



Contract Routing Form

ROUTING: Hand Carry

printed on: 03/24/2010

Contract between: Wisconsin Dept of Natural Resources  
and Dept. or Division: Parks  
Name/Phone Number:

Project: Cherokee Park Filut Acquisition

Contract No.:  
Enactment No.: RES-07-00747  
Dollar Amount: 0.00

File No.: 06758  
Enactment Date: 07/18/2007

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3-24-10	
Director of Civil Rights		
Risk Manager		
Comptroller		
City Attorney		
Mayor		

Please return signed Contracts to the City Clerk's Office  
Room 103, City-County Building for filing.

Original + 1/2 Copies



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor  
Matthew J. Frank, Secretary

Central Office  
101 South Webster Street  
PO Box 7921  
Madison, Wisconsin 53707-7921  
Telephone 608-266-2621  
FAX 608-267-3579  
TTY Access via relay - 711

March 2, 2010

Kay Rutledge, Parks Development Mgr.  
City of Madison Parks Department  
210 Martin Luther King Jr. Blvd, Suite 104  
Madison, WI 53701

URGP2-248  
City of Madison

Dear Ms. Rutledge:

Congratulations! On behalf of Governor Jim Doyle, we are pleased to forward to you duplicate copies of a grant agreement for financial assistance from the Urban Rivers Program for the following project:

<u>Project Number</u>	<u>Project Name</u>	<u>Grant Amount</u>
URGP2-248	City of Madison - Cherokee Park Filut Acquisition	\$46,290.00

Please review the agreement and return the original signed by the authorized official **within 30 days of this letter's date** to Stefanie Brouwer at the South Central Region, 3911 Fish Hatchery Rd., Fitchburg, WI 53711. The second copy is for your file. Funds will be encumbered when the signed agreement is returned. Please read the items checked below. They apply to your project and grant award.

**Grant Award Time Period: March 2, 2010 through June 30, 2011.** All project activities must occur within this time period to be eligible costs for reimbursement.

**Advance or Reimbursement Check:** When you submit your claim for an advance or reimbursement the check will be mailed to City of Madison, Kay Rutledge, 210 Martin Luther King Jr. Blvd., Madison, WI 53710. This is the check recipient that appears in our records.

**Changes to the approved project scope** may not be made without prior approval from the Department.

**You are entitled to a project advance of: \$23,145.00**

This advance payment is made available to you to cover costs you may incur in the initial stages of your project. The advance payment is equal to 50% of the state cost sharing assistance. *If you wish to request the advance payment, please check the box provided on the last page of the project agreement.*

**IMPORTANT:** The deed restriction clause listed in the special conditions section of the agreement must be included in the deed when it is recorded in order to process your billings.

Reimbursement claim forms and/or financial administration information are enclosed. Please submit reimbursement claim forms for your project to Stefanie. Feel free to contact Stefanie at 608-275-3218, if you have any questions about your grant award or the reimbursement procedures. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Sincerely,

*Amy Bradley for*

Vance L. Rayburn, Administrator  
Division of Customer & Employee Services

Enclosures

cc: Stefanie Brouwer – SCR

PARKS10MAR 5AM 9:59

**DNR COPY**

**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>Grantee/Project Sponsor</b>  City of Madison	<b>Project Number</b>  URGP2-248								
<b>Project Title</b>  City of Madison - Cherokee Park Filut Acquisition									
<b>Period Covered by This Agreement</b>  March 2, 2010 Through June 30, 2011	<b>Name of Program</b>  Urban Rivers								
<b>Project Scope and Description of Project</b>  The City of Madison requests grant assistance with purchase of a 1 acre inholding in Cherokee Park (Filut parcel). The purchase will improve recreational access, provide land for a link in the city/regional bike trail, and eliminate an incompatible use within the park boundary.  <table> <tr> <td>Project Costs:</td> <td>\$90,000.00</td> </tr> <tr> <td>Additional Acquisition Costs:</td> <td><u>2,580.00</u></td> </tr> <tr> <td>Total Project Costs:</td> <td>\$ 92,580.00</td> </tr> </table>		Project Costs:	\$90,000.00	Additional Acquisition Costs:	<u>2,580.00</u>	Total Project Costs:	\$ 92,580.00		
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Additional Acquisition Costs:	<u>2,580.00</u>								
Total Project Costs:	\$ 92,580.00								
<b>PROJECT FINANCIAL ASSISTANCE SUMMARY:</b>	The following documents are hereby incorporated into and made part of this agreement:								
<table> <tr> <td><b>Total Project Cost</b></td> <td><u>\$92,580.00</u></td> </tr> <tr> <td><b>Cost-Share Percentage</b></td> <td><u>50%</u></td> </tr> <tr> <td><b>State Aid Amount</b></td> <td><u>\$46,290.00</u></td> </tr> <tr> <td><b>Project Sponsor Share</b></td> <td><u>\$46,290.00</u></td> </tr> </table>	<b>Total Project Cost</b>	<u>\$92,580.00</u>	<b>Cost-Share Percentage</b>	<u>50%</u>	<b>State Aid Amount</b>	<u>\$46,290.00</u>	<b>Project Sponsor Share</b>	<u>\$46,290.00</u>	<ol style="list-style-type: none"> <li><b>Chapter NR 51, Wisconsin Administrative Code</b></li> <li><b>Application Dated 04/30/2008</b></li> </ol>
<b>Total Project Cost</b>	<u>\$92,580.00</u>								
<b>Cost-Share Percentage</b>	<u>50%</u>								
<b>State Aid Amount</b>	<u>\$46,290.00</u>								
<b>Project Sponsor Share</b>	<u>\$46,290.00</u>								

## **A. General Conditions:**

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Urban Rivers 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 agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement 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 agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no 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 agreement, at the Department's discretion.

### **The Project Sponsor:**

4. Agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement. 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 agreement, 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 agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, 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 agreement 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 agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, 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 agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, 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. Except with respect to sexual orientation, 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.

### **The Department:**

9. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$46,290.00, 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.
10. 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 approval of this Department.

- b. The Sponsor agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature related to any and all environmental hazards associated with the purchase of property or rights in property that are purchased with Department grant funds, by the Sponsor.
- c. Acquisition of real property shall be in accordance with state guidelines for preparation of appraisals and relocation assistance.
- d. The following clause must be entered in the deed: "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, Chapter NR 51 of the Wisconsin Administrative Code, and Stewardship Grant Agreement Number URGP2-248 (the "Agreement") entered into by the City of Madison and between the Wisconsin Department of Natural Resources and the Grantee on \_\_\_\_\_(date grant agreement signed). By acceptance of this deed, the Grantee, for itself and its successors and assigns, hereby covenants and agrees not to convey, sell, lease, assign or mortgage the property herein conveyed or convert it to uses or purposes inconsistent with the Stewardship Program and Agreement without the prior written approval of the Wisconsin Department of Natural Resources."
- e. The Sponsor agrees to display a sign at the site acknowledging funding through the Knowles-Nelson Stewardship Program and Wisconsin Department of Natural Resources.

Check here if you request advance payment totaling \$23,145.00

*The persons 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 agreement and bind his or her principal, either by a duly adopted resolution or otherwise.*

**STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
FOR THE SECRETARY**

By \_\_\_\_\_  
(Signature)

By Amy Bradley for  
Vance L. Rayburn, Administrator  
Division of Customer & Employee Services

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

3/2/10  
(Date)