ATTACHMENT A

WEM PDFMG AGREEMENT

STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
**DIVISION OF EMERGENCY MANAGEMENT**

Phone: 608-242-3000
P.O. Box 7865 · Madison, WI 53707-7865

wem.wi.gov
dma.wi.gov

January 16, 2026

Ryan Stenjem, Professional Engineer
City of Madison
210 MLK Jr. Blvd., Room 115
Madison, WI 53703

**RE: SFY 2026 PDFRG/City of Madison Castle Creek Concrete Cunette Removal**
**WEM Grant Number: PDFRG-2026-13-I**

Dear Ryan Stenjem:

Congratulations! Wisconsin Emergency Management (WEM) has approved a grant award to City of Madison (the grantee/the recipient) in the amount of $250,000.00. These funds are from WEM's Pre-Disaster Flood Resilience Grant (PDFRG) available through the State of Wisconsin. This grant supports the City of Madison SFY 2026 PDFRG/City of Madison Castle Creek Concrete Cunette Removal project.

As Project Director, you will be responsible for seeing that funds are administered according to the approved application materials; all requirements, including reporting, outlined in the Terms and Conditions; and the enclosed Grant Agreement. To accept this award, have the Authorized Official review and sign the award agreement. **Once signed, return one copy to WEM via email to DMAWEMHazardMitigation@widma.gov, and keep a copy for your records.**

Please reach out to the WEM Grant Manager, Katie Sommers, with any questions regarding your grant and responsibilities. We look forward to a collaborative working relationship with you.

Sincerely,



Greg Engle
Administrator
Wisconsin Emergency Management

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# SFY 2026 Pre-Disaster Flood Resilience Grant (PDFRG)
# City of Madison Castle Creek Concrete Cunette Removal
# PDFRG-2026-13-I

This grant award agreement (Agreement) is made by and between the Wisconsin Department of Military Affairs, Division of Emergency Management (WEM) and City of Madison (the Grantee) to establish the obligations the Grantee must assume in exchange for an award of funds in the amount of $250,000.00 under the State of Wisconsin Statutes § 323.63 for the Pre-Disaster Flood Resilience Grant program. WEM and City of Madison are referred to individually as a Party and collectively as the Parties.

## RECITALS

WHEREAS, WEM is authorized to make funds (Grant Funds) available under the Pre-Disaster Flood Resilience Grant as described in the Grant Application; and

WHEREAS, the Grantee applied to WEM for Grant Funds; and

WHEREAS, WEM has approved the application and the Grantee desires to accept the Grant Funds;

NOW THEREFORE, in consideration of the mutual promises set forth below and other considerations, the Parties agree as follows.

## TERMS AND CONDITIONS

1. The Recitals are incorporated by reference in this Terms and Conditions section of the Agreement.

2. The submitted application as approved by WEM is incorporated by reference in the Terms and Conditions section of this Agreement.

3. The Grantee shall administer the programs or projects within the grant period for which this grant is awarded and referenced in Exhibit A, in accordance with the applicable rules, regulations, limitations, and conditions set forth in Exhibit B and Exhibit C, which are made part of this Agreement by reference.

4. The individuals executing this Agreement represent that they have the authority to sign this Agreement on behalf of and bind their respective Parties.

THE PARTIES, BY THE SIGNATURES BELOW, AGREE THAT THEY HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TO BE BOUND BY THEM.

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IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

**GRANTOR:**

Wisconsin Emergency Management
(Type or Print Name of Granting Entity)



By: _____
(Signature)

Greg Engle, Administrator
(Print Name and Title of Person Signing)

Date: January 16, 2026

**GRANTEE, CITY OF MADISON, WISCONSIN**
**a municipal corporation:**

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

**Approved:**

_____
David P. Schmiedicke, Finance Director

Date: _____

By: _____
Lydia A. McComas, City Clerk

Date: _____

**Approved as to Form:**

_____
Eric T. Veum, Risk Manager

Date: _____

_____
Michael Haas, City Attorney

Date: _____

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# WEM Grant Agreement PDFRG-2026-13-I
# Exhibit A – Approved Award

## Funding Authorization Information

Funding authorization: State of Wisconsin Statutes § 323.63
State Identification Number: 465.318
Funding Award Description: Grants for the purpose of identifying flood vulnerabilities, identifying options to improve flood resiliency, and restoring hydrology in order to reduce flood risk and damages in flood-prone communities.

## Approved Award Information

Award date: **January 16, 2026**

Grantee: **City of Madison**

Project Title: **SFY 2026 PDFRG/City of Madison Castle Creek Concrete Cunette Removal**

Grant Period: From **6/30/2026** To **6/29/2028**

Grant Number: **PDFRG-2026-13-I** Award Amount: **$1,842,719.55**

Project Director: Ryan Stenjem, Professional Engineer; City of Madison

Project Summary: Remove Castle Creek concrete cunette and restore degraded hydrology

## Approved Award Budget

| Budget Cost Category | Award |
|---|---|
| Personnel | |
| Mobilization | |
| Materials | |
| Supplies | |
| Travel | |
| Construction/Contractual | $1,740,471.00 |
| Other | $14,500.00 |
| Contingency | $87,748.55 |
| **TOTAL APPROVED BUDGET** | **$1,842,719.55** |
| **STATE SHARE** | **$250,000.00** |
| **MATCH IDENTIFIED IN APPLICATION** | **$1,592,719.55** |
| **REQUIRED MATCH BASED ON STATE SHARE[1]** | **$83,333.34** |

[1] This is the minimum required amount of match if the grantee spends the full state share. It may be the same amount as the match identified in the application. Any additional match will not result in an increased state share.

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WEM Grant Agreement PDFRG-2026-13-I

**Exhibit B – Special Conditions and additional monitoring.**

| | | | |
|---|---|---|---|
| Grantee: | **City of Madison** | Award Date: | January 16, 2026 |
| Project Title: | **SFY 2025 PDFRG/City of Madison Castle Creek Concrete Cunette Removal** | | |
| Grant No.: | **PDFRG-2026-13-I** | | |

1. **Pre-Award Costs**
   Costs incurred prior to acceptance of the grant award by the recipient, indicated by signing this grant award, are not allowable costs for the award.
2. **Permits**
   All required permits must be obtained by the recipient. The recipient must provide copies of all permits to WEM prior to grant closeout.
3. **Conditional Letter of Map Revision/Letter of Map Revision**
   If required by federal, state, or local law, the recipient must work with the Federal Emergency Management Agency (FEMA) to file a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR). Costs for this are eligible grant expenses.
4. **Quarterly Reports**
   The recipient is required to submit quarterly progress reports to WEM via email using WEM's Quarterly Progress Report form. Reports covering the previous quarter are due to WEM via email January 15, April 15, July 15, and October 15 each quarter during the period of performance of the grant and prior to grant closeout.
5. **Reimbursements**
   To request reimbursement of expenses, the recipient must complete and submit to WEM via email WEM's Request for Reimbursement form. The recipient must include documentation of expenses including invoices, receipts, time sheets, travel expenses, proof of payment, etc. Final reimbursement will be made only after WEM verifies that all requirements and conditions of the grant have been met.
6. **Cost Underruns and Overruns**
   If there is a cost underrun for the project, final reimbursement for the state share will be adjusted not to exceed 75% of the actual costs of the project. Any costs in excess of the approved award amount are the responsibility of the recipient.
7. **Final Report**
   Within 30 days of project completion or 2 years after receiving the grant award, whichever is first, the recipient shall provide to WEM a final report summarizing project goals, activities conducted with the grant, data and other observations demonstrating progress toward project goals, and all

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studies, reports, and plans produced as a result of the grant. These materials will be posted on WEM's website.

8. **Closeout Liquidation Period**
   The recipient has 30 days after project completion or the end of the grant period, whichever is sooner, to submit to WEM final reimbursement documentation.

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# WEM Grant Agreement PDFRG-2026-13-I
# Exhibit C – DMA/WEM Standard Terms & Conditions

## Article I. Program requirements
All the instructions, guidance, limitations, and other conditions set forth in Wis. Stats. 323.63, program materials, and the application form for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements.

## Article II. Compliance with award Terms and Conditions
Submission of an application constitutes the recipient's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If DMA/WEM determines that noncompliance by the recipient cannot be remedied by imposing additional conditions, DMA/WEM may take one or more of the following actions, as appropriate in the circumstances:

(a) *Temporarily withhold cash payments pending correction of the deficiency by the recipient.*
(b) *Disallow all, or part of, the cost of the activity or action not in compliance.*
(c) *Wholly or partly suspend or terminate the award.*
(d) *Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.*
(e) *Withhold further state or federal awards for the project or program.*
(f) *Take other remedies that may be legally available.*

## Article III. Recipient responsibilities
In accepting this financial assistance award (grant or cooperative agreement), the recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and Executive Orders governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

## Article IV. Order of precedence
Any inconsistency or conflict in the Terms and Conditions specified in this award will be resolved in accordance with the term or condition that is the stricter of the two.

## Article V. Adherence to original project objectives and budget estimates
The recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Pre-award costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award, and only with the prior written approval of the program authorizing official or delegate.

## Article VI. Acceptance of post-award changes
In the event DMA/WEM determines that changes are necessary to the award agreement after an award has been made, including changes to period of performance or Terms and Conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

## Article VII. Prior approval and modifications
All activity and the corresponding incurred expenses must be approved and have a fully executed award agreement prior to conducting the activity and/or incurring the expense. The following require DMA/WEM's **advance** written approval:

i. *Changes to key personnel.*
ii. *Changes to the grant period must be submitted prior to the approved end date of the grant.*
iii. *Changes to the scope, objectives, performance measures and intent of the approved award.*
iv. *Changes to the budget that do not fall within a change to the scope or objective but exceeds the approved budget categories by ten percent (10%) of the total award.*

WEM will notify the recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved. Upon approval, WEM will issue a signed Grant Adjustment Notification (GAN). All changes are not officially approved until the GAN is received by the recipient.

## Article VIII. Allowable activity and costs
Only activity and expenses that are approved within the approved award's application may be allowable for reimbursement by grant funds. All approved costs must be allowable, allocable, necessary, and reasonable. To be allowable under a grant program, costs must match the grant's approved award and must comply with the following:

(a) Be incurred and obligated (purchase order issued, class scheduled) within the performance period.

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(b) If incurred within the performance period, payment must be made within 30 days of the grant period end date and prior to submitting a request for reimbursement.

### Article IX. Project Income

All income generated as a direct result of a grant-funded project shall be deemed project income. Project income must be used for the purpose and under the conditions applicable to the award. Project income should be used as earned and accounted for in your reimbursement request.

### Article X. Duplication of Benefits

Any cost allocable to and provided for a particular financial assistance award may not be charged to other financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing statutes, regulations, or the financial assistance award terms and conditions.

### Article XI. Procurement

Recipients shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable federal, state, local, and tribal laws and procurement standards. Under Wis. Stat. § 16.73, the State of Wisconsin's Department of Administration (DOA) is able, upon request, to provide technical purchasing information such as standard forms, manuals, product specifications, standards, and contract templates.

### Article XII. Travel expenses

Recipients shall use their own travel policy and procedures, provided that the policy and procedures conform to applicable state law and federal law.

### Article XIII. Equipment and supplies

Equipment and supplies must be received and placed into inventory before the end date of the grant. All personnel who utilize **equipment** purchased with funds from this grant must receive training either through the equipment vendor or other competent source specific to that piece of equipment before it is put into service. The recipient is required to maintain proper training and inventory records for the appropriate retention period.

### Article XIV. Acknowledgement of funding from WEM

Recipients must acknowledge their use of funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with grant funds.

### Article XV. Payments and closeout

Grant funds will be paid on a reimbursement basis only and disbursed by WEM upon completion of and approval of all monitoring requirements including quarterly reports and satisfaction of Special Conditions as well as verification to the best of WEM's ability that all terms, conditions, and requirements have been met. If DMA/WEM determines that payment to the recipient was not proper after the payment has been made, WEM will notify the recipient of recoupment in writing after which the recipient has 30 days to repay WEM or appeal the decision.

### Article XVI. Monitoring

(a) Recipients must complete all required reporting and Special Conditions as stated in the Award Agreement and upon the request of WEM officials.
(c) Recipients must submit timely, complete, and accurate reports to the appropriate WEM officials and maintain appropriate backup documentation to support the reports for the appropriate retention period.
(d) Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

### Article XVII. Best practices for collection and use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. Wis. Stats. § 19.62 (5) Personally Identifiable Information (PII) means information that can be associated with a particular individual through one or more identifiers or other information or circumstances. This includes, but is not limited to, driver's license numbers, social security numbers, addresses, telephone numbers, credit card information, and/or bank account information.

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## Article XVIII. Maintaining, retaining and access to records

All recipients, successors, transferees, and assignees must comply with applicable provisions governing access to records, accounts, documents, information, facilities, and staff.

(a) Recipients must maintain official grant records of all grant-related activity, adherence to grant requirements, and grant-funded costs. This includes but is not limited to documentation of actual time and effort of any personnel, materials, supplies, travel expenses, inventory records, management of assets, rationale and justification to support any split allocation of costs, and any other records that support the allowability of expenditures of grant funds.

(b) Recipients must cooperate with any compliance reviews or compliance investigations conducted by the State of Wisconsin, Department of Military Affairs, and/or Wisconsin Emergency Management.

(e) Recipients must give access to DMA/WEM to examine and copy records, accounts, and other documents and sources of information related to the financial assistance award and permit access to facilities or personnel.

## Article XIX. Nondiscrimination

In connection with the performance of work under this agreement the recipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, or developmental disability as defined in Wis. Stats. § 51.01(5), arrest or conviction record, sexual orientation, as defined in Wis. Stat. § 111.32(13m), or national origin, or ancestry, or marital status. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the recipient further agrees to take affirmative action to ensure equal employment opportunities. The recipient agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. The recipient shall comply with Section 504, rehabilitation Act of 1973 which prohibits discrimination on the basis of a physical condition or handicap and the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

## Article XX. Liability

The State of Wisconsin and the Department of Military Affairs, Wisconsin Emergency Management, its agents and employees shall not be liable to the recipient, or to any individuals or entities with whom the recipient contracts for any direct, indirect, incidental, consequential, or other damages sustained or incurred because of activities, actions, or inactions on the part of the recipient for services rendered pursuant to the Award Agreement. The recipient agrees to indemnify and save and hold the Department of Military Affairs, Wisconsin Emergency Management, its agents and employees harmless from all claims or causes of action arising from the performance of this award by the recipient or recipient's agent or employees.

## Article XXI. Establishment of safeguards

The recipient shall ensure the establishment of safeguards to prevent employees, consultants, or members of the governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties as specified in Wisconsin Statutes § 946.10 and § 646.13.

## Article XXII. Termination of Agreement

Any termination of this Award Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. This Award Agreement may be terminated in whole or in part as follows:

(a) DMA/WEM may terminate this Award Agreement at any time for cause by delivering thirty (30) days written notice to the recipient. Upon termination, the awarding agency's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the awarding agency.

(b) DMA/WEM may terminate this Award Agreement at will effective upon delivery of written notice to the recipient, under any of the following conditions:

(i) If the awarding agency's funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for purchases of the indicated quantity of services, the grant may be modified to accommodate a reduction or increase in funds.

(ii) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this grant or are no longer eligible for the funding proposed for payments by this grant.

(iii) If any license or certification required by law or regulation to be held by the recipient to provide the services required by this grant award is for any reason denied, revoked, or not renewed.

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