

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-USP55030Y16	Grant Award Date January 1, 2016		
Grantee (Unit of Government) Town Of Saint Joseph			Total Grant Amount \$52,850
Project Name St. Joseph MS4 Planning		Grant Period From January 1, 2016 Through December 31, 2017	
Authorized Government Official Thomas J. Spaniol, Chairman		Grantee Contact Thomas J. Spaniol, Chairman	
Government Official Address 1337 CTH V		Contact's E-mail Address chair@townofstjoseph.com	
City, ZIP Code, County Hudson, 54016 St. Croix County		Contact's Telephone Number (715)549-6235	
Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address Cindy Koperski, (608)785-9984, cindy.koperski@wisconsin.gov			DNR Region West Central 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	\$52,850.00		
		Cost-share Percentage	
		for this grant:	50 %
2. Total Maximum Grant Amount	\$52,850.00		

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, new storm water ordinance for new development and re-development, new ordinances that affect runoff from the developed urban area, 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 BOARD CHAIRMAN

Title
March 24, 2016
Date Signed

FOR THE STATE OF WISCONSIN

By 
Mary Rose Teves, Director
Bureau of Community Financial Assistance

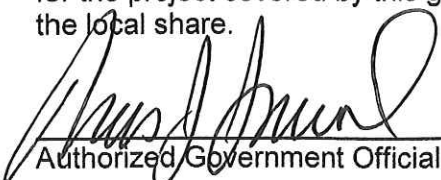
March 1, 2016
Date Signed

(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 # 2016-03
Resolution Number Authorizing Expenditure

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.	USP55030Y16
Governmental Unit	Town Of Saint Joseph
Project Contact Name	Thomas J. Spaniol
Project Contact Title	TOWN BOARD CHAIRMAN - TOWN OF ST. JOSEPH
Project Contact Mailing Address	1337 County Road V
	Hudson, WI 54016
Project Contact Phone Number (direct):	(715) 222-6235 Extension:
Project Contact E-Mail Address:	chair@townofstjoseph.com

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

Name	Nicole Stewart
Title	Clerk / Treasurer
Mailing Address	1337 County Road V
Phone Number (direct):	(715) 549-6235 Extension:
E-Mail Address:	clerk@townofstjoseph.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

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



March 1, 2016



► **REQUIRES IMMEDIATE ACTION** ◀
Urban Nonpoint Source & Stormwater Mgt
Grant# USP55030Y16
Grant Amount: \$52,850.00

Thomas J. Spaniol,
Town Of Saint Joseph
1337 CTH V
Hudson, WI 54016

Dear Mr. Spaniol:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *St. Joseph MS4 Planning*

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 Cindy Koperski at (608)785-9984. 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: Cindy Koperski – DNR Region: WC

TOWN OF
ST. JOSEPH
ST. CROIX COUNTY, WISCONSIN

1337 County Road V
Hudson, WI 54016-6712
715/549-6235
FAX 715/549-6249
www.townofstjoseph.com
email@townofstjoseph.com

To: Nonpoint Grant Manager
Bureau of Community Financial Assistance
Wisconsin DNR
Madison, WI 53707-7921

Date: March 24, 2016

C: Cindy Koperski – DNR Region –WC
Lee Mann – Stantec

Pursuant to your letter dated March 1, 2016, Urban Nonpoint Source & Stormwater Mgt Grant #USP55030Y16 Grant Amount \$52,850.00, enclosed you'll find the information you requested and the documents signed according to your direction. Also enclosed is the PROJECT SCOPE AND FEE for the MS4 Permit Compliance for the Town of St. Joseph provided by the Town's Engineering Firm, Stantec.

I, Thomas J. Spaniol, Town Chairman for the Town of St. Joseph, have signed as the Authorized Government Official. The Town of St. Joseph Resolution authorizing the "local share" of funding for the project is RESOLUTION 2016-03. Also, confirming this "local share" is the enclosed 2016 Town of St. Joseph Budget showing the budget appropriation on page number 7, item number 56909, entitled MS4 Houlton in the amount of \$59,000.00.

Additionally, the Town Board will be reviewing the scope provided by Stantec and approving a contract with Stantec at the Town of St. Joseph's April 14th, 2016 Town Board Meeting.

We have also sent via email this entire packet. If there is anything missing please let us know as soon as possible.

Sincerely,



Thomas J. Spaniol
Town Board Chairman, Town of St. Joseph

Enclosed: Resolution 2016-03
2016 Town of St Joseph Budget
Project Scope and Fee

Town of St. Joseph
MS4 Permit Compliance
Project Scope and Fee

PROJECT DESCRIPTION

The project consists of completing permit activities required under WPDES MS4 General Permit No. WI-S050181-1. This work will be completed before the grant completion deadline of December 31, 2017. Project expenses (mileage, copying, etc.) are included in the total fee listed below.

Scope of Basic Services

Task 1 – Public Education, Outreach, Involvement and Participation

1. Stantec will prepare a two-year public education, outreach, involvement and participation plan for the Town of St. Joseph. The plan will detail the coordination of education efforts between the Town and the County. The plan will outline existing efforts by the County's stormwater basin educator and the expansion of the stormwater education program within the urbanized area of the Town. Stantec will complete initial education activities including providing items for Town newsletter.
2. Deliverables: One coordination meeting with St. Croix County, two-year education plan, newsletter items.

Task 2 – Illicit Discharge Detection and Elimination

1. Stantec will assist the Town in the adoption of an illicit discharge ordinance and developing illicit discharge response procedures. Stantec will perform the initial illicit discharge field screening for the Town. It is assumed that three outfalls will require screening and testing.
2. Deliverables: Draft ordinance, response procedures, initial field screening and testing

Task 3 – Construction Site Pollutant Control

1. Stantec will assist the Town in the development of a construction site pollutant control program meeting the MS4 permit requirements. This task will involve coordination with the County to update and adopt the County's construction site pollutant control ordinance and construction site inspection and enforcement procedures which will be enforced within the Town.
2. Deliverables: One coordination meeting with St. Croix County, one Town Board Meeting, inspection and enforcement procedure recommendations

Task 4 – Post-Construction Site Stormwater Management

1. Stantec will assist the Town in the development of a post-construction site stormwater management program meeting the MS4 permit requirements. This task will involve coordination with the County to update and adopt the County's post-construction site stormwater ordinance and long-term maintenance procedures which will be enforced within the Town.
2. Deliverables: One coordination meeting with St. Croix County, one Town Board Meeting, maintenance plan and procedure recommendations

Task 5 – Pollution Prevention

1. Stantec will prepare a stormwater pollution prevention program for the Town. This program will include the following items:
 - a. Winter Road Management Plan developed to limit application of deicing materials to no more than necessary to maintain public safety.
 - b. An evaluation of existing street sweeping and catch basin cleaning practices, if any.
 - c. Inventory of municipal stormwater facilities, if any, and routine inspection and maintenance procedures.
 - d. Education of staff and contractors on pollution prevention policies.
2. Deliverables: Stormwater pollution prevention program report

Task 6 – Storm Sewer System Map

1. Stantec will prepare a digital base map of the urbanized area within the Town with data sources from the Town, the County, DNR, FEMA, NRCS and others. After obtaining all digital mapping available for the urbanized area, Stantec will create a digital watershed boundary. Stantec will collect field information on drainage features and storm sewer system.
2. Once the data is compiled, Stantec will create a storm sewer system map for the urbanized area of the Town identifying the following items:
 - a. Waters of the state, drainage boundaries for each MS4 outfall and conveyance system
 - b. WDNR mapped wetlands
 - c. MS4 outfalls discharging to waters of the state and other MS4s and major outfalls
 - d. WPDES permit holders within the MS4
 - e. Publicly owned parks, recreational areas and other open lands.
 - f. Identification of streets.

Task 7 – Stormwater Quality Management

1. Stantec will complete water quality modeling to assess compliance with the requirement to achieve a 20% reduction in total suspended solids. The modeling will be completed using WinSLAMM and will follow the latest guidance available from the DNR. Using available guidance, the modeling effort will include an initial determination of areas to be included in the analysis and identification of existing BMPs. Field verification of swale infiltration rates following DNR guidance will be performed. A report outlining the modeling approach and results will be completed.
2. Deliverables: Stormwater quality management report, WinSLAMM model, Study Area Map, presentation to Town Board

Task 8 – TMDL Assessment

1. Stantec will work with the DNR to establish a Waste Load Allocation (WLA) for the Town from the TMDL for Lake St. Croix. Stantec will then complete water quality modeling to assess compliance with the WLA for the Town. The modeling will be completed using WinSLAMM and will follow the latest guidance available from the DNR. Using available guidance, the modeling effort will include an initial determination of areas to be included

in the analysis and identification of existing BMPs. A report outlining the modeling approach and results will be completed.

2. Deliverables: Stormwater quality management report, WinSLAMM model, Study Area Map, presentation to Town Board

Task 9 – Stormwater Quality Compliance Plan

1. Stantec will identify stormwater control devices and housekeeping practices required to meet the pollutant prevention goal of 20% TSS reduction and the TMDL. Stantec will identify potential BMPs based on special availability and water quality need. These devices will be evaluated using water quality modeling to determine their pollutant removal efficiency. Stantec will prepare cost estimates and an implementation schedule for the recommended improvements. The findings and recommendations will be compiled into a report.
2. Deliverables: Stormwater quality compliance plan, presentation to Town Board

Total Cost for tasks 1-9 including expenses: \$105,700

RESOLUTION 2016-03

Resolution Authorizing the acceptance of a Wisconsin Department of Natural Resources Urban Non-Point Source Grant entitled "St. Joseph MS4 Planning" and the authorization of an expenditure by the Town of St. Joseph as a match for the project cost share of at least 50%

WHEREAS, the Town of St. Joseph (Town) desires to receive grant funding from the Wisconsin Department of Natural Resources (WDNR) through its Urban Non-Point Source Water Pollution Abatement & Stormwater Management Grant Program for the purpose of satisfying requirements for the completion of a Municipal Separate Storm Sewer Systems (MS4) project; and

WHEREAS, the Town of St. Joseph has been designated a MS4 Community and requires coverage under the Wisconsin Pollutant Discharge Elimination System MS4 General Permit No. WI-S050181-1. and

WHEREAS, the Town is required to accomplish several tasks to protect surface water quality which include: 1) Public Education, Outreach, Involvement and Participation Plan, 2) Illicit Discharge Detection and Elimination Program, 3) Construction Site Pollutant Control Program, 4) Post-Construction Site Storm Water Management, 5) Pollution Prevention Program, 6) Create Storm Sewer System Map, 7) Storm Water Quality Management Modeling, 8) TMDL Assessment, and 9) Storm Water Quality Compliance Plan, and

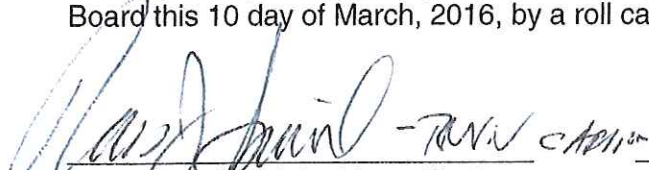
WHEREAS, the Town has applied for an Urban Non-Point Source & Storm Water Program Planning Grant (USP-USP55030Y16) and has tentatively been awarded the grant to assist the Town with the expenses of implementing the aforementioned MS4 permit activities, and

WHEREAS, the Town must financially commit to at least a 50% match to receive this grant,

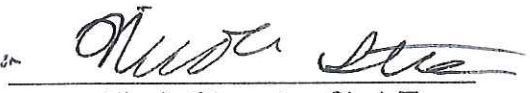
NOW, THEREFORE, BE IT RESOLVED, the Town will match the minimum requirement of 50%, approximately \$52,850.00, from Town funds. and

BE IT FURTHER RESOLVED, the Town agrees to comply with all applicable laws, requirements, and regulations as outlined in the WDNR Grant Number USP-USP55030Y16.

I hereby certify that the foregoing resolution was duly adopted by the Town of St. Joseph Town Board this 10 day of March, 2016, by a roll call vote.


Thomas J. Spaniol -- Town Chairman

3-10-2016
Date


Nicole Stewart -- Clerk/Treasurer

03-10-2016
Date