

Res 82
Significant

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department LAND & WATER	Contract/Addendum #: 13127																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input checked="" type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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<input type="checkbox"/> Other	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: 12/31/2020																					
4. Amount of Contract or Addendum: \$100,000																					
5. Purpose: Provide funds to the Ice Age Trail Alliance to develop parking, trail segments and signage for the Ice Age Trail.																					
6. Vendor or Funding Source: Ice Age Trail Alliance																					
7. MUNIS Vendor Code: 11720																					
8. Bid/RFP Number:																					
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
10. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. <u>LEWSLUNY 57646</u> Amount \$ <u>100000</u> Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year <u>#1076</u> <u>2017</u>																					
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2017 RES-082</u>																					
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
15. Director's Approval: <u>Ken Connes</u>																					

Contract Review/Approvals				Vendor
Initials	Ftnt	Date In	Date Out	Vendor Name
<u>MJ</u> Received	_____	<u>6/1/17</u>	_____	ICE AGE TRAIL ALLIANCE
<u>OW</u> Controller	_____	_____	<u>6/1/17</u>	Contact Person
<u>JA</u> Corporation Counsel	_____	<u>6/2/17</u>	<u>6/2/17</u>	TIM MALZHAN
<u>AM</u> Risk Management	_____	<u>6/1/17</u>	<u>6/1/17</u>	Phone No.
<u>Cac</u> Purchasing	_____	<u>6/1/17</u>	<u>6/1/17</u>	608.798.4453X223
_____ County Executive	_____	_____	_____	E-mail Address
				TIM@ICEAGETRAIL.ORG

Footnotes:
1.
2.


Return to: Name/Title: LAURA HICKLIN Phone: 224.3765 E-mail Address: HICKLIN.LAURA@COUNTYOFDANE.COM	Dept.: LWRD Mail Address: 5201 FEN OAK DRIVE
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Certification

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 5/31/2017

Signed: 

Telephone Number 224-3765

Print Name: LAURA M. HICKLIN

Major Contracts Review (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

Executive Summary (attach additional pages, if needed).

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 5-31-17

Signature: 

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____

Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 6/2/17

Signature: 

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

ICE AGE TRAIL GRANT AGREEMENT

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY"), the Ice Age Trail Alliance, Inc (hereafter, "SPONSOR").

WITNESSETH:

WHEREAS COUNTY, whose address is c/o Director, Dane County Land & Water Resources Department, 5201 Fen Oak Drive #208, has funds available for access to and development of the Ice Age Trail "the Program"; and

WHEREAS SPONSOR, whose address is set forth in Schedule A, incorporated herein by reference, is a nonprofit organization with a mission to create, support and protect a thousand-mile footpath tracing Ice Age formations across Wisconsin that desires to provide access to and development of the Ice Age Trail,

WHEREAS the parties intend to promote and facilitate the implementation of projects to provide access to and development of the Ice Age Trail,

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY, and SPONSOR do agree as follows:

1. SPONSOR shall implement the project as described in Schedule A.
2. Actual construction or administration of the project shall be performed entirely by the SPONSOR, including oversight and management of components of the project that are performed by partners or contractors. The SPONSOR agrees to insure that all work on the project is completed before the expiration date as set forth in Schedule A. Failure to complete work on the project before the expiration date will relieve the COUNTY of all obligation to provide any funds for the project. SPONSOR may request in writing an extension of the expiration date for the COUNTY to review and consider. COUNTY shall notify SPONSOR within 30 days, in writing, of its decision on the SPONSOR's request for an extension.
3. Upon COUNTY's review and acceptance of SPONSOR's implementation and completion of such project, COUNTY agrees to pay SPONSOR up to the maximum cost set forth in Schedule A. The exact amount of reimbursement to SPONSOR is subject to SPONSOR providing appropriate documentation of actual project expenses and fulfilling the other requirements outlined in Schedule A. SPONSOR shall follow the instructions and use the payment request form provided in Schedule B for requesting a reimbursement payment.
 - a. If subsequent to this grant agreement, the SPONSOR receives additional State or Federal grant funds for the projects, the SPONSOR agrees that any

Project Name:	Ice Age Trail Access & Development
Agreement No.:	13127
Expiration Date:	December 31, 2020
Authority:	2017 RES-082
Department:	Land & Water Resources
Max. Cost:	\$100,000

combination of State, Federal or COUNTY funds will not exceed 100% of the project costs.

4. SPONSOR shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due SPONSOR from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to SPONSOR shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. SPONSOR shall promptly provide notice of any such assignment or transfer to COUNTY pursuant to this paragraph.
5. SPONSOR may rescind this Agreement in writing at any time prior to expending any funds in furtherance of this Agreement. After expending any funds in furtherance of this Agreement, SPONSOR may rescind, modify, or amend this Agreement only upon the mutual written agreement of the parties.
6. Failure of SPONSOR to fulfill any of its obligations under this Agreement in a timely manner, or violation by SPONSOR of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to SPONSOR.

A. The following shall constitute grounds for termination:

1. violation by SPONSOR of any State, Federal or local law, or failure by SPONSOR to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by SPONSOR to carry applicable licenses or certifications as required by law.
3. failure of SPONSOR to comply with or providing false information in response to reporting requirements contained herein.
4. inability of SPONSOR to perform the work provided for herein.

B. Failure of the Dane County Board of Supervisors to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

C. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by SPONSOR under this Agreement shall at the option of COUNTY become the property of COUNTY, and SPONSOR shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such

documents, services, papers, data, products or the like. Notwithstanding the above, SPONSOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by SPONSOR, and COUNTY may withhold any payments to SPONSOR for the purpose of set-off.

7. SPONSOR agrees to reimburse the COUNTY for any and all funds the COUNTY deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project as described in Schedule A.
8. SPONSOR shall commence, carry on and complete their obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, SPONSOR agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
9. SPONSOR shall implement and maintain the project as a public facility for a minimum project life of 20 years. SPONSOR shall not sell, restrict, or convert or approve conversion of the capital project that results in any use inconsistent with the type of use for which the grant was awarded during the life of the project.
10. SPONSOR agrees to secure at SPONSOR's own expense all personnel necessary to carry out SPONSOR's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
11. SPONSOR shall comply with all applicable local, state, and federal statutes, regulations, administrative rules and ordinances in fulfilling the terms and conditions of this Agreement. SPONSOR shall have sole control of the method, hours worked, and the time and manner of any performance under this Agreement other than specifically provided herein. The COUNTY reserves the right only to inspect the project as described in Schedule A for the sole purpose of insuring that the performance is progressing or has been completed.
12. Construction projects associated with land disturbing activities shall comply with the Dane County Erosion Control and Stormwater Management ordinance and the Shoreland ordinance. Permit information is available on the internet at <http://www.countyofdane.com/lwr/landconservation/erosion.aspx>.
13. SPONSOR agrees to make such reports as are required in the attached Schedule A, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of SPONSOR to comply with the time limits set forth in said Schedule A shall result in the penalties set forth herein.
14. Notices, bills, invoices, reports and other documentation required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within 30 days.

15. SPONSOR shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of SPONSOR implementing the project under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers or employees. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.
16. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, SPONSOR shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (*as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services*) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, SPONSOR shall furnish COUNTY with a certificate of insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If SPONSOR's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement. The Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. SPONSOR shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. SPONSOR shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that SPONSOR shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either SPONSOR or SPONSOR may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by SPONSOR. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to SPONSOR and shall cooperate with SPONSOR's attorneys in the defense of the action, suit or other proceeding. SPONSOR shall furnish evidence of adequate Worker's Compensation Insurance.
17. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all insurance requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

18. In no event shall the making of any payment or acceptance of any service required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of SPONSOR, and the making of any such payment or acceptance of any such service by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
19. During the term of this Agreement, SPONSOR agree not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). SPONSOR agree to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
20. In all solicitations for employment placed on SPONSOR's behalf during the term of this Agreement, SPONSOR shall include a statement to the effect that SPONSOR is an "Equal Opportunity Employer."
21. SPONSOR agrees to pay all workers employed by SPONSOR in the performance of this Agreement, whether on a full-time or part-time basis, the living wage as defined in section 25.015(1)(f), Dane County Ordinances. SPONSOR agrees to make available for COUNTY inspection SPONSOR's payroll records relating to employees providing services on or under this Agreement or subcontract. SPONSOR shall ensure that any subcontractors comply with the provisions of this section.

The following are exemptions from the requirements of this section:

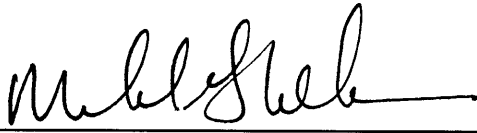
1. When the Maximum Cost of the Agreement is less than \$5,000;
2. When the SPONSOR is a school district, a municipality, or other unit of government;
3. When the County is purchasing residential services at an established per bed rate;
4. When employees are persons with disabilities working in employment programs and the SPONSOR holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
5. When an individual receives compensation for providing services to a family member;
6. When employees are student interns;

7. When the SPONSOR meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.
22. SPONSOR warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation or limited liability company, that the name and address of SPONSOR's representative is as set forth in Schedule A of this Agreement. SPONSOR shall notify COUNTY within 30 days, in writing, of any change in its representative, his or her address, and SPONSOR's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
23. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
24. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
25. The entire agreement of the parties is contained herein and in Schedule A of this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
26. If any provision of this Agreement is determined by a court to be invalid, the validity of the remainder of the provisions shall not be affected.
27. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and SPONSOR, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR SPONSOR:

Date Signed: 5/16/2017



Print Name: Michael G. Wollmer

Date Signed: _____

Print Name: _____

FOR COUNTY:

Date Signed: _____

Joseph T. Parisi, County Executive

Date Signed: _____

Scott McDonell, County Clerk

**SCHEDULE A
ICE AGE TRAIL ACCESS & DEVELOPMENT**

SPONSOR ADDRESS AND CONTACT INFORMATION:

Ice Age Trail Alliance, Inc
 Tim Malzhan, Director of Trail Operations
 2110 Main Street, PO Box 128, Cross Plains, WI 53528

Phone: (608) 798-4453 x 223
 Email: tim@iceagetrail.org

SPECIFIC DESCRIPTION OF THE PROJECT:

Property Name	Owner	Project	Estimated Cost
Moraine Kettles Preserve	Ice Age Trail Alliance	Kiosk, 10-car Parking Lot, habitat restoration	\$24,670
Glacial Valley Conservancy	Village of Cross Plains	Trail development	\$7,600
Village of Cross Plains	Ice Age Trail Alliance	Habitat restoration along trail	\$3,520
Cross Plains Complex	Dane County	Habitat restoration, 10-car parking lot, trail layout and design plan, kiosk, trail development	\$30,920
Ice Age Trail (Liebtrau)	Dane County	5-car parking lot, kiosk, signage, 1.5 mile trail development	\$7,800
Springfield Hill Natural Resource Area	Dane County	Oak Savanna Restoration	\$7,500
Anderson Preserve	Ice Age Trail Alliance	Oak woodland fire restoration	\$2,750
Indian Lake County Park	Dane County	Trail layout and design plan (including assessment of moving IAT off ski trails), kiosk, signage	\$4,400
Valley View Preserve	Ice Age Trail Alliance	Access road development, boundary marking, trail layout and design plan	\$6,620
Half-way Prairie Wildlife Area	Dane County	Trail layout and design plan	\$1,590
Lodi Marsh State Wildlife Area	WI DNR	Trail development, habitat restoration	\$3,250
Properties identified above	Various	Design and develop "You are Here" maps	\$3,350

Dane County Land & Water Resources Staff and project Sponsor may adjust costs associated with each project and add additional projects eligible for reimbursement as long by mutual agreement in writing.

EXPIRATION DATE: The SPONSOR must complete its obligations by December 31, 2020

TOTAL ESTIMATED COSTS: \$103,970

MAXIMUM COUNTY GRANT AMOUNT: Up to \$100,00 with the exact amount of reimbursement to be determined by the actual project expenses.

Other Requirements

1. Projects must be open for public use for a minimum project life of 20 years.
2. Projects on located on properties not owned by the County of Dane must include a resolution in support from the municipality that the project is located within.
3. Submission of appropriate documentation of all actual project expenditures.
4. Submission of notice for actual project start and end dates.
5. Submission of reports within 30 days of project end dates. The report should include a brief description of what was accomplished and photos of the project. The report should be submitted electronically. Each individual photo from the report should be available for use by Dane County Parks and should be labeled as appropriate for photo credit.
6. Recognition of Dane County's contribution to the project on any signage, press coverage or by other means as appropriate. Signage should include the Dane County Parks logo with the following text, "**Project Funded by Dane County Parks**" (or similar text as approved by Dane County).

SCHEDULE B Payment Request Form

Project sponsor is required to submit this form and corresponding documentation when requesting a grant payment. Documentation should include copies of invoices, vouchers and proof of payment.

Payments may be subject to an inspection done by the County to ensure that the project was completed.

Project Sponsor (Include Name of Organization and Authorized Representative)			
Project Name			
Amount of Grant (from grant agreement)			
Project Expenses			
Date of Expense	Payee	Project Cost Description	Amount
Total Paid			0.00
County Share of Costs			0.00

Signature of Authorized Representative

Date Signed

Submit form and documentation to:
Sara Rigelman, Dane County Land and Water Resources Dept., 5201 Fen Oak Dr. Rm. 208, Madison WI 53718
Email: rigelman@countyofdane.com Fax: (608) 224-3744