

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

Scott Walker, Governor  
Daniel L. Meyer, Secretary  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



December 8, 2017

► **REQUIRES IMMEDIATE ACTION** ◀  
**Urban Nonpoint Source & Stormwater Mgt.**  
**Grant# USP16030Y18**  
**Grant Amount: \$12,451**

Ada Tse, Stormwater Coordinator  
City of Superior  
51 East First St.  
Superior, WI 54880

Dear Ms. Tse:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *Green Infrastructure Code Audit*

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 a number of activities where you must obtain prior departmental review and authorization before proceeding, including prior approval of any professional service agreement (PSA) before entering into those agreements with consultants hired to complete grant deliverables. Department approval of all grant project PSAs are required before PSA expenses may be reimbursed. An example of a PSA approval letter issued by the Department is attached. You are also obligated to submit a Final Report Form with your final reimbursement request for the projects completed under this grant; products developed under the grant (e.g., stormwater management plan) are also a required component of the Final Report submittal. Please note that final reimbursement requests must be received by the Department within 60 days after grant expiration.

To accept this grant, please review the agreement and transmit a scanned 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 via email at [DNRCFANONPOINTGRANTS@wisconsin.gov](mailto:DNRCFANONPOINTGRANTS@wisconsin.gov). You will receive a confirmation email when we have received your fully-executed grant agreement and attachments.

Please review this grant thoroughly and if you have any questions, contact your Regional Nonpoint Coordinator Ruth King by phone at (715)635-4142 or by email at [Ruth.King@Wisconsin.gov](mailto:Ruth.King@Wisconsin.gov). 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 (e-copy): Ruth King, Regional Nonpoint Source Coordinator

## 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.	USP16030Y18
Governmental Unit	City of Superior
Project Contact Name	
Project Contact Title	
Project Contact Mailing Address	
Project Contact Phone Number (direct):	(    )                      Extension:
<b>Project Contact Email Address:</b>	

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

Name	
Title	
Mailing Address	
<b>Email Address:</b>	

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 the Department's NPS Program Grant Manager in the Bureau of Community Financial Assistance and the DNR regional Nonpoint Source Coordinator listed in the grant award cover letter.

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[Redacted]

[Redacted]  
 [Redacted]  
 [Redacted], WI [Redacted]

Subject: Professional Services Agreement (PSA) Approval for [Redacted]  
 Urban Nonpoint Source & Storm Water Management Grant No. [Redacted]

Dear [Redacted]:

The Department of Natural Resources (DNR) reviewed and hereby approves the scope of services contained in the draft Professional Services Agreement (PSA) between the [Redacted], for the [Redacted] Storm Water Management Plan, which was received by our office on [Redacted]. This PSA approval is made a part of the Urban Nonpoint Source & Storm Water Management Grant Agreement for Grant Number [Redacted] and any approved amendments.

The project is eligible for [Redacted] state cost-share, up to the grant award amount of \$ [Redacted] through the [Redacted] Urban Nonpoint Source and Stormwater Management Grant [Redacted], with the completion of the following grant agreement deliverables:

1. Updated Construction Erosion Control Ordinance
2. Updated Stormwater Ordinance for New Development and Re-Development
3. Updated Low Impact Development Conservation / Subdivision Ordinance
4. New Ordinance that Affects Runoff from the Developed Urban Area
5. New Feasibility Analysis of Alternate Funding Mechanisms
6. New Stormwater Management Plan for the Developed Urban Area
7. New Stormwater Management Plan for New Development

The following scope of services (i.e., grant deliverables) and costs in the submitted draft scope of services are eligible for grant reimbursement:

Grant Deliverable*	PSA Scope Item Description	Total Cost	State Cost-share
6,7	Collect Field Data Elev, Inv Pipe Size	[Redacted]	[Redacted]
6,7	Prepare Data for GIS Entry	[Redacted]	[Redacted]
6,7	GIS Mapping	[Redacted]	[Redacted]
6,7	Collect Current Stormwater Data	[Redacted]	[Redacted]
6,7	Prepare model base map	[Redacted]	[Redacted]
6,7	Determine & Calculate Drainage Areas	[Redacted]	[Redacted]
6,7	Model System No Controls	[Redacted]	[Redacted]
6,7	Model System with Controls	[Redacted]	[Redacted]
6,7	Prepare Report	[Redacted]	[Redacted]
5	Financial Feasibility Analysis	[Redacted]	[Redacted]
6,7	Illicit Discharge Inspection	[Redacted]	[Redacted]
1,2,3,4	Ordinance Review/Updates/Preparation	[Redacted]	[Redacted]
<b>Totals</b>		[Redacted]	[Redacted]

\* Grant deliverable numbers referenced in the table are defined in the list above.

Please note that changes to the contract scope or amounts, must first receive written approval from the DNR to be eligible for reimbursement. If one or more grant deliverables is not completed, grant reimbursements may not exceed the state cost-share for completed deliverables itemized in the table above.

Please call me at [REDACTED], if you have any questions about this approval.

Sincerely,

[REDACTED]  
[REDACTED] Nonpoint Source Program Coordinator

cc: [REDACTED] (via email)

[REDACTED] - DNR Nonpoint Source Program Grant Manager, CF/2 (via e-mail)

EXAMPLE

**-- PLANNING GRANT AGREEMENT --**

Form 8700-327 (rev. Aug 2017)

**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**

<b>Grant Number</b> USP16030Y18	<b>Grant Award Date</b> January 1, 2018	
<b>Grantee (Unit of Government)</b> City Of Superior		<b>Total Grant Amount</b> \$12,451
<b>Project Name</b> Green Infrastructure Code Audit	<b>Grant Period</b> From January 1, 2018 Through December 31, 2019	
<b>Authorized Government Official</b> Todd Janigo, Director, Public Works	<b>Grantee Contact</b> Ada Tse, Stormwater Coordinator	
<b>Government Official Address</b> 1316 N 14th St	<b>Contact's E-mail Address</b> tsea@CI.SUPERIOR.WI.U	
<b>City, ZIP Code, County</b> Superior, 54880 Douglas County	<b>Contact's Telephone Number</b> (715) 394-0392 Fax No.	
<b>Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address</b> Ruth M. King, (715)635-4142, Ruth.King@Wisconsin.gov		<b>DNR Region</b> Northern Region

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

Note: Line items cannot be exceeded without approval in advance from the DNR.

<b>Budget Line Item Description</b>	<b>State Cost-Share Amount</b>
Storm Water Planning Products	\$12,451.00
<b>Total Maximum Grant Amount</b>	<b>\$12,451.00</b>
<b>Cost-share Percentage</b>	<b>50 %</b>

**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 low impact development/conservation subdivision ordinance; updated storm water management plan and updated ordinance for the entire developed urban area; and an updated storm water management plan and updated ordinance 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 complete and submit project progress reports to the DEPARTMENT Regional Nonpoint Source Coordinator identified in Part 1 of this agreement with each request for partial grant reimbursement.
13. Agrees, within 60 days of the grant expiration date, to complete and submit a [Final Report Form \(Form # 3400-189P\)](#), including copies of grant deliverables, and final request for grant reimbursement to the DEPARTMENT's Regional Nonpoint Source Coordinator for review and approval.
14. Agrees that reimbursements may only be made for work performed, and expenses incurred, during the grant period as specified in Part 1 above.
15. Agrees to comply with annual Single Audit requirement, at its own expense, if combined total state and federal grant awards received by the GRANTEE from all sources is \$750,000 or more during the calendar year. Annual Single Audit requirements are specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (referred to as Uniform Guidance) and the Wisconsin State Single Audit Guidelines found at: <http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines> issued by the Wisconsin Department of Administration (DOA), State Controller's Office.
16. Should consider following methods for controlling, transporting and disposing of aquatic invasive plants and animals and water in which they may be contained, as described in the DEPARTMENT's Manual Code 9183.1 *Boat, Gear, and Equipment Decontamination and Disinfection* and available on the DEPARTMENT's website at: <http://dnr.wi.gov/topic/invasives/disinfection.html>.

#### 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.
- 4. Shall reimburse costs incurred for completed grant project deliverables at amounts not to exceed those itemized for each grant deliverable in the DEPARTMENT's professional service agreement approval letter(s).

**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:

FOR THE STATE OF WISCONSIN  
By



\_\_\_\_\_  
Authorized Government Official

\_\_\_\_\_  
Mary Rose Teves, Director  
Bureau of Community Financial Assistance

\_\_\_\_\_  
Title

December 8, 2017

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

\_\_\_\_\_  
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 Number Authorizing Expenditure