

**AGENDA
STORM WATER UTILITY
COMMITTEE**

**MONDAY, FEBRUARY 7, 2011
ROOM 202
6:30 P.M.**

***Anthony Nudo, Chairman
G. John Ruffolo, Vice Chairman
Steve Bostrom***

***Patrick Juliana
Jan Michalski
Ray Misner***

A. APPROVAL OF MINUTES

A-1 Approval of minutes of special meeting held on January 10, 2011.

C. REFERRED TO COMMITTEE

C-1 Acceptance of Project 10-1129 Interior Lights & Electrical Upgrades Truck Wash (3735 65th Street) which has been satisfactorily completed by GLC Corp dba Great Lakes Electric (Kenosha, Wisconsin), in the amount of \$36,440.00.
(District 11)

INFORMATIONAL:

1. Intent to Apply for "Fund for Lake Michigan" in cooperation with Root-Pike-WIN
2. Public Education Inter-Governmental Agreement Status
3. 2011 Yardwaste Coupon
4. Kenosha Expo Stormwater Booth – February 19 & 20, 2011

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF STORMWATER UTILITY COMMITTEE

ALDERMAN COMMENTS

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE CALL 653-4050 BEFORE NOON ON THE DATE INDICATED FOR THIS MEETING.

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMEBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING, AND ALTHOUGH THIS MAY CONSITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

STORM WATER UTILITY COMMITTEE
- MINUTES -

MONDAY, JANUARY 10, 2011
4:30 P.M.

Anthony Nudo, Chairman
G. John Ruffolo, Vice Chairman
Steve Bostrom

Patrick Juliana
Jan Michalski
Ray Misner

A special meeting of the Storm Water Utility Committee was held on Monday, January 10, 2011 in Room 204 of the Municipal Building. The following members were present: Chairman Anthony Nudo, Vice Chairman G. John Ruffolo, Aldermen Steve Bostrom, Patrick Juliana, Jan Michalski and Ray Misner. The meeting was called to order at 4:57 pm. Staff members in attendance were Ron Bursek, Mike Lemens, Alderman Anthony Kennedy and Alderman David Bogdala.

A-1 Approval of minutes of special meetings held on December 13, 2010 and December 20, 2010.

It was moved by Alderman Michalski, seconded by Alderman Ruffolo to approve. Motion passed 6-0.

C-1 Proposed Resolution to Direct the Office of the City Attorney to Take Enforcement Action against Brookstone Homes to Obtain Compliance with its Contract with the City of Kenosha.

Ed Antaramian, City Attorney, Jeff Labahn, Director of City Development, Chris Pagels, Erosion Control Inspector, were available to answer questions. Zohrab Kaligian, Community Development Specialist, gave an explanation.

A public hearing was held. Alderman Anthony Kennedy, 4223 29th Avenue, Alderman of the district spoke. It was moved by Alderman Misner, seconded by Alderman Bostrom to approve. Motion passed 6-0.

CITIZEN COMMENTS:

Alderman Anthony Kennedy, 4223 29th Avenue, commented on the resolution saying that it may have been unnecessary.

ALDERMAN COMMENTS:

Alderman Ruffolo made a comment about the Municipal League and salting operations in parks.

ADJOURNMENT - There being no further business to come before the Storm Water Utility Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 5:49 pm.



Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent
Parks Division
Jeff Warnock
Superintendent

C-1

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

January 27, 2011

To: G. John Ruffolo, Chairman, Public Works Committee
Anthony Nudo, Chairman, Storm Water Utility Committee

From: Michael M. Lemens, P.E. *[Signature]*
Director of Engineering/City Engineer

Subject: Acceptance of Project 10-1129 Interior Lights & Electrical Upgrades Truck Wash

Location: 3735 65th Street

Please be advised that the above referenced project has been satisfactorily completed by GLC Corp dba Great Lakes Electric, Kenosha, Wisconsin. This project consisted of upgrading the current interior lighting by removing the existing fixtures, replacing control boxes, installing new waterproof light fixtures with motion sensors, installing new galvanized conduit, and replacing emergency exit lighting.

It is recommended that the project be accepted in the final amount of \$36,440.00. Original contract amount was \$29,980.00 plus \$4,020.00 for contingency for a total contract amount of \$34,000.00. A change order to increase the contract by \$2,440.00 was approved to obtain the required 600 amp, 480 volt service to support the wash system. Funding was from CIP Line Item SW-09-001.

MML/kjb



ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

ASSISTANT CITY ENGINEER
SHELLY BILLINGSLEY, P.E.
STORMWATER UTILITY

Ronald L. Bursek, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4150 · Fax (262) 653-4056

February 4, 2011

To: Anthony Nudo, Chairman
Stormwater Utility Committee

From: Ronald L. Bursek, P.E. 
Director of Stormwater Utility

Subject: INFORMATIONAL ITEM – *Intent to apply for “Fund for Lake Michigan” in Cooperation with Root-Pike WIN*

BACKGROUND INFORMATION

Staff has been researching possible grant opportunities to fund innovative pilot programs for the management of stormwater. In discussions with Root-Pike WIN (Watershed Initiative Network), an organization whose mission is “to protect, restore, and sustain the ecosystem in the watersheds through the funding and facilitation of a regional network of locally initiated projects.”

Staff has recommended that the Stormwater Utility cooperate/partner with Root-Pike WIN in submitting “Intent to Apply” for the Fund to Lake Michigan to promote a rain garden and rain barrel pilot program in the drainage area of the Pennoyer Beach Outfall to further enhance the drainage area which has been awarded the Great Lakes Restoration Initiative grant funding. Staff asked Chairman Anthony Nudo to sign a letter of support for this project as the deadline for the submittal was Friday, February 4th. This letter of cooperation should enhance the probability of obtaining a grant through this funding source.

Staff would like to see that the ultimate project become an example to the Great Lakes for methods that can be implemented to deal with water quality issues along the shorelines of our Lakes.

The fund for Lake Michigan was established as a resolution for the disputes concerning the Oak Creek Power Plan and Elm Road Generating Station in southeastern Wisconsin. An agreement has been reached to provide funding of \$4 million each year from 2011 to 2035 to fund projects that focus on water quality impacts in Lake Michigan.

RECOMMENDATION

Informational Only – No Action Required



ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

ASSISTANT CITY ENGINEER
SHELLY BILLINGSLEY, P.E.
STORMWATER UTILITY

Ronald L. Bursek, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
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February 1, 2011

Fund for Lake Michigan
Attn: Elizabeth Ramborger
211 West Wacker Drive
Chicago, Illinois 60606

SUBJECT: Fund for Lake Michigan: Root-Pike Watershed Initiative Network

Dear Elizabeth Ramborger:

On behalf of the Root-Pike Watershed Initiative Network (Root-Pike WIN), the Kenosha Stormwater Utility is writing to highly recommend the Pennoyer Park Rain Garden Neighborhood: Reducing Polluted Discharge to Lake Michigan intent to apply that will be submitted under the Fund for Lake Michigan. This project will aid in the Stormwater Utility's goal of improving the nearshore health of Lake Michigan by reducing impacts of nonpoint source pollution.

The Kenosha Stormwater Utility has received a grant from the EPA relating to the Great Lake Restoration Initiative (GLRI). This grant will aid in the construction of a stormwater treatment and infiltration basin at the City's outfall on Pennoyer Park Beach as well as upstream best management practices (BMP). The Utility supports the rain garden idea to expand the project currently being planned with the GLRI grant.

This project would improve the water quality of the stormwater runoff that is discharged onto our beach and adjacent lakeshore. This project will also help maintain and increase the effectiveness of the devices that will be installed under the GLRI grant by improving the water quality of the stormwater runoff even before it enters the City's system. As a result it will help reduce the risk to public health, improve the quality of the public beach, help improve the quality of water in our great lakes and also provide a great educational opportunity with a BMP controls in a single neighborhood.

Thank you for considering this project for the 2011 Fund for Lake Michigan funding. If you have any questions regarding the GLRI grant please contact Shelly Billingsley, P.E., Assistant City Engineer for Stormwater Utility / Parks at (262) 653-4149 or sbillingsley@kenosha.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony Nudo", is written over a white background.

Anthony Nudo, Chairman
Stormwater Utility Committee
Aldermanic District 11

Cc: Susan Greenfield, Executive Director Root-Pike WIN
Ronald Bursek, P.E. -- Director Stormwater Utility
Shelly Billingsley, P.E. -- Assistant City Engineer (Stormwater Utility / Parks)



ENGINEERING DIVISION
 MICHAEL M. LEMENS, P.E.
 DIRECTOR/CITY ENGINEER

STREET DIVISION
 JOHN H. PRIJIC
 SUPERINTENDENT

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February 4, 2011

To: Anthony Nudo, Chairman
 Stormwater Utility Committee

From: Ronald L. Bursek, P.E. 
 Director of Stormwater Utility

Subject: INFORMATIONAL ITEM: *Public Education Inter-Governmental Agreement Status*

BACKGROUND INFORMATION

In 2008, the Stormwater Utility became a member of the S.E. Wisconsin Clean Water Network. The S.E. Wisconsin Clean Water Network participated in the development and implementation of a Public Education and Outreach project identified as “Keep Our Waters Clean” with the help of Root-Pike WIN. This project aided the Stormwater Utility and the City of Kenosha to achieve compliance with the requirements of the City’s WPDES permit as they related to the Public Education and Outreach requirements.

The Town of Bristol volunteered to become the fiscal agent for the contract that expired in December 2010. Therefore, the Town of Bristol has a new contract with the Root-Pike WIN association to implement the “Keep Our Waters Clean” project on behalf of the S.E. Wisconsin Clean Water Network which consists of 17 communities for the next two years.

- In 2008, the Stormwater Utility approved an Intergovernmental Agreement with Bristol to do the following:
- The City of Kenosha and the Stormwater Utility will be members of the Southeastern Wisconsin Clean Water Network and will work with other municipalities to carry out the program.
 - The City of Kenosha and the Stormwater Utility agree to have Bristol be the fiscal agent for this program.
 - An advisory committee is formed from volunteers of the S.E. Wisconsin Clean Water Network to develop the “Keep Our Waters Clean” project. Shelly Billingsley has been assigned to the advisory committee for the City of Kenosha and the Stormwater Utility.

The Keep Our Water Clean program has a new two year budget of \$76,452 of which the City of Kenosha’s share, based on population, will be \$6,836. The fees for 2011 are \$3,418 and the fees for 2012 are \$3,418. This cost share was included in the 2011 Stormwater Utility Budget. The existing Intergovernmental Agreement with Bristol does not need to be amended.

RECOMMENDATION

Informational Item – No Action Required

Proposal

Keep Our Waters Clean!

A Public Education & Outreach Project for the
Southeast Wisconsin Clean Water Network

Revised January 7, 2011



Submitted By:

Root-Pike Watershed Initiative Network

www.rootpikewin.org

Background of Keep Our Waters Clean Project

The Southeast Wisconsin Clean Water Network was formed in 2009 through an Intergovernmental Agreement entered into by 17 municipalities and the University of Wisconsin-Parkside to collectively fund a public education and outreach program that would meet the requirements of their NR 216 permits. Root-Pike Watershed Initiative Network was selected as the contractor because of its watershed focus and experience with public outreach. An advisory committee was formed and a subgroup of that organization decided to focus on the following requirements for the Household Survey and Outreach Program during the first two years (2009, 2010) of the project.

- Inform and educate public about the proper management of materials that may cause storm water pollution from sources including automobiles, pet waste, household hazardous waste and household practices.
- Promote beneficial onsite reuse of leaves and grass clippings and proper use of lawn and garden fertilizers and pesticides.
- Promote infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks.



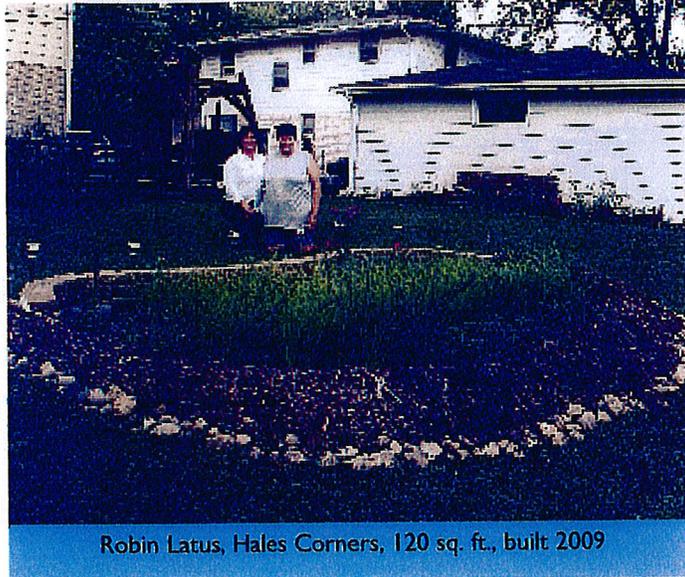
The advisory subgroup and Mr. Pete Wood of Wisconsin Department of Natural Resources determined the Keep Our Waters Clean project would address the following requirements in future years:

- Promote detection and elimination of illicit discharges and water quality impacts associated from such discharges from municipal separate storm sewer systems. Promote management of streambanks and shorelines by riparian landowners to minimize erosion and restore and enhance ecological value of waterways
- Inform and where appropriate educate those responsible for the design, installation, and maintenance of construction site erosion control practices and storm water management facilities on how to design, install and maintain the practices.
- Identify businesses and activities that may pose a storm water containment concern and where appropriate, educate specific audiences on methods of storm water pollution prevention.
- Provide environmentally sensitive land development designs to developers and designers.

Purpose of the Project

The purpose of the 2-year public outreach, education and public participation project, *Keep Our Waters Clean*, is to assist 17 municipal and the University of Wisconsin-Parkside, who are all members of the Southeast Wisconsin Clean Water Network, in fulfilling the Information and Education requirements of their State of Wisconsin issued stormwater discharge permits (Wis. Admin. Code, Chapter NR 216).

Runoff into streets and nutrients in stormwater runoff have been identified as major threats to the health of local ecosystems, including the Root River, Pike River and Creek, Des Plaines River, S.E. Fox River and near shore Lake Michigan. According to EPA, polluted runoff contributes 90 percent of pollution in our streams, rivers and lakes. Some behaviors contributing to stormwater runoff and nutrient oversupply include: lack of permeable land surfaces, over-



Robin Latus, Hales Corners, 120 sq. ft., built 2009

fertilization of lawns and yard waste raked into streets. Also contributing are car washing, where soapy water drains to storm drains and streams, and poor dog walking practices, where owners neglect to pick up after their dogs. During the next two years the Keep Our Waters Clean project will target common behaviors considered to be sources of stormwater pollution, with a focus on stormwater runoff, over-use of lawn fertilizer, poor management of yard waste, car washing and poor dog walking practices.

Members of Southeast Wisconsin Clean Water Network

County of Kenosha
City of Franklin
City of Kenosha
City of New Berlin
City of Oak Creek
City of Racine
Village of Bristol
Village of Caledonia
Village of Greendale

Village of Hales Corners
Village of Mt. Pleasant
Village of Pleasant Prairie
Village of Silver Lake
Village of Sturtevant
Village Wind Point
Town of Salem
Town of Somers
University of Wisconsin-Parkside

Long Term Goals

The goals of this Information and Education plan come from the requirements of the NR 216 permit and focus on improving urban storm water quality. According to EPA goals are broad ideas that may take a very long time to achieve. The goals of this plan are to increase awareness and understanding of the problems and promote the adoption of new behaviors that will ultimately achieve the following:

- Improve quality and reduce quantity of storm water runoff from existing urban areas to meet or exceed state and local standards.
- Improve quality and reduce quantity of storm water runoff from all new development and redevelopment to meet or exceed state and local standards.

Creating change in people's knowledge, attitudes and behaviors is a long-term process and requires a long-term commitment from its sponsors, according to EPA. Simply providing information rarely results in behavior change. Instead, the focus should be on identifying and removing barriers to the desired behavior.

Tracking Progress and Effectiveness

EPA defines measurable goals as quantifiable benchmarks that track progress and effectiveness of stormwater best management practices.

- Audiences will understand where storm sewers, ditches and swales drain and will not dump material in them
- Water quality will improve (i.e. City of Racine Health Department, SEWRPC)
- Number of new site plans that incorporate low-impact development practices
- Number of municipal demonstration sites of Stormwater BMPs
- Number of citizens/students participating in stream monitoring
- Number of new developments that meet construction erosion control
- Number of people who attend workshops, presentations, conferences
- Square feet of land converted to rain gardens
- Gallons of water held back with rain gardens, rain barrels and other green infrastructure
- Number of rain barrels installed
- Number of hits on website
- Number of households reached with each mailing
- Number of people exposed to newspaper, television and radio news stories and advertising messages.

Audience, Message & Communication Tools

In November 2009 Root-Pike WIN in partnership with UW-Extension distributed a household survey to a sample of residents selected from data supplied by member municipalities.

Target Audience

The average age of respondents in the household survey was 54 with the majority 40-60 years. A large number of our respondents (79%) said they do not use a professional lawn service. The majority (82%) had never used a rain garden and 41% had never heard of a rain garden. As a result of responses to the survey, it was decided that the Keep Our Waters Clean campaign would target male homeowners 5-64 in our geographic area who cut their own grass and tend to their lawns and outside maintenance, wash cars and walk dogs.

Message

Survey respondents said that discharges from sewerage treatment plants was a severe problem causing pollution in our waterways. This misperception is probably due to the large amount of media publicity our local news media devotes to this topic. Our messages need to focus on the primary cause of pollution of our waters--stormwater runoff-- and the behavior/ actions of individuals that contribute to it, and new practices they can adopt to reduce the problem. The messages should reinforce the connection between storm drains and local waterways as well as inform the public that Lake Michigan is the drinking supply of many southeastern Wisconsin communities. Specifically, the messages will tell people not to allow rainfall to runoff their yard and to use rain gardens and rain barrels instead to capture rain; not to over fertilize and to follow fertilizer label instructions, not to rake yard waste into the street and compost instead; and to pick up after their dogs.

Advertising

Over half of the survey respondents said they heard about local water quality problems from newsletters (61%) and newspapers and magazines (60%). According to research by the Center for Watershed Protection, radio is the most cost-effective choice (versus television or newspapers) for reaching our target audience during drive time and at home or at work. The Center found that messages sent by television, radio and local newspapers are consistently more influential in reaching residents than any other technique. In contrast, messages transmitted through meetings, brochures, local cable and videos are recalled by a very small segment of the watershed population.

In the summer of 2010 we purchased radio spots on two Milwaukee radio stations and advertising on the Channel 12 website. During the next two year project, we would like to reach more people in our target audience and have a greater impact with our messages. This will require more frequent messages aired for a longer period of time on more stations, which will be more costly than our previous campaign. We plan to collaborate with the S.E. Wisconsin Watersheds Trust (Sweet Water) to combine our financial resources for a stronger campaign. We have been meeting with Sweet Water's communications committee for several months to prepare an effective plan. The committee includes several advertising and public relations professionals who serve as advisors. We plan to complete the plan in time to present it for review at the March meeting of the S.E. WI Clean Water Network.

Audience, Message & Communication Tools (continued)



Media Publicity

In the 2011-2012 project we will also make use of “earned publicity” to include newspaper publicity and radio interviews and will contact news directors at radio stations to pitch interviews. We will also send news releases on topics related to stormwater runoff and work with municipalities to gain media publicity for their efforts (storm drain marking, rain gardens, rain barrels, river clean-up).

Municipal Newsletters

Root-Pike WIN will provide announcements for the following topics for municipal newsletters and websites:

Spring (submitted in January for Spring newsletter and posting on website)

- New release announcing workshops for *rain gardens, composting, rain barrels*

- Article on role of *rain barrels* to reduce runoff, where to purchase, how to hook-up and maintain
- Article on *protecting storm drains*: how to dispose of household chemicals to protect our waters
- Article on the role of ditches and swales for managing stormwater and protecting our streams, rivers and lakes

Summer (submitted in April for summer newsletters and for posting on website)

- Article on *yard care practices* that can protect our waters (composting, using lawn chemicals wisely, managing pet waste, and other yard care practices)
- Article on *car care* for cleaner water (use commercial car washes or wash on lawn where water soaks into lawn, repair leaks and other practices)

Fall (submitted in June for Fall newsletter and posting on websites)

- Article on fall yard care to protect our waters: managing leaves and fertilizing

Winter (submitted in August for Winter newsletter and posting on websites)

Reducing salt on driveways and sidewalks to protect our waters

Electronic Newsletter

Root-Pike WIN will begin sending a monthly electronic newsletter to municipal residents on the topic of improving water quality. People receiving the E-newsletter will have participated in the rain garden program, signed up for the E-Newsletter or been engaged in other Root-Pike WIN’s efforts. The S.E. WI Clean Water Network will be listed as the sponsor.

Website

Root-Pike WIN’s website now has a section featuring the Southeast Wisconsin Clean Water Network’s “Keep Our Waters Clean” project. We will continue to add new information.

Audience, Message & Communication Tools (continued)

Speakers Bureau

Root-Pike WIN will be available to give presentations about the Clean Water Network and stormwater runoff to service groups, student groups and other groups, and will create a PowerPoint presentation and handouts.

Exhibitions

Root-Pike WIN will participate in fairs and conferences as an exhibitor. Root-Pike WIN's tabletop exhibit will be updated with new artwork. When not in use by Root-Pike WIN, the exhibit will be made available to municipalities.

Project Schedule, 2011, 2012

January	Planning. Grant writing. Submit news release and articles for municipal newsletters and websites. Prepare counter materials. Send E-Newsletter. Report to fiscal agent.
February	Planning, Brochure, Distribute counter materials, Grant writing, Send E-newsletter.
March	Advertising placement (buy). Planning. Grant writing. News release (announce rain garden workshops), Rain garden workshops, Radio interviews, Meeting of SE WI Clean Water Network. Send E-Newsletter. Exhibit at fairs.
April	Advertising message preparation. Rain garden workshop. Rain garden site approvals. Send E-newsletter. News release (protect storm drains during spring clean). Submit news release and articles for municipal newsletters and websites. Exhibit at fairs.
May	Advertising Campaign, Rain garden workshop, Rain Garden site approvals, News release (yard care tips for clean water). Exhibit at fairs.
June	Advertising Campaign, Meeting of SE WI Clean Water Network, Rain Garden Plant Delivery/Distribution, Rain garden monitoring, Send E-newsletter, Municipal newsletters (for Fall Newsletters leaf management announcement).
July	Advertising Campaign, Report to fiscal agent, Rain Garden Monitoring, Sign order for rain gardens. Submit news release and articles for municipal newsletters and websites. Send E-Newsletter.
August	Rain Garden Monitoring, E-newsletter, Send E-Newsletter
September	Advertising Campaign, News release (yard care tips for leaf management) Meeting of SE WI Clean Water Network . Rain garden monitoring, Municipal newsletters (for Winter Newsletters driveway and sidewalk salt announcement). Send E-Newsletter. Send cost share notice to municipalities.
October	E-newsletter. Grant writing
November	Program evaluation, Report to SE WI Clean Water Network (fiscal agent). Grant writing. E-Newsletter.
December	E-newsletter, Report to funders, Grant writing, Planning, News release (yard care tips for reducing salt on driveways, sidewalks)

Program for Members of the S.E. Wisconsin Clean Water Network

Meetings

Members will meet four times a year. A schedule to meet every three months on the third Thursday beginning in March (March, June, September, December) will be submitted for approval at the December 2010 meeting. Each meeting will consist of a presentation on a topic of interest to the members. In addition, members will receive an update on the Keep Our Waters Clean project.

The March 2011 presentation will feature an expert on *agricultural runoff*, possibly from NRCS, to explain the programs and activities underway intended to reduce the impact.



Training session for City of Franklin public works employees prior their excavation of a rain garden, June 2010.

Special Presentations/Tour

One of more additional meeting will be offered to address an area of interest identified by the group. Members will be asked in a short web survey to recommend topic areas for the regular meetings and the special presentations.

- Possibilities: UW-Parkside has expressed interest in green roofs as a demonstration project
- A presentation by an expert who will discuss the causes and remedies for green algae blooms on Lake Michigan shorelines (Wind Point concern)

Fiscal Agent

The Village of Bristol has agreed to be the fiscal agent for the two-year project.

- Municipalities entered into an Intergovernmental Agreement in 2009 in which they agreed to have the Village of Bristol as their fiscal agent.
- Root-Pike WIN will enter into a contract with the Village of Bristol to carry out the Keep Our Waters Clean project
- Root-Pike WIN will submit a written report twice a year to the Village of Bristol describing progress of the project and listing expenditures. For the media advertising the report will include information on audience reach.

Project Evaluation

Members will be surveyed in November of each year for the purpose of improving the program and increasing its effectiveness.

Keep Our Waters Clean!
Two-Year Cost Share
2011-2012

INCOME

Municipality	Cost Share Jan. 1, 2011 to Dec. 31, 2011	Cost Share Jan. 1, 2012- Dec. 31, 2012	TOTAL
Town of Bristol	\$854	\$854.	\$1,708
City of Kenosha	\$3,418	\$3,418	\$6,836
County of Kenosha	\$854	\$854	\$1,708
Village of Pleasant Prairie	\$1,709	\$1709	\$3,418
Town of Salem	\$1,709	\$1,709	\$3,418
Village of Silver Lake	\$854	\$854	\$1,708
Town of Somers	\$854	\$854	\$1,708
City of Franklin	\$3,390	\$3,390	\$6,780
Village of Greendale	\$2,260	\$2,260	\$4,520
Village of Hales Corners	\$2,260	\$2,260	\$4,520
City of Oak Creek	\$3,390	\$3,390	\$6,780
Village of Caledonia	\$2,260	\$2,260	\$4,520
Village of Mt. Pleasant	\$3,390	\$3,390	\$6,780
City of Racine	\$4,520	\$4,520	\$9,040
Village of Sturtevant	\$1,709	\$1,709	\$3,418
Village of Wind Point	\$854	\$854	\$1,708
City of New Berlin	\$3,390	\$3,390	\$6,780
University of Wisconsin-Parkside	\$551	\$551	\$1,102
TOTAL INCOME * 5 % increase	\$38,226	\$38,226	\$76,452

* Per the Intergovernmental Agreement signed in 2009, after 2010 municipal cost share will be subject to an annual increase not to exceed 5 percent.

Keep Our Waters Clean!
Two-Year Budget
2011-2012

EXPENSES	1/01/11-12/31/11	1/01/12-12/31/12	TOTAL
Admin/Management	\$7,444	\$7,444	\$14,888
Staff/Consultant	\$12,500	\$12,500	\$25,000
Insurance	\$600	\$600	\$1,200
Postage (not bulk mail)	\$150	\$150	\$300
Mileage, Bus Rental	\$1,000	\$1,000	\$2,000
Website, Phone	\$350	\$350	\$700
Paid Advertising (radio, billboards, etc.)	\$10,000	\$10,000	\$20,000
Exhibit Artwork	\$600	\$600	\$1,200
Printing, Copying handouts, brochures	\$3,000	\$3,000	\$6,000
Office Supplies & Equipment	\$700	\$700	\$1,400
Office Rent	\$500	\$500	\$1,000
Facilities, Food	\$500	\$500	\$1,000
Contingency	\$882	\$882	\$1,764
TOTAL EXPENSES	\$38,226	38,226	\$76,452

Other Funders (to date)

Funder	Amount	Geographic Area	Spending Restriction
S.E. Wisconsin Watersheds Trust	\$700	Milwaukee County	Plants, mulch, sign,
Freshwater Future	\$5,000	Kenosha Pennoyer Beach Neighborhood	Plants, mulch, signs, consultant monitors
Networked Neighbors, Michigan State University	\$9,000	Watershed-wide	Plants, mulch, signs, consultant monitors, advertising
Racine Community Foundation	\$2,000	Watershed-wide	Printing of brochures
Pending Grant applications	\$30,000	Watershed-wide	Plants, mulch, signs, consultant monitors
S.E. Wisconsin Watersheds Trust	Pending	Watershed-wide, Bristol, Silver Lake	Advertising (radio, billboards, etc.)
TOTAL (to date)	\$46,700		

Contract for Professional Services

January 7, 2011

A Public Education & Outreach Project for the
Southeast Wisconsin Clean Water Network

Provided By:
Root-Pike Watershed Initiative Network
www.rootpikewin.org

SERVICES

A. Project Description

1. To provide a 2-year public outreach, education and public participation project intended to assist 17 municipal members of the Southeast Wisconsin Clean Water Network in fulfilling the Information and Education requirements of their State of Wisconsin issued stormwater discharge permits (Wis. Admin. Code, Chapter NR 216). The project will be known as, *Keep Our Waters Clean* (hereinafter referred to as the "PROJECT").
2. The seventeen municipalities and University of Wisconsin-Parkside of the Southeast Wisconsin Clean Water Network are:

County of Kenosha
City of Franklin
City of Kenosha
City of New Berlin
City of Oak Creek
City of Racine
Village of Bristol
Village of Caledonia
Village of Greendale
Village of Hales Corners
Village of Mt. Pleasant
Village of Pleasant Prairie
Village of Silver Lake
Village of Sturtevant
Village Wind Point
Town of Salem
Town of Somers
University of Wisconsin-Parkside

3. The PROJECT has the following objectives during the term of this contract, per the NR 216 requirements:
 - 3.1.2 Inform and educate public about the proper management of materials that may cause storm water pollution from sources including automobiles, pet waste, household hazardous waste and household practices.
 - 3.1.3 Promote beneficial onsite reuse of leaves and grass clippings and proper use of lawn and garden fertilizers and pesticides.
 - 3.1.5 Promote infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks.

The PROJECT will address the following requirements in future years of the Project:

- 3.1.1 Promote detection and elimination of illicit discharges and water quality impacts associated from such discharges from municipal separate storm sewer systems.

- 3.1.4 Promote management of streambanks and shorelines by riparian landowners to minimize erosion and restore and enhance ecological value of waterways.
- 3.1.5 Inform and where appropriate educate those responsible for the design, installation, and maintenance of construction site erosion control practices and storm water management facilities on how to design, install and maintain the practices.
- 3.1.7 Identify businesses and activities that may pose a storm water containment concern and where appropriate, educate specific audiences on methods of storm water pollution prevention.
- 3.1.8 Provide environmentally sensitive land development designs by developers and designers.

B. Scope

Target Audience

Based on the results from the household survey administered under this PROJECT, we will target male homeowners, 35-64 years of age who live in the geographic area served by the S.E. Wisconsin Clean Water Network and perform their own yard work, wash their cars and walk their dogs.

Message

Messages we deliver in news releases, radio interviews, radio spots, workshop presentations, handouts and other venues will discuss stormwater runoff and its impact on our streams, rivers and lakes, how people contribute to it (yard care practices, etc.) and positive actions they can take to reduce the problem. Topics (practices) to be addressed are: rain gardens, rain barrels, stormwater trees and other landscaping, composting, protecting storm drains, use of lawn and garden chemicals, managing pet waste, reducing salt on sidewalks and driveways, car care, role of swales and ditches

1. Advertising Campaign

Root-Pike WIN will collaborate with the S.E. Wisconsin Watersheds Trust to plan, create and implement a media campaign that will be targeted to our audience a air during between the months of May-October.

2. Media Publicity

Through direct contacts with reporters and the distribution of news releases, Root-Pike WIN will attract media publicity to include radio and television interviews, and newspaper and magazine feature stories.

3. Municipal Newsletters

Root-Pike WIN will provide news releases and articles for municipal newsletters and websites on the topics areas. Materials will be submitted electronically in January (Spring newsletters), April (Summer newsletters), June (Fall newsletters), August (winter newsletters).

4. Electronic Newsletter

Root-Pike WIN will send monthly electronic newsletters to municipal residents on our topic areas to include articles, announcements of upcoming workshops and grant opportunities. Municipalities will be invited to submit information for the newsletter. Email addresses will be gathered from people who attended workshops and/or applied for grants associated with Root-

Pike WIN and from other lists, such as UW-Extension.

5. **Website**

Root-Pike WIN will continue to update information in the "Keep Our Waters Clean" section of its website and will use it to focus on our topic areas.

6. **Speakers Bureau**

Root-Pike WIN will be available to give presentations to service and professional groups about the S.E. WI Clean Water Network and its role in reducing polluted stormwater runoff. A Powerpoint presentation and handout will be created and made available to members of the Network.

7. **Exhibitions**

Root-Pike WIN will participate in fairs and conferences as an exhibitor. We will create new artwork for the display unit and a handout for distribution at the events. The S.E. Wisconsin Clean Water Network will be prominently recognized on these materials. The exhibit will be made available to municipalities for display. A second tabletop display will be purchased if there is a large call from municipalities for the display.

8. **Meetings**

Root-Pike WIN will plan and attend quarterly meetings of the Network, scheduled to be held on the third Thursday in March, June, September, December, and will organize one or more additional meeting on a topic of general interest to the group. In addition, RPW will be available to meet with Randy Kerkman on issues related to this contract.

9. **Written Progress Reports**

Root-Pike WIN will submit a written report twice a year describing progress of the project. In September RPW will send an email listing the cost share for the following year.

10. **Project Evaluation**

Root-Pike WIN will create and distribute an evaluation instrument to gather input from municipal members about the project for the purpose of improving the program and increasing its effectiveness.

C. Schedule

	2010	2011				2012				2013
	October-Dec	Jan-March	April-June	July-Sept	Oct-Dec	Jan-March	April-June	July-Sept	Oct-Dec	Jan-March
Proposal to Municipalities	December	January							November	December
2-year Service Contract sent to Bristol		January								December
Municipal Payments to Bristol		February				February				
RPW Progress Report and Invoice to Bristol		January		July		January		July		January
Bristol Annual Retainer Payment to RPW		March				March				
Bristol Payment to RPW		March		October		March		October		March
Planning										
Meetings	December	March	June	Sept	Dec	March	June	Sept	Dec	
Evaluation of Project by Municipalities	November				November				November	
Annual Cost Share Notice to Municipalities				Sept				Sept		
Advertising Campaign			Monthly	Monthly			Monthly	Monthly		
Media Publicity		March	Monthly	Monthly		March	Monthly	Monthly		
Municipal Newsletters (submitted to municipalities)		January	April	July	October	January	April	July	October	TBD
Electronic Newsletter		Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	New Contract
Website Updates to Keep Our Waters Clean section		Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	
Speakers Bureau										
Exhibitions		March	April, May			March	April, May			

E. Assumptions & Conditions

This agreement is subject to the following terms & conditions:

1. The 17 participating municipalities and UW-Parkside listed herein will approve the Proposal and authorize the Village of Bristol to sign this Service Agreement. The parties entered into an Intergovernmental Agreement in 2010 in which they agreed to work together under the auspices of the Southeast Wisconsin Clean Water Network to help implement and fund the PROJECT.
2. The 17 municipalities and UW-Parkside listed herein agree to make an annual payment to the Village of Bristol (fiscal agent) to fund the PROJECT in the dollar amount described in the Proposal and this Contract and agree to make payments no later than February 25, 2011 and February 24, 2012.
3. The Village of Bristol agrees to be the fiscal agent for the duration (two years) of the PROJECT, commencing February 1, 2011 and ending December 31, 2012 and will receive financial remuneration for its services in the amount of \$200.00 per year to cover costs incurred coordinating, processing municipal payments, reviewing reports, and processing invoices.
 - a. To the extent that one or more of the 17 municipalities do not approve the Proposal and Contract or make the annual payments, Root-Pike WIN will reduce the scope of the PROJECT to reflect the reduced funding level. Regardless of the number of municipalities participating in the PROJECT and the Southeast Wisconsin Clean Water Network, annual payments set forth in this contract and shall not be increased if one or more municipalities do not participate in the PROJECT, fail to make annual payments, or terminate their participation.
 - b. The Village of Bristol, acting as fiscal agent, is not financially responsible for the other municipal members of the Southeast Wisconsin Clean Water Network who fail to make the annual payment as described in the Agreement.
4. Root-Pike WIN will complete the tasks listed according to the schedule.
5. Root-Pike WIN will submit reports twice a year to the Village of Bristol on July 15 and January 15.
6. Root-Pike WIN will meet with members of the S.E. WI Clean Water Network according to the agreed upon schedule of quarterly meetings held on the third Thursday in March, June, September, and December. In addition one or more additional meeting will be held to address an area of interest identified by members of the Network.

F. Key Project Team Members

Root-Pike WIN will work with the following personnel to provide services. If any of these persons become unavailable, Root-Pike WIN will notify and secure approval from the Village of Bristol prior to replacement of such persons. Any person replacing team members shall have similar or superior qualifications. The following personnel will provide services for this PROJECT:

1. Susan Greenfield, Executive Director, Root-Pike Watershed Initiative Network
2. Consultant (possible)

3. Randy Kerkman, Administrator, Village of Bristol (fiscal agent)

G. Decisions

Root-Pike WIN will follow the approved plan with input from members of the Southeast Wisconsin Clean Water Network to implement the PROJECT. Final decisions will be made by Root-Pike WIN.

PART II COMPENSATION

A. Compensation

Compensation for the Services shall be as follows:

Compensation to Root-Pike WIN for services rendered January 1, 2011 through December 31, 2012 by employees working on the PROJECT in accordance with PART I, services of the Agreement will be for a not-to-exceed fee of \$76,452.00. This fee includes reimbursable including mileage, copies, postage, but does not include the postage cost of mass mailings, or the cost of rain barrels or native plants for rain gardens.

B. Billing and Payment

1. Timing/Format--The Village of Bristol shall make the first retainer payment of \$10,000.00 to Root-Pike WIN no later than March 15, 2011. Root-Pike WIN will submit an invoice documenting expenses on July 15, 2011 for payment in September 2011 and on January 15, 2012 for payment in March 2012. A new \$10,000.00 retainer will be sent in March 2012 for the next contract year.
 - a. Thereafter, Root-Pike WIN will submit an invoice to the Village of Bristol on July 15, 2012 and January 15, 2013 for payment in September 2010 March 2013.
 - b. Root-Pike WIN shall prepare the invoice in a form and supported by documentation as required by the Village of Bristol.
2. Billing Records--Root-Pike WIN shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART III ROOT-PIKE WIN STANDARD TERMS AND CONDITIONS

STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the

locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code. Root-Pike WIN, upon notice from the Village of Bristol, will re-perform any non-conforming services without additional compensation. If deficiencies are not corrected in a timely manner, the Village of Bristol may cause the same to be corrected and deduct costs incurred by reason of such deficiency from Root-Pike WIN's compensation.

CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on the facts known at the time of execution of this Agreement, including, if applicable, information supplied by Root-Pike WIN and the Village of Bristol. Root-Pike WIN will promptly notify the Village of Bristol if any perceived changes of scope in writing and the parties shall negotiate modifications to the Agreement. No payment for services beyond those described in the original scope will be authorized without a written modification to this Agreement.

DELAYS. If events beyond the control of the Root-Pike WIN, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay.

TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement. If Root-Pike WIN fails to correct or cause to be corrected such failure to perform within ten (10) days of written notice by the Village of Bristol, Root-Pike WIN shall be deemed to be in default of this Agreement. The Village of Bristol will pay Root-Pike WIN only for work satisfactorily performed prior to the termination date.

REUSE OF INSTRUMENTS OF SERVICE. All reports, publications, artwork, computer data, and other documents prepared by Root-Pike WIN as instruments of service shall remain the property of Root-Pike WIN. Root-Pike WIN shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Root-Pike WIN for the specific purpose intended, shall be at Root-Pike WIN's sole risk.

OPINIONS OF VENDOR COST. Any opinion of vendor costs prepared by Root-Pike WIN is supplied for the general guidance only. Since Root-Pike WIN has no control over competitive bidding or market conditions, Root-Pike WIN cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Root-Pike WIN or its clients.

SAFETY. Root-Pike WIN shall establish and maintain projects and procedures for the safety of its employees. Root-Pike WIN specifically disclaims an authority or responsibility for general job safety and safety of persons other than Root-Pike WIN employees.

MODIFICATION. This Agreement, upon execution by both parties hereto, can be modified only by written instrument signed by both parties.

INSURANCE. Root-Pike WIN shall maintain insurance coverage as described herein:

Comprehensive General Liability	\$1,000,000	occurrence/aggregate
Automobile Liability	\$1,000,000	occurrence/aggregate

Worker's Compensation/Employers Liability	Statutory	
Professional Liability	\$1,000,000	occurrence/aggregate
Umbrella Liability	\$1,000,000	occurrence/aggregate

INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, Root-Pike WIN shall indemnify and hold the Village of Bristol, the fiscal agent, and the City of Franklin, City of Kenosha, City of New Berlin, City of Racine, Village of Caledonia, Village of Greendale, Village of Hales Corners, Village of Mt. Pleasant, City of Oak Creek, Kenosha County, Village of Pleasant Prairie, Village of Silver Lake, Village of Sturtevant, Village Wind Point, Town of Salem, and the Town of Somers harmless from and against any and all claims of any party or parties that make a demand, bring a claim, or institute a legal action allegedly arising out of the Agreement and/or the PROJECT and Root-Pike Win further agrees to indemnify and hold the Village of Bristol, the fiscal agent, and the City of Franklin, City of Kenosha, City of New Berlin, City of Racine, Village of Caledonia, Village of Greendale, Village of Hales Corners, Village of Mt. Pleasant, City of Oak Creek, Kenosha County, Village of Pleasant Prairie, Village of Silver Lake, Village of Sturtevant, Village Wind Point, Town of Salem, and the Town of Somers harmless for any loss, liability, and damages sustained by Root-Pike WIN, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property. This provision extends to all attorney's fees, costs, interest and resulting settlement amounts and/or judgments.

ASSIGNMENT. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of the Agreement or operate as a waiver of any future default, whether like or different in character.

SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

INDEPENDENT CONTRACTOR STATUS. Root-Pike WIN has "Independent Contractor Status" and will maintain complete control of and responsibility for its employees, agents, methods, and operations.

DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Root-Pike WIN and the Village of Bristol agree to attempt to resolve such disputes in the following manner. First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if such negotiations fail, either party may pursue an action in the circuit courts of the State of Wisconsin.

Keep Our Waters Clean!
Two-Year Cost Share
2011-2012

INCOME			
Municipality	Cost Share Jan. 1, 2011 to Dec. 31, 2011	Cost Share Jan. 1, 2012- Dec. 31, 2012	TOTAL
County of Kenosha	\$854	\$854	\$1,708
City of Franklin	\$3,390	\$3,390	\$6,780
City of Kenosha	\$3,418	\$3,418	\$6,836
City of New Berlin	\$3,390	\$3,390	\$6,780
City of Oak Creek	\$3,390	\$3,390	\$6,780
City of Racine	\$4,520	\$4,520	\$9,040
Village of Bristol	\$854	\$854	\$1,708
Village of Caledonia	\$2,260	\$2,260	\$4,520
Village of Greendale	\$2,260	\$2,260	\$4,520
Village of Hales Corners	\$2,260	\$2,260	\$4,520
Village of Pleasant Prairie	\$1,709	\$1,709	\$3,418
Town of Salem	\$1,709	\$1,709	\$3,418
Village of Silver Lake	\$854	\$854	\$1,708
Town of Somers	\$854	\$854	\$1,708
Village of Mt. Pleasant	\$3,390	\$3,390	\$6,780
Village of Sturtevant	\$1,709	\$1,709	\$3,418
Village of Wind Point	\$854	\$854	\$1,708
University of Wisconsin-Parkside	\$551	\$551	\$1,102
TOTAL INCOME * 5 % increase	\$38,226	\$38,226	\$76,452

* Per the Intergovernmental Agreement signed in 2009, after 2010 municipal cost share will be subject to an annual increase not to exceed 5 percent.

CONSULTANT SERVICE AGREEMENT

Project Name

Keep Our Waters Clean

This Agreement is by and between:

Root-Pike Watershed Initiative Network

800 Center Street, Room 118

Mailing: P.O. Box 044164

Racine, WI 53404

262-898-2055

susan@rootpikewin.org

And

Village of Bristol

19801 83rd Street

P.O. Box 187

Bristol, WI 53104

Who agree as follows:

Root-Pike WIN hereby agrees to perform the services set forth in Part I/Services for the compensation set forth in Part II/compensation. Root-Pike WIN shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from the Village of Bristol. The Village of Bristol and Root-Pike WIN agree that this signature page, together with Parts I-III, constitute the entire Agreement between them relating to the Project.

Approved for Root-Pike WIN

Approved for Village of Bristol

By:

Susan Treefield

By:

Richard J. Gaudin

Title:

Executive Director

Title:

President

Date:

1-28-2011

Date:

1-24-11



ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

ASSISTANT CITY ENGINEER
SHELLY BILLINGSLEY, P.E.
STORMWATER UTILITY

Ronald L. Bursek, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4150 · Fax (262) 653-4056

February 4, 2011

To: Anthony Nudo, Chairman
Stormwater Utility Committee

From: Ronald L. Bursek, P.E. 
Director of Stormwater Utility

Subject: INFORMATIONAL ITEM – *2011 Yardwaste Coupon Program*

BACKGROUND INFORMATION

With the end of the Fall Yardwaste Collection Program Staff is beginning to look forward to the Spring Collection. It was proposed to continue the Yardwaste Coupon program for the Spring and Fall collection periods through 2011. The proposed budget included approximately \$58,650 for vendor fees, reimbursement costs, retailer incentives, and coupon setup and postage fees.

Since the current purchase requisition with the existing vendor has expired at the end of December staff would like to begin negotiating with possible vendors so that the program can be operational by the Spring curbside collection.

Staff is recommending that the Stormwater Utility negotiate a new contract with the current vendor Mandlik & Rhodes.

Staff has been working with Finance to extend the 2010 purchase order to cover coupons that are will still be processed over the next couple months until the clearinghouses are able to redeem the 2010 expiring coupons.

RECOMMENDATION

Informational / Discussion Only – No Action Required