

Jefferson County Land & Water Conservation Committee Agenda
"Working Together to Protect & Enhance the Environment"

Jefferson County Highway Committee Room ~ 1425 Wisconsin Dr, Jefferson, WI 53549-1701

Wednesday, May 17, 2023 @ 8:30 am

Join Zoom Meeting ~ <https://us06web.zoom.us/j/81594414745>
Meeting ID: 815 9441 4745# ~ Dial by your location: +1 312 626 6799

Committee Members: Matt Foelker (Chair) (UW), Walt Christensen (Vice-Chair), Dan Herbst (UW), Cassie Richardson, Meg Turville-Heitz, Kirsten Jurcek (FSA), and Margaret Burlingham (PACE)

1. Call to Order
2. Roll Call (Establish a Quorum)
3. Certification of Compliance with the Open Meetings Law
4. Review of the May Agenda
5. Approval of the April 19, 2023 Meeting Minutes
6. Public Comment (members of the public who wish to address the Committee on specific agenda items must register their request at this time)
7. Communications
 - Department of Agriculture, Trade & Consumer Protection (DATCP) May 2023 Report
 - Board of Health: Spray Irrigation of Manure and Other Industrial Waste
8. Discussion on Natural Resources Conservation Service (NRCS) Report
9. Discussion and Possible Action on Memorandum of Agreement with NRCS
10. Discussion on Departmental Updates
11. Discussion on Water Resources Management Specialist Hiring Progress
12. Discussion on Jefferson County Groundwater Study
13. Discussion on Koshkonong Creek Watershed Program
14. Discussion on Producer-Led Groups: Jefferson County Soil Builders & Rock River Regenerative Graziers
15. Discussion and Possible Action on Notices of Noncompliance - Farmland Preservation Program (FPP)
16. Discussion and Possible Action on Cancellation of Notices of Noncompliance - FPP
17. Discussion on Fourth Grade Farm Tour
18. Discussion and Possible Action on Purchase of Agriculture Conservation Easement (PACE) Applications & Baseline Documentation
19. Discussion and Possible Action on Funding for PACE Program
20. Discussion on Jefferson County Farmland Potential Sale
21. Review of the Monthly Financial Report (March)
22. Discussion on Items for the Next Agenda
 - Next Scheduled Meeting June 21, 2023 @ 8:30 am in the Highway Committee Room
23. Adjournment

A quorum of any Jefferson County Committee, Board, Commission, or other body, including the Jefferson County Board of Supervisors, may be present at this meeting.

Individuals requiring special accommodations for attendance at this meeting should contact the County Administrator 24 hours prior to the meeting at (920) 674-7101 so appropriate arrangements can be made.

Land & Water Conservation Committee Minutes

April 19, 2023

1. Call to Order:

The monthly meeting was called to order by Matt Foelker at 8:30 am. Committee Members Matt Foelker (Chair) (UW), Walt Christensen (Vice-Chair), Dan Herbst (UW), Cassie Richardson (via Zoom), Meg Turville-Heitz (via Zoom), Kirsten Jurcek (FSA), and Margaret Burlingham (PACE), were present. Also in attendance were Patricia Cicero, Director, Land & Water Conservation Department (LWCD); Kim Liakopoulos, LWCD; and Dave Hoffman, LWCD.

- Others in Attendance: Dean Weichmann, Jefferson County Soil Builders, and Anita Martin

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 April Agenda:

The April agenda was reviewed by the committee members. No changes were proposed.

5. Approval of the March 15, 2023 Meeting Minutes:

Turville-Heitz made a correction to the spelling of her name in Item #17. Christensen made a motion to approve the March 15, 2023 meeting minutes as corrected, Herbst seconded. Motion passed 7/0.

6. Public Comment:

There were no comments.

7. Communications:

- Department of Agriculture, Trade & Consumer Protection April 2023 Report.
- Land & Water Conservation Department 2022 Annual Report.

8. Natural Resources Conservation Service (NRCS) Report:

NRCS did not attend the meeting therefore a report was unavailable. Jurcek informed the committee that Andy Berndt will be leaving NRCS 5/7/2023. NRCS will be hiring two Area Resource Conservationists per County in the future.

9. Discussion on Departmental Updates:

Several water resources reports have been produced: aquatic plant reports on Hope Lake, Mud Lake, and the mill pond at Rock Lake, Rock Lake internal phosphorus loading, and Lower Spring Lake aquatic plant management report. Staff is working on the Watertown water quality trading practices and specifications. The County Board approved the Intergovernmental Agreement with Watertown. Tree sale pickup will take place at the Parks shop this year, 4/26 & 4/27. The Annual Report was provided to the County Board and Cicero will give an oral report at the May meeting.

10. Discussion on Water Resources Management Specialist Position:

Marisa Weider has chosen to leave the LWCD for a job with a private company. The water resources position has been posted. Cicero will be handling water resources for the time being.

11. Discussion on Jefferson County Ground Water Study Update:

The goal of recruiting 800 wells for this study was reached. The kits will be sent out at the end of April.

12. Discussion on Acquiring a Nitrate Meter to Test Groundwater:

American Rescue Plan Act (ARPA) funds can be used to purchase a nitrate meter. Cicero spoke to Kevin Masarik, UW Steven's Point, and he recommended using a testing kit instead which will be less expensive.

13. Discussion on Producer-Led Groups: Jefferson County Soil Builders (JCSB) & Rock River Regenerative

Graziers (R3G): JCSB & R3G held a joint meeting to discuss the rainfall simulator at Brew with a View with NRCS 6/22/2023. Educational outreach - JCSB will have a field day 6/1/23 - R3G will have a field day 6/21/23 and a pasture walk 7/19/23 - JCSB & R3G combined field day 9/21/23.

14. Discussion and Possible Action on Notices of Noncompliance - Farmland Preservation Program (FPP):

There were no notices.

15. Discussion and Possible Action on Cancellation of Notice of Noncompliance - FPP:

C&J Hutchins Trust

Burlingham made a motion to accept the notice, Herbst seconded. Motion passed 7/0.

16. Discussion and Possible Action on Participation in the Fourth Grade Farm Tour:

Christensen, Richardson, Weichmann & Dave Hoffman (LWCD) will attend and perform the Apple as the Earth demonstration at the May 3, 2023 tour.

17. Discussion and Possible Action on Purchase of Agriculture Conservation Easement (PACE) Applications & Baseline Documentation: The Cummings easement baseline has been started. LWCD is awaiting the title search and a Forest Management Plan. The next step for the Rollefson easement is an appraisal.

18. Discussion and Possible Action on Funding for PACE from the Sale of County-Owned Farmland:

The most recent easement appraisal is over what was anticipated, and funding may be an issue for the next easement.

19. Review of the Monthly Financial Report (February):

The most recent statement of revenues and expenditures was distributed.

20. Discussion on Items for the Next Agenda:

Possible agenda items include: Invite American Farmland Trust to an LWCC meeting to share the benefits of agricultural conservation easements and the cost of rural development to the community. The Finance Committee may be invited to the presentation.

- **Next Scheduled Meeting:** May 17, 2023 @ 8:30 in the Highway Committee Room

Turville-Heitz informed the committee that she will be unable to attend the May LWCC meeting.

21. Adjournment:

Christensen made a motion to adjourn at 9:50 am, Herbst seconded. Motion passed 7/0.

Committee member Kirsten Jurcek has been appointed to serve on this committee due to her status as the designated Farm Service Agency committee member. All her opinions and votes are as a member of the public and as a producer/farmer, not as a representative of the Farm Service Agency, United States Department of Agriculture, or Federal Government.



DATCP REPORT
Bureau of Land and Water Resources
May 2023

Soil and Water Resources Management Grants

- 2023 SWRM Schedule of Awards will be emailed out soon. Please confirm receipt of the documents.
- A reminder of Uses of SEG cost-share funds:
 - Up to 50% of your SEG allocation may be used for cropping practices such as cover crops without DATCP approval. A nutrient management checklist is required with the reimbursement request.
 - Up to 50% of your SEG allocation may be used for bond projects in support of implementing nutrient management plans WITH DATCP preapproval.

ATCP 50 Rule Revision Update

- The Department will request approval of the hearing rule draft for Wis. Admin. Code Ch. ATCP 50 relating to Soil and Water Resource Management Program at the ATCP Board Meeting on May 11. Materials for this meeting, including the preliminary hearing draft, can be found on the [ATCP Board website](#).
- If approved, the Department will host public hearings on the hearing rule package the first week of June. More information is available on our [website](#).
- A short [summary of proposed changes](#) is available on the website.

Nutrient Management News

- Check the [DATCP NM Homepage](#) to find the newly released [2022 Nutrient Management Update](#)!
- We are bringing back the Nutrient Management Regional Meetings! Registration is free and CEUs will be available. See the flyer here: [2023RegionalMeetingsFlyer.pdf \(wi.gov\)](#)
 - August 28 - [Register](#)
9 a.m. to 12 p.m.
Rib Mountain Municipal Use Center
227800 Snowbird Ave., Wausau, WI 54401
 - August 29 - [Register](#)
9 a.m. to 12 p.m.
James P. Coughlin Center (CPCC)
625 E. County Road O, Oshkosh, WI 54901
 - August 31 - [Register](#)
9 a.m. to 12 p.m.
CVTC Eau Claire Campus
620 W. Clairemont Ave., Eau Claire, WI 54701
 - September 6 - [Register](#)
9 a.m. to 12 p.m.
Jefferson County Highway Department
1425 South Wisconsin Drive, Jefferson, WI 53549
 - September 7 - [Register](#)
9 a.m. to 12 p.m.
Lafayette County Multi Purpose Facility
11974 Ames Road, Darlington, WI 53530
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Conservation Engineering

- NRCS recently updated their website and as part of that process the location of design tools such as standard drawings, design spreadsheets and manuals/handbooks can now be found on the Field Office Technical Guide (FOTG) website linked [here](#). These tools are found in the navigation pane on the left side of the webpage under:
 - Section 1 – General Resource References => Engineering Resources

Livestock Facility Siting

- The ATCP 51 [Technical Expert Committee](#) will have their last substantive meeting on May 17th from 9am – Noon. They will review general standards and finalize their recommendations from previous meetings.

Land and Water Conservation Board-LWRM Plans

- The Advisory Committee on Research met virtually on May 2nd from 9 - 10am. Parties that wish to address the Committee at future meetings should contact Zach Zopp @ zach.zopp@wisconsin.gov in advance to schedule the appropriate agenda item.
- The June 6, 2023, Land and Water Conservation Board meeting will be held in Green Lake County. Kewaunee and Green Lake County will present a 5-year review of their LWRM plans. Following the meeting the Green Lake County Land Conservation staff will lead a tour of various projects and sites in Green Lake County.

Farmland Preservation Program and Agricultural Enterprise Areas (AEA)

- We are prioritizing FP agreement applications that are submitted to the department by *Monday, November 6, 2023*. We will continue to accept and process agreement applications as they are received after that date however those submitted later than November 6th may not be processed before the end of the taxable year. Encourage landowners to apply early to ensure they can receive the 2023 tax credit. The FP agreement application can be found [here](#).
- A new *Conservation Compliance for Farmland Preservation Program Participants* publication is ready and available [here](#). This publication can be a useful tool to help potential or existing participants or new county staff understand the compliance requirements for FPP. Direct questions regarding conservation compliance to Cody Calkins @ cody.calkins@wisconsin.gov.
- The 2023 AEA Petition cycle to designate new or modify existing AEAs is now open through July 28, 2023. Petition materials are available [here](#). If you are planning to petition for an AEA in 2023, please contact Wednesday Coye (wednesday.coye@wisconsin.gov) to schedule your interview.
- Farmland Preservation Program staff will work with counties to craft outreach initiatives focused on areas of interest for renewable energy projects that are eligible for, or enrolled in, FP. Contact DATCPWorkingLands@wisconsin.gov to discuss needs or examples.

Conservation Reserve Enhancement Program (CREP)

- Monitoring CREP easements in your county is important for ensuring the conservation benefits on each site continues for the long term. Monitoring also helps maintain open communication with landowners, understanding requirements of the easements and identifying issues on the site prior to them becoming severe. LCD's can find the [CREP easement monitoring form](#) on the CREP-For Counties website. DATCP has hired a CREP Program Intern again for this summer to assist counties with CREP easement monitoring site visits. They will be reaching out to county LCD's, but if you would like to put your county on the list for monitoring assistance before then, please contact Brian Loeffelholz at Brian.Loeffelholz@wisconsin.gov.

- The [2022 Annual DATCP CREP Report](#) is available on the CREP website. Thanks to everyone for all your work on CREP over the past year working with landowners and partners to get conservation practices on the ground and maintained. It could not be done without you!
- Virtual CREP 101 Trainings are offered by DATCP to all CREP counties. The trainings are per LCD request and review program requirements, landowner engagement, agency partnership coordination and county administrative processes. All local agency partners are invited to attend and the training is valuable to both new and seasoned local CREP staff. Please contact Brian Loeffelholz at Brian.Loeffelholz@wisconsin.gov to set up a time for training in your county.

Agricultural Impact Statement (AIS) Program

- The AIS program is currently drafting an AIS for the City of Oshkosh's proposed Rural II Detention Basin in the Town of Algoma in Winnebago County, WI. The AIS program is actively reaching out to affected agricultural landowners and consulting with impacted units of government regarding the project.
- Curious about what the AIS program is and does? Check out the [Intro to the AIS program](#) video at agimpact.wi.gov. Do you have questions about the AIS program? Check out our [Frequently Asked Questions](#) page that addresses many of your top AIS questions. You can also contact DATCPAgImpactStatements@wi.gov with questions regarding any active AIS statement or the AIS program.

Producer-Led Watershed Protection Grant (PLWPG) Program

- Staff will be hosting a webinar, *Managing Your Producer-Led Grant*, on Thursday, May 18th at 10am to review helpful information for keeping a PL grant organized and on track. [Register here](#). Questions contact dana.christel@wi.gov.
- A partnership guide for new and existing producer-led groups was recently published: [PLWPG Program Partner Guide \(wi.gov\)](#)
- Several other case study and pilot project reports have been published to the Projects and Resources page: [DATCP Home Producer-Led Watershed Protection Grants: Projects & Resources \(wi.gov\)](#).

Nitrogen Optimization Pilot Program

- NOPP grant recipients and planned projects have been [announced](#).

Legislation Updates

- [Senate Bill 59](#) and [Assembly Bill 65](#) - Relating to: eligibility for producer-led watershed, lake, and river protection grants.
- [Senate Bill 134](#) and [Assembly Bill 133](#) - Relating to: farmland preservation agreements and tax credits.
- [Senate Bill 147](#) and [Assembly Bill 131](#) - Relating to: membership in county land conservation committees.
- [Senate Bill 220](#) and [Assembly Bill 220](#) - Relating to: funding for the Fenwood Creek watershed pilot project.

MEMORANDUM OF AGREEMENT BETWEEN THE
United States Department of Agriculture, Natural Resources Conservation Service
AND
Jefferson County Land and Water Conservation Department

I. PURPOSE

This Memorandum of Agreement (MOA) is entered into between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) and the Jefferson County Land and Water Conservation Department (Jefferson County LWCD). The collective name of both entities is hereafter referred to as the “Parties”.

The Parties have common objectives of delivering technical and financial assistance to farmers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands. The Parties recognize the importance of natural resources, the wise use and management of these natural resources, and, as appropriate, the protection and/or development of these natural resources. This agreement is made and entered into with the objectives of:

- Continuing to support the delivery of excellent and innovative customer service;
- Recognizing conservation planning as foundational to our work, and working together to meet the conservation planning assistance needs of our cooperators/customers;
- Strengthening and modernizing conservation delivery to optimize efficiency and effectiveness;
- Broadening our outreach to existing and new customers and partners;
- Supporting science-based decision making as close to the resource issue/opportunity as possible;
- Encouraging a voluntary approach as the primary means of accomplishing conservation goals; and
- Using sound approaches to strengthen each Party and its role in the delivery of soil, water, and related natural resource conservation across the nation.

II. BACKGROUND

The Parties share a history of collaborating to deliver comprehensive technical and financial assistance to farmers, forest stewards, and other entities to voluntarily protect, restore, and enhance natural resources.

The Soil Conservation Service was established in 1935 (renamed NRCS in 1994 to reflect its broader conservation mission). NRCS is committed to “helping people help the land.” It provides assistance and resources for conservation practices that improve water and air quality, prevent erosion, restore wetlands, and enhance wildlife. NRCS’s approach to mission delivery and customer service is deeply rooted in the notion that locally-led, voluntary efforts yield the most effective and productive outcomes. Locally-led conservation is the principle that farmers, ranchers, and forest stewards know their lands better than anyone else based on their personal knowledge and experience with those lands. As such, they are best positioned to make optimal decisions for the benefit of their operations, its natural resource conditions, and their communities.

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

III. STATEMENT OF MUTUAL BENEFIT

The Parties recognize the importance of working together to broaden strategic assessment and planning authority under the Soil and Water Resources Conservation Act of 1977 for the conservation, protection, and enhancement of soil, water, and related natural resources. The Parties further recognize that natural resources are finite and under increasing pressure from a variety of impacts. Soil, water, air, plants, animals, and energy are all addressed under the programs, initiatives, and partnership efforts of the Parties.

In order to deliver the necessary technical and financial assistance to enable locally-led, voluntary conservation, the Parties agree to adhere to the principles, roles, and responsibilities outlined in this section of the MOA. This MOA does not affect or modify existing regulations or agency responsibilities and authorities. Moreover, this MOA does not commit either part to activities beyond the scope of its respective mission and statutory authorities.

IV. RESPONSIBILITIES

A. NRCS will:

1. Designate the NRCS Assistant State Conservationist for Field Operations as the liaison to Jefferson County LWCD for this Agreement.
2. Collaborate with Jefferson County LWCD to develop and implement work strategies designed to meet the soil and water conservation goals and objectives of the County Land

and Water Resource Management Plan, as well as NRCS's Local Work Group, State Technical Committee, and Agency Priorities.

3. Acknowledge the County Land and Water Resource Management Plan when convening the Local Work Group for developing and updating County conservation priorities.
4. Provide consultation and guidance to the County Land and Water Conservation Committee and County Conservation staff on NRCS policy and technical issues when requested.
5. Assist in providing technical training to County employees in the art and science of soil conservation and water quality technology, to the extent that NRCS personnel can be made available.
6. 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 specifications that differ from NRCS standards and specifications. NRCS has no authority to help the County apply practices for State or County programs using standards and specifications that are not contained in the Field Office Technical Guide (FOTG).

B. Jefferson County LWCD will:

1. Designate the County Conservationist, or equivalent, as the liaison for this Agreement.
2. Collaborate with the NRCS to develop and implement work strategies designed to meet the soil and water conservation goals and objectives of the County Land and Water Resource Management Plan, as well as NRCS Local Work Group, State Technical Committee, and Agency Priorities.
3. Include County resource concerns and priorities as set by the Local Work Group when developing and updating the County Land and Water Resource Management Plan.
4. Acknowledge NRCS standards and specifications contained in the NRCS FOTG related to federal conservation work, and help inform prospective participants of such requirements.
5. Assist in promoting NRCS programs to the extent as determined by the County.
6. Assist in providing training to NRCS employees on State and/or County laws and ordinances related to conservation program implementation, to the extent that County personnel can be made available.

V. DATA AND INFORMATION SHARING

1. Any information furnished to NRCS under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
2. Activities performed under this agreement may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term “confidential information” means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
3. Jefferson County LWCD personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. Jefferson County LWCD personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with 7 USC 8791 (Section 1619 of PL 110-234, the Food, Conservation, and Energy Act of 2008).
4. See Appendix A, “ACKNOWLEDGMENT OF REQUIREMENTS FOR PROTECTION OF PRIVACY OF PERSONAL AND GEOSPATIAL INFORMATION RELATING TO NATURAL RESOURCES CONSERVATION SERVICE PROGRAMS.” The signatory agrees to abide by these requirements as a condition of receiving access to such information.

VI. GENERAL PROVISIONS

A. Period of Performance

1. This MOA takes effect upon the signature of the Parties and shall remain in effect until mutually modified or terminated.

B. Amendments

1. This MOA may be extended or amended upon written request of either Party and the subsequent written concurrence of the other. Either of the Parties may terminate this MOA with a 60-day written notice to the other.

C. Transfer of Funding or Non-Monetary Resources

1. This MOA is established to document the collaborative relationship between the Parties. Nothing in this MOA shall require either Party to obligate or transfer funding, or anything of value. This may include, but is not limited to:
 - a. Office spaces and equipment/supplies
 - b. Vehicles and associated expenses (e.g., fuel, maintenance)
 - c. Computers, software, and technical equipment

2. Specific work projects or activities that involve the transfer of funds, services, or property will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOA does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations. The appropriate instruments include:
 - a. Cooperative Agreement (2 CFR 200.24), which allows federal agencies to transfer a thing of value to the State, local or Tribal government, or other recipient to carry out a public purpose of support or stimulation authorized by law of the United States.
 - b. Contribution Agreement (7 CFR 6962a), which is a unique statutory authority allowing NRCS to enter into an agreement with a non-federal entity that shares a mutual purpose in carrying out NRCS programs. All parties must contribute resources to the accomplishment of these objectives.
 - c. Reimbursable Agreement (31 USC 6505; PL 90-577), which allows federal agencies to provide specialized or technical services to State and local governments.

D. Other

1. This MOA is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.
2. The Parties and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner.
3. All activities and programs conducted under this MOA shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving federal financial assistance from the Department of Agriculture or any Agency thereof.
4. All activities conducted under this MOA shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

VII. SIGNATURES

In witness whereof, the Parties to this MOA through their duly authorized representatives have executed this MOA on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA as set forth herein.

JEFFERSON COUNTY LAND & WATER CONSERVATION DEPARTMENT

Draft – do not sign

Benjamin Wehmeier	Date
County Administrator	

USDA NATURAL RESOURCES CONSERVATION SERVICE

Draft – do not sign

Jeremy Bennett	Date
Acting State Conservationist	

APPENDIX A

ACKNOWLEDGMENT OF REQUIREMENTS FOR PROTECTION OF PRIVACY OF PERSONAL AND GEOSPATIAL INFORMATION RELATING TO NATURAL RESOURCES CONSERVATION SERVICE PROGRAMS

I. Purpose and Background

The purpose of this Acknowledgment of Section 1619 compliance (hereinafter, “Acknowledgment”) is to require acknowledgment by Winnebago County Land & Water Conservation Department (hereinafter, the “Conservation Cooperator”) of the requirements of 7 USC 8791 (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. The Conservation Cooperator assists USDA in the delivery of conservation-related services (for example, services that sustain agricultural productivity, improve environmental quality, reduce soil erosion, enhance water supplies, improve water quality, increase wildlife habitat, and reduce damages caused by floods and other natural disasters) or with monitoring, assessing, or evaluating of conservation benefits from USDA conservation programs under a Federal agreement. Those individuals or organizations (governmental or nongovernmental) that assist USDA with providing conservation-related services are known as Conservation Cooperators.

II. NRCS Conservation Cooperator

As a Conservation Cooperator, the Conservation Cooperator is authorized access to otherwise-protected agricultural information. Such protected information must be strictly limited to only that information necessary for the Conservation Cooperator to provide conservation related services or to perform monitoring, assessing, or evaluating of conservation benefits (as specified in the agreement between NRCS and the Conservation Cooperator). Disclosure to the Conservation Cooperator can include receiving the protected information either 1) directly from USDA; 2) directly from the producer or owner as part of the process required to enable a producer or owner to participate in a USDA program; or 3) in another manner with the producer’s permission.

III. Section 1619 of the 2008 Farm Bill

Section 1619 of the Food, Conservation, and Energy Act of 2008 hereinafter, “section 1619” provides that USDA, or any “contractor or cooperator” of USDA, “shall not disclose—(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in the programs of the Department; or (B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.” USDA may disclose protected information to a USDA cooperator when such cooperator is “providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices” if USDA determines that the protected information will not be subsequently disclosed, except in accordance with the exceptions contained in Section 1619. The Conservation Cooperator is a “contractor or cooperator” of USDA within the meaning of Section 1619. Accordingly, the Conservation Cooperator may not subsequently disclose any information protected by section 1619. By entering the agreement that references this Acknowledgement, the Conservation Cooperator is certifying future compliance with the statutory obligations under Section 1619.

IV. Responsibilities

- A. The Conservation Cooperator certifies that:
1. It acknowledges and understands that the Conservation Cooperator is legally bound by Federal statute to comply with the provisions of Section 1619 and that the Conservation Cooperator will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this Acknowledgment. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The Conservation Cooperator will be held responsible should disclosure of the protected information occur.
 2. Acceptance of the agreement referencing this Acknowledgment legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the Conservation Cooperator to comply with the provisions in Section 1619. The Conservation Cooperator must consult with USDA prior to providing protected information to an entity or individual outside of the Conservation Cooperator and as necessary to implement the program to ensure that such release is permissible.
 3. The Conservation Cooperator will use the protected information only to perform work that is directly connected to conservation related services or perform monitoring, assessing, or evaluating conservation benefits, as specified in the agreement between NRCS and the Conservation Cooperator (hereinafter, "the Work"). Use of the protected information to perform work that is not directly connected to the Work is expressly prohibited.
 4. The Conservation Cooperator must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information in order to perform the Work.
 5. The provisions in Section 1619 are continuing obligations. Even when the Conservation Cooperator is no longer a Conservation Cooperator, or when individuals currently affiliated with the Conservation Cooperator become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with the provisions of this Acknowledgment.
 6. The Conservation Cooperator must notify all managers, supervisors, employees, contractors, agents, and representatives about this Acknowledgment and the requirements of Section 1619. For the duration of this Acknowledgment, notifications about the existence of this Acknowledgment must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
 7. When the Conservation Cooperator is unsure whether particular information is covered or protected by Section 1619, the Conservation Cooperator must consult with USDA to determine whether the information must be withheld.
 8. This Acknowledgment is nontransferable and may not be bought, sold, traded, assigned, extended to, or given free of charge to any other individual or organization not directly covered by this Acknowledgment.
 9. Use of the protected information for any purpose is expressly prohibited when an individual or organization is no longer a Conservation Cooperator. When the Conservation Cooperator

is no longer a Conservation Cooperator, any protected information provided under this Acknowledgment must be immediately destroyed or returned to USDA. The Conservation Cooperator must provide to USDA written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.

10. The State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

V. Protected Information

- A. An example of the type of information prohibited by disclosure under Section 1619 includes, but is **not limited to**, the following:
 1. State identification and county number (where reported and where located).
 2. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
 3. Farm, tract, field, and contract numbers.
 4. Production shares and share of acres for each Farm Serial Number (FSN) field.
 5. Acreage information, including crop codes.
 6. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
 7. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
 8. Location of conservation practices.
- B. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program *that is otherwise authorized by law*" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the Conservation Cooperator shall consult with USDA if there is any uncertainty as to the provision of such information.
- C. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The Conservation Cooperator must consult with USDA as to whether specific information falls within this exception prior to relying on this exception.

VI. Violations

The Conservation Cooperator will be held responsible for violations of this Acknowledgment and Section 1619. A violation of this Acknowledgment by the Conservation Cooperator may result in action by USDA, including termination of the underlying Federal agreement.

VII. Effective Period

This Acknowledgment will be in effect on the date of the final signature of the underlying agreement and continues until USDA notifies the Conservation Cooperator that the Acknowledgment is no longer required based on changes in applicable Federal law.

Statement of Work

I. Purpose

The purpose of this agreement is to accelerate delivery of Farm Bill programs and enhance conservation delivery through a partnership with the Jefferson County Land and Water Conservation Department. The Natural Resources Conservation Service (NRCS) and Jefferson County Land and Water Conservation Department (Partner) (together, Parties) have a mutual interest in delivering timely and effective assistance to customers participating in USDA programs and addressing natural resource concerns.

This agreement supplements the Memorandum of Agreement between the Parties and documents areas of common interest and clarifies the roles of federal, state, and local partners in providing conservation leadership and technical and financial assistance to customers in order to help them conserve and enhance natural resources through a voluntary cooperative approach. The agreement will specify the transfer of resources between NRCS and the Partner to accomplish delivery of NRCS programs and mutual conservation priorities.

II. Objectives

The Parties will jointly address opportunities, concerns, and problems related to the use of natural resources that help keep land healthy. Benefits of these activities include sustained and improved agricultural productivity; cleaner, safer, and more dependable water supplies; clean air; abundant wildlife; enhanced recreational opportunities; tranquil and scenic landscapes; reduced damages caused by flood, fires, and other natural disasters; and an enhanced natural resource base to support continued economic development and strengthen quality of life.

III. Budget Narrative

The Parties intend to share resources as identified in the “Resources Required” section of this agreement. Because the level of support offered by each party may vary from year to year, at the beginning of each fiscal year the Parties must cooperate to plan and document the specific resources allocated for that year’s performance using the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report.

IV. Responsibilities of the Parties

A. NRCS will:

1. In accordance with Section VI below, provide access to NRCS vehicles, equipment, technology, and technical tools to the extent available (intermittent, non-exclusive basis) to facilitate mission delivery and enable mutually beneficial program outcomes.
2. In accordance with Section VI below, provide access to shared office spaces to the extent available, where parties can better collaborate to achieve mutually beneficial outcomes and provide improved access and services to customers within the local community.
3. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the United States. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of Partner or any member of Partner.

They also shall not assist the Partner or any member of the Partner with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with Partner, or any member of Partner, concerning future employment and shall refrain from participation in work regarding the Partner until approved by the Agency.

B. Partner will:

1. In accordance with Section VI below, provide access to shared office spaces on an intermittent, non-exclusive basis, where the parties can better collaborate to achieve mutually beneficial outcomes and provide improved access and services to customers within the local community.
2. Utilize and report vehicle usage in accordance with Section VI, below.
3. Provide an annual report of activities and accomplishments to NRCS by the end of each fiscal year.
4. By entering into this agreement, the undersigned attests that the Partner:
 - a. Has not been convicted of a felony criminal violation under Federal or State law in the past 24 months preceding the date of signature, nor has any officer or agent of the Partner been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of signature.
 - b. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
5. Ensure that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies. In addition, Partner agrees to comply with FPAC and NRCS requirements related to access to Government owned or controlled information systems as may be amended from time to time and communicated to the Partner.

V. Expected Accomplishments and Deliverables

See the attached Memorandum of Agreement (MOA), which documents the mutually agreed-to responsibilities of the parties and is incorporated herein.

VI. Resources Required

NRCS and the Partner may potentially share resources such as office space, vehicles, equipment, and supplies to carry out program activities to the extent available by each Party. For details see the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report. All resources provided by NRCS are subject to availability of funds. In the event of a lapse in appropriations and Government shutdown, the Partner will not be permitted to use NRCS resources.

A. Vehicles

NRCS vehicles may be utilized for official business only as it relates to the work specified in this agreement and attachments, if available and needed.

1. Partner may request use of a government vehicle (GOV) in order to facilitate delivery of conservation technical assistance to landowners in support of the NRCS mission. Use of the vehicle will significantly increase the efficiency of the delivery of conservation programs.
2. Vehicle operators may only use GOVs for NRCS official business specified under this agreement. Operators must avoid, when possible, any situation that may convey an impression to the public that the vehicle operator is using the assigned vehicle for an unofficial purpose.
3. Vehicle operators must immediately report any safety or mechanical deficiencies to local NRCS representative and must not operate the vehicle with known mechanical problems or safety deficiencies. NRCS is responsible for correcting deficiencies.
4. The NRCS will share a GOV with the Partner for official NRCS business. GOVs shall not be used to support any revenue-generating activity for the Partner.
5. The Partner will obtain prior written approval from NRCS for using vehicles at irregular hours or under circumstances in which using motor vehicles may create an unfavorable public reaction (for example, during Federal holiday or after business hours).
6. NRCS will bear the cost of maintenance of vehicles used by the Partner. Except in the case of an accident caused by a Partner driver (see vehicle accident provisions below), the NRCS will make repairs as necessary for safety and as needed to keep vehicle in safe operating condition.
7. NRCS will ensure placement of Federal Motor Vehicle Registration System (FMVRS) registration card in every GOV, which serves as the registration and proof of insurance documentation to be provided to law enforcement.
8. The NRCS technical contact for the agreement will work closely with the Partner in fulfilling the terms and conditions of this attachment at the local level.
9. Home-to-work transportation by Partner employees is prohibited.
10. The Partner will ensure that each vehicle operator has a valid state driver's license and instruct operators to carry a valid state driver's license while operating a GOV.
11. The Partner will ensure vehicle operators use all safety devices and follow appropriate motor vehicle manufacturer safety guidelines when operating GOVs. Seat belts must be used when operating or riding in a GOVs.
12. The Partner will ban all vehicle operators from text messaging and using tobacco (smoke and smokeless) while using GOVs.

13. The Partner will utilize the NRCS-provided fleet card to pay for all fuel and repairs, with the exception of accident repairs for which the Partner is paying an auto repair facility directly (see accident provisions below). The Partner must comply with all NRCS fleet card policies, to include but not limited to the use of unique driver PINs, receipt retention requirements, fleet card training requirements, and prohibitions against using the card for unofficial purposes. Partner drivers must safeguard the fleet card at all times to prevent it from potential unauthorized use.
14. The Partner will immediately report all vehicle accidents and traffic violations to NRCS and complete all required documents to report accidents. The Partner will reimburse NRCS or pay an auto repair Company directly for any and all repairs to the GOV as a result of an accident caused by the Partner operator and pay all traffic violation citations.
15. The Partner will assume responsibility for claims arising from accidents caused by Partner Drivers. The Partner will be responsible for receiving, processing, and paying tort claims that are submitted due to an accident caused by a Partner driver.
16. The Partner will notify the NRCS immediately of any loss, theft, or damage to a GOV, GOV license plates, or fleet cards.
17. It is prohibited for individuals other than federal employees or Partner employees performing official NRCS business under this agreement to ride as passengers in GOVs. Any other passengers must be approved through the passenger approval process described in NRCS vehicle policy.
18. The technical contact for the Partner will work with NRCS with fulfilling the terms and conditions of this attachment at the local level.
19. The use of GOVs may be suspended or revoked by NRCS, if it determines that corrective action is needed to meet the provisions of this attachment.
20. The furnishing of vehicles is contingent upon the availability of vehicles and appropriations.
21. The vehicle use policies outlined in this agreement do not contain all Federal, Departmental, and NRCS policies regarding the use of motor vehicles. This document is not intended to provide complete details, and the NRCS and the Partner must abide by all other appropriate policies governing GOV use.

B. Office Space

1. Shared work and office spaces are needed to more effectively carry out program activities and provide quality service to our mutual customers.
2. NRCS may have reserved work spaces in NRCS offices or spaces on an as needed basis, as well as access to common spaces such as conference rooms, kitchens, etc.

C. Equipment and Technology

1. NRCS may provide the Partner access to USDA computers, software, and the technical information needed to perform the work outlined in this agreement.

2. NRCS may provide access to technologies and applications to ensure consistent technical standards and documentation.

VII. Milestones

On a yearly basis the Parties shall jointly complete the Unfunded Cooperative Agreement Annual Usage Report.

VIII. Special Provisions

- A. This agreement may be extended or amended upon written request of either NRCS or the Partner and the subsequent written concurrence of the other. Either the NRCS or the Partner may terminate this agreement with a 60-day written notice to the other.
- B. The Partner assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- C. Employees of the Partner shall remain its employees while carrying out their duties under this agreement and will not be considered Federal employees or agents of the United States for any purposes under this agreement.
- D. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.
- E. Each party assumes responsibility for the actions of its own officials and employees acting within the scope of their employment to the extent provided by Federal, tribal, state, or local laws, including liability for injury to persons or damage to property resulting from the conduct of its own operations. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
- F. Privacy Act and Prohibition Against Certain Internal Confidentiality Agreements
 1. Activities performed under this agreement may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
 2. The Partner's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The Partner's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with 7 USC 8791 (Section 1619 of PL 110-234, the Food, Conservation, and Energy Act of 2008).

3. The Partner agrees to comply with the “Prohibition Against Certain Internal Confidentiality Agreements:”

- a. You may not require your employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- b. You must notify your employees or contractors that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this agreement provision are no longer in effect.
- c. The prohibition in paragraph (1) of this agreement provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d. If NRCS determines that you are not in compliance with this agreement provision, NRCS:
 - i. Will prohibit your use of funds under this agreement, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;
 - ii. May pursue other remedies available for your material failure to comply with agreement terms and conditions.

G. Acknowledgment of Section 1619 Compliance

The Partner agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

1. Responsibilities.

- a. Signature on this agreement indicates acknowledgment and understanding that the Partner is legally bound by Federal statute to comply with the provisions of Section 1619 and that the Partner will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this agreement. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The Partner will be held responsible should disclosure of the protected information occur.
- b. Acceptance of this agreement legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the Partner to comply with the provisions in Section 1619. The Partner must consult with NRCS prior to providing protected information to an entity or individual outside of the Partner and as necessary to implement the program to ensure that such release is permissible.
- c. The Partner will use the protected information only to perform work that is directly connected to this agreement. Use of the protected information to perform work that is not directly connected to this agreement is expressly prohibited.

- d. The Partner must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this agreement.
- e. The provisions in Section 1619 are continuing obligations. Even when the Partner is no longer a Partner, or when individuals currently affiliated with the Partner become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.
- f. The Partner must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
- g. When the Partner is unsure whether particular information is covered or protected by Section 1619, the Partner must consult with NRCS to determine whether the information must be withheld.
- h. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this agreement. Upon the agreement end date, any protected information provided under this agreement must be immediately destroyed or returned to NRCS. The Partner must provide to NRCS written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
- i. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

2. Protected Information.

- a. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:
 - i. State identification and county number (where reported and where located).
 - ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
 - iii. Farm, tract, field, and contract numbers.
 - iv. Production shares and share of acres for each Farm Serial Number (FSN) field.
 - v. Acreage information, including crop codes.
 - vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
 - vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
 - viii. Location of conservation practices.

- b. Section 1619 allows disclosure of “payment information (including payment information and the names and addresses of Partners of payments) under any Department program *that is otherwise authorized by law*” (emphasis added). The names and payment information of producers generally may be provided to the public; however, the Partner shall consult with NRCS if there is any uncertainty as to the provision of such information.
 - c. Section 1619 also allows disclosure of otherwise protected information if “the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite.” The Partner must consult with NRCS as to whether specific information falls within this exception prior to relying on this exception.
3. Violations. The Partner will be held responsible for violations of this provision and Section 1619. A violation of this provision by the Partner may result in action by NRCS, including termination of the underlying Federal agreement.
 4. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until NRCS notifies the Partner that it is no longer required based on changes in applicable Federal law.

H. Records

1. Comply with state and federal legal requirements and limitations for access and use of relevant records. Confidential and personal information is for official use only and under no circumstances will it be used for personal gain. Adequate safeguards will be in place to protect confidential and personal information and appropriate training will be conducted to ensure all staff members and Board supervisors are advised of record policies and procedures and that NRCS records and District records are to be maintained in separate file cabinets at all times.
2. The Partner Records are subject to Wisconsin Open Records Law.
3. Any Partner personnel with access to USDA facilities and computer systems shall be subject to the security background checks as required by USDA.
4. In the event of a lapse in appropriations and government shutdown, the Partner will not be permitted access to any NRCS records.

I. Technical Standards

Partner personnel must use the NRCS Field Office Technical Guide (FOTG) and/or other science-based technical standards if assisting with NRCS programs or activities.

J. Training

1. The Parties may provide appropriate leadership in administrative and technical training as determined by program needs and required by USDA, NRCS and Partner policy.

2. Training may also include the orientation of employees in organizational philosophies, programs, authorities, roles and responsibilities of the parties.
3. As applicable and as resources allow, training sponsored by either Party can be made available to each Party's personnel without cost to the other party, including timely notice to the other of any impending training opportunities.

K. Civil Rights

All activities and programs conducted under this Agreement shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving Federal financial assistance from the Department of Agriculture or any Agency thereof.

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FROM 2023 01 TO 2023 03

ACCOUNTS FOR: 100 General Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
12401 Land Conservation							
12401 411100 General Property Taxes	-396,583	0	-396,583	-99,145.71	.00	-297,437.16	25.0%
12401 421001 State Aid	-197,272	0	-197,272	-11,703.02	.00	-185,568.98	5.9%
12401 432099 Other Permits	-150	0	-150	.00	.00	-150.00	.0%
12401 451020 Other Fees	-250	0	-250	.00	.00	-250.00	.0%
12401 451421 Crep Cancellation Fee	-250	0	-250	.00	.00	-250.00	.0%
12401 458001 Tree Sales	-8,050	0	-8,050	-8,096.00	.00	46.00	100.6%
12401 458005 Ag & Hortic Supply Revenue	-50	0	-50	.00	.00	-50.00	.0%
12401 458009 Livestock Siting App Review F	-1,500	0	-1,500	.00	.00	-1,500.00	.0%
12401 458013 Farmland Cert Fee	-16,100	0	-16,100	-8,150.00	.00	-7,950.00	50.6%
12401 511110 Salary-Permanent Regular	96,281	0	96,281	23,109.52	.00	73,171.24	24.0%
12401 511210 Wages-Regular	316,691	0	316,691	71,439.33	.00	245,252.05	22.6%
12401 511220 Wages-Overtime	5	0	5	12.97	.00	-7.63	242.9%
12401 511330 Wages-Longevity Pay	354	0	354	.00	.00	353.75	.0%
12401 512141 Social Security	29,301	0	29,301	6,769.48	.00	22,531.76	23.1%
12401 512142 Retirement (Employer)	28,107	0	28,107	6,250.11	.00	21,856.42	22.2%
12401 512144 Health Insurance	99,363	0	99,363	19,803.30	.00	79,559.73	19.9%
12401 512145 Life Insurance	52	0	52	11.53	.00	40.31	22.2%
12401 512173 Dental Insurance	5,448	0	5,448	1,427.58	.00	4,020.42	26.2%
12401 531100 Permits Purchased	31	0	31	51.25	.00	-20.25	165.3%
12401 531301 Office Equipment	100	0	100	.00	.00	100.00	.0%
12401 531303 Computer Equipmt & Software	100	0	100	.00	.00	100.00	.0%
12401 531311 Postage & Box Rent	1,200	0	1,200	105.90	.00	1,094.10	8.8%
12401 531312 Office Supplies	350	0	350	187.03	.00	162.97	53.4%
12401 531313 Printing & Duplicating	400	0	400	1.44	.00	398.56	.4%
12401 531314 Small Items Of Equipment	250	0	250	.00	.00	250.00	.0%
12401 531324 Membership Dues	1,995	0	1,995	1,895.00	.00	100.00	95.0%
12401 531341 Agricultural & Hortic Suppli	5,800	0	5,800	.00	.00	5,800.00	.0%
12401 531348 Educational Supplies	50	0	50	.00	.00	50.00	.0%
12401 531351 Gas/Diesel	1,450	0	1,450	122.90	.00	1,327.10	8.5%
12401 532325 Registration	1,600	0	1,600	721.00	.00	879.00	45.1%
12401 532332 Mileage	20	0	20	.00	.00	20.00	.0%
12401 532335 Meals	130	0	130	.00	.00	130.00	.0%
12401 532336 Lodging	750	0	750	.00	.00	750.00	.0%
12401 533225 Telephone & Fax	325	0	325	26.25	.00	298.75	8.1%
12401 533236 Wireless Internet	1,050	0	1,050	252.42	.00	797.58	24.0%
12401 535242 Maintain Machinery & Equip	450	0	450	55.63	.00	394.37	12.4%
12401 535259 Tree Planter Service	50	0	50	.00	.00	50.00	.0%
12401 535349 Other Supplies	80	0	80	28.62	.00	51.38	35.8%

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ACCOUNTS FOR:		ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
100 General Fund		APPROP	ADJSTMTS	BUDGET	ACTUALS	ENCUMBRANCES	BUDGET	USED
12401	571004 IP Telephony Allocation	637	0	637	159.24	.00	477.76	25.0%
12401	571005 Duplicating Allocation	515	0	515	128.76	.00	386.24	25.0%
12401	571009 MIS PC Group Allocation	14,417	0	14,417	3,604.26	.00	10,812.74	25.0%
12401	571010 MIS Systems Grp Alloc(ISIS)	4,525	0	4,525	1,131.24	.00	3,393.76	25.0%
12401	571020 Fleet Allocation	2,600	0	2,600	.00	.00	2,600.00	.0%
12401	591519 Other Insurance	5,728	0	5,728	1,204.23	.00	4,523.77	21.0%
12402 wildlife Crop Damage								
12402	421001 State Aid	-20,000	0	-20,000	-5,646.33	.00	-14,353.67	28.2%
12402	529299 Purchase Care & Services	20,000	0	20,000	6,406.33	.00	13,593.67	32.0%
12404 Local Cost Share Program								
12404	421001 24403 State Aid	-3,300	-8,000	-11,300	-1,100.00	.00	-10,200.00	9.7%
12404	421001 24406 State Aid	-1,303	0	-1,303	.00	.00	-1,303.00	.0%
12404	472337 24404 Municipal Grant Revenue	-40,000	0	-40,000	-67,726.41	.00	27,726.41	169.3%
12404	529299 24403 Purchase Care & Service	3,300	8,000	11,300	.00	.00	11,300.00	.0%
12404	529299 24404 Purchase Care & Service	55,000	0	55,000	6,102.50	.00	48,897.50	11.1%
12404	529299 24406 Purchase Care & Service	1,303	0	1,303	.00	.00	1,303.00	.0%
12404	594950 24404 Operating Reserve	21,514	30,553	52,066	.00	.00	52,066.01	.0%
12404	594950 24406 Operating Reserve	122	603	725	.00	.00	725.00	.0%
12404	699700 24404 Resv Applied Operating	-36,514	-30,553	-67,066	.00	.00	-67,066.01	.0%
12404	699700 24406 Resv Applied Operating	-122	-603	-725	.00	.00	-725.00	.0%
12405 DATCP Cost Share								
12405	421001 24405 State Aid	0	-40,356	-40,356	-20.00	.00	-40,336.00	.0%
12405	421003 State Aid GPR	-12,000	0	-12,000	.00	.00	-12,000.00	.0%
12405	421004 State Aid Bonded	-35,000	0	-35,000	.00	.00	-35,000.00	.0%
12405	485200 24405 Donations Restricted	0	-10,000	-10,000	-10,000.00	.00	.00	100.0%
12405	511210 24405 Wages-Regular	0	875	875	.00	.00	875.00	.0%
12405	521219 24405 Other Professional Serv	0	13,925	13,925	.00	.00	13,925.00	.0%
12405	529299 24405 Purchase Care & Service	0	35,456	35,456	2,250.00	.00	33,206.00	6.3%
12405	531312 24405 Office Supplies	0	50	50	.00	.00	50.00	.0%
12405	531319 24405 Other Operating Supplie	0	1,500	1,500	.00	.00	1,500.00	.0%
12405	531343 24405 Food	0	0	0	270.91	.00	-270.91	.0%
12405	531348 24405 Educational Supplies	0	100	100	.00	.00	100.00	.0%
12405	536539 24405 Other Rents & Leases	0	1,450	1,450	400.00	.00	1,050.00	27.6%

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ACCOUNTS FOR:		ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
100 General Fund		APPROP	ADJSTMTS	BUDGET	ACTUALS	ENCUMBRANCES	BUDGET	USED
12405	591519 Other Insurance	0	0	0	2.25	.00	-2.25	.0%
12405	593701 Cost Share Payment	47,000	0	47,000	.00	.00	47,000.00	.0%
12405	699700 24405 Resv Applied Operating	0	-3,000	-3,000	.00	.00	-3,000.00	.0%
12406 Non-Metallic Mining								
12406	411100 General Property Taxes	13,475	0	13,475	3,368.76	.00	10,106.24	25.0%
12406	432004 Non-Metallic Permit Fee	-900	0	-900	.00	.00	-900.00	.0%
12406	432005 Non-Metallic Annual Fee	-11,390	0	-11,390	.00	.00	-11,390.00	.0%
12406	474175 Highway Billed	-1,925	0	-1,925	.00	.00	-1,925.00	.0%
12406	531311 Postage & Box Rent	50	0	50	28.58	.00	21.42	57.2%
12406	531312 Office Supplies	50	0	50	.00	.00	50.00	.0%
12406	531351 Gas/Diesel	60	0	60	.00	.00	60.00	.0%
12406	532325 Registration	260	0	260	.00	.00	260.00	.0%
12406	532335 Meals	40	0	40	.00	.00	40.00	.0%
12406	532336 Lodging	280	0	280	.00	.00	280.00	.0%
12407 Farmland Easement								
12407	424001 Federal Grants	-80,000	0	-80,000	.00	.00	-80,000.00	.0%
12407	458003 Farmland Easement Fee	-750	0	-750	.00	.00	-750.00	.0%
12407	481001 Interest & Dividends	-3,000	0	-3,000	-2,026.02	.00	-973.98	67.5%
12407	521219 Other Professional Serv	3,000	0	3,000	.00	.00	3,000.00	.0%
12407	531311 Postage & Box Rent	20	0	20	.00	.00	20.00	.0%
12407	531312 Office Supplies	25	0	25	.00	.00	25.00	.0%
12407	531313 Printing & Duplicating	30	0	30	.00	.00	30.00	.0%
12407	594816 Capital Conserve Easement	120,000	0	120,000	.00	.00	120,000.00	.0%
12407	594950 Operating Reserve	0	-2,344	-2,344	.00	.00	-2,344.30	.0%
12407	594960 Capital Reserve	94,372	0	94,372	.00	.00	94,372.49	.0%
12407	699800 Resv Applied Capital	-133,697	2,344	-131,353	.00	.00	-131,353.19	.0%
12408 County Farm								
12408	411100 General Property Taxes	96,455	0	96,455	24,113.79	.00	72,341.37	25.0%
12408	482003 County Farm Land Rent	-100,427	0	-100,427	-50,213.25	.00	-50,213.75	50.0%
12408	529170 Grounds Keeping Charges	1,972	0	1,972	.00	.00	1,971.84	.0%
12408	535249 Sundry Repair	2,000	0	2,000	.00	.00	2,000.00	.0%
12409 Farm Drainage Board								
12409	411100 General Property Taxes	-10,000	0	-10,000	-2,499.99	.00	-7,500.01	25.0%

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ACCOUNTS FOR:		ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
100 General Fund		APPROP	ADJSTMTS	BUDGET	ACTUALS	ENCUMBRANCES	BUDGET	USED
12409	514151 Per Diem	4,000	0	4,000	390.00	.00	3,610.00	9.8%
12409	521212 Legal	1,650	0	1,650	.00	.00	1,650.00	.0%
12409	531312 Office Supplies	250	0	250	.00	.00	250.00	.0%
12409	531313 Printing & Duplicating	150	0	150	.00	.00	150.00	.0%
12409	531324 Membership Dues	100	0	100	100.00	.00	.00	100.0%
12409	531349 Other Operating Expenses	100	0	100	.00	.00	100.00	.0%
12409	532325 Registration	100	0	100	.00	.00	100.00	.0%
12409	532332 Mileage	2,150	0	2,150	42.50	.00	2,107.50	2.0%
12409	591513 Drainage Board Insurance	1,500	0	1,500	1,385.00	.00	115.00	92.3%

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FROM 2023 01 TO 2023 03

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	0	0	0	-82,967.12	.00	82,967.12	.0%