

CHIPPEWA COUNTY

LAND CONSERVATION & FOREST MANAGEMENT COMMITTEE

REGULAR MEETING

MARCH 15, 2023

CHIPPEWA COUNTY COURTHOUSE, RM 302

4:30 PM

1. CALL TO ORDER

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Ken Schmitt	Chippewa County	District 3 (Chair)	Present	
Charles Bomar	Chippewa County	District 12 (Vice-Chair)	Present	
James Flater	Chippewa County	District 1	Present	
David Bischel	Chippewa County	District 4	Present	
Jason Bergeron	Chippewa County	District 7	Present	
Matthew Peterson	Chippewa County	District 10	Present	
James Pingel	Chippewa County	Citizen Rep	Present	

The Chair noted that all supervisors were present.

Agency staff present at times throughout the meeting were M. Hansen, L. Schweikert, and J. Schemenauer - Recorder (LCFM).

County Board Chairman D. Gullickson was present.

Members of the public present were D. Barrickman, P. Krumenauer, and P. Popple.

3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

There was no public wishing to be heard.

4. CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Charles Bomar, District 12 (Vice-Chair)
SECONDER:	Jason Bergeron, District 7
AYES:	Schmitt, Bomar, Flater, Bischel, Bergeron, Peterson, Pingel

1. Approve the Agenda

2. Approve the Minutes

Land Conservation & Forest Management Committee - Regular Meeting - Feb 15, 2023 4:30 PM

3. Schedule Next Meeting Date - April 19, 2023

5. REPORTS

Land Conservation & Forest Management Committee

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1. Chippewa County Forest & Snapshots in History - D. Gullickson
D. Gullickson, former WI DNR Warden, presented an oral report. The report was supported by the following documents:
 1. Timeline titled: Chippewa County Forest & Snapshots in History, (3/15/23 - Distributed 3/9/23 - copy on file & attached).
 2. Map titled: Wildlife Flowages Within the Chippewa County Forest, (LCFM - Distributed 3/9/23 - copy on file & attached).
 3. Map titled: Hickory Ridge Ski Trail: Winter 2017-2018, (Distributed 3/9/23 - copy on file & attached).
 4. Map titled: Hay Meadow Horse Trails, Chippewa County Forest, (Distributed 3/9/23 - copy on file & attached).

There was limited discussion.

6. BUSINESS ITEMS

1. Annual 2023 Matching Grant Criteria; Chippewa County Stewardship Fund - L. Schweikert
L. Schweikert presented the 2023 annual stewardship fund criteria titled: Annual Criteria for Evaluating and Selecting Projects Submitted to the Chippewa County Stewardship Fund Local Match Grant Program in 2023, (LCFM 2/28/23 - Distributed 3/9/23 - copy on file & attached).

There was general discussion.

Motion to approve the 2023 Matching Grant Criteria for the Chippewa County Stewardship Fund: Flater/Bomar. Motion carried by voice vote.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Flater, District 1
SECONDER:	Charles Bomar, District 12 (Vice-Chair)
AYES:	Schmitt, Bomar, Flater, Bischel, Bergeron, Peterson, Pingel

2. Second Amendment to Cooperative Agreement Between Chippewa County & the LWIPA to Implement LWSP - L. Schweikert
L. Schweikert presented an oral report. The report was supported by the following materials:
 1. Amendment 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, (1/26/23 - Distributed 3/9/23 - copy on file & attached). The amendment extends the agreement through 12/31/2025.
 2. Amendment 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, (Distributed 3/9/23 - copy on file & attached). The amendment extends the agreement through 12/31/2024 and assigns one or more LCFM employees or limited term staff

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position(s) to the project.

3. 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 3/9/23 - copy on file & attached). The agreement establishes the roles and responsibilities of the LWIPA and the LCFM to implement the Lake Wissota Stewardship Project, (2017-2022).

Motion to approve the second amendment to the Cooperative Agreement Between Chippewa County and the Lake Wissota Improvement Protection Association to Implement the Lake Wissota Stewardship Project: Bischel/Bergeron. Motion carried by voice vote.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Bischel, District 4
SECONDER:	Jason Bergeron, District 7
AYES:	Schmitt, Bomar, Flater, Bischel, Bergeron, Peterson, Pingel

7. AGENDA ITEMS FOR FUTURE CONSIDERATION

The Chair asked the Committee to contact himself or L. Schweikert if they have an item for a future agenda.

8. ADJOURN

Motion to adjourn: Bomar/Flater. Motion carried by voice vote at 5:25 pm.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Charles Bomar, District 12 (Vice-Chair)
SECONDER:	James Flater, District 1
AYES:	Schmitt, Bomar, Flater, Bischel, Bergeron, Peterson, Pingel

CHIPPEWA COUNTY

LAND CONSERVATION & FOREST MANAGEMENT COMMITTEE

REGULAR MEETING

FEBRUARY 15, 2023

CHIPPEWA COUNTY COURTHOUSE, RM 302

4:30 PM

1. CALL TO ORDER

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Ken Schmitt	Chippewa County	District 3 (Chair)	Present	
Charles Bomar	Chippewa County	District 12 (Vice-Chair)	Present	
James Flater	Chippewa County	District 1	Present	
David Bischel	Chippewa County	District 4	Present	
Jason Bergeron	Chippewa County	District 7	Present	
Matthew Peterson	Chippewa County	District 10	Present	
James Pingel	Chippewa County	Citizen Rep	Present	

The Chair noted that all supervisors were present.

Agency staff present at times throughout the meeting were R. Scholz (Co. Administrator), D. Hutchinson (DNR), K. Clow, M. Hansen, J. Larson, L. Schweikert, T. Shutter, and J. Schemenauer - Recorder (LCFM).

County Board Chairman D. Gullickson was present.

There was no public attending.

3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

There was no public wishing to be heard.

4. CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matthew Peterson, District 10
SECONDER:	James Flater, District 1
AYES:	Schmitt, Bomar, Flater, Bischel, Bergeron, Peterson, Pingel

1. Approve the Agenda

2. Approve the Minutes

Land Conservation & Forest Management Committee - Regular Meeting - Jan 18, 2023 4:30 PM

3. Schedule Next Meeting Date - March 15, 2023

5. REPORTS

Minutes Acceptance: Minutes of Feb 15, 2023 4:30 PM (Consent Agenda)

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1. Stormwater Audit Update - L. Schweikert

L. Schweikert presented an oral report. She reported that the LCFM was audited twice by the DNR (2019 and 2022) concerning the Chippewa County stormwater program. The audit in 2022 was to address the issues noted in 2019. A Notice of Non-Compliance was issued by the DNR in February, 2023.

The LCFM is working on completing the items of concern before the November, 2023 DNR deadline.

There was limited discussion.

2. Amendment to Cooperative Agreement Between Chippewa County & the LWIPA to Implement LWSP - L. 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 2/9/23 - copy on file & attached). The agreement establishes the roles and responsibilities of the LWIPA and the LCFM to implement the Lake Wissota Stewardship Project, (2017-2022).
2. Amendment 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, (Distributed 2/9/23 - copy on file & attached). The amendment extends the agreement through 12/31/2024 and assigns one or more LCFM employees or limited term staff position(s) to the project.

She reported that she has not officially heard back from the Lake Wissota Improvement & Protection Association on amending the agreement for the County to continue implementing the Lake Wissota Stewardship Project through 2025.

This agenda item will be placed on the March 15, 2023, LCFM agenda.

6. BUSINESS ITEMS

1. Consider and Rank LCFM CIP Projects (2024-2028) - L. Schweikert

L. Schweikert presented an oral report. The report was supported by the following materials:

1. Schedule titled: 2024-2028 Capital Improvement Plan Calendar, (Distributed 2/9/23 - copy on file & attached).
2. Spreadsheet titled: Department of Land Conservation & Forest Management, 2023 2024 Capital Improvement Plan Ranking, (LCFM 2/9/23 - Distributed 2/9/23 - copy on file & attached).
3. Spreadsheet titled: Department of Land Conservation & Forest Management, Capital Improvement Plan Requests & Adjustments, (LCFM 2/9/23 - Distributed 2/9/23 - copy on file & attached).
4. Forms titled: Capital Improvement Program (CIP) Justification Forms for the LCFM for 2024-2028 fiscal years (Distributed 2/9/23 - copy on file & attached).

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There was limited discussion.

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

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

2. Consider Request to Authorize 50K Race Permit in County Forest- M. Hansen

M. Hansen presented an oral report. The report was supported by an agreement titled: Chippewa County Forest Special Event Permit and Agreement, (LCFM - Distributed 2/9/23 - copy on file & attached). The permit and agreement grants True North Adventures non-exclusive use of certain Chippewa County Forest property to conduct a 50K running event on the Ice Age Trail.

There was limited discussion.

Motion to approve the 50K race permit: Bischel/Bomar. Motion carried on voice vote.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Bischel, District 4
SECONDER:	Charles Bomar, District 12 (Vice-Chair)
AYES:	Schmitt, Bomar, Flater, Bischel, Bergeron, Peterson, Pingel

3. Resolution to Enter into Landowner Agreement and Certificate of Inclusion - M. Hansen

M. Hansen presented an oral report. The report was supported by a resolution titled: Resolution to Authorize Chippewa County to Enter into a Landowner Agreement and Certificate of Inclusion into the Lakes States Forest Management Bat Habitat Conservation Plan, (Distributed 2/9/23 - copy on file & attached).

There was limited discussion.

Motion to approve the Resolution to Authorize Chippewa County to Enter into a Landowner Agreement and Certificate of Inclusion into the Lakes States Forest Management Bat Habitat Conservation Plan: Bomar/Flater. Motion carried by voice vote.

RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 3/14/2023 6:00 PM
MOVER:	Charles Bomar, District 12 (Vice-Chair)	
SECONDER:	James Flater, District 1	
AYES:	Schmitt, Bomar, Flater, Bischel, Bergeron, Peterson, Pingel	

4. Restrict Use of Hot Saws/Feller Buncher Harvesting Equipment in County Forest - M. Hansen

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

1. Photos showing hot saws/Feller Buncher equipment in the County Forest and damage that has

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incurred due to use of this equipment (Distributed 2/9/23 - copy on file & attached).

2. Video showing a hot saw/Feller Buncher operating in a forest (Link to video on file & attached).

There was general discussion. Discussion focused on:

1. The use of hot saws in clearcut -vs- select thinning timber sales.
2. Damage to undergrowth and loss of revenue.

Motion to grant staff the ability to restrict the use of hot saws in selective hardwood thinning: Flater/Bergeron. Motion carried on voice vote.

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

7. AGENDA ITEMS FOR FUTURE CONSIDERATION

The stormwater audit update was added for future agenda items.

8. ADJOURN

Motion to adjourn: Bergeron/Bomar. Motion carried by voice vote at 5:10 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason Bergeron, District 7
SECONDER:	Charles Bomar, District 12 (Vice-Chair)
AYES:	Schmitt, Bomar, Flater, Bischel, Bergeron, Peterson, Pingel

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STATEMENT OF EXPLANATION
CHIPPEWA COUNTY FOREST & SNAPSHOTS IN HISTORY

5.1

This agenda item will provide a history of the flowages and the County Forest.

3/15/23

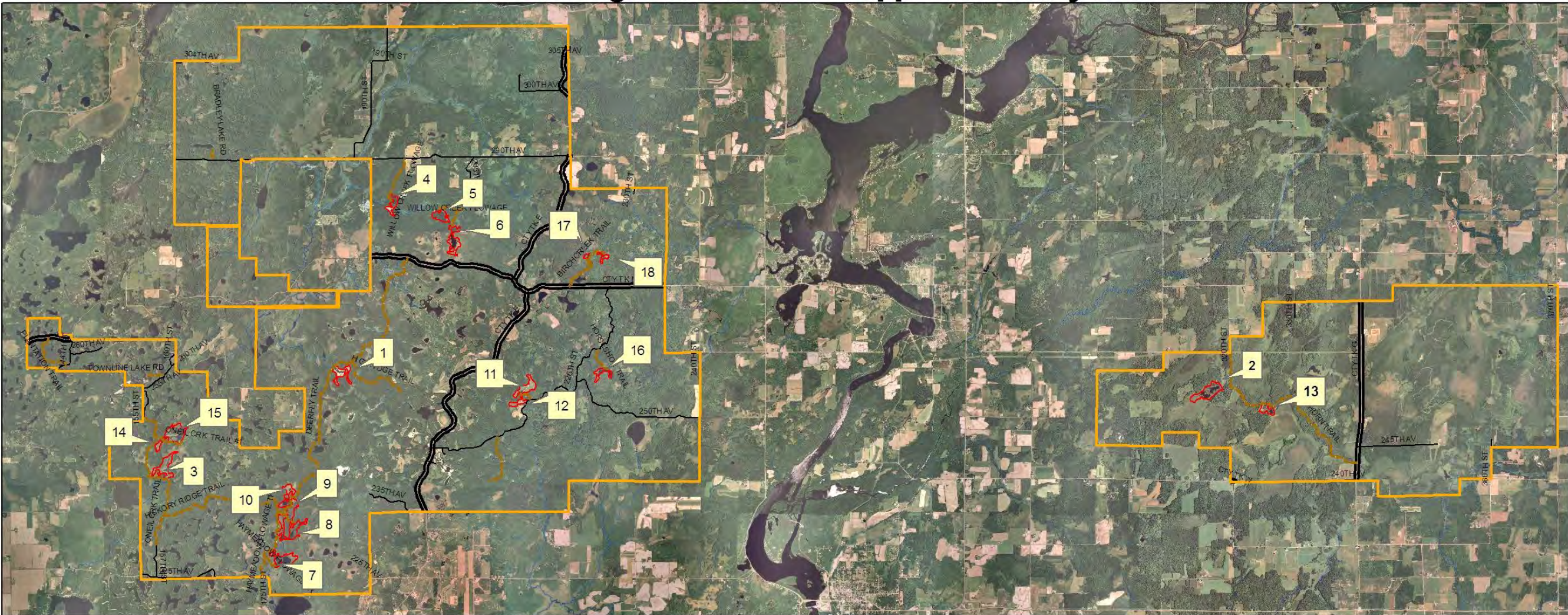
Chippewa County Forest & Snapshots in History – Dean Gullickson

1. Good Planning
 - a. Article 1 Section 26: Right to fish, hunt and trap
 - b. Article 9: Eminent domain and property of the State
 - i. Water Access
2. Time Line
 - a. 1907
 - i. Last Big Cut
 - b. 1929
 - i. Depression Era/Dust Bowl
 - ii. Grazing Cattle in County Forest
 - c. 1960
 - i. Conservation Club Starting
 - ii. Duncan Creek Project
 1. 1st Rock Rip Rap
 - iii. Archery Leagues
 1. Provide Funding
 - iv. Cooperative Agreement with Cons Dept
 1. Transferred to DNR 1969
 - d. 1970
 - i. Schools Get Involved
 1. Trees for Tomorrow
 2. Walley Wagon Project
 3. Nitrate Sampling – Cattle issues
 - ii. Flowage Development
 1. Funding from Chippewa Valley Archery League
 2. See Included Flowage Map
 3. See Included Trail Map
 - iii. Tree Planting
 - iv. Rod & Gun Clubs
 1. Pheasant Raising

2. Rough Grouse Habitat

- e. 1980
 - i. 50/50 Cooperative Agreement
- f. 1986
 - i. Chippewa County Water Testing
- g. 1988
 - i. Ice Age Trail
 - ii. Hunting, Fishing & Trapping Agreement
- h. 1990
 - i. Formation of Chippewa Valley Outdoor Resource Alliance CVORA
 - 1. Cedar Creek Natural Area
- i. 2000
 - i. Start of Little Lake Wissota
 - 1. Leinenkugel's
- j. 2006-7
 - i. John Dunn – Wildlife Biologist
 - 1. Discontinued Funding
- k. 2009-10
 - i. Merging of Parks & Forestry and Land Conservation

Wildlife Flowages Within the Chippewa County Forest



Map No.	Name of Flowage	Size	Estimated Hazard Rating	Approx. Surface Area	Max. Depth	Approx. Drainage Area	Sub-Watershed	Type of Structure	Inspection Cycle	IOM Plan
1	Vista Flowage	large	low	22	7		Mud Brook	Culvert under Certified Co. Forest Road	10 years	No
2	Mallard Flowage	large	low	42	6		Fischer River	Control Structure at Secondary Forest Road	10 years	No
3	O'Neil Creek Flowage No. 2	large	low	33	22		O'Neil Creek	Control Structure under Certified Co. Forest Road	10 years	No
4	Willow Creek Flowage No. 1	large	low	15	3		Tealey Creek	Control Structure under Certified Co. Forest Road	10 years	No
5	Willow Creek Flowage No. 2	large	low	19	6		Tealey Creek	Control Structure under ATV Trail	10 years	No
6	Willow Creek Flowage No. 3	large	low	30	6		Tealey Creek	Control Structure	10 years	No
7	Hay Meadow Flowage No. 1	small	low	33			Bob Lake	Control Structure under Horse Trail	routine maint.	No
8	Hay Meadow Flowage No. 2	small	low	41			Bob Lake	Control Structure under Horse/Snowmobile Trail	routine maint.	No
9	Hay Meadow Flowage No. 3	small	low	19			Bob Lake	2 perched culverts under Horse Parking Driveway	routine maint.	No
10	Hay Meadow Flowage No. 4	small	low	23			Bob Lake	perched culvert under Certified Co. Forest Road	routine maint.	No
11	Spring Creek Flowage No. 1	small	low	10			Bob Creek	Control Structure at Secondary Forest Road	routine maint.	No
12	Spring Creek Flowage No. 2	small	low	26			Bob Creek	perched culvert under Town Road	routine maint.	No
13	Willow Bay	small	low	15			Fischer River	perched culvert under Certified Co. Forest Road	routine maint.	No
14	Beaver Dam Flowage	small	low	7			O'Neil creek	perched culvert under Certified Co. Forest Road	routine maint.	No
15	O'Neil Creek Flowage No. 1	small	low	42			O'Neil creek	Control Structure at Secondary Forest Road	routine maint.	No
16	Horseshoe Flowage	small	low	13			Cranberry Creek	Control Structure under Certified Co. Forest Road	routine maint.	No
17	Birch Creek Flowage No. 2	small	low	3			Birch Creek	Control Structure under Certified Co. Forest Road	routine maint.	No
18	Birch Creek Flowage No. 1	small	low	6			Birch Creek	perched culvert under Certified Co. Forest Road	routine maint.	No

H:\Forest Management\Forest\Flowages\Flowage Database.xls

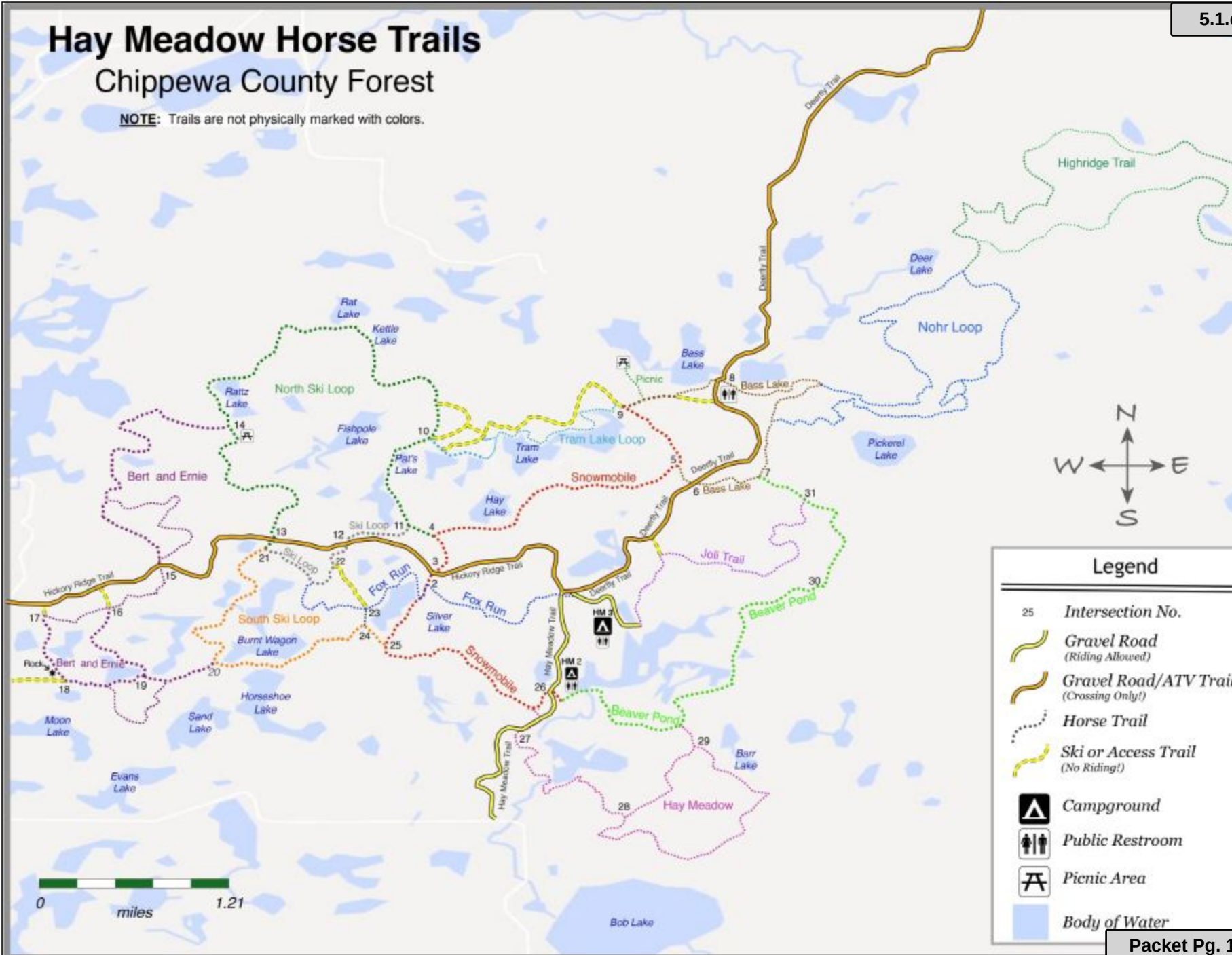
Hickory Ridge Ski Trail: Winter 2017-2018
(geopdf for use with Avenza Maps or other mobile app)



Hay Meadow Horse Trails

Chippewa County Forest

NOTE: Trails are not physically marked with colors.





**STATEMENT OF EXPLANATION
ANNUAL 2023 MATCHING GRANT CRITERIA; CHIPPEWA COUNTY
STEWARDSHIP FUND**

6.1

The LCFM administers the Chippewa County Stewardship Fund following policy and procedures adopted by the County Board. The fund is used to by the County to: 1). Receive public contributions (\$) and donations of land for conservation purposes, 2). Purchase land or conservation easements for conservation purposes, and 3). Distribute 1:1 match grants to eligible municipalities and non profit organizations to support the purchase of conservation and recreational lands for public outdoor recreational use.

Sec. 6.0 of the County Stewardship Fund Program policy establishes procedures to be used in distributing local matching grant funds to assist eligible municipalities, and non-profit organizations to acquire land for conservation and public use.

Sec. 6.1 of the policy requires that the committee set annual criteria to be used in conjunction with the standing criteria to solicit and evaluate grant applications.

Sec. 6.3 of the policy sets standing criteria to be considered in evaluating and selecting projects.

Under this agenda item, the LCFM committee will review and consider the annual criteria to be used in soliciting and evaluating matching grant applications in 2023.

ANNUAL CRITERIA FOR EVALUATING AND SELECTING PROJECTS SUBMITTED TO THE CHIPPEWA COUNTY STEWARDSHIP FUND LOCAL MATCH GRANT PROGRAM IN 2023 ~~2022~~

Introduction

A complete outline of standing administrative policy is established in Chippewa County Stewardship Fund Policy and Procedures for Program Administration, (12/7/99). Section 2.0 gives the Land Conservation Committee (LCC) administrative authority for the Program.

Program policy provides for the use of the County Stewardship Fund to assist landowners, municipalities, local units of government, and non-profit organizations to meet land conservation and resource management objectives in the County.

Program policy requires the LCC to establish objectives and set priorities (annual grant application evaluation criteria) for funding allocations on an annual basis.

Applications shall specify all intended outdoor recreational uses.

Applications shall list all parties directly involved with the project proposal and long-term custodial management of the property.

Year 2023 ~~2022~~ Annual Grant Application Evaluation Criteria

In the Year 2023 ~~2022~~ grant cycle, primary consideration will be given to:

- a. Applicants who propose projects that will be matched by other grant sources.
- b. Applicants who have not previously received a grant.
- c. Applicants who propose projects with a purchase price of less than or equal to the appraised value. The County will not contribute to a proposed project in which the purchase price is higher than the appraised value, unless unique and extraordinary circumstances warrant paying more than the appraised value, as determined by the LCC.

All applications submitted through the Chippewa County Stewardship Local Matching Grants allocation process will be evaluated based upon the following criteria:

- a. Projects that provide permanent public access for the nature-based outdoor activities, defined in WI Stats. 23.0916(1)(b), including hunting, fishing, trapping, hiking, cross country skiing, and any other nature-based outdoor activity designated by the DNR.
- b. All covenants shall be recorded on the deed in perpetuity.

1. Priority will be given to:

- a. Municipal governments (cities, villages, towns) and eligible non-profit organizations that request up to \$50,000 for acquisition of land or easements to establish green space, bicycle or pedestrian trail corridors, or nature-based park space, as identified in a current land use or public recreation, or trail corridor plan.
- b. County committees, non-profit organizations, or municipal governments (cities, villages, towns) that request up to \$50,000 for the purchase of land (or options to purchase), located within or adjacent the County Forest Blocking Boundary, or for acquisition of parcels which will be managed as part of the County park system.
- c. Projects that result in the acquisition of land or conservation easements to protect shoreland corridors or areas of unique geological, environmental, or biological significance.

YEAR **2023** ~~2022~~ CHIPPEWA COUNTY STEWARDSHIP GRANT PROGRAM - ESTABLISHMENT OF ANNUAL CRITERIA FOR EVALUATING AND SELECTING PROJECTS – continued from previous page

2. Additional matching grant guidelines include:

- a. Preference will be given to projects that propose the use of combined funding (applicant match + County match) as a local match toward other State or Federal grant programs.
- b. State and Federal grants may not be used as the applicant's local match for County funds.
- c. Hard contribution from the applicant must be at least 10% of the amount of County funds requested.
- d. No project shall receive no more than \$50,000 from the County Stewardship Fund without County Board Approval

Further Clarification of Local Match Requirements and Eligible Expenses

To be eligible for project funds, the applicant must match the amount requested from the County Stewardship Fund. The Applicant's match must consist of 10% hard contribution.

Local expenses, which may be applied as 10% hard contribution, are as follows:

1. Property appraisals.
2. Title Insurance.
3. Survey costs.
4. Recording fees.
5. Legal fees.
6. Donations toward an endowment for custodial management.

Explanatory Note:

Gifts of land value, offered by the landowner to the applicant, may be used for local match but may not be applied to 10% hard contribution.

The value of the gift is calculated as follows:

Gift Value = Appraised value of land or conservation easement minus the Purchase Price

For example: The Smith conservation easement was appraised at \$100,000 but they will sell the conservation easement to a Non-profit Organization for \$75,000. The Smith's will be giving the Non-profit Organization a gift valued at \$25,000. The Non-profit Organization may apply the \$25,000 gift towards their local match, but it won't be counted as part of their 10% hard contribution.



**STATEMENT OF EXPLANATION
SECOND AMENDMENT TO COOPERATIVE AGREEMENT BETWEEN
CHIPPEWA COUNTY & THE LAKE WISSOTA IMPROVEMENT &
PROTECTION ASSOCIATION 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 co-sponsored through time by the Jacob Leinenkugel Brewing Company, the Lake Wissota Improvement & Protection Association, and the Chippewa County Land Conservation & Forest Management Committee.

The project was initiated in 2009 as a pilot project to encourage water conservation and improve the water quality of Little Lake Wissota.

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.

The project is unique in that it is community driven and is funded from a combination of private and public sources, including corporate and business contributions, private donations, and state and federal grants.

On 10/18/17, the LCFM Committee approved a resolution to expand and extend the pilot project to include Moon Bay of Lake Wissota and the Yellow River basin.

This resolution authorized implementation of the Lake Wissota Stewardship Project, and provided authority to approve cooperative agreements with the Lake Wissota Improvement & Protection Association (LWIPA) and the Community Foundation.

The cooperative agreement between the LWIPA and Chippewa County was signed on 10/24/17 and amended 3/16/22.

Chippewa County's Land & Water Resource Management Plan, Sec. 8.5 states: "With the Lake Wissota Improvement & Protection Association, administer the Lake Wissota Stewardship Project as the water resource management mechanism to account for, reduce, and monitor point and nonpoint source pollutant loads to Little Lake Wissota, and to meet any established TMDL pollution load reduction goals and water quality management objectives for Moon Bay of Lake Wissota".

On 3/16/22, the LCFM approved the first Amendment to the agreement extending the agreement for one year terms, beginning with year 2025. Any extension to the agreement will be executed by the LWIPA and LCFM in the form of an amendment no later than March 31 of the year that is two years prior to the year that is the agreed upon extension term. The amendment also states that the LCFM will assign one or more employees or LTE staff dedicated to the project.

This agenda item will be used to present the second amendment to the agreement, extending the contract term through 12/31/25.

6.2

DRAFT – TAP 012623

**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.

[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 two (2) 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 _____

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

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

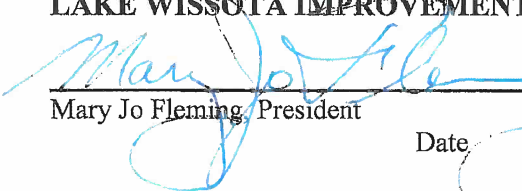
There shall be no modifications to this Agreement, except in writing, signed by both parties.

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

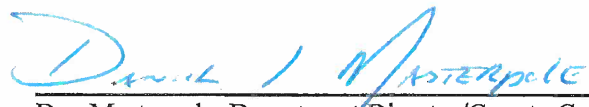
10/24/17

CHIPPEWA COUNTY BY:


Frank Pascarella, County Administrator

Date

10/23/17


Dan Masterpole, Department Director/County Conservationist

Date

10/24/17

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**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”) shall~~to:

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.

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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 four (4) typewritten pages hereby affix their duly authorized signatures.

LAKE WISSOTA IMPROVEMENT & PROTECTION ASSOCIATION:

By: Richard Barrickman 4/16/2022
 Dick Barrickman, President Date

CHIPPEWA COUNTY:

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

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

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