

45



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
R-2003-0150	Resolution	In Committee
	Resolution approving an application for a Wisconsin Department of Natural Resources Brownfield Site Assessment Grant Agreement in the amount of \$29,900	
	Introduced: 5/6/2003	Controlling Body: Safety & Development Committee

COMMITTEE RECOMMENDATION

APPROVE & ADOPT

MOVER: Kopplin AYES 5 NOES 0

SECONDER: Reinke EXCUSED _____

COMMITTEE ACTION DATE 5/6/03

SIGNATURES OF COMMITTEE MEMBERS

[Signature]
Chair

Vice-Chair

COMMON COUNCIL ACTION adopted

FINAL ACTION DATE MAY 06 2003

MOVER:
Lajsic

SECONDER:
Barczak

	AYE	NO
1. Barczak	<input checked="" type="checkbox"/>	_____
2. Czaplewski	<input checked="" type="checkbox"/>	_____
3. Kopplin	<input checked="" type="checkbox"/>	_____
4. Lajsic	<input checked="" type="checkbox"/>	_____
5. Murphy	_____	_____
6. Narlock	<input checked="" type="checkbox"/>	_____
7. Reinke	<input checked="" type="checkbox"/>	_____
8. Sengstock	<input checked="" type="checkbox"/>	_____
9. Trudell	<input checked="" type="checkbox"/>	_____
10. Vitale	<input checked="" type="checkbox"/>	_____
TOTAL	<u>9</u>	_____



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2003-0150

Final Action:

5-6-03

Resolution approving an application for a Wisconsin Department of Natural Resources Brownfield Site Assessment Grant Agreement in the amount of \$29,900

WHEREAS, the State of Wisconsin has created a grant program to assist municipalities with the environmental cleanup of brownfield sites; and,

WHEREAS, the Common Council authorized the Director of Development to submit a financial assistance application, under Resolution No. 26480 dated September 5, 2000, to the Wisconsin Department of Natural Resources; and,

WHEREAS, the Department of Development recommends that the City take advantage of this local match provided by the existing EPA Grant in order to undertake Ch. NR716 Site Investigation of the former Wehr Steel property.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Brownfield Site Assessment Grant Agreement in the amount of Twenty-nine Thousand Nine Hundred Dollars (\$29,900) to provide funding for the site investigation the Property, a copy of which is attached hereto and made a part hereof, be and is hereby approved.

BE IT FURTHER RESOLVED that the Director of Development be and is hereby authorized and directed to sign and submit the aforesaid Grant on behalf of the City and to provide to the Wisconsin Department of Natural Resources such other and further documentation as may be required in connection with the aforesaid Grant

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the Grant Agreement, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

cc: Department of Development
DEV-R-298-5-6-03\jmg

ADOPTED

5/6/03



Paul M. Ziehler, Acting City Clerk/Treasurer

APPROVED

5-9-03



Jeannette Bell, Mayor

Grantee City of West Allis	Grant Number SAG-133								
Property Name or Title and Address Former Wehr Steel Site 2100 South 54th Street West Allis, WI 53024									
Period Covered by This Agreement One year starting from the date of the Department's signature of this grant contract.	Authorized Representative John Stibal, Director of Development								
Scope and Description of Grant Activities Ch. NR716 Site Investigation									
GRANT COSTS:	<i>The following documents are hereby incorporated into and made part of this agreement:</i>								
<table> <tr> <td>Grant Amount</td> <td>\$29,900.00</td> </tr> <tr> <td>Grantee Match</td> <td>\$29,900.00</td> </tr> <tr> <td>Total Cost</td> <td>\$59,800.00</td> </tr> <tr> <td>Match Percentage</td> <td>100%</td> </tr> </table>	Grant Amount	\$29,900.00	Grantee Match	\$29,900.00	Total Cost	\$59,800.00	Match Percentage	100%	<ol style="list-style-type: none"> Section 292.75, Wisconsin Statutes Chapter NR 168, Wisconsin Administrative Code Application Signed November 1, 2002, and all attachments
Grant Amount	\$29,900.00								
Grantee Match	\$29,900.00								
Total Cost	\$59,800.00								
Match Percentage	100%								

1. The State of Wisconsin Department of Natural Resources (Department) and the Grantee mutually agree to perform this agreement in accordance with the Brownfield Site Assessment Grant Program and with the project description, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached hereto and made a part hereof.
2. The Department hereby promises, in consideration of the covenants and agreements made by the Grantee herein, to obligate to the Grantee the amount of \$29,900.00, and to tender to the Grantee that portion of the obligation which is required to pay the Department's share of the costs based upon the Grantee providing matching funds of at least 100% of eligible matching costs. The Grantee hereby promises, in consideration of the promises made by the Department herein, to execute the project described herein in accordance with this agreement.
3. The Grantee agrees to comply with all applicable local, state and federal regulations concerning bidding and awarding contracts, wage and labor rates, access for the disabled, flood disaster protection, environmental quality, and historical preservation. The Grantee also agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement. In particular, the Grantee agrees to comply with the provisions of chapters NR 168 and NR 700, Wis. Adm. Code.
4. The Department 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 herein. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance 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 Grantee is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Grantee's employees or agents.
5. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are hereby superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, prior to the termination date of the agreement.
6. Failure by the Grantee to comply with the terms of this agreement shall not cause the suspension of all obligations of the State hereunder 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 assistance under this agreement, at the Department's discretion.
7. The Grantee 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 the Grantee's employees, agents or representatives.
8. The Grantee agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Grantee fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Grantee fail to comply with the conditions of this agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
9. In connection with the performance of work under this agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, arrest or conviction record or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, 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. The Grantee agrees to post in a conspicuous place available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The following special terms and conditions were added to this agreement before it was signed by the parties hereto:

10. Grant Reimbursement

The Grantee must provide the match percentage indicated on the first page of this contract at each payment request. Grant payments are contingent upon review by the Department and may be adjusted if costs are determined to be ineligible.

The Grantee may request a maximum of 2 partial payments during the grant period on forms provided by the Department and shall include documentation of work completed and eligible costs and match incurred by the Grantee. The Department may withhold ten percent of the total grant amount stated in this contract for final payment. The final payment request shall be made on forms provided by the Department no later than six months after the expiration date of the grant period stated in this grant contract.

Final Report - Form 4400-223

The Grantee shall complete a Final Report on forms available from the Department documenting the activities completed with the funds awarded under this chapter. The report shall be submitted to the Department along with the final request for reimbursement under this grant contract.

Retention of Records

Accounting for all grant funds shall be in accordance with generally accepted principles and practices. Supporting records of grant expenditures shall be maintained in sufficient detail to show that grant funds were used for the purpose for which the grant was awarded. All financial records, including invoices and canceled checks or bank statements that support all grant costs claimed by the Grantee shall be kept and made available for inspection for three years after final payment.

11. Progress Report

Upon the written request of the project manager, the Grantee shall furnish brief written progress reports to the project manager on a periodic basis, quarterly, monthly, or as determined by the project manager, in accordance with s. NR 168.21(8), Wis. Adm. Code.

12. Notification Requirement

Section 292.11(2), Wis. Stats., requires that a person who possesses or controls a hazardous substance which has been discharged or who causes the discharge of a hazardous substance shall notify the State immediately. If the Grantee has ownership or control over a property and discovers a hazardous substance discharge that was not previously reported to the State, the Grantee shall immediately notify the department of the discharge in accordance with the requirements in s. 292.11(2), Wis. Stats., and ch. NR 706, Wis. Adm. Code. The submittal of a Phase 2 Environmental Site Assessment does not satisfy the requirement to immediately notify the State, under ch. NR 706, Wis. Adm. Code.

These conditions apply to the eligible activities listed in the grant contract or agreement and eligible for reimbursement by this grant.

13. Demolition

Demolition waste shall be managed in accordance with the applicable requirements of either ch. NR 500 or ch. NR 600, Wis. Adm. Code.

A Grantee who plans to haul the demolition waste must be licensed in accordance with the applicable requirements of either ch. NR 500 or ch. NR 600, Wis. Adm. Code., unless exempted under s. NR 500.08, Wis. Adm. Code.

14. Asbestos Abatement

Inspection of buildings for the presence of asbestos shall be performed by an asbestos inspector and the oversight of the asbestos abatement shall be completed by an asbestos supervisor, both certified under ch. HFS 159, Wis. Adm. Code.

Asbestos abatement shall be conducted in accordance with ch. NR 447, Wis. Adm. Code. Asbestos waste shall be transported to a licensed solid waste facility or if the Grantee contracts out the work, by a licensed solid waste hauler. Transportation and disposal shall also be done in accordance with ch. NR 447, Wis. Adm. Code.

15. Assessment and Investigation Activities

The Grantee shall submit a copy of any Phase I Environmental Site Assessment (ESA), Phase II ESA, and Site Investigation (SI) reports funded by this grant as a component of the final report on grant activities required by the Department.

Lead surveys are not reimbursable under this grant as part of a Phase II ESA. An asbestos survey is reimbursable only with demolition.

If the grantee requests a review by the Department of the reports, the review is subject to the fee schedule described in ch. NR 749, Wis. Adm. Code. Chapter NR 749 fees are not eligible for reimbursement, but can count as part of the grantee's pledged grant match.

All investigative wastes, as defined in s. NR 716.03(4), Wis. Adm. Code, will be properly stored and disposed of in accordance with applicable regulations in the ch. NR 600 series and ch. NR 500 series, Wis. Adm. Code. Disposition of investigative wastes by the Grantee must occur within the six (6) months of generation of wastes.

Abandonment of any well or drillhole must be completed in accordance with s. NR 812.26 or s. NR 141.25, Wis. Adm. Code. Abandonment forms (Form 3300-005 and/or 3300-5B) must be submitted within sixty (60) days after the wells or drillholes have been abandoned. The date and recipient of the forms shall be noted in the final report.

Reimbursement for site investigation activities conducted in accordance with ch. NR 716, Wis. Adm. Code, that are reimbursable by the Petroleum Environmental Cleanup Fund Act is limited to \$2500 for a site with one or more under ground storage tanks or \$15,000 for a site with one or more above ground storage tanks.

16. Abandoned Containers

Hazardous substances shall be analyzed and disposed of in accordance with all applicable requirements in the ch. NR 500 and ch. NR 600 series, Wis. Adm. Code.

17. Petroleum or Hazardous Substance Storage Tank Removal

All petroleum or hazardous substance storage tank removal(s) shall be conducted in accordance with ch. COMM 10, Wis. Adm. Code.

Any wastes generated during the removal and cleaning of the tanks shall be analyzed and managed in accordance with all applicable requirements in the ch. NR 500 and ch. NR 600 series, Wis. Adm. Code.

The Grantee shall submit a copy of any report that summarizes work done with regards to petroleum or hazardous substance storage tank removal(s) as a result of grant activities and reimbursed by the grant to the Department as a component of the final report.

Grantee: City of West Allis
Grant Number: SAG-133
274 VSAD 6876 EWAA 5100
Grant Amount: \$29,900.00

The person signing for the Grantee represents that he or she is authorized to execute this agreement and bind the Grantee, either by a duly adopted resolution or otherwise. The foregoing offer is hereby accepted on behalf of the Grantee. The Grantee promises to execute the purchases and activities funded in part by this grant in strict accordance with the terms and conditions of this contract.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

By John F. Alibon
(Signature of Authorized Representative)

By Kathryn A. Curtner
Kathryn A. Curtner, Director
Bureau of Community Financial Assistance

Director of Development
(Title)

5-12-03
(Date)

5/12/03
(Date)

Grantee City of West Allis	Grant Number SAG-133								
Property Name or Title and Address Former Wehr Steel Site 2100 South 54th Street West Allis, WI 53024									
Period Covered by This Agreement One year starting from the date of the Department's signature of this grant contract.	Authorized Representative John Stibal, Director of Development								
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**Grantee: City of West Allis
Grant Number: SAG-133
274 VSAD 6876 EWAA 5100
Grant Amount: \$29,900.00**

The person signing for the Grantee represents that he or she is authorized to execute this agreement and bind the Grantee, either by a duly adopted resolution or otherwise. The foregoing offer is hereby accepted on behalf of the Grantee. The Grantee promises to execute the purchases and activities funded in part by this grant in strict accordance with the terms and conditions of this contract.

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY**

By _____
(Signature of Authorized Representative)

By _____
*Kathryn A. Curtner, Director
Bureau of Community Financial Assistance*

(Title)

(Date)

(Date)

*John Stibel
Needs to
Sign*

BROWNFIELD SITE ASSESSMENT GRANT (SAG) PROGRAM 2003 GRANT PROCEDURES

Congratulations on receiving a SAG! Please keep this information as a reference until you complete the grant activities, submit your final report and final reimbursement request, and go through the final audit for the grant. While this document provides a general description of grant procedures and requirements, for complete information about the program requirements, grant conditions, and procedures, please should refer to the program regulations, ch. NR 168, Wis. Adm. Code., and your Grant Agreement.

Grant Period

1. The grant period is **12 months** from the date of the DNR's signature on the grant agreement. Keep track of this date. **PLEASE NOTE:** Do not start any grant activities that count as pledged grant match percentage or for reimbursement until the date that DNR signs the contract agreement. A copy of the signed contract will be sent to you.
2. All the grant activities must be completed, paid, and the pledged match must be provided by the end of the grant period. Costs or payments outside the grant period are not eligible for reimbursement.

Grant Agreement & Amendment Procedures

3. Your grant agreement lists the eligible activities covered by this grant. It is possible to add additional eligible activities listed in ch. NR 168.09, Wis. Adm. Code, during the grant period as long as the amount of the grant request is not increased. To add additional eligible activities, the grant agreement must be amended and approved by the DNR. Discuss this with your DNR project manager, then send a written request that lists the activities to be added and a brief explanation to the DNR project manager with a copy of the request to:

**SAG MANAGER – RR/3
WISCONSIN DNR
PO BOX 7921
MADISON, WI 53707-7921**

If an amendment to the scope of the grant agreement is approved, you will receive written notification of the decision.

Grant Extensions

4. You may request an extension of up to 12 months to the grant period if:
 - you have not completed the grant activities identified in the grant agreement;
 - you need additional time to complete eligible activities; or
 - you need additional to complete payment for eligible activities.The request must be submitted in writing and include the reasons for the requested. Your request to extend the grant period must be made during the grant period. If approved, you will receive a written response from the DNR which lists the new end date for your grant period.

Reimbursement

5. Keep accurate records of all activities and payments that you expect to count as grant activities for reimbursement or as the pledged grant match percentage (your contribution to the grant activities).
6. You may request a maximum of two partial reimbursement payments during the grant period. Each request must be on forms available from the DNR and must include documentation of work completed and paid for or provided by the grantee.

7. Documentation of the required match percentage must be provided at each payment request, unless there is a surplus from a previous reimbursement request that will cover the full match percentage.
8. To request reimbursement, send the following documentation to the address given in item 3 above:
 - a) a brief explanation or summary of the activities that are included in the reimbursement request, including the property at which the activities took place, if the grant is for multiple properties;
 - b) completed and signed reimbursement request forms which indicate that all bills are paid and that you have received all the items and services ordered. Both the "Reimbursement Claim Form" (Form 4400-221) and the "Reimbursement Claim Worksheet" (Form 4400-222) are available from the SAG web site at: www.dnr.state.wi.us/org/aw/rr/rbrownfields/sag.htm
 - c) a copy of paid invoices from all vendors (for materials and services) which must:
 - include detailed quantities, descriptions of goods and/or services, totals, and be marked "paid"; and
 - be dated during the grant period. **NOTE:** The grant period begins with the date of the DNR's signature of the grant contract and extends for 12 months, or longer, if an extension to the grant period has been approved; and
 - d) copies of proof of payment. Acceptable forms of proof of payment include:
 - canceled check (front and back) from the grantee's account, cashier's check, or money order;
 - original or copy of invoice marked "paid in full" and showing the date on which payment was made;
 - original or copy of receipt issued by vendor showing items purchased, amount paid, and \$0 balance;
 - copy of a bank statement accompanied with a photocopy of the check sent to the vendor.
9. Once the grant period ends, you have an additional six months to submit the final report and final reimbursement request.
10. The final reimbursement request must include a final report in addition to information listed in item 8 above. A final report form (Form 4400-223) is available at the SAG web site at: www.dnr.state.wi.us/org/aw/rr/rbrownfields/sag.htm.

Helpful Publications

11. You may find the following DNR publications helpful. These, and others, are available on the DNR web site at www.dnr.state.wi.us/org/aw/rr/:
 - *Brownfields Basics for Local Governments* (publication #RR-658)
 - *Liability Protection for Local Governmental Units and Economic Development Corporations - Fact Sheet 7* (publication #RR-579)
 - *Underground Storage Tanks – Clarifying local governmental unit's responsibility to remove tanks on properties they own - Fact Sheet 8* (publications #RR-627)
 - *Voluntary Party Remediation and Exemption from Liability - Fact Sheet 2* (publication #RR-506)

Further Questions

12. Any grant or brownfield-related questions should be directed to your DNR project manager.



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Scott Hassett, Secretary

101 S. Webster St.
Box 7921
Madison, Wisconsin 53707-7921
Telephone 608-266-2621
FAX 608-267-3579
TTY 608-267-6897

May 16, 2003

CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT

FILE REF: SAG-133

City of West Allis
John Stibal, Director of Development
7525 West Greenfield Avenue
West Allis, WI 53214

MAY 19 2003
RECEIVED

Subject: Brownfield Site Assessment Grant Agreement for SAG-133 - Former Wehr Steel Site

Dear Mr. Stibal:

The Department of Natural Resources (DNR) has received both copies of the signed grant agreement that you sent in for Round 4 of the Brownfield Site Assessment Grant (SAG). Enclosed is your copy of the grant agreement that has been signed by the DNR. Please keep this copy of the agreement for your records.

Please note that the grant award time period is one year from the date the DNR signed this agreement. **Your grant period is 5/12/03 until 5/12/04.** All grant activities must occur within this time period to be eligible for reimbursement or to be included as match, unless an extension of the grant period is requested and approved.

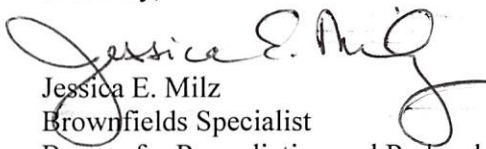
If you have any questions about your grant site please contact the DNR staff person assigned to your site: Andy Boettcher - (414-263-8541 or andrew.boettcher@dnr.state.wi.us)

Please contact me at 608-267-0559 if you have questions about the grant requirements or procedures.

Additional information about the SAG, including reimbursement procedures and forms, can be found on the DNR Remediation and Redevelopment program's web site at:
www.dnr.state.wi.us/org/aw/rr/rbrownfields/sag.htm

We look forward to working with your community on this project.

Sincerely,


Jessica E. Milz
Brownfields Specialist
Bureau for Remediation and Redevelopment

Enclosure

1000

1000

STATE OF WEST VIRGINIA

DEPARTMENT OF DEVELOPMENT



DEPARTMENT OF DEVELOPMENT
CITY OF WEST ALVA

MAY 10 2003

RECEIVED

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