

**FY2020 U.S. EPA Revolving Loan Fund Grant for  
Washington County, Wisconsin**

**Cooperative Agreement No. BF-00E02895-0**

**Quarterly Report No. 2  
2<sup>nd</sup> Quarter – Fiscal Year 2021  
January 1, 2021 – March 31, 2021**

Submitted by:  
Debora M. Sielski, Deputy Director  
Washington County Planning & Parks Department

April 29, 2021

**FY2020 U.S. EPA Revolving Loan Fund Grant for  
Washington County, Wisconsin  
Cooperative Agreement BF-00E02895-0**

A. Project Title

FY2020 U.S. EPA Revolving Loan Fund Grant for Washington County, Wisconsin

B. Name of Grant Recipient

Washington County Planning & Parks Department  
333 E. Washington Street, Suite 2300  
West Bend, WI 53095-2003

C. Cooperative Agreement No.

No. BF-00E02895-0  
FY2020 U.S. EPA Revolving Loan Fund Grant for Washington County, Wisconsin  
Budget Period: 08/17/2020 – 09/30/2025  
Project Period: 08/17/2020 - 09/30/2025  
Grant Amount:  
\$800,000 – EPA Amount This Action  
\$160,000 – Recipient Contribution Match  
\$960,000 – Allowable Project Costs

D. Project Contact(s)

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**FY2020 U.S. EPA Revolving Loan Fund Grant for  
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Cooperative Agreement BF-00E02895-0**

**Quarterly Report No. 2  
2<sup>nd</sup> Quarter – Fiscal Year 2021  
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## **1.0 PROGRAM INTRODUCTION**

This report provides a summary of activities completed by Washington County, Wisconsin (the County) during the 2<sup>nd</sup> Quarter of Fiscal Year (FY) 2021 (January 1, 2021 through March 31, 2021) for implementation of the United States Environmental Protection Agency (U.S. EPA) Revolving Loan Fund Grant for Washington County, Wisconsin awarded by the U.S. EPA in 2020.

The Washington County Planning and Parks Department is responsible for administering the grant. Washington County will lead this Revolving Loan Fund coalition grant with seven (7) coalition members: City of Hartford, City of West Bend, Village of Germantown, Village of Jackson, Village of Kewaskum, Village of Richfield, and the Village of Slinger.

## **2.0 BUDGET OVERVIEW**

The County's U.S. EPA Implementation Work Plan describes four (4) tasks that must be completed in order for the EPA to consider the RLF a success.

<b>Task Number</b>	<b>Task Name</b>
1	Establish the Revolving Loan Fund
2	Market the Revolving Loan Fund
3	Site Selection, Program Operations and Oversight
4	Cleanup Loans and Subgrants

The U.S. EPA awarded Washington County a Revolving Loan Fund (RLF) grant of \$800,000 in 2020. This grant is matched by a 20% non-federal cost share (\$160,000) from an approval allocation by the Washington County Board of Supervisors. The County's match of \$160,000 will be utilized for the cleanup loans and subgrants. The total budget is \$960,000 plus an in-kind contribution commitment of \$41,464.

There were no reallocation requests submitted to the U. S. EPA Project Officer during the reporting quarter.

**Current Budget - 2nd Q FY2021 (1/1/2021 - 3/31/2021)**

Task No.	Task Description	Approved Budget as of 12/31/2021	No Reallocation Requests this Quarter	Current U.S. EPA Approved Budget as of 3/31/2021
1	Establish the RLF	\$19,800.00	\$0.00	\$19,800.00
2	Marketing the RLF	\$44,000.00	\$0.00	\$44,000.00
3	Site Selection, Program Operations and Oversight	\$154,200.00	\$0.00	\$154,200.00
4	Cleanup Loans and Subgrants	\$742,000.00	\$0.00	\$742,000.00
	<b>Total U.S. EPA Grant</b>	<b>\$960,000</b>	<b>\$0.00</b>	<b>\$960,000</b>

### 3.0 MODIFICATIONS TO THE WORK PLAN

There were no modifications to the Work Plan during the 2<sup>nd</sup> Quarter of FY 2021, January 1, 2021 through March 31, 2021. Below are the current deliverables for the Implementation Work Plan.

**Work Plan Modifications - 2nd Q FY2021 (1/1/2021 - 3/31/2021)**

Cleanup Loans and Subgrants	# of Deliverables in Implementation Work Plan	Approved Deliverables as of 3/31/2021	# Modifications to Work Plan Deliverables this Quarter	Current # of Deliverables as of 3/31/2021
Cleanup Loans	3 @ \$220,500	3	0	3
Subgrants	1 @ \$70,000	1	0	1

### 4.0 STATUS OF PROGRAM ACTIVITIES

This section of the report describes the status of each task throughout the 2<sup>nd</sup> Quarter of FY 2021, January 1, 2021 through March 31, 2021 including a summary of projects and activities approved, completed or in progress. This report also provides an estimated degree of completion of each task, provides a list of deliverables associated with each task and a summary of scheduled activities to be performed during the 3<sup>rd</sup> Quarter of FY 2021. These tasks will provide support in brownfield cleanup activities and assist in creating jobs, the cleanup of distressed areas, the elimination of blight and increase the tax base.

#### **4.1 TASK 1 – ESTABLISH THE REVOLVING LOAN FUND**

##### **A. Task Description**

This task includes the development of a service agreement between Washington County and EDWC and memorandums of agreement with coalition partners. In addition, the County and Economic Development Washington County (EDWC) will work with the Site Redevelopment Committee (SRC) to create a comprehensive program policies and procedures manual that will be specialized to brownfield site applications and used to review and approve loan and subgrant applications. The County will also complete a qualifications-based procurement process to hire a qualified environmental professional.

This task has a current budget of \$19,800.

##### **B. New Activities or Projects Approved for Implementation by U.S. EPA During the Fiscal Quarter**

None.

##### **C. Activities In Progress or Completed Activities During the Fiscal Quarter**

###### **1<sup>st</sup> Quarter of FY2021**

Throughout the 1<sup>st</sup> Quarter of FY2021, Washington County worked with EDWC to formalize a Service Agreement with the County. The Agreement was not finalized within Q1. The formalization of the Service Agreement is in progress and is expected to be completed within Quarter 2 FY2021.

###### **2<sup>nd</sup> Quarter of FY2021**

During the 2<sup>nd</sup> Quarter of FY2021, Washington County worked on finalizing the Service Agreement contract with EDWC as Loan Manager for the Revolving Loan Fund. Washington County has also been developing the Request for Qualifications to hire a Qualified Environmental Professional (QEP).

##### **D. Deliverables**

Below is a list of the proposed deliverables for this Task.

###### **2<sup>nd</sup> Quarter of FY2021**

During the 2<sup>nd</sup> Quarter of FY2021, Washington County finalized the Service Agreement contract with EDWC as Loan Manager for the Revolving Loan Fund. See Attachment A.

<b>Task 1 Progress – Establish the Revolving Loan Fund</b>	
<b>Activity</b>	<b>Deliverable</b>
Formalize Service Agreement with County, SRP and EDWC	Agreement
Formalize Memorandum of Agreements (MOAs) with Coalition Members	MOAs
Develop EPA RLF Comprehensive Policies and Procedures Manual	SRP RLF Policies and Procedure Manual
Create Brownfield RLF Loan Application Documents	Application Forms/Loan Agreements templates including terms and conditions
Perform QBP and Contract QEP & Planning Consultant	Contract

E. Percent Complete and Scheduled Activities

This task is currently approximately 10% complete.

**2<sup>nd</sup> Quarter of FY2021**

The formalization of the Service Agreement between Washington County and EDWC is in progress and is expected to be completed within the 2<sup>nd</sup> Quarter of FY2021. The County will finalize the qualifications-based procurement request and begin the process to hire a qualified environmental professional during the 2<sup>nd</sup> Quarter of FY2021.

**3<sup>rd</sup> Quarter of FY2021**

The County will finalize the qualifications-based procurement request and begin the process to hire a qualified environmental professional during the 3<sup>rd</sup> Quarter of FY2021. The County will work with the Coalition Partners to formalized MOAs during the 3<sup>rd</sup> Quarter of FY2021.

## **4.2 TASK 2 – MARKET THE REVOLVING LOAN FUND**

A. Task Description

Task 2 will focus on creating a Marketing Plan for the RLF Program. The focus of this Marketing Plan will target challenging brownfield sites where there may not be current market interest. Existing SRP outreach and marketing efforts will be used to promote the RLF Program including public meetings and marketing site specific RLF opportunities.

This task has a current budget of \$44,000.

B. New Activities or Projects Approved for Implementation by U.S. EPA During the Fiscal Quarter

None.

C. Activities In Progress or Completed Activities During the Fiscal Quarter

**1<sup>st</sup> Quarter of FY2021**

None.

**2<sup>nd</sup> Quarter of FY2021**

None.

D. Deliverables

Below is a list of the proposed deliverables for this Task.

<b>Task 2 Progress – Market the Revolving Loan Fund</b>	
<b>Activity</b>	<b>Deliverable</b>
Promote/market/provide updates on the RLF	Press releases, website updates, fact sheets, marketing materials, meeting summaries
Create Marketing Plan for SRP RLF	Marketing Plan
Link SRP RLF to EDWCs brownfield redevelopment website	Website update
Outreach and marketing efforts – public meetings, market site specific RLF opportunities	None

**2<sup>nd</sup> Quarter of FY2021**

There were no deliverables during the 2<sup>nd</sup> Quarter of FY2021.

E. Percent Complete and Scheduled Activities

This task is currently approximately 0% complete.

**3<sup>rd</sup> Quarter of FY2021**

Once the QEP is hired, the County will work with the QEP and EDWC to initiate the development of the Marketing Plan during the 3<sup>rd</sup> Quarter of FY2021.

**4.3 TASK 3 – SITE SELECTION, PROGRAM OPERATIONS AND OVERSIGHT**

A. Task Description

This task includes the SRP RLF Committee reviewing and approving loans to eligible applicants based on cleanup project eligibility, as approved by the U.S. EPA, applicant credit worthiness, and demonstrated project economic, community and environmental benefits. The SRC will review and approve subgrants. Task 3 also includes Analysis of Brownfields Cleanup



Alternatives (ABCAs) and Community Involvement Plans (CIPs) being prepared and a Decision Memorandum completed for each project. In addition, this task includes project oversight and grant administration.

This task has a current budget of \$154,200.

B. New Activities or Projects Approved for Implementation by U.S. EPA During the Fiscal Quarter

None.

C. Activities In Progress or Completed Activities During the Fiscal Quarter

**1<sup>st</sup> Quarter of FY2021**

None.

**2<sup>nd</sup> Quarter of FY2021**

On March 18, 2021, the County Project Manager attended the Brownfields Revolving Loan Fund Committee (BRLFC) meeting with the EDWC and provided an introduction to the Site Redevelopment Program, an overview of the US EPA RLF Grant and a description of the roles and responsibilities of the BRLFC.

D. Deliverables

Below is a list of the proposed deliverables for this Task.

**2<sup>nd</sup> Quarter of FY2021**

There were no deliverables during the 2<sup>nd</sup> Quarter of FY2021.

<b>Task 3 Progress – Site Selection, Program Operations and Oversight</b>	
<b>Activity</b>	<b>Deliverable</b>
Meeting with Loan/subgrant applicants	None
Review applications based on SRC RLF Policies & Procedures Manual, SRP Standards, anticipated cleanup project eligibility, applicant credit worthiness, and demonstrated project economic, community and environmental benefits.	None
Complete eligibility determinations for each project for the EPA review	Eligibility Determination
Develop ABCA and Community Relations Plan for EPA review	ABCA and Community Relations Plan for each site
Conduct required community involvement activities described in the approved CIP following project initiation	Press releases, letters, emails, meeting summaries
Notify Landowners and Communities of Cleanup Schedules and Project Progress	Press releases, letters, emails, meeting summaries
Conduct 30-day Public Comment Periods on Analysis of Brownfields Cleanup Alternatives (ABCAs)	Press releases, summary of public comment
Respond to Questions and Public Comment	Summary of public comments
Create Bilingual Outreach Materials	Bilingual materials
Create Technical Presentations, Exhibits, handouts for Meetings	Meeting presentations, exhibits, handouts
Develop Decision Memorandum for EPA review	Decision Memorandum for each site
Loan Underwriting	None
SRP RLF Committee- Loan Review, Structure Discussion, Approval	None
Negotiate Term Sheet, Development of Loan Documents, Closure of Loan	Loan Documents
SRC- Subgrant approval process, Development of Subgrant Documents	Subgrant Documents
Site Visits and Monitoring Project Related to State and Federal Requirements	Update Summary in Quarterly and Annual Report
Tracking loans and subgrants	Update Summary in Quarterly and Annual Report
Update ACRES	Property Profiles (online)
SRC Meetings	Meeting agendas and minutes
Grant Administration and Tracking Overall Progress, Program Income of SRP RLF Program	Update Summary in Quarterly and Annual Report
Attend National Brownfields Conferences	None

E. Percent Complete and Scheduled Activities

This task is currently approximately 0% complete.

#### 4.4 TASK 4 – CLEANUP LOANS AND SUBGRANTS

##### A. Task Description

This task includes executing and disbursing loans and subgrants. Employing risk-based lending practices, the County Finance Department with assistance from the Loan Manager will carry out the managed disbursement of approved loans and subgrants to approved applicants for the site cleanup work being performed by the applicants. Activities under this task will be funded by federal grant award funds and the designated match dollars.

This task has a current budget of \$742,000.

##### B. New Activities or Projects Approved for Implementation by U.S. EPA During the Fiscal Quarter

None. There were no loans and/or subgrants during this reporting quarter.

##### C. Activities In Progress or Completed Activities During the Fiscal Quarter

###### 1<sup>st</sup> Quarter of FY2021

None.

###### 2<sup>nd</sup> Quarter of FY2021

None.

##### D. Deliverables

Below is a list of the proposed deliverables for this Task.

Task 4 Progress – Cleanup Loans and Subgrants	
Activity	Deliverable
Execute Loans and Subgrants	Estimate 3 loans averaging \$220,500 each
Execute Subgrants	Estimate 1 subgrants averaging \$70,000 each
Disbursement of Approved Loans and Subgrants	Summary in Quarterly Reports

###### 2<sup>nd</sup> Quarter of FY2021

There were no deliverables during the 2<sup>nd</sup> Quarter of FY2021.

##### F. Percent Complete and Scheduled Activities

This task is currently approximately 0% complete.

## 5.0 SCHEDULE AND PROJECT MILESTONES

A list of major milestones achieved during the project to date are summarized below.

Task	Date	1st Quarter FY2021 - Activity or Milestone Description
	5/7/2020	County Project Manager send out press release announcing award of U.S. EPA FY2020 RLF grant
	9/22/2020	U.S. EPA awards Cooperative Agreement to Washington County
1	11/11/2020	Meeting with EDWC and County to discuss service agreement
1	11/12/2020	U.S. EPA RLF Kick off meeting
1	12/9/2020	U.S. EPA Transition Conference Call
1	12/9/2020	Conference call with EDWC and County to discuss service agreement

Task	Date	2nd Quarter FY2021 - Activity or Milestone Description
1	1/21/2021	US EPA Service Agreement contract review with EDWC and the County
1	1/29/2021	County Submits Quarterly Report to US EPA
1	2/4/2021	Review Service Agreement with the County and EDWC
1	2/16/2021	Executed Service Agreement with EDWC
3	3/18/2021	County attends Brownfields Revolving Loan Fund Committee meeting with the EDWC - Introduction and presentation of US EPA RLF Grant

## 6.0 PROBLEMS ENCOUNTERED/ASSISTANCE NEEDED

None.

## 7.0 BUDGET INFORMATION

### A. Summary of Grant Expenses by Category for the Reporting Period 1/1/2021 - 3/31/2021.

A summary of grant expenses by category is provided below, including the approved project budget, amounts expended during the 2<sup>nd</sup> Quarter of FY2021 (January 1, 2021 through March 31, 2021), total amounts expended through March 31, 2021, and the budget remaining as of March 31, 2021.

**2nd Q - FY2021 (Jan. 1, 2021 – March 31, 2021)**

Budget Categories	Approved Project Budget as of 1/1/2021	Previously Expended	Current Quarter Expenditures by Category	Cumulative Expenditures by Category	Balance Remaining by Category
Personal	\$ 33,300	\$ -	\$ -	\$ -	\$ 33,300
Travel	\$ 5,600	\$ -	\$ -	\$ -	\$ 5,600
Contractual	\$ 189,600	\$ -	\$ -	\$ -	\$ 189,600
Loans	\$ 661,500	\$ -	\$ -	\$ -	\$ 661,500
Subgrants	\$ 70,000	\$ -	\$ -	\$ -	\$ 70,000
<b>SUBTOTALS</b>	<b>\$ 960,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 960,000</b>
EPA RLF Grant Subtotal	\$ 800,000	\$ -	\$ -	\$ -	\$ 800,000
Match Subtotal	\$ 160,000	\$ -	\$ -	\$ -	\$ 160,000
<b>RLF PROJECT TOTAL</b>	<b>\$ 960,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 960,000</b>

**B. Summary of Grant Expenses by Category for the Reporting Period 1/1/2021 – 3/31/2021.**

A summary of grant expenses by task is provided below, including the approved project budget, amounts expended during the 2<sup>nd</sup> Quarter of FY2021 (January 1, 2021 through March 31, 2021), total amounts expended through March 31, 2021, and the budget remaining as of March 31, 2021.

**2nd Q - FY2021 (Jan. 1, 2021 – March 31, 2021)**

Task No.	Task Description	Approved Budget as of 1/1/2021	Previously Expended	Current Quarter Expenditures by Task	Cumulative Expended (through 3/31/2021)	Budget Remaining as of 3/31/2021	Percent Budget Expended
1	Establish the RLF	\$ 19,800	\$ -	\$ -	\$ -	\$ 19,800	0%
2	Marketing the RLF	\$ 44,000	\$ -	\$ -	\$ -	\$ 44,000	0%
3	Site Selection, Program Operations and Oversight	\$ 154,200	\$ -	\$ -	\$ -	\$ 154,200	0%
4	Cleanup Loans and Subgrants	\$ 742,000	\$ -	\$ -	\$ -	\$ 742,000	0%
<b>TOTAL</b>		<b>\$ 960,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 960,000</b>	<b>0%</b>

### **C. Grant Reimbursements**

A summary of grant reimbursements through the U.S. EPA Automated Standard Application for Payment (ASAP) System is based on reimbursements requested by the County for invoices already paid. The summary table includes the amounts reimbursed by date, total reimbursed, and grant funds remaining.

#### **1<sup>st</sup> Quarter of FY2021**

There were no grant reimbursements for this reporting quarter.

#### **2<sup>nd</sup> Quarter of FY2021**

There were no grant reimbursements for this reporting quarter.

### **D. Leveraged Activities**

#### **1<sup>st</sup> Quarter of FY2021**

There were no leveraged activities for this reporting quarter.

#### **2<sup>nd</sup> Quarter of FY2021**

There were no leveraged activities for this reporting quarter.

An ongoing summary of leveraged activities for the U.S. EPA Revolving Loan Fund Grant will be included in the Washington County Site Redevelopment Program Summary of Leveraged Funding. This currently includes leveraged activities from the FY 2014 and FY2017 Community-Wide Coalition Assessment Grants for Hazardous Substance & Petroleum Brownfields and will highlight leveraged activities for this U.S. EPA Revolving Loan Fund Grant. Leveraged resources to date total over **\$67 million**.

### **E. In-Kind Contributions**

Below is a summary of In-Kind contribution reported for the 2<sup>nd</sup> Quarter of FY2021.

Quarterly Report No. 2, 2<sup>nd</sup> Quarter Fiscal Year 2021, January 1, 2021 – March 31, 2021  
FY2020 U.S. EPA Revolving Loan Fund Grant for Washington County, Wisconsin

FY2020 Brownfield RFL Grant In-Kind Contributions					
Name	Title	Budgeted In-Kind Contribution	Previous In-Kind Contribution	Total In-Kind Q2 FY2021	Total Cumulative In-Kind
<b>Washington County In-Kind</b>					
Deb Sielski	Deputy Director	\$ 15,446	\$ 2,053.64	\$ 5,313.33	\$ 7,366.97
Hannah Keckeisen	Planner	\$ -	\$ -	\$ 3,048.59	\$ 3,048.59
Kathie Wild	Grants Administrator	\$ 4,222	\$ -	\$ -	\$ -
Mike Vander Sanden	GIS Coordinator	\$ 602	\$ -	\$ -	\$ -
Joe Steier	Land Use and Planning Analyst	\$ -	\$ -	\$ -	\$ -
Fay Fitts	Administrative Secretary	\$ 291	\$ -	\$ -	\$ -
Brad Stern	County Attorney	\$ 1,823	\$ -	\$ -	\$ -
<b>Total County In-Kind</b>		<b>\$ 22,384</b>	<b>\$ 2,053.64</b>	<b>\$ 8,361.92</b>	<b>\$ 10,415.56</b>
<b>EDWC RFL Committee</b>					
Christian Tscheschlok	Executive Director	\$ -	\$ 247.07	\$ 35.30	\$ 282.36
Dan Anhalt	Senior Director	\$ -	\$ 476.48	\$ 300.01	\$ 776.49
7 Core Committee Members		\$ 5,000	\$ -	\$ -	\$ -
<b>City of Hartford</b>					
Justin Drew	Director of Community Development	\$ 1,224	\$ -	\$ -	\$ -
<b>City of West Bend</b>					
Jay Shambeau	City Administrator	\$ 1,225	\$ -	\$ -	\$ -
Mark Piotrowicz	City Planner/Operations Manager	\$ 1,632	\$ -	\$ -	\$ -
Adam Gitter	Economic Development Manager	\$ 439	\$ -	\$ -	\$ -
<b>Village of Germantown</b>					
Steve Kreklow	Village Administrator	\$ 1,823	\$ -	\$ -	\$ -
<b>Village of Jackson</b>					
John Walther	Village Administrator	\$ 1,625	\$ -	\$ -	\$ -
<b>Village of Kewaskum</b>					
Matt Heiser	Village Administrator	\$ 881	\$ -	\$ -	\$ -
<b>Village of Richfield</b>					
Jim Healy	Village Administrator	\$ 995	\$ -	\$ -	\$ -
<b>Village of Slinger</b>					
Margaret Wilber	Village Administrator	\$ 1,248	\$ -	\$ -	\$ -
Jim Haggerty	DPW Dir/V. Engineer	\$ 324	\$ -	\$ -	\$ -
<b>Total Partner In-Kind</b>		<b>\$ 16,416</b>	<b>\$ 723.55</b>	<b>\$ 335.30</b>	<b>\$ 1,058.85</b>
<b>TOTAL IN-KIND</b>		<b>\$ 38,800</b>	<b>\$ 2,777.19</b>	<b>\$ 8,697.22</b>	<b>\$ 11,474.41</b>

## 8.0 PERFORMANCE OUTPUTS AND OUTCOMES

This section summarizes performance outputs and outcomes for the County FY2020 Revolving Loan Fund Grant. Outputs and Outcomes include:

### 1<sup>st</sup> Quarter of FY2021

There were no outputs or outcomes completed for this reporting quarter.

**2<sup>nd</sup> Quarter of FY2021**

There were no outputs or outcomes completed for this reporting quarter.

## **9.0 ATTACHMENTS**

- A. Professional Services Agreement - Washington County and Economic Development  
Washington County





YOUR GROWTH. OUR PASSION.

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

This AGREEMENT is made effective December 1st, 2020 by and between:

### "CONSULTANT"

Name: EDWC (WASHINGTON COUNTY ECONOMIC DEVELOPMENT CORPORATION)  
Address: 2151 North Main Street, West Bend, WI 53090  
Phone: 262-335-5875 Email: tscheschlok@edwc.org  
Representative: Christian Tscheschlok, CECD-Executive Director

### "CLIENT"

Name: Washington County  
Address: 333 East Washington Street, West Bend, WI 53095  
Phone: (262) 335-4772 Email: deb.sielski@washcowisco.gov  
Representative: Deb Sielski-Deputy Director, Planning and Parks

WHEREAS Washington County (hereinafter called the "CLIENT") wishes to retain EDWC, (hereinafter called the "CONSULTANT") to furnish professional services for administration of the FY2020 US Environmental Protection Agency Brownfield RLF Grant (hereinafter called the "PROJECT").

AND WHEREAS CONSULTANT agrees to perform and be responsible for those services described in Exhibit "A" (hereinafter called the "CONSULTANT'S SERVICES") associated with the PROJECT.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, it is hereby agreed as follows:

1. **Scope of Services:** CLIENT hereby retains CONSULTANT to perform CONSULTANT'S SERVICES as more particularly described in Exhibit "A" attached to this AGREEMENT and incorporated herein by this reference. CONSULTANT shall commence providing CONSULTANT'S SERVICES following execution of this AGREEMENT.
2. **Compensation:** As compensation for CONSULTANT'S SERVICES, CLIENT shall compensate CONSULTANT as set forth on Exhibit "B" to this AGREEMENT.
3. **Cooperation:** CLIENT and CONSULTANT agree to cooperate fully with each other in the provision of CONSULTANT'S SERVICES to CLIENT. Such cooperation shall include CONSULTANT and CLIENT providing to each other in a timely manner any information that either of them indicates is necessary to perform the CONSULTANT'S SERVICES, promptly answering questions posed by either of them, and promptly reviewing drafts and other work products. CONSULTANT and CLIENT may rely on the accuracy of information provided by the other.
4. **Independent Contractor:** CLIENT and CONSULTANT agree that CLIENT is engaging CONSULTANT as an independent contractor and CONSULTANT shall determine the means and the methods of performance of CONSULTANT'S SERVICES. CONSULTANT shall not be considered the agent, servant or employee of CLIENT at any time or under any circumstances or for any purpose whatsoever. Services performed by CONSULTANT under this AGREEMENT are solely for the benefit of CLIENT unless specified otherwise. Nothing contained in this AGREEMENT creates any duties on the part of CONSULTANT toward any person not a party to this AGREEMENT.
5. **Subcontracting or Assignment:** CLIENT agrees that CONSULTANT may subcontract and / or assign some of its responsibilities contained in this AGREEMENT (including its rights and obligations thereunder). CONSULTANT will secure, however, CLIENT'S prior written approval.
6. **Ownership of Deliverables:** All documents, data and materials prepared by CONSULTANT in connection with CONSULTANT'S SERVICES ("WORK PRODUCTS") are and shall remain the property of both the CONSULTANT and CLIENT. Client shall have the right to make and retain copies and use the WORK PRODUCTS prepared by CONSULTANT as part of CONSULTANT'S SERVICES; provided, however, the use shall be limited to the CLIENT and intended use for which the CONSULTANT'S SERVICES and WORK PRODUCTS are provided under this AGREEMENT. CONSULTANT and CLIENT may, at their sole discretion, copyright any of the WORK PRODUCTS; provided that copyrighting will not restrict either party's right to retain or make copies of the WORK PRODUCTS for information, reference and use on the project and provided that copyrighting will not infringe on CONSULTANT's and CLIENT's use of the WORK PRODUCTS in the normal course of business. The WORK PRODUCTS shall not be changed or used for purposes other than those set forth in this AGREEMENT without the prior written AGREEMENT of CONSULTANT and CLIENT.

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g., software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

The grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or the termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

If either CLIENT or CONSULTANT releases the WORK PRODUCTS to a third party without the prior written consent of both parties, or changes or uses the WORK PRODUCTS other than as intended hereunder, each party does so at its sole risk and discretion and agrees to indemnify and hold the other party harmless for any claims (including CONSULTANT's and CLIENT's claims to reasonable compensation for such third-party use) or damages resulting from or connected with the release or any third party's use of the WORK PRODUCTS.

CONSULTANT acknowledges that CLIENT is subject to Wisconsin's open records laws and that CLIENT may be required to disclose WORK PRODUCTS in accordance with said laws. Such disclosure shall not be deemed a violation of this AGREEMENT.

7. **Confidential Information:** Except in instances where disclosure is required by law, CONSULTANT and CLIENT shall protect against the disclosure of any information supplied by the other that has been marked, orally identified as confidential by CONSULTANT or CLIENT or exchanged under circumstances in which it is reasonable to presume that it is confidential.
8. **Termination:** This AGREEMENT shall continue in effect until terminated by:
  - a. Mutual agreement of CONSULTANT and CLIENT.
  - b. By either party, for any reason, on 30 business days' notice to the other party. When any of the CONSULTANT'S SERVICES for a project as specified in Exhibit "A" have been completed and accepted by CLIENT, CONSULTANT shall be paid in full for CONSULTANT'S SERVICES performed in completing that accepted project.
9. **Non-Solicitation:** CONSULTANT and CLIENT agree that during the term of this AGREEMENT and for a period of one (1) year after the termination of this AGREEMENT, CONSULTANT and CLIENT (including any organizations directly or indirectly controlled by either of them) shall not directly or indirectly approach, pursue, engage or solicit for employment any employee or independent consultant of the other during the term of such employee's or independent consultant's employment with CLIENT or CONSULTANT, as applicable.
10. **Personnel:** The CONSULTANT represents to CLIENT that it now has or will have hired or contracted with personnel experienced and competent in the work required for the efficient and expeditious performance of the CONSULTANT'S SERVICES within the time for completion as set out in Exhibit "A."
11. **Adequate Information:** The CONSULTANT acknowledges that it has had adequate discussion and access to sufficient information to enable it to undertake and perform the CONSULTANT'S SERVICES within compensation limits set within Exhibit "B." Notice of defects or insufficiencies in, review of or acceptance or approval of, the CONSULTANT'S SERVICES, whether expressed or implied, by CLIENT shall in no way relieve the CONSULTANT from its legal, professional or technical duties and responsibilities to CLIENT.
12. **Records Retention:** The CONSULTANT will maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. Said records will be available for examination by CLIENT during the CONSULTANT's normal business hours. All records and documents relating to performing the Closeout Agreement must be retained for a period of three (3) years following termination or discontinuation of the Closeout Agreement. Records and documents relating solely to performing the cooperative agreement prior to close out may be disposed of in accordance with 2 CFR § 200.333.
13. **Compliance with Laws:** The CONSULTANT shall comply with all applicable laws, regulations, codes, standards and ordinances identified within the USEPA Cooperative Agreement BF-00E02895-0 and USEPA General Terms and Conditions during the term of this AGREEMENT and shall obtain and pay for all permits and licenses required by law for the performance of the CONSULTANT'S SERVICES. CONSULTANT shall provide equal employment opportunity to all qualified persons, and



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shall recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

14. **Standard of Care:** CONSULTANT shall perform CONSULTANT'S SERVICES with the degree of skill and diligence normally practiced by professional firms performing the same or similar services. NO OTHER WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, IS MADE WITH RESPECT TO CONSULTANT'S SERVICES AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.
15. **Limitation of Liability:** NO EMPLOYEE OF CONSULTANT SHALL HAVE INDIVIDUAL LIABILITY TO CLIENT OR TO ANY THIRD PARTY BENEFICIARY OF THIS AGREEMENT TO THE EXTENT PERMITTED BY LAW. EXCEPT INSTANCES, WHICH MAY BE SUBSEQUENTLY DETERMINED BY A COURT OF COMPETENT JURISDICTION TO HAVE BEEN CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF CONSULTANT TO CLIENT FOR ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT, WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR CONTRIBUTION, OR INDEMNITY CLAIMS BASED ON THIRD PARTY CLAIMS, SHALL NOT EXCEED THE COMPENSATION PAID TO CONSULTANT UNDER THIS AGREEMENT.
16. **Indemnity:** The CONSULTANT will indemnify and save harmless CLIENT from and against all claims, losses, damages, costs, (including legal costs) actions and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury, default or damage arising from any negligent act, error, omission or willful misconduct of the CONSULTANT, its servants or agents or persons for whom it has assumed responsibility in the performance or purported performance of this AGREEMENT or of any of the CONSULTANT'S SERVICES. CLIENT will indemnify and save harmless the CONSULTANT from and against all claims, losses, damages, costs, (including legal costs) actions and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury, default or damage arising from any negligent act, error, omission or willful misconduct of CLIENT or their servants or agents or persons for whom either of them has assumed responsibility in the performance or purported performance of this AGREEMENT or of any of the CONSULTANT'S SERVICES.  
  
Nothing in this Agreement shall constitute a waiver of any right or defense CLIENT may have under Chapter 893 of the Wisconsin Statutes.
17. **Consequential Damages:** Except those instances that may be subsequently determined by a court of competent jurisdiction to have been caused by gross negligence or willful misconduct, in no event and under no circumstances shall CONSULTANT be liable to CLIENT for any interest, loss of anticipated revenues, earnings, profits, increased expense of operations, loss by reason of shutdown or non-operation due to late completion, or for any consequential, indirect or special damages.
18. **Successors and Assigns:** All provisions of this AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
19. **Disputes; Choice of Law; Choice of Venue:** If requested in writing by either the CONSULTANT or CLIENT, the CONSULTANT and CLIENT shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a "without prejudice" basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration pursuant to laws of Washington County, Wisconsin or elsewhere by mutual agreement. The laws of the State of Wisconsin shall govern the validity of this AGREEMENT, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Unless expressly provided otherwise in this AGREEMENT, any dispute regarding this AGREEMENT or CONSULTANT'S SERVICES unresolved through arbitration shall be brought in a court of competent jurisdiction located in Washington County, Wisconsin.
20. **Waiver:** Waiver by one party hereto of breach of any provision of this AGREEMENT by the other shall not operate or be construed as a continuing waiver.
21. **Notices:** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given using the contact information provided at the top of this AGREEMENT. Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.
22. **Changes/Amendments:** This AGREEMENT may not be changed except by written amendment signed by CONSULTANT and CLIENT. Services not expressly set forth in this AGREEMENT are excluded. If CONSULTANT is delayed in performing



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CONSULTANT'S SERVICES due to an event beyond its control, including but not limited to fire, flood, earthquake, explosion, strike, transportation or equipment delays, or act of God, then the schedule under the AGREEMENT shall be equitably adjusted, if necessary, to compensate CONSULTANT for any additional time needed due to the delay. Any additional associated costs from said delay must be mutually determined and agreed upon prior to CLIENT being liable for the resulting additional payment.

23. If these mutual promises are in conflict with the requirements outlined in the US EPA Cooperative Agreement BF-00E02895-0 and EPA General Terms and Conditions, that the EPA Cooperative Agreement and T & C shall govern.
24. **Entire Understanding:** This document and any exhibits attached constitute the entire understanding and AGREEMENT of the parties, and supersede any and all prior agreements, understandings, and representations.
25. **Unenforceability of Provisions:** If any provision of this AGREEMENT, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this AGREEMENT shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have duly executed and entered into this AGREEMENT the day and year first above written.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the AGREEMENT date noted above:

### CLIENT

Joshua Schoemann, County Executive

Print Name and Title

Signature

### CONSULTANT

Christian Tscheschlok, Executive Director

Print Name and Title

Signature

## **CONSULTANT AGREEMENT EXHIBIT "A"**

### **Scope of CONSULTANT'S SERVICES**

1. **Description of CONSULTANT'S SERVICES** CONSULTANT shall perform the services detailed in the "Cooperative Agreement BF-00E02895-0 and Terms and Conditions as outlined in the "Roles/Authority" chart in Attachment A as well as the "Implementation Workplan" for the US EPA Brownfield Revolving Loan fund for Washington County, Wisconsin". A listing of the "Work Deliverables" is included in Attachment A. The contract period will generally coincide with the grant period and may be extended at the option of Washington County and the CONSULTANT if additional State or Federal grant funds are obtained.

The Comprehensive Environmental Response, Compensation, and Liability ACT (CERCLA) was amended by the Small Business Liability Relief and Brownfields Revitalization Act in 2002 to include Section 104k, which provides federal financial assistance authorities for brownfields revitalization, including grants for assessment, cleanup, and revolving loan funds.

The US EPA Brownfield RLF Program to be funded by this grant will enable the established goals of the CLIENT and additional plans by helping to advance additional sites beyond assessment to cleanup and redevelopment. With over fifteen years of experience managing successful revolving loan fund programs, the CONSULTANT has been selected to serve as the RLF Loan Manager. The SRP RLF Program will employ a business mindset and focus to create a long-term, sustainable funding source for site redevelopment in the County. This will be accomplished through risk-based lending practices that focus the vast majority of funds on loans, rather than subgrants. The CONSULTANT maintains a long-term partnership with the SRP in the advancement of its goals and will therefore be a responsible steward of the RLF Program for the full five-year grant period, and beyond.

EDWC will act as Loan Manager and lead the USEPA-SRP, RLF Program in fund establishment, execution, management, and oversight including the loan and subgrant application process, selection and servicing—this will be in addition to their ongoing role with the SRC. With over fifteen years of RLF program management, the EDWC will add an SRP RLF Program Committee to their already existing EDWC RLF Committee structure. See below for an overview of roles and authorities for the term of the project unless authorized by the CLIENT and CUSTOMER as outside the scope of the current agreement as outlined in Attachment "A".

## 1.Role/Authority

Role/Authority	County	EDWC	DNR	QEP	SRC
Fiscal Agent	X				
<b>Task 1 - Establish Revolving Loan Fund</b>					
Develop Policies and Procedures Manual	<u>X</u>	<u>X</u>		X	X
Create Loan and Subgrant Application Documents / T & C Templates	X	<u>X</u>			
<b>Task 2 - Marketing Loan Fund</b>					
Creation of Marketing Plan	X	X		X	
RLF Program Marketing and Promotion	X	X		X	
<b>Task 3 - Site Selection, Program Operations and Oversight</b>					
Grant Management	X				
Site Redevelopment Committee Management	X				
RLF Coalition Member Management	X				
Staffing SRP RLF Committee		X			
Loan Management		X			
Loan Application Process		X			
Eligibility Determination Development and Approval	X	X		<u>X</u>	
Develop Analysis of Brownfield Clean up Alternative (ABCA)	X			<u>X</u>	
Develop and Implement Community Relations Plan (CIP)	X			<u>X</u>	X
Develop Decision Memorandum	X			<u>X</u>	
Underwriting		X			
Negotiation Term Sheets		X			
Loan Review, Structure Discussion, Approval by SRP RLF Committee		X			
Authoring and Approving Loan Documents		X			
Loan Closing Process		X			
Review and Approval of Subgrants					<u>X</u>
Development of Subgrant Documents	<u>X</u>				
Compliance Assurance of Grant Requirements	X				
Construction Monitoring	X			<u>X</u>	
Measuring Results, Grant Reporting and ACRES Entries	<u>X</u>			X	
Loan Portfolio Reporting	<u>X</u>				
Economic and Fiscal Impact Analysis		<u>X</u>			
<b>Task 4 - Cleanup Loans &amp; Subgrants</b>					
Loan Servicing		X			
Loan Defaults, Forbearance and Remedies	X	<u>X</u>			
Loan Penalties	X	<u>X</u>			
Loan Amendments and Modifications		X			
Loan Write-Offs	X	X			
Disbursement of subgrants	X	<u>X</u>			

X Primary responsibility where more than one organization is involved

2. **Delivery of Work Product:** Delivery of any WORK PRODUCT generated from the CONSULTANT'S SERVICES shall be delivered to CLIENT, unless agreed otherwise by CLIENT and CONSULTANT. In the course of completing the above services, EDWC will deliver the work products identified below.
  - a. Loan program manual
  - b. Loan application
  - c. Marketing plan
  - d. Marketing materials (electronic and collateral) as approved by the SRP project management team
  - e. Loan package for each applicant that includes an advocate cover memo, completed application and supporting documents
  - f. Loan committee approval summaries for each approved applicant
  - g. Borrower term sheets for each approved applicant
  - h. Underwriting risk score report and associate analytics for each approved applicant
  - i. Loan master checklists
  - j. Loan agreement, promissory note and other necessary closing docs for collateral and security purposes
  - k. Term sheets
  - l. Annual risk analysis of borrowers in the portfolio
  - m. Economic and Fiscal impact community and detailed level report for each loan
  - n. Quarterly loan servicing status report
3. **Schedule:** CONSULTANT will work with CLIENT to determine a final timeline for the various components and steps once CLIENT receives final approval to this agreement and CONSULTANT has discussed the updated timing needs of your project. The resulting timeline is dependent on available schedules and the flexibility of the project management team and other stakeholders and is subject to equitable revision should there be unanticipated delays caused by events beyond CONSULTANT'S control. The tentative timeline identified by the client includes a project of August 17, 2020-September 30, 2025
4. **Reporting:** The CONSULTANT shall report to CLIENT through the invoicing process on a quarterly basis as a demonstration of work accomplished on key tasks and milestones. Additional information requests may occur on an as needed basis for the PROJECT and such information as may be relied upon by CLIENT. In addition, EDWC will conduct an annual risk review of the loan portfolio.
5. **Changes to the Scope:** All changes to the scope of CONSULTANT'S SERVICES shall be confirmed in a writing signed by CONSULTANT and CLIENT.

## CONSULTANT AGREEMENT EXHIBIT "B"

### Compensation

1. **Price for CONSULTANT'S SERVICES:** CONSULTANT will charge and be paid for CONSULTANT'S SERVICES selected and authorized as follows:

Component	Estimate	Authorization to Proceed (Initials Indicate Acceptance)	Desired Start Date
Activities related to Task 1 –Establishing RLF - service agreement, Manual, RLF Loan and sub-grant application documents and T & C templates (See Exhibit "A")	\$14,400		Mid-January 2021
Contractual Loan Manager -for activities related to Task 2 - Marketing RLF - assist in creating and implementing SRP RLF Marketing Plan (See Exhibit "A")	\$22,400		1 <sup>st</sup> quarter 2021
Contractual Loan Manager - for activities related to Task 3 – Site Selection, Program Operation & Oversight -meetings with loan/subgrant applicants, review applications, loan underwriting, staffing SRP RLF Committee, negotiation of term sheets, development of loan docs, and closure of loan (See Exhibit "A")	\$68,000		TBD
Contractual Loan Manager – for activities related to Task 4 – Execute Loans & Subgrants to include loan servicing, loan amendments and modifications and disbursements of sub-grants	\$2,000		TBD

2. **Payment Due Date:** It is understood by CLIENT and agreed to by the CONSULTANT and it is an expressed condition hereof that, for each component in item 1 above, and the "Role/Authority" grid in Exhibit A invoicing by the CONSULTANT under this AGREEMENT is payable.
3. The CONSULTANT shall invoice CLIENT for fees and allowable costs properly incurred in providing CONSULTANT'S SERVICES by the 14th of the month prior to the end of each quarter in which CONSULTANT'S SERVICES have been provided and costs incurred, or as otherwise directed herein. This invoice shall include a description of the applicable work completed toward milestones identified within Exhibit A.
4. The CLIENT will pay the CONSULTANT within 45 days of receipt and approval of invoice. No interest will be payable on any amount not paid to the CONSULTANT on the due date. If CLIENT disputes any portion of an invoice, CLIENT agrees to pay the undisputed portion and notify CONSULTANT in writing within 10 days of the invoice of any exceptions taken. If CLIENT fails to pay any invoiced amounts within 45 days after delivery of invoice, CONSULTANT, at its sole discretion, and without limiting its other rights or remedies under this Agreement or at law or in equity may suspend performance of CONSULTANT'S services.
5. **Third Party Expenses Not Included in Item 1:** To the extent that CONSULTANT retains other third parties to assist it in the provision of CONSULTANT'S SERVICES to CLIENT and such subcontracted services are retained to augment the level of CONSULTANT'S SERVICES which can be provided by its own staff, CLIENT shall reimburse such direct expenses to CONSULTANT. All third-party expenses shall be pre-approved in writing by CLIENT.