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

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

WISCONSIN DEPT. OF NATURAL RESOURCES

February 22, 2016

►REQUIRES IMMEDIATE ACTION◄
Urban Nonpoint Source & Stormwater Mgt
Grant# USP52016Y16
Grant Amount: $35,494.00

RECEIVED

FEB 23 2016

TOWN OF WATERFORD
CLERKS OFFICE

Tom Hincz, Chairman
Town Of Waterford
415 N Milwaukee St
Waterford, WI 53185

Dear Mr. Hincz:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: ***Waterford Storm Water 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.

To accept this grant, please review the agreement and transmit the DNR 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. The second copy is for your file.

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

Please review this grant thoroughly and if you have any questions, contact your Regional Nonpoint Coordinator Peter Wood at (262)884-2360. 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,

Mary Rose Teves, Director
Bureau of Community Financial Assistance

Enclosure(s)

C: Peter Wood – DNR Region: SE

URBAN GRANTEE RESPONSIBILITIES

1. Review the grant/amendment document with the departmental project manager listed on the grant. In particular, note the project's authorized scope, the cost-share rate established, the maximum reimbursement amount, and the timeframe for the project period. The grant Conditions also spell-out restrictions on the grant and its reimbursements. Be especially aware of the requirements relating to mandatory erosion & storm water controls and, in this grant, to the specific eligibility issues relating to use of municipal staff on a planning project, as well as the requirement for a truly comprehensive approach to the applicable performance standard.

2. Return evidence of the "local share" required to complete the project with your signed grant document: this component was a key element in scoring; and, given the restrictive project timeframe, coupled with the competition for available grant dollars, grant commitments must be reserved for only those communities able to proceed directly.

3. The planning product must provide a review of the potential within the project area for permitting issues which may affect the installation of recommended BMPs. Examples include: Chapter 30 and wetland permits, environmental hazards, archeological/historical site clearances, and endangered resource issues.

4. Grant payments (cost-sharing) are made on a reimbursement basis. When you incur and pay expenses for this project, you must submit a reimbursement request -- along with the required payment verification (consultant or contractor billings, payment vouchers). You may send requests as frequently as you'd like.

5. At the end of each quarter, you are also required to provide your project manager with a report detailing the progress to-date and updating the project schedule -- difficulties or delays, if any; changes in the timetable; adjustments in the budget; modifications in the contract. A final report is similarly necessary.

6. All financial records pertaining to this grant must be retained for a period of three (3) years following the conclusion of the grant period, or three (3) years after the final reimbursement, whichever is later. If circumstances warrant, the department may require that you retain such records for a longer period to accommodate a final audit of grant transactions.

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.	USP52016Y16
Governmental Unit	Town Of Waterford
Project Contact Name	TINA MAYER
Project Contact Title	TOWN CLERK
Project Contact Mailing Address	415 N. Milwaukee St.
	Waterford, WI 53185
Project Contact Phone Number (direct):	(262) 534-2350 Extension:
Project Contact E-Mail Address:	townwtfrd@tds.net

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

Name	Heather Stratton
Title	Town Treasurer
Mailing Address	415 N. Milwaukee St, Waterford 53185
Phone Number (direct):	(262) 534-2350 Extension:
E-Mail Address:	townwtfrd@tds.net

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

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

WISCONSIN URBAN NONPOINT SOURCE WATER POLLUTION ABATEMENT & STORMWATER MANAGEMENT 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-USP52016Y16	**Grant Award Date** January 1, 2016		
Grantee (Unit of Government) Town Of Waterford			**Total Grant Amount** $35,494
Project Name Waterford Storm Water Management Plan		**Grant Period** From January 1, 2016 Through December 31, 2017	
Authorized Government Official Tom Hincz, Chairman		**Grantee Contact** Tom Hincz, Chairman	
Government Official Address 415 N Milwaukee St		**Contact's E-mail Address** townwtfrd@tds.net	
City, ZIP Code, County Waterford, 53185 Racine County		**Contact's Telephone Number** (262)534-6606	
Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address Peter Wood, (262)884-2360, peter.wood@wisconsin.gov			**DNR Region** Southeast Region

PART 2. ELIGIBLE COST-SHARE BUDGET DATA

Note: Line items can**not** be exceeded without approval in advance from the DNR.

	State Cost-Share Amount
1. Project Cost-Share Reimbursements for:	
a. STORM WATER PLANNING	$35,494.00
2. **Total Maximum Grant Amount**	**$35,494.00**

Cost-share Percentage	
for this grant:	**46 %**

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: updated construction erosion control ordinance, updated storm water ordinance for new development and re-development, new low impact development/conservation subdivision ordinance, new ordinances that affect runoff from the developed urban area, new feasibility analysis of alternative funding mechanisms, 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

Chairman
Title

2-26-16
Date Signed

FOR THE STATE OF WISCONSIN
By

Mary Rose Teves, Director
Bureau of Community Financial Assistance

February 22, 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

2014-3-24
Resolution Number Authorizing Expenditure

TOWN BOARD MEETING NOTICE

There will be a Special Meeting of the Waterford Town Board on March 24, 2014, at the Town Hall, 415 N. Milwaukee St., Waterford, Wisconsin, at 7:30 AM, for the following purpose:

- To approve a resolution authorizing the submittal of a WDNR Urban Non-Point Source and Storm Water (UNPS & SW) Planning grant application for storm sewer system mapping & SLAMM (Source Loading & Management Model)

- Adjournment

Posted this 20th day of March, 2014.

Tina Mayer

SPECIAL TOWN BOARD MEETING FOR WATERFORD
APPROVED/OFFICIAL MINUTES FOR MARCH 24, 2014
7:30 AM AT THE TOWN HALL

Special Town Board meeting was called to order at 7:35 AM by Chairman Hincz. Present: Supervisors Gauerke, and via phone, Supervisors Jeschke, and Szeklinski. Supervisor Draskovich was excused.

Chairman Hincz gave an update on the process with the grant application. Hincz indicated that he would be meeting with Atty. Dubis today, March 24, 2014 for a conference call with a gentleman from California who has been through this process. Supervisor Jeschke motioned to approve the application for a grant from the DNR and the State for storm water and subject to working with Kapur and Assoc. with modifications to the resolution if needed, seconded by Supervisor Gauerke. All in favor. Motion carried 4-0.

Supervisor Jeschke motioned to adjourn the meeting at 7:37 am, seconded by Supervisor Gauerke. All in favor. Motion carried 4-0.

Respectfully submitted,

Tina Mayer, Town Clerk

GOVERNMENTAL RESPONSIBILITY RESOLUTION
FOR RUNOFF MANAGEMENT GRANTS

WHEREAS, Town of Waterford Town Board is interested in acquiring a Grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 153 and 155); and

WHEREAS, a cost-sharing grant is required to carry out the project:

THEREFORE, BE IT RESOLVED, that Town of Waterford Town Board

HEREBY AUTHORIZES Tom Hincz, Town Chairman to act on behalf of Town of Waterford to:

Submit and sign an application to the State of Wisconsin Department of Natural Resources for any financial Aid that may be available;

Sign a grant agreement between the local government (applicant) and the Department of Natural Resources;

Submit reimbursement claims along with necessary supporting documentation;

Submit signed documents; and

Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that Town of Waterford Town Board shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Adopted this 24th day of March, 2014.

Authorized Signature and Title: [signature] CHAIRMAN

I hereby certify that the foregoing resolution was duly adopted by Waterford Town Board at a legal meeting on the 24th day of March, 2014.

Authorized Signature and Title: Lisa Mayer Town Clerk