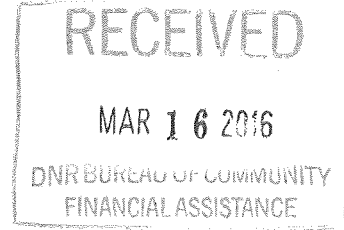




ENGINEERING DEPARTMENT
444 West Grand Avenue
Wisconsin Rapids, WI 54495-2780
PHONE - 715.421.8205 FAX - 715.421.8291



March 10, 2016

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

Nonpoint Grant Manager,

Enclosed is the planning grant agreement for the project, WI Rapids Storm Water Management Plan Update, for your records.

If you have any questions, please call me at 715.421.8251.

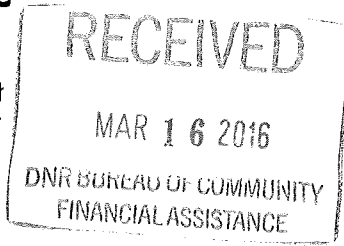
Thank you

A handwritten signature in black ink that reads "Joe Eichsteadt". The signature is written in a cursive, flowing style.

Joe Eichsteadt, PE
City Engineer

Cc: Joe Terry, File

-- **PLANNING GRANT AGREEMENT** --



rev. Feb 2016)
 1.66 and 283,
 so that funds will
 h collected will
 19.31 - 19.39,

Notice: By signing this agreement, the grantee indicates concurrence with the conditions of the Wis. Stats., and chs. NR 151, 154, 155 and 216. This agreement must be signed and returned to be reserved for this project. Failure to return a signed agreement will result in denial of grant funds to be used for program administration and may be made available to requesters as required under Wis. Stats.].

PART 1. GRANT ADMINISTRATION INFORMATION

Grant Number USP-USP72291Y16	Grant Award Date January 1, 2016		
Grantee (Unit of Government) City Of Wisconsin Rapids			Total Grant Amount \$28,286
Project Name WI Rapids Storm Water Management Plan Update		Grant Period From January 1, 2016 Through December 31, 2017	
Authorized Government Official Joe Eichsteadt, Design Engineer		Grantee Contact Joe Eichsteadt, Design Engineer	
Government Official Address 444 West Grand Avenue		Contact's E-mail Address jeichsteadt@wirapids.org	
City, ZIP Code, County Wisconsin Rapids, 54495 Wood County		Contact's Telephone Number (715)421-8251 Fax No. (715)421-8291	
Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address Terry Kafka, (715)355-1363, terence.kafka@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	\$28,286.00		
		Cost-share Percentage	
		for this grant:	36 %
2. Total Maximum Grant Amount	\$28,286.00		

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 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



Title

3/9/2016

Date Signed



(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

February 24, 2016

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:

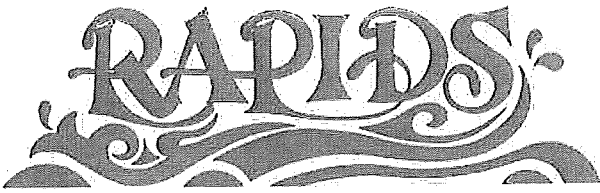
I, the undersigned, hereby certify and attest that the GRANTEE has incorporated the "local share" of funding for the project covered by this grant within the municipal budget, or has otherwise made provisions to provide the local share.

Authorized Government Official

#3(2015)

Resolution Number Authorizing Expenditure

W I S C O N S I N



City Clerk's Office

444 West Grand Avenue
Wisconsin Rapids, WI 54495-2780
Phone: (715) 421-8200
Fax: (715) 421-8280

CERTIFICATE


State of Wisconsin)
) ss
County of Wood)

I, Shane E. Blaser, being the duly elected Clerk of the City of Wisconsin Rapids, DO HEREBY CERTIFY that the following are true and exact excerpts of minutes of a meeting of the Wisconsin Rapids Common Council held February 17, 2015.

Said minutes pertain to the City of Wisconsin Rapids applying for the WisDNR's Urban Nonpoint Source and Storm Water Management grant.

Dated this 24th day of February, 2015.

[SEAL]



Shane E. Blaser, City Clerk

CITY HALL COUNCIL CHAMBERS
WISCONSIN RAPIDS, WISCONSIN

Tuesday, February 17, 2015

A regular meeting of the Wisconsin Rapids Common Council was called to order by Mayor Zachary Vruwink at 6:00 p.m. on Tuesday, February 17, 2015.

Roll call showed that all alderpersons were present. Also present were student observers Cody Woyak and Nicholas Kizewski.

The mayor requested that all present stand for the Pledge of Allegiance and a moment of silent prayer.

It was moved by Stack, seconded by Kirkpatrick, to dispense with reading and accept the minutes of the previous meeting. Motion carried.

The mayor explained that people in the audience may address the council by making their request to do so through an alderperson.

- Sign a grant agreement between the City of Wisconsin Rapids and the WDNR
- Submit reimbursement claims along with necessary supporting documentation;
- Submit signed documents; and
- Take necessary action to undertake, direct, and complete an approved project.

BE FURTHER RESOLVED that the City of Wisconsin Rapids shall comply with all state and federal laws, regulation and permit requirements pertaining to implementation of the project and to fulfillment of the grant document provisions.

14. The committee adjourned in closed session at 6:30 p.m.

It was moved by Stack, seconded by Ferkey, to adopt the Finance and Property Committee's reports. Motion carried 7 ayes and 0 nays.

(Here occurred business not pertinent.)

There being no further business to come before the council, it was moved, seconded, and carried to adjourn; time 6:56 p.m.

Respectfully submitted,

/s/ Shane E. Blaser
Shane E. Blaser, City Clerk

Activity Based Budget Summary

2016 Activity	Wages	ILC	Equipment	Other	Total	2015
Ditch Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,794
Storm Pond Construction	-	-	-	-	-	-
Storm Pond Inspection	924	737	-	-	1,661	2,550
Flooding Studies / Complaints	2,317	1,848	-	-	4,165	2,040
Total	\$ 3,241	\$ 2,585	\$ -	\$ -	\$ 5,826	\$ 25,384

Storm Water Administration

Budget Line Item	Historical Information			Budget		
	Actual 2012	Actual 2013	Actual 2014	Budget 2015	Budget 2016	Increase (Decrease)
Wages	\$ -	\$ -	\$ 10,547	\$ 15,740	\$ 11,888	\$ (3,852)
Incidental Labor	-	-	8,649	12,749	9,481	(3,268)
Supplies	-	-	478	500	930	430
Utility Billing Charges	-	13,193	11,439	14,000	14,750	750
Permits & Fees	-	3,000	3,000	6,500	6,500	-
Contract Payments	-	6,445	131	80,000	80,000	-
Total	\$ -	\$ 22,638	\$ 34,244	\$ 129,489	\$ 123,549	\$ (5,940)

Storm Water Administration Activity Based Budget Highlights

- ▶ **Public Education** - Engineering time spent on coordinating rain barrel workshops and storm stenciling.
- ▶ **Illicit Discharge & Pollution Control** - Time spent inspecting 36 priority outfalls, 12 major outfalls and investigating spills and contaminations. Also includes time for inspection of private and public developments and review of City storm water policies.
- ▶ **Storm Water Quality Management** - Engineering time spent updating the storm water management plan, storm sewer map, GIS data input, storm water modeling, and TSS reduction analysis. Budget also includes the cost for the following:

MSA - storm water consultant	\$ 80,000	ESRI - GIS	\$ 1,500
WI DNR - MS4 permit	\$ 3,500	North Central Storm Water Coalition	\$ 1,500

The fund budgeted for the MSA storm water consultant is to update the storm water model to comply with TMDL (Total Maximum Daily Loads) standards.

- ▶ **Utility Administration** - Engineering staff time spent on the annual budget and storm water billing issues. WWLC - \$14,750

Activity Based Budget Summary

2016 Activity	Wages	ILC	Equipment	Other	Total	2015
Public Education	851	679	-	1,500	\$ 3,030	3,598
Illicit Discharge & Pollution	1,215	969	-	500	2,684	5,925
Storm Water Quality Managem't	6,611	5,272	-	85,430	97,313	103,041
Utility Administration	3,211	2,561	-	14,750	20,522	16,925
Total	\$ 11,888	\$ 9,481	\$ -	\$ 102,180	\$ 123,549	\$ 129,489

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.	USP72291Y16
Governmental Unit	City Of Wisconsin Rapids
Project Contact Name	Joe Eichsteadt
Project Contact Title	City Engineer
Project Contact Mailing Address	444 W Grand Ave Wisconsin Rapids, WI 54495
Project Contact Phone Number (direct):	(715) 421-8251 Extension:
Project Contact E-Mail Address:	jeichsteadt@wiscrapids.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