



**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 **Dodge** County Land Conservation Committee, and landowner(s) **City of Watertown** and grant recipient(s) \_\_\_\_\_. **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 signatures unless this contract will be recorded. If there are additional landowners or any grant recipients, check here ☐ and attach Exhibit A1. **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

Parcel Identification Number

291-0915-3433-013

291-0915-3433-002

LANDOWNER/REPRESENTATIVE DATE

PRINT OR TYPE NAME: EMILY MCFARLAND

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: JOHN BOHONEK

State of Wisconsin )  
 ) ss.  
\_\_\_\_ County )  
This instrument was acknowledged before me on \_\_\_\_\_  
(date)  
by \_\_\_\_\_  
(name of county representative)  
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.)

**SECTION 1A. COUNTY INFORMATION****PAGE 2 of 5****NAME OF COUNTY AGENCY****Dodge County Land and Water Cons. Dept.****TELEPHONE NUMBER****920-386-3660****ADDRESS****127 East Oak Street****CITY, STATE, ZIP CODE****Juneau WI 53039****NAME OF AUTHORIZED REPRESENTATIVE****John Bohonek****SECTION 1B. LANDOWNER and GRANT RECIPIENT INFORMATION****TOTAL DATCP COST-SHARE AMOUNT (refer to page 5)****\$9,129.87****NON-DATCP FUNDING BY SOURCE (refer to page 5)**☐ County \$N/A ☐ Other State Agency \$N/A☐ Federal \$N/A ☐ Non-Profit or Other \$N/A**NAME OF LANDOWNER (Check the description that best applies: ☐ Individual (Note: Spouse must be included) ☐ Corporation**☐ Limited Liability Company ☐ Trust, Estate or Partnership ☒ Local Unit of Government)**City of Watertown****ADDRESS****106 Jones Street****CITY, STATE, ZIP CODE****Watertown WI 53094****TELEPHONE NUMBER****920-262-4000****LOCATION OF COST-SHARED PRACTICE(S) (Locate by providing parcel numbers(s) or coordinates below or attach required information as Exhibit B)**Parcel Identification Number(s): **291-0915-3433-013, 291-0915-3433-002**

Latitude and longitude (degrees and minutes):

° ' N ° ' W

Note: If this document will be recorded, attach a legal description of the location of the cost-shared practice(s) that meets the requirements of ss. 706.05(2m)(a) and 66.0217(1)(c), Wis. Stats.

**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, and all costs associated with the practice must be incurred, by December 31<sup>st</sup> of the cost-share contract year, or December 31<sup>st</sup> of the year of an approved extension. 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:**

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

**Disclosure of non-DATCP funding:** By signing this contract, the landowner or grant recipient agrees to disclose all information related to any non-DATCP funding that has been or will be obtained to pay for practices described in this contract, and to authorize the county and DATCP to access files related to this funding, including release of county and federal files in accordance with the provisions of 16 U.S.C. 3844(b) (2) (D) (i).**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 will determine if the grantee is eligible for a hearing under Chapter 68, Wis. Stats.

| Landowner<br>Initials | Date | Spouse<br>Initials | Date | Grant<br>Recipient<br>Initials | Date | Spouse<br>Initials | Date | County<br>Reps.<br>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. Landowners are responsible for all payments for state or local administrative permit fees.
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. The landowner agrees to follow an operation and maintenance (O&M) plan or other maintenance requirements including those in ATPC 50.62, Wis. Admin. Code. All nutrient management plans must comply with s. ATPC 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 cost-sharing exceeds \$14,000 unless this contract cost-shares only practices listed in s. ATPC 50.08 (5) (b). 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. ATPC 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 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. ATPC 50, Wis. Admin. Code, or has breached this contract.

|                       |      |                    |      |                                |      |                    |      |                             |      |
|-----------------------|------|--------------------|------|--------------------------------|------|--------------------|------|-----------------------------|------|
| Landowner<br>Initials | Date | Spouse<br>Initials | Date | Grant<br>Recipient<br>Initials | Date | Spouse<br>Initials | Date | County<br>Reps.<br>Initials | Date |
|                       |      |                    |      |                                |      |                    |      |                             |      |

**B. The county agency agrees:**

1. To enter this cost-share contract only after the Land Conservation Committee has authorized the cost-sharing of this project.
2. To provide technical assistance for the design, construction, and installation of cost-shared practice(s) according to applicable standards in ch. ATPC 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. The county further agrees to ensure that cost-shared practices are maintained as required in II. A. 4 by securing O&M plans and performing site checks as needed.
3. To use the most cost-effective methods to address the water quality concerns of this project, and apply cost containment procedures, consistent with ch. ATPC 50, Wis. Admin. Code, when estimating and paying for cost-shared practice(s).
4. 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. ATPC 50, Wis. Admin. Code and this contract, including compliance with applicable construction site erosion control standards, and (iii) nutrient management plans comply with s. ATPC 50.04(3) Wis. Admin. Code. The county may make payments to third parties as provided in s. ATPC 50.40(13), Wis. Admin. Code.
5. 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. ATPC 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.
6. 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. Contracts may be recorded if not required under Section 2.A.7.
7. 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<br>Initials | Date | Spouse<br>Initials | Date | Grant<br>Recipient<br>Initials | Date | Spouse<br>Initials | Date | County<br>Reps.<br>Initials | Date |
|                       |      |                    |      |                                |      |                    |      |                             |      |

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

The parties agree to the following related to the conservation practices, technical design and specifications, eligible costs, cost-share rates and amounts, and rate set forth below.

|   |   |  |                              |
|---|---|--|------------------------------|
| <b>Name of Person Preparing Technical Design:</b><br><b>Jared Winter</b><br><b>Representing:</b> (COUNTY OR PRIVATE ENGINEERING FIRM) <b>Dodge County</b> | <b>Technical Standards Used in the Design:</b> (LIST NAME AND DATE OF NRCS, DNR OR OTHER STANDARDS EMPLOYED IN THE DESIGN) <b>USDA-NRCS Streambank and Shoreline Protection, 9/21</b> | <b>USE OF THE 3 BOXES BELOW IS OPTIONAL</b>          |                              |
|   |   | <b>REPRESENTING:</b> N/A                             | <b>DATE OF APPROVAL:</b> N/A |
|   |   | <b>AMOUNT OF COST-SHARE CONTRACT APPROVED:</b> \$N/A |                              |

| *                        | Cost-Shared Item Description<br>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 |                   |                 |
|--------------------------|---|-------------|-------------------------------|---------------------------|-------------------------|-----------------|-----------|----------------|------------------------------|-------------------|-----------------|
|                          |   |             |                               |                           |                         | State %***      | Grantee % | County/other % | DATCP \$                     | Grantee \$        | County/other \$ |
| <input type="checkbox"/> | ATCP 50.88 Streambank and Shoreline Protection  |             | 366 Ln. Ft.                   | \$49.89                   | \$18,259.74             | 50%             | 50%       | -----          | \$9,129.87                   | \$9,129.87        | -----           |
| <input type="checkbox"/> |   |             |                               |                           |                         |                 |           |                |                              |                   |                 |
| <input type="checkbox"/> |   |             |                               |                           |                         |                 |           |                |                              |                   |                 |
| <input type="checkbox"/> |   |             |                               |                           |                         |                 |           |                |                              |                   |                 |
| <input type="checkbox"/> |   |             |                               |                           |                         |                 |           |                |                              |                   |                 |
| <input type="checkbox"/> |   |             |                               |                           |                         |                 |           |                |                              |                   |                 |
| <input type="checkbox"/> |   |             |                               |                           |                         |                 |           |                |                              |                   |                 |
|                          |   |             |                               | <b>TOTALS</b>             | <b>\$18,259.74</b>      |                 |           |                | <b>\$9,129.87</b>            | <b>\$9,129.87</b> | <b>-----</b>    |

\* Must check if the 50% maximum rate applies based on the installation of a practice after January 1, 2014 under one of these two conditions:

a. The practice is installed on land owned by a local governments

b. Cost-sharing is provided for access roads (ATCP 50.65) , roof runoff system (ATCP 50.85), stream bank or shoreline protection (ATCP 50.88), stream crossing (s. ATCP 50.885), or wetland development or restoration (ATCP 50.98) and the practice does not implement a farm performance standard.

\*\* 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. 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. Cost-share practices must be operated and maintained in accordance with O&M plans and other requirements that may apply

\*\*\* May exceed 70 percent only if the farm landowner qualifies for economic hardship.

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