

-- 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-USP14292Y16	Grant Award Date January 1, 2016		
Grantee (Unit of Government) City Of Waupun			Total Grant Amount \$30,222
Project Name Waupun Citywide Storm Water Planning 2016		Grant Period From January 1, 2016 Through December 31, 2017	
Authorized Government Official Richard Flynn, Public Works Director		Grantee Contact Richard Flynn, Public Works Director	
Government Official Address 201 E Main St		Contact's E-mail Address dick@cityofwaupun.org	
City, ZIP Code, County Waupun, 53763 Fond Du Lac County		Contact's Telephone Number (920)342-7918	
Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address Mike Gilbertson, (608)275-3288, Mike.Gilbertson@Wisconsin.gov			DNR Region South 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	\$30,222.00				
		Cost-share Percentage			
		for this grant:		46 %	
2. Total Maximum Grant Amount	\$30,222.00				

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: updated construction erosion control ordinance, updated storm water ordinance for new development and re-development, updating storm water financing mechanism, and updated storm water management plan for the developed urban area.

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

Mayor

Title



Date Signed

Kyle J. Clark

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

FOR THE STATE OF WISCONSIN

By



Mary Rose Teves, Director

Bureau of Community Financial Assistance



Date Signed

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 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.	USP14292Y16	
Governmental Unit	City Of Waupun	
Project Contact Name	Richard Flynn	
Project Contact Title	Director of Public Works	
Project Contact Mailing Address	201 E Main St	
	Waupun, WI 53963	
Project Contact Phone Number (direct):	(920) 324-7918	Extension:
Project Contact E-Mail Address:	dick@cityofwaupun.org	

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

Name		
Title		
Mailing Address		
Phone Number (direct):	()	Extension:
E-Mail Address:		

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



March 03, 2016

► **REQUIRES IMMEDIATE ACTION** ◀
Urban Nonpoint Source & Stormwater Mgt
Grant# USP14292Y16
Grant Amount: \$30,222.00

Richard Flynn, Public Works Director
City Of Waupun
201 E Main St
Waupun, WI 53763

Dear Mr. Flynn:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *Waupun Citywide Storm Water Planning 2016*

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 Mike Gilbertson at (608)275-3288. 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: Mike Gilbertson – DNR Region: SC

Instructions For Major Capital Expenditures/Construction Budget Form

The purpose of this form is to provide department heads and City officials the opportunity to plan ahead for major capital expenditures (other than vehicles and equipment).

For the purpose of the city budget, a major capital improvement is defined as “the purchase, construction, major repair, reconstruction or replacement of capital items such as: Buildings, roadways, bridges, storm sewers or parks.” The projects are usually of high cost and have a long useful life.

Examples of major capital expenditures are:

- New buildings, significant remodeling or additions
- New streets or reconstruction of existing streets
- Park structures, park equipment and improvements
- Storm sewer, retention ponds

Please list major capital expenditures you believe will be required over the next five years that will have a significant impact on future City budgets. This information will be valuable for the Common Council in planning and making future capital spending decisions.

Use of the Form

Project Title: Provide a simple title that will be used for future references to the project.

****Project Priority:** All departments must prioritize requested projects for each year. Due to past borrowings, the city's debt outstanding is at 63% of our debt limit and is viewed as a negative by our outside bond rating agencies. For this reason, funds for capital improvements will be limited. Your prioritizing will be helpful when the council makes its decision on what projects will receive available funding in 2016.

Project Description: Briefly describe the nature of the project, including size, location, the age of the item (if the project is a replacement or major repair project), and any other pertinent information.

Reasons for Improvement: Briefly state the justification for the project. Be sure to describe (and preferably document) concerns you have about the public health/safety, legal requirements, extremely high maintenance costs, public support, and relation to other high priority projects.

Cost of Project & Basis for Cost Estimate: Present your estimated cost of the project and briefly describe how the cost estimate was generated. For example, is it the result of a preliminary engineering study, or is it a ballpark estimate by your staff with no formal cost estimation completed?

Fund Source: Explain your expectation of where the funding will come from for this project. You may not know (which is fine), or you may have some good ideas about where to look. It is helpful to at least understand what you expect.

MAJOR CAPITAL EXPENDITURES/CONSTRUCTION

PROJECT TITLE: Storm Water Planning 2016/2017PROJECT PRIORITY: 10PROJECT DESCRIPTION: Storm water evaluation of the entire city and Best Management Practice (BMP)

REASONS FOR IMPROVEMENT: Update current system

COST OF PROJECT & BASIS FOR COST ESTIMATE: \$65,700.00 Estimated cost for project is from MSA. Grant funding is \$30,222.00

SOURCE OF FUNDS: Storm water Utility Capital Outlay

Report Criteria:

Account.Acct No = 700105190110-700484811000

Account Detail

Acct No	Account Description	2013 Actual	2014 Actual	2015 Budget	2015 Cur YTD Actual	2015 Estimated 12/31/2015	2016 Fut Year Budget
INTERNAL SERVICE FUND							
STORMWATER UTILITY							
700-10-5190-1-10	ADMINISTRATION -SALARIES/WAGES	\$0	\$0	\$0	\$13,059	\$0	15,925
700-10-5190-1-11	ADMINISTRATION-OVERTIME	\$0	\$0	\$0	\$20	\$0	0
700-10-5190-2-20	ADMINISTRATION-HEALTH INS	\$0	\$0	\$0	\$3,460	\$0	2,130
700-10-5190-2-21	ADMINISTRATION-LIFE INS	\$0	\$0	\$0	\$41	\$0	2,172
700-10-5190-2-22	ADMINISTRATION-RETIREMENT	\$0	\$0	\$0	\$921	\$0	727
700-10-5190-2-23	ADMINISTRATION-SOC SEC	\$0	\$0	\$0	\$980	\$0	1,165
700-10-5190-2-24	ADMINISTRATION-SICK LEAVE	\$0	\$0	\$0	\$0	\$0	753
700-10-5190-2-29	ADMINISTRATION-INCOME CONT	\$0	\$0	\$0	\$55	\$0	45
700-10-5191-1-10	STREET CLEANING-WAGES	\$0	\$0	\$0	\$13,667	\$0	11,501
700-10-5191-1-11	STREET CLEANING-OVERTIME	\$0	\$0	\$0	\$293	\$0	141
700-10-5191-2-20	STREET CLEANING-HEALTH INS	\$0	\$0	\$0	\$4,441	\$0	3,981
700-10-5191-2-21	STREET CLEANING-LIFE INS	\$0	\$0	\$0	\$61	\$0	25
700-10-5191-2-22	STREET CLEANING-RETIREMENT	\$0	\$0	\$0	\$949	\$0	803
700-10-5191-2-23	STREET CLEANING-SOC SEC	\$0	\$0	\$0	\$1,016	\$0	891
700-10-5191-2-24	STREET CLEANING-SICK LEAVE	\$0	\$0	\$0	\$0	\$0	130
700-10-5191-2-29	STREET CLEANING-INCOME CONT	\$0	\$0	\$0	\$79	\$0	64
700-10-5191-3-38	STREET CLEANING-OPERATING EXP	\$0	\$0	\$0	\$552	\$0	0
700-10-5192-1-10	REPAIR/MAINT -SALARIES/WAGES	\$14,032	\$32,729	\$31,631	\$45,714	\$42,703	34,504
700-10-5192-1-11	REPAIR/MAINT-OVERTIME	\$387	\$2,241	\$1,123	\$448	\$366	1,130
700-10-5192-2-20	REPAIR/MAINT-HEALTH INS	\$3,331	\$8,663	\$10,463	\$12,577	\$12,341	11,943
700-10-5192-2-21	REPAIR/MAINT-LIFE INS	\$21	\$51	\$92	\$95	\$94	75
700-10-5192-2-22	REPAIR/MAINT-RETIREMENT	\$960	\$2,440	\$2,703	\$3,146	\$2,936	2,408
700-10-5192-2-23	REPAIR/MAINT-SOC SEC	\$1,062	\$2,564	\$3,040	\$3,386	\$3,154	2,726
700-10-5192-2-24	REPAIR/MAINT-SICK LEAVE	\$0	\$0	\$0	\$0	\$0	390
700-10-5192-2-29	REPAIR/MAINT-INCOME CONT	\$82	\$168	\$200	\$238	\$234	216
700-10-5192-3-36	STORMWATER UTILITY-REPAIR/MAIN	\$49,092	\$69,013	\$30,000	\$43,612	\$45,500	46,000
700-10-5192-3-38	STORMWATER UTILITY-OPERATING	\$21,254	\$28,633	\$48,500	\$65,722	\$63,000	57,100
700-10-5192-8-00	STORMWATER UTILITY-CAPITAL OUT	\$191,382	\$92,285	\$125,000	\$6,157	\$6,157	98,000
700-10-5193-1-10	LEAF PICKUP-WAGES	\$0	\$0	\$0	\$23,917	\$0	25,878
700-10-5193-1-11	LEAF PICKUP-OVERTIME	\$0	\$0	\$0	\$0	\$0	283
700-10-5193-2-20	LEAF PICKUP-HEALTH INS	\$0	\$0	\$0	\$4,071	\$0	8,957
700-10-5193-2-21	LEAF PICKUP-LIFE INS	\$0	\$0	\$0	\$32	\$0	56
700-10-5193-2-22	LEAF PICKUP-RETIREMENT	\$0	\$0	\$0	\$1,626	\$0	1,806
700-10-5193-2-23	LEAF PICKUP-SOC SEC	\$0	\$0	\$0	\$1,767	\$0	2,001
700-10-5193-2-24	LEAF PICKUP-SICK LEAVE	\$0	\$0	\$0	\$0	\$0	293
700-10-5193-2-29	LEAF PICKUP-INCOME CONT	\$0	\$0	\$0	\$69	\$0	144
700-10-5193-3-36	LEAF PICKUP-MAINT/OPERATING EX	\$0	\$0	\$0	\$340	\$0	0
700-10-5193-3-38	STORMWATER UTILITY-OTO	\$0	\$71,369	\$71,990	\$0	\$71,990	14,561