

CHIPPEWA COUNTY

LAND CONSERVATION & FOREST MANAGEMENT COMMITTEE

REGULAR MEETING

JANUARY 15, 2025

CHIPPEWA COUNTY COURTHOUSE, RM 302

11:00 AM

1. CALL TO ORDER

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Charles Bomar	Chippewa County	District 12, Chair	Present	
Matthew Peterson	Chippewa County	District 10, Vice-Chair	Present	
James Flater	Chippewa County	District 1	Present	
Jason Bergeron	Chippewa County	District 7	Present	
Joel Seidlitz	Chippewa County	District 9	Present	
Rocky Kempe	Chippewa County	District 16	Present	
James Pingel	Chippewa County	Citizen Rep	Present	

All supervisors were present.

Agency staff present at times throughout the meeting were R. Scholz (Co. Administrator), K. Clow, M. Hansen, E. Lee, L. Schweikert, and J. Schemenauer - Recorder (LCFM).

There were no members of the public present.

3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

There were no members of the public wishing to speak.

4. CONSENT AGENDA

The Chair noted that the February LCFM Committee meeting date and time has been changed to February 26, 2025 at 1:00 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Flater, District 1
SECONDER:	Matthew Peterson, District 10, Vice-Chair
AYES:	Bomar, Peterson, Flater, Bergeron, Seidlitz, Kempe, Pingel

1. Approve the Agenda

2. Approve the Minutes

Land Conservation & Forest Management Committee - Regular Meeting - Dec 18, 2024 11:00 AM

3. Schedule Next Meeting Date - 2/26/25 at 1:00 P.M.

5. REPORTS

Land Conservation & Forest Management Committee

Minutes

January 15, 2025

Regular Meeting

Chippewa County Courthouse, Rm 302

11:00 AM

1. 2025 Powder Keg Race Permit Agreement Cancellation - Matt Hansen
M. Hansen presented an oral report. He indicated that he was advised that the Powder Keg Race will not be held this year.
2. Introduce Lake Wissota Stewardship Project Winter Intern - Lynda Schweikert
L. Schweikert introduced Emily Lee, the 2025 Lake Wissota Stewardship Project Winter Intern.
3. Discussion on Resolution Supporting Local Control for the Regulation of Nitrate Utilization in Agricultural Applications and Private Onsite Waste Treatment Systems to Protect Water Quality and Public Health - Lynda Schweikert
L. Schweikert presented an oral report. The report was supported by a draft resolution titled: A Resolution Supporting Local Control for the Regulation of Nitrate Utilization in Agricultural Applications and Private Onsite Waste Treatment Systems to Protect Water Quality and Public Health, (Distributed 1/9/25 - copy on file & attached). The draft resolution advocates for local control over nitrate utilization as a means to protect water quality and public health.

There was general discussion. Discussion focused on:

1. What implementation would look like to ensure 590 plans are being followed, as filed with Chippewa County.
2. Development alongside the Comprehensive Plan with the Planning & Zoning Committee.
4. WI Land + Water Conference, March 5-7, 2025 - Lynda Schweikert
L. Schweikert presented an oral report. The report was supported by an announcement by the WI Land+Water Conservation Association providing information on their 72nd annual conference to be held in Green Bay, WI on March 5-7, 2025.

6. BUSINESS ITEMS

1. Restatement of Cooperative Agreement Between Chippewa County & the Lake Wissota Improvement & Protection Association to Implement Lake Wissota Stewardship Project - Lynda Schweikert
L. Schweikert presented an oral report. The report was supported by the following materials:
 1. Agreement titled: Cooperative Agreement Between the Lake Wissota Improvement & Protection Association and the Chippewa County Land Conservation & Forest Management Committee to Implement the Lake Wissota Stewardship Project, (LCFM 9/20/17 - Distributed 1/9/25 - copy on file & attached). The agreement established roles and responsibilities of the LWIPA and the LCFM to implement the Lake Wissota Stewardship Project, as well as provided the framework for establishing annual goals, work plans, and budgets.
 2. Amended agreement titled: First Amendment to Cooperative Agreement Between the Lake Wissota Improvement & Protection Association and the Chippewa County Land Conservation & Forest Management Committee to Implement the Lake Wissota Stewardship Project, (LCFM - Distributed 1/9/25 - copy on file & attached). The amendment indicates that the agreement be extended for one year terms, no later than March 31 of the year that is two (2) years prior to the year that is mutually agreed upon.

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3. Amended agreement titled: Second Amendment to Cooperative Agreement Between the Lake Wissota Improvement & Protection Association and the Chippewa County Land Conservation & Forest Management Committee to Implement the Lake Wissota Stewardship Project, (LCFM - Distribute 1/9/25 - copy on file & attached). The amendment agrees to a one-year extension of the agreement through 12/31/25 by both parties.
4. Amended agreement titled: Third Amendment to Cooperative Agreement Between Lake Wissota Improvement & Protection Association and the Chippewa County Land Conservation & Forest Management Committee to Implement the Lake Wissota Stewardship Project, (LCFM - Distributed 1/9/25 - copy on file & attached). The amendment agrees to a one-year extension of the agreement through 12/31/26 by both parties.
5. Revised agreement titled: Cooperative Agreement Between the Lake Wissota Improvement & Protection Association and the Chippewa County Land Conservation & Forest Management Department to Implement the Lake Wissota Stewardship Project, (LCFM 1/15/25 - Distributed 1/9/25 - copy on file & attached). The revised agreement shows changes to the original 9/20/17 agreement whereby the Land Conservation & Forest Management Department is now the lead public agency and will implement the Department of Administration contract approval process in the future.

There was general discussion.

Motion to change the approval of the agreement to DOA for restatement of the Cooperative Agreement Between Chippewa County & the Lake Wissota Improvement & Protection Association (LWIPA) to Administer the Lake Wissota Stewardship Project (LWSP), as presented: Flater/Kempe. Motion carried by voice vote.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Flater, District 1
SECONDER:	Rocky Kempe, District 16
AYES:	Bomar, Peterson, Flater, Bergeron, Seidlitz, Kempe, Pingel

2. 2025 Living Land Endowment Fund Advisor Recommendation - Lynda Schweikert
L. Schweikert provided an oral report. The report was supported by the following documents:
 1. Correspondence, summary of fund activity for the Living Land Endowment Fund, Donor Advised Disbursement Form, and Frequently Asked Questions about Spending Policy 2024, from the Community Foundation of Chippewa County to L. Schweikert, (12/12/24 - Distributed 1/9/25 - copy on file & attached).
 2. Agreement titled: Community Foundation of Chippewa County, Inc. Letter of Agreement for a Donor Advised Endowment Fund, (Distributed 1/9/25 - copy on file & attached). The agreement establishes the Living Land Endowment Fund, to be administered through the Community Foundation of Chippewa County, Inc.

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3. Proposal titled: A Proposal to Establish the Living Land Endowment Fund and the Current Project Pass-Through Fund to Preserve Land and Natural Areas, (LCFM 6/6/06 - Distributed 1/9/25 - copy on file & attached). The proposal outlines the objectives and purpose of the Project Pass-through Fund and the Living Land Endowment Fund, as well as the establishment of an Advisory Committee to recommend grant awards.
4. Portion of Chapter 2, General Government and Administration - Chippewa County Code of Ordinances, Land Conservation and Forest Management Committee (12/11/24 - distributed 1/9/25 - copy on file & attached). The section of the ordinance appoints the LCFM Committee as the Community Foundation of Chippewa County Advisory Committee. The Advisory Committee provides recommendations to the Community Foundation Grants Committee for grant awards to be made by the Community Foundation to eligible organizations or local units of government.

There was general discussion. Discussion focused on the Committee's recommendation to either reinvest the grant funds back into the account or to send out a request for project applications.

Motion to roll the \$1,455 (amount available for grant disbursement) back into the grant: Flater/Bergeron.
Motion carried by voice vote.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Flater, District 1
SECONDER:	Jason Bergeron, District 7
AYES:	Bomar, Peterson, Flater, Bergeron, Seidlitz, Kempe, Pingel

7. AGENDA ITEMS FOR FUTURE CONSIDERATION

The Chair suggested that a future agenda item would be to develop disbursement criteria for the Living Land Endowment Fund.

8. ADJOURN

Motion to adjourn: Seidlitz/Kempe. Motion carried at 11:51 a.m. by voice vote.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Seidlitz, District 9
SECONDER:	Rocky Kempe, District 16
AYES:	Bomar, Peterson, Flater, Bergeron, Seidlitz, Kempe, Pingel

CHIPPEWA COUNTY

LAND CONSERVATION & FOREST MANAGEMENT COMMITTEE

REGULAR MEETING

DECEMBER 18, 2024

CHIPPEWA COUNTY COURTHOUSE, RM 302

11:00 AM

1. CALL TO ORDER

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Charles Bomar	Chippewa County	District 12, Chair	Present	
Matthew Peterson	Chippewa County	District 10, Vice-Chair	Present	
James Flater	Chippewa County	District 1	Present	
Jason Bergeron	Chippewa County	District 7	Present	
Joel Seidlitz	Chippewa County	District 9	Present	
Rocky Kempe	Chippewa County	District 16	Present	
James Pingel	Chippewa County	Citizen Rep	Present	

All supervisors were present.

Agency staff present at times throughout the meeting were R. Scholz (Co. Administrator), T. Pauls (Corporation Counsel), C. McTaggart (DNR), K. Clow, M. Hansen, L. Richardson, L. Schweikert, E. Theiler, and J. Schemenauer - Recorder (LCFM).

Members of the public present at times throughout the meeting were V. Christianson, D. Hawkins, P. Krumenauer, J. Nelson, K. Schmitt, and B. Zimmerman.

3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

P. Krumenauer, Chippewa Valley ATV Council, addressed the Committee. He thanked the Committee for continuing to work with the ATV organization.

B. Zimmerman, Friends of Hickory Ridge Trails, addressed the Committee. He thanked the Committee for taking the time to consider their request for a permit for the 2025 Powder Keg Race.

K. Schmitt addressed the Committee. He gave a brief history of groundwater testing that the LCFM has conducted through the years and previous LCFM Committee involvement in groundwater issues.

4. CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Flater, District 1
SECONDER:	Jason Bergeron, District 7
AYES:	Bomar, Peterson, Flater, Bergeron, Seidlitz, Kempe, Pingel

1. Approve the Agenda

2. Approve the Minutes

Minutes Acceptance: Minutes of Dec 18, 2024 11:00 AM (Consent Agenda)

Land Conservation & Forest Management Committee

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Land Conservation & Forest Management Committee - Regular Meeting - Nov 20, 2024 11:00 AM

3. Schedule Next Meeting Date - 1/15/25

5. REPORTS

1. Discussion on County Options for Groundwater Protection - Lynda Schweikert

L. Schweikert opened the discussion and provided links to the following websites:

1. DRAFT 2019 State of Wisconsin targeted performance standard to abate nitrate pollution in areas of the state with highly permeable soils
[NR 151 rule changes for nitrate | Wisconsin DNR](https://dnr.wisconsin.gov/topic/nonpoint/nr151nitrate.html)
<<https://dnr.wisconsin.gov/topic/nonpoint/nr151nitrate.html>>

2. Minnesota Groundwater Protection Rule
[nfr Groundwater Protection Rule | Minnesota Department of Agriculture](https://www.mda.state.mn.us/nfr)
<<https://www.mda.state.mn.us/nfr>> <<http://www.mda.state.mn.us/nfr>>

3. State of Wisconsin CAFO Rules
[CAFOs, water permits and NR 243 | Wisconsin DNR](https://dnr.wisconsin.gov/topic/CAFO/WPDESnr243.html)
<<https://dnr.wisconsin.gov/topic/CAFO/WPDESnr243.html>>

There was general discussion. Discussion focused on:

1. Contributing factors that could lead to increased nitrate levels.
2. Local UWEX research projects on nitrate application in the County (cover crops, nitrate reduction).
3. Creation of an advisory resolution enhancing local control and requesting additional funding to continue programs that have been shown to reduce nitrate levels in the groundwater for submission to the State legislation.

There was general Committee agreement to draft an advisory resolution to forward to legislators in Madison.

6. BUSINESS ITEMS

1. 2025 Powder Keg Race Permit Agreement- Matt Hansen

M. Hansen presented an oral report. The report was supported by the following materials:

1. Form titled: Contract/Grant Approval Form, (Distributed 12/11/24 - copy on file & attached). The approval form provides information on the event permit request.
2. Agreement titled: Powder Key Race Chippewa County Forest Special Event Permit and Agreement, (Distributed 12/11/24 - copy on file & attached). The agreement grants exclusive use of the Hickory Edge Trailhead and certain segments of the Chippewa

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County Forest property trail network to conduct a ski, snowshoe, and mountain bike race.

3. Map titled: Attachment A - Powder Keg Race, (Distributed 12/11/24 - copy on file & attached). The map shows the tentative route of the race.

There was limited discussion.

Motion to approve the 2025 Powder Keg Race Permit, as presented: Flater/Kempe. Motion carried by voice vote.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Flater, District 1
SECONDER:	Rocky Kempe, District 16
AYES:	Bomar, Peterson, Flater, Bergeron, Seidlitz, Kempe, Pingel

2. Deer Lake Segment - Ice Age Trail Reroute Request & Maintenance Update - Matt Hansen
M. Hansen provided an oral report. The report was supported by a map titled: Deer Lake Reroute +/- 3000 feet of the Ice Age Trails, (Distributed 12/11/24 - copy on file & attached). The map shows the proposed reroute location of the Ice Age Trail along a section of the trail between Hwy E and Deer Fly Trail.

There was limited discussion.

Motion to approve the Ice Age Trail reroute and maintenance request, as presented: Kempe/Bergeron. Motion carried by voice vote.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rocky Kempe, District 16
SECONDER:	Jason Bergeron, District 7
AYES:	Bomar, Peterson, Flater, Bergeron, Seidlitz, Kempe, Pingel

3. Resolution to Approve the Annual Work Plan for the Land Conservation & Forest Management in 2024 - Matt Hansen
M. Hansen presented and the Committee reviewed a resolution titled: Resolution to Approve the 2025 Work Plan of the Forest and Trails Division of the Department of Land Conservation and Forest Management and to Authorize the County Forest Administrator to Apply for a County Forest Administration Grant from the State of Wisconsin Department of Natural Resources, (LCFM - Distributed 12/11/24 - copy on file & attached). Approval of the resolution will adopt an annual work plan for the Forest & Trails Department of the Land Conservation & Forest Management in 2025 and will authorize the County Forest Administrator to apply for a grant from the DNR. The grant is needed to accomplish the work specified in the plan.

There was general discussion. Discussion focused on:

1. Activities in the plan that will be completed in the County Forest in 2025.
2. Special Use Units and Type B Tax Deed parcels.

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Motion to approve the 2025 annual work plan of the Forest & Trails Division and forward to the County Board: Flater/Peterson. Motion carried by voice vote.

RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 1/14/2025 6:00 PM
MOVER:	James Flater, District 1	
SECONDER:	Matthew Peterson, District 10, Vice-Chair	
AYES:	Bomar, Peterson, Flater, Bergeron, Seidlitz, Kempe, Pingel	

4. SWRM 2024-2025 Grant Funds Extension - Lisa Richardson
L. Richardson presented an oral report. The report was supported by a table titled: Chippewa County's Request to Extend Cost-Share Contracts from 2024 to 2025, (Distributed 12/11/24 - copy on file & attached). She explained the SWRM funding process to extend the 2024 contracted funds into 2025.

There was limited discussion.

Motion to approve the grant extension, as presented: Peterson/Kempe. Motion carried by voice vote.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matthew Peterson, District 10, Vice-Chair
SECONDER:	Rocky Kempe, District 16
AYES:	Bomar, Peterson, Flater, Bergeron, Seidlitz, Kempe, Pingel

5. Consider and Rank LCFM CIP Projects (2026-2030) - Lynda Schweikert
L. Schweikert presented an oral report. The report was supported by the following materials:
1. Schedule titled: 2026-2030 Capital Improvement Plan Calendar, (Distributed 12/11/24 - copy on file & attached).
 2. Spreadsheet titled: Department of Land Conservation & Forest Management, 2026 Capital Improvement Plan Ranking at 12/18/24 Committee Meeting, (LCFM 12/2/24 - Distributed 12/11/24 - copy on file & attached).
 3. Spreadsheet titled: Department of Land Conservation & Forest Management, Capital Improvement Plan Requests & Adjustments, (LCFM 12/2/24 - Distributed 12/11/24 - copy on file & attached).
 4. Forms titled: Capital Improvement Program (CIP) Justification Forms for the LCFM for 2026-2030 fiscal years (Distributed 12/11/24 - copy on file & attached).

There was general discussion.

Motion to approve the CIP plan ranking, as presented: Flater/Kempe. Motion carried by voice vote.

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Land Conservation & Forest Management Committee

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Chippewa County Courthouse, Rm 302

11:00 AM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Flater, District 1
SECONDER:	Rocky Kempe, District 16
AYES:	Bomar, Peterson, Flater, Bergeron, Seidlitz, Kempe, Pingel

7. AGENDA ITEMS FOR FUTURE CONSIDERATION

Supervisor Bergeron noted that, pending Corporation Counsel review, the Planning & Zoning Committee could be a co-partner of the advisory resolution.

8. ADJOURN

Motion to adjourn: Seidlitz/Bergeron. Motion carried at 11:54 a.m. by voice vote.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Seidlitz, District 9
SECONDER:	Jason Bergeron, District 7
AYES:	Bomar, Peterson, Flater, Bergeron, Seidlitz, Kempe, Pingel

Minutes Acceptance: Minutes of Dec 18, 2024 11:00 AM (Consent Agenda)

STATEMENT OF EXPLANATION
2025 POWDER KEG RACE PERMIT AGREEMENT CANCELLATION

On December 18, 2024, the Land Conservation & Forest Management Committee approved the 2025 Powder Keg Race Permit, as presented, for a ski, snowshoe, and mountain bike racing event in the County Forest on February 1, 2025.

The Land Conservation & Forest Management Department has now been advised that the race will not be held.

STATEMENT OF EXPLANATION
INTRODUCE LAKE WISSOTA STEWARDSHIP PROJECT WINTER INTERN

Introduction of the new Lake Wissota Stewardship Project Winter Intern, Emily Lee, to the Land Conservation & Forest Management Committee.

STATEMENT OF EXPLANATION
DISCUSSION ON RESOLUTION SUPPORTING LOCAL CONTROL FOR THE
REGULATION OF NITRATE UTILIZATION IN AGRICULTURAL
APPLICATIONS AND PRIVATE ONSITE WASTE TREATMENT SYSTEMS TO
PROTECT WATER QUALITY AND PUBLIC HEALTH

A sample resolution to initiate discussion on the direction the Land Conservation & Forest Management Committee wishes to take on the issue of nitrate contamination in the groundwater and local control.

Draft Statement of Explanation

A RESOLUTION SUPPORTING LOCAL CONTROL FOR THE REGULATION OF NITRATE UTILIZATION IN AGRICULTURAL APPLICATIONS AND PRIVATE ONSITE WASTE TREATMENT SYSTEMS TO PROTECT WATER QUALITY AND PUBLIC HEALTH

This resolution is a proactive measure to advocate for local control over nitrate utilization as a means to protect water quality and public health. Nitrate contamination is a pressing issue in many areas, especially those with intensive agricultural practices or rapidly expanding housing developments. Elevated nitrate levels in groundwater can have serious public health consequences, particularly for vulnerable populations like infants and pregnant women.

Local governments often possess a deeper understanding of their region's unique environmental challenges. By granting local control, the state enables municipalities to implement targeted, effective solutions to reduce nitrate pollution and safeguard water supplies. Such measures could include limiting fertilizer applications in sensitive areas, promoting the adoption of cover crops, or requiring best practices for Private Onsite Waste Treatment Systems in developing areas.

Furthermore, this resolution requests additional state funding to support and expand successful local initiatives such as cover crop programs and public clean water campaigns. These initiatives are instrumental in reducing nitrate contamination and improving overall water quality. By investing in these proven strategies, the state can empower communities to address water quality concerns more effectively and ensure long-term environmental and public health benefits.

This resolution aligns with ongoing efforts to protect Wisconsin's natural resources and promote sustainable growth while ensuring that local communities have the tools they need to respond to emerging environmental and public health challenges. State lawmakers are urged to collaborate with local governments to advance legislation and funding that reflect these priorities.

A Draft RESOLUTION SUPPORTING LOCAL CONTROL FOR THE REGULATION OF NITRATE UTILIZATION IN AGRICULTURAL APPLICATIONS AND PRIVATE ONSITE WASTE TREATMENT SYSTEMS TO PROTECT WATER QUALITY AND PUBLIC HEALTH

WHEREAS, water quality is essential to the health, safety, and economic wellbeing of our community, and nitrate contamination poses significant risks to drinking water, public health, and environmental sustainability; and

WHEREAS, local governments are uniquely positioned to understand and address specific environmental and public health challenges within their jurisdictions, including the impact of agricultural and residential nitrate applications; and

WHEREAS, excessive nitrate applications on farms and noncompliant Private Onsite Waste Treatment Systems can contribute to groundwater contamination, impairing drinking water supplies and causing potential health issues such as methemoglobinemia (blue baby syndrome) and other long-term effects; and

WHEREAS, current state regulations may not adequately address the localized conditions or specific needs of communities that are disproportionately affected by nitrate contamination; and

WHEREAS, granting local control for the regulation of nitrate applications would empower counties, to implement evidence-based practices that are tailored to local conditions while complementing statewide efforts to reduce nitrate pollution; and

WHEREAS, additional funding is critical to support ongoing local programs such as the implementation of cover crops, public clean water initiatives, and other evidence-based strategies that have proven effective in reducing nitrate contamination and improving water quality; and

WHEREAS, collaborative partnerships between state and local governments are essential to addressing water quality concerns effectively and equitably;

NOW, THEREFORE, BE IT RESOLVED, that the Chippewa County Board of Supervisors urges state lawmakers to adopt legislation that grants local governments the authority to regulate nitrate utilization in agricultural applications and improve treatment of nitrates in Private Onsite Waste Treatment Systems to address water quality concerns in their communities; and

BE IT FURTHER RESOLVED, that the Chippewa County Board of Supervisors requests additional state funding to enhance and sustain local programs such as cover crops and funding to replace non-compliant Private Onsite Waste Treatment Systems, which are vital to mitigating nitrate contamination and protecting public health; and

BE IT FURTHER RESOLVED, that the Chippewa County Clerk is directed to forward a copy of this resolution to the Governor of Wisconsin, Wisconsin State Legislature, the Wisconsin Counties Association, and other relevant stakeholders.

STATEMENT OF EXPLANATION
WI LAND + WATER CONFERENCE, MARCH 5-7, 2025

Each year, WI Land+Water Conservation Association hosts an educational conference that provides valuable networking opportunities for conservationists across the State. Chippewa County LCFM is a member of the Association so committee members are eligible to attend.

The 2025 conference will be held March 5-7, 2025, at the KI Convention Center, Green Bay. Any LCFM committee members wishing to attend must let Lynda Schweikert know by January 27th, 2025, to register.



Announcing Our 72nd Annual Conference!

We're excited to announce that registration for our annual conference is now OPEN! The 72nd WI Land+Water annual conference will take place from March 5-7, 2025, at the beautiful KI Convention Center in Green Bay.

The conference kicks off on Wednesday, March 5, with our opening luncheon at 11:00AM, including youth speaker presentations and keynote. With 40 breakout sessions, the awards banquet, silent auction, raffles, annual business meeting, and networking opportunities, you won't want to miss it!

Registration

Cost:

Full Conference (W-F): \$350

Wednesday Only: \$140 / Thursday Only: \$185 / Friday Only \$125 / Spouse/Guest* \$145

When registering, please take time to choose which breakout session during each time slot you think you'll attend, as this helps us determine room sizes.

You'll have the choice to receive an invoice or pay via credit card (PayPal). Invoices will be emailed after registration closes in February. Disregard choice of "Operator Payment."

Extra fees apply to registrations after February 1, 2025 and for onsite registration. After February 2 you must register on-site.

Registrations are transferrable at any time. Cancellations received on or before February 21, 2025 will be refunded, minus a \$25 cancellation fee. Cancellations or no-shows at conference after February 21, 2025 will be liable for the entire conference fee. **Due to covering pre-paid costs, there are ABSOLUTELY NO EXCEPTIONS to the fee/cancellation schedule.**

*Spouse/Guest means a personal guest of the attendee, not a colleague or LCC member.

STATEMENT OF EXPLANATION
RESTATEMENT OF COOPERATIVE AGREEMENT BETWEEN CHIPPEWA
COUNTY & THE LAKE WISSOTA IMPROVEMENT & PROTECTION
ASSOCIATION (LWIPA) TO ADMINISTER THE LAKE WISSOTA
STEWARDSHIP PROJECT (LWSP)

The Lake Wissota Stewardship Project (LWSP) is a community based watershed and lake improvement initiative that has been sponsored by the Lake Wissota Improvement & Protection Association (LWIPA) and the Chippewa County Land Conservation & Forest Management Committee.

Under the project, technical and financial assistance are provided to landowners in the contributing watersheds to encourage the adoption of best management practices to control runoff and reduce nonpoint source pollutant loads.

On 10/18/17, the LCFM Committee approved an agreement with LWIPA for five (5) years.

During the final year of the five (5) year project, the agreement was amended to include a rolling three (3) year extension to be approved by both parties prior to March 31st of each year. Since that time, the agreement has been amended twice more.

This agenda item will be to restate the agreement and implement the Department of Administration contract approval process in the future.

Draft LCFM 9/20/17

**COOPERATIVE AGREEMENT
BETWEEN THE
LAKE WISSOTA IMPROVEMENT & PROTECTION ASSOCIATION
AND THE CHIPPEWA COUNTY LAND CONSERVATION &
FOREST MANAGEMENT COMMITTEE
TO IMPLEMENT
THE LAKE WISSOTA STEWARDSHIP PROJECT**

I. PARTIES

This Cooperative Agreement, hereinafter referred to as "Agreement," is made and entered into between the **Lake Wissota Improvement & Protection Association (LWIPA)** and the **Chippewa County Land Conservation & Forest Management Committee (LCFM)**, acting as the County Land Conservation Committee under WI Stats., Chapter 92.

It is the intent of **LWIPA and LCFM** to use and amend this agreement to add other corporations, businesses, public agencies and non-profit conservation organizations that may wish to contribute to the project.

All additional signators are by addendum, and hereinafter referred to individually as "Party" and collectively as the "Lake Wissota Stewardship Project Sponsors (LWSPS)."

II. TERM OF AGREEMENT

This Agreement is entered into pursuant to Wis. Stat. §92.07(7) to specify the responsibilities of the **LWIPA and LCFM** in the implementation of the Lake Wissota Stewardship Project during the term of this Agreement. This Agreement shall commence upon signing and continue through December 31, 2022.

This agreement can be renewed and extended at any time during the term of the agreement upon mutual written consent of both parties.

The **LWIPA and LCFM** will implement this agreement within the limits of available resources using an annual work planning and budgeting process.

In the event that **LWIPA, LCFM** or any Party determines that it is in their best interest to terminate participation in this cooperative agreement they may do so by sending written correspondence to all signators indicating its desire to terminate participation in this Agreement.

In the event that **LWIPA, LCFM** or any Party withdraws and terminates its participation in this Agreement, they shall be responsible for their financial contribution under Sections IV & V with regard to this Agreement until December 31 of the year they withdraw. No partial refund based on the date of the withdrawal shall be given.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the roles and responsibilities of the **LWIPA** and the Chippewa County **LCFM** as required to implement the Lake Wissota Stewardship Project. This Agreement provides the framework for establishing annual goals, work plans and budgets.

IV. DUTIES

As lead sponsors of the LWSP, the **LWIPA** and **LCFM** shall facilitate structured communication among project sponsors and co-host project oversight meetings during the term of the agreement.

These meetings will be scheduled on an annual basis to allow the project sponsors to systematically evaluate the progress toward meeting community and environmental objectives, as measured using established performance measures.

These project oversight meetings will be held independent of regularly scheduled project implementation team meetings, as referenced in Sec. IV. B & C of this agreement.

A. The parties to the agreement will:

1. Implement a watershed and water quality improvement and protection project that will focus on Little Lake Wissota and Moon Bay of the Yellow River, following the lake and watershed business model developed through the Little Lake Wissota Project (2009-2017).
2. Before December 31, 2017, complete administrative actions to establish a pass-through fund with the Community Foundation of Chippewa County to facilitate community contributions to the project; and the transfer of available funds that have been donated through the Little Lake Wissota Stewardship Project.
3. Participate in a joint annual work planning, budgeting, and project evaluation process.
4. Using the results of that process, evaluate and individually determine the extent of support that can be offered to the project on an annual basis.

5. Allocate staff or financial resources, as authorized by the contributing party, to implement the Lake Wissota Stewardship Project.

Specific levels of annual commitment, including staff assignments, hours of staff time, direct financial commitments, and in-kind services shall be documented in a joint annual work plan and schedule of product deliverables. The schedule of product deliverables will include an outline of all meetings, events, and activities planned to advance the goals and objectives of the project.

B. Lake Wissota Improvement & Protection Association agrees to be the lead organization. To carry out this responsibility LWIPA agrees to:

1. Commit \$50,000/yr. over a period of five (5) years to provide baseline funding that will be allocated to secure a qualified service provider who will be contracted to lead and manage the project.
2. Co-sponsor the Lake Wissota Stewardship Project Implementation Team. The Implementation Team will meet monthly and more frequently as needed, to:
 - a) implement a project plan and associated multi-year activity schedule,
 - b) review project accomplishments and
 - c) recommend adjustments to the project plan and activity schedule to optimize available resources.
3. Encourage the participation by other corporations, businesses, public agencies, non-profit conservation organizations and members of the community.
4. Assist in promotional efforts and encourage community support.
5. Participate in the development and implementation of a community outreach and education program to increase public awareness of the project, support water stewardship and to improve the water quality of Lake Wissota.
6. Provide recognition to landowners and groups who have agreed to participate in the project.

C. The Chippewa County Land Conservation & Forest Management Committee agrees to be the lead public agency. To carry out this responsibility the LCFM agrees to assign staff from the Department of Land Conservation & Forest Management to:

1. Target available resources during the term of this five (5) year agreement to; maintain the current watershed management efforts for Little Lake Wissota, conduct watershed inventories and associated planning efforts for Moon Bay and actively pursue public and private funds to support voluntary conservation efforts in both the Little Lake Wissota and Yellow River Basins.
2. Co-sponsor the Lake Wissota Stewardship Project Implementation Team. The Implementation Team will meet monthly, and more frequently as needed, to:
 - a) implement a project plan and associated multi-year activity schedule.
 - b) review project accomplishments, and
 - c) recommend adjustments to the project plan and activity schedule to optimize available resources.
3. Develop and manage an annual project budget.
4. Apply for and manage public and private grants to further advance the project objectives.
5. Participate in the development and implementation of a community outreach and education program to increase public awareness of the project, support water stewardship and to improve the water quality of Lake Wissota.
6. Systematically contact landowners to explain project opportunities and solicit participation in the project.
7. Provide technical assistance to:
 - a) evaluate sites and identify best management practices.
 - b) prepare contracts, conservation plans, and conservation easements.
 - c) calculate site specific environmental benefits associated with the installation of best management practice including phosphorus, nitrogen and sediment load reduction, changes in watershed hydrology and groundwater recharge and ecological benefits to the watershed.
 - d) survey sites, design best management practices, and develop cost estimates.
 - e) stake and supervise the installation of the best management practices.

- f) monument easement sites and monitor conservation easements for compliance.
- 8. Implement the project monitoring component by tracking environmental benefits and maintaining a GIS data base of participants.
- 9. Prepare an annual report for the **LWIPA** the Land Conservation & Forest Management Committee (**LCFM**), and other project sponsors. The report will evaluate and track progress, summarize environmental benefits and outline project costs.
- 10. Before March 1, 2018, develop, secure, and supervise a technical service contract with a third party service provider who will be contracted to lead and implement the project.
- 11. Before June 1, 2018, complete and submit to DNR a completed EPA Nine Key Element Plan for Little Lake Wissota and its contributing watershed.
- 12. Before June 1, 2018, initiate a planning process, with public participation, to develop an EPA Nine Key Element Plan for the Moon Bay and the following contributing HUC 12 Watersheds 070500050301, 070500050302, 070500050303, 070500050304, 070500050305, and 070500050308.
- 13. Before June 1, 2018, assess interest and explore the creation of a farmer-led watershed council to encourage and support conservation efforts in the project area.
- 14. Before October 1, 2019, complete and submit to DNR a completed EPA Nine Key Element Plan for the Moon Bay and contributing watersheds.

V. **BUDGET**

An annual project budget will be used to implement a multi-year activity schedule using available financial resources. The budget will be prepared as part of the annual County budget process.

Budget expenditures and revenue will be monitored throughout the year by the County and summarized in an annual report.

VI. LIAISONS

For **LWIPA**:

Mary Jo Fleming President, 18790 54th Avenue, Chippewa Falls, WI 54729,
(715) 723-0822

For Chippewa County **LCFM**:

Department Director/County Conservationist, Department of Land Conservation
& Forest Management, 711 N Bridge Street, Chippewa Falls, WI 54729, (715)
726-7920.

VII. NOTICES

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon LWIPA Mary Jo Fleming President, 18790 54th Avenue, Chippewa Falls, WI 54729, (715) 723-0822 and upon Chippewa County to: Department Director/County Conservationist, Department of Land Conservation & Forest Management, 711 N Bridge Street, Chippewa Falls, WI 54729, (715) 726-7920.

VIII. INSURANCE

Each party to this Agreement shall maintain its own liability insurance sufficient to insure against the risks arising from each party's responsibilities under this Agreement.

IX. MUTUAL INDEMNIFICATION

The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.

X. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

XI. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin and is made at Chippewa County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be in Chippewa County Circuit Court.

XII. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

XIII. NON-ASSIGNMENT OF AGREEMENT

The parties agree that there shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.

XIV. MODIFICATIONS TO AGREEMENT

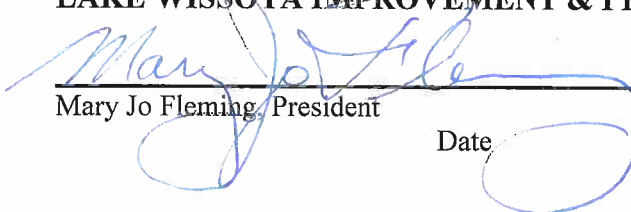
There shall be no modifications to this Agreement, except in writing, signed by both parties.

XV. INTEGRATION OF AGREEMENT

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between Lake Wissota Improvement & Protection Association and Chippewa County relating to the subject matter.

Both parties hereto having read and understood the entirety of this Agreement consisting of seven (7) typewritten pages hereby affix their duly authorized signatures.

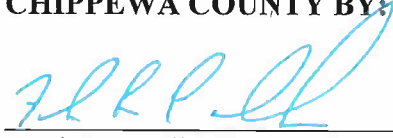
LAKE WISSOTA IMPROVEMENT & PROTECTION ASSOCIATION BY:


Mary Jo Fleming, President

Date 

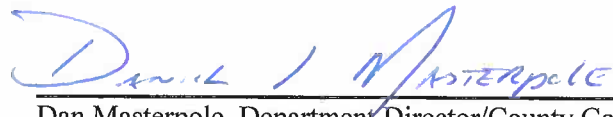
10/24/17

CHIPPEWA COUNTY BY:


Frank Pascarella, County Administrator

Date

10/23/17


Dan Masterpole, Department Director/County Conservationist

Date

10/24/17

h:\dcmgr\adm\little lake wissota tmdl\lake wissota i&pa\cooperative agreement no markups 9_20_17.doc

**FIRST AMENDMENT TO COOPERATIVE AGREEMENT BETWEEN THE LAKE
WISSOTA IMPROVEMENT & PROTECTION ASSOCIATION AND THE CHIPPEWA
COUNTY LAND CONSERVATION & FOREST MANAGEMENT COMMITTEE TO
IMPLEMENT THE LAKE WISSOTA STEWARDSHIP PROJECT**

WHEREAS, This First Amendment to Cooperative Agreement Between the Lake Wissota Improvement & Protection Association (“LWIPA”) and the Chippewa County Land Conservation & Forest Management Committee (“LCFM”) to Implement the Lake Wissota Stewardship Project (the “First Amendment”) is entered into by the LWIPA and the LCFM as of the date of the last executed signature below; and

WHEREAS, the LWIPA and the LCFM are parties to that certain Cooperative Agreement identified above and dated October 24, 2017 (the “Agreement”), a copy of which is attached hereto and incorporated herein; and

WHEREAS, the LWIPA and the LCFM desire to modify and amend the Agreement as provided for specifically in this First Amendment;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by the LWIPA and LCFM as follows:

A. Amendment to the Agreement. It is hereby agreed and understood by the LWIPA and LCFM that the Agreement shall be amended as follows:

1. The following language in Article II – TERM OF AGREEMENT shall be deleted and inserted (as indicated in red):

II. TERM OF AGREEMENT

This Agreement is entered into pursuant to Wis. Stat. §92.07(7) to specify the responsibilities of the **LWIPA and LCFM** in the implementation of the Lake Wissota Stewardship Project during the term of this Agreement. This Agreement shall commence upon signing and continue through December 31, 2024~~2~~ (“Term”).

This Agreement may be extended for one year terms, beginning with the year 2025 (“Extension Term”), upon written mutual agreement of the LWIPA and LCFM. Any mutually agreed upon Extension Term to this Agreement shall be executed by the LWIPA and LCFM in the form of an amendment to this Agreement no later than March 31 of the year that is two (2) years prior to the year that is the mutually agreed upon Extension Term. For example, if the Extension Term is the year 2025, an amendment to this agreement shall be executed by the LWIPA and LCFM no later than March 31, 2023. This agreement can be renewed and extended at any time during the term of the

~~agreement upon mutual written consent of both parties.~~

2. The following language in Article IV. – DUTIES, Section B., and Section B., Subsection 1. shall be deleted and inserted (as indicated in red):

IV. DUTIES

B. ~~The LWIPALake Wissota Improvement & Protection Association~~ agrees to be the lead organization. To carry out this responsibility, LWIPA agrees to:

1. Commit \$50,000/~~yr. per year over a period of five (5) years~~ during the Term and any Extension Term of this Agreement to provide baseline funding that will be allocated to secure a qualified ~~staffservice provider who will be contracted~~ to lead, and manage and implement the project.

3. The following language in Article IV. – DUTIES, Section C., Subsections 1., 10., 11., 12., 13. and 14. shall be deleted and inserted (as indicated in red):

IV. DUTIES

C. ~~The Chippewa County Land Conservation & Forest Management Committee agrees to be the lead public agency. To carry out this responsibility the LCFM agrees to assign staff from the that the Department of Land Conservation & Forest Management (the “Department”) shallto:~~

1. Target available resources during the term of this ~~five (5) year~~ agreement to; maintain and accelerate the current watershed management efforts for Little Lake Wissota, ~~conduct watershed inventories~~ and ~~associated planning efforts for~~ Moon Bay of Lake Wissota, and actively pursue public and private funds to support voluntary conservation efforts in both the Little Lake Wissota and Yellow River Basins.
10. ~~Before March 1, 2018, develop, secure, and supervise a technical service contract with a third party service provider. Assign a qualified project manager who will be contracted to lead and implement the project. The Department may also assign one or more Department employees or limited term staff position(s) that will be dedicated to the project. The project manager and each of the Department employees or limited term staff positions assigned by the Department to the project shall document the individual project activities they work on and the time spent on each activity.~~
11. ~~Before June 1, 2018, complete and submit to DNR a completed EPA Nine Key Element Plan for Little Lake~~

~~Wissota and its contributing watershed. Assess interest and explore the creation of a farmer-led watershed council to encourage and support soil and water conservation and nonpoint pollution control efforts in the project area.~~

12. ~~Before June 1, 2018, initiate a planning process, with public participation, to develop an EPA Nine Key Element Plan for the Moon Bay and the following contributing HUC 12 Watersheds 070500050301, 070500050302, 070500050303, 070500050304, 070500050305, and 070500050308. Systematically implement the EPA Nine Key Element Plans for Little Lake Wissota and Moon Bay of Lake Wissota to reduce nonpoint pollution from the following contributing HUC 12 watersheds: 070500050103, 070500050206, 070500050207, and 070500060105, 070500050301, 070500050302, 070500050303, 070500050304, 070500050305, 070500050306, 070500050307, and 070500050308.~~
13. ~~Before June 1, 2018, assess interest and explore the creation of a farmer-led watershed council to encourage and support conservation efforts in the project area.~~
14. ~~Before October 1, 2019, complete and submit to DNR a completed EPA Nine Key Element Plan for the Moon Bay and contributing watersheds.~~

4. The following language in Article VI. – LIAISONS, Section C. shall be deleted and inserted (as indicated in red):

VI. LIAISONS

For LWIPA:

~~Mary Jo Fleming~~ President, P.O. Box 90318790-54th Avenue, Chippewa Falls, WI 54729, (715) 723-0822

B. All other parts of the Agreement shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE BEGINS ON NEXT PAGE]

SIGNATURE PAGE

Both parties hereto having read and understood the entirety of this Agreement consisting of four (4) typewritten pages hereby affix their duly authorized signatures.

LAKE WISSOTA IMPROVEMENT & PROTECTION ASSOCIATION:

By: _____
 Dick Barrickman, President Date

CHIPPEWA COUNTY:

By:  _____
 Randy Scholz, County Administrator Date 3-28-22

By:  _____
 Lynda Schweikert, LCFM Department Director/
 Conservationist Date 3/29/22

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Draft LCFM 9/20/17

**COOPERATIVE AGREEMENT
BETWEEN THE
LAKE WISSOTA IMPROVEMENT & PROTECTION ASSOCIATION
AND THE CHIPPEWA COUNTY LAND CONSERVATION &
FOREST MANAGEMENT COMMITTEE
TO IMPLEMENT
THE LAKE WISSOTA STEWARDSHIP PROJECT**

I. PARTIES

This Cooperative Agreement, hereinafter referred to as "Agreement," is made and entered into between the **Lake Wissota Improvement & Protection Association (LWIPA)** and the **Chippewa County Land Conservation & Forest Management Committee (LCFM)**, acting as the County Land Conservation Committee under WI Stats., Chapter 92.

It is the intent of **LWIPA and LCFM** to use and amend this agreement to add other corporations, businesses, public agencies and non-profit conservation organizations that may wish to contribute to the project.

All additional signators are by addendum, and hereinafter referred to individually as "Party" and collectively as the "Lake Wissota Stewardship Project Sponsors (LWSPS)."

II. TERM OF AGREEMENT

This Agreement is entered into pursuant to Wis. Stat. §92.07(7) to specify the responsibilities of the **LWIPA and LCFM** in the implementation of the Lake Wissota Stewardship Project during the term of this Agreement. This Agreement shall commence upon signing and continue through December 31, 2022.

This agreement can be renewed and extended at any time during the term of the agreement upon mutual written consent of both parties.

The **LWIPA and LCFM** will implement this agreement within the limits of available resources using an annual work planning and budgeting process.

In the event that **LWIPA, LCFM** or any Party determines that it is in their best interest to terminate participation in this cooperative agreement they may do so by sending written correspondence to all signators indicating its desire to terminate participation in this Agreement.

In the event that **LWIPA, LCFM** or any Party withdraws and terminates its participation in this Agreement, they shall be responsible for their financial contribution under Sections IV & V with regard to this Agreement until December 31 of the year they withdraw. No partial refund based on the date of the withdrawal shall be given.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the roles and responsibilities of the **LWIPA** and the Chippewa County **LCFM** as required to implement the Lake Wissota Stewardship Project. This Agreement provides the framework for establishing annual goals, work plans and budgets.

IV. DUTIES

As lead sponsors of the LWSP, the **LWIPA** and **LCFM** shall facilitate structured communication among project sponsors and co-host project oversight meetings during the term of the agreement.

These meetings will be scheduled on an annual basis to allow the project sponsors to systematically evaluate the progress toward meeting community and environmental objectives, as measured using established performance measures.

These project oversight meetings will be held independent of regularly scheduled project implementation team meetings, as referenced in Sec. IV. B & C of this agreement.

A. The parties to the agreement will:

1. Implement a watershed and water quality improvement and protection project that will focus on Little Lake Wissota and Moon Bay of the Yellow River, following the lake and watershed business model developed through the Little Lake Wissota Project (2009-2017).
2. Before December 31, 2017, complete administrative actions to establish a pass-through fund with the Community Foundation of Chippewa County to facilitate community contributions to the project; and the transfer of available funds that have been donated through the Little Lake Wissota Stewardship Project.
3. Participate in a joint annual work planning, budgeting, and project evaluation process.
4. Using the results of that process, evaluate and individually determine the extent of support that can be offered to the project on an annual basis.

5. Allocate staff or financial resources, as authorized by the contributing party, to implement the Lake Wissota Stewardship Project.

Specific levels of annual commitment, including staff assignments, hours of staff time, direct financial commitments, and in-kind services shall be documented in a joint annual work plan and schedule of product deliverables. The schedule of product deliverables will include an outline of all meetings, events, and activities planned to advance the goals and objectives of the project.

B. Lake Wissota Improvement & Protection Association agrees to be the lead organization. To carry out this responsibility LWIPA agrees to:

1. Commit \$50,000/yr. over a period of five (5) years to provide baseline funding that will be allocated to secure a qualified service provider who will be contracted to lead and manage the project.
2. Co-sponsor the Lake Wissota Stewardship Project Implementation Team. The Implementation Team will meet monthly and more frequently as needed, to:
 - a) implement a project plan and associated multi-year activity schedule,
 - b) review project accomplishments and
 - c) recommend adjustments to the project plan and activity schedule to optimize available resources.
3. Encourage the participation by other corporations, businesses, public agencies, non-profit conservation organizations and members of the community.
4. Assist in promotional efforts and encourage community support.
5. Participate in the development and implementation of a community outreach and education program to increase public awareness of the project, support water stewardship and to improve the water quality of Lake Wissota.
6. Provide recognition to landowners and groups who have agreed to participate in the project.

C. The Chippewa County Land Conservation & Forest Management Committee agrees to be the lead public agency. To carry out this responsibility the LCFM agrees to assign staff from the Department of Land Conservation & Forest Management to:

1. Target available resources during the term of this five (5) year agreement to; maintain the current watershed management efforts for Little Lake Wissota, conduct watershed inventories and associated planning efforts for Moon Bay and ~~actively~~ pursue public and private funds to support voluntary conservation efforts in both the Little Lake Wissota and Yellow River Basins.
2. Co-sponsor the Lake Wissota Stewardship Project Implementation Team. The Implementation Team will meet monthly, and more frequently as needed, to:
 - a) implement a project plan and associated multi-year activity schedule.
 - b) review project accomplishments, and
 - c) recommend adjustments to the project plan and activity schedule to optimize available resources.
3. Develop and manage an annual project budget.
4. Apply for and manage public and private grants to further advance the project objectives.
5. Participate in the development and implementation of a community outreach and education program to increase public awareness of the project, support water stewardship and to improve the water quality of Lake Wissota.
6. Systematically contact landowners to explain project opportunities and solicit participation in the project.
7. Provide technical assistance to:
 - a) evaluate sites and identify best management practices.
 - b) prepare contracts, conservation plans, and conservation easements.
 - c) calculate site specific environmental benefits associated with the installation of best management practice including phosphorus, nitrogen and sediment load reduction, changes in watershed hydrology and groundwater recharge and ecological benefits to the watershed.
 - d) survey sites, design best management practices, and develop cost estimates.
 - e) stake and supervise the installation of the best management practices.

- f) monument easement sites and monitor conservation easements for compliance.
- 8. Implement the project monitoring component by tracking environmental benefits and maintaining a GIS data base of participants.
- 9. Prepare an annual report for the **LWIPA** the Land Conservation & Forest Management Committee (**LCFM**), and other project sponsors. The report will evaluate and track progress, summarize environmental benefits and outline project costs.
- 10. Before March 1, 2018, develop, secure, and supervise a technical service contract with a third party service provider who will be contracted to lead and implement the project.
- 11. Before June 1, 2018, complete and submit to DNR a completed EPA Nine Key Element Plan for Little Lake Wissota and its contributing watershed.
- 12. Before June 1, 2018, initiate a planning process, with public participation, to develop an EPA Nine Key Element Plan for the Moon Bay and the following contributing HUC 12 Watersheds 070500050301, 070500050302, 070500050303, 070500050304, 070500050305, and 070500050308.
- 13. Before June 1, 2018, assess interest and explore the creation of a farmer-led watershed council to encourage and support conservation efforts in the project area.
- 14. Before October 1, 2019, complete and submit to DNR a completed EPA Nine Key Element Plan for the Moon Bay and contributing watersheds.

V. BUDGET

An annual project budget will be used to implement a multi-year activity schedule using available financial resources. The budget will be prepared as part of the annual County budget process.

Budget expenditures and revenue will be monitored throughout the year by the County and summarized in an annual report.

VI. LIAISONS**For LWIPA:**

Mary Jo Fleming President, 18790 54th Avenue, Chippewa Falls, WI 54729,
(715) 723-0822

For Chippewa County LCFM:

Department Director/County Conservationist, Department of Land Conservation
& Forest Management, 711 N Bridge Street, Chippewa Falls, WI 54729, (715)
726-7920.

VII. NOTICES

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon LWIPA Mary Jo Fleming President, 18790 54th Avenue, Chippewa Falls, WI 54729, (715) 723-0822 and upon Chippewa County to: Department Director/County Conservationist, Department of Land Conservation & Forest Management, 711 N Bridge Street, Chippewa Falls, WI 54729, (715) 726-7920.

VIII. INSURANCE

Each party to this Agreement shall maintain its own liability insurance sufficient to insure against the risks arising from each party's responsibilities under this Agreement.

IX. MUTUAL INDEMNIFICATION

The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.

X. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

XI. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin and is made at Chippewa County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be in Chippewa County Circuit Court.

XII. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

XIII. NON-ASSIGNMENT OF AGREEMENT

The parties agree that there shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.

XIV. MODIFICATIONS TO AGREEMENT

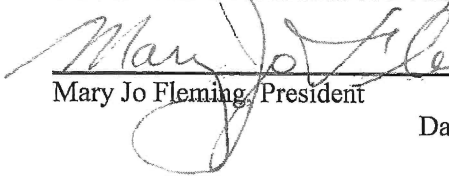
There shall be no modifications to this Agreement, except in writing, signed by both parties.

XV. INTEGRATION OF AGREEMENT

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between Lake Wissota Improvement & Protection Association and Chippewa County relating to the subject matter.

Both parties hereto having read and understood the entirety of this Agreement consisting of seven (7) typewritten pages hereby affix their duly authorized signatures.

LAKE WISSOTA IMPROVEMENT & PROTECTION ASSOCIATION BY:

 10/24/17
 Mary Jo Fleming, President Date

CHIPPEWA COUNTY BY:

 10/23/17
 Frank Pascarella, County Administrator Date

 10/24/17
 Dan Masterpole, Department Director/County Conservationist Date

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**SECOND AMENDMENT TO COOPERATIVE AGREEMENT BETWEEN THE LAKE
WISSOTA IMPROVEMENT & PROTECTION ASSOCIATION AND THE CHIPPEWA
COUNTY LAND CONSERVATION & FOREST MANAGEMENT COMMITTEE TO
IMPLEMENT THE LAKE WISSOTA STEWARDSHIP PROJECT**

WHEREAS, this Second Amendment to Cooperative Agreement Between the Lake Wissota Improvement & Protection Association ("LWIPA") and the Chippewa County Land Conservation & Forest Management Committee ("LCFM") to Implement the Lake Wissota Stewardship Project (the "Second Amendment") is entered into by the LWIPA and the LCFM as of the date of the last executed signature below; and

WHEREAS, the LWIPA and the LCFM are parties to that certain Cooperative Agreement identified above and dated October 24, 2017 (the "Agreement"), and that certain First Amendment to the Agreement (the "First Amendment"), copies of which are attached hereto and incorporated herein; and

WHEREAS, the first Paragraph of Article II. – TERM OF AGREEMENT of the Agreement, as amended by the First Amendment, provides that the Term of the Agreement shall continue through December 31, 2024; and

WHEREAS, the second Paragraph of Article II. – TERM OF AGREEMENT of the Agreement, as amended by the First Amendment, provides that the Agreement may be extended for one-year terms (the "Extension Term") upon mutual agreement of the LWIPA and the LCFM by executing an amendment to the Agreement no later than March 31 of the year that is two (2) years prior to the year that is the mutually agreed upon Extension Term;

WHEREAS, the LWIPA and the LCFM desire to further modify and amend the Agreement as provided for specifically in this Second Amendment;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by the LWIPA and LCFM as follows:

A. Second Amendment to the Agreement. It is hereby agreed and understood by the LWIPA and LCFM that the Agreement, as amended by the First Amendment, shall be further amended as follows:

Pursuant to Article II. – TERM OF THE AGREEMENT of the Agreement, as amended by the First Amendment, the LWIPA and LCFM mutually agree to a one-year Extension Term to the Agreement through December 31, 2025.

B. All other parts of the Agreement, and as amended by the First Amendment, shall remain in full force and effect.

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[SIGNATURE PAGE BEGINS ON NEXT PAGE]

SIGNATURE PAGE

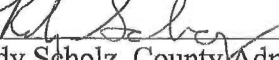
Both parties hereto having read and understood the entirety of this Agreement consisting of two (2) typewritten pages hereby affix their duly authorized signatures.

LAKE WISSOTA IMPROVEMENT & PROTECTION ASSOCIATION:

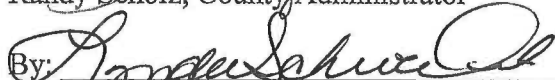
By: 
Dick Barrickman, President

3/28/23
Date

CHIPPEWA COUNTY:

By: 
Randy Scholz, County Administrator

3.28.23
Date

By: 
Lynda Schweikert, LCFM Department Director/
Conservationist

3/31/2023
Date

Final 3/20/2024

**THIRD AMENDMENT TO COOPERATIVE AGREEMENT BETWEEN THE LAKE
WISSOTA IMPROVEMENT & PROTECTION ASSOCIATION AND THE CHIPPEWA
COUNTY LAND CONSERVATION & FOREST MANAGEMENT COMMITTEE TO
IMPLEMENT THE LAKE WISSOTA STEWARDSHIP PROJECT**

WHEREAS, this Third Amendment to Cooperative Agreement Between the Lake Wissota Improvement & Protection Association ("LWIPA") and the Chippewa County Land Conservation & Forest Management Committee ("LCFM") to Implement the Lake Wissota Stewardship Project (the "Third Amendment Agreement") is entered into by the LWIPA and the LCFM as of the date of the last executed signature below; and

WHEREAS, the LWIPA and the LCFM are parties to that certain Cooperative Agreement identified above and dated October 24, 2017 (the "Agreement"), that certain First Amendment to the Agreement (the "First Amendment"), and that certain Second Amendment of the Agreement, (the "Second Amendment"), copies of which are attached hereto and incorporated herein; and

WHEREAS, the first Paragraph of Article II. – TERM OF AGREEMENT of the Agreement, as amended by the Second Amendment, provides that the Term of the Agreement shall continue through December 31, 2025; and

WHEREAS, the second Paragraph of Article II. – TERM OF AGREEMENT of the Agreement, as amended by the First Amendment, provides that the Agreement may be extended for one-year terms (the "Extension Term") upon mutual agreement of the LWIPA and the LCFM by executing an amendment to the Agreement no later than March 31 of the year that is two (2) years prior to the year that is the mutually agreed upon Extension Term;

WHEREAS, the LWIPA and the LCFM desire to further modify and amend the Agreement as provided for specifically in this Third Amendment;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by the LWIPA and LCFM as follows:

A. Third Amendment to the Agreement. It is hereby agreed and understood by the LWIPA and LCFM that the Agreement, as amended by the First Amendment and Second Amendment, shall be further amended as follows:

Pursuant to Article II. – TERM OF THE AGREEMENT of the Agreement, as amended by the First Amendment and Second Amendment, the LWIPA and LCFM mutually agree to a one-year Extension Term to the Agreement through December 31, 2026.

B. All other parts of the Agreement, and as amended by the First Amendment and Second Amendment, shall remain in full force and effect.

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[SIGNATURE PAGE BEGINS ON NEXT PAGE]

SIGNATURE PAGE

Both parties hereto having read and understood the entirety of this Third Amendment to the Agreement consisting of two (2) typewritten pages hereby affix their duly authorized signatures.

LAKE WISSOTA IMPROVEMENT & PROTECTION ASSOCIATION:

By: Michael E. Reese
Mike Reese, President

3/25/24
Date

CHIPPEWA COUNTY:

By: Randy Scholz
Randy Scholz, County Administrator

3.26.24
Date

By: Lynda Schweikert
Lynda Schweikert, LCFM Department Director/
Conservationist

3/27/2024
Date

Draft LCFM 1/15/2025

**COOPERATIVE AGREEMENT
BETWEEN THE
LAKE WISSOTA IMPROVEMENT & PROTECTION ASSOCIATION
AND THE CHIPPEWA COUNTY LAND CONSERVATION &
FOREST MANAGEMENT ~~COMMITTEE~~
~~DEPARTMENT~~ TO IMPLEMENT
THE LAKE WISSOTA STEWARDSHIP PROJECT**

I. PARTIES

This Cooperative Agreement, hereinafter referred to as “Agreement,” is made and entered into between the **Lake Wissota Improvement & Protection Association (LWIPA)** and the **Chippewa County Land Conservation & Forest Management ~~Committee-Department~~ (LCFM)**, ~~acting as the County Land Conservation Committee under WI Stats., Chapter 92.~~

~~It is the intent of the LWIPA and the LCFM to use and amend this agreement to add that from time to time, other corporations, businesses, public agencies and non-profit conservation organizations that may wish to contribute to the project may be added as Parties to this Agreement.~~

~~Any additional Parties signatories shall be added by addendum to this Agreement, and hereinafter referred to individually as a “Party” and collectively as the “Lake Wissota Stewardship Project Sponsors (LWSPS).”~~

II. TERM OF AGREEMENT

This Agreement is entered into pursuant to Wis. Stat. §92.07(7) to specify the responsibilities of the **LWIPA and LCFM** in the implementation of the Lake Wissota Stewardship Project (**LWSP**) during the **Initial Term and any Extension Term (as defined herein)** of this Agreement. This Agreement shall commence upon signing and continue through December 31, ~~2026~~**2027**. (“Term”)

~~This Agreement may be extended for one year one-year terms, beginning with the year 2028 (“Extension Term”), upon written mutual agreement of the LWIPA and LCFM. Any mutually agreed upon Extension Term to this Agreement shall be executed by the LWIPA and LCFM in the form of an amendment-extension to this Agreement no later than March 31 of the year that is two (2) years prior to the year that is the mutually agreed upon Extension Term. For example, if the Extension Term is the year 20258, an amendment to this Agreement shall be executed by the LWIPA and LCFM no later than March 31, 20235. This agreement can be renewed and extended at any time-~~

Commented [TAP1]: Is it the intention that additional sponsors become “parties” to the agreement and have a rights and responsibilities of the LWIPA and LCFM or something less? For example, is their consent required the Agreement to be modified? Do they have to follow termination provisions if they want to withdraw from the Agreement?

Commented [LS2R1]: This can be removed and a new agreement signed if additional parties show interest

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~~during the term of the agreement upon mutual written consent of both parties.~~

The LWIPA and LCFM will implement this ~~a~~Agreement within the limits of available resources using an annual work planning and budgeting process.

In the event that LWIPA, ~~or LCFM or any other Party~~ determines that it is in ~~its~~~~their~~ best interest to terminate participation in this ~~cooperative a~~Agreement ~~it~~~~they~~ may do so by sending written ~~notice correspondence~~ to all ~~Parties signators~~ indicating its desire to terminate participation in this Agreement.

In the event that LWIPA, ~~or LCFM or any other Party~~ ~~withdraws and~~ terminates its participation in this Agreement, ~~they~~ ~~terminating Party~~ shall be responsible for ~~its~~~~their~~ financial contribution under Sections IV & V with regard to this Agreement until December 31 of the year ~~in which the~~ ~~terminating Party provides written notice of termination they withdraw~~. No partial refund based on the date of the ~~termination withdrawal~~ shall be given.

III. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to establish the roles and responsibilities of the LWIPA and the Chippewa County LCFM as required to implement the ~~Lake- Wissota Stewardship Project~~ LWSP. This Agreement provides the framework for establishing annual goals, work plans and budgets.

IV. **DUTIES**

As lead sponsors of the LWSP, the LWIPA and LCFM shall facilitate structured communication among project sponsors and co-host project oversight meetings during the ~~Initial~~ ~~Term~~ ~~and any Extension Term~~ of ~~this a~~Agreement.

These meetings will be scheduled on an annual basis to allow the project sponsors to systematically evaluate the progress toward meeting community and environmental objectives, as measured using established performance measures.

These project oversight meetings will be held independent of regularly scheduled project implementation team meetings, as referenced in Sec. IV. B & C of this ~~a~~Agreement.

A. **The ~~P~~arties to ~~this a~~Agreement will:**

1. Implement a watershed and water quality improvement and protection project that will focus on Little Lake Wissota and Moon Bay of the Yellow River, following the lake and watershed business model developed through the Little Lake Wissota Project (2009-2017).
2. ~~Before December 31, 2017, complete administrative actions to establish~~ Maintain a pass-through fund with the Community

Foundation of Chippewa County to facilitate community contributions to the project; ~~and the transfer of available funds that have been donated through the Little Lake Wissota Stewardship Project.~~

3. Participate in a joint annual work planning, budgeting, and project evaluation process.
4. Using the results of that process, evaluate and individually determine the extent of support that can be offered to the project on an annual basis.
5. Allocate staff or financial resources, as authorized by the contributing party, to implement the ~~Lake Wissota Stewardship Project~~ LWSP.

Specific levels of annual commitment, including staff assignments, hours of staff time, direct financial commitments, and in-kind services shall be documented in a joint annual work plan and schedule of product deliverables. The schedule of product deliverables will include an outline of all meetings, events, and activities planned to advance the goals and objectives of the project.

B. The LWIPA ~~Lake Wissota Improvement & Protection Association~~ agrees to be the lead organization. To carry out this responsibility the LWIPA agrees to:

1. Commit \$50,000/~~yr. over a period of five (5) years~~ per year during the Term and any Extension Term of this Agreement to provide baseline funding that will be allocated to secure ~~a qualified service provider who will be contracted~~ staff to lead ~~and manage and implement~~ the project.
2. Co-sponsor the ~~Lake Wissota Stewardship Project~~ LWSP Implementation Team. The Implementation Team will meet monthly and more frequently as needed, to:
 - a) implement a project plan and associated multi-year activity schedule,
 - b) review project accomplishments and
 - c) recommend adjustments to the project plan and activity schedule to optimize available resources.
3. Encourage the participation by other corporations, businesses, public agencies, non-profit conservation organizations and members of the community.
4. Assist in promotional efforts and encourage community support.

5. Participate in the development and implementation of a community outreach and education program to increase public awareness of the project, support water stewardship and to improve the water quality of Lake Wissota.
6. Provide recognition to landowners and groups who have agreed to participate in the project.

C. ~~The LCFM Chippewa County Land Conservation & Forest Management Committee Department ("Department") agrees to be the lead public agency. To carry out this responsibility, the LCFM Department agrees to assign staff from the Department of Land Conservation & Forest Management to shall:~~

1. Target available resources during the Term and any Extension Term of this ~~five (5)-year~~ Agreement to; maintain the current watershed management efforts for Little Lake Wissota; ~~conduct watershed inventories and associated planning efforts for~~ Moon Bay of Lake Wissota and actively pursue public and private funds to support voluntary conservation efforts in both the Little Lake Wissota and Yellow River Basins.
2. Co-sponsor the Lake Wissota Stewardship Project Implementation Team. The Implementation Team will meet monthly, and more frequently as needed, to:
 - a) implement a project plan and associated multi-year activity schedule.
 - b) review project accomplishments, and
 - c) recommend adjustments to the project plan and activity schedule to optimize available resources.
3. Develop and manage an annual project budget.
4. Apply for and manage public and private grants to further advance the project objectives.
5. Participate in the development and implementation of a community outreach and education program to increase public awareness of the project, support water stewardship and to improve the water quality of Lake Wissota.
6. Systematically contact landowners to explain project opportunities and solicit participation in the project.
7. Provide technical assistance to:
 - a) evaluate sites and identify best management practices.
 - b) prepare contracts, conservation plans, and conservation

- easements.
- c) calculate site specific environmental benefits associated with the installation of best management practice including phosphorus, nitrogen and sediment load reduction, changes in watershed hydrology and groundwater recharge and ecological benefits to the watershed.
 - d) survey sites, design best management practices, and develop cost estimates.
 - e) stake and supervise the installation of the best management practices.
 - f) monument easement sites and monitor conservation easements for compliance.
8. Implement the project monitoring component by tracking environmental benefits and maintaining a GIS data base of participants.
 9. Prepare an annual report for the **LWIPA**, the Land Conservation & Forest Management Committee Department (LCFM), and other project sponsors. The report will evaluate and track progress, summarize environmental benefits and outline project costs.
 10. ~~Before March 1, 2018, develop, secure, and supervise a technical service contract with a third party service provider.~~Assign a qualified project manager who will be contracted to lead and implement the project. The LCFM Department may also assign one or more LCFM Department employees or limited term staff positions(s) that will be dedicated to the project. The project manager and each of the LCFM Department employees or limited term staff positions assigned by the LCFM Department to the project shall document the individual project activities they work on and the time spent on each activity.
 11. ~~Before June 1, 2018, complete and submit to DNR a completed EPA Nine Key Element Plan for Little Lake Wissota and its contributing watershed.~~Support the producer-led watershed council to encourage and support soil and water conservation and nonpoint pollution control efforts in the project area.
 12. ~~Before June 1, 2018, initiate a planning process, with public participation, to develop an EPA Nine Key Element Plan for the Moon Bay and the following contributing HUC 12 Watersheds: 070500050301, 070500050302, 070500050303, 070500050304, 070500050305, and 070500050308.~~Implement the EPA Nine Key Element Plans for Little Lake Wissota and Moon Bay of Lake Wissota to reduce nonpoint pollution from the following

contributing HUC 12 watersheds: 070500050103, 070500050206, 070500050207, and 070500060105, 070500050301, 070500050302, 070500050303, 070500050304, 070500050305, 070500050306, 070500050307, and 070500050308.

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13. ~~Before June 1, 2018, assess interest and explore the creation of a farmer-led watershed council to encourage and support conservation efforts in the project area.~~
14. ~~Before October 1, 2019, complete and submit to DNR a completed EPA Nine Key Element Plan for the Moon Bay and contributing watersheds.~~

V. **BUDGET**

An annual project budget will be used to implement a multi-year activity schedule using available financial resources. The budget will be prepared as part of the annual County budget process.

Budget expenditures and revenue will be monitored throughout the year by the County and summarized in an annual report.

VI. **LIAISONS**

For **LWIPA**:

~~Mary Jo Fleming~~ President, ~~18790 54th Avenue~~, Chippewa Falls, WI 54729, (715) 723-0822

For ~~Chippewa County~~ **LCFM**:

Department Director/County Conservationist, Department of Land Conservation & Forest Management, 711 N Bridge Street, Chippewa Falls, WI 54729, (715) 726-7920.

VII. **NOTICES**

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon LWIPA ~~Mary Jo Fleming~~ President, ~~18790 54th Avenue~~, Chippewa Falls, WI 54729, ~~(715) 723-0822~~ and upon ~~LCFM Chippewa County~~ to: Department Director/County Conservationist, Department of Land Conservation & Forest Management, 711 N Bridge Street, Chippewa Falls, WI 54729, (715) 726-7920.

VIII. **INSURANCE**

Each party to this Agreement shall maintain its own liability insurance sufficient to insure against the risks arising from each party's responsibilities under this Agreement.

IX. **MUTUAL INDEMNIFICATION**

The parties agree fully to indemnify and hold one another harmless from and

against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.

X. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

XI. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin and is made at Chippewa County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be in Chippewa County Circuit Court.

XII. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

XIII. NON-ASSIGNMENT OF AGREEMENT

The parties agree that there shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.

XIV. MODIFICATIONS TO AGREEMENT

There shall be no modifications to this Agreement, except in writing, signed by both parties.

XV. INTEGRATION OF AGREEMENT

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between Lake Wissota Improvement & Protection Association and Chippewa County relating to the subject matter.

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SIGNATURE PAGE

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Both ~~p~~Parties hereto having read and understood the entirety of this Agreement consisting of ~~eight~~ ~~seven~~ (87) typewritten pages hereby affix their duly authorized signatures.

LAKE WISSOTA IMPROVEMENT & PROTECTION ASSOCIATION BY:

~~Mary Jo Fleming~~LWIPA,
President

Date

CHIPPEWA COUNTY BY:

~~Frank Pascarella~~, County Administrator

Date

~~Dan Masterpole~~, ~~Department~~ Director/County Conservationist

Date

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H:\Conservation\Watersheds\Lake Wissota\Documents\Agreement\2025

STATEMENT OF EXPLANATION
2025 LIVING LAND ENDOWMENT FUND ADVISOR RECOMMENDATION

The Living Land Endowment Fund is a Donor Advised Fund through the Community Foundation of Chippewa County. Established in 2006 as a seedling fund, and converted to a Donor Advised Fund in 2016, it's purpose is to advance land conservation efforts in Chippewa County. The Advisory Committee is made up of the Land Conservation and Forest Management Committee and is to make recommendations for disbursements to eligible nonprofit organizations or local units of government based on criteria approved by the LCFM Committee.

Currently the requirements for application are as follows:

1. A map which illustrates the project location and project boundary.
2. A letter of intent or purchase agreement from the property owner which conveys their intent to sell the property or their intent to enter into a permanent conservation agreement, contingent upon receipt of grant funding.
3. A current land appraisal which establishes fair market value.
4. A letter of intent from the project sponsor which conveys their commitment to own and manage the property, or their intent to assume custodial responsibilities under a conservation easement.

Each year, the Community Foundation audits the fund and sends out a summary of the activity on the endowment fund in December asking for a Fund Advisor Recommendation.

For 2025, the Amount Available to Grant is \$1455.

The Land Conservation & Forest Management Committee will be asked for their recommendation to either reinvest the grant funds back into the account or to send out a request for project applications, to be decided upon on at the March 19th, 2025, LCFM Committee meeting.



YOURLEGACYFOREVER.ORG

715.723.8125
 404 ½ NORTH BRIDGE STREET
 P.O. BOX 153
 CHIPPEWA FALLS, WI 54729

December 12, 2024

Lynda Schweikert
 Chippewa County Land Conservation and Forest Management
 711 N. Bridge St., Room 11
 Chippewa Falls, WI 54729

Dear Lynda,

Enclosed you will find an audited summary of the activity for your endowment fund. Since our inception, the Community Foundation's Finance & Investment Committee and the Board of Directors have been vigilant in setting sound investment policies. We have confidence that these policies, along with the expertise of our financial firm, Orgel Wealth Management, are key to your fund's longevity. The Foundation is a careful steward of 202 endowment funds and recognizes that the volatility of the market may affect an endowment fund's performance. One tool that the Foundation uses to help ensure the longevity of your fund and to better manage your charitable resources is through our spending policy which is part of our overall Investment Policy Statement. Enclosed with your Fund Statement of Activity is our Spending Policy FAQ, which outlines how distributions from your fund are determined.

As disciplined stewards of capital, we are committed to making informed decisions and positioning our fundholders for long-term success, therefore we are pleased to share that your fund will be granting out. **Please note that your Fund Advisor Recommendation Form is due back to our office before April 14, 2025.** If you have an interest in obtaining information on current issues or needs and/or grant proposals that were not fully funded through our annual grants process to assist you in completing your Recommendation Form, please feel free to reach out to our office and we would be glad to share that information with you.

Thank you for your generosity, because of your investment in your endowment fund our Chippewa County communities will continue to be a great place to live and thrive through all challenges. We would welcome the opportunity to meet with you to discuss any questions that you may have about any of the enclosed information.

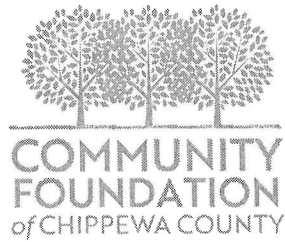
With Gratitude,

Jill Herriges
 Executive Director

Brian Guthman
 Treasurer

Enclosures

cc: Erik Larson 2024-2025 Board Chair



**Summary of Fund Activity
for
Living Land Endowment Fund**

	Audited Figures		
	Beginning Balance 6/30/2023	Fiscal Year 2024 7/1/23 - 6/30/24	Ending Balance 6/30/2024
+ Contributions	\$ 28,992	\$ 2,505	\$ 31,497
+Net Market Gain (Loss)	\$ 14,225	\$ 3,998	\$ 18,223
- Administrative Fees	\$ (3,807)	\$ (634)	\$ (4,441)
- Grants Awarded	\$ (1,016)	\$ -	\$ (1,016)
= Ending Fund Balance *	\$ 38,393	\$ 5,869	\$ 44,262
+ Contributions	\$ 28,992	\$ 2,505	\$ 31,497
+ Non-granted Amount added to Corpus	\$ 5,324	\$ 1,364	\$ 6,688
= Ending Corpus Balance **	\$ 34,316	\$ 3,869	\$ 38,185
Ending Fund Balance	\$ 44,262		
- Ending Corpus Balance	\$ (38,185)		
= Amount Available +	\$ 6,078		
Average 20 Quarter End. Fund Balance ***	\$ 36,383		
x Spending Rate	4.00%		
= Spending Rate Amount Available ++	\$ 1,455		
Amount Available to Grant	\$	1,455	

*Fund Balance is the amount in the Fund, including Contributions, Market Gain (Loss), Administrative Fees and Grants

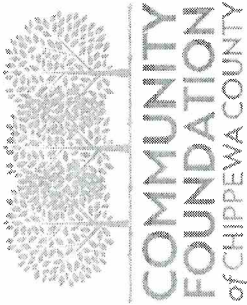
**Corpus Balance represents Contributions to the Fund only.

***If the fund has existed for less than 20 quarters, the applicable number of quarters is used.

The lesser of the following is the amount available to grant:

+ the amount of accrued income in a fund (net of fees) for a given fiscal year, or

++ an amount equal to the spending rate.



FOR GOOD. FOREVER.

Donor Advised Disbursement Form

PLEASE RETURN TO OUR OFFICE BY: April 14, 2025

Email: jill@yourlegacyforever.org Mail: P.O. Box 153, Chippewa Falls WI 54729

Donor Advised Fund: _____

We recommend that the following gift(s) be made from the above Donor Advised Fund:

Name of Charitable Organization	Contact Person	Address	Amount Minimum \$100	Purpose

We acknowledge that the above suggested distributions do not represent the payment of any personal enforceable pledge or other financial obligation, nor do we expect any personal economic benefit from this charitable distribution such as benefit tickets, memberships, participation in golf tournaments or other events or activities. Further, we understand that the final determination regarding these recommendations rests with the Board of Directors of the Community Foundation, who are responsible for verifying that all distributions are consistent with the Foundation's purposes and comply with IRS regulations.

Signature: _____

Date: _____

COMMUNITY FOUNDATION OF CHIPPEWA COUNTY, 404 1/2 N. BRIDGE STREET, CHIPPEWA FALLS, WI 54729
INFO@YOURLEGACYFOREVER.ORG / 715.723.8125 / YOURLEGACYFOREVER.ORG

Attachment: 2025 Living Land Endowment Fund Advisor Recommendation (8745 : 2025 Living Land Endowment Fund Advisor Recommendation)



FOR GOOD. FOREVER.

Frequently Asked Questions about Spending Policy 2024

What is the Community Foundation of Chippewa County's Spending Policy?

The Spending Policy for the Community Foundation of Chippewa County, Inc. (CFCC) is established by the Board of Directors. The spending rate (annual payout) for endowed funds is calculated based on the average value in the fund over the previous 20 quarters (referred to as a 20-quarter rolling average). The 20-quarter rolling average helps lessen the effects of market fluctuations and volatility. *

** If a fund has existed for less than twenty (20) quarters, the applicable number of quarters is used.*

The lesser of the following is the amount available for disbursement from each endowed fund: (i) an amount equal to the spending rate, or (ii) the amount of accrued income in a fund (net of fees) for a given fiscal year.

How does the Community Foundation of Chippewa County set its spending rate?

The Foundation's Finance & Investment Committee and Board consider several factors when making their decision. Chief among these is the need to strike a balance between spending to meet today's needs and conserving endowment assets to meet the needs of future generations.

The spending rate of 4% for endowed funds means that up to 4% of the 20-quarter rolling average is available to distribute. Endowed funds include Designated, Field of Interest, Donor Advised, Unrestricted, and Agency funds.

How has the Community Foundation of Chippewa County investments performed?

Orgel Wealth Management has been our Investment Manager since 2008. For the Endowed Investment Account, the annualized ten-year return (net of fees) ending June 30, 2024 was 5.44% per year (Equity – 7.83% per year; Fixed Income – 1.67% per year). The endowment assets are held in the long-term investment account, which maintains a balanced growth investment mandate. The current asset allocation target is 60% stocks/25% fixed income/15% alternatives.

When will the Community Foundation of Chippewa County make grant awards and distributions?

Community Needs grant awards from Field of Interest funds, Unrestricted funds, and the Community Needs Grant fund will generally be made in January 2025, following recommendations made by the CFCC Grants Committee and the approval of the CFCC Board of Directors. Distributions from Designated and Agency funds will generally be made during the first quarter of the 2025 calendar year. Donor Advised grant distributions are made after the receipt of fund advisors' recommendations and upon approval of the CFCC Board of Directors from January 2025 – June 2025.

**COMMUNITY FOUNDATION OF CHIPPEWA COUNTY, INC.
LETTER OF AGREEMENT FOR A DONOR ADVISED ENDOWMENT FUND**

Community Foundation of Chippewa County, Inc.
P.O. Box 153
Chippewa Falls, WI 54729

Attention: Susan E. Kern

We hereby deliver to the Community Foundation of Chippewa County, Inc. (the "Foundation") our gift of the property described in the enclosed Schedule A. It is our request that such gift, together with any additional gifts which may hereafter be made by us or other donors to the fund here described, be used to establish and maintain a Donor Advised component fund (the "Fund") of the Foundation to be held and administered as follows:

1. The Fund shall be known as the **Living Land Endowment Fund** and shall be identified as such in the course of its administration and distribution.
2. Distributions from the Fund shall be made in accordance with the Foundation's distribution policy as in effect from time to time after taking into consideration any periodic suggestions made to the Foundation by the Chippewa County Land Conservation Committee, the "Fund Advisor(s)" or the survivor(s) thereof.
3. Upon the death of the last surviving Fund Advisor or at such time as the Advisors are unwilling to serve, the Fund shall become an unrestricted component fund of the Foundation and distributions from the Fund shall be made for such of the Foundation's general purposes as the Board, in its discretion, may determine.
4. In connection with the establishment of the Fund as a Donor Advised Fund, we do hereby acknowledge and represent that:
 - A. The Foundation will not be bound by any advice by us or our designated Fund Advisors, and there is no expectation that any such advice will be followed.
 - B. The Foundation will consider the advice of others in making grants and will conduct an independent investigation to evaluate whether any recommendations of the Fund Advisors are consistent with the charitable needs determined by the Foundation to be most deserving of support.
 - C. We have received the Foundation's current Guidelines for Donor Advised Funds and the Foundation's current Grant Guidelines and Priorities and understand the recommendations by the Fund Advisors must be consistent with such Guidelines.

- D. If no recommendations have been received by the Foundation at the time of considering distributions, the income of the Fund shall be distributed for such purposes of the Foundation as the Board of Directors, in its sole discretion, shall determine.
5. All assets of the Fund shall be assets of the Foundation and not a separate trust. The Fund shall be held and administered subject to the provisions of the Foundation's Articles of Incorporation and Bylaws as presently in effect or as each may from time to time be amended, including those provisions which may permit the Board to amend, modify, or vary any of the purposes, directions, restrictions, or conditions set forth herein.
 6. With the conditions and terms of the preceding paragraph in mind, should the Foundation ever dissolve, we prefer that the assets of the Fund be distributed to the: County of Chippewa, Wisconsin (Land Conservation Committee of the Chippewa County Board of Supervisors), or its successor organization as long as the same is in existence and meets the requirements the Foundation is bound by with regards to the distribution of assets upon the dissolution of the Foundation. We acknowledge that the Foundation is not bound by this preference, but that the Foundation will honor the aforementioned preference as long as the preference meets the requirements the Foundation is legally required to follow.
 7. An annual charge on the assets of the Fund will be assessed at the rate charged for a Donor Advised Component Fund.

If you accept our gift as set forth above, kindly so state by signing and returning the attached copy of this letter. This letter will constitute our entire agreement concerning the Fund.

Dated this 9th day of March, 2016.

FOUNDATION:

Community Foundation of
Chippewa County, Inc.

By: Susan Kern
Susan E. Kern, Chair
Board of Directors

COUNTY:

County of Chippewa, Wisconsin

By: Frank Pascarella
Frank Pascarella
County Administrator

By: Daniel J. Masterpole
Daniel J. Masterpole
Director, Department of Land
Conservation and Forest Management

SCHEDULE A

We have transferred the following property to the Community Foundation of Chippewa County, Inc. This property becomes part of the **Living Land Endowment Fund**.

Property

Date: June 30, 2015
Transfer: Ending Corpus Balance of the Living Land Seedling Fund
Amount: \$14,226
From: Living Land Seedling Fund

Date: July 15, 2015
Check #: 3775
Amount: \$3,250
From: Daniel J. Masterpole

Date: September 21, 2015
Check #: 07070184
Amount: \$7,564.84
From: Transamerica Life Insurance Company (Policy Surrender)

6/6/06

**A PROPOSAL TO ESTABLISH THE LIVING LAND ENDOWMENT FUND
AND THE CURRENT PROJECT PASS-THROUGH FUND TO
PRESERVE LAND AND NATURAL AREAS**

Our environment is where we live. The "Living Land Endowment Fund" and the "Current Project Pass-through Fund" are local community funds which will be used to receive charitable contributions for the purpose of preserving land and natural areas in Chippewa County.

The Living Land Endowment Fund will be established as a "Donor Advised Fund" to support land acquisition and preservation projects, which will be pursued well into the future, as the County grows and develops. All charitable contributions will be used to support local land preservation and park acquisition projects sponsored by nonprofit organizations or units of government.

The Current Project Pass-through Fund will be established to support more immediate projects, which will be pursued in the near term as opportunities arise.

The Living Land Endowment will be administered by the Community Foundation of Chippewa County, Inc. The Foundation will be assisted by a technical Advisory Committee. It is proposed that the Advisory Committee be composed of three (3) members of the Chippewa County Land Conservation Committee (LCC) and two (2) members of the community-at-large, appointed by the LCC.

Objectives

The Living Land Endowment Program has been created to:

1. Preserve natural areas and green space for resource protection and passive public use through direct land purchase or through permanent conservation agreements.
2. Preserve working farm and forest lands for resource protection and sustainable production through the use of permanent conservation agreements.
3. Provide an umbrella fund for charitable giving that meets the conservation wishes of individual donors, while supporting the short and long-term land conservation needs of the community.
4. Actively support the efforts of community based land trusts and conservation organizations by providing a ready pool of community funds for land acquisition and resource protection.

Note¹: The Living Land Endowment Program is intended to augment and enhance the efforts of local Municipalities that are responsible for providing nature-based park space to meet community needs. It is not intended to diminish those responsibilities or replace those efforts.

Note²: Eligible nonprofit organizations will include all of those that meet standing criteria established by the Community Foundation. The Living Land Endowment Fund will be managed to provide a local source of grant funds to support the land acquisition activities of 501(c)(3) nonprofits that have been formed in part to advance land management or natural resource-based activities, including fish and game clubs, wildlife-based organizations, and land trusts).

Note³: The Living Land Endowment Fund may be used in a limited capacity to support the ongoing property management and maintenance efforts of nonprofit organizations that acquire property or maintain conservation easements.

Overview of Program Funds

To meet the community's immediate and long-range needs, the Living Land Endowment Program will be administered using two separate funds: the Living Land Endowment Fund and a non-endowed Current Project Pass-through Fund which will be used to support current acquisitions.

The stated purpose of each fund is as follows:

1. ***The Current Project Pass-through Fund.***

This fund will be used to accept charitable donations and to distribute them as grant awards to support current land preservation projects. These projects must be formally sponsored by an eligible nonprofit organization or a local unit of government and must be formally endorsed by the Advisory Committee. Current Project Pass-through funds will be distributed as projects are sponsored and approved, and as sufficient contributions become available.

2. ***The Living Land Endowment Fund.***

This fund will be used to accept, invest, and grow community donations. These donations will be invested and managed as principal. The return on these investments will be used as a source of grant awards to support future land acquisitions and resource protection projects.

It is the wish of the fund sponsors that the Living Land Endowment Fund serve as a recognized focal point for charitable contributions which will support a broad range of land preservation efforts that will be pursued in the future.

In order to initiate the endowment and to build its fund balance to a level which will support grant awards, the Living Land Endowment Fund will be established as an unrestricted fund. As an unrestricted fund, all charitable gifts will be managed at the discretion of the Foundation to meet community needs in consultation with the Advisory Committee.

The endowment fund will be managed by the Community Foundation. Grant awards will be made as funds permit following the grant-making policies and practices of the Foundation.

To help describe the scope of the Living Land Endowment Fund and to illustrate its potential applications, the endowment program will recognize specific areas of resource protection. As the Living Land Endowment program matures, it is the hope of the endowment sponsors that specialized funds, which focus on these areas of resource protection, be sponsored under the umbrella of the Living Land Endowment Program as a way to encourage further development and refinement of the land endowment program.

The possible need for specialized funds will be periodically evaluated by the Foundation Board and its Advisory Committee, as major donors and fund sponsors become available.

The resource management categories, which will be used to describe the utility and growth potential of the endowment, are as follows:

1. Wild Lakes and Streams
To protect and preserve undeveloped lakes, stream reaches, and river frontage; and to provide public access to these water bodies.
2. Working Farmland, Forests and Woodlands
To protect and preserve undeveloped farms, forests, and woodlots. These areas will be managed as working lands and will be used for sustainable forest and agricultural production, with opportunities for restricted public access and recreational use.
3. Natural Area Preservation
To protect and preserve undeveloped wetlands, woodlots, and open space. These areas will be managed as highly protected natural areas with opportunities for public access and limited recreational use.
4. Geographic Area Designation
To protect and preserve undeveloped land in a designated geographic area as requested by the donor.
5. Caring for Protected Lands
To support the property maintenance activities of the nonprofit groups that own or care for protected lands, and keep them open to the public.

Note 4: Memorial gifts, which are not designated to an active project sponsored under the Pass-through Fund, will be managed as a permanent contribution to the endowment. Such contributions will be preserved as corpus assets and will not be allocated as grant awards.

Project Sponsorship

All land preservation and management projects that are proposed as Foundation supported projects under the Current Project Pass-through Fund or the Living Land Endowment Fund must be formally sponsored by an eligible nonprofit organization or local units of government.

To be designated as a sanctioned project, a project sponsor must provide all of the following:

1. A map which illustrates the project location and project boundary.
2. A letter of intent or purchase agreement from the property owner which conveys their intent to sell the property or their intent to enter into a permanent conservation agreement, contingent upon receipt of grant funding.
3. A current land appraisal which establishes fair market value.
4. A letter of intent from the project sponsor which conveys their commitment to own and manage the property, or their intent to assume custodial responsibilities under a conservation easement.

Acknowledgment of Gifts

All donor contributions will be publicly acknowledged following policies established by the Foundation.

Additional efforts will be made by the Advisory Committee to recognize donations contributed as community memorials in the name of family or an individual, or those made as a charitable gift in the name of a business or corporation.

Fund Management and Administration

The Living Land Endowment will be managed by the Board of Directors of the Community Foundation of Chippewa County, Inc. following policy and procedures adopted by the Foundation Board.

To assist the Foundation Board, the Advisory Committee will promote the use of the Living Land Endowment and, as an advisor, make recommendations regarding the distribution of grant awards of the endowment.

The roles and responsibilities of the Foundation Board and the Advisory Committee are proposed as follows:

Role of Community Foundation of Chippewa County, Inc.

- Manage and administer the Funds of the Living Land Endowment following the investment policy and accounting procedures of the Foundation.
- Promote and distribute informational material which explains the purpose and functions of the Current Project Pass-through Fund and the Living Land Endowment Fund.
- Respond to public inquiries and receive charitable contributions, other than real property.
- Review Advisory Committee recommendations for grant awards and distribute grants to eligible nonprofit organizations and local units of government.
- Provide an annual report of fund activities, including a summary of all contributions and fund dispersals.

Role of the Advisory Committee

- Serve as technical advisor to the Community Foundation of Chippewa County, Inc.
- Maintain a current registry of landowners that have formally communicated an interest in protecting or preserving lands.
- Provide a listing of candidate sites which could be considered by potential project sponsors under the prescribed categories of the Living Land Endowment Fund.
- Inform the Foundation on an annual basis of general acquisition types which are of a priority to the County, and any site specific projects that are being planned or actively pursued by the County.
- Develop, implement, and maintain a County-wide information and outreach program to explain the Living Land Endowment Program. The program will: outline opportunities for charitable giving, promote the use of the fund through community contributions, and specify activities which will be used to recognize contributions and local project accomplishments.
- Develop and distribute informational material which explains the Living Land Endowment Program.
- Receive and review grant applications and requests for funds submitted by eligible non-profit conservation organizations and municipalities, and make recommendations to the Foundation with regard to potential grant recipients and grant awards.
- Participate in (annual) program reviews to evaluate the effectiveness of the Living Land Endowment Program and to provide recommendations to the Foundation which may be considered to improve the utility of the initiative.
- Maintain a database and map of all properties funded through the Living Land Endowment Program.

- b. Responsible for developing policies and authorizing direction and planning for the delivery of all human services and Wis. Stats., §§ 51.42 51.437, services that meet the physical and mental health, social and economic needs of individuals and families within the County; reviews the coordinated plan and budget; sets priorities on program operations within the funding mechanisms provided by federal, state, and county governments.
- c. Functions as the county Board of Health and is responsible for the policy oversight of the Public Health Department with the powers and duties as set forth in Wis. Stats. § 251.04, incorporated herein by reference.

(g) Housing Authority Commission.

- (1) *Appointment and term.* The appointment, qualifications and tenures of the county housing commissioners are prescribed in Wis. Stats. § 66.1201. Pursuant to statute, five persons shall be appointed commissioners. No commissioner may be connected in any official capacity with any political party nor shall more than two be officers of the county. The term of office shall be five years. Commissioners shall receive no compensation for services but shall be entitled to necessary expenses, including traveling expenses. The County Administrator shall make the appointment, with confirmation by the Board.
- (2) *Powers and duties.* As authorized by Wis. Stats. § 59.53(22), the powers and duties set forth in Wis. Stats. §§ 66.1201--66.1211 are conferred upon the county housing authority.

(h) Indianhead Federated Library System.

Chippewa County is a member of the Indianhead Federated Library System, which was formed pursuant to Wis. Stat. §43.11, Wis. Stats. A County Board member and a citizen shall be appointed by the County Administrator, subject to County Board approval, to represent Chippewa County on the IFLS Board for three-year terms.

(i) Land Conservation and Forest Management Committee.

- (1) *Composition.* The composition and powers and duties of the Land Conservation and Forest Management (LCFM) Committee are set forth in Wis. Stats. §§ 59.70(19), 92.06, 92.07 and 28.11. The LCFM Committee shall consist of seven (7) members, six (6) of which shall be County Board Supervisors, and one of which shall be a person who is engaged in agricultural use, as defined under Wis. Stat. § 91.02(2)(a)1-7. Members of the LCFM Committee shall be appointed by the County Administrator and confirmed by the County Board. A member of the LCFM Committee shall also be a member of the Planning and Zoning Committee and a member of the Planning and Zoning Committee shall also be a member of the LCFM Committee. Two members of the LCFM Committee shall also be a member of the Agriculture and Extension Committee.
- (2) *Community Foundation of Chippewa County Advisory Committee.* The LCFM Committee shall serve as the Community Foundation of Chippewa County Advisory Committee. The role of the Advisory Committee is to administer the Living Land Endowment Fund and a supporting "Pass through Fund" being managed by the Community Foundation of Chippewa County, Inc. as requested. The purpose of the fund is to advance land conservation efforts in Chippewa County. The Advisory Committee will provide recommendations to the Community Foundation Grants Committee for grant awards to

be made by the Community Foundation to eligible nonprofit organizations or local units of government. Those recommendations shall be based on criteria developed and approved by the LCFM Committee and as may be amended from time to time.

(j) Land Information Council.

- (1) *Composition.* The Chippewa County Land Information Council shall consist of the Register of Deeds, the Treasurer, and the Real Property Lister or their designees and the following members appointed by the Board of Supervisors for terms prescribed by the Board of Supervisors:
- a. A member of the board.
 - b. A representative of the Land Information Office.
 - c. A realtor or a member of the Realtors Association employed within the county.
 - d. A public safety or emergency communications representative employed within the county.
 - e. The County Surveyor or a registered professional land surveyor employed within the county.
 - f. Any other members of the Board of Supervisors or public that the Board of Supervisors designates.
- (2) *Appointment and Term.*
- a. The terms of the non-county employee members of the Chippewa County Land Information Council appointed by the County Administrator and confirmed by the Chippewa County Board of Supervisors shall be for a period of two years.
 - b. The terms of service on the Land Information Council for any members appointed by the County Administrator, who are also county employees, shall be indefinite until changed by the County Board.

(k) Local Emergency Planning Committee.

The Local Emergency Planning Committee is a federal requirement for each county under the Emergency Planning and Community Right-to-Know Act. The requirements are outlined in the Federal Register; 40 CFR 301 and 302. The committee's focus is hazardous materials and, by state statute, it typically is the reviewing entity for expenses related to chemical releases [Wis. Stats. secs. 323.60(3) and 323.71(5)]. The committee also serves informally as a community relations board for emergency services.

(l) Veteran's Service Commission.

- (1) *Composition.* The veteran's service commission shall consist of five (5) members including two (2) County Board Supervisors and three of the members shall be residents of the county who are veterans.