

**Jefferson County Land and Water Conservation Department
Healthy Lakes Contract**

Cost-Share Contract #

This contract is made and entered into by and between Jefferson County through its Land and Water Conservation Department, and landowner(s) _____ 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, 3, and 4.

Section 1A. County Information

Name of Authorized Representative: Mark Watkins, County Conservationist
Jefferson County Land and Water Conservation Department
311 S Center Ave., Room 113
Jefferson, WI 53549
920-674-7110

Signature of County Representative

Date

Section 1B. Landowner Information

Name:
Street:
City, State, Zip:
Phone:

Signature of Landowner

Date

Signature of Landowner

Date

Section 1C. Grant Recipient

Name:
Street:
City, State, Zip:
Phone:

Signature of Grant Recipient

Date

Signature of Grant Recipient

Date

Section 2B. The Jefferson County Land and Water Conservation Department Agrees:

1. To enter this cost-share contract only after the Land and Water 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. The county further agrees to ensure that cost-shared practices are maintained as required in Section 4 by performing site checks as needed.
3. To provide cost-share funds to the landowner/grant recipient, in the amounts specified in Section 3, upon proof that (i) the landowner/grant recipient has made all payments for which the landowner/grant recipient is responsible under the contract, and (ii) the practice(s) are designed and installed according to applicable standards and this contract, including compliance with applicable construction site erosion control standards. The county may make payments to third parties upon determination by the County Conservationist that payments due to a third party have been properly paid for performing services under this agreement by the landowner/grant recipient.
4. To collect and retain all contract-related documents regarding the cost-shared project (certification of design and installation, receipts and payments) for the duration of the 10 year maintenance period, or longer period in some circumstances, under this contract. Payment records from the landowner/grant recipient and county must provide proof of payment in full for all cost-shared practices installed. Copies of records shall be made available to the DNR upon request.

Section 2C. General Conditions of the Contract:

1. State cost-share reimbursement amounts in Section 3 are contingent on receiving funding from the Department of Natural Resources. The county may cancel this contract, in whole or in part, due to non-availability of DNR funds.
2. 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.
3. The landowner or grant recipient may appeal to the county, in writing, any decision of the county Land and Water Conservation Department regarding this grant. The county will determine if the grantee is eligible for a hearing under Chapter 68, Wis. Stats.

Section 2D. Conditions of Healthy Lakes Projects:

1. The maximum cost-share for each Healthy Lakes best practice is capped at \$1,000.
2. Landowners participating in Fish Sticks projects must commit to leaving a 350 ft² native planting if their property's shoreland vegetation protection area (i.e. buffer) does not comply with the local shoreland zoning ordinance.
3. 350 ft² native plantings must be planted at least 10 feet wide either perpendicular or parallel to shore, in a contiguous area rather than patches, and watering is required.

Landowner Initials	Date	Additional Landowner Initials	Date	Grant Recipient Initials	Date	Additional Grant Recipient Initials	Date	County Rep. Initials	Date
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Section 4D. Rain Garden:

- Water the plants 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 be minimal or no longer necessary.
- 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.

Section 4 E. Rock Infiltration:

- 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 pipe.
- Inspect the practice and remove, wash and/or sift, and replace 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.

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