

# Lower Platte South Natural Resources District

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## GENERAL INFORMATION (TO BE COMPLETED BY DISTRICT)

APPROVAL #	INDIVIDUAL/GROUP	OTHER COST-SHARE	AMENDMENT	CANCELLED
		YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SOURCE		DATE	DATE	

## WATER QUALITY BMP COST-SHARE ASSISTANCE APPLICATION

### APPLICANT INFORMATION

APPLICANT	PHONE	EMAIL	
MAILING ADDRESS	CITY	STATE	ZIP

### CONSERVATION PRACTICE/PROJECT LOCATION

PHYSICAL ADDRESS			MUNICIPALITY		
COUNTY	TOWNSHIP	RANGE	SECTION	¼, ¼	PARCEL ID
NEAREST LAKE, STREAM, OR WETLAND TO WHICH THE PROPOSED PRACTICE DRAINS			APPROXIMATE DISTANCE TO NEAREST WATERBODY		

### DESIGNER, IF OTHER THAN APPLICANT

NAME	PHONE
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### PROJECT INFORMATION

NARRATIVE DESCRIPTION (USE EXTRA SHEETS IF NECESSARY. ATTACH PLANS AND AERIAL PHOTO TO THIS APPLICATION.)

BEST MANAGEMENT PRACTICES	ESTIMATED QUANTITY	BID OR ESTIMATED COST

**AGREEMENT**

This agreement (sometimes referred to as the contract) made and entered into by and between \_\_\_\_\_ and \_\_\_\_\_ (husband and wife if married) or \_\_\_\_\_, (if single) or \_\_\_\_\_, (if a partnership or corporation), owner or owners' of the real estate described on Exhibit "A" attached hereto and incorporated by this reference ("Owner" whether one or more), and the Lower Platte South Natural Resources District (the "District"), collectively referred to as the "Parties".

**WITNESSETH:****RECITALS**

- A. Owner by signing this Agreement hereby makes application to and requests cost share assistance from the District under the District's Water Quality BMP Cost-Share Program Purpose and Guidelines, a copy of which is attached hereto as "Exhibit "B" and incorporated herein by this reference.
- B. The purpose of the application and cost share assistance is to help defray the cost of installing the practices listed in this Agreement and for the support of water resources protection and education.

**NOW, THEREFORE**, in consideration of the above recitals and covenants and promises contained Herein, the parties agree as follows:

1. The Owner is solely responsible for the installation, operation, and maintenance of practices applied under this program, including but not limited to all costs and expenses, to ensure that the conservation objective of the practice is met and the effective life, a minimum of ten years, is achieved. Should the Owner fail to maintain the practice during its effective life, the Owner is liable to the District for the amount up to 100% of financial assistance received to install and establish the practice. The Owner is not liable for cost-share assistance received, to be decided in the sole discretion of the District, if the failure was caused by reasons beyond the Owner's control, or if conservation practices are applied at the Owner's expense that provide equivalent protection of the soil and water resources.
2. The Owner agrees, at no cost to the District, to regularly and as needed: (1) maintain the integrity and viability of the Best Management Practices and plantings, (2) maintain all native perennial vegetation in the project area which does not compromise the effectiveness of the design, (3) maintain and trim all other shrubs and vegetation in the project area, (4) remove all litter and debris from the project area, and (5) repair or replace any grass or other vegetation in the project area disturbed by maintenance.
3. In no case shall the District provide cost-share assistance to an Owner for the application of a practice that was removed by the Owner during its effective life without consent of the District or that failed due to improper maintenance. Any specific operation and maintenance requirements for the conservation practice listed are described in the project description and plans prepared for this contract by the Owner, or representative thereof, which are attached hereto as Exhibit "C" and incorporated herein by this reference.
4. Best Management Practices shall be planned and installed in accordance with the design standards and specifications for BMPs in the Minnesota Stormwater Design Manual.
5. This contract, upon execution by the District, will remain in effect for the life of the practice specified herein, unless modified or cancelled by mutual agreement.
6. Project installation shall be started by \_\_\_\_\_ (mm/dd/yy) and completed by \_\_\_\_\_ (mm/dd/yy). If these dates are not met, or modified by mutual consent, the contract may be terminated by the District, in its sole discretion – and the District may partially or wholly withhold payment for work done.
7. The Owner shall be responsible for complying with all permits and/or other legal requirements applicable to the work. In performing the work that is subject to this contract, the Owner will ensure that no person is excluded from full employment rights or participation in or benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, sex, marital status, sexual orientation, public assistance status, or national origin, and that no person protected by applicable federal or state laws, rules, or regulations against discrimination is subject to discrimination.

8. The Owner agrees to indemnify, defend, and hold harmless the District from all present and future claims that may arise from the construction and maintenance of the practice specified in this Agreement and located on the property.
9. This Agreement shall be binding upon the heirs, personal representatives, successors, and assigns of the Parties.
10. If the Owner transfers ownership of the real estate upon which the improvements specified herein have been constructed before this Agreement expires, the Owner shall:
  - a. Notify the District of such transfer at least 15 days before the transfer becomes final; and
  - b. Remain responsible for the operation and maintenance of such improvements for the life of this Agreement, unless the new owner of such real estate agrees in writing to become legally responsible for such operation and maintenance.

**IN WITNESS WHEREOF**, the Parties have executed this agreement as of \_\_\_\_\_, 201\_\_.

OWNER

\_\_\_\_\_  
\_\_\_\_\_

**LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT,**

**BY:** \_\_\_\_\_  
**Glenn D. Johnson, General Manager**

**APPLICANT SIGNATURES**

The Owner’s signature indicates their agreement to:

- 1. Grant the District and its representative(s) access to the parcel where the conservation practice will be located and authority to perform monitoring and/or sampling of the practice.
- 2. Obtain all permits and approvals required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
- 3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with the Operation & Maintenance provisions of this contract.

LANDOWNER/LEGAL REPRESENTATIVE SIGNATURE	DATE		
MAILING ADDRESS	CITY	STATE	ZIP

**TECHNICAL ASSESSMENT AND COST ESTIMATE**

I have reviewed the site where the above listed conservation practice(s) are to be installed and find that they are needed and that the estimated quantities and costs are practical and reasonable.

DISTRICT STORMWATER SPECIALIST	DATE
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**AMOUNT AUTHORIZED FOR COST-SHARE (ENCUMBRANCE)**

Cost-sharing is not to exceed \_\_\_\_\_ or \_\_\_\_\_ percent of the total eligible cost, whichever is less.

DISTRICT GENERAL MANAGER	BOARD MEETING DATE
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