

Dane County Contract Cover Sheet

Revised 01/2023

Res 323
significant

Dept./Division	LWRD / Watersheds & Ecosystem Services		
Vendor Name	WI DNR	MUNIS #	3457
Brief Contract Title/Description	Grant agreement for the following project: Dane County - Walking Iron/ Lion's Park Black Earth Creek Restoration		
Contract Term	12/30/2023 - 06/30/2026		
Contract Amount	\$246,608		

Contract # Admin will assign	15334
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	James Brodzeller	Name	Cheryl Housley
Phone #	608-212-5011	Phone #	608-516-9650
Email	Brodzeller.james@countyofdane.com	Email	Cheryl.Housley@Wisconsin.Gov
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other



MUNIS Req.	Req #	Org:	Obj:	Proj:
		Org:	Obj:	Proj:
	Year	Org:	Obj:	Proj:

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	323
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Year	2023
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Hicklin, Laura	Digitally signed by Hicklin, Laura Date: 2024.02.07 10:17:23 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 2/14/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, February 14, 2024 9:13 AM
To: Hicklin, Charles; Rogan, Megan; Gault, David
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15334
Attachments: 15334.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 2/15/2024 2:27 PM	Approve: 2/15/2024 2:27 PM
	Rogan, Megan	Read: 2/14/2024 9:51 AM	Approve: 2/14/2024 9:51 AM
	Gault, David	Read: 2/14/2024 9:16 AM	Approve: 2/14/2024 9:17 AM
	Stavn, Stephanie	Read: 2/14/2024 1:02 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15334

Department: Land & Water Resources

Vendor: WI Dept of Natural Resources

Contract Description: Grant agreement for Walking Iron/Lion's Park Black Earth Creek Restoration (Res 323)

Contract Term: 12/30/23 – 6/30/26

Contract Amount: \$246,608.00

Thanks much,
Michelle

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

2023 RES-323

**ACCEPTANCE OF A STATE OF WI DEPARTMENT OF NATURAL RESOURCES
BLACK EARTH CREEK RESTORATION GRANT**

The Land & Water Resources Department has secured a \$246,608 Walking Iron/ Lion's Park Black Earth Creek Restoration grant from the Wisconsin Department of Natural Resources (WDNR).

The purpose of the grant is to aid with restoration work in the floodway of Black Earth Creek, specifically within Walking Iron County Park and the Village of Mazomanie's Lion's Park. The County will restore habitat, re-define the hiking trail corridor, install fishing access areas and a kayak launch area.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Supervisors and the Dane County Executive hereby accept the \$246,608 Walking Iron/ Lion's Park Black Earth Creek Restoration Grant from the WI DNR.

BE IT FURTHER RESOLVED, that the Dane County Executive is authorized to sign the grant agreement and that the Land & Water Resources Director and Watershed Manager are authorized to execute documents necessary to complete interim reports and submit grant reimbursement requests to the WDNR.

BE IT FINALLY RESOLVED, that a new revenue account CPLWRESC "Black Earth Creek Restoration Grant" be established for \$246,608 and expense account CPLWRESC 51303 Black Earth Creek Restoration be increased by \$246,608. All Funds shall be carried forward until realized and expended.

This document drafted by:
 State of Wisconsin
 Department of Natural Resources
 P.O. Box 7921
 Madison WI 53707-7921

**OUTDOOR RECREATION AIDS
 GRANT CONTRACT**
 Form 8700-065c (8/12)

Notice
 Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

Sponsor: Dane County	Project Number: URGP624180
--------------------------------	--------------------------------------

Project Title:
 Dane County - Walking Iron/Lion's Park Black Earth Creek Restoration

Program Name:
 Knowles-Nelson Stewardship Program
 Urban Rivers

Payment Period: *(Period during which grant funds will be encumbered and available for payment to the Sponsor under this Outdoor Recreation Aids Grant Contract, hereinafter referred to as the "Contract".)*
 December 30, 2023 through June 30, 2026

Project Scope:
 Dane County will utilize grant funding to aid with restoration work in the floodway of Black Earth Creek, specifically within Walking Iron County Park and the Village of Mazomanie's Lion's Park. Construction includes reshaping/re-sloping banks, flood storage areas, meandering creek, habitat restoration, redefining the hiking trail corridor, installing fishing access areas, and a kayak launch area.

Legal Description (hereinafter referred to as Property):

Stewardship grant project site includes a 300 ft wide corridor paralleling Black Earth Creek as it flows through the following described County and Village of Mazomanie owned lands within Section 8, T8N, R6E, Dane County Wisconsin;
 All that part of the Southeast ¼ of the Southwest ¼ lying north of Black Earth Creek,
 And all that part of the West 1/2 of the Southeast ¼,
 And all that part East 1/2 the Southeast ¼ located in the westerly 400 feet of said quarter sections.

Rights and permission of the County on the Village of Mazomanie property is outlined in an agreement between Dane County and the Village of Mazomanie for the initial construction and future maintenance obligations of project's public recreational land and facilities located in Village's Lion's Park are described in an MOU executed by the Village on November 28, 2023, and accepted by the County on December 1, 2023.

All obligations, terms, conditions and restrictions imposed by this Contract shall be deemed to be covenants and restrictions running with the Property, shall be limited to the use and development of the Property from the date of this Contract, and shall bind the parties hereto and their respective personal representative, successors, and assigns, in perpetuity. The rights herein conveyed are subject to the interests of the State of Wisconsin and the Department of Natural Resources Stewardship Program under Chapter 23, Wisconsin Statutes and Chapter NR 51 of the Wisconsin Administrative Code.

By acceptance of this Contract the Sponsor, for itself, its successors and assigns, hereby covenants and agrees not to convey, sell, lease, assign, mortgage or otherwise encumber the Property or convert it to uses or purposes inconsistent with the Stewardship Program and this Contract without the prior written approval of the Wisconsin Department of Natural Resources.

Project Financial Assistance Summary	The following documents are hereby incorporated into and made part of this Contract:								
<table border="1"> <tr> <td>Total Project Cost</td> <td>\$1,308,935.00</td> </tr> <tr> <td>Cost-Share Percentage</td> <td>Up to 50%</td> </tr> <tr> <td>State Aid Amount</td> <td>\$246,608.00</td> </tr> <tr> <td>Project Sponsor Share</td> <td>\$1,062,327.00</td> </tr> </table>	Total Project Cost	\$1,308,935.00	Cost-Share Percentage	Up to 50%	State Aid Amount	\$246,608.00	Project Sponsor Share	\$1,062,327.00	<ol style="list-style-type: none"> Chapter 23, Wis. Stats. Chapter NR 51, Wisconsin Administrative Code Chapter NR 52, Wisconsin Administrative Code Grant Application, attachments, and addendums
Total Project Cost	\$1,308,935.00								
Cost-Share Percentage	Up to 50%								
State Aid Amount	\$246,608.00								
Project Sponsor Share	\$1,062,327.00								

Name and Return Address Laura Hicklin, Director Dane County 5201 Fen Oak Drive, Rm 208 Madison, WI 53718
Tax parcel numbers: Part of 080608496151, part of 080608480006, part of 080608485010, and part of 080608490200, and part of 080608395020

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this Contract in accordance with the Urban Rivers Subprogram and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this Contract.
2. This Contract, together with any referenced parts and attachments, shall constitute the entire Contract and previous communications, understandings, representations or contracts pertaining to the subject matter of this Contract are superseded. Any revisions, including cost adjustments, shall be made by a written amendment to this Contract, signed by both parties prior to the termination date of the Contract. Time extensions and scope changes to the Contract may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the Sponsor to comply with the terms of this Contract may not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was not the 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 Contract, at the Department's discretion.

The Project Sponsor:

4. Agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling terms of this Contract, including but not limited to, general and special zoning, land use permit requirements, disability access, environmental quality, historical and archeological preservation. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 51, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The Sponsor should consult its legal counsel with questions concerning Contracts and bidding.
5. May decline the offer of financial assistance provided through this Contract, 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 Contract may be rescinded, modified, or amended only by mutual written agreement of the parties.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, from and against any and all liability claims, 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 Contract or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this Contract or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this Contract. In addition, should the Sponsor fail to comply with the conditions of this Contract, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this Contract may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this Contract, 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. Status, 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.
9. Agrees not to discriminate against any person in the use and enjoyment of the property on the basis of age, race, creed, color, handicap, marital status, conviction record, arrest record, sex, national origin, ancestry, sexual orientation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States or this state.
10. Agrees that reasonable entrance, service or user's fees may be charged and retained by the Sponsor to defray operation and maintenance costs subject to Department review and approval. If such fees do not exceed the fees charged for daily entrance to state parks, Department fee approval is not required.
11. Agrees that income accruing to the Property shall be used to further the objectives of the project as stated in this Contract or to further the objectives of another Stewardship project. However, if the Property is entered into the County Forest Law Program, income derived from that program shall be distributed according to s. 28.11 Wis. Stats.
12. Shall maintain financial and accounting records for the grant in accordance with generally accepted accounting principles and practices. These records may be reviewed by state officials.
13. Shall display a sign at the property acknowledging funding through the Knowles-Nelson Stewardship Program and Wisconsin Department of Natural Resources.
14. Shall agree to have an annual audit performed in accordance with 2 CFR Part 200 Uniform -- Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also known as "Uniform Guidance") and WI State Single Audit Guidelines found at <http://www.doa.state.wi.us/Divisions/Budget-and-Finance/Financial-Reporting/state-controllers-office/state-single-audit-guidelines> issued

by Wisconsin Department of Administration, State Controller's Office, if Grantee expends federal grant funds totaling \$750,000 or more during the fiscal year and the those funds were received from a State or Federal agency.

The Department:

15. Promises, in consideration of the covenants and Contracts made by the Sponsor, to obligate for the Sponsor the amount shown as "State Aid Amount" on page 1, 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 50 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
16. 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 in this document. 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 of supervision or direction of the performance of the agreement to be performed 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 and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

- a. Property acquired or developed with assistance from this program shall not be converted to uses inconsistent with public outdoor recreation without the prior written approval of this Department.
- b. Total cost sharing provided through any combination of state and federal funds shall not exceed 100% of all eligible costs.
- c. All applicable permits, licenses and approvals, including waterways, wetlands, and floodplain regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction and the life of the project.
- d. Erosion control will be accomplished using the guidelines in the Wisconsin Construction Site Best Management Practice Handbook. Construction sites associated with land disturbing activities over one acre within 500 feet of a surface water body require an erosion control plan prepared by the Sponsor, to be submitted to the Department of Natural Resources for approval. Surface bodies include permanent flowing streams, ponds and lakes. Construction sites disturbing more than five acres of land require a permit for stormwater discharges from construction sites to be issued by the Department of Natural Resources.
- e. All existing overhead utility services if feasible shall be buried and any new utility services provided through this project must be installed underground. DNR storm water permit coverage is necessary, please contact Eric Rortvedt, (608) 235-7655
Eric.Rortvedt@Wisconsin.gov
- f. Development plans must be submitted to the Department for approval prior to any construction.
- g. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.
- h. If the project involves construction or renovation of parking facilities, the sponsor shall provide accessible parking that meets or exceeds requirements of the 2010 Americans with Disabilities Act Standards for Accessible Design, state requirements, or local requirements, whichever is most stringent. A minimum of one stall must be van accessible.
- i. Final structure construction plans must be approved and stamped for structural adequacy by a licensed professional engineer before construction begins. (if a structure)
- j. Conditions related to invasive species movement. The applicant and operator agree to the following methods required under s. NR 109.05(2), Wis. Adm. Code for controlling, transporting and disposing of aquatic plants and animals, and moving water:
 - Aquatic plants and animals shall be removed and water drained from all equipment as required by s. 30.07, Wis. Stats., and ss. NR 19.055 and 40.07, Wis. Adm. Code. when moving equipment between surface water or wetlands.
 - Operator shall comply with the most recent Department-approved 'Boat, Gear, and Equipment Decontamination and Disinfection Protocol', Manual Code # 9183.1, available at <http://dnr.wi.gov/topic/invasives/disinfection.html>
- k. Sponsor (County), shall comply with the actions outlined in Endangered Resources Review, ERR Log #23-892, as issued on January 10, 2024 to Dane County, and any subsequent revisions to this review.

Check here if you request advance payment totaling \$123,304.00

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

DANE COUNTY

Signed this _____ day of _____, 20____.

BY _____
Signature of Sponsor Representative

Typed Name of Sponsor Representative

Personally came before me this _____ day of _____, 20____, the above named _____
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Typed or Printed Name of Notary Public
Notary Public, State of Wisconsin

My Commission expires _____

State of Wisconsin, _____ County

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

Signed this 16th day of January, 2024.

BY Terry Bay
Terry Bay, Director Bureau of Facilities and Lands

Personally came before me this 16th day of January, 2024, the above named Terry Bay

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Cornie M. Scott
Signature of Notary Public

Cornie M. Scott
Typed or Printed Name of Notary Public
Notary Public, State of Wisconsin

My commission expires 9-3-27

State of Wisconsin, Dane County

