



A G E N D A
CITY OF WAUPUN BOARD OF PUBLIC WORKS
MEETING
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, March 12, 2024 at 4:30 PM

The Board of Public Works and Facilities Committee will meet in person, virtual, and teleconference. Instructions to join the meeting are provided below:

To Join Zoom Meeting
<https://us02web.zoom.us/j/81987138114>

Meeting ID: 819 8713 8114
By phone: (312) 626 6799 US

CALL TO ORDER

ROLL CALL

PERSONS WISHING TO ADDRESS THE BOARD OF PUBLIC WORKS--State name, address, and subject of comments.
(2 Minutes)

No Public Participation after this point.

FUTURE MEETINGS AND GATHERING INVOLVING THE BOARD OF PUBLIC WORKS

CONSIDERATION - ACTION

- [1.](#) Approve minutes of the February 13, 2024 meeting
- [2.](#) City of Waupun 2023 annual MS4 Report (Informational)
- [3.](#) 2024 Stormwater Quality Master Plan Update
- [4.](#) Approve/Recommend approval of City Hall Reroof Bid

ADJOURNMENT

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact the City Clerk at 920-324-7915.



MINUTES—CITY OF WAUPUN BOARD OF PUBLIC WORKS & FACILITIES

Tuesday, 13-February-2024 – City Council Chambers

CALL TO ORDER

Chairman Peter Kaczmarki called the meeting to order at 4:30 PM

ROLL CALL

Roll call was taken:

Alders—Peter Kaczmarki, Mike Matoushek, Kambria Ledesma

Citizens—Dale Heeringa, Dave Rens, Andrew Sullivan, Gregg Zonnefeld

Ex-officio—DPW Director Jeff Daane, Mayor Rohn Bishop, City Administrator Kathy Schlieve, Recreation Director Rachel Kaminski

PERSONS ADDRESSING THE BOARD OF PUBLIC WORKS & FACILITIES COMMITTEE

Mark Homan - 26 Dogleg Lane - Waupun addressed the BPW regarding purchase of a new pickup (Item 1),

FUTURE MEETINGS AND GATHERINGS OF THE BOARD OF PUBLIC WORKS & FACILITIES COMMITTEE

Next meeting will be on Tuesday, March 12, 2024 at 4:30PM.

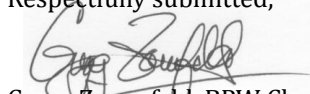
CONSIDERATION - ACTION

1. Approve/Recommend purchase of 2024 Chevrolet Silverado 1500 4WD Regular Cab
DPW Director Daane shared an ad-hoc committee to explore lease options. Kathy Schlieve shared that the policy shares a 1% differential on the bid process. Motion (Zonnefeld/Heeringa) to purchase a 2024 Chevrolet 1500 4WD Regular Cab from Homan Auto Sales for \$39,407. **MOTION CARRIED (7-0)**. Referred to discussion by the Common Council to revisit the policy at the 2/13/2024 meeting.
2. Minutes of the January 9, 2024 meeting were presented. Motion (Rens/Matoushek) to approve minutes as presented. **MOTION CARRIED (7-0)**
3. 2024 Equipment Rates
DPW Director Jeff Daane shared the equipment rental rates for the coming year. These comments are important in case of a disaster event to collect reimbursement or to aide other communities. Motion (Matoushek/Sullivan) to recommend 2024 equipment rates for public works equipment to Council for approval. **MOTION CARRIED (7-0)**
4. Approve 5 year street plan
Each year the City updates their 5 year street plan. This has changed from past years in that now total reconstruct project are proposed every third year. While mill and overlay streets would happen during none reconstruct years. We work with the Utilities on evaluation of underground infrastructure. This plan also allows us to use this when applying for grants. Motion (Zonnefeld/Matoushek) to approve the five-year street plan as laid out by DPW staff. **MOTION CARRIED (7-0)**
5. Approve 2024 Spring Cleanup Dates
DPW Director Daane shared our current procedure for spring cleanup to follow bulk pickup. Motion (Matoushek/Ledesma) to establish dates from April 8th through April 29th. **MOTION CARRIED (7-0)**
6. Approve 2024 Asphalt Paving contract bid
The City of Waupun received three bids for asphalt paving work for the summer of 2024. Motion (Matoushek/Heeringa) to approve a recommended low bid from Northeast Asphalt in the amount of \$146,495.60 to Common Council. **MOTION CARRIED (7-0)**
7. Recommend to Council for Heritage Museum Restoration (tuck pointing and front step repair)
DPW Director Daane outlined that engineering and bid information packets need to be prepared for the Museum project. With the historical significance of this building, it is important to go through this process. Two bids were received. Motion (Ledesma/Matoushek) was made to accept a \$17,000 quote from Cedar Corporation to include analysis, design, construction documents, and bidding. **MOTION CARRIED (7-0)**
8. Recommend to Council - Community/Senior Center Door access and Security Camera systems
An exploration has been done to look at security and safety specifications between Gappa Security and DPW Director Daane. The scope of the project did not have card access or camera use in the original construction documents. Director Daane also looked at additional bids and options, either on-site or cloud-based systems. Motion (Matoushek/Ledesma) to go with the Pros4 for \$24,003.78 while waiving the monthly maintenance fee at this point. **MOTION CARRIED (7-0)**

ADJOURNMENT

Motion (Matoushek/Heeringa) to adjourn the meeting of the BPW & Facilities at 5:16PM. **MOTION CARRIED (7-0).**

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gregg Zonnefeld", is written over a light gray rectangular background.

Gregg Zonnefeld, BPW Clerk



AGENDA SUMMARY SHEET

MEETING DATE 3/12/2024

TITLE: City of Waupun 2023 annual MS4 Report
(Informational)

AGENDA SECTION: Consideration/ Action

PRESENTER: Public Works Director Daane

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Sustainability		

ISSUE SUMMARY

Annually the city is required to submit an MS4 report in accordance with our MS4 permit issued under WI Statute NR 216.025. Under this legislation, the city is one of roughly 256 municipalities listed as a federally designated urbanized area with a population exceeding 10,000 as of the latest decennial census. MS4 permits are effective for a period of up to five years and must be updated and reissued at that time. The City of Waupun’s 2023 MS4 report is attached and includes an extensive list of tactics that the City completes each year to meet the conditions of our MS4 permit which was issued May 1, 2019. This report was adopted by the Council on March 23rd prior to being submitted to the DNR.

STAFF RECCOMENDATION:

ATTACHMENTS:
2023 MS4 report

RECCOMENDED MOTION:
No Motion needed

Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

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Form 3400-224(R8/2021)

Reporting Information :

Will you be completing the Annual Report or other submittal type? Annual Report Other

Project Name: 2023 Annual Report

County: Dodge

Municipality: Waupun City

Permit Number: S050075

Facility Number: 31437

Reporting Year: 2023

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? Yes No

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
 - Public Education and Outreach Annual Report Summary
 - Public Involvement and Participation Annual Report Summary
 - Illicit Discharge Detection and Elimination Annual Report Summary
 - Construction Site Pollution Control Annual Report Summary
 - Post-Construction Storm Water Management Annual Report Summary
 - Pollution Prevention Annual Report Summary
 - Leaf and Yard Waste Management
 - Municipal Facility (BMP) Inspection Report
 - Municipal Property SWPPP
 - Municipally Property Inspection Report
 - Winter Road Maintenance
 - Storm Sewer Map Annual Report Attachment
 - Storm Water Quality Management Annual Report Attachment

- TMDL Attachment
 - Storm Water Consortium/Group Report
 - Municipal Cooperation Attachment
 - Other Annual Report Attachment
-
- Attach the following permit compliance documents as appropriate using the attachments tab above
 - Storm Water Management Program
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
 - Total Maximum Daily Load documents (**If applicable, see permit for due dates.*)
 - TMDL Mapping*
 - TMDL Modeling*
 - TMDL Implementation Plan*
 - Fecal Coliform Screening Parameter *
 - Fecal Coliform Inventory and Map (*S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022*)
 - Fecal Coliform Source Elimination Plan (*S050075-03 general permittees Appendix B - document due to the department by October 31, 2023*)
-
- Sign and Submit form

Municipal Contact Information- Has Missing Items

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality Waupun City

Facility ID # or (FIN): 31437

Updated Information: Check to update mailing address information

Mailing Address: 201 E Main Street

Mailing Address 2:

City: Waupun City

State: WI

Zip Code: 53963 xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

Select to **create new** primary contact

First Name: Jeff

Last Name: Daane

Select to **update** current contact information

Title: Public Works Dir.

Mailing Address: 201 E Main St

Mailing Address 2:

City: Waupun

State: WI

Zip Code: 53963 xxxxx or xxxxx-xxxx

Phone Number: 920-324-7918 Ext: xxx-xxx-xxxx

Email: jeff@cityofwaupun.org

Additional Contacts Information (Optional)**Municipal Billing Contact Person (Authorized Representative for MS4 Permit)**

Select to **create new** Billing contact

First Name:

Last Name:

Select to **update** current contact information

Title:

Mailing Address:

Mailing Address 2:

City:

State:

Zip Code:

xxxxxx or xxxxx-xxxx

Phone Number:

Ext:

xxx-xxx-xxxx

Email:

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

Yes No

Public Education and Outreach Protect Wisconsin Waterways

Public Involvement and Participation Protect Wisconsin Waterways

Illicit Discharge Detection and Elimination

Construction Site Pollutant Control

Post-Construction Storm Water Management MSA Professional Services

Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

Yes No

Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (R8/2021)

Minimum Control Measures- Section 1 : Complete

1. Public Education and Outreach

- a. Does MS4 conduct any educational efforts or events independently (not with a group) Yes
 No
- b. How many total educational events were held during the reporting year:
- c. Were any of the public education and outreach delivery mechanisms conducted during the reporting year active or interactive? Yes No
- d. Please select all storm water topics, target audiences, and delivery mechanisms used in the reporting year

Public Education and Outreach Delivery Mechanisms (Active and Passive)	
Active/Interactive Mechanisms	Passive Mechanisms
<input checked="" type="checkbox"/> Education activities (school presentations, summer camps) <input checked="" type="checkbox"/> Information booth at event <input checked="" type="checkbox"/> Targeted group training (contractors, consultants, etc.) <input checked="" type="checkbox"/> Government event (public hearing, council meeting) <input checked="" type="checkbox"/> Workshops <input type="checkbox"/> Tours <input checked="" type="checkbox"/> Other: <input type="text" value="River Clean Up"/>	<input checked="" type="checkbox"/> Passive print media (brochures at front desk, posters, etc.) <input checked="" type="checkbox"/> Distribution of print media (mailings, newsletters, etc.) via mail or email. <input checked="" type="checkbox"/> Media offerings (radio and TV ads, press release, etc.) <input checked="" type="checkbox"/> Social media posts <input checked="" type="checkbox"/> Signage <input checked="" type="checkbox"/> Website <input checked="" type="checkbox"/> Other: <input type="text"/>

Topics Covered	Target Audience
<input checked="" type="checkbox"/> Illicit discharge detection and elimination <input checked="" type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing <input checked="" type="checkbox"/> Yard waste management/pesticide and fertilizer application <input checked="" type="checkbox"/> Stream and shoreline management <input checked="" type="checkbox"/> Residential infiltration <input checked="" type="checkbox"/> Construction sites and post-construction storm water management <input checked="" type="checkbox"/> Pollution prevention <input checked="" type="checkbox"/> Green infrastructure/low impact development <input checked="" type="checkbox"/> Other: <input type="text" value="Salt"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input checked="" type="checkbox"/> Contractors <input checked="" type="checkbox"/> Developers <input checked="" type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other: <input type="text"/>

- e. Will additional information/summary of these education events be attached to the annual report?
 Yes No

If no, please provide additional comment in the brief explanation box below. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

a. Permit Activities. Select all of the following topics the Permittee did to engage public participation and involvement.

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input type="checkbox"/> MS4 Annual Report <input type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input checked="" type="checkbox"/> Other: <input type="text" value="Stormwater Site Plan Review"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	1 - 10	<input type="radio"/> Yes <input checked="" type="radio"/> No
<input type="checkbox"/> MS4 Annual Report <input type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input checked="" type="checkbox"/> Other: <input type="text" value="Stormwater Site Plan Review"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	1 - 10	<input type="radio"/> Yes <input checked="" type="radio"/> No
<input type="checkbox"/> MS4 Annual Report <input type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input checked="" type="checkbox"/> Other: <input type="text" value="Stormwater Site Plan Review"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	1 - 10	<input type="radio"/> Yes <input checked="" type="radio"/> No
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)

		Reached (Optional)	(Optional)
<input type="checkbox"/> MS4 Annual Report <input type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input checked="" type="checkbox"/> Other: <input type="text" value="Stormwater Site Plan Review"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	1 - 10	<input type="radio"/> Yes <input checked="" type="radio"/> No

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input type="checkbox"/> MS4 Annual Report <input type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input checked="" type="checkbox"/> Other: <input type="text" value="Stormwater Site Plan Review"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	1 - 10	<input type="radio"/> Yes <input checked="" type="radio"/> No

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input type="checkbox"/> MS4 Annual Report <input type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input checked="" type="checkbox"/> Other: <input type="text" value="Stormwater Site Plan Review"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	1 - 10	<input type="radio"/> Yes <input checked="" type="radio"/> No

b. Volunteer Activities. Select all of the following audiences targeted for volunteer involvement and participation related to storm water.

NA (Individual Permittee)

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries	11-50	<input checked="" type="radio"/> Yes <input type="radio"/> No

- Public Officials
- Other

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

The City of Waupun works with the Rock River Storm Water Group. This group does many volunteer activities each year. Their annual report is attached. See attachment

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

- a. How many total outfalls does the municipality have?
- b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program?
- c. From the municipality's routine screening, how many were confirmed illicit discharges?
- d. How many illicit discharge complaints did the municipality receive?
- e. From the complaints received, how many were confirmed illicit discharges?
- f. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)?

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

g. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

- Verbal Warning
- Written Warning (including email)
- Notice of Violation
- Civil Penalty/ Citation

Additional Information: _____

h. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See attachment

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year?
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year?
- c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)?
- d. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.
- | | |
|---|--------------------------------|
| <input checked="" type="checkbox"/> Verbal Warning | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Written Warning (including email) | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Notice of Violation | <input type="text" value="0"/> |
| <input type="checkbox"/> Civil Penalty/ Citation | <input type="text"/> |
| <input checked="" type="checkbox"/> Stop Work Order | <input type="text" value="0"/> |
| <input type="checkbox"/> Forfeiture of Deposit | <input type="text"/> |
| <input type="checkbox"/> Other - Describe below | <input type="text"/> |
- e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See Attachment

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

- a. How many new structural storm water management Best Management Practice (BMP) have received local approval ?
*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement,
- b. Does the MS4 have procedures for inspecting and maintaining private storm water facilities? Yes No
- c. If Yes, how many privately owned storm water management facilities were inspected in the reporting year ? Inspections completed by private landowners should be included in the reported number.
- d. Does the municipality utilize privately owned storm water management BMP in its pollutant reduction analysis? Yes No
- e. Does MS4 have maintenance authority on these privately owned BMPs?
- f. How many municipally operated (private) storm water management BMPs were inspected in the reporting year?
- g. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.
- | | |
|---|--------------------------------|
| <input checked="" type="checkbox"/> Verbal Warning | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Written Warning (including email) | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Notice of Violation | <input type="text" value="0"/> |
| <input type="checkbox"/> Civil Penalty/ Citation | <input type="text"/> |
| <input type="checkbox"/> Forfeiture of Deposit | <input type="text"/> |
| <input type="checkbox"/> Complete Maintenance | <input type="text"/> |
| <input type="checkbox"/> Bill Responsible Party | <input type="text"/> |
| <input type="checkbox"/> Other - Describe below | <input type="text"/> |
- e. Brief explanation on Post-Construction Storm Water Management reporting . *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Minimum Control Measures - Section 6 : Complete**6. Pollution Prevention**Storm Water Management Best Management Practice Inspections Not Applicable

- a. Enter the total number of municipally owned or operated (i.e., privately owned BMPs) structural storm water management best management practices.
- b. How many new municipally owned storm water management best management practices were installed in the reporting year?
- c. How many municipally owned (public) storm water management best management practices were inspected in the reporting year?
- d. What elements are looked at during inspections (250 character limit)?
- e. How many of these facilities required maintenance?
- f. Brief explanation on Storm Water Management Best Management Practice inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Public Works Yards & Other Municipally Owned Properties that require a stormwater pollution prevention plan (SWPPP)* Not Applicable

- g. How many municipal properties require a SWPPP?
- h. How many inspections of municipal properties have been conducted in the reporting year?
- i. Have amendments to the SWPPPs been made?
 Yes No
- j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:
- k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

* Any municipally owned property that has the potential to generate stormwater pollution should have a SWPPP. For example, if a municipal property stores compost piles, material storage, yard wastes, etc., outside and can contaminate stormwater runoff—a SWPPP is required.

Collection Services - *Street Sweeping Program* Not Applicable

- l. Did the municipality conduct street sweeping during the reporting year?
 Yes No

- m. If known, how many tons of material was removed?
- n. Does the municipality have a [low hazard exemption](#) for this material? Yes No
- o. If street sweeping is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?
 Yes - Explain frequency See attachment for more details
 No - Explain _____
 Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* Not Applicable

- p. Did the municipality conduct catch basin sump cleaning during the reporting year? Yes No
- q. How many catch basin sumps were cleaned in the reporting year?
- r. If known, how many tons of material was collected?
- s. Does the municipality have a low hazard exemption for this material? Yes No
- t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?
 Yes- Explain frequency _____
 No - Explain Not part of the City's Stormwater Quality Plan
 Not Applicable

Collection Services - *Leaf Collection Program* Not Applicable

- u. Does the municipality conduct curbside leaf collection? Yes No
- v. Does the municipality notify homeowners about pickup? Yes No
- w. Where are the residents directed to store the leaves for collection?
 Pile on terrace Pile in street Bags on terrace
 Other - Describe _____
- x. What is the frequency of collection?
Spring - 3 weeks / Fall 5-6 weeks
- y. Is collection followed by street sweeping? Yes No
- z. Brief explanation on Collection Services reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page*

Winter Road Management Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

- aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? *(One mile of a two-way road equals two*

lane miles.)

ab. Provide amount of de-icing products used by month last winter season?

Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
<u>Salt</u>	0	12	37	150	20	89

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
<u>Brine</u>	0	112	4024	5016	3566	9056
<u>Pre-wetting compound</u>	0	0	0	144	0	0

ac. Was salt applying machinery calibrated in the reporting year? Yes No

ad. Have municipal personnel attended salt reduction strategy training in the reporting year? Yes No

Training Date	Training Name	# Attendance

ae. Brief explanation on Winter Road Management reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

See attachment

Internal (Staff) Education & Communication

af. Has the municipality provided an opportunity for internal training or education to staff implementing the municipality's procedures for each of the pollution prevention program element? Yes No

If yes, describe what training was provided (250 character limit):

See attachment

ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs, procedures and pollution prevention program requirements.

Elected Officials

Elected officials are sent the agenda for the Board of Public Works meetings and are welcome to attend and offer comments or concerns.

Municipal Officials

All municipal officials are sent the agenda for the Board of Public Works meetings and are welcome to attend and offer comments or concerns.

Appropriate Staff (such as operators, Department heads, and those that interact with public)

All department managers are notified of the Board of Public Works meetings and are welcome to attend and offer comments or concerns.

ah. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or*

attach supplemental information on the attachments page.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

a. Did the municipality update their storm sewer map this year?

Yes No

If yes, check the areas the map items that got updated or changed:

Storm water treatment facilities

Storm pipes

Vegetated swales

Outfalls

Other - Describe below

b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

The storm sewer map was updated with information from 2023 construction projects.

Missing Information

Do not close your work until you SAVE.

Form 3400-224 (R8/2021)

Final Evaluation - Complete

Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
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Element: Public Education and Outreach

3275	3331	3335	<u>Storm water utility</u>
------	------	------	----------------------------

Element: Public Involvement and Participation

2500	2500	2500	<u>Storm water utility</u>
------	------	------	----------------------------

Element: Illicit Discharge Detection and Elimination

0	0	0	<u>Other</u>
---	---	---	--------------

Element: Construction Site Pollutant Control

0	0	0	<u>Permit fee and/or deposit/escrow</u>
---	---	---	---

Element: Post-Construction Storm Water Management

0	0	0	<u>Permit fee and/or deposit/escrow</u>
---	---	---	---

Element: Pollution Prevention

68066	78819	79516	<u>Storm water utility</u>
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Other (describe)

Admin Wages, Repairs, Maintenance, Operating Expenses, Utilities

198045	218790	217262	<u>Storm water utility</u>
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Other (describe)

SW Quality Management

215904	233520	239167	<u>Storm water utility</u>
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Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

The City of Waupun does not budget according to Program Elements listed above. For preparation of the fiscal analysis for the 12/31/23 reporting year, the budget and program elements were reviewed. Best estimates are provided.

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

b: Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

Yes No Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

Yes No Unsure

Storm Water Quality Management

a. Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)? Yes No

b. If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

Do not close your work until you SAVE.

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Form 3400-224 (R8/2021)

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention
- Storm Water Quality Management
- Storm Sewer System Map
- Water Quality Concerns
- Compliance Schedule Items Due
- MS4 Program Evaluation

Do not close your work until you **SAVE**.

Form 3400-224(R8/2021)

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

*Required Item

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Storm Sewer System Map

 File Attachment

[8 - Storm Water Maps - 2023.pdf](#)

Attach - Other Supporting Documents

AR EO

 File Attachment

[1 - Public Education Outreach Summary w attachments - 2023.pdf](#)

AR CSPC

 File Attachment

[4 - Construction Site POUllutant Control Summary w attachments - 2023.pdf](#)

AR IDDE

 File Attachment

[3 - Illicit Discharge Summary w attachments - 2023.pdf](#)

AR PP

 File Attachment

[6 - Pollution Prevention Summary w attachments - 2023.pdf](#)

AR SWQM

 File Attachment

[7 - SWQM Summary - 2023.pdf](#)

AR SWGroupReport

 File Attachment

[2023 RRSg Annual Report COMPRESSED.pdf](#)

AR SWGroupReport

 File Attachment

[2023 - MS4 Permit Reporting Tables - Event Tables \(UPDATED\).pdf](#)

AR_SWGroupReport

 File Attachment

[2023 - MS4 Permit Reporting Tables - Volunteer Activities - Clean Up.pdf](#)

AR_SWGroupReport

 File Attachment

[RRSG - MS4 Permit - 2023 Public Education and Outreach NEW EVENT Summary Table.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Attach - Permit Compliance Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Missing Information

Draft and Share PDF Report with the permittee's governing body or delegated representatives.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been reviewed by the governing body or delegated representative, return to the MS4 eReporting System to submit the final report to the DNR.

[Draft and Share PDF Report](#)

Complete and Submit Your Application

You have not completed all areas of the application. Please return to the application and complete all missing items.

Contact Information: Has Missing Items

Minimum Control Measures Section 1: Complete

Minimum Control Measures Section 2: Complete

Minimum Control Measures Section 3: Complete

Minimum Control Measures Section 4: Complete

Minimum Control Measures Section 5: Complete

Minimum Control Measures Section 6: Complete

Minimum Control Measures Section 7: Complete

Attachments: Complete

Final Evaluation: Complete



AGENDA SUMMARY SHEET

MEETING DATE 3/12/2024

TITLE: 2024 Stormwater Quality Master Plan Update

AGENDA SECTION: Consideration/ Action

PRESENTER: Public Works Director Daane

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT
Sustainability	\$50,000 total \$25,000 reimbursed by grant

ISSUE SUMMARY

In 2023 the City applied for and was awarded a UNPS planning grant to help with evaluating location of future storm water pond locations. This grant reimburses 50% up to \$25,000.

The City of Waupun is responsible for managing a municipal separate storm sewer system (MS4) that is regulated by the Wisconsin DNR under General Permit WI-S050075-3. The permit requires the city to quantify annual loads and reduce Total Phosphorus (TP) and Total Suspended Solids (TSS) in stormwater runoff that passes through the city's MS4 to meet the requirements of the Total Maximum Daily Load (TMDL) for the Rock River Watershed.

The city is located entirely within the Rock River Watershed and drains to three reaches that are tributary to the Rock River: South Branch Rock River (mile 3 to 30 - R2), South Branch Rock River (mile 1 to 3 - R3), and West Branch Rock River/Horicon Marsh (R4). A recent stormwater quality master plan evaluated the water quality treatment provided by 23 existing structural stormwater management practices and the City's street sweeping program. The analysis of existing conditions identified that the City is in compliance with TMDL requirements for reach R4 but not for reaches R2 or R3.

In Reach 2, the City's system falls short of the 41% TSS reduction goal by 26.5% or 44.5 tons/yr. The City's most recent plan revision identified 14 alternative new BMPs that could achieve another 32 tons/yr, which is not sufficient to meet TMDL requirements. The City's system also falls short of the 48% TP reduction goal by 37.9% or 451 lbs/yr. The identified new BMPs could achieve another 173.6 lbs/yr, which is also not sufficient to meet TMDL requirements.

In Reach 3, the City's system falls short of the 56% TSS reduction goal by 14.5% or 6.2 tons/yr. The City's most recent plan revision identified two alternative new BMPs that could achieve another 5.7 tons/yr, which is very close but still insufficient to meet TMDL requirements. The City's system also falls short of the 87% TP reduction goal by 56.0% or 148 lbs/yr. The identifies new BMPs could achieve another 25 lbs/yr, which is not sufficient to meet TMDL requirements.

The activities described in this scope of work will evaluate up to 45 potential new BMPs within the city to improve stormwater quality treatment within the two reaches where TMDL goals are not being met. It is unknown at this time if sufficient additional BMPs can be identified to achieve TMDL goals; however it is felt that after completion of this analysis the city will be in a position to state whether the goals are achievable through practices conducted within city limits.

Scope of Work

This project aims to evaluate additional stormwater quality BMPs for improving stormwater quality within reaches R2 and R3, building upon the City's existing stormwater quality master plan. The project involves identifying up to 45 total sites for new BMPs in the project activities described below:

1. Identify additional BMP sites: The city will use existing GIS data describing its storm sewer system to identify vacant or comparatively low-value properties within a certain proximity to trunk storm sewer lines. In conjunction with city staff, these parcels will be evaluated to determine their feasibility for implementing stormwater quality BMPs.
2. Delineate watersheds: Utilizing existing GIS data available from the latest stormwater quality plan, the direct drainage area to each BMP will be delineated.
3. Determining WinSLAMM land use: the WinSLAMM 'standard land use' will be updated to show current developed conditions within each watershed. It is noted that this process will need to be completed both for the watershed tributary to the new pond, but also for the original watershed from which the new pond's watershed is subdivided.
4. Prepare concept BMP designs: conceptual designs for BMPs will be developed to maximize available space for better capture of TSS and TP within stormwater runoff.
5. Revising WinSLAMM models: model data will be entered into the City's existing WinSLAMM model to describe source areas drainage to each BMP and the function of the BMP at trapping TSS and TP.
6. Optimize BMPs performance: the model will be solved in an iterative process whereby BMP geometry and outlet structures are modified to achieve optimal TSS and TP trapping efficiencies.
7. Develop conceptual cost estimates for each BMP: construction quantities will be estimated from concept plans, and recent bid prices will be applied to develop conceptual cost estimates.
8. Priority ranking: each new/alternative BMP will be ranked based on cost-effectiveness on a cost per pound of TP reduction, relative to other BMPs already evaluated.
9. Reporting: a final summary report will be prepared, updating existing TSS and TP reductions for reaches R33, R34, and R37 and making recommendations for the construction of new BMPs for each reach on a cost-effectiveness basis.

STAFF RECCOMENDATION:

Approve agreement with MSA

ATTACHMENTS:

MSA agreement
Grant award from DNR
DNR approval letter on MSA scope of service agreement

RECCOMENDED MOTION:

Approve agreement with MSA to perform the 2024 Stormwater Quality Master Plan Update



MSA Project Number: 00212126

This AGREEMENT (Agreement) is made effective February 13, 2024 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1702 Pankratz Street, Madison, WI 53704

Phone: (608) 242-7779

Representative: Eric Thompson, PE

Email: ethompson@msa-ps.com

CITY OF WAUPUN (OWNER)

Address: 201 E. Main Street, Waupun, WI 53963

Phone: (920) 324-7918

Representative: Jeff Daane Email: jeff@cityofwaupun.org

Project Name: 2024 Stormwater Quality Master Plan Update

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: February 19, 2024
Approximate Completion Date: December 31, 2025

The estimated fee for the work is: \$50,000

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF WAUPUN

MSA PROFESSIONAL SERVICES, INC.

Jeff Daane
DPW
Date: _____

Eric Thompson, PE
Senior Team Leader Engineering
Date: _____

**MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. Electronic Documents and Transmittals. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. Termination. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. Betterment. If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. Reuse of Documents. Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

22. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

ATTACHMENT A: SCOPE OF SERVICES

The City of Waupun is responsible for managing a municipal separate storm sewer system (MS4) that is regulated by the Wisconsin DNR under General Permit WI-S050075-3. The permit requires the city to quantify annual loads and reduce Total Phosphorus (TP) and Total Suspended Solids (TSS) in stormwater runoff that passes through the city's MS4 to meet the requirements of the Total Maximum Daily Load (TMDL) for the Rock River Watershed.

The city is located entirely within the Rock River Watershed and drains to three reaches that are tributary to the Rock River: South Branch Rock River (mile 3 to 30 - R2), South Branch Rock River (mile 1 to 3 - R3), and West Branch Rock River/Horicon Marsh (R4). A recent stormwater quality master plan evaluated the water quality treatment provided by 23 existing structural stormwater management practices and the City's street sweeping program. The analysis of existing conditions identified that the City is in compliance with TMDL requirements for reach R4 but not for reaches R2 or R3.

In Reach 2, the City's system falls short of the 41% TSS reduction goal by 26.5% or 44.5 tons/yr. The City's most recent plan revision identified 14 alternative new BMPs that could achieve another 32 tons/yr, which is not sufficient to meet TMDL requirements. The City's system also falls short of the 48% TP reduction goal by 37.9% or 451 lbs/yr. The identified new BMPs could achieve another 173.6 lbs/yr, which is also not sufficient to meet TMDL requirements.

In Reach 3, the City's system falls short of the 56% TSS reduction goal by 14.5% or 6.2 tons/yr. The City's most recent plan revision identified two alternative new BMPs that could achieve another 5.7 tons/yr, which is very close but still insufficient to meet TMDL requirements. The City's system also falls short of the 87% TP reduction goal by 56.0% or 148 lbs/yr. The identifies new BMPs could achieve another 25 lbs/yr, which is not sufficient to meet TMDL requirements.

The activities described in this scope of work will evaluate up to 45 potential new BMPs within the city to improve stormwater quality treatment within the two reaches where TMDL goals are not being met. It is unknown at this time if sufficient additional BMPs can be identified to achieve TMDL goals; however it is felt that after completion of this analysis the city will be in a position to state whether the goals are achievable through practices conducted within city limits.

Scope of Work

This project aims to evaluate additional stormwater quality BMPs for improving stormwater quality within reaches R2 and R3, building upon the City's existing stormwater quality master plan. The project involves identifying up to 45 total sites for new BMPs in the project activities described below:

1. Identify additional BMP sites: The city will use existing GIS data describing its storm sewer system to identify vacant or comparatively low-value properties within a certain proximity to trunk storm sewer lines. In conjunction with city staff, these parcels will be evaluated to determine their feasibility for implementing stormwater quality BMPs.
2. Delineate watersheds: Utilizing existing GIS data available from the latest stormwater quality plan, the direct drainage area to each BMP will be delineated.

3. Determining WinSLAMM land use: the WinSLAMM 'standard land use' will be updated to show current developed conditions within each watershed. It is noted that this process will need to be completed both for the watershed tributary to the new pond, but also for the original watershed from which the new pond's watershed is subdivided.
4. Prepare concept BMP designs: conceptual designs for BMPs will be developed to maximize available space for better capture of TSS and TP within stormwater runoff.
5. Revising WinSLAMM models: model data will be entered into the City's existing WinSLAMM model to describe source areas drainage to each BMP and the function of the BMP at trapping TSS and TP.
6. Optimize BMPs performance: the model will be solved in an iterative process whereby BMP geometry and outlet structures are modified to achieve optimal TSS and TP trapping efficiencies.
7. Develop conceptual cost estimates for each BMP: construction quantities will be estimated from concept plans, and recent bid prices will be applied to develop conceptual cost estimates.
8. Priority ranking: each new/alternative BMP will be ranked based on cost-effectiveness on a cost per pound of TP reduction, relative to other BMPs already evaluated.
9. Reporting: a final summary report will be prepared, updating existing TSS and TP reductions for reaches R33, R34, and R37 and making recommendations for the construction of new BMPs for each reach on a cost-effectiveness basis.

**ATTACHMENT B:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 75 – \$150/hr.
Architects	\$ 75 – \$215/hr.
Community Development Specialists	\$135 – \$185/hr.
Digital Design.....	\$175 – \$195/hr.
Environmental Scientists/Hydrogeologists.....	\$105 – \$185/hr.
Geographic Information Systems (GIS).....	\$ 95 – \$185/hr.
Housing Administration	\$ 95 – \$170/hr.
HR.....	\$ 135 - \$150/hr.
Inspectors/Zoning Administrators	\$105 – \$130/hr.
IT Support	\$175 – \$195/hr.
Land Surveying	\$ 75 – \$185/hr.
Landscape Designers & Architects.....	\$ 75 – \$215/hr.
Planners.....	\$ 75 – \$205/hr.
Principals	\$210 – \$315/hr.
Professional Engineers/Designers of Engineering Systems	\$150 – \$200/hr.
Project Managers.....	\$150 – \$230/hr.
Real Estate Professionals	\$135 – \$165/hr.
Staff Engineers	\$ 75 – \$145/hr.
Technicians.....	\$ 95 – \$150/hr.
Wastewater Treatment Plant Operator	\$ 90 – \$115/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports.....	\$10
Copies	\$0.12/page
Plots	\$0.006/sq.in.
Flash Drive	\$10
GPS Equipment	\$20/hour
Dini Laser Level	\$30/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter	\$30/hour
Drone Flight	\$375/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2024.

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

Tony Evers, Governor
Adam N. Payne, Secretary
Telephone 608-267-7556
Toll Free 1-888-936-7463
TTY Access via relay - 711



October 26, 2023

► REQUIRES IMMEDIATE ACTION ◀
Urban NPS & Stormwater Mgmt. Program
Grant# USP14292Y24
Grant Amount: \$25,000.00

Jeff Daane, Director of Public Works
City of Waupun
201 E. Main Street
Waupun, WI 53963

Dear Mr. Daane:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *City of Waupun Stormwater Quality Planning*.

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 several activities where you must obtain prior departmental review and authorization before proceeding.

You are obligated to submit a final report, using the Department's BMP Implementation Tracking System (BITS), prior to submitting your final reimbursement request for the projects completed under this grant; before and after photographs are a required component for construction projects.

In early 2024, DNR will hold a grant administration webinar to provide information about seeking reimbursement from DNR, amending your grant, submitting the final report, etc. All grantees receiving CY 2024 grant awards must attend the webinar or view the webinar recording prior to submitting the first reimbursement request for their grant. Stay tuned for details coming via email regarding the webinar date and time.

To accept this grant, please review the agreement and email a scanned copy signed by the authorized government official, along with the completed *Grantee Contact Page*, and evidence that your community has committed the necessary funding for the local share, to DNRCFANONPOINTGRANTS@wisconsin.gov.

Please review this grant thoroughly and if you have any questions, contact your Regional Nonpoint Source Coordinator, Dan Bekta, at (608) 333-6579. 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 Grant Programs.

Sincerely,


for Jim Ritchie, Director
Bureau of Community Financial Assistance

Enclosure(s)

C (c-copy): Dan Bekta, Regional Nonpoint Source Coordinator, DNR South Central Region
Corinne Johnson, Nonpoint Source Program Grant Manager, CF/2

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.	USP14292Y24
Governmental Unit	City of Waupun
Project Contact Name	Jeff Daane
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 Email Address:	Jeff@cityofwaupun.org

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

Name	Casey Langenfeld
Title	Director of Finance / Assistant City Administrator
Mailing Address	201 E. Main St Waupun WI 53963
Phone Number (direct):	(920) 324-7850 Extension:
Email Address:	Finance@cityofwaupun.org

If information provided on this page -- or any information in Part 1 of the grant agreement changes during the grant period, please provide the updated information to DNR Nonpoint Source Program Grant Manager and the DNR Regional Nonpoint Source Coordinator.

Please complete this contact page and email it with the signed grant agreement to:
DNRCFANONPOINTGRANTS@wisconsin.gov.

State of Wisconsin
 Department of Natural Resources
 Bureau of Community Financial Assistance (CF/2)
 PO Box 7921
 Madison, Wisconsin 53707-7921

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

Form 8700-327 (rev. 07/2021)

Notice: By signing this grant agreement, grantees indicate concurrence with conditions of this agreement, authorized under ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155 and 216, Wis. Adm. Code. 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 USP14292Y24	Grant Award Date October 26, 2023		
Grantee (Unit of Government) City of Waupun			Total Grant Amount \$25,000
Project Name City of Waupun Stormwater Quality Planning		Grant Period From January 1, 2024 Through December 31, 2025	
Authorized Government Official Jeff Daane, Director of Public Works		Grantee Contact Jeff Daane, Director of Public Works	
Government Official Address 201 E. Main Street		Contact's E-mail Address jeff@cityofwaupun.org	
City, ZIP Code, County Waupun, 53963, Dodge County		Contact's Telephone Number (920) 324-7918	
Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address Dan Bekta, (608) 333-6579, Eugene.Bekta@wisconsin.gov			DNR Region South Central Region

PART 2. ELIGIBLE COST-SHARE BUDGET DATA

Note: Line items cannot be exceeded without grant agreement amendment.

Budget Line-Item Description	State Cost-Share Amount	Cost-Share Percentage
1. Urban Stormwater/Erosion Plan – BMP U8	\$25,000.00	50%
Total Maximum Grant Amount	\$25,000.00	

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.

1. Urban Stormwater/Erosion Plan – BMP U8

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) or to complete and submit a final report, using the DEPARTMENT's "BMP Implementation Tracking System" (BITS) once it is operational to replace Form 3400-189P, and submit a final request for grant reimbursement to the DEPARTMENT's Regional Nonpoint Source Coordinator for review and approval.
14. Agrees to submit final planning products required by a municipal storm water permit to the DEPARTMENT using the Water ePermitting System (<https://dnr.wisconsin.gov/permits/water>). Other final planning products will be submitted to the DEPARTMENT Regional Nonpoint Source Coordinator identified in Part 1 of this agreement.
15. Agrees that reimbursements may only be made for work performed, and expenses incurred, during the grant period as specified in Part 1 above.
16. 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.
17. 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:

Jeff Pann
Authorized Government Official

Director of Public Works
Title

October 31, 2023
Date Signed

FOR THE STATE OF WISCONSIN

By:

for Corinne Johnson
Jim Ritchie, Director
Bureau of Community Financial Assistance

October 26, 2023
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.



February 28, 2024

Jeff Daane
City of Waupun
201 E. Main Street
Waupun, WI 53963

Re: **Professional Services Agreement Approval for 2024 Stormwater Quality Master Plan Update
Urban Nonpoint Source & Storm Water Management UNPS Grant #USP14292Y24**

Dear Mr. Daane,

The Department of Natural Resources (DNR) has reviewed and hereby approves, for grant purposes, the scope of services contained in the Agreement for Technical Services, dated **February 13, 2024**, between the **City of Waupun** and **MSA Professional Services**, for engineering services for **Stormwater Quality Master Plan Update**. This approval is made a part of the Urban Nonpoint Source & Storm Water Management Grant Agreement for Grant Number **USP14292Y24** and any approved amendments.

The **Scope of Services** detailed in the agreement are eligible for grant reimbursement.

The fee proposed for this work is hourly, estimated at **\$50,000**.

Please note any changes to the contract scope or amounts, must first receive written approval from DNR to be eligible for reimbursement.

Please contact me if you have any questions about this approval.

Sincerely,

E. Dan Bekta, P.E.
Water Resources Engineer



AGENDA SUMMARY SHEET

MEETING DATE 2/13/2024

TITLE: Approve/Recommend approval of City Hall Reroof Bid

AGENDA SECTION: Consideration/ Action

PRESENTER: Public Works Director Daane

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT
Sustainability	\$113,671

ISSUE SUMMARY

The City received two sealed bids for the roofing project at City Hall. The bids were opened publicly on March 5th. The low bidder was HP Roofing & Construction. We have not worked with either bidder for roofing work.

We had an estimate for the project of \$86,300 so the low bid came in \$27,371 over budgeted amount. To fund the extra portion it would need to come out of fund balance that does affect other future projects.

STAFF RECCOMENDATION:

Use the lowest bid of HP Roofing & Construction

ATTACHMENTS:

Bid Tab

RECCOMENDED MOTION:

1. Recommend bid from HP Roofing and Construction for the amount of \$113,671
2. Recommend bid from M. M Schranz Roofing Inc. for the amount of \$125,780

**CITY OF WAUPUN
BID TAB**

Reroof Existing Ballasted Roofs with EPDM Adhered Roof System

Item	HP Roofing & Construction 4502 W Mildand Dr Milwaukee, WI 53219	M.M Schranz Roofing Inc 6360 Mill North 60th St Milwaukee, WI 53218
TOTAL COST:	\$113,671.00	\$125,780.00