

Dane County Contract Cover Sheet

Res 091

Revised 01/2024

Dept./Division	Land Conservation / LWRD		
Vendor Name	WI Department of Natural Resources	MUNIS #	3457
Brief Contract Title/Description	Grant to provide funding to address a feed leachate resource concern.		
Contract Term	July 25, 2024 - July 23, 2025		
Contract Amount	\$51,467		

Contract # Admin will assign	15551
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Amy Piaget	Name	Corinne Johnson
Phone #	608-212-9172	Phone #	608-720-0120
Email	Piaget.Amy@Countyofdane.gov	Email	Corinne.Johnson@wisconsin.gov
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:	\$
		Org:	Obj:	Proj:	\$
	Year	Org:	Obj:	Proj:	\$

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	091
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Year	2024
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Hicklin, Laura	Digitally signed by Hicklin, Laura Date: 2024.07.30 09:25:44 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 7/30/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, August 1, 2024 12:14 PM
To: Hicklin, Charles; Kasperek, Mary; Rogan, Megan; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15551
Attachments: 15551.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 8/1/2024 3:42 PM	Approve: 8/1/2024 3:42 PM
	Kasperek, Mary	Read: 8/1/2024 12:23 PM	Approve: 8/1/2024 12:32 PM
	Rogan, Megan	Read: 8/1/2024 12:20 PM	Approve: 8/1/2024 12:20 PM
	Cotillier, Joshua		Approve: 8/1/2024 1:32 PM
	Stavn, Stephanie		
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15551
Department: Land & Water Resources
Vendor: WI Dept of Natural Resources
Contract Description: Accept grant to fund addressing a feed leachate resource concern (Res 091)
Contract Term: 7/25/24 – 7/23/25
Contract Amount: \$51,467.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

1
2
3 **2024 RES-091**

4 **ACCEPTANCE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES NOTICE OF**
5 **DISCHARGE GRANT**

6 The Land & Water Resources Department (LWRD) has secured a \$51,467 Notice of Discharge
7 grant from the Wisconsin Department of Natural Resources (WDNR).

8
9 The purpose of the grant is to provide funding to address a feed leachate resource concern
10 using an alternative design practice at a farm in the Town of Vienna.

11
12 THEREFORE, BE IT RESOLVED, that the County Board of Supervisors and the Dane County
13 Executive hereby accept the \$51,467 grant.

14
15 BE IT FURTHER RESOLVED, that the County Executive are hereby authorized to sign the
16 agreement on behalf of Dane County.

17
18 BE IT FINALLY RESOLVED, that the new revenue account LWRCONSV "NOD Grant" be
19 established for \$51,467 and the new expense account LWRCONSV "NOD Grant" be
20 established for \$51,467. All funds shall be carried forward until realized and expended.

State of Wisconsin
 Department of Natural Resources
 Bureau of Community Financial Assistance
 Post Office Box 7921 -- CF/2
 Madison, Wisconsin 53707-7921

WISCONSIN NOTICE OF DISCHARGE PROGRAM

-- GRANT AGREEMENT --

Notice: By signing and dating this grant agreement, grantees indicate concurrence with terms of this agreement, authorized under ss. 281.65 and 283, Wis. Stats., and chs. NR 151, 153, 154, and 243, Wis. Adm. Code. Signed agreement must be returned to the address above within 30 days so that funds are 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 NOD13000Y24	Grant Award Date July 25, 2024	Date of Notice of Discharge July 23, 2024	
Grantee (Unit of Government) Dane County			Total Grant Amount \$51,467
Project Name/NOD Recipient Hickory Lane Farms LLC		Grant Period From July 25, 2024 Through July 25, 2026	
NOD Recipient Address 6766 Portage Rd., DeForest, WI 53532			
Authorized Government Official Laura Hicklin, Director		Grantee Contact Amy Piaget, County Conservationist	
Authorized Government Official Street Address 5201 Fen Oak Drive, Rm 208		Contact Mailing Address (if other than Auth. Gov. Official) 5201 Fen Oak Dr., Rm 208, Madison, WI 53718	
City, ZIP Code, County Madison, 53718, Dane County		Contact's E-mail Address piaget.amy@countyofdane.com	
Authorized Government Official Telephone Number (608) 224-3730		Contact's Telephone Number (608) 224-3730	
Name of DNR Regional Nonpoint Source Coordinator, Phone Number, and Email Address Jacob Dickmann, (608) 333-4682, Jacob.Dickmann@wisconsin.gov			DNR Region South Central Region

PART 2. ELIGIBLE COST-SHARING BUDGET DATA

Note: Budget line items below cannot be exceeded without advance written approval from the DNR.

	NOD Grant State Cost-Share Amount	Federal Funds Provided in this Agreement?		
		Yes	X	No
1. BMP Cost-Share:				
a. Structural	\$51,467.00	State Funds Used as Match		
b. Non-structural/Cropping	\$0.00	to Federal Funds?		X
c. Other: _____	\$0.00	Cost-Share Percentage		
2. Other: _____	\$0.00	in this Agreement:		70%
3. Total Maximum NOD Grant Amount	\$51,467.00	Date of Application:		
		07/01/2024		

PART 3. PURPOSE AND SCOPE

This grant provides cost-share funding and authorizes reimbursement by the Wisconsin Department of Natural Resources (DEPARTMENT) for the above-named project on the livestock facility location as described in the grant application to resolve the Notice of Discharge (NOD) incorporated within this grant. Reimbursements may be made for eligible work performed and expenses incurred during the Grant Period in Part 1 above for the following Best Management Practices consistent with the project budget identified in Part 2 above.

Reimbursements for costs related to a manure storage system or barnyard runoff control system are contingent upon the landowner establishing and maintaining a nutrient management plan that complies with US Department of Agriculture Natural Resources Conservation Service (NRCS) technical guide nutrient management standard 590.

Eligible Best Management Practices (BMPs) under this agreement include:

[R33] Waste Transfer Systems

[R52] Feed Storage Leachate

PART 4. CONDITIONS

A – Special Conditions

A.1. **Compliance Notification.** GRANTEE shall provide a written record to the cost-share recipient of any croplands and livestock facilities brought into compliance with ch. NR 151 performance standards and prohibitions as a result of a project conducted under this agreement. A copy of that written record shall be provided to the DEPARTMENT's regional Nonpoint Source Coordinator. The written record shall clearly identify:

- the locations of the livestock facilities brought into compliance;
- the specific performance standards and prohibitions with which each of the identified livestock facilities comply;
- a statement that, under Wisconsin law, compliance at these sites must be maintained in perpetuity regardless of future cost-sharing.

A.2. **WPDES Permit Potential.** GRANTEE shall withhold reimbursement from cost-share recipients who, within twelve (12) months of commencing construction of a practice funded under this agreement, intend to expand livestock operations to the extent that they will be required to apply for a WPDES permit under s. NR 243.12 (1) (a) or (b), Wis. Adm. Code, if such practice(s) would be covered under the permit. If reimbursement is made within this timeframe, GRANTEE shall require the cost-share recipient to return all applicable reimbursements.

A.3. **Archeological, Natural Heritage, Wetlands, and Environmental Hazard Concerns.** If historical/cultural artifacts are unearthed, threatened/endangered species or wetlands encountered, or environmental hazards are discovered during any earth disturbance activity under this agreement, the GRANTEE must immediately stop construction activities and notify the DEPARTMENT's Regional Nonpoint Source Coordinator to determine the appropriate response.

B – General Conditions

B.1. The DEPARTMENT and the GRANTEE, identified in Part 1 above, mutually agree to perform this agreement in accordance with the NOD grant program and ss. 281.65 and ch. 283, Wis. Stats., and chs. NR 151, NR 153, NR 154, and NR 243, 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.

B.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.

B.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.

B.4. Eligibility for cost-sharing reimbursement is governed by the provisions of s. NR 154.04 and ch. NR 153, 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.

B.5. The amount listed in Part 2 above is the maximum amount the DEPARTMENT may reimburse under this agreement.

B.6. Neither the GRANTEE nor any landowner or land operator may adopt any land use or practice that reduces the effectiveness or defeats the purposes of any BMP installed under this agreement.

B.7. The GRANTEE:

1. Agrees to comply with all applicable Federal, Wisconsin, and local laws in fulfilling the terms of this agreement.
2. Agrees to obtain all necessary and appropriate permits prior to commencement of construction.
3. Promises to execute the project described in accordance with this agreement.
4. May decline 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 and in writing.
5. Agrees that its employees or agents are not employees or agents of the DEPARTMENT for any purpose including Worker's Compensation.
6. 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.
7. 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.
8. 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. 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. 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.
9. Agrees to maintain a financial management system, separate from all other GRANTEE activities, for this agreement. The GRANTEE agrees that accounting for project funds shall conform to generally accepted accounting principles and practices.
10. 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](#) .
11. Agrees that accounting and fiscal records shall be maintained in accordance with the applicable administrative codes governing this agreement. At a minimum, GRANTEE shall retain and make available all fiscal records pertaining to this agreement for three years after the date of final settlement, 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 enter into a cost-share agreement (CSAs) with landowner(s) or land operator(s) using forms provided by the DEPARTMENT if the BMP will be constructed on land not owned by the GRANTEE. The CSA must include appropriate operation and maintenance requirements. The CSA installation period can be no longer than the time limits established in the NOD. Each CSA exceeding \$50,000 for professional service and construction contracts, construction designs, and appraisals must be approved by the DEPARTMENT Regional Nonpoint Source Coordinator before GRANTEE and landowner or land operator

sign. The cost share rate included in the CSA shall not exceed the rates specified in chs. NR 153 and 154, Wis. Adm. Code, or in Part 2 of this agreement. Each CSA or amendment of CSA shall be recorded with the County Register of Deeds and promptly submitted to the DEPARTMENT's Regional Nonpoint Source Coordinator identified in Part 1 above.

13. Agrees to perform periodic inspections of the project site after the grant period to ensure that all participating landowners and land operators are complying with the CSA maintenance requirements and applicable administrative code governing this agreement.
14. Shall not issue funds under this agreement to individuals whose names appear on the statewide support lien docket under s. 49.854(2)(b), Wis. Stats. unless the individuals submit to the provider a payment agreement that has been approved by the county child support agency under s. 59.53(5), Wis. Stats., and that is consistent with rules promulgated under s. 49.858(2)(a), Wis. Stats.
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: <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. May request partial reimbursements from the DEPARTMENT for completed project components. Reimbursements are not possible for work done before or after the grant period identified in Part 1 above or for components not specified in Part 3 of this agreement. Reimbursements are contingent upon availability of funds. Reimbursement request(s) must be submitted to the DEPARTMENT Regional Nonpoint Coordinator identified in Part 1 above and must be accompanied by proof of purchase documentation (examples include consultant/contractor contracts and invoices).
17. Agrees to submit annual project progress reports and submit a project status report with the submission of a partial reimbursement request to the DEPARTMENT Regional Nonpoint Source Coordinator.
18. Agrees, within 60 days of grant expiration date, to complete and submit a final report, using the DEPARTMENT's "BMP Implementation Tracking System" (BITS), and complete and submit a final request for grant reimbursement to the DEPARTMENT's Regional Nonpoint Source Coordinator for review and approval.
19. Shall ensure that DEPARTMENT representatives have access to land on which grant-funded activities are being planned or undertaken, before, during and after BMP installation.
20. Conditions related to invasive species movement. The applicant and operator agree 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:
 - a. 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. when moving equipment between surface water or wetlands.
 - b. 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>

B.8. 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 on Part 2 above for work performed and expenses incurred during the grant period noted in Part 1 above for eligible project costs.
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 inspect the job site or premises for the sole purpose of ensuring that the project is progressing or has been completed in compliance with this 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 GRANTEE 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 and dismissal of the GRANTEE's employees or agents.

3. Agrees to notify the GRANTEE at the beginning of each calendar year about award of Federal funds in a prior calendar year as an aid for GRANTEES that undergoing Annual Single Audit.

PART 5. INELIGIBLE COSTS

1. Costs incurred, or work performed, either prior to or after the grant period identified in Part 1 above, unless specifically authorized in the grant *Scope*.
 2. Costs for installation of a BMP that does not meet the conditions of the applicable administrative codes governing this grant or that are inconsistent with the grant application.
 3. Costs for BMPs identified as ineligible in the applicable administrative codes governing this grant or that are specifically excluded in a grant approval letter.
 4. Costs that exceed or do not satisfy the cost containment procedures of the applicable administrative code governing this grant.
 5. Costs to perform operation and maintenance of BMPs.
 6. Costs specified in NR. 153.15(2), Wis. Adm. Code.
-

FOR THE GRANTEE
By:

Jamie Kuhn
Interim Dane County Executive

Date Signed

FOR THE STATE OF WISCONSIN
By:



For Jim Ritchie, Director
Bureau of Community Financial Assistance

July 25, 2024

Date Signed

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