



December 17, 2019

► REQUIRES IMMEDIATE ACTION ◀
Urban Nonpoint Source & Stormwater Mgt
Grant# USP45201Y20
Grant Amount: \$75,000.00

Sue Olson, Project Engineer
 City of Appleton
 100 N Appleton Street
 Appleton, WI 54911

Dear Ms Olson:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *City of Appleton Citywide Stormwater Management Plan*.

This grant, and any reimbursements made under it, is governed by very specific statute and administrative code provisions. Accordingly, please read the grant documents thoroughly, paying particular attention to the Scope and Conditions sections for eligibility, grantee requirements and reimbursement provisions. There are also a number of activities where you must obtain prior departmental review and authorization before proceeding; *please see Conditions section of your grant agreement*. You are obligated to submit a Final Report with your final reimbursement request for the projects completed under this grant; products developed under the grant are a required component.

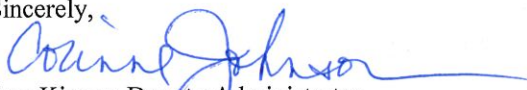
In late January/early February 2020, DNR and UW-Extension will hold a grant administration webinar to provide information about seeking reimbursement from DNR, amending your grant, completing the final report, etc. All grantees receiving CY 2020 grant awards must attend the webinar or view the webinar recording prior to submitting the first reimbursement request for their grant. An invitation to the webinar will be sent to you soon. Stay tuned for details!

To accept this grant, please review the agreement and transmit a copy signed by the authorized government official, along with the completed *Grantee Contact Page*, as well as evidence that your community has committed the necessary funding for the local share, to the Bureau of Community Financial Assistance using one of the return methods below.

Via E-mail:	Via US Postal Service:
DNRCFANONPOINTGRANTS@wisconsin.gov	Nonpoint Source Program Grant Manager Bureau of Community Financial Assistance Wisconsin DNR P. O. Box 7921 Madison, WI 53707-7921

Please review this grant thoroughly and if you have any questions, contact your Regional Nonpoint Source Coordinator Eric Evensen at (920) 240-5058. 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. Thank you for your continued cooperation with Wisconsin's Runoff Management Program.

Sincerely,

for 
 Ann Kipper, Deputy Administrator
 External Services Division

Enclosure(s)

C (e-copy): Eric Evensen, Regional Nonpoint Source Coordinator, DNR Northeast Region
 Corinne Johnson, Nonpoint Source Program Grant Manager, CF/2

PROJECT CONTACT PAGE

INSTRUCTIONS: In the spaces below, insert contact information for the person **most directly involved** with this particular project. The Department will contact the person named for all matters related to this project.

Grant No.	USP45201Y20
Governmental Unit	City Of Appleton
Project Contact Name	Sue Olson
Project Contact Title	Project Engineer
Project Contact Mailing Address	100 N. Appleton Street
	Appleton, WI 54911
Project Contact Phone Number (direct):	(920) 832-6473 Extension: —
Project Contact E-Mail Address:	sue.olson@appleton.org

Address to which reimbursement checks should be sent if different than contact information above:

Name	Jeri Ohman
Title	Deputy Director of Finance
Mailing Address	100 N. Appleton St., Appleton, WI 54911
Phone Number (direct):	(920) 832-5742 Extension:
E-Mail Address:	jeri.ohman@appleton.org

If information provided on this page -- or any information in Part 1 of this grant agreement -- should change during the Grant Period, please provide that information to DNR Nonpoint Source Program Grant Manager and the DNR Regional Nonpoint Source Coordinator.

Please complete this Contact Page and transmit with the signed grant agreement using one of the return methods below (E-mail is preferred).

Via E-mail:	Via US Postal Service:
DNRCFANONPOINTGRANTS@wisconsin.gov	Nonpoint Source Program Grant Manager Bureau of Community Financial Assistance Wisconsin DNR P. O. Box 7921 Madison, WI 53707-7921

Thank you very much.

Staff of DNR Nonpoint Source Grant Program

-- PLANNING GRANT AGREEMENT --

Form 8700-327 (rev. DEC 2019)

Notice: By signing this agreement, the grantee indicates concurrence with the conditions of this agreement, authorized under ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155 and 216. This agreement must be signed and returned to the address above within 30 days so that funds will be reserved for this project. Failure to return a signed agreement will result in denial of grant funds. 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.].

PART 1. GRANT ADMINISTRATION INFORMATION

Grant Number USP45201Y20	Grant Award Date December 18, 2019		
Grantee (Unit of Government) City of Appleton			Total Grant Amount \$75,000
Project Name City of Appleton Citywide Stormwater Management Plan		Grant Period From December 18, 2019 Through December 31, 2021	
Authorized Government Official Paula Vandehey, Director of Public Works		Grantee Contact Sue Olson, Project Engineer	
Government Official Address 100 N Appleton Street		Contact's E-mail Address SUE.OLSON@APPLETON.ORG	
City, ZIP Code, County Appleton, 54911, Outagamie County		Contact's Telephone Number (920) 832-6473 Fax No. (920) 832-6489	
Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address Eric Evensen, (920) 240-5058, Eric.Evensen@Wisconsin.gov			DNR Region Northeast Region

PART 2. ELIGIBLE COST-SHARE BUDGET DATA

Note: Line items cannot be exceeded without approval in advance from the DNR.

Budget Line Item Description	State Cost-Share Amount	Cost-Share Percentage
1. Urban Stormwater/Erosion Plan – BMP U8	\$73,612.00	41.3%
2. Stormwater/Erosion Control Ordinances – BMP U12	\$1,388.00	41.3%
Total Maximum Grant Amount	\$75,000.00	

PART 3. PURPOSE AND SCOPE

This grant provides cost-share funding and authorizes reimbursement by the DEPARTMENT for the above-named project as described in the grant application submitted for the grant period in Part 1 above. Reimbursements may be made for work performed and expenses incurred for the following eligible local assistance activities to address storm water management under chs. NR 151 and NR 216, Wis. Adm. Code, or Total Maximum Daily Load goals.

Storm water planning activities will be undertaken by the municipality and will result in the following products per the grant application: develop post-construction storm water management ordinance for new and re-development; and develop storm water quality management plan for meeting developed urban area performance standards.

PART 4. CONDITIONS

A. General Conditions:

- A.1. The Wisconsin Department of Natural Resources (DEPARTMENT) and the GRANTEE identified in Part 1 above mutually agree to perform this agreement in accordance with the Urban Nonpoint Source Water Pollution Abatement and Storm Water Management Grant Program and ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155, and 216, Wis. Adm. Code, and 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.
- A.2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or covenants pertaining to this agreement are superseded. Any revisions to this agreement must be made by written amendment, signed by both parties, prior to the termination date of this agreement, whether

for changes in scope, grant period, or cost. Requests to extend the grant period must be made 45 days or more before the end of the grant period in Part 1.

- A.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 reimbursement under this agreement, at the DEPARTMENT's discretion.
- A.4. Eligibility for cost-sharing reimbursement is governed by the provisions of ch. NR 155, Wis. Adm. Code. Cost-share rates and applicability may be further limited by departmental contract approval(s), which may restrict the cost-share amount due to the eligibility requirements of the statute and codes.
- A.5. The amount listed in Part 2 above is the maximum amount the DEPARTMENT may reimburse under this agreement.
- A.6. The GRANTEE:
1. Agrees to comply with all applicable Federal, Wisconsin, and local laws in fulfilling the terms of this agreement. In particular, GRANTEE agrees to comply with all applicable local and state contract and bidding requirements. GRANTEE should consult its legal counsel with questions concerning contracts and bidding. For assistance, GRANTEE may consult Procurement Guide for Local Governments Receiving DNR Grants.
 2. Promises, in consideration of the promises made by the DEPARTMENT, to execute the project described in accordance with this agreement.
 3. 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.
 4. Agrees that its employees or agents are not employees or agents of the DEPARTMENT for any purpose, including Worker's Compensation.
 5. 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.
 6. Agrees to reimburse the DEPARTMENT of 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 described 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.
 7. 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., 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 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.

8. Agrees that accounting for project funds shall conform to generally accepted accounting principles and practices, and that GRANTEE shall maintain a financial management system, separate from all other GRANTEE activities, for this agreement.
9. Agrees to comply with the cost containment and procurement procedures in the applicable administrative codes governing this agreement.
10. Agrees that all contracts or scope of service agreements related to this grant-funded project must obtain prior approval of the DEPARTMENT Regional Nonpoint Source Coordinator for this grant, with respect to reimbursement eligibility and conformity with standards and storm water permitting requirements.
11. Agrees to retain and make available to the DEPARTMENT for inspection all fiscal records, including invoices and canceled checks, that support all project costs claimed by the GRANTEE, for three years from the date of final payment by the DEPARTMENT or three years after the end of the Grant period, whichever is later, or for a longer period if required by the DEPARTMENT for audit purposes.
12. Agrees to complete and submit project progress reports to the DEPARTMENT Regional Nonpoint Source Coordinator identified in Part 1 of this agreement with each request for partial grant reimbursement.
13. Agrees, within 60 days of the grant expiration date, to complete and submit a Final Report Form (Form # 3400-189P), including copies of grant deliverables, and final request for grant reimbursement to the DEPARTMENT's Regional Nonpoint Source Coordinator for review and approval.
14. Agrees that reimbursements may only be made for work performed, and expenses incurred, during the grant period as specified in Part 1 above.
15. Agrees to comply with annual Single Audit requirement, at its own expense, if combined total state and federal grant awards received by the GRANTEE from all sources is \$750,000 or more during the calendar year. Annual Single Audit requirements are specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (referred to as Uniform Guidance) and the Wisconsin 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 the Wisconsin Department of Administration (DOA), State Controller's Office.
16. Should consider following methods for controlling, transporting and disposing of aquatic invasive plants and animals and water in which they may be contained, as described in the DEPARTMENT's Manual Code 9183.1 *Boat, Gear, and Equipment Decontamination and Disinfection* and available on the DEPARTMENT's website at: <http://dnr.wi.gov/topic/invasives/disinfection.html>.

A.7. The DEPARTMENT:

1. Promises, in consideration of the covenants and agreements made by the GRANTEE, to obligate for the GRANTEE the amount identified in Part 2 above and to tender to the GRANTEE that portion of the obligation that is required to pay the DEPARTMENT's share of the costs based on the cost-share percentage listed in Part 2 above for eligible project work performed and expenses incurred during the grant period noted in Part 1 above.
2. 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 reserves the right only to ensure that the project 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 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.

- 3. Shall reimburse the grantee at a rate of one-half the cost-share rate stipulated in Part 2 above until completed product(s) is submitted to, and approved by, the DEPARTMENT and the DEPARTMENT has approved the project's Final Report.
- 4. Shall reimburse costs incurred for completed grant project deliverables at amounts not to exceed those itemized for each grant deliverable in the DEPARTMENT's professional service agreement approval letter(s).

B – Special Condition

Environmental and Natural Heritage Concerns. Research and findings must include at least preliminary determinations on the potential for environmental hazards, cultural, historical, endangered and threatened resources, along with the potential for wetland and Chapter 30 conflicts, within the areas of prospective structural practice installations.

FOR THE GRANTEE
By:

Authorized Government Official

Title

Date Signed

FOR THE STATE OF WISCONSIN
By:

Ann Kipper

for Ann Kipper, Deputy Administrator
External Services Division

12/17/19

Date Signed

(Printed Name, If Different Than Authorized Government Official on P.1)

When returning the signed grant, you must also include evidence of your community's local share of the grant project costs – such as a copy showing its inclusion in the municipal budget, or other evidence that the community has, in fact, committed the necessary funding to complete the project.