(s).

## **5.0 OWNERSHIP OF SUPPLIES**

Upon completion of the work specified under this agreement or termination of this agreement, all supplies purchased by the COUNTY shall be delivered to and become the property of the COUNTY.

## **6.0 INSURANCE AND HOLD HARMLESS**

The CONTRACTOR shall hold the COUNTY harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from arising out of performance of the agreement unless such claims are a result of the COUNTY'S own sole negligence.

CONTRACTOR shall provide proof satisfactory to the COUNTY that it has in effect at least the following insurance coverage. The COUNTY does not represent that these amounts are sufficient and contractor should exercise judgment about the adequacy of insurance coverage.

WORKERS COMPENSATION: CONTRACTOR shall provide statutory workers compensation coverage for its employees who shall not be considered employees of the COUNTY in any way.

AUTO LIABILITY: Minimum limit of \$300,000 per occurrence to cover bodily injury and property damage arising out of ownership, maintenance, or use of any motor vehicle, including owned, non-owned and hired.

GENERAL LIABILITY: Minimum limit of \$1,000,000 per occurrence. This shall be broad form coverage.

Insurance may be provided in the form of a base policy together with umbrella or excess policy. The excess or umbrella policy shall not be more restrictive than the underlying policy.

## **7.0 PAYMENT:**

Upon proof of insurance the COUNTY shall make payment to the CONTRACTOR for insurance as identified in exhibit A, attached and incorporated by reference. Payment for food supplies shall be made to the CONTRACTOR upon submittal of paid receipts and/or directly to the food vendor by the COUNTY. Payment for the services rendered during the Camp shall be made within 30 days of completion of the camp. The price quote submitted by CONTRACTOR attached and incorporated as exhibit A is made a part of this agreement.

## **8.0 ASSIGNMENT SUBCONTRACTS:**

This agreement or any right or duty in whole or in part under this agreement may not be assigned, delegated or subcontracted to outside associates or consultants by the CONTRACTOR without the written consent of the COUNTY. The CONTRACTOR shall provide to the COUNTY in writing a request to assign, delegate or subcontract to outside associates work related to this service along with copies of subcontracts or agreements of any other subcontractors and/or outside associates required in connection with the services covered by this agreement. The COUNTY shall review the information submitted and respond to such request in writing. The CONTRACTOR remains the primary contractor and is responsible and liable for performance under this agreement.

**9.0 COUNTY/CONTRACTOR CONTACTS:**

All communications regarding this agreement shall be made through the designated COUNTY/CONTRACTOR contacts. The designated contacts are:

COUNTY - Greg Cleereman  
Land Information Department  
1926 Hall Avenue  
Marinette, WI 54143-1717  
Phone (715) 732-7783

CONTRACTOR - Kathy Schenk  
150 S. Beebe Avenue  
Peshtigo, WI 54157

**10.0 ENTIRE AGREEMENT:**

This agreement shall constitute the entire agreement and previous communications or agreements pertaining to this contract are hereby superseded. Any agreement revisions shall be made by a written amendment to this agreement, signed by both parties prior to the ending date of this agreement.

**11.0 CONTRACTUAL RELATIONSHIP:**

Both parties agree that the relationship between the parties shall be that of an Independent Contractor and shall not be construed to be an Employer-Employee relationship; specifically the parties agree that:

- a) The Contractor will be responsible to pay all Federal, State and Social Security taxes on any income received under this Agreement.
- b) No fringe benefits or other compensation not specifically stated in this contract shall be paid to Contractor.

**12.0 LAWS GOVERNING**

This agreement shall be governed by the laws of the State of Wisconsin.

The undersigned, as representative of the COUNTY and as representative of the CONTRACTOR, hereto agree to this agreement as of the day and year first written above.

COUNTY

Date \_\_\_\_\_

By \_\_\_\_\_  
Kathy Brandt  
County Clerk

CONTRACTOR

Date \_\_\_\_\_

By \_\_\_\_\_  
Kathy Schenk

**Exhibit A**

**Price Quote for 2015 Sand Lake Conservation Camp:**

Food Supplies estimated cost of \$1,750.00

Insurance Certificate Fee \$350.00

Service Fee: \$450.00

Submitted this \_\_\_\_\_ day of April, 2015.

\_\_\_\_\_  
Kathy Schenk

150 S. Beebe Ave

Peshigo

WI

54157

Address

City

State

Zip

**SUPPORTING TARGETED RUNOFF MANAGEMENT GRANTS**

WHEREAS, Marinette County is interested in acquiring multiple grants from the Wisconsin Department of Natural Resources (WDNR) for the purposes of implementing measures to control agricultural pollution sources as described in the applications and pursuant to §281.65 or 281.66, Wis. Stats., and Administrative Code NR151, 153, and 155; and,

WHEREAS, the projects are located in Marinette County at:

Dunbar T37N R19E Section 27	Parcel Number 010-01950.000
Grover T30N R21E Section 25	Parcel Number 014-00528.000
Lake T31N R21E Section 5	Parcel Number 016.00147.000
Middle Inlet T33N R21E Section 30	Parcel Number 018-00710.000
Pound T30N R20E Section 1	Parcel Number 028-00015.003
Pound T30N R21E Section 33	Parcel Number 028-00793.000
Stephenson T32N R19E Section 28	Parcel Number 032-01682.001

WHEREAS, each grant application is in the amount of \$150,000.00; for each project Marinette County receives five percent (5%) to a maximum of \$5,000.00 for technical services and charges a \$500.00 permit fee.

NOW, THEREFORE, BE IT RESOLVED the Marinette County Board of Supervisors authorizes the County Conservationist to apply for, accept if awarded and administer the above referenced grants; and

BE IT FURTHER RESOLVED in the event it becomes necessary to change projects, the County Conservationist is authorized to find new program participants meeting Wisconsin Department of Natural Resources guidelines for substitution. The Marinette County Land Information Committee shall approve the new project prior to submittal; and

BE IT FURTHER RESOLVED Marinette County hereby authorizes the County Conservationist or designee to sign and submit *Environmental Hazard Assessment* forms.

BE IT FURTHER RESOLVED Marinette County will comply with all state and federal laws, regulations and permit requirements pertaining to the projects and to fulfillment of the grant document provisions.

Adopted this 24th day of March 2015 by a majority vote of a quorum of the Marinette County Board.

\_\_\_\_\_  
Vilas Schroeder, Chairperson

\_\_\_\_\_  
Kathy Brandt, Clerk

Marinette County Finance Department  
Fiscal Impact Statement

---

Number \_\_\_\_\_

Ordinance

Resolution

**SUPPORTING TARGETED RUNOFF MANAGEMENT GRANTS**

Fiscal Impact Statement:

*Targeted runoff management grants are available for 70% of eligible cost not to exceed \$150,000 per project. The 30% match is usually funded by the project participant. Reimbursement by the State for eligible project work performed by County employees may be no more than 5% of the total project work reimbursement. As all cost of County employees that would perform services related to the projects is already included in the County budget along with the anticipated revenues, there is no additional fiscal impact to the County.*

*Patrick Kass*

Patrick Kass  
Finance Director

March 3, 2015

Date

SCHEDULE OF PAID INVOICES - LAND INFORMATION  
FOR: 02/2015 - 02/2015

MFR0010 MARINETTE COUNTY  
12:47:23 WISCONSIN

REF NBR	CHECK NBR	VOUCH NBR	DATE PAID	PO NBR	VENDOR NBR	PAYEE	DESCRIPTION	ACCOUNT NUMBER	SUB-TOTAL	TOTALS
00000	165174	01180	02/12/15	00000	02821	JOHNSON'S MARKET	2014 DEER DONATION PROGRAM - 2 DEER	100-33-56300-291-071*		110.00
00000	165174	01180	02/12/15	00000	02821	JOHNSON'S MARKET	VENISON PROCESSING FEE (2)	100-33-56300-291-071*		
00000	000000	01037	02/09/15	00000	02371	JP MORGAN CHASE	AMAZON.COM, INC.	100-33-56300-410-000	37.52	
00000	000000	01037	02/09/15	00000	02371	JP MORGAN CHASE	BINDERS FOR PARCEL INFO	100-33-56300-410-000		
00000	000000	01143	02/09/15	00000	02371	JP MORGAN CHASE	DELL MARKETING L.P.	219-33-56300-980-000	1,440.00	
00000	000000	01143	02/09/15	00000	02371	JP MORGAN CHASE	2 DELL SYSTEMS	219-33-56300-980-000		
00000	000000	01577	02/23/15	00000	02371	JP MORGAN CHASE	ESRI INC	219-33-56300-495-000	5,200.00	
00000	000000	01577	02/23/15	00000	02371	JP MORGAN CHASE	INV 92928421 MAINT ARCGIS	219-33-56300-495-000		
00000	000000	00728	02/02/15	00000	02371	JP MORGAN CHASE	INTUIT PAYMENT SOLUTIONS,	100-33-56300-448-000	6.90	
00000	000000	00728	02/02/15	00000	02371	JP MORGAN CHASE	EDUCATION POSTER	100-33-56300-448-000		
00000	000000	01076	02/09/15	00000	02371	JP MORGAN CHASE	NEW-CELL, INC.	100-33-56300-225-000	140.28	
00000	000000	01076	02/09/15	00000	02371	JP MORGAN CHASE	INV# 933098 CELL PHONE	100-33-56300-225-000		
00000	000000	00831	02/02/15	00000	02371	JP MORGAN CHASE	PAYPAL	100-33-56300-448-000	101.57	
00000	000000	00831	02/02/15	00000	02371	JP MORGAN CHASE	OWL PELLETS	100-33-56300-448-000	30.07	
00000	000000	00831	02/02/15	00000	02371	JP MORGAN CHASE	BOOKS FOR TOAD	100-33-56300-448-000		
00000	000000	01250	02/17/15	00000	02371	JP MORGAN CHASE	PELKINS SMOKEY MEAT MARKE	100-33-56300-448-072	935.00	
00000	000000	01250	02/17/15	00000	02371	JP MORGAN CHASE	MEAT PROCESSING HUNT FOR HUNGR	100-33-56300-291-071*		
00000	000000	01022	02/09/15	00000	02371	JP MORGAN CHASE	MONUMENT PRESERVATION	219-33-56300-291-000	3,375.00	
00000	000000	01022	02/09/15	00000	02371	JP MORGAN CHASE	ROB KAMPS LAND SURVEYING	219-33-56300-291-000		
00000	000000	01600	02/23/15	00000	02371	JP MORGAN CHASE	STARZER MEATS LLC	100-33-56300-291-071*	1,540.00	
00000	000000	01600	02/23/15	00000	02371	JP MORGAN CHASE	MEAT PROCESSING HUNT FOR THE H	100-33-56300-291-071*		
00000	000000	01030	02/09/15	00000	02371	JP MORGAN CHASE	THE LEATHER FACTORY LP	100-33-56300-448-073	97.89	
00000	000000	01305	02/17/15	00000	02371	JP MORGAN CHASE	SAND LAKE PROGRAM MATERIALS	100-33-56300-448-073		
00000	000000	01305	02/17/15	00000	02371	JP MORGAN CHASE	UNIVERSITY OF WISCONSIN M	100-33-56300-424-000	195.00	13,099.23
00000	000000	01565	02/23/15	00000	02371	JP MORGAN CHASE	CALS CONFERENCE	100-33-56300-424-000		
00000	000000	01565	02/23/15	00000	02371	JP MORGAN CHASE				
00000	165340	01433	02/19/15	00000	00382	LMLWCA	2015 ANNUAL DUES ASSESSMENT	100-33-56300-424-000	150.00	
00000	165340	01433	02/19/15	00000	00382	LMLWCA	2015 ANNUAL DUES ASSESSMENT	100-33-56300-424-000		
00000	165105	00984	02/05/15	00000	06365	MARINETTE CO CLERK	POSTAGE	100-50-51710-411-000	5.06	
00000	165105	00984	02/05/15	00000	06365	MARINETTE CO CLERK	REGISTER OF DEEDS POSTAGE	100-50-51710-411-000		
00000	165083	00962	02/05/15	00000	01624	MCGUIRE SURVEYING	PERPETUATION OF ROAD PLSS MONUMENTS	219-33-56300-291-000	6,250.00	
00000	165083	00962	02/05/15	00000	01624	MCGUIRE SURVEYING	INVOICE #5	219-33-56300-291-000		
00000	165090	00938	02/05/15	00000	02660	MEATSKI'S SEAFOOD & MEATS	VENISON PROCESS - 16 DEER	100-33-56300-291-071*	880.00	
00000	165090	00938	02/05/15	00000	02660	MEATSKI'S SEAFOOD & MEATS	VENISON PROCESS - 16 DEER	100-33-56300-291-071*		
00000	165109	00991	02/05/15	00000	80920	NOE, DAVID	REFUND OF FEE	100-33-48601-000-000	20.00	
00000	165109	00991	02/05/15	00000	80920	NOE, DAVID	REFUND OF FEE	100-33-48601-000-000		
00000	165358	01456	02/19/15	00000	80822	NOLL, MARY	KELLY LAKE SEPTIC & LIC MEETING	100-33-56300-140-071	96.83	
00000	165358	01456	02/19/15	00000	80822	NOLL, MARY	PER DIEM MILEAGE 2/5 & 2/9/15	100-33-56300-140-071		
00000	165427	01641	02/26/15	00000	80938	NORTHEAST WI CHAPTER OF WSL	SURVEY SEMINAR-LAND INFORMATION	100-33-56300-424-000	100.00	
00000	165427	01641	02/26/15	00000	80938	NORTHEAST WI CHAPTER OF WSL	SURVEY SEMINAR	100-33-56300-424-000		

MARINETTE COUNTY  
WISCONSIN

SCHEDULE OF PAID INVOICES - LAND INFORMATION  
FOR: 02/2015 - 02/2015

REF NBR	CHECK NBR	VOUCH NBR	DATE PAID	PO NBR	VENDOR NBR	PAYEE	DESCRIPTION	ACCOUNT NUMBER	SUB-TOTAL	TOTALS
00000	165186	01221	02/12/15	00000	80820	RAPTOR EDUCATION GROUP, INC	RAPTOR PROGRAM - SAND LAKE INV.	100-33-56300-291-073		302.00
00000	165186	01221	02/12/15	00000	80820	RAPTOR EDUCATION GROUP, INC	INV. 015-15 RAPTOR PROGRAM	100-33-56300-291-073		
00000	165335	01464	02/19/15	00000	00096	UNITED MAILING SERVICES INC	POSTAGE SERVICES		217.41	
00000	165335	01464	02/19/15	00000	00096	UNITED MAILING SERVICES INC	LAND INFORMATION	100-33-56300-411-000		
00000	165335	01464	02/19/15	00000	00096	UNITED MAILING SERVICES INC	NON METALLIC MINING	100-33-56300-411-070		2.65
00000	165335	01464	02/19/15	00000	00096	UNITED MAILING SERVICES INC	REGISTER OF DEEDS	100-50-51710-411-000		143.35
00000	165419	01619	02/26/15	00000	03721	USDA-APHIS, GENERAL	CUSTOMER 6006719, BILL #3001504752			
00000	165419	01619	02/26/15	00000	03721	USDA-APHIS, GENERAL	#3001504752	100-33-56300-291-071*		32,225.64
00000	165419	01619	02/26/15	00000	03721	USDA-APHIS, GENERAL	#3001504752	100-33-56300-439-071*		2,913.95
00000	165419	01619	02/26/15	00000	03721	USDA-APHIS, GENERAL	#3001504752	100-33-56300-576-071*		493.16
00000	165406	01624	02/26/15	00000	00361	WI LAND CONSERVATION ASSN	WLWCA CONFERENCE REGISTRATION			
00000	165406	01624	02/26/15	00000	00361	WI LAND CONSERVATION ASSN	INVOICE #4621- CLEERMAN	100-33-56300-424-000		250.00

REPORT TOTALS 57,259.28

ACH PAYMENTS  
ELECTRONIC PAYMENTS  
DISBURSEMENTS

NOTE: AN ASTERISK (\*) FOLLOWING THE ACCOUNT NUMBER INDICATES THE ACCOUNT IS TO BE APPLIED TO THE PRIOR YEAR.