

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



August 15, 2012

► REQUIRES IMMEDIATE ACTION ◀
Lake Protection
Grant# LPT-444-13
Grant Amount: \$100,000.00

Brian Christianson, Chairman
Rock-Koshkonong Lake District
374 Samuelson Dr.
Edgerton, WI 53534

Dear Mr. Christianson:

Congratulations! On behalf of the Governor, we are pleased to announce the following project is approved for funding under Wisconsin's Lake Protection Grant Program: *Lake Koshkonong/Mud Lake Wetland Restoration*

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 Sandy Chancellor, your regional Environmental Grant Specialist, at 3911 Fish Hatchery Rd, Fitchburg, WI 53711. 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 September 1, 2012 through December 31, 2013. If you can't complete your project within this time period, please request an extension from Susan Graham, your Regional Lake Coordinator at 608-275-3329, or Sandy Chancellor at 608-275-7760. 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 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 your grant includes water quality sampling, paid directly to the State Lab of Hygiene, the advance will be reduced by the total amount of State Lab sampling. **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.

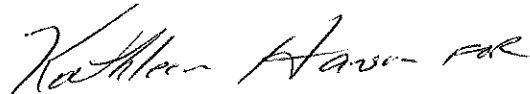
The State withholds 10% of the State Cost Share for final reimbursement following approval of the final report. Instructions and forms for the financial administration of the project are enclosed. Please submit your final report and final billing to Susan Graham at 3911 Fish Hatchery Rd, Fitchburg, WI 53711. Please write the project number (LPT-444-13) on all billing material submitted.

Advance or Reimbursement Check: Your advance or reimbursement check will be mailed to Rock-Koshkonong Lake District, Brian Christianson, 374 Samuelson Dr, Edgerton, WI 53534. This is the check recipient that appears in our records.

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 Susan Graham or Sandy Chancellor.

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,

A handwritten signature in cursive script, appearing to read "Mary Rose Teves".

Mary Rose Teves, Director
Bureau of Community Financial Assistance

C: Susan Graham – SCR
Sandy Chancellor – SCR

Sponsor Rock-Koshkonong Lake District	Project Number LPT-444-13								
Project Title Lake Koshkonong/Mud Lake Wetland Restoration									
Period Covered by This Agreement September 1, 2012 through December 31, 2013	Name of Program Lake Protection Program								
Project Scope and Description of Project <p>The Rock Koshkonong Lake District will use dredge spoils from a nearby location on the lake to re-create an eroded barrier of land that protects the Mud Lake wetland from the main lake's wave action, arm the barrier with riprap, and re-create a wetland behind the barrier. This restored wetland is the subject of the grant, as well as the Mud Lake wetland complex which is being protected. Another facet of protecting the Mud Lake wetland from carp congregating there, the District will also build a navigation-friendly carp barrier between the lake and the wetland. In the spring, without such a barrier, carp migrate in great numbers into Mud Lake, creating disturbance to aquatic plants and displacing other fish spawning.</p> <p>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.</p>									
Final Report Obligation: Final report deliverables help us ensure that the grant has been satisfactorily completed, and that state dollars are being spent wisely. Every deliverable, no matter how minor, must be completed in order to receive full reimbursement for the state share of costs. Ranking questions used to obtain this award, and specific deliverables mentioned in your grant description, constitute final report deliverables. If any deliverable is not adequately provided in the final report, only partial reimbursement, at the department's discretion, will be made. The only exception will be if there is a well-justified and department-approved scope amendment. If you have any question about what a specific ranking question or other deliverable means, please contact your lake coordinator BEFORE you sign this agreement.									
PROJECT COSTS:	<i>The following documents are hereby incorporated into and made part of this agreement:</i>								
<table border="0"> <tr> <td>Total Cost</td> <td style="text-align: right;"><u>\$219,600.00</u></td> </tr> <tr> <td>Fund Support</td> <td style="text-align: right;"><u>Up to 75%</u></td> </tr> <tr> <td>State Aid Amount</td> <td style="text-align: right;"><u>\$100,000.00</u></td> </tr> <tr> <td>Sponsor Share</td> <td style="text-align: right;"><u>\$119,600.00</u></td> </tr> </table>	Total Cost	<u>\$219,600.00</u>	Fund Support	<u>Up to 75%</u>	State Aid Amount	<u>\$100,000.00</u>	Sponsor Share	<u>\$119,600.00</u>	<ol style="list-style-type: none"> 1. Chapter NR 191, Wisconsin Administrative Code 2. Lake Management Grant Application (Form 8700-283 and all attachments)
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Fund Support	<u>Up to 75%</u>								
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Sponsor Share	<u>\$119,600.00</u>								

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Lake Protection project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached hereto and made a part hereof.
2. The Department hereby promises, in consideration of the covenants and agreements made by the Sponsor herein, to obligate to the Sponsor the amount of \$100,000.00, 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 eligible project costs. 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.
3. The Sponsor agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement.
4. 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 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. 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.
5. 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 and scope changes to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Data and information acquired as part of the project shall be reported to the Department in the format specified by the Department's regional contact.
12. 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.
13. Accounting for project funds shall conform to generally accepted accounting principles and practices, and shall be recorded by the Sponsor in a separate account. All financial records, including invoices and canceled checks, that support all project costs claimed by the Sponsor, shall be kept and made available for inspection for 3 years after final payment.

- 14. Final reimbursement claims must be submitted within six (6) months from the project end date. The Sponsor 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 Sponsor is seeking reimbursement and documentation for the costs being claimed.
- 15. The Grantee must comply with all applicable local and state contract and bidding requirements.
- 16. Return original agreement signed by the authorized official within 30 days of the date signed by the DNR representative below.

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**

By _____
(Signature)

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

(Title)

(Date)

8-15-12
(Date)