BOARD OF SUPERVISORS

Brown County

305 E. WALNUT STREET
P. O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600
PHONE (920) 448-4015 FAX (920) 448-6221

LAND CONSERVATION SUBCOMMITTEE
Supervisor Norb Dantinne, Chair;
Citizen Rep Stan Kaczmarek, Vice Chair
Supervisor Friberg, Supervisor Fuller,
Supervisor Landwehr, Supervisor Suennen

LAND CONSERVATION SUBCOMMITTEE

TUESDAY, MARCH 28, 2023
5:30 PM
Room 200, Northern Building
305 E. Walnut Street

NOTICE IS HEREBY GIVEN THAT THE COMMITTEE MAY TAKE ACTION ON ANY ITEMS LISTED ON THE AGENDA

I. Call Meeting to Order.
II. Approve/Modify Agenda.
III. Approve/Modify Minutes of February 28, 2023.

Comments from the Public

Land and Water Conservation Department

1. Resolution to Approve a Non-Point Source Easement with Brian L. Baenen.
2. 2022 Wildlife Damage Abatement and Claims Program Update.

Other

3. Such Other Matters as Authorized by Law.
4. Adjourn.

Norb Dantinne, Chair

Notice is hereby given that action by the Committee may be taken on any of the items which are described or listed in this agenda.

Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

PROCEEDINGS OF THE BROWN COUNTY
LAND CONSERVATION SUBCOMMITTEE

Pursuant to Section 18.94 Wis. Stats., a regular meeting of the **Brown County Land Conservation Subcommittee** was held on Tuesday, February 28, 2023, in Room 200, Northern Building, 305 E. Walnut Street, Green Bay, WI.

Present:	Vice-Chair/Citizen Member Stan Kaczmarek, Supervisor Morgan Fuller, Supervisor Ray Suennen, Supervisor Dave Landwehr
Excused:	Chairman Norb Dantinne, Supervisor Tom Friberg
Also Present:	County Conservationist Mike Mushinski, Agronomist Technician Nick Peltier

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I. **Call Meeting to Order.**

The meeting was called to order by Vice-Chair Stan Kaczmarek at 5:30 p.m.

II. **Approve/Modify Agenda.**

Motion made by Landwehr, seconded by Supervisor Fuller to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

III. **Approve/Modify Minutes of January 24, 2023.**

Motion made by Supervisor Suennen, seconded by Supervisor Landwehr to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

Comments from the Public - None.

Land and Water Conservation Department

1. **Directors Report.**
   a. **Demonstration Farms Network Update.**

Agronomist Technician Nick Peltier presented a PowerPoint re: Fox Demo Farms Update and updated the committee on what they've done with demo farms over the last year. He informed the demo farms mission was to push the soil health to farmers and explained how they were accomplishing that.

Other

2. **Such Other Matters as Authorized by Law.**

3. **Adjourn.**

Motion made by Supervisor Suennen, seconded by Supervisor Suennen to adjourn at 5:56 p.m. Vote taken. MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Alicia A. Loehlein
Legislative Specialist

April 19, 2023

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

RESOLUTION TO APPROVE A NON-POINT SOURCE EASEMENT WITH BRIAN L BAENEN

WHEREAS, Brown County has acquired a Wisconsin Notice of Discharge Program grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural water runoff pollution sources (as described in the application, and pursuant to Wis. Stat. § 281.65 and § 281.66, and Wis. Adm. Code NR 151, 153 and 155); and

WHEREAS, a cost sharing grant is required and has been approved by the Wisconsin Department of Natural Resources to carry out the project; and

WHEREAS, the Wisconsin Department of Natural Resources has approved a Non-point Source Easement as the most cost-effective Best Management Practice (BMP).

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby consents to the attached Non-point Source Easement between Brian L. Baenen and Brown County being entered into, and hereby authorizes and directs the relevant County Officers and Agents, including the Brown County Executive, to execute the Easement and related documents, indicating the County's acceptance of and consent to the terms and conditions of said Easement; and

BE IT FURTHER RESOLVED that Brown County shall comply with all state and federal laws, regulations and permit requirements pertaining to the implementation of this project and to the fulfillment of the grant document provisions.

Fiscal Note: This resolution does not require an appropriation from the General Fund. This resolution authorizes the easement and does not appropriate any funds.

Respectfully submitted,

Land Conservation Subcommittee

Planning, Development and Transportation Committee

Approved By:

_____

TROY STRECKENBACH,
COUNTY EXECUTIVE

Date Signed: _____

23-057R
Authored by Land and Water Conservation
Approved by Corporation Counsel's Office

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
ANTONNEAU	1				
DE WANE	2				
NICHOLSON	3				
JACOBSON	4				
THENO	5				
LEFEBVRE	6				
FRIBERG	7				
BORCHARDT	8				
EVANS	9				
VANDER LEEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
AVERY	14				
FULLER	15				
KASTER	16				
VAN DYCK	17				
HOPKINS	18				
ADAMS	19				
COENEN	20				
SCHULTZ	21				
PETERS	22				
SUENNEN	23				
SCHADEWALD	24				
LUND	25				
DENEYS	26				

Total Votes Cast _____

Motion: **Adopted** ____ **Defeated** ____ **Tabled** ____

State of Wisconsin
Department of Natural Resources
PO Box 7921
Madison, Wisconsin 53707

Non-point Source
Easement
Section 281.01, Wis. Stats.
2200-146 Rev. 5-03

This space reserved for recording data:

Return to: Depart. of Natural Resources
Bureau of Facilities/Lands
P.O. Box 7921
Madison, WI 53707

THIS EASEMENT, made this 19th day of April, 2023, by and between Brian L. Baenen, Grantor, and Brown County, Grantee.

WHEREAS, The Grantor is the owner of fee simple title of certain real estate and the Grantee desires a conservation easement on said real estate for the purposes delineated below,

NOW, THEREFORE, for and in consideration of the sum of $95,200.00 and the mutual terms and conditions hereinafter contained, Grantor conveys to the Grantee, it's successors and assigns upon acceptance by the Grantee, within 60 days from the date hereof, an easement in perpetuity on the following described real estate, hereafter referred to as Premises, in Brown County, State of Wisconsin:

The location of said easement (the "Easement Area") is shown on Exhibit "A" attached and made a part hereof. Upon acceptance, and evidence of merchantable title in the Grantee, the Grantee shall pay Ninety-five thousand two hundred Dollars ($95,200.00) to the Grantor for this easement.

1. RIGHTS OF THE COUNTY (GRANTEE)

   A. The Grantee shall have the right to monitor the easement without prior notice to the Grantor.

   B. The Grantor conveys to the Grantee, its employees, officers, and agents the right of ingress and egress from and to the Premises across all contiguous lands owned by the Grantor for the purpose of monitoring the easement.

2. COVENANTS OF OWNER (GRANTOR)

   A. The Grantor may not:

      (1) Use any portion of the eased property for any livestock purpose without prior written approval by the Grantee.
      (2) Store or stack any manure or any animal waste on the eased property.
      (3) Store or stack any animal feed, other than dry materials on the eased property.
      (4) Use, permit, or otherwise allow for the Easement Area to be used as pasture or for grazing by livestock without the prior written consent of Grantee.

   B. Grantor may not place or erect any new livestock structures of any kind upon the Easement Area.

   C. Grantor shall maintain compliance with the provisions of DNR Administrative Rule NR151 or DATCP Administrative Rule ATCP 50.

   D. Grantor may not cause, permit, or otherwise allow for the dumping of ashes, agricultural chemicals, petroleum products or byproducts, sewage, sawdust, manure or any other hazardous, unsightly, or offensive materials upon or within the Easement Area.

3. RESERVED RIGHTS OF OWNER (GRANTOR)

A. The Grantor may use Premises insofar as such use is consistent with the rights, privileges, restrictions, and covenants contained herein.

B. Nothing herein shall be construed as limiting Grantor's right to sell, give or otherwise convey the premises on which the Easement Area is situated; provided, however, that this easement shall be an easement running with the land and any such conveyance by Grantor shall be subject to the terms, covenants and restrictions set forth herein.

4. GENERAL PROVISIONS

A. Grantor hereby releases Grantee from any and all claims for damages, whether existing now or in the future, arising from natural disasters of any kind.

B. Grantor may neither lease nor convey additional easements or similar rights over the Easement Area to any third party without the prior written consent of Grantee.

C. If any provision of this easement is found to be invalid, the remainder of the provisions shall not be affected thereby.

D. Any ambiguities in this easement shall be construed in a manner which best effectuates conservation and enhancement of water quality.

E. Other Conditions:

1. In further consideration of this easement agreement, the parties hereto agree to be bound by the terms and conditions set forth in that certain Cost Share Agreement dated _____ (the "Cost Share Agreement") by and between Grantor and Grantee, recorded _____ with the Brown County Register of Deeds as Document No. _____ , the terms of which, including the Best Management Practices and other requirements, are incorporated by reference as though expressly set forth in its entirety herein. In the event of Grantor's failure to comply with the terms of this Easement Agreement or the Cost Share Agreement, including any failure to act in accordance with the Best Management Practices contained therein, Grantee may initiate legal actions against Grantor for the repayment of funds paid by Grantee to Grantor in performance under this Easement Agreement, the Cost Share Agreement, or both.

2. Grantor may not use any part of the Easement Area in any way that conflicts with the Best Management Practices contained in the Cost Share Agreement Grantor entered into with the Brown County Land & Water Conversation Department, or that may otherwise adversely impact the desired level of pollutant control on the Easement Area, as determined by Grantee in its sole discretion.

The terms Grantor and Grantee, when used herein, shall mean either masculine or feminine, singular or plural, as the case may be, and the provisions of this easement shall bind the parties mutually, their heirs, successors, personal representatives and assigns.

WITNESS the hands and seals of the Grantor and of any person joining in and consenting to this conveyance on the day and year hereinbefore written.

_____(Owner/Grantor)

By _____
Name

_____(Owner/Grantor)

By _____
Name

STATE OF WISCONSIN)
ss.
BROWN COUNTY)

Personally appeared before me this _____ day of _____, 20____, the above named _____

_____

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____

Notary Public, State of Wisconsin
My commission (expires) (is) _____

ACCEPTED this _____ day of _____, 20____.

BROWN COUNTY
LAND & WATER CONSERVATION COMMITTEE

By _____

STATE OF WISCONSIN)
ss.
BROWN COUNTY)

Personally appeared before me this _____ day of _____, 20____, the above named _____

_____

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____

Notary Public, State of Wisconsin
My commission (expires) (is) _____

THIS INSTRUMENT WAS DRAFTED BY THE
STATE OF WISCONSIN DEPARTMENT OF
NATURAL RESOURCES AND BROWN
COUNTY LAND & WATER CONSERVATION DEPT

DRAFT

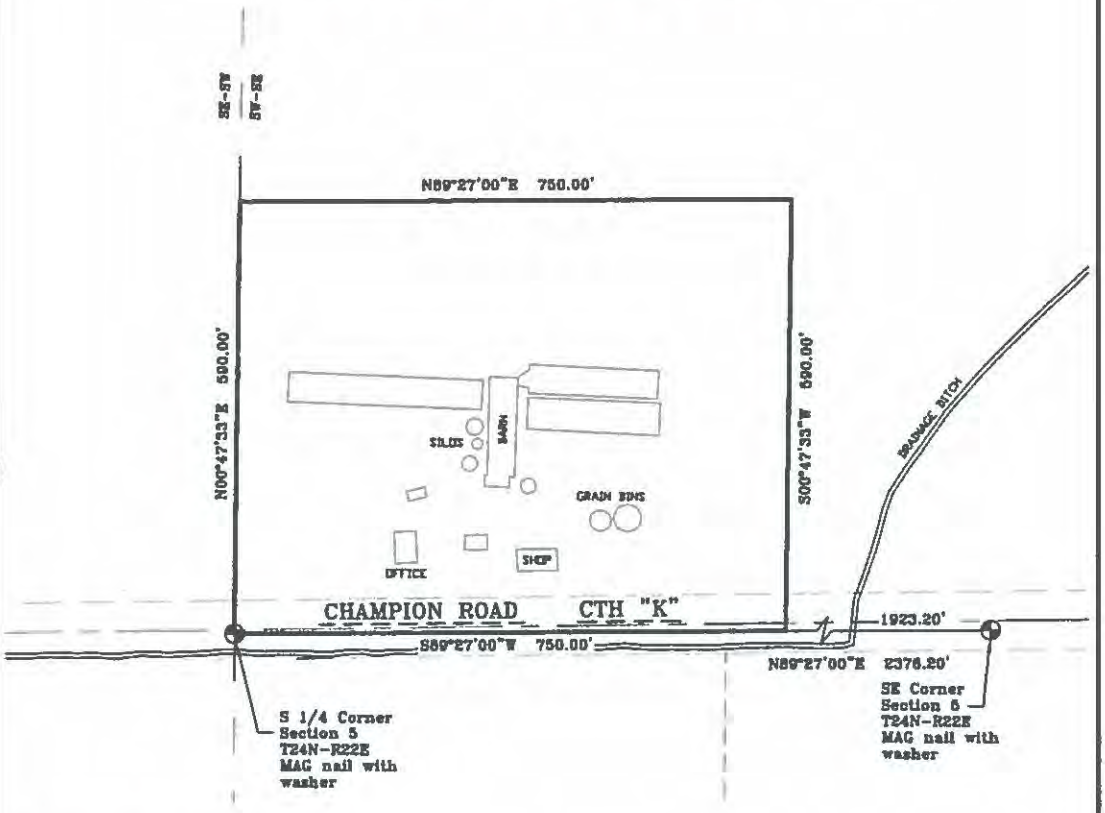
Exhibit A – Legal Description

DRAFT

EXHIBIT "A"

EASEMENT FROM BRIAN L. BAENEN TO BROWN COUNTY

Part of the Southwest 1/4 of the Southeast 1/4 of
Section 5, Township 24 North, Range 22 East,
Town of Scott, Brown County, Wisconsin.



Easement Description:

Part of the Southwest 1/4 of the Southeast 1/4 of Section 5, Township 24 North, Range 22 East, Town of Scott, Brown County, Wisconsin more fully described as follows:

Beginning at the South 1/4 Corner of Section 5, T24N-R22E; thence N00°47'33"E, 590.00 feet along the West line of the Southwest 1/4 of the Southeast 1/4 of said Section 5; thence N89°27'00"E, 750.00 feet; thence S00°47'33"W, 590.00 feet to the South line of said Southwest 1/4 of the Southeast 1/4; thence S89°27'00"W, 750.00 feet along said South line to the Point of Beginning.

Said easement contains 442,379 square feet,
10.16 acres more or less.

Dated this 13TH day of SEPTEMBER 2021

Ryan L. Duckart

Ryan L. Duckart PLS-2834
Brown County Surveyor

WISCONSIN RYAN L DUCKART S-2834 BROWN COUNTY SURVEYOR LAND SURVEYOR

Legend

Brown County monument found as described

Scale: 1" = 200'

0 100 200 400

N

Bearings are referenced to the South line of the Southeast 1/4 of Section 5, T24N-R22E, of the published Brown County Coordinate System, which bears N89°27'00"E.

Drawing: EASEMENT_2021_SC-281.dwg Sheet 1 of 1

Document Number	Document Title

State of Wisconsin
Department of Natural Resources
PO BOX 7921
Madison, Wisconsin 53707-7921

Cost-Share Agreement for Targeted Runoff Management and Notice of Discharge Grant Programs

Form 3400-069 (R 10/22) Page 1 of 5

Recording Area

Notice

This form is authorized by s. 281.65 Wis. Stats., and chs. NR 153 and NR 154, Wis. Adm. Code. Completion of this form is mandatory. Failure to submit a completed form to the Department of Natural Resources (DNR) will result in denial of cost-share funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Public Records Law [ss. 19.31-19.39, Wis. Stats.].

Grant Information

Governmental Unit (Grantee Name)	CSA Number
BROWN COUNTY	NOD21-1

Grant Number	Grant Type
NOD05000Y21	○ TRM Small-scale ◉ NOD ○ TRM Large-scale

Project Name
BRIAN BAENEN NOD

For more information, call or contact:
BROWN COUNTY LWCD
2019 TECHNOLOGY WAY
GREEN BAY WI 54311

Name of Landowner / Operator ☐ Check if this is a name change and provide explanation on page 6

Last Name	First Name	M.I.
BAENEN	BRIAN	L

Street Address	City	State	ZIP Code
4527 CHAMPION RD	NEW FRANKEN	WI	54229

Property Information

Name of Property Title Holder(s) (if not Operator)

Last Name	First Name	M.I.

Street Address	City	State	ZIP Code
		WI	

Legal Description of Property - Contiguous sites under the same ownership:
SW1/4 SE1/4 SEC5 T24N R22E EX N 22' OF W 22' & EX RD, TOWN OF SCOTT, BROWN COUNTY, WISCONSIN

County	Parcel Number	Latitude	Longitude
Brown	SC-281	44.5756	-87.8546

Agreement

The property described above is enrolled in the Targeted Runoff Management or Notice of Discharge Grant Program. Cost-share funds are provided to the landowner/operator in return for the installation, operation and maintenance of best management practices (BMPs) designed to enhance water quality (see s. 281.65, Wis. Stats., and chs. NR 153 and NR 154, Wis. Adm. Code). This agreement commits the landowner/operator, their heirs, successors and assigns to fulfill the cost-share agreement until a satisfaction or release is filed by the governmental unit (grantee). See s. NR 153.22(10), Wis. Adm. Code, for recording requirement with the County Register of Deeds.

The terms of the cost-share agreement, the BMPs, costs and installation schedule are contained in this agreement and are on file with the Governmental Unit (grantee) and the Wisconsin DNR regional and central offices. Governmental units may record special conditions on the final page(s) of this agreement.

Disclosure of non-DNR funding: By signing this contract, the landowner or operator agrees to provide information related to cost sharing and work performed under other federal, state, and local grant programs for practices described in this contract.

This document was drafted by the Wisconsin Department of Natural Resources.

Landowner/Operator

Signed this _____ day of _____, 20___.

Signature of Landowner/Operator

Signature of Landowner/Operator

BRIAN BAENEN
Typed Name of Landowner/Operator

Typed Name of Landowner/Operator

STATE OF WISCONSIN)
Brown County) ss.
)
)

Personally came before me this _____ day of _____, 2022, the above named to me known to be person(s) who executed the foregoing instrument and acknowledge the same.

Signature of Notary Public

RAMA ZENZ
Typed Name of Notary Public

Notary Public Brown County, Wisconsin

◯ My commission (is permanent) ◉ (expires 07/11/2026).

Landowners (if not operator)

If this section is not completed, check one or both of the following that apply:

☒ Landowner is also the operator

☐ Cost-share agreement contains only high residue management, nutrient management, pesticide management, cropland protection cover (green manure)

Signed this _____ day of _____, 20___.

Signature of Landowner/Operator

Signature of Landowner/Operator

Typed Name of Landowner/Operator

Typed Name of Landowner/Operator

STATE OF WISCONSIN)
_____ County) ss.
)
)

Personally came before me this _____ day of _____, 20___, the above named to me known to be person(s) who executed the foregoing instrument and acknowledge the same.

Signature of Notary Public

Typed Name of Notary Public

Notary Public _____ County, Wisconsin

◯ My commission (is permanent) ◯ (expires).

Governmental Unit (grantee)

Signed this _____ day of _____, 2022.

Signature of Authorized Governmental Unit Representative(grantee)

TROY STRECKENBACH
Typed Name of Authorized Governmental Unit Representative (grantee)

STATE OF WISCONSIN)
Brown County) ss.
)
)

Personally came before me this _____ day of _____, 20___, the above named to me known to be person(s) who executed the foregoing instrument and acknowledge the same.

Signature of Notary Public

Typed Name of Notary Public

Notary Public _____ County, Wisconsin

◯ My commission (is permanent) ◯ (expires).

☐ **Add additional signatories**

Terms of the Cost-Share Agreement

Section A - General Requirements

A 1. This agreement is subject to the provisions of s. 281.65, Wis. Stats., and chs. NR 153 and NR 154, Wis. Adm. Code.

A 2. This agreement is effective from the date signed by all parties through the end date of all operation and maintenance periods.

A 3. The parties to this agreement may not discriminate against any contractor hired to fulfill any responsibility under this agreement because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin.

A 4. The state cost-share rate for each BMP listed in this agreement is based on the eligible costs actually incurred and substantiated, subject to cost-containment procedures in chs. NR 153 and NR 154, Wis. Adm. Code.

A 5. This agreement may be amended by mutual agreement of either party, so long as the agreement has not yet expired.

A 6. If a significant archeological or historical site is found, construction is to cease immediately and the BMP will be relocated, redesigned, or deleted to prevent damage to the archeological or historical site. The BMP may be deleted only if approved in writing by the Department of Natural Resources.

A 7. Any loss of cost sharing that results from a cost-share recipient's failure to abide by the conditions of this agreement, or that results from a landowner's voluntary partial or full release from this agreement, shall not invalidate a determination made under s. NR 151.09 or 151.095, Wis. Adm. Code, that cost sharing has been made available to comply with performance standards or prohibitions.

A 8. If a change in ownership occurs during this cost-share agreement period or during the operation and maintenance period, the new landowner shall be responsible for fulfilling all conditions of the cost-share agreement. Long-term compliance with performance standards is the responsibility of the landowner or operator, heirs or subsequent owners or operators.

Section B - Landowner/Operator Shall:

B 1. Design, install, operate and maintain BMPs listed in this agreement according to the specifications identified in chs. NR 153 and NR 154, Wis. Adm. Code, and as identified in the grant agreement between the governmental unit (grantee) and the Department of Natural Resources, which provides cost-sharing funds for this project.

B 2. Operate and maintain each BMP for a minimum of 10 years, except when payment is made for riparian buffers or grassed waterways under s. NR 154.03(1)(i)3, Wis. Adm. Code, then the operation and maintenance period shall be a minimum of 15 years. When not required as a component of another BMP, residue management, cover crop, nutrient management, and pesticide management are exempt from the 10-year operation and maintenance period requirement and only need to be maintained during the years for which cost sharing is received.

B 3. Allow access to the installed BMP by the governmental unit (grantee), the Department of Natural Resources and the Department of Agriculture, Trade and Consumer Protection for site inspection of the BMP for installation, operation and maintenance.

B 4. Pay for the full cost of BMPs installed under this agreement, then seek reimbursement from the governmental unit (grantee). The landowner/operator shall repay to the governmental unit (grantee) cost sharing related to the installation of one or more BMPs if any term of this agreement is not fulfilled, including any of the following:

a. Failure to install, operate or maintain a BMP in accordance with the terms of this agreement and s. 281.65, Wis. Stats., and chs. NR 153 and NR 154, Wis. Adm. Code. Repayment of cost sharing received is not required if the governmental unit (grantee) determines a BMP is rendered ineffective due to circumstances beyond the landowner/operator's control [see s. NR 153.22(8), Wis. Adm. Code].

b. Adopting or changing any land use, practice or management which defeats the purpose of any BMP covered by the cost-share agreement or the runoff management grant agreement.

c. Changing land use or management on the entire property described in this agreement that may cause sources of pollution that were adequately managed at the time this agreement was signed, including compliance with the performance standards under ch. NR 151, Wis. Adm. Code, to produce a significant increase in pollutant loading to surface water or groundwater. If a significant change in land use or management occurs, the landowner shall control the source at his or her own expense or return the full amount of all cost-share payments to the governmental unit (grantee).

B 5. Provide the governmental unit (grantee) with copies of invoices, bills, canceled checks and other proof of the costs and expenditures for BMP installation. The landowner/operator waives all rights to cost-share funds where costs and expenditures have not been documented.

B 6. As required by s. NR 153.22(3)(L), Wis. Adm. Code, amend the cost-share agreement with the governmental unit (grantee) if BMPs are added or deleted and to add or delete BMPs only when the BMPs are consistent with the project grant application submitted under s. NR 153.17, Wis. Adm. Code.

B 7. Eligibility for state funding is contingent upon the timely payment of child support or maintenance payments. Delinquency in child support or maintenance payments will result in nonpayment of state cost-share funds to the landowner/operator.

Section C - Governmental Unit (Grantee) Shall:

C 1. Provide cost sharing to the landowner/operator consistent with this cost-share agreement, contingent upon the availability of state funds. If funds are not available to install all BMPs, the governmental unit (grantee) shall amend the cost-share agreement with the landowner/operator.

C 2. Provide for technical assistance for the design of BMPs listed in this agreement, and any amendments, unless the landowner/operator provides BMP design that has been approved by the governmental unit (grantee).

C 3. Make cost-share payments to the landowner/operator after payment is requested and evidence of contractor payment by the landowner/operator has been received, and the governmental unit (grantee) verifies proper BMP installation.

C 4. Preserve all grant records for a period of 3 years after the lifespan of the longest-maintained BMP. The governmental unit (grantee) shall make these documents available to the Department of Natural Resources upon request.

CSA Number	Typed Name of Landowner/Operator	Initials of Landowner/ Operator	Date
NOD21-1	BAENEN, BRIAN L		

If the estimated state cost-share amount is $50,000 or more, the appropriate DNR Regional Nonpoint Source Coordinator must approve this document before the landowner or operator signs it.

Cost-Share Agreement for Targeted Runoff Management and Notice of Discharge Grant Programs
Best Management Practice(s), Cost(s), and Installation Schedule

Form 3400-069 (R 10/22)

The cost-share recipient shall implement and maintain all best management practices listed here, unless otherwise amended in accordance with this agreement. Enter the maximum state cost-share rate from the grant agreement.

Installation Period	
From (MM/YY)	To (MM/YY)
12/01/2022	12/31/2023

Field #	DNR BMP Code	Best Management Practice Name	Unit	Quantity	Unit Cost ($)	Flat Rate	Estimated Total Cost ($)	State Cost-Share Rate (%)	Estimated Cost-Share Amounts			Estimated Year to be Installed
									*State Cost-Share ($)	Landowner/Operator ($)	**Other Programs ($)	
	R21	Relocate/Abandon Animal Feeding Operation	No.	1		☐	189,458.00	70 %	132,620.00	56,038.00		2023
						☐		%				20
						☐		%				20
						☐		%				20
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						☐		%				20
						☐		%				20
						☐		%				20
						☐		%				20
Other:						☐		%				20
Other:						☐		%				20
					Totals		$189,458.00		$132,620.00	$56,038.00		

*The final State cost-share amount may be less based on actual eligible costs but not exceed total grant award.

** Identify Program Name(s)

CSA Number	Typed Name of Landowner/Operator	Initials of Landowner/Operator	Date
NOD21-1	BAENEN, BRIAN L		

CSA Special Conditions Information:

See attachment for estimated costs to abandon/rehabilitate the site

A Non-point Source Easement agreement signed on _____ (insert date) is incorporated herein by reference

Baenen Easement Clean-up 9/20/2022 JH

Site	Location Description	Work to Be Completed	Equipment	Materials	Hours	Cost/Hr	Total
1	Outdoor lots to the northeast	Remove fencing posts and high-tensile wire	Laborer & Skid Steer	Disposal Cost - $200	16	$ 122.06	$ 2,152.96
		Thick waste in areas to be spread out across larger area & incorporated	Payloader & Tractor/Spreader/Disc		16	$ 197.38	$ 3,158.08
		Regrade areas as needed to shed precipitation	Dozer		16	$ 128.53	$ 2,056.48
		Permanent seed area and/or return to cropland	Tractor/Drill	Seed 2.2 acres - $800	6	$ 86.45	$ 1,318.70
2	Storage area along the road	Sell remaining baled feed & clean area	Skid Steer		16	$ 80.27	$ 1,284.32
		Relocate and/or sell old combine, truck & trailer	Payloader	Disposal Cost - $500	8	$ 110.93	$ 1,387.44
		Dispose of tires	Truck/Trailer	Disposal Cost - $1500	4	$ 133.85	$ 2,035.40
3	Barnyard area	Clean remaining waste in eastern section of animal shelter (50'x44'x3")	Payloader & Tractor/Spreader		4	$ 197.38	$ 789.52
		Fill in old outdoor barnyard area on bedrock with soil (120'x50'x2' = 444 cu yd)	Dozer	Purchased Soil & Delivery $11/yd = $4884	6	$ 128.53	$ 5,655.18
4	Wastewater in east barn stalls	Create holes in concrete curbs & remove manure solids	Laborer & Skid Steer		4	$ 122.06	$ 488.24
5	Upright silo cleaning	Remove waste feed from concrete silos	Tractor/Spreader & Laborer		4	$ 128.24	$ 512.96
		Remove waste corn from steel silo	Tractor/Spreader & Laborer	Vacuum Truck - $2500	8	$ 128.24	$ 3,525.92
6	Below grade feed storage area	Remove waste and field apply	Tractor/Spreader & Payloader		4	$ 197.38	$ 789.52
		Relocate/sell concrete blocks	Payloader		4	$ 110.93	$ 443.72
		Fill area with soil (2300sf x 4' = 341 cu yd)	Dozer	Purchased Soil & Delivery $11/yd = $3751	6	$ 128.53	$ 4,522.18
7	North equipment storage area	Relocate/sell equipment	Payloader & Laborer		16	$ 152.72	$ 2,443.52
		Regrade areas as needed to shed precipitation	Dozer		16	$ 128.53	$ 2,056.48
		Permanent seed area and/or return to cropland	Tractor/Drill	Seed 2.4 acres - $900	6	$ 86.45	$ 1,418.70

Baenen Easement Clean-up 9/20/2022 JH

Site	Location Description	Work to Be Completed	Equipment	Materials	Hours	Cost/Hr	Total
8	Southwest bunker silo area	Clean remaining waste in northeastern bunker (2 cu yd)	Laborer & Skid Steer		1	$ 122.06	$ 122.06
		Excavate waste from bunker drainage ditch (780 feet long, 12" deep) & field apply	Excavator & Tractor/Spreader		32	$ 198.22	$ 6,343.04
		Restore waterway (seeding/mulching 0.4 acres)	Laborer	Seed & mulching - $620	8	$ 41.79	$ 954.32
				Total:			$ 43,458.74
				Cost Share Rate:			70%
				Reimbursement:			$ 30,421.12

Equipment	Cost/Hr
Laborer	$ 41.79
Skid Steer + Operator	$ 80.27
Payloader + Operator	$ 110.93
Dozer + Operator	$ 128.53
Tractor + Operator	$ 86.45
Truck/Trailer + Operator	$ 133.85
Excavator + Operator	$ 111.77

Rates from WI DOT Highway Maintenance Manual (02 25 50)

LAND AND WATER CONSERVATION

Brown County

2019 TECHNOLOGY WAY, STE. 104
GREEN BAY, WI 54311

MIKE MUSHINSKI

PHONE (920) 391-4620 WEB: www.browncountywi.gov

COUNTY CONSERVATIONIST

DATE: **February 14, 2023**

REQUEST TO: **Land Conservation Committee**

MEETING DATE: **March 28th, 2023**

REQUEST FROM: **Mike Mushinski**
County Conservationist

REQUEST TYPE: x New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: **Non-point Source Easement**

ISSUE/BACKGROUND INFORMATION:

The Brown County Land & Water Conservation Department has received a Notice Of Discharge Grant which will control surface and groundwater runoff from a farm located in the Town of Scott. Easement amount of $95,200 has been appropriated though a state grant and will be paid after easement and cost share agreement are signed and site cleanup has occurred.

ACTION REQUESTED:

Land Conservation Committee and County Board Approval

FISCAL IMPACT:

NOTE: *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. What is the amount of the fiscal impact? $___0_____
2. Is it currently budgeted? x Yes ☐ No ☐ N/A *(if $0 fiscal impact)*
   a. If yes, in which account? __100.048.001.5801_____
   b. If no, how will the impact be funded? _____
   c. If funding is from an external source, is it one-time x or continuous? ☐

The $95,200 easement, paid to landowner, will be reimbursed back to Brown County from state grant.

3. Please provide supporting documentation of fiscal impact determination.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

2022 Wildlife Damage Abatement and Claims Program (WDACP) Update

*2022 WDACP Claims

10 Participants 8 Claims Filed

Assessed Damage	Eligible Claims	Status	Acres Appraised	Acres Damaged	Deer Damage	Deer Acres	Bear Damage	Bear Acres	Turkey Damage	Turkey Acres	Goose Damage	Goose Acres	Elk Damage	Elk Acres
$2,443.14	$1,943.14	PENDING	9	3.5	$0	0	$0	0	$0	0	$2,443.14	3.5	$0	0
$4,876.06	$4,376.06	PENDING	45	15.75	$0	0	$0	0	$0	0	$4,876.06	15.75	$0	0
$4,714.2	$4,214.2	PENDING	75.4	26	$0	0	$0	0	$0	0	$4,714.2	26	$0	0
$1,211	$1,076	PENDING	4	1	$0	0	$1,211	1	$0	0	$0	0	$0	0
$14,151.79	$10,000	PENDING	53.4	20.2	$0	0	$0	0	$0	0	$14,151.79	20.2	$0	0
$324	$0	PENDING	11.7	5	$0	0	$0	0	$0	0	$324	5	$0	0
$7,548.8	$6,639.04	PENDING	161	25.8	$5,410.66	14.95	$0	0	$0	0	$2,138.13	10.85	$0	0
$23,169.29	$10,000	PENDING	121.7	48	$0	0	$0	0	$0	0	$23,169.29	48	$0	0
$58,436.28	$38,248.44		481.2	145.25	$5,410.66	14.95	$1,211	1	$0	0	$51,816.61	129.3	$0	0

Crop	No. of Claims	Assessed Damage	Appraised Acres	Damaged Acres	Loss on Yield
Alfalfa	5	$19,311.3	189.8	68.5	63.65
Bee Hives	1	$1,211	4	1	1.211
Corn Grain	1	$4,121.14	82	5	654.15
Small Grains	2	$1,901.18	36.5	7.3	265.9
Soybeans	4	$40,853.65	177.9	63.45	2,952.61
Total		$58,436.28	481.2	145.25	5,137.31

*2022 WDACP Shooting Permits

Deer – 1 permit; 12 deer harvested

*2022 City of Green Bay Deer Management Program

9 Deer harvested on Brown County Farm property sites

*Brown County Deer Advisory Council (CDAC)

Recommended Deer Population Objective for 2021-2023 is Decrease

Public Comment Period on permit and season preferences April 8th-16th. DNR will provide information from the Deer Metric System and ask for feedback that CDAC will consider in making their recommendations

Next CDAC meeting is April 27th – Recommendations for 2023