

COST-SHARE CONTRACT NO.:

SOIL AND WATER RESOURCE MANAGEMENT GRANT PROGRAM Sec. 92.14, Wis. Stats.

COST-SHARE CONTRACT
(DATCP approval required for cost-share amounts over \$50,000)

This contract is made and entered into by and between Vilas County Land Conservation Committee, and landowners(s) _____ and grant recipient _____. **This contract is complete and valid as of the date signed by the county representative.**

In consideration of the terms and conditions herein, the parties agree to this contract as set forth in the following Sections 1, 2, and 3, and any addenda that are annexed and made a part hereof.

NOTE 1: It is not necessary to notarize the spouse's signature unless this contract will be recorded. However, the spouse must sign his or her own name. All other signatures must be notarized. If there are additional landowners or any grant recipients, check here and attach Exhibit A1. Insert "not applicable" for each line not completed.

NOTE 2: Only properly authorized person(s) can sign in a representative capacity and must sign in such capacity if the landowner is a corporation, trust, estate, partnership, limited partnership, or limited liability company.

Recording Area
Agency Name & Return Address Vilas County Land & Water Conservation Department 330 Court Street Eagle River, WI 54521
Parcel Identification Number

LANDOWNER/REPRESENTATIVE DATE
PRINT OR TYPE NAME: _____

State of Wisconsin)
) ss.
 _____ County)

This instrument was acknowledged before me on _____ (date)

By _____
(name of landowner or representative)
as _____
(representative's position or type of authority, if applicable)
for _____
(name of entity on behalf of whom instrument was executed, if applicable)

SIGNATURE PRINT NAME
Notary Public, State of Wisconsin
My commission expires _____ (is permanent).

LANDOWNER/REPRESENTATIVE DATE
PRINT OR TYPE NAME: _____

State of Wisconsin)
) ss.
 _____ County)

This instrument was acknowledged before me on _____ (date)

by _____
(name of landowner or representative)
as _____
(representative's position or type of authority, if applicable)
For _____
(name of entity on behalf of whom instrument was executed, if applicable)

SIGNATURE PRINT NAME
Notary Public, State of Wisconsin
My commission expires _____ (is permanent).

SIGNATURE OF COUNTY REPRESENTATIVE DATE
PRINT OR TYPE NAME: MARIQUITA I SHEEHAN

State of Wisconsin)
) ss.
 _____ County)

This instrument was acknowledged before me on _____, _____ by _____,

As _____ of _____.

SIGNATURE PRINT NAME
Notary Public, State of Wisconsin
My commission expires _____ (is permanent)

This document was drafted by the Wisconsin Department of Agriculture, Trade and Consumer Protection.

Personal information you provide may be used for purposes other than that for which it was originally collected (Sec. 15.04(1) (m), Wis. Stats.)

COST-SHARE CONTRACT NO.:

SECTION 1A. COUNTY INFORMATION

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NAME OF COUNTY AGENCY Vilas County Land & Water Conservation	TELEPHONE NUMBER 715/ 479-3747		
ADDRESS 330 Court Street	CITY, STATE, ZIP CODE Eagle River	WI	54521
NAME OF AUTHORIZED REPRESENTATIVE			

SECTION 1B. LANDOWNER and GRANT RECIPIENT INFORMATION

TOTAL DATCP COST-SHARE AMOUNT (from page 5) [Redacted]	
NAME OF LANDOWNER (Individual, Corporation, Trust, Estate, Partnership) NOTE: SPOUSE MUST BE INCLUDED	
ADDRESS	
CITY, STATE, ZIP CODE	TELEPHONE NUMBER
LEGAL DESCRIPTION OF SUBJECT PROPERTY (COMPLETE BELOW OR ATTACH AS EXHIBIT B) Example: NW ¼ of the NW ¼ of Section 12, T. 14 N., R 6 E. (Aerial photo without description is not sufficient)	
Watershed Code =	
NAME OF GRANT RECIPIENT, if different than above. NOTE: SPOUSE MUST BE INCLUDED	
ADDRESS	
CITY, STATE, ZIP CODE	TELEPHONE NUMBER

INSTALLATION PERIOD

Each practice must be installed in the year of the cost-share contract, unless the project is extended. This contract may provide cost-sharing for more than one year for the following items as long as the parties record the number of years of cost-sharing in the appropriate column in Section 3:

- a. to install and maintain contour farming, cover and green manure crop, nutrient management, pest management, residue management, and strip-cropping (up to 4 years).
- b. for land taken out of production for 10 years or other period specified in Section 3.
- c. for riparian land taken out of production for 15 years or in perpetuity as specified in Section 3.

Appeal Rights

The landowner or grant recipient may appeal to the county, in writing, any decision of the county land conservation department regarding this grant. The county corporation counsel will determine if the grantee is eligible for a hearing under Chapter 68, Wis. Stats.

Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Reps. Initials	Date

ADDENDA MAY BE ATTACHED TO THIS DOCUMENT TO RECORD SPECIAL CONDITIONS

A. The landowner/grant recipient agrees:

1. To install and maintain cost-shared practice(s) listed in Section 3, consistent with the plans and specifications referenced in Section 3, during periods identified in Section 3.
2. To make all payments for which the landowner/grant recipient (hereinafter referred to as “landowner”) is obligated under this contract, as specified in Section 3.
3. To provide the county with evidence of payment, as applicable, for services, supplies, and practices performed or installed pursuant to this contract. Proof of payment may be in the form of a statement or invoice, or receipts or cancelled checks with the related vendor contract. For services provided by the landowner, the landowner shall submit a detailed invoice or cost-estimate for those services.
4. To maintain the cost-shared practice for at least 10 years from the date of installation, except for these “soft” practices: contour farming, cover and green manure crop, nutrient management, pest management, residue management, and strip-cropping. Soft practices must be maintained for each year cost-share funds are provided, as specified in Section 3. Extended maintenance periods apply if land is taken out of production for more than 10 years, as specified in Section 3.
5. To operate and maintain each cost-shared practice for the required maintenance period following the certification of installation or replace it with an equally effective practice. To refrain, during the maintenance period, from actions that may reduce a practice’s effectiveness, or result in water quality problems. Where appropriate, the landowner agrees to follow an operation and maintenance plan. All nutrient management plans must comply with s. ATCP 50.04(3), Wis. Admin. Code.
6. To repay cost-share funds immediately, upon demand by the county, if the landowner fails to operate and maintain the cost-shared practice according to the contract. Repayment of grant funds shall not be required if a practice(s) is rendered ineffective during the required maintenance period due to circumstances beyond the control of the landowner.
7. To the recording of this contract, including the legal description of the subject property, with the deed to the subject property, if the cost-share contract amount is greater than \$14,000. This contract shall be recorded before the county makes any cost-share payment to the landowner. Upon recording, this contract constitutes a covenant running with the land described in Section 1B, and is binding on subsequent owners, heirs, executors, administrators, successors, trustees, and assigns, and users of the land for the period set forth in Section 3.
8. To comply with (i) the performance standards, prohibitions, conservation practices and technical standards under s. 281.16, Stats., (ii) plans approved under ss. 92.14, 92.15 (1985 Stats.), 92.10 and 281.65, Stats., and (iii) the practices necessary to meet the requirements of this contract, and to continue such compliance after the term of this contract, without further cost-sharing, if the landowner has received cost-sharing for compliance at least equal to the cost-sharing required under s. ATCP 50.08, Wis. Admin. Code. There is no requirement for continuing compliance for land that is taken out of production unless cost-sharing is provided.
9. To acknowledge receipt, where applicable, of a notice provided by the county explaining continuing compliance requirements arising out of the installation of specific cost-shared practices. (Initial here _____, _____, _____.)
10. Not to discriminate against contractors because of age, race, religion, color, handicap, gender, physical condition, developmental disability, or national origin, in the performance of responsibilities under this contract.
11. To make any changes to this contract, including changes in project components and costs, according to the procedures set forth in Section 2.C.3.
12. To the county’s right to stop work, or withhold cost-share grant funds, if it is found that the landowner, grant recipient, or construction contractor in their employ has violated ch. 92, Wis. Stats., ch. ATCP 50, Wis. Admin. Code, or has breached this contract.

Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Reps. Initials	Date

COST-SHARE CONTRACT NO.:

B. The county agency agrees:

1. To provide technical assistance for the design, construction, and installation of cost-shared practice(s) according to applicable standards in ch. ATCP 50, Wis. Admin. Code. The county agrees to provide written notice, when applicable, to inform each landowner and grant recipient of the full ramifications of a cost-share contract, including future compliance obligations.
2. To use the most cost-effective methods to address the water quality concerns of this project, and apply cost containment procedures, consistent with ch. ATCP 50, Wis. Admin. Code, when estimating and paying for cost-shared practice(s).
3. To provide cost-share funds to the landowner, in the amounts specified in Section 3 and any amendments, upon proof that (i) the landowner has made all payments for which the landowner is responsible under the contract, (ii) the practice(s) are designed and installed according to standards in ch. ATCP 50, Wis. Admin. Code and this contract, including compliance with applicable construction site erosion control standards, and (iii) nutrient management plans comply with s. ATCP 50.04(3) Wis. Admin. Code. The county may make payments to third parties as provided in s. ATCP 50.40(13), Wis. Admin. Code.
4. To collect and retain all contract-related documents regarding operation and maintenance, proof of certification of design and installation, change orders, receipts and payments, and other referenced materials for a minimum of three years after making the last cost-share payment to the landowner, or for the duration of the maintenance period of this contract, whichever is longer. Records may be retained longer to demonstrate that a landowner meets the cost-sharing exemption under s. ATCP 50.08(5), Wis. Admin Code. Payment records from the landowner and county must provide proof of payment in full for all cost-shared practices installed. Copies of records shall be made available to DATCP upon request.
5. To record this contract, including the legal description of the subject property, with the deed to the subject property, as required under Section 2.A.7.
6. To coordinate eligibility for DATCP cost-share funding, and to follow required reimbursement procedures to facilitate timely cost-share payment(s) to the landowner, including the submission of certification forms to DATCP documenting that cost-shared practice(s) have been properly installed in accordance with this contract and paid for.

C. General conditions of the contract

1. State cost-share reimbursement amounts in Section 3 are contingent on receiving DATCP funding. The county may cancel this contract, in whole or in part, due to non-availability of DATCP funds. A county is responsible for contract grant amounts when the county makes cost-share commitments beyond the amount of its DATCP annual allocation or the county fails to obtain DATCP approval required under 2.C.2.
2. Written approval from DATCP shall be obtained before this contract is executed or amended if the DATCP cost-share amount exceeds \$50,000, and such approval shall be attached to, and made part of, this contract.
3. This contract may be amended, by mutual written agreement of the parties, during the installation or maintenance periods, if the proposed changes will provide equal or greater control of water pollution. For any changes in practice components or costs, the county will determine eligibility and whether to approve such changes. Counties must use a "Cost-Share Contract Change Order" form (ARM-LR-166) for changes prior to or during the installation and maintenance periods. Except as otherwise provided in the "Change Order" form, any completed "Change Order" form must be attached to, and made part of, this contract. Changes to this contract that increase the DATCP cost-share amount over \$14,000 or \$50,000 are subject to requirements in Sections 2.A.7. regarding recording and 2.C.2. regarding DATCP approval, respectively.
4. This contract is void if, prior to installation, the county determines that due to a material change in circumstances the proposed practices will not provide cost-effective water quality benefits.

Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Reps. Initials	Date

COST-SHARE CONTRACT NO.:

SECTION 3. PRACTICES, COST, COST-SHARE AMOUNTS, AND INSTALLATION SCHEDULE **PAGE 5 of 7**

The parties agree to the practices, specifications, eligible costs, cost-share amounts, and installation schedule set forth below. The plans and specifications for installation of the following practices were developed for the subject property of landowner(s):

Name of Person Preparing Technical Design: Mariquita Sheehan	Representing: (COUNTY OR PRIVATE ENGINEERING FIRM) Vilas County Land & Water	USE OF THE 3 BOXES BELOW IS OPTIONAL	
		REPRESENTING:	DATE OF APPROVAL:
AMOUNT OF COST-SHARE CONTRACT APPROVED: \$			

*	Cost-Shared Item Description ss. ATCP 50.62 to 50.98, 50.40 (15) & (18), & 50.08 (3) and (4)	Yrs of CS**	Quantity (Use Standard Units)	Unit Cost or Flat Rate \$	Estimated Total Cost \$	COST-SHARE RATE			ESTIMATED COST-SHARE AMOUNTS		
						Vilas Co. %	Grantee %	County/other %	Vilas/DATCP \$	Grantee \$	Other \$
Y											

* For administrative purposes, please indicate Y or N if the practice can be paid with Bond Revenue.	TOTALS								
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** Enter the number of years the practice is cost-shared only if the contract provides for (a) more than one year of cost-sharing for soft practices (contour farming, cover and green manure crop, nutrient management, pest management, residue management, and strip-cropping), (b) land taken out of production for more than one year, or (c) CREP equivalent payments for riparian land taken out of production. For "soft practice" payments, the landowner receives the full contract amount after the practice is certified, and has a contractual obligation to maintain the practice for the number of years cost-shared. (Note: Landowners may have compliance obligations under state law that are beyond the terms of this contract.) For "land out of production" payments under ATCP 50.08(3)(d), the landowner receives the sum of the landowner's annual cost for the period specified in the contract. A landowner's annual cost equals the number of affected acres multiplied by the per-acre weighted average soil rental rate in the county on the date of the cost-share contract. For CREP equivalent payments authorized under ATCP 50.08(4), the landowner receives an amount equal to the amount that would be offered under the CREP program if the affected lands were enrolled in that program. To receive a CREP- equivalent payment, a landowner must keep riparian land out of production for 15 years, or in perpetuity, and must agree to contract terms similar to those imposed by the CREP program. Insert "P" if the land is taken out of production in perpetuity.

ENTER DATCP COST-SHARE TOTAL AMOUNT ON PAGE 2

Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Rep. Initials	Date