

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Daniel L. Meyer, Secretary
Telephone 608-266-2621
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April 10, 2018

► **REQUIRES IMMEDIATE ACTION** ◀
Aquatic Invasive Species
Grant# ACEI20318
Grant Amount: \$71,447.35

Dan Kollodge, Water Quality Chair
Round Lake Property Owners Association
645 Dorland Rd. S
Maplewood, MN 55119

Dear Mr. Kollodge:

Congratulations! On behalf of the Governor, we are pleased to announce the following project is approved for funding under Wisconsin's Aquatic Invasive Species Grant Program: *Aquatic Plant Management & EWM Control for Round Lake*

Please review the agreement including the list of conditions and return the original signed by the authorized individual **within 30 days of this letter's date** to Jane C Malischke, your regional Environmental Grant Specialist, at 810 W Maple St, Spooner, WI 54801. The second copy is for your file. Funds will be encumbered when the signed agreement is returned.

The period covered by the agreement is from April 15, 2018 through December 31, 2020. If you can't complete your project within this time period, please request an extension from Alex Smith, your Regional AIS Coordinator at 715-635-4124, or Jane C Malischke at 715-635-4062. You must submit your request for your final payment within six (6) months after all work activity is complete or your grant may be terminated. Should you have any questions about the project, please contact your regional AIS Coordinator. If you have any financial questions, please contact your regional Environmental Grant Specialist above.

Under this grant program, you may be entitled to a project advance payment. If applicable, your advance is indicated on the grant agreement. This advance payment is made available to you to cover costs you may incur in the initial stages of the grant process. **If you are entitled and wish to request the advance payment, please check the blank provided before the signature block on the last page of the project agreement.**

Please note that this grant program is a reimbursement program. This means that the sponsor must incur costs before requesting reimbursement from the State. Reimbursement claim forms are enclosed. Please be aware that the deadline for submitting final maintenance reimbursement claims is six (6) months from the project end date. Quarterly reimbursement requests may be submitted during the project and must be accompanied by progress reports detailing activities completed during the quarter covered by the request as well as documentation for the costs being claimed.

The State withholds 10% of the State Cost Share for final reimbursement following approval of the final report. Instructions and forms for the financial administration of the project are enclosed. Please submit your final report and final billing to Alex Smith at 810 W Maple St, Spooner, WI 54801. Please write the project number (ACEI20318) on all billing material submitted.

Advance or Reimbursement Check: Your advance or reimbursement check will be mailed to Round Lake Property Owners Association, P O Box 1070, Hayward, WI 54843. This is the check recipient that appears in our records.

Your project includes the use of donated labor as part of your local share. As your project progresses you must document all volunteer labor and/or professional labor by keeping a log of the person's name, the date the work is performed, a description of the work performed, the number of hours and rate of pay per hour (including benefits for professional hours). Enclosed are sample worksheets and summary sheets for your use. Please make, as many copies from these blank sheets as you think will need for the project. Tracking hours by computer is accepted.

- Your project includes the use of donated materials or equipment as part of your local share.** You must carefully track all donations with documentation that is equal to an invoice in their normal business dealings but clearly marked as donations. All donations shall conform to market rates. This documentation must be included with the payment request form.

- If your project includes GIS data, it should be in a format fully compatible with ARC/INFO[®] and ArcView[®].** If you have any questions about this format or the standards please request more information from Alex Smith or Jane C Malischke.

You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. The Department of Natural Resources is pleased to have the opportunity to participate with you in this grant project.

Sincerely,



Mary Rose Teves, Director
Bureau of Community Financial Assistance

C: Alex Smith – NOR-Spooner
Jane C Malischke – NOR-Spooner

Notice: Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

Grantee/Project Sponsor Round Lake Property Owners Association		Project Number ACEI20318	
Project Title Aquatic Plant Management & EWM Control for Round Lake		Grantee DUNS #: NA	CFDA # NA
State ID # 370.678		Name of Program Aquatic Invasive Species	
Period Covered by This Agreement From April 15, 2018 Through December 31, 2020			
<p>Project Scope and Budget</p> <p>Round Lake POA is sponsoring a 3-yr project to implement approved activities from the Round and Little Round Lakes Aquatic Plant Management Plan.</p> <p>Project deliverables include GIS data & maps of areas monitored, aquatic plant monitoring results, AIS monitoring data in SWIMS, annual EWM management summary reports, and an updated APM plan.</p> <p>Specific project activities include: 1) Eurasian Water Milfoil (EWM) chemical, DASH, and manual control; 2) Pre-post treatment aquatic plant monitoring; 3) Whole lake point intercept aquatic plant survey; 4) APM plan update; 5) Volunteer AIS monitoring; 6) Water quality monitoring.</p> <p>Special Conditions: 1) WDNR's Aquatic Plant Management in Wisconsin guidance shall be followed for point-intercept survey monitoring, pre-post treatment plant monitoring, and aquatic plant management plan development. The NOR Native Plant Protection Strategy shall be integrated into the plan; 2) The updated APM plan shall meet NR 198.43 requirements; 3) Sponsor shall contact DNR immediately if a new AIS is found; 4) AIS monitoring personnel shall be trained and follow DNR approved protocols; 5) Water quality and AIS monitoring data shall be entered in SWIMS database.</p> <p>This scope summarizes the project detail provided in the application and does not negate tasks/deliverables described therein. Data, records, and reports, including GIS-based maps, and digital images, must be submitted to the Department in a format specified by the regional Lakes Biologist.</p>			
<p>WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONTACT: Jane Malischke, Environmental Grant Specialist, 715-635-4062, jane.malischke@wisconsin.gov</p>			
PROJECT FINANCIAL ASSISTANCE SUMMARY:		The following documents are incorporated into and made part of this agreement:	
Total Project Cost	\$109,919.00	<ol style="list-style-type: none"> Chapter NR 198, Wisconsin Administrative Code Surface Water Grant Application Form #8700-284 and all attachments. 	
Cost-share Percentage	65%		
State Aid Amount	\$71,447.35		
Project Sponsor Share	\$38,471.65		
Advance Payment			

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Grantee mutually agree to perform this agreement in accordance with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions to the original grant agreement, including cost adjustments, time extensions, and scope changes, shall be made by an amendment to this agreement or other written documentation, cost amendments must be signed by the Department and the Grantee, prior to the termination date of the agreement. Time extensions to the agreement may be granted to the Grantee by the Department in writing without the requirement of the Grantee's signature. The Grantee shall submit each amendment request to the Department contact listed on page 1 of this agreement. To increase the likelihood of a successful amendment request, it is recommended that the Grantee submit the request prior to the end date of this agreement.
3. Failure by the Grantee to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.
4. The project sponsor share is the portion of the project costs to be paid by the Sponsor. State funds may not be considered part of the project sponsor share. Interest earned on fund advances under this grant cannot be considered part of the project sponsor share.

The Grantee:

5. Agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes in fulfilling terms of this agreement. In particular, the Grantee agrees to comply with the provisions of ss. 23.22, 281.68, 281.69, 281.70, and 281.71, Wis. Stats., as appropriate, and to comply with all applicable federal, state and local contract and bidding requirements. The Grantee should consult its legal counsel with questions concerning contracts and bidding.
6. Promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
7. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
8. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Grantee's employees, agents or representatives. The Grantee is an Independent Contractor for all purposes, not an employee or agent of the Department.
9. Agrees to reimburse the Department for any and all funds the Department deems appropriate in the event the Grantee fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Grantee fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
10. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Grantee agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
11. Agrees that accounting for project funds shall conform to generally accepted accounting principles and practices, and shall be recorded by the Grantee in separate account.
12. To submit final reimbursement claims within six (6) months from the project end date. The Grantee may request quarterly reimbursement for grant eligible costs. Reimbursement requests must be accompanied by progress reports detailing activities that have taken place during the time period for which the Grantee is seeking reimbursement and documentation for the costs being claimed.
13. Agrees to keep all financial records, including invoices and canceled checks, that support all project costs claimed by the Grantee and make these available to the Department for inspection for 3 years after receipt of final payment.

14. Agrees that all water chemistry analyses that are part of the project shall be analyzed by either the State Lab of Hygiene or a Wisconsin certified laboratory approved by the Department for sample analysis. The DNR must pre-approved private laboratory eligibility. The grantee will first pay 100% of laboratory costs incurred directly to the laboratory and then request reimbursement from the DNR. This provision does not apply to planning projects conducted by the U.S. Geological Survey.
15. To report data and information acquired as part of the project to the Department in the format specified by the Department's regional contact.
16. Agrees to provide all information (data) gathered under this grant and final report products in electronic format and to submit these materials to the Department's regional contact as part of the final report.
17. Conditions related to invasive species movement. The applicant and operator agree to the following methods required under s. NR 109.05(2), Wis. Adm. Code for controlling, transporting and disposing of aquatic plants and animals, and moving water:
 - a. Aquatic plants and animals shall be removed and water drained from all equipment as required by s. 30.07, Wis. Stats., and ss. NR 19.055 and 40.07, Wis. Adm. Code.
 - b. Operator shall comply with the most recent Department-approved 'Boat, Gear, and Equipment Decontamination and Disinfection Protocol', Manual Code # 9183.1, available at <http://dnr.wi.gov/topic/invasives/disinfection.html>
18. Shall agree to have an annual audit performed in accordance with 2 CFR Part 200 Uniform -- Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also known as "Uniform Guidance") and WI State Single Audit Guidelines found at <http://www.doa.state.wi.us/Divisions/Budget-and-Finance/Financial-Reporting/state-controllers-office/state-single-audit-guidelines> issued by Wisconsin Department of Administration, State Controller's Office, if Grantee expends federal grant funds totaling \$750,000 or more during the fiscal year and the those funds were received from a State or Federal agency.

The Department:

19. Promises, in consideration of the covenants and agreements made by the Grantee, to obligate for the Grantee the amount of \$71,447.35, and to tender to the Grantee that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing up to the maximum percent of eligible project costs and not to exceed the maximum allowable grant award.
20. Agrees that the Grantee shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Grantee or the Grantee's employees or agents. The Department further agrees that it will exercise no control over the selection and dismissal of the Grantee's employees or agents.
21. Reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement.
22. Will withhold up to 10% of the state share for final payment, subject to a determination that the projects final report, and any required audits have been completed satisfactorily.

B. Special Conditions:

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

23. Indirect costs are not eligible for reimbursement under the Surface Water Grants program. This applies to both indirect costs that the grantee may wish to charge the Department and any indirect costs that a subcontractor may wish to charge the grantee. If indirect costs are incurred, they are wholly the responsibility of the grantee.

The person(s) signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

By *Daniel Kollodge*
(Signature)
RLPOA President
(Title)
April 30, 2018
(Date)

By *Mary Rose Teves*
Mary Rose Teves, Director
Bureau of Community Financial Assistance
10 April 2018
(Date)