



Sawyer County

Agenda

Land, Water, & Forest Resources Committee Meeting

Wednesday, October 11, 2023 @ 8:30 AM

Sawyer County Board Room

Revised: Wednesday, October 11, 2023 7:42 AM

Page

1. CALL TO ORDER

- a. To view or participate in the **virtual meeting** from a computer, iPad, or Android device please go to <https://zoom.us/j/99719807086> You can also use the dial in at **1-312-626- 6799** with the Webinar ID: 997 1980 7086. Use *9 to Raise/lower hand and *6 to Unmute/mute. If additional assistance is needed please contact the Sawyer County Forestry Office at 715-634-4846 prior to the meeting. This meeting will be recorded and will be available on our website at: <https://sawyercountygov.org>. If you are on a computer, click the "Raise Hand" button and wait to be recognized. If you are on a telephone, dial *9 and wait to be recognized.

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW

5. PUBLIC COMMENTS

- a. At this time, members of the public will be given the opportunity to address the Committee. Please adhere to the following when addressing the Committee:
 - Comments will be limited to 3 minutes or less per individual.
 - Comments should be directed to the Committee as a whole and not directed to individual Committee members.
 - The Committee cannot respond to your comments during this time.
 - Please sign in and fill out a public comment sheet if you wish to speak on an item.

6. CONSIDER APPROVAL OF MINUTES FROM PREVIOUS MEETING

- a. [9.13.23 LWFRM Minutes DRAFT](#)

	7. REGISTER OF DEEDS UPDATE
6	a. ROD Monthly Report
7 - 10	b. Daniel's Law - Policy 1) SawyerCountySheilding procedures 2) June-2023-Legal-Issues-Daniels-Law
	8. EVENTS (DISCUSSION AND POSSIBLE ACTION)
	9. LAND RECORDS AND COUNTY SURVEYOR DEPARTMENT REPORT
11 - 12	a. 1) LWFR October 2023 RPL Report 2) Surveyor October 2023
	10. SAWYER COUNTY FORESTRY DEPARTMENT
	a. Recreational Trails Report Motorized- Non-motorized-
13 - 16	b. County Forestry Report sept 23 forestry report
	c. DNR Forestry Report
	11. ZONING/ CONSERVATION DEPARTMENT
17	a. County Report Conservation Department Update Oct 2023
18	b. AIS Grant Resolution (Discussion/Action) Resolution grating Sawyer County Zoning & Conservation Administrator to be representative agent to secure grant funding AIS Grant Resolution
19 - 20	c. Wildlife Damage - 2024 Budget (Discussion/Action) Sawyer County 2024 Budget
21 - 31	d. 5-year Plan of Administration Renewal (2024-2028) (Discussion/Action) SAWYER 2024-2028 WDACP POA
32 - 33	e. 2023 Crop Prices (Discussion/Action) Sawyer Crop Price Sources Sawyer 2023 Crop Price Proposal
34	f. 2023 Damage Assessment Deadline (Discussion/Action)

[Sawyer Damage Assessment Deadline](#)

- g. USDA report
- h. LCO report

12. FUTURE AGENDA ITEMS

13. CORRESPONDENCE, REPORTS FROM CONFERENCES AND MEETINGS

14. ADJOURNMENT

DISCLAIMER:

A quorum of the County Board of Supervisors or of any of its committees may be present at this meeting to listen and observe. Neither the Board nor any of the committees have established attendance at this meeting as an official function of the Board or committee(s) or otherwise made a determination that attendance at the meeting is necessary to carry out the Board or committee's function. The only purpose for other supervisors attending the meeting is to listen to the information presented. Neither the Board nor any committee (other than the committee providing this notice and agenda) will take any official action with respect to this noticed meeting.

Copy sent via email to: County Clerk and News Media. Note: Any person wishing to attend whom, because of a disability, requires accommodation should call the Sawyer County Clerk's office (715.634.4866) at least 24 hours before the scheduled meeting so appropriate arrangements can be made.

Land, Water, and Forest Resources Committee Mission Statement: "Develop, guide and implement policies that protect and ensure the sustainability of our bio-diverse community."

**Minutes of the September 13th meeting of the Sawyer County
Land, Water & Forest Resources Committee
Of the Sawyer County Board of Supervisors
Board Room; Sawyer County**



Voting Committee Members (X) Present:

- ☒ Chair: **Ed Peters**
- ☒ Vice Chair – Marc Helwig
- ☒ Kay Wilson
- ☒ Brian Bisonette – virtual
- ☒ Jason Weaver
- ☒ Kevin Sheptick

Others Present:

Lynn Fitch
Jay Kozlowski
Natalie Erler
Brody Fischer
Greg Peterson
Andy Albarado

Call to Order – Chair Ed Peters called the meeting to order at 8:30 am.

Certification of Compliance with the open meeting law was met. Roll Call was taken; a quorum was met.

Meeting Agenda –

Public Comments –

Minutes from the previous meeting dated: August 9, 2023

Motion to approve made by: Mr. Helwig Second by: Mr. Sheptick
Motion carried without negative vote.

Register of Deeds Update -

A written report was provided. Revenue for transfer fees surpassed the budgeted amount in August, currently at 110%.

Events -

Land Records and County Surveyor Department Report -

In August the survey crew worked on replacing corners in roads in the Towns of Hayward, Round Lake, and in the City of Hayward

Sawyer County Forestry Department -

Recreational Trails Report -

County Forestry – A written report was provided and reviewed by Mr. Peterson. We are on target for hitting revenue in timber sales. Louisiana Pacific is approaching its scheduled short-term shut-down so we anticipate a slow-down during that period. Project updates are outlined in the report along with an update on the carbon credit project.

DNR Forestry – Mr. Fischer provided a review of the written report. The August certification audit came back with an “unofficial OFI” for Washburn County. This finding had to do with a timber sale boundary not in compliance with the mandatory BMP’s for water quality. Also, progress has been steady setting up timber sales and preparing them for the bid opening this fall. An Oak Wilt inspection was conducted in the Seeley block of the Sawyer County Forest; none found in this area but other areas showed signs of the wilt that will require further inspection and possible treatment. He will look into the reported CWD deer infection in a private Washburn farm area; they are awaiting the outcome of this determination as to how it may affect Sawyer County.

Zoning/Conservation Department -

County Report – A written report was provided and reviewed by Mr. Kozlowski. Conservation Staff have completed annual shoreline mitigation checks for specialized project. Several letters will be sent to those that are not in compliance with specified mitigation. Staff gave a rain garden presentation for the Spider Chain of Lakes Association. Ms. Erler provided an update on the AIS and LMPN grant that funds various lake oversight processes.

USDA Report – A written report was provided and reviewed by Mr. Sheptick.

LCO Report – Mr. Bisonette advised that they will be starting to close down the hatchery and stocking program for the year.

Future Agenda Items -

Other Topics for Discussion Only – Tax Deed Lands

Adjournment – 8:57 am

Next Meeting: October 11, 2023 **Time:** 8:30 am **Location:** Board Room
Minutes recorded by Lynn Fitch, County Clerk

ROD Monthly Report

September, 2023

Activity	Number of Copies	Total Revenue including amounts to State
Emailed Copies		281.00
Counter Copies		254.50
Birth	31	689.00
Death	21	789.00
Marriage	15	393.00
Divorce	0	0
Recorded Documents	455	8,199.42
Transfer Fees		79,032.30
Laredo		4,539.10

General:

**PROCEDURE FOR SHIELDING COVERED INFORMATION PERTAINING TO THE
JUDICIAL SECURITY AND PRIVACY ACT OF 2022**

Request Received:

Once in receipt of a request or notification of an at-risk individual, the Register of Deeds office will ensure we can comply with the information in the request. If we do not have enough information to comply the Register or Chief Deputy will contact the requester to obtain more information. Per 5934(b)(1). The Fidar software we use has a redact feature. We would use the redact feature to redact the entire address, just like we do social security numbers on older documents. We will properly “shield” these documents until instructed otherwise by the participant.

Information needed to comply:

To fully comply with the Law, the Register’s office would need the document number for each document that requires shielding of the address. Once obtained, the Register will “shield” the address within the body of the document and remove the address from the index.

The shielding process starts with going into each document stated in the request and shield the address from public view.

Saving the request:

The Register of Deeds would then upload the request into a file for safekeeping.

Notify: Register of Deeds (or Department receiving request) will provide request by participant to Corporation Counsel and/or County Administrator. Counsel will direct distribution to the appropriate Departments or others as necessary.



LEGAL ISSUES
RELATING TO COUNTY GOVERNMENT

Daniel's Law

What Is It and How Does It Impact Counties?

by Attorneys Jake Curtis and Andy Phillips, Attolles Law, s.c.

The Daniel Aderl Judicial Security and Privacy Act of 2022 (commonly referred to as “Daniel’s Law”) was signed into law in December 2022 as part of the National Defense Authorization Act, H.R. 7776. Daniel’s Law was enacted to protect judges and their families by requiring federal agencies to “maintain the confidentiality of judges’ personally identifiable information upon request; authorize funding for state and local governments to adopt similar measures; prohibit data brokers from selling, licensing, trading, purchasing, or otherwise providing or making available for consideration judges’ personally identifiable information; and create an enforceable mechanism for judges and their immediate family members to secure removal of their personally identifiable information from the Internet.”¹

Some federal officials have taken the position the legislation “does not pertain to state or local government agencies *unless* they apply for grant funding to either create a program or improve on an existing program that protects the location of a federal judge” (emphasis added). However, other associations have taken the position the legislation *does* pertain to local governments. The analysis below attempts to provide clarity for Wisconsin counties.

► Daniel’s Law

The new law applies to three categories of entities — government agencies, state and local governments (for the limited purposes of securing grants), and data brokers and other businesses.

Government agencies. The law provides that an at-risk individual, broadly defined to include all federal judges and their immediate families, may “file written notice of the status of the individual as an at-risk individual, for themselves and immediate family members, with each Government agency that includes information necessary to ensure compliance with this section; and request that each Government agency ... marks as private their covered information and that of their family members.”² Upon receipt of such a notice, government agencies “shall remove the covered information of the at-risk individual or immediate family member from publicly available content not later than 72 hours after such receipt.”³

Covered information includes, among other things, a home address, a home or personal mobile telephone number, a personal email address, a Social Security number

The new law also prohibits any person, business or association from publicly posting ... covered information ... if a written request to not disclose was made.

or driver's license number, a license plate number, the identification of children, and the full date of birth.⁴ A knowing violation by a government agency may result in a fine not greater than \$4,000 and an award to the at-risk individual or immediate family of court costs and reasonable attorney's fees.⁵ The new law directs that it "shall be broadly construed to favor the protection of the covered information of at-risk individuals and their immediate family members."⁶

State and local governments. A grant program is specifically referenced that provides for the attorney general to "make grants to prevent the release of covered information" to an entity that is a state or unit of local government (or an agency thereof) that "operates a State or local database or registry that contains covered information."⁷ An entity seeking a grant must submit to the attorney general an application.⁸ The grant covers the creation or expansion of programs that are designed to protect judges' covered information, including the redaction of covered information from public records, the development or improvement of protocols, procedures and policies to prevent the release of covered information, modifying or improving existing databases, and the development of confidential opt-out systems.⁹ Any state or local governments that receive grant funds must then submit to the comptroller general of the United States a report on data required under the section.

Data brokers. The third category of covered entities includes data brokers and "other persons and businesses."¹⁰ A data broker may not "knowingly sell, license, trade for consideration, transfer, or purchase covered information of an at-risk individual or immediate family members."¹⁰ A data broker is defined as an entity that "collects and sells

or licenses to third parties the personal information of an individual with whom the entity does not have a direct relationship."¹¹ Exclusions under the definition of data broker relate to engaging in news reporting, providing 411 directory information, and providing alert services for health or safety purposes, among others.¹²

► Application to counties

State and local government agencies are unlikely to be considered a "government executive agency" subject to the requirements above.¹³ Because state and local government agencies are not an executive department or a government corporation as defined in Section 105 of Title 5, United States Code, the requirements for government agencies under the new law are unlikely to apply to Wisconsin counties.

Next, the law appears to limit the explicit application to state and local governments by detailing the application process for grant funds. An entity seeking a grant must first submit to the attorney general an application for grant funds,¹⁴ suggesting a state or local government that does not submit such an application is not subject to the law's requirements, at least with respect to direct application to state and local governments.

However, with respect to data brokers, it is important to keep in mind the definition of data broker. If a county collects and sells or licenses protected information to third parties, then it likely would fit within the definition of a data broker under the new law.

The law also prohibits any person, business or association from publicly posting or displaying on the Internet covered information of an at-risk individual or immediate family member if a written request to not disclose was made.¹⁵ Here, the law could be read to

Continued on page 46



Continued from page 45

LEGAL ISSUES

In the event a federal judge ... was to make such a request of a county, a county should consider taking the steps outlined in the new law to protect covered information.

generally include any person that receives a written request to not disclose protected information. In the event a federal judge (or his or her designee, which is defined broadly under the law to include, among others, the chief judges of the various federal courts¹⁶) was to make such a request of a county, a county should consider taking the steps outlined in the new law to protect covered information.

Any county department that receives a notice could subject a county to the requirements of the new law. Therefore, it is important for all department heads in a county to be aware of the law's requirements and to have a process in place to notify other departments in the event a notice under the law is received.

Counties should bear in mind that because of the possibility that a county is considered a data broker or could receive a written request made pursuant to the new law,¹⁷ processes should be put in place to meet the deadline under the new law. The requirements relating to state and local governments, data brokers and other businesses "shall take effect on the date that is 120 days after the date of enactment of this Act."¹⁸ With the president signing the National Defense Authorization Act, H.R. 7776, on December 23, 2022, counties had until April 23, 2023, to have compliance plans in place.

► Conclusion

The above framework suggests a county department that collects and sells or licenses protected information to third parties would likely fit within the definition of a data broker under the new law. It is important that counties work closely with their corporation counsel to determine

the process for responding to a request submitted under the law. If you have any questions surrounding this complex topic, please do not hesitate to contact the association or the authors at jcurtis@attolles.com or aphillips@attolles.com. ■

Attolles Law, s.c. works on behalf of Wisconsin counties, school districts and other public entities across the state of Wisconsin. Its president and CEO, Andy Phillips, has served as outside general counsel for the Wisconsin Counties Association for nearly 20 years.

1. See National Association of Attorneys General, NAAG Supports Daniel's Law, Dec. 14, 2022, naag.org/policy-letter/supports-daniels-law/#:~:text=NAAG%20supports%20the%20Daniel%20Anderl,to%20keep%20federal%20judges%20safe (emphasis added)
2. National Defense Authorization Act, H.R. 7776, Section 5934(a)(1)(A)-(B)
3. Id., Section 5934(a)(2)
4. See Id., Section 5933(2)(A)(i)-(viii)
5. Id., Section 5934(f)(3)
6. Id., Section 5937(b)
7. Id., Section 5934(c)(1)(A)
8. Id., Section 5934(c)(1)(B)
9. Id., Section 5934(c)(2)
10. Id., Section 5934(d)(1)
11. Id., Section 5933(3)(A)
12. Id., Section 5933(3)(B)
13. A government agency under Section 5933(5) of the National Defense Authorization Act, H.R. 7776, includes "an Executive agency, as defined in Section 105 of Title 5, United States Code." There, "executive agency" means an executive department, a government corporation and an independent establishment. Other federal codes [see the Freedom of Information Act, 5 U.S.C. § 552] limit executive agency to federal agencies. State and local government agencies are not covered by the Privacy Act referenced in Section 552. See, e.g., *Clancy v. Fla. Dep't of Corr.*, 782 F. App'x 779, 781 (11th Cir. 2019) (finding Interstate Commission for Adult Offender Supervision to be an agency of compacting states that is not subject to Privacy Act)
14. See National Defense Authorization Act, H.R. 7776, Section 5934(c)(1)(B)
15. See Id., Section 5934(d)(1)(B)(i)
16. See Id., Section 5934(b)
17. See Id., Section 5934(d)(1)(B)(i)
18. See Id., Section 5939(c)(1) and (d)



Sawyer County Land Records
10610 Main Street, Suite 54
Hayward, Wisconsin 54843-0248
Telephone 715-634-3564 Fax 715-634-3546
<https://sawyercountygov.org/>

October 2, 2023

Real Property Lister Report

Despite recording numbers being down overall, we are still busy with transfers; we processed approximately 185 transfers and 9 Certified Survey Maps in September.

Nineteen municipalities have now held their Boards of Review. The last two municipalities, the towns of Bass Lake and Spider Lake, have both scheduled their Open Books and Boards of Review for the end of October and beginning of November. The Town of Bass Lake is no longer completing a full revaluation for this year, as they had some unexpected technology issues.

Rachel Thompson successfully planned and attended this year's Wisconsin Real Property Lister Association Annual State Meeting at Flat Creek Lodge. There was great turnout from across the state.

Respectfully submitted,

Kimberly Wendt
GIS Technician and Real Property Lister

715-638-3279

kimberly.wendt@sawyercountygov.org



Sawyer County Surveyor's Department
10610 Main Street, Suite 54
Hayward, Wisconsin 54843-0248
Telephone 715-634-3564 Fax 715-634-3546
<https://sawyercountygov.org/>

County Surveyor's Report 10/11/23

The County Survey Crew is working in Town of Winter, Township 37 North Range 5 West. A contract project is nearly complete on the east line of this township as well.

We installed approximately 30 new and replacement address signs throughout the County in September.

We assisted Maintenance in locating the corners of a County-owned parcel in the Village of Radisson.

I reviewed eleven Certified Survey Maps in September.

Respectfully Submitted,

Chris Gregory
Sawyer County Surveyor

Forestry Report September 2023

Active Sales

Fifteen sales listed as active in month of September

Sale Date	# of Sales	Acres	Bid Value	Received	Est. Remaining
11/2/18	1	52	\$23,803.90	\$7,170.59	\$16,633.31
5/3/19	0	0	\$0	\$0	\$0
11/1/19	0	0	\$0	\$0	\$0
5/5/20	1	27	\$16,825.00	\$9,368.88	\$7,456.12
11/3/20	0	0	\$0	\$0	\$0
5/7/21	2	126	\$239,742.60	\$122,004.89	\$117,737.71
10/22/21	1	68	\$75,660.00	\$52,009.06	\$23,650.94
5/11/22	5	327	\$295,957.90	\$117,197.34	\$178,760.56
11/1/22	1	122	\$155,007.50	\$24,877.77	\$130,129.73
5/10/23	4	212	\$302,832.18	\$63,938.63	\$238,893.55
Totals	15	934	\$1,109,829.08	\$396,567.16	\$713,261.92

Inactive Sales

Sale Date	# of Sales	Acres	Bid Value	Received	Est. Remaining
11/2/18	2	106	\$56,687.85	\$1,005.21	\$55,682.64
5/3/19	2	106	\$46,520.00	\$0	\$46,520.00
11/1/19	1	83	\$83,319.14	\$56,223.74	\$27,095.40
5/5/20	3	247	\$233,488.50	\$270,027.96	\$42,147.04*
11/3/20	4	268	\$275,786.50	\$142,256.28	\$133,530.22
5/7/21	10	921	\$558,176.00	\$31,725.31	\$526,450.69
10/22/21	9	725	\$712,924.20	\$67,361.03	\$645,563.17
5/11/22	13	834	\$870,414.32	\$119,992.10	\$750,422.22
11/1/22	12	1006	\$513,616.70	\$9,840.15	\$503,776.55
5/10/23	13	848	\$1,329,201.30	\$119,175.58	\$1,210,025.72
Totals	69	5144	\$4,680,134.51	\$817,607.36	\$3,941,213.65

* Sales having overruns

** Sales having underruns

Two sales closed out in September.

Timber Sale Value (sold contracts-uncut) on file = **\$4,654,475.75**

<u>Timber Revenue</u>	<u>September</u>	<u>YTD</u>
Timber Sales	\$148,140.05	\$1,815,057.31
<u>Christmas Trees/Boughs</u>	\$0	\$0
<u>Performance Bond Cashed</u>	\$0	\$16,947.94
<u>Other Revenue</u>		
<u>Camping/Firewood/Access/Hay</u>	\$146	\$648
<u>Park Reservations</u>	\$50	\$660
		<u>Budget</u>
Gross Timber Sale Revenue	\$1,815,057.31	\$1,850,000
10% Payment to Towns	\$ 181,505.73	
Net Timber Sale Revenue	\$1,633,551.58	
Performance Bonds Drawn	\$ 16,947.94	
Total Other Revenue	\$ 1,308.00	
Timber Sale Revenue Billed Out	\$ 89,567.04	

Timber Sale Inspections	<u># month</u>	<u>YTD</u>
	27	251

Comments: Goal for timber sale inspections is generally one inspection per week while sale is actively being harvested or wood is being hauled.

Tract Establishment	<u># sales month/ YTD</u>	<u>acres month/YTD</u>	<u>Goal</u>
	6/31	568/2490	3600

Comments: Working on timber tract review and preparing for fall timber sale prospectus bid packet.

Recon Acres Updated	<u>September</u>	<u>YTD</u>	<u>Annual Goal</u>
	1485	5794	6,000 acres

Comments: Recon is the assessment of geographic, structure and compositional attributes of forest stands. Field information is stored in the Wisconsin Forest Inventory & Reporting System (WisFIRS). Basic resource information is collected, stored and updated systematically and continuously. Database is used to analyze existing resources, evaluate management alternatives and assist in the development and implementation of management plans.

Good Neighbor Authority (GNA) Hours

September

45.25

FY24 Contract

155.25

Current Contract:

Pending Contract FY24 Stands

Approximately 600 hours timber sale establishment/admin. \$43,775.10.

Comments: Under the federal Good Neighbor Authority, the USDA Forest Service is authorized to enter into cooperative agreements with states to perform forest management activities on national forest lands. WDNR has entered into a GNA agreement with the Chequamegon-Nicolet National Forest (CNNF). WDNR is authorized to contract with counties to assist with forest management activities on national forest lands. The focus of the GNA program is to assist in the implementation of the CNNF Forest Plan, which will provide:

- Forest products to the local economy
- Collaboration between federal, state and county forest managers
- Improved health and resiliency of forestlands and watersheds within Wisconsin

Oak Wilt:

DNR conducted aerial survey for oak wilt, several possible sites identified and mapped. Staff currently verifying sites to confirm for oak wilt or two lined chestnut borer.

Mountain Bike Trails:

Nothing new to report.

Birkie Trail:

Nothing new to report.

ATV/UTV/Snowmobile Trails:

Nothing new to report.

Parks:

Hatchery Park: Nothing new to report.

Nelson Lake Park: Nothing new to report.

Carbon Credit Project:

Have been working Steigerwaldt in the process of establishing 331 inventory plots, plot establishment ongoing with completion date scheduled for mid-October.

Other:

Staff attended Wisconsin County Forests Association Annual Fall meeting 9/27 and 9/28 held at Flat Creek Lodge in Hayward.



Zoning & Conservation Department Update Sept. 2023 – Oct. 2023

Prepared by Jay Kozlowski, Zoning & Conservation Administrator

- Several dam inspections were conducted by an engineer firm. These include Price Dam and Fishtrap Dam. We have “earmarked” Fishtrap Dam as in need for repair/replacement within the next several years.
- We have needed to contract with APHIS to do additional beaver trapping at the Carlson Lane Bridge Culvert. This area is no longer a dam structure but the County is still required to keep the culvert clean of debris and beavers have been impacting that area.
- Conservation Department has been doing several onsite visits this last month looking at shoreline erosion projects, generally inquires, and complaints.
- Trees have been ordered for the Spring Tree Sale. Online ordering will start in the month of November.
- Zoning Department continues to see above average Land Use Permits (LUP). As of 10/4/23 we are up 18 permits over this same time last month which is at a total of 461 LUPs.
- AIS Resolution needed to secure granting funding from DNR.

Resolution # _____

SAWYER COUNTY AQUATIC INVASIVE SPECIES PROGRAM

WHEREAS, Sawyer County is interested in obtaining a grant from the Wisconsin Department of Natural Resources for the purpose of continuing a county-wide program for aquatic invasive species control;

WHEREAS, a grant agreement is requested to carry out the project;

WHEREAS, Sawyer County has budgeted a sum sufficient to complete the project;

THEREFORE, BE IT RESOLVED, that Sawyer County is authorized to make application for a grant to continue the AIS program; and

HEREBY AUTHORIZES the Zoning and Conservation Administrator, to act on behalf of Sawyer County to submit an application to the State of Wisconsin, Department of Natural Resources for financial assistance; to sign documents; and to take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that Sawyer County will comply with all local, state and federal rules, regulations and ordinances relating to this project and the grant agreement through the 11th of October, 2028.

Adopted this 11th day of October, 2023 by the Sawyer County Land, Water, and Forest Resources Committee. By a vote of: _____ in favor _____ against _____ abstain

Ed Peters, Chairman

Marc Helwig, Vice Chairman

Kay Wilson, Member

Jason Weaver, Member

Brian Bisonette, Member

Kevin Sheptick, Agricultural Representative

Section *V - COUNTY BUDGET/FINANCIAL PLAN - required by all Parties
Sawyer 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 administration)	\$52,996.65	\$0.00	\$9,614.71	\$62,611.36
Abatement Materials (includes temp fence, repellant, bear abatement, other abatement)	\$ 11,118.20	\$0.00	\$0.00	\$ 11,118.20
Mileage/Travel/Services	\$ 5,435.78		\$0.00	\$ 5,435.78
Subtotal Direct Costs	\$69,550.63	\$0.00	\$9,614.71	\$79,165.34
Pooled job costs (ex, vehicle usage, etc)	\$7,650.57	\$0.00	na	\$7,650.57
Deer Donation Processing			na	\$0.00
County Administration		\$500.00	na	\$500.00
Indirect Costs (Administrative Overhead)	\$11,232.43	\$0.00	na	\$11,232.43
Permanent Fence	na	\$0.00	na	\$0.00
Agreement Total	\$88,433.63	\$500.00	\$9,614.71	\$98,548.34
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:	\$88,933.63			

We expect to assist 20 growers with damage that may result in wildlife damage requests equaling or exceeding \$50,000.00 worth of claims.

Signatures of Intention:

COUNTY: _____

Date: _____

WDNR: _____

Date: _____

USDA-APHIS-WS: _____

Date: _____

2024 Sawyer County Budget

Approved amount to be provided by:

	County Request	County Admin	USDA-WS Funding Approved		WDNR Funding Approved		Total Funding Approved
Salaries (includes County Admin)	\$53,496.65	\$500.00	\$9,614.71		\$53,496.65		\$63,111.36
Mileage/Travel/Services	\$13,086.35		\$0.00		\$13,086.35		\$13,086.35
Office Overhead	\$11,232.43		\$0.00		\$11,232.43		\$11,232.43
Permanent Fencing	\$0.00		\$0.00		\$0.00		\$0.00
Temporary Fencing	\$5,200.47		\$0.00		\$5,200.47		\$5,200.47
Bear Abatement	\$0.00		\$0.00		\$0.00		\$0.00
Repellant	\$305.91		\$0.00		\$305.91		\$305.91
Other Abatement	\$5,611.82		\$0.00		\$5,611.82		\$5,611.82
Venison Admin	\$0.00		\$0.00		\$0.00		\$0.00
Venison Processing	\$0.00		\$0.00		\$0.00		\$0.00
Total	\$88,933.63		\$9,614.71		\$88,933.63		\$98,548.34
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:	\$88,933.63						

We expect to assist 20 growers with damage that may result in wildlife damage requests equaling or exceeding \$50,000.00 worth of claims.

Signatures of Intention:

COUNTY: _____ Date: _____

WDNR: _____ Date: _____

USDA-APHIS-WS: _____ Date: _____

COOPERATIVE SERVICE AGREEMENT
between
SAWYER COUNTY
and
WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – AUTHORITY

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

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to that:

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

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

The County (Cooperator) agrees:

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

Sawyer County Cooperator Representative:

Jay Kozlowski
Zone & Conservation Administrator
10610 Main Street, Suite 49
Hayward, WI 54843
715-634-8288
Jay.kozlowski@sawyercountygov.org

WDNR Representative:

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

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

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

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

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

Daniel Hirschert
WI State Director
USDA, APHIS, WS
732 Lois Drive
Sun Prairie, WI 53590
608-837-2727
Daniel.L.Hirschert@usda.gov
2. To conduct activities at sites designated by Cooperator as described in the Work Plan, Plan of Administration, and Financial Plans (Attachments A-C). APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan, Plan of Administration, and Financial Plan of this agreement.
3. Designate to the County and WDNR the authorized APHIS-WS employee who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement. APHIS-WS employees' rights will be governed by applicable Federal personnel laws, rules, and regulations. County employees' rights will be governed by County ordinances, Personnel Policy, and Union contracts where applicable.
 - a. APHIS-WS will designate the District Supervisor and/or Assistant District Supervisor as the authorized representative who will provide immediate direction and guidance to personnel in performing activities outlined in this Agreement, to include:
 - i. adequate numbers of qualified personnel to initiate and conduct the wildlife damage management activities outlined in the Work Plan of this Agreement.
 - ii. training, technical supervision, and coordination of activities as outlined in the Work Plan of this Agreement.
 - iii. to arrange for office space and provide equipment and other miscellaneous needs for personnel assigned to this program as outlined in the Work Plan of this Agreement.
4. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
5. To invoice the County quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the County shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations. APHIS-WS agrees to handle cooperative finances and budgeting as outlined in the Financial Plan of this Agreement.

ARTICLE 6 – CONTINGENCY STATEMENT

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

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

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

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

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

ARTICLE 9 – LAWS AND REGULATIONS

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

ARTICLE 10 – LIABILITY

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

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

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

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

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

(7/2019 version)

WS Agreement Number: 23-7255-0044-RA
WBS: AP.RA.RX55.72.XXXX

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

County Tax ID No.: 39-6005746
WDNR Tax ID No.: 39-6006436
APHIS-WS's Tax ID: 41-0696271

Sawyer County:

BY: _____ Jay Kozlowski, Zoning & Conservation Administrator Sawyer County 10610 Main Street, Suite 49 Hayward, WI 54843	_____ Date
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Wisconsin Department of Natural Resources:

BY: _____ Eric Lobner, Bureau Director Wisconsin Department of Natural Resources 101 S. Webster Street Madison, WI 53707-7921	_____ Date
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**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY: _____ Daniel Hirschert, State Director USDA, APHIS, WS 732 Lois Dr. Sun Prairie, WI 53590	_____ Date
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BY: _____ Keith Wehner, Eastern Region Director USDA, APHIS, WS 920 Main Campus Dr, Suite 200 Raleigh, NC 27606	_____ Date
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**ATTACHEMENT A
WORK PLAN
SAWYER COUNTY**

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

Introduction

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

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

Purpose

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

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

Planned APHIS-WS Activities

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

Effective Dates

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

ATTACHMENT B
WISCONSIN WILDLIFE DAMAGE ABATEMENT & CLAIMS PROGRAM (WDACP)
PLAN OF ADMINISTRATION
SAWYER COUNTY

As confirmed in the County Board of Supervisor's Resolution No. 2018-47, the County request to participate in the Wildlife Damage Abatement and Claims Program (WDACP), established under s. 29.889, Stats., and s. NR 12 Wis. Adm. Code. This Plan of Administration (Plan) outlines the relationships and duties of the County, the Wisconsin Department of Natural Resources (WDNR), and the United States Department of Agriculture, Animal Plant Health Inspection Services, Wildlife Services (APHIS-WS), herein called the parties. By submission of this Plan, the County agrees to fully comply with s. 29.889, Stats., s. NR 12, Wis. Adm. Code and the Wisconsin WDACP Technical and Field Manuals which are made a part of this Plan by reference.

1. Definitions: For the purposes of this Plan, the Parties accept the definitions found in s. 29.889(1) Stats. And s. NR 12.31 WI. Adm. Code. In addition, the Parties agree that:
 - a. "Improperly filed claim" means any wildlife damage claim received by WDNR which does not comply fully with all eligibility requirements of s. 29.889, Stats., s. NR. 12 Wis. Adm. Code or this Plan or procedures described in the WDACP Technical or Field Manual.
 - b. "Permanent fence contract" means any permanent fence contract written in accordance with the Wisconsin WDACP Technical Manual and designed to remain effective for a minimum of 15 years.
2. Level of Participation: The County agrees to administer the full WDACP.
3. Eligible Species: The County agrees to administer the WDACP with respect to the following wild animals: bear, cougar, white-tailed deer, elk, Canada goose, wild turkey, and Sandhill cranes * (**only become eligible for program benefits when a hunting season in Wisconsin has been established*).
4. Eligible Crops: The County agrees to provide WDACP services with respect to the following: damage to commercial seedlings or crops growing on agricultural lands, damage to crops that have been harvested for sale or further use but have not been removed from the agricultural land, damage to orchard trees or nursery stock, damage to livestock, or damage to apiaries.
5. Delegation of Responsibility:
 - a. The County, through an established committee or through a county designee shall provide Administration of the County WDACP pursuant to s. 29.889, Stats., s. NR 12, Wis. Adm. Code including approval of: annual budget requests, permanent fence contracts, crop prices, properly filed wildlife damage claims, shooting permit compliance waivers, and enrollee appeals, (if any).
 - b. APHIS-WS shall provide the field management of the County WDACP, including hiring, training, and supervising staff, providing program services, records management, purchasing, and equipment inventory.
6. Budgeting:
 - a. APHIS-WS agrees to:
 - i. Prepare a WDACP budget proposal for the following calendar year for County review and approval by October 31 (or as negotiated).
 - ii. Not bind the County to the expenditures of funds exceeding their total County WDACP budget.
 - iii. Keep administrative costs to a minimum, by billing WDACP expenses to each County on a quarterly basis.
 - b. The County agrees to:
 - i. Provide an annual budget request to WDNR by November 1 (or as negotiated) for the following calendar year. All budget requests will include cost estimates for administration, abatement, wildlife damage claims, and an estimated number of claimants.
 - ii. Prepare quarterly (or as negotiated) reimbursement request to WDNR for eligible WDACP expenditures.
 - iii. Not bind WDNR for expenditures beyond the approved County Plan of Administration. The County may request additional funding by written amendment. It is understood that additional funding is not guaranteed and is subject to fund availability.
 - iv. Unless otherwise agreed upon, submit advance abatement and administrative fund requests that are compliant with s. 29.889 and NR 12, after submitting a final reimbursement request for previous year for which WDACP participation was approved.
 - c. WDNR Agrees to:
 - i. Review and approve, amend, or deny the annual budget request in accordance with s. 29.889, Stats., s. NR 12.32, Wis. Adm. Code, and advance funds under s. NR 12.34 (unless otherwise agreed upon), Wis. Adm. Code within 30 days of department approval of the annual budget estimate.
 - ii. Review and approve, amend, or deny reimbursement requests in accordance with s. NR 12.34 and s. NR 12.35, Wis. Adm. Codes.
 - iii. Review and act on properly filed wildlife damage claim requests no later than June 1 following the calendar year in which damage occurred.

- iv. If eligible wildlife damage claims are submitted late by the County, WDNR may accept and process the claims if funds are available, and the payment will not adversely affect claimants for the proceeding calendar year claim payments.
- v. If statewide approved wildlife damage claims exceed available funds, claims shall be paid on a prorated basis as established in s. NR 12.37 (3) Wis. Adm. Code.
- d. The Parties mutually recognize and agree:
 - i. WDNR may not bind the State of Wisconsin to pay costs beyond the amount appropriated for the WDACP.
 - ii. WDNR may defer until after July 1, the payment of County reimbursement requests beyond the initial 25% funds advancement.
 - iii. The County and WDNR shall not restrict APHIS-WS to line items estimates in the WDACP budget if total expenditures, per expense category of abatement or administration, do not exceed the total budgeted amount approved by the County and WDNR.
 - iv. The County WDACP budget may be spent in its entirety. Any unspent funds will remain with the WDNR WDACP program.
 - v. Supplies, materials, and equipment will be purchased with WDACP funds. If this Agreement is terminated by any of the Parties, items purchased will be transferred within the WDACP for use or proceeds of items shall remain with the WDACP or returned for reimbursement if possible.
 - vi. WDNR will not reimburse the cost of abatement measures unless those measures were prescribed and implemented according to the Wisconsin WDACP Technical Manual.
 - vii. WDNR will not make payment for any wildlife damage claim which does not comply with all eligible requirements of s. 29.889, Stats., s. NR 12, Wis. Adm. Code, or this Plan of Administration.
- 7. Recordkeeping:
 - a. APHIS-WS and the County agree to:
 - i. Maintain record keeping practices and procedures that confirm to accounting practices directed by the WDNR and in compliance with s. NR 12, Wis. Adm. Code.
 - ii. Make all records and files relating to the WDACP available to the other Parties, upon request.
 - iii. Send copies of any WDACP documentation to the other Parties, upon request.
 - iv. Use WDNR authorized databases and forms for billing and reporting.
 - b. APHIS-WS agrees to: Maintain separate enrollee files and keep records of all abatement recommendations, appraisals, and all WDACP related interactions with each enrollee.
 - c. The County agrees to: Direct all billings to WDNR, Wildlife Damage Specialist
 - d. WDNR may: Conduct periodic audits of County record keeping procedures and prepare a written report to the County.
 - e. The Parties recognize and agree: All WDACP records are subject to the Wisconsin Open Records Law s.16.61, Stats. Any WDACP records requested will be provided by the County, WDNR, and/or APHIS-WS, as applicable.
- 8. Abatement Measures:
 - a. The parties mutually recognize and agree that:
 - i. WDNR shall maintain Webpages detailing the WDACP and describing how services may be requested.
 - ii. All enrollees shall be required to have a signed enrollment form on file to meet the hunting requirements in s. 29.889 (7m), Stats., s. NR 12.36, Wis. Adm. Code prior to receiving WDACP assistance.
 - iii. All abatement measures recommended to alleviate wildlife damage shall conform to the procedures and priorities found in the Wisconsin WDACP Technical Manual and will be accepted by the County as complete and appropriate "recommended abatement". Other abatement measures may be used if approved in advance, in writing, by WDNR.
 - iv. In the event equipment loaned by APHIS-WS to an enrollee is damaged beyond normal wear and tear, the enrollee/owner shall be billed for parts and labor to repair the damaged equipment, or if repair costs exceed the value of the equipment, the enrollee will be billed for the replacement of the equipment. APHIS-WS agrees to invoice the enrollee for these costs through a separate Cooperative Service Agreement and deposit the proceeds in the County's WDACP account. If the enrollee refuses to pay:
 - 1. The County shall direct APHIS-WS to refuse abatement services until payment is made (consequently the enrollee would be ineligible for a wildlife damage claim) or
 - 2. The County shall take a reasonable legal action to recover the loss of WDACP materials and/or equipment and deposit the proceeds in the County's WDACP account.

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

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

- vii. Deny all wildlife damage claims on row crops for damage occurring to these crops during a particular growing season after 90 percent of the County's harvest for this crop has been completed, as required by s. NR 12.37(1)(c), Wis. Adm. Code. The County may consult with the local FSA and UW extension offices for assistance in making the 90 percent determination (if desired).
 - viii. Deny all wildlife damage claims if an enrollee is not compliant with the prescribed harvest objective if issued a deer damage shooting permit, and the consulting group consisting of the County, the damage specialist and WDNR, does not collectively recommend an exemption to the harvest objective requirement.
 - ix. The County shall take reasonable legal action to recover claim payments made on the basis of fraudulent or negligent claims or statements.
 - c. WDNR agrees to: Accept the amount of wildlife damage for all properly filed wildlife damage claims approved by the County as final for purposes of review.
 - d. It is mutually agreed by the County, APHIS-WS, and WDNR that:
 - i. Damage assessment for compensation will be performed by APHIS-WS staff in accordance with the Wisconsin WDACP Technical Manual and Field Handbook and will be accepted by the County as complete and accurate "assessed damage".
 - ii. Compensation prices will be developed by APHIS-WS using information from UW Extension and/or local marketplace data and proposed to the County for approval, each year. Such prices will be established according to procedures set forth in the Wisconsin WDACP Technical Manual. Such prices will be applied to all individuals with eligible wildlife damage to those crops throughout the County.
 - iii. Public complaints (abatement compliance, fraud, etc.) must be written and received by APHIS-WS by December 31st, to be given consideration in the wildlife damage claims determination process. Hunting access denial complaints shall be written and received by APHIS-WS within 10 days of hunting access denial to be given consideration in the wildlife damage claims determination process, as described in the WDACP Technical Manual.
 - iv. The County will not administer a damage appraisal and/or claim to persons not cooperating with County personnel or its agent responsible for administering the County's Wildlife Damage Abatement and Claims Program. Abusive language, behavior, threats of violence, or otherwise will be considered a failure on the part of the enrollee to cooperate. This condition of administration will be provided by the county or its agent, in writing to program enrollees.
 - v. As required by s. NR 12.37(4)(a) 4.b., Wis. Adm. Code as part of the claims approval process, if an enrollee who has been issued a shooting permit is found not to be compliant with the harvest objective prescribed under his/her permit under s. NR 12.163(2)(a), Wisc. Adm. Code, then the County, its agent, and the department shall consult before making a collective recommendation to grant an exemption to the harvest objective requirement. This group shall review the evidence if there is consensus that an exemption is warranted, they shall recommend that the County designated committee charged with the approval of such damage claims, grant approval of the damage claim for the year in which the permit was issued. Compelling evidence that shall be used is detailed in s. NR 12.163(2)(b)2., Wis. Adm. Code.
10. Charges: The terms of this Agreement may be changed by written amendment approved by all Parties.
11. Termination:
- a. The County may terminate participation in the WDACP upon notifying WDNR in writing thirty (30) days prior to termination.
 - b. WDNR shall terminate a County Plan of Administration if the County does not comply with all conditions of s. 29.889, Stats., s. NR 12, Wis. Adm. Code, this Plan of Administration, the Wisconsin WDACP Technical Manual, or fails to properly report costs of the program or claims.
 - c. WDNR agrees to reimburse the County for WDACP costs incurred and determined proper by DNR under this Plan of Administration prior to the effective date of termination.
 - d. That upon termination of the Agreement, the County shall reimburse APHIS-WS for all County WDACP obligations created by APHIS-WS as a result of this Agreement and not previously reimbursed, to the limits of the County WDACP budget.
 - e. In the event that the County chooses to exercise its right to overrule APHIS-WS on a particular case under the general policy provision, APHIS-WS reserves the right to withdraw administrative and/or fiscal support of that case. Either action may occur without termination of this Agreement.
12. Length of Effect: This Plan shall remain in effect until December 31, 2028, unless otherwise changed or terminated as described in Article 12 and sections 10 and 11.

(7/2019 version)

WS Agreement Number: 23-7255-0044-RA
WBS: AP.RA.RX55.72.XXXX

**ATTACHMENT C
FINANCIAL PLAN
SAWYER COUNTY**

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

Financial Point of Contact/Billing Address:

Jay Kozlowski, Zoning & Conservation Administrator
Sawyer County
10610 Main Street, Suite 49
Hayward, WI 54843
715-634-8288
Jay.kozlowski@sawyercountygov.org

Tina Stott, Budget Analyst
USDA, APHIS, Wildlife Services
732 Lois Dr.
Sun Prairie, WI 53590
(608) 837-2727
Tina.stott@usda.gov

2023 Sawyer County Crop Prices & Sources		
Sources	Price/Bushel	
Local Markets	Corn	Soybeans
Rice Lake (Lakeland/Synergy Coop):	\$5.68	\$13.45
Cameron (Synergy Coop):	\$5.58	\$13.50
Sheldon (Heartland Coop):	\$5.60	\$13.45
Almena (Synergy Coop):	\$5.58	\$13.49
Barron (Jennie-O-Turkey Store):	\$5.70	-
Waupon District Avg.:		
Rhineland District Sources		
1) WASS:		
2) NASS:	\$6.22	\$14.22
3) United Coop:		
4) Townline Feeds:		
6) Heartland Coop:		
Other Sources		
Chicago Mercantile Exchange:	\$6.24	\$14.49
Risk Management Agency Price Discovery	\$6.39	\$13.76
UW-Extension:		
Forage Market:		
Premier Livestock & Auctions:		
Ocean Spray:		
Yearly Avg.-	\$5.87	\$13.77
Current Avg.-	\$4.38	\$12.15
Current Avg. w/Current Basis Avg.-	\$4.86	\$12.78
Projected Avg. (10/1 - 11/30 Delivery)-	\$4.34	\$12.08
Contract Price-		

- Proposed county crop prices based on an average of the local markets nearest the county seat, the Waupon District average, and Rhineland District sources
- Prices are averaged from all sources; most are a yearly average, some reflect fall prices only
- WASS-(WI Agricultural Statistics Service) prices are averaged from Jan.-Aug.

Prepared by: USDA-APHIS-Wildlife Services

_____ CROP PRICE PROPOSAL
_____ COUNTY

	<u>A</u>	<u>B</u>
CROP	PRICE PROPOSED	PRICE IF DIFFERENT THAN PROPOSED
_____ -	\$ ____ / ____	\$ _____
_____ -	\$ ____ / ____	\$ _____
_____ -	\$ ____ / ____	\$ _____
_____ -	\$ ____ / ____	\$ _____
_____ -	\$ ____ / ____	\$ _____
_____ -	\$ ____ / ____	\$ _____
_____ -	\$ ____ / ____	\$ _____
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_____ -	\$ ____ / ____	\$ _____
_____ -	\$ ____ / ____	\$ _____
_____ -	\$ ____ / ____	\$ _____
_____ -	\$ ____ / ____	\$ _____
_____ -	\$ ____ / ____	\$ _____

_____ county approves the prices as proposed (column A).

_____ county approves prices different than proposed (column B). Justification for different prices:

Select One

Signature: _____

Date: _____

Title: _____

Wildlife Damage Abatement and Claims Program

Deadline for Wildlife Crop Damage Assessments Announced In _____ County

Wisconsin Administrative Code NR 12.37(b)(c) and Wisconsin State Statute 29.889 (6) (dm)
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 the following:

- Row and forage crops remaining unharvested after 90% of these crops have been harvested in the county are not eligible for wildlife damage claims.
- Overwintered row crops are not eligible for wildlife damage claims.

1. Projected or actual 90% harvest date: _____
2. First day of winter: _____

[illegible]

Justification for proposed date: _____

1. _____ County is declaring the proposed date as the last day that wildlife crop damage assessments can be requested for the current cropping year.

OR

2. If different than the proposed date, _____ County is declaring _____, 20__ as the last day that wildlife crop damage assessments can be requested for the current cropping year under Wisconsin's Wildlife Damage Abatement and Claims Program. Justification for different date:

Signature: _____

Title: _____

Date: _____

Publication of the ninety percent date is not required by rule, but it is in the best interest of the county to publish an announcement in a local paper or include it in public committee minutes so an enrollee can't make the case that they weren't notified. The county can determine how they want to set the date

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