State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
107 Sutliff Avenue
Rhinelander WI 54501-3349

Tony Evers, Governor

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WISCONSIN DEPT. OF NATURAL RESOURCES

March 5, 2024

►REQUIRES IMMEDIATE ACTION◄
SURFACE WATER GRANT
AIS SMALL SCALE POPULATION MANAGEMENT
Grant# ACEI34124
Grant Amount: $50,000.00

Douglas A. Lackey, President
Golden Lake Association, Inc
Po Box 570
Oconomowoc, WI 53066

Dear Mr. Lackey:

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: ***3 yrs EWM/CLP AIS Control for Golden Lake 2024-2026***

Please review the agreement including the list of conditions and return signed by the authorized individual **within 30 days of this letter's date** to Chrissy Kozik, your regional Environmental Grant Specialist, at 1027 West St Paul Avenue, Milwaukee, WI 53233 or Christine.Kozik@wisconsin.gov.

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 biologist.

The period covered by the agreement is from March 15, 2024 through December 31, 2026. If you can't complete your project within this time period, please request an extension from Heidi Bunk, your regional biologist at Heidi.Bunk@Wisconsin.gov, or Chrissy Kozik at Christine.Kozik@wisconsin.gov. You must submit your request for your final payment within six (6) months from the project end date or your grant may be terminated. Should you have any questions about the project, please contact your regional biologist. 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 25% of the State grant amount, maximum of $25,000. **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 prior to requesting reimbursement or additional grant award from the State. Reimbursement claim forms are attached. Please be aware that the deadline for submitting final reimbursement claims is six (6) months from the project end date. One partial reimbursement request per year will be accepted.

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 to Heidi Bunk at Heidi.Bunk@Wisconsin.gov or 141 NW Barstow St, Rm 180, Waukesha, WI 53188, and final billing to Chrissy Kozik at Christine.Kozik@wisconsin.gov or 1027 West St Paul Avenue, Milwaukee, WI 53233. Please write the project number (ACEI34124) on all materials submitted.

Advance or Reimbursement Check: Your advance or reimbursement may be direct deposited to your organization's financial institution or a check mailed to Golden Lake Association, Inc, Douglas A. Lackey, Po Box 570, Oconomowoc, WI 53066. This is the check recipient that appears in our records. If this is incorrect, please notify Chrissy Kozik.

☒ **Your project may require one or more professional service agreements.** A grantee who subcontracts or hires an agent to undertake any portion of a project requiring more than $5,000 of grant funding awarded shall enter into a professional service agreement with the contractor or agent prior to the commencement of any contracted work using the attached Professional Service Agreement, Form 8700-379 or a substantially similar document.

☒ **Your project may require one or more cost containment procedures.** A grantee shall implement cost containment measures for all purchases made with grant funds that exceed $2500. The grantee must identify the cost containment procedure used when requesting reimbursement. Refer to program guidance for acceptable cost containment procedures.

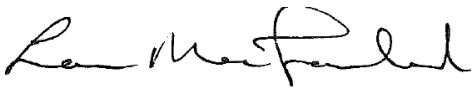
☒ **If your project includes the use of donated labor as part of your local share,** you must document all volunteer labor and/or professional labor by keeping a log of the person's name, the date the work is performed, a description of the work performed, the number of hours and rate of pay per hour (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 Heidi Bunk or Chrissy Kozik.

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,



Jim Ritchie, Director
Bureau of Community Financial Assistance

C: Heidi Bunk
Chrissy Kozik

State of Wisconsin
Department of Natural Resources
P. O. Box 7921
Madison, WI 53707-7921

SURFACE WATER GRANT AGREEMENT
Form 8700-246 Rev. 08-2020

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 Number**		
Golden Lake Association, Inc	ACEI34124		
Project Title 3 yrs EWM/CLP AIS Control for Golden Lake 2024-2026	**Entity ID#:**	**CFDA #**	**State ID #** 370.678
Start and End Date of Grant From March 15, 2024 Through December 31, 2026	**Name of Program** AIS SMALL SCALE POPULATION MANAGEMENT		

Project Scope

The Golden Lake Association is sponsoring a project to reduce the population of Eurasian water milfoil, hybrid water milfoil and curly leaf pondweed in Golden Lake.

Activities: 1) DASH removal of EWM, hybrid milfoil, CLP in the DNR designated sensitive area; 2) Hand pulling of EWM, hybrid milfoil and CLP in shallow bays using Scuba Divers; 3) conduct presence/absence surveys for EWM, hybrid milfoil and CLP in 2024 and 2025; 4) conduct a full P/I survey in 2026.

Deliverables: 1) Excel spreadsheets from each of the three plant surveys; 2) a final report analyzing the data with tables and maps; 3) Annual reports summarizing the management activities performed each year.

Conditions: 1) Point intercept surveys shall follow Recommended Baseline Monitoring of Aquatic Plants in Wisconsin: Sampling Design, Field and Laboratory Procedures, Data Entry and Analysis, and Applications, publication number PUB-SS-1068. Submit electronic point intercept data to this email address: DNRBaselineAquaticPlants@wisconsin.gov 2) Provide DNR Biologist with draft version of the final report for review. 3) Provide progress report to DNR Biologist with each reimbursement request.

This scope summarizes details provided in the application and does not negate tasks and/or deliverables described therein. Data, reports, surveys, and supporting information, including photos, maps and GIS data, must be submitted to the DNR Biologist in electronic format and in any other format they specify.

If a consultant provides a final report, it is recommended that the Grantee provide the DNR Biologist with a draft for comment on report adequacy prior to making a final payment to the consultant. Include electronic copy of the final report along with or prior to submission of grantee's final payment request.

WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONTACT:
Chrissy Kozik, Environmental Grant Specialist, (414) 897-5776, Christine.Kozik@wisconsin.gov
Heidi Bunk, Water Resources Mgmt Specialist, (262) 719-0814, Heidi.Bunk@Wisconsin.gov

PROJECT FINANCIAL ASSISTANCE SUMMARY:

Total Project Cost	$66,670.00
Cost Share Percentage	75%
Grant Award	$50,000.00
Grantee Share	$16,670.00
Advance Payment	$12,500.00

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

1. *Chapter NR 193, Wisconsin Administrative Code*
2. *Surface Water Grant Application Form #8700-284 and all attachments.*

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. Sponsor's failure to comply with the terms of this agreement may, at the Department's discretion, result in the suspension of all obligations of the State. The Department shall provide written notice of the suspension to the Sponsor, which shall be effective immediately unless otherwise noted. If suspended, the Department may still provide assistance to Sponsor under this agreement to settle at minimum cost any irrevocable obligations properly incurred.

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 provisions of Wisconsin Statutes and Administrative Code 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 and all of its 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-approve 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 $50,000.00, 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 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:

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.

2. Point Intercept surveys shall be conducted according to: Baseline Monitoring of Aquatic Plants in Wisconsin: Sampling Design, Field and Laboratory Procedures, Data Entry and Analysis Lakes, Publication number PUB-SS-1068 2010.

☐ **Check here if you request advance payment totaling $12,500.00**

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 ***By***

(Signature)

Jim Ritchie, Director
Bureau of Community Financial Assistance

(Title)

3/5/2024

(Date) ***(Date)***