



DUCKS UNLIMITED, INC.

CITY OF WAUWATOSA, WISCONSIN

**FIREFLY RIDGE WETLAND RESTORATION AND ENHANCEMENT
WI-410-103**

This Agreement is effective on the date of the final signature between Ducks Unlimited, Inc., a District of Columbia nonprofit corporation with a principal address of One Waterfowl Way, Memphis, Tennessee 38120 (hereinafter "DU"), and the City of Wauwatosa with a principal address of 7725 W. North Avenue, Wauwatosa, WI 53213 (hereinafter "Cooperator") in accordance with the proposal between the parties dated February 1, 2026. In the event of any conflicts between this Agreement and proposal, the terms and conditions of this Agreement shall control.

WHEREAS, DU and the Cooperator have entered into this Agreement to assist in the wetland restoration and habitat enhancement project at Firefly Ridge (hereinafter "Site") to benefit migratory waterfowl and other natural resources as described in the Project Proposal attached as Exhibit A of this Agreement (hereinafter "Project").

NOW, THEREFORE, in consideration of the above premises and other terms and conditions listed herein, DU and the Cooperator agree as follows:

I. PURPOSE.

Cooperator and DU have agreed to work together on the Project to fund, design, install and maintain the wetland restoration and tree planting at the Site. A portion of this project (\$150,000) is funded pursuant to the National Fish and Wildlife Foundation Sustain our Great Lakes ("SOGL") Grant # 0501.24.082894 between DU and U.S. Fish and Wildlife Service, which is incorporated into this agreement as Exhibit B with additional funding for the project (\$38,000) provided by the Milwaukee Metropolitan Sewerage District ("MMSD") to DU through Agreement # W98006P01 for Tree Planting and wetland restoration, see Exhibit C for Commitment Letter. Additional funding for the project will be provided by the Fund for Lake Michigan (\$20,985) to the City of Wauwatosa through Agreement #150154, see Exhibit ____ that will be passed to DU to complete the Wetland Restoration as well as additional funding from MMSD's Green Solutions program (\$100,000) that will be passed on to DU. DU will utilize additional funding provided by MMSD through agreement # W98006 to cover DU's associated personnel time on the project. The purpose of the project is to conserve 1.75 acres of wetlands and associated resources to benefit waterfowl, shorebirds and other waterbird species that use the area for breeding, migrating and wintering, see draft design in Exhibit D.

A portion of this Project will assist Cooperator in restoring and enhancing lands located within the Site by planting trees {Exhibit E} pursuant to the plan created by the City staff and attached

hereto as Exhibit D (the “Tree Plan”). DU shall lead in managing and overseeing the bidding process for the installation of the Tree Plan at the Site.

II. SCOPE OF THE AGREEMENT

In consideration of the above and the Terms and Conditions listed below, DU and Cooperator agree to undertake the development of the Project on the Site as follows:

A. DU AGREES TO:

1. Provide technical assistance during implementation of the Project and Tree Plan, subject to the terms and conditions of this Agreement, including Project and Tree Plan administration; Project and Tree Plan oversight; Project and Tree Plan bidding administration; various engineering services, including design and installation of water control structure, wetland scrapes and tree planting; any hiring of contractors; and construction management for the Project and Tree Plan. DU shall work in cooperation with Cooperator, MMSD and SEWRPC in performing the services outlined above. All plans, designs, and surveys, shall, at all times, remain property of DU during the Project and through the conclusion of the of the Project.
2. Obtain all necessary permits for implementation and completion of the Project and Tree Plan at the Site.
3. Attend meetings and participate in review of documents in FY 2025/2026 (October 2024-September 2026). Should the Project not commence during said year for reasons beyond the control of the parties including, but not limited to, the failure to timely obtain required permits, agreements, leases, approvals and access rights necessary for the development of the Project, the parties will commence the with the Project in a mutually acceptable time frame.
4. Serve as the recipient of the MMSD agreement funds and SOGL grant funds, make quarterly invoice applications for reimbursement under the SOGL grant, and receive funds in an amount of \$288,000 to fund DU’s obligations in Section II.A.1 of this Agreement with \$138,000 from the MMSD RWR agreement with DU and \$150,000 from the SOGL grant. Additionally, serves as a subrecipient to the Cooperator for funds coming from a Fund for Lake Michigan Grant (\$20,985). DU agrees to utilize additional MMSD RWR funds through their agreement to cover all other costs of the project up to \$34,000.

B. COOPERATOR AGREES TO:

1. Obtain, at Cooperator's expense, agreements, approvals and access rights necessary for the development of the Project and Tree Plan and provide to DU, and its officers, employees, agents and the like, all reasonable access, assistance and cooperation necessary for the implementation of this Agreement.
3. Assist with site preparation and spoil disposal and to carry out required maintenance and upkeep required under the Easement granted to MMSD. See Exhibit A, Section B.

4. Additional funding or staff in-kind contributions are not included in the total funding described in this Section. These additional contributions may include, but are not limited to, site preparation needs prior to construction, permitting, procuring fencing materials and coordinating fencing repair with neighboring landowners, and re-establishing native vegetation on spoils areas, via seeding and ongoing noxious weed management.
5. To inform DU of any actions or inactions by either party to this Agreement or MMSD, SOGL, or SEWRPC which will change the required delivery or completion times stated in the Agreement.
6. Assist DU in obtaining any local permits required for the project.
7. Lead all public outreach efforts.
8. Serve as the recipient of the \$20,985 Fund for Lake Michigan award. Responsible for all reporting and invoicing under these awards.
6. To release DU from all responsibility and liability for any errors or omissions that may arise due to any changes requested, reviewed and approved by Cooperator in the Site development plans after implementation of the Project and Tree Plan have begun, as well as from all responsibility and liability for any construction delays that may be due to the nonperformance of Cooperator.

C. DU AND COOPERATOR AGREE:

1. To acknowledge the contribution of each party in any oral or written communications related to the Site. Any press releases which reference this Agreement, or the relationship established between the parties, shall have prior approval of both parties to this Agreement. Additionally, the use of other parties logos, marks, and/or insignias shall have prior approval by both parties in this Agreement.
2. To conduct a final inspection of the Site prior to accepting any completed Project or Tree Plan developments. In the event the parties are unable to agree as to the acceptability of the completed Projects and Tree Plan developments, they shall select a mutually acceptable third party whose decision shall be binding.
3. That the Site will remain under the care and control of the Cooperator and that the Cooperator will be solely responsible for the Site's administration and management.
4. To mutually consider the possibility of funding any extraordinary Project repairs that might be required.
5. A. DU appoints Tally Hamilton, Region Biologist as its Project Contact with contact information as follows:

Email: thamilton@ducks.org
Phone : 608-215-7186

B. Cooperator appoints David Simpson, Director of Public Works as its Project Contact with contact information as follows:

Email: dsimpson@wauwatosa.net
Phone: (414) 831-0799

The parties may change their respective Project Contact at any time by providing written notification to the other party identifying the name of their new Project Contact. Correspondence pertaining to this Agreement shall be sent to the following addresses:

DU Ducks Unlimited, Inc.
Attn: Tally Hamilton
505 Science Dr., Suite A
Madison, WI 53711

Cooperator City of Wauwatosa
Attn: David Simpson
7725 W. North Avenue
Wauwatosa, WI 53213

5. That this Agreement shall become effective upon the date first listed above and thereafter it will continue in force until all obligations under this Agreement have been completed, unless this Agreement is mutually terminated or modified through written amendment by the parties at an earlier date.

6. DU may terminate this Agreement immediately upon written notice to Cooperator for any breach or default of any provision of the Agreement. Termination of this Agreement for cause shall not operate as a waiver of any breach of any party of any of its obligations hereunder, and the aggrieved party shall have the right to any remedies otherwise available to it for damages caused by such breach.

Either party may terminate this Agreement by providing thirty (30) days written notice to the other party if: (1) all or any portion of the Site is acquired by any governmental agency by means of, or under the threat of, eminent domain (a "Taking"); (2) termination is necessary or desirable for any compelling reasons of public health, safety or welfare (a "Health Reason"); or (3) Cooperator abandons the Project (an "Abandonment"). The parties also agree that if a termination should occur because of a Taking, Health Reason, Abandonment or a default by a party under the terms and conditions of this Agreement, then the Cooperator shall pay only those actual, documented costs properly incurred by DU prior to the date of termination in furtherance of its obligations under this Agreement. For the avoidance of doubt, the Cooperator shall have no obligation to reimburse DU for any anticipated profits, future costs, or expenses not yet incurred as of the date of termination. DU shall provide the Cooperator with an itemized accounting of all such costs within thirty (30) days of the termination date.

7. That any modification to this Agreement shall be in writing and signed by DU and Cooperator.
8. That if a court of competent jurisdiction holds any part of this Agreement unenforceable, the remainder of the Agreement will continue in full force and effect.
9. This Agreement shall be governed by the laws of Wisconsin.
10. That no officer, employee or agent of any party to this Agreement who has any responsibility for implementing the obligations under this Agreement may have any interest in any consultant, contractor, or vendor providing any contribution to or holding in any interest in the Project or Tree Plan pursuant to this Agreement.
11. If a dispute arises under this Agreement, the parties to this Agreement will first try to resolve the dispute with the help of a mutually acceptable mediator in Milwaukee County, Wisconsin. The parties will equally share the costs and fees associated with the mediation, except that each party will be responsible for its own attorney fees. If the dispute is not resolved within 30 days after a mediation session, any party to this Agreement may take the matter to court.
12. The parties to this Agreement will each be responsible for their own negligent acts, errors, and omissions. If litigation requires one party to this Agreement to respond for the acts, errors, or omissions of another party, the parties will hold each other harmless for any losses, damages, costs, and expenses, including but not limited to reasonable attorney fees and litigation expenses. Nothing in this Agreement is a waiver of any otherwise applicable immunity, limited immunity, or limitation on liability under Wisconsin law.
13. In no event shall this Agreement be construed as to create a partnership between DU and Cooperator, and no party to this Agreement may enter into contracts on behalf of another party to this Agreement.
14. This Agreement may be signed in one or more counterparts, each of which, taken together, constitutes one and the same document.
15. The persons signing this Agreement certify that they have the authority from the entity they represent to execute this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

DUCKS UNLIMITED, INC.

CITY OF WAUWATOSA, WISCONSIN

BY: _____

BY: _____

James A. Rader

TITLE: Director of Operation

TITLE: _____

DATE: _____

DATE: _____

Exhibit A
Project Proposal

SCOPE OF WORK AND SERVICES

A. Ducks Unlimited, Inc. Services

1. Prepare preliminary design phase documents including preliminary drawings, design report and preliminary construction cost estimate for review and comments.
3. Revise preliminary design phase documents in response to review and comments.
4. Prepare final drawings, reports, specifications, and construction cost estimate.
5. Provide technical information and design data for the filing of applications for permits from or approvals of government authorities having jurisdiction to review or approve the final design of the Services. Revisit the plans in response to the reviews if necessary.
6. Advertise for and obtain bids for the wetland restoration and tree planting. Maintain records of prospective bidders to who documents have been issued. Schedule and attend pre-bid conference if necessary.
7. Conduct bid opening, prepare a tabulation of results and prepare contract documents.
8. Provide construction management services including schedule and participate in a pre-construction conference, review construction schedules, provide required construction staking and benchmarks, make up to four site visits as necessary to observe construction activity and provide confidence that completed work conforms in general to the contract documents.
9. Review and approve shop drawing submitted by the contractor.
10. Require special inspections or tests of the contractors work as deemed necessary.
11. Determine the amounts the contractor should be paid for work progress preformed.
12. Conduct a final site visit with City of Wauwatosa to determine if the completed work of the contractor is acceptable so Ducks Unlimited may recommend in writing final payment to the contractor.
13. Provide City of Wauwatosa with final as-built documents.
14. Limitations of Responsibilities: Ducks Unlimited shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or other individuals or entities performing or furnishing any of the work, for the safety or security at the site, or for safety precautions and programs incident to contractor's work, during the construction phase or otherwise. Ducks Unlimited shall not be responsible for the failure of any contractor to perform the work in accordance with the contract documents.

ADDITIONAL SERVICES

- Elevation Survey Data
- Restoration Design- may include options if applicable
- Updates as needed or when requested by City of Wauwatosa
- Volume/disturbance calculation estimates
- Revisions of plans in discussion with City of Wauwatosa staff- plans will be sufficient for WDNR GP, County and Town permits
- Construction documents and bidding packet
- Provide a site showing for bidding
- Stake out for construction
- Provide onsite construction management
- Provide final site walkthrough with City of Wauwatosa
- Provide final as-built documents

B. City of Wauwatosa's Responsibilities

1. Provide Ducks Unlimited, Inc. with all information as to City of Wauwatosa's requirements for the Services, including design objectives and constraints, performance requirements, and budgetary limitations.
2. Furnish to Ducks Unlimited, Inc. any other available information pertinent to the Services including reports and data relative to the site.
3. Arrange for safe access to and make all provisions for Ducks Unlimited to enter upon public or private property and required to perform services under the agreement.
4. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Services designed by Ducks Unlimited, Inc. and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Services.
5. Assist DU staff with obtaining any local permits.

6. Lead all outreach efforts pre-, during and post construction.
7. Attend the pre-bid conference, pre-construction conference, construction progress and other job-related meetings, and substantial completion and final payment visits to the Services.
8. Inform Ducks Unlimited, Inc. in writing of any specific requirements of safety or security programs that are applicable to Ducks Unlimited.
9. Provide DU and MMSD with all information required to enter into the MMSD easement and or maintenance covenant.

C. Timeline

Period	Key Activities
Dec 2025 – Feb 2026	Planning: Project kickoff, finalize contracts, develop work plan. Stakeholder Engagement: Initial outreach and engagement activities.
Jan – Feb 2026	Engineering Design – 65%: Intermediate design phases. Partner review.
Feb – Mar 2026	Engineering Design – 85%: Advance design toward permit-ready status.
Mar – May 2026	Permitting: Submit and secure necessary permits for implementation. Final Design: Complete final engineering design.
Jun – Jul 2026	Bid: Put contract out for bid. Host site showing in coordination with partner.
Oct 2026 – Mar 2027	Implementation: Begin construction and site work. Planting: Install vegetation and trees during suitable seasonal windows.
Apr – Jul 2027	Final Planting & Reporting: Complete tree planting and submit final project report.

Exhibit B
National Fish and Wildlife Foundation Sustain our Great Lakes Funding Grant Agreement

	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 82894	2. NFWF GRANT ID: 0501.24.082894	
		3. UNIQUE ENTITY IDENTIFIER (UEI) FLX1BGM2V3V7	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) 12.55%	
5. SUBRECIPIENT TYPE Non-profit		6. NFWF SUBRECIPIENT Ducks Unlimited, Inc.		
7. NFWF SUBRECIPIENT CONTACT		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION		
Tally Hamilton Ducks Unlimited, Inc. 505 Science Drive, Suite A, Madison, WI 53711 Tel: 608-215-7186 thamilton@ducks.org		Bela Hawkins National Fish and Wildlife Foundation 1625 Eye Street, N.W. Suite 300 Washington, D.C. 20006 Tel: 202-857-0166 Bela.Hawkins@nfwf.org		
9. PROJECT TITLE Restoring Wetland and Planting Trees to Enhance Wildlife Habitat and Create Greenspace in Milwaukee (WI)				
10. PROJECT DESCRIPTION Restore wetland and plant native trees at seven locations across the Milwaukee area to reduce flooding impacts and capture and filter stormwater to improve water quality. Project will plant 535 trees, add 22.5 million gallons of stormwater storage, and restore 64 acres of wetlands, 7 acres of floodplain, 35 acres of upland, and a half mile of river to enhance wildlife habitat and create new community greenspace.				
11. PERIOD OF PERFORMANCE October 1, 2024 to December 31, 2026		12. TOTAL AWARD TO SUBRECIPIENT \$801,421.37		13. TOTAL FED. FUNDS \$721, 421.37
		14. TOTAL NON-FED. FUNDS \$80,000		
15. FEDERAL MATCH REQUIREMENT N/A		16. NON-FEDERAL MATCH REQUIREMENT \$940,000		
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects either, the indirect cost rate negotiated between the Subrecipient and their cognizant federal agency as stated in the Subrecipient's valid Negotiated Indirect Cost Rate Agreement (NICRA), or, the indirect cost rate that the Subrecipient applied to the project budget. During the life of this Agreement, the indirect cost rate applied to this award will not exceed the rate stated in the Subrecipient's valid NICRA for the relevant period.				
18. TABLE OF CONTENTS				
SEC.	DESCRIPTION			
1	NFWF Agreement Administration			
2	NFWF Agreement Clauses			
3	Representations, Certifications, Obligations, and Other Statements – General			
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General			
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific			
6	Other Representations, Certifications, Statements and Clauses			

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL

A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. FS END DATE	H. CFDA
U.S. Fish and Wildlife Service	FC.R583	08/25/2023	F23AC03024	\$15,031,566.02	\$721,421.37	09/30/2027	15.662
Caerus Foundation, Inc.	TR.A466	N/A	N/A	N/A	\$80,000.00	N/A	N/A

20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print)

Jamie Rader Director of Operations

D. NAME AND TITLE OF NFWF AWARDOFFICIAL

Holly A. Bamford, PhD, Chief Conservation Officer

B. SUBRECIPIENT

BY Signed by:

James A Rader

C. DATE

3/3/2025

E. NATIONAL FISH AND WILDLIFE FOUNDATION

BY


F. DATE

3/12/2025

NFWF prohibits discrimination in all its programs and activities on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, citizen status, disability, sexual orientation, gender identity or expression, pregnancy, child birth or related medical conditions, family responsibilities, matriculation, genetic information, political or union affiliation, veteran status or any other status protected by applicable law ("Protected Categories"). In addition, NFWF prohibits retaliation against an individual who opposes an unlawful educational practice or policy or files a charge, testifies or participates in any complaint under Title VI. NFWF complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer; accordingly, it is NFWF's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Category(ies).

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Reporting Task	Task Due Date
Interim Programmatic Report	October 1, 2025
Annual Financial Report	October 1, 2025
Interim Programmatic Report	October 1, 2026
Annual Financial Report	October 1, 2026
Final Programmatic Report	February 28, 2027
Final Financial Report	February 28, 2027



SECTION 1 NFWF AGREEMENT ADMINISTRATION

1.1. Amendments.

During the life of the Project, the NFWF Subrecipient is required to immediately inform in writing the NFWF Grants Administrator of any changes in contact information, Key Personnel, scope of work, indirect cost rate, as well as any difficulties in completing the performance goals articulated in the Project description. NFWF Subrecipients must request an amendment from NFWF upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. NFWF reserves the right to approve, deny and/or negotiate any such request. Alternatively, NFWF may initiate an amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's grants management system.

1.1.1. Budget Amendment Request.

If the NFWF Subrecipient determines that: 1) the amount of the budget is going to change in any one direct cost category by an amount that exceeds 10% of the Award, or 2) there is a need to increase indirect costs, the NFWF Subrecipient must seek prior written approval via an amendment request in NFWF's grants management system.

1.1.2. Extension of Performance Period.

If additional time is needed to complete the approved Project, the NFWF Subrecipient should contact the NFWF Grants Administrator at least 45 calendar days prior to the project period expiration date to initiate the no-cost extension request process in NFWF's grants management system. In addition, if there are overdue reports required, the NFWF Subrecipient must ensure that they are submitted along with or prior to submitting the no-cost extension request.

1.2. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another federal award except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs when authorized by federal statute; (6) Are provided for in the approved budget when required by the federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 3.3 of this Agreement concerning Compliance with Laws.

1.2.1. Documentation and Reporting of Matching Contributions.

The NFWF Subrecipient must retain supporting documentation, including detailed time records for contributed services, original receipts, appraisals of real property, and comparable rentals for other contributed property, at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable federal regulations. The NFWF Subrecipient must report match progress in Payment Requests and Financial Reports.

1.2.2. Assessing Fair Market Value.

Fair market value of donated goods, services and property, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter “OMB Uniform Guidance”), regardless of whether this Agreement is federally funded.

1.3. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must submit to NFWF (1) an original executed copy of this Agreement for the Project; (2) any due financial and programmatic reports; and (3) a complete and accurate Payment Request via NFWF’s grants management system. At any time, NFWF reserves the right to require submission of source documentation, including but not limited to timesheets, cash receipts, contracts or subaward agreements, for any costs where the NFWF Subrecipient is seeking reimbursement by NFWF. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of final reports.

1.3.1. Reimbursements.

NFWF Subrecipient may request funds on a reimbursable basis. Reimbursement requests must include expenditures to date and an explanation of any variance from the approved budget.

1.3.2. Advances.

NFWF Subrecipient may request advance payment of funds prior to expenditure provided that the NFWF Subrecipient: (1) demonstrates an immediate need for advance payment; (2) documents expenditure of advanced funds; 3) maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement; and (4) has established appropriate financial management systems that meet the needs and standards for fund control and accountability. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient’s needs.

1.3.3. Interest.

Any interest earned in any one year on funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the NFWF Subrecipient for administrative expense.

1.4. Reports.

1.4.1. Interim Programmatic Reports.

The NFWF Subrecipient will submit interim programmatic reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim programmatic report shall consist of written statements of Project accomplishments and updated metric values since Project initiation, or since the last reporting period, and shall be submitted via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.2. Interim Financial Reports.

The NFWF Subrecipient will submit interim financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim financial report shall consist of financial information detailing cumulative expenditures made under this Project since Project initiation and shall be uploaded via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.3. Annual Financial Report.

The NFWF Subrecipient will submit annual financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.4.4. Final Reports.

Based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project funds received, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and documenting the accomplishments and metric values achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) photographs as described in Section 1.4.3.1 below. The final reports and digital photo files should be uploaded via NFWF's grants management system. Any requests for extensions of final report submission dates must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance. NFWF may require specific formatting and/or additional information as appropriate.

1.4.4.1. Photographs.

NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report via NFWF's grants management system as individual .jpg files. The Final Programmatic Report narrative should list each photograph, the date the photograph was taken, the location of the photographed image, caption, photo

credit, and any other pertinent information (e.g., species, activity conducted) describing what the photograph is depicting. By uploading photographs to NFWF's grants management system the NFWF Subrecipient certifies that the photographs are unencumbered and that NFWF and Project Funders have a fully paid up non-exclusive, royalty-free, irrevocable, perpetual, worldwide license for posting of Final Reports and for any other purposes that NFWF or the Project Funder determines appropriate.

1.4.4.2. Spatial Data.

The NFWF Subrecipient will submit accurate spatial data with the final report at a resolution that allows NFWF to know exactly where individual on-the-ground project activities occurred. Accurate spatial data are defined as polygon(s) depicting the exact location and boundaries of each on-the-ground conservation practice implemented within the Period of Performance. For projects where the location of activities has changed or was only known approximately at the full proposal stage, grantees will update the spatial data given with the exact location of activities. Updates to spatial data depicting project activities will be submitted through NFWF's online mapping tool. The polygon(s) name(s) shall include the conservation actions that have been completed within that project area. NFWF retains the right to use the spatial data in order to perform spatial analyses and depict the generalized project location on public maps.

1.4.4.3. Monitoring and Other Project Data.

Upon request by NFWF, the NFWF Subrecipient will provide to NFWF raw and/or summary data collected or analyzed as part of the project, for NFWF's use in analyses of program outcomes. The Subrecipient will submit these data, either when available or at project completion, through a cloud-based data sharing platform or another agreed-upon mechanism.

1.4.5. Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.4.5.1. Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective, including but not limited to the objective itself, its schedule and/or the budget. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and/or,

1.4.5.2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or produce more or different beneficial results than originally planned.

1.5. Reports and Payment Requests.

All reports, financial, programmatic, or otherwise, or payment requests under a federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and to provide required certifications as set forth in 2 CFR 200.415, as applicable.

1.6. Record Retention and Access.

1.6.1. Retention Requirements for Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the latest end date of the funding source(s) referenced above in line 19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL or the close-out of all pending matters or audits related to this Agreement, whichever is later. As funding source end dates may be extended over time, the NFWF Subrecipient will be notified of the most up-to-date record retention requirements upon closure of this Award. If any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place or if funding source end date(s) is extended so as to extend the retention period. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition of such real property. For awards solely funded with funding sources with "N/A" listed as the end date, NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the Period of Performance end date, whichever is later.

1.6.2. Access to Records.

NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Agreement. No funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Agreement or otherwise unallowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient shall:(1) abide by all applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2 C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning Compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity, Acknowledgment of Support, and Disclaimers.

2.5.1. Publicity.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications, and other public communications.

2.5.2. Acknowledgment of Support.

The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (2) include the disclaimer provided at Section 2.5.4.

2.5.3. Logo Use.

The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo or marks of any Funding Source.

2.5.4. Disclaimers.

Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or by implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

For Projects funded in whole or part with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges and consents for NFWF and any Funding Source identified in this Agreement to post its final programmatic reports and deliverables on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

Throughout a program or business plan, NFWF engages in monitoring and evaluation to assess progress toward conservation goals and inform future decision-making. These efforts use both data collected by grantees as part of their NFWF grant as well as post-award project data collected by third-party entities commissioned to conduct a program evaluation. The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information

to assist in evaluating the accomplishments of the Project period of five (5) years after the project end date.

2.9. Intellectual Property.

Reports, materials, books, databases, monitoring data, maps and spatial data, audio/video, and other forms of intellectual property created using this grant may be copyrighted or otherwise legally protected by the NFWF Subrecipient or by the author. The NFWF Subrecipient agrees to provide to NFWF and any Funding Source identified in this Agreement a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter the NFWF Subrecipient's intellectual property created using this award for non-commercial purposes in any media – whether now known or later devised – including posting such intellectual property on NFWF's or Funding Source websites and featuring in publications. NFWF retains the right to use project metrics and spatial data submitted by the NFWF Subrecipient to estimate societal benefits that result and to report these results to funding partners on a case-by-case basis as determined by NFWF. These may include but are not limited to: habitat and species response, species connectivity, water quality, water quantity, risk of detrimental events (e.g., wildfire, floods), carbon accounting (e.g., sequestration, avoided emissions), environmental justice, and diversity, equity, and inclusion.

2.10. System for Award Management (SAM) Registration.

The NFWF Subrecipient must maintain an active SAM registration at www.SAM.gov until the final financial report is submitted or final payment is received, whichever is later. If the NFWF Subrecipient's SAM registration expires during the required period, NFWF will suspend payment to the NFWF Subrecipient until the SAM registration is updated.

2.11. Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time, not to exceed three years, after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Agreement.

2.12. Indemnity.

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Agreement.

2.13. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this Agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient

provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Agreement.

2.14. Choice of Law/Jurisdiction.

This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Subrecipient agrees to submit to the exclusive jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Agreement.

2.15. Stop Work.

NFWF may, at any time, by written order to the NFWF Subrecipient, require the NFWF Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 days after the order is delivered to the NFWF Subrecipient. The order shall be specifically identified as a stop-work order issued under this section. Upon receipt of the order, the NFWF Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to this Agreement covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work order is delivered to the NFWF Subrecipient, or within any extension of that period to which the parties shall have agreed, NFWF shall either cancel the stop-work order or terminate the Agreement under section 2.16.

2.16. Termination.

2.16.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Agreement, or any portion thereunder, upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.16.1.1. the NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.16.1.2. the NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

2.16.1.3. suspension or debarment by the Government of the NFWF Subrecipient; or,

2.16.1.4. any breach of the requirements set forth in Section 3.3 of this Agreement concerning Compliance with Laws; or,

2.16.1.5. NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes, in its sole discretion, cannot be mitigated; or,

2.16.1.6. after written notice and a reasonable opportunity, the NFWF Subrecipient is unable to cure a perceived non-compliance with any material term (other than those enumerated at 2.16.1.1 – 2.16.1.5) of this Agreement. The cure period shall be considered the timeframe specified by the Funding Source(s), if

any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Funding Source(s), ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Agreement; or,

2.16.1.7. if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.16.2. Either Party may terminate this Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party.

2.16.3. In the event of termination of this Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.16.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.16.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services, or facilities, except as necessary to complete work as specified in NFWF's notice.

2.16.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

2.16.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts. NFWF will reimburse the NFWF Subrecipient for non-cancelable allowable costs incurred by the NFWF Subrecipient prior to termination that cannot be mitigated. However, the foregoing is subject to the complete reimbursement of such costs by the Funding Source; accordingly, any amounts ultimately not paid, or which are recouped by the Funding Source, are subject to recoupment by NFWF.

2.16.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Agreement, whether completed or in progress.

2.16.3.6. Return to NFWF any unobligated portion of the Award.

2.17. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.18. Severability.

Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.19. Interpretation and Construction.

2.19.1. This Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Agreement and another portion of this Grant Agreement, first the Sections will apply in the following order of precedence: 5, 4, 3, 1, 2 and 6, and then any supplemental attachments.

2.19.2. The title designations of the provisions to this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

2.19.3. Every right or remedy conferred by this Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.19.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.19.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Agreement, the rights and obligations of this Agreement, which by their nature extend beyond its expiration or termination, shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL

3.1. Binding Obligation.

By execution of this Agreement, NFWF Subrecipient represents and certifies that this Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Agreement.

3.3. Compliance with Laws.

3.3.1. In General.

By execution of this Agreement and through its continued performance hereunder, the NFWF Subrecipient represents, certifies and agrees that it is and shall continue to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Agreement.

3.3.2. Compliance with Anti-Corruption Laws.

The NFWF Subrecipient represents, certifies and agrees to ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), or any other applicable anti-corruption laws or regulations (e.g., UK Bribery Act 2010) in the countries in which the NFWF Subrecipient performs under this Agreement.

3.3.3. Compliance with Anti-Terrorism Laws.

The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/aa_sanctions_list.shtml; (3) on the consolidated

list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

3.3.4. Compliance with Additional Laws and Restrictions.

The NFWF Subrecipient represents, certifies and agrees to ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

3.4. Subrecipient Debarment and Suspensions.

By and through NFWF Subrecipient's execution of this Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

3.5. Conflicts of Interest.

By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Agreement, NFWF Subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – GENERAL

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

The NFWF Subrecipient will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable federal regulations. This includes, but is not limited to, the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information. The most recent version of the Electronic Code of Federal Regulations can be found at <https://www.ecfr.gov/>.

4.2. 2 CFR § 200 Subpart F Audits.

It is the responsibility of the NFWF Subrecipient to arrange for audits as required by 2 CFR Part 200, Subpart F – Audit Requirements. The NFWF Subrecipient shall notify NFWF in writing about 2 CFR Subpart F audit findings related to projects funded by NFWF pass-through funds. The NFWF Subrecipient understands that NFWF may require the NFWF Subrecipient to take corrective action measures in response to a deficiency identified during an audit.

4.3. Real and Personal Property.

In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and intangible property acquired or improved with federal funds must be held in trust by the NFWF Subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the NFWF Subrecipient must comply with all use, reporting, and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.329 (Reporting on real property), as applicable.

4.4. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in this Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.5. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts, including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

- I. Trafficking in persons.
 - a. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - c. *Provisions applicable to any recipient.*
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.6. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.7. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.8. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.9. 43 CFR §18 New Restrictions on Lobbying.

By execution of this Agreement, the NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, and certifies to the following statements:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification, as represented by execution of this Agreement, is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. All liability arising from an erroneous representation shall be borne solely by the entity filing that representation and shall not be shared by any entity to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31 of the U.S. Code.

4.10. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

The NFWF Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such

waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The NFWF Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

4.11. Drug-Free Workplace.

The NFWF Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 41 USC Chapter 81 Drug-Free Workplace.

4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020)

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

4.13. Domestic Preference for Procurements.

- a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this agreement, the following definitions apply:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

NFWF Subrecipient acknowledges that when all or part of this Agreement is funded by a federal award that certain representations, certifications, and other statements relating to the use of such funds or performance of the Project may be necessary. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

FC.R583 – Grant Terms

U.S. Fish and Wildlife Service (Service) Financial Assistance Award Terms and Conditions.

The Service Financial Assistance Award Terms and Conditions posted on the Internet at <https://www.fws.gov/grants/atc.html> apply to the NFWF Subrecipient and their subrecipients and contractors. See also the Department of the Interior's General Award Terms and Conditions on their website at: <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

Buy America Provision.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. NFWF Subrecipients must include the requirements in this section in all subawards, including all contracts and purchase orders for work or products under this program.

None of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States,
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For more information, visit the Department of the Interior Buy America web page at www.doi.gov/grants/BuyAmerica and the Office of Management and Budget Made in America web page at www.whitehouse.gov/omb/management/made-in-america/.

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing Department of the Interior (Department) general applicability waiver as described on the Department's General Applicability Waivers web page (www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers). If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the NFWF Subrecipient does not need to request a separate waiver for non-domestic materials.

When necessary, NFWF Subrecipients may apply for, and the Department may grant, a waiver from these requirements, subject to review by the Made in America Office. The Department may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality,
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent, or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

If a general applicability waiver does not already apply, and the NFWF Subrecipient believes that one of the above circumstances applies to an award, the NFWF Subrecipient may submit a request to waive the application of the domestic content procurement preference.

Waiver Submission Instructions

NFWF Subrecipients must submit all waiver requests to the Service in writing. E-mail all waiver requests to fwfhqfasupport@fws.gov. Please use the subject line: "Buy America Waiver Request". Include the following information with each waiver request:

1. Type of waiver requested (non-availability, unreasonable cost, or public interest)
2. Requesting entity name and Unique Entity Identifier (UEI)
3. Awarding bureau: U.S. Fish and Wildlife Service
4. Awarding program Assistance Listing number and title (Notice of Award, Block 2)
5. Project title (Notice of Award, Block 8)
6. Federal Award Identification Number (Notice of Award, Block 4)
7. Federal award amount (Notice of Award, Block 11)
8. Total infrastructure costs, to the extent known (federal and non-federal funds)
9. Infrastructure project description and location, to the extent known
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin, if known, and relevant Product Service Code or NAICS code for each.
11. A certification that the Recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of the Recipient's efforts (e.g., market research, industry outreach) to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued

Do not include any Privacy Act information, sensitive data, or proprietary information with the waiver request.

Waiver Review Process

The Department will post waiver requests to their Buy America web page for the required 15-day public comment period. The Made in America Office will also review all waiver requests. The Department will post approved waivers on their Approved Waivers web page. The Service will notify recipients of their waiver request determination in writing by e-mail.

Definitions

Construction materials includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals,
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- glass (including optic glass),
- lumber, or
- drywall.

Construction materials does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Domestic content procurement preference means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Environmental Compliance Reviews.

The NFWF Subrecipient and any subrecipient(s) must not begin any potentially impactful work related to this award until the Service has notified in writing that such work can begin. Recipients and subrecipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

Federal Publicity and Acknowledgement of Support.

All information submitted for publication or public releases of information regarding this project shall be prepared and reviewed in coordination with NFWF and the USFWS. The NFWF Subrecipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A visible project identification sign may be erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding.

Data Availability.

(a) Applicability. The Department of Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

(b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or

otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(c) Availability of Data. The Contractor shall make the data produced under this Contract and any subcontract(s) available to NFWF and the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:

- (1) The scientific data relied upon;
- (2) The analysis relied upon; and
- (3) The methodology, including models, used to gather and analyze data.

SECTION 6 OTHER REPRESENTATIONS, CERTIFICATIONS, STATEMENTS AND CLAUSES

NFWF Subrecipient acknowledges that all or part of this Agreement may be funded by a non-federal source that requires certain representations, certifications, and other statements relating to the use of such funds or performance of the Project. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

None.

Exhibit C
Milwaukee Metropolitan and Ducks Unlimited Cost Share Table

Table 3. Project & Funding Details for DU Committed Projects

	Year	DU Original Contract Funds	Leveraged Funds (Grants)	Grant Source	MMSD SOGL Match Funds	Acres/Trees
Puetz Rd	2023	\$0	\$197,000	Various	\$0	19/0
Mauthe Lake	2023	\$0	\$34,615	Various	\$0	10/0
Beaver Pond	2024-25	\$35,000	\$35,000	SOGL	\$0	10/105
Prairie Pothole	2024-25	\$110,000	\$175,000	SOGL	\$0	35/TBD
Watertower Park	2025-26	\$0	\$280,000	SOGL/other	\$140,000	10/200
Turtle Creek	2025-26	\$190,000	\$757,000	SOGL/other	\$0	
Riveredge	2025-26	\$0	\$80,000	SOGL	\$40,000	8/100
Glendale	2025-26	\$0	\$35,000	SOGL	\$25,000	0/100
Arboretums	2025-26	\$0	\$3,000	SOGL	\$0	0/138
Firefly Grove	2025-26	TBD	\$38,000	SOGL/USFS	TBD	3/TBD
DU Staff time		\$65,000	\$29,640	SOGL	\$0	
TOTALS		\$400,000	\$1,664,255		\$205,000	95/643

Exhibit D
Draft Wetland Design



PROJECT LOCATION

The map shows the Fisher Woods area in Charlotte, North Carolina. The project location is marked with a yellow star-shaped outline and a black arrow pointing to it from the text "PROJECT LOCATION". The area is bounded by W North Ave to the north, W Garfield Ave to the east, W Woodland Ave to the south, and W Walnut Rd to the west. Major roads include W North Ave, W Garfield Ave, W Woodland Ave, W Walnut Rd, W Elmhurst Pkwy, W Cherry St, W Violet St, W Underwood Pkwy, W Watertown Plank Rd, and W Innovation Dr. The map also shows landmarks such as Underwood Creek, Underwood Parkway, Underwood Elementary School, River Hills Catholic School, and Hansen Park Golf Course. The project location is situated near the intersection of W Woodland Ave and W Walnut Rd, just north of W Elmhurst Pkwy.

SCALE: NOT TO SCALE

Sheet List Table	
Sheet Number	Sheet Title
C001	COVER
C002	SPECS & NOTES
C051	TOPO
C101	SITE PLAN
C201	WATER CONTROL STR DETAILS 1
C202	WATER CONTROL STR DETAILS 2

[illegible]

GREAT LAKES/ATLANTIC REGIONAL OFFICE
7322 NEWMAN BOULEVARD, BUILDING 2, STE. 200
DEXTER, MICHIGAN 48130
(734) 623-2000
www.ducks.org

 **DUCKS UNLIMITED**

AFFIX SEAL: DUCKS UNLIMITED, INC.

COVER
WAUWATOSA DPW
WAUWATOSA
MILWAUKEE COUNTY, WI

NOT FOR CONSTRUCTION



NOTE: ALL EARTHWORK QUANTITIES ARE BASED ON NEAT LINES AND GRADES OF CAD FILES AND ARE BASED ON A 1.3 FILL FACTOR. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADJUST THE BID PRICE DEPENDING ON THEIR OWN ADJUSTMENT FACTORS.

101 GENERAL CONDITIONS
102 SUPPLEMENTAL CONDITIONS
201 MOBILIZATION
202 SITE PREPARATION
203 EXCAVATION
301 WATER CONTROL STRUCTURES
302 STRUCTURE AND CULVERT APPURTENANCES
303 CULVERT AND PIPE INSTALLATION
305 RIPRAP, REVETMENT AND AGGREGATE PLACEMENT
311 REMOVAL OF EXISTING EULVERTS AND STRUCTURES
402 SEEDING AND MULCHING

1. ALL UNDERGROUND HAZARDS AND UTILITIES MUST BE INVESTIGATED PRIOR TO CONSTRUCTION. NOTIFICATION OF EFFECTED UTILITY COMPANIES IS THE RESPONSIBILITY OF THE CONTRACTOR. CONTACT DIGGERS HOTLINE AT LEAST THREE DAYS PRIOR TO START OF CONSTRUCTION.
2. A PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED WITH DU PERSONNEL, THE CONTRACTOR, AND THE LANDOWNER PRIOR TO CONSTRUCTION START UP. THE CONTRACTOR SHALL NOTIFY DU AT LEAST 3 DAYS PRIOR TO START OF CONSTRUCTION.
3. THE CONTRACTOR IS RESPONSIBLE FOR RESTORING ALL ACCESS ROADS AND STAGING AREAS TO PRE-CONSTRUCTION CONDITIONS AFTER CONSTRUCTION IS COMPLETED. ALL TRAFFIC LEAVING THE SITE SHALL BE FREE OF LOOSE MUD AND/OR DEBRIS. ANY MUD DEPOSITED ON THE ROAD WILL BE REMOVED AND DEPOSITED BACK ON SITE IMMEDIATELY.
4. WET CONDITIONS MAY PERSIST AT THE TIME OF CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OPERATE EQUIPMENT APPROPRIATE FOR THESE CONDITIONS.

TIME PERIOD	DATES		TYPE OF SEEDING
Spring	April 1	through May 15	Permanent
Summer	May 16	through *** W-1-15 *** pg 2	Temporary *
Late Summer	August 7	through August 29	Permanent
Fall	August 30	through *** W-1-15 *** pg 2	Temporary *
Late Fall	November 1	through Snow Cover	Dormant
Winter	Snow Cover	through March 31	Not Allowed

If no soil test is available, apply a minimum of 150 pounds of 20-10-10 fertilizer per acre. This is equivalent to 30 pounds nitrogen (N), 15 pounds phosphate (P2O5), and 15 pounds potash (K2O) per acre. Apply two tons / acre of 80-89 lime or equivalent. (See page 2 for equivalent)

* Seed a temporary cover crop of Winter Cereal Rye at 112 #/ac (2 bu/ac)
A permanent seeding shall be completed during the next acceptable time period following
a temporary seeding.

SEEDING MIX (DESIGN)	17	LOCATION: ACRES:	dist 1.50	SEEDING MIX (AS-BUILT)	LOCATION ACRES		
SPECIES		RATE	POUNDS	SPECIES	RATE	POUNDS	
Redtop		2.0	3.0				
Timothy		6.0	9.0				
Red Clover		10.0	15.0				
** Winter Cereal Rye		112.0	168				
$\left(\frac{\text{Total N} - \text{Grain N}}{\text{Grain N}} \right) \times 100 = \text{N Purity (\%)} \quad \text{N = 1 Weight}$				ADDITIONAL SEED PERCENT: 100 % Mulching Required Yes WARNING, TOO HIGH			
(N x 3) ** Companion Crop							

Total % Germination may also be termed *Total % Viable Seed* on a tag. If a tag only shows % Germination, the user must *include percentage of the seed that germinated during the lab test* (% Germination) **plus** the *percentage of hard and/or dormant seed*. Hard seed and dormant seed are seeds that are still capable of germinating and producing a plant but did not germinate under the conditions of the test in the lab.

Additional native seeds may be required by permitting agencies. These addition are allowed.
Seed mixture shall meet all requirements of the WI weed laws.
Species identified as restricted or prohibited by law shall not be planted.
Certified seed shall be used, and the seeding rates will be based on pure live seed.
For dormant seedlings, increase the seeds per square foot by 15%.

Seeded preparation shall immediately follow construction activities.

Prepare a fine, firm seedbed to a minimum depth of three inches. A seedbed is considered firm when a footprint penetrates less than 1/4 inch deep.

1. BID ITEM FOR MOBILIZATION SHALL INCLUDE THE SUPPLY OF ALL LABOR, MATERIAL AND EQUIPMENT TO TRANSPORT ALL NEEDED LABOR, MATERIAL AND EQUIPMENT, TO AND FROM A PROJECT SITE, TO SUCCESSFULLY COMPLETE THAT PROJECT AS SHOWN ON THE PLANS.
2. THE PAY QUANTITY FOR THE SITE PREPARATION BID ITEM SHALL INCLUDE STRIPPING BENEATH EMBANKMENT AREA, STOCKPILING TOPSOIL FOR REPLACEMENT, PLACING TOPSOIL OVER ALL DISTURBED AREAS, AND LEVELED SUITABLE ENOUGH FOR SEEDING.
3. BID ITEM FOR OBSTRUCTION REMOVAL INCLUDES CLEARING OF TREES/BRUSH FOR EARTHWORK PREPARATION. *SEE SHEET C051
4. BID ITEM FOR EXCAVATION INCLUDES EXCAVATION OF THE PROPOSED SLOPES AND POOL AREAS. ALL EXCAVATION WILL BE PERFORMED IN ACCORDANCE TO CONSTRUCTION SPECIFICATION 203.
5. BID ITEM FOR WATER CONTROL STRUCTURE SHALL INCLUDE PURCHASE AND INSTALLATION OF WATER CONTROL STRUCTURE AND APPURTENANCES SPECIFIED ON SHEETS C201, C202.
6. BID ITEM FOR 36" ALUMINUM CMP SHALL INCLUDE PURCHASE AND INSTALLATION OF 36" DIAMETER PIPE FOR WATER CONTROL STRUCTURE INLET AND OUTLET AND CULVERT REPLACEMENTS.
7. BID ITEM FOR RIP-RAP D50 6" IS FOR THE ROCK PLACED UPSTREAM AND DOWNSTREAM OF WCS AND CULVERT INLETS AND OUTLETS. NON-WOVEN GEOTEXTILE IS REQUIRED BENEATH ALL ROCK/RIP-RAP AND SHALL BE SECURED TO SLOPES AND BOTTOM, USING PINS AS NOTED IN SPECIFICATION 305. QUANTITY IS BASED ON TONS. CONTRACTOR SHALL PROVIDE SCALE TICKETS WITH WEIGHTS INCLUDING TARE WEIGHTS, GROSS WEIGHTS, AND NET WEIGHTS OF MATERIAL DELIVERED.
8. BID ITEM FOR REMOVAL OF EXISTING CULVERTS INCLUDES REMOVAL AND DISPOSING OF PROPERLY OFF SITE
9. BID ITEM FOR SEEDING AND MULCHING INCLUDES SEEDING ALL DISTURBED AREAS AS PER THE SEED MIX LISTED BELOW AND MULCHING ALL DISTURBED AREAS IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION.
10. DEWATERING AND WATER MAINTENANCE IS THE CONTRACTOR'S RESPONSIBILITY, AND IS CONSIDERED INCIDENTAL TO THE PROJECT.

Inoculate legumes with the specific inoculum for the species in accordance with the manufacturer's recommendations. When using a hydroseeder, five times the recommended rate of inoculant shall be added to the hydroseeder. Inoculant shall not be mixed with liquid fertilizer.

Seed may be broadcast or drilled as appropriate to the site.
Seed, fertilize, and lime as soon as possible after construction.
Seeding perpendicular to direction of flow is required to limit erosion.

Seed grasses and legumes no more than 1/4 inch deep.

Consider seeding at a lower rate and making 2 passes to ensure more uniform distribution.

Select one of the following species for temporary cover if:

- 1) The required seeds or plant stock are not available or the normal permanent seeding period for the species has passed
 - Forage Sorghum - 1/2 bushel per acre (May 15-July 15)
 - Sorghum - Sudangrass Hybrid - 1 bushel per acre (May 15-July 15)
 - Sudangrass - 1 bushel per acre (May 15-July 15)
 - Winter Wheat - 2 bushels per acre (Aug 1-Oct 1)
 - Winter Cereal Rye - 2 bushels per acre (Aug 1-Oct 15)
 - Oats - 2 bushels per acre (Apr 1-Sept 1)
 - Annual Ryegrass - 20 Pounds per acre (Apr 1-Sept 1)
- 2) Triazine herbicide carryover will not allow establishment of permanent cover immediately.
 - Forage Sorghum - 1/2 Bushel per acre (May 15-July 15)
 - Sorghum - Sudangrass Hybrid - 1 Bushel per acre (May 15-July 15)
 - Sudangrass - 1 Bushel per acre (May 15-July 15)

Seed is broadcast and incorporated, no-tilled, or drilled into the seedbed .
Seedbed preparations and conditions are similar to conventional seeding.

Mulching shall be done immediately after seedbed preparation and seeding.
Mulch shall be applied immediately after final grading for areas seeded at a later date.
Mulch material shall be relatively free of disease, pesticides, chemicals, noxious weed seeds, and other pests and pathogens.

Spread straw and hay mulch uniformly and at the rate of 1.5-2.0 tons per acre (60-70 bales). This application results in a layer of 6 to 7 stems, 1 to 2 inches thick, and provides a minimum 70% ground cover. Some soil surface can be seen after the application. Crimping (disking), wood cellulose fiber, tackifiers, netting, pinning, or other acceptable methods of anchoring will be used if needed to hold the mulch in place.

If other mulch materials are used, the rate of application shall meet the manufacturer's recommendations.
Two (2) tons/ac of 80-89 lime or equivalent from UW-EXT A3671

<u>Lime Quality</u>	<u>Tons / AC.</u>	<u>Lime Quality</u>	<u>Tons / AC.</u>
40-49	3.9	70-79	2.3
50-59	3.2	90-99	1.9
60-69	2.7	100+	1.6

C:\Users\bmonty\Ducks Unlimited Incorporated\Wisconsin Engineering - Documents\GLARO C3D Projects\WI-410-103 Wauwatosa DPW\C3D DRAWING\WI-410-103_Topo.dwg 3/3/2026 3:06 PM, Benjamin Monty, Topo, None



EXISTING CULVERT
ENTIRE STRUCTURE TO BE REMOVED
AND DISPOSED OF PROPERLY

PROPOSED
OBSTRUCTION REMOVAL
1.1 ACRES

EXISTING
CHANNEL CL

EXISTING CULVERT (BURIED) ENTIRE STRUCTURE TO BE REMOVED AND DISPOSED OF PROPERLY

CHAIN LINK FENCE GATE

COMPOSTING
FACILITY

WALKING TRAIL

EXISTING CULVERT
ENTIRE STRUCTURE TO BE REMOVED
AND DISPOSED OF PROPERLY

WALKING TRAIL

PROPOSED
OBSTRUCTION REMOVAL
0.4 ACRES

WAUWATOSA POLICE
DEPARTMENT

—— 000 ——	MAJOR CONTOUR
- - - - 000 - - -	MINOR CONTOUR
—— X ——	CHAIN LINK FENCE GATE
—— · · · ——	CHANNEL CL
	OBSTRUCTION REMOVAL
	EXISTING GRAVEL
	EXISTING ASPHALT
	EXISTING CONCRETE
	WATER CONTROL STRUCTURE
	LIGHT POLE
—————	EXISTING CULVERT

FEBRUARY 6, 2026
US-WI-410-103 WAUWATOSA DPW

HORIZONTAL CONTROL
Coordinates are NAD 83 (CORS 2011), WISCONSIN COUNTY COORDINATE SYSTEM (WISCRS) and units of measurement are in U.S. Survey Feet. Raw data was collected for 3 hours on February 6, 2026 using a Trimble R980 GPS receiver. Coordinates are established from Wisconsin VRS.

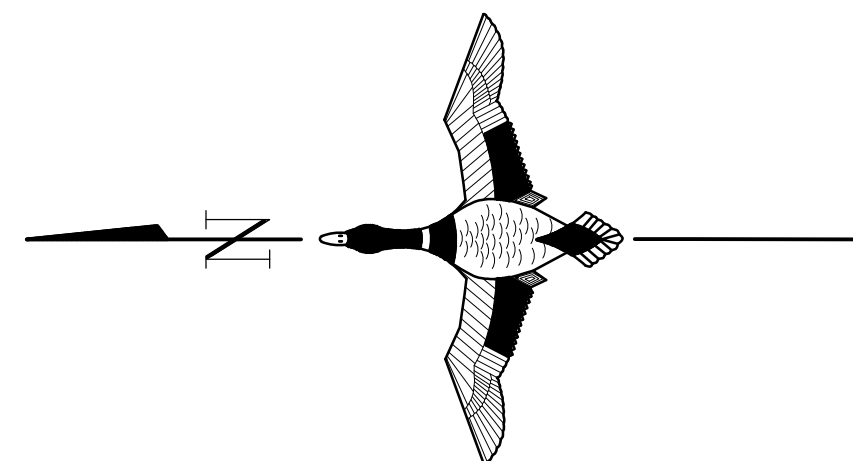
VERTICAL CONTROL
Elevations established from Wisconsin VRS in NAVD 88 and observed
using Wisconsin Geoid 18 Fixed (G18-WI.GGF)

ONSITE CONTROL, HORIZONTAL AND VERTICAL

Control Point 1 - Photo PT
N: 305384.32
E: 566860.44
Z: 729.81

CONTROL POINT 2 - Photo PT
N: 305578.32
E: 566711.64
Z: 731.43

CONTROL POINT DATA				
POINT #	ELEVATION	NORTH	EAST	DESCRIPTION
1	729.81	305384.32	566860.44	PHOTO PT
2	731.43	305578.32	566711.64	PHOTO PT



GRAPHIC SCALE

1 inch = 40 feet



GREAT LAKES/ATLANTIC REGIONAL OFFICE
7322 NEWMAN BOULEVARD, BUILDING 2, STE. 200
DEXTER, MICHIGAN 48130
(734) 623-2000


 AFFIX SEAL: DUCKS UNLIMITED, INC.
 ON:

TOPO & REMOVALS
WAUWATOSA DPW
WAUWATOSA
MILWAUKEE COUNTY WI

Revision	Sheet	Revisions	Date	By
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CAD FILE:

DESIGNED BY: BE
DRAWN BY: BM
SURVEYED BY: BT, BM
BIOLOGIST: TH

DATE: _____

3/3/2026
PROJECT NUMBER: US-WI-410-103

C051

NOT FOR CONSTRUCTION

C:\Users\bmonty\Documents\Wisconsin Engineering - Ducks Unlimited Incorporated\GLARO C3D Projects\WI-410-103 Wauwatosa DPW\C3D_DRAWING\WI-410-103 Site Plan.dwg, 3/3/2026 3:06 PM, Benjamin Monty, Site Plan, None



FULL SERVICE LEVEL
EL. 725.0

CONSTANT GRADE FROM
TOP OF SLOPE TO
EXISTING TOE OF CHANNEL

PROPOSED WATER CONTROL STR-1
ALUMINUM INLINE WCS
36" INLET/OUTLET PIPES
10-FT RISER
INLET INV. = 723.5'
OUTLET INV. = 723.5'
*SEE SHEETS C201, C202

FULL SERVICE LEVEL
EL. 725.0

CONSTANT GRADE FROM
TOP OF PATH TO EXISTING
TOE OF CHANNEL

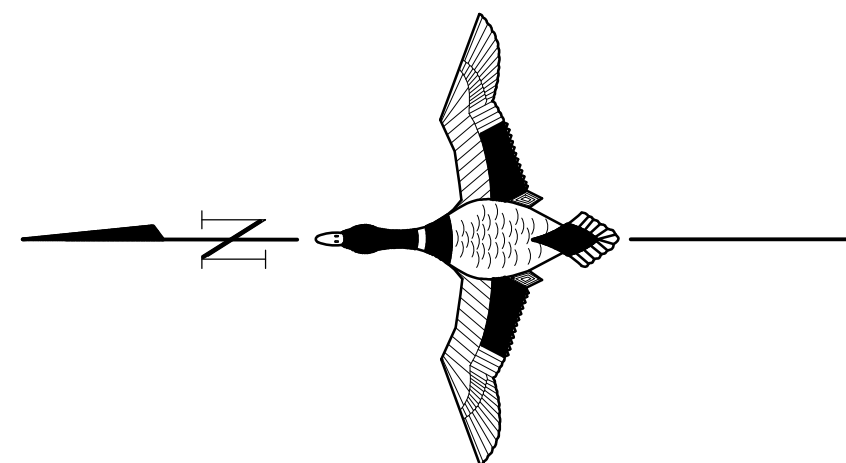
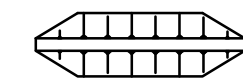
PROPOSED BANK SHAPING
ALONG EX. CHANNEL
5.0H:1V SIDE SLOPES FROM
TOP OF PATH TO EL. 725

CP 1
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ELEV: 729.81 (NAVD88)

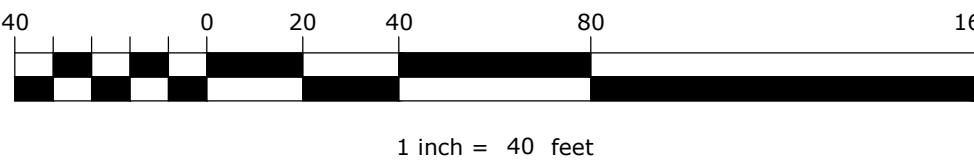
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ELEV: 731.43 (NAVD88)

LEGEND

-  PROPOSED MAJOR CONTOUR
 PROPOSED MINOR CONTOUR
 PROPOSED CULVERT
 PROPOSED CUT SLOPE
 PROPOSED WATER CONTROL STRUCTURE



GRAPHIC SCALE



Know what's **below**.
Call before you dig

GREAT LAKES/ATLANTIC REGIONAL OFFICE
7322 NEWMAN BOULEVARD, BUILDING 2, STE. 2000
DEXTER, MICHIGAN 48130
(734) 623-2000



AFFIX SEAL: DUCKS UNLIMITED, INC.

ON

SITE PLAN
WAUWATOSA DPW
WAUWATOSA
MILWAUKEE COUNTY, WI

Revision	Sheet	Revisions	Date	By
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CAD FILE:

WI-410-103_Site Plan

DESIGNED BY: BE

DRAWN BY: BM

SURVEYED BY:

BIOLOGIST: TH

DA

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LIE WT.

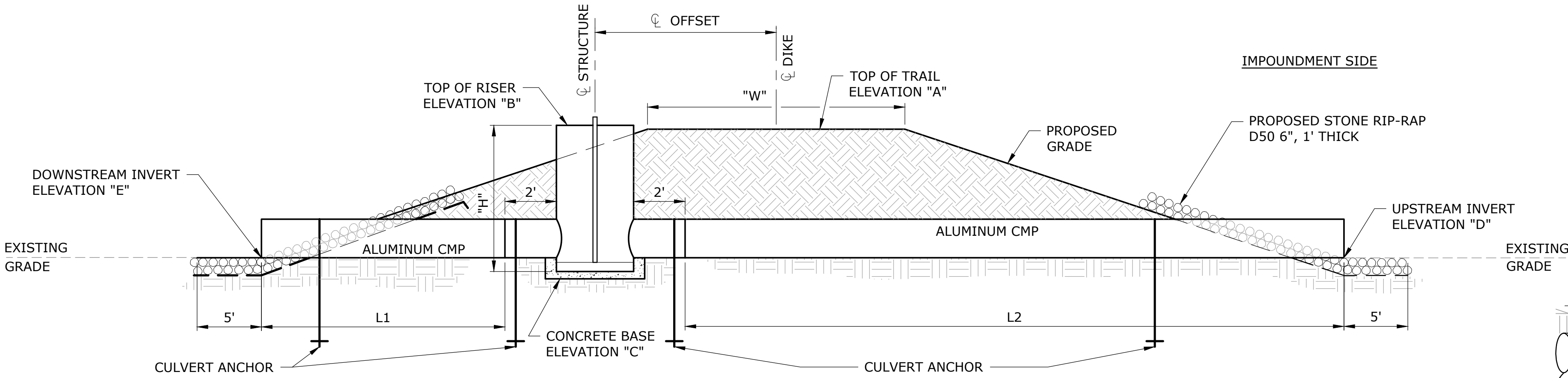
C1

C101

NOT FOR CONSTRUCTION

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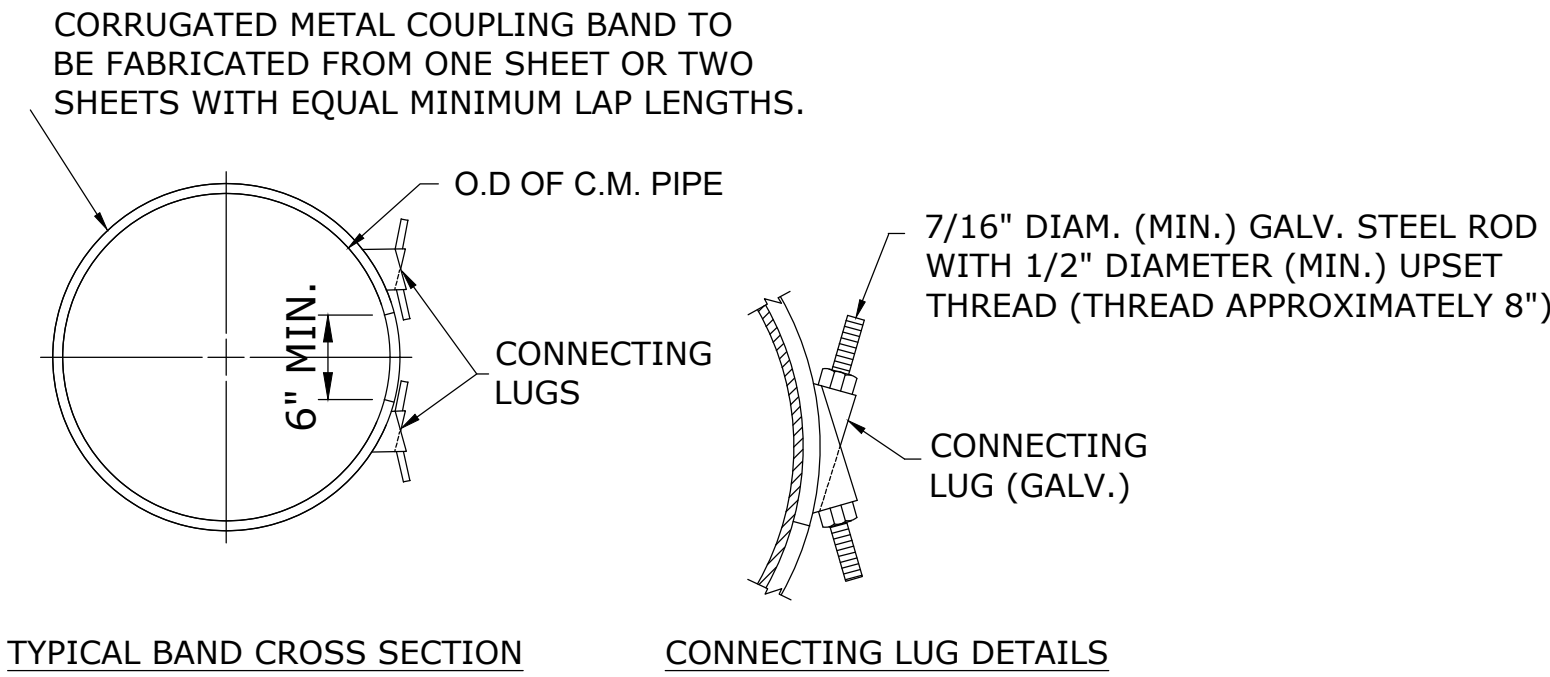
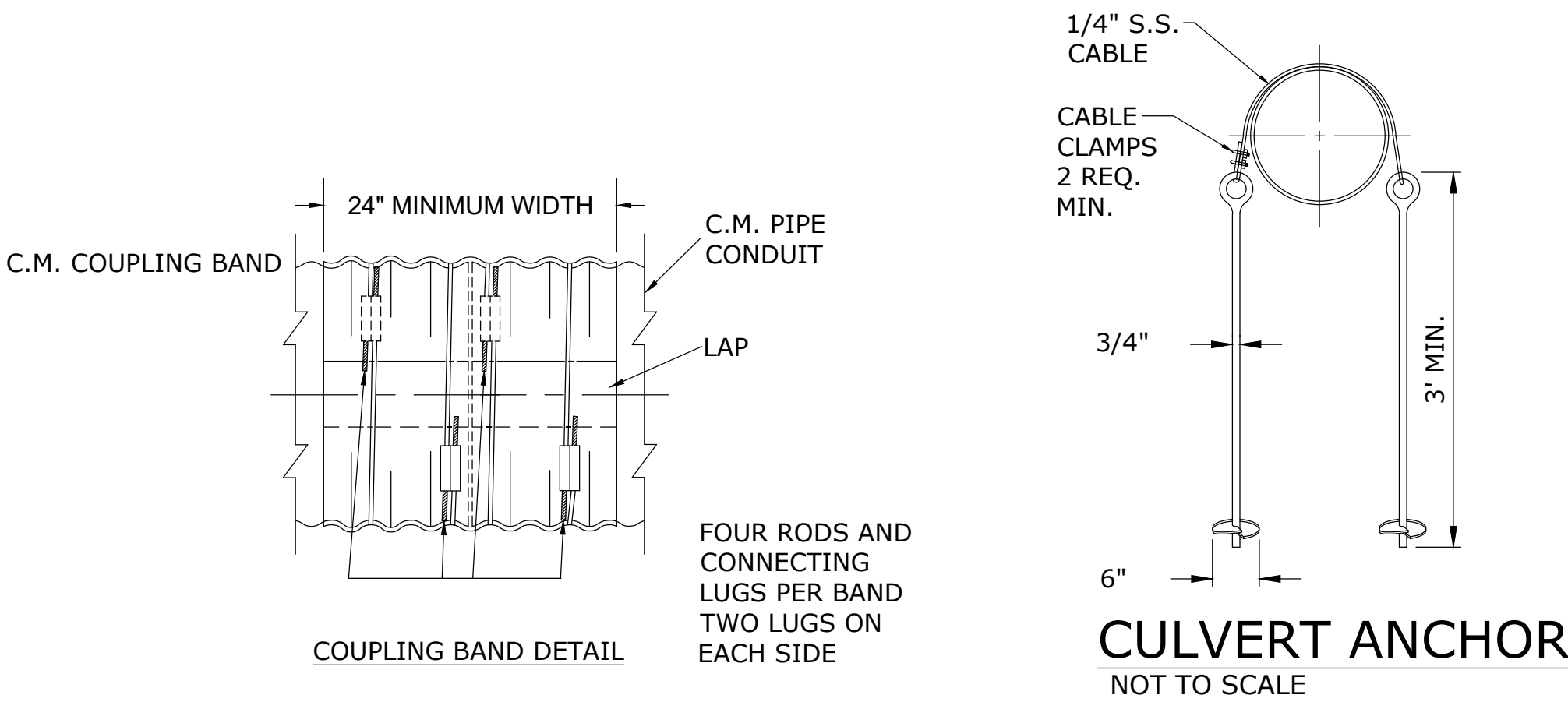
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PROFILE OF ALUMINUM CMP WATER CONTROL STRUCTURE
NOT TO SCALE

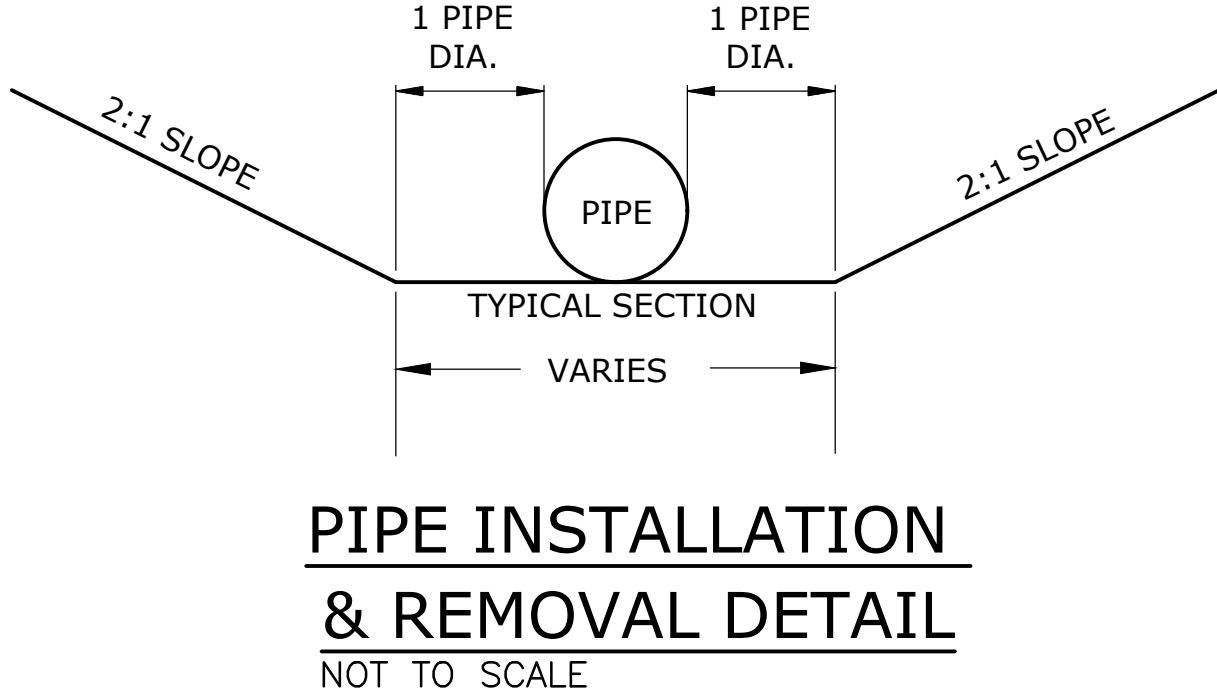
STRUCTURE	PIPE		RISER		TOP OF TRAIL EL. "A"	TOP OF RISER EL. "B"	FULL SERVICE LEVEL	CONCRETE BASE EL "C"	INLET I.E. EL. "D"	OUTLET I.E. EL. "E"	TOP WIDTH "W"	OUTLET LENGTH "L1"	INLET LENGTH "L2"	CL - CL OFFSET	RISER HEIGHT "H"
	SIZE	GA.	SIZE	GA.											
STR-1	36"	14	48"	12	732'	733.5'	725'	722.5'	723.5'	723.5'	10'	14'	36'	7'	10'

- NOTES:
1. PROPOSED STR-1 WILL REPLACE EXISTING CULVERT.
 2. CULVERT ANCHORS WILL BE INSTALLED WHERE INLET AND OUTLET PIPES CONNECT TO RISER, AND WHERE PIPES INTERSECT EMBANKMENT SLOPE.
 3. INLETS AND OUTLETS SHALL BE LINED WITH D50 6" ROCK RIP RAP. SEE DETAILS.

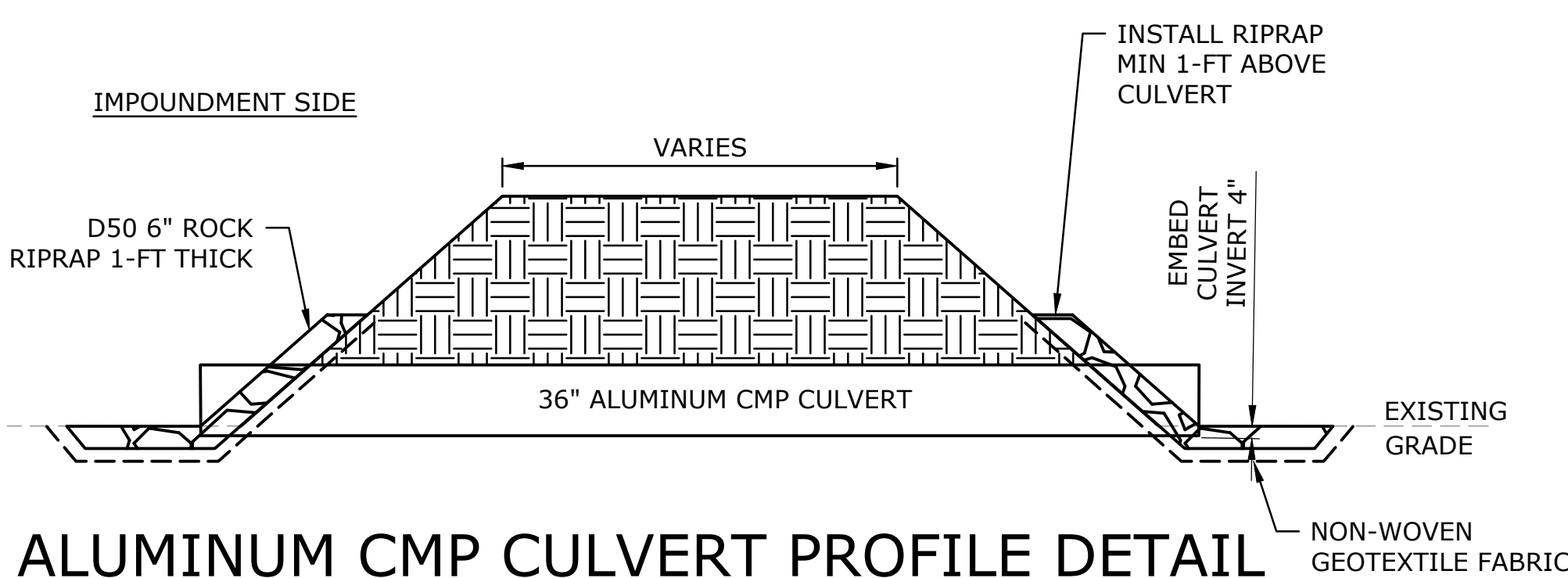


- NOTES:
1. APPLY KNIFE-GRADE ASPHALT SEALER UNIFORMLY TO THE ENTIRE CONNECTING BAND.
 2. APPLY SEALER BETWEEN THE OVERLAPS OF THE CONNECTING BAND TO FACILITATE SLIPPAGE AS THE BAND IS TIGHTENED UP.
 3. USE A 10C CONNECTING BAND FOR ANNULAR PIPE.
 4. STAGGER ROD AND SLUGS SO THAT THEY DON'T CONCENTRATE COMPRESSION ALONG THE OVERLAP AND PREVENT A UNIFORM DRAW.

CONNECTING BAND DETAIL
(WITH LUG RODS)
NOT TO SCALE



PIPE INSTALLATION
& REMOVAL DETAIL
NOT TO SCALE

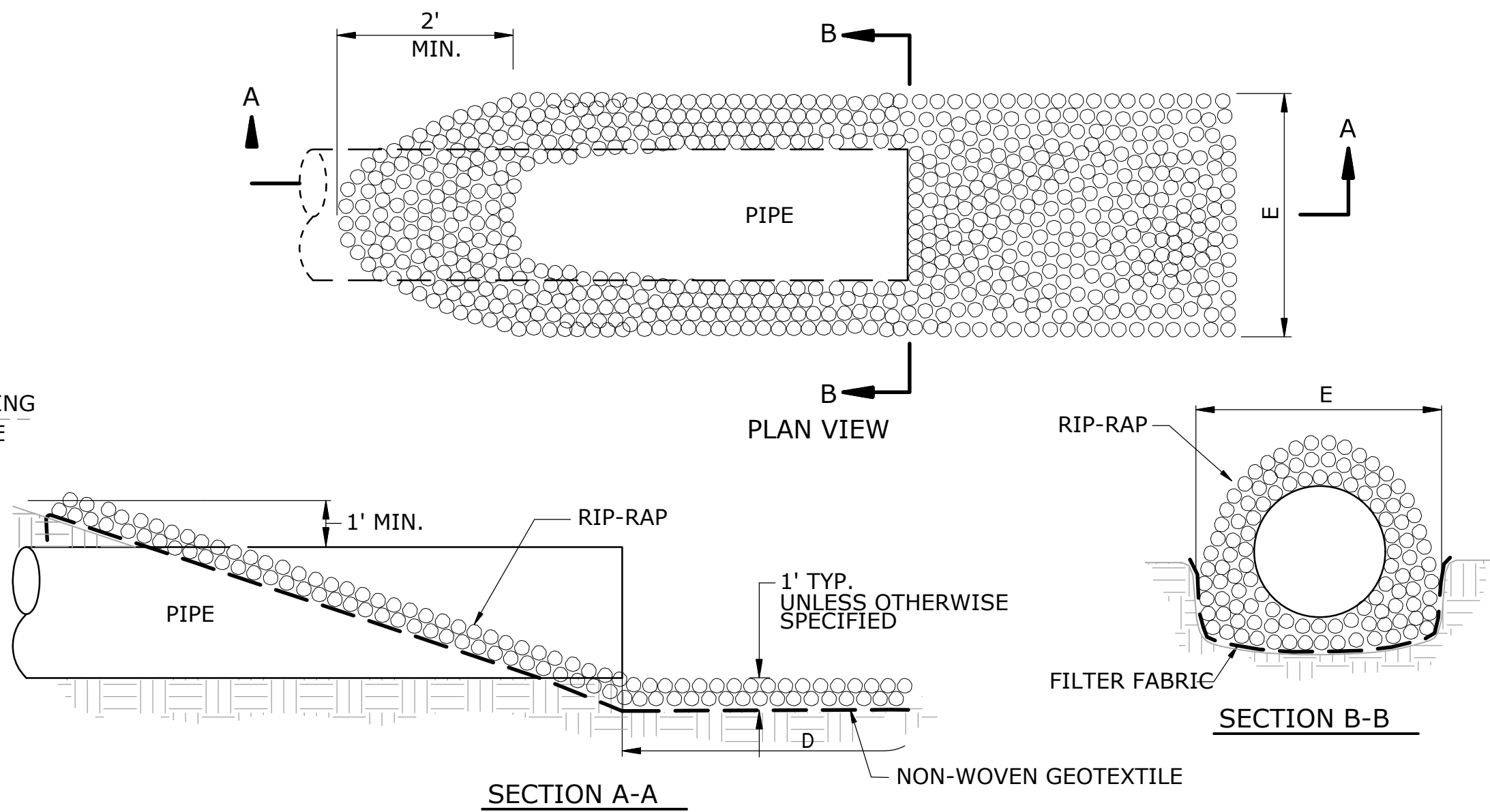


ALUMINUM CMP CULVERT PROFILE DETAIL
NOT TO SCALE

- NOTES:
1. REMOVE EXISTING CULVERT AND INSTALL 36" ALUMINUM CMP CULVERT TO ALLOW FOR WATER TRANSFER.
 2. REBUILD AND COMPACT ACCESS TRAIL.
 3. PLACE 1-FT OF D50 6" ROCK RIP RAP ON SIDE SLOPES AT PIPE INLET AND OUTLET.

GRADATION OF ROCK RIP-RAP (CULVERT INLET/OUTLET)	
PERCENT PASSING BY WEIGHT	SIZE (INCHES)
100	12
60-85	9
25-50	6
5-20	3
0-5	1
TOTAL TN	5

CULVERT	PIPE		INLET I.E.	OUTLET I.E.	LENGTH
	SIZE	GA.			
NORTH CMP CULVERT	36"	14	722.8'	722.8'	40'
SOUTH CMP CULVERT	36"	14	724.0'	724.0'	30'



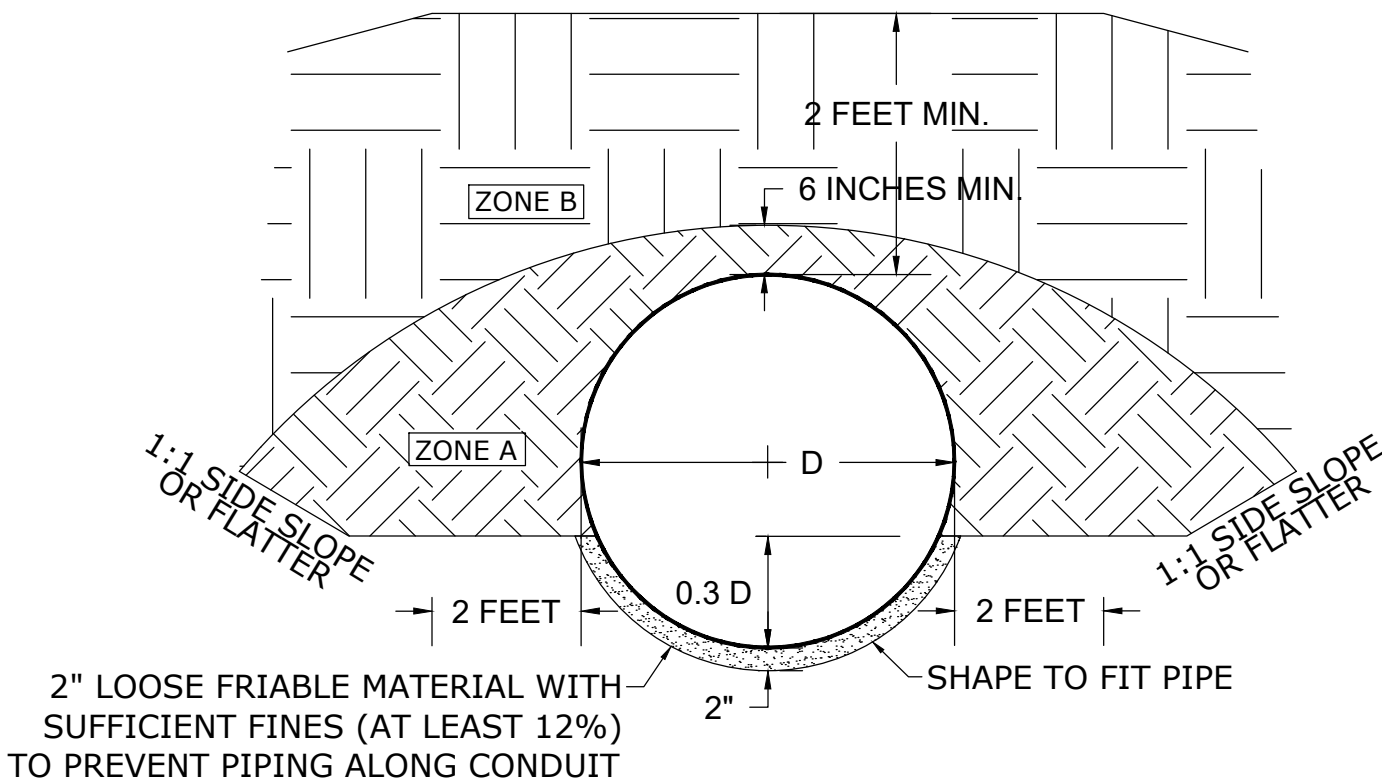
SECTION A-A

NOTES:

1. D50 6" ROCK RIP RAP SHALL BE UTILIZED AT INLETS AND OUTLETS.
2. NON-WOVEN GEOTEXTILE SHALL BE UTILIZED IN THE INSTALLATION OF RIP-RAP.

GRADATION OF ROCK RIP-RAP (WCS INLET/OUTLET)		
PERCENT PASSING BY WEIGHT	SIZE (INCHES)	
100	12	
60-85	9	
25-50	6	
5-20	3	
0-5	1	
TOTAL TN	5	

OUTLET AND STONE RIP-RAP DETAIL
NOT TO SCALE



2" LOOSE FRIABLE MATERIAL WITH SUFFICIENT FINES (AT LEAST 12%) TO PREVENT PIPING ALONG CONDUIT

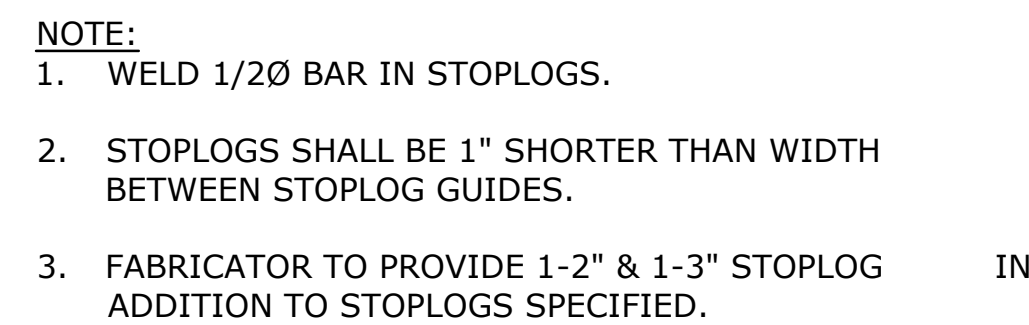
ALUMINUM CMP CULVERT SECTION DETAIL
NOT TO SCALE

- NOTES:
1. PRIOR TO COMPACTING THE BACKFILL AROUND THE PIPE, PRECAUTIONS SHOULD BE TAKEN TO WEIGHT THE PIPE TO PREVENT RAISING IT ABOVE THE DESIRED GRADE.
 2. HAND COMPACTING OR MANUALLY DIRECTED POWER EQUIPMENT COMPACTION IS REQUIRED WITHIN AREAS A & B. (MINIMUM WIDTH OF D + 4 FEET AND 2 FEET ABOVE THE CROWN OF THE PIPE)
 3. BACKFILL MATERIAL SHALL CONSIST OF CLAY OR SILTS SUCH AS CH, MH, CL. ZONE A BACKFILL SHALL CONSIST OF SOIL MATERIAL THAT IS FREE OF ROCKS, STONES, OR HARD CLODS MORE THAN 1 INCH IN DIAMETER. ZONE B MINIMUM HEIGHT IS 2 FEET ABOVE THE TOP OF THE PIPE. USE A SILTY OR A CLAYEY BACKFILL FREE OF STONES AND ROCKS GREATER THAN 3 INCHES IN DIAMETER.
 4. COMPACT ZONE A AND B FILL IN 4" LAYERS AT OPTIMUM MOISTURE CONTENT (OR SLIGHTLY HIGHER).

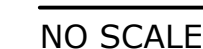
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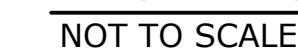
NOTE: L1 AND L2 EQUAL HEIGHT OF RISER PLUS 1' MAX
LENGTH FOR EACH 5'. AFTER ADD A SECOND EXTENTION L3
2 PER STRUCTURE



NOT TO SCALE



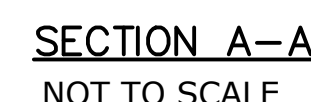
COVER SHALL BE INSTALLED
SO THE NON-HINGED SIDE
RESTS ON L 3"x 3"x 1/4"
RISER BRACE.



NOT TO SCALE



NOT TO SCALE



NOT TO SCALE



NOT TO SCALE



NOT TO SCALE

WATER CONTROL STR DETAILS 2
WAUWATOSA DPW
WAUWATOSA
MILWAUKEE COUNTY, WI

[illegible]

NOT FOR CONSTRUCTION

Exhibit E
Tree Planting Plan

Scientific Name	Common Name
<i>Alnus incana</i> var. <i>rugosa</i>	Speckled alder
<i>Amelanchier arborea</i>	Common serviceberry
<i>Amelanchier laevis</i>	Allegheny serviceberry
<i>Aronia x prunifolia</i>	Red chokecherry
<i>Cephalanthus occidentalis</i>	Common buttonbush
<i>Cercis canadensis</i>	Eastern redbud
<i>Cornus alternifolia</i>	Alternate-leaved dogwood
<i>Cornus amomum</i>	Silky dogwood
<i>Cornus obliqua</i>	Pale dogwood
<i>Cornus sericea</i>	Red-osier dogwood
<i>Corylus americana</i>	American hazelnut
<i>Crataegus crus-galli</i>	Cockspur hawthorn
<i>Crataegus mollis</i>	Downy hawthorn
<i>Crataegus punctata</i>	Dotted hawthorn
<i>Ilex verticillata</i>	Winterberry
<i>Physocarpus opulifolius</i>	Nine-Bark
<i>Prunus americana</i>	American plum
<i>Ptelea trifoliata</i>	Water ash
<i>Rhus aromatica</i>	Fragrant sumac
<i>Rhus glabra</i>	Smooth sumac
<i>Ribes americanum</i>	American black currant
<i>Salix amygdaloides</i>	Peach-leaved willow
<i>Salix bebbiana</i>	Bebb's willow
<i>Salix eriocephala</i>	Diamond willow
<i>Salix interior</i>	Sandbar willow
<i>Sambucus nigra</i>	Elderberry
<i>Spiraea alba</i>	Meadowsweet
<i>Staphylea trifolia</i>	American bladdernut
<i>Viburnum lentago</i>	Nannyberry
<i>Viburnum prunifolium</i>	Black-haw
<i>Viburnum trilobum</i> var. <i>Americanum</i>	American cranberry bush

Conservation Status

Special Concern
Special Concern

Special Concern

Soil Moisture Requirement

Moist to wet, tolerant of wide range of soil types
Rich, moist, well-drained soils
Moist, well-drained soils
Moist, well-drained soils; tolerant of slightly acidic to slightly alkaline soils
Moist to wet, well-drained soils; intolerant of drought
Moist, well-drained soils
Moist, well-drained soils; slightly acidic
Moist, well-drained soils; slightly acidic
Moist, well-drained soils
Moist, well-drained soils; tolerant of slightly acidic to slightly alkaline soils
Moist, well-drained soils, tolerant of various soil types
Medium moisture, well-drained soils; tolerant of a range of soil types with good drainage
Rich, moist soils; tolerant of wet soils and occasional drought
Dry to moist soils; tolerant of drought
Moist, well-drained soils, tolerant of various soil types
Moist, well-drained soils, drought tolerant
Moist, well-drained soils
Dry to moist, well-drained soils
Moist to dry, well-drained soils; tolerant of a range of soil types
Dry soil; tolerant of a range of soil types
Moist, well-drained soils
Moist to wet, tolerant of a range of soil types
Moist to wet soils
Moist, well-drained soils
Dry to wet soils
Moist, well-drained soils
Moist to wet soils
Dry to medium, well-drained soils
Moist, well-drained soils; tolerant of clay soils
Tolerant of most soils once established; drought tolerant
Wet to average, well-drained soils