## AGREEMENT FOR BONE LAKE MANAGEMENT DISTRICT WATERFRONT COST SHARING

Cost Share Agreement Number BLMD-054

This contract is made and entered into by and between the Bone Lake Management District (Lake District), and landowner(s) Rvan and Karen Angelo. This contract is complete and valid as of the date signed by the Lakes District representative.

In consideration of their mutual agreements, the parties agree to this contract as set forth in the following Sections 1, 2, and 3 and any attached addenda.

n Angelo

Ryan Angelo

SIGNATURE OF LANDOWNER

DATE

RETURN SIGNED AGREEMENT TO:

Bone Lake Management District

c/o Phillip Foster

2080C W. Bone Lake Drive

Milltown, WI 54858

Agency Name & Return Address

026-00177-0000

Parcel Identification Number

Karen Angelo

SIGNATURE OF LANDOWNER/SPOUSE (if no other landowner or

spouse, write "not applicable" on this line.)

DATE

Note: Lake District representative must sign after landowner.

Phillip Foster

SIGNATURE OF LAKE DISTRICT REPRESENTATIVE

DATE

# SECTION 1A. LAKE DISTRICT INFORMATION

NAME OF AGENCY Bone Lake Management District	TELEPHONE NUMBER 715-857-5304
2080C W Bone Lake Drive	
Milltown, WI 54858	
Phillip Foster	

SECTION 1B. LANDOWNER INFORMATION

7	TOTAL COST-SHARE AMOUNT (From Page 4)		
BLMD-054	\$4,562 (Lake District Share)		
NAME OF LANDOWNER(S) (Whether Individ	dual, Corporation, Trust, Estate, or Partnership) :		
Ryan and Karen Angelo			
TELEPHONE NUMBER			
715-905-0260			
ADDRESS CITY, STATE,	ZIP CODE		
3305 Arthur St. NE Minneapolis	Minneapolis, MN 55418		
PROPERTY ADDRESS or LEGAL DESCRIPTION Located in Polk County, WI, S6, T35N, R16W 2362 Sandy Hook Court	ON:		
INSTAL	LLATION PERIOD		
FROM: October 20, 2017	TO: June 30, 2018		

LANDOWNERS INTIALS: DATE INITIALED!

ADDENDA MAY BE ATTACHED TO THIS DOCUMENT TO RECORD SPECIAL CONDITIONS.

The landowner agrees:

- A. To allow construction of the practice consistent with the plan prepared or approved by the Bone Lake Management District (Lake District) and reviewed by the landowner, during the installation period identified in Section 1B.
- B. To complete operation and maintenance to maintain the function of the practices as described in Attachment A.
- C. To ensure that the practice is maintained for a minimum of ten years following installation to avoid water quality problems.
- D. To repay cost-sharing funds immediately, upon demand by the Lake District, if the practices are not properly installed or maintained to avoid water quality problems. 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.
- E. The Lake District and the Department of Natural Resources shall have the right to inspect sites to verify practice installation, operation, and maintenance. Failure to allow inspection of sites shall result in the termination of this agreement and the requirement that all payments made by the Lake District pursuant to this agreement be repaid
- F. To conduct all land management and pollutant management activities in accordance with Polk County ordinances.

2. The Bone Lake Management District agrees:

- A. To provide technical assistance for the design, construction, and installation of cost-shared practice(s) according to state standards and applicable county ordinances.
- B. To determine the eligibility and provide review and potential approval for any unanticipated changes in practice components and costs.
- C. To construct the practice consistent with the plan prepared or approved by the Bone Lake Management District (Lake District) and reviewed by the landowner, during the installation period identified in Section 1B.
- D. 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 agreement.
- E. To make payment(s) for services and practices related to a project on the land specified in Section 1B, pursuant to Section 3 agreement, in accordance with procedures established by the LAKE DISTRICT and DNR.
- F. To collect and retain copies of all documents as proof of final payment and make these copies available to DNR upon request. Documents may be in the form of an invoice marked "paid in full," or receipts and canceled checks.
- G. To retain all documents resulting from this agreement.
- 3. This agreement may be amended, by mutual written agreement of the parties, during and after the installation period, if the proposed changes will provide equal or greater control of water pollution or habitat benefits. This agreement and any amendments may be recorded at the Polk County Register of Deeds.
- 4. This agreement is void if, prior to installation, the Lake District determines that due to a material change in circumstances the proposed practices will not provide cost-effective water quality and/or habitat benefits.

LANDOWNERS INITIALS:	DATE INITIALED:	LAKE DISTRICT REP. INITIALS:	DATE INITIALED:
	1		

# SECTION 3. PRACTICES, COSTS, COST-SHARE AMOUNTS, AND INSTALLATION SCHEDULE

#### Page 4 of 4

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

Technical Design Prepared by:
Scott Geddes, PE
Polk County Land and Water Resources
Department

Date Of Restoration Plan: August 2017

	Estimated	Cost Share	Est. Cost Share Amts.	
Practice	Total Cost	Rate	Lake District	Landowner
Rock Infiltration System	\$4,562	100/0	\$4,562	\$0
	\$4,562		\$4,562	\$0

DATE
INITIALED
11/1/1-
14/1/17

#### Exhibit A

### Cost Share Agreement BLMD-54

#### **Rock Infiltration Maintenance**

- 1. Remove pine needles, fallen leaves, and any other debris that have collected on the surface of the pit regularly. A leaf blower may work well to do this.
  - WHEN INFITLRATION SLOWS OR THERE IS AN OBVIOUS BUILD UP OF SEDIMENT
- 2. Remove the top layer of rock and rinse to remove sediment.\*
- 3. Remove remaining sediments from the surface of the filter fabric.\*
- 4. Rinse and return filter fabric, or replace with new filter fabric.
- 5. Refill with cleaned rock.
- \*Discard sediment and dirty water in a contained area on your property, such as a garden or flower bed. This will prevent excess sediment from making its way into the lake.

#### Water Diversion Maintenance

1. Work with Sandy Hook Court road captain to ensure that road is graded to flow to the infiltration practice.