AGENDA

Eau Claire County

Land Conservation Commission

Date: Monday April 8, 2024 **Time**: 1:00 pm **Location**: *Ag Resource Center, Room-103 & 104 227 1st Street West, Altoona, WI 54720*

Join WebEx Meeting:

https://eauclairecounty.webex.com/eauclairecounty/j.php?MTID=m5c6352d363fd88edb567d99d1be0735c

Meeting number: 25366364854, Password: 52Ujqq3P6dj

*Meeting audio can be listened to using this Audio conference dial in information.

Audio conference: 1-415-655-0001, Access Code: 25366364854##

For those wishing to make public comment, you must e-mail Chad Berge at

chad.berge@eauclairecounty.gov at least 30 minutes prior to the start of the meeting.

A majority of the county board may be in attendance at this meeting, however, only members of the committee may take action on an agenda item.

AGENDA

- 1. Call to order
- 2. Roll call
- 3. Confirmation of Compliance with Open Meeting Law
- 4. Public Comment Period
- 5. Review/Approval of March 18, 2024, meeting minutes (Discussion/Action) Pages 2-3
- 6. Review Vouchers and Ledger Update (Discussion) Page 4
- 7. Approval of new and/or previously authorized Cost-Share agreements (Discussion/Action) Pages 5-33
- 8. Review of the WI DNR Wildlife Damage Program Contract delegating program implementation to USDA Animal & Plant Health Inspection Service (Discussion/Action) Pages 34-46
- 9. Review of the 2025 DATCP Staffing Grant (Discussion/Action) Pages 47-49
- 10. Erickson Farmland Preservation Program Notice of Noncompliance (Discussion/Action) Pages 50-51
- 11. Committee, Staff and Agency Updates
 - a. Eau Claire River Watershed Coalition
 - b. Multi-Discharger Variance (MDV) program Perennial Forage Program Update
 - c. Land Stewardship Subcommittee
 - d. USDA-NRCS/FSA
 - e. DNR
 - f. UW-Extension
 - g. Beaver Creek Reserve Pages 52-59
 - h. Ascent Stormwater Database
- 12. Future Agenda items
- 13. Set date for next meeting
- 14. Adjourn

Prepared by: Holly Weigand

EAU CLAIRE COUNTY LAND CONSERVATION COMMISSION

MEETING MINUTES – MONDAY, MARCH 18, 2024 AG RESOURCE CENTER, Rm. 103 & 104 227 - 1ST STREET WEST, ALTOONA, WI 54720

Members Present: Robin Leary, Jodi Lepsch, Heather DeLuka, Jim Stensen, Glory Adams, Tami Schraufnagel, Missy

Christopherson, Ricky Strauch

Members Absent:

Staff Present: Tim Wucherer, Christina Rauh, Zach Mohr, Holly Weigand (LCD), Rod Eslinger (P&D)

Others Present: Liz Usborne (DNR), Kolby Grint (NRCS)

1) Call to order by Vice Chair

Chair Leary called the meeting to order at 1:00 pm.

2) Roll call

Roll call was taken. A quorum was present with 8 members in attendance.

3) Confirmation of Compliance with Open Meetings Law

Leary confirmed compliance with the open meetings law.

4) Public Comment Period

None.

5) Review/Approval of February 12, 2024, meeting minutes

DISCUSSION: The February 12, 2024, meeting minutes were reviewed.

ACTION: Motion by Adams to approve the minutes as presented. Motion carried, 7-0-0

6) Review Vouchers and Ledger Update

DISCUSSION: The February 2024 expenditures and revenues were reviewed.

*Ricky Strauch arrived at 1:03pm.

7) Approval of new and/or previously authorized Cost-Share agreements

DISCUSSION: No cost-share applications were previously authorized. The following cost-share applications were presented for approval:

Doug Graff - Nutrient Management (2024 NMFE) - \$500.00

Matthew Krenz - Nutrient Management (2024 NMFE) - \$1,250.00

Matthew Gabler - Nutrient Management (2024 NMFE Balance Funds) - \$500.00

Charles Scott - Nutrient Management (2024 NMFE) - \$1,000.00

Jody Larson – Nutrient Management (2024 NMFE Balance Funds) – \$1,000.00

ACTION: Motion by Lepsch to approve all cost-share agreements as presented. Motion carried, 8-0-0

8) SEG funding transfer to St. Croix County

DISCUSSION: Tim Wucherer gave a brief overview of the SEG funding and what it is used for. Eau Claire County will not use all the funds allotted.

ACTION: Motion by Christopherson to approve the SEG funding transfer to St. Croix County (\$25,000.00). Motion carried, 8-0-0

9) Wildlife Damage Program changes and USDA Wildlife Services Contract

DISCUSSION: Zach Mohr gave a brief overview of the Wildlife Damage Program. Members of the LCC discussed and agreed to have this looked over by Corporation Counsel. Suggested to have this continued at the next April 2024 meeting. **ACTION:** Motion by DeLuka to postpone to April 2024 meeting. Motion carried, 8-0-0

10) Committee, Staff and Agency Updates

Brief reviews and updates were provided.

a. Eau Claire River Watershed Coalition:

No new updates.

b. Multi-Discharger Variance (MDV) program:

Tim Wucherer gave an update on the Perennial Forage Program. Deadline to apply is March 25, 2024.

c. Land Stewardship Subcommittee:

No new updates.

d. USDA-NRCS / FSA:

Kolby gave a program update.

e. DNR-Forestry:

Zach Mohr gave an update that was sent from Jed Kaurich.

f. UW-Extension:

No new updates.

g. Beaver Creek Reserve

No new updates.

h. Ascent Stormwater Database

Some changes are needed for workflow, but overall the database is available and working.

11) Future Agenda Items

Wildlife Damage changes and USDA Wildlife Services Contract

12) Set date for next meeting

The next LCC meeting was set for April 08, 2024, at 1:00 pm.

13) Adjourn

Chari Leary adjourned the meeting at 1:50 p.m.

Respectfully submitted,

Chad Berge, LCC Clerk

Land Conservation Division 2024 Bills and Deposits

The following bills were sent to the Finance Department for payment.

The following bills were sent to the Finance Department for payment.

March

Invoices

Vendor	Description	Account #	Amount
		100-15-56922-829-701	
Paint Creek	Tree Sale	(2023)	\$ 2,680.00
Lake Eau Claire Protection &			
Rehab	Sediment Removal & Aeration	405-15-57730-829-000	\$ 21,277.19
Lake Eau Claire Protection &			
Rehab	Sediment Removal & Aeration	201-15-57730-829-000	\$ 21,799.74
Christina Rauh	Meal Reimbursement	100-15-56920-340-000	\$ 39.16
PayPal Pcard	Conference Registration	100-15-56920-340-000	\$ 325.00
RTK Mobile Pcard	GPS Data	100-15-56920-226-000	\$ 30.00
Voyager	Feb Fuel	100-15-56920-330-000	\$ 118.16
		Total	\$ 46,269.25

Deposits

The following deposits were taken to the Treasury Department to be processed.

Vendor	Description	Date	Account Number	Amo	ount Deposited
Moses Schrock	EC-24-03	3/13/2024	100-15-46820-000-000	\$	375.00
Rebecca Maug	SW-23-08 Financial Assurance	3/15/202	100-00-23172-000-000	\$	65,635.47
			Total	\$	66,010.47



APPLICANT INFORMATION

Name: John Ristau			TELEPHONE: (715) 495-7006		
Address: E 180	065 Haskins Roa	ad, Osseo, WI 547	58		<u> </u>
FARM LOCATION: _	25N	7W	16	Otter Creek	
	TOWN	RANGE	SECTION	TOWNSHIP	
AGREEMENT PE	ROVISIONS				
1. Cost Share D	DETAILS				
PRACTICE: N	utrient Manager	ment	Acres: _250	Cost Share Rate: \$2.00	ACRE

2. As a Cost Share Recipient, I agree to:

COST SHARE SOURCE: 2024 NMFE

- A. Submit a copy of the certified Nutrient Management Plan and all materials, including current soil samples, by the end of the calendar year.
 - a. Soil samples can be no older than 4 years.
 - b. Soil samples must be taken at a minimum rate of 1 sample per 5 acres.
 - c. Implement and annually update the nutrient management plan once it has been approved by a Certified Nutrient Management Planner.

TOTAL COST SHARE AMOUNT: \$ 500.00

- B. Develop and implement a Conservation Plan that meets tolerable soil loss "T".
- C. Notify Eau Claire County Land Conservation Division staff immediately if I decide to withdraw from this agreement.

3. THE LAND CONSERVATION DIVISION AGREES TO:

- A. Reimburse the Applicant at the cost share rate (above) when:
 - a. The Land Conservation Commission has approved this Agreement;
 - b. A Soil and Water Resource Management Grant Program Cost Share Contract has been signed by the Applicant and all Landowners (if applicable)
 - c. A Nutrient Management Plan has been submitted that meets NRCS Practice Standard 590 & Technical Note WI-1.

PLANNING & DEVELOPMENT DEPARTMENT • LAND CONSERVATION DIVISION

721 Oxford Ave. Suite 3344, Eau Claire, WI 54703 • O: 715-839-6226 • F: 715-831-5802

	ring for the practice (s) listed o		t and agree to instal	l and maintain
the practice(s) in	accordance with the "Agreeme	nt Provisions" listed:	2/8/24	,
Applicant Signature			DATE	
LAND CONSER	VATION COMMISSION ACTION:	☐ Approve	☐ DENY	
LAND CONSERVATION	I COMMISSION MEMBER		DATE	
	FOR C	OFFICE USE ONLY		
WI-1: LAND CONSERVATION D	IVISION TECHNICIAN		DATE	
	TOTAL ACRES		ACRES	
	COST SHARE RATE	\$	PER ACRE	
	Total Cost Share Amount	\$		
	COST SHARE SOURCE			
COUNTY IN THE AMO		ID IS ELIGIBLE TO RECEIVE THE C		om Eau Claire
LAND CONSERVATION D	IVISION MANAGER		DATE	

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APPLICANT INFORMATION

NAME: Timothy	y Bluem				
Address: S 109	20 Tri Mountai	in Road, Osseo, WI	54758	Landrick state discount keys me	usna Danai
FARM LOCATION: _	25N	8W	1	Clear Cree	k
	TOWN	RANGE	SECTION	TOWNSHIP	
AGREEMENT PE 1. COST SHARE D		ement	Acres: 140	Cost Share Rate: \$ 2.00	/ACRE
		MFE Balance Fund		L Cost Share Amount: \$ 280.00	, None

2. As a Cost Share Recipient, I agree to:

- A. Submit a copy of the certified Nutrient Management Plan and all materials, including current soil samples, by the end of the calendar year.
 - a. Soil samples can be no older than 4 years.
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	accordance with the "Agreeme	nt Provisions" listed:		
APPLICANT SIGNATURE	» Bh-		<u> </u>	
LAND CONSERV	ATION COMMISSION ACTION:	☐ Approve	☐ DENY	
Land Conservation	COMMISSION MEMBER		DATE	
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LAND CONSERVATION DIV	vision Technician		DATE	
	TOTAL ACRES		ACRES	
	Cost Share Rate	\$	PER ACRE	
	TOTAL COST SHARE AMOUNT	\$		
	COST SHARE SOURCE			
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LAND CONSERVATION DIV	JISION MANAGER		DATE	

I request cost sharing for the practice (s) listed on Page 1 of this agreement and agree to install and maintain

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APPLICANT INFORMATION

Name: Joseph	Matz			TELEPHONE:	(715) 586-0781	
Address: S 113	24 County Ro	ad D, Strum, WI 54770	<u></u>		200 0 0 00 0 00	
FARM LOCATION: _	25N	8W	8		Clear Creek	
	TOWN	RANGE	SECTION		TOWNSHIP	
AGREEMENT PR	ROVISIONS					

1. COST SHARE DETAILS

PRACTICE:	Nutrient Management	ACRES:	244	Cost Share Rate: \$ 4.00	ACRE
Cost Shar	e Source: 2024 NMFE			Total Cost Share Amount: \$ 976.00	

2. As a Cost Share Recipient, I agree to:

- A. Submit a copy of the certified Nutrient Management Plan and all materials, including current soil samples, by the end of the calendar year.
 - a. Soil samples can be no older than 4 years.
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LAND CONSERVATION D	IVISION MANAGER		DATE	



APPLI	CANT	INFORM	NATION
AFFLI	CHIVI	INFORM	MAIION

Name: Zachar	ey Vollbrecht			TELEPHONE: ((715) 456-1519	
Address: 2602	280th St, Cado	ott, 54727		<u> </u>	<u>an de anticia</u>	-33 - 1 1
FARM LOCATION: _	27N	7W	13		Ludington	
	TOWN	RANGE	SECTION		TOWNSHIP	
						3,412,510
AGREEMENT PI	ROVISIONS					
1. Cost Share [DETAILS					
PRACTICE: N	utrient Manage	ment	_ Acres: _250	Cost Share	RATE: \$ 4.00	ACRE

2. As a Cost Share Recipient, I agree to:

- A. Submit a copy of the certified Nutrient Management Plan and all materials, including current soil samples, by the end of the calendar year.
 - a. Soil samples can be no older than 4 years.

Cost Share Source: 2024 NMFE Balance Funds

- b. Soil samples must be taken at a minimum rate of 1 sample per 5 acres.
- c. Implement and annually update the nutrient management plan once it has been approved by a Certified Nutrient Management Planner.

TOTAL COST SHARE AMOUNT: \$ 1,000.00

- B. Develop and implement a Conservation Plan that meets tolerable soil loss "T".
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LAND CONSERVATION	N COMMISSION MEMBER		DATE	-
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I certify that the I	Nutrient Management Plan sub	mitted meets NRCS Practi	ce Standard 590 and Ted	chnical Note
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	COST SHARE RATE	\$	PER ACRE	
	T C C A		TENACKE	
	TOTAL COST SHARE AMOUNT	\$		
	COST SHARE SOURCE			
T			_	_
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COUNTY IN THE AMO	UNT SHOWN ABOVE:			
1 6				
Land Conservation D	IVISION MANAGER		DATE	

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APPLICANT INFORMATION

Name: George	Peck			TELEPHONE: (715) 894-7773	
Address: 2250	County Road F	P, Chippewa Falls	s, WI 54729		and our side
FARM LOCATION: _	27N	8W	6	Seymour	
	TOWN	RANGE	SECTION	TOWNSHIP	
AGREEMENT PI 1. COST SHARE E PRACTICE: N		ment	Acres: _247	Cost Share Rate: \$4.00	/ACRE
Cost Share So	OURCE: 2024 NI	MFE	Тотаl	Cost Share Amount: \$ \$988.00	

2. As a Cost Share Recipient, I agree to:

- A. Submit a copy of the certified Nutrient Management Plan and all materials, including current soil samples, by the end of the calendar year.
 - a. Soil samples can be no older than 4 years.
 - b. Soil samples must be taken at a minimum rate of 1 sample per 5 acres.
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- B. Develop and implement a Conservation Plan that meets tolerable soil loss "T".
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Where Communities Come Together

	ring for the practice (s) listed on accordance with the "Agreeme		t and agree to insta	l and maintain
\wedge	ller Dairy By H		3-/4 DATE	-2024
LAND CONSERV	ATION COMMISSION ACTION:	☐ Approve	☐ DENY	
LAND CONSERVATION	Commission Member		DATE	
	FOR C	OFFICE USE ONLY		
WI-1: LAND CONSERVATION DIV	/ision Technician		DATE	
	TOTAL ACRES		ACRES	
	COST SHARE RATE	\$	PER ACRE	
	TOTAL COST SHARE AMOUNT	\$		
	COST SHARE SOURCE			
THE APPLICANT HAS M COUNTY IN THE AMOU		D IS ELIGIBLE TO RECEIVE THE CO	DST SHARE PAYMENT FRO	m Eau Claire
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APPLICANT INFORMATION	
NAME: Steur Stier	TELEPHONE: 715 - 797-234
ADDRESS: 5/3851 Flish Rd	
FARM LOCATION: Clear Milek	
TOWN RANGE SECTION	TOWNSHIP
AGREEMENT PROVISIONS	
1. Cost Share Details	
PRACTICE: Nutrient Management Acres: 2	COST SHARE RATE: \$ 5,00 /ACRE
COST SHARE SOURCE: 2024 NMFE	TOTAL COST SHARE AMOUNT: \$ 1,250,00

- 2. As a Cost Share Recipient, I agree to:
 - A. Submit a copy of the certified Nutrient Management Plan and all materials, including current soil samples, by the end of the calendar year.
 - a. Soil samples can be no older than 4 years.
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EAU CLAIRE COUNTY LAND CONSERVATION DIVISION COST SHARE AGREEMENT I request cost sharing for the practice (s) listed on Page 1 of this agreement and agree to install and maintain the practice(s) in accordance with the "Agreement Provisions" listed: 3-25-24 APPLICANT SIGNATURE DATE DENY APPROVE **LAND CONSERVATION COMMISSION ACTION:** LAND CONSERVATION COMMISSION MEMBER DATE FOR OFFICE USE ONLY I certify that the Nutrient Management Plan submitted meets NRCS Practice Standard 590 and Technical Note WI-1: LAND CONSERVATION DIVISION TECHNICIAN DATE TOTAL ACRES **ACRES COST SHARE RATE** \$ PER ACRE \$ **TOTAL COST SHARE AMOUNT COST SHARE SOURCE** THE APPLICANT HAS MET ALL PROGRAM REQUIREMENTS AND IS ELIGIBLE TO RECEIVE THE COST SHARE PAYMENT FROM EAU CLAIRE COUNTY IN THE AMOUNT SHOWN ABOVE:

PLANNING & DEVELOPMENT DEPARTMENT • LAND CONSERVATION DIVISION
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LAND CONSERVATION DIVISION MANAGER

LCD@co.eau-claire.wi.us • www.co.eau-claire.wi.us

DATE



APPLICANT INFORMATION

Name:Tyler Hart			Telephone: (715) 878-4829		
Address: S 136	05 County Ro	ad D, Strum, WI, 5	4770	and the substituted become see	<u>ustowal</u>
FARM LOCATION:	25N	8W	21	Clear Creek	
	TOWN	RANGE	SECTION	TOWNSHIP	
AGREEMENT PR	ROVISIONS				
1. Cost Share D	ETAILS				
PRACTICE: N	utrient Manage	ement	_ Acres: _243	Cost Share Rate: \$5.00	ACRE
COST SHADE SO	NIBCE: 2024 N	MFF	Total	COST SHARE AMOUNT: \$ \$1,215.00	

2. As a Cost Share Recipient, I agree to:

- A. Submit a copy of the certified Nutrient Management Plan and all materials, including current soil samples, by the end of the calendar year.
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the practice(s) in a	ccordance with the "Agreemen	t Provisions" listed:		
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APPLICANTSIGNATURE				
v			DATE	
LAND CONSERV	ATION COMMISSION ACTION:	☐ Approve	☐ D ENY	
LAND CONSERVATION (COMMISSION MEMBER		DATE	
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WI-1:	utrient Management Plan subm			
LAND CONSERVATION DIV	ISION TECHNICIAN	,	DATE	
	TOTAL ACRES		ACREC	
	COST SHARE RATE	\$	ACRES	
	Total Cost Share Amount	\$	PER ACRE	
	Cost Share Source			
The applicant has m County in the amou	ET ALL PROGRAM REQUIREMENTS AND NT SHOWN ABOVE:	IS ELIGIBLE TO RECEIVE THE CO	ST SHARE PAYMEN	t from Eau Claire
LAND CONSERVATION DIV	ISION MANAGER		DATE	



APPLICANT INFORMATION

Name: Walker	Brothers			TELEPHONE: (715) 579-0185
Address: S 139	00 County Ro	ad G, Augusta, WI 5	54722	
FARM LOCATION:	25N	6W	19	Bridge Creek
	TOWN	RANGE	SECTION	TOWNSHIP

AGREEMENT PROVISIONS

1. COST SHARE DETAILS

PRACTICE: N	lutrient Management	Acres:	250	Cost Share Rate: \$5.00	ACRE
Cost Share S	ource: 2024 NMFE Balance	Funds	1	OTAL COST SHARE AMOUNT: \$ \$1,250.00	

2. As a Cost Share Recipient, I agree to:

- A. Submit a copy of the certified Nutrient Management Plan and all materials, including current soil samples, by the end of the calendar year.
 - a. Soil samples can be no older than 4 years.
 - b. Soil samples must be taken at a minimum rate of 1 sample per 5 acres.
 - c. Implement and annually update the nutrient management plan once it has been approved by a Certified Nutrient Management Planner.
- B. Develop and implement a Conservation Plan that meets tolerable soil loss "T".
- C. Notify Eau Claire County Land Conservation Division staff immediately if I decide to withdraw from this agreement.

3. THE LAND CONSERVATION DIVISION AGREES TO:

- A. Reimburse the Applicant at the cost share rate (above) when:
 - a. The Land Conservation Commission has approved this Agreement;
 - b. A Soil and Water Resource Management Grant Program Cost Share Contract has been signed by the Applicant and all Landowners (if applicable)
 - c. A Nutrient Management Plan has been submitted that meets NRCS Practice Standard 590 & Technical Note WI-1.

PLANNING & DEVELOPMENT DEPARTMENT • LAND CONSERVATION DIVISION

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LCD@co.eau-claire.wi.us • www.co.eau-claire.wi.us

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the practice(s) in	accordance with the "Agreeme	nt Provisions" listed:	-	
Crex	Walker		4/2/2	V
APPLICANT SIGNATURE			DATE	,
LAND CONSERV	ATION COMMISSION ACTION:	☐ Approve	☐ DENY	
LAND CONSERVATION	COMMISSION MEMBER		DATE	
	FOR C	OFFICE USE ONLY		AND THE PERSON NAMED IN COLUMN 1973
Land Conservation Di	vision Technician		DATE	
	TOTAL ACRES		ACRES	
	COST SHARE RATE	\$	PER ACRE	
	TOTAL COST SHARE AMOUNT	\$		
	COST SHARE SOURCE			
COUNTY IN THE AMOU		D IS ELIGIBLE TO RECEIVE THE CO		ΓFROM EAU CLAIRE
LAND CONSERVATION DI	VISION IVIANAGER		DATE	

I request cost sharing for the practice (s) listed on Page 1 of this agreement and agree to install and maintain

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APPLICANT INFORMATION

NAME: _	Mitchel	II McKaig				TELEPHONE:	(701) 212-5424	
Address	1720	3rd Street South,	Moorhead,	MN 56560,	mitchell.mckai	ig@crs.farm		
FARM LO	CATION:	25N	9W		13		Pleasant Valley	
		TOWN	RANGE	S	ECTION		TOWNSHIP	
	200		Variation .			Contract of		
AGREEI	MENT P	ROVISIONS						
1. COST	SHARE I	DETAILS						

PRACTICE: Nutrient Management	Acres: 190	Cost Share Rate: \$4	ACRE
Cost Share Source: 2023 NMFE Grant	To	TAL COST SHARE AMOUNT: \$ 760.00	

2. As a Cost Share Recipient, I agree to:

- A. Submit a copy of the certified Nutrient Management Plan and all materials, including current soil samples, by the end of the calendar year.
 - a. Soil samples can be no older than 4 years.
 - b. Soil samples must be taken at a minimum rate of 1 sample per 5 acres.
 - c. Implement and annually update the nutrient management plan once it has been approved by a Certified Nutrient Management Planner.
- B. Develop and implement a Conservation Plan that meets tolerable soil loss "T".
- C. Notify Eau Claire County Land Conservation Division staff immediately if I decide to withdraw from this agreement.

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- A. Reimburse the Applicant at the cost share rate (above) when:
 - a. The Land Conservation Commission has approved this Agreement;
 - b. A Soil and Water Resource Management Grant Program Cost Share Contract has been signed by the Applicant and all Landowners (if applicable)
 - c. A Nutrient Management Plan has been submitted that meets NRCS Practice Standard 590 & Technical Note WI-1.

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	aring for the practice (s) listed o		t and agree to install	and maintain
the practice(s) in	accordance with the "Agreeme	ent Provisions" listed:		
Mila	N		5-11-23	
APPLICANT SIGNATURE)			
			DATE	
LAND CONSER	VATION COMMISSION ACTION:	☐ A pprove	☐ DENY	٠.,
LAND CONSERVATION	COMMISSION MEMBER		DATE	
	FOR (OFFICE USE ONLY		
	TONC	STRICE OSE ONET		
I certify that the NWI-1:	Nutrient Management Plan sub	mitted meets NRCS Practi	ce Standard 590 and T	Fechnical Note
LAND CONSERVATION D	IVISION TECHNICIAN		DATE	
	Total Acres			
	COST SHARE RATE		ACRES	
		\$	PER ACRE	
	TOTAL COST SHARE AMOUNT	7		
	COST SHARE SOURCE			
THE APPLICANT HAS N COUNTY IN THE AMO	MET ALL PROGRAM REQUIREMENTS AN UNT SHOWN ABOVE:	ID IS ELIGIBLE TO RECEIVE THE CO	OST SHARE PAYMENT FROM	EAU CLAIRE
LAND CONSERVATION D	IVISION MANAGER		DATE	

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Δ	DDI	ICA	NIT	INFO	DAAA	TION
\boldsymbol{H}	PPL	ILA	IV 1	INFUI	$\tau i \nu i \mu$	HUIN

Name: Andrew & Donna Odegard				TELEPHONE: (715) 926-5647		
Address: S 134	65 County Ro	ad Z, Mondovi, WI 5	54755			
FARM LOCATION:	25N	10W	20-	Drammen		
	TOWN	RANGE	SECTION	TOWNSHIP		
AGREEMENT PR						

1. COST SHARE DETAILS

PRACTICE: Nutrient Management	ACRES:	82	Cost Share Rate: \$1	ACRE
Cost Share Source: 2024 NMFE			TOTAL COST SHARE AMOUNT: \$ 82.00	

2. As a Cost Share Recipient, I agree to:

- A. Submit a copy of the certified Nutrient Management Plan and all materials, including current soil samples, by the end of the calendar year.
 - a. Soil samples can be no older than 4 years.
 - b. Soil samples must be taken at a minimum rate of 1 sample per 5 acres.
 - c. Implement and annually update the nutrient management plan once it has been approved by a Certified Nutrient Management Planner.
- B. Develop and implement a Conservation Plan that meets tolerable soil loss "T".
- C. Notify Eau Claire County Land Conservation Division staff immediately if I decide to withdraw from this agreement.

3. THE LAND CONSERVATION DIVISION AGREES TO:

- A. Reimburse the Applicant at the cost share rate (above) when:
 - a. The Land Conservation Commission has approved this Agreement;
 - b. A Soil and Water Resource Management Grant Program Cost Share Contract has been signed by the Applicant and all Landowners (if applicable)
 - c. A Nutrient Management Plan has been submitted that meets NRCS Practice Standard 590 & Technical Note WI-1.

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	ring for the practice (s) listed on accordance with the "Agreeme	_	t and agree to instal	ll and maintain
\bigcirc	accordance with the Agreeme	THE PROVISIONS HISTER.	12-19	-23
Applicant Signature			DATE	
LAND CONSERV	ATION COMMISSION ACTION:	☐ Approve	☐ DENY	
LAND CONSERVATION	COMMISSION MEMBER		DATE	
	FOR C	OFFICE USE ONLY		eng emissi nasil.
WI-1: LAND CONSERVATION DIV	vision Technician		DATE	
	TOTAL ACRES		ACRES	
	COST SHARE RATE	\$	PER ACRE	
	TOTAL COST SHARE AMOUNT	\$		
	COST SHARE SOURCE			
The applicant has m County in the amou	IET ALL PROGRAM REQUIREMENTS AN JNT SHOWN ABOVE:	ID IS ELIGIBLE TO RECEIVE THE CO	OST SHARE PAYMENT FRO	om Eau Claire
Land Conservation Div	vision Manager		DATE	

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MULTI-DISCHARGER VARIANCE CONTRACT MDV-24-01

LANDOWNER INFORMATION

NAME: DEREK FRANK	TELEPHONE: 715-533-9965
ADDRESS: S12198 SENSKE RD. AUGUSTA, WI 54722	
Field Location: 01610330600, 016103302000, 016103108020	
LIST PARCELS THE FIELD IS LOCATED IN & ATTACH A MAP OUTLINING	THE FIELD

AGREEMENT PROVISIONS

1. COST SHARE DETAILS

PRACTICE: NRCS FORAGE & BIOMASS PLANTING (512) ACRES	COST SHARE RATE: \$125 PER ACRE
COST SHARE SOURCE: WI DNR MULTI-DISCHARGER VARIANCE PROGRAM	ESTIMATED COST SHARE AMOUNT: \$2,500.00

2. As a Cost Share Recipient, I agree to:

- A. Prepare seedbed, buy seed, and plant a perennial forage mix to include a legume, sod forming grass and a bunch forming grass. Seed mix to be approved by the LCD prior to planting.
- B. Apply nutrients based on a Land Conservation Division approved nutrient management plan.
- C. The fields listed, binding to this contract, will remain in perennial forage for 5 years.
- D. This contract will expire on December 31, 2028.
- E. The landowner will provide the LCD with a minimum 60-day notice if the land transfers ownership or if this contract is terminated.
- F. The landowner will provide a copy of this contract prior to closing and will be binding to the new owner.
- G. If the contract is terminated, the withdrawing landowner will pay back all cost share funds and a penalty to include 2 times the cost share amount.
- H. The landowner agrees to maintain NR 151 continuing compliance as outlined in the signed "Notice of Continuing Compliance with Administrative Code NR 151".

3. THE LAND CONSERVATION DIVISION AGREES TO:

- A. Reimburse the Applicant at the cost share rate above when:
 - a. The Land Conservation Commission has approved this contract.
 - b. This contract has been signed by all landowners as shown on the recorded deed.
 - c. A nutrient management plan has been submitted that meets NRCS practice standard 590 and Technical Note WI-1.
 - d. The field has been seeded to the approved seed mix.
 - e. Seed tags are submitted verifying the correct species and rates have been applied.
 - f. An itemized invoice is submitted listing the costs incurred by the applicant.

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4. GENERAL CONTRACT CONDITIONS:

A. Indemnification. Cost share recipient shall indemnify, hold harmless, and defend County from any loss, liability, cost, or expense, including attorney fees, arising out of, related to, or connected with the administration of this program.

- B. Modifications to Contract. There shall be no modifications to this contract except in writing, signed and agreed to by Eau Claire County Land Conservation Division.
- C. Notices. Notices required or deemed advisable under this contract shall be in writing and delivered personally or by registered or certified mail to: Eau Claire County LCD, 721 Oxford Ave, Suite 3344, Eau Claire, WI 54703.
- D. Applicable Law. This contract shall be governed under the laws of the United States and State of Wisconsin. The venue for any legal action arising from this contract shall be in Eau Claire County Circuit Court.

_	S	eed mix	
	Legume:	pounds/acre	
	BUNCH GRASS:	pounds/acre	
	BUNCH GRASS:	POUNDS/ACRE	
	SOD FORMING GRASS:	pounds/acre	
_	FERTILIZER F	RECOMMENDATIONS	
	Nitrogen:	pounds/acre	
	Phosphorus:	pounds/acre	
	Potassium:	POUNDS/ACRE	
	Manure:	pounds/acre	
LAND CONSERVATIO	N COMMISSION ACTION:	☐ APPROVE ☐ DENY	
Land Conservation Comm	IISSION MEMBER	DATE	

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LCD@eauclairecounty.gov • www.eauclairecounty.gov

Both parties hereto having read and understood the entirety of this contract and hereby affix their duly authorized signatures:				
LANDOWNER SIGNATURE	DATE			
LANDOWNER SIGNATURE	DATE			
LANDOWNER SIGNATURE	DATE			
LAND CONSERVATION DIVISION MANAGER	DATE			

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MULTI-DISCHARGER VARIANCE CONTRACT MDV-24-02

LANDOWNER INFORMATION

NAME: LARRY WATHKE & DALE WATHKE	TELEPHONE: <u>715-797-2691</u>
ADDRESS: S9866 COUNTY RD K, FALL CREEK, WI 54742	
Field Location: 012107408010, 012107410000	
LIST PARCELS THE FIELD IS LOCATED IN & ATTACH A MAP OUTL	LINING THE FIELD

AGREEMENT PROVISIONS

1. COST SHARE DETAILS

PRACTICE: NRCS Forage & BIOMASS PLANTING (512) ACR	ES: 18.6 COST SHARE RATE: \$125 PER ACRE	-
COST SHARE SOURCE: WI DNR MULTI-DISCHARGER VARIANCE PROGRAM	ESTIMATED COST SHARE AMOUNT: \$2,325.00	

2. As a Cost Share Recipient, I agree to:

- A. Prepare seedbed, buy seed, and plant a perennial forage mix to include a legume, sod forming grass and a bunch forming grass. Seed mix to be approved by the LCD prior to planting.
- B. Apply nutrients based on a Land Conservation Division approved nutrient management plan.
- C. The fields listed, binding to this contract, will remain in perennial forage for 5 years.
- D. This contract will expire on December 31, 2028.
- E. The landowner will provide the LCD with a minimum 60-day notice if the land transfers ownership or if this contract is terminated.
- F. The landowner will provide a copy of this contract prior to closing and will be binding to the new owner.
- G. If the contract is terminated, the withdrawing landowner will pay back all cost share funds and a penalty to include 2 times the cost share amount.
- H. The landowner agrees to maintain NR 151 continuing compliance as outlined in the signed "Notice of Continuing Compliance with Administrative Code NR 151".

3. THE LAND CONSERVATION DIVISION AGREES TO:

- A. Reimburse the Applicant at the cost share rate above when:
 - a. The Land Conservation Commission has approved this contract.
 - b. This contract has been signed by all landowners as shown on the recorded deed.
 - c. A nutrient management plan has been submitted that meets NRCS practice standard 590 and Technical Note WI-1.
 - d. The field has been seeded to the approved seed mix.
 - e. Seed tags are submitted verifying the correct species and rates have been applied.
 - f. An itemized invoice is submitted listing the costs incurred by the applicant.

PLANNING & DEVELOPMENT DEPARTMENT • LAND CONSERVATION DIVISION

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4. GENERAL CONTRACT CONDITIONS:

A. Indemnification. Cost share recipient shall indemnify, hold harmless, and defend County from any loss, liability, cost, or expense, including attorney fees, arising out of, related to, or connected with the administration of this program.

- B. Modifications to Contract. There shall be no modifications to this contract except in writing, signed and agreed to by Eau Claire County Land Conservation Division.
- C. Notices. Notices required or deemed advisable under this contract shall be in writing and delivered personally or by registered or certified mail to: Eau Claire County LCD, 721 Oxford Ave, Suite 3344, Eau Claire, WI 54703.
- D. Applicable Law. This contract shall be governed under the laws of the United States and State of Wisconsin. The venue for any legal action arising from this contract shall be in Eau Claire County Circuit Court.

	Seed mix	
Legume:	pounds/acre	
Bunch Grass:	pounds/acre	
Bunch Grass:	POUNDS/ACRE	
SOD FORMING GRASS:	pounds/acre	
Fertiliz	zer Recommendations	
Nitrogen:	pounds/acre	
PHOSPHORUS:	pounds/acre	
POTASSIUM:	POUNDS/ACRE	
MANURE:	pounds/acre	
LAND CONSERVATION COMMISSION ACTION:	\square Approve \square Deny	
Land Conservation Commission Member	DATE	

PLANNING & DEVELOPMENT DEPARTMENT • LAND CONSERVATION DIVISION

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authorized signatures:			
LANDOWNER SIGNATURE	DATE		
LANDOWNER SIGNATURE	DATE		
Landowner Signature	DATE		
LAND CONSERVATION DIVISION MANAGER	DATE		

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Multi-discharger variance Contract MDV-24-03

LANDOWNER INFORMATION

NAME: WALLER REVOCABLE GRANTOR TRUST		TELEPHONE: 713-200-2019
	1 5 4 7 2 2	
ADDRESS: S10010 COUNTY RD V AUGUSTA, W	134/22	
FIELD LOCATION: <u>012108101000</u>		
List Parcels the field is located in $\&$,	ATTACH A MAP OUTLINING THE	FIELD
AGREEMENT PROVISIONS		
1. Cost Share Details		
PRACTICE: NRCS Forage & Biomass Planting (512)	ACRES: 9.5	COST SHARE RATE: \$125 PER ACRE
COST SHADE SOUDCE: WILDING MULTI DISCUADOSD VADIAN	CE DROCDAM FETIMATED C	OCT SHADE AMOUNTS \$1 107 EO

2. As a Cost Share Recipient, I agree to:

- A. Prepare seedbed, buy seed, and plant a perennial forage mix to include a legume, sod forming grass and a bunch forming grass. Seed mix to be approved by the LCD prior to planting.
- B. Apply nutrients based on a Land Conservation Division approved nutrient management plan.
- C. The fields listed, binding to this contract, will remain in perennial forage for 5 years.
- D. This contract will expire on December 31, 2028.
- E. The landowner will provide the LCD with a minimum 60-day notice if the land transfers ownership or if this contract is terminated.
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 - d. The field has been seeded to the approved seed mix.
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- D. Applicable Law. This contract shall be governed under the laws of the United States and State of Wisconsin. The venue for any legal action arising from this contract shall be in Eau Claire County Circuit Court.

_	S	eed mix	
	Legume:	pounds/acre	
	BUNCH GRASS:	pounds/acre	
	BUNCH GRASS:	POUNDS/ACRE	
	SOD FORMING GRASS:	pounds/acre	
_	FERTILIZER F	RECOMMENDATIONS	
	Nitrogen:	pounds/acre	
	Phosphorus:	pounds/acre	
	Potassium:	POUNDS/ACRE	
	Manure:	pounds/acre	
LAND CONSERVATION	N COMMISSION ACTION:	☐ APPROVE ☐ DENY	
Land Conservation Comm	IISSION MEMBER	DATE	

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Both parties hereto having read and understood the entirety of this contract and hereby affix their duly authorized signatures:				
LANDOWNER SIGNATURE	DATE			
LANDOWNER SIGNATURE	DATE			
LANDOWNER SIGNATURE	DATE			
LAND CONSERVATION DIVISION MANAGER	DATE			

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<u>LCD@eauclairecounty.gov</u> • <u>www.eauclairecounty.gov</u>

Where Communities Come Together

WS Agreement Number: <u>23-7255-0044-RA</u> WBS: <u>AP.RA.RX55.72.XXXX</u>

COOPERATIVE SERVICE AGREEMENT between EAU CLAIRE COUNTY and

WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) and

UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to cooperate in a County/State/Federal black bear, white-tailed deer, elk, cougar, Canada goose, wild turkey and Sandhill crane damage management program. The primary objective is to provide commercial agricultural producers the necessary technical and/or operational assistance in identifying, abating, managing, and assessing damage with the species listed.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

- 1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
- 2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
- 3. All equipment with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use on this project shall be subject to disposal according to APHIS policy, and shall be specifically listed in the attached work plan and financial plan. Property title/disposal shall be determined when this project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to APHIS policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of \$5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
- The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

The County (Cooperator) agrees:

To designate the following as the authorized representative who shall be representative who shall be responsible for collaboratively administering the
activities conducted in this agreement;

Eau Claire County Cooperator Representative: Chad Berge Land Conservation Manager 721 Oxford Ave, Suite 3344 Eau Claire, WI 54703 715-839-4784 Chad.Berge@eauclairecounty.gov

WDNR Representative: Brad Koele Wildlife Damage Specialist WDNR Bureau of Wildlife Management 8770 Hwy J Woodruff, WI 54568 608-576-3914 Bradley.Koele@wisconsin.gov

2. To authorize APHIS-WS to conduct direct control activities and/or technical assistance to reduce commercial agricultural damage associated to wildlife damage caused by the species identified in the Work Plan. Activities are defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by Wildlife Damage Abatement and Claims Program (WDACP) enrollees. These program enrollees will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.

County WDACP

WS Agreement Number: <u>23-7255-0044-RA</u> WBS: <u>AP.RA.RX55.72.XXXX</u>

- 3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by all parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
- 4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
- 5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
- To designate APHIS-WS the County authorized individual whose responsibility shall be coordination and administration of WDACP activities conducted pursuant to this Agreement.
- 7. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
- 8. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel. APHIS-WS will recognize the County as the lead cooperator in this Agreement and the WDNR for providing overall program oversight. APHIS-WS will coordinate activities with the County and WDNR.
- 9. To obtain the appropriate permits for removal activities for species listed in the Work Plan.
- 10. The Cooperator will not be connected to the USDA APHIS computer network(s).

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

 To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

Daniel Hirchert WI State Director USDA, APHIS, WS 732 Lois Drive Sun Prairie, WI 53590 608-837-2727 Daniel.L.Hirchert@usda.gov

- To conduct activities at sites designated by Cooperator as described in the Work Plan, Plan of Administration, and Financial Plans (Attachments A-C).
 APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan, Plan of Administration, and Financial Plan of this agreement.
- 3. Designate to the County and WDNR the authorized APHIS-WS employee who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement. APHIS-WS employees' rights will be governed by applicable Federal personnel laws, rules, and regulations. County employees' rights will be governed by County ordinances, Personnel Policy, and Union contracts where applicable.
 - a. APHIS-WS will designate the District Supervisor and/or Assistant District Supervisor as the authorized representative who will provide immediate direction and guidance to personnel in performing activities outlined in this Agreement, to include:
 - i. adequate numbers of qualified personnel to initiate and conduct the wildlife damage management activities outlined in the Work Plan of this Agreement.
 - ii. training, technical supervision, and coordination of activities as outlined in the Work Plan of this Agreement.
 - iii. to arrange for office space and provide equipment and other miscellaneous needs for personnel assigned to this program as outlined in the Work Plan of this Agreement.
- 4. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
- 5. To invoice the County quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the County shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations. APHIS-WS agrees to handle cooperative finances and budgeting as outlined in the Financial Plan of this Agreement.

ARTICLE 6 - CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

WS Agreement Number: <u>23-7255-0044-RA</u> WBS: <u>AP.RA.RX55.72.XXXX</u>

ARTICLE 8 - CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 - LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 - LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 - NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on **January 1, 2024** and shall continue through **December 31, 2028**. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

County Tax ID No.: 39-6005694 WDNR Tax ID No.: 39-6006436 APHIS-WS's Tax ID: 41-0696271

Eau Claire County:		
BY:		
Chad Berge, Land Conservation Manager		Date
Eau Claire County		
721 Oxford Ave, Suite 3344		
Eau Claire, WI 54703		
Wisconsin Department of Natural Resources:		
BY:		
Eric Lobner, Bureau Director	Date	
Wisconsin Department of Natural Resources		
101 S. Webster Street		
Madison, WI 53707-7921		
UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES		
BY:		
Daniel Hirchert, State Director	Date	
USDA, APHIS, WS		
732 Lois Dr.		
Sun Prairie, WI 53590		
BY:		
Keith Wehner, Eastern Region Director	Date	
USDA, APHIS, WS		
920 Main Campus Dr, Suite 200		
Raleigh, NC 27606		

WS Agreement Number: <u>23-7255-0044-RA</u> WBS: <u>AP.RA.RX55.72.XXXX</u>

ATTACHEMENT A WORK PLAN EAU CLAIRE COUNTY

In accordance with the Cooperative Service Agreement between the County, WDNR and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. Wildlife Services activities are conducted in cooperation with other Federal, State, and local agencies; private organizations and individuals.

The APHIS-WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

Objectives and need for assistance: Agricultural producers need professional wildlife damage management assistance in identifying, abating, and assessing black bear, white-tailed deer, elk, cougar, Canada goose, wild turkey, and sandhill cranes damage. APHIS-WS's objective will be to provide that assistance.

Expected results or benefits: The benefits to be derived from a cooperative black bear, white-tailed deer, elk, cougar, Canada goose, wild turkey, and Sandhill cranes management program include timely availability of the necessary wildlife damage management expertise, technical assistance, loans of necessary abatement equipment, and crop/livestock damage appraisal services for producers experiencing conflicts with one of more of these species. The intended result will be wildlife damage relief.

Planned APHIS-WS Activities

- Approach: The proposed wildlife damage management program will be comprised of education, extension, technical assistance, and operational efforts.
 When complaints occur, an evaluation of the situation will be made to determine what appropriate action should be taken. APHIS-WS will consider all applicable methods and combinations of techniques available to alleviate the conflict. APHIS-WS will recommend an integrated wildlife damage management approach which may consist of elements such as: changes in farming or livestock practices, loan of damage abatement equipment, installation of cost-shared permanent fences, WDNR issued shooting permits, and crop damage compensation (WDNR funded). Specific abatement measures to be considered are outlined in Attachment B.
- 2. Resources Required: Overall supervision and program direction will be provided by the APHIS-WS State Director. Immediate supervision and program direction will be provided by the APHIS-WS District Supervisor and/or Assistant District Supervisor. All County Wildlife Damage Abatement and Claims Program (WDACP) funds will be managed as an integral part of the APHIS-WS districts WDACP budget. Specific financial details are outlined in Financial Plan.
- Procurement: Purchase of supplies, equipment, and miscellaneous needs including salaries will be made by APHIS-WS as outlined in the Financial Plan.
 All WDACP expenditures will be processed through APHIS-WS financial administrative systems (FMMI) and charged to the County WDACP account as outlined in the APHIS-WS District WDACP budget.
- 4. Stipulations and Restrictions: APHIS-WS activities under this cooperative effort will be limited to the State of Wisconsin. Techniques will be environmentally sound, safe, and effective. Wildlife damage management activities will be performed within the policy guidelines of APHIS-WS, the State of Wisconsin, and the County in compliance with applicable State and Federal regulations.
- 5. Reports: Upon request, APHIS-WS will provide an annual report to the County on APHIS-WS activities conducted under this Cooperative Agreement.

Effective Dates

This agreement shall become effective on January 1, 2024 and continue through December 31, 2028 unless otherwise modified or terminated as described in ARTICLE 12.

ATTACHMENT B WISCONSIN WILDLIFE DAMAGE ABATEMENT & CLAIMS PROGRAM (WDACP) PLAN OF ADMINISTATION EAU CLAIRE COUNTY

As confirmed in the County Board of Supervisor's Resolution No. 83-84/398, the County request to participate in the Wildlife Damage Abatement and Claims Program (WDACP), established under s. 29.889, Stats., and s. NR 12 Wis. Adm. Code. This Plan of Administration (Plan) outlines the relationships and duties of the County, the Wisconsin Department of Natural Resources (WDNR), and the United States Department of Agriculture, Animal Plant Health Inspection Services, Wildlife Services (APHIS-WS), herein called the parties. By submission of this Plan, the County agrees to fully comply with s. 29.889, Stats., s. NR 12, Wis. Adm. Code and the Wisconsin WDACP Technical and Field Manuals which are made a part of this Plan by reference.

- Definitions: For the purposes of this Plan, the Parties accept the definitions found in s. 29.889(1) Stats. And s. NR 12.31 WI. Adm. Code. In addition, the Parties agree that:
 - a. "Improperly filed claim" means any wildlife damage claim received by WDNR which does not comply fully with all eligibility requirements of s. 29.889, Stats., s. NR. 12 Wis. Adm. Code or this Plan or procedures described in the WDACP Technical or Field Manual.
 - b. "Permanent fence contract" means any permanent fence contract written in accordance with the Wisconsin WDACP Technical Manual and designed to remain effective for a minimum of 15 years.
- 2. Level of Participation: The County agrees to administer the full WDACP.
- 3. Eligible Species: The County agrees to administer the WDACP with respect to the following wild animals: bear, cougar, white-tailed deer, elk, Canada goose, wild turkey, and Sandhill cranes * (*only become eligible for program benefits when a hunting season in Wisconsin has been established).
- 4. Eligible Crops: The County agrees to provide WDACP services with respect to the following: damage to commercial seedlings or crops growing on agricultural lands, damage to crops that have been harvested for sale or further use but have not been removed from the agricultural land, damage to orchard trees or nursery stock, damage to livestock, or damage to apiaries.
- 5. Delegation of Responsibility:
 - a. The County, through an established committee or through a county designee shall provide Administration of the County WDACP pursuant to s. 29.889, Stats., s. NR 12, Wis. Adm. Code including approval of: annual budget requests, permanent fence contracts, crop prices, properly filed wildlife damage claims, shooting permit compliance waivers, and enrollee appeals, (if any).
 - b. APHIS-WS shall provide the field management of the County WDACP, including hiring, training, and supervising staff, providing program services, records management, purchasing, and equipment inventory.

6. Budgeting:

- a. APHIS-WS agrees to:
 - i. Prepare a WDACP budget proposal for the following calendar year for County review and approval by October 31 (or as negotiated).
 - ii. Not bind the County to the expenditures of funds exceeding their total County WDACP budget.
 - iii. Keep administrative costs to a minimum, by billing WDACP expenses to each County on a quarterly basis.
- b. The County agrees to:
 - i. Provide an annual budget request to WDNR by November 1 (or as negotiated) for the following calendar year. All budget requests will include cost estimates for administration, abatement, wildlife damage claims, and an estimated number of claimants.
 - ii. Prepare quarterly (or as negotiated) reimbursement request to WDNR for eligible WDACP expenditures.
 - iii. Not bind WDNR for expenditures beyond the approved County Plan of Administration. The County may request additional funding by written amendment. It is understood that additional funding is not guaranteed and is subject to fund availability.
 - iv. Unless otherwise agreed upon, submit advance abatement and administrative fund requests that are compliant with s. 29.889 and NR 12, after submitting a final reimbursement request for previous year for which WDACP participation was approved.
- c. WDNR Agrees to:
 - Review and approve, amend, or deny the annual budget request in accordance with s. 29.889, Stats., s. NR 12.32, Wis. Adm. Code, and advance funds under s. NR 12.34 (unless otherwise agreed upon), Wis. Adm. Code within 30 days of department approval of the annual budget estimate.
 - ii. Review and approve, amend, or deny reimbursement requests in accordance with s. NR 12.34 and s. NR 12.35, Wis. Adm. Codes.
 - Review and act on properly filed wildlife damage claim requests no later than June 1 following the calendar year in which damage occurred.

- iv. If eligible wildlife damage claims are submitted late by the County, WDNR may accept and process the claims if funds are available, and the payment will not adversely affect claimants for the proceeding calendar year claim payments.
- If statewide approved wildlife damage claims exceed available funds, claims shall be paid on a prorated basis as established in s. NR 12.37 (3) Wis. Adm. Code.
- d. The Parties mutually recognize and agree:
 - i. WDNR may not bind the State of Wisconsin to pay costs beyond the amount appropriated for the WDACP.
 - ii. WDNR may defer until after July 1, the payment of County reimbursement requests beyond the initial 25% funds advancement.
 - iii. The County and WDNR shall not restrict APHIS-WS to line items estimates in the WDACP budget if total expenditures, per expense category of abatement or administration, do not exceed the total budgeted amount approved by the County and WDNR.
 - iv. The County WDACP budget may be spent in its entirety. Any unspent funds will remain with the WDNR WDACP program.
 - v. Supplies, materials, and equipment will be purchased with WDACP funds. If this Agreement is terminated by any of the Parties, items purchased will be transferred within the WDACP for use or proceeds of items shall remain with the WDACP or returned for reimbursement if possible.
 - WDNR will not reimburse the cost of abatement measures unless those measures were prescribed and implemented according to the Wisconsin WDACP Technical Manual.
 - WDNR will not make payment for any wildlife damage claim which does not comply with all eligible requirements of s. 29.889, Stats., s. NR 12, Wis. Adm. Code, or this Plan of Administration.

7. Recordkeeping:

- a. APHIS-WS and the County agree to:
 - Maintain record keeping practices and procedures that confirm to accounting practices directed by the WDNR and in compliance with s. NR 12, Wis. Adm. Code.
 - ii. Make all records and files relating to the WDACP available to the other Parties, upon request.
 - iii. Send copies of any WDACP documentation to the other Parties, upon request.
 - iv. Use WDNR authorized databases and forms for billing and reporting.
- b. APHIS-WS agrees to: Maintain separate enrollee files and keep records of all abatement recommendations, appraisals, and all WDACP related interactions with each enrollee.
- c. The County agrees to: Direct all billings to WDNR, Wildlife Damage Specialist
- d. WDNR may: Conduct periodic audits of County record keeping procedures and prepare a written report to the County.
- e. The Parties recognize and agree: All WDACP records are subject to the Wisconsin Open Records Law s.16.61, Stats. Any WDACP records requested will be provided by the County, WDNR, and/or APHIS-WS, as applicable.

8. Abatement Measures:

- a. The parties mutually recognize and agree that:
 - i. WDNR shall maintain Webpages detailing the WDACP and describing how services may be requested.
 - ii. All enrollees shall be required to have a signed enrollment form on file to meet the hunting requirements in s. 29.889 (7m), Stats., s. NR 12.36, Wis. Adm. Code prior to receiving WDACP assistance.
 - ii. All abatement measures recommended to alleviate wildlife damage shall conform to the procedures and priorities found in the Wisconsin WDACP Technical Manual and will be accepted by the County as complete and appropriate "recommended abatement". Other abatement measures may be used if approved in advance, in writing, by WDNR.
 - iv. In the event equipment loaned by APHIS-WS to an enrollee is damaged beyond normal wear and tear, the enrollee/owner shall be billed for parts and labor to repair the damaged equipment, or if repair costs exceed the value of the equipment, the enrollee will be billed for the replacement of the equipment. APHIS-WS agrees to invoice the enrollee for these costs through a separate Cooperative Service Agreement and deposit the proceeds in the County's WDACP account. If the enrollee refuses to pay:
 - The County shall direct APHIS-WS to refuse abatement services until payment is made (consequently the enrollee would be ineligible for a wildlife damage claim) or
 - The County shall take a reasonable legal action to recover the loss of WDACP materials and/or equipment and deposit the proceeds in the County's WDACP account.

- Permanent fences for white-tailed deer or elk abatement shall only be recommended subject to the priorities and conditions set forth in the Wisconsin WDACP Technical Manual or as directed by WDNR.
 - A WDACP enrollee for which a permanent fence has been recommended and approved will be required to agree to the
 design of the fence in advance of letting the project for bid. The enrollee will be responsible for all materials and/or
 installation costs in excess of the low bid amount if the enrollee requests changes in the fence design subsequent to letting
 the bids for said fence.
 - 2. A permanent fence contract shall be signed by the enrollee/landowner, the County, WDNR, and APHIS-WS. This contract shall be registered with the appropriate County Register of Deeds.
 - 3. All aspects of permanent fencing projects shall comply with requirements in the Wisconsin WDACP Technical Manual.
 - 4. All permanent fences must be approved by the Count and approved in writing by the WDNR prior to soliciting and awarding bids for materials and construction of the fence.
 - 5. All permanent fences that exceed the specification found in the Wisconsin WDACP Technical Manual must have prior written approval from WDNR.
 - The County will pay the WDACP's 75% obligation for permanent high-tensile woven wire projects approved by the WDNR, when APHIS-WS has determined that the WDACP requirements for materials and construction have been met.
 - An initial fence inspection will be completed by APHIS-WS and all information will be entered into the WDNR database including a copy of the registered permanent fence contract.
 - 8. APHIS-WS shall conduct inspections a minimum of once annually of all permanent fences cost-shared through the WDACP to ensure fence contract compliance. All inspection records will be annually recorded in the WDACP database.
 - 9. A penalty fee (*fee to be determined*) may be charged to the enrollee if the fence has been awarded and the enrollee withdraws or elects to NOT build the approved fence.
 - 10. Enrollees will be denied additional full program WDACP assistance if a permanent fence has been recommended as the primary abatement and the enrollee refuses the fence. For as long as a permanent fence is the primary recommended abatement for that enrollee full WDACP program assistance (any abatement and/or claims) will be denied in all subsequent years until a fence is erected. NOTE: Enrollee may remain eligible for Act 82 permits, as long as all conditions for Act 82 enrollment have been met.
 - 11. The contractor shall be liable for the payment of penalties to the WDACP accruing in the amount described in the permanent fence Bid Request, in the event the Contractor fails to meet the delivery and/or installation schedules as specified. Penalties, if applicable, shall be deducted from the payment that is owed to the contractor under the terms of the Bid and its associated bid conditions.
 - 12. APHIS-WS will prepare all Satisfaction of Contract paperwork and record this paperwork with the appropriate county Register of Deeds, when the fence has reached the end of its 15-year term and/or when the contract has been otherwise satisfied (i.e., enrollee has provided payment to end the contract prior to the end of the 15-year term according to the pay back clause of the clause of the register permanent fence contract).
- vi. Enrollees shall be encouraged to integrate sound conservation practices with their normal agricultural practices.
- vii. The County, in accordance with s. NR 12.35(4) Wis. Adm. Code will not administer abatement measures to persons not cooperating with County personnel or the County's agents responsible for administering the County's WDACP. Abusive language, behavior, threats of violence, or otherwise will be considered a failure on the part of the enrollee to cooperate. This condition of administration will be provided by the County or its agent, in writing to program enrollees.
- b. WDNR and APHIS-WS agree to: Provide current information, as available, on the effectiveness of the above abatement measures and/or changes to the Wisconsin WDACP Technical Manual.
- 9. Wildlife Damage Claims:
 - a. APHIS-WS agrees to:
 - Advise the County WDACP enrollees in writing procedures and requirements for submitting a wildlife damage claim, and all other WDACP eligibility requirements through the use of the current program Farmers Fact sheet and/or other informational materials.
 - ii. Require that potential claimants specify the location of damage, crop(s) being damaged, species of wildlife causing damage, and the date damage first occurred with a written, telephone, or personal consultation.
 - iii. Require that enrollees have signed enrollment form(s) (WDNR form) on file to meet the hunting requirements in s. 29.889 (7M), Stats. And s. NR 12.36(2) Wis. Adm. Code.
 - iv. Inspect reported damage to verify eligibility requirement and recommend abatement measures.

- v. Determine the amount of huntable land and the applicable number of hunters for each enrollee in accordance with s. NR 12.31(4) or (4e), Wis Adm. Code, notify each enrollee of the requirement to allow open public hunting or managed hunting access (at least 2 hunters per 40 acres of land suitable for hunting). Land suitable for hunting all eligible species other than deer and elk shall be determined in a manner consistent with s. NR 12.31(4e) Wis. Adm. Code. Participants who only receive a deer shooting permit and waive any eligibility to receive a wildlife damage claim payment or other WDACP program assistance, are exempt from the public hunting requirement (Act 82 enrollment), (s. NR 12.36 (1m) Wis. Adm. Code). Participants who receive abatement only on leased land properties for bear damages to apiaries are exempt from the public hunting requirements as defined in s. 29.889 (7m), Stats.
- vi. Prepare maps of properties enrolled in the WDACP that are required to open to the public for hunting the species causing damage. Maps must detail the acres enrolled, Township, Range, Section number(s), identifying owned and leased land properties enrolled, and the enrollee's contract information. APHIS-WS will obtain approval from the enrollee to assure that the map includes complete and accurate information regarding all properties enrolled. APHIS-WS staff will enter a copy of the map into the WDNR database, per the WDNR mapping guidelines.
- vii. Notify WDACP enrollees that any site will be ineligible if they fail to:
 - 1. Control hunting access on all contiguous land under the same ownership and control, except in situations involving apiaries on land not controlled by the enrollee as defined in s. 29.889 (7m), Stats.
 - 2. Allow public hunting for the species causing damage (two options available)
 - a. Open public hunting (OPH)
 - b. Managed Hunting Access (MHA) the presence of 2 hunters per 40 acres of land suitable for hunting.
 - Sign the appropriate enrollment form(s) including obtaining landowner consent for enrollment of leased properties in a timely manner.
 - 4. File a wildlife damage complaint with APHIS-WS within 14 days of first damage each year.
 - 5. Follow APHIS-WS's recommended abatement according to the WDACP Technical Manual list of approved methods.
 - 6. Request an appraisal for each crop and/or cutting from APHIS-WS orally or in writing at least 10 days prior to the harvest of crops, and delay harvest of said crops for a period of up to 10 days to allow APHIS-WS time to appraise the unharvested crops, or until the appraisal is completed.
 - Notify APHIS-WS if they charge any fees for hunting or hunting access, or any other activity that includes hunting for the species causing the damage.
- viii. Inspect the crop or individual fields identified by the enrollee, prior to harvest, and access the eligible wildlife damage and prepare a wildlife damage claim.
 - ix. Retain the claim until the end of the calendar year or end of the state harvest season for the enrolled species, whichever is later, to determine the enrollee's compliance with the WDACP requirements.
 - x. Establish, as described below, uniform unit prices for eligible crops and calculated the value of the eligible wildlife damage claims (see Mutual Agreement between all parties 4b).
- xi. Ensure that crop damage resulting from improper crop management, compromised growing conditions and weather, or wildlife other that the covered species, is not included in the official crop damage appraisals conducted by APHIS-WS prior to preparation of the enrollee's official wildlife damage claim.
- xii. Summarize and prepare the necessary WDNR forms for all wildlife damage claims for review by the Country prior to the succeeding March 1st. Upon approval by the County, claims will be submitted to the WDNR, unless otherwise negotiated by the succeeding March 1st.
- xiii. Notify, in writing, any enrollee whose wildlife damage claim has been rejected and provided the reason for the rejection, as well as the appropriate appeal procedures.
- b. The County agrees to:
 - i. Review and approve all properly filed wildlife damage claims.
 - ii. Establish crop prices in accordance with the WDACP Technical Manual or approve prices as recommended by APHIS-WS.
 - iii. Deny all wildlife damage claims for a crop site where an invalid enrollment form has been signed by the enrollee and filed with APHIS-WS
 - iv. Deny all wildlife damage claims where APHIS-WS did not receive a complaint within 14 days of first damage.
 - v. Deny all wildlife damage claims for crop sites where APHIS-WS abatement recommendations were not followed.
 - vi. Deny all wildlife damage claims for crops that were harvested before an appraisal request was made to APHIS-WS or before an appraisal was completed (within a 10-day period from notification of harvest).

- vii. Deny all wildlife damage claims on row crops for damage occurring to these crops during a particular growing season after 90 percent of the County's harvest for this crop has been completed, as required by s. NR 12.37(1)(c), Wis. Adm. Code. The County may consult with the local FSA and UW extension offices for assistance in making the 90 percent determination (if desired).
- viii. Deny all wildlife damage claims if an enrollee is not compliant with the prescribed harvest objective if issued a deer damage shooting permit, and the consulting group consisting of the County, the damage specialist and WDNR, does not collectively recommend an exemption to the harvest objective requirement.
- ix. The County shall take reasonable legal action to recover claim payments made on the basis of fraudulent or negligent claims or statements.
- c. WDNR agrees to: Accept the amount of wildlife damage for all properly filed wildlife damage claims approved by the County as final for purposes of review.
- d. It is mutually agreed by the County, APHIS-WS, and WDNR that:
 - i. Damage assessment for compensation will be performed by APHIS-WS staff in accordance with the Wisconsin WDACP Technical Manual and Field Handbook and will be accepted by the County as complete and accurate "assessed damage".
 - Compensation prices will be developed by APHIS-WS using information from UW Extension and/or local marketplace data and proposed to the County for approval, each year. Such prices will be established according to procedures set forth in the Wisconsin WDACP Technical Manual. Such prices will be applied to all individuals with eligible wildlife damage to those crops throughout the County.
 - iii. Public complaints (abatement compliance, fraud, etc.) must be written and received by APHIS-WS by December 31st, to be given consideration in the wildlife damage claims determination process. Hunting access denial complaints shall be written and received by APHIS-WS within 10 days of hunting access denial to be given consideration in the wildlife damage claims determination process, as described in the WDACP Technical Manual.
 - iv. The County will not administer a damage appraisal and/or claim to persons not cooperating with County personnel or its agent responsible for administering the County's Wildlife Damage Abatement and Claims Program. Abusive language, behavior, threats of violence, or otherwise will be considered a failure on the part of the enrollee to cooperate. This condition of administration will be provided by the county or its agent, in writing to program enrollees.
 - v. As required by s. NR 12.37(4)(a) 4.b., Wis. Adm. Code as part of the claims approval process, if an enrollee who has been issued a shooting permit is found not to be compliant with the harvest objective prescribed under his/her permit under s. NR 12.163(2)(a), Wisc. Adm. Code, then the County, its agent, and the department shall consult before making a collective recommendation to grant an exemption to the harvest objective requirement. This group shall review the evidence if there is consensus that an exemption is warranted, they shall recommend that the County designated committee charged with the approval of such damage claims, grant approval of the damage claim for the year in which the permit was issued. Compelling evidence that shall be used is detailed in s. NR 12.163)2)(b)2., Wis. Adm. Code.
- 10. Charges: The terms of this Agreement may be changed by written amendment approved by all Parties.

11. Termination:

- a. The County may terminate participation in the WDACP upon notifying WDNR in writing thirty (30) days prior to termination.
- b. WDNR shall terminate a County Plan of Administration if the County does not comply with all conditions of s. 29.889, Stats., s. NR 12, Wis. Adm. Code, this Plan of Administration, the Wisconsin WDACP Technical Manual, or fails to properly report costs of the program or claims.
- c. WDNR agrees to reimburse the County for WDACP costs incurred and determined proper by DNR under this Plan of Administration prior to the effective date of termination.
- d. That upon termination of the Agreement, the County shall reimburse APHIS-WS for all County WDACP obligations created by APHIS-WS as a result of this Agreement and not previously reimbursed, to the limits of the County WDACP budget.
- e. In the even that the County chooses to exercise its right to overrule APHIS-WS on a particular case under the general policy provision, APHIS-WS reserves the right to withdraw administrative and/or fiscal support of that case. Either action may occur without termination of this Agreement.
- 12. Length of Effect: This Plan shall remain in effect until December 31, 2028, unless otherwise changed or terminated as described in Article 12 and sections 10 and 11.

WS Agreement Number: <u>23-7255-0044-RA</u> WBS: <u>AP.RA.RX55.72.XXXX</u>

ATTACHMENT C FINANCIAL PLAN EAU CLAIRE COUNTY

Annual Budgets will be completed by APHIS-WS representative, approved by all Parties, and signed by County, WDNR, and APHIS-WS representatives.

Financial Point of Contact/Billing Address:

Chad Berge, Land Conservation Manager Eau Claire County 721 Oxford Ave, Suite 3344 Eau Claire, WI 54703 715-839-4784 Chad.berge@eauclairecounty.gov Tina Stott, Budget Analyst USDA, APHIS, Wildlife Services 732 Lois Dr. Sun Prairie, WI 53590 (608) 837-2727 Tina.stott@usda.gov

23 7255 0044 RA page 1 of 2 B.P. 2023 WBS: AP.RA.RX55.72.4111

Section *V - COUNTY BUDGET/FINANCIAL PLAN - required by all Parties Eau Claire County (Cooperator)

Cost Element	Price Charged to Cooperator, paid to APHIS WS	Additional WDNR Funding Requested By Cooperator (County is reimbursed directly	Cost Shared by WS	Full Cost
	r	from WDNR)		
Salaries (includes venison donation administration)	\$6,000.00	\$0.00	\$1,080.00	\$7,080.00
Abatement Materials (includes temp fence,				
repellant, bear abatement, other abatement)	\$ 1,500.00	\$0.00	\$0.00	\$ 1,500.00
Mileage/Travel/Services	\$ 750.00			\$ 750.00
Subtotal Direct Costs	\$8,250.00	\$0.00	\$1,080.00	\$9,330.00
Pooled job costs (ex, vehicle usage, etc)	\$907.50	\$0.00	na	\$907.50
Deer Donation Processing	na	\$7,000.00	na	\$7,000.00
County Administration	na	\$1,063.00	na	\$1,063.00
Indirect Costs (Administrative Overhead)	\$1,332.38	\$0.00	na	\$1,332.38
Permanent Fence	na	\$0.00	na	\$0.00
Agreement Total	\$10,489.88	\$8,063.00	\$1,080.00	\$19,632.88
The distribution of the budget (with the exception of the mandatory percentage line items) from this Financial Plan may vary as necessary to accomplish the purpose of this agreement,				
but may not exceed:	\$18,55	2.88		

We expect to assist 5 growers with damage that may result in wildlife damage requests equaling or exceeding \$5,000 worth of claims.

Signatures of Intention:	
COUNTY:	Date:
WDNR:	Date:
USDA-APHIS-WS:	Date:

2024 Eau Claire County Budget

Approved amount to be provided by:

		1			
		County	USDA-WS	WDNR Funding	Total Funding
	County Request	Admin	Funding Approved	Approved	Approved
Salaries (includes County Admin)	\$7,063.00	\$1,063.00	\$1,080.00	\$7,063.00	\$8,143.00
Mileage/Travel/Services	\$1,657.50		\$0.00	\$1,657.50	\$1,657.50
Office Overhead	\$1,332.38		\$0.00	\$1,332.38	\$1,332.38
Permanent Fencing	\$0.00		\$0.00	\$0.00	\$0.00
Temporary Fencing	\$1,275.00		\$0.00	\$1,275.00	\$1,275.00
Bear Abatement					
Repellant	\$75.00			\$75.00	\$75.00
Other Abatement	\$150.00			\$150.00	\$150.00
Venison Admin	\$0.00		\$0.00	\$0.00	\$0.00
Venison Processing	\$7,000.00			\$7,000.00	\$7,000.00
Total	\$18,552.88		\$1,080.00	\$18,552.88	\$19,632.88
The distribution of the budget (with the					
exception of the mandatory percentage line					
items) from this Financial Plan may vary as					
necessary to accomplish the purpose of this					
agreement, but may not exceed:	\$18,552.8	38			

We expect to assist 5 growers with damage that may result in wildlife damage requests equaling or exceeding \$5,000 worth of claims.

COUNTY:	Date:	
WDNR:	Date:	
USDA-APHIS-WS: _	Date:	



Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management DARM-BLWR-011.xlsm (rev. 01/23)

P.O. Box 8911, Madison, WI 53708

JOINT DATCP/DNR NONPOINT SOURCE GRANT APPLICATION FOR CALENDAR YEAR 2025

- 1. Read the instructions before completing this application.
- 2. Complete all yellow-highlighted items in the combined application and Table 1.
- 3. Sign the completed application electronically
- 4. Submit the signed Excel spreadsheet to: datcpswrm@wisconsin.gov
- 5. **April 15, 2024** is the deadline for submission of this grant application.

county, through its authorized representative, is applying for annual

grant funds from the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) awarded under Sec. 92.14, Stats., and the Department of Natural Resources (DNR) awarded under Secs. 281.65 and 281.66, Stats. By signing and dating a completed application, the authorized representative certifies that (i) the Land Conservation Committee or other committee designated under Sec. 92.06(1), Stat., has authorized the representative to submit this application; (ii) the county has submitted an Annual Report and Annual Work Plan, and has complied with other grant requirements including Sec. ATCP 50.20, Wis. Admin. Code; and (iii) the information provided in this application (including Table 1) is true, complete and accurate to the best of his or her knowledge. (s. 92.14, Wis. Stats.) This is a mandatory form for applying for grant funds. Any personally identifiable information, as defined under s. 19.62(5), Stats., requested on this form may be used for purposes other than that for which it is originally being collected (s. 15.04 (1) (m), Wis. Stats.).

Confidentiality of this information will be maintained to the extent authorized by law.

County Administrator

3/26/2024

SIGNATURE OF AUTHORIZED REPRESENTATIVE

LCC CHAIR OR OTHER TITLE

DATE

The authorized representative may sign this application electronically by typing his or her name in the space provided for a signature, and inserting the person's title and the date. An electronic signature has the same force and effect, pursuant to chapter 137 of the Wisconsin statutes, as a non-electronic

NOTICE: This application does not represent a commitment by DATCP or DNR to provide funding for any grant category at any specific level. If grant funds are awarded, the county must agree to comply with any resulting terms including those specified in a grant contract.

SECTION I. STAFFING/PLAN	NING GRANTS	Amount R	equested of DATCP	Amount Requested of DNR
1 Soil and Water Resource Management (SWRM) Tier 1				
A. Base Funding			- 1	
\$75,000 is automatically entered		\$	75,000.00	
2 SWRM Tier 2				
A. Funding for three position	ns			
Automatically enters amounts from	om Table 1, column F, for first three			
positions				
	Amount from Table 1, column F			
i. First (100%) position	\$116,315	\$	116,315.00	
ii. Second (70%) position	\$95,117	\$	66,582.00	
iii. Third (50%) position	\$81,982	\$	40,991.00	
B. Funding for subsequent part Automatically enters amount fro	•			
iv. Fourth & more (50%) positions	\$124,738	\$	62,369.00	
Urban NPS & Storm Water M (Complete separate application a	anagement - Planning Projects available on DNR website)			
	TOTAL STAFFING REQUESTS ►	\$	286,257.00	
ECTION II COST-SHARING	CDANTS	Amount P	equested of DATCP	Amount Requested of DNR

S	E	CTION II. COST-SHARING GRANTS	Amount Requested of DATCP	Amount Requested of DNR
	1	Land and Water Resource Mgmt. (LWRM) Plan Implementation:		
		Structural (Bond) Funds	\$ 100,000.00	
	2	LWRM Plan Implementation: SEG Funds	\$ 65,000.00	
		Nutrient Management Programming in County (enter "yes" if True)		
			4	
		We employ a staff agronomist Yes		



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	We employ a nutrient management specialist Yes		
3	NM planning and implementation strategy are in our 2024 Yes		
	Workplan		
	We support NUE/MRTN projects in the county through grant		
	funds or education.		
	We have programming to support outreach and education Yes		
	regarding NM planning, soil testing, plan renewal, soil health.	-	
	Other		
	Targeted Runoff Management Projects		
4	(Complete separate application available on DNR website)		
5	Urban NPS & Storm Water Management - Construction Projects		
	(Complete separate application on DNR webstite)		
	TOTAL COST-SHARING REQUESTS ▶	\$ 165,000.00	



Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management DARM-BLWR-011.xlsm (rev. 01/23)

Division of Agricultural Resource Managem

P.O. Box 8911, Madison, WI 53708

SECTION III. FINANCIAL AND OTHER DATCP REPORTING REQUIREMENTS

1 Financial Report of County LCD Expenditures for 2023

A. Enter the total amount of all county LCD expenditures in 2023 from all funding sources.

\$ 894,689.47

B. Enter the amount of expenditures in 2023 from all non-county sources.

\$ 247,717.25

(Of the total expenditure listed in line 1A., enter the amount funded using non-county sources, which may include grants, shared revenue, and other funds from sources external to the county.

NOTE: Line 1B. plus line IC. equals line 1A.)
C. Amount of county source funding expended in 2023

\$ 646,972.22

(County source funding may include county levies, fees, permits, tree sales, or other funds generated by the county. This amount is used to determine fulfillment of maintenance of effort requirements).

D. Enter the amount of salary and fringe benefits paid using county source funding. (NOTE: LINE 1D. CANNOT EXCEED LINE 1C.)

\$ 240,379.33

Funding for 2023 Staff (FTE,LTE,IC)

Enter the total number of 2023 staff funded by each of the following categories:

County	DATCP SWRM	All Other	*TOTAL 2023 Staff
3.342	1.6461	0.0119	5

^{*}Total 2023 staff should be equal to the sum of FTE, LTE and IC staff listed in Table 1.

3 2024 Work Plan

Each county must submit a current work plan that describes activities planned for 2024. Submissions must comply the requirements identified by DATCP in separate communications.

Work plans should be emailed by no later than April 15, 2024 to Lisa. Trumble@wi.gov. Grant applications will not be processed if work plans are not submitted, are incomplete, or fail to meet DATCP requirements.

4 2023 Annual Report

Reminder: To be eligible for 2024 funding, counties must electronically complete a 2023 Annual Report, which DATCP is requesting that counties submit by March 4, 2024.

Certificate of Compliance Number (if issued)



Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management

PO Box 8911, Madison, WI 53708-8911 Phone: (608) 224-4605 Fax: (608) 224-4615

Notice of Noncompliance with Farmland Preservation Program Tax Credit Requirements

(Farmland	Preservation	ı Program, ss	s. 91.80 and 91.82, Wis.	. Stats., and	s. ATCP 5	0.16, Wis. £	Admin.	Code)
LANDOWNER N	IAME			COUNTY				DATE NOTICE ISSUED
STREET ADDRE	ESS							
CITY						STATE	ZIP	
						0.7.1.2		
PHONE	1	E-MAIL						1
CERTIFICATE C)F COMPLIANCE	NUMBER (IF ISSU	UED)					
Property Lo	ocation (For	r additional prop	perty, please attach additi	ional docume	entation.)	· V ID 4		
IUWNonir	KANGE	SECTION	TOWN, VILLAGE, CITY		PARCEL IA	<u>X ID #</u>		
	+				+			
	+				+			
	.1							
	•		ommittee finds the foll	•				
			applicable land and wat			•		r s. 91.80, Wis. Stats.
			a performance schedule			, ,	ાats.	
	·	•	sonable inspection unde	, ,	, , ,			
			iance as required under	` , ,	• •		a or	ess - d fermiond
			subject to a farmland pre nerefore is ineligible for					
Landow	ner signed th	าe voluntary v	waiver of rights.					
The landow ATCP 50.16	ner may reqเ ล (6)(b)(3).	uest to meet	with the county land co	nservation c	committee t	to contest o	or discu	ss the violation,
	, (=/(~/(-/							
Voluntary '	Naiver of Ri	i ghts (Not av	vailable for property sub	oject to a farı	mland pres	servation aç	greeme	nt)
Ry signing	below lando	wner wishes	to waive the right for a	hearing and	l farm insp	eaction and	agrees	s to voluntarily refrain
			ch. IX of ch. 71, Stats.	llearing and	lattit mope	Bullon, and	ayıccə	to voluntarily remain
1								
CICNIATURE				DATE				

ADDITIONAL EXPLANATION OF NONCOMPLIANCE DETERMINATION:		
Land Conservation Committee Signature		
Developed to the College Her		
		mmittee hereby issues a
Notice of Noncompliance under s. 91.82, Wis. Stats., for the landowner at		
date of this notice, landowner is not eligible to claim any farmland pre		
71, Stats., unless this notice is subsequently withdrawn (cancelled) and n	of in effect at the end	of the taxable year to
which the claim relates.		
AUTHORIZED SIGNATURE		DATE
Timpey Wucheren		
PRINTED NAME AND TITLE		PHONE
STREET ADDRESS		
CITY	STATE	ZIP

This notice, issued by the County Land Conservation Committee, shall be provided to the Wisconsin Department of Revenue and the county planning and zoning committee, if the land is covered by a farmland preservation zoning ordinance. If the County Land Conservation Committee determines that an owner has corrected the failure described in this Notice of Noncompliance, the Committee shall withdraw (cancel) the Notice of Noncompliance and notify the landowner, the Department of Revenue, and the planning and zoning committee of the withdrawal (cancellation), on a form approved by DATCP.

Send copy of notice to:

Wisconsin Department of Revenue DOR-FARMLAND 5-144 RSOB – Audit Bureau PO Box 8906 Madison, WI 53708-8906

Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management Bureau of Land and Water Resources – Operations Program Associate PO Box 8911 Madison, WI 53708-8911



Lake Monitoring and Protection Network

Cooperative Agreement, 1st Quarter Report



Written and compiled by:

Bre Klockzien

Citizen Science Center

March 2024



CONNECTING PEOPLE WITH NATURE



Table of Contents

Newsletter	2
Citizen Lake Monitoring Network	
Clean Boats, Clean Waters	3
Lake Groups	3
Outreach and Education	3
Purple Loosestrife Biological Control	4
Travel and Meetings	5
GLOSSARY	6
Evidence of a compensatory response in invasive Rusty Crayfish (Faxonius rusticus) following intensive harvest removal from northern Lake Michigan fish spawning reefs	
Full Article Link	7
Abstract	7
Facilitating effective collaboration to prevent aquatic invasive species spread	8
Full Article Link	8
Abstract	8

Newsletter

1/4 Sent out AIS Newsletter to 99+ Subscribers

Citizen Lake Monitoring Network

1/25	Acquired CLMN Monitoring Equipment/Supplies from DNR
2/29	CLMN Hazardous Materials Shipping Training
3/7	CLMN Chemistry Overview with DNR CLMN Coordinator
All	Distributed equipment/supplies to CLMN Volunteers for Lake Altoona, Tainter,
Month	Wissota, and Two Island Lake
3/19	CLMN Coordinator Check in with all State Partners
3/26	CLMN SWIMS Overview with 4 Volunteers



Clean Boats, Clean Waters

2/20	Assisted Lake Altoona Protection and Rehabilitation District with CBCW Grant
All	Assisted 6 Lake Groups with grants and finding watercraft inspectors for the
Quarter	summer season.

Lake Groups

1/10	Wrote Article for LWIPA Spring Newsletter on Zebra Mussels
1/16	Eau Claire River Watershed Technical Committee Meeting
1/25	Assisted Chain O'Lakes Group with Purple Loosestrife Biocontrol Permit
	Application
1/29	All County Lake Groups Contacted to Plan Summer Presentations, Events, and
	Trainings
1/29	Met with Lake Pepin Legacy Alliance to Discuss Future Partnership Opportunities
2/19	Lake Wissota Stewardship Project Meeting
2/26	Dunn County Fish & Game: LMPN Introduction Presentation
3/18	Provided Zebra Mussel/AIS Monitoring Article for LWIPA Newsletter

Outreach and Education

1/9	Lakes & Rivers Series: Wetland & Shoreline Ecosystems
2/13	Lakes & Rivers Series: Climate Change & Water Quality
3/12	Lakes & Rivers Series: Aquatic Invasive Species
3/14	Red Cedar Watershed Conference Tabling





Figure 1: Red Cedar Watershed Table including activities, event flyers, and AIS specimen samples.

Purple Loosestrife Biological Control

2/12	Purple Loosestrife Biocontrol Updates Presentation and Q&A
3/12	Purple Loosestrife Biocontrol Program Refresher and Q&A



Travel and Meetings

1/8	Submitted all LMPN Reimbursement Paperwork and End of Year Reports
1/11	Great Lakes Seminar
1/16	LMPN Meeting with DNR Regional AIS Coordinator
1/17	NAISMA - Protecting Threatened & Endangered Species from Pesticides
1/22	Eau Claire Lane Conservation Meeting
1/23	Wisconsin Lakes Webinar - Riparian Rights
1/25	Interviewed an AIS Technician for Summer Season
1/30	Dunn County LMPN Meeting
1/30	International Invasive Species and Climate Change Conference
1/31	Webinar: Tips and Strategies for Helping Gardeners Create a Landscape Free of
	Invasive Plants
2/6	Lakes & Rivers Partnership Monthly Call: Lake, River, Watershed Integration
2/9	AIS Management 101 Course Completion
2/12	Invasive Species Centre: 2024 Invasive Species Forum
2/15	CLMN: Winter Water Talk - Factors that Affect Stream Health
2/19	Lake Wissota Stewardship Project Meeting: Chippewa County
2/26	Dunn County Fish & Game LMPN Introduction Presentation
2/27	NISAW Webinar: The Invasive Species Language Workshop
3/5	Lakes & Rivers Partnership Monthly Call: Aquatic Invasive Species/APM
3/6	WDNR AIS Verifier Test
3/7	Lake Altoona CLMN Chemistry Protocol Review with CLMN Coordinator
3/12	Purple Loosestrife Biocontrol Program Refresher and Q&A
3/14	Red Cedar Watershed Conference
3/21	LMPN SWIMS Training Webinar
3/26	LMPN Overview for Partners Meeting



GLOSSARY

AIS – Aquatic invasive species

ALPOA – Amacoy Lake Property Owners Association

BCR - Beaver Creek Reserve

CBCW – Clean Boats, Clean Waters

CLMN – Citizen Lake Monitoring Network

CSC – Citizen Science Center (Beaver Creek Reserve)

LCC – Land Conservation Committee (Eau Claire County)

LCFM – Land Conservation and Forest Management (Chippewa County)

LLLPRD – Lower Long Lake Protection and Restoration District

LMPN – Lake Monitoring and Protection Network

LWIPA - Lake Wissota Improvement and Protection Association

Secchi disk – instrument used to measure water clarity

Station – Specified location on a waterbody with historical and/or continuous associated fieldwork

SWIMS – Surface Water Integrated Monitoring System

WBIC – Waterbody identification code

WCI – Watercraft inspector

WDNR – Wisconsin Department of Natural Resources



Evidence of a compensatory response in invasive Rusty Crayfish (Faxonius rusticus) following intensive harvest removal from northern Lake Michigan fish spawning reefs

Full Article Link

Abstract

The goal of most invasive species suppression programs is to achieve long-term sustained reductions in population abundance, yet removal programs can be stymied by density-dependent population responses. We tested a harvest removal strategy for invasive Rusty Crayfish (Faxonius rusticus) at two nearshore native fish spawning habitats in northern Lake Michigan. Changes in average Rusty Crayfish densities were evaluated with a before-after reference-impact study design. We removed 3182 Rusty Crayfish, primarily adults (> 20 mm carapace length), at two sites over two harvest seasons, expending 17,825 trap days in effort. Generalized linear modeling results suggested a statistically significant reduction in Rusty Crayfish densities was achieved at one reef, Little Traverse Bay (LTB Crib). Reduced densities were sustained over the egg maturation period for native fish and into the following year after removal ceased. By late summer/early fall, between consecutive suppression efforts in 2018 and 2019, we observed a threefold increase in pre-removal densities. Size-frequency histograms from diver quadrat surveys showed higher abundances of juvenile (< 20 mm carapace length) size classes the following spring and summer at LTB Crib compared to its paired reference site. Stock-recruit curves fit to count data, pooled across all sites, provided further evidence of density-dependence. With a proviso that we only conducted two seasons of consecutive suppression, this study highlights an important aspect of invasive species management and raises questions about the efficacy of adult-only crayfish removal strategies.



Facilitating effective collaboration to prevent aquatic invasive species spread.

Full Article Link

Abstract

Aquatic <u>invasive species</u> (AIS) threaten ecosystem health, serving as a major challenge for conservation efforts worldwide. Invasive species easily move across jurisdictional boundaries that may each have diverse management approaches, leading to management mosaics in which each manager's actions impact those of neighboring jurisdictions. Here, we investigate the potential impact of collaborations between counties in Minnesota in managing four aquatic invasive species (Eurasian watermilfoil, spiny waterflea, starry stonewort, and <u>zebra</u> mussels), with a focus on evaluating the efficiency of county-led prevention programs. We aimed to identify potential collaboration networks, each representing a group of counties with a relatively high number of potentially infested boats moving between them and describe the connections within those groups using social network analysis. We found that collaboration networks formed by ranking reciprocal connections amongst counties yielded efficiency gains over a non-collaborative or county-focused approach but were still less efficient than a state-wide approach. This study presents an analytical framework for identifying collaborations based on AIS dispersal pathways that may increase the efficiency of inter-jurisdictional prevention efforts.