



8348 County Road T
Larsen, WI 54947

March 8th, 2016

Nonpoint Grant Manager
Mary Teves, Director
Bureau of Community Financial Assistance
Wisconsin DNR
P.O. Box 7921
Madison, WI 53707-7921

Re: Grant Number USP71006Y16

Dear Ms. Teves:

Enclosed please find the Planning Grant Agreement which I have completed.

If you have any further questions please feel free to call me. Thank you.

Sincerely,

Richard Johnston
Administrator
Encl.

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.	USP71006Y16
Governmental Unit	Town Of Clayton
Project Contact Name	RICHARD JOHNSTON
Project Contact Title	TOWN ADMINISTRATOR
Project Contact Mailing Address	8348 CTIZ "T" LANSSEN, WI 54947
Project Contact Phone Number (direct):	(920) 836-2007 Extension:
Project Contact E-Mail Address:	TOC ADMIN @ NEW. RR. COM

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

Name	TORI STRAW
Title	TOWN TREASURER
Mailing Address	8348 CTIZ "T" LANSSEN, WI 54947
Phone Number (direct):	(920) 836-2007 Extension:
E-Mail Address:	TOC @ NEW. RR. COM

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 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. (Email is preferred.)

Via E-mail:	Via US Postal Service:
DNRCFANONPOINTGRANTS@wisconsin.gov	Nonpoint 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. Feb 2016)

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 USP-USP71006Y16	Grant Award Date January 1, 2016		
Grantee (Unit of Government) Town Of Clayton			Total Grant Amount \$26,840
Project Name Clayton CY2015/16 MS4 Planning Grant		Grant Period From January 1, 2016 Through December 31, 2017	
Authorized Government Official Richard Johnston, Administrator		Grantee Contact Richard Johnston, Administrator	
Government Official Address 8348 County Rd T		Contact's E-mail Address TOCAAdmin@new.rr.com	
City, ZIP Code, County Larsen, 54947 Winnebago County		Contact's Telephone Number (920)836-2007	
Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address Erin E. Hanson, (920)662-5419, ErinE.Hanson@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.

	State Cost-Share Amount		
1. Project Cost-Share Reimbursements for:			
a. Storm Water Planning Products	\$26,840.00		
		Cost-share Percentage	
		for this grant:	44 %
2. Total Maximum Grant Amount	\$26,840.00		

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: new construction erosion control ordinance, updated storm water ordinance for new development and re-development, updated low impact development/conservation subdivision ordinance, new ordinances that affect runoff from the developed urban area, updated ordinances that affect runoff from the developed urban area, updated storm water financing mechanism, new storm water management plan for the developed urban area, and new storm water management plan for new development.

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 submit project progress reports to the DEPARTMENT Regional Nonpoint Source Coordinator identified in Part 1 of this agreement. Draft documents and associated electronic files (e.g., storm water plans, modeling files, GIS mapping files, etc.) developed under the grant shall be submitted at least 60 days prior to the grant expiration date, or by an alternative date approved by the Regional Nonpoint Source Coordinator.
13. Agrees to submit a final report within 60 days of the end of the grant period to the DNR's Regional Nonpoint Source Coordinator detailing results obtained and providing copies of products developed under the Grant. Use this link to access the Final Report materials: <http://dnr.wi.gov/Aid/UrbanNonpoint.html>.
14. Agrees that reimbursements may only be made for work performed, and expenses incurred, during the Grant Period as specified in Part 1 above. Grant reimbursements for the documented eligible expenses incurred and paid by the grantee shall not exceed the individual line item amounts and will be calculated at the cost-share percentage in Part 2 of this grant. Reimbursements may not exceed the eligible contract prices approved by the DEPARTMENT times the cost-share rate. Reimbursement request(s) must be submitted to the DEPARTMENT Regional Nonpoint Source Coordinator listed in Part 1 above at the address identified and must be accompanied by payment documentation, consisting of consultant/contractor invoices with check nos. and dates paid.

The DEPARTMENT will not issue final reimbursement to the GRANTEE unless GRANTEE has submitted Final Report and Final Report has been approved by the DEPARTMENT's Regional Nonpoint Source Coordinator.

Total reimbursements may be limited by: inclusion of ineligible items within the project activities and the grantee's request for a lesser cost-share rate than the maximum allowable state rate.

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.

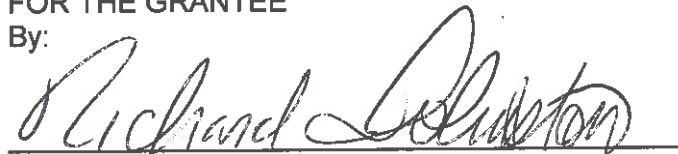
- 2. Agrees that the GRANTEE shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The DEPARTMENT reserves the right only to ensure that the project is progressing or has been completed in 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.

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

TOWN ADMINISTRATOR

Title

03/07/2016

Date Signed

FOR THE STATE OF WISCONSIN

By



Mary Rose Teves, Director
Bureau of Community Financial Assistance

February 26, 2016

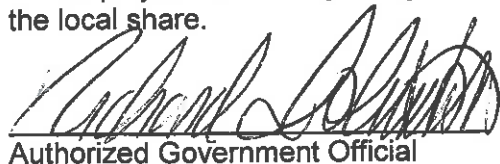
Date Signed

(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. Alternatively, you may certify that commitment below.

Certification provided as an alternative to evidence of local share:

I, the undersigned, hereby certify and attest that the GRANTEE has incorporated the "local share" of funding for the project covered by this grant within the municipal budget, or has otherwise made provisions to provide the local share.


Authorized Government Official

RESOLUTION No. 2015-004
Resolution Number Authorizing Expenditure

TOWN OF CLAYTON

RESOLUTION 2015-004

A Resolution Authorizing the allocation of funds into the Town Storm Water Utility Budget to be used as matching funds for a Wisconsin Department of Natural Resources Nonpoint Source Pollution Planning Grant.

Whereas, The Town Board for the Town of Clayton, County of Winnebago, State of Wisconsin recognizes that urban non-point source pollution has the potential to degrade surface water quality and impact designated uses for the water of the State of Wisconsin; and

Whereas, The Town Board for the Town of Clayton, County of Winnebago, State of Wisconsin recognizes that the Town has been designated as an MS4 community by the DNR; and

Whereas, The Town Board for the Town of Clayton, County of Winnebago, State of Wisconsin recognizes that for the purposes of implementing measures to meet the State's non-point source water pollution abatement needs requires an area-wide water quality management plan with one or more of the components specified in the State Statutes and DNR regulation; and

Whereas, The Town Board for the Town of Clayton, County of Winnebago, State of Wisconsin has been advised by staff that the DNR has a grant program that provides matching funds for up to 70% (not to exceed \$85,000.00) of the costs of preparing a plan for the implementation measures to meet the State's non-point source water pollution abatement requirements; and

Whereas, The Town Board for the Town of Clayton, County of Winnebago, State of Wisconsin has directed staff to prepare a grant application for the DNR's urban non-point source & storm water management planning grant program; and

Whereas, The Town Board for the Town of Clayton, County of Winnebago, State of Wisconsin does need to fund the Town's 30% (not to exceed \$40,000.00) share of the matching grant program from the Town's Storm Water Management Utility CY 2015 Budget; and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Clayton, County of Winnebago, State of Wisconsin does hereby direct staff to fund the Town's 30% (not to exceed \$40,000.00) share of the matching grant program from the Town's Storm Water Management Utility CY 2015 Budget.

Adopted this 4th, day of March, 2015

Vote: Yes: 5 No: 0 Absent: 0



Mark E. Luebke, Town Chair

Attest:



Richard Johnston, Town Administrator/Clerk