

Curtis Stibb	CITY OF COLUMBUS WATER QUALITY TRADING AGREEMENT	Tax Parcel Numbers: 11018-1, 11018-2, 11018-9 11018-9.B, 11018-8, 11018-7 11018-18, 11024-654, 11024-655 11018-5.01, 11018-6, 11018-13 11018-12, 11018-3, 11030-546 11030-547, 11030-545, 11018-12 11018-13, 11018-16, 11018-17 11018-15, 11018-10, 11018-11 11018-39.03, 11018-3
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This Agreement is entered into as of the ____ day of _____ 2024, by and between the **City of Columbus (“City”)** and **Curtis Stibb (“Owner”)**.

RECITALS

1. **Background.** The City is participating in a Water Quality Trading (WQT) program. The goal of WQT is for the City to receive credit for implementing agricultural conservation practices. The main pollutant of concern is total phosphorus (TP). A secondary pollutant of concern is total suspended solids (TSS). TSS is the main mechanism of transport for TP because of the fact that phosphorus attaches to solids. Benefits of WQT will also be improved soil health and water quality in other surface waters in the Upper and Lower Crawfish River Watersheds. The program was established in 2020 between the City and Curt Stibb and has been implemented through the County for the past 4 years. This agreement will be a new agreement to extend the WQT agreement for a 5-year period and incorporate changes learned, technological advancements and program changes in the first agreement.

2. **Parties to Agreement.** The parties to the Agreement are the City of Columbus and Curtis Stibb. This Agreement is a standalone Agreement between Parties. The County is acting pursuant to the Service Agreement between the City and County concerning implementation of the WQT agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

3. **Project Area.** The project area for the Owner’s land is shown in Appendix A. The map shows the approximate area for installation of management measures agreed to in this Agreement.

4. Agreement Practices and Lengths. The management measures to be implemented through this Agreement are described in accordance with National Resources Conservation Service’s (NRCS) naming convention.

The Agreement duration agreed upon by the Parties is 5 years. The City and Owner agree to extend this agreement for an additional 5-year period upon mutual review and revision to this agreement. Nutrient Management Plans are not eligible for this Agreement. The NRCS practice names, practice code numbers, and practice acreages for the 5-year agreement are shown in Table 1 below. The Owner will be allowed to adjust which fields are in the cover crop program as necessary due to weather and other environmental conditions, given P credit reduction modeled in Snap Plus remains within 10% of the specified amount in the WQT plan, 210 P credits, and all fields remain within the watershed.

Existing buffer strips removed for crop rotation shall be done only as approved by County and should be done in conjunction with cover crop rotation to comply with the requirement to be within 10% of the specified amount in the WQT plan. When buffer strips are reestablished in areas used for a rotational crop, new buffer strip should be treated as a new installation and reimbursed by the City per this agreement.

Table 1 – Management Measure Practice Summary

NRCS Management Measure Name and Component	NRCS Code Number	Acres
Filter Strip	393	2
Filter Strip	393	2
Filter Strip	393	2
Filter Strip	393	5
Cover Crops	340	29
Cover Crops	340	19
Cover Crops	340	24
Cover Crops	340	73
Cover Crops	340	35
Cover Crops	340	18
Cover Crops	340	8
Cover Crops	340	12
Cover Crops	340	8
Cover Crops	340	20
Cover Crops	340	12
Cover Crops	340	33

*This is a list of potential fields for the cover crop program for the duration of the agreement. It is not intended that cover crop will be planted on every field listed every year of the agreement.

Cover crops:

Cover crops shall be installed as approved by the County based on the seeding rate and dates recommended in Table 1. of the NRCS Wisconsin 340 Cover Crop Guidance Document provided in Attachment 1. If other installation methods are used, seeding rate and dates should be adjusted and approved by the County.

Methods for seeding cover crops shall be approved by the County and shall include but are not limited to:

- Broadcast
- Drill
- Aerial

5. Initial Practice Payment. The Owner and County will be responsible for working together to solicit bids and install all new practices agreed upon between the City and Owner that are not existing from previous agreements. The City will reimburse initial practice installation costs in full after the management measure construction has been successfully implemented, including cover crops. The City will pay the Initial Practice Payment within 60 days of County approval.

6. Annual Rental Payment for Land Taken Out of Production. In addition to the Initial Practice Payment, the City will pay Owner an additional annual payment for the following practices that take land out of production: Filter Strips, Grassed Waterways, and Cover Crops. In this case, the annual rental payment is \$4,060 per year. This was determined by negotiating an increase to the rate provided by County guidance on rental rate by soil type. Details of the negotiated payment structure are given in Appendix B. The payment will be based off the first year payment and then adjusted annually in accordance with the consumer price index (CPI) for subsequent years of the agreements.

The annual rent payment for land taken out of production will be made by the City to Owner after the Annual Certification documentation is submitted by the County and the City confirms that the projects are continuing in a successful mode. City shall pay Owner within 30 days of confirmation.

7. Annual Operation and Maintenance Payment Per Year. An Operation and Maintenance (O&M) payment of \$3,200 will be paid by City to Owner within 30 days of the end of each calendar year of the contract. Details of this payment structure are given in Appendix B. The payment will be based off the first year payment and then adjusted annually in accordance with the consumer price index (CPI) for subsequent years of the agreements.

8. Reimbursable Costs. Material costs are able to be reimbursed up to \$3,000 dollars over the contract period for materials purchased for Operation and Maintenance purposes. The Owner will pay for costs for fertilizer related to the improvements. Details of this payment structure are given in Appendix B. Receipts for materials are to be submitted to City within 60

days of purchase. The City will acknowledge and either approve or reject the reimbursement request within 10 business days of receiving the request. The City will disburse funds for the reimbursable materials within 60 days of approval of the reimbursement request.

9. Annual Certification. Owner agrees to let a member of the County staff on its land at least once per year for all contract years for an inspection of the practices, after sufficient prior notice.

10. Operation and Maintenance. Practices must be operated and maintained in accordance with NRCS Technical Standards. Operation and Maintenance in accordance with NRCS –COA-1202 CPC Section 6 must be followed.

11. Termination and Survival. If the Owner fails to carry out the terms and conditions of this Agreement, the City may terminate this Agreement.

The City may terminate this Agreement without liability, if the City determines that continued operation of this Agreement will result in the violation of a statute or regulation, or if the City determines that termination would be in the public interest. Annual Payments will not be made by City to Owner from the termination date forward.

If termination of the Agreement occurs before the end of the term of Agreement, the Owner shall reimburse the City for the full value of the Initial Practice Payment unless at least three years have passed since the installation of the practice. After three years have passed from the date of installation, a prorated amount of the Initial Practice Payment would be refunded according to the following schedule (Table 2) and paid within 60 days of the transfer of ownership:

Table 2 – Initial Practice Payment Refund Schedule

	Percentage of Initial Practice Payment To Be Repaid if Owner Terminates Agreement Before X Years Are Completed.				
	1 Yrs	2 Yrs	3 Yrs	4 Yrs	5 Yrs
5-Year Agreement	100%	100%	100%	75%	65%

If the Owner wishes to sell or transfer ownership of a portion of the land that is included in the management practices, the Owner must approach the City to amend the Agreement. The City has the right to approve or reject based on the intent and objectives of the Agreement. The City will calculate the percentage of the original practice that is impacted, and the Owner will owe that percentage of the Initial Practice Payment, multiplied by the percentage listed in the above chart based on how long the practice was in place before the date of sale or transfer. For example:

A 20-acre parcel has a 5-year Agreement term with an Initial Practice Payment of \$5,000. The Owner wants to amend the Agreement to sell 5 acres before the 4th year of the Agreement is completed:

5 Acre/20 Acres = 25% of the Initial Practice Area x \$5000 x 75% = \$937.50 repaid to the City within 60 days of transfer of ownership.

12. Confidentiality. The City and County will need accurate field-specific information to plan for, design, and construct selected practices. The Owner is expected to share farm operational information with the City and County so that Snap Plus modeling can be completed. This farm operational information includes but is not limited to: soil test data, soil types, crop rotation, topography, fertilizer application and animal units. The information will be shared with appropriate City personnel and appropriate County Land and Water Conservation staff only. The City will not share the information with the media or public unless required by law. The City will not disseminate any information that identifies the Owner's property, farming operations, or farming practices with any entity outside the project unless required by law.

13. General Understandings. Owner understands and agrees to the following:

- a. That we are entering this agreement voluntarily.
- b. That any changes we make on the property will be our choice and our responsibility and we will not hold the project or its implementers responsible for any impacts caused by these changes.
- c. That the City will not release any information about the property, our farming practices or our farming operations unless required by law. However, the project will be allowed to display in an anonymous fashion, the list of changes, the estimated costs, the estimated phosphorus reductions, and the payments made resulting from our participation in the program.

14. Notices. All notices to either party to this Agreement shall be delivered in person or sent by regular mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent.

Notices shall be as follows:

Engineer:

Jason Lietha
Ruekert & Mielke, Inc.

W233 N2080 Ridgeview Parkway, Suite 300
Waukesha WI 53188-1020
262.953.4154
jlietha@ruekert-mielke.com

City:

Jacob Holbert
Columbus Utilities
105 North Dickason Blvd
Columbus WI 53925
920-623-5912
jholbert@columbusutilitieswi.com

Owner:

Curt Stibb
Stibb Farms LLC
N2151 County Road C
Rio, WI 53960
608-212-8364
Stibbfarms.cs@gmail.com

County:

Todd Rietmann
Columbia County
112 E. Edgewater Street
Portage, WI 53901
608.742.9670
Todd.Rietmann@columbiacountywi.gov

15. Severability. In the event that any one or more of the provisions, paragraphs, words, clauses, phrases or sentences contained in this Agreement, or the application thereof in any circumstance, is held invalid, illegal, or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision, paragraph, word, clause, phrase or sentence in every other respect and of the remaining provisions, paragraphs, words, clauses, phrases or sentences of this Agreement shall not be in any way impaired, it being the intention of the parties that this Agreement shall be enforceable to the fullest extent permitted by law.

16. Entire Agreement. This Agreement sets forth the entire understanding of the parties and shall be recorded at the Register of Deeds for Columbia County, Wisconsin. This Agreement may not be changed except by a written document duly executed and acknowledged by all parties hereto and properly recorded in the office of the Register of Deeds for Columbia County, Wisconsin.

17. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions herein shall be construed to be a waiver of such a right or power. A waiver by a party of any obligations of the other party shall not be construed to be a waiver of any breach or any other terms or conditions of this Agreement.

18. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person, persons or entity violating or attempting to or threatening to violate any terms or conditions contained herein, either to restrain or prevent such a violation or to obtain any other available relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees, from the non-prevailing party.

19. Not a Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the property affected hereunder to the public or for any public purpose whatsoever.

20. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Wisconsin.

Effective as of the last date set forth below:

IN WITNESS WHEREOF, the City of Columbus and Curtis Stibb have executed this Agreement as of the day and year first above written.

CITY OF COLUMBUS

Curtis Stibb

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____ Authorized Member _____

Date: _____

Date: _____

DRAFT

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally came before me this _____ day of _____, 2024, the above named _____, the _____ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin

[SEAL]

My commission: _____

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally came before me this _____ day of _____, 2024, the above named _____, the _____ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin

[SEAL]

My commission: _____