

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

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711



April 16, 2012

► REQUIRES IMMEDIATE ACTION ◀

Lake Planning
Grant# LPL-1474-12
Grant Amount: \$19,390.97

Tim Ritten, County Conservationist
Polk County Land & Water Resources Dept.
100 Polk Plaza, Ste 120
Balsam Lake, WI 54810

Dear Mr. Ritten:

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: *Apple River Flowage Water Quality & Biological Assessment*

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 1, 2012 through June 30, 2013. If you can't complete your project within this time period, please request an extension from Alex Smith, your Regional Lake Specialist 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 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 minus any State Lab of Hygiene costs. **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 the sponsor must pay all expenses incurred before the last 25% of the state cost share assistance is paid to the sponsor. 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 (LPL-1474-12) on all billing material submitted.

Advance or Reimbursement Check: Your advance or reimbursement check will be mailed to Polk County LWRD, Tim Ritten, 100 Polk Plaza, Ste 120, Balsam Lake, WI 54810. 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 Teyes, Director
Bureau of Community Financial Assistance

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

State of Wisconsin Department of Natural Resources P.O. Box 7921 Madison, WI 53707	LAKE PLANNING GRANT AGREEMENT Form 8700-209 Rev. 9-03
---	---

Sponsor Polk County Land & Water Resources Dept.	Project Number LPL-1474-12
--	--------------------------------------

Project Title Apple River Flowage Water Quality & Biological Assessment

Period Covered By This Agreement April 1, 2012 through June 30, 2013	Name of Program Lake Planning
--	---

Project Scope and Description of Deliverables

Polk County is sponsoring a project to assess watershed, water quality, plankton, algae, and shoreline conditions; determine nutrient loads, budget, and model lake response; distribute and analyze a sociological survey; educate public through pontoon classroom and shoreline restoration workshop; develop a lake management plan including public participation/meetings.

Specific project tasks include: 1. Expanded bimonthly water quality monitoring including spring and fall overturn; 2. Lake sediment sampling; 3. Tributary water quality and flow monitoring; 4. Daily lake level and precipitation monitoring; 5. Plankton and algae assessment; 6. Shoreline assessment and restoration workshop; 7. Watershed delineation and modeling; 8. Sociological survey; 9. Pontoon classroom; 10. Lake management plan development including public participation/meeting.

Final deliverables include examples of education materials developed; agenda or attendance lists for workshops, planning meetings, and education events; and a single lake management plan that includes methodologies, results, and management alternatives discussion with an implementation plan that is approvable for Lake Protection Grant eligibility.

Special conditions: 1. CLMN efforts shall not be duplicated and these data shall be included in the trends analysis and final reporting; 2. Draft sociological/user surveys must be reviewed and approved by the Department before being initiated; 3. Shoreline inventory methods must be approved by the Department before being initiated.

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 Lake Coordinator.

If consultant is to provide final report, it is recommended that Grantee provide DNR Lake Coordinator with a draft for comment on report adequacy prior to making final payment to the consultant. DNR to receive both paper and electronic .pdf copies of the final report along with, or prior to submission of grantee's final payment request.

The Following documents are incorporated into and made a part of this agreement:

1. Chapter NR 190, Wis. Adm. Code.
2. Lake Management Grant Application (Form 8700-283) and attachments.

GRANT AWARD DATA		
1. PROJECT COSTS		
a. State Laboratory of Hygiene Analysis	\$0.00	
b. Other Laboratory Analysis	\$7,110.00	
c. Other Services (e.g., consulting, surveying services)	\$19,656.75	
d. Printing and Disseminating Final Report	\$0.00	
e. Other/Miscellaneous	\$2,175.00	
2. TOTAL PROJECT COSTS		\$28,941.75
3. GRANT AMOUNT (lesser of line 2 X 67% or \$25,000)		\$19,390.97
4. LOCAL SHARE (line 2 minus line 3)		\$9,550.78
5. ADVANCE PAYMENT CALCULATION		
a. Grant Amount (Line 3) X 75%	\$14,543.23	
b. Minus State Laboratory of Hygiene Analysis Cost (line 1a) <i>The Department directly pays this cost.</i>	\$ 0.00	
6. ADVANCE PAYMENT AMOUNT		\$14,543.23

GENERAL PROVISIONS

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the project proposal, application, terms, promises, conditions, plans, specifications estimates, procedures, maps, and assurances attached hereto and made a part hereof.
2. The Sponsor agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes in fulfilling terms of this agreement.
3. The Sponsor agrees to save, hold harmless, defend, and indemnify the State of Wisconsin, the Department and all its officers, employees and agents, against any and all liability, claims and 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 Sponsor's employees, agents or representatives.
4. In connection with the performance of work under this agreement, the Sponsor agrees 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. Status, sexual orientation 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. Except with respect to sexual orientation, the Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor 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.

PROJECT ACTIVITIES

5. The Department agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided herein. The Department reserves the right 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. The Department takes no responsibility for supervision or direction of the performance of the agreement by the Sponsor or the Sponsor's employees or agents. The Sponsor is an independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection or dismissal of the Sponsor's employees or agents.
6. Except for planning projects conducted by the U.S. Geological Survey, all water chemistry analyses which are part of the planning project shall be analyzed by the State Laboratory of Hygiene, payments for which will be withheld from the state share and made directly by the Department.
7. Data and information acquired as part of the planning project shall be reported to the Department in the format specified by the Department's regional contact.
8. All the information (data) gathered by the Sponsor under the grant and the final report products shall be provided in electronic format, on a 3.5" computer disk or CD, and shall be submitted to your Lake Coordinator as part of the final report.

CHANGES TO THIS AGREEMENT

9. The Sponsor may rescind this agreement in writing at any time prior to the starting 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.
10. 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 hereby superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions to the agreement may be granted to the Sponsor by the Department in writing without the requirement of the Sponsor's signature.

NON-COMPLIANCE WITH THIS AGREEMENT

11. Failure by the Sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the Department hereunder if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. 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.
12. The Sponsor agrees to reimburse the Department for any and all funds the Department deems appropriate in the event the Sponsor 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 Sponsor fail to comply with the conditions of this agreement, fail to progress due to nonappropriation 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.

FINANCIAL ADMINISTRATION

- 13. The Department hereby promises, in consideration of the covenants and agreements made by the Sponsor herein, to obligate to the Sponsor the amount of \$19,390.97, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 67 percent of the eligible project costs not to exceed \$25,000. The Sponsor hereby promises, in consideration of the promises made by the Department herein, to execute the project described herein in accordance with this agreement.
- 14. The Department will withhold 25% of the state share for final payment, subject to a determination that the planning project, final report, and any required audits have been completed satisfactorily.
- 15. The local share is the portion of the project costs to be paid by the Sponsor. State funds may not be considered part of the local share. Interest earned on fund advances under this grant cannot be considered part of the local share.
- 16. Accounting for planning project funds shall conform to generally accepted accounting principles and practices, and shall be recorded by the Sponsor in a separate account.
- 17. The Sponsor shall submit to the department a claim for payment on forms provided by the department within 6 months after the planning project end date.
- 18. All financial records, including invoices and canceled checks, that support all planning project costs claimed by the Sponsor, shall be kept and made available for inspection for 3 years after final payment.
- 19. The Sponsor must comply with all applicable local and state contract and bidding requirements.

OTHER CONDITIONS

- 20. Return original agreement signed by the authorized official within 30 days of the date signed by the DNR representative below.

Check here if you request the advance payment of \$14,543.23 for LPL-1474-12.

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

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

Maggie Wickre
(Signature)
Finance Manager
(Title)
4-30-12
(Date Signed)

By: Mary Rose Teves
Mary Rose Teves, Director
Bureau of Community Financial Assistance

April 16, 2012
(Date Signed)