

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

Tony Evers, Governor
Adam N. Payne, Secretary
Telephone 608-267-7556
Toll Free 1-888-936-7463
TTY Access via relay - 711



March 6, 2023

► **REQUIRES IMMEDIATE ACTION** ◀

Urban Forestry
Grant# 23UF1574
Grant Amount: \$25,000.00

Mr. John Neumeier
Director Of Public Works
City Of Kaukauna
144 W 2nd Street
Kaukauna, WI 54130

Dear Mr. Neumeier:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: **ASH TREE REMOVAL & REFORESTATION**

Please review and print the agreement. Return the original signed and dated by the **Authorized Representative**, within **10 business days of this letter's date**, to:

Mail hard copies:

Wisconsin Department of Natural Resources
Urban Forestry Grants
518 W. Somo Ave
Tomahawk, WI 54487

Scan and Email:

Scan the signed agreement and attach to an email addressed to
DNRUrbanForestryGrants@wisconsin.gov

Contacts:

Nicolle Spafford, Program Specialist
715-896-7099

Keep a copy for your file.

Funds will be encumbered when the signed agreement is returned. Please read the items checked below. They apply to your project and grant award.

☒ **Grant Award Time Period: March 6, 2023 through December 31, 2024.** All project activities must occur within this time period to be eligible. Do not incur costs prior to the Grant Award Start Date, regardless of the date on which this grant agreement is signed.

☒ **Changes to the approved project scope, time period, and/or budget** may not be made without prior approval from the Department.

☒ **An interim report of the project's activities will be due within 6 months of the Grant Award Start Date. A final report of the project's activities will be due within 90 days of grant expiration. Send the report to your Regional Urban Forestry Coordinator, Tracy Salisbury, DNR – 2984 Shawano Avenue, Green Bay, WI 54313-6727.**~

☒ Please check your local procedures to insure you comply with all applicable state laws regarding competitive bidding and awarding. If you have any questions regarding bidding and/or awarding procedures, contact your organization's or agency's attorney for advice. The [Procurement Guide for Local Governments Receiving Grants \(State or Federal\) from the Wisconsin Department of Natural Resources](#) explains the department's general bidding and contracting standards for grant projects.

Please note that any construction work or work performed by a consultant or other service provider totaling \$25,000 or more requires a written contract. The contract should specify the financial terms, contract duration and services to be rendered. The regional urban forestry coordinator should review the contract prior to signing. A copy of the contract should be submitted with or before the final report.

Instructions and forms for the financial administration of the project are located in the *2023 Recordkeeping & Reimbursement Guide* and available at: dnr.wi.gov keyword: UF Grant. Submit the final reimbursement information as soon as possible, or no later than **March 31, 2025**. If you charge equipment usage to the grant, refer to the "DOT 2023 Classified Equipment Rates" (will be available in January) to establish the eligible rate or estimated life of the equipment.

Actual fringe benefits, not to exceed the rate established annually by the Department of Administration (DOA), are eligible as part of the sponsor's labor costs. For 2023 grant projects, the DOA maximum fringe benefit rate is 47.66 percent. Fringe benefits may include employee insurance, retirement plans, Social Security contributions, Worker Compensation Insurance, etc.

If you are considering the use of a consultant, please review this online reference: "[Guidelines for Working with Consultants on Urban Forestry Grant Projects](#)". These guidelines may assist you in your work with consultants.

There may be other enclosures depending on the conditions listed in this grant agreement. **Read the special conditions carefully.** If you have questions about the grant agreement, contact Nicolle Spafford, Urban Forestry Grants Specialist. For questions about the details of your project, contact your Urban Forestry Coordinator.

The Department of Natural Resources is pleased to participate with you in this urban forestry project.

Sincerely,



Carmen Hardin
Bureau Director of Applied Forestry

Enclosure(s)

C: Tracy Salisbury – DNR Urban Forestry Coordinator, Green Bay

GRANT CONDITIONS

NOTICE: Collection of this information is authorized under s. 26.145, Wis. Stats., and chapter NR 47, subchapters I and VIII, Wis. Admin. Code. Personally identifiable information will be used for managing grants and is not intended to be used for other purposes.

Sponsor	Project Number
City of Kaukauna	23UF1574
Project Title	

ASH TREE REMOVAL & REFORESTATION

Period Covered by This Agreement	Name of Program
March 6, 2023 through December 31, 2024	Urban Forestry Grant Program

Project Scope and Description of Project

The City Of Kaukauna shall participate in the Urban Forestry Grant Program by providing the following items as described in the project application.

Project Description: This project is to continue the removal of hazardous and damaged ash trees in parks and public spaces due to emerald ash borer beetle. We will also use funds to replant a variety of species in city park and open spaces. The majority of the work will be completed by City of Kaukauna staff; including evaluating ash trees for EAB damage, cutting down damaged trees/limbs, hauling of large debris, chipping of brush, and replanting of new varied species to help rebuild the canopy. Work that may need to be completed by contractors includes stump grinding. Purchased materials will include the new trees and replacement saws and chains.

Scope Details:

Tree Maint, Planting
Tree Maint, Removal

Project Cost:	The following documents are hereby incorporated into and made part of this agreement:								
<table> <tr> <td>Total Cost</td><td style="text-align: right;">\$67,870.00</td></tr> <tr> <td>Fund Support</td><td style="text-align: right;">50%</td></tr> <tr> <td>State Aid Amount</td><td style="text-align: right;">\$25,000.00</td></tr> <tr> <td>Sponsor Share</td><td style="text-align: right;">\$42,870.00</td></tr> </table>	Total Cost	\$67,870.00	Fund Support	50%	State Aid Amount	\$25,000.00	Sponsor Share	\$42,870.00	<ol style="list-style-type: none"> Chapter NR 47, Subchapters I and V, Wisconsin Administrative Code Urban Forestry Grant Application and attachments dated October 3, 2022
Total Cost	\$67,870.00								
Fund Support	50%								
State Aid Amount	\$25,000.00								
Sponsor Share	\$42,870.00								

A. GENERAL CONDITIONS

1. **PERFORMANCE.** The State of Wisconsin Department of Natural Resources (hereafter DEPARTMENT) and the City Of Kaukauna (hereafter PROJECT SPONSOR) mutually agree to perform this agreement in accordance with the Urban Forestry Grant Program and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances attached hereto and made a part hereof.
2. **INDEPENDENT CONTRACTOR.** The PROJECT SPONSOR is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.
3. **ENTIRE GRANT AGREEMENT.** 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.
4. **GRANT AGREEMENT AMENDMENTS.** Any cost adjustments must be made by a written amendment to this agreement, signed by both parties, prior to the expenditure of funds or the termination date of the agreement. Adjustments for time of performance or scope of work may be granted to the PROJECT SPONSOR by the DEPARTMENT in writing without the requirements of PROJECT SPONSOR's signature.
5. **SUSPENSION OF OBLIGATIONS.** Failure by the PROJECT 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 PROJECT SPONSOR. In such cases, 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.
6. **AFFIRMATIVE ACTION PLAN.** If this agreement is for an amount of at least twenty-five thousand dollars (\$25,000), the PROJECT SPONSOR agrees to submit a written affirmative action plan to the DEPARTMENT within 15 business days after the Agreement commences if an acceptable plan is not already on file with the State of Wisconsin. (PROJECT SPONSORS with an annual work force of fewer than twenty-five (25) employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the termination of this agreement by the DEPARTMENT or withholding of payment.
7. **The PROJECT SPONSOR agrees:**
 - a. **OFFER ACCEPTANCE.** To notify the DEPARTMENT, in writing, of acceptance of this offer by delivering to the Urban Forestry Grant Coordinator one original agreement duly signed by the authorized representative. Once signed, the agreement is binding.
 - b. **DECLINING OFFER.** To notify the DEPARTMENT, in writing, of its decision to decline this offer of financial assistance 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 terminated, modified, or amended only by mutual agreement of both parties in writing.
 - c. **EXECUTION OF AGREEMENT.** To execute the project described in the grant agreement in accordance with this agreement in consideration of the promises made by the DEPARTMENT herein.
 - d. **APPLICABLE LAW.** To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes in fulfilling the terms of this agreement.
 - e. **BIDDING.** To comply with all applicable local and state contract and bidding requirements. The PROJECT SPONSOR should consult its legal counsel with questions concerning contracts and bidding. The PROJECT SPONSOR may obtain the following document from the DEPARTMENT by calling the grant manager associated with this grant agreement: *Procurement Guide for Local Governments Receiving DNR Grants*.
 - f. **ACCOUNTING AND FISCAL RECORDS; RECORDS RETENTION; ACCESS.** To comply with the Urban Forestry grant program procedures, a copy of which is attached hereto and made a part hereof.

Accounting and fiscal records shall be maintained to reflect the receipt and expenditure of all funds used for this project. If an advance is provided, all grant funds shall be credited promptly upon receipt in a separate account. These funds shall be expended only for project costs. Accounts, documents, and records related to this project shall be retained by the PROJECT SPONSOR for a period of three (3) years following the end of this agreement. The PROJECT SPONSOR agrees to allow the DEPARTMENT access to these records upon request.

- g. **INDEMNIFICATION.** 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 PROJECT SPONSOR's employees, agents or representatives.
- h. **REPAYMENT; TERMINATION.** To reimburse the DEPARTMENT any and all funds the DEPARTMENT deems appropriate in the event the PROJECT 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 PROJECT SPONSOR 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. Upon notification of grant termination, any grant advance or payment not substantiated by documentation shall be immediately returned to the DEPARTMENT by the PROJECT SPONSOR.
- i. **NON-DISCRIMINATION.** 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, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., 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 PROJECT SPONSOR further agrees to take affirmative action to ensure equal employment opportunities. The PROJECT SPONSOR agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the termination of this Agreement or withholding of payment.

8. The DEPARTMENT agrees:

- a. **GRANT ENCUMBRANCE AND PAYMENT.** In consideration of the covenants and agreements made by the PROJECT SPONSOR herein, to obligate for the PROJECT SPONSOR the amount listed as the State Aid Amount on the first page of this agreement and to tender to the PROJECT SPONSOR that portion of the obligation which is required to pay the DEPARTMENT's share of the costs based upon the state providing 50 percent of the eligible project costs not to exceed a maximum of \$25,000.00.
- b. **INDEPENDENT CONTRACTOR.** That the PROJECT 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 ensuring that the performance is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the PROJECT SPONSOR or the PROJECT SPONSOR's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the PROJECT SPONSOR's employees or agents.
- c. **ACCESS TO RECORDS.** To retain its right to examine all accounts, documents, and records of the PROJECT SPONSOR as they relate to this agreement.
- d. **TERMINATION.** To reserve its right to terminate this agreement for failure by the PROJECT SPONSOR to comply with any provision of this agreement.

B. SPECIAL CONDITIONS

1. The PROJECT SPONSOR agrees to sign and return the grant agreement **within 10 business days** of receipt of this agreement.
2. The PROJECT SPONSOR agrees that it will charge only the actual fringe benefits eligible, not to exceed the rate established annually by the Department of Administration (DOA), as part of the sponsor's labor costs. For 2023 grant projects, the DOA maximum fringe benefit rate is 47.66 percent. Fringe benefits may include employee insurance, retirement plans, Social Security contributions, Worker Compensation Insurance, etc.
3. The PROJECT SPONSOR agrees to use the "DOT 2023 Classified Equipment Rates" to establish the eligible rate or estimated life of the equipment for any equipment usage charged to the grant.
4. The PROJECT SPONSOR agrees to provide to the DEPARTMENT for review **within 6 months of project commencement**, an interim report to contain details of progress, findings, problems and other information regarding the status of the project.
5. The PROJECT SPONSOR agrees to provide to the DEPARTMENT for review **within 90 days of grant expiration** a final project summary to include:
 - a. Documentation of all project activities during the grant period
 - b. Documentation and justification of all project modifications
 - c. Documentation of all public information and educational activities which were conducted
 - d. Conclusions and results
 - e. An appendix that includes all references and supporting documents for the final report. (A summary of any/all applicable state and federal laws and regulations shall also be made part of the appendix.)
6. No funds from other state or federal sources may be used to match this grant except that community development block grants may be used to match urban forestry grants only when it can be demonstrated to the DEPARTMENT's satisfaction that there is a local commitment to, and involvement in, the project.
7. Please note that any construction work or work performed by a consultant or other service provider totaling \$25,000 or more requires a written contract. The contract should specify the financial terms, contract duration and services to be rendered. The Urban Forestry Coordinator should review the contract prior to signing. A copy of the contract should be submitted with the reimbursement materials for the grant.
8. Prior to any combination of pruning, removal and/or treatment, the PROJECT SPONSOR agrees to provide to the DEPARTMENT, for review and approval, a plan that includes specifications and either site map(s) or a list of the trees to be pruned, removed and/or treated.
9. All tree care operations shall meet standards established in all parts of the most current editions of ANSI A300 American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices and ANSI Z133.1 American National Standard for Tree Care Operations - Pruning, Trimming, Repairing, Injections, Maintaining and Removing Trees and Cutting Brush - Safety Requirements.
10. Prior to tree ordering, the PROJECT SPONSOR agrees to provide to the DEPARTMENT, for review and approval, a planting plan, to include planting specifications, site map(s), and species list.
11. Planting methods and overall care and maintenance shall conform to the most current version of Developing Tree Purchase and Planting Specifications for Bid published by the Wisconsin Department of Natural Resources Forestry Program. Any deviations from these specifications must have prior approval by the DNR urban forestry coordinator. Planting component may be inspected and approved by the DNR urban forestry staff to the above specifications.
12. Nursery stock shall meet standards established in the most current edition of ANSI Z60.1 American Standard for Nursery Stock.

13. Nursery stock must be obtained from a dealer or grower licensed by the Wisconsin Department of Agriculture, Trade, and Consumer Protection (WDATCP) in accordance with Wisconsin Statutes 94.10, or from a dealer or grower licensed or certified by the state where the nursery is located.
14. The PROJECT SPONSOR shall provide maintenance on trees for a minimum of three years following planting.
15. The PROJECT SPONSOR's Planting Plan is not to involve overrepresented genera including, but not limited to, maples. Overrepresented genera are those that comprise 10 percent or more of the PROJECT SPONSOR's community urban tree canopy, based on the PROJECT SPONSOR's tree inventory data or data available from the DEPARTMENT. Any exceptions must be pre-approved by DNR urban forestry staff.

City Of Kaukauna
Urban Forestry Grant Number: 23UF1574
Grant Award: \$25,000.00

The person 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.

FOR THE SPONSOR

By _____
(Signature)

DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
(Title)

MARCH 6, 2023
(Date Signed)

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

By _____
Carmen Hardin, Director
Bureau Director of Applied Forestry

March 6, 2023
(Date Signed)

