



VILLAGE OF EDGAR

224 S. Third Avenue
P.O. Box 67
Edgar, Wisconsin 54426
Ph. (715) 352-2891
www.vil.edgar.wi.us

Special Board of Trustees Meeting Agenda

Monday, October 7, 2024

6:30 PM

Edgar Village Hall

Members: President Lepak, Butt, Apfelbeck, Schueller, Streit, Werner, Schroeder Schuett

1. Call to Order – Roll Call
2. Approval of Agenda
3. Discussion and possible recommendation to the Village Board on Change Order #2– Switlick & Sons– increase of \$54,958.95 to adjust quantities
 - a. Cty H North Sewer Replacement \$10,689.80
 - b. Thomas Hill Road Sewer Replacement \$29,343.76
 - c. Cty H South Sewer Replacement \$11,035.35
 - d. Birch Street Sewer Replacement \$25,200.04
4. Discussion and possible recommendation to the Village Board on Change Order #1 – Switlick and Sons – increase of \$25,464.00 to adjust quantities (Wisconsin Ave/George Wagner Drive – CWF/SDWLF)
5. Discussion and possible recommendation to the Village Board on Pay Application #3 (FINAL) – Switlick and Sons – \$67,290.15 – (Wisconsin Ave/George Wagner Drive – CWF/SDWLF)
6. Discussion and possible recommendation to submit the North American Wetlands Conservation Act Proposal Summary – Scotch Creek Wetlands Enhancement, Wisconsin 5
 - Grant request \$249,255.14
 - Match -VOE \$ 58,086.34 (\$29,723.17 in-kind/cash will be reduced by successful grants)
 - Match - Gordon Krall \$217,083.95
 - Match - Edgar Fire Dept \$ 31,200.00
7. Discussion and possible recommendation to accept Conservation Easement from Gordon Krall 5
8. Discussion and possible recommendation to approve Resolution 12-2024 Urban Forestry Grant Submission 5
9. Discussion, presentation and possible recommendation of the 2025 Budget
10. Motion to convene into closed session under exemptions provided in Wisconsin State Statutes 19.85(1)(c) Considering employment, promotion, compensation, or performance evaluation data of any public

The Edgar Municipal Building is accessible to the physically disadvantaged. If special accommodations for visually or hearing-impaired individuals are needed, please contact the Edgar Administrator-Clerk-Treasurer at 715-352-2891. Members of the Edgar Village Board may be in attendance.



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employee over which the governmental body has jurisdiction or exercises responsibility for the purpose of reviewing the backgrounds and making an offer of the candidates for Chief of Police position

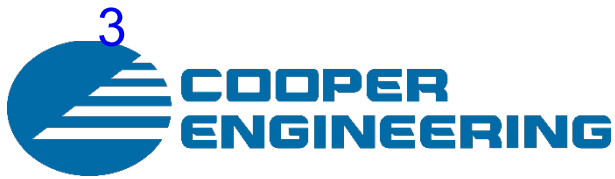
Roll call

11. Motion to convene into closed session under exemptions provided in Wisconsin State Statutes 19.85 (1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session for the purpose of reviewing a request to purchase Village land parcel #121-2804-124-1108
12. Motion to move to open session
13. Discussion and possible action on items, if any, from closed session
14. Discussion and possible action on Introductory Resolution 13-2024 – to vacate a portion of Sixth Street in the Village of Edgar [54 55](#)
15. Adjournment

Terry Lepak
Village President

Jennifer Lopez
Village Administrator/Clerk

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October 1, 2024

Jennifer Lopez
Village of Edgar
PO Box 67
Edgar WI 54426

Re: Change Order No. 2

Dear Jennifer,

Attached is Change Order No. 2 for Switlick & Sons, Inc. The contract the Village has with Switlick & Sons is a unit price contract and the Village pays according to the unit bid prices for the work actually performed. This change order documents the difference between the estimated quantities and the actual installed quantities.

If you have any questions, please contact us.

Sincerely,

A handwritten signature in black ink that reads "Gary Strand". The signature is written in a cursive style with a horizontal line through the middle.

Gary Strand, P.E.
Project Manager

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**SECTION 941
CHANGE ORDER NO.: 2**

Owner: Village of Edgar Owner's Project No.:
 Engineer: Cooper Engineering Company, Inc. Engineer's Project No.: 20540057
 Contractor: Switlick and Sons, Inc. Contractor's Project No.:
 Project: Edgar Wastewater Collection System Improvement
 Contract Name:
 Date Issued: October 7, 2024 Effective Date of Change Order: February 7, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

Adjust the estimated quantities to the actual installed quantities.

Attachments:

None

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ <u>1,641,619.00</u>	Original Contract Times: Substantial Completion: <u>August 30, 2024</u> Ready for final payment: <u>October 21, 2024</u>
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1 \$ <u>30,814.00</u>	[Increase] [Decrease] from previously approved Change Orders No.0 to No. 1 Substantial Completion: <u>0</u> Ready for final payment: <u>0</u>
Contract Price prior to this Change Order: \$ <u>1,672,433.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 30, 2024</u> Ready for final payment: <u>October 21, 2024</u>
[Increase] [Decrease] this Change Order: \$ <u>54,958.95</u>	[Increase] [Decrease] this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u>
Contract Price incorporating this Change Order: \$ <u>1,727,391.95</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 30, 2024</u> Ready for final payment: <u>October 21, 2024</u>

<p style="text-align: center;">Recommended by Engineer (if required)</p> <p>By: <u><i>Gary Strand</i></u></p> <p>Title: <u>ENGINEER</u></p> <p>Date: <u>SEPT 30, 2024</u></p>	<p style="text-align: center;">Accepted by Contractor</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p style="text-align: center;">Authorized by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p style="text-align: center;">Approved by Funding Agency (if applicable)</p> <p>_____</p> <p>_____</p> <p>_____</p>

							Switlick & Sons Inc.		Final Change Order	
Section Title	Line Item	Code	Item Description	UofM	Quantity	Unit Price	Extension	Actual Quantity	Actual Price	Extension
CTH H North Sewer Replcmt, ALT 2, Slip Lining by Pipe Bursting							\$604,161.00			
	1D		1 Mobilization & Project Administration	LS	1	\$20,000.00	\$20,000.00	1	\$ 20,000.00	\$ 20,000.00
	2D		2 Salvage Concrete Base Material	SY	2000	\$4.00	\$8,000.00	2000	\$ 4.00	\$ 8,000.00
	3D		3 Salvaged Asphaltic Base Material	SY	2000	\$4.00	\$8,000.00	2100	\$ 4.00	\$ 8,400.00
	4D		4 Unclassified Excavation	CY	600	\$15.00	\$9,000.00	725	\$ 15.00	\$ 10,875.00
	5D		5 Sawing Pavement	LF	5000	\$3.00	\$15,000.00	4650	\$ 3.00	\$ 13,950.00
	6D		6 Base -1 1/4" B.A.D	TON	850	\$28.00	\$23,800.00	1119.1	\$ 28.00	\$ 31,334.80
	7D		7 18" RCP Storm Sewer	LF	80	\$75.00	\$6,000.00	58	\$ 75.00	\$ 4,350.00
	8D		8 4' diameter storm MH w/ 2'x3' Inlet Casting & Grate	EA	1	\$3,500.00	\$3,500.00	1	\$ 3,500.00	\$ 3,500.00
	9D		9 8" PE DR17 Sanitary Sewer	LF	1940	\$80.00	\$155,200.00	1460	\$ 80.00	\$ 116,800.00
	10D		10 48" Diameter Precast Sanitary MHs	EA	9	\$8,000.00	\$72,000.00	9	\$ 8,000.00	\$ 72,000.00
	11D		11 4" PE SDR 17 Service Pipe	LF	1550	\$40.00	\$62,000.00	1520	\$ 40.00	\$ 60,800.00
	12D		12 4"x 8" Sanitary Services	EA	31	\$550.00	\$17,050.00	28	\$ 550.00	\$ 15,400.00
	13D		13 Televising Finished Sanitary Sewer	LF	1940	\$3.00	\$5,820.00	1957	\$ 3.00	\$ 5,871.00
	14D		14 Concrete Base Paving	SY	1400	\$63.00	\$88,200.00	1567	\$ 63.00	\$ 98,721.00
	15D		15 Asphalt Pavement - Patching	TON	500	\$150.00	\$75,000.00	574	\$ 150.00	\$ 86,100.00
	16D		16 30" Type D Curb & Gutter	LF	300	\$60.00	\$18,000.00	193	\$ 60.00	\$ 11,580.00
	17D		17 Imported Topsoil (Delivered and Placed)	TON	80	\$20.00	\$1,600.00	69	\$ 20.00	\$ 1,380.00
	18D		18 Turf Restoration	SY	1400	\$4.00	\$5,600.00	1400	\$ 4.00	\$ 5,600.00
	19D		19 Street Sweeping	DAYS	30	\$1.00	\$30.00	25	\$ 1.00	\$ 25.00
	20D		20 Inlet Protection	EA	18	\$70.00	\$1,260.00	5	\$ 70.00	\$ 350.00
	21D		21 Silt Fence (Installed and Maintained)	EA	100	\$1.00	\$100.00	0	\$ 1.00	\$ -
	22D		22 Temporary Toilet Facilities	LS	1	\$1.00	\$1.00	0	\$ 1.00	\$ -
	23D		23 Traffic Control	LS	1	\$9,000.00	\$9,000.00	1	\$ 9,000.00	\$ 9,000.00
Change Orders			8" SDR San. Sewer/Bedding	LF	497	\$62.00	\$30,814.00	497	\$ 62.00	\$ 30,814.00

Yellow = Qty down from estimate
 Red = Qty up from estimate

Switlick & Sons Inc.		Switlick & Sons Inc.	
Estimate	\$604,161.00	Actual Price	\$ 614,850.80

						Switlick & Sons Inc.		Final Change Order	
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Actual Quantity	Actual Unit Price	Actual Unit Extension
Thomas Hill Road Sewer Replacement						\$550,955.00			
	1	Mobilization & Project Administration	LS	1	\$25,000.00	\$25,000.00	1	\$ 25,000.00	\$ 25,000.00
	2	Tree Removal	EA	2	\$750.00	\$1,500.00	1	\$ 750.00	\$ 750.00
	3	Asphalt Pulverizing	SY	4500	\$2.00	\$9,000.00	4500	\$2.00	\$ 9,000.00
	4	Salvaged Asphaltic Base Material	CY	400	\$5.00	\$2,000.00	400	\$5.00	\$ 2,000.00
	5	Unclassified Excavation	CY	5600	\$8.00	\$44,800.00	5645	\$8.00	\$ 45,160.00
	6	Unclassified Excavation-Above base bid	CY	1500	\$20.00	\$3,000.00	1148	\$20.00	\$ 22,960.00
	7	Sawing Pavement	LF	270	\$2.00	\$540.00	267	\$2.00	\$ 534.00
	8	Subbase -3" B.A.D.	TON	3500	\$16.00	\$56,000.00	2667	\$16.00	\$ 42,672.00
	9	Base - 1 1/4" B.A.D.	TON	2300	\$16.00	\$36,800.00	4253	\$16.00	\$ 68,048.00
	10	8" PVC SDR 35 Sanitary Sewer	LF	277	\$52.00	\$14,404.00	300	\$52.00	\$ 15,600.00
	11	Sanitary Sewer Bedding Material	LF	277	\$10.00	\$2,770.00	300	\$10.00	\$ 3,000.00
	12	Connect to Existing MH	EA	1	\$1,300.00	\$1,300.00	1	\$1,300.00	\$ 1,300.00
	13	48" Diameter Precast Sanitary MHs	EA	1	\$4,800.00	\$4,800.00	3	\$4,800.00	\$ 14,400.00
	14	4" PVC SDR 35 Sanitary Lateral	LF	175	\$58.00	\$10,150.00	97	\$58.00	\$ 5,626.00
	15	4" x 8" Sanitary Services	EA	5	\$100.00	\$500.00	4	\$100.00	\$ 400.00
	16	Televising Finished Sanitary Sewer	LF	277	\$3.00	\$831.00	300	\$3.00	\$ 900.00
	17	Replace Existing 6" water valve	EA	1	\$2,800.00	\$2,800.00	4	\$2,800.00	\$ 11,200.00
	18	Replace Existing Fire Hydrant	EA	1	\$6,000.00	\$6,000.00	1	\$6,000.00	\$ 6,000.00
	19	Geotextile Fabric (17.5' & 12.5') - Mirafi 600x	SY	5600	\$2.00	\$11,200.00	5600	\$2.00	\$ 11,200.00
	20	Asphalt Paving	TON	900	\$106.00	\$95,400.00	744.66	\$106.00	\$ 78,933.96
	21	Asphalt Patching	TON	200	\$145.00	\$29,000.00	63.44	\$145.00	\$ 9,198.80
	22	4" Concrete Sidewalk	SF	2650	\$8.00	\$21,200.00	2729	\$8.00	\$ 21,832.00
	23	Detectable Warning Fields	EA	1	\$600.00	\$600.00	1	\$600.00	\$ 600.00
	24	6" Concrete DriveWay/Approach	SF	1200	\$9.00	\$10,800.00	2183	\$9.00	\$ 19,647.00
	25	Base for Sidewalks (3/4" B.A.D.)	TON	180	\$20.00	\$3,600.00	180	\$20.00	\$ 3,600.00
	26	30" Type D Curb & Gutter	LF	2900	\$21.00	\$60,900.00	2165	\$21.00	\$ 45,465.00
	27	Imported Topsoil (Delivered & Placed)	TON	50	\$20.00	\$1,000.00	455	\$20.00	\$ 9,100.00
	28	Turf Restoration	SY	1600	\$4.00	\$6,400.00	2366	\$4.00	\$ 9,464.00
	29	Street Sweeping	Day	20	\$1.00	\$20.00	10	\$1.00	\$ 10.00
	30	Inlet Protection	EA	3	\$70.00	\$210.00	4	\$70.00	\$ 280.00

Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Actual Quantity	Actual Unit Price	Actual Unit Extension
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31 Ditch Checks	LF	100	\$5.00	\$500.00	20	\$5.00	\$ 100.00
32 Silt Fence (Installed and Maintained)	LF	100	\$1.00	\$100.00	0	\$1.00	\$ -
33 Adjust Existing Valves	EA	2	\$200.00	\$400.00	5	\$200.00	\$ 1,000.00
34 Adjust Existing Manholes	EA	4	\$500.00	\$2,000.00	6	\$500.00	\$ 3,000.00
35 4" Perforated Drain Tile	LF	2800	\$7.00	\$19,600.00	2794	\$7.00	\$ 19,558.00
36 Connect to Existing Storm MH	EA	1	\$1,300.00	\$1,300.00	1	\$1,300.00	\$ 1,300.00
37 18" RCP Storm Sewer	LF	281	\$65.00	\$18,265.00	333	\$65.00	\$ 21,645.00
38 48" Storm MH	EA	1	\$3,500.00	\$3,500.00	2	\$3,500.00	\$ 7,000.00
39 Inlet (2' x 3' Casting and Grate)	EA	3	\$3,000.00	\$9,000.00	3	\$3,000.00	\$ 9,000.00
40 12" RCP Storm Sewer	LF	96	\$60.00	\$5,760.00	97	\$60.00	\$ 5,820.00
41 24" RCP Storm Sewer	LF	107	\$95.00	\$10,165.00	107	\$95.00	\$ 10,165.00
42 24" Apron Endwall	EA	1	\$3,500.00	\$3,500.00	1	\$3,500.00	\$ 3,500.00
43 60" Storm MH	EA	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$ 5,000.00
44 Storm Sewer Sand Bedding Material	LF	484	\$10.00	\$4,840.00	483	\$10.00	\$ 4,830.00
45 Rural Development Sign Modification	LS	1	\$1,500.00	\$1,500.00	1	\$1,500.00	\$ 1,500.00
46 Traffic Control	EA	1	\$3,000.00	\$3,000.00	1	\$3,000.00	\$ 3,000.00

Switlick & Sons Inc.

Switlick & Sons Inc.

Estimate \$550,955.00

Actual \$ 580,298.76

Yellow = Qty down from estimate

Red = Qty up from estimate

								Switlick & Sons, Inc.		Final Change Order	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Actual Quantity	Actual Unit Price	Actual Unit Extension	
CTH H South Sewer Replacement							\$109,857.00				
	1A	1	Mobilization & Project Administration	L.S.	1	\$10,000.00	\$10,000.00	1	\$10,000.00	\$10,000.00	
	2A	2	Salvaged Asphalt Removal	S.Y.	500	\$5.00	\$2,500.00	625	\$5.00	\$3,125.00	
	3A	3	Unclassified Excavation	C.Y.	350	\$8.00	\$2,800.00	485	\$8.00	\$3,880.00	
	4A	4	Sawing Pavement	L.F.	1166	\$2.00	\$2,332.00	857	\$2.00	\$1,714.00	
	5A	5	Subbase -3" B.A.D.	TON	300	\$16.00	\$4,800.00	0	\$16.00	\$0.00	
	6A	6	Base - 1 1/4" B.A.D.	TON	200	\$16.00	\$3,200.00	678.6	\$16.00	\$10,857.60	
	7A	7	8" PVC SDR 35 Sanitary Sewer	L.F.	333	\$52.00	\$17,316.00	359	\$52.00	\$18,668.00	
	8A	8	Sanitary Sewer Bedding Material	L.F.	333	\$10.00	\$3,330.00	359	\$10.00	\$3,590.00	
	9A	9	48" Diameter Precast Sanitary MHs	EACH	2	\$4,800.00	\$9,600.00	2	\$4,800.00	\$9,600.00	
	10A	10	48" Diameter Precast MH @23 + 52, 6' LT	EACH	1	\$4,800.00	\$4,800.00	1	\$4,800.00	\$4,800.00	
	11A	11	4" PVC SDR 35 Sanitary Lateral	LF	175	\$58.00	\$10,150.00	36	\$58.00	\$2,088.00	
	12A	12	4" x 8" Sanitary Services	EACH	5	\$100.00	\$500.00	3	\$100.00	\$300.00	
	13A	13	Televising Finished Sanitary Sewer	L.F.	333	\$3.00	\$999.00	359	\$3.00	\$1,077.00	
	14A	14	Geotextile Fabric (17.5' & 12.5') - Mirafi 600x	S.Y.	500	\$2.00	\$1,000.00	600	\$2.00	\$1,200.00	
	15A	15	Asphalt Patching	TON	120	\$185.00	\$22,200.00	212.75	\$185.00	\$39,358.75	
	16A	16	30" Type D Curb & Gutter	L.F.	100	\$65.00	\$6,500.00	37	\$65.00	\$2,405.00	
	17A	17	Imported Topsoil (Delivered & Placed)	TON	50	\$20.00	\$1,000.00	66	\$20.00	\$1,320.00	
	18A	18	Turf Restoration	SY	100	\$4.00	\$400.00	121	\$4.00	\$484.00	
	19A	19	Street Sweeping	Day	10	\$1.00	\$10.00	5	\$1.00	\$5.00	
	20A	20	Inlet Protection	Each	6	\$70.00	\$420.00	6	\$70.00	\$420.00	
	21A	21	Traffic Control	L.S.	1	\$6,000.00	\$6,000.00	1	\$6,000.00	\$6,000.00	
							Switlick & Sons Inc.	Switlick & Sons Inc.			
							Estimate	\$109,857.00	Actual	\$120,892.35	

Yellow = Qty down from estimate
 Red = Qty up from estimate

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Actual Quantity	Switlick & Sons Inc.		Final Change Order		
							Unit Price	Extension	Actual Quantity	Actual Price	Actual Unit
Birch Street Sewer Replacement							\$376,646.00				
	1B		1 Mobilization & Project Administration	LS	1		\$10,000.00	\$10,000.00	1	\$10,000.00	\$10,000.00
	2B		2 Asphalt Pulverizing	SY	2420		\$2.00	\$4,840.00	2420	\$2.00	\$4,840.00
	3B		3 Salvaged Asphaltic Base Material	CY	270		\$5.00	\$1,350.00	270	\$5.00	\$1,350.00
	4B		4 Unclassified Excavation	CY	2600		\$8.00	\$20,800.00	2600	\$8.00	\$20,800.00
	5B		5 Unclassified Excavation-Above base bid	CY	500		\$8.00	\$4,000.00	0	\$8.00	\$0.00
	6B		6 Sawing Pavement	LF	140		\$2.00	\$280.00	349	\$2.00	\$698.00
	7B		7 Subbase -3" B.A.D.	TON	1800		\$16.00	\$28,800.00	1801.5	\$16.00	\$28,824.00
	8B		8 Base - 1 1/4" B.A.D.	TON	1400		\$16.00	\$22,400.00	1722.44	\$16.00	\$27,559.04
	9B		9 8" PVC SDR 35 Sanitary Sewer	LF	626		\$52.00	\$32,552.00	623	\$52.00	\$32,396.00
	10B		10 Sanitary Sewer Bedding Material	LF	626		\$10.00	\$6,260.00	623	\$10.00	\$6,230.00
	11B		11 48" Diameter Precast Sanitary MHs	EA	2		\$4,800.00	\$9,600.00	2	\$4,800.00	\$9,600.00
	12B		12 Televising Finished Sanitary Sewer	LF	626		\$3.00	\$1,878.00	623	\$3.00	\$1,869.00
	13B		13 Geotextile Fabric (17.5' & 12.5') - Mirafi 600x	SY	2850		\$2.00	\$5,700.00	2997	\$2.00	\$5,994.00
	14B		14 Asphalt Paving	TON	500		\$126.00	\$63,000.00	667.5	\$126.00	\$84,105.00
	15B		15 Asphalt Patching	TON	100		\$170.00	\$17,000.00	0	\$170.00	\$0.00
	16B		16 4" Concrete Sidewalk	SF	5250		\$8.00	\$42,000.00	6121	\$8.00	\$48,968.00
	17B		17 Detectable Warning Fields	EA	4		\$600.00	\$2,400.00	3	\$600.00	\$1,800.00
	18B		18 6" Concrete Drive Way/Approach	SF	400		\$10.00	\$4,000.00	996	\$10.00	\$9,960.00
	19B		19 Base for Sidewalks (3/4" B.A.D.)	TON	272		\$20.00	\$5,440.00	272	\$20.00	\$5,440.00
	20B		20 30" Type D Curb & Gutter	LF	1450		\$22.00	\$31,900.00	1443	\$22.00	\$31,746.00
	21B		21 Imported Topsoil (Delivered & Placed)	TON	200		\$20.00	\$4,000.00	180	\$20.00	\$3,600.00
	22B		22 Turf Restoration	SY	800		\$4.00	\$3,200.00	826	\$4.00	\$3,304.00
	23B		23 Street Sweeping	DAY	20		\$1.00	\$20.00	5	\$1.00	\$5.00
	24B		24 Inlet Protection	EA	5		\$70.00	\$350.00	6	\$70.00	\$420.00
	25B		25 Silt Fence (Installed and Maintained)	LF	100		\$1.00	\$100.00	0	\$1.00	\$0.00
	26B		26 4" Perforated Drain Tile	LF	1050		\$7.00	\$7,350.00	1406	\$7.00	\$9,842.00
	27B		27 Traffic Control	LS	1		\$3,000.00	\$3,000.00	1	\$3,000.00	\$3,000.00
	28B		28 Connect to Existing Storm MH	EA	1		\$1,300.00	\$1,300.00	3	\$1,300.00	\$3,900.00
	29B		29 12" RCP Storm Sewer	LF	429		\$60.00	\$25,740.00	456	\$60.00	\$27,360.00
	30B		30 Inlet (2' x 3' Casting & Grate)	EA	5		\$3,000.00	\$15,000.00	5	\$3,000.00	\$15,000.00
	31B		31 48" Storm Sewer Manhole	EA	2		\$3,500.00	\$7,000.00	2	\$3,500.00	\$7,000.00
	32B		32 Storm Sewer Bedding Material	LF	429		\$10.00	\$4,290.00	514	\$10.00	\$5,140.00
	33B		33 Sign Replacement	EA	6		\$100.00	\$600.00	6	\$100.00	\$600.00
							Switlick & Sons Inc.		Switlick & Sons Inc.		
							Estimate	\$386,150.00	Actual	\$411,350.04	

Yellow = Qty down from estimate
 Red = Qty up from estimate



CHANGE ORDER

Project: 2024 Street & Utility Improvements
Edgar, Wisconsin

Change Order No: 1

Date: September 6, 2024

Owner: Village of Edgar

Project No: 23-1909.00

To (Contractor): Switlick & Sons, Inc
1208 Mount View Ln
Athens, WI 54411

Contract For: Street & Utility

Contract Date: 03/12/2024

You are directed to make the following changes in the Contract Documents:

Description: Reconciliatory change order for final quantities on the project for items 4, 6, 8, 9, 11, 14, 16, 20, 21, 22, 24, 26-29, 31, 33, 35, 36, 39-42, 45-51, and 55-57 = \$12,680.00
- Other Change Order Items: Remove & Replace Hydrant (\$8,500), Watermain Insulation (\$884), Inlet 506 Field Modification, Riprap & Fabric at culvert crossing (\$900) = \$12,784.00

Attachments: Pay Request #3

CHANGE IN CONTRACT PRICE (SUM)	CHANGE IN CONTRACT TIME(S)
Original Contract Price (Sum) <u>\$704,383.50</u>	Original Contract Time(s) Substantial Completion: <u>August 25, 2024</u> Ready for final payment: _____ days or dates
Net changes from previous Change Orders No. <u>0</u> to No. <u>0</u> <u>\$0.00</u>	Net changes from previous Change Orders No. <u>0</u> to No. <u>0</u> Substantial Completion: <u>0 days</u> Ready for final payment: <u>N/A</u> days or dates
Contract Price (Sum) prior to this Change Order <u>\$704,383.50</u>	Contract Time(s) prior to this Change Order Substantial Completion: <u>August 25, 2024</u> Ready for final payment: <u>N/A</u> days or dates
Net increase (decrease) of this Change Order <u>\$25,464.00</u>	Net increase (decrease) of this Change Order Substantial Completion: <u>0 days</u> Ready for final payment: <u>N/A</u> days or dates
Contract Price (Sum) with all approved Change Orders <u>\$7729,847.50</u>	Contract Time(s) with all approved Change Orders Substantial Completion: <u>August 25, 2024</u> Ready for final payment: <u>N/A</u> days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

Ayres

Village of Edgar

Switlick & Sons

Architect/Engineer

Owner

Contractor

By: [Signature]
(Authorized Signature and Title)

By: _____
(Authorized Signature and Title)

By: [Signature]
(Authorized Signature and Title)

Date: 09/09/2024

Date: _____

Date: September 26, 2024

Copy to: Owner Contractor A/E Proj. Mgr. A/E Field Rep. _____

**UNIT PRICE
APPLICATION FOR PAYMENT**



Project:	2024 Street and Utility Improvements	Project No:	23-1909.00
Owner:	Edgar, Wisconsin	Contract For:	Street & Utilities
Contractor:	Switlick & Sons Inc.	Contract Date:	May 12, 2024
Application No:	3 - FINAL	Period Beginning:	July 29, 2024
Application Date:	August 26, 2024	Period Ending:	August 23, 2024


Change Order Summary		Dollars		Time	
		Additions	Deductions	Add/Deduct (Days)	Original Completion Date:
Total Change Orders Approved in Previous Months By Owner					
Change Orders This Period		\$12,784.00			
Number	Approved (Date)				
1					New Completion Date:
Net Change		\$12,784.00		0	

Original Contract Price (Sum)	\$704,383.50
Net Change by Change Orders	\$12,784.00
Net Change by Change in Final Quantities	\$0.00
Contract Price (Sum) to Date	\$717,167.50

Total Completed Amount to Date (Col. J on Continuation Sheet)	\$729,847.50
Material Suitably Stored Not Incorporated Into Work (Col. K on Continuation Sheet)	
Total Completed and Stored to Date (Col. L on Continuation Sheet)	\$729,847.50
Less % Retainage	\$0.00
Amount Due Less Retainage	\$729,847.50
Less Previous Payments	\$662,557.35
Amount Due This Application	\$67,290.15

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials, and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such lien, security interest, or encumbrance); and (3) All Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Contractor
 (Authorized Signature and Title)
 Date: September 26, 2024

RECOMMENDED:	APPROVED:
Architect/Engineer	Owner
By: _____	By: _____
(Authorized Signature and Title)	(Authorized Signature and Title)
Date: _____	Date: _____

Make Payment to:

CONTINUATION SHEET (FOR UNIT PRICE APPLICATION FOR PAYMENT)

Project: 2024 Street and Utility Improvements
 Project No: 23-1909.00
 Contract For: Street & Utilities
 Contract Date: May 12, 2024

Application No: 3
 Application Date: August 26, 2024
 Period Beginning: July 29, 2024
 Period Ending: August 23/2024

Item No.	Description of Work	Unit	Approx. Quantity	Unit Price	Total Price	Completed Quantity			Completed Amount	Stored Material*	Completed & Stored To Date (L) = (J + K)
						Previous Period (G)	This Period (H)	Total to Date (I)			
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
1	Mobilization	L.S.	1	15,000.00	15,000.00	0.95	0.05	1	15,000.00		15,000.00
2	Remove Existing Hydrant	Each	2	500.00	1,000.00	2	0	2	1,000.00		1,000.00
3	Salvage and Reinstall Hydrant	Each	1	2,000.00	2,000.00	1	0	1	2,000.00		2,000.00
4	6" Water Main PVC	L.F.	1406	53.00	74,518.00	1393	0	1393	73,829.00		73,829.00
5	6" Valve and Box	Each	8	3,000.00	24,000.00	8	0	8	24,000.00		24,000.00
6	Hydrant	Each	2	6,000.00	12,000.00	3	-1	2	12,000.00		12,000.00
7	Connect to Existing Water Main	Each	3	900.00	2,700.00	4	-1	3	2,700.00		2,700.00
8	1" Water Service	L.F.	400	43.00	17,200.00	341	0	341	14,663.00		14,663.00
9	2" Water Service	L.F.	40	53.00	2,120.00	0	0	0	0.00		0.00
10	1" Corp Stop, Curb Stop, and Box	Each	13	650.00	8,450.00	13	0	13	8,450.00		8,450.00
11	2" Corp Stop, Curb Stop, and Box	Each	1	1,100.00	1,100.00	0	0	0	0.00		0.00
12	Temporary Water Service	L.S.	1	13,000.00	13,000.00	1	0	1	13,000.00		13,000.00
13	Adjust Existing Casting	Each	1	400.00	400.00	1	0	1	400.00		400.00
14	8" Sanitary Sewer PVC	L.F.	1307	53.00	69,271.00	1270	0	1270	67,310.00		67,310.00
15	Connect to Existing Sanitary Sewer	Each	2	500.00	1,000.00	2	0	2	1,000.00		1,000.00
16	Sanitary Manhole 4 Ft	V.F.	44.9	375.00	16,837.50	44.5	0	44.5	16,687.50		16,687.50
17	Casting Type J-S	Each	5	750.00	3,750.00	5	0	5	3,750.00		3,750.00
18	Chimney Seal	Each	5	400.00	2,000.00	5	0	5	2,000.00		2,000.00
19	4" Wye	Each	14	100.00	1,400.00	14	0	14	1,400.00		1,400.00
20	6" Wye	Each	1	150.00	150.00	0	0	0	0.00		0.00
21	4" Sanitary Lateral PVC	L.F.	384	43.00	16,512.00	391	0	391	16,813.00		16,813.00
22	6" Sanitary Lateral PVC	L.F.	21	47.00	987.00	0	0	0	0.00		0.00
23	Tracer Wire Access Box	Each	1	150.00	150.00	1	0	1	150.00		150.00
24	Sanitary Sewer Televising	L.F.	1307	5.00	6,535.00	1322.7	0	1322.7	6,613.50		6,613.50
25	Remove Existing Inlet	Each	1	700.00	700.00	1	0	1	700.00		700.00
26	12" Storm Sewer PE	L.F.	169	47.00	7,943.00	165	0	165	7,755.00		7,755.00
27	15" Storm Sewer PE	L.F.	599	51.00	30,549.00	596	0	596	30,396.00		30,396.00
28	18" Storm Sewer PE	L.F.	10	65.00	650.00	9	0	9	585.00		585.00

* If applicable, attach receipts or other proof of ownership or title to stored products

CONTINUATION SHEET (FOR UNIT PRICE APPLICATION FOR PAYMENT)

29	24" Storm Sewer PE	L.F.	57	70.00	3,990.00	60	0	60	4,200.00	4,200.00	
30	6" Underdrain Pipe	L.F.	2538	9.00	22,842.00	2538	0	2538	22,842.00	22,842.00	
31	6" Yard Drain Pipe	L.F.	588	13.00	7,644.00	607	0	607	7,891.00	7,891.00	
32	Connect to Existing Storm Sewer	Each	4	800.00	3,200.00	4	0	4	3,200.00	3,200.00	
33	Yard Drain	Each	12	400.00	4,800.00	8	0	8	3,200.00	3,200.00	
34	24" Apron Endwall Steel	Each	1	900.00	900.00	1	0	1	900.00	900.00	
35	Storm Manhole 4 Ft	V.F.	3.1	400.00	1,240.00	2.5	0	2.5	1,000.00	1,000.00	
36	Inlet 2-Ft	V.F.	48.3	550.00	26,565.00	49.1	0	49.1	27,005.00	27,005.00	
37	Casting Type C	Each	1	800.00	800.00	1	0	1	800.00	800.00	
38	Casting Type H	Each	12	700.00	8,400.00	12	0	12	8,400.00	8,400.00	
39	Silt Fence	L.F.	380	1.00	380.00	299	0	299	299.00	299.00	
40	Culvert Pipe Ditch Check	Each	1	30.00	30.00	0	0	0	0.00	0.00	
41	Inlet Protection	Each	13	40.00	520.00	22	0	22	880.00	880.00	
42	Trackout Control	L.S.	1	200.00	200.00	0	0	0	0.00	0.00	
43	Remove Existing Asphalt	S.Y.	5000	1.00	5,000.00	5000	0	5000	5,000.00	5,000.00	
44	Remove Existing Concrete	S.Y.	210	5.00	1,050.00	210	0	210	1,050.00	1,050.00	
45	Remove Existing Curb and Gutter	L.F.	2490	1.00	2,490.00	2570	0	2570	2,570.00	2,570.00	
46	Pavement Saw Cutting	L.F.	270	4.00	1,080.00	285	0	285	1,140.00	1,140.00	
47	Roadway Earthwork	C.Y.	5100	9.00	45,900.00	6160	0	6160	55,440.00	55,440.00	
48	Rock Excavation	C.Y.	110	1.00	110.00	54	0	54	54.00	54.00	
49	Geotextile Stabilization Fabric	S.Y.	5820	2.50	14,550.00	6591	0	6591	16,477.50	16,477.50	
50	Breaker Run	C.Y.	1940	18.00	34,920.00	2242	0	2242	40,356.00	40,356.00	
51	Salvaged Asphaltic Pavement Base C	C.Y.	1410	5.00	7,050.00	2389	0	2389	11,945.00	11,945.00	
52	1.5" Asphaltic Concrete Binder Paving	S.Y.	4980	9.00	44,820.00	4980	0	4980	44,820.00	44,820.00	
53	1.5" Asphaltic Concrete Surface Paving	S.Y.	4980	9.00	44,820.00	0	4980	4980	44,820.00	44,820.00	
54	2" Asphaltic Concrete Driveway Paving	S.Y.	95	19.00	1,805.00	0	95	95	1,805.00	1,805.00	
55	24" Concrete Curb and Gutter	L.F.	2490	19.00	47,310.00	2570	0	2570	48,830.00	48,830.00	
56	30" Concrete Gutter	L.F.	47	45.00	2,115.00	0	0	0	0.00	0.00	
57	Concrete Driveway Paving	S.F.	2270	9.00	20,430.00	2950	-457	2493	22,437.00	22,437.00	
58	Turf Replacement	L.S.	1	17,000.00	17,000.00	1	0	1	17,000.00	17,000.00	
59	Temporary Funding Sign	Each	1	500.00	0.00	1	0	1	500.00	500.00	
Subtotal or Total					703,883.50				717,063.50	0.00	717,063.50
CO1	2" Styrofoam	Each	17	52.00	884.00		17	17	884.00		884.00
CO1	Remove & Replace Hydrant	Each	1	8,500.00	8,500.00		1	1	8,500.00		8,500.00
CO1	Revise Inlet 506	L.S.	1	2,500.00	2,500.00		1	1	2,500.00		2,500.00
CO1	Rip Rap/Filter Fab	CY	12	75.00	900.00		12	12	900.00		900.00
Subtotal or Total					716,668				729,847.50		729,847.50

* If applicable, attach receipts or other proof of ownership or title to stored products

NORTH AMERICAN WETLANDS CONSERVATION ACT PROPOSAL SUMMARY
Scotch Creek Wetlands Enhancement, Wisconsin

COUNTY(IES), STATE(S), CONGRESSIONAL DISTRICT(S): Marathon County, Wisconsin, WI-7
 JOINT VENTURE(S): Upper Mississippi/Great Lakes
 BIRD CONSERVATION REGION(S): 23 – Prairie Hardwood Transition

GRANT AMOUNT		\$249,255.14
Allocation: Village of Edgar	\$249,255.14	
 MATCHING PARTNERS		 \$336,093.46
Grantee/Partner: Village of Edgar	\$87,809.51	
Gordon Krall	\$217,083.95	
Edgar Volunteer Fire Department	\$31,200	
 GRANT AND MATCH - ACTIVITIES, COSTS, AND ACRES		 \$585,348.60/9.14 acres
Enhanced	\$585,348.60/9.14 acres	

PROPOSAL PURPOSE AND DESCRIPTION:

The purpose of this project is to significantly enhance palustrine emergent wetland areas in Edgar, Wisconsin to provide critical habitat for bird species. In Wisconsin, many bird species are declining due to habitat loss. This project will enhance a 6.78-acre wetland and its associated 0.36-acre upland (Tract 1) owned by private landowner Gordon Krall, and its adjacent 1.96-acre wetland and its associated 0.04-acre upland (Tract 2) owned by the Village of Edgar. These sites are currently degraded by invasive plants and sediment that impair native plants and water quality. The goal of this project is to improve wildlife habitat by reducing invasive plant competition and promoting a diverse array of native plants. This will significantly enhance the ecological health of these wetland and upland areas, providing improved food and habitat for birds.

To accomplish this goal, the project will achieve the following by the end of the two-year grant period:

1. Objective 1: By the end of Year 1, remove upland sediment (4,500 square feet, 4-foot deep) in Tract 1 and storm-related woody debris in Tracts 1 and 2.
2. Objective 2: In Years 1 and 2, implement plant control measures in Tracts 1 and 2 for Reed Canary Grass, Burdock, Garlic Mustard, Tansy, Hybrid Cattail, Purple Loosestrife, Bell's Honeysuckle, and Box Elder.
3. Objective 3: By the end of Year 2, promote native plant growth and plant and maintain 69 trees and 4,376 shrubs and perennials in Tract 1, and 22 trees and 115 shrubs and perennials in Tract 2.

The Upper Mississippi/Great Lakes Joint Venture (UMGL JV) is involved in this project and has provided insight into this grant proposal, particularly around the project's wildlife benefits. This project will further the implementation of UMGL JV's plan to conserve habitat for wetland-associated waterbird, waterfowl, shorebird, and landbird species to meet their breeding, migration, and wintering needs (UMRGLR JV., 2007). It will also advance the 2020 Wisconsin Waterfowl Habitat Conservation Strategy, which seeks to retain and restore wetland waterfowl habitat and designates the project area as a high-priority conservation zone (Straub et al., 2019). In addition to providing habitat, these wetland areas improve drinking water quality and soil health, offer flood protection, and store carbon. Both sites are open to the public year-round and allow for seasonal, licensed trapping, fishing, hiking, birdwatching, and educational activities.

Include Financial Table here. NOTE: A Word table is given below. If you prefer to use an Excel table, one is available on the NAWCA website. 3-page limit. Remove activity types and costs not associated with the proposal.

PROPOSAL FINANCIAL PLAN TABLE

ACTIVITIES	GRANT \$	MATCHING PARTNERS				TRACT ID	NON-MATCH \$
		ABBREVIATED PARTNER NAME	OLD MATCH \$	NEW MATCH \$	TOTAL GRANT + MATCH \$		
Contracts		GK		\$190,291.85	\$190,291.85	1	
	\$134,502.04	VE			\$134,502.04	1	
	\$51,280.20	VE		\$84,781.31	\$136,061.51	2	
		EVFD		\$20,800	\$20,800	1	
		EVFD		\$10,400	\$10,400	2	
Materials & Equipment		GK	\$8,544	\$9,704.10	\$18,248.10	1	
		GK	\$8,544		\$8,544	2	
	\$49,953.55	VE			\$49,953.55	1	
	\$13,519.35	VE		\$3,028.20	\$16,547.55	2	
I. TOTAL ENHANCED	\$249,255.14		\$17,088	\$319,005.46	\$585,348.60		
L. GRAND TOTAL DIRECT (Sum of G and H, I, J, K)	\$249,255.14		\$17,088	\$319,005.46	\$585,348.60		
M. TOTAL INDIRECT	\$0		\$0	\$0	\$0		\$0
GRAND TOTAL (Sum of L and M)	\$249,255.14		\$17,088	\$319,005.46	\$585,348.60		\$0

PARTNER INFORMATION	GRANT \$	MATCHING PARTNERS				TRACT ID	NON-MATCH \$
		ABBREVIATED PARTNER NAME	OLD MATCH \$	NEW MATCH \$	TOTAL GRANT + MATCH \$		
Partner 1 Village of Edgar	\$249,255.14	VE		\$87,809.51	\$337,064.65	1,2	
Partner 2 Gordon Krall		GK	\$17,088	\$199,995.95	\$217,083.95	1,2	
Partner 3 Edgar Volunteer Fire Department		EVFD		\$31,200	\$31,200	1,2	
GRAND TOTAL	\$249,255.14		\$17,088	\$319,005.46	\$585,348.60		\$0

Explain any abbreviations in the Financial Plan Table here. Village of Edgar is abbreviated as VE. Gordon Krall is abbreviated as GK. Edgar Volunteer Fire Department is EVFD.

Tract 1 Budget Breakdown:

Contracts (\$134,502.04 grant request + \$211,091.85 new match + \$0 old match = \$345,593.89 total):

- Prescribed burns: New match in-kind by EVFD, \$10,400 value per year x 2 years = \$20,800 value
- Excavate upland sediment (4,500 square foot, 4-foot depth): New match by GK, \$6,780
- Baseline bird survey (spring/fall migration and breeding surveys with summary of findings): New match by GK, \$8,354.44 in Year 1 + \$8,551.57 in Year 2= \$16,906.01

- Reed Canary control (clethodim application), Hybrid Cattail control (broad spectrum herbicide application), Garlic mustard control (spring Triclopyr 3 application), upland area planting prep (3 glyphosate applications on 6,172 square feet) in Year 1: Grant request, \$33,500.12
- Reed Canary control (clethodim application), Hybrid Cattail control (broad spectrum herbicide application), Garlic mustard control (spring Triclopyr 3 application) in Year 2: Grant request, \$41,929.92
- Mark trees and shrubs to be left uncut: New match by GK, \$960
- Remove storm-damaged trees and shrubs and control Box Elder and Bell's Honeysuckle with cutting and Triclopyr 4: New match by GK, \$60,000
- Triclopyr application to cut stumps: New match by GK, \$4,800
- Flag planting locations: New match by GK, \$960 per year x 2 years = \$1,920
- Plant install labor, corrugated tree guard installation, tree watering bag and ooze tube installation, and one fill: New match by GK, \$35,619
- Upland area mulch installation (2-inch depth, 6,172 square feet, 40 yards): New match by GK, \$9,821.04
- Replacement plant install labor: New match by GK, \$5,745
- Vegetation surveys and site evaluations to monitor the existing wetland, new plantings, and provide recommendations for management: New match by GK, \$4,800
- Pre-emergent installation for upland plantings: New match by GK, \$681.60
- Upland area watering, weekly if necessary during the growing season: New match by GK, \$20,448
- Upland area weed maintenance: New match by GK, \$21,811.20
- Tree watering bag and ooze tube fill, bi-weekly if necessary during the growing season, 347 (15-20 fills pending natural rainfall amount/frequency): Grant request, \$59,072

Materials and Equipment (\$49,953.55 grant request + \$9,704.10 new match + \$8,544 old match = \$68,201.65 total):

- Triclopyr and basal oil blue: New match by GK, \$825
- (60) corrugated tree guards: New match by GK, \$495
- Supply and delivery of (60) 15-gallon tree watering bags: New match by GK, \$1,584
- Supply and delivery of (287) ooze tubes, New match by GK, \$6,629.70
- Supply and delivery of 16 American Wild Plums, 7 Bitternut Hickories, 98 Black Chokeberries, 46 Buttonbushes, 32 Elderberries, 960 Lake Sedges, 45 Meadowsweets, 10 Red Maples, 125 Redosier Dogwoods, 22 River Birches, 3 Silver Maples, 30 Steeplebushes, 11 Swamp White Oaks, and 3,040 Wild Strawberries: Grant request, \$42,808.55
- Replacement plant supply and delivery: Grant request, \$7,145
- Pre-emergent supply and delivery of 3.5 pounds per 1,000 square feet for 6,172 square feet of upland: New match by GK, \$170.40
- Use of tractor purchased in February 2024 at 80 percent use for this project, including 40 percent use in Tract 1 (40 percent of purchase price of \$17,800, shipping cost \$1,560, maintenance, prep, and repair cost of \$2,000): Old match in-kind by GK, \$8,544 value

Total Tract 1 (\$184,455.59 grant request + \$220,795.95 new match + \$8,544 old match = \$413,795.54)

Tract 2 Budget Breakdown:

Contracts (\$51,280.20 grant request + \$95,181.31 new match + \$0 old match = \$146,461.51 total):

- General permit to enhance the wetland: New match by VE, \$3,000
- Prescribed burns: New match in-kind by EVFD, \$5,200 value per year x 2 years = \$10,400 value
- Baseline bird survey (spring/fall migration and breeding surveys with summary of findings): New match by VE, \$3,906.60 in Year 1 + \$4,136.40 in Year 2 = \$8,043

- Reed Canary control (clethodim application), Hybrid Cattail control (broad spectrum herbicide application), Garlic mustard control (spring Triclopyr 3 application), upland area planting prep (3 glyphosate applications on 1,851 square feet) in Year 1: New match by VE, \$16,750.12
- Reed Canary control (clethodim application), Hybrid Cattail control (broad spectrum herbicide application), Garlic mustard control (spring Triclopyr 3 application) in Year 2: Grant request, \$20,965.80
- Mark trees and shrubs to be left uncut: New match by VE, \$960
- Remove storm-damaged trees and shrubs and control Box Elder and Bell's Honeysuckle with cutting and stump treatment with Triclopyr 4: New match by VE, \$24,000
- Triclopyr application to cut stumps: New match by VE, \$1,920
- Flag planting locations: New match by VE, \$960 per year x 2 years, \$1,920
- Plant install labor, corrugated tree guard installation, tree watering bag and ooze tube installation, and one fill: Grant request, \$11,400
- Upland area mulch installation (2-inch depth, 1,851 square feet, 12 yards): New match by VE, \$4,910.83
- Replacement plant install labor: New match by VE, \$1,710
- Vegetation surveys and site evaluations to monitor the existing wetland, new plantings, and provide recommendations for management: New match by VE, \$4,800
- Pre-emergent installation: Grant request, \$681.60
- Upland area watering, weekly if necessary during the growing season: New match by VE, \$10,224
- Upland area weed maintenance: New match by VE, \$6,543.36
- Tree watering bag and ooze tube fill, bi-weekly if necessary during the growing season, 107 (15-20 fills pending natural rainfall amount/frequency): Grant request, \$18,232.80

Materials and Equipment (\$13,519.35 grant request + \$3,028.20 new match + \$8,544 old match = \$25,091.55 total):

- Triclopyr and basal oil blue: New match by VE, \$825
- (19) corrugated tree guards: Grant request, \$156.75
- Supply and delivery of (19) 15-gallon tree watering bags: Grant request, \$501.60
- Supply and delivery of (88) ooze tubes: New match, \$2,032.80
- Supply and delivery of 5 American Wild Plums, 2 Bitternut Hickories, 30 Black Chokeberries, 14 Buttonbushes, 10 Elderberries, 14 Meadowsweets, 3 Red Maples, 38 Redosier Dogwoods, 7 River Birches, 1 Silver Maple, 9 Steeplebushes, 4 Swamp White Oaks: Grant request, \$10,717.50
- Replacement plant supply and delivery: Grant request, \$2,143.50
- Supply and delivery of pre-emergent, 3.5 pounds per 1,000 square feet for 1,851 square feet of upland: New match by VE, \$170.40
- Use of tractor purchased in February 2024 at 80 percent use for this project, including 40 percent use in Tract 2 (40 percent of purchase price of \$17,800, shipping cost \$1,560, maintenance, prep, and repair cost of \$2,000): Old match in-kind by GK, \$8,544 value

Total Tract 2: (\$64,799.55 grant request + \$98,209.51 new match + \$8,544 old match = \$171,553.06)

NAWCA SMALL GRANT PARTNER CONTRIBUTION STATEMENT

What is the title of the proposal that you are contributing to? Scotch Creek Wetlands Enhancement

What is the name of your organization (private landowners/individuals indicate “Private”)? Village of Edgar

When will you make the contribution? Village of Edgar will make the new match contribution during the two-year grant period as funds are needed.

What is the value of your contribution and how did you determine the value? Does the contribution have a non-Federal origin? If this is based on a fund-raising event or other future action, if that future action fails, will you still provide the contribution amount? The value of the contribution is \$87,809.51 in cash for the new match. This is based off of various quotes for the project. This contribution has a non-Federal origin and is not based on a fund-raising event or other future action. Village of Edgar is committed to providing this contribution.

What long-term migratory bird and wetlands conservation work will the contribution cover? This contribution will support long-term migratory bird and wetland conservation efforts by enhancing two adjacent palustrine emergent wetland areas, totaling 9.14 acres. These enhancements will improve habitat for migratory bird species.

Does the proposal correctly describe your contribution, especially the amount? The proposal correctly describes the contribution and the amount of the contribution.

If applicable to the proposal, is your organization competent to hold title to, and manage, land acquired with grant funds and are you willing to apply a Notice of Grant Agreement or other recordable document to the property? This is not applicable.

Please confirm that your contribution has not been used to meet any other federal programs match or cost share requirements. This contribution has not been used to meet any other federal programs' match or cost share requirements.

Will the project benefit tribal hunting and fishing treaty rights and if so, how? This project will not benefit tribal hunting and fishing treaty rights.

Do you have any additional comments? Village of Edgar is happy to support this project to provide much-needed enhancements to these wetland areas.

Signature:

Name (printed), Title, and Affiliation: Terry Lepak, Village President, Village of Edgar

Date Signed:

FY2025 SMALL GRANTS PROPOSAL APPLICATION

PROJECT OFFICER'S PAGE

What is the proposal title? Scotch Creek Wetlands Enhancement

What is the date you are submitting the proposal? October 8, 2024

Project Officer Information:

1. Name: Jennifer Lopez
2. Organization: Village of Edgar
3. Project Officer's Work Address: 224 S 3rd Avenue, Edgar, WI 54426-9281
4. Telephone number: Work: 715-352-8205; Cell: 715-615-2961
5. Email address: jennifer.lopez@edgarwi.gov
6. Additional contacts: Village President, Terry Lepak; t.lepak@edgarwi.gov; 715-571-6578

Will any of the NAWCA funds requested as part of this proposal be received or spent by the U.S. Fish and Wildlife Service or another Federal agency? *No*

If yes, which agency(ies) will receive these funds and what is the fund amount:

Agency N/A Amount N/A

Is Federal non-match involved in your proposal? *No*

DBHC will need to ensure the Federal program approves of NAWCA claiming an interest in the total achievements. The proposal MUST clearly identify why these acres are non-federal. Non-match cannot be claimed for a portion of the acres. Please provide contact information for the Federal non-match program in order to confirm that the two Federal programs are compatible to pool costs and achievements. See the U.S. Eligibility Criteria and Processes document for further information regarding pooling of non-federal funds.

Does this proposal include acquisition activities that will add to the National Wildlife Refuge System (NWRS)? *No*

If yes, please indicate which NWRS program the acquisition(s) will be added to: National Wildlife Refuge (NWR) and which one(s), Waterfowl Production Area (WPA) and which one(s), or Small Wetland Acquisition Program (SWAP).

Will any portion of any tract or activities associated with any tract be used to satisfy wetland or habitat mitigation requirements under Clean Water Act, Rivers and Harbors Act, Fish and Wildlife Coordination Act, Water Resources Development Act, ecological service credits or other related statutes now or in the future? *No*

If yes, please highlight and provide details in the appropriate financial plan narrative/work plan section.

Have you confirmed that all partners, key personnel, and contractors are eligible to participate in Federal grants? *Yes*

Briefly describe qualifications and experience of key personnel (1-2 sentences per individual) who will be providing project implementation assistance (e.g., financial officer, project officer, key field staff, etc.):

The Project Officer, Jennifer Lopez, has been Village Administrator for Edgar for 6 years and previously was a Clerk/Treasurer for a municipality for 18 years.

A key field staff member is Jennifer Baker, the Founder and President of Sparrow Landscaping, which specializes in sustainable landscape design and native community restoration and created the land plans

for this project. Previously, Jennifer was a top sales professional and designer at Prairie Nursery and holds a Master of Science in Wildlife Ecology at the University of Wisconsin-Madison.

Another key field staff member is Kristi Sherfinski, who is certified as an Assured Wetland Delineator with the Wisconsin Department of Natural Resources and has over 20 years of experience delineating wetlands in the Great Lakes Region. Kristi has worked with wetlands at JFNew & Associates, Southeastern Wisconsin Regional Planning Commission, and JSD Professional Services, Inc., and now runs her own business, LANDC02.

Please verify that you understand that as a condition of receiving NAWCA funds you will be required to maintain the match to grant ratio as outlined within your selected proposal and detailed within your award. *Yes, I understand*

To ensure that the proposal complies with available guidelines and that partners are aware of their responsibilities, the Project Officer certifies to the following statement: I have read the FY2025 Small Grant proposal instructions, eligibility information, and applicable U.S. grant administration policies and informed partners or partners have read the material themselves. To the best of my knowledge, this proposal is eligible and complies with all NAWCA, North American Wetlands Conservation Council, and Federal grant guidelines and the information submitted herein is true and correct. The work in this proposal consists of allowable and eligible work and costs associated with long-term wetlands and migratory bird habitat conservation.

Sign & date

Audit reports. If the applicant organization expended more than \$750,000 of federal funds during the last calendar year, please include a copy of your most recent of SF-FAC that was submitted to the Federal Audit Clearinghouse. If your organization did not expend more than \$750,000 of federal funds last year, please certify that the Single Audit (formerly A-133) was not required.

The Village of Edgar expended more than \$750,000 of federal funds during the last calendar year and has attached the most recent copy of SF-FAC that was submitted to the Federal Audit Clearinghouse.

Required Overlap/Duplication Statement: Applicants must provide a statement that addresses whether there is any overlap between the proposed project and any other active or anticipated projects in terms of activities, costs, or time commitment of key personnel. If any overlap exists, applicants must provide a description of the overlap in their application. Applicants must also state if the proposal submitted for consideration under the program is/is not in any way duplicative of any proposal that was/will be submitted for funding consideration to any other potential funding source (Federal or non-Federal). If such a circumstance exists, applicants must detail when the other duplicative proposal(s) were submitted, to whom (entity name and program), and when funding decisions are expected to be announced. If at any time a proposal is awarded funds that would be duplicative of the funding requested from the Service, applicants must notify the Service point of contact for this funding opportunity immediately.

There is no overlap between the proposed project and other active or anticipated projects in terms of activities, costs, or time commitment of key personnel. The proposal submitted for consideration under the program is not in any way duplicative of any proposal that was or will be submitted for Federal or non-Federal funding consideration to any other potential funding source.

The Village of Edgar has pending and planned grant applications which are related to their overall wetland enhancement plan in Edgar over the next two to four years, but these do not overlap with or duplicate the proposed project. The Village of Edgar is following Department of Natural Resources

(DNR) guidance and tackling the impairments to the wetland and watershed associated with Scotch Creek and Omar Creek. The Village of Edgar has a pending application to the Wisconsin DNR Surface Water Grant Program for the creation of a Comprehensive Management Plan. In Quarter 2 of 2025, the Village of Edgar plans to request funding from other sources for necessary permitting identified in the Comprehensive Management Plan. Upon the completion and acceptance by the DNR of the Comprehensive Management Plan, the Village of Edgar plans to submit another funding request to the DNR and other funding sources in September 2025 to implement the plan. Implementation will likely take place for Scotch Creek and Omar Creek starting in Quarter 1 of 2026 through 2028.

Pre-award Cost Statement: Pre-award costs are defined as costs that were incurred after a Proposal is received by the FWS Program Office and before a Grant Agreement is issued, and therefore they are incurred at the applicant's risk. Please indicate here whether or not pre-award costs are requested. To qualify for pre-award cost reimbursement, recipients must clearly demonstrate that the pre-award activities are necessary and reasonable for accomplishing the overall program objectives. Costs must have otherwise been approved had they occurred within the project period. DBHC will not approve pre-award costs for work performed that did not have written approval to incur those costs or requires compliance documentation. Provide a detailed description of what requested costs will cover for each tract (e.g. permitting, project design, staff time, etc.).

Pre-award costs are not requested.

Do you have any comments about, or suggestions for, the NAWCA program?

The Village of Edgar does not have any comments about, or suggestions for, the NAWCA program.

Document Number

CONSERVATION EASEMENT &
DECLARATION OF COVENANTS

Document Title

Recording Area

Name and Return Address

Weld Riley, S.C.
Attn: Davis Runde
P.O. Box 479
Wausau, WI 54402-0479

121-2804-124-9939

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

Grant of Conservation Easement and Declaration of Covenants

THIS GRANT OF CONSERVATION EASEMENT AND DECLARATION OF COVENANTS (this “Grant”) dated as of this ____ day of October 2024, (the “Easement Date”) is granted by Gordon Krall (the “Grantor”) to the Village of Edgar, Wisconsin (the “Holder”).

Article 1. Background; Grant to Holder

1.1 Property. The undersigned Grantor is the sole owner in fee simple of the Property described in Exhibit A (the “Property”), which is more particularly described as:

SEC 12-28-04 Part of E 1/2 SE 1/4 And Part of BLK 12 Village of Edgar,
County of Marathon, Wisconsin, Lot 3 of Certified Survey Map # 19722
recorded in the Marathon County Register of Deeds as Document #
1893136, with Parcel ID No. 121-2804-124-9939.

1.2 Easement; Covenants.

1.2.1 Easement. By this Grant, the undersigned Grantor grants and conveys to Holder an unconditional and perpetual easement (the “Conservation Easement”) upon the Property for the purpose of advancing the Conservation Objectives described below. The Conservation Easement empowers Holder to block activities, uses, and Improvements inconsistent with the Conservation Objectives. Article 6 more fully describes the rights this Grant vests in Holder.

1.2.2 Grantor Covenants.

- a. By this Grant, the undersigned Grantor, in furtherance of the Conservation Objectives, establishes covenants binding upon Grantors’ interest in the Property, which are set forth in Articles 2 through 5. Article 7 addresses potential violation of these covenants and remedies.
- b. The undersigned Grantor agrees to comply with all requirements, standards and conditions of DNR Permit GP-WC-2024-37-02585 which is attached as Exhibit C and incorporated herein.

1.2.3 Holder Covenants. By this Grant, Holder accepts the Conservation Easement and, in furtherance of the Conservation Objectives, establishes covenants binding upon Holder’s easement interest in the Property, which are set forth in Article 6.

1.3 Easement Plan. Attached as Exhibit B is a survey or other graphic depiction of the Property (the “Easement Plan”) showing, among other details, the location of one or more of the following areas – the Highest Protection Area, the Standard Protection Area, and the Minimal Protection Area.

1.4 Conservation Objectives. The resource-specific and area-specific purposes of the Conservation Easement (collectively, the “Conservation Objectives”) are as follows:

1.4.1 Resource-Specific

- a. **Water Resources.** To maintain and improve the quality of water resources, both surface and groundwater, within, around, and downstream of the Property.
- b. **Biological Resources.** To protect and improve the quality of natural habitat for animals, plants, fungi, and other organisms, particularly Native Species.
- c. **Soil Resources.** To prevent the loss and depletion of soil on the Property.
- d. **Scenic Resources.** To protect scenic views of the Property visible from public rights-of-way and other public access points outside the Property.
- e. **Ecosystem Services.** To absorb within the Property, rainwater that otherwise might

cause erosion and flooding downstream of the Property; to sequester carbon in plants and soil to mitigate rising atmospheric carbon levels; and to support other healthy ecosystem processes.

1.4.2 Area-Specific

- a. **Highest Protection Area.** To protect and enhance the richness of biodiversity and natural habitat.
- b. **Standard Protection Area.** To promote good stewardship of the land so that it will always be able to support open space activities including Sustainable Agriculture or Sustainable Forestry.
- c. **Minimal Protection Area.** To accommodate, subject to moderate constraints, a wide variety of activities, uses, and Improvements, confining them to the Minimal Protection Area where they will not be detrimental to the achievement of other Conservation Objectives.

1.5 Baseline Documentation. As of the Easement Date, the undersigned Grantor and Holder have signed an acknowledgment of the accuracy of the report (the "Baseline Documentation") to be kept on file at the principal office of Holder. The Baseline Documentation **(i)** contains an original, full-size version of the Easement Plan and other information sufficient to identify on the ground the protection areas identified in this Article; **(ii)** describes Existing Improvements; **(iii)** identifies the conservation resources of the Property described in the Conservation Objectives; and **(iv)** includes, among other information, photographs depicting existing conditions of the Property as of the Easement Date.

1.6 Federal Tax Items. The provisions of this section supplement and, to the extent of an inconsistency, supersede provisions set forth elsewhere in this Grant.

1.6.1 Qualified Conservation Contribution. The undersigned Grantor intends this grant of Conservation Easement, a transfer of a partial interest in real estate, to qualify as a qualified conservation contribution (as defined under §170(h)(1) of the Code). If the Conservation Easement is transferred to any Person, that Person must commit to hold it exclusively for conservation purposes as defined in the Regulations.

1.6.2 Conservation Purposes. The undersigned Grantor has granted the Conservation Easement exclusively for conservation purposes (as defined in §1.170A-14(d) of the Regulations). The applicable conservation purposes are described by the Conservation Objectives and supported by the binding covenants established by this Grant. The Baseline Documentation may identify other information supporting the achievement of the conservation purposes.

1.6.3 Mineral Interests. The undersigned Grantor represents that no Person has retained a qualified mineral interest in the Property of a nature that would disqualify the Conservation Easement for purposes of §1.170A-14(g)(4) of the Regulations. From and after the Easement Date, the grant of such an interest is prohibited, and Holder has the right to prohibit the exercise of such a right or interest if granted in violation of this provision.

1.6.4 Notice Required Under Regulations. To the extent required for compliance with §1.170A-14(g)(5)(ii) of the Regulations, and only to the extent such activity is not otherwise subject to review under this Grant, Grantor agrees to notify Holder before exercising reserved rights that may have an adverse impact on the conservation interests associated with the Property.

1.6.5 Extinguishment. In accordance with §1.170A-14(g)(6) of the Regulations, the

undersigned Grantor agrees that **(i)** the grant of the Conservation Easement gives rise to a real estate right, immediately vested in Holder, that entitles Holder to compensation upon extinguishment of the easement; and **(ii)** extinguishment for unexpected changes that make impossible or impractical the continued use of the Property for conservation purposes (as defined in the Regulations) of this Grant can only be accomplished by judicial proceedings. The fair market value of the right is to be determined in accordance with the Regulations, i.e., it is at least equal to the proportionate value that the Conservation Easement as of the Easement Date bears to the value of the Property as of the Easement Date (the "Proportionate Value"). If the Proportionate Value exceeds the compensation otherwise payable to Holder under this Grant or Applicable Law, Holder is entitled to payment of the Proportionate Value. Holder must use funds received on account of the Proportionate Value for conservation purposes (as defined in the Regulations).

1.6.6 Acknowledgment of Donation. Except for such monetary consideration (if any) as is set forth in this article, Holder acknowledges that no goods or services were delivered to the undersigned Grantor in consideration of this Grant.

1.6.7 No Representation of Tax Benefits. The undersigned Grantor represents, warrants, and covenants to Holder that:

- a. The undersigned Grantor has not relied upon information or analyses furnished by Holder with respect to either the availability, amount, or effect of a deduction, credit, or other benefit to Grantor under Applicable Law, or the value of the Conservation Easement or the Property.
- b. The undersigned Grantor has relied solely upon their own judgment and/or professional advice furnished by the appraiser and legal, financial, and accounting professionals engaged by the undersigned Grantor. If a Person providing services in connection with this Grant or the Property was recommended by Holder, the undersigned Grantor acknowledges that Holder is not responsible in any way for the performance of services by these Persons.
- c. This Grant is not conditioned upon the availability or amount of a deduction, credit, or other benefit under Applicable Law.

1.7 Beneficiaries. No Beneficiary is identified in this Grant.

1.8 Consideration. The undersigned Grantor acknowledges receipt, as of the Easement Date, of the sum of \$1.00 in consideration of this Grant.

1.9 Superior to All Liens. The undersigned Grantor warrants to Holder that the Property is, as of the Easement Date, free and clear of Liens or, if it is not, that Grantor has obtained and recorded in the Public Records the legally binding subordination of the Liens affecting the Property as of the Easement Date.

Article 2. Transfer; Subdivision

2.1 Prohibitions. All the following are prohibited except as set forth in the next section:

- 2.1.1 Transfer of Portion of Property.** Transfer of ownership, possession, or use of a portion of the Property, including subsurface portions of the Property, independent of the remainder of the Property.
- 2.1.2 Subdivision.** Change in the boundary of a Lot or other Subdivision of the Property.
- 2.1.3 Transfer of Density.** Use of the open space area protected under this Grant to increase (above limits otherwise permitted under Applicable Law) allowable density or intensity of

development within other portions of the Property or outside the Property.

2.1.4 Transfer of Rights. Transfer of development rights or other rights granted or allocated to the Property in support of development outside the Property.

2.2 Permitted. The following actions are permitted:

2.2.1 Lots Within Property. If the Property contains more than one Lot, Subdivision to (i) merge two or more Lots into one; or (ii) subject to review, reconfigure one or more of the boundaries of such Lots except a boundary of the Property as described in Exhibit A.

2.2.2 Transfer to Qualified Organization. Subject to review and approval by Holder without any obligation to do so, creation and transfer of a Lot to a Qualified Organization for park, nature preserve, public trail, or other conservation purposes.

2.2.3 Transfer of Rights of Possession or Use. Subject to review, transfer of possession or use (but not ownership) of one or more portions of the Property, including subsurface portions of the Property, for purposes permitted under, and subject to compliance with, the terms of this Grant. Leases of space within Improvements are not subject to review.

2.2.4 Commitments Regarding Resource Management Practices. Commitments to implement resource management practices consistent with Conservation Objectives and otherwise permitted under this Grant together with the transfer of rights, credits, or offsets (for example, carbon or nutrient credits) arising from or related to such commitments.

2.3 Requirements

2.3.1 Establishment of Lots; Allocations. Prior to transfer of a Lot following a Subdivision, Grantor must (i) furnish Holder with the plan of Subdivision approved under Applicable Law and legal description of each Lot created or reconfigured by the Subdivision; (ii) mark the boundaries of each Lot with permanent markers; and (iii) allocate in a document recorded in the Public Records those limitations applicable to more than one Lot under this Grant. This information will become part of the Baseline Documentation incorporated into this Grant.

2.3.2 Amendment. Holder may require Grantor to execute an Amendment of this Grant to reflect a change to the description of the Property set forth in Exhibit A or other changes and allocations resulting from Subdivision that are not established to the reasonable satisfaction of Holder by recordation in the Public Records of the plan of Subdivision approved under Applicable Law.

Article 3. Highest Protection Area

3.1 Improvements. Improvements within the Highest Protection Area are prohibited except as permitted below in this article.

3.1.1 Existing Improvements. Existing Improvements may be maintained, repaired, and replaced in their existing locations. Existing Improvements may be expanded or relocated if the expanded or relocated Improvement complies with requirements applicable to Additional Improvements of the same type.

3.1.2 Existing Servitudes. Improvements that Grantor is required to allow because of an Existing Servitude are permitted.

3.1.3 Additional Improvements. The following Additional Improvements are permitted:

- a. Fences, walls, and gates, not to exceed five (5) feet in Height or such greater Height as is approved by Holder after review.
- b. Signs: however, signs other than Regulatory Signs are limited to a maximum of 8 (eight)

square feet per sign and a total of thirty-two (32) square feet for the entire Property.

- c. Habitat enhancement devices such as birdhouses and bat houses.
- d. Trails covered (if at all) by wood chips, gravel, or other highly porous surface.
- e. Subject to review, footbridges, stream crossing structures, stream access structures, elevated wetland boardwalks and incorporated viewing/fishing structures; all HOA ADA compliant and with engineering stamped drawings..
- f. Tree stands and blinds for hunting or nature study. Tree stands and blinds to remain in place for more than a season are subject to review.
- g. Subject to review, Access Drives and Utility Improvements to service Improvements within the Property but only if there is no other reasonably feasible means to provide access and utility services to the Property.
- h. Subject to review, Extraction Improvements but only if located wholly beneath the surface at a depth at which there can be no impairment of water or other resources described in the Conservation Objectives. No Access Drives to construct or service such Improvements are permitted.

3.2 Activities and Uses. Activities and uses within the Highest Protection Area are prohibited except as permitted below in this article and provided in any case that: **(i)** The intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of Conservation Objectives, and **(ii)** No Invasive Species are introduced.

3.2.1 Existing Servitudes. Activities and uses that Grantor is required to allow because of an Existing Servitude are permitted.

3.2.2 Resource Management and Disturbance. The following activities and uses are permitted:

- a. Cutting trees, Construction, or other disturbance of resources to the extent reasonably prudent to remove, mitigate, or warn against an unreasonable risk of harm to Persons or their belongings. Grantor must take such steps as are reasonable under the circumstances to consult with Holder prior to taking actions that, but for this provision, would not be permitted or would be permitted only after review.
- b. Planting, replanting, and maintaining Native Species or, subject to review, planting, replanting, and maintaining other vegetation.
- c. Subject to review, removal of vegetation to accommodate replanting as permitted in this article; subject to review, eliminating Invasive Species to benefit natural habitat and the ecosystem.
- d. Construction of permitted Improvements with prompt restoration of soil and vegetation disturbed by such activity.
- e. Vehicular use in the case of emergency and in connection with activities or uses permitted under this subsection.
- f. Except within Wet Areas, cutting or removing trees, standing or fallen, but only if the aggregate inside bark diameter of stumps (one foot above ground on the uphill side) does not exceed two hundred (200) inches per year.
- g. Subject to review, extraction of natural gas (regardless of source) or oil, and injection or release of water and other substances to facilitate such extraction, but only at subterranean depths at which there can be no impairment of water or other resources described in the Conservation Objectives. No surface activities or uses, including Construction activities, incident to such extraction, injection, or release are permitted.

- h. Application of manure and plant material, both well composted, and, subject to compliance with manufacturer's recommendations, and other substances to promote the health and growth of vegetation. (These permitted substances do not include sludge, biosolids, septic system effluent, and related substances.)
- i. Piling brush and other vegetation to the extent reasonably necessary to accommodate activities or uses permitted within the Highest Protection Area.
- j. In accordance with approved DNR permit and restoration plan, use of pesticides to eradicate and control invasive plants and box elder tree stumps and including pesticides for control of ticks and mosquitoes.
- k. Other activities that Holder, without any obligation to do so, determines are consistent with maintenance or attainment of Conservation Objectives and are conducted in accordance with the Resource Management Plan or other plan approved for that activity after review.

3.2.3 Recreation and Education. Recreational, educational, and scientific research activities are permitted that do not require Improvements other than trails and do not materially and adversely affect maintenance or attainment of Conservation Objectives such as the following: (1) walking, horseback riding on trails, cross-country skiing, bird watching, nature study, fishing, and hunting; and (2) wildlife research consistent with and in furtherance of the Conservation Objectives. Vehicular use is not permitted in connection with the activities permitted under this subsection unless Holder approves the use after review.

Article 4. Standard Protection Area

4.1 Improvements. Improvements within the Standard Protection Area are prohibited except as permitted below in this article.

4.1.1 Permitted Under Preceding Article. Improvements permitted under the preceding Article are permitted in the Standard Protection Area.

4.1.2 Additional Improvements. The following Additional Improvements are permitted:

- a. Agricultural Improvements.
- b. Site Improvements reasonably required for activities and uses permitted within the Standard Protection Area.
- c. Subject to review, Site Improvements servicing other areas of the Property, if not reasonably feasible to install entirely within Minimal Protection Area.
- d. Site Improvements servicing activities, uses, or Improvements not within the Property that Holder, without any obligation to do so, approves after review.
- e. Subject to review, Improvements for generating and transmitting Renewable Energy that Holder, without any obligation to do so, approves after review.

4.1.3 Impervious Coverage Limitations. Total Impervious Coverage, including that of both Existing and Additional Improvements but excluding that of Access Drives and ponds, must not exceed three-thousand (3000) square feet. This limitation is subject to the following supplemental limitations and exceptions:

- a. Impervious Coverage must not exceed five-hundred (500) square feet per roof Improvement.
- b. Subject to review, Holder may adjust Impervious Coverage limits to accommodate specific Agricultural Improvements intended to improve the production of soil grown

crops without damaging soils or harming water quality (for example, well-designed and situated high tunnels).

- c. and ball-and-burlap nursery uses) are permitted only if conducted in accordance with a Resource Management Plan approved by Holder after review that provides for, among other features, a soil replenishment program that will qualify the activity as a Sustainable Agricultural use.
- d. Woodland Areas must not be used for or converted to Agricultural uses unless Holder, without any obligation to do so, approves them after review.

4.1.4 Forestry. Sustainable Forestry is permitted in accordance with a Resource Management Plan approved after review.

4.1.5 Compatible Activities Related to Agriculture or Forestry. The following activities are permitted if supportive of Sustainable Agricultural or Sustainable Forestry and conducted at a low intensity compatible with the Conservation Objectives:

- a. The storage of plant and animal products produced on the Property.
- b. The piling or composting of the residues of plant or animal production occurring on the Property for sale or subsequent Agricultural or Forestry use.
- c. Subject to review, sale of Agricultural or Forestry products produced on the Property.
- d. Subject to review, services that directly support Agricultural production or Forestry.

4.1.6 Other Disturbance of Resources. The following activities and uses are permitted:

- a. Subject to review, removal or impoundment of water for activities and uses permitted within the Property but not for sale or transfer outside the Property.
- b. Removal of vegetation and other Construction reasonably required to accommodate permitted Improvements.
- c. Mowing, planting, and maintenance of lawn, garden, and landscaped areas.
- d. Generation of Renewable Energy and transmission of such energy if and to the extent Improvements for that purpose are permitted under this article.
- e. Subject to review, disposal of sanitary sewage effluent from Improvements permitted within the Property is permitted if not reasonably feasible to confine such disposal to Minimal Protection Area.

4.1.7 Other Activities. Outdoor recreational and other open-space activities are permitted that (1) are limited in time, place and intensity so as not to interfere with Conservation Objectives and (2) do not require motorized vehicles except, subject to review, as ancillary support to the primary activity. Activities that require earth disturbance or that will result in more than a *de minimis* reduction in soil permeability are subject to review.

Article 5. Minimal Protection Area

5.1 Improvements. Improvements within the Minimal Protection Area are prohibited except as permitted below in this article.

5.1.1 Permitted Under Preceding Articles. Improvements permitted under a preceding Article are permitted.

5.1.2 Additional Improvements. The following Additional Improvements are permitted:

- a. Residential Improvements.

- b. Site Improvements servicing activities, uses, or Improvements permitted within the Property.

5.1.3 Limitations on Improvements. Improvements permitted within the Minimal Protection Area are limited as follows:

- a. Not more than one Improvement (whether an Existing Improvement or Additional Improvement) may contain Dwelling Units (if any) permitted under this article.
- b. Limitations on Impervious Coverage and Access Drives set forth for the Standard Protection Area do not apply to the Minimal Protection Area.
- c. Limitations on Height, signs, Utility Improvements, Extraction Improvements, and storage tanks applicable to the Standard Protection Area continue to apply.

5.2 Activities and Uses. Activities and uses within the Minimal Protection Area are prohibited except as permitted below in this article and provided in any case that **(i)** the intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of Conservation Objectives, or **(ii)** no Invasive Species are introduced.

5.2.1 Permitted Under Preceding Articles. Activities and uses permitted under the preceding articles are permitted within the Minimal Protection Area.

5.2.2 Disturbance of Resources. Disturbance of resources within the Minimal Protection Area is permitted for purposes reasonably related to activities or uses permitted within the Minimal Protection Area.

5.2.3 Release and Disposal

- a. Disposal of sanitary sewage effluent from Improvements within the Property is permitted.
- b. Other piling of materials and non-containerized disposal of substances and materials are permitted but only if such disposal is permitted under Applicable Law; does not directly or indirectly create run-off or leaching outside the Minimal Protection Area; and does not otherwise adversely affect Conservation Objectives.

5.2.4 Recreational and Other Uses

- a. Recreational use is permitted but limited to activities that do not otherwise adversely affect Conservation Objectives.
- b. An activity or use not otherwise addressed in this article is permitted if, from vantage points outside the Minimal Protection Area, it is not distinguishable from a permitted Agricultural, Forestry, or residential use; or, if it is, Holder determines, after review, that the activity or use is consistent with the Conservation Objectives.
- c. Maintenance of snowmobile/ATV trails are permitted as deemed necessary for safe operations.

Article 6. Rights and Duties of Holder and Beneficiaries

6.1 Holder Covenants. In support of the Conservation Objectives, Holder declares the following covenants binding upon its easement interest in the Property.

6.1.1 Exercise of Powers. Holder must exercise the powers granted to it by this Grant to block activities, uses, and Improvements of the Property inconsistent with the Conservation Objectives.

6.1.2 Must Be Qualified Organization. Holder must be and always remain a Qualified Organization and must not transfer the Conservation Easement or otherwise assign its

rights or responsibilities under this Grant to a Person other than a Qualified Organization committed to upholding the Conservation Objectives.

6.1.3 Proceeds Used for Conservation Purposes. Holder must use any funds received on account of the release, termination, or extinguishment of the Conservation Easement in whole or in part in furtherance of Holder's conservation purposes.

6.1.4 Forfeiture Remedy. If Holder fails to abide by the covenants of this section, a Beneficiary of the Conservation Easement or the State of Wisconsin may petition a court of competent jurisdiction to order the Conservation Easement transferred to a Qualified Organization ready, willing, and able to abide by such covenants.

6.2 Rights and Duties of Holder. The items set forth below are both rights and duties vested in Holder by this Grant:

6.2.1 Enforcement. To enter the Property to investigate a suspected, alleged, or threatened violation of the covenants and, if found, to enforce the terms of this Grant by exercising Holder's remedies in this Grant.

6.2.2 Inspection. To enter and inspect the Property for compliance with the requirements of this Grant upon reasonable notice, in a reasonable manner, and at reasonable times.

6.2.3 Review. To exercise rights of review in accordance with the requirements of this article.

6.2.4 Interpretation. To interpret the terms of this Grant and, at the request of Grantor, furnish Holder's explanation of the application of such terms to then-existing, proposed, or reasonably foreseeable conditions within the Property.

6.3 Other Rights of Holder. The items set forth below are also rights vested in Holder by this Grant; however, Holder, in its discretion, may or may not exercise them:

6.3.1 Amendment. To enter into an Amendment with Grantor if Holder determines that the Amendment: **(i)** will not impair Holder's power, enforceable in perpetuity, to block activities, uses, and Improvements of the Property inconsistent with the Conservation Objectives; **(ii)** will not result in a private benefit prohibited under the Code; and **(iii)** will be consistent with Holder's policy with respect to Amendment as of the applicable date of reference.

6.3.2 Signs. To install one or more signs within the Property identifying the interest of Holder or Beneficiaries in the Conservation Easement. Such signs do not reduce the number or size of signs permitted to Grantor under this Grant. Signs are to be of the customary size installed by Holder or Beneficiary and must be installed in locations readable from the public right-of-way and otherwise reasonably acceptable to Grantor.

6.3.3 Proceedings. To assert a claim, defend or intervene in, or appeal, any proceeding under Applicable Law that **(i)** pertains to the impairment of Conservation Objectives; or **(ii)** may result in a transfer, Improvement, or use that violates the terms of this Grant.

Article 7. Review

7.1 Review. The following provisions are incorporated into any provision of this Grant that is subject to Review:

7.1.1 Notice to Holder. Before Grantor begins or allows a Subdivision, Improvement, activity, or use that is subject to review, Grantor must **(i)** notify Holder of the proposed change including with the notice such information as is reasonably sufficient to comply with review Requirements and otherwise describe the proposal and its potential impact on the

Conservation Objectives and **(ii)** receive Holder's approval.

7.1.2 Notice to Grantor. Upon receipt of Grantor's notice, Holder must review the proposed change and notify Grantor of Holder's determination to **(i)** accept Grantor's proposal in whole or in part; **(ii)** reject Grantor's proposal in whole or in part; **(iii)** accept Grantor's proposal conditioned upon compliance with conditions imposed by Holder; or **(iv)** reject Grantor's proposal for insufficiency of information on which to base a determination. If Holder gives conditional acceptance under clause (iii), commencement of the proposed Subdivision, Improvement, activity, or use constitutes acceptance by Grantor of all conditions set forth in Holder's notice.

7.1.3 Time for Review. If requested by Grantor, Holder must furnish its estimate of the time required to review the proposed change and use its best efforts and due diligence to notify Grantor of its determination within this period. Otherwise, Holder must make its determination within a reasonable period following receipt of Grantor's notice to Holder.

7.1.4 Standard of Review

- a. The phrase "without any obligation to do so," in relation to an approval or determination by Holder, means that, in that case, Holder's approval is wholly discretionary and may be given or withheld for any reason or no reason.
- b. In all other cases, Holder's approval is not to be unreasonably withheld. It is not unreasonable for Holder to disapprove of a proposal that may adversely affect resources described in the Conservation Objectives or that is otherwise inconsistent with maintenance or attainment of Conservation Objectives.

7.2 Costs and Expenses. Grantor must pay or reimburse, as the case may be, Holder's costs and expenses (including Losses, Litigation Expenses, allocated personnel costs, and reasonably incurred liabilities) in connection with: **(i)** enforcement (including exercise of remedies) under the terms of this Grant; **(ii)** response to requests by Grantor for review, Waiver, or Amendment; and **(iii)** compliance with requests for information, interpretation, or other action pertaining to the Grant if required by Applicable Law.

Article 8. Violation; Remedies

8.1 Violation. If Holder determines that the terms of this Grant are being or have been violated or that a violation is threatened or imminent, then the provisions of this section will apply:

8.1.1 Notice. Holder must notify Grantor of the violation. Holder's notice may include its recommendations of measures to be taken by Grantor to cure the violation and restore features of the Property damaged or altered because of the violation.

8.1.2 Opportunity to Cure. Grantor's cure period expires 30 days after the date of Holder's notice to Grantor subject to extension for the time reasonably necessary to cure but only if all the following conditions are satisfied:

- a. Grantor cease the activity constituting the violation promptly upon receipt of Holder's notice;
- b. Grantor and Holder agree, within the initial 30-day period, upon the measures Grantor will take to cure the violation;
- c. Grantor commences to cure within the initial 30-day period; and
- d. Grantor continues thereafter to use best efforts and due diligence to complete the agreed upon cure.

8.1.3 Imminent Harm. No notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm or alteration to a natural resource or other feature of the Property described in the Conservation Objectives.

8.2 Remedies. Upon expiration of the cure period (if any) described in the preceding section, Holder may do one or more of the following:

8.2.1 Injunctive Relief. Seek injunctive relief to specifically enforce the terms of this Grant, to restrain present or future violations of the terms of this Grant, and/or to compel restoration of resources destroyed or altered because of the violation.

8.2.2 Civil Action. Exercise Holder's rights under Applicable Law to obtain a money judgment (together with interest thereon at the Default Rate).

8.2.3 Self-Help. Enter the Property to prevent or mitigate further damage to or alteration of natural resources of the Property identified in the Conservation Objectives.

8.3 Modification or Termination. If the Conservation Easement is or is about to be modified or terminated by exercise of the power of eminent domain (condemnation) or adjudication of a court of competent jurisdiction sought by a Person other than Holder, the following provisions apply:

8.3.1 Compensatory Damages. Holder is entitled to collect from the Person seeking the modification or termination, compensatory damages in an amount equal to the increase in Market Value of the Property resulting from the modification or termination plus reimbursement of Litigation Expenses as if a violation had occurred. In the event of an extinguishment of the Conservation Easement, Holder is entitled to the greater of the compensation provided under this section or the compensation provided under any other provision of this Grant.

8.3.2 Restitution. Holder is entitled to recover from the Person seeking the modification or termination: (i) restitution of amounts paid for this Grant (if any) and any other sums invested in the Property for the benefit of the public because of rights vested by this Grant, plus (ii) reimbursement of Litigation Expenses as if a violation had occurred.

8.4 Remedies Cumulative. The description of Holder's remedies in this article does not preclude Holder from exercising any other right or remedy that may at any time be available to Holder under this article or Applicable Law. If Holder chooses to exercise one remedy, Holder may nevertheless choose to exercise one or more of the other rights or remedies available to Holder at the same time or at any other time.

8.5 Waivers.

8.5.1 No Waiver. If Holder does not exercise a right or remedy when it is available to Holder, that is not to be interpreted as a waiver of any non-compliance with the terms of this Grant or a waiver of Holder's rights to exercise its rights or remedies at another time.

8.5.2 No Material Effect. Holder in its discretion may provide a Waiver if Holder determines that the accommodation is for a limited time and limited purpose and will have no material effect on the Conservation Objectives.

8.6 No Fault of Grantor. Holder will waive its right to reimbursement regarding a violation as to Grantor (but not other Persons who may be responsible for the violation) if Holder is reasonably satisfied that the violation was not the fault of Grantor and could not have been anticipated or prevented by Grantor by reasonable means.

8.7 Multiple Grantor.

8.7.1 Multiple Lots. If different Grantor own Lots within the Property, only Grantor of the Lot in violation will be held responsible for the violation.

8.7.2 Single Lot. If more than one Grantor owns the Lot in violation of the terms of this Grant, the Grantor of the Lot in violation is jointly and severally liable for the violation regardless of the form of ownership.

Article 9. Miscellaneous

9.1 Notices.

9.1.1 Requirements. Each Person giving notice pursuant to this Grant must give the notice in writing and must use one of the following methods of delivery: **(i)** personal delivery; **(ii)** certified mail, return receipt requested and postage prepaid; or **(iii)** nationally recognized overnight courier, with all fees prepaid.

9.1.2 Address for Notices. Each Person giving a notice must address the notice to the appropriate Person at the receiving party at the address listed below or to another address designated by that Person by notice to the other Person:

If to Grantor: Gordon Krall
 2 Minikahda
 Trabuco Canyon, CA 92679

If to Holder: Village of Edgar
 Attn: Village Clerk
 224 S. Third Ave.
 P.O. Box 67
 Edgar, WI 54426

9.2 Governing Law. The laws of the State of Wisconsin govern this Grant.

9.3 Transfer

9.3.1 Notice Required. Not less than thirty (30) days prior to transfer of the Property or a Lot, Grantor must notify Holder of the name(s) and address for notices of the Persons who will become Grantor following the transfer.

9.3.2 Prior to Transfer. Grantor authorize Holder to **(i)** contact the Persons to whom the Property or Lot will be transferred, and other Persons representing Grantor or the prospective transferees, to discuss with them this Grant and, if applicable, other pertinent documents; and **(ii)** enter the Property to assess compliance with this Grant.

9.3.3 Ending Continuing Liability. If Holder is not notified per this section's requirement, it is not the obligation of Holder to determine whether a violation first occurred before or after the date of the transfer. The pre-transfer Grantor continues to be liable on a joint and several bases with the post-transfer Grantor for the correction of violations under this Grant until such time as Holder is given the opportunity to inspect and all violations noted in Holder's resulting inspection report are cured.

9.4 Burdens; Benefits. This Grant binds and benefits Grantor and Holder and their respective personal representatives, successors, and assigns.

9.4.1 Binding on All Grantors. This Grant vests a servitude running with the land binding upon the undersigned Grantor and, upon recordation in the Public Records, all subsequent Grantors of the Property or any portion of the Property are bound by its terms whether Grantors had actual notice of this Grant and whether the deed of transfer specifically referred to the transfer being under and subject to this Grant.

9.4.2 Rights Exclusive to Holder. Except for the rights of Beneficiaries (if any) under this Grant, only Holder has the right to enforce the terms of this Grant and exercise other rights of Holder. Grantor of Lots within the Property do not have the right to enforce the terms of this Grant against Grantor of other Lots within the Property. Only Grantor of the Lot that is the subject of a request for Review, Waiver, Amendment, interpretation, or other decision by Holder have a right to notice of, or other participation in, such decision.

9.5 Documentation Requirements

9.5.1 Between Holder and Grantor. No Amendment, Waiver, approval after Review, interpretation, or other decision by Holder is valid or effective unless it is in writing and signed by an authorized signatory for Holder. This requirement may not be changed by oral agreement. The grant of an Amendment or Waiver in any instance or with respect to any Lot does not imply that an Amendment or Waiver will be granted in any other instance.

9.5.2 Between Holder and Assignee. Any assignment of Holder's rights under this Grant, if otherwise permitted under this Grant, must be in a document signed by both the assigning Holder and the assignee Holder. The assignment document must include a covenant by which the assignee Holder assumes the covenants and other obligations of Holder under this Grant. The assigning Holder must deliver the Baseline Documentation and such other documentation in Holder's possession reasonably needed to uphold the Conservation Objectives.

9.6 Severability. If any provision of this Grant is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Grant remain valid, binding, and enforceable. To the extent permitted by Applicable Law, the parties waive application of any provision of Applicable Law that renders any provision of this Grant invalid, illegal, or unenforceable in any respect.

9.7 Counterparts. This Grant may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one document.

9.8 Indemnity. Grantor must indemnify and defend the Indemnified Parties against all Losses and Litigation Expenses arising out of or relating to: **(i)** a breach or violation of this Grant or Applicable Law; and **(ii)** personal injury (including death) and damage to personal belongings occurring on or about the Property if and to the extent not caused by the negligent or wrongful acts or omissions of an Indemnified Party.

9.9 Guides to Interpretation.

9.9.1 Captions. The descriptive headings of the articles, sections, and subsections of this Grant are for convenience only and do not constitute a part of this Grant.

9.9.2 Glossary. If a term defined in the Glossary is not used in this Grant, the defined term is to be disregarded.

9.9.3 Other Terms.

- a. The word "including" means "including but not limited to."
- b. The word "must" is obligatory; the word "may" is permissive and does not imply an obligation.

9.9.4 Conservation and Preservation Easements Act. This Grant is intended to be interpreted to convey to Holder all the rights and privileges of a Holder of a conservation easement under the Conservation and Preservation Easements Act.

9.9.5 Restatement (Third) of the Law of Property: Servitudes. This Grant is intended to be interpreted to convey to Holder all the rights and privileges of a Holder of a conservation servitude under the Restatement (Third) of the Law of Property: Servitudes.

9.9.6 Interpret in Favor of Conservation Objectives. If any provision of this Grant or any writing submitted to or issued by or on behalf of Holder in connection with this Grant is vague, ambiguous, or may be interpreted or construed to favor an interest other than Holder's, such provision is to be given the interpretation or construction most favorable to Holder's interest in the Conservation Easement.

9.9.7 Entire Agreement. This is the entire agreement of Grantor, Holder, and Beneficiaries (if

any) pertaining to the subject matter of this Grant. The terms of this Grant supersede in full all statements and writings between Grantor, Holder, and Beneficiaries (if any) pertaining to the transaction set forth in this Grant.

9.9.8 Incorporation by Reference. Each exhibit attached to this Grant is incorporated into this Grant by this reference. The Baseline Documentation (whether attached to this Grant) is incorporated into this Grant by this reference.

9.9.9 Jurisdiction; Venue. Holder and Grantor submit to the exclusive jurisdiction of the courts of the State of Wisconsin located in the county in which the Property is located and agree that any legal action or proceeding relating to this Grant or the Conservation Easement may be brought only in those courts located in that county.

9.10 Glossary

- **“Access Drive”** means a road, drive, or lane providing vehicular access.
- **“Additional Improvement”** means an Improvement other than an Existing Improvement.
- **“Agricultural Improvement”** means an Improvement used or usable in furtherance of Agricultural uses such as barn, stable, silo, spring house, green house, hoop house, riding arena (whether indoor or outdoor), horse walker, manure storage pit, storage building, farm stand, feeding and irrigation facilities.
- **“Agricultural or Agriculture”** means one or more of the following:
 - Production for sale of grains, vegetables, fruits, seeds, nuts, and other plant products; mushrooms; animals and their products.
 - Production of field crops and forage.
 - Production of nursery stock and sod to be removed and planted elsewhere.
 - Boarding, stabling, raising, feeding, grazing, exercising, riding, and training horses and instructing riders.
- **“Amendment”** means an amendment, modification, or supplement to this Grant signed by Grantor and Holder and recorded in the Public Records. The term “Amendment” includes an amendment and restatement of this Grant.
- **“Applicable Law”** means federal, state, or local laws, statutes, codes, ordinances, standards, and regulations applicable to the Property, the Conservation Easement, or this Grant, as amended through the applicable date of reference. If this Grant is intended to meet the requirements of a qualified conservation contribution, then applicable provisions of the Code and the Regulations (including notices issued interpreting the Regulations) are also included in the defined term.
- **“Beneficiary”** means a Person given rights under the terms of this Grant (other than Grantor or Holder).
- **“Best Management Practices”** mean a series of guidelines or minimum standards (sometimes referred to as BMP’s) recommended by federal, state, and/or county resource management agencies for farming and forestry operations; for preventing and reducing pollution of water resources and other disturbances of soil, water, and vegetative resources; and for protecting wildlife habitats.
- **“Code”** means the Internal Revenue Code of 1986, as amended through the applicable date of reference.
- **“Conservation and Preservation Easements Act”** means the Uniform Conservation Easement Act of Wisconsin, as amended from time to time, with citation to Wis. Stat. § 700.40.
- **“Construction”** means demolition, construction, reconstruction, maintenance,

expansion, exterior alteration, installation, or erection of temporary or permanent Improvements; and, whether in connection with any of the foregoing, excavation, dredging, mining, filling, or removal of gravel, soil, rock, sand, coal, petroleum, or other minerals.

- **“Default Rate”** always means an annual rate of interest equal to two percent (2%) above the prime rate announced from time to time by the *Wall Street Journal*.
- **“Dwelling Unit”** means the use or intended use of an Improvement or portion of an Improvement for human habitation by one or more Persons (whether related). The existence of a separate kitchen accompanied by sleeping quarters is considered to constitute a separate Dwelling Unit.
- **“Existing Improvement”** means an Improvement existing as of the Easement Date as identified in the Baseline Documentation.
- **“Existing Servitude”** means an easement or other matter affecting title to the Property (other than a Lien) accorded priority to the Conservation Easement by notice in the Public Records or other prior notice recognized under Applicable Law.
- **“Extraction Improvements”** mean wells, casements, impoundments, and other Improvements for the exploration, extraction, collection, containment, transport, and removal (but not processing or refining) of oil or natural gas (regardless of source) from substrata beneath the surface of the Property. The term “Extraction Improvements” includes any Access Drive required for the Construction or operation of Extraction Improvements or the removal of oil or natural gas from the Property.
- **“Forestry”** means planting, growing, nurturing, managing, and harvesting trees whether for timber and other useful products or for water quality, wildlife habitat, and other Conservation Objectives.
- **“Height”** means the vertical elevation of an Improvement measured from the average exterior ground elevation of the Improvement to a point, if the Improvement is roofed, midway between the highest and lowest points of the roof excluding chimneys, cupolas, ventilation shafts, weathervanes, and similar protrusions or, if the Improvement is unroofed, the top of the Improvement.
- **“Impervious Coverage”** means the footprints (including roofs, decks, stairs, and other extensions) of Improvements; paved or artificially covered surfaces such as crushed stone, gravel, concrete, and asphalt; impounded water (such as a man-made pond); and compacted earth (such as an unpaved roadbed). Also included in Impervious Coverage are green roofs and porous pavement surfaces. Excluded from Impervious Coverage are running or non-impounded standing water (such as a naturally occurring lake), bedrock and naturally occurring stone and gravel, and earth (whether covered with vegetation or not) so long as it has not been compacted by non-naturally occurring forces.
- **“Improvement”** means a building, structure, facility, or other improvement, whether temporary or permanent, located on, above, or under the Property.
- **“Indemnified Parties”** means Holder, each Beneficiary (if any), and their respective members, directors, officers, employees and agents, and the heirs, personal representatives, successors, and assigns of each of them.
- **“Invasive Species”** means a plant species that is non-native (or alien) to the ecosystem under consideration and whose introduction causes or is likely to cause economic or environmental harm or harm to human health. In cases of uncertainty, publications such as “Plant Invaders of Mid-Atlantic Natural Areas” by the National Park Service and U.S. Fish and Wildlife Service, are to be used to identify Invasive Species.
- **“Lien”** means a mortgage, lien, or other encumbrance securing the payment of money.

- **“Litigation Expense”** means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim of violation or claim for indemnification under this Grant including, in each case, attorneys’ fees, other professionals’ fees, and disbursements.
- **“Losses”** mean any liability, loss, claim, settlement payment, cost, expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees, penalties, or other charge other than a Litigation Expense.
- **“Lot”** means a unit, lot, or parcel of real estate separated or transferable for separate ownership or lease under Applicable Law.
- **“Market Value”** means the fair value that a willing buyer, under no compulsion to buy, would pay to a willing seller, under no compulsion to sell as established by appraisal in accordance with the then-current edition of Uniform Standards of Professional Appraisal Practice issued by the Appraisal Foundation or, if applicable, a qualified appraisal in conformity with §1.170A-13 of the Regulations.
- **“Native Species”** mean a plant or animal indigenous to the locality under consideration. In cases of uncertainty, published atlases, particularly *The Vascular Flora of Pennsylvania: Annotated Checklist and Atlas* by Rhoads and Klein and *Atlas of United States Trees, vols. 1 & 4* by Little are to be used to establish whether or not a species is native.
- **“Grantor”** means the undersigned Grantor and all Persons after them who hold an interest in the Property.
- **“Person”** means an individual, organization, trust, government, or other entity.
- **“Public Records”** means the public records of the office for the recording of deeds in and for the county in which the Property is located.
- **“Qualified Organization”** means a governmental or charitable entity that (a) meets the criteria of a qualified organization under §1.170(A-14(c)(1) of the Regulations and (b) is duly authorized to acquire and hold conservation easements under the Conservation and Preservation Easements Act.
- **“Regulations”** mean the provisions of C.F.R. §1.170A-14, and any other regulations promulgated under the Code that pertain to qualified conservation contributions, as amended through the applicable date of reference.
- **“Regulatory Signs”** mean signs (not exceeding one square foot each or such greater dimensions as are the minimum required by Applicable Law) to control access to the Property or for informational, directional, or interpretive purposes.
- **“Renewable Energy”** means energy that can be used without depleting its source such as solar, wind, geothermal, and movement of water (hydroelectric and tidal).
- **“Residential Improvements”** mean dwellings and Improvements accessory to residential uses such as garage, swimming pool, pool house, tennis court, and children’s play facilities.
- **“Resource Management Plan”** means a record of the decisions and intentions of Grantor prepared by a qualified resource management professional for the purpose of protecting natural resources that the Conservation Objectives aim to protect during certain operations potentially affecting those resources. It includes a resource assessment, identifies appropriate performance standards (based upon Best Management Practices where available and appropriate), and projects a multi-year description of planned activities for operations to be conducted in accordance with the plan.
- **“Review”** means review and approval by Holder under the procedure described in Article 7.

- **“Review Requirements”** mean, collectively, any plans, specifications, or other information required for approval of the Subdivision, activity, use, or Improvement under Applicable Law (if any) plus the information required under (a) an exhibit incorporated into this Grant or (b) the Baseline Documentation or (c) if the information described in items (a) and (b) is inapplicable, unavailable, or insufficient under the circumstances, the guidelines for Review of submissions set by Holder to provide sufficient information to conduct its Review.
- **“Site Improvement”** means an unenclosed Improvement such as an Access Drive, Utility Improvement, walkway, boardwalk, retention/detention basin or other stormwater management facility, well, septic system, bridge, parking area or other pavement, lighting fixture, sign, mailbox, fence, wall, gate, man-made pond, berm, and landscaping treatment. The term does not include Extraction Improvements.
- **“Soil Conservation Plan”** means a plan for soil conservation that meets the requirements of the Natural Resources Conservation Service as of the applicable date of reference and for erosion and sedimentation control under Applicable Law.
- **“Steep Slope Area”** means an area greater than one acre having a slope greater than 15%.
- **“Subdivision”** means any division of the Property or any Lot within the Property; and any creation of a unit, lot, or parcel of real estate, including subsurface portions of the Property, for separate use or ownership by any means including by lease or by implementing the condominium form of ownership.
- **“Sustainable”** means land management practices that provide goods and services from an ecosystem without degrading soil or water resources and without a decline in the yield of those goods and services over time.
- **“Utility Improvement”** means an Improvement for the reception, storage, or transmission of potable water, stormwater, sewage, electricity, gas, telecommunications, or other sources of power. The term does not include Extraction Improvements.
- **“Waiver”** means a written commitment by which Holder, without any obligation to do so, agrees to refrain from exercising one or more of its rights and remedies for a specific period with respect to a specific set of circumstances.
- **“Wet Area”** means a watercourse, spring, wetland (including vernal pools), or non-impounded standing water, and the area within 100 feet of its edge.
- **“Woodland Area”** means an area within the Property described as “wooded” or “forested” in the Baseline Documentation or identified as such on the Easement Plan, or if not wooded or forested as of the Easement Date, is designated as successional woodland area on the Easement Plan.

(SIGNATURE PAGE TO FOLLOW)

INTENDING TO BE LEGALLY BOUND, the undersigned Grantor and Holder, by their respective duly authorized representatives, have signed and delivered this Grant as of the Easement Date.

Witness/Attest:

GRANTOR, Gordon Krall:

GORDON KRALL

ON THIS ___ DAY OF OCTOBER, 2024, before me, the undersigned officer, personally appeared Gordon Krall, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____, Notary Public
Print Name:

HOLDER, Village of Edgar

By: Terry Lepak
Village President

STATE OF WISCONSIN)
)
COUNTY OF MARATHON) SS

ON THIS ___ DAY OF OCTOBER, 2024, before me, the undersigned officer, personally appeared [Terry Lepak] who acknowledged him/herself to be the [President] of the Village of Edgar, a governmental subdivisions of the State of Wisconsin, and that he/she as such officer, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by her/himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____, Notary Public
Print Name:

EXHIBIT A
(See Attached)

CERTIFIED SURVEY MAP NO.

BEING ALL OF LOT 1, C.S.M. NO. 14823, RECORDED
IN VOL. 66, P. 95, AS DOC. NO. 1480216, AND
PART OF BLK. 12, VILLAGE OF EDGAR, RECORDED
AS DOC. NO. 33347,
LOCATED IN PART OF THE NE 1/4 OF THE SE 1/4
AND THE SE 1/4 OF THE SE 1/4,
SECTION 12, T28N, R4E, VILLAGE OF EDGAR,
MARATHON CO., WISCONSIN
CAD NAME: RIVER COUNTRY-EDGAR231

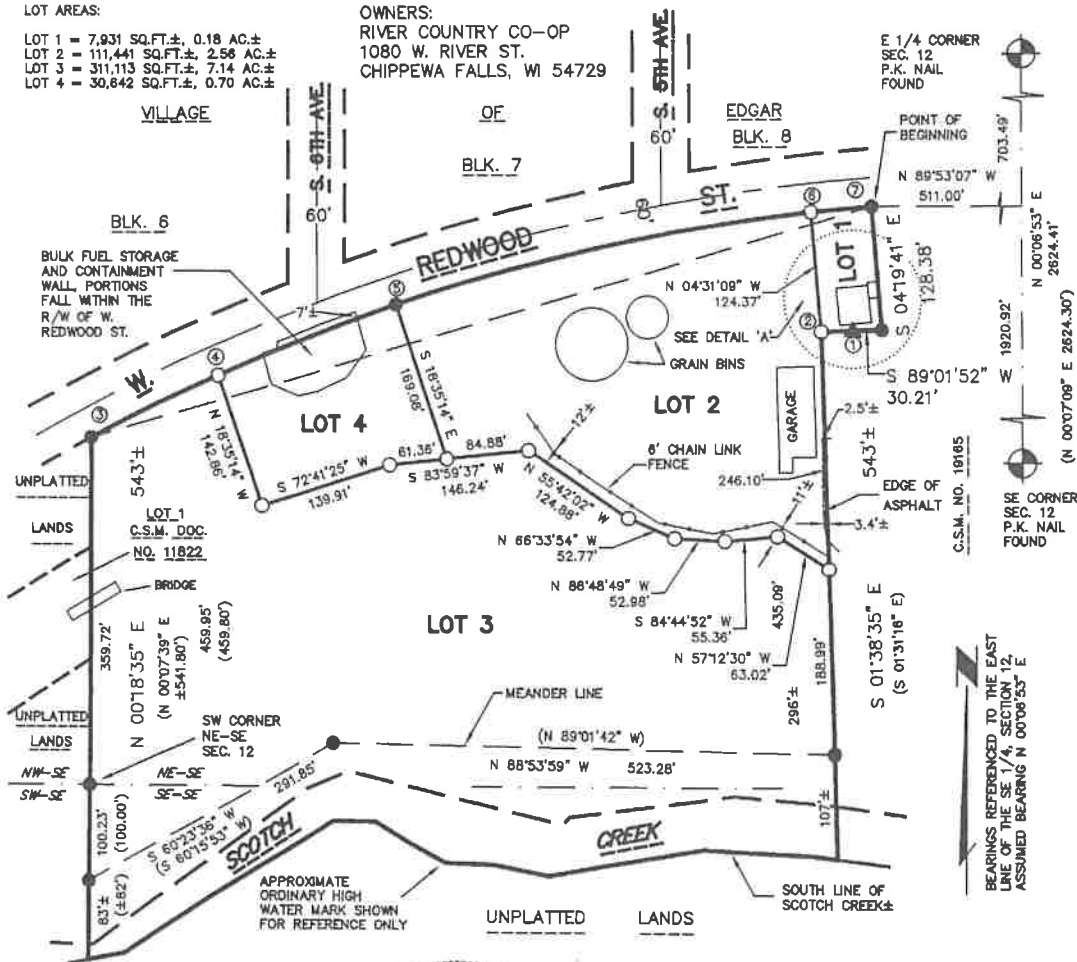
NOTE:

COMPLETION DATE OF FIELD WORK— 12-27-2023
TIES VERIFIED FOR THE SECTION CORNERS SHOWN
SEE SHEET 3 OF 5 FOR WETLANDS, FLOOD PLAIN, AND
ADDITIONAL NOTES
SEE SHEET 4 OF 5 FOR LEGEND, CURVE DATA AND
DETAIL 'A'
ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A
LAKE OR NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC
TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED
UNDER ARTICLE IX, SECTION 1, OF THE STATE
CONSTITUTION

LOT AREAS:

- LOT 1 = 7,931 SQ.FT.±, 0.18 AC.±
- LOT 2 = 111,441 SQ.FT.±, 2.56 AC.±
- LOT 3 = 311,113 SQ.FT.±, 7.14 AC.±
- LOT 4 = 30,642 SQ.FT.±, 0.70 AC.±

OWNERS:
RIVER COUNTRY CO-OP
1080 W. RIVER ST.
CHIPPEWA FALLS, WI 54729



0' 75' 150' 300'
SCALE 1" = 150'

SURVEYING SERVICES BY:
HIESS-LOKEN & ASSOC., LLC
PROFESSIONAL LAND SURVEYING
4905 WEST PARK AVE.
CHIPPEWA FALLS, WI 54720
(715)-720-4000 PHONE
(715)-832-3300
WWW.HIESS-LOKEN.COM
HLSURVEY@GLOBEONLINE.NET



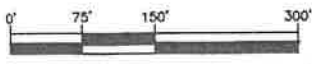
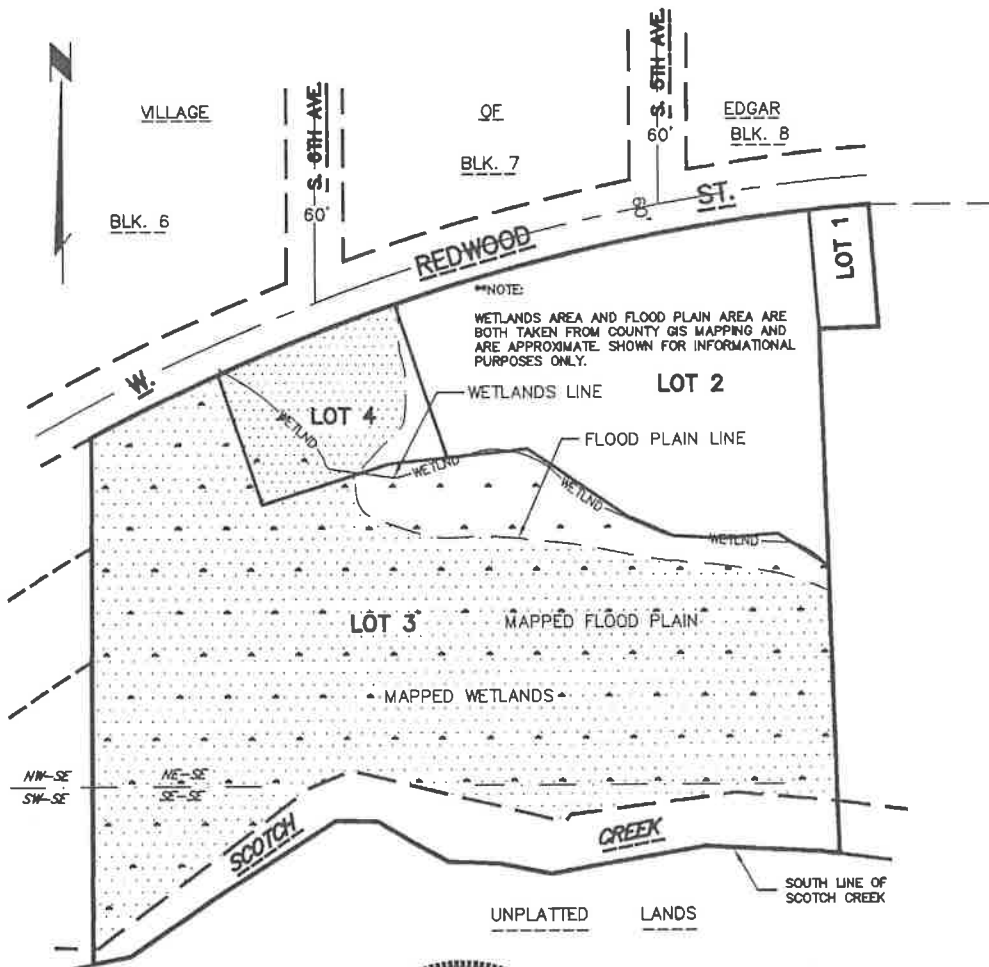
Jason R. Hiess
JASON R. HIESS, P.L.S.

DATED THIS 29TH DAY OF DECEMBER, 2023.

CERTIFIED SURVEY MAP NO.

BEING ALL OF LOT 1, C.S.M. NO. 14823, RECORDED
IN VOL. 66, P. 95, AS DOC. NO. 1480216, AND
PART OF BLK. 12, VILLAGE OF EDGAR, RECORDED
AS DOC. NO. 33347,

LOCATED IN PART OF THE NE 1/4 OF THE SE 1/4
AND THE SE 1/4 OF THE SE 1/4,
SECTION 12, T28N, R4E, VILLAGE OF EDGAR,
MARATHON CO., WISCONSIN
CAD NAME: RIVER COUNTRY-EDGAR231



SCALE 1" = 150'

SURVEYING SERVICES BY:
 HIESS-LOKEN & ASSOC., LLC
 PROFESSIONAL LAND SURVEYING
 4905 WEST PARK AVE
 CHIPPEWA FALLS, WI 54729
 (715)-720-4000 PHONE
 (715)-832-3300
 WWW.HIESS-LOKEN.COM
 HLSURVEY@SBCGLOBAL.NET



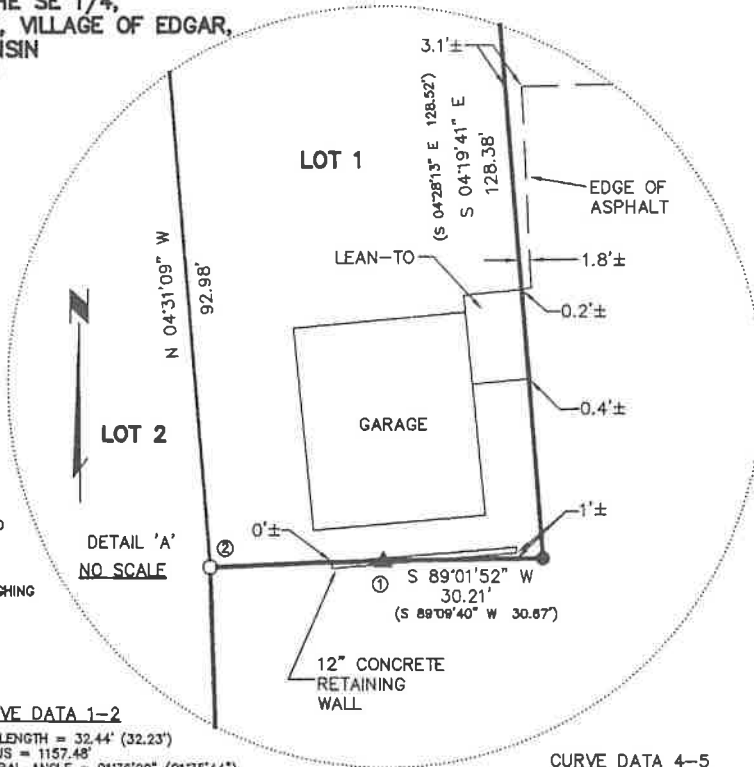
Jason R. Hiess

 JASON R. HIESS, P.L.S.

DATED THIS 29TH DAY OF DECEMBER, 2023.

CERTIFIED SURVEY MAP NO.

BEING ALL OF LOT 1, C.S.M. NO. 14823, RECORDED IN VOL. 66, P. 95, AS DOC. NO. 1480216, AND PART OF BLK. 12, VILLAGE OF EDGAR, RECORDED AS DOC. NO. 33347, LOCATED IN PART OF THE NE 1/4 OF THE SE 1/4 AND THE SE 1/4 OF THE SE 1/4, SECTION 12, T28N, R4E, VILLAGE OF EDGAR, MARATHON CO., WISCONSIN
 CAD NAME: RIVER COUNTRY-EDGAR231



LEGEND

- --- 1 1/4" O.D. IRON PIPE FOUND
- ▲ --- 'X' FOUND CUT IN CONCRETE
- --- 1" O.D. X 18" IRON PIPE WEIGHING 1.13 LBS./LINEAL FOOT, SET
- () --- RECORDED AS
- N. --- NORTH
- S. --- SOUTH
- E. --- EAST
- W. --- WEST
- NE --- NORTHEAST
- NW --- NORTHWEST
- SE --- SOUTHEAST
- SW --- SOUTHWEST
- ' --- DEGREES
- ' --- MINUTES OR FEET
- " --- SECONDS
- T --- TOWNSHIP
- R --- RANGE
- O.D. --- OUTSIDE DIAMETER
- LBS. --- POUNDS
- SQ. --- SQUARE
- FT. --- FEET
- AC. --- ACRES
- INCL. --- INCLUDING
- EXCL. --- EXCLUDING
- R/W --- RIGHT OF WAY
- C.S.M. --- CERTIFIED SURVEY MAP
- NO. --- NUMBER
- AVE. --- AVENUE
- ST. --- STREET
- C.T.H. --- COUNTY TRUNK HIGHWAY
- VOL. --- VOLUME
- P. --- PAGE
- COR. --- CORNER
- P.L.S. --- PROFESSIONAL LAND SURVEYOR
- SEC. --- SECTION
- WI --- WISCONSIN
- LLC --- LIMITED LIABILITY COMPANY
- CO. --- COUNTY
- TAN. --- TANGENT
- BEAR. --- BEARING
- BLK. --- BLOCK

CURVE DATA 1-2

ARC LENGTH = 32.44' (32.23')
 RADIUS = 1157.48'
 CENTRAL ANGLE = 01°36'20" (01°35'44")
 CHORD BEAR. = S 87°47'35" W (S 87°32'37" W)
 CHORD LENGTH = 32.43' (32.23')
 1ST TAN. BEAR. = S 88°35'45" W
 2ND. TAN. BEAR. = S 86°59'25" W

CURVE DATA 3-7

ARC LENGTH = 855.38'
 RADIUS = 2052.71'
 CENTRAL ANGLE = 23°52'31"
 CHORD BEAR. = N 73°39'42" E
 CHORD LENGTH = 849.19'
 1ST TAN. BEAR. = N 81°43'26" E
 2ND. TAN. BEAR. = N 85°35'57" E

CURVE DATA 3-4

ARC LENGTH = 147.04'
 RADIUS = 2052.71'
 CENTRAL ANGLE = 04°08'15"
 CHORD BEAR. = N 63°48'34" E
 CHORD LENGTH = 147.01'

CURVE DATA 4-5

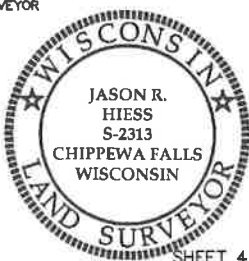
ARC LENGTH = 200.08'
 RADIUS = 2052.71'
 CENTRAL ANGLE = 05°35'05"
 CHORD BEAR. = N 68°37'14" E
 CHORD LENGTH = 200.00'

CURVE DATA 5-6

ARC LENGTH = 445.25'
 RADIUS = 2052.71'
 CENTRAL ANGLE = 12°25'40"
 CHORD BEAR. = N 77°37'36" E
 CHORD LENGTH = 444.38'

CURVE DATA 6-7

ARC LENGTH = 63.00'
 RADIUS = 2052.71'
 CENTRAL ANGLE = 01°45'31"
 CHORD BEAR. = N 84°43'12" E
 CHORD LENGTH = 63.00'



Jason R. Hiess

JASON R. HIESS, P.L.S.

DATED THIS 29TH DAY OF DECEMBER, 2023.

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CERTIFIED SURVEY MAP NO.

BEING ALL OF LOT 1, C.S.M. NO. 14823, RECORDED
IN VOL. 66, P. 95, AS DOC. NO. 1480216, AND
PART OF BLK. 12, VILLAGE OF EDGAR, RECORDED
AS DOC. NO. 33347,
LOCATED IN PART OF THE NE 1/4 OF THE SE 1/4
AND THE SE 1/4 OF THE SE 1/4,
SECTION 12, T28N, R4E, VILLAGE OF EDGAR,
MARATHON CO., WISCONSIN
CAD NAME: RIVER COUNTRY-EDGAR231

SURVEYOR'S CERTIFICATE

I, JASON R. HIESS, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT BY THE DIRECTION OF BRUCE
MLSNA, CEO, RIVER COUNTRY CO-OP, I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND PARCEL WHICH IS
REPRESENTED BY THIS CERTIFIED SURVEY MAP.

THAT THE EXTERIOR BOUNDARY OF THE LAND SURVEYED AND MAPPED IS AS FOLLOWS: A PARCEL OF LAND
BEING ALL OF LOT 1, CERTIFIED SURVEY MAP NUMBER 14823, RECORDED IN VOLUME 66, PAGE 95, AS DOCUMENT
NUMBER 1480216 AND PART OF BLOCK 12, VILLAGE OF EDGAR, RECORDED AS DOCUMENT NUMBER 33347,
LOCATED IN PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4, SECTION 12, TOWNSHIP 28 NORTH, RANGE 4 EAST, VILLAGE OF EDGAR, MARATHON COUNTY,
WISCONSIN. BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID
SECTION 12; THENCE N.00°06'53"E. ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 12, 1920.92
FEET; THENCE N.89°53'07"W. 511.00 FEET TO THE NORTHWEST CORNER OF LOT 1, CERTIFIED SURVEY MAP NUMBER
19165, RECORDED AS DOCUMENT NUMBER 1854135 AND THE POINT OF BEGINNING; THENCE S.04°19'41"E. ALONG
THE WEST LINE THEREOF, 128.38 FEET; THENCE S.89°01'52"W. ALONG THE WEST LINE THEREOF, 30.21 FEET;
THENCE ALONG THE WEST LINE THEREOF AND ALONG THE ARC OF A 1157.48 FOOT RADIUS CURVE, CONCAVE
SOUTHERLY, WHOSE CHORD BEARS S.87°47'35"W. 32.43 FEET TO THE NORTHEAST CORNER OF SAID CERTIFIED
SURVEY MAP NUMBER 14823; THENCE S.01°38'35"E. ALONG THE EAST LINE THEREOF, 435.09 FEET TO A POINT
BEING N.01°38'35"W. 107 FEET MORE OR LESS FROM THE SOUTH APPROXIMATE ORDINARY HIGH WATER MARK OF
SCOTCH CREEK AND THE BEGINNING OF A MEANDER LINE; THENCE N.88°53'59"W. ALONG SAID MEANDER LINE,
523.28 FEET; THENCE S.60°23'36"W. ALONG SAID MEANDER LINE, 291.85 FEET TO A POINT BEING N.00°18'35"E. 83
FEET, MORE OR LESS, FROM THE SOUTH APPROXIMATE ORDINARY HIGH WATER MARK OF SCOTCH CREEK AND THE
END OF THE MEANDER LINE; THENCE N.00°18'35"E. ALONG THE WEST LINE OF SAID CERTIFIED SURVEY MAP,
459.95 FEET TO THE NORTHWEST CORNER OF SAID CERTIFIED SURVEY MAP AND THE SOUTH LINE OF WEST
REDWOOD STREET; THENCE ALONG SAID SOUTH LINE AND ALONG THE ARC OF A 2052.71 FOOT RADIUS CURVE,
CONCAVE SOUTHERLY, WHOSE CHORD BEARS N.73°39'42"E. 849.19 FEET TO THE POINT OF BEGINNING. INCLUDING
ALL LANDS LYING BETWEEN THE MEANDER LINE AND THE APPROXIMATE SOUTH ORDINARY HIGH WATER MARK OF
SCOTCH CREEK AND BEING SUBJECT TO EXISTING EASEMENTS.

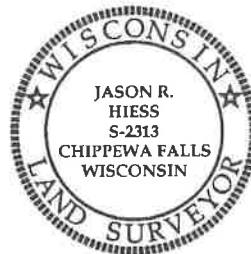
THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED
AND MAPPED.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES,
A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE AND TITLE 14, VILLAGE OF EDGAR LAND DIVISIONS AND
SUBDIVISION CODE, IN SURVEYING, DIVIDING AND MAPPING THE SAME.



JASON R. HIESS, P.L.S.

DATED THIS 29TH DAY OF DECEMBER, 2023.



SURVEYING SERVICES BY:
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MARATHON CO., WISCONSIN
CAD NAME: RIVER COUNTRY-EDGAR231

VILLAGE OF EDGAR BOARD OF TRUSTEES RESOLUTION

RESOLVED THAT THIS CERTIFIED SURVEY MAP IN THE VILLAGE OF EDGAR IS HEREBY APPROVED.

SIGNED: Terry Lepak
TERRY LEPAK, VILLAGE PRESIDENT

APPROVED: 1/18/2024 DATE

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF EDGAR.

Teresa Marvin
TERESA MARVIN, DEPUTY CLERK/TREASURER

VILLAGE ADMINISTRATORS CERTIFICATE

STATE OF WISCONSIN SS
MARATHON COUNTY

I, JENNIFER LOPEZ, VILLAGE ADMINISTRATOR, BEING THE DULY QUALIFIED AND ACTING ADMINISTRATOR OF THE VILLAGE OF EDGAR, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS ON ANY OF THE LAND INCLUDED IN THIS CERTIFIED SURVEY MAP.

DATED THIS 9TH DAY OF January, 2024.

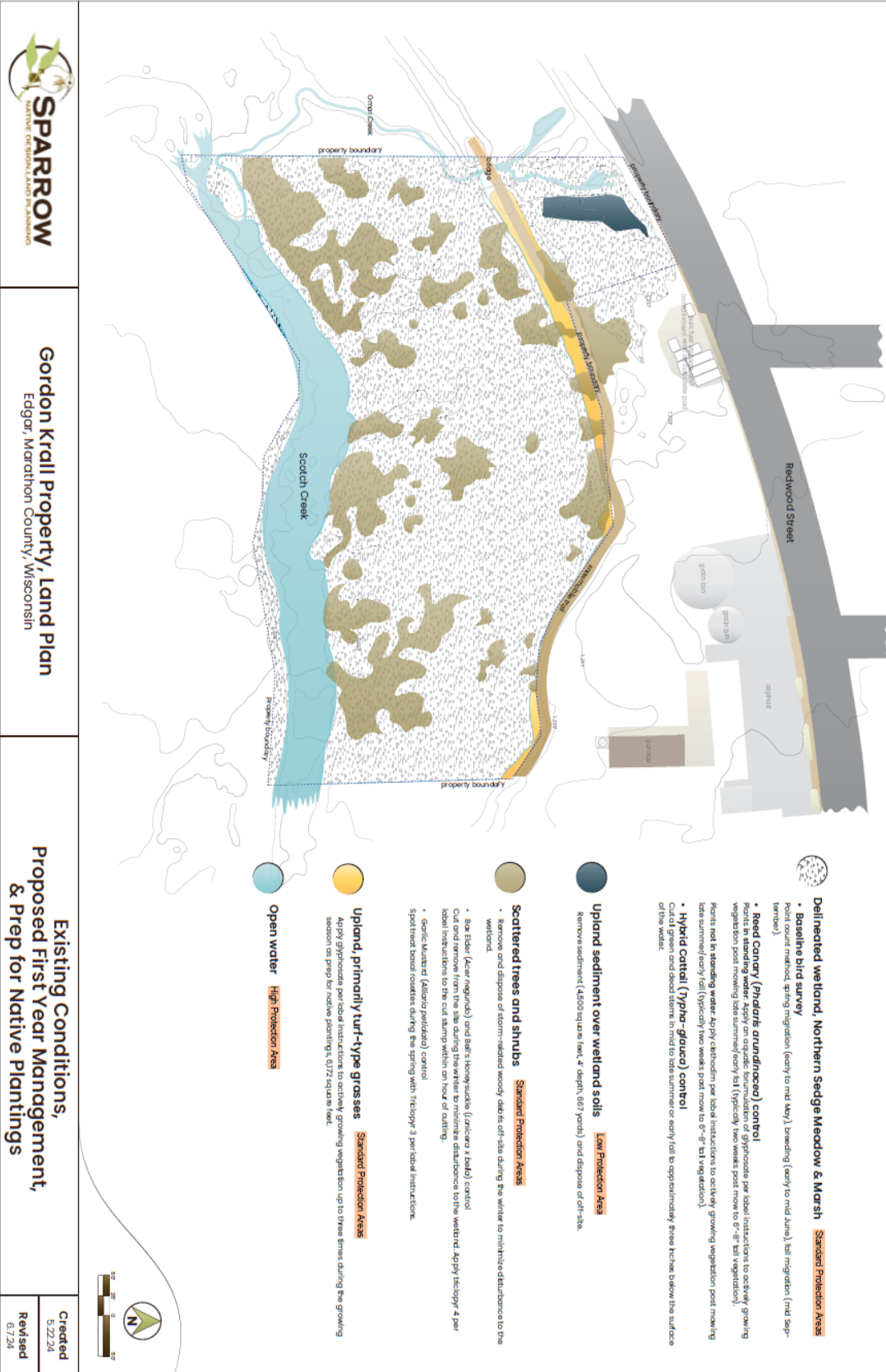
Jennifer Lopez
JENNIFER LOPEZ, VILLAGE ADMINISTRATOR



Jason R. Hiess
JASON R. HIESS, P.L.S.

DATED THIS 29TH DAY OF DECEMBER, 2023.

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Krall Land Plan: Existing Conditions, Proposed First Year Management, & Prep for Native Plantings (page 1 of 3) | sparrowlandplanning.com

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
 107 Sulliff Ave.
 Rhinelander, WI, 54501

Tony Evers, Governor

 Telephone 608-266-2621
 Toll Free 1-888-936-7463
 TTY Access via relay - 711



September 3, 2024

GP-WC-2024-37-02585

Gordon Krall
 2 Minikahda
 Trabuco Canyon, CA 92679
 [sent electronically]

RE: Coverage under the wetland statewide general permit for wetland conservation activities, located in the Village of Edgar, Marathon County, docket GP-WC-2024-37-02585.

Dear Mr. Krall:

Thank you for submitting an application for a General Permit for wetland conservation activities located in the NE 1/4, SE 1/4, and the SE 1/4, SE 1/4 Section 12, Township 28 North, Range 04 East, Village of Edgar, Marathon County.

You have certified that your project meets the eligibility criteria for this activity. Based upon your signed certification you may proceed with your project. Please take this time to re-read the permit standards and conditions. The eligibility standards can be found on your application checklist at <http://dnr.wi.gov/files/PDF/Forms/3500/3500-175.pdf>. The permit conditions are attached to this letter. You are responsible for meeting all general permit eligibility standards and permit conditions. This includes notifying the Department before starting the project and submitting photographs within one week of project completion. Please note your coverage is valid for 5 years from the date of the Department's determination or until the activity is completed, whichever occurs first.

The Department conducts routine and annual compliance monitoring inspections. Our staff may follow up and inspect your project to verify compliance with state statutes and codes. If you need to modify your project please contact your local Water Management Specialist, Robert Hoffman at (715) 499-0716 or email roberta.hoffman@wisconsin.gov to discuss your proposed modifications.

The Department appreciates your willingness to comply with wetland regulations, which help to protect the water quality, fish and wildlife habitat, natural scenic beauty and recreational value of Wisconsin's water resources for future generations. You are responsible for obtaining any other local, state, tribal or federal permits that are required before starting your project, including any applicable floodplain and shoreland zoning authorizations from your local zoning authority.

Sincerely,

Robert Hoffman
 Water Management Specialist

Email CC: Alan Vorse- U.S. Army Corps of Engineers Office Automation Assistant
 Jennifer Lopez- Village Administrator
 Teresa Marvin- Village Clerk
 Kristin Sherfinski- Consultant
 File

You agree to comply with the following conditions:

1. **Application.** You shall submit a complete application package to the Department as outlined in the application materials and application requirements section of this permit. If requested, within a reasonable timeframe you shall furnish the Department any information it needs to verify compliance with the terms and conditions of this permit.
2. **Certification.** Acceptance of coverage under general permit WDNR-GP18-2023 and efforts to begin work on the activities authorized by this general permit signifies that you have certified the project meets all eligibility standards outlined above and that you have read, understood, and agreed to follow all terms and conditions of this general permit.
3. **Reliance on Applicant's Data.** The determination by this office that a confirmation of authorization is not contrary to wetland water quality standards will be based upon the information provided by the applicant and any other information required by the Department.
4. **Project Plans.** This permit does not authorize any work other than what is specifically described in the notification package and plans submitted to the Department and is certified by you to comply with the terms and conditions of WDNR-GP18-2023.
5. **Expiration.** The time limit for completing an activity authorized by the provisions of WDNR-GP18-2023 ends 5 years after the date on which the activity is considered to be authorized under WDNR-GP18-2023 or until the activity is completed, whichever occurs first, regardless of whether WDNR-GP18-2023 expired before the activity is completed. The Department's use of general permit WDNR-GP18-2023 established under ss. 281.36(3g) and 30.206, Wis. Stats., expires on December 20, 2028.
6. **Written authorization for modification of scope.** Any modification to the waterway or wetland impacts authorized under this general permit must be approved by the Department in writing to ensure that the project continues to meet the general permit eligibility in section 1. Separate permitting is necessary if the modified project scope no longer meets general permit eligibility.
7. **Authorization Distribution.** You must supply a copy of the permit coverage authorization to every contractor working on the project.
8. **Project Start.** You shall notify the Department using the information provided on the confirmation of coverage letter you receive before starting any activity and again not more than 5 days after each activity is completed.
9. **Permit Posting.** You must post a copy of this permit coverage letter at a conspicuous location on the project site before beginning the permitted activity. The copy of the permit coverage letter must remain posted at that location until at least five days after the area where the activity took place is stabilized. You must also keep a copy of the permit coverage letter and the approved plan available at the project site at all times until the project is complete.
10. **Permit Compliance.** The Department may revoke coverage of this permit if it is not constructed in compliance with the terms and conditions of this permit. Any act of noncompliance with this permit constitutes a permit violation and is grounds for enforcement action.
11. **Construction Timing.** Once wetland work begins, all construction activities in those wetlands must be continuous to the extent practicable. During periods of inactivity in wetlands, the site must be stabilized until the work is resumed and completed.
12. **Construction.** No other area of the wetland or waterway may be disturbed beyond the area designated in the submitted plans.
13. **Project Completion.** Within one week after completing the regulated activity, you shall submit to the Department a statement certifying the project complies with all the terms and conditions of this permit, and photographs of the activities authorized by this permit. This statement must reference the Department-issued docket number and be submitted to the Department staff member that authorized coverage.

- 4. Proper Maintenance.** You must maintain the activity authorized by WDNR-GP18-2023 in good condition and in conformance with the terms and conditions of this permit using best management practices. Any structure or fill authorized shall be properly maintained to ensure no additional impacts to the remaining wetlands and waterways.
- 5. Site Access.** Upon reasonable notice, you shall allow access to the site to any Department employee who is inspecting the project's construction, operation, maintenance or permit compliance with the terms and conditions of WDNR-GP18-2023 and applicable laws.
- 6. Erosion and Siltation Controls.** The project site shall implement erosion and sediment control measures that adequately control or prevent erosion and prevent damage to wetlands as outlined in subch. III of ch. NR 151, Wis. Adm. Code. The technical standards to implement these performance standards can be found at <https://dnr.wisconsin.gov/>, keyword "stormwater technical standards". Any area where topsoil is exposed during the project should be immediately seeded and mulched to stabilize disturbed areas and prevent soils from being eroded and washed into the waterway.
- 7. Equipment Use.** The equipment used in waterways and wetlands must be low ground weight equipment as specified by the manufacturer specifications.
- 8. Wetland Protection.** You shall not store any vegetation, material, or equipment in wetlands unless authorized to do so through an approved project design. The project will be constructed in a manner that will maintain wetland hydrology in the remaining wetland complex, if applicable.
- 9. Invasive Species.** All project equipment shall be decontaminated for removal of invasive species prior to and after each use on the project site by following the most recent Department approved washing and disinfection protocols and Department approved best management practices to avoid the spread of invasive species as outlined in NR 40, Wis. Adm. Code. These protocols and practices along with a factsheet for equipment operators can be found at <https://dnr.wisconsin.gov/>, keyword "invasive species BMPs".
- 10. Federal and State Threatened and Endangered Species.** WDNR-GP18-2023 does not affect the Department's responsibility to ensure that all authorizations comply with Section 7 of the Federal Endangered Species Act, s. 29.604, Wis. Stats., and applicable state laws. No Department authorization under this permit will be granted for projects found not to comply with these acts/laws. No activity is authorized which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act and/or state law or which is likely to destroy or adversely modify the critical habitat of a species as identified under the Federal Endangered Species Act.
- 11. Special Concern Species.** If the Wisconsin National Heritage Inventory lists a known special concern species to be present in the project area you will take reasonable action to prevent significant adverse impacts or to enhance the habitat for the species of concern.
- 12. Historic Properties and Cultural Resources.** WDNR-GP18-2023 does not affect the Department's responsibility to ensure that all authorizations comply with Section 106 of the National Historic Preservation Act and s. 44.40, Wis. Stats. No Department authorization under this permit will be granted for projects found not to comply with these acts/laws. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places. If cultural, archaeological, or historical resources are unearthed during activities authorized by this permit, work must be stopped immediately, and the State Historic Preservation Officer must be contacted for further instruction.
- 13. Preventive Measures.** Measures must be adopted to prevent potential pollutants from entering a wetland or waterbody. Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a manner that would allow them to enter a wetland or waterbody as a result of spillage, natural runoff, or flooding. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Duty Officer at 1-800-943-0003.
- 14. Suitable Fill Material.** All fill authorized under this permit must consist of clean suitable soil, as defined by s. NR 100.03(214), Wis. Adm. Code, free from hazardous substances as defined by s. 289.01(11), Wis. Stats., and free from solid waste as defined by s. 289.01(33), Wis. Stats.

25. **Standard for Coverage.** Wetland impacts from the project will cause only minimal adverse environmental impacts as determined by the Department.
26. **Transfers.** Coverage under this permit is transferable to any person upon prior written approval of the transfer by the Department.
27. **Dam Transfers.** No transfer of ownership of the dam may take place without proper authority under s. 31.21, Wis. Stats.
28. **Reevaluation of Decision.** The Department may suspend or revoke authorization of any previously authorized activity and may take enforcement action if the following occur:
- a. The applicant fails to comply with the terms and conditions of WDNR-GP18-2023.
 - b. The information provided by the applicant in support of the permit application proves to have been false, incomplete, or inaccurate.

STATE OF WISCONSIN - MARATHON COUNTY
RECORDED
02-05-2024 at 3:18 PM
DEAN J. STRATZ, REGISTER OF DEEDS
DOC#: **1894081**
Pages: 1
Transfer Fee: \$75.00

QUIT CLAIM DEED

Document Number

Document Name

*This document has been electronically recorded
and returned to: Nodolf Flory, LLP*

THIS DEED, made between River Country Co-op, a Wisconsin membership cooperative ("Grantor") and Gordon Krall ("Grantee"). Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in the Village of Edgar, Marathon County, State of Wisconsin ("Property"):

Lot 3 of Certified Survey Map # 19722 recorded in the Marathon Country Register of Deeds as Document # 1893136.

Recording Area

Name and Return Address

Nodolf Flory, LLP
Attn: Tanya M. Bruder
PO Box 1165
Eau Claire, WI 54702-1165

The Property may not be utilized for the sale of fertilizer, fuel, chemicals, feed, or the provision of agronomy products or services.


Part of 121-2804-124-9946

Parcel Identification Number (PIN)

This is not homestead property.

Dated February 2, 2024.

River Country Co-op, a Wisconsin membership cooperative

By: 
Bruce Misna, CEO

AUTHENTICATION

Signature Bruce Misna authenticated on February 2, 2024.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

* Tanya M. Bruder, Attorney
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

Personally came before me on _____,
the above-named _____
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

THIS INSTRUMENT DRAFTED BY:

Attorney Tanya M. Bruder
Nodolf Flory, LLP

12-2024

Authorizing Resolution

WHEREAS, the applicant, (The Village of Edgar), is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.;

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project;

NOW, THEREFORE, BE IT RESOLVED, the applicant, (The Village of Edgar), will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement;

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers (Village Administrator), its official or employee, to act on its behalf to:

- 1. Sign and submit the grant application
- 2. Sign a grant agreement between applicant and the DNR
- 3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
- 4. Submit grant reimbursement request to the DNR
- 5. Sign and submit other required documentation

Adopted this 7 day of October , 2024 .

I hereby certify that the foregoing resolution was duly adopted by (applicant organization’s governing body) at a legal meeting on the 7 day of October , 2024 .

	Village Administrator	10/7/2024
Authorized Signature	Title	Date Certified

Resolution No. 2024-13

An Introductory Resolution to Vacate a portion of the street on Sixth Street in the Village of Edgar, Wisconsin described as:

STREET VACATION – Sixth Street – ((legal description is being created by T. Vreeland, will be inserted here)

WHEREAS, the Village of Edgar, Wisconsin, recognizes the need to evaluate and respond to the changing needs of the community; and

WHEREAS the Village Board have requested to proceed with a street Vacation within the jurisdiction of the Village of Edgar on November 11, 2024; and

WHEREAS the local authorities have conducted a preliminary review of the petition on October 7, 2024, and determined that it meets the basic legal requirements for consideration of a street vacation; and

WHEREAS, a public hearing will be held on November 11, 2024, to allow community members, property owners, and interested parties to provide their input on the proposed vacation (notice was provided to affected property owners on October 4, 2024, and will be published as a class 3 advertisement on October 16, October 23 and October 30, 2024;

NOW, THEREFORE, be it resolved by the Village of Edgar that a portion of West Street, more particularly described in Exhibit A attached hereto and incorporated by reference, is hereby vacated, and discontinued as a public right-of-way within the jurisdiction of the Village of Edgar, Wisconsin

The vacation of the property described in Exhibit A attached hereto and incorporated by reference shall be subject to the following conditions and restrictions:

The adjacent property owners shall be responsible for maintaining the vacated area in accordance with all applicable local ordinances.

Effective Date: This resolution shall take effect immediately upon passage.

Approved this 11th day of November by the Village Board of Village of Edgar, Wisconsin, with a vote of _____ in favor and _____ against.

Terry Lepak, Village President, Village of Edgar

Attest:

Jennifer Lopez, Village Administrator, Village of Edgar

****Exhibit A: Legal Description of Vacated Area****

