

Sponsor Your Lake Improvement Association	Project Number LPT1234								
Project Title HLk-Your Lake Healthy Lakes Project									
Period Covered by This Agreement April 15, 2016 through June 30, 2018	Name of Program Lake Protection Program								
Project Scope and Description of Project <p>Your Lake Improvement Association will implement best practices described in Wisconsin's 2014-2017 Healthy Lakes Implementation Plan. Best practices will be designed and installed according to the Healthy Lakes fact sheets and technical guidance.</p> <p>Activities include: implementation of fish sticks, 350 square feet native plantings, diversion practices, infiltration practices, and/or rain gardens on 3 properties. The best practices require a contract to remain in effect for 10 years and must include minimum operation and maintenance requirements and data collection as described in grant condition #16. If best practice(s) are implemented on land owned by the grant Sponsor, this Lake Protection Grant Agreement serves as the contract. If best practice(s) are implemented on land other than the sponsor's, a contract between the sponsor and landowner that abides by grant condition #16 is required. The Department may require re-payment of project installation costs if the best practice is disturbed or removed. The Sponsor and/or the Department may perform site inspections and/or monitoring to ensure project success.</p> <p>Deliverables: Best practice location and design information, if not included in the application; signed 10-year landowner contract; pre and post project installation photographs; summary of education activities and publicity/promotion of Healthy Lakes initiative, if applicable.</p> <p>Special conditions: The state share of each best practice cannot exceed \$1,000. The state share of grant administration and technical assistance costs may not exceed 10% of the grant award; technical assistance does not include implementation labor. Funding cannot be used for mitigation or regulatory compliance activities. Water regulation and/or county zoning permits must be issued before construction. The Healthy Lakes logo should be used for promotion and publicity, and DNR recognized as a funding source.</p> <p>If consultant is to provide final report, it is recommended that Grantee provide DNR Lake Coordinator with a draft for comment on report adequacy prior to making final payment to the consultant. DNR to receive both paper and electronic .pdf copies of the final report along with, or prior to submission of grantee's final payment request.</p>									
PROJECT COSTS:	<i>The following documents are hereby incorporated into and made part of this agreement:</i>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Total Cost</td> <td style="text-align: right; border-bottom: 1px solid black;">\$5,085.98</td> </tr> <tr> <td>Fund Support</td> <td style="text-align: right; border-bottom: 1px solid black;">75%</td> </tr> <tr> <td>State Aid Amount</td> <td style="text-align: right; border-bottom: 1px solid black;">\$3,300.00</td> </tr> <tr> <td>Sponsor Share</td> <td style="text-align: right; border-bottom: 1px solid black;">\$1,785.98</td> </tr> </table>	Total Cost	\$5,085.98	Fund Support	75%	State Aid Amount	\$3,300.00	Sponsor Share	\$1,785.98	<ol style="list-style-type: none"> 1. Chapter NR 191, Wisconsin Administrative Code 2. Lake Management Grant Application (Form 8700-283 and all attachments)
Total Cost	\$5,085.98								
Fund Support	75%								
State Aid Amount	\$3,300.00								
Sponsor Share	\$1,785.98								

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Lake Protection project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached hereto and made a part hereof.
2. The Department hereby promises, in consideration of the covenants and agreements made by the Sponsor herein, to obligate to the Sponsor the amount of \$3,300.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 75 percent of eligible project costs. The Sponsor hereby promises, in consideration of the promises made by the Department herein, to execute the project described herein in accordance with this agreement.
3. The Sponsor agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement.
4. The Department agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided herein. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility for supervision or direction of the performance of the agreement by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection or dismissal of the Sponsor's employees or agents.
5. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are hereby superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
6. The Sponsor may rescind this agreement in writing at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
7. Failure by the Sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the Department hereunder if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.
8. The Sponsor agrees to save, hold harmless, defend, and indemnify the State of Wisconsin, the Department and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
9. The Sponsor agrees to reimburse the Department for any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
10. In connection with the performance of work under this agreement, the Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stat., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
11. Data and information acquired as part of the project shall be reported to the Department in the format specified by the Department's regional contact.
12. The local share is the portion of the project costs to be paid by the Sponsor. State funds may not be considered part of the local share. Interest earned on fund advances under this grant cannot be considered part of the local share.
13. Accounting for project funds shall conform to generally accepted accounting principles and practices, and shall be recorded by the Sponsor in a separate account. All financial records, including invoices and canceled checks, that support all project costs claimed by the Sponsor, shall be kept and made available for inspection for 3 years after final payment.

14. Final reimbursement claims must be submitted within six (6) months from the project end date. The Sponsor may request quarterly reimbursement for grant eligible costs. Reimbursement requests must be accompanied by progress reports detailing activities that have taken place during the time period for which the Sponsor is seeking reimbursement and documentation for the costs being claimed.
15. The Grantee must comply with all applicable local and state contract and bidding requirements.
16. All Healthy Lakes best practices implemented with Lake Protection Grant funding must remain in place for 10 years and require the minimum operation and maintenance and data collection requirements as described below. The Sponsor is responsible for developing and administering the landowner contract(s) if it does not own the land where the best practices are implemented. The contracts must contain the information described below at a minimum.

All practices:

- Must remain in place for a period of 10 years from installation.
- The Department may perform site inspections and/or monitoring to ensure project success.

Fish Sticks:

- Check on the site soon after spring ice out to be certain all the trees remain in place.
- The cables should be removed approximately three years after installation so they don't damage the live trees or litter the shore.
- If the property does not comply with local shoreland zoning vegetation protection area (i.e. buffer) standards, the property owner must commit to a 350 ft. 2 no-mow area or installing a 350 ft. 2 native planting.
- Data to be collected: number of fish sticks cluster with numbers of trees per cluster.

350 ft. 2 Native Plantings

- 350 ft. 2 area must be contiguous and at least 10 feet wide, in any direction.
- If using plants other than those described in the Native Planting Guidance, use approved, native alternatives.
- Water the plants a minimum of 1 inch per week and more during dry periods for 1-2 years.
- Become familiar with weeds and invasive species, in particular, and remove them frequently.
- The standing dead plants may be left in place through the winter for wildlife cover and food and then cut back when new spring growth emerges.
- Native plantings must remain in place according to local zoning specifications if within the vegetation protection area (i.e. buffer).
- Data to be collected: type and number of plants and dimensional area or native planting, including length of lakeshore restored.

Rain Garden

- Water the plants of a minimum of 1 inch per week and more during dry periods for 1-2 years.
- Weeding is most important the first year and, by the third year, should no longer be necessary.
- The standing dead plants maybe left in place though the winter for wildlife cover and food and then cut back when new spring growth emerges.
- Data to be collected: dimensional area, volume of water calculated to be infiltrated, and type and number of plants.

Diversion Practice

- Check the practice periodically and after storm events to ensure that material is not eroding behind the structure or at the outlet.
- Any needed repairs should be made as soon as possible.
- Periodically remove accumulated leaves and debris from behind the diversion practice.
- Data to be collected: dimensional area served the construction of the diversion practice.

Rock Infiltration Practice

- Mark the location of the practice above the ground, if it is backfilled, to avoid compaction, and do not drive across the area.
- Remove materials like leaves and pine needles that collect on top of the system and in/around the catch basin and/or overflow.
- Inspect the practice and remove, wash, and/or sift and replace the surface layer rock as necessary.
- If filter fabric is used to line the bottom of the practice, the smaller rock may also need to be removed and washed to clean out accumulated sediment.
- Data to be collected: type (e.g. rooftop, driveway, and/or compacted lawn) and volume of water calculated to be infiltrated.

17. Return original agreement signed by the authorized official within 30 days of the date signed by the DNR representative below.

The persons signing for the Sponsor represents both personally and as an agent of his or her Sponsor that he or she is authorized to execute this agreement and bind his or her Sponsor, either by a duly adopted resolution or otherwise.

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY**

By _____
(Signature)

By _____
*Mary Rose Teves, Director
Bureau of Community Financial Assistance*

(Title)

(Date)

(Date)