



**LAND CONSERVATION COMMITTEE
WEDNESDAY FEBRUARY 6, 2019 7:00 P.M.
LAND CONSERVATION DEPARTMENT
CONFERENCE ROOM
440 N US HWY 14
JANESVILLE WI**

AGENDA

1. Call Meeting to Order.
2. Approval of Agenda.
3. Approval of Minutes – January 2, 2018.
4. Citizen Participation, Communications, and Announcements.
5. Review Bills Paid.
6. Wildlife Damage Abatement and Claims Program – Approve 2018 Wildlife Damage Claims.
7. Clean Sweep Program - Approve Grant Contract with DATCP.

8. Farmland Preservation Program – Approve Notices of Non-Compliance.
9. Land and Water Resource Management Program – Approve Cost Share Agreements.
10. Resolution: Finalizing Purchase of the Lawrence and Sharon Hergarten Agriculture Conservation Easement.
11. Purchase of Agricultural Conservation Easements (PACE) Program - Update.
12. Groundwater Nitrate Pilot Project – Update.
13. Adjourn.

COMMITTEE REVIEW REPORT
FOR THE MONTH OF DECEMBER 2018

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
62-6200-0000-63100	OFC SUPP & EXP.	P1800256	01/10/2019	STAPLES BUSINESS ADVANTAGE	279.72
		P1802952	01/10/2019	BLISS COMMUNICATIONS INC	50.90
62-6200-0000-64200	TRAINING EXP	P1801771	01/24/2019	US BANK	82.00
		LAND CONSERVATION PROG TOTAL			
62-6280-0000-64928	COST SHARING	P1803015	01/31/2019	NEWHOUSE,MARTIN	5,797.00
		LWC PLAN IMPLEMENTATION GRANT PROG TOTAL			
62-6311-0000-64928	COST SHARING	P1802995	01/24/2019	VINEY,DAVID	8,960.00
		P1802996	01/24/2019	FROEHLICH,GLEN	2,100.00
		YAHARA WINS PROG TOTAL			

I have reviewed the preceding payments in the total amount of **\$17,269.62**

Date:

Dept Head _____

Committee Chair _____

COMMITTEE REVIEW REPORT
FOR THE MONTH OF JANUARY 2019

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
62-6200-0000-63200	PUBL/SUBCR/DUES	P1900580	01/10/2019	WISCONSIN LAND AND WATER CONSE	1,886.00
		P1900748	01/24/2019	SOUTHERN AREA ASSOCIATION	125.00
62-6200-0000-64319	TREE PURCHASE	P1900576	01/10/2019	LAURAS LANE NURSERY	1,419.00
		P1900577	01/10/2019	ENGELS NURSERY INC	1,046.48
62-6200-0000-65321	BLDG/OFC LEASE	P1900578	01/10/2019	SILHA LLC,DAN	3,150.00
		LAND CONSERVATION PROG TOTAL			
62-6350-0000-63101	POSTAGE	P1900790	01/31/2019	BRABAZON TITLE TEAM GROUP LLC	1,050.00
62-6350-0000-63110	ADMIN.EXPENSE	P1900609	01/17/2019	BRABAZON TITLE TEAM GROUP LLC	1,275.00
PDR/PACE PROG TOTAL					2,325.00

I have reviewed the preceding payments in the total amount of \$9,950.48

Date:

Dept Head _____

Committee Chair _____



Wisconsin Department of Agriculture, Trade and Consumer Protection
 Division of Agricultural Resource Management
 Bureau of Agrichemical Management
 PO Box 8911
 Madison WI 53708-8911
 Phone: (608) 224-4545

Wisconsin Clean Sweep Grant Contract – HHW and Ag Collections

(Sections 93.55 and 93.57, Wis. Stats.)

Contract Period	DATCP Ag. Grant Amount \$1,800.00	DATCP HHW Grant Amount \$5,000.00
Period through December 31, 2019	Grant Recipient Contribution Amount \$600.00	Grant Recipient Contribution Amount \$1,666.67
Contact Name and Phone Number Anne Miller (608) 754-6617	Mailing Address Rock County Land Conservation Department 440 N US Hwy 14 Janesville, WI 53546	

Based upon their mutual promises and other good and valuable consideration, the Wisconsin Department of Agriculture, Trade and Consumer Protection (hereafter the "department") and Rock County Land Conservation Department (hereafter the "grant recipient") agree as follows:

Contract Terms and Conditions

Under this contract, the department awards the grant recipient a Clean Sweep grant in the amount indicated above. This grant is subject to the following terms and conditions:

A. General Terms and Conditions

- A.1 The grant funds awarded by the department are to be used to reimburse the grant recipient's direct costs listed in s. ATCP 34.04(2), Wis. Admin. Code, for the agricultural chemical and container collection and/or household hazardous waste collection project, including those direct costs listed in s. ATCP 34.04(2), Wis. Admin. Code. The project being funded by this contract must meet applicable requirements in ch. ATCP 34, Wis. Admin. Code. This contract is subject to and incorporates applicable provisions of ss. 93.55, and 93.57 Stats; ch. ATCP 34, Wis. Admin. Code, and the grant announcement issued by the department pursuant to ch. ATCP 34, Wis. Admin. Code.
- A.2 Except as otherwise provided in section B, payment of grant funds to the grant recipient shall be made only after the grant recipient has completed all activities described in the approved grant application and submitted the final report required under s. ATCP 34.18, Wis. Admin. Code, to the department. Grant award payments, less any amounts withheld because of the grant recipient's breach of this contract, shall be made within 60 days after submission of final report.
- A.3 The department may withhold paying funds in any amount it deems appropriate if the grant recipient breaches any provision of this contract, including the failure to meet timeframes established in this contract or ch. ATCP 34, Wis. Admin. Code.
- A.4 The department shall not pay any grant funds to the grant recipient for reimbursement of costs incurred for collecting or disposing of the items listed in s. ATCP 34.04(3), Wis. Admin. Code, or for reimbursement of costs not directly related to the project activities described in the grant application. Upon written notice from the department, the grant recipient shall return to the department any grant funds received by the grant recipient for reimbursement of costs not directly related to the project activities described in the grant application. Funds provided under this contract may not be used, directly or indirectly, for lobbying or for illegal activities.

- A.5 The grant recipient shall safely perform and complete the project described in the grant recipient's approved grant application and any approved amendments to its approved grant application. Tasks required for successful project completion include participation in planning meetings, collection site selection, project management, fiscal accounting and record keeping, an organized public relations campaign, site walk-throughs, pre-registration for Very Small Quantity Generators (VSQGs), waste collection and transportation, and making necessary operational adjustments. The grant recipient shall complete and submit a final report to the department within 60 days after the project is completed as provided in s. ATCP 34.18, Wis. Admin. Code and the 2019 Final Report Guidelines for Agricultural and Household Hazardous Waste Grants.
- A.6 The grant recipient shall assume responsibility as a hazardous waste generator under the Federal Resource Conservation and Recovery Act (RCRA) for hazardous waste received in connection with the project funded by this contract. As a hazardous waste generator, the grant recipient shall comply with applicable requirements under s. 291.21, Wis. Stats., and RCRA. The grant recipient shall contract with a hazardous waste contractor as provided in s. ATCP 34.16, Wis. Admin. Code. A signed copy of the grant recipient's hazardous waste contract shall be available for review by the department prior to commencing and throughout grant activities under this contract. By signing this contract, the grant recipient affirms the hazardous waste contract and contractor complies with s. ATCP 34.16, Wis. Admin. Code, and the corresponding pricing schedule must be provided to the department before April 15, 2019. If the grant recipient contracts with the hazardous waste contractor that manages the state of Wisconsin's hazardous wastes under the cooperative state purchasing agreement, submittal of the pricing schedule is not needed.
- A.7 The grant recipient shall indemnify and hold harmless the State of Wisconsin and all of its officers, employees, or agents from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property arising from the operations of the grant recipient and its subcontractors, employees and agents, in conducting any of the work contemplated under this grant agreement, including but not limited to any damages, court costs, expenses, and reasonable attorney fees, incurred by the State in defending any such suit, action or claim.
- A.8 The department may cancel this contract in whole or in part without penalty if the grant recipient violates this contract or fails to comply with applicable provisions of ss. 93.55 and 93.57, Wis. Stats. or ch. ATCP 34, Wis. Admin. Code. The grant funding under this contract is contingent upon the availability of funding. If money is not available for project funding due to non-appropriation of funds, the department may cancel this contract in whole or in part without penalty.
- A.9 Amendments to this contract, if any, shall be in writing, mutually agreed upon by the department and the grant recipient, and signed by the authorized representative of the department and the grant recipient. The original grant contract, the approved grant application, amendments and referenced statutes and rules shall constitute the entire contract.
- A.10 The grant recipient shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor. This audit shall be performed in accordance with state single audit guidelines issued by the Wisconsin Department of Administration. The amount of the payment must be reported under non-major state program in the Federal and State Financial Assistance Single Audit Report (State I.D.#115.04 Agricultural Clean Sweep). The department may have an additional audit performed of the grant recipient's use of this grant contract funding.
- A.11 The grant recipient shall maintain separate records for this project. Financial records shall be maintained in accordance with generally accepted accounting principles. For a period of six years after this contract is completed or such longer period as may be required by law, the grant recipient and its contractors shall preserve records related to this contract and make them available to the department for inspection and copying.
- A.12 In connection with the performance of work under this contract, the grant recipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical conditions, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This

provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the grant recipient further agrees to take affirmative action to ensure equal employment opportunities. The grant recipient agrees to post in conspicuous places, available for employees and applicants for employment, notice to be provided by the state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law. Effective 27, 2017, consistent with 2017 Wisconsin Executive Order 261, contractor agrees it is not engaged in a boycott of the State of Israel and further, contractor will not during the term of the contract engage in a boycott of the State of Israel. State agencies may not execute a contract and reserve the right to terminate an existing contract with a business entity that is not compliant with this provision. This provision applies to all contracts of all values.

- A.13 If this contract is for an amount of fifty thousand dollars (\$50,000) or more, the grant recipient agrees to submit a written affirmative action plan to the department within 15 business days after the contract commences if an acceptable plan is not already on file with the State of Wisconsin. Grant recipients with an annual workforce of fewer than 25 employees or municipalities are exempted from this requirement. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency. Failure to comply with the conditions of this clause may result in the grant recipient being declared an "ineligible" contractor, termination of the contract or withholding of payment.
- A.14 Neither the grant recipient nor its employees or agents are employees or agents of the department for any purpose including worker's compensation.
- A.15 This contract shall take effect when signed by both parties, and shall end December 31, 2019, or 30 days after either party notifies the other in writing of its desire to terminate this contract. This contract replaces any previous contracts between the department and the grant recipient for the ss. 93.55 and 93.57, Wis. Stats.

B. Additional Terms and Conditions for This Contract

- B.1 The grant recipient shall fund a portion of the grant recipient project by providing a contribution in accordance with the provisions of s. ATCP 34.04(5), Wis. Admin. Code. The total dollar value of the contribution shall be a minimum of 25% of the final total project cost. The dollar value amounts shall be reported on reimbursement documents.
- B.2 The grant recipient shall pay the hazardous waste contractor the amounts due and owing under the grant recipient's hazardous waste contract for the hazardous waste contractor's incurred costs that are to be reimbursed to the grant recipient under this project.
- B.3 For permanent collection projects, one or more partial grant fund payments may be provided during the permanent collection project. An interim report containing interim information of the type required under s. ATCP 34.18, Wis. Admin. Code, may be required before any partial payment is made.
- B.4 From the contracted funding, up to 50% of a grant recipient's cost to collect and dispose of agricultural pesticides and containers received from VSQGs, as defined in s. ATCP 34.02(18), Wis. Admin. Code, who are not agricultural producers, may be reimbursed provided that the requirements of ss. ATCP 34.04(6) and 34.14, Wis. Admin. Code, have been satisfied. The reimbursement percentage shall not exceed 50% of the total cost of the collection from VSQGs unless the administrator of the department's agricultural resource management division approves a higher percentage rate.
- B.5 A county that receives grant funds for both a farm chemical waste collection project and a household waste collection project may reallocate up to 50% of either project's grant funding to the other project based on unanticipated changes in demand for collection services in either project. Reallocation of funds is prohibited if the reallocation results in a shortage of funds for that project. Documentation for the amount of the transfer and the reasons for the transfer of funds must be provided in the final report.
- B.6 The person who signs this contract on behalf of the grant recipient is authorized to and does commit the grant recipient to the terms and conditions of this contract.

B.7 Neither party shall be in default by reason of any failure in performance of this grant agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

To execute this contract, you are required to attach your electronic signature below. By checking the box indicating your agreement, typing your name in the designated box and entering the date, you are signing this grant contract for the entity you are authorized to represent. This electronic signature will become part of this contract, and it has the same force and effect, pursuant to Chapter 137 of the Wisconsin Statutes, as a non-electronic signature.

<p>State of Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP)</p> <p><input type="checkbox"/> I agree on behalf of DATCP to the terms of this contract.</p> <p>Enter name: <input type="text"/></p> <p>Date (mm/dd/yyyy): <input type="text"/></p> <p>Sara Walling, Administrator, Agricultural Resource Management Division on behalf of Secretary Bradley M. Pfaff, DATCP</p>	<p>Rock County Land Conservation Department</p> <p><input type="checkbox"/> I agree on behalf of the Rock County Land Conservation Department to the terms of this contract.</p> <p>Enter name: <input type="text"/></p> <p>Date: (mm/dd/yyyy): <input type="text"/></p> <p>Enter Title: <input type="text"/></p>
---	--

February 6, 2019: Land Conservation Committee Meeting

Land and Water Resource Management Program Cost Share Agreements for Consideration:

C/S Agreement #	NAME (OW: Owner) (CSR: Cost Share Recipient)	Practice	Acres/ ea.	C/S amount	Township/Sec
LR-001.19	Ronald Weberpal	Manure Storage Closure	one	\$ 5,285.00	Johnstown 35
LR-002.19	John L Austin Farms, INC	Manure Storage Closure	one	\$ 4,270.00	Janesville 29
TOTAL				\$ 9,555.00	

Farmland Preservation Notices of Non- Compliance

OWNER	Township	Reason for Withdraw
Gordon and Michelle Barlass	Harmony	Failure to Certify Compliance
Grunzel Farms	Janesville	Failure to Certify Compliance
Michael Haegele	Avon	Failure to Certify Compliance
Thomas and Kathy Hoffman	Lima	Failure to Certify Compliance
Joseph Popanz	Spring Valley	Failure to Certify Compliance
David and Janelle Roe	Lima	Failure to Certify Compliance
Bess Ann Wenham	Lima	Failure to Certify Compliance

RESOLUTION NO. _____

AGENDA NO. _____

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

LAND CONSERVATION
COMMITTEE
INITIATED BY



THOMAS SWEENEY
DRAFTED BY

LAND CONSERVATION
COMMITTEE
SUBMITTED BY

JANUARY 19, 2019
DATE DRAFTED

**FINALIZING PURCHASE OF THE LAWRENCE AND SHARON HARGARTEN
AGRICULTURAL CONSERVATION EASEMENT**

1 **WHEREAS**, the Rock County Board of Supervisors officially approved the Rock County Purchase of
2 Agricultural Conservation Easements (PACE) Program and adopted the document entitled Rock County
3 PACE Program Manual, identifying and outlining all aspects of Program development and
4 implementation, on January 13, 2011; and,
5
6 **WHEREAS**, a PACE application was submitted by the Hargarten's to the Land Conservation
7 Department (LCD) in 2017 for one hundred (100) acres of real property located in part of Section 2,
8 Township 2 North, Range 13 East, La Prairie Township, Rock County Tax Parcel Number 6-10-9.1; and,
9
10 **WHEREAS**, the application was recommended for approval by Land Conservation Department (LCD)
11 and the PACE Council, approved by the Land Conservation Committee and County Board in accordance
12 with the Rock County PACE Program Manual and approved for partial funding by the Natural Resources
13 Conservation Service (NRCS); and,
14
15 **WHEREAS**, the PACE program and the NRCS Agriculture Conservation Easement Program (ACEP)
16 require that easement appraisals be completed by a State of Wisconsin Certified General Appraiser and
17 meet the Uniform Standards of Professional Appraisal Practice; and,
18
19 **WHEREAS**, the purchase price of the easement was determined with the aforementioned methodology
20 and the appraisal valuations have been approved by the NRCS; and,
21
22 **WHEREAS**, the LCD worked closely with the NRCS staff to secure the ACEP funding for said
23 easement purchase and will receive said funding at time of the easement closing(s); and,
24
25 **WHEREAS**, each party to PACE are required to have financial interests as follows; Landowner will
26 donate twenty five percent (25%) of the easement value (valued at \$95,000.00), the County will
27 contribute twenty five percent (25%) of the easement value, totaling \$95,000.00 and the NRCS will
28 contribute fifty percent (50%) of the easement value, totaling \$190,000.00 for a total purchase price of
29 \$285,000.00.
30
31 **NOW, THEREFORE, BE IT RESOLVED**, the Rock County Board of Supervisors duly assembled this
32 _____ day of _____, 2019, do by enactment of this Resolution approve the purchase of the
33 Agricultural Conservation Easement on the Hargarten Property, accepts the ACEP Funding, and
34 authorizes the LCD to undertake final necessary activities identified therein and obligate all necessary
35 funds to complete said activities.
36
37 **BE IT FURTHER RESOLVED**, the County Board Chair and/or the County Clerk will act as the
38 County's agent(s) for closing of said easements.

Respectfully submitted:

LAND CONSERVATION COMMITTEE

Richard Bostwick, Chair

Alan Sweeney, Vice Chair

Stephanie Aegerter

Wes Davis

Brenton Driscoll

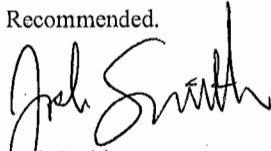
Robert Potter

James Quade, USDA-FSA Rep.

Jeremy Zajac

ADMINISTRATIVE NOTE:

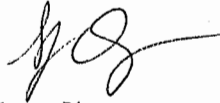
Recommended.



Josh Smith
County Administrator

FISCAL NOTE:

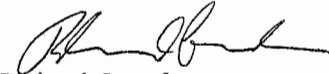
Funding is available in the 2019 budget for the cost of this easement.



Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01, 59.51 and 93.73, Wis. Stats.



Richard Greenlee
Corporation Counsel

EXECUTIVE SUMMARY

This resolution authorizes the Land Conservation Department (LCD) to finalize acquisition of the Agricultural Conservation Easement under the Purchase of Agricultural Conservation Easement Program (PACE) for the Lawrence and Sharon Hargarten Property, which is described as follows:

One Hundred (100) acres of real property located in part of Section 2, Township 2 North, Range 13 East, La Prairie Township, and Rock County Tax Parcel Numbers 6-10-9.1.

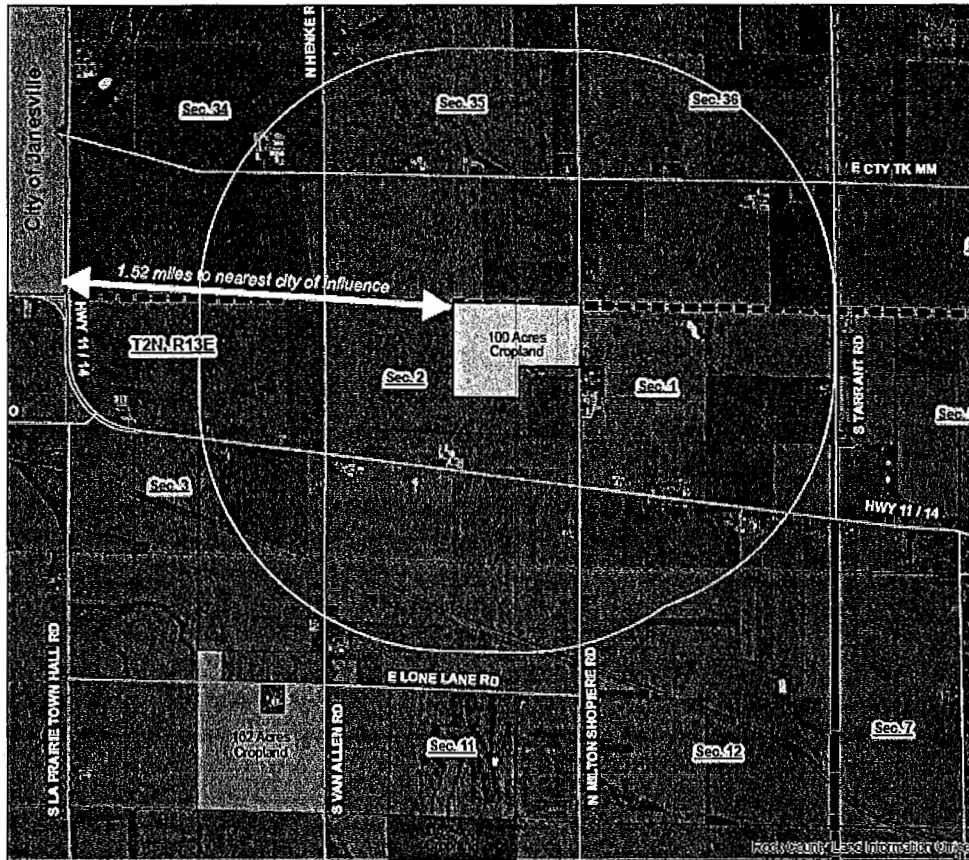
Acquisition of easement such as this is intended to protect and preserve productive agricultural lands in Rock County, encouraging and promoting the goals of a strong agricultural economy and community identity, intergovernmental cooperation, and a regional land use vision throughout the County.

The value of the Easement was determined by a qualified Real Estate Appraiser and reviewed by a third-party review appraiser, as per USDA-NRCS program guidelines.

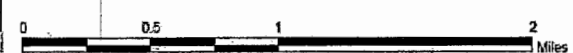
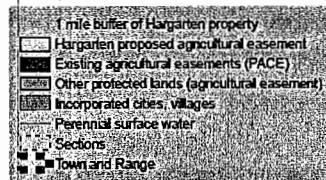
If this resolution is approved, the LCD will complete the Easement acquisition process on the Hargarten Property, and submit Easement funding reimbursement documentation to the USDA-NRCS. Acquisition of this easement by Rock County is contingent upon funding from the USDA.

General Location Map of Land Use and Other Protected Lands
within 1 mile of Proposed Easement and Nearest City of Influence

Lawrence and Sharon Hargarten easement, Rock County, WI



Land Cover on proposed easement and adjacent 1-mile buffer zone		
Cover Type (National Land Cover Database, 2011)	Coverage (%)	Acres
Cultivated Crops	87.3	2,588
Pasture/Hay	4.8	142
Developed, Open Space	4	119
Grassland/Herbaceous	1.6	47
Developed, Low Intensity	1.4	42
Deciduous Forest	0.4	12
Developed, Medium Intensity	0.2	6
Developed, High Intensity	0.2	6
Total acres	99.9	2,962



Map by Rock County Land Conservation Department, 12/19/2017