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# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
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R-2004-0192      Resolution      In Committee

Resolution authorizing the Director of Development to execute a Grant Agreement with the Wisconsin Department of Natural Resources relative to a Brownfield Green Space and Public Facilities Grant for the property located at 11241 West Lincoln Ave. in an amount of \$18,221.

Introduced: 6/1/2004      Controlling Body: Safety & Development Committee

### COMMITTEE RECOMMENDATION

*ADOPT*

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<i>6/1/04</i>	<input checked="" type="checkbox"/>		Barczak	<input checked="" type="checkbox"/>			
			Czaplewski				
			Dobrowski				
			Kopplin				
			Lajsic	<input checked="" type="checkbox"/>			
			Narlock				
			Reinke	<input checked="" type="checkbox"/>			
			Sengstock				
		<input checked="" type="checkbox"/>	Vitale	<input checked="" type="checkbox"/>			
			Weigel	<input checked="" type="checkbox"/>			
			TOTAL	<i>5</i>	<i>0</i>		

### SIGNATURE OF COMMITTEE MEMBER

Chair

Vice-Chair

Member

### COMMON COUNCIL ACTION

**ADOPT**

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<i>JUN 01 2004</i>	<input checked="" type="checkbox"/>		Barczak	<input checked="" type="checkbox"/>			
			Czaplewski	<input checked="" type="checkbox"/>			
			Dobrowski	<input checked="" type="checkbox"/>			
			<del>Kopplin</del>	<input checked="" type="checkbox"/>			
			Lajsic	<input checked="" type="checkbox"/>			
			Narlock	<input checked="" type="checkbox"/>			
			Reinke	<input checked="" type="checkbox"/>			
			Sengstock	<input checked="" type="checkbox"/>			
		<input checked="" type="checkbox"/>	Vitale	<input checked="" type="checkbox"/>			
			Weigel	<input checked="" type="checkbox"/>			
			TOTAL	<i>10</i>	<i>-</i>		

0: Dev. Dept.  
P.W. Mike Petlme  
Chris Phinney

**STANDING COMMITTEES OF THE  
CITY OF WEST ALLIS COMMON COUNCIL  
2004**

**ADMINISTRATION & FINANCE**

Chair: Michael J. Czaplewski  
Vice-Chair: Martin J. Weigel  
Gary T. Barczak  
Thomas G. Lajsic  
Rosalie L. Reinke

**PUBLIC WORKS**

Chair: Richard F. Narlock  
Vice-Chair: Linda A. Dobrowski  
Kurt E. Kopplin  
Vincent Vitale  
James W. Sengstock

**SAFETY & DEVELOPMENT**

Chair: Thomas G. Lajsic  
Vice-Chair: Vincent Vitale  
Gary T. Barczak  
Martin J. Weigel  
Rosalie L. Reinke

**LICENSE & HEALTH**

Chair: Kurt E. Kopplin  
Vice-Chair: James W. Sengstock  
Linda A. Dobrowski  
Richard F. Narlock  
Michael J. Czaplewski

**ADVISORY**

Chair: Rosalie L. Reinke  
Vice-Chair: Gary T. Barczak  
Linda A. Dobrowski  
Vincent Vitale  
Martin J. Weigel



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2004-0192**

**Final Action:**

**JUN 01 2004**

Resolution authorizing the Director of Development to execute a Grant Agreement with the Wisconsin Department of Natural Resources relative to a Brownfield Green Space and Public Facilities Grant for the property located at 11241 West Lincoln Ave. in an amount of \$18,221.

WHEREAS, the City of West Allis recognizes that the remediation and redevelopment of brownfields is an important part of protecting Wisconsin's resources; and,

WHEREAS, the City-owned property located at 11241 W. Lincoln Ave. is a former landfill being considered for an athletic complex; and,

WHEREAS, Common Council Resolution No. 2003-0046 of the City of West Allis has declared its intent to complete the Brownfield Green Space and Public Facilities Grant activities described in the application if awarded funds; and,

WHEREAS, the grant requires a 135% match of \$24,600 local funding which will be provided by the funding under Purchase Order No. 23857 with Ayres Associates for Methane Gas Monitoring and Groundwater Sampling dated February 13, 2004, in the amount of \$17,000 and from additional DNR-required monitoring over the next two years, currently estimated at approximately \$10,000 per year; and,

WHEREAS, the City of West Allis will maintain records documenting all grant activities including expenditures made during the Brownfield Green Space and Public Facilities Grant period; and,

WHEREAS, the City of West Allis allows employees of the Wisconsin Department of Natural Resources access to inspect the grant site or facility and grant records; and,

WHEREAS, the City of West Allis will submit a final report to the Wisconsin Department of Natural Resources summarizing all grant activities which will accompany the final payment request.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Director of the West Allis Development Department is hereby authorized to execute, on behalf of the City, a Grant Agreement as attached hereto, from the Wisconsin Department of Natural Resources in the amount of \$18,221 under the Brownfield Green Space and Public Facilities Grant Program and will comply with state statutes and rules for the program.

cc: Department of Development  
Director, Dept. of Public Works  
Chris Phinney, Grant Accounting Specialist

Dev-R-349\jmg\6-1-04

ADOPTED

June 1, 2004  
Paul M. Ziehler

Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

June 4, 2004  
Jeannette Bell

Jeannette Bell, Mayor

<b>Grantee</b> City of West Allis	<b>Grant Number</b> GRN-005
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<b>Property Name or Title and Address</b> West Allis Athletic Fields- West Allis City Landfill South 113th & Lincoln West Allis, WI 53214
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<b>Period Covered by This Agreement</b> Two years starting from the date of the Department's signature of this grant contract.	<b>Authorized Representative</b> John Stibal, Director Department of Development
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<b>Scope and Description of Grant Activities</b> <ul style="list-style-type: none"> <li>- Preparation of a Remedial Action Plan to remedy environmental contamination.</li> <li>- Remedial actions implemented to remedy environmental contamination.</li> </ul> <p>Eligible costs are limited to the activities described in "Eligible and Ineligible Costs", s. NR 173.13, Wis. Adm. Code and "remedial actions" as defined in s. NR 700.03(48), Wis. Adm. Code. All activities must occur on the area of the eligible site or facility described above that will be used as a green space, recreation area or used by a local government or be related to contamination that has migrated from the area of the eligible site or facility that will be used as a green space, recreation area or used by a local government. Activities related to demolition of buildings or structures on the site or facility are not eligible for funding unless they are a necessary part of the "remedial action" and approved in advance by the Department.</p> <p>For this grant, remedial actions are limited to those that are beyond the legal responsibility of the person who caused the environmental contamination that is the basis of the grant request. Remedial actions that are the responsibility of the legally responsible party are not included in the scope of this grant agreement.</p>
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<b>GRANT COSTS:</b>	<i>The following documents are hereby incorporated into and made part of this agreement:</i>								
<table> <tr> <td><b>Grant Amount</b></td> <td>\$18,221</td> </tr> <tr> <td><b>Match Amount</b></td> <td>\$24,598</td> </tr> <tr> <td><b>Total Cost</b></td> <td>\$42,819</td> </tr> <tr> <td><b>Match Percentage</b></td> <td>135%</td> </tr> </table>	<b>Grant Amount</b>	\$18,221	<b>Match Amount</b>	\$24,598	<b>Total Cost</b>	\$42,819	<b>Match Percentage</b>	135%	<ol style="list-style-type: none"> <li>1. Section 292.79, Wisconsin Statutes</li> <li>2. Chapter NR 173, Wisconsin Administrative Code</li> <li>3. Application Signed 01/17/03 and all attachments</li> </ol>
<b>Grant Amount</b>	\$18,221								
<b>Match Amount</b>	\$24,598								
<b>Total Cost</b>	\$42,819								
<b>Match Percentage</b>	135%								

1. The State of Wisconsin Department of Natural Resources (Department) and the Grantee mutually agree to perform this agreement in accordance with the Brownfield Green Space and Public Facilities 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 \$18,221 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, another local governmental unit, or a non-profit organization providing matching funds or at least 135 percent 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 States and Wisconsin Administrative codes in fulfilling terms of this agreement. In particular, the Grantee agrees to comply with the provisions of chapters NR 173 and the NR 700 rule series, 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 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 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, agents or representatives, 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 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.
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, promotion, or transfer, recruitment, 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.
10. **Requirements Prior to Reimbursement**  
Before the department may reimburse a local governmental unit receiving funds under this agreement, the grantee shall demonstrate all of the following:

- a) A local governmental unit or private non-profit organization owns or has long-term control over the eligible site or facility.
- b) A deed restriction has been placed on the deed for the property where the eligible site or facility is located, and recorded at the county register of deeds office, limiting the use of the property to the end use specified in the agreement for at least 20 years from the date that this grant agreement is signed by both parties. This deed restriction shall remain in place for 20 years.
- c) A ch. NR 716 site investigation and a ch. NR 722 remedial action plan have been approved by the department.

#### 11. *Grant Reimbursement*

The Grantee, another local government or non-profit organization 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*

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.

#### 12. *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 173.17(2)(e), Wis. Adm. Code.

#### 13. *Site Investigation and Remedial Action Plan*

As described above in item 10, a ch. NR 716 site investigation and a ch. NR 722 remedial action plan must be approved by the department before the grantee can obtain reimbursement from this Grant. If the site investigation and remedial action plan has not already been approved, the grantee shall submit those reports to the regional department project manager for review and approval. If a site investigation report and/or remedial action plan is not approved by the project manager and further work is necessary for the activity to satisfy the appropriate regulatory requirements, then the additional work must be conducted in order for that report or plan to be approved and eligible grant activities to be reimbursed. Costs incurred to conduct site investigation activities shall not be reimbursed by this grant, however they can count towards the required matching funds. Costs to prepare the remedial action plan can be reimbursed by this grant if included in the Scope and Description of Grant Activities above.

#### 14. *Remedial Actions*

All investigation and remedial actions conducted as part of this grant shall follow the procedures and requirements included in s. 292.11, Wis. Stats., and ch. NR 140, Wis. Adm. Code and the NR 700 rule series. Remedial Actions eligible for funding are those consistent with the definition in s. NR 700.03(48) and those described above in the "Scope and Description of Grant Activities". This agreement does not require that sites remediated using this grant seek case closure under ch. NR 726, Wis. Adm. Code, however if Grantees or other parties choose to seek case closure or a Certificate of Completion they shall pay any fees required under chs. NR 749 or NR 750 and follow the procedures and requirements in ch. NR 726 or s. 292.15, Wis. Stats. Nothing in this agreement shall entitle the grantee or any other party involved with the project to any special rights, privileges, liability exemptions, or obligations regarding their responsibility to undertake remedial actions under s. 292.11, Wis. Stats. or any other state or federal environmental laws.

#### 15. *Fees*

If the Grantee requests the Department to conduct any technical reviews of reports, including the Site Investigation Report, Remedial Action Plan, and other reports, the review is subject to the fee schedule described in chs. NR 749 or NR 750, Wis. Adm. Code. Chapter NR 749 or 750 fees are not eligible for reimbursement, but can count as part of the grantee's pledged grant match.

Grantee: City of West Allis  
Grant Number: GRN-005  
274 VSEN 6896 EWGS 5100  
Grant Amount: \$18,221

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.

By   
(Signature of Authorized Representative)

Director of Development  
(Title)

6-7-04  
(Date)

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
FOR THE SECRETARY

By   
Thomas J. Niebauer, Acting Director  
Bureau of Community Financial Assistance

6-9-04  
(Date)





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

June 16, 2004

FILE REF: GRN-005

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

Subject: Brownfield Site Assessment Grant Agreement for GRN-005 - West Allis Athletic Fields- West Allis City Landfill

Dear Mr. Stibal,

The Department of Natural Resources (DNR) has received both copies of the signed grant agreement that you sent in for the Brownfield Green Space and Public Facilities Grant. 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 two years from the date the DNR signed this agreement. **Your grant period is 06/09/04 to 06/09/06.** All grant activities must occur within this time period to be eligible for reimbursement or to be included as match, unless a variance or extension is requested and approved.

If you have any questions about your grant site please contact the DNR staff person assigned to your site: Gina Keenan at 414/263-8589 or [Gina.Keenan@dnr.state.wi.us](mailto:Gina.Keenan@dnr.state.wi.us).

Additional information about the Green Space and Public Facilities Grant program, including reimbursement procedures and forms, will be available on the DNR Remediation and Redevelopment program's web site at:  
[http://dnr.wi.gov/org/aw/rr/rbrownfields/greenspace\\_grant.htm](http://dnr.wi.gov/org/aw/rr/rbrownfields/greenspace_grant.htm)

Please contact me at 608-261-4927 if you have questions about the grant requirements or procedures. We look forward to working with your community on this project.

Sincerely,

Michael Prager  
Land Recycling Team Leader  
Bureau for Remediation and Redevelopment

Enclosure

cc: Gina Keenan, SER

CITY OF WEST ALLIS  
DEPARTMENT OF DEVELOPMENT

JUN 21 2004

RECEIVED

CITY OF WEST ALIS  
DEPARTMENT OF ORPAMENT

JUL 5 1 30PM

RECEIVED