

ENVIRONMENT AND LAND USE COMMITTEE
Department of Land Management

REGULAR MEETING MINUTES
December 9th, 2015 9:00 AM
COUNTY BOARD ROOM

Vice Chair Zeglin called the meeting to order at 9:04 AM. At that point Chairman Brandt arrived and took over the meeting.

Committee members present: George Brandt, Michael Nelson, Wade Britzius, Jon Schultz, Curt Skoyen, Jeff Bawek and Kathy Zeglin. Rick Geske was absent due to an FSA meeting being held at the same time.

Staff/Advisors present: Kevin Lien and Virg Gamroth. Keith VerKuilen and Corporation Counsel Rian Radtke were present for only part of the meeting. Others present: Amber Soppa, Larry Soppa, Don Henderson, Jonathon P. Sylla, Joe Slaby, Tim Marko, Mitchell Olson, Kyle Slaby, Grant Beardsley, Beth Killian, Tom Forrer and Linda Mossman.

Brandt verified that the Open Meeting Law requirements had been complied with through notifications and posting.

Adoption of Agenda - Britzius made a motion to approve the agenda as presented, Nelson seconded. Motion to approve the agenda carried with no opposition.

Adoption of Minutes

Nelson made a motion to approve the October 28th Special meeting minutes and the November 11th, 2015 regular meeting minutes as presented, Britzius seconded. Bawek had a couple of small corrections to the October 28th meeting minutes. Motion to approve the November meeting minutes and the corrected October 28th meeting minutes carried with no opposition.

NRCS (Natural Resource Conservation Service) Update – Due to a conflicting FSA meeting, no report was given.

Public Hearing – Land Use Change/Rezone – Rural Residential (RR) to Commercial (C)

Jonathon P. Sylla and Kimberly Sylla, Petitioner/ Landowner, Blair, WI, Town of Ettrick

Chairman Brandt called the public hearing to order at 9:10 AM. Nelson read the public hearing notice aloud. Brandt acknowledged Jonathon Sylla who was present. Lien stated the proposed rezone is in the Town of Ettrick. This was formerly or perhaps will always be the Tenba Ridge Winery. Lien explained that an accessory home occupation which is done in a percentage of the residence or an accessory building are permitted uses if they fall within those requirements. The prior Tenba Ridge Winery had met those requirements so it didn't need a rezone. Sylla's have purchased the property and wish to expand that use. They wish to do an addition to the building and serve food. Lien would let Sylla explain that, but to make that fit, Section 2.05 of the Ordinance requires the property be rezoned to Commercial. Lien added that even though there has been a small scale winery operating there in the past, the new proposed expansion does require the rezone to meet Ordinance requirements. Lien does have a letter from the Town which he will read later. Letters were sent to all adjoining property owners. Lien received a call from one neighbor that just had a few questions but said he had no problem with or objections to the rezone request when Lien explained what the Sylla's are proposing. No one else has contacted Lien about the rezone proposal. Sylla stated they are putting on a 60 foot addition. There is an old foundation on the property. Sylla's have had a lot of interest in weddings being held there, but it could only be the ceremony because legally they have to be closed by 9:00 PM. As far

as the winery part there would be more tasting room. They have expanded their hours to winter hours where before it was closed. As far as food, at this time, they are not doing anything but down the road they would like to serve pre-packaged food. They don't want to get into the cooking part. Brandt called for any public testimony twice. Lien read a letter from the Town of Ettrick dated November 9th, 2015 which stated the Town of Ettrick board reviewed the proposal of Kim and Jon Sylla for the rezoning of two acres of land from Residential to Commercial. The Town of Ettrick Board has no objection at this time to the requested changes provided all State and County requirements are met. Lien clarified that he called the Town Chairman, John Vehrenkamp, this morning because the rezone application states 14 acres and the town letter states two. According to Lien, Vehrenkamp said the two acres was a typing error and Vehrenkamp gave his approval that the town board supported the request as presented which was the fourteen acres. Brandt called for any other public testimony. Brandt closed the public hearing at 9:16 AM. Lien referred to an overhead aerial photo and explained the rezone request encompasses two areas; the existing winery where Sylla had talked about the expansion and then another area which is basically road. Nelson made a motion to approve the rezone, Skoyen seconded. Brandt commented that not only does the zoning code allow for home industry but the Town of Ettrick has in its' land use planning process consistently supported businesses in the rural area. Bawek inquired as to why 14 acres was being rezoned? Lien responded that was the area described by their attorney as the land wasn't surveyed, a metes and bounds description was provided. Lien stated the area encompassed the driveway area and the squaring of two parcels. Upon Bawek clarifying that it was two separate areas, Lien responded they are only touching by pinpoint. One area is the old barn foundation that is going to be utilized and the other parcel is the existing winery plus the "looped" driveway is included also. Bawek asked if commercial zoning will allow for multi-family housing there also. Lien responded that is R-20 zoning with a conditional use permit but not under commercial. Lien showed and explained to the Committee Table 2.05 of the County Comprehensive Zoning Ordinance which designates what is allowed in each zoning district. Sylla stated this is something that probably should have been addressed in 2004 when Mr. Gill started it. Recently they started serving beer for those people that don't like wine and with that Sylla was told he needed to be zoned commercial. Sylla stated they don't cultivate grapes there and if they do start to grow their own products it will probably be fruits such as raspberries, blackberries, rhubarb, etc. They currently have 19 wines available to the public with nine of those being a grape, the other ten are a fruit wine. They are expanding their selection. Sylla said there are a lot of "doors to be opened" there and they are taking things one at a time in order to make everything right. Upon Britzius inquiry about what building would take place there this year, Sylla responded to the winery itself there will be a 60 foot edition that heads out straight to the west. As far as the barn foundation, they are actually going to put a roof on that, which will probably be used for a wedding or a small reunion. Sylla stated the actual winery is in the basement of the building and there are two levels above that. Zeglin asked about parking and where that would be located? Sylla responded that with the recent addition they had widened out the driveway for more parking and there is an area to the left of the winery where everyone parks. Zeglin inquired if restrooms were provided and the septic system was adequate. Sylla responded yes. Britzius asked about the driveway, in the event there was a lot of traffic up there on that twisting road, if there was adequate visibility, etc. Sylla responded that it supported the concrete trucks coming in so it is wide enough. Brandt shared that his experiences out there have been wonderfully relaxing with the location and the view. The whole experience is a "total package". On the maps the Committee was provided, Zeglin stated there is a red, boxed in area along the road and asked what that is delineated for? Lien responded that is Town of Ettrick right-of-way. That is something that Land Records had mapped and for some reason in the Town of Ettrick the property descriptions do not go to the centerline of the road or overlap. Upon Zeglin asking if there were any site distance issues, Lien responded no and that it is a pre-existing driveway that has been there forever. Motion to approve the rezone passed with no opposition. Brandt noted that the rezone will go to the County Board for final approval on December 21st, 2015 and asked that one of the Sylla's be present to answer any questions the County Board may have.

**Public Hearing – Land Use Change/Rezone – Residential -20 (R-20) to Commercial (C)
Eugene L. Soppa, Jr., Petitioner/Landowner, Arcadia, WI, Town of Arcadia**

Chairman Brandt acknowledged Eugene (Larry) Soppa, Jr. and Amber Soppa who were present. Chairman Brandt called the public hearing to order at 9:25 AM. Nelson read the public hearing notice aloud. Lien stated the rezone request is for approximately 7 acres in the Town of Arcadia. This is outside of Arcadia to the southeast of State Highway 95. Lien asked the Committee to remember that several months back we had a rezone to Residential-20 for this area for the subdivision on Amber Lane. The request now is to rezone the northern portion of this acreage to Commercial for the use as requested. Lien referred the Committee to the overhead aerial map and pointed out the area being considered. Lien believed the access would come off of Cyril Sobotta Lane. Lien verified that letters were sent to all adjoining property owners. Lien received no correspondence either for or against the proposal. Lien has a letter of support from the Town of Arcadia which he will read later. Lien turned the meeting over to Soppa's to give more detail or answer any questions. Amber Soppa stated they recently had the survey on the property completed and the survey area is actually 8.06 acres. A. Soppa explained it is currently zoned R-20 and they want it zoned Commercial because they have another party interested in purchasing it in order to expand their business and build a truck shop. A. Soppa stated the party is present to give information on what they intend to do. Don Henderson with Gator Truck Center introduced himself. Henderson stated they are currently operating out of Arcadia. They sell equipment to Ashley Furniture and have for the past 16 years for the transportation and delivery of furniture. They sell heavy equipment Class A trucks to them, they service and work on other equipment. They are very small right now due to their space constraints of where they are out on County Road J. They are looking to expand their footprint and to be able to service not only Ashley better but the surrounding community with repairs. They will be putting a facility up at that location as it is a very good location and they want to stay in the area. Hopefully they can expand and employ more people than what they currently have today. Currently, they have two employees. Brandt called for any public testimony. Lien read a letter from the Town of Arcadia dated October 26th, 2015 which stated they have no objection to the E & LU Committee issuing a rezone for a truck repair shop. Brandt again called for any public testimony. Brandt closed the public hearing at 9:30 AM. Bawek made a motion to approve the rezone, Nelson seconded. Brandt clarified with Lien that the rezone was from Residential-20(R-20) to Commercial (C) (the town letter state Trans. Ag to Commercial). Brandt commented that he recalled that by clustering the buildings in a certain area, it limited the amount of building that could be done on the remaining R-20 including this section, so Brandt wondered if that affected this rezone at all. Lien answered no and when L. Soppa called and requested this, Lien questioned him because Lien had to do a lot of math to make sure that Soppa isn't exceeding the densities. Lien stated Soppa did do a density transfer to be able to put all the lots that he had requested on Amber Lane, so by pulling this one lot out of the remainder he is still ok. Lien explained that where this is proposed, he is basically pulling out roughly an eight acre piece from the R-20 zoning and something could still be built on the remainder piece in R-20 and then all the other lots are transferred to Amber Lane. Lien said there is a formula in the Ordinance that one has to use, based on acreage it is a ratio of 20 per 40, so one has to take all the acres into account. Lien stated Soppa would be ok with breaking out this one parcel. Lien noted that the application states 7 acres more or less but when the survey was actually done the area ended up being 8.06 acres. Brandt clarified that the access will be off of Cyril Sobotta Lane. Britzius questioned whether the remaining acres could still have "X" number of lots put into it. Lien responded he could have one lot because he has met the density now and it will remain R-20. Brandt asked Schultz (as Town of Arcadia Chairman) the nature of the towns' discussion in terms of land use planning, etc. Schultz said the town board had a brief discussion basically regarding the use of the highway, etc. Bawek commented that the Town of Arcadia revision to their Comprehensive Plan for 2013-2033 that was adopted in September of 2013 (hasn't been adopted at the County level yet) actually has the area that Soppa wants to rezone to commercial as a commercially zoned area. Bawek served on that Planning Committee and it was in the plan to allow for multi-family housing. Schultz asked Henderson if they would anticipate potentially also accessing County Road T with a driveway? Henderson responded he didn't see any reason that they would be doing that. Soppa asked how wide the driveway would need to be off of the town road. Schultz responded that it corresponds with the County's language. Henderson added that the driveway will be plenty wide and the nice thing about it is that where the property transitions off of the side road there is no ditch. More discussion continued between Schultz and Soppa about the driveway. Zeglin asked what kind of traffic they anticipate in

and out at the site. Henderson responded there are generally a couple of guys on a shift and not being retail he couldn't imagine there would be more than a dozen vehicles in and out of there in a day. Their number one customer is Ashley so they are probably in and out of there 5-6 times per day. Zeglin asked Lien if the DOT would need to look at the intersection for this project. Lien responded they wouldn't need to because the driveway is proposed off Cyril Sobotta Lane so it would be the Town of Arcadia that is approving the driveway permit. Because it is not proposed to be a high enough impact to the intersection of Cyril Sobotta Lane and State Highway 95, Lien didn't think we would need to do an impact analysis. Brandt clarified that whatever construction Soppa would be doing would meet the setbacks from the creek, etc. Bawek stated Lien had said there would only be room for one more house site on the rest of the property and asked if that was correct. Lien answered there remains one existing lot after this land is taken from that because of the density transfer requirements, so by default when he parcels this off he has a lot left. Bawek asked if it would take the whole parcel. Lien responded no, that this 8.06 acre piece will be one and then the remainder of the lot will be the other and there could still be a structure built on the remaining lot. Brandt commented it could be the minimum lot size and the rest could be open and deed restricted. Bawek asked where the building will be and where the parking will be in relationship to that. Henderson responded the building is going to run east and west, parallel with State Highway 95 and they will probably put it up as close as they can to where they meet the minimum setback off of State Highway 95 due to trying to keep the driveway shorter. As far as east and west on Highway 95, it is going to be fairly close, as they haven't plotted it out yet but they are going to stay fairly close to the driveway coming in off of Sobotta Lane there so they don't have to have a long driveway and the parking lot would be between the building and the creek behind, so it would be behind the building. Upon Bawek clarifying that it would be at the lower level of the property, Henderson responded yes, as it is very level on that end of it. As far as parking, Henderson said with what they probably have 6-8 trucks at the most so they don't need a very large parking lot. Bawek asked about the person who just built a new house across from where this is going to go, if he had been contacted as to his concerns with this. Soppa responded he was notified – the DLM had sent him a letter. Zeglin wondered what size of building Henderson was proposing. Henderson answered the proposed building would be 70 X100. Zeglin stated it looks like there is a natural barrier between this lot and the residential lots on the property. Zeglin asked how successful Soppa has been with selling his lots so far. Soppa responded he has five sold and according to Soppa all those people were notified and no one had any problem with it. Since the town meeting, Schultz said people have asked the nature of the project and have been generally supportive. (There was more inaudible conversation). Motion to approve the rezone from R-20 to Commercial passed with no opposition. Soppa was informed that he would need to be at the County Board meeting on Dec. 21st as the rezone will be on the meeting agenda for final approval by the Board.

Appearance – Kyle Slaby, President – North Creek Sand LLC- Update on Status of Conditional Use Permit

Lien stated Slaby had contacted him and asked if he could come before the Committee and give an update on the status of his Conditional Use Permit that was issued. This is not an action item but just to give the Committee an update as to where he is at and progress at his site. Brandt thanked Slaby for being here a couple of months ago when we had the discussion on assessing and with the real estate agent as Brandt thought Slaby had some interesting and thought provoking perspective to the issue. Slaby introduced his attorney, Mitch Olson, Attorney with Axley, Brynelson, LLP and Tim Marko, advisor from Short Elliot Hendrickson (SEH). Slaby stated that since our last meeting with the County Environment and Land Use Committee, they have been trying to acquire a small portion of property owned by David Sonsalla. It is located both east and west of Soppa Road and south of State Highway 95. According to Slaby, SEH came up with a design where they would make the curve more gradual and would facilitate us to put intersection improvements at that intersection. In viewing the overhead aerial photo that was provided, Slaby said it would be going back almost to Burlington Lane and to the south of State Highway 95 and as far west as 1000 feet past Soppa Road. Slaby asked Marko to explain further. Marko pointed out the existing road right-of-way on a map he provided, with Soppa Road to the South, Paul Sonsalla Lane to the north and State Highway 95. Marko explained the “red” marking was the new geometrics in order to line up both Soppa Road and Paul Sonsalla Lane. Marko stated these geometrics also provide for left turn lanes off of State Highway 95 to both Soppa Road and Paul Sonsalla

Lane as well as right turn lanes. Marko noted that there currently is a right turn lane for Soppa Rd. The improvements along State Highway 95 provide a safer connection to State Highway 95 from both Paul Sonsalla Lane and Soppa Road and those improvements take about 2200 feet of road way in order to make these improvements along Highway 95. Brandt saw there was also a widening of Paul Sonsalla Lane. Marko explained the Paul Sonsalla project and the proposed section there is 28 feet, face to face, curb and gutter along that roadway. They determined that roadway was a 3 rod road, 49 ½ feet of right-of-way and they are proposing curb and gutter to maintain that width. They are actually also looking at the beam guard along the west side there because of the difference in elevation there along that roadway. Marko noted the acquisition area is actually the green area on the map that they need. In order to make these geometric improvements they had a little over an acre of acquisition and about 12,000 square feet of construction easement in order to build it. Slaby continued by saying they set out with a task of acquiring this property. They tried diligently to acquire the property and they were unable to reach a mutual agreement with the landowner. Slaby realizes that their CUP should lapse on January 27th as a matter of law if they don't satisfy all the conditions set. Slaby said this was the main one that they had yet to satisfy in addition to posting a bond for the site. They initiated a process by calling for a town meeting. They had the town come out to the site. They did an onsite inspection. Slaby noted they are following Chapter 82 of WI Statutes for town roads. They moved for a resolution at the second meeting on September 15th and according to the statutory requirement they had to vote on the resolution within 90 days, so they then scheduled another meeting for last night. Slaby attended that meeting. Slaby said they were still unable to acquire this portion of the property. According to Slaby, the town had voted last night to deny the resolution 3-0. Britzius asked what the resolution was. From a legal perspective, Olson stated we were asking the town board, under Chapter 82 to alter a town road to acquire/ to move Soppa Road to change the intersection, requiring some changes to the town road. Olson thought the town board worked hard with them to find a solution, (and Mr. Schultz is here and can say better than he) but Olson's perspective is that they really wanted them (Slaby and company) to acquire the land themselves through purchase from the property owner. The alternative, if that couldn't be done, was for the town to approve the resolution to alter the highway and to proceed under Chapter 82 using eminent domain powers to acquire the one acre needed to allow these road improvements to occur. The comments and the vote of the town board was that they were not going to go down that road to employ eminent domain in order to make this project occur. As a result, as Olson understands the condition, they are not going to be able to satisfy it, absent some other avenues. Brandt commented that this is an update, you guys have come here to let us know the point at which you are in the process. Upon Brandt asking if Slaby had any other comments, he replied he has done everything he can to try to acquire the property. Slaby said he had one response letter from the landowner and then he (landowner) attended the town meeting. Slaby thought that by the landowner's speech the previous evening his response was that he wanted \$150,000 for this one acre parcel but he didn't want to sell the land – the land wasn't for sale. Slaby stated he couldn't satisfy this condition, which is attached to his CUP, about acquiring the property. Brandt asked Schultz if there was anything he wanted to add about the town meeting last night and the town boards thought process. Schultz thought Slaby gave a fair summation. Schultz said the town addressed last night that there have been considerable efforts made to meet this requirement. Most people involved recognize that. According to Schultz, Mr. Sonsalla and Slaby acknowledged and communicated the different opinions on the valuations of that parcel, so there was communication. Exercising eminent domain was not a hurdle that the town felt comfortable making. Otherwise, the project plan was acknowledged by the DOT (Department of Transportation) to be a successful plan or that they were comfortable with. Upon Brandt clarifying that there has been communication with the DOT with this plan, Schultz added that he would say the plan concept itself was considered appropriate. Brandt asked Lien what Slaby's options were. Lien clarified that the County did not have a condition to purchase property or exercise eminent domain at all. The conditions just said that there must be a road use agreement and to work with the DOT and the town on what other requirements/improvements would be needed for Paul Sonsalla Lane to be used as the access. Lien stated that was the condition and this is what has evolved in working with the DOT. Lien has had multiple conversations with Slaby. Lien has been telling people for the last twelve months that there are multiple options out there, whether it be acquisition or another proposed access, etc. This was the path the applicant has chosen, in

working with the DOT, and it sounds like Slaby has come to a road block where he would either need to spend the money to acquire the property or he is at a standstill. Slaby clarified that the “previous” town board made it a condition that Slaby couldn’t use Blaze Lane so that is not an option. Slaby said he has tried everything. They have tried to buy out KAW Valley and they can’t get it. Slaby has tried to go east to try to come out on County Road T but that whole property has been acquired by Canadian Silica Industries and is not for sale. Lien asked Slaby to point out on the overhead aerial map, for the public present, where Blaze Lane was located. Lien commented there was property to the north that would come out in North Creek. Lien noted that several years ago we had looked at all these options. Slaby stated it was his decision that they don’t have sufficient highway access and if he were to come here for any CUP, and it wouldn’t matter what business he proposed, he still isn’t going to have sufficient access and these problems which need to be solved Slaby cannot do on his own. Joe Slaby stated he is the owner of that property back there. J. Slaby said he has been coming here four years already. According to J. Slaby when they went to the first town board meeting they put these conditions on us. Joe Slaby said they hired an engineering firm and they have diligently been trying to work with Mr. Sonsalla. They approached Sonsalla over a year and a half ago. According to J. Slaby, they first wanted 12 ½ million dollars to come down that road, which is a mile long. J. Slaby said it is a right as a property owner in the State of Wisconsin to have access to your road. The conditions were to upgrade the road; fix the intersection. Slaby added that in the first place the State has got the road improperly installed. If you go anywhere else you cannot have an offset intersection, at an intersection. J. Slaby voiced that they have done everything they could to solve this problem. J. Slaby said the guy is unreasonable; he came into the meeting the previous night and started shouting at Kyle Slaby like we were doing something wrong to him. We have tried to appease the guy and to be civilized but to no avail so our hands are tied. J. Slaby stated he has a contract with a sand company to purchase Slaby’s sand. According to J. Slaby, they have spent approximately 2 million dollars to prove the reserve back there. They drilled 27 holes back there. There are people that have invested thousands of dollars, not just in the Arcadia area, to transfer the sand into the market. Now, all of a sudden, we can’t purchase an acre of land which was appraised for \$3,000 and now he wants \$150,000. J. Slaby asked the Committee to put themselves in his shoes; he is just trying to sell his property as it would be a substantial gain and that is all they are doing. J. Slaby reiterated that they have tried numerous ways and it hasn’t worked. Marko made another point of clarification (and Schultz could correct Marko if he was wrong) that being Dave Sonsalla’s position was that he now wanted \$150,000 for this acre but that he would only sell property on one side of Soppa Road. Marko explained that this intersections geometrics require property on both sides of Soppa Road in order to make it work so even at the \$150,000 there is no way to purchase enough right-of-way in order to make this work so that is another hurdle. It isn’t just increasing the offer from \$50,000 to \$150,000, it is the fact that he (Sonsalla) has said that he only wants to sell on one side of Soppa Road. Olson commented that obviously, when they scheduled this meeting, they had a little higher hopes of maybe coming here with good news as opposed to the news that they received last night and we are working hard now to figure out what options are going forward but we wanted to come here in good faith today to let you know where we were at and give you an update. Olson expressed his appreciation for the opportunity. Bawek asked Slaby what he had stated, as to what the previous town board had said, that Slaby was unable to overcome. K. Slaby answered that the town board authority is that they can make a recommendation only. It doesn’t become law until it reaches this Committee. The previous town board’s recommendation was that he (Slaby) has to work with Wisconsin DOT and Wisconsin DOT says this is the way we want to see this intersection improvement made. K. Slaby said he has done everything he could but he doesn’t have the power to use eminent domain and he was unsuccessful in negotiations so he can’t acquire that portion of the property to facilitate the improvement. K. Slaby said it is an insurmountable task as a private party. K. Slaby was also told that he can’t use Blaze Lane so his other option is to use North Creek Road. On North Creek Road he would have to traverse past numerous houses, so this was the best option. K. Slaby stated he has tried diligently to acquire private property around there with no success. Lien asked K. Slaby to expand on who said and why did they say Slaby couldn’t use Blaze Lane. Slaby answered that is what the previous town board had decided. According to K. Slaby, Roger Wygel had come in and had complaints that they didn’t want to see traffic. K. Slaby originally thought that they could acquire a portion of property from Mary Ann Giemza which is now in a life estate and a portion of

property from LaVerne Haines which would give Slaby access to Blaze Lane. In Slaby's opinion the visibility is much better at the intersection of Blaze Lane and State Highway 95 but the town had made a recommendation that Slaby could not use Blaze Lane. Lien stated, as J. Slaby had said, that you guys have been working on this for all of four years. Lien recalled some conversations in the past for Paul Sonsalla Lane where the DOT had a threshold, that when trucking reaches a certain point, then improvements are required. Lien asked Slaby as to what his threshold was as to where he could use Paul Sonsalla Lane as it exists, or with the improvements at the town level, before intersection improvements had to take place at Highway 95. K. Slaby responded the DOT has said this is what their recommendation was for any increase in traffic so for the project that you guys just approved for Eugene (Larry) Soppa, he didn't even have to go through this process for commercial traffic. K. Slaby wasn't sure how the Committee does that. Lien explained that the Committee goes by DOT recommendations. Lien thought K. Slaby had proposed a number of trucks per day so that was given to the DOT and based upon the number of trucks per day, they required this intersection improvement. Lien asked who worked with DOT. K. Slaby replied us, as a company, and then Jake Budish is responsible for communication back and forth with the DOT. Lien stated we serve only as a liaison as the applicant gives us, in their permit application, their haul route and number of trucks per day and we forward that to DOT for a transportation impact analysis and then you work with the DOT on their recommendations, so the suggestion was based upon your number of trucks per day so Lien thought it would be within Marko's or your attorney's power to contact the DOT and say, "at what threshold do these improvements need to be made" because it is a town road and the town has the authority to say "there will be no increased trucking unless the road is bonded, etc., but the intersection is based on the Transportation Impact Analysis that Slaby provided the DLM and the DOT. K. Slaby responded that when he was in communication with James Koenig, DOT Eau Claire, he stated that an increase in average daily traffic volumes would require reconfiguration. Bawek stated, if he remembered right, that K. Slaby had proposed to have 10 trucks per hour, with a spotter, at that intersection. K. Slaby answered that the DOT, at the beginning of Slaby's permit application, stated that they could have a spotter there, but then the previous town board adamantly opposed it but the DOT had approved the use of a spotter for a six month period until they get the intersection improved, up to 10 trucks per hour. Bawek clarified that was for six months only. K. Slaby agreed and said it was only a temporary solution. Britzius asked, if they accomplish this restructuring of the intersection, would you have full use of Paul Sonsalla Lane. K. Slaby responded that in this design (which is design plan #13) they started out with a traditional roadway. What you are seeing now is basically an urban cross section so it would be a city street going back to meet the requirements that the town had recommended. There would be no adverse impact to private property owners on Paul Sonsalla Lane whatsoever. K. Slaby said the only problem was, due to the geometrics of their proposed alignment, they had to acquire that portion south of Highway 95 and east and west on Soppa Road, so they met all the requirements through the use of rock walls on the west side and possibly on the east side of Paul Sonsalla Lane. Extending back there they would be at 24 feet of paved surface way and they had 30 inch concrete curb and gutter with drainage control placed in there. Lien clarified that they were talking about the "green" areas on the overhead aerial map. K. Slaby stated the DOT does not have the authority to enter into a contract with a private party. They would enter into contract with a local municipality, i.e. the town or county, so they (Slaby) are set out to acquire this property highlighted in green, but after they would acquire it, they would have to then quit claim deed it to the Town of Arcadia. The Town of Arcadia would then quit claim deed that land to the Wisconsin DOT, so they never actually hold ownership but for a short period of time. We don't keep the property. The areas in green remain permanent and they stay with WIS DOT. The areas that are forward, diagonal "red" to the south of those, those are construction easements that revert back to the landowner. Bawek clarified that the markings that are red is land that has to be acquired to accomplish the project. Some discussion took place on clarifying what was the proposed and actual road/right-of-way. Bawek asked if they would need more than actually one acre because the "green" is showing 1 plus acres. K. Slaby stated the total impact is 1.27 acres. Brandt again asked Lien what K. Slaby's options were related to this CUP which is scheduled to lapse on January 27th, 2016 if he is unable to meet all the conditions, etc. Lien answered that last January, K. Slaby came in and applied for a 12 month extension so we gave him 12 months to meet the conditions in the CUP and to show activity towards reaching the end goal of the finished product so he has had

12 months to do that. To date Lien didn't think there has been any activity at the site. They have been working on this because their feelings, as relayed to Lien, were if they don't get this resolved, it doesn't pay to do activity at the site. Lien added that he and K. Slaby have talked many times and these are business decisions. Lien didn't mean to seem callous but when one is looking at the potential of a sand mine and there is a hurdle in front of you, it is a business decision whether or not one pays an exorbitant amount to move forward or stop and recede. Brandt interjected saying Lien is answering the other question, but the question at this point is that the permit lapses January 27th, 2016 and within "x" amount of time he would be eligible to re-apply for a permit. Lien stated if they would change or modify their plan they can apply immediately. If they keep the plan exactly the same, Lien thought the Ordinance states a six month period to re-apply so any of that could happen but again they are still faced with this hurdle unless they revise the plan somehow. At this time Marko answered it was 1.09 acres of acquisition and .2 acres of construction easement. At this point, Brandt thanked the applicants for coming in and asked that they continue to keep the DLM informed. Brandt was impressed that the engineers were able to get Paul Sonsalla Lane to a point where it would be useful without having to acquire anybody's property as that was a major hurdle as well.

Recommend, appoint a Commissioner to the Lake Marinuka Protection and Rehabilitation

District of Galesville Brandt stated the County Board Chair received a letter from Ray Anderson asking this Committee to appoint a Commissioner to the Lake Marinuka Protection and Rehabilitation District in the City of Galesville. Lien stated that County Board Chair, Dick Miller came to Lien with this letter which refers to State Statute §33.28 – District Board of Commissioners. Anderson had sent a letter asking that the Committee place this on their meeting agenda and this Committee make a recommendation to Miller for the appointment of James Spencer from the Galesville area. Lien provided a copy of the letter received from Anderson to the Committee. Brandt questioned why this was coming to the Committee? Lien read aloud from State Statute §33.28, "The Board of Commissioners shall consist of all the following; one person appointed by County Board who is a member of the County Land Conservation Committee or who is nominated by the County Land Conservation Committee and appointed by the County Board". Britzius made a motion to nominate James Spencer for this position, Skoyen seconded. Brandt said that Spencer has been involved in a lot of things related to the lake as well as in Galesville in general. Brandt clarified that this would be to recommend to Chairman Miller that Spencer be appointed. Motion to approve the nomination passed with no opposition. Bawek abstained from the vote.

Update to Trempealeau County Farmland Preservation Plan-Opportunity for public comment

No one from the public was forthcoming with any comments. Lien stated a public hearing was held recently in the Town of Hale where public comment was taken but it wasn't listed on the agenda item as an action item. Lien believed they are going to be modifying their Land Use/Zoning Plan by changing a lot of their zoning from Residential -8 (R-8) to Rural Residential (RR) to make their landowners more eligible to meet Farmland Preservation requirements. Once that is officially done, that will be included as the fifteenth piece to the puzzle of Trempealeau County so that we have a completed Farmland Preservation map. We still are moving forward with that process and hoping to hold a public hearing in the beginning of 2016. Lien is working with Kirstie Heidenreich and Peter Fletcher from MSRRPC (Mississippi River Regional Planning Commission) on completing that plan and meeting the State requirements. Zeglin asked if Lien would be sending each town a map prior to the public hearing so that they are 100 percent positive of what they have done. Lien responded that what they planned on doing, is once they get the entire map done that would be sent out to the towns. There will then be a public hearing here at the County and the towns will be invited to that as well. Zeglin clarified that she would like the towns to, once again, review what they originally said in order to make sure everything is in place before the public hearing. Zeglin added that in some of the townships quite a few changes have been made and it is nice to be certain that everything has fallen into place before the public hearing date when someone could look at the map and say, "that's not right". Brandt stated this process gave us the opportunity to clean up our existing maps as well as to make it possible to more eligible for the Farmland Preservation Program and the new program- Working Lands Initiative.

LWRM (Land & Water Resource Management) and TRM (Target Runoff Management) Requests and Payment Approval.

TARGETED RUNOFF MANAGEMENT (TRM)

NAME	TYPE	AMOUNT	New CSA Total	Reason for change
-	-	-	-	-
Randall Herman	Contract	\$15,352.98	\$15,352.98	Stream bank Riprap
	Pay Request	\$15,352.98		Certify Stream bank Riprap
David & Jeanette Sonsalla	Contract	\$35,867.11	\$35,867.11	Shoreline & Stream bank Riprap
	Pay Request	\$35,867.11		Certify Shoreline & Stream bank
Gerald Von Uhl	Contract	\$18,295.42	\$18,295.42	Riprap & Stream Crossing
	Pay Request	\$18,295.42		Certify Riprap & Stream Crossing

COUNTY COST SHARE GRANTS

NAME	TYPE	AMOUNT	New CSA Total	Reason for change
-	-	-	-	-
Robert Herman	Contract	\$17,864.00	\$17,864.00	Shoreline & Stream bank Riprap
	Pay Request	\$17,864.00		Certify Shoreline & Stream bank
Richard Schank	Contact	\$3,456.60	\$3,456.60	Shoreline & Stream bank Riprap
	Pay Request	\$3,456.60		Certify Shoreline & Stream bank
Charles Johnson	Contract	\$1,064.00	\$1,064.00	Shoreline & Stream bank Riprap
	Pay Request	\$1,064.00		Certify Shoreline & Stream bank
Leroy Sobotta	Contract	\$2,723.00	\$2,723.00	Waterway Systems
	Pay Request	\$2,723.00		Certify Waterway Systems

Britzius made a motion to approve the payments as presented, Schultz seconded, and motion to approve carried unopposed. Upon Britzius asking when the construction on these projects will take place, Lien responded it has already. Zeglin commented it was nice to see so much riprap going on and to see a stream crossing going in and the waterways being worked on.

Surveying Update and Payment Approval – Lien stated all Committee members should have a copy of Nelsen’s report in their folder along with a bill. Nelson made a motion to approve, Skoyen seconded. Motion to approve passed unopposed.

At this time the Committee took a short break.

****Special Meeting Agenda Items****

At approximately 11:00 AM, Brandt called the meeting to order.

At the request of Health Department Head – Sherry Rhoda, the Committee observed a moment of silence for the San Bernadino Health Dept. staff who were recently killed and/or injured in an attack at their Department Christmas Party.

The Committee moved to agenda items that were typically covered at special meetings.

Certified Appraiser – Lien was unable to retain a Certified Appraiser to be present to address this agenda item.

Appearance by Financial Institution Representative to discuss mine site/lending principles

Brandt introduced Chris Nysven who is a mortgage loan officer at Royal Credit Union in Whitehall.

Brandt stated that at a previous meeting we had a Assessor and a Real Estate Agent come and speak to the Committee about issues related to their particular field and mining. We found out that there are almost as many questions after their presentations as there were insights and information shared. Brandt announced that we have just moved into our “special session” in which typically the Committee meets once a month to consider the recommendations from the Health Impact Study Committee. One of the things that the Committee wanted the E & LU Committee to look at was requiring anyone asking for a permit for industrial sand mining to have property value guarantees. We have anecdotal information and some information from the Dept. of Revenue but what we’re interested in today, and to extent that Nysven is willing to share with us, is what he considers when he is looking at a mortgage loan application in an area where there is or the potential for industrial sand mining. Nysven stated if it is an existing mine, assuming that there is some reasonable activity as far as with sales, etc., the market value gets determined by selling prices. That is one of the things that appraisers are hired to do; make an assessment as to what they think the value is based off of similar type property’s that have sold recently. That is what lenders use for values when they are looking at lending against a property. That being said, if there is some history there with the mine, and if there is some activity going on with the housing market in that area, it is really the impact of where the mine has been placed as far as what the value is. The biggest issue that one could potentially run into is when there is a “proposed” mine and how that is going to impact values. Nysven said the whole thing with that is the uncertainty of it and how that will impact, i.e. a particular house that someone wants to buy and it is in fair proximity to where the sand mine is potentially going to be located. That is where one can run into problems because Nysven said we don’t have any numbers that say if you’re within “x” amount of distance from a sand mine, take “x” amount off the top of the value. It doesn’t work that way. Basically it is all the comparable sales, etc. that they are looking for when the appraisers do their thing. Nysven added it really comes down to an uncertainty thing with “proposed” sand mines as opposed to existing ones. Brandt commented the word “uncertainty” is a word that we have heard a lot and it affects people and is a motivator or a de-motivator as it turns out. Brandt asked Nysven for an example of what he was talking about. Brandt asked if Nysven’s institution would feel less comfortable loaning to a place where you don’t have the comparables or having seen activity or a place where you don’t know what is going to happen? Nysven responded that one of the issues that they ran into earlier this year was that there was a property located over in the Arcadia area and there was a permit or something on the books that they (the Mine) had done the first step to get a sand mine in that area and of course, that raises a bunch of issues because it was fairly close to the property that the people were looking to purchase. Nysven tried to do several different things as far as coming up with how much influence that would have on this property. Nysven ended up having the appraiser make some comments in regard to there being a potential issue as far as value if a sand mine were to come in. Nysven thought that was fairly common sense as far as with that. Nysven stated one of the things they are trying to avoid is any issues where we can’t do a loan on a long term, fixed rate product for somebody. We can look at “in house” stuff but if somebody wants a 30 year fixed loan that is where the problems can lie depending on how those appraisals come in and how they say a potential sand mine could influence the value perhaps in a negative way. Brandt thought that was interesting too because a long term, fixed rate loan is a lot different than an “in house”. Nysven clarified that when he mentions long term, fixed rate he means any type of fixed rate product that is going to be funded through a secondary market source. When doing underwriting reviews, they underwrite to the guidelines that are set forth by i.e. Fanny Mae or Freddy Mac, etc. and again the concern could be that they won’t accept that appraisal and in essence if Nysven has sold it to them, they could say Nysven has to take it back. Brandt stated that Nysven had said, “There is no piece of paper that you look at which says, if this place we are looking at, for lending money to buy, is within “X” amount of distance of a mine then take this much value off. Nysven responded there is no hard truth to anything like that because obviously if you’re within a quarter of a mile from the edge of the sand mine versus being five miles down the road in the other direction and if there is trucks coming in and out and they go the opposite way it’s really not going to impact you, but if one is right in the “wheel house” that obviously has more of an impact for someone. At this point, Schultz requested that the property being discussed be put up on the overhead screen. Brandt stated there is more than one thing that Nysven looks at when putting a loan application and questioned what that was. Nysven responded he looks at their credit and income versus their debt and also the collateral, which

for a mortgage would be the property and obviously the collateral itself is a big piece to the puzzle because it all comes back to risk, so if they are deciding on whether they can do this loan on this property that is in close proximity to the sand mine, is there more risk in something like that as opposed to one that is five miles away. Nysven stated obviously there probably is because there might not be as much demand for a property that is in close proximity to a sand mine but it is all relative. If it is out of sight, out of mind that probably is not as big of a deal as a new one that is coming in as that is where the uncertainty comes from. Brandt commented that was a very interesting perspective and that it was the second or third time that Nysven said that it has to do with perceived risk and uncertainty but when there is certainty is when the mine is already there. One knows what they are dealing with, they have seen the activity, and they know what the value of the property is. Brandt reminded everyone that this is in the context of the discussion related to property value guarantees. This is just one more piece of the information that we are looking for in order to make that decision. Lien referenced the map that Schultz had requested be displayed. Lien thought one of the most important things he had taken from what Nysven has said has to do with our most recent revision to the ordinance and what the public kept saying about this uncertainty. If we know a mine is going to be there then we know how to plan for the future and adjust even with values. It is the uncertainty, with the possibility of 28 permits in the County that either aren't started and may not be. Lien thought that was the premise from the public behind the last Ordinance revision that if there is a mine permitted there, we can make decisions if we know the mine is going to be in operation. To Lien it seemed like the same follows through with the lending institution. If the mine is there then they can make adjustments but it is when it is "proposed" that there is uncertainty and how can people go forth with a mortgage or make decisions with that uncertainty out there. Bawek wanted to go back to the comment about existing mines and values. Bawek asked if Nysven was speaking to the existing small scales mines or was he speaking to the larger, industrial type mine. Nysven responded either one as they would fall into the same category because as Nysven had said, if the mine is already there, if there are homes surrounding it, there is probably some purchasing or selling/activity going on and that is what helps to determine where those market values are falling. Whether it is a small or large mine or a processing plant, if it is already there, the market place is already making its' corrections based on what supply and demand is for properties in that area. Bawek asked how an industrial sand mine is considered already there when this has just been taking place in the last two or three years. Nysven explained that when they are looking for comparable sales, appraisals, etc, they have to be within the last 12 months. One can make adjustments for whatever and sometimes they will adjust older ones, but typically they are looking for sales within the last 12 month period, so if a plant has been there for three years, unless there is no activity going on around it, there are probably some things that have happened in the market as to how that has impacted the value of property based on what the selling prices are. Obviously there is a little bit of a difference if it is the sand mine themselves that are buying the property as that really isn't a value that you can place on it because it has to be a "homestead" type of situation. Bawek clarified that Nysven really doesn't place a different value on the size of the mine or do you. Nysven responded no, it is the fact that it is there or it isn't there or possibly could be there. Schultz pointed out, on the overhead aerial map, where the potential sale took place in the Town of Arcadia and also pointed out where the potential mining project was to be located. Schultz thought this project had merits for the scale it had been proposed at. There were some issues with central routing which was maybe impacting the concerns of the sales; they would possibly be coming in on County Road J or Middle Road to Main St. Schultz just mentioned that background because in the E & LU Committee minutes that were previously approved, Roger Klein had mentioned that we had been talking about a half mile buffer and Klein had a question relating to this specific case. Schultz added that the concerns and questions related to that potential project impacted the valuation of this property and the sales. Schultz thought according to what was presented this mine site probably would have been considered a smaller project with a minimal chance to become a larger project. Zeglin verified that the property in question was about a mile away from the proposed mine border? Schultz responded yes. Lien did some measuring on the overhead mapping and announced that it was roughly, a little over half mile, 3,182 feet, "as the crow flies". Brandt asked how Nysven would characterize the housing market. Nysven responded this has been an excellent year as there has been a lot of home sales, there is new construction taking place, etc. Nysven added that 2014 was a good year too and 2015 was another good year and it is continuing to be very strong.

According to Nysven, countrywide it has been very good. Nysven commented that around here we seem to have gotten used to mines, they are fairly common place. But if it is new in the backyard that is where the uncertainty is going to fall anytime someone wants to borrow to get the money. Nysven stated he was trying to give a little perspective on what lenders face on some of those properties. Schultz stated \$30 million was a number that has been floated around as far as what it takes to set up a mine at a time when the market was favorable but as of right now we have only seen a small portion of that land be opened. Schultz asked, if a project were to expand, if that is going to impact the values. Nysven responded, i.e. if you're driving towards Blair and you see some of those up on the hillside with the entire hill next it being gone, in regard to the loan, probably just the nearness of it is going to have more influence than the actual size of the project. But with a larger project, there is probably going to be more activity as far as more trucks, etc. depending on how they are taking sand out. Nysven wasn't sure, as far as something being deemed a large site or a small site, whether that was an issue as far as market value of the property as much as the fact that they are there. Some discussion took place on different types of sales. Britzius asked if Nysven had seen any of the property values go down. Nysven stated if there is already a sand mine there and then in the surrounding area there has been activity as far as people buying and selling homes, etc., what people are willing to buy or sell their homes for determines where the market value is. If one goes back, i.e. five years or whatever the case may be, before the sand mine was there, and that same property sold for \$20,000 more than what it is now after the sand mine, Nysven questioned if that was a product of the sand mine being there or were there other market conditions. Nysven commented one can't really go back too far because in 2008 and 2009 is when everything sort of plummeted and that is something the Committee needed to be aware of more so than Nysven because as he had stated they are only looking back one year. If now there are four places relatively close to that mine that have sold, i.e. in the last six months and after some adjustments from acreage or size of homes, but they are fairly close to that valley, you have a pretty good indicator that is where the value should be for that property. Britzius asked whether Nysven has seen people being concerned about their property values dropping in the kind of scenarios that Nysven is describing. Nysven responded there is always concern when there is change. Obviously having something like a sand mine or something else, i.e. a large farm operation decides to move in, there are questions as to how that is going to impact the neighbor. It is always a concern for people when it is hitting them in the pocket book as far as property values. Nysven suggested that if the mine is closed and reclaimed perhaps the property value will come back up somewhat but questioned how soon that would take place; 5 years or 10 years. Nysven added that when you start stretching things out over time like that, they really don't look at those long periods of time. Britzius and Nysven agreed that it is pretty hard to turn it into a science that is measurable. Upon Zeglin asking Nysven how many years he has been a mortgage loan officer, Nysven responded he has done mortgages as his only job for a little over a year and a half but he has done mortgages for 25 years. In taking industrial sand out of the picture, Zeglin questioned if Nysven has a property next to an industrial park and comparing that to another property five miles away, with no possible of having an industrial park next to it, you have the exact same lot and the exact same home, is there going to be a difference in the value of those two properties. Nysven responded absolutely. The one next to the industrial park, more than likely, would be less because Nysven reiterated it is the demand for the property. If you want to have your house next to whatever the industry is as opposed to a regular residential area or in the country, if it is the same house just five miles away but the other one is next to something less desirable than that property is probably going to be worth less value wise. The Committee thanked Nysven for coming. Brandt stated this is another piece of information related to our discussion on property value guarantees. Brandt added that it is clear that there is uncertainty and risk related to buying and selling property near to any kind of undesirable activity and that is what we do in zoning is to try to separate competing, conflicting, desirable or undesirable activities. We make the call.

At this time Zeglin stated she would like to pursue her two ideas that she put forward in the last meeting; 1) the proposed property value agreement. Zeglin stated she was educated to the fact that such a property value agreement whereby the mine has to come to some agreement with surrounding landowners is already present in the County as far as the Town of Ettrick has a Nonmetallic Mining Ordinance Licensing procedure that was

accepted by the County in their Smart Growth Plan. When Zeglin came up with this she was unaware that there was already something out there that we could look at for documentation. Brandt read aloud Zeglin's proposal; a property value must be in place for all properties adjacent to the industrial sand mine (with various clarifications). Brandt questioned if this would be added to the Standard Conditions section of the Conditional Use Permitting process and the second part would be recommended for the Ordinance itself. Zeglin responded that was correct. Zeglin explained how she formed these points saying they were partly from the Health Study itself wanting more protection for people. More recently or even backtracking from the Smart Growth plans in various townships, originally set forth ten years ago many of the questionnaires at the time reflected the fact that natural beauty should be preserved, the values of living in the country and not being near cities, industry, etc. all placed high in the surveys. (Zeglin noted she tried to get more statistical information from UW Ext., however some of their personnel were not available to gather that information and she would try to have more information at the next meeting). More recently, in the update of Smart Growth that we are just getting to, their survey also included questions about living near industrial sand mines. The survey responses indicate that for the most part people don't even want to be within five miles of an industrial sand mine. Zeglin added that again, with the strategic planning that is going forward now, the questionnaire's that were responded to by people in the County, again they are indicating that they want protection and that they don't want to be near sand mines. Zeglin thought, as a County entity or anyone in County service is there to protect its' citizens both health wise and service wise. Zeglin said the public has spoken that they need some protection. Brandt commented that the Committee has been talking about this for quite a while and Corporation Counsel Rian Radtke has indicated a number of times the difficulty in coming up with a template for a property value guarantee and it appears to Brandt that you may have come with a possible solution which is just to be general as opposed to specific in saying that a property value guarantee must be in place but it doesn't say what it has to look like, how they came to that conclusion but just that there has to be one. Brandt added this is something that we have done in the past, not as a standard condition but as a condition as we realized there was conflict to neighbors. Zeglin stated that previous committees have done conditions for specific properties. Brandt asked Zeglin to speak specifically to the three bullet points; property value agreements must include all tax parcels, be valid for five years and five years for any change in the ownership. Zeglin stated she would read the general premise and the first bullet point and then discuss that. Zeglin read aloud "Property value agreement must be in place for all property adjacent to the industrial sand mine". Zeglin stated that means any property bordering a sand mine. Brandt clarified that this is different than the distance we had talked about in the past. Zeglin agreed and said distance is more or less an ordinance change but the first bullet point is the agreement which must include all tax parcels within that property. Zeglin added that we all own property and if you own a forty, typically a forty can be one tax parcel because that is the way it was originally set up – all tax parcels were forty acres. If you have done anything at all on that property, if you sold off ten acres, etc., you now have two tax parcels. A lot of the time that comes back to a different owner (both parcels) so anytime you split a forty for any reason you have numerous tax parcels. Zeglin gave an example using her property; Zeglin's own a 90 acre farm, they have four tax parcels so at various times things were split off (bought and sold). They originally had a certain amount of land. Zeglin's then bought another 40 acres and then another 40 acres. Upon Brandt's inquiry, Zeglin clarified that she meant the properties that are contiguous to that mine. Britzius commented that could be anywhere from one acre to 500 acres. Zeglin agreed that it could be and stated if someone has bought a property and has a mortgage looming over them, if they don't want to be there, they find it intolerable to be there, if you are just going to offer them the purchase of the home and one acre, no out buildings, etc., they might have gotten rid of one tenth of their mortgage but they still have 90% of their mortgage to pay off so they are still tied to that property even though they don't want to be there, so just having a small portion of that property bought out really doesn't help them. Brandt commented he could see the scenario that Zeglin is talking about where there is an adjacent property that has the house on it but that the majority of the property is in a different parcel which isn't adjacent to the mine. Schultz mentioned where farm families have set up various LLC's to cover certain portions of their operations and questioned if that would be included when it is a different entity. Schultz clarified that he meant where, i.e. a family owns 3000 acres and it is broken up into seven LLC's and questioned whether that one LLC would be considered to be its own owner

of those parcels. Zeglin responded that she assumed so, as she certainly didn't want anything to extend to an owner who has given up a property a mile away. Schultz added it would be the same individual(s) that own all these properties. Zeglin clarified she was talking about any adjacent property and whoever owns it. Schultz again clarified that you could have a person or siblings who own, equally, shares of multiple LLC's. Schultz asked Zeglin if she would limit it to that LLC or entity. Zeglin responded it would be limited to that particular LLC that is adjacent to the mine even though it would be the same owner. Nelson clarified that, i.e. Someone owns a forty or 80 acres of that land around the mine area and it has a property value guarantee on it and the land gets sold, would the property value agreement go with it. Zeglin responded yes. Brandt read aloud bullet point number three; A new property value agreement must be in place for any subsequent owner or owners of said property for five years after the initial purchase. Brandt questioned if the property gets sold does that have to be renegotiated or does the five years just continue. Zeglin clarified the five years would just continue for the new person. Zeglin added the reason she has five years in there is that the property value agreement will be valid for a period of five years after the mine operations begin because some people are very hesitant to leave. Initially, they figure, "I'll be ok with it, I can live with it, then two years down the road they find it intolerable, so do they spend the rest of their lives locked in to a location that is essentially driving them crazy, which has happened in this County, or do they leave at a huge financial loss to themselves which has also happened. Zeglin explained that the five years gives them an option of; you've got something in place, you have five years to exercise that option or not. Zeglin really doesn't want to enslave people when they have no option. Bawek questioned what the time line necessary to achieve this agreement would be, because everyone is going to feel a little bit different about the value of their property (both the mine owner and the land owner both will have quite a difference in the value of their property). Bawek asked how much time do they have to come to this agreement where one would cry, "You won't come to an agreement with us". Zeglin responded that we have had that in the past also and if this goes forward as a standard condition they would have that one year preliminary period, as everyone does right now, to finalize their conditions before they can move forward to start the mine extraction itself. There would be no changes in time period as it would be a standard condition to be fulfilled within that one year period of time. Zeglin commented she used to work in business and with any good business plan you have pretty much everything in place before you would come to get your permits for anything so you should have a firm business plan in mind, when you come and get your permits and know whether it is workable or not. Nelson clarified that the property value agreement would be guaranteed by the mining company. Zeglin responded that was correct and the County wouldn't have anything to say about it. When they come forward if they have something in place then that is fine. Schultz stated, i.e. in one year the mine applicant made continual attempts to contact the landowner and got zero response/total stonewall, and questioned where that puts the Committee. Brandt brought up the early scenario with Slaby's. Schultz commented that wasn't a stonewall as there were offers and counteroffers, so there was communication. Schultz questioned if, i.e. the potential seller to the mine applicant, literally, never responded over the course of a year, where that would put the Committee. Schultz thought the Committee would have to say the applicant certainly made an effort. Schultz asked Radtke if the Committee would want to find a way where we would require some documentation of making an effort to pursue the property value guarantee. Zeglin commented you would need to have an agreement in place. We don't care about what is in the agreement just that it has been signed by both parties. Schultz asked what if the potentially impacted person, who the applicant is pursuing the property value guarantee with, doesn't even respond and they don't even say no, they just simply do not respond. Britzius commented that we saw that happen here once, where the applicant came and asked us to drop this condition because it was so difficult to meet. Schultz thought even in that situation they had communicated but Schultz was talking about total absence/stonewall. Zeglin responded, briefly, not our problem. Radtke thought it was a good point as it is something that could happen. Radtke thought Britzius' response is probably a likely way that the Committee would be looking at to resolve it. The problem that stems from the County proposing a condition on an applicant that they reach an agreement is that an agreement is reached mutually by two parties and so essentially our condition extends to another party, the landowner, who we are telling they have to reach an agreement with the applicant and the applicant may say, "I'm not interested, I'm not even going to talk to the person", that raises a concern because you're imposing a condition on an applicant to do something and you're

asking somebody who isn't under the jurisdiction of the permit to also do something. Radtke thought that was a realistic problem that could arise from that and Britzius's proposal would most likely be an avenue to address that concern. Britzius made a general comment that generally Britzius likes this kind of thing. He wanted to say that we will never get it perfect but as some point we just have to say, "Yes, let's try that" and if two or five years down the road it doesn't work you would have to change it, but there is so much energy behind the idea of providing some type of protection around property value agreements and this is a somewhat minimal way to do that and it very well worth doing. It might require a little more definition than what we see here but Britzius didn't think that should stop us from doing it. Nelson asked Lien how close we have been to doing something like this with our conditions in the past. Lien answered by saying we've actually done things like this in very similar situations and parties have contacted Lien prior to a meeting, with a grid lock situation where no one is responding or a dollar amount is just high or unreasonable. Lien always tells them that the Committee takes all of that into account and makes a decision and if you can't negotiate and the Committee has to make a decision there will be a winner and a loser, whereas if you can negotiate you might meet somewhere in the middle. Unfortunately, Lien stated those are the decisions this Committee has to make. Lien added that Zeglin's proposal refines things a little more of what we have been doing. We have never put a distance and Lien thought the Ordinance might say property values in the vicinity and all of these are loose terms. "Adjacent" is sort of a loose term because, i.e. if there is a public road between then it perhaps is not adjacent. And with the property, there is question if there are multiple LLC's or just in one spouses name versus husband and wife – those are legally, all different property owners so all of those things are debatable. Again, Lien stated this is very similar to what we have been doing but he thought it comes down to if people do a good job and do their homework you shouldn't have these issues. If there are gridlock situations, it unfortunately falls on this Committee to make those decisions. Brandt stated what Zeglin is proposing is to make this a standard condition. In the past, it has been dependent on the circumstances, and that would be the difference along with the five years as well as the tax parcels. Schultz thought this was the Committee's best move forward especially coming off of Radtke's obvious points on having some kind of firm formula on property values. In regard to "adjacent", Schultz questioned if the Committee wanted to include language and/or parcels that are tied to residences within a half mile or something approaching what we saw in Arcadia because this says, "Property adjacent to an industrial sand mine" and Schultz was thinking about "a two acre lot across the road that is not adjacent or a two acre lot that is not adjacent but is within a half mile. Schultz thought that perhaps creates a problematic situation possibly if there is nonadjacent, multiple two acre lots that are just a half mile away that is a situation that we were just discussing. Zeglin responded that her suggested addition to the Ordinance would cover that particular scenario; simply having a buffer of a half mile from any residence, livestock facility, school, hospital or senior living facility also half mile from any lakes, streams or rivers. Brandt was happy that Zeglin separated them out because the second one is a grander thing and putting it in the Ordinance is a longer process and raises many more issues. The first one reflects what we have been doing already and have found to be effective and doesn't require any action above putting it into our standard conditions. Zeglin said some of the language definitely needs to be tweaked, this is just a general idea. Zeglin wanted to look at the language that the Town of Ettrick used in their licensing agreement. Zeglin acknowledged Tom Forrer who was present as he was deeply involved in the Town of Ettrick licensing ordinance project. Zeglin asked that Forrer be allowed to speak to the process that the Town of Ettrick went through. Forrer read aloud from a section of the Town of Ettrick Non-Metallic Mining Licensing Ordinance "The owner/ operator shall negotiate private agreements with affected landowners within twenty-five hundred feet (2500 feet) of mine boundaries (or to the limits of the Town's jurisdiction) to address property values, structures, wells and nuisance factors. Notarized evidence of agreements with affected landowners shall be submitted with the Town of Ettrick Non-metallic Mining Application. If agreement cannot be reached with all affected landowners, then the Town Board shall decide if the Permit shall be issued". Forrer explained that historically this came up when someone had come to the Town of Ettrick board and wanted them to sign the letter and then they would move onto this Committee. According to Forrer, people got really upset when the process was in the hands of three people without any standards or anything else to go by so we eventually got an ordinance. We had three public hearings and the ordinance has never been tested because we have not had an applicant but before the town

board does issue a letter, they must call the five people who are on the Committee to go through all the applicants papers (there is criteria the township requires) and the reference is here that it happens before the town board makes a decision and this Committee has already done screening. Forrer added that, not an official part of this, is that if the landowner wants some counseling/direction or something they are free to seek it from whoever might have it. We are not prepared to issue, as Radtke had cautioned the Committee against, advice officially but there would be some support before a landowner entered into an agreement with a mine. Forrer explained that the Ordinance says “notarized” but the town board doesn’t know what amount of money is being agreed upon between the two, so it is about as general as one can get. Forrer said his ears sort of perked up when Forrer was at the last meeting and Zeglin brought this up. Forrer thought this sounded familiar to what the Town of Ettrick has but again, it hasn’t been tested so we don’t know the extent to which it would actually work but Forrer thought it is loose enough to cover much of what the Committee was talking about without getting overly specific. Brandt commented it does a couple of things it creates a distance and it also points out that the elected body makes the final decision. In relationship to Schultz’s question, Brandt read aloud, “If an agreement cannot be reached then the Town Board shall decide if the permit shall be issued”. In discussing Schultz’s comments, Radtke stated if the Committee made this as a condition, that one would have a year to get the preliminary conditions done, and then there is an impasse at the end, there is a question of how do we resolve that; do we bring the Committee back in to say no the condition is not valid and we are going to get rid of it because there is an impasse or is the Committee going to say, “no, this condition stays in place” and basically creating an impossible situation to have two parties reach a mutual agreement when one party doesn’t want to. Radtke was actually going to mention this, but if you did this type of thing at the time of when the permit was granted or denied to determine whether or not these are in place at that time, then it puts the Committee in a position where they can use that information to determine whether or not to grant or deny the permit as opposed to later on dealing with it as a condition that is not being complied with. Radtke continued that if the Committee treats it as a condition and you say, “We’re going to leave it to the parties to work out” and you’re not going to address the conditions further, what could happen is the Committee could essentially be delegating its’ authority to grant or deny the permit to a third party/to a landowner who may just decide to refuse or have this impasse and in effect having authority to deny the permit so if you don’t want to have a situation where the Committee is going to be delegating such authority it might be best to have something along the lines of what the town has here that in the event an agreement can’t be reach by the affected landowners then the Committee would make the final decision as to whether or not a permit would be issued. Radtke stated he thought that would be a better course than treating it as a condition for the various reasons stated. Britzius asked if a statement like this wouldn’t be called a condition as opposed to an ordinance change. Radtke answered he wouldn’t necessarily view this as a condition because of the last sentence saying, “If it is not reached then there is going to be a decision whether to issue the permit or not”. To Brandt it appeared that Radtke felt this was more like an ordinance change than just adding it to the standard conditions. Radtke responded that right now our Ordinance has a variety of things that this Committee must look at and determine in evaluating whether to grant or deny a permit, based on a case by case basis, the facts that are before you. There are certain things that the Committee must find to exist in order to grant a permit and if they don’t then they can’t grant a permit. Maybe the language similar to this related to the property values would be a better fit in that area of the ordinance as opposed to a standard condition. Zeglin reiterated that if she has an idea for a particular business, she does a business plan, i.e. if she wants to start a business in the City of Whitehall, she would look at their zoning ordinance requirements, what she has to do to implement this business and she would make sure everything is in line before she even approached anyone about this particular business to make sure it worked, so if she wanted to bring an industrial sand mine to Trempealeau County, she would look at the ordinance, the standard conditions, she would figure out whether she is going to be able to make this business plan work or not and if one is certain, within the guidelines, that the plan is going to work then one brings it forward. It is just good business sense. Zeglin continued that as far as what Ordinance changes we make, you know you have them done or not before you come to the Committee as that is good business planning for anyone in any type of business. Bawek had a question as to coming to an agreement; if someone comes to Bawek with a proposal that no one would accept, how does one consider or what does one define as a “good

faith effort”. What definition will we come up with that we would call a “good faith” effort so that we can fall back on that for us to make that decision as to whether the permit should be issued or not. Brandt thought a basic answer to that is the one that Britzius and Radtke had both stated which is that is part of the hard work that the Committee has to do – to make sure there has been a “good faith” effort and like Britzius said sometimes we won’t get it right or it doesn’t seem like it’s right at the time but it turns out to be right. That is part of the hard work that we have to do. Brandt thought we can try to define this and we have seen some property value guarantee language that tries to define things in too much detail. Britzius questioned if that isn’t where the Committee becomes judicial as the parties will come in here and want to say, “I made a “good faith” effort and the Committee may say, “No, you didn’t”. Britzius stated we can’t define “good faith” effort, we can only listen to them and then follow along the lines of what this thing says. Bawek added that along those lines, we would have to hear what was proposed to them and we don’t want to get into that. Britzius commented we heard some of it today. Bawek reiterated that we don’t want to get into that. Brandt stated, getting back to the original question, “What if somebody comes with a proposal that nobody would accept – so you have something in your mind already as to what it is that is unacceptable to anybody and like Britzius stated we heard it/the numbers today and how they’ve changed over the last four years. Brandt stated we would have to do that in order to make a decision, we would have to be involved a little more intensely at that point because someone would say, “We made them a good offer” and the other guy might say, “No you didn’t”, so at some point we’re going to have to act on that. Bawek asked if the Committee really wanted to get that involved. Britzius answered no but we maybe would with some of them. Brandt commented we have been already and we are right now. Bawek stated he was just throwing that out there for discussion because it will come forward. Bawek questioned if that was some language that the Committee might need to work on in this proposal or in drafting something for the Ordinance. Brandt moved the meeting along by saying he thought for a moment the Committee was about to come to an agreement on how to approach the property value guarantees. Brandt thought the Committee was in a sense of an agreement with Zeglin’s idea to create a standard condition related to property value agreements. Brandt added that we also understand that Zeglin herself says there needs to be some “fine tuning” here. There have been three points brought to this discussion; one has to do with adjacency, another all of the tax parcels and the third length of time. Other than the length of time each of those has some language issues. Britzius commented that in point number 2, the definition of when a mine is beginning/ in operation needs to be included. Brandt questioned whether the language should read “adjacent” or is it a distance and is it the mine boundary, etc. Zeglin commented this is just general idea and hopefully a collaborative effort would find new language that we all like. Brandt raised the question again as to what happens when one of the landowner’s just plain refuses and what does that do related to our power to enforce the conditions. Brandt liked how Radtke answered that question because Brandt was really afraid that we were going to be “on the hook” with Slaby who, according to Brandt, was basically coming to us today to say, “Tell that guy to sell me the property” or more than that, “I’ve made every effort I possibly can and give me my permit even though I can’t get the property”. Brandt stated Radtke’s point, at this time, because we have never had language that says we are enforcing anything but the conditions, hopefully that means that our stance at this point and in the future is that we are enforcing the conditions unless we put this kind of language in which enhances our judicial component. Schultz asked Radtke if, along with notarized evidence of agreements, the Committee should also require evidence of attempts to contact or provide offers, etc. Schultz elaborated by stating he was glad the Committee is addressing that because there has been a lot of discussion on landowners rights – well landowners also have responsibilities, so he thought the property value agreement idea is addressing that the neighbors of a potential project have rights but also that applicant has some rights. Schultz thought they have the right to some kind of response to their efforts to pursue a property value agreement. Radtke thought Schultz asked two things; one small thing was evidence of whether or if an actual property value agreement was reached. Under this proposal all the County would be interested in is a deal with all the adjacent property owners. Is it a five year agreement? Does it deal with language about subsequent landowners? The parties could redact the rest of that agreement as the County wouldn’t need to know the details. Radtke said the bigger, more difficult question that you’re getting at is how we deal with the question when there is an impasse under this type of proposal. Radtke said it is tough because you’re talking about

presenting two sides, essentially have a mini trial on who is more credible. In a situation like this, your hardest case is when both sides are holding a reasonable position which is very possible. Radtke's initial thought is should we even be involved at this level. This is a Conditional Use Permit and if you think of all things that the Committee is to consider this would be just one small piece of it and now to have attorney's and briefs submitted by the parties, taking evidence, etc., it ends of being a big trial. Radtke said that Bawek had questioned if there was going to be some type of criteria to apply so that the Committee is looking at what is "good faith" and what is not. Radtke thought it is a difficult question and he personally would want to put more thought to it. Upon Brandt questioning what the Committee's options were, Bawek commented he thought it was something that is worthwhile pursuing on the basis of, an applicant will take a siting very seriously as to where they want to put a site, it won't be done on a whimsical basis which will help immensely as to the number of mines coming forward. They will have to take into account that the neighbors do matter and it will be a big part of whether one will receive this CUP, so on that basis alone Bawek thought it was worth proceeding on. Brandt questioned if the Committee would like Radtke to take the spirit of this and help clarify it with some definitions or we could agree that this is sufficient in itself and make it a standard condition. Nelson asked Radtke how different Zeglin's property value agreement requirements is from what the Town of Ettrick has done as it looks to Nelson like it is very close. Radtke thought it was pretty close as they have the 2500 foot boundary as to who is affected. Zeglin's just says "adjacent". Radtke continued that there is the five year time frame, applicable to subsequent owners and so it is very similar and it could be worded similarly that way. Off of Brandt's point, Radtke mentioned that if the Committee is going to make this a standard condition or include this in the Ordinance as you all know we need to have a public hearing and notify the towns' of the Ordinance revision. Some discussion took place on whether the change to the standard conditions would need a public hearing, etc. Lien recapped that he thought the Committee is definitely headed in the right direction. Lien supports Radtke's and Britzius's thought with it being more of an Ordinance issue than a condition because in the past we have had this impasse where Zeglin had said property value agreement. Lien stated the Town of Ettrick has addressed more of what Lien was thinking which is a property agreement – it shouldn't be about value. We have had that discussion too many times and none of us would agree as to what someone else's property is valued at. It is in the eye of the beholder so it shouldn't be about a dollar amount, it should be a property agreement and to everyone involved that property has a different type of value. In the past, Lien said we have had people state they would build a 50 foot berm and plant trees or reduce the mine setback. That is a property agreement and to Lien "value" says how much money. Money is only one option and Lien didn't think one could put a dollar amount on everyone's property and this Committee shouldn't be tasked with that because it is insurmountable. Lien thought of amending it to more of a property agreement instead of a value agreement because if you build a berm and increase the setback distance it might be ok for someone. Lien liked the language that talks about a distance and puts a time on the agreement because until something is there one is only speculating how it is going to impact. If the agreement is in place for five years it gives one an option to leave or perhaps to re-negotiate the terms of the agreement. If we just talk about value, we are talking about "pay for play". How much does it cost for me to get in the game. Lien didn't like that scenario because it is really hard for anyone to put a dollar amount on someone else's property. Zeglin stated Lien is correct that trees and a berm might be perfectly acceptable to a property owner. They might want nothing done at all but that would be their agreement. Zeglin thought taking "value" out of here is the right way to go. Lien responded that is what Ettrick eluded to and it is sort of what we have talked about in the past. Unfortunately, Lien said they have tried to pull him into the middle of these negotiations all the time and that is not a place for himself or this Committee. Our role is just to know they have an agreement. We don't really have a concern as to what is in the agreement as long as there is one. Lien stated Zeglin's recommendations give the applicant and the homeowner a distance which is good. It also gives a time line which we have never had so in that respect, Lien thought we are definitely headed in the right direction. Brandt commented, as Bawek had stated, we are doing this to make it clear to the applicant that neighbors matter, that they have engaged the neighbors, they have to communicate with them and understand what their concerns are. Brandt said the language in the Ettrick ordinance refers to just about everything except property values. This is a way of communicating that the neighbors are going to matter and they are going to be part of your decision to be there. Britzius commented

the Ettrick one is very broad as one could add something like nuisance factors in there to address whatever is particular to that landowner. Radtke stated 13.02 of the Comprehensive Zoning Ordinance is the standard conditions so if a CUP is granted each of those conditions are automatically conditions to that permit and then there is conditions that the Committee can add on a case by case basis but these automatically apply; hours of operation, noise, notification for blasting, etc., so to call a proposal like this a standard condition it would need to be plugged into the Ordinance. Radtke suggested an idea, which Gamroth had mentioned to him, of making evidence of such property agreements a requirement at the time of submission of the application and that it doesn't come to a point where we are actually at the hearing date where there is a question or not. Radtke voiced that may address some of the issues but there will still be impasse issues and is that going to effectively act as a block to an application. Radtke thought it was an interesting idea to have that in place before one would even schedule the hearing to know whether there is that impasse or not. Lien asked Radtke to recall, as they have had this identical conversation and gave the following hypothetical; you have a mine border and there are ten landowners around it and the applicant comes forward and says, "We have eight agreements and we have two people who refuse to talk or their agreement is a buyout at "X" amount", so at that point it would be this Committee's decision to review all of that and make a decision as to whether this is a good site or not. Radtke responded if you reference this language and the language that was up there before that is what is saying that you need to have these property agreements and in the event there isn't an agreement reached that the Committee would make a decision to grant or deny the permit. It is a win or lose situation. Lien stated the more difficult question is – what is that distance? Is it from the mine border, adjacent or is it 2500 feet or what is that distance and the period of time in which that agreement must be honored or in place. In getting back to Lien's first point, Zeglin stated if two out of ten bordering landowners can't reach an agreement that is not the Committee's problem. Zeglin didn't think we want to get into that issue. Lien responded that this Committee will have to decide then because we will hear testimony on both sides as to whether it is a good site or not. Gamroth commented not if they can't bring the application forward. Lien responded then it would have to be 100 percent before we will accept that application. Lien added the positive of that is it sets criteria for the applicant of what is expected of them and it lets the neighbors know within that border what their rights or options are and right now we don't have neither. Zeglin stated that is why she is bringing this forward as it gets back to, do I have a good business plan that will fit here or not. In regard to Lien's example that two people would be against the proposal, Nelson clarified the applicant has to have an agreement with them before the Committee will issue a permit. Lien responded that is how we require it. Nelson gave the example and questioned what happens if the applicant can't offer them an exorbitant amount of money, unless they get their permit. Lien responded the agreement is a five year agreement and we wouldn't be concerned as much with that as much as that they have the agreement. After that it would come down to how valid or legal was your agreement. Lien thought what Nelson was alluding to is if they make an agreement – they are going to purchase the property, so they then come forward, the County issues the permit and they can't get the resources or they don't purchase the property which wouldn't be this Committee's issue anymore. The issue would then be how valid was there personal agreement. Zeglin commented they wouldn't have to buy the property upfront. It is an agreement to do this within that five year period of time. Britzius proposed and the Committee agreed, that Radtke, in consultation with the Director and/or Zeglin, come up with refined language on a property agreement (leaving out the word "value") to bring before the Committee as the next meeting. Some discussion took place on time frames in regard to the Committee's review and a public hearing, etc. As far as any public hearings going forward, Zeglin thought the Committee really needs to totally review again everything we have discussed about the Special Health Study Committee Report to make sure we have discussed every item as there may be more Ordinance revisions required before we totally complete our job. Zeglin suggested everyone "put their nose to the grindstone" and review everything that we have done as we have been at this for more than a year. Zeglin thought perhaps staff could get something together as to exactly what we have done and we can go through point by point and make sure everything has been addressed before we go to public hearing.

Confirm Next Special Meeting Date and Regular Meeting Date

The next regular Committee meeting date was set for January 13th, 2016 at 9:00 AM. Due to the holidays

there would be no Special meeting scheduled at this time. Brandt stated this was technically, Rick Geske's last meeting. Geske has apologized to the Committee for not being present at some of the meetings but he was struggling with some health issues. Geske's term on the FSA Committee is now completed so there will be a new representative on this Committee going forward.

Brandt made mention of a Frac Sand Mining Workshop put on by Wisconsin Farmers Union and Wisconsin Towns Association to be held on December 14th, 2015. A notice of possible quorum of Committee members will need to be posted as several are planning to attend.

At 12:40 AM, Nelson made a motion to adjourn the meeting, Skoyen seconded, motion carried unopposed.

Respectfully submitted,
Virginette Gamroth, Recording Secretary

Michael Nelson, Secretary