



Walworth County
Land Conservation Committee Meeting
Monday, November 18, 2013 at 2:00 p.m.
Walworth County Government Center
County Board Room 114
Elkhorn, WI 53121

Land Use and Resource
Management Department

Dan Kilkenny – Chair, *Nancy Russell* - Vice Chair
Tim Schiefelbein - Supervisor

Sue Bellman – USDA/FSA Representative, *Rosemary Badame* – Citizen Member

(Posted in Compliance with Sec. 19.84 Wis. Stats.)

It is possible that a quorum of the County Board or a committee of the County Board could be in attendance.

AGENDA

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Approval of Minutes from September 16, 2013 LCC Meeting. Pg. 2-3
5. Public Comment
6. Discussion/Possible Action – General Discussion of Ordinance amendment regarding requested review of a determination – David Bretl
7. Discussion/Possible Action - 2014 budget approval – David F. Terrall- APHIS Pg. 4-5
8. Discussion/Possible Action - 2013 crop price approval - David F. Terrall- APHIS Pg. 6-7
9. Discussion/Possible Action - 5 year Cooperative Service Agreement - David F. Terrall- APHIS Pg. 8-23
10. Discussion/Possible Action – Whelan Nonmetallic Mining Site (Whelan Farms LLC) Partial Reclamation Bond – Michael Cotter.
11. Next meeting date: Monday, December 16, 2013, 2:00 p.m.
12. Adjournment

**Submitted by: Michael P. Cotter, Director, Land Use and Resource Management
Department, Louise Olson, Deputy Director, Land Conservation Committee Designee**

100 West Walworth Street
P.O. Box 1001
Room 222
Elkhorn, WI 53121

Planning/Zoning/Sanitation
Conservation Divisions
262.741.4972 tel
262.741.4974 fax

Posted: November 13, 2013

Walworth County Land Conservation Committee

MINUTES

September 16, 2013 – 2:00 p.m.

County Board Room 114 – Government Center

Elkhorn, Wisconsin

DRAFT

The meeting was called to order at approximately 2:00 p.m. by Chairperson Kilkenny.

Roll call – In attendance were Chairperson Kilkenny, Vice Chairperson Russell, Supervisor Schiefelbein, Citizen Member Badame and Citizen Member Bellman. A quorum was declared.

Others present – David Bretl, County Administrator; Michael Cotter, Deputy Corporation Counsel/LURM Director; Louise Olson, Deputy LURM Director; Fay Amerson, Urban Conservation Specialist, Supervisor Carl Redenius, and Greg Igl, CD/NRCS.

Approval of the agenda was moved and seconded by Supervisor Schiefelbein and Citizen Member Badame, with no withdrawals, and carried 5 – 0.

Approval of the May 20, 2013 Land Conservation Committee meeting and the July 18, 2013 Joint Land Conservation Committee and County Zoning Agency meeting minutes were moved and seconded by Vice Chair Russell and Supervisor Schiefelbein, with no withdrawals, and carried 5 – 0.

Public comment: None.

Discussion/Possible Action – General Discussion of Ordinance amendment regarding requested review of a determination - David Bretl. (enclosures, pages 5 - 6) Discussion by County Administrator David Bretl regarding the proposed Ordinance amendment concerning the request for review of a determination requested under Chapter 68 of Wisconsin Statutes. Discussion regarding pros and cons of this alternative and other options available. Statement by Supervisor Schiefelbein regarding the proposed procedure. Statement by Chairman Kilkenny requesting clarification. Bretl states requested amendments for clarification can be discussed and researched. Kilkenny requests clarification: Committee review only subject to judicial review? Question by Russell regarding scope of the review power. Statements by Michael Cotter regarding scope of language and applicability. Bretl to research language and propose amendments, options and flow charts. Matter to be held over for further review. Statement by Lou Olson regarding recent hearing expenditures.

Discussion/Possible Action – Operational Agreement Between Walworth County and the United State Department of Agriculture Natural Resources Conservation Service – Lou Olson (enclosures, pages 7 - 15) Discussion by Deputy LURM Director Lou Olson regarding a proposed agreement between Walworth County and NRCS regarding roles of respective parties for supplies, reports and development of conservation priorities and policies. Clarification by Chairman Kilkenny regarding continuance of agreement in existence without any significant changes.

Draft

Motion to approve made and seconded by Vice Chair Russell and Citizen Member Bellman, and carried 5-0. Agreement to be signed after meeting. Bretl sees no problem with signing proposed agreement.

Discussion/ Possible Action - WLWCA Thursday Note – Lou Olson (enclosures, pages 16 - 19) Lou Olson shares information concerning the WLWCA Thursday Note with the LCC members to make sure they receive this newsletter and give them an option to make comments or ask questions. This publication contains important issues regarding the Conservation offices getting their State funding and no cuts for 2014, and merger concerns with other counties. No action necessary by the Committee. All receiving the publication were noted.

Discussion / Possible Action - Volunteer Notice of Non-Compliance Farmland Preservation Program: Arthur L. Anderson, Erkfitz Revocable Trust, Perry Moyer, Carolyn Rambow – Lou Olson. Discussion by Deputy LURM Director Lou Olson regarding the notices of non-compliance for Farmland Preservation having been initiated at the request of property owners. Main reasons for dropping per Olson: some did not claim the tax credit for farmland preservation, and not wanting to go through the red tape associated with said credit. Committee makes motion to authorize Lou Olson to sign off on documentation provided to DATCP and Department of Revenue for tax purposes was moved and seconded by Supervisor Schiefelbein and Vice Chair Russell, and carried 5-0.

Discussion / Possible Action - Southeast Land & Water Conservation Association Tour - October 9, 2014 Milwaukee – Lou Olson (enclosures, pages 20 - 21). Discussion by Lou Olson regarding the scheduled Conservation Association Tour presented by Southeast Area Land and Water Conservation Association. LCC members interested please contact Fay Amerson. Statement by Michael Cotter regarding order of County's tour presentation for the next few years.

Chairperson Kilkenny did not have any announcements.

The next regular meeting of the land conservation committee was confirmed for Monday, October 14, 2013, 2:00 p.m.

Adjournment. On motion and second by Supervisor Schiefelbein and Citizen Member Bellman, Chairperson Kilkenny adjourned the meeting at approximately 2:50 p.m.

Respectfully submitted by Sheril Oldenburg, LURM Assistant.
These minutes are subject to approval by the committee.

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

Cost Element	Price Charged to Cooperator, paid to APHIS WS	Additional WDNR Funding Requested By Cooperator (County is reimbursed directly from WDNR)	Cost Shared by WS	Full Cost
Salaries (includes venison donation)	\$ 5,419.88	\$0.00	\$2,550.53	\$ 7,970.41
Abatement Materials (includes temp fence, repellent, bear abatement, other abatement)	\$ 645.89	\$0.00	\$0.00	\$ 645.89
Subtotal Direct Costs	\$ 6,065.77	\$0.00	\$2,550.53	\$8,616.30
Pooled job costs (ex, vehicle usage, etc)	\$ 667.24	\$0.00	na	\$667.24
Deer Donation Processing	na	\$880.00	na	\$880.00
County Administration	na	250.00	na	\$250.00
Indirect Costs (Administrative Overhead)	\$ 979.62	\$0.00	na	\$979.62
Permanent Fence	na	\$0.00	na	\$0.00
Agreement Total	\$7,712.63	\$1,130.00	\$2,550.53	\$11,393.16
The distribution of the budget (with the exception of the mandatory percentage line items) from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed:		\$8,842.63		

We expect to assist 5-10 growers with damage that may result in wildlife damage requests equaling or exceeding \$5,000 worth of claims.

Signatures of Intention:

COUNTY: _____ Date: _____

WDNR: _____ Date: _____

USDA-APHIS-WS: _____ Date: _____

WALWORTH County (Cooperator)

Approved amount to be provided by:

	County Request	*County Admin	USDA-WS Funding Approved	WDNR Funding Approved	Total Funding Approved
Salaries-(*includes County Admin)	\$ 5,549.88	\$ 250.00	\$2,550.53	\$ 5,549.88	\$8,100.41
Mileage & Travel	\$ 667.24		\$0.00	\$667.24	\$667.24
Office Overhead	\$ 979.62		\$0.00	\$979.62	\$979.62
Permanent Fencing	\$ -		\$0.00	\$0.00	\$0.00
Temporary Fencing	\$ 575.66		\$0.00	\$575.66	\$575.66
Bear Abatement	\$ 34.54		\$0.00	\$34.54	\$34.54
Repellant	\$ 1.15		\$0.00	\$1.15	\$1.15
Other Abatement	\$ 34.54		\$0.00	\$34.54	\$34.54
Venison Admin	\$ 120.00		\$0.00	\$120.00	\$120.00
Venison Processing	\$ 880.00		\$0.00	\$880.00	\$880.00
Total	\$ 8,842.63		\$2,550.53	\$ 8,842.63	\$11,393.16

The distribution of the budget (with the exception of the mandatory percentage line items) from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed:

\$ 8,842.63

We expect to assist 5-10 growers with damage that may result in wildlife damage requests equaling or exceeding \$5,000 worth of claims.

Signatures of Intention:

COUNTY: _____ Date: _____

WDNR: _____ Date: _____

USDA-APHIS-WS: _____ Date: _____

2013 CROP PRICE PROPOSAL

_____ COUNTY

CROP	PRICE PROPOSED	If different than price proposed PRICE APPROVED
<u>HAY:</u>		
Alfalfa	\$214.36 / Ton	\$ _____
Alfalfa- mix	\$166.20 / Ton	\$ _____
<u>GRAINS:</u>		
*Barley	\$ 4.82 / Bushel	\$ _____
*Corn, Field	\$ 5.86 / Bushel	\$ _____
*Oats	\$ 4.03 / Bushel	\$ _____
*Rye	\$ na	\$ _____
*Soybeans	\$13.30 / Bushel	\$ _____
*Wheat	\$ 6.68 / Bushel	\$ _____
<u>ORGANIC GRAINS & HAY</u>		
Alfalfa	\$288.00 / Ton	\$ _____
Alfalfa-mix	\$247.50 / Ton	\$ _____
Barley	\$ 10.30 / Bushel	\$ _____
Corn, field	\$ 11.82 / Bushel	\$ _____
Oats	\$ 5.94 / Bushel	\$ _____
Rye	\$ 13.70 / Bushel	\$ _____
Soybeans	\$ 29.15 / Bushel	\$ _____
Wheat	\$ 12.14 / Bushel	\$ _____
<u>CANNING CROPS:</u>		
Sweet Corn	\$105.71 / Ton	\$ _____
Snap Beans	\$189.59 / Ton	\$ _____
Peas	\$370.87 / Ton	\$ _____
Carrots	\$ 80.68 / Ton	\$ _____
Beets	\$ 62.00 / Ton	\$ _____
<u>APIARIES:</u>		
9 5/8" hive bodies	\$15.21	\$ _____
6 5/8" hive bodies	\$10.78	\$ _____
9 1/8" frames	\$ 1.03	\$ _____
6 1/4" frames	\$ 1.03	\$ _____
8 1/2 - 9 1/8" foundation	\$ 1.51	\$ _____
5 5/8" - 6 1/4" foundation	\$ 1.03	\$ _____
Bottom box	\$10.80	\$ _____
Inner cover	\$10.18	\$ _____
Top cover	\$12.71	\$ _____
Excluder	\$12.98	\$ _____
3# bees with queen	\$85.00	\$ _____
2# bees with queen	\$76.00	\$ _____
Honey	\$ 2.23 / #	\$ _____

CHRISTMAS TREES:

Balsam Fir	\$27.63	\$ _____
Douglas Fir	\$31.00	\$ _____
Frasier Fir	\$38.83	\$ _____
Spruce	\$26.33	\$ _____
Scotch Pine	\$17.40	\$ _____
White Pine	\$21.88	\$ _____

APPLES

Wholesale, Specialty varieties	\$45.52 / Bushel	\$ _____
Whole sale, Standard varieties	\$20.35 / Bushel	\$ _____
Retail, Specialty varieties	\$92.50 / Bushel	\$ _____
Retail, Standard varieties	\$52.33 / Bushel	\$ _____

COOPERATIVE SERVICE AGREEMENT

Between

WALWORTH COUNTY (The County)

And

WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR)

And

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

ARTICLE 1

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

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS, the County and WDNR mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

WALWORTH COUNTY: Louise Olson, Conservationist
100 W. Walworth, PO Box 1001
Room 222
Elkhorn, WI 53121

WDNR: Brad Koele, Wildlife Damage Specialist
Bureau of Wildlife Management
GEF 2, WM/6
PO Box 7921
Madison, WI 53707

APHIS WS: Jason Suckow, State Director
USDA, APHIS, WS
732 Lois Drive
Sun Prairie, Wisconsin 53590

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Section II.). Personnel authorized to attend meetings under this Agreement shall be the County representative listed above or his/her designee, the WDNR Wildlife Damage Specialist or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the County, the WDNR, and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

The County agrees:

1. To authorize APHIS WS to conduct wildlife damage management activities as defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Wildlife Damage Abatement and Claims Program (WDACP) enrollees. These program enrollees will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). The County will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The County ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the County authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
 - a. As requested by the County
 - b. The cooperating parties will carry out the program activities in accordance with Sections II-IV developed and incorporated into this Agreement.
 - c. APHIS-WS will recognize the County as the lead cooperator in this Agreement. APHIS-WS will coordinate activities with Wisconsin's Department of Natural Resources (WDNR).

6. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project.
7. To coordinate with APHIS WS before responding to all relevant media requests.
8. To provide an indoor working space to complete necessary paperwork.
 - a. i.e. indoor workspace/ meeting room to complete necessary transfer of information related to program, if/as needed.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities as described in the Work and Financial Plans as outlined in Sections II.-IV. of this Agreement.
2. Designate to the County and WDNR the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
 - a. APHIS-WS will designate the District Supervisor as the authorized representative who will provide immediate direction and guidance to personnel in performing activities outlined in this Agreement.
 - b. To provide adequate numbers of qualified personnel to initiate and conduct the wildlife damage management activities as outlined in Sections II.-IV. of this Agreement.
 - c. To provide training, technical supervision, and coordinate activities as outlined in Sections II.-IV. of this Agreement.
 - d. To arrange for office space, and provide equipment and other miscellaneous needs for personnel assigned to this program as outlined in Sections II.-IV. of this Agreement.
 - e. APHIS-WS employees' rights will be governed by applicable Federal personnel laws, rules and regulations, and County employee's rights will be governed by County ordinances, Personnel Policy, and Union contracts where applicable.
3. To bill the County for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and the County and WDNR shall have the right to inspect and audit such records.
 - a. Further, APHIS-WS agrees to handle cooperative finances and budgeting as outlined in Sections II.-IV. of this Agreement
4. To coordinate with the County and/or WDNR before responding to all relevant media requests.

ARTICLE 6

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

ARTICLE 7

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

ARTICLE 8

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

ARTICLE 9

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

- a. All activities will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.

ARTICLE 10

The County and WDNR certifies that APHIS WS has advised the County and WDNR that there may be private sector service providers available to provide wildlife management services that the County and WDNR is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the County and WDNR do not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

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

WALWORTH County Taxpayer Identification Number (TIN): [39-6005752](#)

WALWORTH COUNTY

BY: _____ Date _____

TITLE: _____

[101 W. Walworth, PO Box 1001](#)
[Room 222](#)
[Elkhorn, WI 53121](#)

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

BY: _____ Date _____

Management Systems Section Chief
Bureau of Wildlife Management
GEF 2, WM/6
PO Box 7921
Madison, WI 53707

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY: _____ Date _____

Jason Suckow, State Director
USDA, APHIS, WS
732 Lois Drive
Sun Prairie, Wisconsin 53590

BY: _____ Date _____

Charles S. Brown
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

Section II. “Work Plan” required by APHIS-WS

WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for APHIS WS is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or “Integrated Pest Management”) in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose:

A. Objectives and need for assistance:

Agricultural producers need professional wildlife damage management assistance in identifying, abating, and assessing black bear, cougar, white-tailed deer, elk, Canada Goose, Wild Turkey, and Sandhill Crane damage. APHIS-WS’s objective will be to provide that assistance. Wisconsin agriculture suffers in excess of \$1 million in confirmed losses to these species annually.

B. Expected Results or Benefits:

The benefits to be derived from a cooperative bear, cougar, white-tailed deer, elk, Canada Goose, Wild Turkey, and Sandhill Crane damage management program include the timely availability of the necessary wildlife damage management expertise, technical assistance, loans of necessary abatement equipment, and crop/livestock damage appraisal services for producers experiencing conflicts. The intended result will be wildlife damage relief.

Planned APHIS WS Activities

A. Approach:

The proposed wildlife damage management program will be comprised of education, extension, and technical assistance efforts. When complaints occur, an evaluation of the situation will be made to determine what appropriate action should be taken. APHIS-WS will consider all legal options and combinations of techniques available to alleviate the problem. APHIS-WS will recommend an integrated wildlife damage management approach consisting of such elements as: changes in farming/livestock practices, loan of damage abatement equipment, WDNR issued shooting permits, lure crops, and crop damage compensation (WDNR funded). Specific abatement measures to be considered are outlined in Section III.

B. Resources Required:

Overall supervision and program direction will be provided by the APHIS-WS State Director. Immediate supervision and program direction will be provided by the APHIS-WS District

Supervisor. All County Wildlife Damage Abatement and Claims (WDACP) funds will be managed as an integral part of the APHIS-WS district WDACP budget. Specific financial details are outlined in Sections III. and IV.

C. Procurement:

Purchase of supplies, equipment, and miscellaneous needs including salaries will be made by APHIS-WS as outlined in Sections III. and IV. of this Agreement. All WDACP expenditures will be processed through APHIS-WS administrative system (FMMI) and charged to the County WDACP account as outlined in the APHIS-WS District WDACP budget.

D. Stipulations and Restrictions:

APHIS-WS activities under this cooperative effort will be limited to the State of Wisconsin. Techniques will be environmentally sound, safe, and effective. Wildlife damage management activities will be performed within the policy guidelines of APHIS-WS, the State of Wisconsin, and the County and in compliance with applicable State and Federal regulations.

E. Reports:

APHIS-WS will be responsible for the preparation of an annual report to the County on APHIS-WS activities conducted under this Cooperative Agreement. Updates will be submitted to the County upon request.

Effective Dates

The agreement shall become effective on January 1, 2014 and shall expire on December 31, 2018

Section III. Plan of Administration – Required by State of Wisconsin

WISCONSIN WILDLIFE DAMAGE PROGRAM
PLAN OF ADMINISTRATION
WALWORTH COUNTY

As confirmed in the County Board of Supervisor’s Resolution No. 17-7/93 the County requests to participate in the Wildlife Damage Abatement and Claims Program (WDACP), established under s. 29.889, Stats., and s. NR 12, Wis. Adm. Code. This Plan of Administration (Plan) outlines the relationships and duties of the County, the United States Department of Agricultural, Animal Plant Health Inspection Services, Wildlife Services (APHIS-WS), and the Wisconsin Department of Natural Resources (WDNR), herein called the parties. By submission of this Plan, the County agrees to fully comply with s. 29.889, Stats., s. NR. 12, Wis. Adm. Code and the Wisconsin WDACP Technical Manual which are made a part of this Plan by reference.

A. Definitions: For the purposes of this Plan, the Parties accept the definitions found in s. 29.889(1) Stats. and s. NR12.31, Wis. Adm. Code. In addition the Parties agree that:

1. “Improperly filed claim” means any wildlife damage claim received by WDNR which does not comply fully with all eligibility requirements of s. 29.889, Stats., s. NR 12, Wis. Adm. Code or this Plan or procedures described in the WDACP Technical Manual.
2. “Permanent fence contract” means any permanent fence contract written in accordance with the Wisconsin WDACP Technical Manual and designed to remain effective for a minimum of 15 years.

B. Level of Participation:

The County agrees to administer the full Wildlife Damage Abatement and Claims Program.

C. Eligible species:

The County agrees to administer the WDACP with respect to the following wild animals: bear, cougar, white-tailed deer, elk, Canada Goose, Wild Turkey, and Sandhill Crane*. (**become eligible for program benefits when a hunting season in Wisconsin has been established*).

D. Eligible Crops:

The County agrees to provide the WDACP with respect to the following: damage to commercial seedlings or crops growing on agricultural lands, damage to crops that have been harvested for sale or further use but that have not been removed from the agricultural land, damage to orchard trees or nursery stock, damage to livestock, or damage to apiaries.

E. Delegation of Responsibility:

1. The County, through designation of an established oversight committee shall provide overall supervision of the WDACP including approval of: annual budget requests, permanent fence contracts, properly filed wildlife damage claims and enrollee appeal, (if any).
2. APHIS-WS shall provide the day-to-day administration, record keeping, purchasing, field investigations, recommendation/delivery of abatement paperwork or equipment, field operations, crop appraisals, and budget preparations.

F. Budgeting:

1. APHIS-WS agrees to:
 - a. Prepare a draft WDACP budget request for the following calendar year for County review at the designated oversight committee’s October meeting.

- b. Not bind the County to the expenditure of funds exceeding their total County WDACP budget.
 - c. Keep administrative costs to a minimum, by billing WDACP expenses to each County within the District.
2. The County agrees to:
- a. Provide an annual budget request (Section IV.) to WDNR by November 1st immediately preceding the calendar year it pertains to. All budget requests will include costs estimates for administration, abatement, wildlife damage claims and an estimated number of claimants.
 - b. Prepare quarterly reimbursement requests to WDNR for eligible WDACP expenditures.
 - c. Not bind WDNR for expenditures beyond the approved County Plan of Administration. The County may request additional funding by written amendment. It is understood that additional funding is not guaranteed and is subject to fund availability.
 - d. Submit all wildlife damage claim requests which are in compliance with s. 28.889, Stats, and s. NR12.34, NR 12.32, Wis. Adm. Code, and advance funds under s. NR 12.34, Wis. Adm. Code within 30 days of department approval of the annual budget estimate.
3. WDNR agrees to:
- a. Review and approve, amend or deny the annual budget request in accordance with s. 29.889, Stats. and s. NR 12.32, Wis. Adm. Code, and advance funds under s. NR 12.34, Wis. Adm. Code within 30 days of department approval of the annual budget estimate.
 - b. Review and approve, amend or deny reimbursement requests in accordance with s. NR 12.34 and s. NR 12.35, Wis. Adm. Codes.
 - c. Review and act on properly filed wildlife damage claim requests no later than June 1 following the calendar year in which damage occurred.
 - d. If eligible wildlife damage claims are submitted late by the County, WDNR may accept and process the claims if funds are available and the payment will not adversely affect claimants for preceding calendar year claim payments.
 - e. If statewide approved wildlife damage claims exceed available funds, claims shall be paid on a prorated basis as established in s. NR 12.37 (3) Wis. Adm. Code.
4. The Parties mutually recognize and agree:
- a. WDNR may not bind the State of Wisconsin to pay costs beyond the amount appropriated for the WDACP.
 - b. WDNR may defer until after July 1st, the payment of County reimbursement requests beyond the initial 25% funds advancement.
 - c. The County shall not bind APHIS-WS to spending ceilings limited by line item estimates in the WDACP budget.
 - d. The County WDACP budget will be spent in its entirety unless WDACP needs at the APHIS-WS District level are less than the APHIS-WS District WDACP budget.
 - e. Supplies, materials, and equipment will be purchased with WDACP funds. If this agreement is terminated by any of the Parties, items will be transferred within the WDACP or proceeds of items shall remain with the WDACP and shall not be diverted.
 - f. WDNR will not reimburse the cost of abatement measures unless those measures were prescribed and implemented according to the Wisconsin WDACP Technical Manual.
 - g. WDNR will not make payment for any wildlife damage claim which does not comply with all eligibility requirements of s. 29.889, Stats., s. NR 12, Wis. Adm. Code of this Plan of Administration.

G. Recordkeeping:

1. APHIS-WS and the County agree to:
 - a. Maintain record keeping practices and procedures that conform to accounting practices directed by the WDNR and in compliance with s. NR 12, Wis. Adm. Code.
 - b. Make all records and files relating to the WDACP available to the other Parties, upon request.
 - c. Send copies of any WDACP documentation to the other Parties, upon request.
 - d. Use WDNR authorized databases and forms for billing and reporting.
2. APHIS-WS agrees to:

Maintain separate enrollee files and keep records of all abatement recommendations, appraisals and all WDACP related interactions with each enrollee.
3. The County agrees to:

Direct all billings to WDNR, Wildlife Damage Specialist (see Contact Person List)
4. WDNR may:

Conduct periodic audits of County record keeping procedures and prepare a written report to the County.
5. The Parties recognize and agree:

All WDACP records are subject to the Wisconsin Open Records Law, s. 16.61, Stats.

H. Abatement Measures:

1. The Parties mutually recognize and agree that:
 - a. APHIS-WS shall prepare an annual information news release for County residents on the WDACP describing how services may be requested.
 - b. All enrollees shall be required to have signed enrollment form on file to meet the hunting requirements in s. 29.889 (7m), Stats. and s. NR 12.36 Wis. Adm. Code prior to providing WDACP assistance.
 - c. All abatement measures recommended to alleviate wildlife damage shall conform to the procedures and priorities found in the Wisconsin WDACP Technical Manual and will be accepted by the County as complete and appropriate “recommended abatement”. Other abatement measures may be used if approved in advance in writing by WDNR.
 - d. In the event that equipment loaned by APHIS-WS to a particular enrollee is damaged beyond normal wear and tear, the enrollee owner shall be billed for parts and labor to repair and the County agrees to seek such costs in all reasonable manners including legal action. If the repair cost exceeds the value of the equipment, the enrollee will be billed for the equipment. If the enrollee fails to pay:
 - 1) The County shall direct APHIS-WS to refuse to provide subsequent materials or equipment until payment is made (consequently the enrollee would be ineligible for a wildlife damage claim) or
 - 2) The County shall take reasonable legal action to recover the loss of WDACP materials and equipment, and deposit the proceeds in the County’s WDACP account.
 - e. Permanent fences for deer damage abatement shall only be recommended subject to the priorities and conditions set forth in the Wisconsin WDACP Technical Manual.

- f. A WDACP enrollee for which a permanent fence has been recommended and approved will be required to agree to the design of the fence in advance of letting the project for bid. The enrollee will be responsible for all materials or installation costs in excess of the low bid amount if the enrollee requests changes in fence design subsequent to letting bids for said fence.
- g. A permanent fence contract shall be signed by the enrollee/landowner, the County, APHIS-WS and WDNR prior to the County seeking reimbursement for permanent fence expenditure. This contract shall be registered with the appropriate County Register of Deeds.
- h. All aspects of permanent fencing projects shall comply with requirements in the Wisconsin WDACP Technical Manual.
- i. All permanent fences must be approved in writing by the WDNR prior to awarding bids for materials and construction of the fence.
- j. All permanent fences that exceed the specifications found in the Wisconsin WDACP Technical Manual must have prior written approval from WDNR.
- k. The County will pay the WDACP's 75% obligation for permanent high tensile woven wire fence projects approved by the WDNR, when APHIS-WS has determined that WDACP requirements for fence materials and construction have been met.
- l. APHIS-WS shall conduct inspections a minimum of once each year of all permanent fences cost-shared through the WDACP to insure Fence Contract Compliance.
- m. Enrollees shall be encouraged to integrate sound conservation practices with their normal agricultural practices.
- n. The County, in accordance with s. NR 12.35(4) Wis. Adm. Code will not administer abatement measures to persons not cooperating with County personnel or the County's agents responsible for administering the County's WDACP. Abusive language, behavior or threats of violence or otherwise will be considered a failure on the part of the enrollee to cooperate. This condition of administration will be provided by the County or its agent, in writing to program enrollees.
- o. If the County elects to participate in the WDACP Venison Donation Program that is authorized by the WDNR in accordance with s. 29.89, Stats. in a given year, APHIS-WS will act on behalf of the County to establish and coordinate development of the program.
- p. The County will reimburse venison processing facilities for processing deer donated under a WDACP Venison Donation Program approved by the WDNR in accordance with s. 29.89, Stats. APHIS-WS will inform the County of its obligations to reimburse participating venison processing facilities once it is determined that all WDACP Venison Donation Program requirements have been met by the facility.

2. WDNR and APHIS-WS agree to:

Provide current information, as available, on the effectiveness of the above abatement measures through the WDACP newsletter and/or changes to the Wisconsin WDACP Technical Manual.

I. Wildlife Damage Claims:

1. APHIS-WS agrees to:

- a. Advise County WDACP enrollees in writing regarding procedures and requirements for submitting a wildlife damage claim, and all other WDACP eligibility requirements.
- b. Require that potential claimants specify in writing or by telephone: the location of damage, crop(s) being damaged, species of wildlife causing damage and the date damage first occurred.

- c. Require that potential enrollees have signed enrollment form (WDNR form) on file to meet the hunting requirements in s. 29.889 (7m), Stats. and s. NR 12.36(2) Wis. Adm. Code.
- d. Date the damage notice, inspect the alleged damage to verify the enrollee's statements and recommend abatement measures.
- e. Determine the amount of huntable land and the applicable number of hunters for each enrollee in accordance with s. NR 12.31 (4) or (4e), Wis. Adm. Code, notify each enrollee of the requirement to allow open public hunting or managed hunting access (at least 2 hunters per 40 acres of land suitable for hunting), and provide "Hunting by Permission Only" signs if requested by the enrollee. Land suitable for hunting all eligible species other than deer and elk shall be determined in a manner consistent with s. NR 12.31(4). Land suitable for hunting deer and elk shall be determined in a manner consistent with s. NR 12.31(4e). Participants who only receive a deer shooting permit and waive any eligibility to receive a wildlife damage claim payment are exempt from the public hunting requirement (s. NR 12.36 (1m)).
- f. Provide the County, WDNR, and the public; a list of enrollee's (and their contact information) who have signed enrollment forms under the terms of the WDACP. Public requests must specify species and Counties where they desire to hunt.
- g. Notify WDACP enrollees that ineligibility on any site will result if they fail to:
 - 1) control hunting access on all contiguous land under the same ownership and control, except in situations involving apiaries on land not controlled by the enrollee as defined in s. 29.889 (7m)(am), Stats.
 - 2) allow public hunting for the species causing damage (two options available)
 - a) open public hunting, or
 - b) managed hunting access – the presence of 2 hunters/40 acres of land suitable for hunting
 - 3) sign enrollment form(s)
 - 4) file a wildlife damage complaint with APHIS-WS within 14 days of first damage each year
 - 5) follow APHIS-WS's abatement recommendations
 - 6) notify APHIS-WS orally or in writing prior to harvest of crops subject to a statement of claim
 - 7) delay harvest of the crops for a period of 10 days to allow APHIS-WS to appraise the unharvested crops, or until the appraisal is completed
 - 8) Or if they charge any fees for hunting, hunting access, or any other activity that includes hunting for the species causing the damage.
- h. Inspect the crop prior to harvest, assess the eligible wildlife damage and prepare a wildlife damage claim form.
- i. Retain the claim until the end of the calendar year to determine the enrollee's compliance with the WDACP requirements.
- j. Establish, as described below, uniform unit prices for eligible crops and calculate the value of the eligible wildlife damage claim.
- k. Ensure that crop damage resulting from improper crop management is not included in the official crop damage appraisals conducted by APHIS-WS prior to preparation of the enrollee's official wildlife damage claim.
- l. Summarize and prepare the necessary WDNR forms for all wildlife damage claims for review by the County WDACP Committee at the January/February committee meeting, and upon approval by County submit these claims to WDNR by the succeeding March 1st.

- m. Notify in writing any enrollee whose wildlife damage claim has been rejected and state the reasons for the rejection, as well as, the appropriate appeal procedures in time for the February/March County WDACP meeting.
2. The County agrees to:
 - a. Review and approve all properly filed wildlife damage claims.
 - b. Deny all wildlife damage claims for a crop site where a valid current enrollment form has not been signed by the enrollee and filed with APHIS-WS.
 - c. Deny all wildlife damage claims where APHIS-WS did not receive a complaint within 14 days of first damage.
 - d. Deny all wildlife damage claims for crop sites where APHIS-WS abatement recommendations were not followed.
 - e. Deny all wildlife damage claims for crops that were harvested before an appraisal request was made to APHIS-WS.
 - f. Deny all wildlife damage claims for crops that were harvested without notification of harvest or before an appraisal was completed (within a 10 day period from notification of harvest).
 - g. Deny all wildlife damage claims on row crops for damage occurring to these crops during a particular growing season after 90 percent of the County's harvest for this crop has been completed, as required by s. NR 12.37 (1)(c), Wis. Adm. Code. The County WDACP committee shall consult with the local FSA and UW Extension offices for assistance in making the 90 percent determination.
 - h. Establish crop prices in accordance with the WDACP Technical Manual.
 - i. Deny all wildlife damage claims made on wildlife damage on row crops which are stranded by weather catastrophe over winter as prohibited by ss. NR 12.37(1)(b), Wis. Adm. Code.
 - j. Deny all wildlife damage claims if an enrollee is not compliant with the prescribed harvest objective if issued a deer damage shooting permit, and the consulting group consisting of the county, the damage specialist and WDNR, does not collectively recommend an exemption to the harvest objective requirement.
 - k. The county shall take reasonable legal action to recover claim payments made on the basis of fraudulent or negligent claims or statements.
 3. WDNR Agrees to:
Accept the amount of wildlife damage for all properly filed wildlife damage claims approved by the County as final for purposes of review.
 4. It is mutually agreed by the County, APHIS-WS and WDNR that:
 - a. Damage assessment in compensation will be performed by APHIS-WS staff in accordance with the Wisconsin WDACP Technical Manual, and will be accepted by the County as complete and accurate "assessed damage".
 - b. Compensation prices will be jointly established by the County, in cooperation with UW Extension, each year. Such prices will be established according to procedures set forth in the Wisconsin WDACP Technical Manual. Such prices will be applied to all individuals with eligible wildlife damage to that crop that year throughout the County.
 - c. Public complaints (abatement compliance, fraud, etc.) must be written and received by APHIS-WS by December 31 to be given consideration in the wildlife damage claims determination process. Hunting access denial complaints shall be written and received by APHIS-WS within 10 days of hunting access denial to be given consideration in the

wildlife damage claims determination process, as described in the WDACP Technical Manual, Reference Manual.

- d. The County will not administer a damage appraisal and/or claim to persons not cooperating with County personnel or its agents responsible for administering the County's Wildlife Damage Claims Program. Abusive language, behavior or threats of violence or otherwise will be considered a failure on the part of an enrollee to cooperate. This condition of administration will be provided by the County or its agent, in writing to program enrollees.
- e. As required by s. NR 12.37(4)(a)4.b., Wis. Adm. Code as part of the claims approval process, if an enrollee who has been issued a shooting permit is found not to be compliant with the harvest objective prescribed under his or her permit under s. NR 12.16(2)(a), Wis. Adm. Code, then the County, its agent, and the department shall consult before making a collective recommendation to grant an exemption to the harvest objective requirement. This group shall review the evidence and if there is consensus that an exemption is warranted, shall recommend that the County designated committee charged with approval of such damage claims, grant approval of the damage claim for the year in which the permit was issued. Compelling evidence that shall be used is detailed in s. NR 12.16(2)(b)2., Wis. Adm. Code.

J. Changes:

The terms of this Agreement may be changed by written amendment approved by all Parties.

K. Termination:

1. The County may terminate participation in the WDACP upon notifying WDNR in writing thirty (30) days prior to termination.
2. WDNR shall terminate a County Plan of Administration if the County does not comply with all conditions of s. 29.889, Stats., s. NR12, Wis. Adm. Code, this Plan of Administration, the Wisconsin WDACP Technical Manual, or fails to properly report costs of the program or claims.
3. WDNR agrees to reimburse the County for WDACP costs incurred and determined proper by WDNR under this Plan of Administration prior to the effective date of termination.
4. That upon termination of the Agreement, the County shall reimburse APHIS-WS for all County WDACP obligations created by APHIS-WS as a result of this Agreement and not previously reimbursed, to the limits of the County WDACP budget.
5. In the event that the County chooses to exercise its right to overrule APHIS-WS on a particular case under the general policy provisions, APHIS-WS reserves the right to withdraw administrative and/or fiscal support of that case. Either action may occur without termination of this Agreement.

L. Length of Effect:

This Plan shall remain in effect until December 31, 2018 (5 years from WDNR approval).

M. Approvals:

WALWORTH COUNTY

Date _____ By _____

Title _____

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

County Taxpayer Identification Number (TIN) [39-6005752](#)

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

Date _____ By _____

Management Systems Section Chief,
Bureau of Wildlife Management

UNITED STATES DEPARTMENT OF AGRICULTURE

Date _____ By _____

State Director

Date _____ By _____

Regional Director

Contact List:

1. Wisconsin Department of Natural Resources
Bureau of Wildlife Management – Administration
Brad Koele, Wildlife Damage Specialist
GEF 2, WM/6
Box 7921
Madison, WI 53707
phone: 715-356-5211, ext 234

2. USDA-APHIS-WS
Jason Suckow, State Director
Mariette Amundson, Budget Analyst
732 Lois Drive
Sun Prairie, WI 53590
phone: 608-837-2727

- Rhineland District Office
Robert Willging, District Supervisor
PO Box 1064
Rhineland, WI 54501
phone: 715-369-5221
800-228-1368

- Waupun District Office
Charles Lovell, District Supervisor
1201 Storbeck Drive
Waupun, WI 53963
phone: 920-324-4514
800-433-0663

3. [Walworth County](#)
[Louise Olson, Conservationist](#)
[101 W. Walworth, PO Box 1001](#)
[Room 222](#)
[Elkhorn, WI 53121](#)
phone: [262-741-4972](#)