



AGENDA
NATURAL RESOURCES COMMITTEE
REGULAR MEETING
TUESDAY, OCTOBER 5, 2021 – 8:00 AM
ADMINISTRATION CENTER - AUDITORIUM
121 W MAIN STREET, PORT WASHINGTON, WI 53074

The public can access the meeting by viewing the live stream at the link which will be opened five minutes before the call to order:

[Natural Resources Committee Live Stream](#)

*The public can submit comments here: [Public Comment Form](#)
[Public Comment Policy](#) & [Instructions for Submitting Public Comments Online](#)*

1. CALL TO ORDER

Roll Call

2. PROPER NOTICE

3. PUBLIC COMMENTS, CORRESPONDENCE, COMMUNICATIONS

4. APPROVAL OF MINUTES

a. September 2, 2021

5. DISCUSSION ITEMS

a. Strategic Quarterly Plan Update

b. 2022 Budget Recommendation Natural Resources Committee

6. UNIVERSITY EXTENSION OFFICE

a. Management/Financial/Informational Reports

1. UW-Madison Division of Extension Reports

7. REGISTER OF DEEDS/LAND INFORMATION

a. Management/Financial/Informational Reports

1. Register of Deeds Reports

8. LAND AND WATER MANAGEMENT DEPARTMENT

a. Action Items:

1. Increase of Revenue Budget Amendment from Water Resources Monitoring Group to Support Soil Health Efforts of the Clean Farm Families*

2. Intergovernmental Cooperation Agreement between Milwaukee Metropolitan Sewerage District and Ozaukee County Land & Water Management Department*

3. Request to Provide Soil Health Scholarships for Farmers to Attend the National No-tillage Conference, January 4-7th in Louisville, Ky.*

b. Discussion Items:

1. 2022 Clean Sweep*

c. Management/Financial/Informational Reports

1. Land & Water Management Reports*

9. PLANNING AND PARKS DEPARTMENT

a. Action Items:

1. Submittal and Acceptance of a Wisconsin Coastal Management Program Grant for Groundwater Investigation and Stormwater Wetland Improvements at Virmond County Park
2. Contract for Professional Services for Design and Engineering for Fish Passage Impediment Remediation Projects

b. Discussion Items:

1. Update on Planning and Parks Department Capital Projects and Ecological Division Projects
2. Ozaukee Interurban Trail Damage and Repairs from Union Pacific Railroad Train Derailment
3. Vandalism at the County Parks
4. Pickleball / Tennis Courts at Virmond and Waubedonia County Parks
5. Designation of the Wisconsin Shipwreck Coast National Marine Sanctuary in Ozaukee County

c. Management/Financial/Informational Reports

1. Planning & Parks Reports

10. NEXT MEETING DATE

Thursday, November 4, 2021

11. ADJOURNMENT

* FSA Representative Item

A quorum of members of committees or the full County Board of Ozaukee County may be in attendance at this meeting for purposes related to committee or board duties, however, no formal action will be taken by these committees or the board at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the County Clerk's Office at 262-284-8110, twenty-four (24) hours in advance of the meeting.

Natural Resources Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	October 5, 2021
DEPARTMENT:	County Clerk
DIRECTOR:	Julie Winkelhorst
PREPARER:	Julie Winkelhorst

Agenda Summary September 2, 2021

[<https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/ 09022021-2961>](https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/09022021-2961)

Natural Resources Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	October 5, 2021
DEPARTMENT:	Administrator
DIRECTOR:	Jason Dzwinel
PREPARER:	Julie Winkelhorst

Agenda Summary Strategic Quarterly Plan Update

Section III. - Enhance our Quality of Life Assets

[<https://stories.opengov.com/ozaukeecountywi/published/F0nMUKCai>](https://stories.opengov.com/ozaukeecountywi/published/F0nMUKCai)

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: October 5, 2021
DEPARTMENT: Administrator
DIRECTOR: Jason Dzwinel
PREPARER: Julie Winkelhorst

Agenda Summary 2022 Budget Recommendation Natural Resources Committee

UW Extension

[<https://stories.opengov.com/ozaukeecountywi/published/cKLILx6bF>](https://stories.opengov.com/ozaukeecountywi/published/cKLILx6bF)

Register of Deeds

[<https://stories.opengov.com/ozaukeecountywi/published/EremNSNHB>](https://stories.opengov.com/ozaukeecountywi/published/EremNSNHB)

Land Information

[<https://stories.opengov.com/ozaukeecountywi/published/JwddRTCH4>](https://stories.opengov.com/ozaukeecountywi/published/JwddRTCH4)

Land and Water Management

[<https://stories.opengov.com/ozaukeecountywi/published/K6JvsoEsd>](https://stories.opengov.com/ozaukeecountywi/published/K6JvsoEsd)

Parks

[<https://stories.opengov.com/ozaukeecountywi/published/v-cOzzLz5>](https://stories.opengov.com/ozaukeecountywi/published/v-cOzzLz5)

Golf

[<https://stories.opengov.com/ozaukeecountywi/published/k8wEHltC_>](https://stories.opengov.com/ozaukeecountywi/published/k8wEHltC_)

Natural Resources Committee**AGENDA INFORMATION SHEET**

AGENDA DATE: October 5, 2021
DEPARTMENT: UW Extension
DIRECTOR: Cindy Sarkady
PREPARER: Claudia Breitengross

Agenda Summary UW-Madison Division of Extension Reports

ATTACHMENTS:

- September 2021 Report (PDF)
- Extension Financials September 2021 (PDF)



September 2021 Report

4-H Youth Development

Jayna Hintz, 4-H Program Educator

4-H Program Highlights

- Hosted a virtual 4-H Open House, promoted through the schools, for Ozaukee County youth and their parents/guardians, where participants experienced and learned about experiential learning, 4-H Projects, Clubs, and activities, and how to enroll in the Ozaukee County 4-H Program.
- Ongoing support for youth interested in the visual arts, where they learn how to prepare a portfolio, critique their own and other's artwork, investigate the arts in their community and explore future career paths within the visual arts.
- Two open house events for youth and adults, where participants met current 4-H members and leaders, learned about 4-H clubs, projects, and programs, and how to enroll in 4-H. The goal was to spark interest and encourage new enrollment in the Ozaukee County 4-H program.
- Planning and development of part one of the Annual Leaders Training for youth and adult leaders where they will learn the importance of involving youth voice in decision making, gain strategies for building trust and respect between youth and adults, and increase their ability to create an inclusive environment where youth and adults can express their ideas and concerns. The goal of this effort is to increase the quality of youth-adult partnerships within the 4-H program.

Agriculture

Stephanie Plaster, Agriculture Educator

Agriculture Highlights

- A meeting with a beginning farm family, where enterprise options were discussed based on their goals and resources available. This effort is designed to explore what the family, land and facilities could accommodate across various financial, risk, and management levels.
- A worksheet for farmers and agribusiness professionals where they learned about SWOT analysis and strategy identification. This effort was designed to encourage farmers to identify their strengths, weaknesses, opportunities, and threats in order to identify strategies to improve farm viability and decrease stress.
- Development of a series of worksheets on strategy identification and development. The goal of this effort is to help farmers identify one issue to focus on, so that they can improve decision-making, take action and gain a sense of control.
- Development of financial planning curriculum for farmers and agribusiness professionals. This effort was designed to increase financial decision-making capacity and reduce stress levels.



September 2021 Report

Community Development

Karina Ward, Community Development Educator

Community Development Highlights

- A series of consulting sessions with a local leader focusing on identifying partnerships, leading during challenging times, and sources of financial support. The goal of this effort is to increase the capacity of the leader and organization, the number of people served, and the overall impact of the organization.
- Development of a Story Map about racially restrictive covenants in Ozaukee County as an educational and outreach tool in partnership with Bridge the Divide. The intent of this effort is to share this important and difficult history in an engaging format with residents in the impacted neighborhoods, Ozaukee County, and other communities, ultimately inspiring individuals to increase their racial literacy and take action towards change.
- Development of “Find Your Why” and action planning curriculum for the Nonprofit Peer Learning Program. This effort is designed for nonprofit leaders to develop skills to support their organization and build relationships that improve the capacity of local nonprofits to address complex community issues.
- Intentional relationship building at events hosted by the W.J. Niederkorn Library and Bridge the Divide. This effort is identified as a priority for 2021-2022 with a goal of deepening existing relationships in Cedarburg and building new relationships in Port Washington for the eventual creation of an advisory committee for DEI efforts.



September 2021 Report

What's Next/Upcoming Events

- **October 3-9, 2021**
 - National 4-H Week, Area Library Displays
- **October 12, 26, 2021**
 - [4-H Harbinger](#) newsletter published
- **October 12, 2021**
 - [4-H Adult VIP Training](#), Virtual, 6:00 pm.
- **October 15-16, 22-23, 29-30, 2021**
 - 4-H at The Haunt at the Village
- **October 21, 2021**
 - Ozaukee County 4-H Leaders Association Board Meeting, Fairgrounds, Pavilion, 6:00pm.
- **October 27, 2021**
 - [4-H Conversation Corner](#), Virtual, 7:00 pm., Topic: Project Leader Planning Tips & Resources
- **October 28, 2021**
 - [Ozaukee Master Gardeners General Meeting](#), Virtual, 7:00pm.



Extension

UNIVERSITY OF WISCONSIN-MADISON
OZAUKEE COUNTY

6.a.1.a

September 2021 Report

In Other News

- **Mental Health First Aid Training Dates (Quarter 4 2021):** UW-Madison Division of Extension announces additional Mental Health First Aid Training Dates for the fourth quarter of 2021. Several online classes being offered from October – December 2021! If you want to learn more..... Mental Health First Aid teaches you how to identify, understand, and respond to signs of mental illness and substance use disorders. Class size is limited so register early. Visit website to more information, details, registration info and more: <https://wirose.wisc.edu/mental-health-first-aid/>.

We teach, learn, lead and serve, connecting people with the University of Wisconsin, and engaging with them in transforming lives and communities.

UW-Madison Division of
Extension Ozaukee County
Office

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Port Washington, WI
53074

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711 Wisconsin Relay

ozaukee.extension.wisc.edu/



Cindy Sarkady
Area Extension Director



Jayna Hintz
4-H Program Educator



Karina Ward
*Community Development
Educator*



Stephanie Plaster
Agriculture Educator

Claudia Breitengross: *Support Staff*



Extension

UNIVERSITY OF WISCONSIN-MADISON
OZAUKEE COUNTY

Attachment: September 2021 Report (UW-Madison Division of Extension Ozaukee County Written & Financial Reports)

Ozaukee County Committee Report

General Fund University of Wisconsin Extension

For the Eight Months Ending Tuesday, August 31, 2021

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2021 YTD Actual	2021 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	-	\$1,945	\$3,890	\$1,945	50.00%
Public Charges for Services	\$130	\$4,780	\$7,980	\$3,200	59.90%
Total Revenues	\$130	\$6,725	\$11,870	\$5,145	56.66%
Expenditures					
Salaries	\$5,038	\$40,385	\$65,167	\$24,782	61.97%
Fringe Benefits	\$725	\$5,815	\$9,755	\$3,940	59.61%
Travel/Training	\$75	\$1,862	\$14,788	\$12,926	12.59%
Supplies	\$99	\$2,875	\$17,940	\$15,065	16.03%
Purchased Services	\$76	\$48,542	\$106,871	\$58,329	45.42%
Interdepartment Charges	\$1,526	\$13,428	\$21,659	\$8,231	62.00%
Other Expenses	-	\$43	\$743	\$700	5.79%
Total Operating Expenditures	\$7,539	\$112,950	\$236,923	\$123,973	47.67%
Capital Outlay					
Total Expenditures	\$7,539	\$112,950	\$236,923	\$123,973	47.67%
Net Increase (Decrease)	(\$7,409)	(\$106,225)	(\$225,053)	(\$118,828)	47.20%

Equity:

Natural Resources Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	October 5, 2021
DEPARTMENT:	Register of Deeds
DIRECTOR:	Ron Voigt
PREPARER:	Ron Voigt

Agenda Summary Register of Deeds Reports

ATTACHMENTS:

- 2021 October Department Report (PDF)
- 2021 October GIS Update (PDF)
- Register of Deeds - Financials (PDF)
- Land Information - Financials (PDF)



Register of Deeds Land Information

October 2021 Department Report

Register of Deeds Office: We recorded 1763 documents in August down from 1914 in July and compared to 1962 the year before. So far this year we recorded 15,257 compared to 11,898 last year. This August we made a profit of \$81,670 and for the year \$576,039 which is 125.68% of Budget through August.

Land Information Office: See separate page.

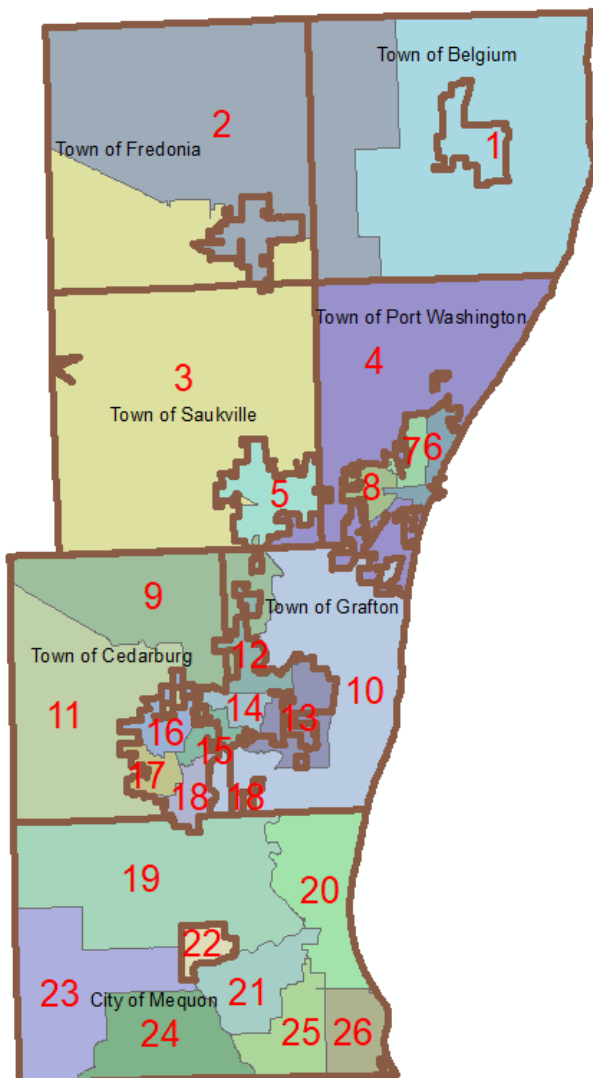
GIS Update

Ozaukee County Land Information Office –
September 2021

The land information office continues to provide accurate and up-to-date geospatial data and land records for Ozaukee County.

Redistricting

The Land Information office is in the process of Redistricting. There are various proposed plans for the new Supervisory Districts. We are working with the municipalities to create a plan that all can agree on.



Updating Municipal Zoning

Our office has had requests to assist in updating a few municipalities with their zoning maps. These large-scale maps have been provided for their office use, along with .pdf versions for the GIS websites.



Attachment: 2021 October GIS Update (Register of Deeds/Land Info Monthly Department Report)

Ozaukee County Committee Report

General Fund Register of Deeds

For the Eight Months Ending Tuesday, August 31, 2021

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2021 YTD Actual	2021 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Public Charges for Services	\$106,902	\$826,233	\$832,000	\$5,767	99.31%
Total Revenues	\$106,902	\$826,233	\$832,000	\$5,767	99.31%
Expenditures					
Salaries	\$15,490	\$121,624	\$162,426	\$40,802	74.88%
Fringe Benefits	\$6,365	\$55,038	\$70,047	\$15,009	78.57%
Travel/Training	\$140	\$190	\$2,400	\$2,210	7.92%
Supplies	\$35	\$601	\$1,125	\$524	53.42%
Purchased Services	\$433	\$49,762	\$100,700	\$50,938	49.42%
Interdepartment Charges	\$2,769	\$22,979	\$36,952	\$13,973	62.19%
Total Operating Expenditures	\$25,232	\$250,194	\$373,650	\$123,456	66.96%
Capital Outlay					
Total Expenditures	\$25,232	\$250,194	\$373,650	\$123,456	66.96%
Net Increase (Decrease)	\$81,670	\$576,039	\$458,350	(\$117,689)	125.68%

Equity:

Attachment: Register of Deeds - Financials (Register of Deeds/Land Info Monthly Department Report)

Ozaukee County Committee Report

Special Revenue Fund Land Information

For the Eight Months Ending Tuesday, August 31, 2021

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2021 YTD Actual	2021 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Taxes	\$2,394	\$19,148	\$28,722	\$9,574	66.67%
Intergovernmental Revenues	-	\$71,000	\$71,000	-	100.00%
Public Charges for Services	\$14,024	\$122,823	\$128,500	\$5,677	95.58%
Total Revenues	\$16,418	\$212,971	\$228,222	\$15,251	93.32%
Expenditures					
Salaries	\$9,874	\$79,149	\$127,699	\$48,550	61.98%
Fringe Benefits	\$3,967	\$34,429	\$46,825	\$12,396	73.53%
Travel/Training	-	\$1,790	\$8,000	\$6,210	22.38%
Supplies	\$463	\$11,863	\$15,400	\$3,537	77.03%
Purchased Services	\$342	\$10,882	\$25,000	\$14,118	43.53%
Interdepartment Charges	\$372	\$3,458	\$4,761	\$1,303	72.63%
Other Expenses	-	\$537	\$537	-	100.00%
Total Operating Expenditures	\$15,018	\$142,108	\$228,222	\$86,114	62.27%
Capital Outlay					
Total Expenditures	\$15,018	\$142,108	\$228,222	\$86,114	62.27%
Net Increase (Decrease)	\$1,400	\$70,863	-	(\$70,863)	0.00%
Equity:					
Governmental Fund Balance	-	\$137,917	-	(\$137,917)	0.00%

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: October 5, 2021
DEPARTMENT: Land and Water Management
DIRECTOR: Andy Holschbach
PREPARER: Andy Holschbach

Agenda Summary Increase of Revenue Budget Amendment from Water Resources Monitoring Group to Support Soil Health Efforts of the Clean Farm Families*

BACKGROUND INFORMATION: The Water Resources Management Group is providing the Clean Farm Families \$17,400 included as part of a USDA Conservation Innovation Grant which they were awarded. The main objective of the Conservation Innovation Grant is to document improvements in water quality and physical and chemical changes in the soil over-time when the soil health principles are applied.

These funds also serve as part of the 1:1 match required by the State Producer-Led Watershed Protection Grant which awarded \$30,000 in 2021.

ANALYSIS: These funds will be used to support field days, soil health workshops, demonstration plots, and provide conservation practice incentives to promote soil health. Ozaukee County serves as the collaborator for the Clean Farm Families and manages the grants and budget.

FISCAL IMPACT: \$17,400

FUNDING SOURCE: Water Resources Management Group

County Levy: \$0

Non-County Levy: \$17,400

Indicate source: Water Resources Management Group

RECOMMENDED MOTION: Approval of Increase of Revenue Budget Amendment to reflect the \$17,400 provided from Water Resources Management Group.

ATTACHMENTS:

- CFF Water Resources Management Group (PDF)



Budget Amendment Request Committee Approval Form

8.a.1.a

TO: **Finance Committee**FROM: **Land & Water Management**

Department Name

Date of Request: **October 5, 2021**

Resolution No: _____

Period Transfer Recorded: _____

Type of Budget Amendment (check one)

Increase of Revenue: **X**

Fund Transfer: _____

Supplemental Appropriations: _____

Debit / Expense

Credit / Revenue

Acct # **117-2-01-58180-008** \$ **17,400**

Pre-request Account's Budget | Changed To

Cost Ctr & A/C Desc **WRMG - Clean Farm Families**

Acct # \$ -

Pre-request Account's Budget | Changed To

Cost Ctr & A/C Desc

Acct # \$ -

Pre-request Account's Budget | Changed To

Cost Ctr & A/C Desc

Acct # \$ -

Pre-request Account's Budget | Changed To

Cost Ctr & A/C Desc

Acct # \$ -

Pre-request Account's Budget | Changed To

Cost Ctr & A/C Desc

Acct # \$ -

Pre-request Account's Budget | Changed To

Cost Ctr & A/C Desc

Acct # \$ -

Pre-request Account's Budget | Changed To

Cost Ctr & A/C Desc

Total Debits: 17,400

A/C # **117-2-01-49302-008** \$ **17,400**

Pre-request Account's Budget | Changed To

Cost Ctr & A/C Desc **WRMG Clean Farm Families**

A/C # \$ -

Pre-request Account's Budget | Changed To

Cost Ctr & A/C Desc

A/C # \$ -

Pre-request Account's Budget | Changed To

Cost Ctr & A/C Desc

A/C # \$ -

Pre-request Account's Budget | Changed To

Cost Ctr & A/C Desc

A/C # \$ -

Pre-request Account's Budget | Changed To

Cost Ctr & A/C Desc

A/C # \$ -

Pre-request Account's Budget | Changed To

Cost Ctr & A/C Desc

A/C # \$ -

Pre-request Account's Budget | Changed To

Cost Ctr & A/C Desc

Total Credits: 17,400

Reason for Request (Be Specific). Also fill out Support Document for County Board.

This increase of revenue is from the Water Resources Monitoring Group which is providing Conservation Innovation Grant Funds to the Clean Farm Families to support conservation incentive payments, soil health field days and research plots.

Donald Korinek

Department Head Signature

TYPE IN Oversight Committee Chairperson's Name

Oversight Committee Members**Finance Committee Members**

Date of Meeting

Date of Meeting

Date Amended: _____

Budget Amended By: _____

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: October 5, 2021
DEPARTMENT: Land and Water Management
DIRECTOR: Andy Holschbach
PREPARER: Andy Holschbach

Agenda Summary Intergovernmental Cooperation Agreement between Milwaukee Metropolitan Sewerage District and Ozaukee County Land & Water Management Department*

BACKGROUND INFORMATION: The Intergovernmental Cooperation Agreement reflects the responsibilities and tasks associated with the USDA Regional Conservation Partnership Program Grant received by the Milwaukee Metropolitan Sewerage District (MMSD). MMSD is the grant recipient and grant administrator. The USDA Natural Resources Conservation Service awarded \$7.5 million for the program to compliment the \$11.25 million from contributing partners. Ozaukee County is one of 13 contributing partners of the Milwaukee River Watershed Conservation Partnership, contributing \$375,000 over the life of the project; includes in-kind staff time and cost-sharing funds received through the DATCP Soil and Water Resource Management Program. This agreement is through December 14, 2026.

ANALYSIS: The Land & Water Management Department will be working closely with the agricultural community in the Milwaukee River watershed project area to provide technical and educational assistance. Goal is to permanently protect 20 farms, over 1,500 acres via easements to protect floodplain storage and strengthen agricultural viability in landscapes under development pressure, utilize innovative grass-based practices to reduce phosphorus; overall phosphorus reduction goal is 20,000 lbs. across 1,500 acres, plus additional goals as described in agreements.

FISCAL IMPACT: This agreement provides \$20,000 annually for 5 years (a total of \$100,000) to reimburse Ozaukee County for technical and educational assistance provided by Land & Water Management staff. Ozaukee County is contributing \$375,000 over the life of the project (In-kind staff time and DATCP cost-sharing)

FUNDING SOURCE:

County Levy: \$0

Non-County Levy: \$20,000 annually over 5 years Indicate source: MMSD

RECOMMENDED MOTION: Approval of Intergovernmental Cooperation Agreement between Milwaukee Metropolitan Sewerage District and Ozaukee County Land & Water Management Department

ATTACHMENTS:

- ICA NRCS TA-E Funds - Ozaukee County_MMSD-FINAL (PDF)

Intergovernmental Cooperation Agreement
between the
Milwaukee Metropolitan Sewerage District
and
Ozaukee County, Land and Water Management Department
for
Milwaukee River Watershed Regional Conservation Partnership Program
Technical Assistance – Enhancement Activities

1. Parties

This Intergovernmental Cooperation Agreement (Agreement) is between the Milwaukee Metropolitan Sewerage District (District), acting through its Executive Director, and the Ozaukee County Land and Water Management Department (Ozaukee County), acting through its County Natural Resources Committee Chairperson.

2. Purpose

The purpose of this Agreement is to establish efforts between the District and Ozaukee County to coordinate activities to implement outreach and education activities for the Milwaukee River Watershed Regional Conservation Partnership Program (Program), as necessary to leverage assistance from the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS). The Program includes NRCS funding for outreach and education activities for work performed in the areas depicted on Exhibit A, attached hereto and incorporated herein by reference.

3. Basis for this Agreement

- A. WHEREAS the Milwaukee River watershed includes areas within both the District and Ozaukee County; and
- B. WHEREAS the District and Ozaukee County want to reduce flood risks and improve water quality, soil health, and habitat for fish and wildlife; and
- C. WHEREAS the implementation of conservation practices on agricultural land supports the goals identified in Sec. 3 herein; and
- D. WHEREAS financial assistance for outreach and education activities are needed to support the Program, implement conservation practices, and meet the outcomes and metrics of the Program, as described by the NRCS in the Program as Technical Assistance – Enhancement (TA-E); and
- E. WHEREAS Ozaukee County has expertise regarding local agricultural producers and landowners for providing outreach and education activities to support the Program; and

- F. WHEREAS the District has certain expertise in planning and facilitating watershed scaled programs and partnerships; and
- G. WHEREAS the District and NRCS have executed Program Supplemental Agreement Number 1845-A-0161, effective July 1, 2021, and attached hereto and incorporated herein by reference and marked as Exhibit B, to make NRCS funds available for reimbursing Ozaukee County for their TA-E efforts; therefore the NRCS will pay the District, and the District will use those funds to reimburse costs incurred by Ozaukee County up to \$20,000 per year over five-years (a total \$100,000); and
- H. Coordinated efforts will provide better results than could be achieved by the District or the County acting separately.

4. Effective Dates

This Agreement becomes effective on its execution by both parties and terminates on December 14, 2026. Either party may terminate its participation in this Agreement, according to sec. 13.

5. District Responsibilities

The District will:

- A. Provide up to \$20,000 per year for five years (\$100,000 in total) to Ozaukee County for TA-E activities to promote conservation practices and the Program; and
- B. Provide payment within 30 days after receipt and approval of an invoice from Ozaukee County to the District for TA-E eligible activities performed under this Agreement; and
- C. Provide sweat equity in the form of consulting services and support as needed.

6. Ozaukee County Responsibilities

Ozaukee County will:

- A. Provide TA-E services as outlined in Attachment 1 of the Supplemental Agreement (attached); and
- B. Notify the District of any significant deviations from Attachment 1 of the Supplemental Agreement; and
- C. Submit an invoice of TA-E activities to the District every six months. To expedite the payment of invoices under this Agreement, all invoices shall be sent through the District's E-Builder software; and
- D. Provide detailed reports describing activities and accomplishments. These reports will cover six-month periods and include:

1. RCPP Tracking Sheet – the hours, rates, and total reimbursement request listed on the Tracking Sheet must match information on the invoice.
 2. A description of the TA-E activities, including but not limited to:
 - a. Outreach events, including dates, locations, and photographs.
 - b. Copies of educational or outreach materials, links to social media.
 - c. Examples of monitoring, inventories, and modeling.
 - d. Examples of on-site farm visits, new and historically underserved producers.
 - e. The type, size, and location of individual conservation practices installed.
- E. Maintain backup data for each invoice, including personnel name, date, salary records, eligible tasks completed, timesheets, and other documentation needed.

7. Access

Any right of access necessary for the project, including but not limited to Rights of Entry, Temporary or Permanent Access Easements, Temporary Construction Easements, and Licenses, shall be granted by the issuing party to the recipient or its contractor without cost. All permanent easements necessary for the project shall be granted without cost, executed at the time of signing of this Agreement, and provided to the District to hold in escrow until such time as District determines all District obligations under this Agreement have been completed.

8. Notices

A. For the District, the contact person is:

Kristin Schultheis, Project Manager
 Milwaukee Metropolitan Sewerage District
 260 West Seeboth Street
 Milwaukee, Wisconsin 53204-1446
 (414) 225-22276
kschultheis@mmsd.com

B. For Ozaukee County, the contact person is:

Andy Holschbach, Director
 Ozaukee County Land and Water Management Department
 121 W. Main St.
 Port Washington, WI 53074
 (262) 284-8313
aholschbach@co.ozaukee.wi.us

9. Modifying this Agreement

The parties may modify this Agreement only by a written amendment signed by both Parties.

10. Severability

If a court finds any part of this Agreement unenforceable, then the remainder of this Agreement continues in effect.

11. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

12. Conflicts of Interest

No officer, employee, or agent of the District or Ozaukee County who has any responsibility for implementing this Agreement may have any interest in:

- A. any consultant, contractor, or vendor providing services to a producer or landowner receiving funding under this Agreement; or
- B. any land benefitting from funding under this Agreement.

13. Termination

Either party may terminate this Agreement at any time. To terminate this Agreement, a party will provide written notice to the other party. This notice will indicate the effective date of termination and the reasons for termination. The District will reimburse County for all work completed up to the time of termination.

14. Independence of the Parties

This Agreement does not create a partnership. Neither party may enter into contracts on behalf of the other party.

15. Authority of Signatories

Each person signing this agreement certifies that the person is properly authorized by the Party's governing body to execute this Agreement.

16. Indemnification

The District and the County will be liable for their own negligent acts, errors, and omissions to the extent required by law.

17. Funding

Each Party is responsible for funding its obligations as described herein. If the County or the District is unable to fund its obligations under this Agreement, the parties shall meet and confer

to determine whether to suspend, modify, or terminate this Agreement. In consideration for the services to be performed and cost associated with the tasks described herein, the County work described herein will be in an amount not to exceed \$100,000, according to the terms set out in paragraphs 5 and 6 herein.

18. Insurance

The District shall be named as an additional insured on policies specific to this project, if any.

Signatures on Next Page

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

OZAUKEE COUNTY

By: _____
Kevin L. Shafer, P.E.
Executive Director

By: _____
Donald Korinek
Natural Resources Committee Chairperson

Date: _____

Date: _____

Approved as to form

Attorney for the District

Approved as to form

Attorney for Ozaukee County

Attachment: ICA NRCS TA-E Funds - Ozaukee County_MMSD-FINAL (Intergovernmental Cooperation Agreement - LWM)

Exhibit A Project Area – Map

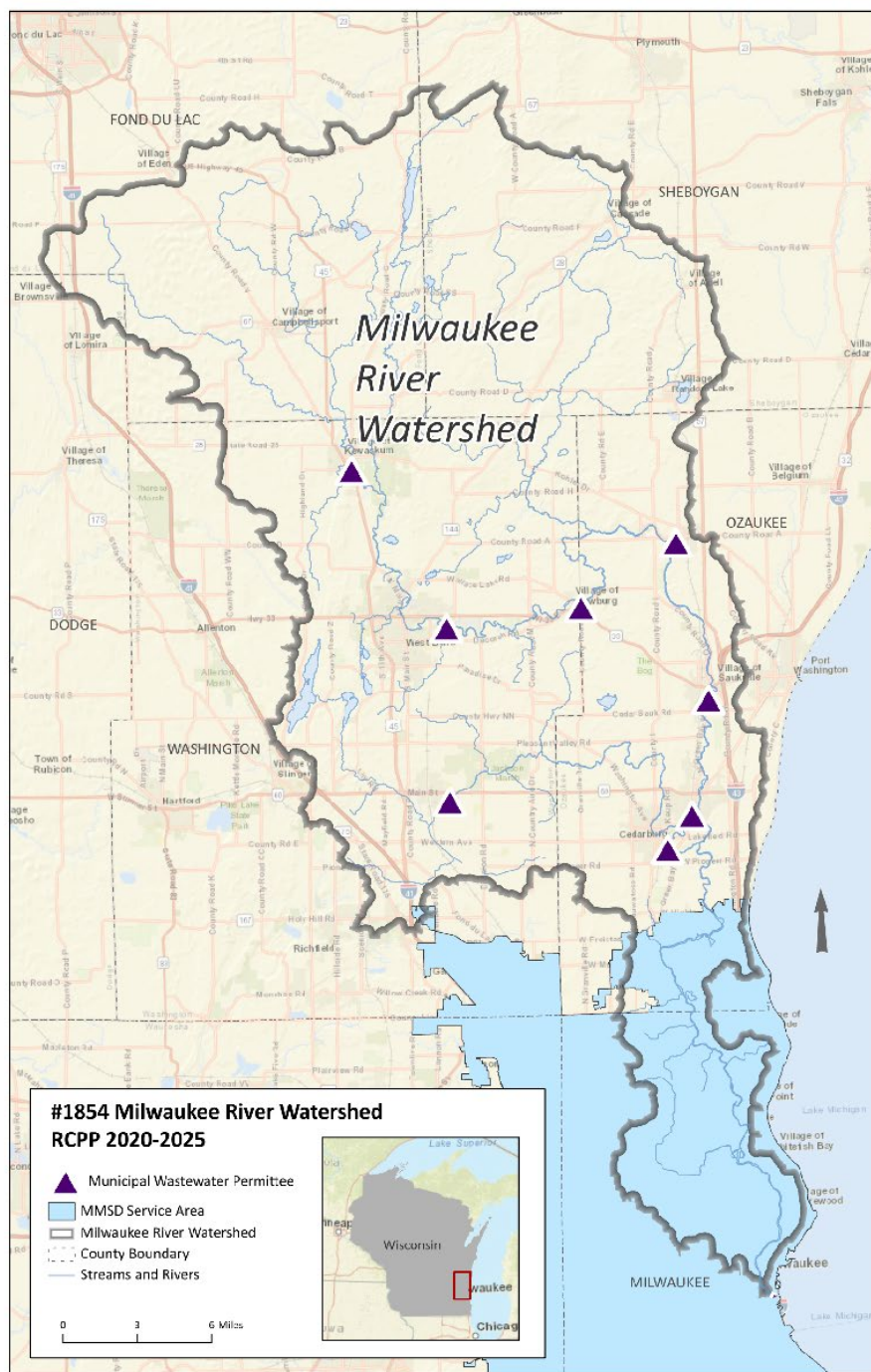


Exhibit B
Milwaukee River Watershed Regional Conservation Partnership Program
Supplemental Agreement

Attachment: ICA NRCS TA-E Funds - Ozaukee County_MMSD-FINAL (Intergovernmental Cooperation Agreement - LWM)

Supplemental Agreement

For

Technical Assistance and Related Activities Entered Into By

USDA Natural Resources Conservation Service

And

Milwaukee Metropolitan Sewerage District

In Support of RCPP Project Milwaukee River Watershed Conservation Partnership

Introduction:

This Supplemental Agreement (SA) documents the terms and conditions of a relationship between the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS), henceforth “NRCS”, and the Milwaukee Metropolitan Sewerage District, henceforth “Awardee”. Collectively, NRCS and Awardee are referred to as “Parties”. Under the terms of this SA, Awardee shall provide technical assistance or related services as described in this agreement to support Supplemental-1854-A-0161, Milwaukee River Watershed Conservation Partnership.

I. Authority

This SA is entered into in accordance with RCPP and related authorities including:

- Subtitle I of Title XII of the Food Security Act of 1985 as amended by the Agriculture Improvement Act of 2018 (2018 Farm Bill; P.L 115-334) (16 U.S.C. 3871 et seq.)
- The Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.)
- 7 CFR Part 1464
- Announcement of Program Funding Number

II. Background

RCPP is a voluntary conservation program which provides NRCS authority to collaborate with an eligible lead partner to develop a Programmatic Partnership Agreement (PPA) to address one or more resource concern categories in a project area. PPAs document both anticipated RCPP-funded financial and technical assistance activities, as well as partner funded activities (contributions). NRCS administers RCPP-funded activities through a combination of RCPP program contracts with producers, agreements with eligible partners, and NRCS- provided technical assistance.

Generally, RCPP funding is provided to help farmers, ranchers, and other landowners to address natural resource concerns on the Nation's private and nonfederal land. Where NRCS cannot deliver its RCPP assistance to producers solely through program contracts between NRCS and eligible producers, NRCS may use supplemental agreements with an eligible partner to further project objectives consistent with RCPP requirements.

Awardee is an eligible MW-Municipal water or wastewater treatment entity and, based on negotiations documented in Attachment 1 to this SA, agrees to provide services as described in this SA.

III. Purpose

The purpose of this SA is to establish the terms and conditions under which Awardee will provide services to support the RCPP project Supplemental-1854-A-0161 Milwaukee River Watershed Conservation Partnership under which this SA is executed.

Specifically, Awardee agrees to implement one of the three activity types below, as documented in Attachment 1, per terms of this SA:

- Technical Assistance, Implementation
- Technical Assistance, Enhancement
- Easement Acquisition Services (Financial Assistance)

NRCS funding made available through this SA must support RCPP-funded FA applications or contracts or, in the case of enhancement TA, RCPP program management costs.

IV. Responsibilities of the Parties

A. NRCS will:

1. Establish standards and expectations for all RCPP program activities and support this SA by making practice and activity standards and templates available.
2. Fulfill responsibilities under this SA in a manner consistent with the RCPP project in compliance with applicable RCPP requirements.
3. Reserves authority for determining eligibility, technical adequacy, and documentation required of Awardee to demonstrate completion and payment eligibility for eligible activities under this SA.
4. Make available funds up to the amount as described in Attachment 1 of this SA.
5. Provide payment for eligible activities upon NRCS acceptance of Awardee documentation of completed work or acceptable request for advance reimbursement (see Attachment 2).
6. Support reasonable modifications as needed to facilitate delivery of assistance under the terms of this SA where NRCS determines that modifications will support Project Agreement scope, meet RCPP Project purposes, and consistent with RCPP requirements.

B. Milwaukee Metropolitan Sewerage District will:

1. Deliver all assistance in accordance with Schedule 1.
2. Acknowledge that NRCS retains final authority with respect to determining the eligibility and acceptability of all activities, and payment methods supporting their completion.
3. Notify NRCS of any anticipated delay in delivery of scheduled items no later than three months from their scheduled delivery dates. When factors beyond Awardee's control prevent delivery of scheduled items, Awardee may propose scheduling or other modifications. However, Awardee acknowledges that NRCS retains sole authority to determine if such modifications will be allowed.
4. Acknowledge and accept that NRCS payments for scheduled deliverables are limited to amounts on a unit and item basis, and as such NRCS shall not pay on any basis other than what is documented in this SA based on approved valuation methods.
5. Make timely request for re-imbursement for all completed or partially completed deliverables, as specified by NRCS (See Attachment 2).
6. Acknowledge NRCS assistance in public relations or communications materials or events related to RCPP project activities. To the extent possible, provide draft copies of such information to the relevant NRCS State office for review and comment before public release.
7. Have responsibility, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between Awardee and third parties to carry out eligible activities under this SA.

C. It is mutually agreed upon by the Parties that:

1. The RCPP Portal (also known as the Partner Portal) or successor software platform may be used to identify SA deliverables and payment methods. Parties agree to use this platform, and to collaborate there to document SA progress and payments as specified in Attachment 2.
2. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to person or property resulting in any manner from the conduct of its own operations, and the operations of its agency or employees under this agreement, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, of itself, its own agency or its own employees, while occupying or visiting the projects under and pursuant to this agreement. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
3. Funds obligated via this SA shall generally remain available for work completed during the term of the SA as executed; additionally, the term of the SA shall not exceed the life of the PPA by more than 3 years, unless a longer SA term is determined necessary by NRCS. Terms of the SA may be amended only in accordance with the terms of this part and Part VII below.
4. Adhere to the privacy requirements associated with federal laws including 16 USC 3844(b), 7 USC 8791, and the Privacy Act (5 U.S.C. 552a;) with respect to any information received from NRCS, partners, producers or others in relation to this project agreement. Project specific details, including needed information sharing, are further addressed in Attachment 3.

5. NRCS authority to implement or support project activities is also subject to statutory and regulatory requirements, Executive Orders, and other legal requirements, including but not limited to the Food Security Act of 1985, as amended, and associated regulations; the National Environmental Policy Act (NEPA) and associated environmental laws; and Office of Management and Budget (OMB) Circulars, and related requirements. Where such requirements necessitate adjustments to the terms and conditions of this SA, the Parties will either agree to such adjustments or NRCS will terminate this SA.

V. Deliverables

SA deliverables, including valuation methods are negotiated, and attached hereto as Attachment 1. Any failure to deliver according to agreed-to Attachment 1, provide required documentation, or satisfy NRCS technical standards shall be considered basis for denial of request for payment, unless changes are approved by NRCS in accordance with Part VIII below.

VI. Technical and Administrative Contacts

Technical and/legal representatives of this SA at the time of award shall be those identified in NRCS agency software (e.g. RCPP Portal), and any revisions shall be managed according to policies set by NRCS. Changes to Awardee contact(s) shall require either notice from duly authorized partner representative to NRCS through either 1) updates in Agency/Departmental approved software, or 2) written letter.

VII. Duration

This SA takes effect the date of the final signature and shall end at the end of the month 12 months after the last scheduled practice or activity in this agreement. This SA may be extended by mutual agreement, if determined necessary by NRCS. Start Date: 07-01-21 - Expiration Date: 1/31/2027

VIII. Project Changes: Minor Changes and Modifications

Either party may request changes to this SA during its term.

The Parties acknowledge that minor changes in the project schedule may be necessary; where such issues are limited to accelerated implementation of out-year practices or activities, or implementation delays not greater than 12-months (and not occurring during the final year of the SA), such deviations may be noted in project management files, and updates to the schedule of operations may not be required unless determined necessary by NRCS or requested by the participating partner.

Where lengthier delays or other substantive changes are considered, formal modification processes must be followed. In a modification, the parties, through mutual written agreement may change terms of this SA to effect substantive changes, including but not limited to rescheduling of delayed items; changes to the extent, unit cost, or valuation methods; or other negotiated aspects of deliverables as documented in an updated Attachment 1. NRCS will only approve modifications if it determines that the changes are consistent with the RCPP requirements, meet project purposes (including the basis for project selection), are within project parameters, and are in the best interests of the Government.

XI. Termination

1. Awardee may request that NRCS terminate the SA, provided the request for termination is in writing, and includes the reasons for termination.
2. NRCS may terminate this SA agreement if—

- a. Justified by the reasons provided by the Awardee;
 - b. NRCS determines that a modification of the SA agreement is necessary to comply with applicable law and the Awardee does not concur with such modification; or
 - c. The Awardee fails to correct noncompliance with term(s) of the SA.
3. A termination may be justified by circumstances beyond the Awardees' control that prevents completion of one or more provisions of the SA, such as a natural disaster or other circumstances in which NRCS may determine that termination is in the public interest.
4. If this SA is terminated, the Awardee forfeits all rights to any remaining payment under this SA.
5. Effect on other agreements. Termination of this SA will not affect the validity of the PPA, any other SA, or program contract entered into with a producer under this project, unless NRCS determines that termination of this SA negates the validity of the PPA, or unequivocally compromises the agency ability to deliver FA under the PPA.
6. Refund. If NRCS terminates this SA due to noncompliance with its terms or conditions, the Awardee will also refund all or part of any payments received by the Awardee, plus interest.

X. Attachments

RCPP Partnership Agreement Specific Forms:

Attachment 1: Schedule, Payment Methods, and Technical Details

Attachment 2: Payment Eligibility and Process

Attachment 3: Privacy and Confidentiality

Attachment 4: General Terms and Conditions

Attachment 5: Additional Terms and Conditions

XI. Signatures:

A. Awardee (Sign First)

By signature below signatory certifies that 1) the Awardee is an eligible partner entity as defined in the RCPP statute, and 2) s/he has legal authority to enter into this agreement on behalf of the Participating Partner:

Kevin Shafer	Executive Director
 e-Signed by Kevin Shafer For, if applicable: On 06-29-21	06-29-21
Signature	Date

B. NRCS (Sign Last)

By signature below signatory certifies project agreement has been reviewed and approved by the State Conservationist or Designee, and that all attachments hereto are an accurate record or approved negotiated RCPP project agreement as of the date of execution.

Angela L. Biggs

State Conservationist



e-Signed by ANGELA BIGGS
For, if applicable:
On 07-01-21

07-01-21

Signature

Date

Attachment: ICA NRCS TA-E Funds - Ozaukee County_MMSD-FINAL (Intergovernmental Cooperation Agreement - LWM)

NRCS-CPA-1273-SA3-A1

Attachment 1

Deliverables

Supplemental Agreement Deliverables

Item #	State	Activity Type	Practice Code and Name	Scenario	Description	Scheduled Completion Month	Scheduled Completion Year	Extent	Unit	Unit Cost	Total Funds
1	WI	Enhancement TA	RTEP001 - TA-E, Negotiated Project Mgt	Participating Partner, Personnel Payment	Reimbursement for County Directors to manage staff and activities in conformance with RCPP outcomes, schedule, and budgets every year over the 5 year life of the project.	01	2026	50000.0	Dollars	1.0	\$50,000.00
2	WI	Enhancement TA	RTEP002 - TA-E, Negotiated Communications	Participating Partner, Personnel Payment	Activities related to county staff coordination and communication with project contributors to leverage resources for producer-led watershed groups and meeting staffing capacity outcomes (as identified in the PPA); developing connections with new stakeholders to identify new outreach opportunities towards program eligible participants, including HUs, every year over the 5 year life of the project.	01	2026	60000.0	Dollars	1.0	\$60,000.00
3	WI	Enhancement TA	RTEP003 - TA-E, Negotiated Outreach	Participating Partner, Personnel Payment	Activities related to conducting producer and landowner outreach (mailings, on-site farm visits), preparing and implementing outreach & education events (mailings, field days, workshops, speakers), and conducting inventories and analyses to prioritize outreach. Refer to pages 25-27 of PPA for conservation, economic, social outcome targets every year over 5 years of the project. This is for personnel time only. Supplies and mileage will be an in-kind contribution and not included.	01	2026	85000.0	Dollars	1.0	\$85,000.00
4	WI	Enhancement TA	RTEP004 - TA-E, Negotiated Outcomes	Participating Partner, Personnel Payment	Develop and calculate quantifiable project outcomes, including phosphorus modeling, monitoring of program participant sites, measuring in-field soil health, inventorying activities that contribute to water quality, habitat, and weather resilience resource concerns to benefit outreach activities. Refer to pages 25-27 of PPA for conservation, economic, social outcome targets every year over 5 years of the project.	01	2026	85000.0	Dollars	1.0	\$85,000.00
5	WI	Enhancement TA	RTEP005 - TA-E, Negotiated Innovations	Participating Partner, Personnel Payment	Develop innovative conservation approaches to improve water quality, habitat, and weather resilience resource concerns, including, but not limited to, coordinating phosphorus reduction efforts with municipalities within the watershed. Refer to pages 25-27 of PPA for conservation, economic, social outcome targets every year over 5 years of the project.	01	2026	20000.0	Dollars	1.0	\$20,000.00

Total: \$300,000

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RCPP Supplemental Agreement, Type I, Attachment 2 Payment Eligibility

I. UNALLOWABLE COSTS

The following costs are not allowed:

- (1) Costs above the amount authorized for the project.
- (2) Costs incurred prior to commencement of, or after the end of the supplemental agreement period of performance.
- (3) Costs not identified in the approved budget or approved budget revisions.
- (4) Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award.
- (5) Costs of promotional items and memorabilia, including models, gifts, and souvenirs.
- (6) Compensation for injuries to persons or damage to property arising from project activities.
- (7) Partner administrative costs (statutorily prohibited).

This list is not exhaustive. For general information about the allowability of particular items / costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award. Because this Supplemental Agreement is based on programmatic authorities, vs. general governmental authorities, not all provision of 2 CFR 200 apply.

The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. NRCS retains approval authority of all project deliverables for the purpose of approving RCPP related payments listed in the supplemental agreement(s) and project deliverables.

II. PAYMENTS

NRCS shall approve RCPP Supplemental Agreement payments where the following conditions are satisfied:

Partner is compliant with all reporting and administrative requirements of this supplemental agreement;

Partner provides satisfactory / verifiable documentation of completion of each fully or partial technical or financial assistance deliverable and evidence supporting requested payment consistent with approved valuation method for that deliverable as documented in SA Attachment 1;

NRCS determines that work fully satisfies program eligibility and technical adequacy criteria for the project and practice, and the delivery is consistent with contract requirements.

Payment(s) shall be limited to the lesser of:

documented expenses determined via approved payment method(s) or
unexpended funds remaining in the obligation for completion of the deliverable.

Note: Negotiated payment methods may include but are not limited to verifiable records of actual expenses such as canceled checks, paid bills, payroll records, timesheets, and subaward documents.

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Generally, labor costs charges to this award must be based upon salaries actually earned and the time actually worked on this award (calculated to exclude administrative overhead). Exception to such “actual cost” methods are allowed ONLY when approved negotiated payment methods clearly document typical expenses associated with a task, and accounting records support delivery of specific quantities of a task for which such an approved negotiated payment method is in place

III PAYMENT PROCESS:

Partner responsible for requesting payments via RCPP Portal or replacement system. Partner assumes sole responsibility for ensuring only eligible individuals hold authority to make payment requests.

Partner is solely responsible for verifying partner “vendor record” information, including banking information, prior to each payment request.

Partner responsible for providing supporting documentation which directly supports NRCS review with respect to approved SA payment methods or NRCS shall reject payment requests. Returned request will not be eligible for payment until such time as partner satisfies this requirement.

NRCS will make payment to the recipient on a reimbursable or advance basis no more than once per quarter, unless more frequent payments are requested by partner and approved by NRCS.

Partners may request advance payments of up to 100 percent of any (or all) deliverables scheduled for delivery within the forthcoming two month period, based on demonstrated past ability to comply with agency payment processes, ability to provide similar deliverables in a timely fashion, or other criteria as determined necessary and appropriate by NRCS. If work for which advanced payment is made is not completed within the 60-day period beginning on the date of receipt of the funds, the funds shall be returned within a reasonable timeframe as determined by NRCS. Failure to return funds within a reasonable timeframe will result in the partner being in violation of the terms of the supplemental agreement, and the supplemental agreement may be terminated.

This agreement is a supplemental programmatic agreement related to and RCPP project agreement, not a procurement contract. As such, it is not subject to 5 CFR Part 1315, Prompt Payment Act, and is governed by the terms set forth herein.

RCPP Supplemental Agreement, Type I, Attachment 3 Confidentiality

Overview: Confidentiality Agreement Requirements

Information collected to implement RCPP projects may be subject to privacy and confidentiality limitations as described in Supplemental Agreement and in this Attachment.

In order to meet program objectives, RCPP projects include information sharing between the partner and NRCS, including confidential or private producer information as outlined in section D1 below (and defined in section D2). For a partner to access confidential producer information, NRCS must determine that the information will not be subsequently disclosed. For that reason, RCPP partnership agreements **must include either:**

- 1) **completed Section D1 and an executed confidentiality Agreement (see section D2) or**
- 2) **a completed confidentiality waiver (see section D3).**

If (and only if) a prospective partner **cannot** agree to protect confidential information from disclosure as provided in the template in Section D2, national approval for a variance (based on minor changes to D2 templated language and national review process) or a waiver may be requested (based on criteria in section D3). Use of privacy agreement template in D2 (with no changes, vs. requesting a variance or waiver) is recommended.

Background/Addendum to PPA Part IV B:

1. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
2. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
3. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.
4. Lead Partner may not require employees, contractors, or subrecipients (including but not limited to other partners) seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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5. Lead Partner must notify employees, contractors, or subrecipients (including but not limited to other partners) that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (4) are no longer in effect.
6. The prohibition in paragraph (4) of this provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

Privacy and Confidentiality, Attachment D Sections

- D1 Information Sharing in this Project
- D2 Section 1619 Agreement
- D3 NRCS Determination to Proceed in Absence of 1619 Agreement

D1. Information Sharing in this Project:

Typical information sharing needs associated with RCPP projects are outlined below including but not limited to project deliverables, outcomes and reporting responsibilities documented in the programmatic agreement and associated attachments.

Partner to Provide Information to NRCS consistent with terms of the programmatic partnership agreement:

Partner(s) shall provide the following information to support this project:

- ✓ Detailed data on partner contributions adequately documenting completion of contribution deliverables as determined by NRCS. Documentation requirement shall include elements included in contribution deliverables as well as supporting information such as names and locations of benefitted producers as determined necessary by NRCS.
- ✓ Other reporting requirements and outcomes analysis as outlined elsewhere in this agreement.

Additionally, where supported by executed Confidentiality Agreement(s) from the Partner(s) and/or voluntary executed written producer release(s) from affected producer(s), Partner(s) may collect protected producer information including to support producer applications for RCPP assistance or other project purposes. Information collected under this provision shall be limited to items needed to support the project:

- Complete contact and locational information for potential program (producer) participants, applicants and/or producer contract holders
- Applicable application data received from applicants
- Applicable contract data related to producer participants
- Plan and or Resource Inventory information of potential or actual participants

NRCS to provide Information to Partner consistent with terms of the programmatic partnership agreement:

NRCS shall provide the following information to support this project:

- ✓ aggregated and or non-protected producer award data for producer contract and supplemental agreements to support partner analysis responsibilities in this RCPP project
- ✓ annual reports on NRCS technical assistance expenditures.

Additionally, where supported by executed 1619 Agreement(s) from the Partner(s) and/or voluntary executed written producer release(s) from affected producer(s), NRCS may (at Agency discretion) provide protected information, including those items listed below, to a partner. Information shared under this provision shall be limited to items needed to support the project:

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RCPP Supplemental Agreement Number: 1854-A-0161

- Complete contact and locational information for potential program (producer) participants, applicants and/or producer contract holders
- Applicable application data received from applicants
- Applicable contract data related to producer participants
- Plan and or Resource Inventory information of potential or actual participants

D2. Section 1619 Agreement**I. Purpose**

- a. The Supplemental Agreement to which this 1619 Section Agreement (Part D2) is attached is an agreement to provide *technical* assistance under the Regional Conservation Partnership Program.
- b. To provide this assistance, the agency has determined that Lead Partner requires access to information provided by one or more agricultural producers or owners of agricultural land, or related geospatial information, (“protected information”) as described in subsection (b)(2) of Sec. 1619 of the Food, Conservation and Energy Act of 2008, (7 U.S.C. § 8791) (Sec. 1619). When adopted and in force, Part D2 authorizes disclosure of such information as necessary to provide such assistance by Lead Partner, as a cooperating entity with a USDA program.

II. Description of Assistance to be provided under USDA program

- a. The cooperating entity will assist in the delivery of the identified program(s) as described in the Supplemental Agreement and related attachments, including but not limited to the Table of Deliverables and Section D1 (above) of this attachment.

III. Description of Information Required to Provide Assistance

- a. The parties agree that disclosure of the following protected information to the cooperating entity may be necessary to adequately and efficiently provide the assistance described in the Supplemental Agreement and related attachments, including but not limited to the Table of Deliverables and Section D1 (above) of this attachment.

IV. Use of the Protected Information

- a. The cooperating entity will use the protected information as follows: to support delivery of RCPP assistance to interested producers, applications or RCPP awardees (including producer and supplemental agreement holders).

V. Requirements for Authorized Disclosure of Protected Information to Cooperating Entity

- a. USDA is prohibited from releasing protected information by Sec. 1619, unless permitted to disclose as provided in subparagraphs (b)(3) and (4). Specifically, subparagraph (b)(3)(A) describes the circumstances under which the disclosure of protected information is permitted to a person or agency working in cooperation with the USDA. Compliance with the terms of this MOU supports the determination that the cooperating entity meets the requirements of this statute. If applicable, it has also been determined that release of this information is authorized as a routine use under the applicable agency System of Records Notice.

VI. System of Records Routine Use

a. If the information is maintained in a system of records as defined under the Privacy Act, it may only be shared as provided in 5 U.S.C. 552a(b). Typically, this requires that the information be covered by a routine use described in the applicable System of Records Notice (SORN) for the system of records. NRCS maintains producer records in Landowner, Operator, Producer, Cooperator, or Participant Files in field offices and various software platforms (including but not limited to Conservation Desktop, Protracts, and the National Easement Staging Tool (NEST)); these records may be shared per terms of this Part as required to support RCPP project implementation.

VII. Responsibilities

a. The agency agrees to:

1. Provide the protected data that has been approved for disclosure under Part D2 and the associated agreement, as described above, or authorize the collection of such information directly from the producer or owner of agricultural land; and
2. Deliver protected data to the cooperating entity in a timely and efficient manner.

b. The cooperating entity agrees:

1. Not to disclose the protected information described above to anyone—

A. not covered by this agreement; and

B. providing technical or financial assistance under a USDA program, except as provided below.

2. To use the protected data only to perform work that is directly connected to providing *technical and financial* assistance with respect to this RCPP Project. Use of the protected data to perform work that is not directly connected to the Regional Conservation Partnership Program (RCPP) is expressly prohibited.

3. Not to transfer protected information to any other individual or organization that is not directly covered by this MOU.

4. To internally restrict access to the protected data to only those individuals within the organization that have a demonstrated need to know the protected data in order to perform work on the this RCPP project.

5. To notify about their obligation to abide by the terms of this MOU:

A. all current members or staff of the organization who will have access to the protected data prior to providing such access;

B. any new member or staff of the organization if that individual will be provided access to the protected data; and

C. all members or staff with access to the protected data at least twice annually to remind them of this continuing obligation.

c. The cooperating entity acknowledges the following binding restrictions:

1. Data provided in support of Part D2 is protected from unauthorized use and unauthorized disclosure pursuant to the administrative and/or civil remedies/criminal penalties as identified in applicable Federal statutes including the Privacy Act of 1974 (5 U.S.C. 552a - as amended), the Freedom of Information Act (5 U.S.C. § 552 - as amended), Section 1244 of the Food Security Act of 1985 (16 U.S.C. 3844), and Section 1619 of the Food, Conservation and Energy Act of 2008 (7 U.S.C. 8791).
2. Unauthorized use/unauthorized disclosure of the protected data may be a violation of applicable Federal statutes. The cooperating entity may be held contractually, administratively, civilly, and/or criminally liable if the cooperating entity discloses the protected data in violation of the applicable Federal statutes.
3. The provisions in Sec. 1619 are continuing obligations. Even when *Lead Partner* is no longer a cooperating entity, (whether through expiration or termination of the agreement) or when individuals currently affiliated with the cooperating entity leave the organization, every person having been provided access to the protected data shall continue to be legally bound to comply with the provisions in Sec. 1619.
4. Protected information provided under this agreement cannot be released under any state law or at the order of any state official or court, including under the state's "sunshine law," "open records act," and/or version of the Freedom of Information Act. If at the time of this MOU, or at any subsequent time, any state law is interpreted to be inconsistent with this requirement, or any state official orders the release of protected information under this MOU, the cooperating entity will immediately notify the agency.

VIII. Amendments

- a. This agreement may be amended at any time by the mutual written agreement of the parties.

IX. Termination and Expiration

a. Effective Period

1. Part D2 will be in effect on the date of the final signature and shall continue until the end of the Supplemental Agreement to which is it attached.
2. Part D2 will be reviewed each year until the expiration date of the Programmatic Partnership Agreement.
3. Should the need for this agreement continue beyond the identified effective period, this agreement shall be reviewed, updated as necessary, and revalidated prior to the identified expiration date. The extension of this agreement shall be documented in an appropriate addendum or new confidentiality agreement that is signed by both parties.

b. This Agreement may be terminated:

1. Immediately by the agency if:

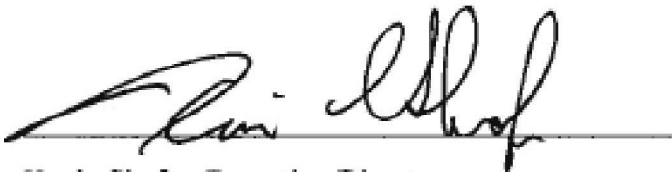
- A. it believes that the cooperating entity has disclosed protected data in violation of Sec. 1619;
- B. it believes that the cooperating entity has used the protected data for any purpose that is not directly connected to the (replace with the name of the USDA program); or
- C. the cooperating entity is no longer a USDA Cooperator requiring access to data protected by Sec. 1619.

2. Immediately at the request of the cooperating entity. If possible, notice of at least thirty calendar days shall be provided to the agency prior to the date of termination for the Memorandum.
3. At any time by the mutual written agreement of the agency and the cooperating entity or independently by the agency or the cooperating entity with a 30 calendar day written notice between both parties.

If this agreement (or the PPA to which it is attached) is terminated, potential impacts to RCPP project will be evaluated and NRCS will work collaborative with Lead Partner to maintain viability of this the partnership agreement to which Part D2 is attached, guided by RCPP policy and terms of Part D as a whole.

c. Use of the protected data for any purpose is expressly prohibited when the cooperating entity is no longer a cooperating entity. When Lead Partner is no longer a cooperating entity, any protected data provided under this MOU must be immediately destroyed. Lead Partner shall provide to the agency written certification that the protected data (paper and/or electronic copy) has been properly destroyed and/or removed from any electronic storage media.

Signature of the cooperating entity and the Date Signed



Kevin Shafer, Executive Director

2/19/21

Date

Signature of the Natural Resources Conservation Service Approving Official and the Date Signed

After reviewing this agreement, I have determined that the protected information will not be subsequently disclosed, and that it meets the requirements for an authorized disclosure under Section 1619 of the Food, Conservation and Energy Act of 2008.



Digitally signed by
ANGELA BIGGS
Date: 2021.02.19
14:55:14 -06'00'

Angela Biggs, State Conservationist

Date

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RCPP Supplemental Agreement Number: 1854-A-0161

If any variance from template above is request, USDA FPAC Privacy Officer Signature is required.

Signature of the Farm Production and Conservation Privacy Officer and the Date Signed

Name, Title

Date

7 U.S.C. § 8791 of the Food, Conservation and Energy Act of 2008

Section 1619 (7 U.S. C. § 8791). INFORMATION GATHERING.

(a) **GEOSPATIAL SYSTEMS.**—The Secretary shall ensure that all the geospatial data of the agencies of the Department of Agriculture are portable and standardized.

(b) **LIMITATION ON DISCLOSURES.**—

(1) **DEFINITION OF AGRICULTURAL OPERATION.**—In this subsection, the term “agricultural operation” includes the production and marketing of agricultural commodities and livestock.

(2) **PROHIBITION.**—Except as provided in paragraphs (3) and (4), the Secretary, any officer or employee of the Department of Agriculture, or any contractor or cooperator of the Department, shall not disclose—

(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in programs of the Department; or

(B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.

(3) **AUTHORIZED DISCLOSURES.**—

(A) **LIMITED RELEASE OF INFORMATION.**—If the Secretary determines that the information described in paragraph (2) will not be subsequently disclosed except in accordance with paragraph (4), the Secretary may release or disclose the information to a person or Federal, State, local, or tribal agency working in cooperation with the Secretary in any Department program—

(i) when providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices; or

(ii) when responding to a disease or pest threat to agricultural operations, if the Secretary determines that a threat to agricultural operations exists and the disclosure of information to a person or cooperating government entity is necessary to assist the Secretary in responding to the disease or pest threat as authorized by law.

D3. NRCS Determination to Proceed in Absence of 1619 Agreement

Attachment D Section D2 above is the standard Section 1619 agreement which supports sharing of protected producer information. If the lead partner and project meet applicable requirements below, then the partner may request, and NRCS may at its discretion provide, a determination to proceed in the absence of a Section 1619 agreement.

NRCS determination to proceed shall be contingent upon NRCS consideration of the following minimum requirements:

- 1.) The Lead Partner is an entity of State Government in a state where States laws may conflict with limitations on the sharing of RCPP program participant information, and
- 2.) Lead partner responsibilities under this Programmatic Agreement (including but not limited to reporting, outcomes and contribution related items), can be implemented without NRCS release of protected producer information e.g. no information sharing is required, or sharing of protected information can be limited to instances where affected producers have voluntarily provided written consent to disclose protected information to a partner as necessary.

Rationale for exception from 1619 requirement:	
Partner:	Date:

If at any time information sharing needs change during the life of the project, NRCS and Partner share responsibility for updating this attachment and the associated Section 1619 agreement.

Rationale for Concurrence with Waiver Request (see examples in item 2 above).	
State Conservationist:	Date:

RCPP Supplemental Agreement, Type I, Attachment 4 General Terms and Conditions

I. APPLICABLE REGULATIONS

A. The regulations in 7 CFR Part 1464 and are incorporated by reference. In the event of a conflict between these regulations and the terms of this attachment, the provisions of the regulations will prevail.

B. Allowable project costs will be determined in accordance with the authorizing statute and regulation the purpose(s) of the RCPP project which this supplemental agreement supports, the purposes of this supplemental agreement award

C. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable.

- (1) 2 CFR Part 25, "Universal Identifier and System of Award Management"
- (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
- (3) 2 CFR Part 175, "Award Term for Trafficking in Persons"
- (4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)"
- (5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
- (6) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
- (7) 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
- (8) 2 CFR Part 418, "New Restrictions on Lobbying"
- (9) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"
- (10) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"
- (11) 48 CFR Part 31, "Contract Cost Principles and Procedures" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.
- (12) If work performed under this agreement relates to the alteration, or repair (including painting and decorating) of public buildings or public works (e.g. financial assistance related to the RCPP Watershed funding tied to such purposes), Partner responsible for full compliance with the Davis-Bacon and Related Acts.

II. PRIOR APPROVAL REQUIREMENTS

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Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

III. FINANCIAL AND PERFORMANCE REPORTING

Recipients must submit progress reports as required by NRCS to support NRCS ability to monitor award. Failure to submit reports as required may result in suspension or termination of award.

The recipient must submit final report(s) no later than 90 days after the period of performance end date. NRCS will withhold payments under this award if the recipient is delinquent in submitting required reports.

IV. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements consistent with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

V. SPECIAL PROVISIONS

The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

Employees of the NRCS will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.

Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making.

Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the

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United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences.

The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with NRCS clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to the NRCS contact(s) identified in the RCPP portal.

USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under Regional Conservation Partnership Program Supplemental Agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or

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on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

“USDA is an equal opportunity provider and employer.”

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

VI. CONTRIBUTIONS/COST-SHARING/MATCH REQUIREMENTS

a. RCPP projects all have “contribution” requirements; some supplemental agreements also have “match” or “cost sharing” requirements. If this Supplemental Agreement has specific match requirements (see SA), the match from other projects may not be counted toward meeting the specific match requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable (non-RCPP/donor) program authorizing statute.

b. Cost share must be documented on each budget and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—

1. Immediately notify the NRCS administrative contact of the situation.
2. Specify the steps it plans to take to secure replacement cost sharing.
3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient’s plans are not acceptable to the NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify NRCS in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by NRCS. If the recipient’s cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost- share contributions.

VII. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed

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under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported.

VII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by the NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to the NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

VIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

IX. MISREPRESENTATION AND SCHEME OR DEVICE

A participant who is determined to have erroneously represented any fact affecting a determination with respect to this contract and the regulations applicable to this contract, adopted any scheme or device which tends to defeat the purposes of this contract, or made any fraudulent representation with respect to this contract, will not be entitled to payments or any other benefits made under this contract. The participant must refund to NRCS all payments received plus interest. In addition, NRCS may terminate the participant's interest in all agreements. The provisions of this paragraph of the attachment shall be applicable in addition to any other criminal and civil fraud statutes.

X. APPEAL RIGHTS

Lead partners and nonlead partners under partnership or supplemental agreements.

(1) A lead partner or nonlead partner may obtain a review of any administrative determination concerning eligibility as a partner under the program or eligibility for financial assistance payments under an agreement that obligated financial assistance funds utilizing the administrative appeal regulations provided in 7 CFR parts 11 and 614.

(2) NRCS provision of technical assistance funds under a partnership agreement or supplemental agreement are not subject to administrative review as the provision of such funds are to assist NRCS with its implementation of the program consistent with 16 U.S.C. 3842 and are not program payments or benefits to a lead partner or nonlead partner.

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XI. 2 CFR 200 EXCEPTION

Consistent with authorities includes in the Supplemental Agreement or herein, as well as provisions of 2 CFR 200.102, Exceptions, this supplemental agreement is subject to audit provisions of 2 CFR 200 and those provisions of 2 CFR 200 referenced herein. Where supplemental agreement language conflicts with 2 CFR 200, the terms of this agreement and the RCPP program authorities shall prevail.

RCPP Supplemental Agreement, Type I, Attachment 5 Practices and Specifications

I. RCPP TECHNICAL ASSISTANCE (TA) ACTIVITIES

TA tasks are informed by the Announcement of Program Funding (APF) which defines contracting terms and eligibility and guides agency SA awards.

RCPP TA Implementation (TA-I) and TA Enhancement (TA-E) deliverables are contracted and reported by TA practice/activity type, including the following:

Enhancement Activity Types:

RTEEx-001	TA Enhancement Payment for Project Management
RTEEx-002	TA Enhancement Payment for Communications and Coordination
RTEEx-003	TA Enhancement Payment for Outreach and Education
RTEEx-004	TA Enhancement Payment for Outcome Assessment
RTEEx-005	TA Enhancement Payment for Conservation Innovation
RTEEx-006	TA Enhancement Payment for Other Eligible Purposes

Implementation Activity Types:

RTIx-001	TA Implementation Payment Pre-Application Activity
RTIx-002	TA Implementation Payment Planning on FA Applications or Contracts
RTIx-003	TA Implementation Payment Design on FA Applications or Contracts
RTIx-004	TA Implementation Payment Installation (TA) on FA Applications or Contracts
RTIx-005	TA Implementation Payment Checkout on FA Applications or Contracts
RTIx-006	TA Implementation Payment Atypical Post-Application (TA) Services
RTIx-007	TA Implementation Payment Eligible 3rd Party (TA) Contract Management

II. RCPP TA PAYMENT Scenarios/Components

The “x” shown in RCPP activity numbering convention above denotes the basis for each activity’s payment scenarios: “P” activities are tied to negotiated supplemental agreement items; “N” activities to established NRCS scenario TA scenarios.

NRCS will implement controls on available scenarios via agency software in both negotiated and scenario-based contracting.

NRCS retains authority for ensuring that negotiated TA E and TA I tasks are categorized into the most applicable TA practice, scenario, and (as applicable) Budget Object Code category. Incorrectly categorized expenses, or components under them, may delay evolution of technical adequacy (a prerequisite for payment eligibility), and thus payment processing or eligibility.

III. FINANCIAL ASSISTANCE PAYMENTS FOR EASEMENT RELATED DUE DILIGENCE TASKS

RCPP FA due diligence tasks are contracted and reported based on agency “LTA” practices as negotiated in the RCPP portal. Available LTA practices are generally limited to those required of NRCS to fulfil its responsibilities under related covered programs, such that the type of

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easement being acquired (US Held vs. Entity Held) shall limit LTA services eligible for potential inclusion in an FA for due diligence award as determined by NRCS. General availability is as follows:

US Held Easements

LTAPTS	Acquisition Process – Title Search
LTAPERS	Acquisition Process – Environmental Database Records Search
LTAPERSU	Acquisition Process – Environmental Database Records Search Update
LTAPFP1	Acquisition Process – Full Phase I
LTAPA	Acquisition Process – Appraisal
LTAPAU	Acquisition Process – Appraisal Update
LTAPTR1	Acquisition Process – Appraisal Technical Review First Review
LTAPTR2	Acquisition Process – Appraisal Technical Review Second Review
LTAPBS	Acquisition Process – Boundary Survey
LTAPCS	Acquisition Process – Closing Services

Entity Held Easements

LTAPERS	Acquisition Process – Environmental Database Records Search
LTAPERSU	Acquisition Process – Environmental Database Records Search Update
LTAPTR1	Acquisition Process – Appraisal Technical Review First Review
LTAPTR2	Acquisition Process – Appraisal Technical Review Second Review

Negotiated payment scenarios for each LTA practice shall be determined by NRCS.

Technical requirements for these activities shall be determined by NHQ at the national office level and are specified in supplement(s) to this Attachment.

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: October 5, 2021
DEPARTMENT: Land and Water Management
DIRECTOR: Andy Holschbach
PREPARER: Andy Holschbach

Agenda Summary Request to Provide Soil Health Scholarships for Farmers to Attend the National No-tillage Conference, January 4-7th in Louisville, Ky.*

BACKGROUND INFORMATION: Request is for approval to provide Soil Health Scholarships to 8 farmers to attend the National No-tillage conference January 4-7th in Louisville, Ky. Scholarship will cover registration, travel, lodging and meals. The 30th Annual National No-Tillage Conference generally offers 12 general session speakers, 23 No-Till Classrooms and 80 invaluable No-Till Round Tables. This conference will provide farmers an excellent opportunity to network and learn from the most innovative, forward thinking farmers who practice No-till, cover crops and other soil health principles successfully on their own farm. Scholarships will be made available to farmers throughout Ozaukee County. Tree account funds will be utilized for the scholarships.

ANALYSIS: To date the county tree account balance is \$93,941. Information and education is one of the intended uses of the tree account.

Estimated cost per farmer participant:

Registration \$229 (No-till Farmer providing a reduced rate from \$399)

Lodging \$447 (\$149/night*, 3 nights)

Travel \$238 (850 miles, \$.56/mile x .5 carpooling)

Per Diem \$200 (\$50/day, meals)

Total Cost = \$1,114/farmer

Total Cost for 8 farmers assuming \$1,114 X 8 farmers = \$ 8,912

*single hotel rooms

FISCAL IMPACT: \$8,912

FUNDING SOURCE:

County Levy: \$0 Non-County Levy: \$8,912

Indicate source:

RECOMMENDED MOTION: Approval to provide Soil Health Scholarships to 8 farmers to

attend the National No-tillage conference January 4-7th in Louisville, Ky.

ATTACHMENTS:

- 2022 National No-Tillage Conference- Program (PDF)

[HOME](#)[REGISTER](#)[PROGRAM](#)[UPDATES](#)[GALLERY](#)[HISTORY EXHIBIT](#)[SPONSORS](#)[HOTEL](#)[FAQ](#)

Experience a Blockbuster Speaker Lineup for our 30th Anniversary Conference

Check back soon, we're busy putting the final touches on the full 2022 National No-Tillage Conference speaker program and will release it soon.

You won't want to miss our 2022 conference! Here's just a little of what you can expect:

- ✓ **Impactful Learning, Actionable Ideas** from Top-Notch Speaker Sessions.
- ✓ **No-Till Roundtables to Seek Answers** to Your Toughest No-Till Challenges.
- ✓ **Opportunities to Attend Exclusive Workshops** Led by Leading Experts
- ✓ **Valuable Networking** with Leaders in No-Till
- ✓ **Conference Bag Stuffed** with New Reports, Useful No-Till Info & the 2022 NNTC Hat.

Here Are Just a Few No-Till Experts Who Will Present. Full Speaker Program Coming Soon!

Dwayne Beck

Dakota Lakes Research Farm, Pierre, S.D.

Beck is research manager at Dakota Lakes Research Farm in Pierre, S.D. His primary achievements deal with development of programs that have allowed producers to profitably adopt no-till techniques in a large portion of South Dakota, and many no-tillers have shared tales of being inspired to adopt no-till after attending his field days over the last few decades.

Beck received his B.S. in chemistry from Northern State University in 1975 and Ph.D. in agronomy from South Dakota State University in 1983. Beck was inducted into the South Dakota Hall of Fame in 2007.



Rick Clark

No-Tiller, Williamsport, Ind.

An NNTC speaker in 2019 and 2021, Clark is back by popular demand. Clark has gained some notoriety recently as one of a handful of farmers who is making organic no-till work — and on a large scale.

Cropping about 7,000 acres near Williamsport, he's intensely focused on building soil health in his diverse system that includes seeding cover crops, planting his cash crops green, reducing inputs and incorporating livestock to improve diversity on the operation.



Thomas Dykstra

Entomologist, Gainesville, Fla.

Thomas is the founder and laboratory director at Dykstra Labs and has advanced degrees in entomology. He's traveled across U.S., Canada, Australia and U.K. giving scientific presentations and has shared important research developments on topics such as how insect pests identify unhealthy plants and what kinds of chemicals and nutrients on farms attract them.

He received his B.S. in entomology from Cornell University in 1990, M.S. in entomology from the University of Florida and (1994) and a Ph.D. in insect bioelectromagnetics from the same university in 1997.



Jimmy Emmons

No-Tiller, Leedey, Okla.

Jimmy is the third generation on the family farm in western Oklahoma and he and his wife Ginger have been farming and ranching together since 1980. They have a diverse 2,000-acre farm raising wheat, soybeans, sesame, sunflowers, irrigated dairy alfalfa hay, canola, grain sorghum and several cover crops for seed.

They also have a 250-head cow/calf herd and take in yearling cattle for custom grazing on the nearly 6,000 acres of native range. Jimmy enjoys sharing what he's learned about soil health on his farm through workshops, field days and test plots, and has been involved a multi-year study examining water use of cover crops and their effect on water-holding capacity.



Michelle Miller

"Farm Babe", Gainesville, Fla.

Miller is an internationally recognized speaker, food-myth buster and writer and columnist for AGDAILY.com and AcreageLife magazine — as well as an online influencer as a full-time advocate for agriculture. She started her social media outreach over 6 years ago to better bridge the gap between farmers and consumers and has made a name for herself as a dedicated "mythbuster" in food and farming.

With 200,000 followers and an average social media reach of 2-3 million views monthly, she has been featured in Forbes, and has been on stage with the likes of Temple Grandin, one of the most famous livestock handling experts, AGvisorPRO CEO and former NNTC speaker Robert Saik, World Food prize recipient Robb Fraley and Iowa Senators Joni Ernst and Tom Shipley.



Nicole Masters

Soil Health Consultant, New Zealand/U.S.

Nicole Masters is an independent agroecologist, systems thinker, author and educator. She is recognized as a knowledgeable and dynamic speaker on the topic of soil health. Her company Integrity Soils, works with producer organizations covering over 29 million acres designing behavior change programs to take their operations to the next level in nutrient density, profitability and environmental outcomes.

Masters is one of a growing number of people who are facilitating a rapidly expanding world of quality food production and biological economies. Her book titled "For the Love of Soil: Strategies to Regenerate our Food Production Systems" showcases examples of the tools and principles producers are using to regenerate their soils. Describing a step-by-step triage of actions, so that you too can regenerate your land.



Marion Calmer

No-Tiller, Alpha, Ill.

Calmer, an Alpha, Ill., resident, He is the founder/owner/CEO of Calmer Corn Heads and president of Calmer's Ag Research Center, the largest independently funded, farmer-run ag research center in the United States. He is a regular speaker at the National No-Tillage Conference and long-time supporter of No-Till Farmer and no-till practices in general.

Calmer earned his BHC Associate in Applied Science in Agriculture Production Technology in 1978. The Illinois Community College Trustees Association (ICCTA) named the East Campus graduate as a co-recipient of its 2020 Distinguished Alumnus Award.



Jay Baxter

No-Tiller, Georgetown, Del.

James "Jay" H. Baxter, IV owns and operates Baxter Farms in Georgetown, Del., with his wife and three sons. Baxter is a fourth-generation farmer and works with the Sussex Conservation District for conservation planning and best management practices.

Baxter Farms is a 2,000+ acre farming operation growing corn, soybeans, wheat, sweet corn, black eyed peas, fresh market edamame and lima beans. The Baxters also have a 200,000 broiler chicken operation. The farm utilizes many species of cover crops, including legumes, grasses and brassicas.



Loran Steinlage

No-Tiller, West Union, Iowa

Winner of the 2020 No-Till Innovator Award at NNTC for crop production, Steinlage is the owner of FLOLO farms.

He raises corn, soybeans, cereal rye, winter wheat, malt barley and buckwheat and is integrating organic practices and perennial cover crops to keep living plants in the ground 24/7/365. An on-farm expert on interseeding cover crops into cash crops, Steinlage has loads of data to verify the systems he's put in place are working and profitable.



Thank you to our 2022 Conference Title Sponsors:





DAWN
EQUIPMENT



Questions about the National No-Tillage Conference?

Contact *No-Till Farmer*

by phone at (866) 839-8455

or (262) 432-0388

by fax at (262) 786-5564

or by email at

info@no-tillfarmer.com

To learn about sponsorship opportunities contact Darrell Bruggink
at (262) 777-2420 or dbruggink@lessitermedia.com

To learn about group attendance discounts contact Dallas Ziebell
at (262) 777-2412 or dziebell@lessitermedia.com

Mail to

P.O. Box 624

Brookfield, WI 53008-0624



EVENT

Natural Resources Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	October 5, 2021
DEPARTMENT:	Land and Water Management
DIRECTOR:	Andy Holschbach
PREPARER:	Andy Holschbach

Agenda Summary Land & Water Management Reports*

ATTACHMENTS:

- September 2021 news (PDF)
- Articles on Clean Farm Families - Links to Agri-View Newspaper - (PDF)
- LWM Financials September 2021 (PDF)



LAND AND WATER MANAGEMENT DEPARTMENT

CURRENT PROJECTS AND REPORT UPDATES

-SEPTEMBER 2021 -



MISSION STATEMENT

To protect, preserve, and enhance natural resources,
local ecology, and the quality of life

Land and Water Management Department

Andy Holschbach, Director
Jeff Bell, Land & Water Coordinator
Ed Pfister, Sanitation & Zoning Coordinator
Geoff Schramm, Soil & Water Conservationist
Barry Sullivan, Sanitation & Zoning Specialist
Jo Ellen Erstad, Office Services Specialist

Ozaukee County Administration Center
Room 223
121 W. Main Street, P. O. Box 994
Port Washington, WI 53074-0994
Phone: 262-284-8313

Attachment: September 2021 news (Reports - LWM)



Land & Water Resource Management

♦ Conservation Planning/Farmland Preservation (FPP)

- 94 farms currently participating in Farmland Preservation Program; plan is to perform four compliance reviews before December 31

♦ Best Management Practices Design and Certification

- Stacie Bruss: Streambank in Village of Saukville; construction planned for last week of September; contractor is T&C Services
- Peter Eskra: Bid results: Moser for excavation, Pfantz for masonry; plan to start on waste transfer in early October, which will be funded with SWRM grant funds; in 2022, waste storage will be funded with TRM grant, and possibly NRCS EQIP funds
- Roden: Construction of roof is complete; builder and NRCS are working through construction approval; KSI Construction finished clean water diversion construction practices; waiting for invoices and engineering approval for roof
- Karin Manley: 412 grassed waterways likely completed by late September / early October; LEI, LLC is the contractor; Dave from NRCS is the inspector
- Rick Lanser: Working on waterway; TNT started construction; if weather is dry, project should be complete by October 1
- Joe Ott: Working on waterway design; completion possible in 2021
- Jeremy Risch: Working on possible feed storage drainage containment

♦ Administration of Cost-Share Agreements (grants)

- TRM grant – Roden HFR Center, LLC – \$225,000
- 2021 SWRM bonded grant – \$55,000, SWRM SEG grant – \$25,000
- Ozaukee County to receive 2022 TRM grant funds for Gasser, Hamm, and Eskra

♦ Nutrient Management

- No activity

♦ Environmental Education

- No activity

♦ NR151 Compliance Tracking

- No activity

♦ Manure Storage Ordinance

- No activity

♦ Stormwater Management & Construction Site Erosion Control-WPDES Permit

- Seeking proposals to evaluate nonpoint source pollutant loadings on county property in the MS4 area for compliance with the DNR stormwater permit

♦ Buffer Initiative—Conservation Reserve Enhancement Program (CREP)

- Clausen Brothers: Working on CREP Equivalent contract

♦ Wildlife Damage and Abatement

- Apple Land, LLC deer exclusory fence completed; waiting for invoice

♦ Tree, Shrub, Prairie Grass & Wildflower Seed Program/Pollinator Plant & Grass Sale

- Allocated trees and shrubs for 2021 / 2022 program

♦ Invasive Species

- Provided information on Japanese Knotweed to the Ozaukee Press

♦ Miscellaneous

- DNR has approved harvestable buffer plan for utilization of 2019 and 2020 MDV (Multi-discharger Phosphorus Variance) funds totaling \$19,261; Pete Weiss has signed up for 13 acres of buffers and to receive 2022 MDV funds

8.c.1.a

- Participated in meetings: Ozaukee Demo Farms Project Management Team, Sheboygan River Basin Partnership, Water Warriors Technology, Watershed Coalition, Clean Farm Families Field Day Planning Committee, BITS training, Cedar Creek Farmers Field Day
- Completed 2022 DATCP Producer-Led Watershed Protection Grant application on behalf of Clean Farm Families
- Planning October 13 Soil Health Field Day; emphasis is demonstration of low disturbance manure application equipment
- Assisting Water Resources Management Group with selecting four sites to test low-cost methods for estimating edge-of-field erosion; Water Tech Hub awarded grant



Sanitation Program

♦ Sanitation Ordinance

- No sanitation ordinance violations
- Maintenance: 242 first, 140 second, and 57 third notices were sent in September; the Office of Corporation Counsel continues action with non-compliant owners; 9221 reports filed to date in 2021

♦ POWTS Plan Reviews, Permits, and Final Inspections

- Six plan reviews; six permits; thirty-seven final inspection reports

♦ Wisconsin Fund

- Program extended to June 30, 2023

♦ Miscellaneous

- Working with Symbion on POWTS inspection / GIS collection and in-house electronic permitting program



Shoreland and Floodplain Zoning

♦ Shoreland and Floodplain Zoning Ordinance

- No zoning ordinance violations.

♦ Permits

- Four shoreland zoning permits

♦ National Flood Insurance/Community Rating System (CRS)

- Provided floodplain information to numerous landowners

♦ Technical Advisory—SEWRPC Regional Plans

- SEWRPC developing "Regional Food System Plan"

♦ Non-metallic Mining Reclamation

- No activity

♦ Miscellaneous

- 1930 & 1936 Edgewater Dr.: Waiting for FEMA Hazard Mitigation Grant award

Attachment: September 2021 news (Reports - LWM)

Links to Ari-View Newspaper Articles on Clean Farm Families:

First link includes photos from presentation to the County Board

https://www.agupdate.com/agriview/news/crop/clean-farm-families-hold-field-day/article_83b6ef06-0425-58ea-b5bd-74bc3362c3f7.html#tracking-source=article-related-bottom

Another link to Agri-view - https://www.agupdate.com/agriview/news/crop/winter-wheat-cover-crop-plots-tested/article_c94428c5-cb6a-57e3-b7ce-db115101e815.html#tracking-source=article-related-bottom

Ozaukee County Committee Report

General Fund Land & Water Management

For the Nine Months Ending Thursday, September 30, 2021

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2021 YTD Actual	2021 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	-	\$123,416	\$749,361	\$625,945	16.47%
Public Charges for Services	\$1,960	\$115,102	\$120,210	\$5,108	95.75%
Licenses & Permits	\$6,653	\$73,600	\$94,000	\$20,400	78.30%
					3842.50
Other Revenue	\$7,542	\$7,685	\$200	(\$7,485)	%
Total Revenues	\$16,155	\$319,803	\$963,771	\$643,968	33.18%
Expenditures					
Salaries	\$37,630	\$338,031	\$467,926	\$129,895	72.24%
Fringe Benefits	\$14,105	\$136,412	\$164,204	\$27,792	83.07%
Travel/Training	-	\$3,060	\$11,425	\$8,365	26.78%
Supplies	\$96	\$6,093	\$25,232	\$19,139	24.15%
Purchased Services	\$824	\$50,676	\$122,994	\$72,318	41.20%
Interdepartment Charges	\$172	\$28,803	\$41,424	\$12,621	69.53%
Grants	\$3,320	\$52,986	\$525,773	\$472,787	10.08%
Other Expenses	-	\$60,519	\$77,803	\$17,284	77.78%
Total Operating Expenditures	\$56,147	\$676,580	\$1,436,781	\$760,201	47.09%
Capital Outlay					
Total Expenditures	\$56,147	\$676,580	\$1,436,781	\$760,201	47.09%
Other Finance (Sources)	-	-	(\$18,129)	(\$18,129)	0.00%
Net Other Financing Sources/Uses	-	-	(\$18,129)	(\$18,129)	0.00%
Net Increase (Decrease)	(\$39,992)	(\$356,777)	(\$454,881)	(\$98,104)	78.43%

Equity:

Attachment: LWM Financials September 2021 (Reports - LWM)

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: October 5, 2021
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Submittal and Acceptance of a Wisconsin Coastal Management Program Grant for Groundwater Investigation and Stormwater Wetland Improvements at Virmond County Park

BACKGROUND INFORMATION: The Ozaukee County - Planning and Parks Department (Department) proposes to submit a grant application to the Wisconsin Coastal Management Program (WCMP) grant program to fund County activities to investigate groundwater and improve stormwater/wetland drainage through a wetland restoration at Virmond County Park. A WCMP Coastal Resiliency grant was awarded in 2020 to support development of a Master Plan for Virmond County, and a subsequent WCMP Coastal Resiliency grant was awarded in 2021 to complete a stormwater and groundwater study for Virmond County Park as part of the Master Plan, which considers the relationship between wetlands, drainage patterns, existing and planned infrastructure (parking lot areas) and other facilities (public access stairway to Lake Michigan). The Master Plan and stormwater and groundwater analysis study, completed in coordination with a private consultant and the Southeastern Wisconsin Regional Planning Commission (SEWRPC), includes a summary of current conditions and proposed recommendations for improving surface water drainage. Historically, drainage (of wetlands) within the northeast section of the park discharged to the north and to a ravine down the bluff to Lake Michigan. Neighboring residential properties to the north have prevented the continued discharge of surface water from these wetlands and has caused ponding on park property. In the 2000s, drainage improvements (directional bore pipe installation and sump crotch) were constructed to aid in the discharge of the ponding water to the toe of the bluff; however, over the years, the construction has failed (due to shifts in the bluff) and the system is no longer functioning. Neighbors to the north have expressed concern about this ponded water and potential impacts to their home and structures. Proposed solutions as included in the stormwater and groundwater study include capturing drainage (from existing wetlands) within this area and discharging it to the west in an expanded wetland. The expanded wetland would provide additional storage prior to discharging off-site to the north, away from the affected neighboring properties and consistent with the original drainage, and would fit the aesthetics of the site and overall restoration goals for the park. WCMP and matching funding would support design, engineering, and construction and restoration activities for this expanded wetland area. Additional project activities would also include completion of additional wetland delineations and installation of a groundwater monitoring well. This project is supported by the following plans: the County [Park and Open Space Plan](https://www.co.ozaukee.wi.us/645/Park-Open-Space) <<https://www.co.ozaukee.wi.us/645/Park-Open-Space>> <<https://www.co.ozaukee.wi.us/DocumentCenter/View/729/Park-and-Open-Space-Plan-for-Ozaukee-County-3rd-Edition?bidId=>> related to the importance of wetlands and restoration projects at the park(p. 18, 96, 98), the [Comprehensive Plan for Ozaukee County: 2035](http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-) <<http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee->

[co.pdf](http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-co.pdf)> <http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-co.pdf>> related to stormwater management, wetlands and surface water quality (pages 176, 277, 279-282, 452, 456), the County Strategic Plan 2020-2024 <https://www.co.ozaukee.wi.us/DocumentCenter/View/14493/Ozaukee-County-Strategic-Plan-2020-24>> (page 13) related to the enhance quality of life assets strategic goal, the [Ozaukee Land and Water Resource Management Plan](https://www.co.ozaukee.wi.us/DocumentCenter/View/212/Ozaukee-Land--Water-Plan-2011-2015?bidId=>) <https://www.co.ozaukee.wi.us/DocumentCenter/View/212/Ozaukee-Land--Water-Plan-2011-2015?bidId=>> <https://www.co.ozaukee.wi.us/DocumentCenter/View/212/Ozaukee-Land--Water-Plan-2011-2015?bidId=>> (pages 49, 89), to promote and implement wetland preservation and restoration and stormwater management practices and the final draft of the Virmond County Park Master Plan.

ANALYSIS: Proposals to the WCMP program are due in early November 2021. The WCMP grant request is \$96,000. A 60% (\$144,000) non-federal match is required, which will be provided by pending Wisconsin Department of Natural Resources (WDNR) Urban Non-Point Source (UNPS) (\$50,000) and Surface Water Management (SWM) (\$10,000) grants, a secured WDNR County Conservation Aids (CCA) (\$1,000) grant, a pending Fund For Lake Michigan (FFLM) (\$50,000) grant, a pending Brookby Foundation (\$20,000) grant, Parks contractual budget (\$10,000), and in-kind County staff time, travel and supplies (\$3,000) for a total project cost of approximately \$240,000.

FISCAL IMPACT:

Balance Current Year: NONE

Next Year's Estimated Cost: NONE (Additional Program Revenue \$96,000)

FUNDING SOURCE:

County Levy: X

Non-County Levy: X

Indicate source: WCMP, WDNR SWM, UNPS, and CCA, FFLM, and Brookby Foundation grants, Parks contractual budget, and in-kind County staff time, travel and supplies

RECOMMENDED MOTION: Approve the submittal and acceptance of a grant application by the Planning and Parks Department to the Wisconsin Coastal Management Program for groundwater investigation and stormwater wetland improvements at Virmond County Park.

ATTACHMENTS:

- P&P_Dept_WCMP_RFP Cover Memo 2022-23 (PDF)
- P&P_Dept_Virmond_ProposedWetlandExpansionMap (PDF)
- GrantApplicationSummary_NRC10052021_WCMP_VirmondWetland&Groundwater_ATSFinal092821 (PDF)



Tony Evers, Governor
Joel Brennan, Secretary
Dawn Vick, Division Administrator

DATE: August 16, 2021
TO: Interested Parties
FROM: Mike Friis, Manager
Wisconsin Coastal Management Program
SUBJECT: 2022-23 Wisconsin Coastal Management Program Grants Available

The Wisconsin Coastal Management Program (WCMP) is seeking proposals to enhance, preserve, protect and restore resources within the state's coastal zone – all counties adjacent to Lakes Superior and Michigan, with their nearly 1000 miles of shoreline. We anticipate awarding up to \$1.5 million in grant funding.

WCMP Grants are available for coastal wetland protection and habitat restoration, nonpoint source pollution control, coastal resource and community planning, Great Lakes education, public access and historic preservation. **Applications are due November 5, 2021.**

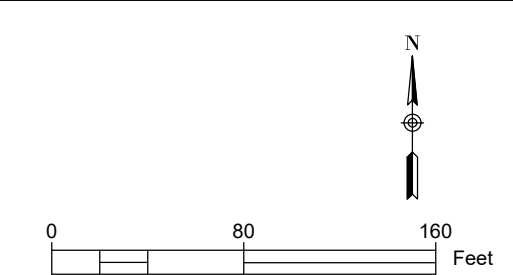
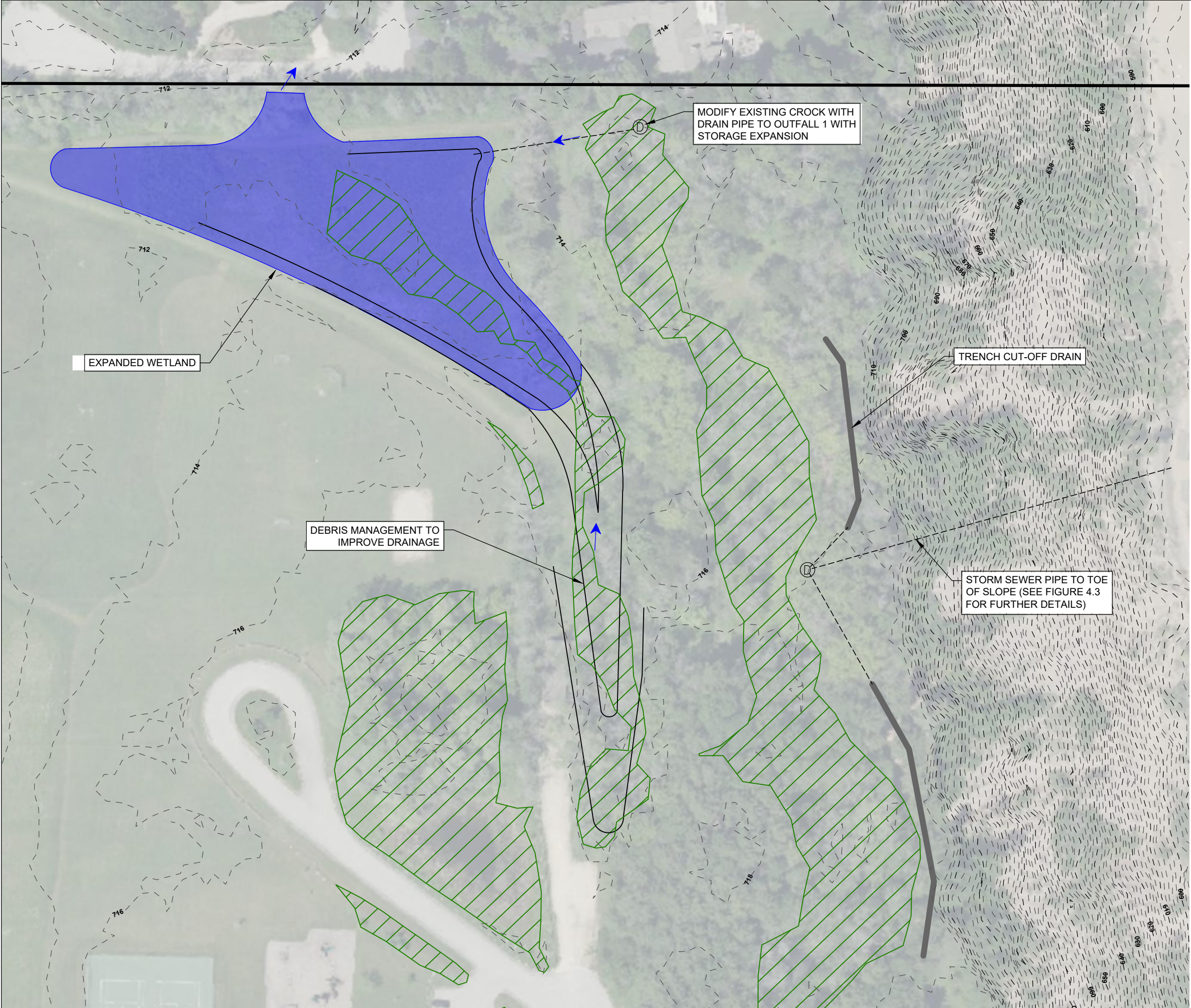
Applicants are encouraged to contact WCMP staff early to discuss ideas for project proposals and application requirements.

When developing proposals, please pay close attention to the following items:

- Application materials and the Request for Proposals are available on the WCMP website (<http://coastal.wisconsin.gov>).
- There is a cost-share requirement for all projects. Matching funds must be from non-federal sources, and may be in the form of in-kind contributions.
- For habitat restoration and construction projects, be sure to include copies of all required permits or permit applications and title documentation with the application materials.
- For all projects, be sure to include copies of required documentation and letters of support.

A recorded presentation will be made available and posted at <http://coastal.wisconsin.gov>. For more information please contact staff at coastal@wisconsin.gov.

Attachment: P&P_Dept_WCMP_RFP Cover Memo 2022-23



- LEGEND:**
- PROPERTY BOUNDARY
 - EXISTING CONTOURS (MAJOR - 10' INTERVAL)
 - EXISTING CONTOURS (MINOR - 2' INTERVAL)
 - MAPPED WETLANDS (WISCONSIN WETLAND INVENTORY)
 - PREVIOUSLY DELINEATED WETLAND
 - CONCEPTUAL CATCH BASIN
 - CONCEPTUAL STORM SEWER PIPE
 - CONCEPTUAL TRENCH CUT-OFF DRAIN
 - PROPOSED GRADING CONTOURS
 - CONCEPTUAL EXPANDED WETLAND
 - STORMWATER FLOW DIRECTION

- GENERAL NOTES:**
- AERIAL BASE MAP WAS OBTAINED FROM AUTOCAD CIVIL 3D ONLINE IMAGERY (2011).
 - DRAINAGE AREAS WERE DELINEATED UTILIZING A BASE MAP OF EXISTING TOPOGRAPHY OBTAINED FROM OZAUKEE COUNTY AND ON-SITE OBSERVATIONS.
 - CULVERT LOCATIONS WERE OBTAINED FROM VISUAL OBSERVATIONS, COUNTY PROVIDED, AND CITY OF MEQUON DATA.

9.a.1.b
247 W. FRESHWATER WAY, SUITE 410
MILWAUKEE, WI 53204
PHONE: (414) 810-1245
WWW.STORMWATER-SOLUTION-ENGINEERING.COM

GZA GeoEnvironmental
Engineers and Scientists
www.gza.com
17975 WEST SARAH LANE, SUITE
BROOKFIELD, WI 53045
PHONE: (262) 754-2560
WWW.GZA.COM

OZAUKEE COUNTY
PLANNING AND PARKS DEPARTMENT
121 W MAIN ST, #220
PORT WASHINGTON, WI 53074

SHEET NAME:
CONCEPTUAL DRAINAGE DESIGN - AREA 1

PROJECT NAME:
SURFACE WATER AND GROUNDWATER STUDY FOR VIRMOND PARK

PROJECT ADDRESS:
10606 NORTH LAKESHORE DRIVE

ISSUED FOR:	REV:	DATE

DRAWN BY:	KLK
REVIEWED BY:	ARC
APPROVED BY:	CBG
DATE:	July 2021

SEAL AND SIGNATURE

PROJECT NUMBER:

SITE NUMBER:

FIGURE

Packet Pg. 70

Attachment: P&P_Virmond_ProposedWetlandExpansionMap

GRANT APPLICATION SUMMARY

Project Name: Stormwater Wetland and Groundwater Investigation at Virmond County Park
Grant Name/Agency: Wisconsin Coastal Management Program **CFDA/State ID:**
Department: Planning & Parks
Total Project Amount: \$240,000 **Grant Match Required:** 60%

Exp Acct.
Rev Acct.

Preparer: Matt Aho
Approver: Andrew Struck

Strategy: (Linkages to other planning efforts)

- Comprehensive Plan for Ozaukee County: 2035 (P. 176, 277, 279-282, 452, 456)
- Ozaukee County Land and Water Resource Management Plan (P. 49, 89)
- Park and Open Space Plan for Ozaukee County (P. 18, 96, 98)
- Ozaukee County Strategic Plan 2020-2024 (P. 11)
- Final Draft of the Virmond County Park Master Plan

Project Scope and Expectations

- Stormwater management, wetland restoration and green infrastructure at Virmond County Park
- Wetland Restoration for Stormwater Management
- Wetland delineations
- Groundwater well installation

Other Grants Supporting Project

	Status	Amount
▪ WDNR UNPS, SWM	Pending	\$60,000
▪ FFLM	Pending	\$50,000
▪ Brookby Fnd	Pending	\$20,000
▪ WDNR CCA	Secured	\$1,000

Project Partners:

- WDNR
- FFLM
- Brookby Fnd
- Private Landowners

Project Landowner Upon Completion:

- Ozaukee County

GRANT EXPENSE

Operational Expense	\$
Salaries & Benefits	\$20,000
Contractual (E&D)	\$21,000
Contractual (HWY)	\$55,000
Capital Expense	\$
TOTAL	\$96,000
% PROJECT	40%

GRANT/PROJECT MATCH

Operational Match	\$
Salaries and Benefits	\$3,000
Contractual	\$10,000
Other Grants	\$
WDNR UNPS, SWM	\$60,000
FFLM	\$50,000
Brookby Fnd	\$20,000
WDNR CCA	\$1,000
TOTAL	\$144,000
% MATCH	60%

GRANT SUPPORTED STAFF

Positon	\$
Director	
Program Manager	
Planning & GIS Specialist	
Conservation Biologist	
Program Assistant II	
TOTAL	\$0

DEPARTMENT REVENUES

Department	\$
Salaries & Benefits	\$20,000
Contractual (HWY)	\$50,000
TOTAL	\$70,000

Project Risks:

- Weather/site conditions
- Contractor availability
- Timelines
- Pending grant match funding

Comments

- Overall estimated costs without final E&D
- Serve as match for other grants
- Overall project costs ~ \$235,000

Major Milestones

Major Milestones	Date
Award Notification	Jul-22
Engineering and Design Plans	Nov-22
Construction and Restoration	Jul-23
Duration: 12 months	Extension: NA

Attachment:

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: October 5, 2021
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Contract for Professional Services for Design and Engineering for Fish Passage Impediment Remediation Projects

BACKGROUND INFORMATION: The Ozaukee County Planning and Parks Department has solicited proposals from consultants to provide professional services for the design, engineering, bid support, and construction related services for multiple fish passage impediment remediation projects. Specifically, secured US Fish and Wildlife Service (USFWS) Fish Passage Program, Fund for Lake Michigan (FFLM), and Brookby Foundation grants are supporting the remediation of several identified fish passage impediments on Mole and Tendick Creeks in the Town of Saukville, Sucker Brook Creek in the Town of Port Washington, and on Silver Beach Creek in the Town of Belgium. Project activities will likely include culvert replacement, in-stream grade controls, and bank and in-stream structure restoration.

ANALYSIS: The USFWS, FFLM, and Brookby Foundation grants have tight timelines to meet critical goals and deadlines. The Planning and Parks Department solicited proposals from 11 consulting firms and did not receive any proposals by the original proposal deadline of August 24, 2021. Department staff extended the proposal deadline to September 24, 2021, and received three qualification-based proposals from raSmith, Cardno and Inter-fluve, with base bid services ranging from \$55,488 to \$190,668 (see attached proposal summary). The proposals were reviewed for completeness, technical merit, relevant consultant experience, staff qualifications, cost, and additional details necessary to meet critical project goals and schedules. raSmith and their subconsultant Fish Creek Restoration LLC demonstrated their experience and expertise in similar projects throughout their proposal, and provided specific details regarding key personnel and expert qualifications. raSmith is also working on the CTH W reconstruction project in the Village of Saukville in coordination with the Highway and Planning and Parks Departments. The raSmith proposal represents a lump sum fee for base services at all project sites, with lump sum fees for optional services listed by individual site. Construction and restoration activities will likely be completed by local force account support (e.g., Highway Department). Most optional services are related to public bidding and private contractor coordination, if required for some projects. Project costs are within budget and will be provided for from the existing USFWS, FFLM, and Brookby Foundation grants. The raSmith base services proposal amount is \$55,488 and staff recommends adding \$34,512 to the contract price to cover optional items as needed for a total not to exceed sum of \$90,000.

FISCAL IMPACT:

Balance Current Year: \$25,000

Next Year's Estimated Cost: \$65,000

FUNDING SOURCE:

County Levy:

Non-County Levy: X

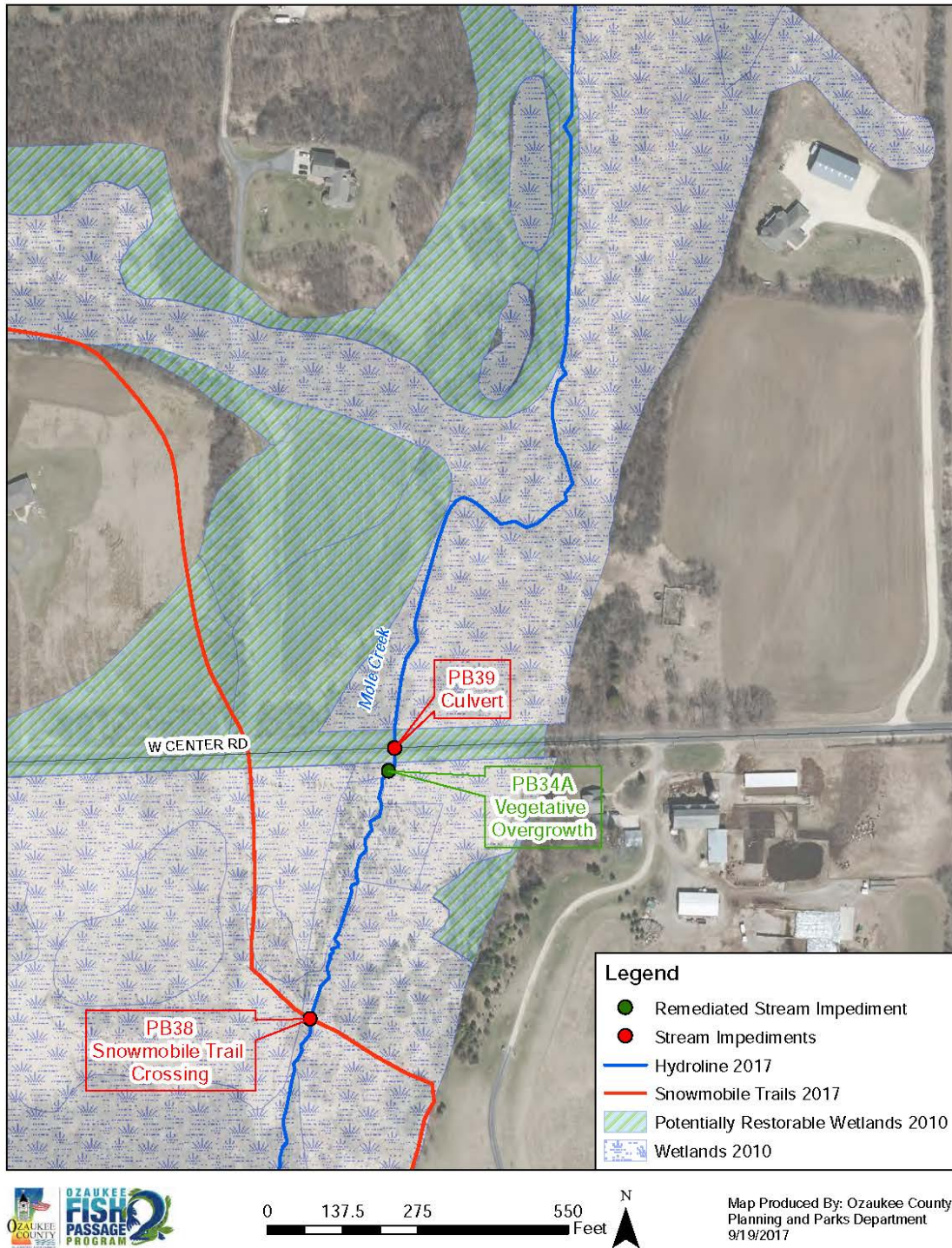
Indicate source: USFWS, FFLM & Brookby Foundation grants

RECOMMENDED MOTION: Approve negotiation and signing of a professional services contract by the Planning and Parks Department with raSmith for a not to exceed sum of \$90,000 for the design, engineering, bid support, and construction related services for fish passage impediment remediation projects. This contract is contingent upon negotiation of professional services contract terms satisfactory to the Ozaukee County Planning and Parks Department.

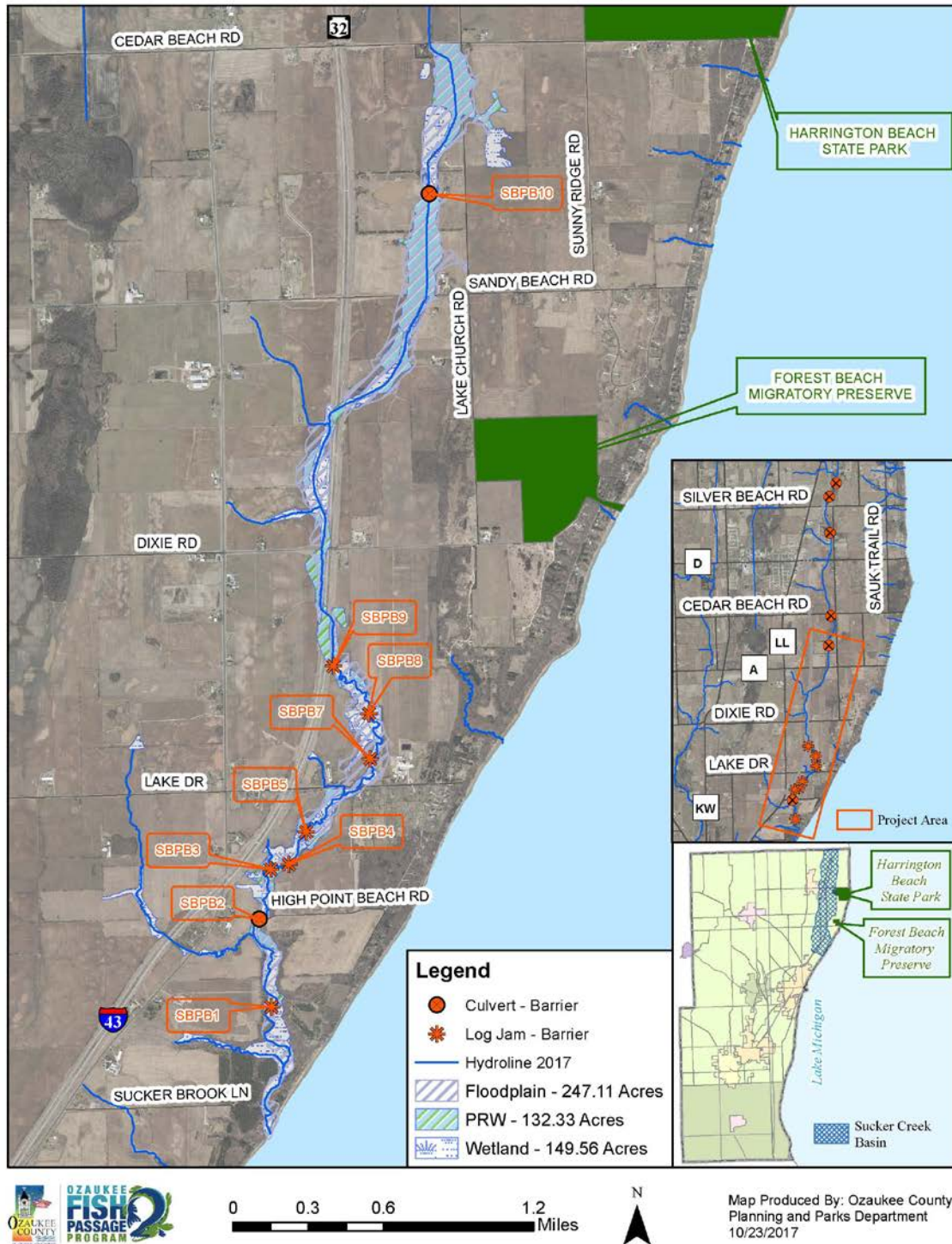
ATTACHMENTS:

- P&P_Dept_FishPassageImpedimentMaps (PDF)
- P&P_Dept_FishPassageE&DProposalSummary (PDF)

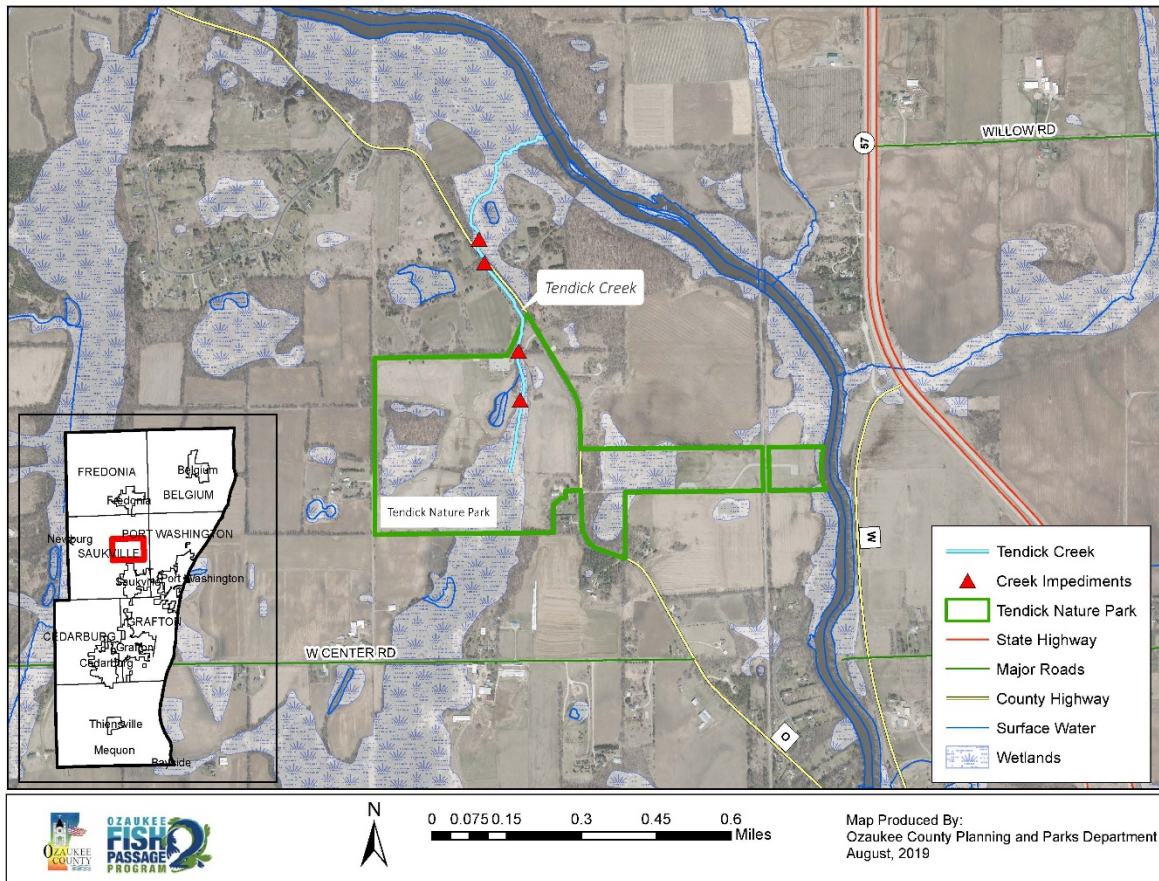
Mole Creek - Stream Impediments



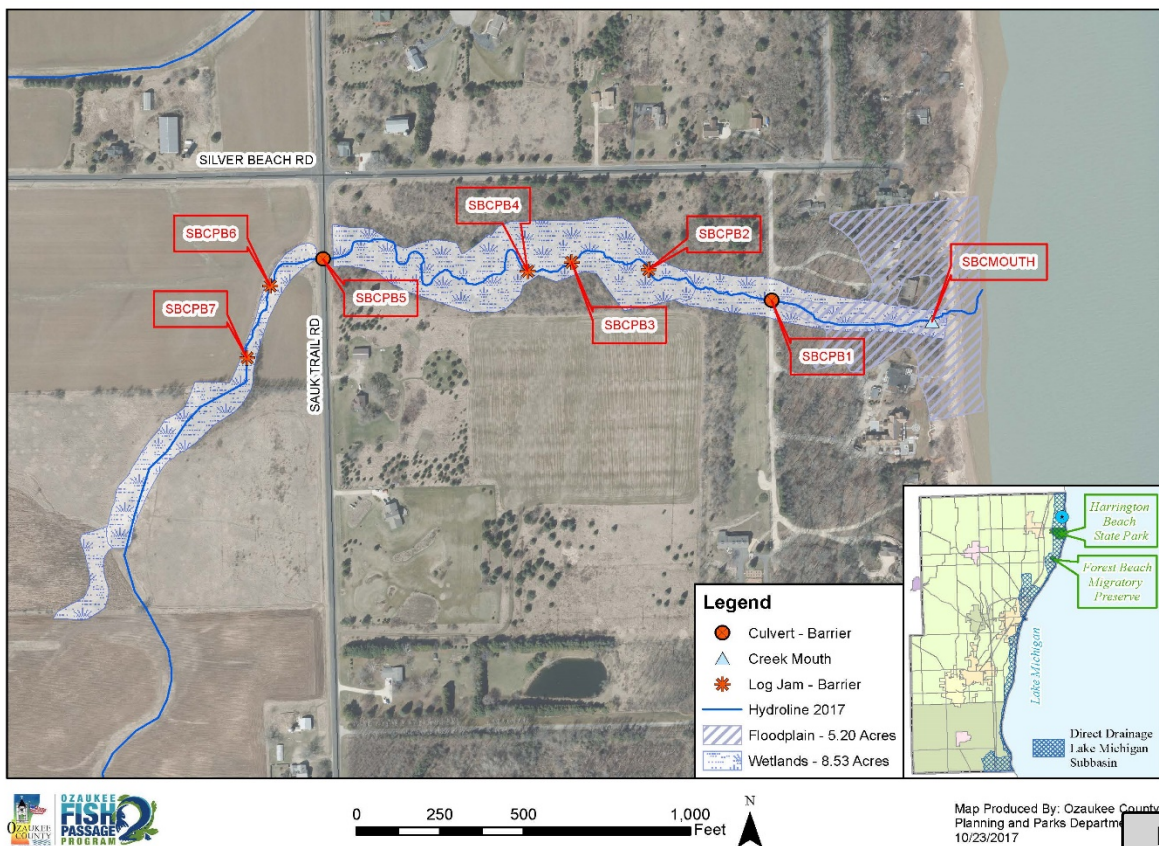
Sucker Brook Creek - Stream Impediments



Suspected Impediments - Tendick Creek



Silver Beach Creek - Stream Impediments



Professional Consulting Services for Fish Passage Impediment Remediation Projects - 2021-2022 Proposal Summary		
Consultant	Base Services Proposal Amount	Optional Services - All Services at All Sites
raSmith	\$55,488	\$79,340
Cardno	\$121,615	\$118,025
inter-fluve	\$190,668	\$124,775
Staff Recommendation		

Proposals solicited from:

M Squared Engineering, LLC

Alfred Benesch & Company

Fish Creek Restoration LLC

raSmith

Kapur & Associates

GRAEF

EA Engineering, Science, and Technology, Inc.

Inter-Fluve

Stantec

Short Elliot Hendrickson Inc.

Cardno

Natural Resources Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	October 5, 2021
DEPARTMENT:	Planning and Parks
DIRECTOR:	Andrew Struck
PREPARER:	Cindy DeGroot

Agenda Summary Planning & Parks Reports

ATTACHMENTS:

- 115_221_222_503 reports (PDF)

Ozaukee County Committee Report
General Fund Park Commission

9.c.1.a

For the Eight Months Ending Tuesday, August 31, 2021
Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2021 YTD Actual	2021 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	\$16,500	\$16,500	\$33,600	\$17,100	49.11%
Public Charges for Services	\$3,708	\$27,413	\$40,875	\$13,462	67.07%
Other Revenue	\$8,995	\$17,449	\$24,500	\$7,051	71.22%
Total Revenues	\$29,203	\$61,362	\$98,975	\$37,613	62.00%
Expenditures					
Salaries	\$36,543	\$238,801	\$464,105	\$225,304	51.45%
Fringe Benefits	\$9,162	\$72,917	\$126,282	\$53,365	57.74%
Travel/Training	\$600	\$2,101	\$7,450	\$5,349	28.20%
Supplies	\$9,051	\$35,680	\$103,115	\$67,435	34.60%
Purchased Services	\$7,775	\$81,237	\$286,050	\$204,813	28.40%
Interdepartment Charges	\$4,626	\$53,721	\$156,506	\$102,785	34.33%
Other Expenses	\$1,021	\$15,901	\$18,892	\$2,991	84.17%
Total Operating Expenditures	\$68,778	\$500,358	\$1,162,400	\$662,042	43.05%
Capital Outlay					
Buildings & Land	-	-	\$230,000	\$230,000	0.00%
Total Capital Outlay	-	-	\$230,000	\$230,000	0.00%
Total Expenditures	\$68,778	\$500,358	\$1,392,400	\$892,042	35.93%
Other Finance (Sources)	-	(\$80,000)	(\$408,200)	(\$328,200)	19.60%
Net Other Financing Sources/Uses	-	(\$80,000)	(\$408,200)	(\$328,200)	19.60%
Net Increase (Decrease)	(\$39,575)	(\$358,996)	(\$885,225)	(\$526,229)	40.55%

Equity:

Attachment: 115_221_222_503 reports (Planning & Parks Dept Reports)

Ozaukee County Committee Report
Special Revenue Fund Parks Projects
For the Eight Months Ending Tuesday, August 31, 2021
Profit and Loss Statement ACTUAL TO AMENDED BUDGET

9.c.1.a

	Current Month Actual	2021 YTD Actual	2021 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	-	-	\$1,298,216	\$1,298,216	0.00%
Other Revenue	\$31,997	\$66,438	\$86,797	\$20,359	76.54%
Total Revenues	\$31,997	\$66,438	\$1,385,013	\$1,318,575	4.80%
Expenditures					
Salaries	\$4,530	\$34,974	\$52,551	\$17,577	66.55%
Fringe Benefits	\$1,359	\$11,424	\$11,982	\$558	95.34%
Travel/Training	\$61	\$261	-	(\$261)	0.00%
Supplies	\$680	\$47,765	\$43,897	(\$3,868)	108.81%
Purchased Services	-	\$77,926	\$60,000	(\$17,926)	129.88%
Interdepartment Charges	-	\$13,475	\$78,000	\$64,525	17.28%
Total Operating Expenditures	\$6,630	\$185,825	\$246,430	\$60,605	75.41%
Capital Outlay					
Buildings & Land	-	-	\$1,138,290	\$1,138,290	0.00%
Total Capital Outlay	-	-	\$1,138,290	\$1,138,290	0.00%
Total Expenditures	\$6,630	\$185,825	\$1,384,720	\$1,198,895	13.42%
Net Increase (Decrease)	\$25,367	(\$119,387)	\$293	\$119,680	-40746.42%
Equity:					
Governmental Fund Balance	-	(\$95,651)	-	\$95,651	0.00%

Attachment: 115_221_222_503 reports (Planning & Parks Dept Reports)

Ozaukee County Committee Report
Special Revenue Fund Ozaukee Water Projects
For the Eight Months Ending Tuesday, August 31, 2021
Profit and Loss Statement ACTUAL TO AMENDED BUDGET

9.c.1.a

	Current Month Actual	2021 YTD Actual	2021 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	\$2,389	\$78,542	\$187,500	\$108,958	41.89%
Other Revenue	-	\$2,500	\$299,450	\$296,950	0.83%
Total Revenues	\$2,389	\$81,042	\$486,950	\$405,908	16.64%
Expenditures					
Salaries	\$13,385	\$102,042	\$272,361	\$170,319	37.47%
Fringe Benefits	\$4,863	\$41,803	\$81,579	\$39,776	51.24%
Travel/Training	-	\$641	-	(\$641)	0.00%
Supplies	\$244	\$2,018	-	(\$2,018)	0.00%
Purchased Services	-	\$4,677	\$10,000	\$5,323	46.77%
Interdepartment Charges	\$43,186	\$183,638	\$123,302	(\$60,336)	148.93%
Total Operating Expenditures	\$61,678	\$334,819	\$487,242	\$152,423	68.72%
Capital Outlay					
Total Expenditures	\$61,678	\$334,819	\$487,242	\$152,423	68.72%
Net Increase (Decrease)	(\$59,289)	(\$253,777)	(\$292)	\$253,485	86909.93%
Equity:					
Governmental Fund Balance	-	(\$350,263)	-	\$350,263	0.00%

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For the Eight Months Ending Tuesday, August 31, 2021

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2021 YTD Actual	2021 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Public Charges for Services	\$676,807	\$1,424,718	\$1,871,079	\$446,361	76.14%
Other Revenue	(\$4,454)	(\$1,610)	\$16,500	\$18,110	-9.76%
Total Revenues	\$672,353	\$1,423,108	\$1,887,579	\$464,471	75.39%
Expenditures					
Salaries	\$77,796	\$438,573	\$692,177	\$253,604	63.36%
Fringe Benefits	\$19,220	\$139,100	\$237,006	\$97,906	58.69%
Travel/Training	\$662	\$5,098	\$11,350	\$6,252	44.92%
Supplies	\$19,516	\$174,409	\$317,250	\$142,841	54.98%
Purchased Services	\$22,293	\$98,108	\$132,800	\$34,692	73.88%
Interdepartment Charges	\$3,966	\$29,890	\$48,106	\$18,216	62.13%
Depreciation	\$24,946	\$199,567	\$305,350	\$105,783	65.36%
Other Expenses	\$9,720	\$41,413	\$63,540	\$22,127	65.18%
Total Operating Expenditures	\$178,119	\$1,126,158	\$1,807,579	\$681,421	62.30%
Capital Outlay					
Equipment & Furniture	\$29,643	\$304,371	\$237,000	(\$67,371)	128.43%
Buildings & Land	-	\$4,566	\$24,000	\$19,434	19.03%
Contra	(\$238,694)	(\$238,694)	(\$261,000)	(\$22,306)	91.45%
Total Capital Outlay	(\$209,051)	\$70,243	-	(\$70,243)	0.00%
Total Expenditures	(\$30,932)	\$1,196,401	\$1,807,579	\$611,178	66.19%
Other Finance Uses	-	\$80,000	\$80,000	-	100.00%
Net Other Financing Sources/Uses	-	\$80,000	\$80,000	-	100.00%
Net Increase (Decrease)	\$703,285	\$146,707	-	(\$146,707)	0.00%
Equity:					
Retained Earnings	-	(\$668,023)	-	\$668,023	0.00%