

# YOUR COPY

State of Wisconsin  
 Department of Natural Resources  
 Bureau of Community Financial Assistance  
 Post Office Box 7921 -- CF/8  
 Madison, Wisconsin 53707-7921

## WISCONSIN URBAN NONPOINT SOURCE WATER POLLUTION ABATEMENT & STORMWATER MANAGEMENT GRANT PROGRAM

### -- GRANT AMENDMENT --

Note: This document is authorized by s 281.66, Wis Stats, and chs. NR 154 and 155, Wis Adm Code. Acceptance of this form is mandatory. Failure to return a signed form to the Department of Natural Resources will result in the denial of grant funds. The information contained in this form will be used to establish reimbursement eligibility for the Urban Nonpoint Source Grant Program. 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-FX06-67153-06	Grant Award Date October 1, 2005	Date of Amendment August 10, 2007	Amendment Number 1
Grantee Village of Mukwonago			Total Grant Amount \$60,500
Project Name Storm Water Plan Development			Watershed Mukwonago River
Authorized Representative Bernard Kahl, Administrator/Clerk-Treasurer		Project/Grant Period From October 1, 2005 Through December 31, 2008	
Street Address Po Box 206		Grantee Contact Thomas Brandemuehl, Public Works Supervisor	
City, Zip Code, County Mukwonago, 53149 Waukesha County		Contact's E-mail Address bkahl@villageofmukwonago.com	
Telephone Number (262) 363-6447 Fax No. (262) 363-6425		Consultant kpeot@rielert-mielke.com]	
Name of Department Regional Coordinator and Phone Number Maureen McBroom 262-574-2174		DNR Region Southeast Region	

#### PART 2. ELIGIBLE COST-SHARE BUDGET DATA

Note: Line items cannot be exceeded without amendment

- 1 Project Cost-Share Reimbursements For:
  - a Development of Storm Water Management Plan
- 2 Eligible Force Account Activities
- 3 Total Urban Construction Grant Amount

	Original or Former Award	Amendment Amount	Amended Grant Amount
1	60,500	0	60,500
2	0	0	0
3	60,500	0	60,500

#### PART 3. PURPOSE AND SCOPE

This Urban Construction Runoff Management grant amendment extends the grant period through **December 31, 2008**

The amount listed in the line-item under Part 2 (above) is the maximum amount which the department may reimburse you under this grant, subject to any additional limitations imposed by the contract approval letter. All terms and conditions of the original grant remain in effect, unless specifically amended. Grantee's obligations for quarterly reimbursement requests and progress reports continue with the same mandatory deadlines. Grantee must continue to obtain **prior approval** of all consultant or personal-service contracts; and, reimbursement requests must be accompanied by the required payment documentation.

-- SCOPE CONTINUED - OVER --

### Project Eligibility

**Stormwater Plan.** This grant authorizes cost-sharing reimbursement of up to 50% of actual and eligible expenses for development and implementation of a comprehensive storm water management plan for the municipality, consistent with the application dated April 14, 2005, to the maximum amount in part 2 of this grant. Personal service contracts or, at a minimum, scope of service agreements between the consultant and the grantee to perform this work must be approved by the department prior to signing; projects not receiving this approval will not receive reimbursement. Adequacy of the proposed product must meet the minimum criteria (below) and also conform to the activities proposed in the application. The storm water management plan will address the area of the municipality identified in the application. The plan will include an analysis of the existing and projected stormwater flows and loadings, mapping of the current municipal separate storm sewer system, identification of drainage basins, location of water resources in the area, a statement of the goal of the plan, analysis and cost-effectiveness comparisons of practice alternatives, recommendations to implement best management practices to meet the goal, and analysis of a municipal stormwater management program to implement the plan.

**Grantee Stipulated Obligations.** Your application stipulated that grantee has in place erosion control and stormwater management ordinance(s). In addition, under the Multiplier section of the application, you committed to implement: (1) a pollution prevention I & E program for your community; (2) a nutrient management plan for municipally-owned properties; and, (3) a stormwater permit tracking system. Prior to receiving your final reimbursement for this grant activity, you must provide adequate supporting documentation to certify fulfillment of these obligations to your regional project manager

**Municipal Employee Expenses** Legal restrictions limit reimbursement for municipal employee grant-related expenses for planning activities to (1) a project employee specifically retained to perform this particular project, or (b) an existing municipal employee only if a project person were hired to "back-fill" the employee's regular duties. Because such expenses are not eligible under this grant program, they also do not fulfill local share or "matching" requirements for reimbursement purposes

**Monitoring/Pollution Reduction.** Grantee shall prepare and submit to the department project manager the project evaluation analysis and reporting proposed in the application materials [under Qualification Element no. 2, Project Evaluation Strategy] Grantee shall calculate sediment delivery from the site, comparing pre-construction and post-construction delivery. Any additional pre- or post-installation monitoring activity must be agreed-upon between the grantee and the department project manager. Within six months of the end of the Grant Period, grantee shall submit a final report to the department project manager detailing the project's implementation and effectiveness

<b>REIMBURSEMENT DEADLINES</b>	
<b>Eligible Expenses Incurred</b>	<b>Reimbursement Request Due Date</b>
Expenses incurred and paid prior to March 31, 2007	April 30, 2007
Expenses incurred between April 1, 2007 and June 30, 2007	July 31, 2007
Expenses incurred between July 1, 2007 and September 30, 2007	October 31, 2007
Expenses incurred between October 1, 2007 and December 31, 2007	January 31, 2008
Expenses incurred between January 1, 2008 and March 31, 2008	April 30, 2008
Expenses incurred between April 1, 2008 and June 30, 2008	July 31, 2008
Expenses incurred between July 1, 2008 and September 30, 2008	October 31, 2008
Expenses incurred between October 1, 2008 and December 31, 2008	<b>FINAL PAYMENT</b> January 31, 2009

All expenses incurred and paid by the grantee during the quarterly period listed above must be submitted to the department for reimbursement by the reimbursement request deadline/due date specified above. Failure to meet those deadline requirements may mean that such expenses will not be reimbursed by the department

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**PART 4. CONDITIONS**


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The State of Wisconsin Department of Natural Resources (Department) and the Grantee, in mutual consideration of the provisions of this document, agree as follows:

**Section A – General Requirements**

- A1 This agreement and all activities undertaken pursuant to this agreement are subject to the provisions of s 281.65, Wis. Stats., and chs. NR 151, 153, and 154, Wis. Adm. Code. All amendments to this grant agreement shall be executed in writing.
- A2 Eligibility for cost-sharing reimbursement is governed by the provisions of s. NR 154.04 and ch. NR 153, Wis. Adm. Code, by the stipulations or limitations in this grant's Scope provisions, and by the applicable contract approvals by the department, as required under provision B1.
- A3 The Grantee may not receive reimbursement for costs which either exceed the amounts listed in Part 2, or are not authorized by the Scope of this agreement. Cost-share rates and applicability may be further limited by departmental contract approval(s), which may restrict the grant cost-share amount due to the eligibility requirements of the statute and codes. Reimbursements are contingent upon availability of State funds.
- A4 Neither the grantee nor any landowner may adopt any land use or practice that reduces the effectiveness or defeats the purposes of the best management practices installed under this grant.

**Section B – Grantee Responsibilities**

- B1 All professional service and construction contracts, construction designs, and appraisals must be approved by the department project manager prior to signing or entering into such commitments. Grantee must obtain all required permits prior to construction.
- B2 If constructing on non-grantee-owned property, the Grantee shall enter into cost share agreements with landowners and land operators on forms provided by the Department. The cost share rates may not exceed the rates specified in the applicable administrative code governing this grant or in the Scope section of this grant. Such agreements and amendments shall be recorded with the Register of Deeds and promptly submitted to the department project manager. The Grantee agrees to perform periodic inspections beyond the grant period to ensure that all cost share recipients are complying with the maintenance requirements in accordance with the applicable administrative code governing this grant.
- B3 The Grantee shall submit reimbursement requests on the worksheets provided by the Department and accompanied by verification of project expenses, at least quarterly, as specified in the Scope section.
- B4 The Grantee shall comply with the cost containment and procurement procedures in the applicable administrative codes governing this grant. The Grantee shall maintain a financial management system, separate from all other grantee activities, for this grant. Accounting and fiscal records shall be maintained in accordance with the applicable administrative codes governing this grant. At a minimum, grantee shall retain and make available all fiscal records pertaining to this grant for three years after the date of final settlement, 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.
- B5 The Grantee shall submit progress reports at the conclusion of each quarter of the project period to the Department's project manager identified in Part 1 of this agreement. Within six months after the end of the grant period, grantee must submit a final report to the project manager detailing practices installed and results expected/obtained, along with a maintenance strategy for the practices installed.

**Section C – State and Federal Requirements**

- C1 If historical/cultural artifacts are unearthed during any earth disturbance under this grant activity, Grantee is to immediately notify the department project manager to determine the appropriate response.
- C2 The Grantee shall ensure that Department representatives have access to land on which grant-funded activities are undertaken during period of best management practice installation, operation and maintenance, or for performance auditing purposes.
- C3 The Grantee shall indemnify the Department and all of its officers, employees and agents against, and hold harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, to person or property, including attorney's fees, arising out of, connected with or resulting from the occupancy, use, acts or omissions of the Grantee's employees, agents or representatives.
- C4 The Grantee or its employees or agents are not employees or agents of the Department for any purpose including Worker's Compensation.
- C5 The grantee shall not issue funds from this grant to individuals if that individual is delinquent in child support or maintenance payments [s 144.25(9)(L), Wis. Stats]. The grantee shall comply with this condition by verifying a cost share recipient non-delinquent at the time of signing a cost share agreement by accessing the Department of Workforce Development website.
- C6 In connection with the performance of work under this agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision includes but is not limited to 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. The Grantee agrees to provide and post notices in conspicuous places, available for employees and applicants for employment, setting forth the provisions of this nondiscrimination clause. Except with respect to sexual orientation, Grantee shall take affirmative action to ensure equal employment opportunities.

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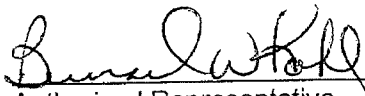
**PART 5. INELIGIBLE COSTS**

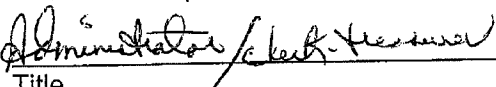
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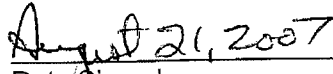
- 1 Costs incurred, or work performed, either prior to or after the grant period [page 1, Part 1], unless specifically authorized in the grant Scope.
  - 2 Costs for installation of a best management practice which does not meet the conditions of the applicable administrative codes governing this grant, or which are inconsistent with the grant application
  - 3 Costs for practices identified as ineligible practices in the applicable administrative codes governing this grant or which are specifically excluded in the contract approval letter.
  - 4 Costs which exceed or do not satisfy the cost containment procedures of the applicable administrative code governing this grant
  - 5 Costs to perform operation and maintenance of best management practices
  - 6 Costs specified in NR 153.15(2), Wis. Admin Code
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FOR THE GRANTEE

By:


  
\_\_\_\_\_  
Authorized Representative

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date Signed

FOR THE STATE OF WISCONSIN

By

  
\_\_\_\_\_  
Debra Martinelli, Director  
Bureau of Community Financial Assistance

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
(Printed Name, If Different Than Authorized Representative on P 1)