

SUBJECT: Information Item: Almond Deer Farm Update

FOR: DECEMBER 2011 BOARD MEETING
TUESDAY

TO BE PRESENTED BY / TITLE: Tami Ryan, Wildlife Health Section Chief

SUMMARY:

In April 2011, the Natural Resources Board approved the Department purchase of a former deer farm known as Buckhorn Flats in Portage County. Following acquisition the property officially became a Bureau of Wildlife Management program property. Staff in the Bureau's Wildlife Health Section, the West Central District, and Northeast District have taken steps towards public outreach with the local community, developed a property management plan and biosecurity protocols, are working towards the installation of a secondary fence, and are awaiting research proposals that will advance the scientific understanding of Chronic Wasting Disease.

RECOMMENDATION:

LIST OF ATTACHED MATERIALS:

- No Fiscal Estimate Required
- No Environmental Assessment or Impact Statement Required
- No Background Memo

- Yes Attached
- Yes Attached
- Yes Attached

APPROVED:

Tom Hange
Bureau Director,

11/20/11
Date

[Signature]
Administrator,

11/21/11
Date

Watts [Signature]
Secretary, Cathy Stepp

11/21/11
Date

cc: NRB Liaison
DNR Rules Coordinator

DATE: November 21, 2011
TO: Natural Resources Board
FROM: Cathy Stepp
SUBJECT: Almond Deer Farm Update

FILE REF: 2300

The first case of Chronic Wasting Disease (CWD) among Wisconsin's farm-raised deer occurred in a white-tailed deer buck shot by a hunter at the property (formerly known as Buckhorn Flats) in September 2002. This situation prompted the eventual depopulation of the entire farm. The deer, a mix of does and yearlings, were destroyed on January 17, 2006 - 4 years later - by U.S. Department of Agriculture shooters under a USDA agreement with the farm owner. Sixty of the 76 animals tested positive for CWD. The 76 deer constituted the breeding herd in the breeding facility on the farm. The property also had a hunting preserve until 2005. Four deer, two does and two fawns, the only deer remaining in the former preserve, were killed and tested as well. CWD was not detected in those animals. The total number of deer to test positive from this farm from the initial discovery to final depopulation is 82. The nearly 80% prevalence rate discovered on Buckhorn Flats is the highest prevalence recorded in any captive cervid operation in North America.

The DNR acquired the property on April 13, 2011. After extensive consideration and pursuit of several options, it was decided that purchasing the property and subsequent management of the property is the only realistic option to keep the fences intact. Wisconsin's wild white-tailed deer herd is one of the state's most valuable natural resources, and those deer are a valuable resource of recreational, economic, and ecological significance to all citizens of the state. CWD is a serious long-term threat to Wisconsin's deer herd and the future of Wisconsin's hunting traditions. Over 1,200 free-ranging deer have been tested since 2002 in Portage County with no detections of CWD. We have very high levels of confidence that CWD does not occur in the free-ranging herd in this area. This is of particular significance considering this farm is located 60 miles north of any known occurrence of CWD in wild deer.

Background

The Hall farm is the most concerning of the depopulated game farms in Wisconsin because of its potential high level of soil contamination. Similar concerns exist to some degree for all nine positive farms and any future farms in which CWD positive cervids are found. However, Buckhorn Flats is a unique situation due to the nearly 80% prevalence rate that occurred there, which is the highest infection rate in a captive cervid farm in North America and perhaps the world. The property has undergone cleaning and disinfection per USDA guidelines. Under the established premise plan, no species of cervids could be brought onto the property for five years, and fences were to be maintained to keep free-ranging deer from entering the property. The premise plan expired on May 24, 2011. Despite this five year premise plan and site decontamination, the department had serious concerns over the bioavailability of infectious prions at this site to free-ranging white-tailed deer should the fences be removed or otherwise compromised.

Based on current scientific knowledge, CWD prions are known to persist in the environment for at least 3 years and potentially much longer. Evidence of environmental transmission was documented in a Colorado research facility where mule deer became infected with CWD. Furthermore, the likely transmission of CWD via soil is corroborated by recent studies that show that prions bind to soil components with high affinity and are not easily removed by water. These findings suggest that soil may contribute more significantly to TSE transmission than previously recognized.

Department Actions to Date

The department has reached out to inform the local community regarding the background of the Almond Farm as well as future plans for the property. A secondary fence, research, and occupancy of the house are all topics of interest. A description of each topic is identified below:

- A. A Property Management Plan was developed to provide a background and future plans for the property. Chapters within the plan include a description of the property, research opportunities, facilities, public communications, and biosecurity protocols (see attachment).
- B. We held a public meeting the evening of July 28th at the Almond-Bancroft School. Twenty-nine people signed in and stayed for the 2-hour duration including local deer farmers, conservation congress delegates, etc. Following 45 minutes of presentation, the meeting focused on the question and answer period. We also asked attendees how they could help in varying capacities at the Almond Farm (see attachment).
- C. We expect to begin timber removal from outside the fence this winter. Timber removal from inside the fence has begun with hazardous trees removed. The construction of a second fence 10 – 12 feet outside the present fence will begin in the spring. This will add an additional level of security for keeping wild deer from entering the farm and maintain the integrity of the perimeter (see attachment).
- D. We plan to use the Almond Farm as a CWD research facility. Because the question of how long a contaminated site is a risk to deer is of national and international interest, there are opportunities for research and, hopefully, funding at this facility. One way to potentially assess whether there is a risk to deer from the Almond Farm is to conduct bioassays focusing on prions persisting in soil and what role environmental contamination plays in disease transmission. A proposal is pending from the University of Wisconsin – Stevens Point that concerns prion degradation via composting. The group is seeking additional funding from the University of Wisconsin – Madison and representatives in Canada. USGS is also contemplating a proposal contingent on funding from their pending federal budget. Any proposed research that includes bringing captive cervids onto the property will be thoroughly reviewed by the department as well as external CWD experts prior to permission being granted to ensure that the health of the wild deer herd will not be endangered. The double fencing described above will be critical to minimize the risk of ingress of free-ranging and possible escape of any experimental animals.
- E. The house is rented and currently occupied by a department employee. The Lessee agrees to perform weekly fence inspections to insure that the fence integrity has not been compromised. The Lessee also pays for all utilities, and will provide lawn care, snow removal, gutter cleaning, and other miscellaneous maintenance as needed. In exchange for these services the monthly rental fee has been waived. It is agreed that the Lessor and the Lessee shall review said waiver of

the monthly rental charge at the end of every twelve months that this lease is in effect (see attachment).

Attachments

- Almond Farm Property Management Plan
- Questions/Comments from Almond Farm Public Meeting (07-28-2011)
- DNR News Release – Almond Farm Public Meeting Announcement (07/18/2011)
- External Fence Aerial Photo
- Occupancy Agreement
- Natural Resources Board Agenda Item – Land Acquisition of the Almond Farm (March 2011)

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Almond Farm

Property Management Plan

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CHAPTER ONE

BACKGROUND & SUPPORTING INFORMATION

Background

The first case of CWD among Wisconsin's farm-raised deer occurred in a white-tailed deer buck shot by a hunter at Buckhorn Flats in September 2002. This situation prompted the eventual depopulation of the entire farm. The deer, a mix of does and yearlings, were destroyed on January 17, 2006 by U.S. Department of Agriculture shooters under a USDA agreement with the farm owner, Stan Hall. Tissue samples were sent to the Wisconsin Veterinary Diagnostic Laboratory for initial screening tests and to the USDA National Veterinary Services Laboratories in Ames, Iowa, for confirmation.

These laboratory results show that 60 of the 76 animals tested positive for chronic wasting disease. The 76 deer constituted the breeding herd on Hall's farm. He also operated a hunting preserve on the property until 2005. Four deer, two does and two fawns, the only deer remaining in the former preserve, were killed and tested as well. CWD was not detected in those animals. The total number of deer to test positive from this farm from the initial discovery to final depopulation is 82. The CWD infection rate was nearly 80%, the highest ever in a North American captive herd.

The property has undergone cleaning and disinfection as per USDA guidelines. Under an established premise plan, no species of cervids could be brought onto the property for five years, and fences must be maintained to keep wild deer from entering the property so long as the property remained under current ownership. The premise plan expired on May 24, 2011.

Despite the five year premise plan and site decontamination, The WI DNR has concerns over the bioavailability of infectious prions at this site to wild white-tail deer should these fences be removed. Current research indicates that prions can persist in soil for a minimum of 3 years. However, Georgsson *et al.* (2006) concluded that prions that produced scrapie disease in sheep remained bioavailable and infectious for at least 16 years in natural Icelandic environments, most likely in contaminated soil. Additionally, the authors reported that from 1978-2004, scrapie recurred on 33 sheep farms, of which 9 recurrences occurred 14-21 years after initial culling and subsequent restocking efforts; these findings further emphasize the effect of environmental contamination on sustaining TSE infectivity and that long-term persistence of prions in soils may be substantially greater than previously thought. Evidence of environmental transmission also was documented in a Colorado research facility where mule deer became infected with CWD in two of three paddocks where infected deer carcasses had decomposed on site 1.8 years earlier, and in one of three paddocks where infected deer had last resided 2.2 years earlier (Miller *et al.* 2004).

Environmental contamination has been identified as a possible cause of recurrence of CWD-infection on elk farms in Canada, when elk were reintroduced one year after depopulation, clean up and disinfection. To date, 8 CWD infected farms remain under CFIA (government of Canada) quarantine indefinitely and will not be allowed to repopulate with cervids until there is additional research on detection of prions in soils and better understanding of the duration of persistence of disease-causing prion post depopulation of CWD-infected cervid farms (Douglas, CFIA, pers. comm.).

Furthermore, the likely transmission of CWD via soil is corroborated by recent studies showing long-term persistence of prions in soil, that prion binds to soil components with high affinity and is not easily removed by water, and that oral prion disease transmission may be enhanced when bound to soil (Johnson *et al.* 2006, Schramm *et al.* 2006, Johnson *et al.* 2007). These findings suggest that soil may harbor more TSE infectivity and contribute more significantly to TSE transmission than previously recognized.

These studies highlight the concerns about the risk of transmission via environmental contamination beyond five years and that efforts should be made to prevent free-ranging deer from coming into contact with these contaminated facilities.

Description of Property

The Almond Farm is an eighty acre farm located in section 29, Town of Almond, Portage County, WI (just west of the Village of Almond). There are 25 acres of cropland and 55 acres of woodland on the property. Approximately 65 acres of the property are fenced. This is the area that was previously used as a deer farm. On the northwest side of the property is a single-family ranch style residence and small shed located outside the fence. The driveway to the house continues east to access a larger shed. There are doors at both ends of this shed, with the eastern doors opening within the fenced area. The floor of the shed is primarily gravel with a small concrete pad at the west end. Electrical service is provided with overhead lighting. There is a well with a spigot just west of the shed.

The topography of the property is flat and soils are sand. The property is a mixture of open and wooded land, including a few pine plantations. The deer fence runs generally parallel to the property line except where it goes around the residence. A road/firebreak runs along the interior of the fence. There are eight individually fenced breeder pens in the northeast corner of the fence.

The west side of the property borders a rural residential street. There is also a road along the northern border with agricultural land on the other side. A rural residential property adjoins the southwest corner of the property. The remainder of the property is bordered by agricultural and wooded private lands.

CHAPTER TWO

OBJECTIVE FOR PROPERTY

Maintain the Perimeter Deer Fence

The primary reason for DNR purchase of the property is to ensure that the deer fence remains intact, preventing wild deer from accessing the prion infected property. The DNR has an ethical and financial responsibility to maintain the fences until the science offers a solution for assessing the risk of remediating the site. The fence will be inspected frequently and repaired as needed.

It is desired to construct a second deer proof fence outside of the existing fence as further insurance for the property. The land immediately outside of the current fence will be cleared of all trees and brush to prepare of installation of the fence and allow vehicle access between the fences. It is hoped that land clearing will be completed in the fall of 2011 with the new fence being constructed as soon as conditions permit in 2012, however, the timing is contingent on funding.

Research Opportunities

The DNR plans to use the Almond Farm as a CWD research facility. Because the question of how long a contaminated site is a risk to deer is of national and international interest, there may be opportunities for research and funding at this facility. One way to potentially assess whether there is a risk to deer from the Almond Farm is to conduct bioassays, either on site or at an alternate location, to monitor for disease transmission.

Any proposed research that includes bringing captive cervids onto the property will be thoroughly reviewed by the CWD Research Committee consisting of the Wildlife Health Team, the Wildlife Policy Team, and Department administration as well as external CWD experts prior to permission being granted to ensure that the health of the wild deer herd will not be endangered. The double fencing described above will be critical to minimize the risk of ingress of free-ranging and egress of any experimental captive cervids.

Facilities

A determination will be made whether to maintain ownership of the home or whether to sell the home with a small lot. Benefits of retaining the home are that it could serve as lodging for research crews. Having someone affiliated with the Department living in the home could help deter vandalism and would allow frequent inspection of the fences and immediate response if repairs are needed. However, that would also put the Department in the position of being a "landlord" where we would be responsible for maintenance of the house. If the house and lot are sold, we will need to ensure adequate Department access to the property. Modifications or agreements for water and electrical service will be needed to serve both properties.

The shed that provides access to within the deer fence will be retained by the Department and modified to provide a decontamination facility for anyone entering and leaving the fenced-in area. Interior walls and insulation will be added and water will be made available inside the building. Planning is underway for those modifications.

General Authorized Management Activities or Tools

Habitat management is not a priority activity, but may be conducted if resources allow or if it would be desirable as part of a research project. All activities listed below are authorized on the property and may be appropriate, unless restricted by a general habitat type prescription or any property-specific management prescription. The DNR will use dedicated equipment, vehicles, and tools used within the existing fence will be dedicated for use on property so that prions will not inadvertently be spread to other locations.

- Prescribed Fire
- Chemical Application
- Hand Cutting – chainsaw
- Bio-fuel Harvest
- Timber Harvest – even aged and uneven-aged silvicultural systems, including clear-cutting

Public Communications Plan

The public and other government agencies may be provided opportunities to have on-going involvement in the management of this property. This communication plan describes how the public will be periodically informed about activities and developing issues on the Almond Farm, and it provides information on how the public will be notified of opportunities for involvement when significant, new issues related to management of these properties arise. Annually the Department will issue a report that summarizes the following:

- For the past year, the primary management and development activities that were completed and other significant issues that were addressed.
- For the up-coming year, outline any planned management and development activities and any changing management actions or approaches.

The annual report may also include other information of interest to the public on various topics related to management and use of the properties. Some of the additional types of information that may be included from time to time are: the status of forest insect or disease problems, storm damage, new information on endangered or threatened species. The annual report will be available on the WDNR Internet Web site.

CHAPTER THREE

BIOSECURITY PROTOCOLS

The “Almond Farm” owned by the Wisconsin DNR is a CWD prion contaminated facility, and specific guidelines for apparel and equipment sanitization must be followed to prevent prion contamination outside of the contaminated facility. Sanitization guidelines for equipment and surfaces are based upon recommendations from the American Association of Veterinary Laboratory Diagnosticians: Laboratory Safety and Waste disposal Committee and Pathology Committee 2004 publication, “*Best Management Practices for Handling Suspect Biosafety Level 2 Animal Transmissible Spongiform Encephalopathy (TSE) Diagnostic Samples. (Scrapie, Chronic Wasting Disease and Transmissible Mink Encephalopathy) In Animal Health Laboratories*” These guidelines are as follows:

General Apparel Guidelines

- Facilities should have dedicated PPE (Personal Protective Equipment) that stays on site, and should not be removed under any circumstance. Examples of this are as follows: Boots/overshoes, gloves, eye and ear protection, coveralls, etc.
- Anyone entering either facility that chooses to not wear dedicated reusable PPE shall be required to utilize disposable PPE that must be disposed of after each daily use. Examples of acceptable disposable PPE are: Tyvek coveralls, disposable gloves, plastic boot covers, etc.
- Any personal footwear not left on site must be sanitized utilizing a 50/50 bleach/water solution*.

Personnel Entry/Exit

- Upon entry into contaminated areas, personal footwear should be either removed and replaced by dedicated facility boots, or must be covered with plastic boot covers.
- Personal clothing should be covered by putting on disposable Tyvek coveralls to prevent clothing contamination.
- If contaminated material will be handled, hands should be covered with latex/nitrile gloves.
- Prior to exiting contaminated areas of the facility, all persons must walk through a 50/50* bleach/water solution if boots are worn, or boot covers must be removed and disposed of.
- All contaminated disposable apparel must be removed prior to exiting the facility.
- Trash receptacles for disposable clothing, gloves, and boot covers should be lined and emptied daily, with liners being tightly sealed and placed directly into closed dumpsters designated for waste disposal in a sanitary landfill.

Equipment Sanitization

- All tools, instruments, surfaces, and equipment that have been used in potentially contaminated areas of the facility should be sanitized using a 50/50 bleach/water solution*.
- Tools or instruments that come into contact with blood, other bodily fluids, or tissues from potentially positive animals should be soaked in a 50/50 bleach/water solution for 60 minutes to be fully disinfected.
- All equipment used on site must be sanitized prior to being transferred to alternate locations (preferably, equipment used on site will be kept on-site).
- Equipment that is intended to be moved from the property can only enter on frozen snow covered ground.
- Equipment that may be moved between facilities (skid steer, ATV's, etc.) must be pressure-washed on site prior to movement.

* 50/50 (1:1) Bleach/water solution is a chemically approved and proven method of sanitizing surfaces, sampling/necropsy instruments, and footwear. By using a 50/50 solution, the concentration of chlorine is @20,000 ppm, which is required to neutralize prions to an acceptable level of biosafety. For more information on recommended sanitization procedures, refer to: **BEST MANAGEMENT PRACTICES FOR HANDLING SUSPECT BIOSAFETY LEVEL 2 ANIMAL TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHY (TSE) DIAGNOSTIC SAMPLES (SCRAPIE, CHRONIC WASTING DISEAS E AND TRANSMISSIBLE MINK ENCEPHALOPATHY) IN ANIMAL HEALTH LABORATORIES: [AAVLD BMP CWD scrapie FINAL 18 Feb 2004.pdf](#)**



NEWS RELEASE

Wisconsin Department of Natural Resources
West Central Region
1300 W. Clairemont Ave., PO Box 4001, Eau Claire, WI 54702-2786
Phone: (715) 839-3715 TDD: 711
dnr.wi.gov www.wisconsin.gov

DATE: Monday, July 18, 2011

CONTACTS: Davin Lopez, DNR CWD coordinator, Madison, 608-267-2948
Kris Belling, DNR regional wildlife supervisor, Eau Claire, 715-839-3736

SUBJECT: Public input sought on future of CWD-tainted deer farm

EAU CLAIRE – Neighbors and others interested in the deer farm formerly known as Buckhorn Flats are invited to a public meeting on the future of the property, now owned by the state Department of Natural Resources.

The open house meeting will run 6-8 p.m. Thursday, July 28, in the auditorium at the Almond-Bancroft School at 1336 Elm Street in Almond. Background on the property, now called the Almond Deer Farm, will be provided, and the public is invited to ask questions and offer input on the management of the site.

The first case of CWD, or chronic wasting disease, among Wisconsin farm-raised deer was discovered on this property in September 2002. CWD, which affects deer and elk, is a contagious and always fatal brain disease for which there is no cure. The discovery of CWD on this property led to the depopulation of the entire deer herd on the farm.

In the end, 82 of the deer killed and removed tested positive for CWD. This is an 80 percent infection rate, the highest rate of CWD infection recorded in North America, and possibly in the world.

The property is located along the east side of 3rd Street, about one mile north and west of the Village of Almond in Portage County. The DNR purchased the 80-acre property this past spring for \$465,000. There are 25 acres of cropland and 55 acres of woodland. About 65 acres are fenced, the area previously used as a deer farm. The property includes a single-family residence and a storage shed located outside of the fence.

Research indicates prions, proteins associated with the disease, can persist in soil for a minimum of three years and perhaps much longer. Prions that cause scrapie, a CWD-like disease in sheep and goats, have remained available and infectious for up to 16 years. DNR officials believe there is an

The following counties are in the West Central Region: Adams, Buffalo, Chippewa, Clark, Crawford, Dunn, Eau Claire, Jackson, Juneau, La Crosse, Marathon, Monroe, Pepin, Pierce, Portage, St. Croix, Trempealeau, Vernon and Wood. The Public Affairs Manager for DNR West Central Region is Ed Culhane, 715-839-3715.

unacceptable risk that CWD prions would infect wild white-tailed deer around this site if the fences would be removed. Since the previous owners were selling the property, and there is no continuing obligation to maintain the fence, wildlife officials concluded the best available option was to acquire the property.

Similar if less acute concerns exist for all nine deer farms in Wisconsin that have tested positive for CWD. Because the question of how long a contaminated site is a risk to deer is of national and international interest there will be a number of opportunities for research at the Almond farm.

Plans include building a second fence, if funding is available, to provide a secondary barrier and further reduce the risk of disease transmission to the wild deer herd. In addition, DNR officials must decide whether to maintain ownership of the house and lot.

The primary reason for DNR purchase of the property is to ensure that the deer fence remains intact, preventing wild deer from accessing the property and becoming infected. The DNR has an ethical and financial responsibility to maintain the fences until science offers a solution for assessing the risk or remediating the site. The fence will be inspected frequently.

**Question/Comment Summary from Almond Deer Farm public meeting
7-28-11**

- Would the secondary fence be the same as the existing fence or electric?
- Feels that DATCP's standard for dirt to be applied to the contaminated areas was too low – are we going to do more?
- Have other mammals been known to get CWD?
- Was there another recent CWD positive deer farm?
- Can CWD prions move with soil in water or wind erosion?
- Do they move in the water column?
- Is there room for a second fence all the way around the existing fence?
- In Western studies, are there any test cases that parallel the research we would be doing here?
- Since the land was paid for by Stewardship funds, it should be open for public use.
- How is Stewardship funded? Are taxpayers paying for this? Is the land being taken off the tax rolls?
- Suggest that we put some deer on the property and have university students live in the house to monitor the property. What's the timeframe for beginning research on the property?
- Deer hunting in the area is terrible since the deer were shot off after the 1st positive.
- WWF statement – thanks to the DNR for buying the land; priority needs to be not allowing movement of prions; build 2nd fence; maintain vegetation to preclude movement of prions, use as a research site.
- What are we doing for CWD in the southern part of the state?
- What's happening with the other farm that had a CWD positive deer?
- Is the tonsil test the gold standard?
- What's the test for prions in the environment?
- Buying the property may entice researchers to work on that type of research.
- How many acres were actually decontaminated?
- Can deer be tracked when moved from farm to farm?
- For the instances of known CWD infection of a captive deer herd, do we have the ability to track where deer came from and were moved to?
- Are we still licensing deer farms?
- Has it been established where Hall got the deer from?
- Was soil moved or removed?
- Doesn't believe the contaminated soil was completely removed because there are still trees in that location.
- Were vehicles that did the work decontaminated?
- Is there a requirement that every dead deer/elk be tested for CWD?
- Were there fawns at the Hall farm? Did they test positive?
- What about false positives?
- Almond Rod and Gun Club is willing to assist with manpower.
- \$35 million has been spent on CWD but there is no accountability.
- Can prions be carried by wolves? What about bear?

- Question about research that someone from Madison had done.
- Is it true that prions were brought to WI from Wyoming?
- Bucks are more likely to have CWD? Is that because they eat more soil?
- How long do prions last in the animal carcasses?
- Which states west of the Mississippi have CWD?
- What is the carcass transport law?
- What is the timetable for the 2nd fence and the research?
- Where was the facility where the fawns were injected from saliva from CWD positive animals?
- How many deer are tested for CWD each year in WI?
- How many were sick?
- How many deer were sick at Hall's?

Kris Belling
8-22-11

Name of Occupant (Lessee) David Wittlinger	Effective Date 10/15/2011
Location 9403 3 rd Street, Almond, WI 54909	Building Number unknown

The Department of Natural Resources, Lessor, hereby leases to the Lessee the housing unit at the location shown above, subject to the following covenants, terms and conditions as provided herein.

1. Use of Facility

A. The Lessee shall use this facility as a residence only. Any failure of the Lessor to furnish utilities and services shall not be considered a violation of these terms.

B. Occupancy Period. The rental period for the housing facility shall be on a month to month basis beginning from the date of occupancy until terminated as prescribed in paragraph 5. However, said agreement shall be reviewed at the end of every twelve (12) months that this lease is in effect to determine rental amount and continuance of the occupancy period.

2. Terms of Payment

Rent and other charges may be deducted from the Lessee's salary if the lessee is delinquent in making utility or rent payments. The Lessee shall provide evidence of payment of utility bills on a monthly basis.

3. Pro-Rating Charges

If a Lessee moves from the Lessor's housing facility prior to the end of the month, a charge will be made on a partial rental period at the rate of 1/30 of the monthly rate for each date the facility is occupied. Each month shall be considered as having 30 days for pro-rating charges.

4. Utilities

For the basic rent, the Lessor will furnish no utility services. Utility services and any extra services furnished will be separately enumerated.

	Monthly
A. Rent	\$ <u>Waived*</u>
B. Heat or Fuel	\$ <u>Lessee pays</u>
C. Utilities	
1) Electricity	\$ <u>Lessee pays</u>
2) Telephone	\$ <u>Lessee pays</u>
3) Water	\$ <u>N/A because private well</u>
4) Gas	\$ <u>N/A</u>
D. Other services-NONE	
1) _____	\$ _____
Total Monthly Charges	\$ <u>N/A</u>

*The 12% of adjusted gross salary as the normal monthly rental charge is hereby waived by the Lessor, due to the fact that Lessee shall be providing weekly fence inspections for the Lessor, lawn care, snow removal, gutter cleaning, and other miscellaneous maintenance as needed on the property. It is in the best interest of the Lessor that Lessee occupies the property for said reasons and therefore, the Lessor has agreed to waive said normal monthly rental charges. It is agreed that the Lessor and the Lessee shall review said waiver of the monthly rental charge at the end of every twelve (12) months that this lease is in effect.

5. Termination of Occupancy

- A. By the Lessor. The Lessor may terminate this lease at any time by providing written notice thereof to the Lessee. The Lessee shall have thirty (30) days from receipt of said notice to vacate the premises. The Lessee's occupancy is contingent upon the Lessee's employment with the Lessor. Termination of employment constitutes an immediate termination of this agreement with out additional notice.
- B. By the Lessee. If the Lessee wishes to move from the leased premises, he must give the Lessor at least fifteen (15) days written notice in advance of the date on which he intends to vacate the premises. On the effective date of such termination, the Lessee shall remove himself and all his property from the facility and such facility must be left in good order allowing for reasonable wear and tear.

6. Lessee's Responsibilities

- A. Alterations. The Lessee shall obtain the written consent of the Lessor (Region Director unless delegated to the property manager) before making minor alterations or repairs to facilities or equipment. All alterations shall remain the benefit of the Lessor.
- B. Entry. The Lessee shall permit the duly authorized representatives of the Lessor, as determined by the Regional Director or his delegate, to enter the facility during reasonable hours when necessary for inspection or to provide services, repairs, or improvements.
- C. Transfer or Subletting. Transfer or subletting shall not be permitted.
- D. Responsibility for State-Owned Property. The Lessee is responsible for keeping state-owned property and furnishings in good condition and appearance. He shall notify his/ immediate supervisor of damage or need for repair or maintenance of the property. He shall be expected to provide normal tenant-furnished services, such as routine building and grounds maintenance (fence inspections once per week and additionally with wind events; lawn care; snow removal; gutter cleaning; miscellaneous maintenance as identified such as lock changes and door fixes), heat, utilities, develop operational budget for the facilities, etc. Said responsibilities may be shared with additional Lessees.

7. Waivers and Reservations

Failure to enforce any of these terms shall not be considered a waiver of the terms, but same shall continue in full force and effect. The Lessor reserves the right to make all other rules as are necessary for the safety, care, cleanliness of the premises and for securing the comfort and convenience of the Lessee.

8. Other

- A. Personal cars and those of guests shall be parked in approved parking areas only, and the Lessee shall observe established rules and regulations for the governing of traffic in state-owned areas.
- B. The Lessee may not engage in any commercial business on these premises or use the premises for any purpose other than a family dwelling.
- C. The Lessee shall take every care to prevent fire.
- D. The Lessee shall not display outside signs of any type that do not meet with the approval of the Regional Director.
- E. The Lessee shall be responsible for providing insurance coverage for personal property.
- F. Electric utility usage and charges to be reviewed when state usage of pole building increases.
- G. The Lessee assumes and agrees to protect, defend, indemnify, and save harmless the Lessor, its agents, officers, and employees for and against any and all claims, demands, suits, liabilities, and expenses by reason of loss or damage to any property or bodily injury to any person whatsoever arising out of the acts or omissions of the Lessee in use of the subject property.

In Witness Whereof, the parties have hereunto set their hands on the date hereinbefore mentioned.

Lessor: State of Wisconsin
Department of Natural Resources
For the Secretary

Lessee:

Scott Humrickhouse

Date Signed

David Wittlinger

Date Signed

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SUBJECT: LAND ACQUISITION AND PROHIBITION OF NATURE – BASED OUTDOOR ACTIVITIES - STATEWIDE WILDLIFE HABITAT PROGRAM – PORTAGE COUNTY

FOR: MARCH 2011 BOARD MEETING

TO BE PRESENTED BY: Richard Steffes

SUMMARY: The Department has obtained an agreement to purchase 80 acres of land from Patricia Casey for \$465,000 for the Statewide Wildlife Habitat program, in Portage County. The item is being submitted because the price exceeds the appraised value of \$371,000 and because the Department will prohibit Nature-Based Outdoor Activities on the land.

The property is located in south central Portage County about 12 miles southeast of Plover in the Town of Almond. The property, which includes a single family residence, a metal building, and a storage shed, was operated as a deer farm until 2006 at which time it was closed down because of an outbreak of chronic wasting disease (CWD). All the deer in the operation were destroyed and the operation has stood vacant for the last 5 years per U.S. Department of Agriculture requirements. During this time and until May 24, 2011, the fences around this facility must be maintained and the premise cannot be used as a deer farm, though other animals such as cattle or horses would be permitted. After May 24, all such restrictions will expire. This site, known as the Hall Farm, had the highest prevalence of CWD positive deer recorded at any deer farm in North America.

Based on available science, the Department believes that there is an unacceptable potential risk of exposure to CWD causing prions to wild cervids in this area should the premise fencing be removed. To minimize this risk, the Department believes that the fences should remain intact and in place until science can demonstrate that there is no longer any potential risk. After extensive consideration of several options, the Department maintains that the purchase and subsequent management of the property and fences is the only realistic option.

The Department proposes to prohibit all public use of the property in order to ensure confinement and control of contaminated soils and limit any potential spread of Chronic Wasting Disease from the property to surrounding lands and wild deer populations and to allow for research of prions and prion related diseases such as Chronic Wasting Disease. The property is currently surrounded by a deer fence and removal of that fence to allow public use, or public use of any form inside the fenced area would be incompatible with the primary purpose for acquiring the property. The Department has determined that it is necessary to prohibit all public access on the site to accommodate the Department's primary purpose for the acquisition and its intended use of the property for research and wildlife management.

Acquisition of this property will minimize any potential risk to local cervids from the CWD causing prions that may exist within the fenced area. The Department will consider sale of the house at a later date if local zoning can be modified for a lot size that would not contain contaminated soil. State ownership will allow the Department to maintain the deer proof fence, thereby protecting wild deer from CWD infection from the contaminated soil on this former deer farm.

RECOMMENDATION: That the Board approve the purchase of 80 acres of land for \$465,000 for the Statewide Wildlife Habitat Program in Portage County and approve the restrictions on public use of the site.

LIST OF ATTACHED MATERIALS:

- | | | | |
|--|---|---|----------|
| No <input checked="" type="checkbox"/> | Fiscal Estimate Required | Yes <input type="checkbox"/> | Attached |
| No <input checked="" type="checkbox"/> | Environmental Assessment of Impact Statement Required | Yes <input type="checkbox"/> | Attached |
| No <input type="checkbox"/> | Background Memo | Yes <input checked="" type="checkbox"/> | Attached |

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Almond Farm

Pens
 12' buffer
 1 inch = 166 feet
 2005 Airphoto



Map Updated: 07/18/2011