

RESOLUTION NO.: Z-14--2016-17

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The Outagamie County Zoning Administration is in agreement to cooperate in a wildlife
2 damage management project described in the attached Cooperative Service Agreement
3 between the Outagamie County Zoning Department and the United States Department of
4 Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) Wildlife
5 Services.

6
7 NOW THEREFORE, the undersigned members of the Agriculture, Extension Education, Zoning
8 and Land Conservation Committee recommend adoption of the following resolution.

9 BE IT RESOLVED, that the Outagamie County Board of Supervisors does recommend approval
10 of the proposed contract between the Zoning Administration and the USDA-APHIS Wildlife Services to
11 review storm water ponds and make recommendations on behalf of the Federal Aviation Administration
12 (FAA). The recommendations are in effect reducing wildlife attractants that will impact ATW,
13 Appleton International Airport; see the attached document, which by reference is made a part hereof,
14 and

15 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a
16 certified copy of this resolution to the Outagamie County Zoning Administrator.

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18 Dated this ____ day of January, 2017.

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Respectfully Submitted,
AGRICULTURE, EXTENSION
EDUCATION, ZONING & LAND
CONSERVATION COMMITTEE

Daniel Rettler

Keith Surprise

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Daniel Melchert

Debra VanderHeiden

BJ O'Connor-Schevers

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

WS-ER (6-14)

Agreement No.:
WBS Element:

COOPERATIVE SERVICE AGREEMENT
Between
OUTAGAMIE COUNTY ZONING DEPARTMENT (OCZD)
and the
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and OCZD agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. OCZD will provide the U.S. Department of Agriculture the sum of **\$3,015.00** to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed date.
3. OCZD ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS WS will be used for wildlife damage management activities.
5. Nothing in this agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
6. OCZD certifies that APHIS WS has advised OCZD that there may be private sector service providers available to provide wildlife management services that OCZD is seeking from APHIS WS.
7. The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective January 1, 2017 and shall continue in effect until the completion or termination of the project and will expire on December 31, 2017. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event OCZD does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 39-6005724

Outagamie County Zoning Administration
County Administration Building
410 S. Walnut Street
Appleton, WI 54911

USDA-APHIS-Wildlife Services
732 Lois Drive
Sun Prairie, Wisconsin 54501

DANIEL HIRCHERT Digitally signed by DANIEL HIRCHERT
DN: cn=DANIEL HIRCHERT, o=USDA, ou=Department of Agriculture,
serial=2016.02.11.11:27:48Z

Cooperator's Signature Date

State Director Date

Black Ink Only

Shoreland Vegetation Buffer Agreement

Document No./Plan I.D. No.:	This Agreement is made between the Governmental Unit and riparian Owner(s)	
Parcel Identifier No. (PIN):	Agreement Date:	
Governmental Unit: Winnebago County Zoning Dept.	Riparian Owner(s):	
We, Riparian Owner(s) (Owner) acknowledge that a vegetative buffer is being required to be installed on the following Property (Provide legal land description. Use reverse side if additional space is needed): _____ _____ _____ _____		Name and Return Address

Owner(s) agree to the following:

1. Owner will conform to all applicable requirements of the General Code of Ordinances for Winnebago County, Chapter 27 Shoreland Zoning Code relating to shoreland vegetative buffer zone establishment, restoration, enhancement and/or preservation. The definition of a vegetative buffer zone is: An area along, and parallel to, the ordinary high water mark, one half of the distance from the water's edge landward to the building setback line, that is either undisturbed or restored with native vegetation that provides or will provide natural features and functions for fish and wildlife habitat, water quality protection, and natural scenic beauty.
2. Authorized representatives of Governmental Unit may enter onto the Owner's Property at the above description to determine if the shoreland vegetative buffer as approved in the Owner's plan has been established, restored, enhanced and/or preserved.
3. Governmental Unit shall determine that the Property is in noncompliance if at any time it is determined that the shoreland vegetative buffer has been removed, destroyed, degraded, allowed to deteriorate, and/or reduced in size contrary to the Owner's approved plan.
4. Noncompliance will not terminate this Agreement or allow for the removal, destruction, degradation and/or reduction in size of the shoreland vegetative buffer.
5. This Agreement will remain in effect until Governmental Unit, which is responsible for the issuance of zoning permits and regulation of the shoreland vegetative buffers, certifies that the Owner is no longer required to maintain the vegetative shoreland buffer.
6. This Agreement is binding upon the Owner and his/her heirs, successors, and assigns. The Owner(s) shall have this Agreement filed and recorded with the Winnebago County Register of Deeds in a manner which will permit the existence of the Agreement to be determined by reference to the Property containing the shoreyard vegetative buffer.

Owner(s) Name(s) (PLEASE PRINT)	Subscribed and sworn to before me on this date:	Governmental Unit Official Name: (PLEASE PRINT)
		Governmental Unit Official Title: (PLEASE PRINT)
Notarized Owner(s) Signature(s):	Notary Public (Signature) My commission expires:	Governmental Unit Official Signature:

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m)]

Black Ink Only

December 29, 2015

WORK PLAN

Wildlife Species: Multiple species.

Description of Damage: Wildlife pose hazards to aircraft and the flying public at the Appleton International Airport (ATW). These hazards can increase with the development of stormwater ponds and other wildlife attractants within 5 miles of ATW.

Location: Stormwater management proposals within 5 miles of ATW.

Services Provided: APHIS WS was requested by the Outagamie County Zoning Department (OCZD) to provide recommendations regarding proposed stormwater ponds and other wildlife attractants proposed for construction within 5 miles of the ATW. These proposals could be requested at any time throughout the year and APHIS WS are regarded by the Federal Aviation Administration and the Wisconsin Department of Transportation, Bureau of Aviation as the experts regarding wildlife hazards and their management near airports. APHIS WS will review the proposals using the best available science, knowledge, and local experiences and provide recommendations to reduce the risk of wildlife hazards utilizing the proposed wildlife attractant. APHIS-WS will comply with all necessary recordkeeping requirements, including compliance with the National Environmental Policy Act.

The Cooperator and APHIS-WS Agree:

- All activities will be conducted according to Federal, and applicable State and local laws, regulations, permits, and other authorities.
- It has been understood that OCZD will be responsible for issuing any required local permits and enforcement of APHIS WS recommendations for wildlife attractants near ATW. APHIS WS is a non-regulatory agency and has no enforcement abilities. If APHIS WS recommendations are not enforceable by OCZD, APHIS WS' recommendations may become more restrictive to ensure the safety of the flying public at ATW.

FINANCIAL PLAN

Personnel Costs	\$2,371.00
Supplies & Equipment.....	\$ 0.00
Subtotal (Direct Costs)	\$2,371.00
Mileage Costs	\$ 261.00
Indirect Costs	\$ 383.00
TOTAL	\$3,015.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$3,015.00**.

Financial Point of Contact

Cooperator:	Tim Roach	Phone: 920-832-6033
APHIS, WS:	Donna Evans, Budget Analyst	Phone: 608-837-2727