

ENROLLED ORDINANCE 178-43

AUTHORIZE APPLICATION FOR AND ACCEPTANCE OF COUNTY CONSERVATION
GRANT FOR OKAUCHEE LAKE, PEWAUKEE LAKE, OCONOMOWOC AND FOX RIVER
SYSTEM WATERSHEDS 2024 MUSKELLUNGE STOCKING

WHEREAS, the Wisconsin Department of Natural Resources (WDNR) has grant funding available through the County Conservation Aids Program for the coordination of fish and game projects under § 23.09(12), Wis. Stats; and

WHEREAS, Waukesha County has entered into an agreement with The Muskellunge Club of Wisconsin (MCW) to stock fingerlings into Okauchee Lake, Pewaukee Lake and the Oconomowoc and Fox River system watersheds, which is contingent upon the Board authorizing application and acceptance of grant funding; and

WHEREAS, the MCW has an amount in its budget sufficient to satisfy and has agreed to pay all required matching funds; and

WHEREAS, the State of Wisconsin requires County application and management of County Conservation Fund projects; and

WHEREAS, the proposed project will benefit the entire Oconomowoc and Fox River watersheds by helping to maintain a diverse and healthy gamefish population and improving water quality through bio-manipulation; and

WHEREAS, the grant funds have been included in the Department of Parks of Land Use 2024 budget.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the Waukesha County Department of Parks and Land Use, through its Director or his designee, is authorized to apply for and accept awarded WDNR County Conservation grant funding available for the stocking of Muskellunge fingerlings into Okauchee Lake, Pewaukee Lake, the Oconomowoc and Fox River system watersheds.

BE IT FURTHER ORDAINED that the Waukesha County Department of Parks and Land Use will submit to the WDNR reimbursement claims along with necessary supporting documentation within one year of the project end date.

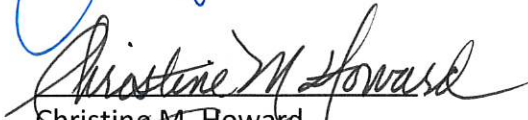
AUTHORIZE APPLICATION FOR AND ACCEPTANCE OF COUNTY CONSERVATION GRANT FOR OKAUCHEE LAKE, PEWAUKEE LAKE, OCONOMOWOC AND FOX RIVER SYSTEM WATERSHEDS 2024 MUSKELLUNGE STOCKING.

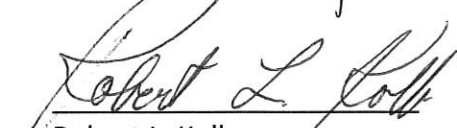
Presented by:

Land Use, Parks, and Environment Committee


Tyler J. Foti, Chair


Jennifer Grant

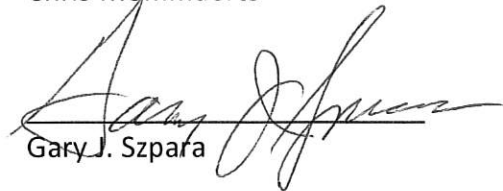

Christine M. Howard


Robert L. Kolb

Absent

Brian Meier


Chris Mommaerts


Gary J. Szpara

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 9/29/2023, Margaret Wartman
Margaret Wartman, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X

Vetoed: _____

Date: 10/2/2023, Paul Farrow
Paul Farrow, County Executive

Exhibit A
The Muskellunge Club of Wisconsin Agreement



Waukesha County
Department of Parks and Land Use

Agreement

This Agreement is entered into this ___ day of _____, 2023 between and among Waukesha County (the "County"), a Wisconsin quasi-municipal corporation and The Muskellunge Club of Wisconsin, a Wisconsin nonstock corporation for the purpose of accepting State of Wisconsin County Conservation Funds to allow for the 2024 stocking of Muskellunge fingerlings into Okauchee Lake, Pewaukee Lake, Oconomowoc and Fox River system watersheds ("the Project") and define the Parties' obligations with respect to the Project.

WHEREAS, The Muskellunge Club of Wisconsin is formed to improve muskellunge fishing on County lakes; and

WHEREAS, The Muskellunge Club of Wisconsin desires to add up to 500 (or more dependent on funding) large fingerling and/or yearling muskellunge into the waters of Okauchee Lake, Pewaukee Lake, Oconomowoc and Fox River system watersheds through the Project in 2024; and

WHEREAS, The Muskellunge Club of Wisconsin requests State of Wisconsin County Conservation Grant Funding for its Project; and

WHEREAS, County Conservation Grant Funding must be applied for and managed by Waukesha County pursuant to Wisconsin State Statute § 23.09(12); and

WHEREAS, The Muskellunge Club of Wisconsin agrees to fully assist the County with the application and all reimbursement of financial aid documentation necessary for the Project; and

WHEREAS, The Muskellunge Club of Wisconsin agrees to pay all required matching funds towards the actual cost of the Project; and

WHEREAS, this Project will provide fishermen with future trophy fishing opportunities and help improve water quality.

NOW, THEREFORE, The Muskellunge Club of Wisconsin and the County mutually agree to the following provisions to effectuate the above intentions:

- 1) The term of this Agreement will be September 1, 2023, through September 1, 2024.
- 2) The Muskellunge Club of Wisconsin shall:

- a. Annually by August 1, the Muskellunge Club of Wisconsin will provide the County with Project information regarding stocking totals, dates, project costs and specific locations for Okauchee Lake, Pewaukee Lake, Oconomowoc and Fox River system watersheds muskellunge stocking for purposes of completing the following year application for County Conservation Grants.
- b. Agree that grant funds received pursuant to this Agreement shall be solely devoted to the Project. The Muskellunge Club of Wisconsin hereby shall complete the Project in the calendar year 2024 and shall obtain any required permits from the WDNR and all other applicable permits required for the Project.
- c. Manage the muskellunge stocking assuring compliance with all WDNR grant requirements and will assume all future maintenance of the Project.
- d. Provide timely payment for all required matching funds toward the Project that the County becomes obligated to contribute toward the Project pursuant to Wisconsin Statute Section 23.09(12)(c). The County shall have no financial obligation whatsoever toward the Project.
- e. Submit to the County all reimbursement requests and information, via email, within one month of project completion including:
 - i. Cancelled checks for all reimbursable project costs
 - ii. Receipts to accompany cancelled checks for all reimbursable costs
 - iii. Fish health certification
 - iv. Permits
 - v. All other project documents requested or relevant

3) The County shall:

- a. Annually by Oct. 1, upon receipt of all necessary and required information from The Muskellunge Club of Wisconsin, County will apply to the State of Wisconsin Department of Natural Resources ("WDNR") for a County Conservation Grant for financial aid for the Project.
- b. Notify The Muskellunge Club of Wisconsin of the financial aid amount if and when a grant is approved by WDNR.
- c. Process Muskellunge Club of Wisconsin reimbursement requests within 6 months of project completion and receipt of required information from the Muskellunge Club of Wisconsin.
- d. Submit reimbursement request to the WDNR using grant form 8700-001.

4) Throughout the term of this Agreement, The Muskellunge Club of Wisconsin shall carry liability insurance for claims which may occur in carrying out this Agreement, name the County as additional insured on the insurance policies, and provide the County with a certificate of insurance evidencing the required insurance.

5) County shall not be held liable for and The Muskellunge Club of Wisconsin hereby releases, waives and discharges County, its boards, commissions, officers, agents, and employees from any and all liability to The Muskellunge Club of Wisconsin for any and all loss, injury or damage, and any claim for damages resulting therefrom, whether known or unknown, past, present or future, on account of any injury, loss, or damage to property suffered by The Muskellunge Club of Wisconsin, their agents, employees, volunteers, contractors or any third-party, whether caused by the act, error, or omission of the County, arising from or in any way related to performance under the terms of this Agreement. The Muskellunge Club of Wisconsin agree to agrees to indemnify, hold harmless, and defend the County, its boards, commissions, officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action together with any and all losses, costs, or expenses, including attorney

fees, where such liability is founded upon or grows out of the acts, errors, or omissions of The Muskellunge Club of Wisconsin, its employees, agents or subcontractors.

- 6) Any lawsuits related to or arising out of disputes under this Agreement shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin and the County and the Muskellunge Club of Wisconsin shall submit to the jurisdiction of the Circuit Court for such lawsuits. This Agreement and any disputes arising under it shall be governed by the laws of the State of Wisconsin.
- 7) If, through any cause, The Muskellunge Club of Wisconsin fails to fulfill in a timely and proper manner its obligations under this Agreement, or if it violates the covenants, agreements or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to The Muskellunge Club of Wisconsin of such termination. The written notice shall be provided to The Muskellunge Club of Wisconsin at least five (5) days before the effective date of such termination. County may permit The Muskellunge Club of Wisconsin a reasonable amount of time to cure a breach of the terms of this Agreement if the breach is amenable to a cure. COUNTY shall not unreasonably withhold such permission.
Notwithstanding the above, The Muskellunge Club of Wisconsin shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement by The Muskellunge Club of Wisconsin. In the event of such termination, The Muskellunge Club of Wisconsin agrees to immediately repay any grant funds which are unused and/or used for a purpose otherwise specified in this Agreement.
- 8) In the event of any violation or breach of this Agreement by The Muskellunge Club of Wisconsin, misuses or misapplication of funds derived from this Agreement by The Muskellunge Club of Wisconsin, any of its officers, directors, agents or representatives, The Muskellunge Club of Wisconsin, to the extent permitted by law, agrees to indemnify and hold harmless the County from any requirement to repay grant funds previously received by The Muskellunge Club of Wisconsin for the Project, including any penalties, expenses, including attorney fees, resulting from such action or omission by The Muskellunge Club of Wisconsin.
- 9) The Muskellunge Club of Wisconsin shall not assume or construe the County's application for funding of this Project to obligate the County to apply for additional or future grant funds on behalf of The Muskellunge Club of Wisconsin to undertake the Project in subsequent years.
- 10) Any lawsuits related to or arising out of disputes under this Agreement shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin and the County and The Muskellunge Club of Wisconsin shall submit to the jurisdiction of the Circuit Court for such lawsuits. This Agreement and any disputes arising under it shall be governed by the laws of the State of Wisconsin.
- 11) Any and all obligations under this Agreement are conditioned upon the Waukesha County Board of Supervisors (the "Board") authorizing application for and acceptance of State of Wisconsin Department of Natural Resources County Conservation Grant financial aid for the Project. The failure of the Board to so act shall render this Agreement null and void.
- 12) NOTICES: Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Service as "Certified Mail, Return Receipt Requested", addressed to the

The Muskellunge Club of Wisconsin:

Name: _____

Address: _____

Title: _____

Email: _____

Cell Phone: _____

Waukesha County:

Name: _____

Address: _____

Title: _____

Email: _____

Cell Phone: _____

Signatures Follow

The forgoing conditions are accepted by The Muskellunge Club of Wisconsin this
_____ day of _____, 2023.

The Muskellunge Club of Wisconsin

Signature

Printed Name

Title

The forgoing conditions are accepted by The Muskellunge Club of Wisconsin this
_____ day of _____, 2023.

Waukesha County

By: _____
Dale R. Shaver, Director
Department of Parks and Land Use

Exhibit B State Grant Application Draft

Clear Data Print... Save... Submit by Email

State of Wisconsin
Department of Natural Resources
dnr.wis.gov

County Conservation Aids Application and Grant Agreement Form 8700-045A (R 06/22)

Notice: Complete this form to request County Conservation Aids (CCA) under s. 23.09(12), Wis. Stats., for development of habitat on County Forests and for County Fish and Game projects. Collection of this information is authorized under ss. 23.09(11), 23.09(28), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 84, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be provided to requesters to the extent required by Wisconsin's Public Records law [ss. 19.31-19.39, Wis. Stats.]. See Guidance Booklet (<https://dnr.wisconsin.gov/aid/CountyConservation.html>) for instructions on how to fill out this form!

Section 1. Required Applicant Data

Applicant Name
Waukesha County Department of Parks and Land Use

Address 515 W. Moreland Blvd	City Waukesha	State WI	ZIP Code 53188
Authorized Representative Name Tori Staab	Title Park Program Specialist		
Contact Phone Number (262) 896-8074	Contact Email tstaab@waukeshacounty.gov		
County Waukesha County	Wisconsin Tribe Name		

Section 2. Project Title, Category, Description and Location

Project Title **Stocking of Muskellunge fingerlings in Pewaukee Lake, Okauchee, Lac La Belle, and Fox River**
Click on the drop-down box to select the project(s) that apply.

Project Category	Fisheries	Wildlife
Add	Stocking	The placement of fish or wildlife into their natural environment to improve population numbers.
Add	fish stocking	(Latitude DD / Longitude DD)

Section 3. Proposed Budget

<p>1. Do you acknowledge that the CCA Program will reimburse 50% of eligible project costs up to the maximum amount provided by this grant? (Must select Yes to Enter Estimated Total Project Cost) <input checked="" type="radio"/> Yes</p> <p>2. Would you like to request additional CCA grant funding, if available, to bring your total request up to 50% of eligible total project costs? <input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>3. Would you like to request additional CCA grant funding, if available, for a total request of less than 50% of eligible total project costs? (Enter amount in Additional Request box) <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>4. Will the project occur on DNR land? <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>5. Have you contacted Appropriate DNR staff regarding any potential permits needed for your project? Attach Supporting Documentation <input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>6. Resolution is attached (May use Grant Project Resolution Form (8700-388)) (Resolutions are good for up to 5 years as long as the resolution would cover the project that is being applied for.) <input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Estimated Total Project Cost</td><td style="text-align: right;">\$10,200.00</td></tr> <tr><td>Annual Allocation</td><td style="text-align: right;">\$1,537.00</td></tr> <tr><td>50% of Est. Total Project Cost</td><td style="text-align: right;">\$5,100.00</td></tr> <tr><td>Additional Request if available (to bring total up to 50%)</td><td style="text-align: right;">\$3,563.00</td></tr> <tr><td>Additional Request if available (for a total request of <50%)</td><td></td></tr> <tr><td>Total Grant Award Requested</td><td style="text-align: right;">\$5,100.00</td></tr> <tr><td>Estimated Grantee Match</td><td style="text-align: right;">\$5,100.00</td></tr> <tr><td colspan="2" style="text-align: center;">DNR Use Only</td></tr> <tr><td>Total DNR Cost Share</td><td></td></tr> <tr><td>Total Sponsor Cost Share</td><td></td></tr> </table>	Estimated Total Project Cost	\$10,200.00	Annual Allocation	\$1,537.00	50% of Est. Total Project Cost	\$5,100.00	Additional Request if available (to bring total up to 50%)	\$3,563.00	Additional Request if available (for a total request of <50%)		Total Grant Award Requested	\$5,100.00	Estimated Grantee Match	\$5,100.00	DNR Use Only		Total DNR Cost Share		Total Sponsor Cost Share	
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DNR Use Only																					
Total DNR Cost Share																					
Total Sponsor Cost Share																					

Certification

By submitting this form electronically, I certify that, to the best of my knowledge, the information provided is true and that I represent, both personally and as agent for the Applicant, that I am authorized to execute this agreement and bind the Applicant, either by a duly adopted resolution or otherwise. By signing, I also request a variance to s. NR 50.14(3)(b), Wis. Adm. Code that would allow any unused funds under this grant program to be available beginning on October 1st.

NOTE: Please type your name on the signature line. The email message generated from electronic submittal of this form will be used as an electronic signature.

Signature of Authorized Representative

Date Signed _____

VOTE RESULTS >

24 YES 0 NO 0 ABSTAIN 1 ABSENT

Ordinance 178-O-043

Ordinance 178-O-043: Authorization Application for and Acceptance of County Conservation Grant for Okau River System Watersheds 2024 Muskellunge Stocking

 **Passed By Majority Vote**

D1 - Foti	AYE	D10 - Thieme	AYE	D19 - Enriquez	AYE
D2 - Weil	AYE	D11 - Howard	AYE	D20 - Schellinger	AYE
D3 - Morris	AYE	D12 - Wolff	AYE	D21 - Gaughan	AYE
D4 - Batzko	AYE	D13 - Decker	AYE	D22 - Szpara	AYE
D5 - Grant	AYE	D14 - Mommaerts	AYE	D23 - Hammitt	ABSENT
D6 - Walz	AYE	D15 - Kolb	AYE	D24 - Bangs	AYE
D7 - LaFontain	AYE	D16 - Crowley	AYE	D25 - Johnson	AYE
D8 - Koremenos	AYE	D17 - Meier	AYE		
D9 - Heinrich	AYE	D18 - Nelson	AYE		

6th Meeting, 178th Year of the County Board of Supervisors - September 26 2023 07:37:15 PM
September 26, 2023

