

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].

<b>Sponsor:</b> City of Manitowoc	<b>Project Number:</b> S-ADLP3-21-1362 URGP 3-21-55
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**Project Title:**  
 City of Manitowoc Bayshore Recreation Trail Development

**Program Name:**  
 Knowles-Nelson Stewardship Program  
 Acquisition and Development of Local Parks

**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".)*  
 March 1, 2021 through June 30, 2023

**Project Scope:**  
 The City of Manitowoc will utilize Acquisition and Development of Local Parks Stewardship Program and Urban Rivers Grant Program Stewardship funding to develop an asphalt trail, bridge and canoe/kayak launch along the shores of the Little Manitowoc River. This includes trail construction and amenities, bridge, lighting and signage.

**Legal Description (hereinafter referred to as Property):**

Lot 2 of a Certified Survey Recorded at the Manitowoc County Register of Deeds Office in Volume 34, Page 375, Document # 1227854.

STATE OF WI - MTWC CO  
 KRISTI TUESBURG REG/DEEDS  
 RECEIVED FOR RECORD  
 04/29/2021 2:42:35 PM

5CHG

Name and Return Address  
 Curtis Hall  
 City of Manitowoc  
 900 Quay St.  
 Manitowoc, WI 54220

052-817-403-020.00  
 Parcel Identification Number (PIN)

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.

<b>Project Financial Assistance Summary</b>	The following documents are hereby incorporated into and made part of this Contract:								
<table border="0"> <tr> <td>Total Project Cost</td> <td>\$828,604.00</td> </tr> <tr> <td>Cost-Share Percentage</td> <td>Up to 50%</td> </tr> <tr> <td>State Aid Amount</td> <td>\$130,102 (ADLP) \$239,200 (URGP)</td> </tr> <tr> <td>Project Sponsor Share</td> <td>\$459,302</td> </tr> </table>	Total Project Cost	\$828,604.00	Cost-Share Percentage	Up to 50%	State Aid Amount	\$130,102 (ADLP) \$239,200 (URGP)	Project Sponsor Share	\$459,302	<ol style="list-style-type: none"> <li>Chapter 23, Wis. Stats.</li> <li>Chapter NR 51, Wisconsin Administrative Code</li> <li>Chapter NR 52, Wisconsin Administrative Code</li> <li>Grant Application, attachments, and addendums</li> </ol>
Total Project Cost	\$828,604.00								
Cost-Share Percentage	Up to 50%								
State Aid Amount	\$130,102 (ADLP) \$239,200 (URGP)								
Project Sponsor Share	\$459,302								

**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 Acquisition and Development of Local Parks 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 water and wetland 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.
- f. Stormwater permits are required if grading >1 acre, and filling or grading in wetlands requires a Corps of Engineers and Department permits.
- g. Development plans must be submitted to the Department for approval prior to any construction.
- h. 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.
- i. 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.
- j. Final structure construction plans must be approved and stamped for structural adequacy by a licensed professional engineer before construction begins. (if a structure)
- k. The Department of Safety and Professional Services (formerly Department of Commerce) must approve all sanitary facility plans before construction begins. (if restroom)
- l. Structural approval for all restroom or shelter buildings less than 25,000 cubic feet must be obtained from a licensed professional engineer before construction begins. Structural approval for all restroom or shelter buildings exceeding 25,000 cubic feet must be obtained from the Department of Safety and Professional Services (formerly Department of Commerce) before construction begins. (if shelter or restroom)
- m. 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>
- n. A migratory bird concentration site is known to be present within the project area. Sites are used by many different species, both rare and non-rare, and while these birds may not be protected under endangered species law, they are protected under the federal Migratory Bird Treaty Act (MBTA). It is recommended that disturbance be kept to a minimum during the spring and fall migration seasons (March 15-May 31 and August 1-October 31).

Check here if you request advance payment totaling \$184,651.00



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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.

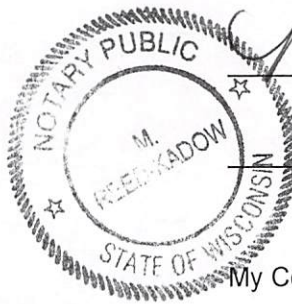
**SPONSOR**

Signed this 27<sup>th</sup> day of April, 2021.

BY [Signature]  
Signature of Sponsor Representative

Justin M. Nickels  
Typed Name of Sponsor Representative

Personally came before me this 27<sup>th</sup> day of April, 2021, the above named Justin M. Nickels to me known to be the person who executed the foregoing instrument and acknowledged the same.



[Signature]  
Signature of Notary Public

M. Reel-Kadow  
Typed or Printed Name of Notary Public  
Notary Public, State of Wisconsin

My Commission expires 8/15/21

State of Wisconsin, Manitowoc County

**STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES**

Signed this 12<sup>th</sup> day of April, 2021.

BY [Signature]  
Pamela Rood, Grant Manager  
Bureau of Facilities and Lands

Personally came before me this 12<sup>th</sup> day of April, 2021, the above named Pamela Rood to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]  
Signature of Notary Public

Cheryl B. Housley  
Typed or Printed Name of Notary Public  
Notary Public, State of Wisconsin

My commission expires February 10, 2024

State of Wisconsin, Dane County

THIS INSTRUMENT WAS DRAFTED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES

