

AGENDA
Land Conservation Committee
December 11, 2014 @ 8:30AM
Iowa County land Conservation Conference Room
138 S Iowa Street
Dodgeville, Wisconsin

**Iowa
County
Wisconsin**

For information regarding access for the disabled please call 935-0399.

Any subject on this agenda may become an action item.

PLEASE NOTE- The FPP update may take some time; therefore, efficiency in earlier agenda items will be appreciated.

- 1 Call to Order.
- 2 Roll Call.
- 3 Approve the agenda for this December 11th, 2014 meeting.
- 4 Approve the minutes of the November 3rd, 2014 meeting.
- 5 Report from committee members and an opportunity for members of the audience to address the Committee. No action will be taken.
- 6 SW Badger RC&D Dues.
- 7 NRCS Update and Cover Crop Recommendation.
- 8 2015 LCD Budget.
- 9 LCD Lease.
- 10 SEG Funds Transfer/County to County NMP.
- 11 Ihm, CAFO and N.O.V. Issues.
- 12 LWRM Update with Tracking Spreadsheet.
- 13 Birch Lake Agreement and BHL Agreement Items.
- 14 FPP Update & 2015 Compliance Deadline Strategy.
- 15 Farm Bureau Minutes Review.
- 16 Notary Status.
- 17 Other Business.
- 18 Adjournment.

Posting Verified by: your name or title Date: _12/4/2014 @ 4:38 pm_ Initials: ___KKS_____

AGENDA NOTES

In an attempt to have a shorter meeting, please see these notes.

Call the Meeting to Order [Call to Order](#)

Roll Call [Action](#)

Approval of Agenda [Action](#)

Approval of the Min. of November 3rd, 2014 [Action](#)

Report from Committee Members and an Opportunity for Members of the Audience to Address the Committee [Public Comment](#)

Open discussion.

SW Badger RC&D Dues [Action](#)

See Enclosed. Cara Carper of SW Badger RC&D will be here to explain the benefits of the RC&D and the request for 2015 dues of \$2500, which is up from \$150.

NRCS Update and Cover Crop Recommendation [FYI/Action](#)

Update from Andy Walsh. NRCS is encouraging the use of Fall-Spring cover crops as an effective erosion control practice.

2015 LCD Budget [FYI](#)

See Enclosed. Since this budget was passed, DATCP has offered \$4,234 more in funds to Iowa County to offset staff and support costs. Therefore, the LCD levy should be \$113,709, down \$7600 or 6.2% from 2014. And only 1.25% of total County Budget Levy compared to Veteran-1.22%, Planning/Zoning/GIS-1.8%, UW Extension-2.4%, Health-2.6%, IT-6%, Administration-7%, HHS-18%, Housing-27% and Sheriff-33.5%.

LCD Lease [Action](#)

See Enclosed. Iowa County Ag, LLC (Schmit/Bainbridge) has offered a lease for the LCD. Administrator Kephart, Corporation Counsel Allen, Clerk Klusendorf and County Conservationist McCaulley have reviewed and agree.

SEG Funds Transfer/County to County NMP [FYI/Action](#)

We requested unspent SEG funds of \$16,000 to be transferred to Iowa County from Marquette County. This will be applied to a cost share of 2000 acres. This request has been confirmed by DATCP on 12/03/2014.

Ihm, CAFO and N.O.V. Issues FYI

DNR has stated a CAFO permitting and has issued a Notice of Violation (N.O.V.) because of an issue at farmstead and a meeting is scheduled at DNR on December 12th with LCD to attend.

LWRM Update with Tracking Spreadsheet FYI/Action

Cost Share projects, payments and a tracking spreadsheet will be provided by Rob. Also, 2014 cost share extensions to DATCP by December 31st.

Birch Lake Agreement and Black Hawk Lake Agreement Items Action

The Birch Lake/DNR/Barneveld Easement agreement may be presented for review by Dave Rowe of DNR Fisheries. The BHL agreement to be changed to address borrowing limit.

FPP Update and 2015 Compliance Deadline Strategy FYI/Action

See Enclosed. Len Olson and Jim McCaulley will update on the County and DATCP Self-Certification mailing and will discuss the issues related to customer service in 2015. We are hoping to have a clear policy in place at the February LCC meeting so we can communicate clearly and fairly to serious FPP participants.

Farm Bureau Minutes Review FYI

Chair Bunker will review Farm bureau minutes.

Notary Status FYI

Shannon has obtained her Notary Public commission to assist in LWRM contracting.

Other Business FYI**Adjournment Action**



Southwest Badger RC&D Council, Inc.
1370 N Water St, Ste 3. PO Box 753
Platteville, WI 53818

Invoice

BILL TO

IOWA COUNTY LWCD
JIM MC CAULLEY
138 SOUTH IOWA STREET
DODGEVILLE WI 53533

DATE	INVOICE #
11/13/2014	80

DESCRIPTION	QTY	RATE	AMOUNT
Annual Membership Dues 2015		2,500.00	2,500.00
Thank You For Your Continuing Support!			Total \$2,500.00

	A	B	C	D	H	I	J	K	L
1	Iowa County								
2	Executive Summary of the Adopted 2015 Budget								
3	Adopted at the November 12, 2014 County Board Meeting								
4									
5		Adopted 2014 Budget			Adopted 2015 Budget				
6	Department/ Program	Expenditures	Revenue	Tax Levy	Expenditures	Revenue	Tax Levy	Increase/ (Decrease) In \$ Between 2014 & 2015 Budgets	% of Increase/ (Decrease) between 2014 & 2015 Budgets
33	Emergency Management	118,277.00	41,438.00	76,839.00	133,059.00	50,938.00	82,121.00	5,282.00	6.9%
34	U.W. Extension Department	236,262.00	10,700.00	225,562.00	241,181.00	15,385.00	225,796.00	234.00	0.1%
35	Land Conservation Dept.	347,845.00	226,530.00	121,315.00	357,713.00	239,770.00	117,943.00	(3,372.00)	-2.8%
36	Social Services	2,902,323.00	1,280,016.00	1,622,307.00	2,984,694.00	1,305,559.00	1,679,035.00	56,728.00	3.5%
37	Child Support	139,748.00	138,025.00	1,723.00	151,783.00	148,052.00	3,731.00	2,008.00	116.5%
38	ADRC	664,297.00	441,212.00	223,085.00	662,942.00	442,338.00	220,604.00	(2,481.00)	-1.1%
39	Unified Services Fund	193,626.00	-	193,625.00	193,625.00	-	193,625.00	-	0.0%
40	Sales Tax Fund	1,452,000.00	1,452,000.00	-	1,480,000.00	1,480,000.00	-	-	0.0%
41	Tri County Airport	21,336.00	-	21,335.00	16,805.00	-	16,805.00	(4,531.00)	-21.2%
42	Iowa County Airport	177,430.00	110,907.00	66,523.00	171,630.00	101,879.00	69,751.00	3,228.00	4.9%
43	Wisconsin River Rail Transit	28,000.00	-	28,000.00	28,000.00	-	28,000.00	-	0.0%
44	Capital Projects Fund	190,000.00	-	190,000.00	190,150.00	-	190,150.00	150.00	0.1%
45	Bloomfield Health Care	5,938,005.00	5,890,200.00	47,805.00	5,629,381.00	5,580,879.00	48,482.00	677.00	1.4%
46	Highway Department	5,931,053.00	3,425,026.00	2,506,027.00	6,531,364.00	3,890,248.00	2,541,116.00	35,089.00	1.4%
47									
48	Totals	25,794,297.00	16,426,436.00	9,367,861.00	26,281,953.00	16,805,870.00	9,446,083.00	78,222.00	0.8%
49									
50	Total Fund 100 Tax Levy			4,467,430.00			4,454,784.00	(12,646.00)	-0.3%
51	Total Special Revenue Funds Tax Levy			2,156,599.00			2,211,551.00	54,952.00	2.5%
52	Total Capital Projects Tax Levy			190,000.00			190,150.00	150.00	0.1%
53	Total Bloomfield Tax Levy			47,805.00			48,482.00	677.00	1.4%
54	Total Highway Department Tax Levy			2,506,027.00			2,541,116.00	35,089.00	1.4%
55	Total Operating Tax Levy			9,367,861.00			9,446,083.00	78,222.00	0.84%
56	Operating Tax Levy Allowed			9,367,861.00			9,446,083.00	78,222.00	0.84%
57	Difference between Proposed & Allowed Operating Tax Levy			-			-	-	-
58	Debt Levy			714,428.00			721,274.00	7,446.00	1.04%
59	Total Debt & Operating Tax Levy			10,082,289			10,167,957	85,668.00	0.85%

For 2.4% up less
 1.3% of Levy, 1.25% of Levy
 Ass 18% of Levy

27% Highway

2

LEASE

THIS LEASE, made in duplicate this ____ of _____, by and between Iowa County AG, LLC, hereinafter called Lessor, and Iowa County Land Conservation Department, hereinafter called Lessee,

WITNESSETH:

Lessor in consideration of the agreements of the Lessee, herein contained, hereby leases and demises to the Lessee the premises described as:

Approximately 450 square feet of ABOA "Usable Office Space," plus driveway access and parking area, of the USDA Service Center premises located at 1124 Professional Dr. in the City of Dodgeville, Iowa County, Wisconsin.

TERM: The term of this lease shall be five years commencing on the 1st day of June, 2015 and terminating on the 31st day of May, 2020, with the option to continue renting for five more years at the same rate.

RENT: The Lessee shall pay to the Lessor at Dodgeville, Wisconsin, as rent thereon the sum of \$28.51 per square foot of space rented per year, payable in equal monthly installments in advance in the amount of \$1,059 on the first day of each month.

EARLY TERMINATION CLAUSE: In the event that the main "anchor" tenant, being the U.S. Dept. of Agriculture, terminates their lease, Lessee shall have the option to terminate this lease by written notice within 15 days of such event.

PURPOSES: The leased premises shall be used by the Lessee for professional offices.

UTILITIES: The Lessor shall pay and be responsible for water, utilities, sewer, garbage removal, janitorial services and snow removal. The Lessee shall be responsible for and shall pay for phone services, television, and internet access, if applicable.

TAXES: Lessor shall be responsible for paying the real estate taxes and special assessments on the described property. The Lessee shall be responsible for and shall pay any and all personal property taxes or license fees assessed on the premises occupied by the Lessee during the term of this agreement.

REPAIRS AND MAINTENANCE: The Lessor shall repair and maintain the building located on the leased premises. Lessor shall at his expense landscape and maintain the grounds surrounding the leased premises in an attractive manner.

INSURANCE: During the term of this lease the Lessor shall procure and maintain fire and extended coverage on the building. The Lessee shall be responsible for insurance coverage on any and all property owned by the Lessee and located in the leased premises.

The Lessee shall carry and pay premiums upon public liability insurance insuring both the Lessor and Lessee against injury to property of third parties for at least \$100,000 and against injury to person or loss of like arising out of the use and occupation on the leased premises with minimum limits of \$100,000 for one person and \$300,000 for any number of persons injured or killed in any one accident and shall deposit with the Lessor appropriate certificates of existence of such

insurance executed by the Lessee's insurance carrier.

TRADE FIXTURES: The Lessee may install, at its expense, equipment or trade fixtures.

LIENS: The Lessor shall promptly pay for any work done in or about the premises contracted by Lessor and will not permit or suffer any mechanics or construction liens to attach to the premises which are a result thereof and shall promptly cause any claim for any such lien to be released.

INSPECTION: The Lessee shall allow the Lessor or their agents or employees access to the leased premises at reasonable times during regular business hours upon prior notice.

SIGNS: The Lessee shall have the right to install and display signs on the leased premises provided, however, that such signs are reasonable in their content and size and comply with local ordinances concerning signs.

ASSIGNMENT/RENTAL: The Lessee may sublet or assign this lease or any part of the premises leased hereunder. This lease shall not be modified in any way except in writing signed by each of the parties.

CONDEMNATION: If the leased premises or any part thereof shall be taken or condemned for public purposes by public authorities, the Lessee shall have no claim against the Lessor and shall not have any claim or right to any portion of the amount that may be awarded or paid to the Lessor as a result of any such condemnation. If the leased premises shall be taken or condemned for public purposes, then either the Lessor or the Lessee shall have the option of terminating this lease upon giving to the other party written notice of such election within 30 days after condemnation judgment is entered, and the term of this lease shall be considered terminated as of the date judgment is satisfied by payments of the award.

BENEFITS: Each provision hereof shall extend to and shall as the case might require, bind and inure to the benefit of the Lessee and Lessor and their respective heirs, legal representatives or successors.

NOTICE: Any notice required or permitted under the lease shall be deemed sufficiently given or served if sent by registered mail to Lessee at Dodgeville, WI and to Lessor at the address then fixed for the payment of rent, and either party may by like notice at any time and from time to time designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

DESTRUCTION OF PREMISES: Should the leased premises be totally destroyed by fire however caused or other casualty, this lease shall immediately terminate. Should the leased premises be damaged by fire however caused or other casualty, so as to require the expenditures to rebuild, repair, or replace the damaged portion of the premises, Lessee shall have the option to terminate this lease by written notice within 15 days after such damage or destruction. If Lessee does not exercise the option to terminate this lease, as provided herein, the leased premises shall be restored to their condition just prior to such loss by and at the expense of the Lessor without unnecessary delay, and from the date of such fire, or casualty until said premises are fully restored to their former condition, the Lessee shall pay only such portion of the rent accruing from time to time as the value of that portion of the premises not made untenable by reason of such fire or casualty.

ALTERATIONS: Lessee shall not make any alterations or do any remodeling without the written consent of the Lessor, such consent shall not be unreasonably withheld.

QUET ENJOYMENT: Lessee shall quietly enjoy the leased premises for the term aforesaid, free from molestation, eviction, or disturbance of the landlord or by any person or persons claiming under or through the landlord, subject, however, to the terms of this lease.

BINDING ON SUCCESSORS: This lease and all the terms and conditions herein contained shall be binding upon the parties hereto and their successors in interest.

CONTINGENCY: The Lessee's obligation to perform under this lease is expressly contingent upon performance by Lessor to Lessee's satisfaction.

LESSOR: IOWA COUNTY AG, LLC

Laurence E. Schmit, Partner

David C. Bainbridge, Partner

LESSEE: IOWA COUNTY AG, LLC

Compliance Deadlines

Engineered Practices - If the landowner cannot meet their compliance obligations to install engineered practices due to lack of financial assistance, technical assistance, or because of circumstances like weather delays, the county can use a performance schedule.

590 NM Plan Requirement

- = Soil samples on all of their owned cropland by the end of 2015
- = Complete their 590 during the winter of 2015-16, then
- = Counties should not issue the landowner a *NON*, but should check in the following spring to ensure they completed their NMP.

******The Strategy for the 2015 FPP Compliance Landowner Assistance******

Creating the 2015 Farm Visit List.....

Look at all the FPP Self Certs returned to the LCD by Feb 1st. LCD 637 and DATCP 172=809 potential Gross Master List

The Gross Master List will include all our 637 plus the DATCP generated customers less those that have been issued Certs of Compliance and those opting for Voluntary Non-participation to create the Net Master Mailing List. Feb. 15th ...est. _____

Do a Direct Mailing (March 1st.) to those remaining on the Master Mailing List with a return Post Card to be returned (March 15th) if the landowner wants to continue to be FPP Participant and needs more of our assistance with compliance issues to meet the Dec. 31, 2015 FPP Deadline.

Therefore, those that return the Post Card will be those that will be on the Farm Visit List (April 1-15th)...est. _____

******The LCC will need to set a wavier policy on the FPP Dec.31st. Deadline....proof of progress and Wavier Deadline in 2016. This policy should be introduced at the Dec. LCC Mtg. and set at the Feb. LCC Mtg. Proof of Progress to qualify for the Wavier will be a written note from the farmer/customer's CCA or a note of NMP Class enrollment from UW-Ex.**