



March 27, 2019

► **REQUIRES IMMEDIATE ACTION** ◀

**Lake Planning**

**Grant# LPL169819**

**Grant Amount: \$24,999.00**

Timothy Lewis, Water Quality Committee Chair  
Red Cedar Lakes Association  
Po Box 2148  
Mikana, WI 54857

Dear Mr. Lewis:

Congratulations! On behalf of the Governor, we are pleased to announce the following project is approved for funding under Wisconsin's Lake Planning Grant Program: **Red Cedar Lakes Phase 1 Lake Management Planning Project**

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 Laura MacFarland, your regional Environmental Grant Specialist, at 107 Sutliff Ave, Rhineland, WI 54501. Once signed please make a second copy for your file.

The scope summarized in the agreement is 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 Lake Biologist.

The period covered by the agreement is from February 15, 2019 through December 31, 2021. If you can't complete your project within this time period, please request an extension from Alex Smith, your Regional Lake Coordinator at (715) 635-4124, or Laura MacFarland at (715) 365-8920. 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 Lake Coordinator. If you have any financial questions, please contact your regional Environmental Grant Specialist above.

Under this grant program, you are entitled to a project advance payment. This advance payment is made available to you to cover costs you may incur in the initial stages of the grant process. The advance payment is equal to 75% of the State grant amount. **If you 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 you must pay all expenses incurred **before** the last 25% of the grant award is paid to the sponsor. Instructions and forms for the financial administration of the project are enclosed. Please submit your final report to Alex Smith at 810 W Maple St, Spooner, WI 54801, and final billing to Laura MacFarland at 107 Sutliff Ave, Rhineland, WI 54501. Please write the project number (LPL169819) on all billing material submitted.

**Advance or Reimbursement Check:** Your advance or reimbursement may be direct deposited to your organization's financial institution or a check mailed to Red Cedar Lakes Association, Timothy Lewis, Po Box 2148, Mikana, WI 54857. This is the check recipient that appears in our records.

**Your project includes the analysis of water.** If the Wisconsin State Lab of Hygiene (WSLH) is processing your water samples: The DNR has provided the WSLH with a copy of the Surface Water Grant Lab Costs form that you submitted with your application. The form provides all the necessary information the lab will need to set up your account. If the WSLH needs any further information, they will contact you. The DNR will send you a final copy of the Surface Water Grant Lab Costs form that will identify your WSLH Client ID, Grant Project number and DNR Lake/River Coordinator information. Be sure to include this information on all materials you submit to the lab. The DNR will provide a test request form for you to use when sampling. Once your samples are processed, you will pay the lab directly and request

reimbursement for lab costs through the grant program. If you were approved to use a certified lab other than the Wisconsin State Lab of Hygiene: Please contact your lab directly to set up an account.

If you have questions regarding this aspect of your grant, please contact your Lake Coordinator above.

- 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). Attached 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.
- If 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 Laura MacFarland.

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,



*for* Mary Rose Teves, Director  
Bureau of Community Financial Assistance

C: Alex Smith – NOR-Spooner  
Laura MacFarland – Rhinelander

**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].

<b>Grantee</b> Red Cedar Lakes Association		<b>Project Number</b> LPL169819		
<b>Project Title</b> Red Cedar Lakes Phase 1 Lake Management Planning Project		<b>Grantee DUNS #:</b> NA	<b>CFDA #</b> NA	<b>State ID #</b> 370.633
<b>Start and End Date of Grant</b> From February 15, 2019 Through December 31, 2021		<b>Name of Program</b> Lake Planning		
<b>Project Scope</b>  Activities: In-lake chemistry monitoring, tributary chemistry and flow monitoring, precipitation monitoring, 300-foot nearshore land-use assessment, property owner survey to assess lake use and septic inputs, lake association website development  Project deliverables include: GIS data & maps of areas monitored; water quality, flow, and precipitation data entered in SWIMS; nearshore monitoring data and report; property survey report  Specific project conditions: This scope summarizes the project detail provided in the application and does not negate tasks/deliverables described therein. The grant sponsor shall submit all data, records, and reports, including GIS-based maps and digital images, to the Department in a format specified by the regional Lakes Biologist.				
<b>WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONTACT:</b> Laura MacFarland, Environmental Grant Specialist, (715) 365-8920, Laura.MacFarland@wisconsin.gov Alex Smith, Lake Specialist, (715) 635-4124, Alex.Smith@wisconsin.gov				
<b>PROJECT FINANCIAL ASSISTANCE SUMMARY:</b>		The following documents are incorporated into and made part of this agreement:		
<b>Total Project Cost</b>	\$37,313.00	<ol style="list-style-type: none"> <li>Chapter NR 190, Wisconsin Administrative Code</li> <li>Surface Water Grant Application Form #8700-284 and all attachments.</li> </ol>		
<b>Cost Share Percentage</b>	67%			
<b>Grant Award</b>	\$24,999.00			
<b>Grantee Share</b>	\$12,314.00			
<b>Advance Payment</b>	\$18,749.25			

## **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, must be requested by the grantee in writing. E-mail from the grantee is an acceptable format. Grantee must submit requests for amendment to this agreement prior to the end date of the original agreement. The Department may approve time extensions to the original agreement in writing without the requirement of the Grantee's signature. The Department may only approve cost and scope changes in a written grant agreement that requires signature of the grantee. The Grantee shall submit each amendment request to the Department contact listed on page 1 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. Grantee match is defined as that portion of eligible project costs paid for by the grantee. Eligible sources of grantee match may include cash from the grantee; funds generated by local, non-department state or federal governments; grants or contributions from foundations, businesses, private individuals or nonprofit organizations; and donated or force account labor, professional services, supplies, and equipment usage. State funds from the department may not be considered part of the grantee match. Interest earned on advance payment under this grant cannot be considered as grantee match.
5. **The Grantee:**
  - a. 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.
  - b. Agrees to obtain all regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state, or local agencies prior to project implementation and complied with fully during project implementation
  - c. Promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
  - d. 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.
  - e. 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.
  - f. 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 approved by the Department 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.
  - g. 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.
  - h. Agrees that accounting for project funds shall conform to generally accepted accounting principles and practices, and shall be maintained by the Grantee in separate accounts.

- i. Agrees to submit final reimbursement claims within six (6) months from the grant end date. 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.
- j. 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 six (6) years after receipt of final payment.
- k. Agrees that all water chemistry analyses that are part of the project shall be analyzed by either the Wisconsin 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.
- l. Agrees to report data and information acquired as part of the project to the Department in the format specified by the Department's regional contact.
- m. 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.
- n. Will follow the conditions related to invasive species movement. The grantee agrees 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:
  - 1. 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.
  - 2. 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>.
- o. Agrees 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.

**6. The Department:**

- a. Promises, in consideration of the covenants and agreements made by the Grantee, to obligate for the Grantee the amount of \$24,999.00, and to tender to the Grantee that portion of the obligation that 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.
- b. 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.
- c. 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 this agreement.
- d. Will withhold up to 25% 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:**

- 1. 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.

Check here if you request advance payment totaling \$18,749.25

The person(s) signing for the Grantee 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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

By

*Ashley Dookey*  
\_\_\_\_\_  
for *Mary Rose Teves, Director*  
*Bureau of Community Financial Assistance*

*March 27th 2019*  
\_\_\_\_\_  
(Date)