

**LAND MANAGEMENT COMMITTEE  
MEETING AGENDA  
Wednesday, October 18, 2017 – 6:00 p.m.  
County Board Room, Pierce County Courthouse,  
414 W. Main St. Ellsworth, WI 54011**

#	Action	Presenter
1	Call to order	Chair
2	Next meeting dates: November 1 <sup>st</sup> & 15 <sup>th</sup> , December 6 <sup>th</sup> and December 20 <sup>th</sup> , if necessary, all in 2017.	Chair
3	Approve minutes of the October 4, 2017 Land Management Committee meeting.	Chair
4	Public hearing to discuss and take action on a request for a conditional use permit for a Farm and Home Based Business for Automobile Repair and Restoration in the Agriculture Residential District, pursuant to Pierce County Code Chapter 240-36D, for William Janousek, owner on property located in the NW ¼ of the SW ¼ of Section 14, T26N, R15W, Town of Rock Elm, Pierce County, WI.	Adank
5	Discuss take action on a proposed Management Plan for a Duplex in the Primary Ag District for Paul & Judith Nielsen, owners on property located in the SW ¼ of the SE ¼ of Section 17, T26N, R16W, Town of El Paso, Pierce County, WI.	Roy
6	Discuss take action on Travel/Training Requests.	Pichotta
7	Future agenda items.	Pichotta
8	Adjourn	Members
Questions regarding this agenda may be made to the Department of Land Management at 715-273-6746.		
Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities requiring special accommodations for attendance at the meeting. For additional information or to make a request, contact the Administrative Coordinator at 715-273-6851.		

A quorum of County Board supervisors may be present.

(10/6/17)

# STAFF REPORT      LAND MANAGEMENT COMMITTEE

Land Management Committee Meeting, October 18, 2017

Agenda Item 4

**Applicant:** William Janousek (owner)

**Request:** Conditional Use Permit for a Farm and Home Based Business

**Background:** The applicant is requesting a Conditional Use Permit to operate an automobile repair and restoration shop at his residence in the Town of Rock Elm. The business is called Janousek Paint, Body, and Restoration.

Mr. Janousek has been operating an automobile repair and restoration shop for the past few years without benefit of a permit. The Land Management Department became aware of the business when Mr. Janousek called the department inquiring about the potential of rezoning his property from Ag Residential to Commercial. At that time Mr. Janousek was made aware that a Conditional Use Permit for a Farm and Home Based Business was a viable option.

Mr. Janousek owns a 15.01 acre parcel located at the end of 90<sup>th</sup> Street which is a dead end road. He is currently running his business out of a 32' x 62' garage with an attached 10' x 32' office space off the west side (total sq. ft. 2304). Mr. Janousek also has several other buildings that are under construction. He plans to move his work area into the new buildings upon their completion and use the existing garage for personal storage. The buildings Mr. Janousek plans to use for his business include:

- 10' x 20' office building.
- 24' x 28' paint booth building.
- 28' x 42' 3 stall garage building with a 12' x 12' service bay door.
- 24' x 20' personal garage which may have some storage for the business.
- A proposed 28' x 42' addition which will have 3 service bay doors that are each 10' x 10'.
- Total sq. ft. 3648.

## Issues Pertaining to the Request:

- The property is located in the NW ¼ of the SW ¼ in Section 14, T26N, R15W, Town of Rock Elm. The property is zoned Agriculture-Residential.
- The purpose of the Agriculture-Residential District is established to provide for the continuation of agricultural practices in areas of the county which have historically been devoted to farm operations while providing locations for rural housing opportunities without public sewer and certain recreational and other nonresidential uses.
- Adjacent properties are all zoned Agriculture-Residential.
- Adjacent land uses are agriculture and low density residential.
- Section 240-36(E) allows farm and home based businesses as accessory to single family residential uses subject to the following:
  1. The farm and home based business shall be conducted by the owner of the dwelling unit. No more than eight persons not residing on the site may be employed in the business.

2. If located in the dwelling unit, the farm and home business shall occupy no more than 50% of the dwelling unit. If located in an accessory building, the farm and home business shall not occupy an area greater than 5,000 square feet.
  3. Minimum lot size shall be 5 acres.
  4. Such other conditions as specified by the Land Management Committee pursuant to Sec. 240-76 shall apply.
- Mr. Janousek is self-employed and has no employees. Currently all of the business Mr. Janousek receives has been through word of mouth. He anticipates having a few employees in the future when he starts to advertise and business becomes too much for one person to handle.
  - 90th street is a dead end road that connects to County Road PP. There is one other driveway on 90th Street that serves the residence of David and Jackie Pille. The Pille driveway is approximately 200 feet north of William Janousek's driveway. The Pille residence is over 1500 feet from Mr. Janousek's buildings and is the nearest residence to the proposed business.
  - Equipment operated for this business: 2 above ground hoists, frame rack, auto rotisserie, air compressors, and other miscellaneous tools.
  - Mr. Janousek is looking into regulations for hazardous waste generators in order to properly dispose of all paint thinner, cleaning solvents, paint, etc.
  - Off-street parking per Pierce County Zoning Code Ch. 240-54(A) requires 3 spaces per service bay for auto repair.
  - Mr. Janousek anticipates UPS, Fed Ex, or semi deliveries a minimum of 5 times per week and a maximum of 20 times per week to his shop.
  - Hours of operation are 8 a.m. to 6 p.m. Monday thru Friday, or by appointment.
  - Bathroom facilities are located in the front office building. A 2000 gallon holding tank was installed in 2007.
  - Mr. Janousek plans to expand his driveway/parking area significantly by placing gravel between his existing garage to the east and the new garage to the west.
  - Mr. Janousek plans to place one advertising sign for his business at the entrance of his driveway.
  - The Rock Elm Town Board recommended approval of this request on 9-12-2017. The Town did not suggest any conditions or state any concerns.

**Recommendation:**

Staff recommends that the Land Management Committee determine whether or not approval of this request is contrary to the public interest and whether it would be detrimental or injurious to public health, public safety, or the character of the surrounding area. If found to be not contrary to the above, staff recommends the Land Management Committee approve this conditional use permit for a farm and home based business with the following conditions:

1. Activities shall be conducted as presented in the application unless modified by a condition of this CUP.
2. This use shall be established within 1 year of the CUP approval. The CUP shall be renewed again in 2 years. Permit may be renewed administratively if no compliance issues arise.
3. Applicant understands that expansion or intensification of this use will require modification to this conditional use permit.
4. The advertising sign shall not exceed 24 square feet, comply with the zoning code standards, and be located outside of road right-of-way. Necessary permits shall be secured for any future advertising signs.
5. Applicant shall comply with all applicable NR 662 hazardous waste generator standards.
6. There shall be a minimum of 12 parking spaces established when the proposed 28' x 40' addition has been completed.
7. Applicants shall work with Todd Dolan, Rock Elm Building Inspector, to determine whether or not commercial plan review and approval is required from Department of Safety & Professional Services and receive all necessary permits.
8. The entire business area shall not exceed 5,000 square feet.
9. No more than 8 persons not residing on-site shall be employed at the site at any given time.
10. The business shall be conducted by the owner of the dwelling unit.
11. A land use permit shall be obtained for all future structures prior to construction.

**Submitted By:** Adam Adank, Zoning Specialist



Janousek Residence  
 N5500 90TH ST

Existing Workshop

10' x 20'  
 Office/Bathroom

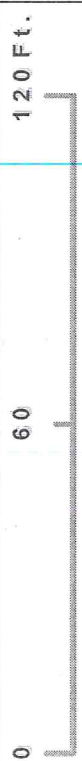
20' x 24'  
 Personal  
 Garage  
 & Storage

28' x 42'  
 Garage

24' x 28'  
 Paint Booth

Proposed  
 28' x 40'  
 Addition

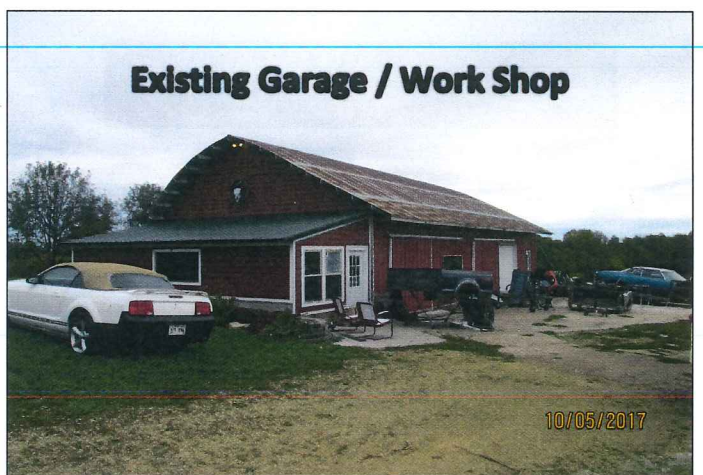
Approximate outline of area  
 that Mr. Janousek proposes to  
 turn into gravel parking lot



# Janousek CUP - Farm and Home Based Business

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.





William Janousek – CUP – Farm and Home Based Business – Automotive Repair & Restoration Shop



# Land Management Committee

William Janousek  
(October 18, 2017)  
CUP- Farm & Home Based Business  
(Automobile Repair & Restoration Shop)

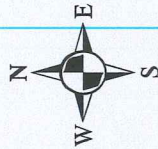
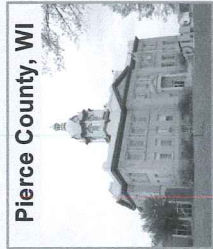
## Legend

-  Dwellings
-  Site
-  Parcels
-  Contours (10ft)

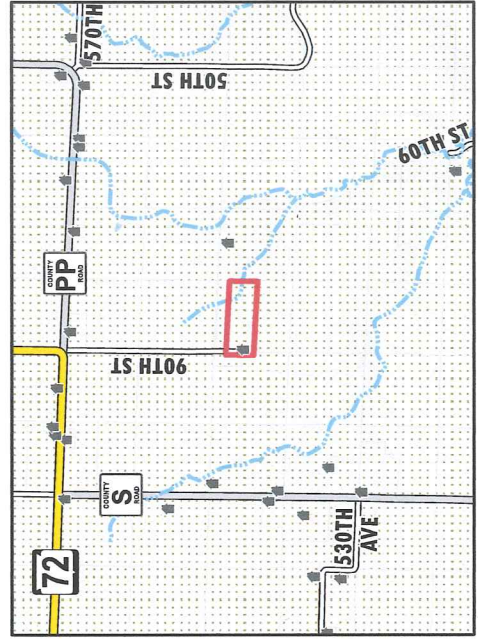
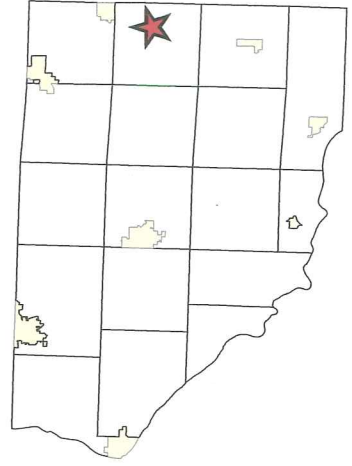
## Zoning

-  Agriculture - Residential

Orthophotography - 2015 Pierce County



**Site Location**  
N5500 90TH ST  
TOWN OF ROCK ELM



# STAFF REPORT    LAND MANAGEMENT COMMITTEE

Land Management Committee Meeting, October 18, 2017

Agenda Item 5

**Applicant:** Paul and Judith Nielsen

**Request:** Approval of a Management Plan for a Duplex

**Background:**

In 2009, Mr. and Mrs. Nielsen obtained a Conditional Use Permit for a Duplex on their 8.8 parcel located in Section 19 of the Town of El Paso. Since then Mr. Nielsen and a family member have occupied both dwelling units of the duplex.

Condition #4 states "If a party other than a family member wishes to reside in the duplex, a management plan must be approved by the Land Management Committee." The applicant anticipates renting one dwelling unit in the near future to a nonfamily member and has submitted a management plan for consideration.

**Issues Pertaining to the Request:**

- The legal description for the property is in the SE ¼ of the NW ¼ in Section 19, T24N, R15W, in the Town of El Paso. The property is zoned Primary Agriculture.
- The property owners will furnish heat, electricity, snow removal, garbage service and maintain grounds and the septic system.
- Staff has not received any complaints about the duplex.
- The existing conditions are:
  1. Landowner must occupy one of the residences on the property.
  2. Any deviation from the approved conditions requires the applicant apply for a new CUP.
  3. This CUP shall expire in 5 years or if compliance issues arise. The permit may be renewed administratively if no compliance issues arise.
  4. If a party other than a family member wishes to reside in the duplex, a management plan must be approved by the Land Management Committee.
  5. A second uniform address number is needed for this building per PCC 15-3C.
  6. The secondary driveway connection from this parcel to Hwy 72 shall be removed within 8 months of approval.
  7. This CUP shall not run with the land and shall be automatically invalidated by the sale or other transfer of title to this parcel of land.
- A copy of the proposed lease agreement/management plan is attached for your review and consideration. The lease agreement contains the typical provisions of a residential lease and appears to be based on a template. It should be noted that the Land Management Department does not typically get involved with lease agreements between parties when considering the establishment of uses.
- Staff is of the position that the lease agreement/management plan appears to be adequate.



Applicant: Nielsen  
Duplex Management Plan  
October 18, 2017

**Recommendation:**

Staff recommends that the Land Management Committee consider whether the proposed management plan is adequate to protect the public interest, public health and safety, and the character of the area.

If no changes are necessary, staff recommends that the proposed plan be approved as written. If changes are warranted, appropriate modifications should be identified and the amended plan approved.

**Submitted By:** Brad Roy, Zoning Administrator

**PAUL D & JUDITH I NIELSEN**  
**W4280 State Road 72**  
**Ellsworth WI 54011-5720**  
**1-715-307-2312**

October 4, 2017

PIERCE COUNTY WISCONSIN  
DEPT OF LAND MANAGEMENT  
PO BOX 647  
ELLSWORTH WI 54011.

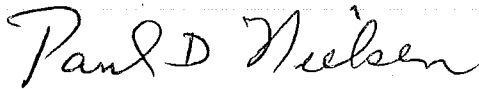
RE: Management Plan for Duplex

Gentlemen:

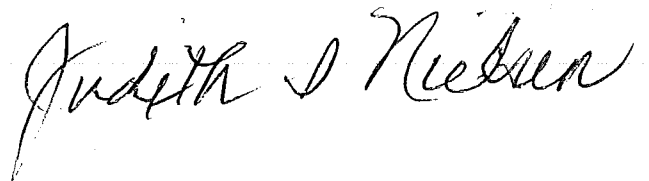
The address of the above-mentioned rental duplex is W4278 State Road 72,  
Ellsworth WI 54011. Owner to furnish Heat, Electricity, Snow removal, Garbage  
and maintain grounds and has full responsibility of the septic system.

Recycling is mandatory.

Sincerely,



Paul D Nielsen



Judith I Nielsen

# RESIDENTIAL LEASE AGREEMENT

This agreement, dated October 31, 2017, is between Paul & Judith Nielsen

## 1. LANDLORD:

The Landlord(s) and/or agent(s) is/are and will be referred to in this Lease Agreement as "Landlord."  
Paul & Judith Nielsen (Owner)

## 2. TENANT:

The Tenant(s) is/are:

and will be referred to in this Lease Agreement as "Tenant."

## 3. RENTAL PROPERTY:

The Landlord agrees to rent to the Tenant the property described as a(n) apartment located at W4278 State Road 72, Ellsworth, WI, 54011, which will be referred to in this Lease as the "Leased Premises."

## 4. TERM OF LEASE AGREEMENT:

The Lease Agreement will begin on

## 5. USE & OCCUPANCY OF PROPERTY:

The only person(s) living in the Leased Premises is/are:

## 6. RENT DUE:

- A. The amount of the Rent to be paid monthly.
- B. The rent is due in advance on or before the 1st day of each month. The rent due date is the date the Landlord must receive the Tenant's payment.

## 7. LATE FEE:

- A. If the rent or any other charges are not received by the Landlord on or before 5 days after the rent due date, Tenant must pay a late fee of \_\_\_\_\_ in addition to the rent.

## 8. RETURNED PAYMENTS:

A returned payment fee of \$ \_\_\_\_\_ will be added for all returned payments. A personal check will not be accepted as payment to replace a returned payment.

## 9. SECURITY DEPOSIT:

- A. The Tenant(s) have paid to the Landlord a Security Deposit of \_\_\_\_\_
- B. The Security Deposit is intended to pay the cost of damages, cleaning, excessive wear and tear, and unreturned keys once the Lease Agreement has ended and/or for any unpaid charges due by reason of Tenant's default of this Lease Agreement.

## 10. UTILITIES & SERVICES:

- A. Landlord will be responsible for the following utilities and services: Electricity, Water, and Gas

## 11. MAINTENANCE AND REPAIRS:

Landlord shall be responsible for repairs in or about the Leased Premises unless caused by the negligence of the Tenant. Tenant will be responsible for any repairs caused by his/her negligence.

- A. It is the responsibility of the Tenant to promptly notify the Landlord of the need for any repair of which the Tenant becomes aware.
- B. If any required repair is caused by the negligence of the Tenant and/or Tenant's guests, the Tenant will be fully responsible for the cost of the repair and/or replacement that may be needed.

**12. CONDITION OF PROPERTY:**

- A. The Tenant acknowledges that the Tenant has inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.
- B. The Tenant agrees that neither the Landlord nor his agent have made promises regarding the condition of the Leased Premises.
- C. The Tenant agrees to return the Leased Premises to Landlord at end of the Lease Agreement in the same condition it was at the beginning of the Lease Agreement.

**13. ENDING OR RENEWING THE LEASE AGREEMENT:**

- A. At the end of the Lease term, if the Landlord or the Tenant does not give any written notice to the other party to end this Lease, it will automatically continue on a month to month basis. To terminate this Lease at the end of the Lease term or any renewal thereof, the Landlord or the Tenant must give to the other party at least 14 days prior written notice before the last day of the Lease term or any renewal thereof.

**14. GOVERNING LAW:**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Wisconsin.

**15. ENTIRE AGREEMENT:**

**NOTICE:** This is an important LEGAL document.

- You may have an attorney review the Lease Agreement prior to signing it.

By signing this Lease Agreement, the Tenant certifies that he/she has read, understood and agrees to comply with all of the terms, conditions, Rules and Regulations of this Lease.

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord/Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

DISCLAIMER: This Free Residential Lease Agreement is ONLY a "basic lease template". All states have specific landlord tenant laws and residential lease requirements. This Lease has not been reviewed or approved for state specific use. This Lease must be used at Landlord's risk only. ezLandlordForms makes absolutely no representations regarding the legal effect of this lease.