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

March 01, 2016

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



► REQUIRES IMMEDIATE ACTION ◀
Urban Nonpoint Source & Stormwater Mgt
Grant# USP28291Y16
Grant Amount: \$20,000.00

Jacob Maas, Zoning Administrator City Of Watertown 106 Jones St Po Box 477 Watertown, WI 53094

Dear Mr. Maas:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *Watertown Erosion Control and Storm Water Ordinances Update* 

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)

Mike Gilbertson – DNR Region: SC



C:

#### 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.	USP28291Y16
Governmental Unit	City Of Watertown
Project Contact Name	Jaynellen Holloway, P.E.
Project Contact Title	City Engineer
Project Contact Mailing Address	106 Jones Street, P.O. Box 477
	Watertown, WI 53094
Project Contact Phone Number (direct):	(920) 262-4050 Extension:
Project Contact E-Mail Address:	jaynellenh @ city of water town, org

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

Name	Cindy Rupprecht
Title	City of Watertown Clerk/Treasurer
Mailing Address	106 Jones Street P.O. Box 477, Watertown, WI 53094
Phone Number (direct):	(920) 262-4006 Extension:
E-Mail Address:	Cindyr @ city of watertown, org

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

PART 1 GRANT ADMINISTRATION INFORMATION

## 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.].

Grant Number	Grant Award Date			T					
USP-USP28291Y16	January 1, 2016								
Grantee (Unit of Government)	January 1, 2010				Cotal G	Frant Amount			
City Of Watertown					i Otal C	\$20,000			
Project Name		Grant Period				Ψ20,000			
Watertown Erosion Control and Stor	m Water Ordinances Undate	and the second s	From January 1, 2016 Through December 31, 2017						
Authorized Government Official	III Water Ordinances Opuate		Grantee Contact						
John David, Mayor		Jacob Maas, Zonii	na Admir	nistrator					
Government Official Address		Contact's E-mail A		motrator					
106 Jones St Po Box 477		jacobm@cityofwat		ora					
City, ZIP Code, County		Contact's Telephor							
Watertown, 53094 Jefferson Cou	intv	(920)262-4041 F							
Name of Department Regional Non					ONR R	eaion			
Mike Gilbertson, (608)275-3288, Mi						Central Region			
, ( ,	<u> </u>								
PART 2. ELIGIBLE COST-SH	IARE BUDGET DATA								
Note: Line items cannot be exceeded	without approval in advance	from the DNR.	-						
		State							
		<b>Cost-Share Amount</b>							
1. Project Cost-Share Reimbo	ursements for:								
a. STORM WATER PLA	NNING	\$20,000.00							
				Cost-share Percentage					
for this g									
			1.01	uno gra		00 70			
2. Total Maximum Grant Am	nount	\$20,000.00							
2. Total Maximum Grant Am	nount	\$20,000.00							
2. Total Maximum Grant Am	nount	\$20,000.00							

#### 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, updated low impact development/conservation subdivision ordinance, updated 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 nonappropriation 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

<u>Environmental and Natural Heritage Concerns</u>. 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  3-4-20/6  Date Signed	FOR THE STATE OF WISCONSIN By  May Rose Teves, Director Bureau of Community Financial Assistance  Mark 1, 2016 Date Signed
(Printed Name, If Different Than Authorized Government Official on P.	1)
When returning the signed grant, you must also the grant project costs – such as a copy showing	include evidence of your community's local share of a its inclusion in the municipal budget, or other
	tted the necessary funding to complete the project.
Certification provided as an alte	ernative to evidence of local share:
	GRANTEE has incorporated the "local share" of funding bal budget, or has otherwise made provisions to provide
Authorized Government Official R	esolution Number Authorizing Expenditure

# 2016

# STORM WATER UTILITY BUDGET

Fund #16

Public Hearing Date: November 3, 2015

Adoption Date: November 17, 2015

11/20/15

07:49:11 AM

## CITY OF WATERTOWN STORM WATER UTILITY BUDGET FOR 2016

07:49:11 AM	DEPARTMENT	 ACTUAL	BUDGETED 2015		ACTUAL TO 7/31/15		TOT. EST 2015	F	REQUESTED 2016		MAYOR 2016		FINANCE 2016		ADOPTED 2016
ACCT NO.	DEPARTMENT	 2014	2015		7/31/13		2010								
	REVENUES					100		_				\$		c c	
16-40-00-61	Developer Contribution	\$ - 3	*	\$	-	\$		\$	-	\$		<b>\$</b>		Ф	630,635
16-40-16-01	Residential Customers	629,062	630,000		368,133		630,000		630,635		630,635		630,635		281,806
16-40-16-02	Commercial Customers	278,690	279,000		164,631		279,000		281,806		281,806		281,806		
16-40-16-03	Institutional Customers	124,427	125,000		72,617		125,000		118,451		118,451		118,451		118,451
16-40-16-04	Manufacturing Customers	164,109	165,000		95,760		165,000		164,214		164,214		164,214		164,214
16-40-16-05	Governmental Customers	83,639	84,000		48,788		84,000		89,934		89,934		89,934		89,934
16-40-16-06	Administration Fees	0	0		0		0		0		0		0		0
16-40-20-00	Penalties	11,740	13,000		4,145		8,000		11,000		11,000		11,000		11,000
16-42-00-00	Sale of Surplus Items	0	0		0		0		0		0		0		0
16-42-00-64	DNR Storm Water Grant	120,255	0		0		0		0		0		0		0
16-43-51-16	Erosion Control Permits	275	300		0		0		0		0		0		0
16-44-16-01	Misc Revenue	0	200		0		0		0		0		0		0
16-48-05-10	Interest Income	518	500		228		400		400		400		400		400
16-49-05-30	Loan Proceeds-Projects	0	0		0		0		0		0		0		0
	TOTAL REVENUE	\$ 1,412,715	\$ 1,297,000	\$	754,302	\$	1,291,400	\$	1,296,440	\$	1,296,440	\$	1,296,440	\$	1,296,440
EXPENSES	5							_			070 707	•	070 707	e	273,737
16-58-16-10	Salaries	\$ 284,990			122,836	\$	268,475	\$	273,735	Þ	273,737	Ф	273,737 2,317	Φ	2,317
16-58-16-12	Longevity	2,808	3,000		0		3,000		2,317		2,317 8,000		8,000		8,000
16-58-16-14	Overtime	7,080	7,000		3,544		7,000		8,000		and the second second		11,000		11,000
16-58-16-16	Part-time salaries	4,609	11,000		3,632		8,000		12,000		11,000 20,000		20,000		20,000
16-58-16-17	Flooding Expenses	0	20,000		0		0		20,000		6,000		6,000		6,000
16-58-16-18	Office Supplies and Expenses	2,403	6,000		435		3,500		6,000		25,000		25,000		25,000
<b>(</b> 16-58-16-19	Misc Street Supplies	21,929	25,000		13,116		23,000		25,000 8,000		8,000		8,000		8,000
16-58-16-20	Software Maint Contract	39,490	9,000		8,333		8,400		•		20,000		20,000		20,000
16-58-16-21	Sweeping Screenings	12,589	30,000		12,184		15,000		20,000 19,000		19,000		19,000		19,000
16-58-16-22	Maintenance	8,847	21,000		12,810		23,000				13,000		13,000		13,000
16-58-16-23	Tires/Tire Repair	9,259	11,000		0		11,000		13,000 8,000		8,000		8,000		8,000
16-58-16-24	Storm Water Permits	3,807	9,000		3,419		6,000				2,000		2,000		2,000
16-58-16-25	Engineering Fees	0	2,500		0		1,500		2,000		1,000		1,000		1,000
16-58-16-26	Right-of-Way Acquisition	30	2,000		0		1,000		1,000		2,000		2,000		2,000
16-58-16-27	Legal Fees	234	4,000		0		1,000		2,000		9,000		9,000		9,000
16-58-16-28	Audit Fees	7,140	11,000		5,860		10,000		9,000		9,000		9,000		9,000
16-58-16-29	Billing Services	8,387	7,000		4,150		7,900		9,000		•		6,000		6,000
16-58-16-30	Administration	5,264	7,000		600		6,000		6,000		6,000 2,000		2,000		2,000
16-58-16-31	Water	765	3,000		0		1,500		2,000		9,500		9,500		9,500
16-58-16-32	Digger's Locate Fees	9,420	8,000		0		8,000		9,500		18,748		18,748		18,748
16-58-16-33	Wisconsin Retirement	20,610	18,862		8,592		18,862		18,747				18,293		18,293
16-58-16-34	Social Security	17,519	17,948		7,669		17,762		15,768		18,293		4,278		4,278
16-58-16-35	Medicare	4,097	4,198		1,794		4,154		4,293		4,278		101,976		101,976
16-58-16-36	Health Insurance	84,328	96,512		64,342		96,512		99,498		101,976				1,021
	Life Insurance	742	917	7	544		917	•	1,021		1,021		1,021		•
16-58-16-37	Life in barance		5,889		3,926		5,889	20	5,760		5,760		5,760	- 6	torm Wate 76/til

11/20/15

### CITY OF WATERTOWN

STORM WATER UTILITY BUDGET FOR 2016 07:49:11 AM ADOPTED FINANCE TOT. EST REQUESTED MAYOR BUDGETED ACTUAL TO ACTUAL 2016 2016 2016 2016 2015 7/31/15 2015 2014 ACCT NO. DEPARTMENT 5,000 5,000 5.000 1,796 4,000 5,000 2.875 5.000 16-58-16-39 Street Repairs 28,000 28,000 28,000 28,000 28,000 8,201 32.636 28.000 16-58-16-40 **Equipment Fuel** 4,000 4,000 4,000 4.000 3,000 4,500 241 16-58-16-41 Safety Equipment 945 3.000 3,000 3,000 3,000 5.000 0 1,500 1.166 16-58-16-42 Saw Blades 5,000 5.000 5,000 5,000 4.000 0 8.000 16-58-16-45 Pipe 70,000 70,000 85,000 70,000 70,000 65.212 73,631 95.000 16-58-16-46 Excavate/Repair/Install 30,000 30,000 30,000 30,000 30,000 30,000 16,048 110,430 **★**16-58-16-47 **Outside Services Employed** 0 0 0 0 0 0 Depreciation on Equip 91,013 0 16-58-16-58 0 0 361,949 16-58-16-59 Depreciation 462,000 462,000 462,000 462,000 220,000 250,000 218,175 16-58-16-60 Capital Outlay 1,211,630 1.211.630 \$ 1.211.630 \$ 1,207,639 \$ 587,459 \$ 932,871 \$ 5 1,236,692 \$ 1,034,801 \$ Subtotal DEBT 107.500 107,500 \$ 107,500 \$ 107,500 \$ \$ 105,000 \$ - \$ 105.000 \$ Principal \$3,020,000 (partial)2007 \$ 16-59-90-00 95.000 95,000 95.000 90,000 95.000 0 0 90.000 Principal \$7,795,000 (partial)2008 16-59-90-01 31,698 31,698 35,683 31,698 31.698 35,683 18,826 Interest \$3,020,000 (partial) 38,573 16-59-90-11 37,051 37.051 37,051 37,051 38.983 20,448 38.983 42.695 Interest \$7,795,000 (partial) 16-59-90-12 0 0 0 0 0 0 (15,894)0 16-59-90-13 **AFUDC** 0 0 0 0 0 0 0 16-59-90-21 **Debt Processing Fees** 0 0 0 0 0 0 0 0 0 **Borrowing Costs** 16-59-90-40 271,249 \$ 271,249 271.249 \$ 271.249 \$ 39,274 \$ 269.666 \$ 269.666 \$ S 65,374 \$ Subtotal 1,482,879 1,482,879 \$ 1.478.888 \$ 1.482.879 \$ 626.733 \$ 1,202,537 \$ 1,304,467 \$ 1.302.066 \$ **TOTAL EXPENSES** \$ 1,296,440 1,296,440 1,296,440 1.296.440 1,291,400 1,412,715 1.297.000 754.302 **TOTAL REVENUE** (186, 439)(186, 439)(182,448)(186, 439)127,569 88.863 110,649 (7,467)**FUND BALANCE CHANGE** \$ 358,670 Cash & Equivalents 12-31-2014 **OUTSTANDING PRINCIPAL AMOUNTS** 88,863 Change in C & E for 2015 Principal As Of Principal As Of 2016 447,533 \$ Cash and Equivalents 12-31-2015 42,735 12/31/15 **Payments** (186, 439)C & E Change for 2016 107,500 755,000

95,000

202,500 \$

805,000

1,560,000

Part of \$3.020M (20

Part of \$7.795M(200

**Total Debt** 

\$

862,500

900,000

1,762,500 \$

261,094

Storm Water Utility

\$

Cash and Equivalents 12-31-2016