

**Agenda**  
**Jefferson County Land & Water Conservation Committee (LWCC)**  
***"Working Together to Protect & Enhance the Environment"***  
**Jefferson County Courthouse**  
**320 S Main St - ROOM 112**  
**Jefferson, WI 53549**  
**Wednesday, October 16, 2013**  
**8:30 A.M.**

Committee Members: Sarah Bregant, Walt Christensen, Matthew Foelker, Carlton Zentner, Scott Zimmerman

1. Call to Order
2. Roll Call (Establish a Quorum)
3. Certification of Compliance with the Open Meetings Law
4. Review of the Agenda
5. Review and Approval of the September 18, 2013 Meeting Minutes
6. Communications
7. Citizen Comments
8. Animal Damage - Dave Terrel of Wildlife Services
9. County Farm Lease Bid Opening
10. Natural Resources Conservation Service Report (NRCS) - Dennis Vollmer
11. 2014 - 2019 Memorandum of Understanding with United States Department of Agriculture (USDA) & NRCS  
- Mark Watkins
12. Emerald Ash Borer Update - Mark Watkins
13. Federal Farm Bill & Possible Resolution Development - Walt Christensen
14. Notice of Noncompliance - Farmland Preservation Program (FPP)
15. Cancellation of Noncompliance - Farmland Preservation Program (FPP)
16. Monthly Financial Report
17. Set Next Meeting and Possible Agenda Items
18. Adjournment

Note: If committee members are not able to attend please notify the LWCD

The committee may discuss and/or take action on any item specifically listed on the agenda. Individuals requiring special accommodations for attendance at the meeting should contact the County Administrator at 920-674-7101 24 hours prior to the meeting so appropriate arrangements can be made.

**Land & Water Conservation Committee  
Minutes  
September 18, 2013**

**1. Call to Order:**

The monthly meeting was called to order by Walt Christensen at 8:30 a.m. Committee members Sarah Bregant, Walt Christensen, Matthew Foelker, Carlton Zentner, and Scott Zimmerman (@ 8:34) were present. Also in attendance were Mark Watkins, Director, Land & Water Conservation Department (LWCD); Kim Liakopoulos, LWCD; and Christopher Deegan, Department of Agriculture, Trade & Consumer Protection (DATCP).

**2. Roll Call (Establish a Quorum):**

A quorum was established.

**3. Certification of Compliance with the Open Meetings Law:**

It was determined that the committee was in compliance with the Open Meetings Law.

**4. Review of the September Agenda:**

The September agenda was reviewed by the committee members.

**5. Review and Approval of the August Meeting Minutes**

Sarah Bregant made a motion to approve the August meeting minutes as written, Matt Foelker seconded. Motion carried 4/0.

**6. Communications**

There were no communications at this time.

**7. Citizen Comments:**

Beth Gehred, Town & Country Resource Conservation & Development, Inc., talked to the committee in regard to programs being offered by Town & Country. Waterstar webinars have resumed. September 24, 2013 North Central Technical College in Wausau, WI will host a workshop, Income Opportunities in Agriculture, geared toward women, minority and urban farmers. Town & Country's Vision Team's final meeting for this year will be October 10, 2013.

**8. Jefferson County Emerald Ash Borer (EAB) Quarantine by DATCP - Christopher Deegan**

The EAB was first identified in 2002 in Michigan. UW-Whitewater was the first to identify it our region which prompted a search of the campus area. The search showed signs of EAB just inside Jefferson County. Continued checks then showed it in Watertown (@ Riverside Park) and Oconomowoc which lead to Jefferson County's quarantine. EAB only affects Ash Trees. All Ash products are to stay in the quarantined area. Hardwood firewood, regardless of species, is also to stay in the quarantined zone. An EAB infestation is very hard to identify without peeling the bark of the tree, which would also kill the tree. It may take 4-5 years to know that the tree is infected and only takes 5-6 years for EAB to kill the tree. DATCP and the Department of Natural Resources are working on many types of treatments such as hybridization with the Asian Ash which tolerates the borer and bio-control (using other bugs to fight EAB).

**9. Natural Resources Conservation Service (NRCS) Report:**

See attached. Dennis Vollmer was absent. The report will be revisited during the October meeting.

**10. Federal Farm Bill & Possible Resolution Development - Walt Christensen**

This item will be added to next month's agenda for further review. Part of the bill has been delayed due to the house having trouble agreeing on certain programs, i.e. SNAP and food stamps. Walt requested that this committee put together a resolution of support for County Board approval, supporting the bill. We, as a committee, should support this bill. It's important to our farmers and our county as a whole.

**11. 2014 Land & Water Conservation Department (LWCD) Budget - Mark Watkins**

We are under the target and levy limit for 2014. See attached.

**12. Notice of Noncompliance with Soil & Water Conservation Requirements - Farmland Preservation Program (FPP):**

None at this time

**13. Cancellation of Noncompliance - Farmland Preservation Program:**

None at this time

**14. Status of Cropland at Old Countryside Home Farm - Mark Watkins**

Status remains the same. Demo of the old building will start soon. After this is complete we'll have a better picture of the site. As of now, we think there will be approximately 22 acres of cropable land. It's not known how long it would take to get this land back into production. It may take years. Scott Zimmerman made a motion to draft a letter to Ben Wehmeier, County Administrator and John Molinaro, County Board Chairman/Supervisor, in regard to having the highway shop site construction manager keep track of the topsoil on site. None of the topsoil should leave the grounds and it should be placed for cropland. Matt Foelker seconded. Motion carried 5/0.

**15. Monthly Land & Water Conservation Department (LWCD) Financial Report - Mark Watkins**

Due to county-wide 2014 budget meetings, we haven't received an updated financial report for this month. A verbal report was given by Mark Watkins stating the department's budget remains healthy.

**16. Set next meeting and possible agenda items:**

It was decided by the members that the next regularly scheduled meeting of the Land & Water Conservation Committee will be held on October 16, 2013 at 8:30 in **Room 112**. Possible agenda items include: Items #9 - #15.

**17. Adjournment**

Motion to adjourn was made by Scott Zimmerman and seconded by Matt Foelker at 9:37 a.m. Motion carried 5/0.

**OPERATIONAL AGREEMENT  
 BETWEEN  
Jefferson COUNTY WISCONSIN  
 And the  
 UNITED STATES DEPARTMENT OF AGRICULTURE  
 NATURAL RESOURCES CONSERVATION SERVICE**

**I. Purpose:**

The purpose of this Operational Agreement is to identify the responsibilities of Jefferson County Wisconsin, hereafter called "County" and the United States Department of Agriculture, Natural Resources Conservation Service, hereafter called "NRCS," regarding the employment, administration, and training of field office employees; the provision, use, and responsibility for either County or NRCS owned/maintained equipment and supplies; the maintenance of fiscal and activity reports; and to define roles and responsibilities relating to the development of conservation priorities and policies.

**II. Background:**

The County, acting through its Land Conservation Committee or equivalent conservation organization partner, is responsible for planning, setting priorities and implementing land and water conservation programs as authorized under Chapter 92, Wisconsin Statutes.

The NRCS is authorized and directed under the terms of various federal statutes to carry out an assortment of Soil and Water Conservation Programs and to provide landowners, state and local governments, and other entities with natural resource conservation technical assistance, counseling, planning/design, and implementation activities. The NRCS has been granted specific authority to enter in to agreements with local Conservation Departments to share/leverage human and capital resources to address local resource concerns of each party's respective missions, goals, and objectives.

It is mutually agreed that because this memorandum provides guidelines for rendering specialized and technical services to State and local units of government pursuant to Title III, Section 302, of the Intergovernmental Cooperation Act of 1968 (P.L. 90-577), and OMB Circular No. A-97 the roles of the county and NRCS will be defined as follows.

**A. The NRCS will:**

1. Designate the Assistant State Conservationist for Field Operations as the NRCS liaison to the County for this Agreement.
2. Provide technical training to county employees in the art and science of soil conservation and water quality technology, the techniques of maintaining

NRCS records and the techniques of supervision and management, to the extent that NRCS personnel and facilities can be made available.

3. Provide consultation and guidance to the Land Conservation Committee Members, County Conservationist, and County Conservation Staff on NRCS policy and technical issues when requested.
4. Through the District Conservationist:
  - a. Collaborate with the county to develop work strategies designed to meet the soil and water conservation goals and objectives of the county's Land and Water Resource Management Plan, as well as NRCS's Local Work Group, State Technical Committee, and Agency Priorities.
5. Acknowledge the County Land and Water Resource Management Plan when convening the Local Work Groups (LWG) for developing and updating county conservation priorities.
6. Assist county employees when operating under the technical guidance of the NRCS to become proficient in doing technical work.
7. Assist county office personnel to become proficient in office procedures. Office personnel will assume responsibility for such office activities as mutually agreed to by the county and NRCS.
8. Authorize county employees, with proper clearance, to use NRCS equipment and supplies that are available within the county when such use will increase the effectiveness of the program of work of the county.
9. Require NRCS employees who use county equipment and supplies to follow the regulations and procedures required by the county.
10. Assume responsibility for damage or loss of county equipment, due to negligence or inappropriate use by an NRCS employee.
11. Ensure NRCS employees working within the county have a solid grasp and understanding of all relevant federal, state, and local laws and ordinances for which conservation program participants must comply.
12. Acknowledge state and county standards and specifications related to conservation work, and help inform prospective participants of such requirements. NRCS has no authority to assume joint responsibility when the county adopts standards and specification that differ from NRCS standards and specifications. NRCS has no authority to help the county apply practices for State or County programs using standards or specifications that are not contained in the FOTG.

13. Assume all responsibility for certification of need, practicability and performance of NRCS financial assistance program practices within the county.

B. The County will:

1. Designate the County Conservationist, or equivalent, as the County staff supervisor and liaison for this Agreement.
2. Provide training to NRCS employees on state and/or county laws and ordinances related to conservation program implementation.
3. Provide technical support to NRCS with the agency's conservation program implementation at the county level.
4. Through the County Conservationist, or equivalent:
  - a. Collaborate with the NRCS to develop work strategies designed to meet the soil and water conservation goals and objectives of the county's Land and Water Resource Management Plan, as well as NRCS's Local Work Group, State Technical Committee, and Agency Priorities.
5. Include county resource concerns and priorities as set by the Local Work Groups (LWG) when developing and updating the County Land and Water Resource Management Plan.
6. Acknowledge NRCS standards and specifications contained in the FOTG related to federal conservation work, and help inform prospective participants of such requirements.
7. **ACKNOWLEDGE OF SECTION 1619 COMPLIANCE.** The County shall only utilize NRCS customer files and information to carry out work of the NRCS programs, to include conservation planning activities and technical assistance. Use of NRCS customer case file information is not be used outside of official NRCS business, without consent from Landowner. The purpose of this Acknowledgment of Section 1619 compliance is to require acknowledgment by County partners of the requirements of Section 1619 of the Food, Conservation, and Energy Act of 2008 (the 2008 Farm Bill), which prohibits disclosure of certain information by the Department of Agriculture (USDA) and its cooperators(partners) who assists NRCS in the delivery of conservation-related service. Those individuals or organizations that assist NRCS with providing conservation-related services are known as NRCS Conservation Cooperators.

8. Adopt and require county employees to use NRCS standards and specifications contained in the FOTG in conservation planning and the application of soil conservation and water pollution abatement practices when assisting property owners, units of government and others. Reimbursement for technical assistance may be requested under terms of a separate agreement.
9. Provide equipment and supplies for county staff working under the terms of this agreement.
10. Authorize NRCS employees to use county equipment and supplies as appropriate in carrying out the County's Land and Water Resource Management Plan.
11. Assume responsibility for damage or loss of NRCS equipment when such damage or loss is due to negligence or inappropriate use by a county employee.
12. Maintain records of work activities and accomplishments on federally funded projects to ensure that:
  - a. Conservation planning and application and other required conservation activities can be reported as needed by the County and NRCS.
  - b. County employees are performing within their engineering job approval authority, as indicated on the NRCS /DATCP joint engineering job approval practitioners' certification.
  - c. Documentation is available for quality assurance reviews.
13. Use NRCS Government Owned Vehicle(GOV) *provided*;
  - a. Use is for official business and does not cause any conflict of interest or appearance issues as determined by the NRCS.
  - b. County submits proof of current liability insurance policy that names the USDA as an insured and in an amount approved by the NRCS (Minimum \$500,000)
  - c. Each County driver applicant provides a copy of their valid state driver's license which will be verified on the XXXX form.
  - d. County Driver receives written NRCS authorization prior to beginning use. This will be a *Letter of Authorization for NRCS Vehicle Use* issued by the NRCS Liaison to this agreement (generally the Assistant State Conservationist for Field Operations in your NRCS Admin Area). *A COPY OF THIS LETTER MUST BE IN POSSESSION of THE COUNTY USER WHILE OPERATING A USDA NRCS VEHICLE. (see Attachment B of this Agreement)*
  - e. Vehicle is otherwise available (not scheduled for NRCS user), prior to use. Local NRCS approval is provided by the NRCS District Conservationist or Acting, and the employee using the vehicle properly signs for the GOV on the local NRCS sign-out sheet.

**III. It is mutually agreed that:**

- A. By signing this agreement, the parties agree that all programs and/or activities provided for under this agreement will be conducted in compliance with all applicable Federal, State, and local laws, rules, regulations, and policies.
- B. Civil rights policies will be complied with by entities that assist NRCS in administering its programs and services and are recognized as Partners. The Department of Agriculture Regulation 7 CFR, Part 15.5, DR 4330-2, and the NRCS GM 230, Part 405 set forth agents of the agency's responsibilities in program delivery with respect to Equal Opportunity.
- C. Ethics/Conflict of Interest; NRCS staff are required to inform their Supervisor when attempting to participate in NRCS Programs (i.e. applying, contracting, etc.), and remove themselves from certain decisions (i.e. developing ranking questions, ranking certain applications, etc.) that may influence how programs are administered within their jurisdiction. NRCS encourages County Staff to be cognizant of potential conflicts of interest when they are supporting NRCS Programs, and attempting to be a Program Participant at the same time. It is recommended County Staff pursue the same ethical standards as NRCS to avoid any potential for, or the appearance of a conflict of interest.
- D. This agreement shall become effective on the date of the last signature hereto and shall continue in effect for a period of five years from that date unless terminated by either party. Any party to this agreement may terminate the agreement as it applies to that party upon notice in writing to the other parties at least sixty (60) days prior to the date of termination. Any party may request amendment of the agreement by notifying the other parties in writing of the nature and purpose of the requested amendment.
- E. Memorandum of Understanding (MOU's) and associated agreements between NRCS, conservation partners and American Indian Tribes are to be evaluated and modified to avoid conflicts of interest. NRCS policy for support comes from the General Manual (GM) Section 504.14 (Amend.68-November 2012) Conservation Partners and includes the following guidance as it relates to support of partners who solicit to obtain reimbursement for services provided:



1. Conservation partners who are co-located in NRCS offices and decide to compete as third-party vendors of Technical Service Providers (TSP) assistance must relocate their TSP-associated business outside NRCS offices and information systems.
2. In order to provide fair access to competitive grants and agreements, those conservation partners that wish to compete for TSP contracts and/or agreements, must find separate arrangements when they share NRCS office space, customer files and information, and NRCS equipment. These separate arrangements will ensure that partners wishing to act as TSPs will not have an unfair competitive advantage when soliciting competitive contracts and agreements with NRCS or when contracting with program participants.

As a condition of a grant, cooperative working, Operational, Cooperative or contribution agreement with the (insert name of county Department or Land Conservation Committee) assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b) which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

For \_\_\_\_\_ COUNTY:

\_\_\_\_\_  
County Conservationist Date

\_\_\_\_\_  
County Land Conservation Committee  
Chair Date

\_\_\_\_\_  
County Board of Supervisors Chair Date  
(as applicable)

\_\_\_\_\_  
County Board of Supervisors vice Chair Date  
(As applicable)

**For UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE**

\_\_\_\_\_  
NRCS District Conservationist Date

\_\_\_\_\_  
NRCS Assistant State Conservationist for  
Field Operations Date

\_\_\_\_\_  
NRCS Wisconsin State Conservationist  
Jimmy Bramblett Date (effective date)

**(Attachment A)**

**LETTER OF AUTHORIZATION FOR NRCS VEHICLE USE**

**Approval Period: (Insert date to reflect the date of or after operational agreement signed by the State Conservationist)**

**(ADDENDUM TO OPERATIONAL AGREEMENT BETWEEN (County Name) Land Conservation Department and the United States Department of Agriculture-NRCS-WI)  
(County Name) Land Conservation Department's conservation staff located at the (enter Service Center Location) will use NRCS Government Owned Vehicles (GOV) provided;**

- a. Use is for official business and does not cause any conflict of interest or appearance issues as determined by the NRCS. Storage at a private residence is not allowed under this agreement without specific, prior, approval via the NRCS Assistant State Conservationist – Field Operations on a case-by-case basis.
  - Examples of County related activities that are acceptable when using NRCS GOV
    - Meeting with Cooperators to complete any stage of the Conservation planning process.
    - Design, layout, and construction of conservation practices
    - Acquiring signature(s) and/or additional documentation needed for Financial Assistance Program participation
- b. County submits proof of current liability insurance policy that names the USDA as an insured and in an amount approved by the NRCS (Minimum \$500,000 unless otherwise noted)
- c. Each County driver applicant provides a copy of their valid state drivers' license to District Conservationist.

Approved by: \_\_\_\_\_  
(Enter name of ASTC-FO)

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**Authorized County/Partner driver**

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**Authorized County/Partner driver**

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**Authorized County/Partner driver**

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**Authorized County/Partner driver**

**Note: Copy of authorized County/partner driver's licenses is to be submitted to the Area office.**

**CERTIFICATE OF INSURANCE**

ISSUE DATE: 12/18/2009

**ALGIS CORPORATION**  
 18350 W. CAPITOL DRIVE  
 BROOKFIELD, WISCONSIN 53045  
 TEL: (800) 236-6885  
 FAX: (262) 781-7743

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED:**  
 Juneau County  
 Courthouse Annex - Room 14  
 220 East LaCrosse Street  
 Mauston, WI 53948

**COMPANIES AFFORDING COVERAGE**

**SAMPLE**

COMPANY  
 LETTER A  
 WISCONSIN COUNTY MUTUAL INSURANCE CORPORATION

**COVERAGES**  
 WE HEREBY CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE IS GRANTED BY THE POLICIES DESCRIBED HEREIN SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS THEREON, AND ANY OTHER PROVISIONS WHICH MAY HAVE BEEN REDUCED BY LAWS OR CASES.

CO. IJIR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	LIABILITY GENERAL LIABILITY LAW ENFORCEMENT LIABILITY PUBLIC OFFICIALS B&O AUTOMOBILE LIABILITY ALL OWNED AUTOS HIRED & NON-OWNED AUTOS UNINSURED MOTORISTS UNDERINSURED MOTORISTS	12910	1/1/2010	1/1/2011	EACH OCCURRENCE \$10,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:**  
 Certificate Holder is named as additional insured with regards to County use of U.S. Dept. of Agriculture Soil Conservation Service vehicles: 2003 Chevy S10 Pickup, 2002 Chevy Silverado 1500 Pickup & 2001 Jeep Cherokee Sport Utility

**CERTIFICATE HOLDER:**  
 United States Department of Agriculture  
 Soil Conservation Service  
 c/o Greg Lowe  
 Juneau County Land Conservation Committee  
 220 East LaCrosse  
 Mauston, WI 53948

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**  
 Karen Flynn

**EXAMPLE OF CERTIFICATE OF INSURANCE**

