

**AGENDA
STORM WATER UTILITY
COMMITTEE**

**WEDNESDAY, FEBRUARY 29, 2012
Centrisys
9586 58th Place
5:00 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 February 20, 2012.

C. REFERRED TO COMMITTEE

C-1 Agreement by and between the City of Kenosha, Wisconsin, a municipal corporation, and the City of Racine Health Department.

C-2 Acceptance of Project 10-1130 Vehicle Wash System Installation Truck Wash (3735 65th Street) which has been satisfactorily completed by InterClean Equipment, Inc. (Ypsilanti, Michigan), in the amount of \$251,016.70. **(District 15 formerly District 11)**

C-3 Disbursements for the month of January 2012.

C-4 Approval of Service Agreement with Applied Ecological Services for:
A. Anderson, Park Rain Garden Maintenance
B. River Crossing Swale Maintenance

INFORMATIONAL: Project Status Report

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF STORMWATER UTILITY COMMITTEE

STAFF COMMENTS

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 MEMBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING, AND ALTHOUGH THIS MAY CONSTITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

STORM WATER UTILITY COMMITTEE
- MINUTES -

MONDAY, FEBRUARY 20, 2012
6:00 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, February 20, 2012 in Room 202 of the Municipal Building. The following members were present: Chairman Anthony Nudo, Vice Chairman G. John Ruffolo, Aldermen Steve Bostrom, and Jan Michalski. Alderman Patrick Juliana arrived prior to item C-1. Alderman Ray Misner was excused. The meeting was called to order at 6:26 pm. Staff members in attendance were Shelly Billingsley, Cathy Honeyager, Aldermen LaMacchia and Downing.

- A-1 Approval of minutes of regular meeting held on February 1, 2012.
It was moved by Alderman Michalski, seconded by Alderman Bostrom to approve. Motion passed 4-0.
- C-1 Approval of Lawn Park Bioswales for the Pennoyer Beach Outfall GLRI Grant.
It was moved by Alderman Ruffolo, seconded by Alderman Juliana to approve. Motion passed 5-0.
- C-2 Acceptance of Project 10-1208 Sidewalk & Curb/Gutter Program (Citywide Locations) which has been satisfactorily completed by AZAR, LLC, Racine, Wisconsin, in the amount of \$410,501.39. **(All Districts)**
It was moved by Alderman Ruffolo, seconded by Alderman Juliana to approve. Motion passed 5-0.
- C-3 Approval of EHU Adjustment Fee Waiver for Parcel 07-222-24-126-135.
It was moved by Alderman Ruffolo, seconded by Alderman Juliana to approve. Motion passed 5-0.

INFORMATIONAL: Project Status Report

STAFF COMMENTS: Shelly mentioned the Kenosha Expo in March.

ALDERMAN COMMENTS: Alderman Nudo asked the City Attorney to review the Final Report from Administration regarding the excessive overpayment for tree trimming. The City Attorney will come back to the committee to express his opinion if Administration had the authority to spend money that was not budgeted post emergency.

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 6:30 pm.



STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

C-1
DIRECTOR OF ENGINEERING/CITY ENGINEER
SHELLY BILLINGSLEY, P.E.

SOIL EROSION SPECIALIST
CHRIS PAGELS

DEPARTMENT OF STORMWATER UTILITY
MICHAEL M. LEMENS, P.E., DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056

February 23, 2012

To: Anthony Nudo, Chairman
Stormwater Utility Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Director of Engineering / City Engineer

Cc: Eric Hugaard
District 1

G. John Ruffolo
District 4

Subject: Agreement by and between the City of Kenosha, Wisconsin, a municipal corporation, and the City of Racine Health Department.

BACKGROUND INFORMATION

Staff received a Wisconsin Coastal Management grant to complete water quality sampling in the Pike River. Julie Kinzelman, with the City of Racine Health Department, has taken an active role in developing methods for making our Lake a cleaner water source through a variety of lake and river monitoring projects. Julie Kinzelman and the City of Racine also received a Great Lakes Restoration Initiative Grant to monitor the water quality along the shores of Lake Michigan. Combining the results of these studies will provide the City overall monitoring data for the Lake and the River and the impacts of both on the community.

RECOMMENDATION

Approve Agreement between the City of Kenosha – Stormwater Utility and the City of Racine Health Department in the amount of \$29,192 and authorize the Director to execute the contract. The funding for this work will be paid for out of CIP SW-10-003 Pollution Prevention and the Wisconsin Coastal Management Grant.

AGREEMENT

by and between

**THE CITY OF KENOSHA, WISCONSIN
a municipal corporation.**

And

THE CITY OF RACINE HEALTH DEPARTMENT

THIS AGREEMENT, made and entered into by and between the City of Kenosha, Wisconsin ("**CITY**"), and the City of Racine Health Department ("**CONTRACTOR**"), 730 Washington Avenue, Racine, Wisconsin 53403.

Whereas, the **CITY** has entered into an agreement with the State of Wisconsin to monitor non point source pollutants in the Pike River Watershed and along Lake Michigan's coastline in the City of Kenosha, as more particularly described in the Attachment to the Grant Agreement attached hereto and incorporated herein as Exhibit 1.

1. OBLIGATIONS OF CONTRACTOR. **CONTRACTOR** shall perform those services as directed by **CITY** to fulfill the requirements set forth in Exhibit 1. **CONTRACTOR** shall use its best efforts to complete all obligations under this Agreement by November 30, 2012. **CONTRACTOR** shall attend coordination meetings, progress and presentation meetings and/or telephone conferences with the **CITY** or such community, state, city, or county officials, groups or individuals as requested by **CITY**. **CONTRACTOR** agrees to perform **CONTRACTOR's** work, services and duties in conformance with recognized professional standards in this field.

2. TERM. The term of this agreement shall be February 1, 2012, through November 30, 2012.

3. PAYMENT. **CITY** shall pay **CONTRACTOR**, an amount not to exceed \$29,192.00 for services rendered under this Agreement. Compensation for services required under this Agreement shall be contingent upon review and approval by Shelly Billingsley or her designee.

4. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION. **CONTRACTOR** acknowledges that it is an independent **CONTRACTOR** and that its employees and agents are not the employees of **CITY** for purposes of income tax payments, social security contributions, insurance, workers' and unemployment compensation and any other purpose.

5. MAINTENANCE OF RECORDS. **CONTRACTOR** shall keep available for inspection by representatives of the **CITY** for a period of 3 years after final payment all cost records and accounts pertaining to this Agreement. Should, however, any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit is completed.

6. REPORTS. **CONTRACTOR** agrees to submit in writing reports as may be required by **CITY**. All reports, studies, analyses, memoranda, and related data and material as may be developed during the performance of this Agreement (hereinafter collectively referred to as "Reports") shall be submitted to and be the exclusive property of the **CITY**. **CITY** shall have the right to use said Reports for any purpose without any further compensation to **CONTRACTOR**.

7. INDEMNIFICATION. **CONTRACTOR** agrees to indemnify, defend and hold **CITY** harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from **CONTRACTOR's** performance pursuant to or **CONTRACTOR's** breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of **CITY**, its employees, agents or independent contractors.

8. TERMINATION. This agreement may be terminated by either party upon 10 days written notice. In the event this Agreement shall be terminated prior to completion by **CONTRACTOR** of the services to be performed, **CONTRACTOR** shall be paid for such services completed prior to the date of termination in an amount mutually agreed to between **CITY** and **CONTRACTOR**. Should the parties be unable to agree on the amount, the parties agree to submit the issue to an arbitration panel. Each party shall select an arbitrator to sit on the panel and the two arbitrators shall agree on a third arbitrator. Each side shall submit a figure to the panel for its consideration and the majority decision of the panel shall control. The arbitrators shall have the power to determine how the arbitration is to be conducted including, but not limited to, whether witnesses are required or discovery is to be permitted.

9. ASSIGNMENT. **CONTRACTOR** shall not assign this agreement to any other person or entity without consent of **CITY**.

10. COMPLIANCE WITH GRANT AGREEMENT. **CONTRACTOR** agrees to comply with the Standard Terms and Conditions set forth in Exhibit 1.

11. LAWS, RULES AND REGULATIONS. Services under this Agreement shall be performed in accordance with applicable Federal, State and City laws, rules and regulations.

12. AMENDED IN WRITING. This Agreement and its terms, provisions, covenants and conditions may not be amended, changed, altered, modified or waived except by express instrument in writing signed by both parties.

13. NOTICE. Any notice required to be given to any party to this Agreement shall be in writing and delivered personally or by certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail,

If to **CITY**:

Shelly Billingsley
Deputy Director of Engineering
625 52nd Street, Room 305
Kenosha, Wisconsin 53140

With a copy to:

Office of the City Attorney
City Attorney Edward R. Antaramian
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

If to CONTRACTOR:

City of Racine Health Department
730 Washington Avenue
Racine, Wisconsin 53403

14. REPRESENTATION OF AUTHORITY. Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms and thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes a valid and binding agreement of the undersigned, enforceable against each of them, in accordance with the terms of this Agreement.

15. HEADINGS. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

16. LAW GOVERNING. The interpretation of this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin

17. SEVERABILITY. If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and terms of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates below given.

**CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,**

BY: _____
KEITH G. BOSMAN, Mayor

Date: _____

BY: _____
DEBRA L. SALAS
City Clerk/Treasurer

Date: _____



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR

MIKE HUEBSCH
SECRETARY

Division of Intergovernmental Relations
Post Office Box 8944
Madison, WI 53708-8944
Voice (608) 266-0288
Fax (608) 267-6917

DATE: September 21, 2011

TO: Coastal Management Grant Recipient

FROM: Michael Friis, Manager
Wisconsin Coastal Management Program

SUBJECT: Coastal Management Grant Agreement

Attached is your completed Wisconsin Coastal Management Program grant agreement, purchase order, and invoice reimbursement form.

Please note:

1. The first progress report is due on December 31, 2011 (or earlier if you are requesting reimbursement before then).
2. Enclosed and required this year is the Performance Measures Checklist for federal reporting. The checklist is due to Coastal Management June 30, 2012.

Invoice forms are also available as an Excel file and will be sent to your organization by email at a later date.

We look forward to working with you on your project.

State of Wisconsin Purchase Order

SEND INVOICE IN TRIPLICATE TO: MICHAEL FRIIS DIVISION OF INTERGOVERNMENTAL RELATIONS 101 E WILSON ST, 9TH FL PO BOX 8944 MADISON WI 53708-8944	PO Code & Type G-GRANT (PASS THROUGH)	Purchase Order Number ADB000656 (Show above number on all shipments, correspondence and invoices) DATE: 9/8/2011
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Vendor: TREAS CITY KENOSHA 625 52ND ST #105 KENOSHA WI 53140-3480	Ship to: MICHAEL FRIIS DIVISION OF INTERGOVERNMENTAL RELATIONS 101 E WILSON ST, 9TH FL PO BOX 8944 MADISON WI 53708-8944
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FEIN/SSN	Requisition No. HDB000090	Shipping instructions:
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FOB	Terms	Delivery	Reference	Bid No.	Statewide Contract No.
DEST	NET 30	6/30/2012			

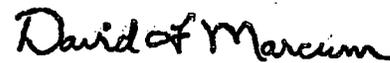
Quantity	Unit	Item Description	Commodity Code	Unit Price	Total
1	EA	GRANT AGREEMENT TO SUPPLY ALL NECESSARY PERSONNEL, SUPPLIES AND EQUIPMENT ACCORDING TO THE TERMS AND CONDITIONS OF AGREEMENT NO. AD119502-012.06 (306 FUNDS) FOR THE TIME PERIOD ENDING JUNE 30, 2012. GRANT EXEMPTION #21 LETTER ATTACHED. TITLE OF PROJECT: MONITORING OF NON POINT SOURCE POLLUTANTS IN THE PIKE RIVER WATERSHED AND ALONG LAKE MICHIGAN'S COAST LINE IN THE CITY OF KENOSHA. VENDOR CONTACT: SHELLY BILLINGSLEY (262)653-4149.	96298000000		\$29,192.00
		VENDOR COPY OF PURCHASE ORDER TO JAYNE LORD. CALL 264-6106 OR E-MAIL FOR PICK UP.			

TOTAL = \$29,192.00

Agency Contact - Name and phone no.

Jayne Lord
608-264-6106
Department of Administration

Order Approved - Signature


Purchasing Supervisor

Please note

Acknowledge this order promptly. No weekend or holiday deliveries.
 Accompany each delivery with a shipping ticket or memo showing Purchase Order Number and material furnished.
 If any item(s) on this order is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one copy of a Material Safety Data Sheet for each item with the shipped container and one copy with the invoice.
 VENDOR -- See Standard Terms and Conditions of Purchase included.

Tax exemptions

The State Of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise or occupation tax as described on the attached form. The State of Wisconsin has issued Sales Tax Exempt No.:

ES40657 to the Department of Administration

Federal Exemption No. 39-73-1021-K is on file with the Internal Revenue Service, Milwaukee, WI.

State of Wisconsin
Standard Terms and Conditions

Antitrust Assignment: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

Applicable Law and Compliance: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

Cancellation: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

Work Center Criteria: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

Insurance Responsibility: The contractor performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

Nondiscrimination / Affirmative Action: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. 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 contractor further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

Patent Infringement: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

Payment Terms and Invoicing: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

Refund of Credits: The contractor agrees to pay the state within 60 days, at the state's request, any credits resulting from the order which the state determines cannot be applied to future invoices.

Taxes: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

Terms and Conditions: The Standard Terms and Conditions (DOA-3054) or the Standard Terms and Conditions for State of Wisconsin Printing (DOA-3604) shall apply to all orders. Copies of these terms and conditions are available upon request from the State Bureau of Procurement.

Vendor Tax Delinquency: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.



INVOICE
Grant Expense Report & Reimbursement Request

To Be Filled Out by Grant Recipient

City of Kenosha, Stormwater Utility
 625 52nd St., #105
 Kenosha, WI 53140-3480

Grantee
Invoice No. _____ **Invoice Date:** 9/9/9999

Period Covered

(check one)

1st Quarter 2nd Quarter 3rd Quarter 4th Quarter

Dates Covered

From: 9/9/9999 **Through:** 9/9/9999

Grantee Contact Name: Shelly Billingsley
Grantee Phone Number: (262) 653-4149

Type of Payment Requested

Partial Final

CMP Grant Agreement No.
 AD119502- 012.06

Purchase Order No.
 ADB000656

Grantee Project Name
 Monitoring of non point source pollutants in the Pike River Wa

Category	Authorized Budget		Current Invoice		Invoiced to Date		Balance Coastal
	Coastal	Match	Coastal	Match	Coastal	Match	
Personnel	\$0.00	\$2,000.00					\$0.00
Fringe Benefits	\$0.00	\$1,000.00					\$0.00
Travel	\$0.00	\$0.00					\$0.00
Equipment	\$0.00	\$0.00					\$0.00
Supplies	\$0.00	\$2,500.00					\$0.00
Contractual	\$29,192.00	\$10,046.00					\$29,192.00
Construction	\$0.00	\$0.00					\$0.00
Other	\$0.00	\$13,846.00					\$0.00
Indirect Charges	\$0.00	\$0.00					\$0.00
Totals	\$29,192.00	\$29,192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,192.00
			50%	50%			

Certification: I certify the reimbursement requested is for actual expenditures made in fulfillment of the grant agreement referenced above.

 Signature

For Coastal Program Office Use Only

Fd. Agy. Org. App. Act. Obj. Proj.	
Project Code(s)	100-505-H700-1426-A194-5100-E194 \$29,192.00
Payment Amount:	
Approved By:	
Date:	
Grant Total	
\$29,192.00	

For DIR Payment Processing Use Only

Send Invoice to: Coastal Management Program Grants Specialist
 Division of Intergovernmental Relations
 Department of Administration
 101 E. Wilson Street, 9th Floor, PO Box 8944
 Madison, WI 53708-8944
 Telephone: 608/261-7533 FAX 608/267-6917

**GRANT AGREEMENT
BETWEEN THE**

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATIONS
WISCONSIN COASTAL MANAGEMENT PROGRAM**

AND

CITY OF KENOSHA

THIS AGREEMENT is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **CITY OF KENOSHA** ("Grantee"). This agreement is complete and valid as of the date signed by the Administrator of the Division of Intergovernmental Relations, and will end on July 31, 2012 unless extended by mutual agreement.

WHEREAS, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the Grantee has submitted an Application for the identified Program and the State, in reliance upon the representations set forth in the Application, approved an award to the Grantee in the amount of Twenty-Nine Thousand One Hundred Ninety-Two Dollars (\$29,192.00) and the Grantee agrees to provide Twenty-Nine Thousand One Hundred Ninety-Two Dollars (\$29,192.00) for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

CITY OF KENOSHA

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL
RELATIONS**

BY:


Michael M. Lemens, P.E.

BY:


Ed Eberle

TITLE: Director of Engineering

TITLE: Administrator

DATE:

8-16-11

DATE:

8-30-11

GENERAL TERMS AND CONDITIONS

ARTICLE 1. REVIEW AND KEY PERSONNEL

Liaison with the State shall be through the program liaison, Todd Breiby, who will represent the State's interest in review of quality, quantity, rate of progress, timeliness of services and related considerations as outlined in this Agreement. Liaison with the Grantee will be through Shelly Billingsley, the project director.

The person(s) cited are considered essential to the work performed hereunder. In the event any of the Key Persons leave the Grantee's employment or are reassigned to another program, the Grantee shall notify the Department in writing. Any individual appointed to replace any of the Key Persons shall have prior written approval of the Department. If any such individual is not acceptable, the Department shall issue a modification terminating this Agreement.

ARTICLE 2. APPLICABLE LAW AND FEDERAL REQUIREMENTS

This Agreement shall be governed by the Laws of the State of Wisconsin. Venue shall lie in the County of Dane. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this Program whether under local, state or federal law, without the consent of the State.
2. The Grantee, its agents and employees shall observe all relevant provisions of the Code of Ethics for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority granted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subgrantees, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subgrantee(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowances related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate grant program, then the State funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK AND BUDGET

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget (Attachment A). Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.
2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.
3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be for the period August 1, 2011 through July 31, 2012 (the "Performance Period").

ARTICLE 6. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 7. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If the Grantee is a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest, this Agreement shall be voidable by the State unless appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave, Madison, Wisconsin 53703, telephone: (608) 266-8123.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

ARTICLE 8. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation or national origin. 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 Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the grant is executed, the Grantee shall submit the plan to the State for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the State.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Grant, or the withholding of funds.

ARTICLE 9. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 10. TERMINATION AT WILL

The State may terminate this Agreement at any time at its sole discretion upon thirty (30) days written notice to the Grantee. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State. The Grantee may terminate this Agreement upon thirty (30) days written notice to the State. Upon termination the Grantee shall refund to the State any payment made by the State to the Grantee which exceeds actual costs incurred in carrying out the project as of the date of termination.

ARTICLE 11. TERMINATION FOR NONAPPROPRIATION

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

ARTICLE 12. CANCELLATION FOR CAUSE

The State may cancel this Agreement if, through any cause, the Grantee fails to fulfill its obligations hereunder in a timely and proper manner, or violates any of the provisions of this Agreement. The State shall give the Grantee 30 days written notice of its intent to cancel under this provision. The State may allow the Grantee time to cure any default or violation at its sole discretion. Upon cancellation, the State's liability shall be limited to any undisputed costs incurred in carrying out the project as of the date of cancellation. In the event this Agreement is canceled by the State, the Grantee shall refund to the State any payment made by the State to the Grantee which exceeds actual costs incurred in carrying out the project as of the date of cancellation.

ARTICLE 13. FAILURE TO PERFORM

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Grantee and may be copyrighted in its name. The Department reserves a royalty-free, nonexecutive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.

- b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Wisconsin Coastal Management Program and National Oceanic and Atmospheric Administration (see Attachment B).

ARTICLE 15. ENTIRE AGREEMENT AND AMENDMENT

This Agreement and all Attachments compromise the entire Agreement of both parties. This Agreement may be amended at the discretion of the State, but only by a written agreement signed by both parties.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 17. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the State, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the Grantee has completed, and is in compliance with, all of its requirements.

ARTICLE 18. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 19. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 20. ASSIGNMENT

This Agreement and the obligations, duties and undertakings of the Grantee described herein may not be assigned or delegated by the Grantee without the express written consent of the State, and any attempted assignment or delegation without such consent shall be void.

FISCAL TERMS AND CONDITIONS

ARTICLE 21. AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

ARTICLE 22. VARIANCES

Variations to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Program Liaison in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

ARTICLE 23. LIMITATION ON COSTS

Reimbursement by the Department shall be 50% of the total cost or not to exceed **Twenty-Nine Thousand One Hundred Ninety-Two Dollars (\$29,192.00)**. The Grantee shall provide 50% of the total cost, or **Twenty-Nine Thousand One Hundred Ninety-Two Dollars (\$29,192.00)**. See itemized budget in Attachment A.

ARTICLE 24. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed.

ARTICLE 25. ALLOWABLE COSTS

Except where inconsistent with Federal requirements, State procedures and practices shall apply to funds disbursed by State agencies and local procedures and practices to funds disbursed by units of local government. Federal Office of Management and Budget Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," shall be complied with by the grantee with respect to the treatment of specific items and their cost allowability.

ARTICLE 26. PROGRAM INCOME

Program income means gross income received by the Grantee which is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all grant funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on program income pending its disposition.

All program income shall be retained by the Grantee and shall be added to funds committed to the award and used for the purposes and under the conditions applicable to the use of the award funds.

ARTICLE 27. FINANCIAL MANAGEMENT

The Grantee shall maintain a financial management and accounting system to assure that funds are spent in accordance with this Agreement and are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 28. METHOD OF PAYMENT

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Coastal Management Grants Specialist
Department of Administration
Division of Intergovernmental Relations
101 East Wilson Street, 9th Floor
PO Box 8944
Madison, WI 53708-8944

- a) The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.
- b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

ARTICLE 29. COST UNDERRUNS

The Grantee must notify the Department in writing of any expected cost underruns or request for extension for completion of the project by **March 31, 2012**.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 30. SINGLE AUDIT REQUIREMENT

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Federal Funded Awards:

Governmental Grantees, or their assignees, that expend \$300,000 or more in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984, as amended in 1996 (P.L. 98-502, P.L. 104-156), OMB Circular A-133, and the State Single Audit Guidelines issued by the Department. Audit reports shall be due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

Non-profit Grantees, or their assignees, that expend \$300,000 or more in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984, as amended in 1996 (P.L. 98-502, P.L. 104-156), OMB Circular A-133 and the State Single Audit Guidelines issued by the Department. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from State Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

For-profit Grantees, or their assignees, that expend \$300,000 or more in a single year from awards which funding originated from Federal Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from Federal Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

One (1) copy of the Audit along with the Management Letter shall be submitted to the address listed below. Responses and corrective action to be taken by management must be included for any findings or comments issued by the auditor.

If the combined total expended from all funding originating from Federal Government sources is less than \$300,000 in a single year, the Grantee, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

State Funded Awards:

NOTE: If an audit is required under OMB Circular A-133 as described above, then this section does not apply as State Funded Awards will already be included in that audit.

Governmental, Non-profit and For-Profit Grantees, or their assignees, that expend \$100,000 or more in a single year from awards which funding originated from State Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from State Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

One (1) copy of the Audit along with the Management Letter shall be submitted to the address listed below. Responses and corrective action to be taken by management must be included for any findings or comments issued by the auditor.

If the combined total expended from all funding originating from State Government sources is less than \$100,000 in a single year, the Grantee, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

Submit To:

Send one copy of the Audit and Management Letter or the letter confirming that the audit requirements are not applicable to:

Chief Accountant
Wisconsin Department of Administration
Division of Administrative Services
101 East Wilson Street, P.O. Box 7869
Madison, Wisconsin 53707-7869.

ARTICLE 31. EXAMINATION OF RECORDS

The State shall have access at any time and the right to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State. The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting

documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee must maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 32. PERFORMANCE REPORTS

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized. Reporting dates are as follows: **September 30, December 31, March 31, June 30.**
2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.
3. Program Summary - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.
4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products to the program liaison.

ARTICLE 33. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 34. COMPETITIVE PROCUREMENT PRACTICES

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence

ARTICLE 35. REASONABLE COSTS

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 36. AUDITS

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 37. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

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**Attachment A
Grant Agreement # AD119502-012.06**

1. Type of Project (check one): <input type="checkbox"/> Coastal Wetland Protection and Habitat Restoration <input checked="" type="checkbox"/> Nonpoint Source Pollution Control <input type="checkbox"/> Coastal Resources and Community Planning <input type="checkbox"/> Great Lakes Education <input type="checkbox"/> Public Access and Historic Preservation	
2. Project Title: Monitoring of non point source pollutants in the Pike River Watershed and along Lake Michigan's coast line in the City of Kenosha	
3. Organization applying: City of Kenosha, Stormwater Utility	5. Primary County where project is located: Kenosha
4. Contact Person and Address: Shelly Billingsley, Assistant City Engineer <hr/> 625 52 nd Street <hr/> Kenosha, WI 53140 <hr/> Phone: (262) 653-4149 Fax: (262) 653-4056 Email: sbillingsley@kenosha.org	6. Other Counties where project is located: Racine <hr/> 7. Congressional District #: 1 st <hr/> 8. State Senate District #: 22 nd <hr/> 9. State Assembly District #: 64 th
10. Total Project Cost: \$58,384	
11. WCMP Share: \$29,192	13. WCMP Percent: 50%
12. Applicant Share: \$29,192	14. Applicant Percent: 50%
15. Brief Summary of the Project (300 word maximum, use this page only). Include (1) Project Description and (2) Project Outcomes: <p>Lake Michigan's coastline in the City of Kenosha is frequently impacted by non-point sources of pollution; currently, all five public bathing beaches in Kenosha are listed as impaired waters due to excess risk of pathogen exposure. Monitoring of the mouth of the Pike River and the shoreline of Kenosha in 2010 revealed that the Pike River is a source of bacterial contamination at two beaches, Alford and Pennoyer Parks. Insufficient upstream monitoring data currently exists to ascribe where pollutants are entering the Pike River. This project seeks to monitor upstream areas of the Pike River to identify areas that are contributing to poor water quality. Additionally, there are over 55 stormwater outfalls that are conveyed through the Pike River or drain directly into Lake Michigan that could negatively impact water quality. In order to propagate effective (and cost effective) mitigation measures it is necessary to identify where and under what conditions water quality impairments are entering into Lake Michigan.</p> <p>This project seeks to:</p> <ul style="list-style-type: none"> • Monitor 29 open water sites on the Pike River during periods of base and high volume flow to determine turbidity, pH, conductivity, dissolved oxygen, total phosphorous and <i>E. coli</i>. • Monitor stormwater outfalls seasonally during dry and wet weather flow for <i>E. coli</i>, turbidity, pH, conductivity, detergent, phenol, copper and chlorine. • Monitor outfalls in proximity to beaches and areas sensitive to bacterial contamination on a weekly basis for <i>E. coli</i> during the swimming season. • Conduct microbial source tracking methods for human sources as necessary. <p>This project will provide a baseline assessment of the water quality of the Pike River watershed as well as examine multiple pollution sources along Lake Michigan in the City of Kenosha. This will provide the basis for future studies and remediation work in the Pike River watershed and the City of Kenosha.</p>	

Attachment A

Grant Agreement # AD119502-012.06

1. Problem: Concisely state the problem or issue that this proposal addresses. Include important background information.

The Pike River watershed drains an area of 145 square kilometers in Eastern Kenosha and Racine Counties. Of this, 135 square kilometers drain directly to the Pike River while the remaining 10 square kilometers drains directly to Lake Michigan (SEWRPC, 1983). Prior to development, it is estimated that the watershed contained over 19.5 square kilometers of wetlands; today only 1.4 square kilometers of wetlands remain, a 93% loss (WDNR, 2010). The majority of wetlands have been cleared for agricultural and development purposes. Wetlands, among other functions, help to filter water of impurities and mitigate peak stormwater flow by providing an area for water to percolate into the ground. In addition to wetland loss, the channels of the Pike River have been straightened to better facilitate the removal of water from fields. The destruction of wetlands and straightening of stream channels have led to more "flashy" flow conditions; discharge amounts can change rapidly from several to hundreds of cubic feet per second. The increase of peak discharge has amplified erosion of the river banks as there is little buffer to mitigate water entering into the river. In some areas, river banks are up to seven meters in height due to erosion (Ehlinger and Hoverman, 2005). The North Branch of the Pike River is listed as impaired water for fish and aquatic wildlife due to excess sediments in the water; this is catalyzed by erosion during peak flow. Of eight sites that biotic integrity scores were determined for fish on both the North and South Branch of the Pike River in 2008, one site scored very poor, four sites scored poor and three sites scored fair (Ehlinger et al, 2008).

Both Pennoyer and Alford Park, located where the Pike River discharges into Lake Michigan, are considered impaired waters for excessive risk of pathogen exposure; the Pike River is a major source of bacteria at these beaches. Recent monitoring (Summer 2010) of the mouth of the Pike River as part of a Great Lakes Restoration Initiative (GLRI) grant has observed *E. coli* concentrations, a fecal indicator bacteria (FIB), in the river's discharge ranging from less than 10 to over 70,000 MPN/100ml; 70,000 MPN *E. coli* is 70 times higher than the concentration required to trigger a beach closure and nearly 300 times greater than the concentration required to trigger a beach advisory. The concentration of *E. coli* and the volume of discharge from the Pike River is positively correlated when the data is log normalized ($R^2 = 0.71$, $n=42$). When the flow of the Pike River increases, more effluent is produced with greater concentrations of FIB. This suggests that non-point source pollutants are largely responsible for increases in bacteria concentration. Water samples were collected upstream on July 23rd, 2010 following a 7.3 cm rain event. Samples collected from both the North and South Branch exceeded 10,000 MPN *E. coli*; this reveals that upstream sources are present. A water sample collected at the point of discharge exceeded 70,000 MPN/100ml, while a water sample collected 1.7 km upstream tested near 18,000 MPN/100ml *E. coli*, significantly less. It is not clear if the sample collected at the location of discharge is an artifact and not truly representative of discharge concentrations or if a large increase in of *E. coli* concentrations occurred in final 1.7 km of the river. Sixty-nine percent of samples in exceedance of water quality standards for bacteria at Alford Park in 2010 occur when the discharge of *E. coli* (Discharge rate * Discharge Concentration) from the Pike River is greater than the median amount, approximately one million MPN *E. coli* per second, and the long shore current of Lake Michigan is directed towards Alford Park even though this represents only 27% of samples collected. This same effect also occurs at Pennoyer Park with 42% of exceedances occurring when these conditions are met even though this represents only 21% of samples collected. The degradation of the Pike River watershed is not contained within the watershed, but it is also negatively impacting the coast line in the City of Kenosha.

Additionally, the Pike River may be an important unrecognized source of phosphorous loading having both direct (the introduction of fecal indicator bacteria) and indirect impacts (introduction of nutrients which increases algal growth) on Lake Michigan water quality. The growth of algae in the nearshore environment is detrimental to water quality; algal species such as *Cladophora* can serve as an important reservoir for fecal indicator bacteria and pathogens (Whitman et al, 2003; Byappanahalli et al, 2009). In recent years, the clarity of water in Lake Michigan has been enhanced, largely due to the introduction of quagga (*Dreissena bugensis*) and zebra (*Dreissena polymorpha*) mussels into the Great Lake's basin. This has led to an increased euphotic zone where photosynthesis promotes green plant growth. It is also hypothesized that these mussels transfer phosphorous and other nutrients into the benthic zone, via feeding and excretion processes, providing a concentrated nutrient source for species such as *Cladophora*. There are multiple factors controlling the growth of algae; however, phosphorus is and still remains the growth limiting nutrient in the Great Lakes and should remain the focus management efforts to reduce algal growth (Auer et al, 2010). The coast line of Kenosha suffers from large amounts of *Cladophora* washing up onto area beaches; it is unclear how much phosphorous loading can be attributed to the Pike River.

While water quality within the Pike River watershed is impaired, is not known what the sources of the impairments are or what areas are susceptible to non-point source pollution entering into the Pike River. Currently, little monitoring of the Pike River occurs, but results of this monitoring indicate water quality is degraded particularly during high flow events. Three locations on the Pike River are monitored once per month during the summer as of a part of a voluntary programs through the Wisconsin Department of Natural Resources. Although this data is valuable, it lacks spatial resolution and the monitoring of other important indicators that may have impacts on coastal health such as FIB. Additional monitoring is needed that includes greater spatial and temporal resolution in order to identify areas that are impaired by bacteria, excess nutrients and identify land use, stream bank conditions, physical and chemical properties that are associated with water quality impairments. Once these areas are identified it will be possible to craft effective mitigation measures to improve the health of this watershed and the nearshore water quality of Lake Michigan in Kenosha County.

In addition to tributary contributions, stormwater discharge can also be detrimental to water quality. Stormwater outfalls discharge excess water from impervious areas (streets, buildings, lawns and parking lots). When water flows over these areas, it picks up waste that is left

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behind. This water can contain high concentrations of pollutants. Limited sampling of two stormwater outfalls by the City of Kenosha has revealed discharge concentrations of *E. coli* in excess of 1000MPN/100ml 80 % of the time following wet weather events (2010, n=10). These outfalls have been observed to discharge during dry weather and, therefore, can be consistent sources of fecal loading to the near shore waters of Lake Michigan. In addition to these two outfalls, there are over 55 other outfalls that drain into Lake Michigan, either directly or conveyed through the Pike River. Since they have not been monitored to date, it is not clear what impact these outfalls are having on nearshore water quality.

Auer, M. T., Tomlinson, L. M., Higgins, S. N., Malkin, S. Y., Howell, E. T., & Bootsma, H. A. (2010). Great Lakes Cladophora in the 21st century: same algae- different ecosystem. *Journal of Great Lakes Research* 36 (2) , 248-255.

Byappanahalli, M. N., Sawdey, R., Ishii, S., Shively, D. A., Ferguson, J. A., Whitman, R. L., et al. (2009). Seasonal stability of Cladophora-associated Salmonella in Lake Michigan watersheds. *Water Research* 43 (3) , 806-814.

Ehlinger, T. J., & Hoverman, K. L. (2005). *Using Simulation Models For Predicting The Quality And Quantity Of Fish Habitat In Relationship To Flow Variation In Urban Streams*. Retrieved from Pike River Restoration:
https://pantherfile.uwm.edu/ehlinger/www/epa_star/Hoverman_Ehlinger.pdf

Ehlinger, T. J., Ortenblad, A. L., & Schmitz, M. H. (2008). *Monitoring of Stream Habitat & Aquatic Biotic Integrity Pike River North and South Branches Pike River North and South Branches*. Retrieved from Pike River Restoration:
https://pantherfile.uwm.edu/ehlinger/www/data/pike_report_2008.pdf

Southeastern Wisconsin Regional Planning Commission (SEWRPC). (1983). *A Comprehensive Plan For The Pike River Watershed: Planning Report No. 35*. Waukesha, Wisconsin.

Whitman, R. L., Shively, D. A., Pawlik, H., Nevers, M. B., & Byappanahalli, M. N. (2003). Occurrence of *Escherichia coli* and Enterococci in Cladophora (Chlorophyta) in Nearshore Water and Beach Sand of Lake Michigan. *Appl Environ Microbiol.* 69 (8) , 4714-4719.

Wisconsin Department of Natural Resources (WDNR). (2010). *Wisconsin Watersheds*. Retrieved from Pike River Watershed:
http://dnr.wi.gov/water/basin/rootpike/wtplans/SE02/SE02_WTPLAN.pdf

2. Project Description: Address all of the issues listed below as they relate to your project.

- a. Describe the project for which funding is requested.
- b. Describe how this project is part of an integrated effort or approach.

a. Changes in land use inside the Pike River watershed are negatively impacting the water quality of the Pike River. This is leading to beach advisories near the area it discharges into Lake Michigan. Understanding where and under what conditions FIB and other pollutants (sediments, salts etc.) enter the river will better facilitate mitigation measures targeted at improving riparian and coastal health. In addition to understanding the Pike River as a conveyance system, further information needs to be collected to understand the stress that is placed on aquatic ecosystems. The collection of *E. coli* concentrations, dissolved oxygen, turbidity, conductivity, pH and phosphorus concentrations (soluble reactive phosphorous and total phosphorus) at preselected open water sites and the collection of detergent, chlorine, phenol and copper concentrations from outfall sites discharging to the river and Lake Michigan's should facilitate the identification of potential stressors of aquatic organisms and identify impaired segments of the river (Pitt, 2001). In addition to identifying impaired land segments, this data will also provide a base line assessment to gauge the effectiveness of best management practices once instituted. Our strategy for conducting monitoring of open water sites and stormwater outfalls is as follows:

- Collect water samples once weekly from July – August 2011 and May – June 2012 to establish a baseline and during 4 dry and 8 wet weather events thereafter (> 0.635 cm of rainfall within 24 hours or > than 80th percentile of discharge amount), weather permitting, from 29 pre-determined open water sites. Water samples will be enumerated for *E. coli* concentrations at the City of Racine's Health Department. Sampling points are located on the South Branch (8 sites), North Branch (11 sites) and the main branch (11 sites) of the river. Sites will be chosen to provide excellent spatial distribution as to identify areas that are most detrimental to water quality.
- Time and temperature sensitive indicators will be determined in situ when possible, or measured immediately after sample collection in the field such as dissolved oxygen (both concentration and saturation percentage), conductivity, pH and turbidity. All chemical analyses will take place at the Racine Health Department laboratory. Samples will be analyzed at three representative sites for phosphorous twice quarterly [spring, summer, and fall, and weather permitting winter], once when conditions are representative of base flow and once during high flow (either spring melt or rain events) events. Sample sites include one on the North Branch, one on the South Branch and one on the Main Branch. Phosphorous samples will be processed by the Racine Health Department laboratory and analyzed by the WI State Laboratory of Hygiene.

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- Collect water samples from outfalls twice quarterly (once during dry weather flow and once following wet weather conditions) during the summer, spring and fall at all outfalls locations discharging directly into either Lake Michigan (29 locations) or the Pike River (27 locations); winter samples may be collected, weather permitting. Samples will be analyzed to determine *E. coli*, phenol, copper, detergent and total chlorine concentrations in addition to turbidity, pH and conductivity.
- Outfalls located in close proximity to beaches (10 locations) or near areas sensitive to bacteria contamination will be sampled weekly throughout the swimming season and following rain events occurring during the normal work week to determine *E. coli* density in order to identify those outfalls in need of more extensive assessment, including source tracking.

Pitt, R. 2001. Source tracking of inappropriate discharges to storm drainage systems. NWRI National Urban Watershed Conference, Costa Mesa, California, October 17-19, 2001.

b. This project would build on current collaboration between the City of Racine and the City of Kenosha. The City of Racine currently provides technical assistance, water sample collection and laboratory services to the City of Kenosha as Part of a GLRI grant examining coastal health. Furthermore, as a watershed stretches over numerous communities so must collaboration to improve the health of a watershed. Water samples will be collected in several municipalities including: the City of Kenosha, the Town of Somers, the Village of Sturtevant and the Town of Mount Pleasant. The information collected will be provided to all municipalities and interested parties inside the watershed in order to better coordinate water quality improvements.

3. Impact on Coastal Resources: Address all of the issues listed below as they relate to your project.

- a. Describe the extent to which the problem, need or priority will be addressed by the project.
- b. Describe how this project addresses a high priority need as identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Management Plans, State Hazard Mitigation Plan, and county Land and Water Conservation Plans), the priorities of the Council of Great Lakes Governors, or the Great Lakes Regional Collaboration Strategy (www.glrc.us/).
- c. Describe the extent to which the project permanently addresses the problem or need.
- d. Describe the extent to which the project leverages other technical or financial resources.
- e. Describe the measurable results (give estimated benefits for all that apply). Use the suggested indicators listed below, or others that are appropriate to your project.

Type of Project	Suggested Indicators
Wetland Protection and Habitat Restoration	<ul style="list-style-type: none"> • Acres of habitat restored or protected • Endangered species protected • Type of habitat or ecosystem protected or restored
Nonpoint Source Pollution Control	<ul style="list-style-type: none"> • Reduction in pounds of P delivery • Reduction in tons of soil erosion/sedimentation • Miles of vegetative buffer
Great Lakes Education	<ul style="list-style-type: none"> • Number of people trained • Protected audience
Coastal Resources and Community Planning	<ul style="list-style-type: none"> • Number of municipalities included in a plan • Population affected by the plan • Land area covered by the plan • Type of coastal resource protected • Ordinances developed
Public Access and Historic Preservation	<ul style="list-style-type: none"> • Linear feet of coastline made accessible or acquired • Population affected • Acres Acquired

a. Mitigating environmental issues must be based on sound science, i.e. a robust dataset to establish baseline conditions and the proper identification of sources of contamination. The Pike River has been identified as a source of contamination at two public bathing beaches. It is not clear where impairments are entering into the Pike River. Concentrations of bacteria at the mouth of the River are greatest during high flow events; this suggests that non-point source pollution is responsible for greater bacteria concentrations and that these sources are present following rain events and during peak flow conditions. In order to identify areas that are susceptible to non point source pollution, monitoring must be conducted to delineate areas, branches and feeder streams that are most detrimental to overall water quality. Once these areas are identified, further study can be conducted to determine the extent of contamination or mitigation plans can be instituted if enough information is available on the source of contamination.

Attachment A
Grant Agreement # AD119502-012.06

b. This project will address the following high priority needs as identified in regional and state-recognized plans:

- Promote programs to protect human health against adverse effects of pollution in the Great Lakes ecosystem, control pollution from diffuse sources into water, enhance sharing of information collected within the region and the use of practices that protect environmental resources and may enhance the recreational value of the Great Lakes (Council of Great Lakes Governors).
- Identify indirect pollution sources capable of adversely impacting Great Lakes coastal health (GLRC, Coastal Health Chapter). Conduct water quality monitoring to be able to assist managers at effectively implementing programs, prioritizing and setting appropriate goals, track effectiveness of programs and to reliably report on water quality changes (GLRC, Non-point Source Pollution Chapter).
- Conduct baseline survey of all streams and tributaries of the Pike River (WDNR, Pike River Watershed).

c. When mitigation measures are based on sound science and are incorporated into best management practices, permanent reductions of non-point pollutants will occur.

d. Currently, the coast line of Kenosha is monitored through a GLRI grant. By combing data generated from this project, and data collected through the GLRI, it will be possible to not only track sources of pollutants as they enter into the Pike River, but also determine the impact the river has on coastal health. This project will leverage laboratory services from the City of Racine's Health Department and technical assistance from Dr. Julie Kinzelman, a research scientist who specializes in beach pollution source identification and has prior experience working with tributaries. The USGS operates a stream gauging station on the Pike River (04087257) which will facilitate the monitoring of river discharge and will be leveraged during the course of this study. This project will be complimentary to a currently funded City of Kenosha public works project targeted at assessing major outfalls within their municipality. Where non-point sources of pollution are identified that could be mitigated in full or in part by actions on the part of the general public, the principal investigators will work with the Root-Pike Watershed Network to provide public education regarding the benefits of rain gardens.

e. This project will assess the health of the Pike River at variety of sites in order to identify areas of concern and determine the impact of wet weather flow on water quality. This study will help water quality managers and other authorities to gauge areas of concern and follow up with mitigation efforts or further study. The Pike River is a tributary to Lake Michigan and can have negative impacts on Great Lake water quality. It is not possible to determine the amount reduction of any water quality indicator prior to conducting this study but recommendations regarding engineered and soft path mitigation measures will be made at the end of the project.

4. Methodology and Timetable

- a. Provide a list and description of project tasks, including a timeline and major milestones.
- b. Provide a list of work products or deliverables.
- c. Describe how the project will encourage public participation and how the final product will be distributed (as appropriate).
- d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

a. July – November 2011

- Train student intern
- Coordinate sample collection with the GLRI project examining coastal health in the City of Kenosha in order to obtain the most benefit and knowledge from samples collected
- Make initial site assessments
- Collect and analyze Q1 and Q2 water samples from open water sites and outfalls (weather permitting)
- Collect, process, and forward summer and fall phosphorous samples to the WI State Laboratory of Hygiene

December 2011 – February 2012

- Perform preliminary data analysis

March 2012-June 2012

- Collect and analyze Q3 and Q4 water samples from open water sites and outfalls (weather permitting)
- Collect, process, and forward winter and spring phosphorous samples to the WI State Laboratory of Hygiene
- Perform final analysis of data
- Make final recommendations of mitigation approaches and areas that need further research based upon findings

b. A final report detailing methods used, results and recommendations will be submitted to the Wisconsin Coastal Management Program. An environmental monitoring data base will also be developed for this project. Any significant research findings will be published in a peer reviewed journal.

Attachment A Grant Agreement # AD119502-012.06

c. Results of this study will be distributed to all municipalities inside the Pike River Watershed as well as other organizations concerned about river and coastal health (Root Pike WIN, River Alliance of Wisconsin). In addition, a report will also be placed onto the City of Kenosha's website as to stimulate interest amongst citizens and other interested parties.

d. N/A

5. Project Budget

- a. Provide a breakdown of the proposed project budget using the following required table. WCMP Grant projects totaling \$60,000 or less require a 50% match. Projects larger than \$60,000 require a 60% match. The budget must show proposed costs in the categories listed in the first table.

Activity	WCMP Request	Match	Total
Personnel	\$0	\$2,000	\$2,000
Fringe Benefits	\$0	\$1,000	\$1,000
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Supplies (sample analysis)	\$0	\$2,500	\$2,500
Contractual	\$29,192	\$10,046	\$39,238
Construction	\$0	\$0	\$0
Other-3 rd Party Match- City of Racine	\$0	\$13,846	\$13,846
Indirect Charges	\$0	\$0	\$0
Totals	\$29,192	\$29,192	\$58,384

- b. Applicants for Public Access and Historic Preservation projects must provide further details using additional categories/sub-categories in the second table or in another format, if necessary. ~~NOT APPLICABLE TO THIS PROJECT~~

Activity	WCMP Request	Match	Total
	\$	\$	\$
Totals			

6. Budget Description

- a. Describe, in detail, the commitment of nonfederal matching funds.
b. Describe the composition and source of the matching funds.

a. Project partners will commit a total of \$29,192 in nonfederal matching funds comprised of associated work project costs, in-kind and salary matches (itemized in 6b). The 3rd Party Contractor will provide a match of \$13,846 as described in line 6b.

b. The City of Kenosha matching funds are derived from staff support (\$3000, salary + fringe), consultant/analytical fees associated with complimentary dry weather screening of 15 additional outfalls (\$7000), and \$5,546 of Stormwater Utility operational funding in support of the proposed project.

The 3rd party contractor, the City of Racine Health Department, is providing a \$13,846 in kind match based upon the retail value of equipment used in sample collection, processing and analysis. This includes the use of their dissolved oxygen meter (YSI 550A), turbidity meter (HF Instruments DRT-100b), pH meter (Corning 430), conductivity meter (Oakton 400 series), UV fluorescence analysis cabinet (Spectroline cc-80), IDEXX Quanti-tray sealer (model 2X), sampling equipment (cooler, ice packs, thermometer, waders, sampling pole/line etc.) and incubator. None of these pieces of equipment were purchased with federal dollars.

7. Bonus objectives. Address all of the issues listed below as they relate to your project.

Attachment A
Grant Agreement # AD119502-012.06

- a. Build partnership alliances with other organizations or agencies
Develop exceptional marketing, outreach or education strategies
Encourage coast-wide projects or solutions.

a. This project will forge multiple new alliances and partnerships as the monitoring of open water sites will be inclusive of multiple municipalities. Not only will this promote alliances between the City of Kenosha, the Town of Somers, the Village of Sturtevant and the Town of Mount Pleasant, but it will promote an alliance between the City of Racine's Health Department (provider of technical services) and these municipalities. This project will also build and maintain connections between the City of Kenosha and local/regional environmental advocacy groups (i.e. Root Pike WIN and River Alliance of Wisconsin).

b. The end result of this project will be a baseline assessment of the water quality of the Pike River during base and high volume flow conditions. This project could serve as a blueprint to other communities that are experiencing coastal water quality problems associated with tributaries. The City of Kenosha will be willing to share their experiences with other communities and interested parties in order to promote new ideas, propagate environmental assessment and stewardship by posting a final report on its website. By posting this information publically, this will be another potential resource for other communities to view when considering strategies to assess their own environmental challenges.

c. Mitigation strategies should not be based upon trial and error; they should be based upon sound science. This project is an initial site assessment to determine what areas of the Pike River are negatively impacting river and coastal health. This project will provide one of the most extensive data sets on both pollution sources and fate in the near shore coastal environment when conducted jointly with GLRI projects on Kenosha's Coast Line. The result of this project will stimulate discussion, data exchange and increase our understanding of the river and coastal environments.

ATTACHMENT B

**ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL
MANAGEMENT PROGRAM**

1. For audio productions:

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

2. For video productions:

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words "Wisconsin Coastal Management Program"
National Oceanic and Atmospheric Administration gull logo with the words "National Oceanic and Atmospheric Administration"

3. For printed documents and work products, including web-based publications:

Wisconsin Coastal Management Program Logo:



National Oceanic and Atmospheric Administration Logo:



Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act, Grant # NA11NOS4190097.

ATTACHMENT E

**GEOSPATIAL DATA GUIDELINES FOR WISCONSIN DEPARTMENT OF ADMINISTRATION
COASTAL MANAGEMENT AND COMPREHENSIVE PLANNING GRANTS**

Geospatial Data Guidelines

Introduction

Under Executive Order No. 12906, all federal agencies and organizations receiving federal funds must document their geospatial data using the Federal Geographic Data Committee's Content Standard for Digital Geospatial Metadata.

See <http://www.fgdc.gov/metadata/metadata.html> for more information.

Grant recipients must submit their geospatial data with their final grant report to the Wisconsin Department of Administration.

1. Metadata will be available explaining the data content and characteristics.

- ✓ Metadata is "data about data" and describes the content, quality and condition of the data sets.
- ✓ Metadata should be provided at the time of data transmittal, preferably in a form consistent with the Federal Geographic Data Committee's "Content Standards for Digital Geospatial Metadata."
- ✓ A variety of tools exist to help you develop metadata.
 - ✓ For an overview of metadata see the Federal Geographic Data Committee's home page at <http://fgdc.gov>.
 - ✓ For a discussion of metadata in plain language see: <http://geology.usgs.gov/tools/metadata/tools/doc/ctc/>

Geospatial Metadata will identify the following:

Identification Information

Data set title, area covered, keywords, purpose, abstract, access and use restrictions included here.

Data Quality Information

Data quality includes horizontal and vertical positional accuracy, attribute accuracy and data set completeness of the data.

Spatial Data Organization Information

Raster, vector or indirect link to location included here.

Spatial Reference Information

Spatial information should include latitude/longitude, coordinate system or map projection. Data should be provided in a standard location referencing system.

Entity and Attribute Information

A table, data dictionary, or comparable document should explain attribute codes contained in the data or cites a reference for attribute definitions.

Distribution Information

Distributor, file format of data, off-line media types, on-line link to data, fees included here.

Metadata Reference

Include who created the metadata and when it was created.

2. Data Sharing Guidelines

Geo-referencing system

The preferred geo-referencing system is the Wisconsin Transverse Mercator based on the 1991 adjustment to the North American Datum of 1983.

For more information on geo-referencing systems please consult:

<http://www.dnr.state.wi.us/maps/gis/wtm8391.html>

Means of transmittal

Media:

CD-ROM (preferred for large data sets, e.g., of approximately 10 megabytes or more in size)

Format

The preferred format is one that is fully compatible with ArcInfo[®] and ArcView[®]

For grantees of the Wisconsin Coastal Management Program that need assistance in converting data into this format please contact:

David A. Hart
Coastal GIS Specialist
University of Wisconsin Sea Grant Institute
Room 201, Goodnight Hall
1975 Willow Drive
Madison, WI 53706-1177
phone: (608) 262-6515
fax: (608) 262-0591
email: dhart@aqu.wisc.edu
website: <http://www.lic.wisc.edu/users/dhart/dhart.htm>

C-2



Engineering Division
Shelly Billingsley, 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

DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, Director

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

February 23, 2012

To: G. John Ruffolo, Chairman,
Public Works Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Director of Engineering/City Engineer

Subject: Acceptance of Project 10-1130 Vehicle Wash Installation System Truck Wash

Location: 3735 65th Street

Please be advised that the above referenced project has been satisfactorily completed by InterClean Equipment, Ypsilanti, Michigan. This project consisted of upgrading to a fully automated truck wash.

It is recommended that the project be accepted in the final amount of \$251,016.70. Original contract amount was \$196,031.70 plus \$54,235.00 for Alternate 2 for air blowers plus \$24,733.30 for contingency for a total contract amount of \$275,000.00. Funding was from CIP Line Items OT-08-001 and SW-09-001.

SAB/kjb

START DATE FOR SUMMARY: 1/01/12 END DATE FOR SUMMARY: 1/31/12

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111657	1/06	SHOPKO DEPT. STORE	501-09-50105-385-000	12/11-SW MERCHANDISE	19.96
111660	1/06	WIS DEPT OF ADMINISTRATION	501-09-50101-322-000	2012 HWYS/STRUCTURE	137.20
111674	1/06	MANDLIK & RHODES INFORMATION	501-00-21114-000-000	12/11 COUPON REDMPTN	173.41
111676	1/06	JAMES IMAGING SYSTEMS, INC.	501-09-50101-232-000	11/11 PW-COPY OVERS	122.66
			501-00-21114-000-000	12/11 PW-COPIER MNT	66.21
			501-00-21114-000-000	12/11 ST-COPIER SRVC	15.25
				..... TOTAL	204.12
111683	1/06	WASTE MANAGEMENT OF WI	501-00-21114-000-000	12/11 523.14 TONS	11,509.08
			501-00-21114-000-000	12/11 WDNR TONNAGE	6,800.82
			501-09-50104-253-000	12/11 FUEL SURCHG	840.69
			501-00-21114-000-000	12/11 ENVIRO SURCHG	138.00
				..... TOTAL	19,288.59
111692	1/06	UW-STEVENS POINT	501-09-50103-264-000	B ZUNKER-SURVEYOR	240.00
111696	1/06	MENARDS (KENOSHA)	501-09-50105-357-000	12/11 ST MERCHANDISE	37.56
111805	1/11	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000	12/11 SW TOOLS AND S	247.04
			501-09-50105-385-000	12/11 SW TOOLS AND	99.00
				..... TOTAL	346.04
111808	1/11	CONCRETE SPECIALTIES CO.	501-00-21114-000-000	RISER	150.00
111834	1/11	MENARDS (KENOSHA)	501-09-50105-357-000	12/11-SW MERCHANDISE	31.98
111904	1/11	PAGELS, CHRIS	501-09-50103-261-000	11/28-30 STEVENS PT	238.65
			501-09-50103-263-000	11/28-30 STEVENS PT	26.35
				..... TOTAL	265.00
111913	1/13	HWY C SERVICE	501-09-50106-344-000	CHAINSaws	2,276.32
111922	1/13	WIS ARBORIST ASSOCIATION	501-09-50106-264-000	1/29-1/31/12 CONF	370.00
111947	1/13	MANDLIK & RHODES INFORMATION	501-00-21114-000-000	12/11 COUPON REDMPTN	313.32
			501-00-21114-000-000	12/11 COUPON REDMPTN	171.77
				..... TOTAL	485.09

START DATE FOR SUMMARY: 1/01/12 END DATE FOR SUMMARY: 1/31/12

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111960	1/13	KIEFT BROTHERS INC.	501-00-21114-000-000	12/11-STORM SEWER	2,988.00
111972	1/13	MENARDS (KENOSHA)	501-09-50105-359-000	12/11 SW MERCHANDISE	65.21
			501-09-50105-389-000	12/11 SW MERCHANDISE	33.81
			501-09-50105-246-000	12/11 ST MERCHANDISE	24.23
			501-09-50105-385-000	12/11 ST MERCHANDISE	12.62
				..... TOTAL	135.87
111973	1/13	SHERWIN INDUSTRIES	501-09-50105-355-000	12/11 COLD PATCH PRO	4,228.12
112040	1/18	ACE HARDWARE	501-09-50105-355-000	12/11 SW-MERCHANDISE	32.94
112044	1/18	MINNESOTA LIFE INSURANCE	501-09-50101-156-000	02/12 PREMIUM	22.39
			501-09-50103-156-000	02/12 PREMIUM	4.45
				..... TOTAL	26.84
112048	1/18	CRETEX MATERIALS INC	501-09-50105-354-000	12/11 CONCRETE SAND	611.61
112052	1/18	TDS METROCOM	501-09-50101-227-000	01/12 MAIN LINES	134.15
			501-09-50101-225-000	01/12 MAIN LINES	6.46
				..... TOTAL	140.61
112296	1/20	COMSYS, INCORPORATED	501-09-50101-215-000	1/8-2/7/12 SERVICES	9,329.31
112322	1/20	VERMEER SALES & SERVICE	501-00-21114-000-000	INFEED CHAIN ASSY	23,636.83
112332	1/20	HILLSIDE TRUE VALUE	501-09-50105-235-000	12/11 SW-MISC SUPPL	64.00
			501-09-50104-344-000	12/11 PW-MISC SUPPL	13.16
				..... TOTAL	77.16
112349	1/20	QUALITY MUDJACKING SERVICE	501-00-21114-000-000	MUDJACKING	10,000.00
112662	1/25	BUKACEK CONSTRUCTION, LLC	501-00-21128-000-000	ESCROW 4810 70 AV	5,000.00
112670	1/25	VULCAN MATERIALS COMPANY	501-09-50105-354-000	AGGREGATE MATERIALS	2,386.39
112674	1/25	CAMOSY CONSTRUCTION CO., INC	501-00-21128-000-000	ESCROW 2817 14 AV	5,000.00
112678	1/25	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000	12/11-SW TOOLS/SUPPL	18.80

START DATE FOR SUMMARY: 1/01/12 END DATE FOR SUMMARY: 1/31/12

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
112682	1/25	GUDLESKE TOOLS, INC.	501-00-21114-000-000	BEVELERS	1,090.00
112686	1/25	JAMES IMAGING SYSTEMS, INC.	501-09-50101-232-000	12/11 PW-OVERAGES	71.35
112695	1/25	KUEMMERLING, INC., KARL	501-00-21114-000-000	CHAINSAW SCABBARD	226.46
113186	1/27	BUMPER TO BUMPER	501-09-50105-385-000	12/11 SW PARTS, MATE	343.56
			501-09-50104-344-000	12/11 SW PARTS, MATE	7.16
				..... TOTAL	350.72
113224	1/27	NAPA AUTO PARTS CO.	501-09-50104-344-000	12/11-SW PARTS/FILTE	129.00
113256	1/27	ROCKFORD IND. WELDING	501-09-50105-361-000	01/12 ST SUPPLIES/RE	32.60
113278	1/27	CITIES & VILLAGES MUTUAL	501-09-50101-273-000	2012 GEN LIAB INS	13,622.00
113279	1/27	CITIES & VILLAGES MUTUAL	501-09-50101-277-000	2012 BOILER INS	18.89
113280	1/27	CITIES & VILLAGES MUTUAL	501-09-50103-276-000	2012 AUTO PHYS INS	1,980.20
113428	1/31	KEN-CRETE PRODUCTS CO., INC.	501-09-50105-355-000	12/11 CONCRETE/MTRL	4,087.23
113447	1/31	SUN POINTE VILLAGE VENTURES	501-09-50101-433-000	SWU #32542 OVERPAY	128.50
113460	1/31	JAMES IMAGING SYSTEMS, INC.	501-00-21114-000-000	12/11 ST-OVERAGES	4.90
GRAND TOTAL FOR PERIOD *****					109,379.60



STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

DIRECTOR OF ENGINEERING/CITY ENGINEER
SHELLY BILLINGSLEY, P.E.

SOIL EROSION SPECIALIST
CHRIS PAGELS

C-4

DEPARTMENT OF STORMWATER UTILITY
MICHAEL M. LEMENS, P.E., DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056

February 23, 2012

To: Anthony Nudo, Chairman
Stormwater Utility Committee

Michael Orth, Chairman
Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Director of Engineering / City Engineer

Cc: Lawrence Green
District 9

David Bogdala
District 17

Subject: Service Agreement with Applied Ecological Services Inc.
A. Anderson Park Rain Garden Maintenance
B. River Crossing Swale Maintenance

BACKGROUND INFORMATION

Stormwater Utility has received a quote from a recommended consultant to complete the Anderson Park Rain Garden demonstration site maintenance. The first three years from the initial planting is the most critical for the success of these alternative stormwater management practices. The first three years are when the native plants are most vulnerable to being crowded out by non-native and invasive species.

- A. **ANDERSON:** Staff has received a proposal from Applied Ecological Services, Inc (Brodhead, Wisconsin) to complete the maintenance for the next three years for the estimated cost of \$1,050 per year. This contract will require them to monitor the site and perform the primary tasks of spot herbiciding, wick herbiciding and hand weeding three times per year.
- B. **RIVER CROSSING:** Staff has received a proposal from Applied Ecological Services, Inc (Brodhead, Wisconsin) to complete the maintenance for 2012 for the estimated cost of \$2,646. This contract will require them to monitor the site and perform the primary tasks of spot herbiciding, wick herbiciding and hand weeding three times per year as well as providing public information and plant information plaques.

RECOMMENDATION

- A. ANDERSON: Approve the contract between the Kenosha Stormwater Utility and Applied Ecological Services, Inc. for \$1,200 to include their quote of \$1,050 with \$150 of contingency for plant replacement and authorize the Director to execute the contract. The funding for this work will be paid for out of 501-03-50102-219.

- B. RIVER CROSSING: Approve the contract between the Kenosha Stormwater Utility and Applied Ecological Services, Inc. for \$2,900 to include their quote of \$2,646 with \$254 of contingency for plant replacement and authorize the Director to execute the contract. The funding for this work will be paid for out of CIP SW-10-005.



Applied Ecological Services, Inc.

Contracting Division

17921 Smith Road
PO Box 256
Brodhead, WI 53520-0256

Ph: 608-897-8641
Fax: 608-897-8486
www.appliedeco.com

Sustainable Solutions for Over 30 Years.

PRICE QUOTE

River Crossing Swale & Anderson Park 3 Year Maintenance
City of Kenosha
AES Project Number 12-0153

QUOTE PREPARED BY Chuck Campbell & Troy Anderson
DATE 2/14/2012

Item	Qty	Unit	Unit Cost	Total Cost
Sign Installation (signs provided by city)	6.00	each	\$ 21.00	\$ 126.00
Outreach Management for 3 Years, includes the following: <ul style="list-style-type: none">• Create email address for public comment opportunity• Annual report summarizing feedback from citizens• Detailed record of all email transactions with stakeholders• Quick email response communication to answer any of the stakeholder questions	1.00	year	\$ 900.00	\$ 900.00
River Crossing Swale Maintenance 2012	3.00	trip	\$ 540.00	\$ 1,620.00
Anderson Park Maintenance 2012	3.00	trip	\$ 350.00	\$ 1,050.00
TOTAL				\$ 3,696.00

Notes:

- This quote is valid for 60 days.
- Sales tax if applicable will be added upon invoicing.
- Prices quoted above include sales tax on materials to be used for this project
- Prices quoted above do not include sales tax on materials to be used for this project
- AES is a non-union shop however prevailing wage rates have been included in the above price.
- AES is a non-union shop. "Prevailing wage" rates have not been included in the above price.
- This quote has been prepared based on the information provided (as listed above). Before Applied Ecological Services will commence work on the project and before this quote becomes binding, the Contractor to whom this quote is addressed must provide final project documents to AES. Such documents may include, but not be limited to, finalized construction drawings, final specifications, and a copy of the executed general project contract including information about administrative procedures, invoicing and payment procedures (including retention, if any), safety requirements, and any other requirements that will affect or bind AES on this project. Applied Ecological Services reserves the right to revise the above quote and the terms and conditions of the work upon receipt of the final documents and Primary Contract.

• **Applied Ecological Services provides a one year guarantee on materials and workmanship. AES warrants that the work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents, if any. Applied Ecological Service's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the project was not intended, improper or insufficient maintenance, modifications performed by the owner or others, or abuse. Applied Ecological Services warrants that all materials shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, if any, and free from defective workmanship. If within one year the owner does not promptly notify AES of defective work, the owner waives AES's obligation to correct any defective work as well as the owner's right to claim a breach of warranty with respect to that defective work.**

• Unless specifically covered in the Contract or in the warranty of another Applied Ecological Services Contract for site design on this project, Applied Ecological Services is not responsible for hydrology on the project site. **Damage to seeding or planting installation, or other defective work, that is due to improper hydrology is excluded from any warranty under this Contract.** Applied Ecological Services can remedy such damage, subject to additional cost, pursuant to a written modification of the Contract signed by both parties.

• BECAUSE PRESCRIBED BURNING IS A NATURAL PROCESS SUBJECT TO FUEL LOADS, WEATHER CONDITIONS, MOISTURE, AND WINDS, AES CAN NOT GUARANTEE ANY PORTION OR PARCEL WILL BURN COMPLETELY OR EVEN PARTIALLY. THESE SAME FACTORS AFFECT THE LENGTH OF TIME TO CONDUCT A BURN. IT IS IMPORTANT TO NOTE THAT A BURN MAY BE SUCCESSFUL FROM AN ECOLOGICAL STANDPOINT WHILE APPEARING SPOTTY AND INCOMPLETE. AES CHARGES FOR TIME SPENT ON SITE REGARDLESS OF APPARENT SUCCESS OF A PRESCRIBED BURN. BY SIGNING THIS AGREEMENT, THE CLIENT WAIVES ALL RIGHT TO WITHHOLD OR DEDUCT PAYMENT BASED ON AREA BURNED, REMAINING STANDING BIOMASS, OR ANY BASIS OTHER THAN TIME SPENT BY AES PERSONNEL ON SITE.

PRESCRIBED BURNING MAY CAUSE DAMAGE TO EXISTING LANDSCAPE ELEMENTS SUCH AS TREES, SHRUBS, FENCES, BENCHES AND OTHER ELEMENTS WITHIN THE BURN AREA. AES WILL ACCEPT NO LIABILITY FOR DAMAGE TO EXISTING LANDSCAPES AND STRUCTURES WITHIN THE BURN AREA. EVEN IF THE CLIENT REQUEST THAT AES USE A LEVEL OF CARE, AES CANNOT AND WILL NOT GUARANTEE THAT NO DAMAGE WILL OCCUR. THE BURN AREA IS DEFINED AS THAT AREA DESIGNATED BY THE CLIENT AND AGREED TO BY AES WHERE PRESCRIBED BURNING SHALL BE CONDUCTED.

• Watering as necessary after plant, seed, shrub or tree installation is not included above. **Damage to planting including tree & shrub installation that is due to failure to water is excluded from any warranty.** Applied Ecological Services can provide such watering service subject to additional cost, pursuant to a written modification of the Contract, signed by both parties.

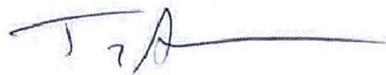
Fees:

• Fees for all tasks and services are based on the unit cost and/or lump sum prices as set forth above. All rates are current for six months from the date of the signed agreement.

• Applied Ecological Services reserves the right to place a lien on the owners property if payment for work has not been received within 10 days of past due status.

• In an emergency, the Applied Ecological Services shall act in a reasonable manner to prevent personal injury or property damage. Any change in the Contract price and/or Contract time resulting from the actions of Applied Ecological Services in an emergency situation shall be equitably adjusted.

• Upon the written request of Applied Ecological Services, prior to commencement of the work and thereafter at the written request of AES, the owner/client shall provide Applied Ecological Services with reasonable evidence of owner/client's ability to fund the project. Evidence of such financing shall be a condition precedent to AES's commencing or continuing work. Applied Ecological Services shall be notified prior to any material change in Project financing or material change in owner/client's ability to fund the work.



Chuck Campbell

Project Estimator
APPLIED ECOLOGICAL SERVICES, INC.

Troy Anderson

Project Director
APPLIED ECOLOGICAL SERVICES, INC.

February 24, 2012

TO: Anthony Nudo
Stormwater Utility Committee Chairman

FROM: Shelly Billingsley, P.E. SAB/KB 2/24/12
Director of Engineering

SUBJECT: Project Status Report

- Project #11-1131 –Curb and Gutter Repair** – [Marvin Gleason] Work is complete except for punch list items (City wide)
- Project #11-1133 – Windstorm C&G Replacement** – [Gleason] Work is complete except for punch list items. (Citywide)
- Project #09-1121 Forest Park Evaluation** – Staff is in the final phases of finalizing the report. A final meeting will be arranged with the Water Utility and Stormwater Utility staff to generate the last comments to the report for Strand Associates to finalize. (1)
- Project #10-1126 Wetland Mitigation Bank** – [Wetlands and Waterways Consulting LLC] The consultant has received comments from the DNR regarding the proposed plan. Changes are currently being made to the report and will be resubmitted for final comments from the DNR before the report can be finalized. (16)
- Project #10-1130 Vehicle Wash System Installation Truck Wash** – [InterClean] The wash is operational but training is still being conducted on the operations. (15)
- Project #10-1131 River Crossing Swale Restoration** – [Applied Ecological Services] The plans are being developed to enhance the swale which will be planted in spring if the weather is favorable. A public information meeting will be scheduled in March. (17)
- Project #11-1128 Multi-Plate Pipe Storm Sewer Inspection and Evaluation** – [Ruekert-Mielke] The consultant has gathered additional costs needed for the survey and additional data needed for completion of an alternative analysis for a permanent repair for the multi-plate system as proposed at the Feb. 1 meetings. (2 and 7)
- Project #11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant)** – [AECOM] Plans are completed and bids will be accepted on March 7th. (1)
- Project #11-1127 MacWhyte Water Quality Basin** – [Cicchini] The pond is complete but the contract will remain open until seed germination is verified in the spring. (1)
- Project #11-1135 Stormwater Management Plan Development** –Staff is currently negotiating a contract with Ruekert-Mielke and Engineering Resource Associates, Inc for the work. (citywide)
- Project #11-1137 Pike River Monitoring (WI Coastal Management Grant)** –Staff is nearing completion of a contract with the City of Racine Health Department for the monitoring and testing work associated with this grant. Upon completion of the contract it will be presented to the Committee. (1 and 4)
- Project #12-1131 Curb and Gutter Program** - Staff is finalizing project area for this year's contract. Projected bid date is March 21, 2012. (City wide)
- Project #12-1012 2012 Resurfacing** – (32nd Ave: 55th St to 52nd St; 33rd Ave: 55th St to 52nd St; 27th Ave: 35th St to 33rd St; 60th Ave: 82nd St to 80th St) – Staff is in the process of design. Storm sewer work will be funded by the SWU. Projected bid date is April 25, 2012. (6,11,14)
- Project #12-1024 60th Street Resurfacing: 8th Ave to 22nd Ave** – Staff is currently working on bid documents. Storm sewer work will be funded by the SWU. Public Info Meeting #1 is scheduled for March 1, 2012. Projected bid date is April 4, 2012. (2,8)
- Design Work-** Staff is working on the following projects:
Sump Pump Priorities, SWPPP Updates, Website Design, 2012 Dry Weather Screening, GPS Data Forms, 2012 EHU Changes, Miscellaneous Storm Sewer Projects, Storm Sewer Investigation for Roadway Projects, Permit Compliance, 2011 DNR Annual Report, SWU Reporting, Pollution Prevention Structures, Stormwater Management Facility Inspections, Miscellaneous Storm Sewer projects for contractor and SWU crews.