

**AGENDA  
STORM WATER UTILITY  
COMMITTEE**

**WEDNESDAY, APRIL 11, 2012  
ROOM 202  
4:30 P.M.**

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

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

**A. APPROVAL OF MINUTES**

A-1 Approval of minutes of regular meeting held on March 28, 2012.

**C. REFERRED TO COMMITTEE**

C-1 Approval of Professional Service Contract with Trees "R" Us, Inc., to Prune Trees in the Lawn Park Area in the amount of \$76,000. (*also referred to Park Commission*)

C-2 Approval of Lawn Park Bioswales for the Pennoyer Beach Outfall GLRI Grant.

C-3 Agreement by and between the City of Kenosha, Wisconsin, a municipal corporation, and the City of Racine Health Department for the Fund for Lake Michigan.

**INFORMATIONAL:**

- Shagbark Recreational Trail Development and Grant
- Annual Report
- 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 -

WEDNESDAY, MARCH 28, 2012  
4:30 P.M.

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

Patrick Juliana  
Jan Michalski  
Ray Misner

The regular meeting of the Storm Water Utility Committee was held on Wednesday, March 28, 2012 in Room 202 of the Municipal Building. The following members were present: Chairman Anthony Nudo, Vice Chairman G. John Ruffolo, Aldermen Steve Bostrom, Patrick Juliana, Jan Michalski and Ray Misner. The meeting was called to order at 6:09 pm. Staff members in attendance were Mike Lemens and Shelly Billingsley.

- A-1 Approval of minutes of regular meeting held on March 14, 2012.  
It was moved by Alderman Ruffolo, seconded by Alderman Juliana to approve items A-1, C-1 and C-2. Motion passed 6-0.
- C-1 Award of Contract for Project 12-1208 Sidewalk & Curb/Gutter Program (Citywide Locations) to A.W. Oakes & Son (Racine, Wisconsin), in the amount of \$575,000. **(All Districts)**
- C-2 Disbursements for the month of February 2012.

INFORMATIONAL: Project Status Report

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 6:10 pm.



STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

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

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

April 4, 2012

To: Anthony Nudo, Chairman  
Stormwater Utility Committee

Michael Orth, Chairman  
Park Commission

From: Michael M Lemens, P.E.  
Director of Public Works

A handwritten signature in black ink, appearing to read 'M. Lemens', with the date '4-4-12' written below it.

Subject: ***Professional Service Contract to Prune Trees in Lawn Park Areas***

**BACKGROUND INFORMATION**

The City of Kenosha Public Works – Park Division has received four proposals to complete the 2011 contract to prune trees in lawn park area. Staff has reviewed the proposals and has chosen Trees “R” Us, Inc. based on their references, experience and standard quoted rates.

Trees “R” Us was awarded the 2010 and 2011 Tree Pruning contract of which there were a few issues that staff was able to work through with the earlier 2011 contract. Trees “R” Us, Inc. was the lowest bid by approximately \$1,100 and has completed a variety of municipality/village contracts.

The 2011 tree pruning contract includes pruning approximately 4,500 trees within the public right-of-way in the following area, within the City limits west of 39<sup>th</sup> Avenue and north of 60<sup>th</sup> Street including 60<sup>th</sup> Street.

**RECOMMENDATION**

Approve the Agreement between the City of Kenosha and Trees “R” Us, Inc. for \$76,000 to include their quote of \$66,425 with \$9,575 of contingency and authorize the Director to execute the contract. The funding for this work will be paid for out of the Stormwater Utility account number 501-09-50106-219.

**2012 CONTRACT TO PRUNE TREES**

**By And Between**

**THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation  
[Through Its Department of Public Works]**

**And**

**TREES "R" US, INC.  
An Illinois Corporation**

**TOTAL CONTRACT AWARD NOT TO EXCEED \$76,000**

**CONTRACT AMOUNT: \$66,425.00**

**COMPENSATION FOR ADDITIONAL PRUNING AS REQUIRED BY THE CITY OF KENOSHA:  
NOT TO EXCEED \$9,575.00**

**THIS AGREEMENT**, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Public Works, hereinafter referred to as the "**CITY**", and **TREES "R" US, INC.** an Illinois corporation, located at 26825 N. US Hwy 12 Wauconda, Illinois 60084, hereinafter referred to as the "**CONTRACTOR**".

**W I T N E S S E T H:**

**WHEREAS**, the **CONTRACTOR** has submitted to the **CITY** a written Proposal to provide maintenance pruning work to lawn park area and public right-of-way trees located on all City streets and avenues West of 39<sup>th</sup> Avenue and North of 60<sup>th</sup> Street including 60<sup>th</sup> Street within the City of Kenosha, according to the Specifications and Special Conditions contained in the Request for Proposal; and,

**WHEREAS**, the **CITY** has accepted the Proposal effective upon the **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

**WHEREAS**, the parties understand that this Contract is not a public construction contract under Wisconsin Law.

**NOW, THEREFORE**, in consideration of the mutual undertakings, promises, agreements, understandings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, the **CITY** and the **CONTRACTOR** agree as follows:

**1. DEFINITIONS.**

a. "**CONTRACT**" means this executed Contract to Prune Trees. The following documents comprise the complete Contract: Request for Proposal, Proposal, Executed Contract, Specifications and Special Conditions, Certificates of Insurance, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determination of City Representative in Charge of Project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Public Works and Park Division, and are incorporated into this Contract by reference.

b. **“CONTRACTOR”** shall mean TREES “R” US, INC. and any subcontractors approved by the **CITY**.

c. **“FORESTER”** shall mean the Forester of the City of Kenosha within the Park Division, including designees.

d. **“OVERPAYMENT”** means any money the **CONTRACTOR** received which the **CONTRACTOR** was not entitled to receive under this Contract, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was not redone or replaced and accepted by the **CITY**.

e. **“WORK”** means any contractual endeavor undertaken by the **CONTRACTOR** or its approved subcontractors to fulfill the terms of this Contract, including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the endeavor.

f. **“WORKING DAY”** means a calendar day, excluding weekends and legal holidays.

2. **WORK TO BE PERFORMED BY THE CONTRACTOR.** The **CONTRACTOR**, for the sum of Sixty-Six Thousand Four Hundred Twenty-Five (\$66,425.00), will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and will do so in accordance with and subject to the provisions of this Contract. In addition, the **CONTRACTOR** will perform additional services as directed by the **CITY** and as otherwise authorized in the Proposal subject to the additional unit price compensation identified in the Proposal not to exceed an additional Nine Thousand Five Hundred Seventy-Five (\$9,575.00). In the event of a conflict between the Request for Proposal, the Proposal and this Contract, the terms and conditions of this Contract shall control and supersede the other documents. The Work comprises providing maintenance pruning to all lawn park areas and right-of-way trees on all City streets and avenues located West of 39<sup>th</sup> Avenue and North of 60<sup>th</sup> Street including 60<sup>th</sup> Street within the City of Kenosha, in accordance with the Specifications and Special Conditions in Exhibit "A", which Exhibit is attached hereto and incorporated herein by reference. The Specifications and Special conditions will control and supersede an inconsistent provision in this Contract.

3. **COMMENCEMENT AND DILIGENT PROSECUTION OF THE WORK.** The **CONTRACTOR** will commence the work within five (5) working days following execution of this Contract and Notice to Proceed, and will prosecute the Work diligently until fully complete in accordance with this Contract. The **CONTRACTOR** shall complete the Work within the Contract Term

The **CONTRACTOR** shall fully prune all the required trees within at least one block in the target area per week until this Contract is terminated.

The **CONTRACTOR**, in the event of a dispute respecting quantity or quality of the Work, shall not refuse to perform the Work and shall not delay the performance of the Work pending the resolution of said dispute.

The **CONTRACTOR** has the duty of requesting an extension of time to complete the Work from the **FORESTER**, in writing, prior to the time for Contract completion, where the progress of the Work was delayed, such that the Work will not be completed on time, and the **CONTRACTOR** was not responsible for such delay. Should the **FORESTER** grant an extension, the **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should the **FORESTER** determine that the Work will not be completed on schedule through normal methods and where no request for an extension has been requested, or if requested, such request was not justified, the **FORESTER** shall provide the **CONTRACTOR** with written notice requiring the **CONTRACTOR** to take such extraordinary measures as may be required to complete the Work on time, or as close to on time as possible. The failure of the **CONTRACTOR** to take such extraordinary measures shall be grounds for the **CITY** to suspend the Work by the **CONTRACTOR** and take such other measures as will assure completion of the Work within the Contract time, or if that is impossible,

within a reasonable time. However, nothing contained herein shall prevent the **FORESTER** from stopping the **CONTRACTOR** from proceeding with the Work beyond the time set for the completion date where the completion date was not extended.

4. **CONTRACT TERM.** The term of this Contract shall be from the date of execution until each of the following:
  - a. Respecting the Work, until completion and acceptance, or December 31, 2012, whichever is earlier.
  - b. Respecting the warranty, until expiration of the warranty term.
  - c. Respecting the Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of the Statute of Limitations where no claims were filed.
5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligation under this Contract, the non-breaching party shall have the right to terminate this Contract by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

The **CONTRACTOR** shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of the **FORESTER**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. **FORESTER'S DECISION FINAL.** Should any dispute arise at any time between the **CONTRACTOR** and the **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of the Work, or as to the quality of the Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of the **FORESTER** shall be final and conclusive, until and unless set aside by a Court of law.

The **CONTRACTOR** agrees that should any decision of the **FORESTER** be challenged in Court, the Court may only set aside a decision of the **FORESTER** if it is wholly arbitrary and capricious and/or made in complete disregard of undisputed facts.

7. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.** The **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with the Work as will assure professional quality of the Work and a rate of progress which will assure the timely completion of the Work. The **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.
8. **SUSPENSION OF WORK BY THE CITY.** The **FORESTER** shall have authority to suspend the Work where he/she believes that the **CONTRACTOR** is not performing the Work in accordance with this Contract. The **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the **FORESTER**.
9. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits the Work, this Contract shall be null and void as of the date such injunction or Court order or judgment becomes final, although the **CONTRACTOR** shall be entitled to reasonable compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this Contract shall be deemed modified in accordance therewith and compensation of the **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of the Work.

- 10. CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** The **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of the Work identified in the **CITY** Request for Proposal. Increases in the scope of the Work shall result in a determination of the **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **FORESTER** on behalf of the **CITY**, and by the **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in the **CITY** Department of Public Works and Park Division, and incorporated into this Contract by reference. Should the **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided the **FORESTER** attaches thereto a written report so indicating.
- 11. WAIVER OF RIGHTS.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event of default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
- 12. SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES.** The **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in subcontractors, major suppliers and dumping or disposal sites must be approved by the **FORESTER**. The **CONTRACTOR** is responsible for the Work of subcontractors and for delays in the Work occasioned thereby. The **CONTRACTOR** has a duty to remove and replace subcontractors whose involvement in the Work will result in a breach of this Contract.
- 13. CONTROL AND PROTECTION OF WORK SITE.** The **CONTRACTOR** shall be responsible for the control and protection of the work site from commencement of the Work until the Work is completed.
- 14. WARRANTY.** The **CONTRACTOR** will replace any Work which is defective or not in conformity with this Contract at no cost to the **CITY** for a period of one (1) year after final acceptance of the Work by the **CITY**.
- 15. CITY COOPERATION.** The **CITY** will reasonably cooperate with the **CONTRACTOR** to facilitate the **CONTRACTOR'S** performance of the Work. The **CITY** will physically mark trees to be removed and notify the **CONTRACTOR** of the nature of the markings. The **CONTRACTOR** will provide reasonable notice to the **CITY** when the assistance thereof is requested. However, the **CITY** has no obligation to supervise or perform any part of the Work.
- 16. GOVERNMENTAL PERMITS AND APPROVALS.** The **CONTRACTOR** is authorized to perform the work under this Contract without obtaining a separate permit from the **FORESTER** or a Street Obstruction Permit.
- 17. LAWS, RULES AND REGULATIONS.** The **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and the Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.
- 18. CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES.** Although the **CONTRACTOR** performs the Work as an independent Contractor, the **FORESTER** shall have the right to

request the **CONTRACTOR** to remove and replace any of the **CONTRACTOR'S** employees involved in the Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any **CITY** personnel associated with the Work. The **CONTRACTOR** will comply with any reasonable request.

The **CONTRACTOR**, at all times when the Work is being performed, shall assign an employee or agent on the work site to be the person to whom the **FORESTER** may furnish instructions or orders, or make inquiries of at all times when the Work is being performed. The name of such employee or agent shall be submitted to the **FORESTER** in writing, upon commencement of the Work.

19. **SANITATION AND HEALTH.** The **CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking work site precautions as will deter the spread of infectious diseases. The **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. The **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee or public health, safety or welfare.
20. **INSPECTION.** The **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is performed in conformance with this Contract. Only the **FORESTER** can reject the Work. The use of inspectors by the **CITY** shall not relieve the **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective Work shall not waive any rights of the **FORESTER** to have the **CONTRACTOR** take corrective action at the **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects when discovered. The use of **CITY** inspectors shall not relieve the **CONTRACTOR** of its duty to maintain a safe workplace.
21. **WORKMANSHIP.** Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Equipment, procedures and materials used must be suitable to and compatible with the nature of the Work, the work site and prevailing year round weather conditions that affect the Work and the work site.
22. **UTILITIES.** The **CONTRACTOR** has the obligation of contacting Digger's Hotline to obtain utility locations, clearances, hookups, or cutoffs prior to any pruning.
23. **CLEANUP.** The **CONTRACTOR** shall at all times keep all areas related to the Work, including all rights-of-way, easements, streets, highways, alleys and private or public property adjacent to the work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of the Work.

Within twenty-four (24) hours after the completion of the Pruning Process, the **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the work site and the sites of easements and areas related to the Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should the **CONTRACTOR** neglect any such duty, the **FORESTER** may cause any such Work to be performed at the **CONTRACTOR'S** cost and expense.

24. **PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS.** The **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies, or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with the **CITY** Director of Public Works.

- 25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that the **CONTRACTOR** fails to fully and completely perform the Work within the Contract term, the **CONTRACTOR** shall pay to the **CITY** for such default the sum of One Hundred Dollars (\$100.00) per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the **CITY** from the **CONTRACTOR**.
- 26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT.** The **CONTRACTOR** recognizes the right of the **CITY** to suspend the Work, to order the revision of nonconforming Work, to re-let all or part of the Work, or to itself perform the Work as may be required to ensure the timely completion of the Work or to replace improper or defective Work, as determined necessary by the **FORESTER**. No provision of this Paragraph 26 may be construed to relieve the **CONTRACTOR** of its obligations under this Contract.
- 27. OVERPAYMENTS AND SETOFFS UNRELATED TO THE CONTRACT.** The **CONTRACTOR** will promptly, upon receipt of written demand from the **CITY** Director of Public Works, refund any overpayments received thereby. Should the **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, the **CONTRACTOR** shall pay the **CITY** interest for said amount at the rate of one and one-half percent (1.5%) per month on the unpaid balance, until paid in full. Should the **CONTRACTOR** owe the **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the **CONTRACTOR** authorizes the **CITY** to deduct said amount from any payment due the **CONTRACTOR** hereunder.
- 28. SAFETY PRECAUTIONS.** The **CONTRACTOR'S** Work shall conform to the most recent revision of the American National Standards Institute Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees and for Cutting Brush).

The **CONTRACTOR**, during the performance of the Work, shall assume control of the work site and put up and properly maintain, at the **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make the work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with the Work, during both day and night hours. The **FORESTER** may order the **CONTRACTOR**, by a time or date, to take designated safety measures and the failure of the **CONTRACTOR** to promptly obey said order shall result in liquidated damages of Five Hundred Dollars (\$500.00) per day for each day said order is not complied with. The **CONTRACTOR** shall be fully responsible for making the work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of the **FORESTER** or the **CITY** inspectors or lack thereof, in this regard. The **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

- 29. PAYMENT – ACCEPTANCE OF THE WORK.** Payment shall be made by the **CITY** on a monthly basis upon submission of an invoice for completed Work to the **CITY** Director of Public Works, within fifteen (15) days after the **FORESTER** executed a document accepting the Work as being performed in accordance with this Contract, subject to the following:
- a. The **CITY** may withhold payment if the **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which the **CITY** may have against the **CONTRACTOR** for improper, defective, or rejected Work, liquidated damages due to delay in the schedule of time for the Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of the **CONTRACTOR** for which the **CITY** could be secondarily liable, which secondary liability was not assumed by the **CITY** under this Contract.

b. Work shall not be accepted by the **FORESTER** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and affidavits, lien waivers or releases have been procured and filed with the **CITY** Director of Public Works.

**30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION.** The **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. The **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.

**31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES.** The **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of the **FORESTER**, and the **CITY** is not liable for any cost and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **FORESTER** as of the date thereof, and the **CITY** will not be obligated to pay to the **CONTRACTOR** any money for any Work performed by an unauthorized party. If this contract is voided, the **CONTRACTOR** will continue to be responsible for maintaining the safety of the work site until relieved of this obligation by the **FORESTER** or until another contractor takes possession of the work site. The **CONTRACTOR** will be responsible for any cost, loss, expense, attorney fees, or damages the **CITY** may incur in enforcing this provision.

**32. INDEMNITY AND HOLD HARMLESS AGREEMENT.** The **CONTRACTOR** agrees that it will defend, indemnify and hold harmless the **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorney fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the **CONTRACTOR** or as a result of the willful or negligent act or omission of the **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from the **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer or sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.

**33. INSURANCE.** The **CONTRACTOR** prior to performing the Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.

- Commercial General Liability: General Aggregate – One Million (\$1,000,000.00) Dollars; each occurrence – One Million (\$1,000,000.00) Dollars.
- Automobile Liability :
  - Bodily Injury per Person – One Million (\$1,000,000.00) Dollars;
  - Bodily Injury per Accident – One Million (\$1,000,000.00) Dollars;
  - Property Damage – Two Hundred Thousand (\$200,000.00) Dollars; OR a combined single limit of One Million (\$1,000,000.00) Dollars.
- Worker's Compensation: Statutory limits.

Said insurance coverage shall be verified by a Certificate of Insurance issued to the **CITY**, which shall provide that should any of the described policies be cancelled or terminated before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the **CITY**.

**34. COOPERATION.** The **CONTRACTOR** shall permit **CITY** employees and representatives to have reasonable access to the work site at all times.

- 35. SEVERABILITY.** It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Contract shall remain in full force and effect.
- 36. NONDISCRIMINATION.** In the performance of the Work under this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.
- 37. NO THIRD PARTY BENEFICIARIES.** This Contract is intended to be solely for the benefit of the parties hereto.
- 38. FULL AGREEMENT – MODIFICATION.** This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties, said amendment to be attached and incorporated herein, it being expressly understood that the **CITY** Director of Public Works must approve any amendment of this Contract.
- 39. NOTICES.** Notices required by or relevant to this Contract shall be furnished by the **CONTRACTOR** to the **CITY** by personal service or by certified mail with return receipt, sent or delivered to the **FORESTER**, Director of Public Works and the City Clerk at the Municipal Building, 625 – 52<sup>nd</sup> Street, Kenosha, Wisconsin 53140, with a copy to the City Attorney at the foregoing address.

Notices required by or relevant to this Contract shall be furnished by the **CITY** to the **CONTRACTOR** by personal service or by certified mail with return receipt sent or delivered to:

TREES “R” US, INC.  
26825 N. US HWY 12 WAUCONDA, ILLINOIS 60084

- 40. EXECUTION AUTHORITY.** The **CITY** and the **CONTRACTOR** each certify that they have authority under their respective organizational structure and governing laws to execute this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Contract on the dates given below.

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

BY: \_\_\_\_\_  
MICHAEL LEMENS, Director,  
Department of Public Works  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
DIRK NELSON, City Forester  
Date: \_\_\_\_\_

STATE OF WISCONSIN)  
: SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, **MICHAEL LEMENS, Director of Public Works**, and **DIRK NELSON, City Forester**, of the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, to me known to be such Director of Public Works and City Forester of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

\_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

**TREES "R" US, INC.**  
**An Illinois Corporation**

BY: \_\_\_\_\_  
Jennifer Willis, President

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Nicholas Willis, Secretary

Date: \_\_\_\_\_

STATE OF )  
                  ) : SS.  
COUNTY OF )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, **Jennifer Willis, President**, and **Nicholas Willis, Secretary**, of **TREES "R" US, INC.**, an Illinois corporation, to me known to be such President and Vice President of said corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.

\_\_\_\_\_  
Notary Public,  
My Commission expires/is: \_\_\_\_\_

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

**CITY OF KENOSHA, WISCONSIN  
PARK DIVISION**

**CONTRACT SPECIFICATIONS AND SPECIAL CONDITIONS  
FOR PRUNING TREES IN LAWN PARK AREAS**

**Project No. 12-1133**

**WORK TO BE PERFORMED.** Work will consist of maintenance pruning work on lawn park areas and public right-of-way trees within the City of Kenosha. This includes removing debris from the site and the proper disposal thereof.

**LOCATION OF WORK.** Work will consist of tree pruning on lawn park areas and public right-of-way in the following section of the City of Kenosha.

West of 39<sup>th</sup> Avenue and North of 60<sup>th</sup> Street including 60<sup>th</sup> Street within the City of Kenosha city limits.

All work shall be conducted in an organized manner and on a block-by-block basis. Written notification by Contractor of planned work shall be given to residents of the affected area not less than two (2) working days in advance of the scheduled work, nor more than seven (7) working days in advance of the work.

Contractor must notify the City Forester of scheduled work locations not less than two (2) working days in advance of said work.

Contractor shall provide the City with a sample of the notification letter to be given to residents in the 2012 Pruning Contract area in advance of commencement of work.

The City reserves the right to change, add or delete areas or quantities as it deems to be in its best interest. The City will give notice to Contractor of the addresses or areas to be pruned.

**SCHEDULE.** Pruning operations shall commence no later than thirty (30) days after Contract has been awarded. The time limit for completion of work is December 7, 2012, with any trees within the outlined pruning area that have not been pruned, but which require pruning will be placed on future pruning contracts as no time extension will be granted. Once pruning operations have been started, the Contractor must continue with work without delay until all pruning operations are completed, unless directed otherwise by the City Forester.

Tree pruning shall only be performed during those seasonal periods which will not be injurious to the health and well-being of the tree or the grounds. The City of Kenosha reserves the right to define those periods when pruning will not be permitted by the Contractor. Unless otherwise authorized by the City, failure of the Contractor to comply with the approved pruning schedule shall be sufficient cause to give notice that the Contractor is in default of the Contract, and terminate said Contract.

The Kenosha Park Division may prioritize pruning's at its discretion, and will give the Contractor 24 hours advance notification of any such action. These pruning's may occur outside the designated contract pruning location.

**WORK HOURS.** The contractor shall schedule work between the hours of 7:00 A.M. and 6:00P.M., Monday through Saturday, unless authorized by the City to do otherwise.

**SUPERVISION.** The Contractor shall be under the direct supervision of the City or its authorized representatives. Contractor shall consult the Kenosha Park Division concerning details and scheduling of all work. Contractor must have a responsible person in charge of work at all times to whom the Park Division may issue directives, who shall accept and act upon such directives. A name, phone number and address must be made available to the Park Division of

Contractor's responsible person(s). If any incidents occur that will impact any day's work, the Park Division must be contacted as soon as possible.

**INSPECTIONS.** The contractor shall call the Kenosha Park Division at 262-653-4080 between 7:00 A.M. and 8:00 A.M. on the morning of each day work will be performed to inform the Kenosha Park Division of locations for that day's work. The Kenosha Park Division may conduct inspections of Contractor's work at any time without notification.

**PUBLIC RELATIONS.** The Park Division has notified abutting property owners of anticipated work using the "Work Notification Form".

The Park Division will provide a supply of informative leaflets at no cost to Contractor who shall distribute them to each abutting property owner and place them at each building on front of which work will occur. Contractor shall answer any questions from citizens concerning the project. Anyone asking a question that the Contractor cannot answer shall be referred to the Park Division at 262-653-4080.

**SAFETY.** Work shall conform to the most recent revision of American National Standards Institute Standard Z-133.1-2006 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush). A copy of these standards is on file at the office of the Kenosha Park Division and is made a part of the Contract by this reference. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any stump removal.

**DISCONTINUANCE OF WORK.** The Contractor shall immediately cease any practice obviously hazardous, as determined by the City, upon receipt of either written or oral notice from the Superintendent of Parks and City Forester, or his designee.

**TREE PRUNING.** The purpose of the Tree Pruning Contract is to raise the lawn park area trees so that they are in compliance with Section 34.05 D. of the Code of General Ordinances for the City of Kenosha, Wisconsin.

All pruning shall be done in accordance with the American National Standards Institute (ANSI) Standard A300-2001.

Trees shall be pruned in such a manner as to preserve their health and maintain a natural shape. Pruning shall consist of the removal of the lower branches of a tree to provide clearance for both vehicular and pedestrian traffic. No more than one-fourth (1/4) of the foliage on a mature tree shall be removed within a growing season. Trees planted within any lawn park or public right-of-way areas that are subject to vehicular traffic shall be pruned so that any branches or foliage projecting over such areas provide a clearance of not less than thirteen and one-half (13.5') feet from the pavement. Any branches or foliage

projecting over any public right-of-way areas that are subject to pedestrian or bicycle traffic shall be pruned so that any branches or foliage projecting over such areas provide a clearance of not less than eight and one-half ( 8.5') feet from the pavement or ground. Any deadwood within the tree shall be removed if the branch exceeds one (1) inch in diameter at its base.

Not every tree within the 2012 Pruning Contract area will require maintenance pruning. Contractor shall bypass and note trees that do not require Contract pruning.

**CLEANUP.** All debris from tree pruning shall be cleaned up each day before the work crew leaves the site, unless permission is given by the City to do otherwise. It shall be the responsibility of the Contractor to remove and dispose of in a proper and acceptable manner all logs, brush and debris resulting from tree pruning operations. Failure to do so will generate a penalty equal to the cost of cleanup by Kenosha Park Division.

**TRAFFIC CONTROL.** Traffic control shall be the total responsibility of Contractor and must be coordinated with the Public Safety Dispatcher (262-656-1234). Contractor shall be responsible for posting the streets where work is to be performed twenty-four (24) hours prior to the work's commencement. If it becomes necessary to tow parked vehicles, the Contractor shall coordinate towing with the Park Division.

**COORDINATION OF WORK.** Separate crews may work on separate streets if the streets are close to one another. Each crew must complete work on each particular block before moving to another block unless the Park Division gives permission to do otherwise.

**WORKING IN PROXIMITY TO ELECTRICAL HAZARDS.** A close inspection shall be made by the tree worker and his or her supervisor to determine whether an electrical conductor passes through a tree or passes within reach distance of the tree worker before climbing, entering or working around any tree.

Only a qualified line-clearance tree trimmer or qualified line-clearance tree trimmer trainee shall be assigned to the work if it is determined that an electrical hazard exists. A trainee shall be under the direct supervision of qualified personnel. A qualified line-clearance tree trimmer is a tree worker who, through related training and on-the-job experience, is familiar with the special techniques and hazards involved in line clearance. A trainee is a worker regularly assigned to a line-clearance tree trimming crew and undergoing on-the-job training who, in the course of such training, has demonstrated his/her ability to perform his/her duties safely at his/her level of training. (OSHA Standard 29CFR1910.)

There shall be a second qualified line-clearance tree trimmer or line-clearance tree trimmer trainee within normal voice communication during line-clearance operations aloft when:

- The line-clearance tree trimmer or line-clearance tree trimmer trainee must approach more closely than ten (10') feet (3m) to any conductor or electrical apparatus energized in excess of 750 volts;
- When branches of limbs being removed cannot first be cut (with a pole pruner/pole saw) sufficiently clear of the primary conductors and apparatus so as to avoid contact; or,
- When roping is required to remove branches or limbs from such conductors or apparatus.

All other workers shall maintain a minimum clearance of ten (10') feet (3m) from energized conductors rated 50 kV phase-to-phase or less; for conductors rated over 50 kV phase-to-phase, the minimum clearance shall be ten (10') feet plus 4/10 inches (3m plus 10mm) for each kilovolt over 59 kV.

Ladders, platforms and aerial devices, including insulated aerial devices, shall not be brought in contact with an electrical conductor.

When an aerial lift device contacts an electrical conductor, the truck supporting the aerial device shall be considered as energized, and contact with the truck shall be avoided, except where emergency rescue procedures are being carried out. Emergency rescue should only be attempted by properly trained persons familiar with electrical hazards.

**TREE DAMAGE.** Climbing iron, spurs or spikes shall not be used on trees to be pruned. Any tree damage caused by Contractor shall be repaired immediately, and at no additional expense, to the satisfaction of the City. Trees damaged beyond repair, as determined by a qualified arborist, acceptable to the City and the Contractor whose expenses shall be jointly covered by both parties, are to be removed at no expense to the City, with the stump ground to City standards, and replaced by a tree of the size and species designated at no additional expense to the City. The dollar value of such damaged tree(s), as determined by a qualified arborist, acceptable to the City and Contractor whose expenses shall be jointly covered by both parties, shall be deducted from monies owed to the Contractor.

**PROTECTION OF OVERHEAD UTILITIES.** Tree trimming operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his/her operations. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches which may conflict with or create a personal hazard in conducting the operations of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility to the Contractor.

**EVIDENCE.** In all situations involving injury or property damage, Contractor shall not perform further work until photography, police reports and other evidence-gathering activities are completed. The Kenosha Park Division will supply guidelines for this situation. The Contractor shall not make any statements to anyone about which party might be liable for damages or injuries, or what caused any tree to break apart, fall, etc. All such questions shall be directed to the Kenosha Park Division at 262-653-4080.

**PAYMENTS.** Payments will be made on a monthly basis unless otherwise agreed upon between the parties. Payments will be made within fifteen (15) working days after City receives an invoice or application for payment with adequate cost breakdown to certify payment due. Payments will be on a per tree basis. Stump removal and cleanup must be completed.

**ASSIGNMENT AND SUBCONTRACTING.** No contract shall be assigned or subcontracted without the written consent of the Kenosha Park Division. In no case will consent relieve the Contractor from the Contractor's contractual obligation, nor will it change the terms of the contract. Any assignee or subcontractor approved by the Kenosha Park Division shall be required to submit Certificates of Insurance as per the Contract requirements prior to any removals.

**CITY OF KENOSHA, WISCONSIN**

**PARK DIVISION**

**PROPOSAL FOR PARKWAY TREE PRUNING**

**Project No. 12-1133**

City of Kenosha  
625 - 52<sup>nd</sup> Street, Room 305  
Kenosha, Wisconsin 53140

Department of Public Works:

A representative of this organization has reviewed the proposal documents and inspected the trees noted in the Contract Specifications and Special Conditions, or waived said right, and hereby submits the following Proposal to prune said trees in accordance with City of Kenosha specifications and special conditions at the following prices, to be firm for sixty (60) days from date of Proposal, subject to Proposal being accepted within that time and a Contract entered into for that price.

Line 1: Estimated Number of Trees is 4,500 trees	x \$ <u>14.75</u> per tree	= \$ <u>66,375.00</u>
Line 2: Street Occupancy Permit Allowance		= \$ <u>50.00</u>
<b>Total (Line 1 + Line 2)</b>		= \$ <u>66,425.00</u>

All work shall be completed no later than December 7, 2012 subject to liquidated damages of One hundred (\$100.00) Dollars per day in the event of delay where no extension is granted.

City reserves the right to designate more or less trees to be pruned based upon bid price per tree and available budget.

The effective date of the contract will be the date of return of executed Contract to Contractor with notice to proceed. The Contractor shall furnish sufficient labor, material, equipment, and supervision to complete the work according to the above time schedule.

Respectfully submitted,

Cash Discount Terms:

\_\_\_\_\_ % \_\_\_\_\_ Days, Net

Net 30 Days

Date: \_\_\_\_\_

Firm: TREES "R" U.S., INC

Signature: [Signature]

Title: VICE PRESIDENT

Address: PO BOX 6014 WAUWATONA, IL 60084

Phone: (847) 913-9069

Fax: (847) 487-3753

**Optional: (For Information Purposes ONLY)**

Are you a minority owned business? Yes \_\_\_ No \_\_\_

CITY OF KENOSHA  
REFERENCE SHEET

1. Name: VILLAGE OF WILMETTE  
Contact: JOHN KEMPPAINEN  
Address: 1200 WILMETTE AVE, WILMETTE, IL 60091  
Phone: (847) 853-7619 Fax: (847) 853-7705
  
2. Name: VILLAGE OF LAKE IN THE HILLS  
Contact: ROB CALDWELL  
Address: 600 HARVEST GATE, LAKE IN THE HILLS, IL 60156  
Phone: (847) 960-7500 Fax: (847) 960-7415
  
3. Name: VILLAGE OF SKOKIE  
Contact: ELIZABETH ZIMMERMAN  
Address: 5127 OAKTON ST, SKOKIE, IL 60077  
Phone: (847) 673-0500 Fax: (847) 673-0525
  
4. Name: CITY OF HIGHLAND PARK  
Contact: JOE O'NEILL  
Address: 1150 HALF DAY RD, HIGHLAND PARK, IL 60035  
Phone: (847) 926-1149 Fax: (847) 432-9907

**AFFIDAVIT OF ORGANIZATION AND AUTHORITY  
AND CAREFUL INSPECTION OF SITE  
AND PREPARATION OF PROPOSAL OR BID**

STATE OF WISCONSIN )

:SS.

COUNTY OF \_\_\_\_\_ )

NICK WILLIS

, being first duly sworn, on oath, deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below, and that all statements herein are made on behalf of such Bidder, and this deponent is authorized to make them.

[Fill Out Applicable Paragraph]

**CORPORATION.** The Bidder is a corporation incorporated and existing under the laws of the State of ILLINOIS, and its President is JENNI WILLIS, its Secretary is NICK WILLIS, and it does have a corporate seal.

~~The President is authorized to sign construction contracts and bids for the Company by action of its Board of Directors taken on \_\_\_\_\_, a certified copy of which is attached hereto. (Strike out the last sentence, if applicable.)~~

**LIMITED LIABILITY COMPANY.** The Bidder is a limited liability company organized and existing under the laws of the State of \_\_\_\_\_ Pursuant to its articles of organization, the Bidder may be bound by action of its managing member/members [strike one].

**PARTNERSHIP.** The Bidder is a partnership consisting of \_\_\_\_\_, General Partners, doing business under the name of \_\_\_\_\_.

**SOLE PROPRIETOR.** The Bidder is an individual; and, if operating under a trade name, such trade name is as follows: \_\_\_\_\_

**ADDRESS.** The business address of the Bidder is as follows.

P.O. BOX 6014  
WAUCONDA, IL 60084

**TELEPHONE NUMBER:** (847) 913-9069

**STATUTORY SWORN STATEMENT.**

NICK WILLIS, also deposes and states that he/she has examined the Instructions to Bidders, has investigated site conditions; or, in the alternative, has waived such inspections at Bidder's peril, and has carefully prepared the Bid Proposal from the plans and specifications, and checked the same in detail before submitting this proposal or Bid. The undersigned also deposes and states that the statements contained in this Affidavit are true and correct.

[Corporate Seal]

Signed: \_\_\_\_\_  
Typed Name: NICK WILLIS  
Title: VP  
Date: 3/28/12

Illinois  
STATE OF WISCONSIN )

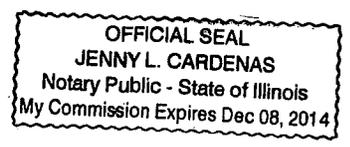
:SS.

COUNTY OF Lake )

Subscribed and sworn to before me  
This 28 day of March, 2012.

Notary Public, Lake County, Wisconsin Illinois  
My Commission Expires/is: 12/08/14

*Jenny L. Cardenas*





**Trees "R" Us Inc.**

**COMPLETE TREE SERVICE**

PO BOX 6014  
Wauconda, IL 60084

**RESIDENTIAL & COMMERCIAL**

847-913-9069  
847-506-0272  
Fax: 847-487-3753

March 1, 2012

**Statement of Competency  
Equipment List  
All Equipment Owned by Company**

- 1995 Ford L8000 30yd chip truck
- 1992 International 20yd chip truck
- 1988 Ford F700 20yd chip truck
- 2001 International 20 yard chip truck
- 1998 International Forestry chip truck with 55' bucket
- 1992 International 60' bucket truck
- 1989 GMC 7000 65' bucket truck
- 1995 Ford F350 dump truck
- 1995 Ford F350 pickup
- 2006 Rayco RG Super50 stump grinder
- 2005 Vermeer Tow-behind Stumper
- 2004 Brush Bandit 15" drum chipper
- 1999 Brush Bandit 18" drum chipper
- 1992 Brush Bandit 15" disc chipper
- 1999 Brush Bandit 15" disc chipper
- 1999 Mack Log Truck
- 1995 Freightliner Log Truck
- 2004 Caterpillar 252B skid steer (2)
- CAT IT-28-B Wheel Loader
- 2000 Brush Bandit Beast #3680 – whole tree grinder/recycler

**Tree Removal  
Stump Removal**

**Tree Trimming  
Cabling**

**Lot Clearing  
Firewood**



**Engineering Division**  
Shelly Billingsley, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Parks Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

C-2

**DEPARTMENT OF PUBLIC WORKS**  
**Michael M. Lemens, P.E., Director**

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

April 4, 2012

To: G. John Ruffolo  
Public Works Committee Chairman

Anthony Nudo, Chairman  
Stormwater Utility Committee Chairman

From: Michael M. Lemens, P.E.  
Interim Director of Stormwater Utility

CC: Eric Haugaard  
District 1

Tod Ohnstad  
District 6

Subject: ***Approval of Lawn Park Bioswales for the Pennoyer Beach Outfall GLRI Grant***

**BACKGROUND INFORMATION**

As part of the Pennoyer Beach Outfall Infiltration Basin GLRI Grant project, bioswales are proposed to be constructed at 4 locations within the Pennoyer Outfall drainage area. In accordance with the policy directive from the Public Works Committee, these lawn park areas will be redesigned therefore; staff is requesting the permission of the Public Works Committee to allow for these areas to be planted with grass and native plants to meet the qualifications of a bioswale. The properties noted below are residential or commercial and meet the requirements for optimum bioswale locations.

- 4002 Sheridan Road
- 3920 Sheridan Road
- 3734 7<sup>th</sup> Avenue
- 3803 6<sup>th</sup> Avenue

The Committee approved the bioswales at 3734 7<sup>th</sup> Avenue and 3803 6<sup>th</sup> Avenue at the February 20, 2012 meeting. After several attempts to make contact with the residents located at 4002 Sheridan Road and 3920 Sheridan Road staff would like to seek your approval with proceeding with the designed bioswales.

Attached is an example of the bioswales we are proposing to be constructed under this contract.

**RECOMMENDATION**

Recommend the approval for constructing bioswales at 4002 Sheridan Road and 3920 Sheridan Road in the City of Kenosha under the GLRI Grant.

**Penoyer Beach Outfall Stormwater Infiltration Basin  
Project # 11-1125**

**Residential Bioswale Outreach Timeline**

*January 4, 2012* – Sent notice of Public Information Meeting

*January 12, 2012* – Held Public Information Meeting (None of the 4 residents attended)

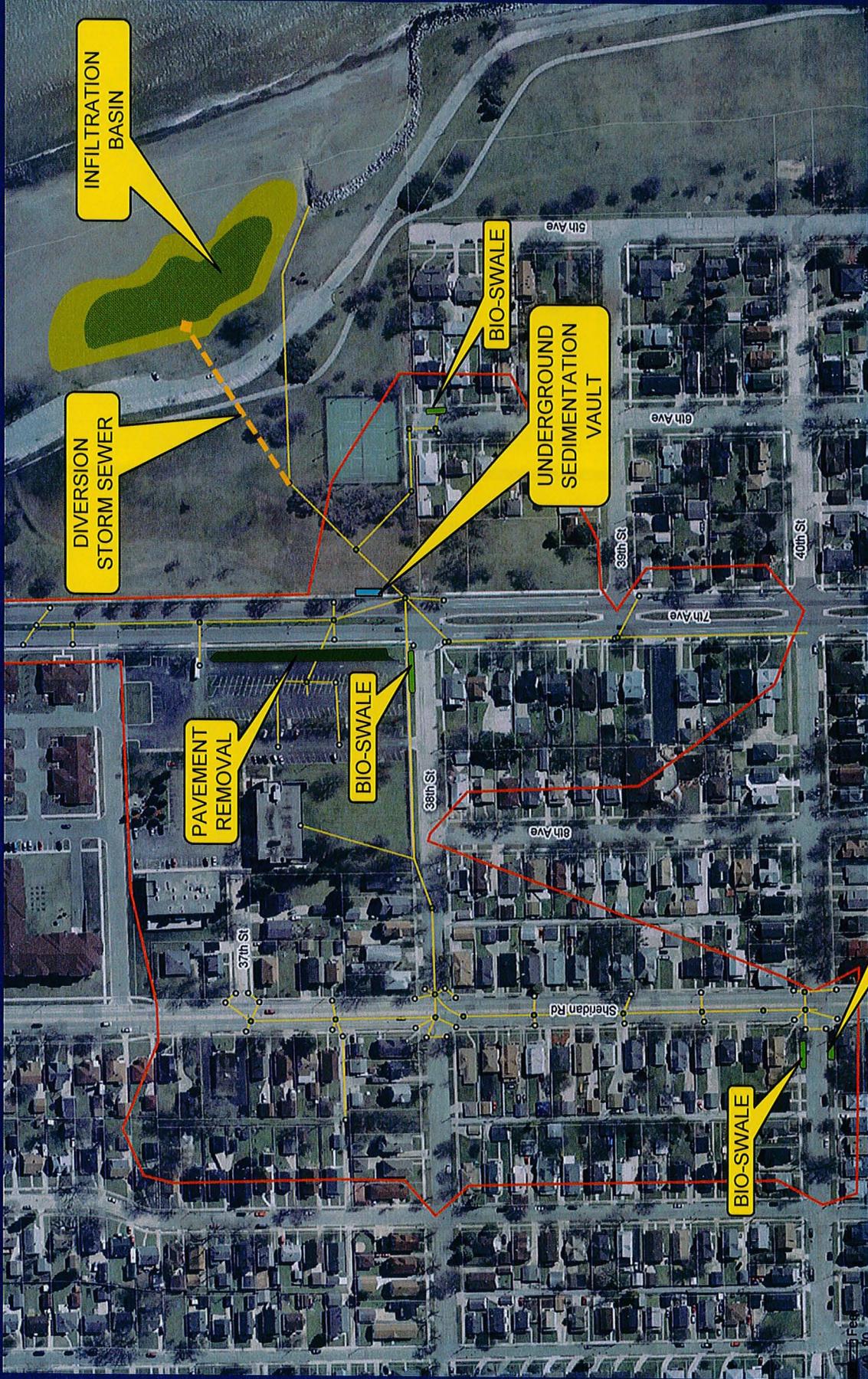
*February 8, 2012* – Katie Whaples and Emma Reed went door to door to the 2 residents on 40<sup>th</sup> St and Sheridan Rd; No answer, left information on door

*March 14, 2012* – Sent letter to residents requesting concerns of bioswales

*April 4, 2012* – Katie Whaples and Dean Madden went door to door to the 2 residents on 40<sup>th</sup> St and Sheridan Rd; No answer from either resident

*April 10, 2012* – Public Information Meeting at the Public Museum 5-6 pm

# Project Overview



# Bioswale







STREET DIVISION  
 JOHN H. PRIJIC  
 SUPERINTENDENT

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

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

April 4, 2012

To: Anthony Nudo, Chairman  
 Stormwater Utility Committee

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

A handwritten signature in black ink that reads 'Shelly Billingsley'.

Cc: Eric Haugaard  
 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 Fund for Lake Michigan 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. The Stormwater Utility also received a Wisconsin Coastal Management Grant for monitoring. The results from both of these grants will provide necessary information for the ultimate planning for the restoration of the Pike River.

**RECOMMENDATION**

Approve Agreement between the City of Kenosha – Stormwater Utility and the City of Racine Health Department in the amount of \$179,510 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 Fund For Lake Michigan 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 within the Root-Pike River Basin, Pike River Watershed, at 31 discreet monitoring locations located in Kenosha and Racine counties.

**1. OBLIGATIONS OF CONTRACTOR.** **CONTRACTOR** shall perform those services as directed by **CITY** to fulfill the requirements set forth in Exhibit 1 attached hereto and incorporated herein as well as the required progress reports to the Fund for Lake Michigan "(FFLM)") that shall include but is not limited to:

- a. Conduct, in conjunction with SEWRPC and the WDNR, GIS mapping and verify suitable monitoring stations along the Pike River and its tributaries.
- b. Collect surface water samples once weekly from July 2012 - December 2013, at 31 pre-selected sites along the Pike River main stem and tributaries.
- c. Analyze these samples for a suite of water quality parameters including: temperature, dissolved oxygen, turbidity, conductivity, pH, and E. coli.
- d. Identify municipal infrastructure which may be point sources of pollution and monitor.
- e. Deploy and maintain an in situ probe (YSI Sonde 6600 EDS) that will provide continual water quality data regarding bulk chemical and physical properties.
- f. Assemble a comprehensive database of water quality data.
- g. Develop decision trees and site surveys for each monitoring station.
- h. Conduct stream bank erosion assessments.
- i. Provide education/information on the Pike River restoration process.

**CONTRACTOR** shall use its best efforts to complete all obligations under this Agreement by December 31, 2013. **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 April 15, 2012, through December 31,

2013.

**3. PAYMENT.** CITY shall pay CONTRACTOR, an amount not to exceed \$179,510.00 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. CONTRACTOR shall bill CITY monthly for services rendered pursuant to this Agreement.

**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 all terms and conditions set forth in Exhibit 1 and/or required by the FFLM.

**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  
Director of Engineering/City Engineer  
625 52<sup>nd</sup> Street, Room 305  
Kenosha, Wisconsin 53140

With a copy to: Office of the City Attorney  
City Attorney Edward R. Antaramian  
625 52<sup>nd</sup> 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: \_\_\_\_\_  
MICHAEL LEMENS, Public Works Director

Date: \_\_\_\_\_

STATE OF WISCONSIN )  
  :SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, **MICHAEL LEMENS, Public Works Director** of the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Director of said municipal corporation, and acknowledged to me that he executed the foregoing instrument as such officer as the Agreement of said corporation, by its authority.

\_\_\_\_\_  
Notary Public, Kenosha County, Wisconsin  
My Commission expires/is: \_\_\_\_\_



# Application Summary:

**Process: Fund for Lake Michigan 2011 Fall Cycle**

**Monitoring of Non-Point Source Pollutants in the Pike River Watershed in the City of Kenosha**

**Contact: Shelly Billingsley - sbillingsley@kenosha.org**

625 52nd St. Room 305

Kenosha, Wisconsin, 53140

Phone:

Mobile:

Fax:

**Organization: Kenosha Storm Water Utility - sbillingsley@kenosha.org**

625 52nd St. Room 305

Kenosha, Wisconsin, 53140

Phone: 262-653-4149

Mobile:

Fax:

**Form: 2011 Request for Proposal (Fall)**

**Q1: Project Title\***

[100 characters allowed]

**Answer(s):**

Monitoring of Non-Point Source Pollutants in the Pike River Watershed in the City of Kenosha

**INSTRUCTIONS**

**Organizational Background**

**Q2: Legal name of the organization\***

[50 characters allowed]

**Answer(s):**

City of Kenosha – Stormwater Utility

**Q3: Contact information for person filling out form\***

Include your name, phone number and email address.

[200 characters allowed]

**Answer(s):**

Shelly Billingsley, P.E.

Assistant City Engineer

Stormwater Utility/Parks/Environmental

City of Kenosha

Phone: (262) 653-4149

Email: SBillingsley@Kenosha.org

**Q4: Name of development officer or grants administrator (if different from above)**

[200 characters allowed]

**Answer(s):**

Shelly Billingsley, P.E.

Assistant City Engineer

Stormwater Utility/Parks/Environmental

City of Kenosha

Phone: (262) 653-4149

Email: SBillingsley@Kenosha.org

**Q5: Year organization was founded\***

[50 characters allowed]

**Answer(s):**

1850

**Q6: Number of full-time employees\***

[50 characters allowed]

**Answer(s):**

8

**Q7: Mission statement\***

Provide your organization's official mission statement.

[400 characters allowed]

**Answer(s):**

The City of Kenosha - Stormwater Utility, has a mission to understand the water quality of the Pike River which will allow for develop of long term plans to benefit the community by cleaner stormwater runoff of the River and the Lake. This will result in reduced risk to public health, and improved quality of the public beach, which benefit the City of Kenosha and the general public.

**Q8: Population served\***

Briefly describe the population served, including any relevant demographic information.

[400 characters allowed]

**Answer(s):**

The Pike River Watershed area serves approximately 56,300 residents of Racine and Kenosha Counties, which include City of Kenosha, Town of Somers, Village of Mt. Pleasant, and Village of Pleasant Prairie

**Q9: Geographic areas served\***

Briefly describe the location, including the city, county, state and relevant watershed areas in which you work.

[200 characters allowed]

**Answer(s):**

The Pike River watershed (56.5 sq. mi.; 79% rural and 19% urbanized) is located in City of Kenosha, Town of Somers, and Villages of Mt. Pleasant and Pleasant Prairie.

**Q10: Organizational summary\***

Provide a short overview of your organization's history, purpose, activities and program areas. Please highlight the work that you have done in the Wisconsin area.

[1500 characters allowed]

**Answer(s):**

The Kenosha stormwater utility has a history of programs to reduce the effects of storm water runoff and pollution on the Great Lakes and their tributaries. In response to more stringent Federal legislation, the Utility is further reducing the impacts of stormwater on the aquatic environment through enhanced monitoring of construction sites, testing/inspecting storm sewers for illegal connections, updating/enforcing stricter stormwater ordinances, aggressively protecting waterways, and providing information to rate payers to control flooding and reduce contamination from private properties [see "Changing the Way We Manage Stormwater – Did You Know" ([http://www.kenosha.org/departments/swu/SW\\_brochure.pdf](http://www.kenosha.org/departments/swu/SW_brochure.pdf)) and "Lake Michigan – It's Worth Protecting" (<http://www.kenosha.org/departments/swu/KenoshaSWUbrochure.pdf>)]. The City of Kenosha will be contracting with the City of Racine Health Department Laboratory to carry out the scope of work delineated in this proposal. The City has a history of cooperation with Racine, collaborating on Racine's Great Lakes Restoration Initiative "Comprehensive Sanitary Survey Project for High Risk Wisconsin beaches – Southern WI" and the recently awarded Wisconsin Coastal Management Grant, "Monitoring of Nonpoint Source Pollutants in the Pike River Watershed & along the Lake Michigan coast line in the City of Kenosha". The Racine Health Department Laboratory is a nationally recognized for their ability and capacity to carry out this type of work.

**Q11: Key accomplishments\***

Briefly describe the key accomplishments of your organization. Please highlight the work that you have done in the Wisconsin area.

[500 characters allowed]

**Answer(s):**

Kenosha received a 2010 GLRI grant to re-engineer a stormwater outfall and develop upstream BMPs to improve coastal health. The Racine Health Department lab has done water quality and site reviews since 2004, data collection on the Root River for 20+ years, tributary monitoring since 2008, and environmental assessments in IL, WI and TX. The Pike River Watershed grant will be administered by the City of Kenosha Stormwater Utility who has extensive experience managing projects/grants for the city.

**Q12: Changes in mission and programs\***

Have there been any significant changes in the organization's mission or programs in the last five years? If so, explain.

[750 characters allowed]

**Answer(s):**

changes in the mission and programs have occurred since the Stormwater Utility was formed in 2007.

**Q13: Strategic planning and evaluation\***

Note whether the organization has engaged in a strategic planning process or external evaluation in the last five years.

[200 characters allowed]

**Answer(s):**

The City of Kenosha will be completing a Stormwater Management Plan in 2012.

**Q14: Strategic plan upload (optional)**

Please upload a copy of your strategic plan.

[1 MB(s) allowed]

**Answer(s):**

**No File Uploaded**

**Q15: References\***

Provide the names and contact information of three funders who can act as references.

[200 characters allowed]

**Answer(s):**

Holly Wirick, Water Quality Branch, US EPA, (312) 353-6704

wirick.holiday@epa.gov

Todd Breiby, Coord., Wisconsin Coastal Management Program, (608) 261-6349

todd.breiby@wisconsin.gov

Susan Greenfield, Root-Pike WIN Executive Director, (262) 898-2055

susan@rootpikeWIN.org

**Project**

**Q16: Project topic\***

Please indicate which Fund For Lake Michigan priority your project addresss.

**Answer(s):**

Reducing pollutants

**Q17: Project lead\***

List who will be responsible for project management.

[50 characters allowed]

**Answer(s):**

Shelly Billingsley, Assistant City Engineer

**Q18: Full proposal\***

Attach a full proposal - no more than 5-8 pages in length - that outlines:

1. History and description of the organization (1-2 paragraphs)
2. Program overview
  - Context (need/purpose)
  - Relevance of the project to the Fund for Lake Michigan
  - Project objectives
  - Project description
  - Project timeline (if your project can be broken down into discreet phases, please describe each phase)
  - Organizational capacity to conduct project; experience conducting similar projects
  - Evaluation plan, including metrics that demonstrate progress towards the program's goal(s)
  - Description of how the grant's work will be sustained after the grant period is complete
  - Partners and other organizations critical to achieving success and how the project works with them; how the project leverages other funding or efforts

[3 MB(s) allowed]

**Answer(s):**

Attachment: Project Narrative- Kenosha Stormwater Utility FINAL.docx

**Q19: Geography\***

Include a short description of the location and community in which your project will take place and impact.

[400 characters allowed]

**Answer(s):**

The Pike River Watershed is located in southeast WI (City of Kenosha, Town of Somers, Village of Mt. Pleasant, and Village of Pleasant Prairie). Water quality is impaired due to pollutants and associated quality impacts. The Pike River discharge has been shown to adversely impact Lake Michigan water quality resulting in beach closing. NPS pollution impacts fisheries & recreational quality.

**Q20: Location of Project Site**

Please provide a street address for the project site/s if applicable.

[500 characters allowed]

**Answer(s):**

The project will take place within the Root-Pike River Basin, Pike River Watershed, at 31 discreet monitoring locations located in Kenosha and Racine Counties which are representative of water quality on the main stem of the Pike River and its associated tributaries and creeks.

**Q21: Map**

Please upload a map of the site/s if available.

[2 MB(s) allowed]

**Answer(s):**

Attachment: Q21- Maps of sites.pdf

**Q22: Impact and outcomes\***

Describe what outcomes you hope to achieve through the project and the expected impact on Lake Michigan water quality. Please describe the metrics you will use to measure results.

[1500 characters allowed]

**Answer(s):**

Resulting baseline assessments will provide municipal governments, planning commissions, environmental agencies, and riparian landowners with a robust database from which to gauge incremental water quality improvements and inform restoration measures through the provision of site specific water quality attributes and physical data. Environmental assessments have been used to identify areas of pollutant loading leading to mitigation activities which have directly resulted in improved Lake Michigan water quality. The identification and reduction of total suspended solids, phosphorous, and fecal contamination in the Pike River basin will provide localized as well as Lake Michigan benefits. Conducting water quality monitoring to assist managers in effectively implementing programs, prioritizing future efforts, tracking program effectiveness, reliably reporting on water quality changes, and reducing bacterial contamination in runoff from diffuse sources which limits the recreational use of tributaries is recommended in the Great Lakes Regional Collaboration NPS Pollution Chapter. Municipalities inside the Pike River watershed, NGOs and the WI DNR recognize the utility of water quality inventory data to assess existing conditions and provide a benchmark to evaluate effectiveness of nonpoint source pollution control as a means to create, restore, and enhance riparian habitat.

**Q23: Project priorities\***

If the organization receives less than the total amount requested, how will activities be modified?

[750 characters allowed]

**Answer(s):**

Very little monitoring has been done since 1964 - 1965 on the main stem and tributaries of the Pike River outside of recent efforts in the upper Pike by the Village of Mt. Pleasant. Some sampling was conducted at 4 locations between 1965 and 1975, primarily prior to 1972. Sites selected for this project represent areas with minimal data that would provide key information on NPS pollution, human and agricultural inputs, and ecological degradation. They are complimentary to coastal monitoring being undertaken by the Racine Health Department as part of their GLRI grant activities. If Kenosha were to receive less funding than requested, we would need to review the sites and omit locations and/or reduce the frequency of monitoring.

**Q24: Will the grant support external individuals or sub-grants?\***

If so, list the organizations or how they will be selected.

[750 characters allowed]

**Answer(s):**

The scope of work proposed will be carried out by the City of Racine Health Department Laboratory (Dr. Julie Kinzelman, P.I.) under the supervision of Shelly Billingsley, project manager. The Racine Health Department Laboratory was selected due to their demonstrated expertise in this field and the fact that they are carrying out a similar project on the Root River Watershed, also funded by the Fund for Lake Michigan. Consistency in the collection and interpretation of data will provide a more comprehensive view of environmental stresses and water body health.

**Q25: Anticipated challenges or risks\***

Describe anticipated challenges or risks and how you plan to address them.

[750 characters allowed]

**Answer(s):**

Anticipated challenges and risks associated with this project include the ability to safely access sampling sites, permission to access sampling sites from private property, and weather related conditions which cause temporary inaccessibility. Alternate sites could be selected if some sites become inaccessible or unsafe during the course of the project. Sampling start and end dates, as well as the sampling day within a given week, may be adjusted to accommodate adverse weather conditions.

**Q26: Amount requested from the Fund for Lake Michigan\***

**Answer(s):**

184030

**Q27: Total Project Budget\***

**Answer(s):**

258,384

**Q28: Project Time Period\***

(Include range in mo/day/yr – mo/day/yr format)

[100 characters allowed]

**Answer(s):**

04/16/12 - 04/15/14

**Q29: Project budget\***

Provide a project budget, separately listing administrative and direct expenses. If your project can be broken down into phases, please include costs associated with each phase as part of the budget.

[1 MB(s) allowed]

**Answer(s):**

Attachment: Pike River FLM- Contractor Budget - Itemized -2012-2014-.xlsx

**Q30: List of other funders and matching resources\***

Provide a list of other sources of support for this project. Indicate whether funding is pending or secured.

[500 characters allowed]

**Answer(s):**

Racine, the contractor, will provide \$13,846 in-kind match; equal to the retail value of equipment used in sample collection, processing and analysis. The UW-Parkside Geosciences' Department will provide \$7,000 of in-kind match; equal to the retail value of an in-situ probe designed to measure bulk physical and chemical properties. The WCMP grant and in kind support from the City of Kenosha is a part of this project budget (total support = \$74,354).

**Governance**

**Q31: Chairperson of governing board\***

[50 characters allowed]

**Answer(s):**

Anthony Nudo, Chairman Stormwater Utility

**Q32: Name of CEO/President\***

[50 characters allowed]

**Answer(s):**

Keith Bosman, Mayor

**Q33: Number of board members\***

How many sit on your Board of Directors?

[100 characters allowed]

**Answer(s):**

6

**Q34: List of board members and affiliations\***

[1 MB(s) allowed]

**Answer(s):**

Attachment: LIST OF OFFICERS AND ELECTED OFFICIALS.doc

**Q35: How are board members elected?\***

[500 characters allowed]

**Answer(s):**

Elected officials of the Stormwater Utility Board are appointed by the Mayor from standing members of the Common Council. The Common Council is composed of 17 Aldermen. Aldermen are elected for each of the 17 Districts within the City of Kenosha. Each Alderman serves for a term of 2 years, with elections occurring every 2 years in even numbered years.

**Q36: Are members of the governing board compensated?\***

**Answer(s):**

Yes

**Q37: How often does the board meet?\***

[100 characters allowed]

**Answer(s):**

The Stormwater Utility Committee meets the 2nd and 4th Wednesday of each month.

**Q38: How does the governing board oversee finances?\***

(e.g. Audit Committee, board review, etc.)

[100 characters allowed]

**Answer(s):**

It is prepared by the Department of Public Works, reviewed by the Board, Common Council, and Mayor.

**Q39: How often does the governing board review the performance of the organization's CEO?\***

[100 characters allowed]

**Answer(s):**

The Mayor is elected to a 4-year term by the citizens of Kenosha; he in turn appoints the committees

**Q40: Conflict of interest policy\***

Does the organization have a conflict of interest policy?

**Answer(s):**

**Q41: Anti-discrimination policy\***

Does the organization have an anti-discrimination policy?

**Answer(s):**

Yes

**Q42: Whistle-blower policy\***

Does the organization have a confidential means for handling good faith complaints from employees and governing board members?

**Answer(s):**

Yes

**Finances and Legal Status**

**Q43: Tax status\***

Select from the following list.

**Answer(s):**

Municipal government

**Q44: Other (please explain)**

[100 characters allowed]

**Answer(s):**

N/A

**Q45: Fiscal year\***

Please provide the timeframe for your organization's fiscal year.

[75 characters allowed]

**Answer(s):**

January 1st to December 31st

**Q46: Total operating expenses\***

List your total operating expenses for the last fiscal year.

**Answer(s):**

6,161,662.00

**Q47: Corporations %\***

[3 characters allowed]

**Answer(s):**

0

**Q48: Foundations %\***

[3 characters allowed]

**Answer(s):**

0

**Q49: Government %\***

[3 characters allowed]

**Answer(s):**

**Q50: Individuals %\***

[3 characters allowed]

**Answer(s):**

0

**Q51: Fees and Earned Income %\***

[3 characters allowed]

**Answer(s):**

98

**Q52: Other %\***

[3 characters allowed]

**Answer(s):**

**Q53: Does your organization receive more than 50% from any individual source? List your main supporters.\***

[750 characters allowed]

**Answer(s):**

Yes, greater than 50% of the stormwater utility's support comes from storm water utility fees assessed against property owners within the City of Kenosha.

**Q54: IRS Form 990\***

Submit your most recent IRS Form 990. If it is not available, submit income and expense statements from the most recent past fiscal year.

[8 MB(s) allowed]

**Answer(s):**

Attachment: Tax Form 990.pdf

**Q55: Comments: IRS Form 990**

If applicable, please indicate the reason why the IRS Form 990 is not available.

[200 characters allowed]

**Answer(s):**

The City of Kenosha is a Municipal Government and does not require an IRS Form 990.

**Q56: Audited financial statement\***

Submit your most recent audited financial statements.

[3 MB(s) allowed]

**Answer(s):**

Attachment: Fiscal Year Report.pdf

**Q57: IRS tax exemption letter\***

Submit a copy of your IRS tax exemption letter.

[1 MB(s) allowed]

**Answer(s):**

Attachment: fed id - q57.pdf

**Attachments**

**Q58: Annual report, if available**

[3 MB(s) allowed]

**Answer(s):**

Attachment: Fiscal Year Report.pdf

**Q59: Staff bios\***

Provide bios for key staff involved in the project.

[1 MB(s) allowed]

**Answer(s):**

Attachment: Julie Kinzelman CV- 10-25-11.doc

**ELECTRONIC SIGNATURE**

**Q60: Authorized Signature\***

Enter your full name, business title, and the date of submission. (e.g.; Erin Smith, Executive Director, 13 June 2011)

10 characters allowed]

**Answer(s):**

Shelly Billingsley, Deputy Director of Engineering, 28 October 2011

**Q61: \***

By entering your name, title and date above, you certify that you are an officer, managing employee, or other duly authorized agent for the eligible grantee and are authorized to submit the above request for funding.

**Answer(s):**

I agree

**Q62: \***

You certify that the statements contained in this application are true, accurate and complete to the best of your knowledge and belief.

**Answer(s):**

I agree

## Files Summary

### **Process: Fund for Lake Michigan 2011 Fall Cycle**

### **Monitoring of Non-Point Source Pollutants in the Pike River Watershed in the City of Kenosha**

#### **File Uploads**

Project Narrative- Kenosha Stormwater Utility FINAL.docx

Q21- Maps of sites.pdf

Pike River FLM- Contractor Budget - Itemized -2012-2014-.xlsx

LIST OF OFFICERS AND ELECTED OFFICIALS.doc

Tax Form 990.pdf

Fiscal Year Report.pdf

fed id - q57.pdf

Julie Kinzelman CV- 10-25-11.doc

## **Q18: Full Proposal Narrative – Kenosha Stormwater Utility**

### **History and description of the organization (1-2 paragraphs)**

Kenosha, founded in 1850, with a population of 99,218 as of May 2011, is the fourth largest city in WI as well as the fourth largest city on the western shore of Lake Michigan after Chicago (50 miles to the south), Milwaukee (32 miles to the north), and Green Bay. Kenosha's population has grown by over 100% since 1940 and the area was known for its heavy industry, especially automobile production. Urban, agricultural, and industrial uses have put stress on the natural environment and are responsible for the degradation of water quality, as is unfortunately common in many urban coastal communities. Industry, often an economic mainstay of these municipalities, has decreased in recent decades. As cities seek opportunities for new business, economic growth, and jobs they often turn to service industries, such as tourism. Tourism dollars have significantly increased in Kenosha, even as other communities have seen a downturn due to the ailing economy. In 2009, Kenosha County was ranked 14<sup>th</sup> in tourism dollars among the 72 WI counties; visits to the lakefront account for approximately 36% of these tourists. The City of Kenosha possesses 8 miles of Lake Michigan shoreline, which forms its eastern border, on which there are 5 public bathing beaches. To date, all 5 of these beaches have been listed by the WI Department of Natural Resources (WDNR) as impaired waters (Clean Water Act, section 303 (d)) due to the frequency of water quality advisories. According to the 2010 National Resource Defense Council's report on vacation beaches, Kenosha County had the highest percentage of water samples exceeding recreational standards at Great Lake beaches in the State of WI (NRDC, 2010). Initial results of a study conducted by the Racine Health Department Laboratory, generated in 2010, and confirmed in 2011, have demonstrated that high concentrations of fecal bacteria, present in Pike River discharge, are adversely impacting water quality at Alford and Pennoyer Park beaches, areas in proximity to the mouth, as well as at Simmons Island beach (approximately 1.0 miles to the south). Therefore, a reduction in pollutant loading from the Pike River basin is necessary to improve coastal water quality.

The Pike River watershed is located in the southeast portion of the Region, rising in Racine County and flowing 16.6 miles south and east to enter Lake Michigan in the City of Kenosha in Kenosha County. The main stem of the Pike River rises in southeastern Racine County two miles north of the Village of Sturtevant and flows easterly and southerly through the northern part of the City of Kenosha to Lake Michigan. About 45 percent of the total area of the watershed is in agricultural use; roughly 30% is urban and suburban. Most of the urban-related land uses are located in the north-central and eastern portions of the watershed. Two municipally owned sewage treatment plants are located in the Pike River watershed. The two plants, which serve the Village of Sturtevant and portions of the Town of Somers, discharge treated effluents to the Waxdale tributary and the Somers tributary of the Pike Creek, respectively (SEWRPC 2011). The water quality of the Pike River in Kenosha County is designated for recreational use and for the maintenance of a warm water fishery and other aquatic life. Water quality has not been comprehensively assessed for decades. Previous studies report that while water quality was fairly constant between 1965 and 1975, it did not meet the standards adopted by the Wisconsin Department of Natural Resources (DNR) for dissolved oxygen, fecal coliform, and ammonia-nitrogen. Total phosphorus concentrations were also found to be higher than the recommended level. With respect to the Pike River in Racine County, which is designated for restricted use and

minimum standards, no water quality data are available for comparison to the established standards. The Root-Pike Watershed Initiative Network was recently awarded funds to develop a Pike River Restoration Plan. This plan cannot effectively advance without more recent assessments of this tributary system. Suitable restoration activities should be guided by sound science in order to target mitigation activities towards those projects which will attain the maximum restorative benefit. While the microbiological quality of the effluent from the Pike River has been studied by the Racine Health Department for the last two years (2010 and 2011); data only exists for the mouth. Significant gaps in knowledge still exist regarding the physical, chemical and biological properties of upstream portions of the Pike River and its tributaries.

### **Program overview**

The City of Kenosha has a vested interest in investigating and mitigating pollution sources impacting Lake Michigan and its associated tributaries. To the north, Racine has demonstrated the success of expanded coastal and watershed monitoring programs in the identification and mitigation of pollution sources. Due to implementation of science-based mitigation measures, coastal water quality advisories have been reduced from a record 66 % of available swim days in 2000 to 5 % or less each year for the last six years. Sources of pollution to the Root River have been identified. Stormwater infrastructure repairs and riparian corridor improvements have occurred. Recreational and small business opportunities have increased. These achievements have garnered recognition and actualized both direct and indirect economic benefits for the City of Racine. Kenosha hopes to achieve the same level of success.

The Kenosha Stormwater Utility has a history of effective programs to reduce the impacts of storm water runoff and pollution on the Great Lakes and their tributaries. In response to more stringent Federal legislation, the Utility is further reducing the affects of stormwater on Lake Michigan through enhanced monitoring of construction sites, expanded testing/inspecting storm sewers for illegal connections, updating/enforcing stricter stormwater ordinances, and aggressively pursuing ways to protect waterways. The City of Racine Health Department Laboratory has been actively engaged at the local, regional, and national levels in the development and implementation of pollutant source identification programs. The laboratory has staff, graduate and undergraduate student researchers that have been involved in all aspects of surface water monitoring, sanitary survey development, and remediation of aqueous environments in southeastern Wisconsin. They have been a State-certified laboratory for over 30 years and have extensive knowledge on the needs and limitations of municipalities, especially in the area of surface water quality related issues. All of their grant and contractual projects have been completed on-time, per the agreement, and within budget. Leveraging the combined knowledge and expertise of these two organizations will produce a significant database from which to inform Pike River Watershed restoration effort, thereby improving Lake Michigan water quality.

### **Context (need/purpose)**

It has been unequivocally demonstrated that water of good quality is crucial to sustainable socio-economic development. Aquatic ecosystems are threatened by a variety of pollutants including destructive land-use, lack of appropriate water management practices, and human activity.

Previous studies demonstrated that high concentrations of bacteria, present in Pike River discharge, have the potential to adversely impact water quality at Great Lakes coastal areas in proximity to the mouth of the river. Reduction of water pollution in river systems, such as the Pike River basin, are desirable but suitable restoration activities should be guided by sound science in order to target mitigation activities towards those projects which will attain the maximum restorative benefit. While the mouth and adjacent coastal areas of the Pike River have been extensively studied within the last two years (by Racine), significant gaps in knowledge exist regarding the physical, chemical, biological and microbiological properties of upstream portions of the main stem of the Pike River and its tributaries.

The South Eastern Wisconsin Regional Planning Commission (SEWRPC) has not published water quality data summaries for the Pike River Watershed since 1983. Expanded monitoring, as proposed in this project, would inform future water quality management plan revisions and restoration measures. A comprehensive Pike River restoration plan has been proposed and broadly supported by the general public, environmental, regulatory, and political bodies. In surveying these Pike River stakeholders, water quality ranked as the number one priority. This project addresses the need to address water quality impairments such as low dissolved oxygen, high fecal indicator bacteria, poor quality fisheries, and habitat fragmentation. Improving the quality of the water flowing into Lake Michigan by reducing pollutants (chemical or bacterial) requires a “starting off point” such that incremental improvements may be gauged. Habitat preservation and restoration require a survey of current conditions. Therefore, in order to move forward, physical assessments and sufficient water quality monitoring data must be generated.

### **Relevance of the project to the Fund for Lake Michigan**

The mission of the Fund for Lake Michigan is to support efforts that enhance the health of Lake Michigan, its shoreline, and tributary systems for the benefit of human and ecosystem health. “Wisconsin continues to experience water quality problems in bays, harbors, and nearshore waters of Lake Michigan and in direct tributaries to both Lakes Michigan and Superior (Wisconsin’s Great Lakes Restoration and Protection Strategy, 2006).” The City of Kenosha is located within the Root-Pike watershed. The mouth of the Pike River, a major tributary to Lake Michigan, empties in close proximity to three primary public beaches and high concentrations of bacteria have the potential to adversely impact recreational water quality (Figure 1). The health, human and ecosystem, of coastal areas are dependent on the health of the watershed and, therefore, the conservation of natural resources in the face of increasing urbanization is important (Lake Michigan LaMP).

Current Fund for Lake Michigan grant priorities are focused on habitat preservation, restoration, and the reduction of pollutants through on the ground projects that will have direct and quantifiable impacts in improving the swimmability, fishability, and drinkability of the water resources of SE Wisconsin. The proposed comprehensive watershed assessments are directly aligned with funding targets and will form the basis for science-based restoration decisions to reduce pollutant loading within the Pike River watershed.

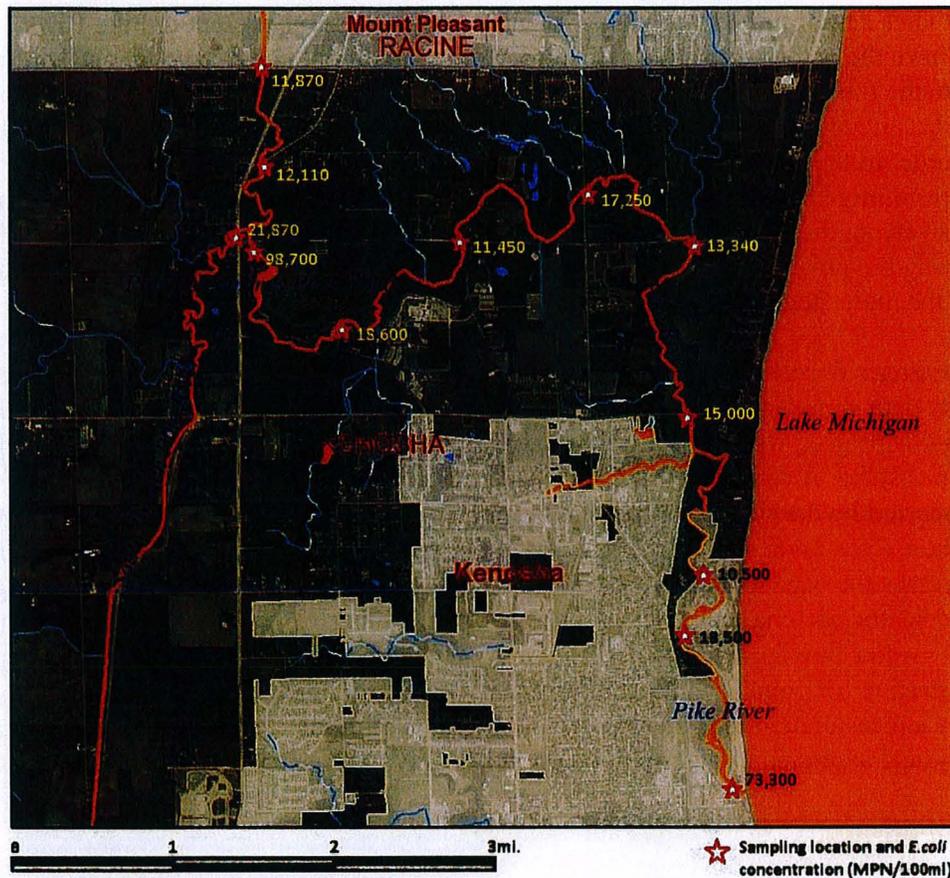


Figure 1: Monitoring of additional areas of the Pike River on July 23<sup>rd</sup>, following a precipitation event, reveal elevated *E. coli* concentrations in upstream sections of the river. It is unclear where source of contamination are entering into the river.

### Project description

The Pike River has been described as one of the most impaired watersheds in the State of Wisconsin (WDNR, 2010). Currently, the North Branch and a tributary, Waxdale Creek, are listed as impaired waters (CWA, 303 d list) due to excess sediments/suspended solids. The main branch of the Pike River is proposed to be added to the 303 d list for excess total phosphorous concentrations. Prior to development, this watershed contained over 19.5 square kilometers of wetlands; today only 1.4 square kilometers remain, this represents a 93% loss (WDNR, 2010). Stream modifications, the drainage of wetlands and increases in the amount of impervious surfaces has affected the majority of streams inside the watershed leading to flashy flow conditions, the erosion of stream banks and increased mobility of contaminants resulting in water quality impairments.

Water quality data, including a variety of physical, biological, and chemical components date back to 1908 (SEWRPC, 1983). However, much of the data is not recent, comprehensive, or focused on biological/microbiological water quality. Improving the quality of the water flowing into Lake Michigan by reducing pollutants (chemical or bacterial) requires both a current assessment of the state of the watershed and a “starting off point” such that incremental

improvements may be gauged. Habitat preservation and restoration require a survey of current conditions. Therefore, in order to move forward, physical assessments and sufficient water quality monitoring data must be generated. This project proposes to conduct walking assessments of the Pike River and collect weekly water quality monitoring data at 31 fixed locations for a 2-year period in order to inform the Pike River Watershed Restoration Plan and guide future stormwater management and remediation activities within the City of Kenosha.

The project will take place within Kenosha and Racine Counties. Thirty-one proposed sampling locations (Table 1) were selected that would: 1) provide meaningful data where a paucity of data currently exists, 2) avoid duplicative work currently being conducted by the USGS and the Village of Mt. Pleasant, 3) coordinate with previous monitoring performed by Dr. Timothy Ehlinger (UW-Milwaukee), 4) capitalize on the presence of USGS gauging stations, 6) represent diverse potential pollutant sources and/or ecological conditions (e.g. agricultural, human, etc.), and 7) allow for trend analysis by incorporating sites where historic monitoring data exists.

Table 1: Location of proposed sampling locations and prior work conducted at site

North Branch	Prior Work	South Branch	Prior Work	Main Branch	Prior Work
Clinton Ln	None	Hwy 31	Biotic, Micro	Cr A "west"	None
Oakes Rd	Biotic	Cr A*	None	Cr JR*	None
Willow Rd*	Micro	Cr EA "North"*	None	Cr A "mid"	None
West Rd*	Micro	Cr E	Biotic	Cr Y	None
Hwy 11	Biotic	Cr L	Biotic	Cr A "East"	None
Braun Rd*	None	Cr EA "South" *	None	Cr A "East"*	None
Braun Rd	Biotic	Cr S	None	Cr E	Micro
90 <sup>th</sup> St.*	None	Cr K	None	13 <sup>th</sup> Ave.*	None
Cr KR	Biotic	84 <sup>th</sup> ave.*	None	Hwy 32 "North"	None
Hwy 31	Micro	Hwy 50	None	Hwy 32 "South"	None
				Sheridan Rd	Micro

Biotic = Biotic indexing conducted at site, Micro= Microbiological indicators enumerated at site

\* *Indicates proposed site is a tributary*

#### Main Branch

The main branch of the Pike River encompasses areas of the City of Kenosha, the Town of Somers and Village of Mount Pleasant. Land use surrounding the main branch vary and include urban, agricultural and forested areas. Eleven monitoring sites are proposed for the main branch of the Pike River. Proposed monitoring location on the main branch includes two tributaries (the Kenosha Branch and an unnamed tributary) and nine locations on the main branch. Recent historic water quality monitoring data (1990 or newer) that includes microbiological indicators has been conducted at two of the nine proposed locations; these locations are at Sheridan Road in the City of Kenosha (as part of a GLRI project, n= 94 samples) and near county highway E (one monitoring date for fecal coliforms).

#### North Branch

The north branch is located in the Town of Somers, the Village of Mount Pleasant and the Village of Sturtevant. The southern sections of the north branch are mainly agricultural and the northern sections are urban. Ten monitoring locations are proposed for the north branch of the

Pike River. Proposed monitoring locations include three tributaries (two unnamed tributaries and Waxdale Creek, two monitoring stations on Waxdale Creek) and six stations on the north branch. Biotic indexing has been conducted at or near four of monitoring locations on the north branch. Recent historic microbiological data (1990 or newer) for fecal coliforms are available at two locations, Waxdale Creek (n=2 samples) and near where the north and main branch join (n=6 samples).

### South Branch

The south branch is located in the Town of Somers and the Village of Pleasant Prairie. The south branch of the Pike River is primarily agricultural with some residential and commercial land use near the head waters. Ten locations are proposed for the south branch of the Pike River. Proposed monitoring sites include four unnamed tributaries and six locations on the south branch. Biotic indexing has been conducted at three sites on the south branch. One proposed location (near where the north and south branch join) has recent historical microbiological data (1990 or newer) (n= 9 samples).

### **Project goal and objectives**

#### Goal

To expand upon Pike River main stem and associated tributary monitoring within the watershed and assemble a comprehensive database of site characteristics and water quality data to be used as a baseline from which to gauge incremental improvement as Pike River watershed restoration occurs.

#### Objectives

To conduct, in conjunction with SEWRPC and the WDNR, GIS mapping and verify suitable monitoring stations along the Pike River and its tributaries to yield a representative snapshot of ambient water quality to provide a geographically extensive data set.

To collect surface water samples once weekly from July 2012 – December 2013, weather permitting, at 31 pre-selected sites along the Pike River main stem and tributaries (see project description) and to analyze these samples for a suite of water quality parameters including: temperature, dissolved oxygen, turbidity, conductivity, pH, and *E. coli*. The parameters have been chosen because they have been used successfully elsewhere in initial water quality assessments. *E. coli* levels will indicate if significant point source contamination is occurring in proximity to infrastructure. Measurements of turbidity will indicate the amount of suspended solids, or particles, contained within the water column. High turbidity has been linked to poor water quality as micro-organisms can attach themselves to silt particles within rivers and streams. At all sites, seasonal variability in bacterial and chemical parameters, nutrient loading (via total phosphorous measurements), ecological health (via dissolved oxygen and biotic indexing), and potential areas of non-point source pollution loading (via assessments of turbidity, conductivity, and *E. coli*) will be investigated.

To identify municipal infrastructure which may be point sources of pollution and monitor including microbial source tracking to identify human sources.

To deploy and maintain an in situ probe (YSI Sonde 6600 EDS) that will provide continual water quality data regarding bulk chemical and physical properties; this will generate a temporally rich data set.

To assemble a comprehensive database of water quality data including microbiological water quality, turbidity, dissolved oxygen, specific conductivity, stream flow data and water temperature. This database would form the baseline from which to gauge water quality improvements as restoration of the Pike River occurs.

To develop decision trees and site surveys for each monitoring station to reveal site specific attributes that contribute to pollutant loading.

To conduct stream bank erosion assessments and recommend areas for bank stabilization and riparian buffer construction to reduce sedimentation and nutrient loading (important step in aquatic habitat restoration).

To provide education/information on the Pike River restoration process, in partnership with the Root-Pike WIN and UW-Extension, to organizations and individuals interested in reducing their footprint on the environment

**Project timeline (if your project can be broken down into discreet phases, please describe each phase)**

GIS mapping (where needed) and final monitoring station selection: 04/16/12 – 06/15/12

Water quality monitoring: 07/2/12 – 12/30/13

Develop initial site surveys: 09/30/12

Interim report/project briefing: 7/15/13

Complete site surveys, decision trees, and database: 12/31/13 – 02/28/14

Complete and distribute final project report: 04/15/14

**Organizational capacity to conduct project; experience conducting similar projects**

Shelly Billingsley, Assistant City Engineer - Stormwater Utility/Parks will be responsible for project management. Shelly has been the project manager for a variety of environmental and stormwater management grants, such as Wisconsin Coastal Management, EPA Brownfield Assessments, DNR Leaking Underground Storage Tanks, and Great Lakes Restoration Initiative. The Racine Health Department Laboratory is carrying out a similar initiative on the Root River Watershed and possesses expertise in this area and the capacity to conduct this work.

**Evaluation plan, including metrics that demonstrate progress towards the program's goal(s)**

The success of this project will be evaluated by the quality and utility of the data generated in informing the Pike River Watershed Restoration Plan. The City of Kenosha will continually work towards an adaptive process, leveraging resources and partner capabilities for the maximum benefit of the restoration effort. The success and measurable outcomes of the

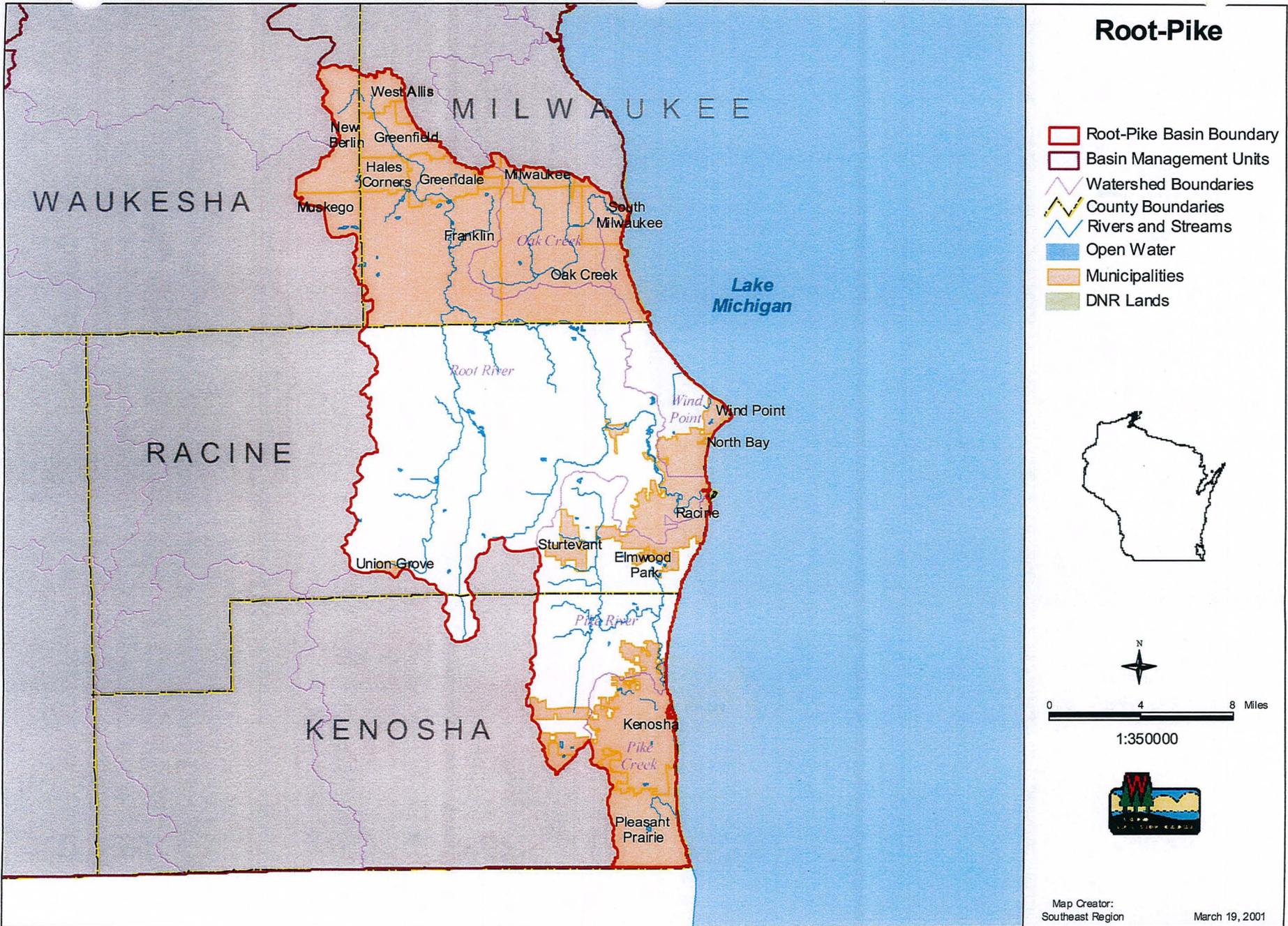
watershed restoration plan will be based on the substantive water quality changes as determined by monitoring. Change cannot be determined without a relevant “starting off point”.

**Description of how the grant's work will be sustained after the grant period is complete**

Several options exist for continued monitoring, site surveys, and improvements after the life of this grant. Locally, suburban and urban areas possessing storm water infrastructure implicated as a potential source of pollution to the Pike River can leverage assessed storm water utility dollars for continued monitoring. Similarly, revenue from sanitary sewer fees can be directed towards monitoring for utilities using the Pike River or its tributaries for effluent discharge or bypass. As a major tributary flowing to and having potential to adversely impact Lake Michigan, future monitoring could potentially be funded using coastal zone management grant opportunities (assuming the association between the river and lake is preserved). Once site specific restoration or preservation measures have been identified, state programs exist for covering all or portions of the costs, i.e. WI DNR Targeted Runoff Management (TRM) Program, WI DNR Urban NPS (UNPS), WI DNR Storm Water (SW), and USDA (NCRS) Wetlands Reserve Program. Watershed based organizations, like the Root-Pike Watershed Initiative Network, offer monitoring and restoration funding opportunities for private citizens and municipalities through their watershed based grants program.

**Partners and other organizations critical to achieving success and how the project works with them; how the project leverages other funding or efforts**

This project will help inform decisions when crafting the Pike River Watershed Restoration Plan administered by Root-Pike WIN (190,000; 2011-2013). This project will also compliment current biotic indexing and stream habitat assessments being conducted by Dr. Timothy Ehlinger (University of Wisconsin- Milwaukee) at multiple locations along the North and South branch of the Pike River. This project will complement Great Lakes Restoration Initiative Grant dollars (\$250,000; 2010 – 2012) encompassing previously unmonitored, under monitored, or 303 (d) listed Lake Michigan beaches in southern WI from Milwaukee County to the state line, including areas adjacent to the mouth of the Pike River. The focus area is nearshore health and NPS pollution and the program area is beach sanitary surveys (an approach very similar to what is proposed in this project).



# Root-Pike

-  Root-Pike Basin Boundary
-  Basin Management Units
-  Watershed Boundaries
-  County Boundaries
-  Rivers and Streams
-  Open Water
-  Municipalities
-  DNR Lands



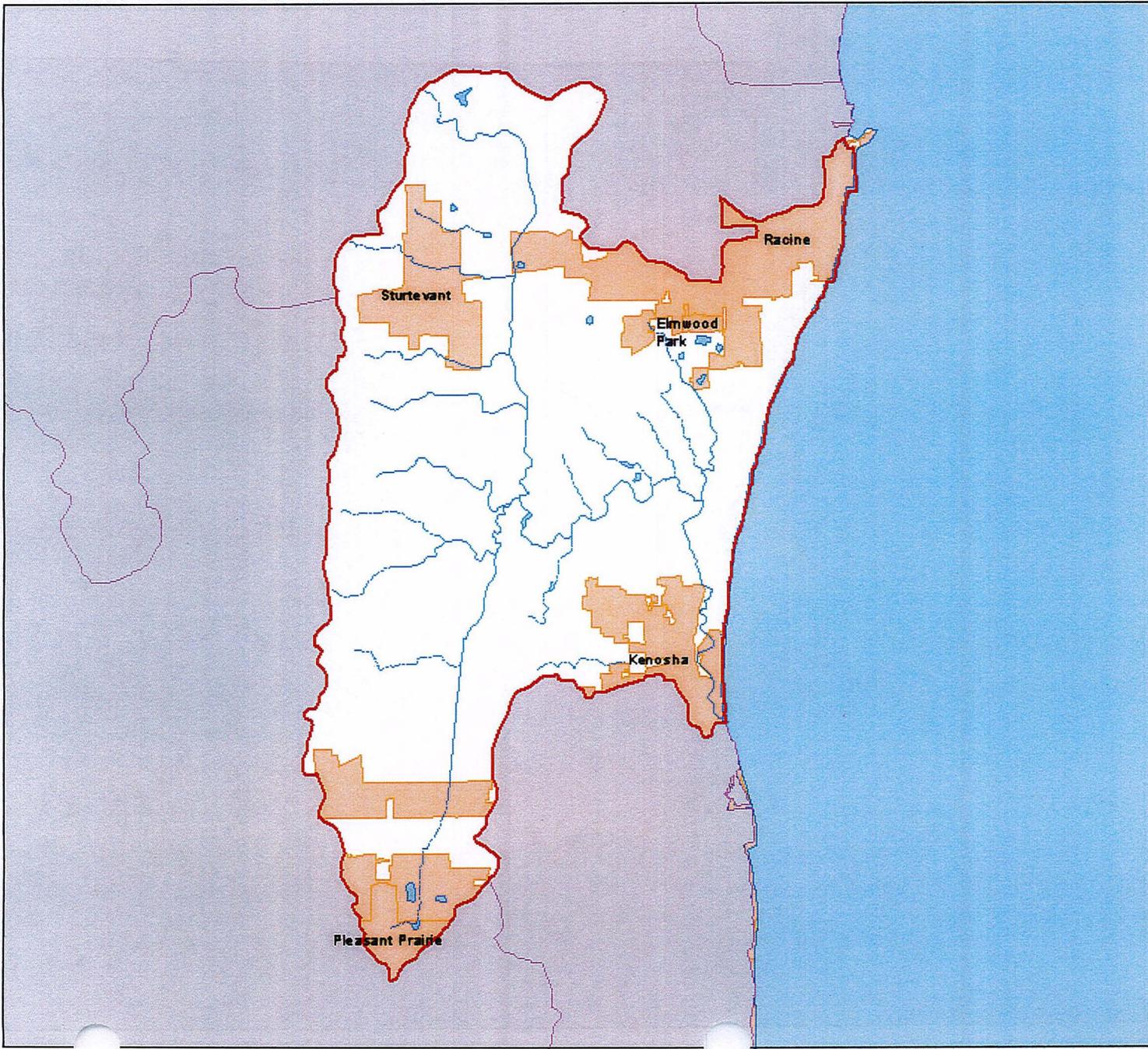
0 4 8 Miles

1:350000



# Pike River Watershed

-  Watershed Boundary
- Rivers and Streams
  -  Perennial
  -  Intermittent
  -  Open Water
-  Municipalities

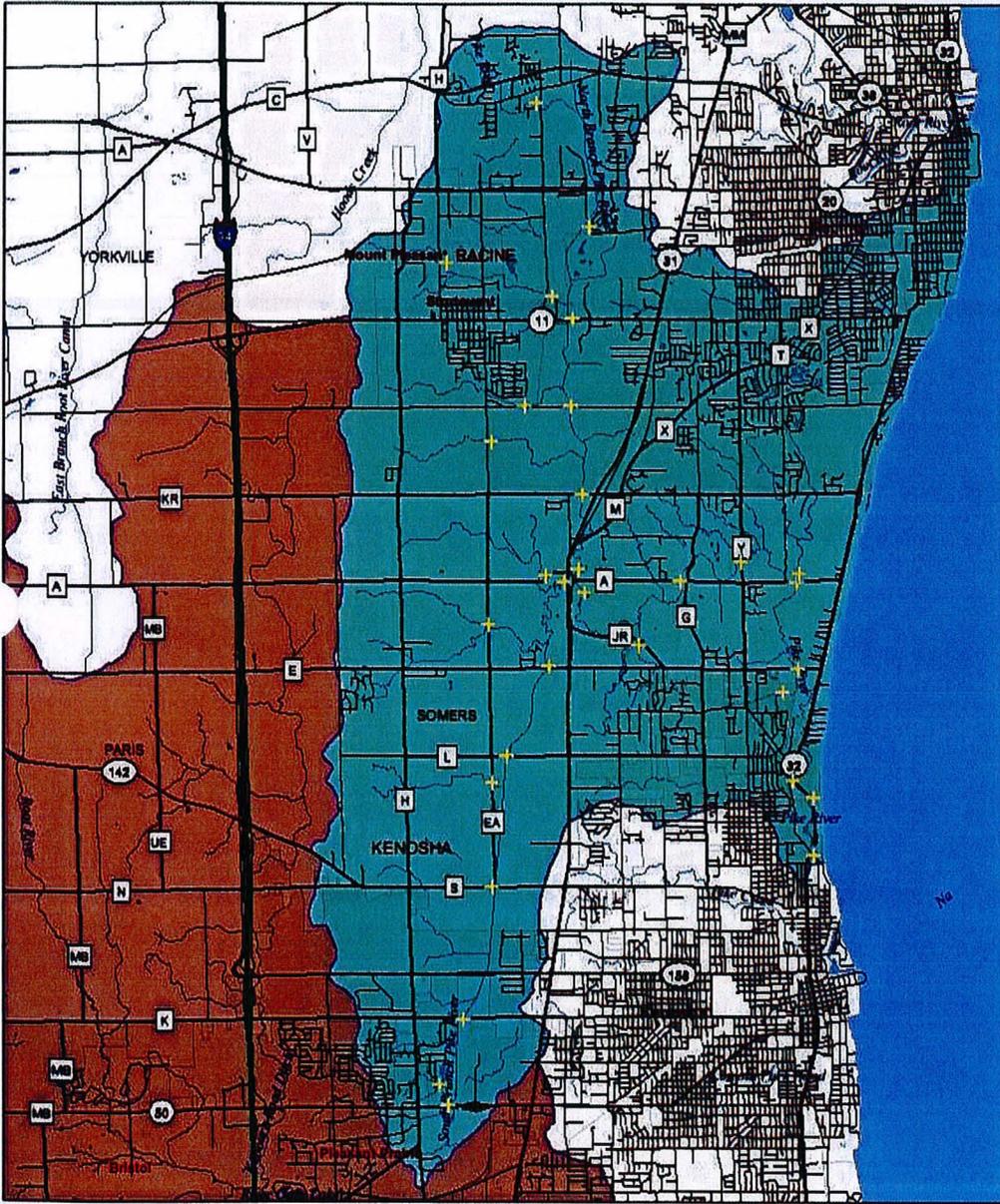


0 1 2 Miles

1:130000



# Pike River Monitoring Locations



0 8000 16000 24000 ft.

## Legend

- Major Highways**
  - Interstate
  - State Highway
  - U.S. Highway
  - County Roads
  - Local Roads
- 24K County Boundaries**
- DNR Watershed Plans**
  - Active Plan
  - Completed Plan
  - Inactive or Proposed
- Civil Towns**
  - Civil Town
  - 24K Open Water
  - 24K Rivers and Shorelines
- Cities and Villages**
  - Village
  - City
- +** Sampling Location



Scale: 1:67,500

Sampling Events (n) 80

Mileage per event

39 Route A

45 Route B

Route Mileage Estimated Using Gr

84 Mileage per week

6720 Total Miles Traveled

0.60 Price per Mile (\$)

Mileage Sub-total (\$)

4032.00

Number of Sites

32 Sampling Events

80 (40 per year)

Surface Water Samples --E. coli

Enumeration Supplies

	Unit Price (\$)	Minimal order amount	Number needed for planned monitoring	Cost (\$)
Colilert	3.03	200	2800	8470.00
Idexx Trays	1.21	100	2800	3388.00
Idexx Vessels	0.50	200	2800	1386.00
Whirl Pack Bags	0.13	500	2800	375.02
pipets (10mls)	0.15	500	2000	307.52
pipets (2ml)	0.23	500	800	180.45

\*will need both 10 and 2ml pipets

E. coli Enun

\$ 14106.99

Outfall Samples

400

Outfall Samples to be enumerated for detergents, phenol, copper and chlorine

Cost per Sample for tests	7.50	400	3000
for E. coli enumeration	5.24	400	2097.304

Outfall Supp  
5097.304

Supplie Sub  
19204.29

Equipment	Quantity	Price	Total Amount
<b>Sonde</b>			
Turbidity Probe	1	1,530	1530.00
pH probe	1	235	235.00
Pressure cap	1	100	100.00
Dissolved oxygen membranes	5	32	160.00
9" calibration cup	1	100	100.00
Brushes	4	82	328.00
Calibration Solution (Formazin)	3	61	183.00
			Subtotal- So
			\$ 2636.00
<b>Oakton PCD650 pH/Conductivity/ DO meter</b>			
1 unit with probes	1	1795	1795.00
Membrane Packs	4	12.95	51.80
Needs Case	1		0
maintenance?			0
			Subtotal- Oa
			1846.80
<b>Miscellaneous (calibr stds, batteries, &amp; consummables)</b>			
	1	1000	1000
			Misc. Sub Tc
			1000
			Equipment
			5482.80

Time Period	June 2012- Dec. 2012	Jan 2013- Dec. 2013	Jan. 2014-June 2014
Hours per year	1216.00	2088.00	1032.00
Hourly Rate (\$)	16.45	17.11	17.79
FICA Rate	0.08	0.08	0.08
Employer Pension Contribution Rate	0.06	0.06	0.06
Health Insurance	15145.00	15599.35	16067.33
Yearly Salary (\$)	20003.20	35721.50	18361.67
Health Insurance (\$)	8854.00	15659.35	7971.87
FICA (\$)	1530.24	2732.70	1404.67
Employer Pension Contribution	1180.19	2107.57	1083.34
Yearly Salary Subtotal	31567.63	56221.12	28821.55
		Salary Subtotal	116610.2978
Yearly Administrative (19%)	5997.85	10682.01	5476.09
		Administrative Subtotal	22155.96

	number of samples	cost per sample (\$)	sub total (\$)
Phosphorous-WSLH	96	33	3168
Biotic Indexing - UW	100	30	3000

Contactual Total (\$)  
6168

Racine:

<b>Research Asst. II</b>	\$116,610.30	<i>See personnel and administrative tab</i>
<b>Project Manager</b>	\$5,356.24	<i>15 hours per quarter</i>
<b>Administrative</b>	\$22,155.96	<i>See personnel and administrative tab</i>
<b>Supplies</b>	\$19,204.29	<i>See monitoring supplies tab</i>
<b>Mileage</b>	\$4,032.00	<i>See mileage tab</i>
<b>Equipment</b>	\$5,482.80	<i>See equipment tab</i>
<b>Contractual</b>	\$6,168.00	<i>See sub-contracts</i>
<b>Travel</b>	\$500.00	<i>Meeting attendance</i>
<b>Total (\$)</b>	<b>\$179,509.59</b>	

**City of Kenosha:**

Engineering Division Staff Time

Classification	Shelly Billingsley		Katie Whaples		
	Assistant City Engineer		Civil Engineer I		
Average Hourly Wage + Fringe Benefits	\$56.13		\$37.70		
Grant Administration	25	\$1,403.25	60	\$2,082.00	85
Public Information (1.5 overtime)	6	\$505.17	10	\$520.50	16

\$3,485.25

\$1,025.67

## LIST OF OFFICERS AND ELECTED OFFICIALS

### CITY OF KENOSHA PERSONNEL

---



Mayor Keith G. Bosman



Frank J. Pacetti – City Administrator



Michael M. Lemens – Interim Director of Public Works and Stormwater Utility

### ELECTED OFFICIALS OF THE STORMWATER UTILITY

---



Anthony Nudo (District 11), Chairman



G. John Ruffolo. (District 4), Vice Chairman



Steve Bostrom (District 12)



Ray Misner (District 13)



Patrick Juliana (District 7)



Jan Michalski. (District 3)

## ELECTED OFFICIALS OF THE COMMON COUNCIL

---



Jesse L. Downing (District 16), President



Eric J. Hugaard (District 1)



Theodore Ruffalo (District 2)



Jan Michalski (District 3)



G. John Ruffolo (District 4)



Rocco J. LaMacchia, Sr. (District 5)



Tod Ohnstad (District 6)



Patrick Juliana (District 7)



Katherine Marks (District 8)



Lawrence F. Green (District 9)



Anthony Kennedy (District 10)



Anthony Nudo (District 11)



Steve Bostrom (District 12)



Ray Misner (District 13)



Daniel L. Prozanski, Jr. (District 14)



Michael J. Orth (District 15)



David F. Bogdala (District 17)



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

**STREET DIVISION**  
JOHN H. PRIJIC  
SUPERINTENDENT

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

**Ronald L. Bursek, P.E., Director**

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

Friday, October 28, 2011

TO: Whom It May Concern  
FROM: Shelly Billingsley  
SUBJECT: IRS Form 990

The City of Kenosha is a Municipal Government and does not require an IRS Form 990.

Sincerely,

A handwritten signature in black ink that reads "Shelly Billingsley". The signature is written in a cursive, flowing style.

Shelly Billingsley, P.E.  
Assistant City Engineer  
Stormwater Utility / Parks  
City of Kenosha

**Comprehensive  
Annual Financial Report  
of the  
City of Kenosha, Wisconsin**

**For the Fiscal Year Ended December 31, 2010**

**Prepared by:  
Department of Finance**

**Member of Government Finance Officers Association  
of the United States and Canada**

**KEITH G. BOSMAN  
MAYOR**



**CITY OF KENOSHA**  
625 - 52nd Street  
Kenosha, Wisconsin 53140  
(262) 653-4000  
Fax (262) 653-4010

August 29, 2011

Citizens of Kenosha  
Common Council  
City of Kenosha, Wisconsin:

The Comprehensive Annual Financial Report of the City of Kenosha, Wisconsin for the fiscal year ended December 31, 2010 is submitted herewith.

The report is published to provide the Council, our citizens, and other interested persons, detailed information concerning the financial condition of the City. Responsibility for both the accuracy of the data, and the completeness and fairness of the presentation, including all disclosures, rests with the City. We believe the information as presented is accurate in all material aspects; that it is presented in a manner designed to fairly set forth the financial position and results of operations of the City as measured by the financial activity of its various funds; and that all disclosures necessary to enable the reader to gain the maximum understanding of the City's financial affairs have been included.

City ordinance requires an annual audit of the books of account, financial records, and transactions of all administrative departments of the City by independent certified public accountants. An audit is deemed to be in the public interest to ascertain that local, state, and federal contributed assets are properly accounted for and that the statements of the City "present fairly its financial position and the results of its operations".

The City must also comply with the requirements of the Single Audit Amendment Act of 1996. The cognizant oversight audit agencies are the Department of Housing and Urban Development at the federal level and the Wisconsin Department of Revenue at the state level.

All audit requirements have been complied with, and the auditor's opinions have been included in the report. The unqualified opinion expressed by the auditor, on the City's basic financial statements, is an assertion that there have been no unresolved restrictions on the scope of the audit and the auditors have no significant exceptions as to the accounting principles and the adequacy of the information disclosures in the financial statements.

The firm of Clifton Gunderson LLP performed the audit of the City's basic financial statements for the year ended December 31, 2010.

This comprehensive annual financial report incorporates Government Accounting Standards Board Statement No. 34 - *Basic Financial Statement - and Management's Discussion and Analysis* which requires management to provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City of Kenosha's MD&A can be found immediately following the report of the independent auditor.

## **History and Background**

The City of Kenosha is located on the shore of Lake Michigan approximately 55 miles north of Chicago and 35 miles south of Milwaukee. Kenosha has grown from a tiny agricultural community into a dynamic commercial and industrial center. Originally known as Pike Creek, Kenosha received its earliest settlers in 1835. In 1836, recognizing the growing importance of the area as a harbor city, the name was changed to Southport. The City was finally incorporated in 1850 and designated the seat of Kenosha County.

The City has a mayor/council form of government. The Mayor serves a four-year term while the 17 Council members are elected by aldermanic district and serve two-year terms. The Council President is elected by the Council.

The City covers approximately 26.60 square miles with a 2010 population estimate of 96,400.

The City of Kenosha provides services including police, fire, and emergency medical service; the construction and maintenance of streets, storm sewers, parks and other infrastructures; and recreational activities and cultural events. Water and sanitary sewer services are provided through a Water Utility and are included as an integral part of the City of Kenosha's financial statements.

The annual budget serves as the foundation for the City of Kenosha's financial planning and control. All agencies of the City of Kenosha are required to submit requests for appropriations. The Mayor, City Administrator, Finance Director, and Personnel Director review department budgets with each department head and staff. Upon completion, an Executive Budget is presented by the Mayor to the Common Council. The Council refers the Executive Budget to various standing committees and then to the Finance Committee. The Finance Committee is responsible for review and recommendation to the Common Council for adoption. The City holds a public hearing on the budget and a Committee of the Whole meeting to deliberate the budget and any amendments recommended by the Finance Committee. The budget is adopted by the Common Council through an appropriation resolution.

## **Long-Term Financial Planning**

The governing Council continues to explore development of the numerous parks provided to the citizens of the City. Future Capital Improvement budget programs anticipate continued funding for nature trails, bike paths, picnic areas, and sportsfield improvements.

Capital Improvement budgets continue to implement planned fleet upgrading and replacement for Public Safety, Parks, Public Works, and Transit equipment. This planned fleet replacement is anticipated to reduce the operating costs for maintenance and fuel.

## **Area Economics**

### *Business Park of Kenosha*

Phase I of this development is a joint partnership between the WISPARK Corporation, and the City of Kenosha Business Alliance. All of the land has been sold. More than 40 companies, accounting for over 1,300 jobs, are located in the park. Centrysis, a centrifuge manufacturing business completed construction of a second building in 2010.

A tax increment district (TID) was created in 2002 to facilitate the development of Phase II. This phase added approximately 105 acres to the business park which is located across from the Kenosha Regional Airport. The first building, a 626,000 square foot warehouse/distribution center, was completed in 2008. Bradshaw Medical, a large medical instrument manufacturer, completed

the construction of a new owner occupied building in the second phase of the Business Park of Kenosha in 2010.

### *Institutional*

Gateway Technical College expanded their existing facility at the Kenosha Regional Airport in 2010. The Kenosha Unified School District is currently constructing a major addition to Indian Trail Academy which will become the City's third comprehensive high school when completed in 2011. The Kenosha Boys & Girls Club started construction of a new facility on 52<sup>nd</sup> Street in 2010. Finally, the City's Public Safety Building expansion was completed in 2010.

### *Industrial*

Three large industrial warehouse facilities completed construction in 2009 in the proximity of the Kenosha Regional Airport. Rust-Oleum completed a 600,000 square foot distribution center. Affiliated Foods Midwest completed a 750,000 square foot distribution center in early 2009. Gordon Food Service completed construction on a 500,000 square foot regional distribution facility which was completed late in 2009.

### **Reporting Entity**

This report includes all funds and component units considered to be within the oversight of the City Council.

The Kenosha Housing Authority financial data is included in the reporting entity by discrete presentation because it is a component unit of the City of Kenosha. The Housing Authority was formed to engage in the development and operation of low-income housing. Such projects are regulated by the United States Department of Housing and Urban Development (HUD) and the Wisconsin Housing and Economic Development Authority (WHEDA).

The Kenosha Public Museum Foundation and Kenosha Public Library Foundation financial data are also included in the reporting entity by discrete presentation as they are component units of the City of Kenosha.

The following organizations are not included in the reporting entity pursuant to GASB Statement No. 14, and thus are excluded from the accompanying financial statements:

**Kenosha City-County Joint Services Board** – The Kenosha City-County Joint Services Board consists of City and County members and an independent member. Operations of Joint Services are financed by the City and Kenosha County, Wisconsin.

**Kenosha Unified School System** – The School District is governed by an elected school board and Common Council has no approval authority over the School District's budget, is not responsible for the School District's deficit or the levy of their property taxes, and does not issue bonds to finance School District construction.

Financial statements for the Kenosha City-County Joint Services Board and Kenosha Unified School System may be obtained directly from their administrative offices.

### **Accounting System and Budgetary Control**

Management of the City is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the government are protected from loss, theft or misuse and to ensure that adequate accounting data are compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles. The internal control

structure is designed to provide reasonable, but not absolute assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

As a recipient of federal, state, and local financial assistance, the City is also responsible for ensuring that an adequate internal control structure is in place to ensure and document compliance with applicable laws and regulations related to these programs. This internal control structure is subject to periodic evaluation by management of the City.

### ***Budgetary Controls***

The City's internal financial policies set forth the basic framework for the overall fiscal management of the City. Operating concurrently with changing circumstances and conditions, these policies assist the decision making process of the City Council. These policies provide guidelines for evaluating both current activities and proposals for future programs. Most of the policies represent long standing principles, traditions, and practices, and follow generally accepted accounting principles. The policies have guided the City in the past and have helped maintain financial stability over a long period of time.

As demonstrated by the statements and schedules included in the Financial and Basic Financial Sections of this report, the City continues to meet its responsibility for sound financial management.

### **Investment Policies**

#### ***Authority***

The following State Statutes apply as to authority of the City of Kenosha regarding public depositories and investments of public funds.

§34.01(5)	Definition of Public Depository
§34.05	Designation of Public Depository
§34.06	Liability of Treasurer
§34.07	Security
§34.08	Payment of Losses
§66.0603	Investments

The City Treasurer may make the following types of investments:

1. Investment of General Fund Float in City Concentration account per contract with the financial institution.
2. State of Wisconsin Local Government Investment Pool.
3. United States Treasury Bills, Notes, or Bonds.
4. Certificates of Deposit with designated Public Depositories.
5. Repurchase Agreements with designated Public Depositories.

The following factors are taken into consideration regarding the investment of City funds.

*Legality*

§34.01(5) Wisconsin State Statutes names the eligible types of public depositories, and §66.0603 Wisconsin State Statutes defines authorized investments. The City shall comply with these statutes when making investments of funds.

*Safety*

Safety of principal is a prime consideration when City funds are invested. Note 2 – Cash, Cash Equivalents and Investments includes a discussion relative to investments of the City.

*Repurchase Agreements*

When City funds of less than \$500,000 are invested in a repurchase agreement of fourteen days or less, the financial institution shall supply the City with a listing of U.S. Government securities that the institution is pledging on its books to secure the repurchase agreements. Repurchase agreements of \$500,000 or more in excess of fourteen days shall be secured the same as Certificates of Deposit.

*Liquidity*

The immediate day to day cash flow needs of the City shall be considered when investment decisions are made. Any investment maturing sixty days or longer shall not be made until the Treasurer and Director of Finance have agreed that the investment is prudent in regards to the cash flow needs of the City. No funds shall be invested longer than one year.

*Yield*

The yield of investment shall become a determining factor only after legality, safety, and liquidity have been determined. The City Treasurer shall invest City funds, and in the Treasurer's absence, authority goes to the Deputy City Treasurer, and then to the Director of Finance to invest City funds. The City's investment policy is to minimize credit and market risks while obtaining a competitive yield on its portfolio.

*Debt Policies*

A discussion regarding the City's Long-Term Obligations can be found in Note-5.

The City will follow a policy of full disclosure on every financial report and bond prospectus.

The City will use short term debt for cash flow and bond or note anticipation purposes.

The City will first look to available current resources before using debt to fund capital improvements.

Section 67.03(1) of the Wisconsin Statutes provides that the amount of indebtedness of a municipality shall not exceed 5% of the equalized valuation of the taxable property in the municipality. However, the City administration has informally set an internal debt limit which equates to 70% of the maximum amount allowed by Wisconsin Statutes. The purpose is to provide a margin of safety for potential adverse changes in valuation.

## **Other Information**

### *Bond Rating*

Moody's Investors Service upgraded the City's bond rating from 'A1' to 'Aa3' in 2003. Also in 2003, Standard & Poor's upgraded the City's bond rating from 'A+' to 'AA'. The City's bond rating for 2010 was maintained at 'Aa3' and 'AA'.

### *Awards*

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Kenosha for its Comprehensive Annual Financial Report for the fiscal year ended December 31, 2009. The Certificate of Achievement is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government reports.

In order to be awarded a Certificate of Achievement, a government unit must publish an easily readable report, whose contents conform to program standards. The CAFR must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. The City of Kenosha has received a Certificate of Achievement for the last 14 consecutive years. We believe our current report continues to conform to the Certificate of Achievement program requirements and we are submitting it to GFOA to determine its eligibility for another certificate.

### *Acknowledgments*

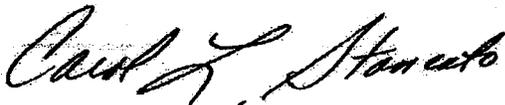
A note of sincere appreciation is extended to the many conscientious people who have contributed so much of their time and effort to the preparation of this report. The Finance Department staff, in particular, are to be commended for their commitment to professional excellence as exemplified by the contents of this report.

Finally, contributions to the financial condition of the City of Kenosha by members of City Council, City Administration and Department Directors cannot be over emphasized. Their guidance and support represent invaluable factors necessary for the City to continue to manage the financial affairs and reporting requirements of municipal government within the Kenosha community.

Respectfully submitted,



Keith Bosman, Mayor



Carol L. Stancato, Director

# Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Kenosha  
Wisconsin

For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended  
December 31, 2009

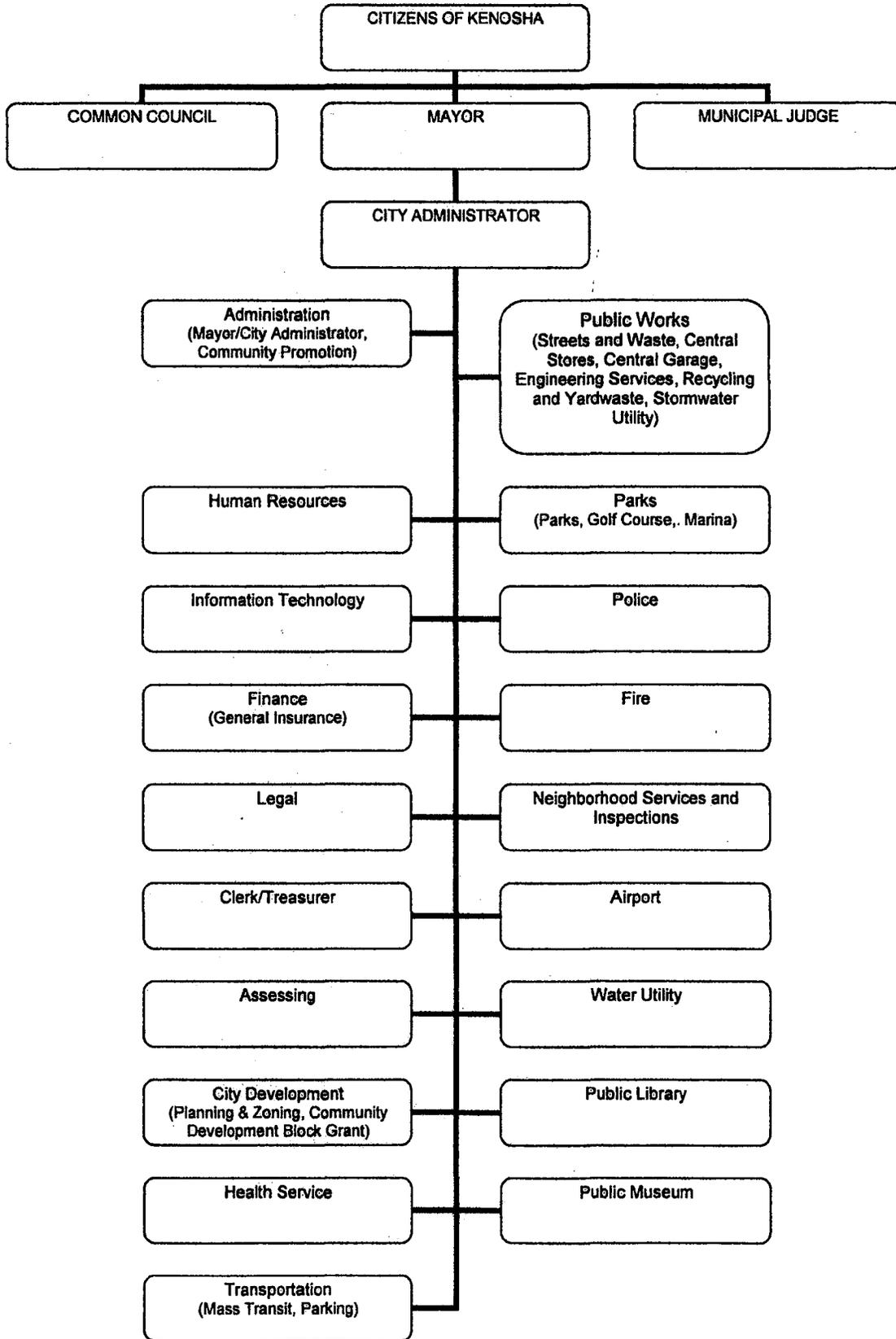
A Certificate of Achievement for Excellence in Financial Reporting is presented by the Government Finance Officers Association of the United States and Canada to government units and public employee retirement systems whose comprehensive annual financial reports (CAFRs) achieve the highest standards in government accounting and financial reporting.



President

Executive Director

**CITY OF KENOSHA, WISCONSIN  
Organization Chart**



**CITY OF KENOSHA, WISCONSIN**  
**List of Elected and Appointed Officials**

**Elected Officials – As of December 31, 2010**

Keith Bosman	Mayor
John Neuenschwander	Municipal Judge

**Common Council – As of December 31, 2010**

	<u>Aldermanic District</u>
Eric J. Haugaard	First
Theodore A. Ruffalo	Second
Jan Michalski	Third
G. John Ruffalo	Fourth
Rocco J. LaMacchia, Sr.	Fifth
Tod Ohnstad	Sixth
Patrick Juliana	Seventh
Katherine Marks	Eighth
Lawrence F. Green	Ninth
Anthony Kennedy	Tenth
Anthony Nudo	Eleventh
Steve Bostrom	Twelfth
Ray Misner	Thirteenth
Daniel L. Prozanski, Jr.	Fourteenth
Michael Orth	Fifteenth
Jesse L. Downing	Sixteenth
David F. Bogdala	Seventeenth

**Appointed Officials – As of December 31, 2010**

Frank J. Pacetti	City Administrator
Edward St. Peter	General Manager, Water Utility
Douglas F. Baker	Library Director
Wayde B. Buck	Airport Director
Ronald Bursek	Director of Public Works
Edward Antaramian	City Attorney
Jeff Labahn	Director of City Development
Ronald Iwen	Director of Transportation
Michael Higgins	City Clerk/Treasurer/Assessor
James M. Schultz	Director of Housing
Carol L. Stancato	Director of Finance
John Thomsen	Fire Chief
Paula A. Touhey	Museum Director
John W. Morrissey	Police Chief

**CERTIFIED PUBLIC ACCOUNTANTS**  
Clifton Gunderson Llp

**BOND COUNSEL**  
Quarles & Brady, Milwaukee

**FINANCIAL CONSULTANTS**  
Piper Jaffray

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**CITY OF KENOSHA, WISCONSIN  
MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)  
For the Year Ended December 31, 2010**

Within this section of the City of Kenosha, Wisconsin (the City) annual financial report, the City's management will provide a narrative discussion and analysis of the financial activities of the City (which includes the Kenosha Water Utility, Library and Museum) for the year ended December 31, 2010. This information should be read in conjunction with the transmittal letter at the front of this report and the City's basic financial statements, which follows this section.

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**FINANCIAL HIGHLIGHTS**

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The City's assets exceeded its liabilities by \$291,628,336 (net assets) for the year reported. Total net assets are comprised of the following:

1. Capital assets, net of related debt, of \$276,128,239, include property and equipment, net of accumulated depreciation, and reduced for outstanding debt related to the purchase or construction of capital assets. This is a increase of \$21,033,679.
2. Net assets of \$10,952,878 are restricted by constraints imposed from outside the City such as debt covenants. This is a decrease of \$3,835,429 during the fiscal year.
3. Unrestricted net assets of \$4,547,219 represents the portion available to maintain the City's continuing obligations to citizens and creditors. This is a decrease of \$9,944,474 during the fiscal year.
4. As of the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$29,784,011. This is an increase of \$4,099,427 during the fiscal year.

The above financial highlights are explained in more detail in the "financial analysis" section of this document.

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**OVERVIEW OF THE FINANCIAL STATEMENTS**

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This annual report includes this Management's Discussion and Analysis report, the independent auditor's report, the basic financial statements and financial statements of individual funds. The financial statements also include notes that explain in more detail some of the information in the financial statements.

This Management Discussion and Analysis document introduces the City's basic financial statements and should be read in conjunction with the basic audited financial statements and supplementary schedules. The basic financial statements include: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the basic financial statements.

**GOVERNMENT-WIDE FINANCIAL STATEMENTS**

The government-wide financial statements are designed to provide a broad overview of the City's finances, in a manner similar to a private-sector business.

**CITY OF KENOSHA, WISCONSIN  
MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)  
For the Year Ended December 31, 2010**

The Statement of Net Assets presents information that includes all of the City's assets and liabilities, with the difference reported as net assets. This statement provides information about the nature and amount of investments in resources (assets) and the obligations to the City's creditors (liabilities). Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the City as a whole is improving or deteriorating. To assess the overall health of the City, you need to consider additional non-financial factors such as changes in the City's property tax base, local and national economic conditions, state restrictions regarding the taxing levels, and the condition of the City's infrastructure.

The Statement of Activities presents information showing how the City's net assets changed during the current fiscal year. Property taxes and state revenues finance most of these activities. The design of the statement of activities shows the financial reliance of the City's distinct activities or functions on revenues provided by the City's taxpayers. This financial statement is divided into three categories: governmental activities, business-type activities and component units.

Both government-wide financial statements distinguish activities of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, public services - streets and waste, urban development, culture and recreation, health, and interest on debt. Business-type activities include water, sewer and hazardous waste, stormwater, mass transit, and golf course. The component units include the Kenosha Housing Authority, the Kenosha Public Museum Foundation, and the Kenosha Public Library Foundation.

The government-wide financial statements are presented on pages 25 - 26 of this report.

#### **FUND FINANCIAL STATEMENTS**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses funds to ensure and demonstrate compliance with finance related legal requirements. However, the Director of Finance establishes other funds to help control and manage money for particular purposes or to show that the City is meeting legal responsibilities for using certain taxes, grants, or other revenue sources.

Within the basic financial statements, fund financial statements focus on the City's most significant funds rather than the City as a whole. Major funds are separately reported while all others are combined into a single, aggregated presentation. Individual fund data for nonmajor funds is provided in the form of combining statements in a later section of this report. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

**CITY OF KENOSHA, WISCONSIN  
MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)  
For the Year Ended December 31, 2010**

**Governmental funds** - Most of the City's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using modified accrual basis of accounting, which measures cash and all other financial assets that can readily be converted to cash. These statements report short-term fiscal accountability focusing on the use of spendable resources and balances of spendable resources available at the end of the year. These are useful in evaluating annual financing requirements of governmental programs and the commitment of spendable resources. The relationship (or differences) between governmental activities reported in the Statement of Net Assets and the Statement of Activities is described in a reconciliation following the governmental funds financial statements.

The City maintains several individual governmental funds organized according to their type (special revenue, debt service, and capital projects). Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund and the General Obligation Debt Service Fund. Data from the remaining governmental funds are combined into a single, aggregated presentation. Individual fund data for each of the nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

The basic governmental fund financial statements are presented on pages 28 - 31 of this report.

The City adopts an annually appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund on page 86 of this report to demonstrate compliance with this budget.

**Proprietary funds** - Proprietary funds are generally used to account for services for which the City charges customers - either outside customers, or internal units or departments of the City. Proprietary funds provide the same type of information as shown in the government-wide financial statements, only in more detail. The City maintains two different types of proprietary funds.

**Enterprise funds** are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for water, sewer, hazardous waste, stormwater, mass transit, and golf course operations.

**Internal service funds** are used to report activities that provide supplies and services for the City's other programs and activities. The City uses internal service funds to account for its general and health insurance, central stores, engineering services, central garage and civic center functions. Because these functions predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

The basic proprietary fund financial statements are presented on pages 32 - 36 of this report. The Water Utility, Stormwater, and Mass Transit Funds are reported separately. Data for the other proprietary enterprise funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor enterprise funds is provided in the form of combining statements elsewhere in this report. All internal service funds are also combined into a single, aggregated column in the proprietary fund financial statements. Individual fund information is provided elsewhere in this report.

**CITY OF KENOSHA, WISCONSIN  
MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)  
For the Year Ended December 31, 2010**

**Fiduciary funds** - Fiduciary funds are used to account for resources held for the benefit of parties outside the government. All of the City's fiduciary activities are reported in a separate statement of fiduciary net assets and a statement of changes in fiduciary net assets. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the City's own programs. The City is responsible for ensuring that the assets reported in these funds are used for their intended purposes. The basic fiduciary fund financial statements can be found on pages 37 - 38 of this report.

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**NOTES TO THE FINANCIAL STATEMENTS**

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The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 41 - 83.

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**OTHER INFORMATION**

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In addition to basic financial statements and accompanying notes, this report also presents certain required supplementary information which is presented on pages 86 - 88.

The combining statements referred to earlier in connection with nonmajor governmental funds, nonmajor enterprise funds, internal service funds, private-purpose trust funds, and agency funds are presented immediately following the required supplementary information. Combining and individual fund statements and schedules can be found on pages 90 - 155.

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**FINANCIAL ANALYSIS OF THE CITY AS A WHOLE**

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An analysis of the City's financial position begins with a review of the Statement of Net Assets and the Statement of Activities. These two statements report the City's net assets and changes therein. It should be noted that the financial position can also be affected by non-financial factors, including economic conditions, population growth, new regulations, etc.

The largest portion of the City's net assets (94%) reflects its investment in capital assets (e.g., land, infrastructure, buildings and equipment) less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide service to citizens; consequently these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt is provided from other sources, since the capital assets themselves can not be used to liquidate these liabilities.

In addition, a portion of the City's net assets (4%) represents resources that are subject to external restrictions on how they may be used such as for debt service, capital projects, etc. The remaining balance of unrestricted net assets of \$4,547,219 may be used to meet the government's ongoing obligations to citizens and creditors.

Overall, the City's net assets at fiscal year end are \$ 291,628,336. The following table provides a summary of the City's net assets for 2010 and 2009:

**CITY OF KENOSHA, WISCONSIN  
MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)  
For the Year Ended December 31, 2010**

**SUMMARY OF NET ASSETS**

	<u>Governmental Activities</u>		<u>Business-Type Activities</u>		<u>Total</u>	
	<u>2010</u>	<u>2009</u>	<u>2010</u>	<u>2009</u>	<u>2010</u>	<u>2009</u>
<b>Assets</b>						
Current and other assets	\$ 120,858,195	\$ 118,841,481	\$ 29,463,764	\$ 29,933,206	\$ 150,321,959	\$ 148,774,687
Capital assets	<u>213,819,941</u>	<u>206,802,668</u>	<u>223,714,887</u>	<u>220,904,750</u>	<u>437,534,828</u>	<u>427,807,418</u>
<b>Total assets</b>	<u>334,678,136</u>	<u>325,744,149</u>	<u>253,178,651</u>	<u>250,837,956</u>	<u>587,856,787</u>	<u>576,582,105</u>
<b>Liabilities</b>						
Current liabilities	85,792,648	85,717,211	2,290,782	1,590,882	88,083,430	87,308,093
Long-term liabilities	<u>179,592,364</u>	<u>171,544,354</u>	<u>28,552,657</u>	<u>33,355,098</u>	<u>208,145,021</u>	<u>204,899,452</u>
<b>Total liabilities</b>	<u>265,385,012</u>	<u>257,261,565</u>	<u>30,843,439</u>	<u>34,945,980</u>	<u>296,228,451</u>	<u>292,207,545</u>
<b>Net Assets</b>						
Invested in capital assets, net of related debt	75,979,589	62,528,972	200,148,650	192,565,588	276,128,239	255,094,560
Restricted	1,585,650	2,365,006	9,367,228	12,423,301	10,952,878	14,788,307
Unrestricted	<u>(8,272,115)</u>	<u>3,588,608</u>	<u>12,819,334</u>	<u>10,903,087</u>	<u>4,547,219</u>	<u>14,491,693</u>
<b>Total net assets</b>	<u>\$ 69,293,124</u>	<u>\$ 68,482,584</u>	<u>\$ 222,335,212</u>	<u>\$ 215,891,976</u>	<u>\$ 291,628,336</u>	<u>\$ 284,374,560</u>

**CITY OF KENOSHA, WISCONSIN  
MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)  
For the Year Ended December 31, 2010**

**CHANGES IN NET ASSETS**

	<u>Governmental Activities</u>		<u>Business-Type Activities</u>		<u>Total</u>	
	<u>2010</u>	<u>2009</u>	<u>2010</u>	<u>2009</u>	<u>2010</u>	<u>2009</u>
<b>Revenues</b>						
<b>Program</b>						
Charges for services	\$ 10,190,086	\$ 9,158,481	\$ 31,425,708	\$ 31,125,828	\$ 41,615,794	\$ 40,284,309
Operating grants and contributions	13,525,374	5,538,577	3,982,212	4,231,439	17,507,586	9,770,016
Capital grants and contributions	2,711,171	-	6,221,309	4,729,301	8,932,480	4,729,301
<b>General</b>						
Property taxes	63,252,292	61,452,079	-	-	63,252,292	61,452,079
Other taxes	946,199	1,054,827	-	-	946,199	1,054,827
General state aids	18,685,078	19,168,990	-	-	18,685,078	19,168,990
Investment income	303,771	494,582	-	-	303,771	494,582
<b>Total revenues</b>	<u>109,613,971</u>	<u>96,867,536</u>	<u>41,629,229</u>	<u>40,086,568</u>	<u>151,243,200</u>	<u>136,954,104</u>
<b>Program Expenses</b>						
General government	8,609,900	8,988,828	-	-	8,609,900	8,988,828
Public safety	53,421,400	53,502,969	-	-	53,421,400	53,502,969
Public services – streets and waste	20,975,175	20,145,991	-	-	20,975,175	20,145,991
Culture and recreation	14,481,103	15,705,315	-	-	14,481,103	15,705,315
Health	3,384,115	3,363,554	-	-	3,384,115	3,363,554
Urban development	2,460,018	4,204,027	-	-	2,460,018	4,204,027
Interest on long-term debt	6,540,026	6,995,358	-	-	6,540,026	6,995,358
Water	-	-	19,924,141	20,659,102	19,924,141	20,659,102
Mass transit	-	-	8,137,091	8,492,979	8,137,091	8,492,979
Storm Water	-	-	4,700,249	5,336,576	4,700,249	5,336,576
Other programs	-	-	1,356,206	1,634,587	1,356,206	1,634,587
<b>Total expenses</b>	<u>109,871,737</u>	<u>112,906,042</u>	<u>34,117,687</u>	<u>36,123,244</u>	<u>143,989,424</u>	<u>149,029,286</u>
<b>Excess (deficiency)</b>	<u>(257,766)</u>	<u>(16,038,506)</u>	<u>7,511,542</u>	<u>3,963,324</u>	<u>7,253,776</u>	<u>(12,075,182)</u>
<b>Transfers</b>	<u>1,068,306</u>	<u>254,207</u>	<u>(1,068,306)</u>	<u>(254,207)</u>	<u>-</u>	<u>-</u>
<b>Change in net assets</b>	<u>810,540</u>	<u>(15,784,299)</u>	<u>6,443,236</u>	<u>3,709,117</u>	<u>7,253,776</u>	<u>(12,075,182)</u>
<b>Beginning Net Assets</b>	<u>68,482,584</u>	<u>84,266,883</u>	<u>215,891,976</u>	<u>212,182,859</u>	<u>284,374,560</u>	<u>296,449,742</u>
<b>Ending Net Assets</b>	<u>\$ 69,293,124</u>	<u>\$ 68,482,584</u>	<u>\$ 222,335,212</u>	<u>\$ 215,891,976</u>	<u>\$ 291,628,336</u>	<u>\$ 284,374,560</u>

**ANALYSIS OF THE CITY'S OPERATIONS**

The previous table provides a summary of the City's operations for the year ended December 31, 2010.

Governmental activities increased the City's net assets by \$810,540. Key factors of this increase are as follows:

- Revenues, excluding taxes and transfers, increased from 2009 by approximately \$10,900,000.
- Charges for services increased approximately \$1,000,000 due to an increase in emergency rescue billing revenue, license and permit fees, and building permits.
- Operating grants and contributions reported the largest increase of approximately \$8,000,000 due to funding for ARRA projects and a large state and city project relating to a major state highway project.

**CITY OF KENOSHA, WISCONSIN  
MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)  
For the Year Ended December 31, 2010**

- Public Safety and Urban Development areas also reported an increase in grant revenue.
- Capital grants and contributions recorded an increase of approximately \$2,700,000 for infrastructure for capital assets from developers during the year.
- Program expenses show a reduction in 2010 for Urban Development due to the reporting of capital assets of HUD housing construction projects in 2009 and none in 2010; a result of economic conditions.
- Other general operation expenses remained somewhat consistent even with the increase in other post employment benefits of approximately \$1,700,000. This liability is amortized over a 30 year period that began in 2008. The City finances this liability on a pay-as-you-go basis. The need to report this liability continues to cause the appearance of a decrease in net assets.

Business-type activities increased the City's net assets by \$ 6,443,236. Key factors of the increase are as follows:

- Net assets of the Kenosha Water Utility increased \$2,631,511 due to combined net income of the water, sewerage, and household hazardous waste units of approximately \$1,900,000 and \$680,000 of capital contributions.
- Mass Transit net assets increased \$1,452,235 due to a decrease from operations of approximately \$1,400,000 and an increase of approximately \$2,800,000 of capital contributions.
- Net assets of the Storm Water Utility increased by \$2,410,936 due to a decrease from operations of approximately \$200,000 and an increase of approximately \$2,600,000 of capital contributions.

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**FINANCIAL ANALYSIS OF THE CITY'S FUNDS**

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**GOVERNMENTAL FUNDS**

The focus of the City's governmental funds is to provide information on a short-term fiscal accountability focus. This information is useful in assessing resources available at the end of the year in comparison with upcoming financing requirements. Total governmental funds reported ending fund balances of \$29,784,011 compared to \$25,684,584 for 2009.

Funds included in the Governmental Fund Statements are:

Major funds .....	General Fund
	General Obligation Debt Service Fund
Nonmajor funds.....	Special Revenue Funds
	All Other Debt Service Funds
	Capital Project Funds

**CITY OF KENOSHA, WISCONSIN  
MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)  
For the Year Ended December 31, 2010**

**Major Governmental Funds - Highlights**

The General Fund is the chief operating fund of the City and the largest source of day-to-day service delivery. At the end of the current fiscal year, the total fund balance for the General Fund was \$10,959,305. A portion of the fund balance, \$945,272, is reserved, for claims and losses, prepaid items, advances to other funds and delinquent special assessments. The remaining balance of \$10,014,033 is designated for liability insurance, working capital and 2011 budgeted expenditures.

The increase in fund balance of \$889,283 during the current fiscal year is due to the following key factors:

- Revenues, excluding fund balance appropriations, came in higher than budgeted due to an increase in special charges resulting from assessments.
- Expenditures for the year came in less than budgeted basically due to departments managing of their budgets.

The debt service fund accounts for the accumulation of resources for, and the payment of, general long-term debt principal, interest, and related costs.

The general obligation debt service fund has a total fund balance of \$1,250,210 all of which is reserved for the payment of future debt service. The City dedicates a portion of the property tax for debt service payments each year.

**PROPRIETARY FUNDS**

The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Funds included in the Proprietary Fund statements are:

Business-type Activities – Enterprise Funds:

Major funds.....	Water Utility Stormwater Utility Mass Transit
Nonmajor funds.....	All Other Enterprise Funds
Governmental Activities.....	All Internal Service Funds

**CITY OF KENOSHA, WISCONSIN  
MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)  
For the Year Ended December 31, 2010**

**Major Enterprise Funds - Highlights**

- For the fiscal year 2010 total net assets for the Water Utility amounted to \$158,037,843, an increase of \$2,631,511 from 2009 with 86% of the total in capital assets, net of related debt.
- The total net assets for the Stormwater Utility amounted to \$36,114,562 for 2010, increasing from 2009 by \$2,410,936 due to additional capital investment in property and equipment.
- The total net assets for Mass Transit amount to \$23,436,818, an increase of \$1,452,235 from 2009 which is net of the depreciation expense recorded for 2010 and additional capital invested in property and equipment.
- All of the enterprise funds are capital asset driven in the area of water, sewer and stormwater infrastructure as well as buses and a streetcar system for Mass Transit.

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**GENERAL FUND BUDGETARY HIGHLIGHTS**

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The final amended General Fund budget did not change from the original budget.

There were no supplemental appropriations during the fiscal year. However, budgetary transfers were made between categories due to health insurance reallocations and labor charges for activity between departments during the fiscal year.

During the current fiscal year, actual revenues exceeded budgetary estimates in major categories such as special charges.

Actual expenditures for the current fiscal year were less than the final budget in major areas such as police, fire, culture and recreation, and general government due to unfilled positions during the year and less contributions from the General Fund to other operating funds.

**CITY OF KENOSHA, WISCONSIN  
MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)  
For the Year Ended December 31, 2010**

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**CAPITAL ASSETS AND DEBT ADMINISTRATION**

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**Capital Assets**

The City's investment in capital assets are based on historical costs and include land, buildings, vehicles, equipment and infrastructure. Capital asset activity for the year ended December 31, 2010 can be found in Note 5 on pages 63 - 66 of this report.

Governmental activities had a total investment in capital assets of \$475,343,005 at the end of 2010 which includes construction in progress of \$598,264. Accumulated depreciation totaled \$261,523,064 resulting in a net book value of \$213,819,941. In 2010, governmental activities recorded \$12,208,622 in depreciation expense.

Business-type activities had a total investment in capital assets of \$363,403,740 at the end of 2010 which includes construction in progress of \$1,179,368 for the Water Utility. Accumulated depreciation totaled \$139,688,853 resulting in a net book value of \$223,714,887. In 2010, business-type activities recorded \$7,572,635 in depreciation expense.

**Long-Term Debt**

At the end of the current fiscal year, the City had total general obligation outstanding debt of \$152,584,869 and total outstanding revenue bonds of \$25,859,158. During the current fiscal year, the government continued to review existing debt to take advantage of favorable interest rates.

Wisconsin State Statutes provide that the amount of indebtedness of a municipality shall not exceed 5% of the equalized valuation of the taxable property in the municipality. However, the City administration has informally set an internal debt limit which equates to 70% of the maximum amount allowed by statute. The purpose is to provide a margin of safety for potential adverse changes in valuation.

Additional information of the City's long term debt can be found in Note 6 on pages 67 - 71 of this report.

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**ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS**

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Economic growth continues to bring with it the challenge of providing city services to an expanding property and population base in light of slow or negative growth in major state aids. While it is important for a community to grow to add jobs and tax base, it must also recognize that growth has an impact on City operations. To this end, great focus continues to be placed on planning tools such as the annual General Fund budget and capital improvement program to help maintain the City's financial position to service this growth. These tools need to be balanced with the non-financial factors that are currently impacting municipalities.

**CITY OF KENOSHA, WISCONSIN  
MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)  
For the Year Ended December 31, 2010**

Based on decreasing construction growth and increasing cost of doing business due to inflation, the City continues with the challenge of creating a 2011 budget that maintains delivery of services without exceeding both an expenditure cap and a levy freeze by the State of Wisconsin. The first year of levy limits our net new construction was 3.49% with inflation at 3.3%. For the three following years, net new construction was 3.49%; 2.42% and 2.09% respectively with inflation of 3.7%; 2.3% and 4.4% respectively. The budget again contained adjustments to expenditures without eliminating essential services.

**Revenues:**

The City actively pursues all non-tax levy revenues including all potential federal and state assistance.

The State's Expenditure Restraint Program is a critical factor taken into consideration annually in developing our operating budget. This is a voluntary program in which the municipality receives a payment from the state if the General Fund budget, excluding debt service and recycling tipping fees, does not exceed a percentage based on the annual rate of inflation as measured by the Consumer Price Index plus an additional percentage to account for real growth in the community. The City's 2011 budget will continue to qualify for an approximate \$2.4 million payment.

The state shared revenue program is the largest source of non-tax levy revenue in the operating budget representing approximately 18% in 2011. This percentage has been steadily declining.

Other revenues such as licenses and permits, were adjusted to reflect the decrease in construction permits. Interest income continues to be unpredictable due to the continued downward spiral in interest rates, and the 2011 budget reflects this trend.

Revenue assumptions are based on the best available source of information.

1. Expenditure Restraint Program, State Shared Revenue, and General Transportation Aid amounts are as projected by various state agencies.
2. Other revenues are based on a five-year trend history maintained by the Finance Department and adjusted annually for known variables.
3. Departments are responsible for reviewing the fees for services provided by their departments and making appropriate recommendations to the Common Council for revisions generally every other year.

**Expenditures:**

The 2011 expenditure budget criteria given to department heads stated that the 2011 budget is tax levy driven due to the levy limits mandated by the State of Wisconsin as well as the economic slow down. Total expenditures must be within this limit.

**CITY OF KENOSHA, WISCONSIN  
MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)  
For the Year Ended December 31, 2010**

Community protection is a top priority for the City's administration reflected in a long-standing budgetary commitment to provide manpower and equipment. The police and fire departments continue to search out grants for staff and equipment activities. Police and fire budgets for training have been funded at levels sufficient to ensure that the City maintains the highest level of professional expertise in the area of public safety.

Both the operating budget and the capital improvement program continue to address the purchase of new equipment which provides increased productivity.

The 2011 budget combined the functions of Public Works and Parks and included a reduction of staff by eliminating a field supervisor, administrative supervisor and a clerk and yet includes the addition of one waste collector.

Additional positions of real estate agent, building inspector, bus driver and transit service attendant were eliminated. Various vacant positions will not be funded in 2011. The 2011 budget again recommends a zero percent increase for all employees.

One furlough day for all non-represented employees, with the exception of protective services, will be required.

Departments continue to review staffing levels and recommend changes to reflect the needs of the community.

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**ECONOMIC CONDITIONS AFFECTING THE CITY**

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Statements regarding the City's economic conditions can be found in the City's letter of transmittal presented on pages 1-6 of this report.

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**CONTACTING THE CITY'S FINANCIAL MANAGEMENT**

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The City's financial report is designed to provide a general overview of the City's finances and to demonstrate the City's commitment to public accountability. If you have questions about this report or would like to request additional financial information, contact the City of Kenosha Finance Department, 625 - 52nd Street, Kenosha, Wisconsin 53140 or e-mail [finance@kenosha.org](mailto:finance@kenosha.org).

**CITY OF KENOSHA, WISCONSIN**  
**STATEMENT OF NET ASSETS**  
**December 31, 2010**

	<u>Primary Government</u>			<b>Component Units</b>
	<b>Governmental</b>	<b>Business-type</b>	<b>Total</b>	
	<u>Activities</u>	<u>Activities</u>		
<b>ASSETS</b>				
Cash and cash equivalents	\$ 40,093,147	\$ 7,107,235	\$ 47,200,382	\$ 1,835,216
Investments	-	-	-	6,691,481
Restricted assets:				
Cash and cash equivalents	-	1,271,011	1,271,011	724,108
Investments	-	10,759,000	10,759,000	-
Receivables (net of allowance for uncollectibles):				
Property taxes	47,045,854	-	47,045,854	-
Accounts	7,090,422	6,816,120	13,906,542	71,438
Unbilled revenue	-	2,407,825	2,407,825	-
Loans	6,149,196	-	6,149,196	450,000
Special assessments	1,421,483	-	1,421,483	-
Other	214,767	-	214,767	-
Due from other governments	7,571,303	1,741,327	9,312,630	-
Internal balances	5,784,128	(5,784,128)	-	-
Inventories	796,576	776,425	1,573,001	-
Prepays	126,657	-	126,657	-
Other assets	113,458	4,368,949	4,482,407	20,495
Deposits with CVMIC	3,322,820	-	3,322,820	-
Deferred charges – debt issuance costs	1,128,384	-	1,128,384	-
Capital assets:				
Not being depreciated	38,493,780	8,240,242	46,734,022	-
Being depreciated, net	175,326,161	215,474,645	390,800,806	8,852
Total assets	<u>334,678,136</u>	<u>253,178,651</u>	<u>587,856,787</u>	<u>9,801,590</u>
<b>LIABILITIES</b>				
Accounts payable	6,955,987	1,593,265	8,549,252	269,945
Retainage payable	171,371	-	171,371	-
Accrued liabilities	1,050,195	-	1,050,195	71,230
Accrued interest payable	1,287,124	134,540	1,421,664	-
Due to other governments	94,232	-	94,232	-
Unearned revenue	74,812,204	19,085	74,831,289	218
Other	1,421,535	543,892	1,965,427	108,611
Long-term liabilities:				
Due within one year	14,341,691	5,284,510	19,626,201	-
Due in more than one year	165,250,673	23,268,147	188,518,820	-
Total liabilities	<u>265,385,012</u>	<u>30,843,439</u>	<u>296,228,451</u>	<u>450,004</u>
<b>NET ASSETS</b>				
Invested in capital assets, net of related debt	75,979,589	200,148,650	276,128,239	8,852
Restricted for:				
Debt service	-	9,367,228	9,367,228	-
Community development	616,975	-	616,975	-
Police grants	105,150	-	105,150	-
Business parks	862,618	-	862,618	-
Housing program	907	-	907	634,129
Museum				
Nonexpendable	-	-	-	876,345
Expendable	-	-	-	693,082
Unrestricted	(8,272,115)	12,819,334	4,547,219	7,139,178
Total net assets	<u>\$ 69,293,124</u>	<u>\$ 222,335,212</u>	<u>\$ 291,628,336</u>	<u>\$ 9,351,586</u>

The accompanying notes are an integral part of the financial statements.

**CITY OF KENOSHA, WISCONSIN  
STATEMENT OF ACTIVITIES  
Year Ended December 31, 2010**

Functions/Program	Program Revenues				Net (Expense) Revenue and Changes in Net Assets			Component Units
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary government			
					Governmental Activities	Business-type Activities	Total	
Primary government:								
Governmental activities:								
General government	\$ 8,609,900	\$ 3,727,247	\$ 3,666,599	\$ -	\$ (1,216,054)	\$ -	\$ (1,216,054)	
Public safety	53,421,400	4,195,811	489,807	-	(48,735,782)	-	(48,735,782)	
Public services – streets and waste	20,975,175	726,893	5,855,556	2,711,171	(11,681,555)	-	(11,681,555)	
Culture and recreation	14,481,103	1,237,894	1,650,151	-	(11,593,058)	-	(11,593,058)	
Health	3,384,115	-	-	-	(3,384,115)	-	(3,384,115)	
Urban development	2,460,018	302,241	1,863,261	-	(294,516)	-	(294,516)	
Interest on long-term debt	6,540,026	-	-	-	(6,540,026)	-	(6,540,026)	
Total governmental activities	<u>109,871,737</u>	<u>10,190,086</u>	<u>13,525,374</u>	<u>2,711,171</u>	<u>(83,445,106)</u>	<u>-</u>	<u>(83,445,106)</u>	
Business-type activities:								
Water	19,924,141	23,928,891	-	684,804	-	4,689,554	4,689,554	
Storm Water	4,700,249	5,345,582	-	2,654,259	-	3,299,592	3,299,592	
Mass transit	8,137,091	1,307,296	3,982,212	2,873,234	-	25,651	25,651	
Other programs	1,356,206	843,939	-	9,012	-	(503,255)	(503,255)	
Total business-type activities	<u>34,117,687</u>	<u>31,425,708</u>	<u>3,982,212</u>	<u>6,221,309</u>	<u>-</u>	<u>7,511,542</u>	<u>7,511,542</u>	
Total primary government	<u>\$ 143,989,424</u>	<u>\$ 41,615,794</u>	<u>\$ 17,507,586</u>	<u>\$ 8,932,480</u>	<u>(83,445,106)</u>	<u>7,511,542</u>	<u>(75,933,564)</u>	
Component units	<u>\$ 7,882,708</u>	<u>\$ 100,862</u>	<u>\$ 7,908,286</u>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>\$ 126,440</u>
General revenues:								
Property taxes					63,252,292	-	63,252,292	-
Other taxes					946,199	-	946,199	-
General State aids					18,685,078	-	18,685,078	-
Net unrealized gain on investments					-	-	-	269,519
Investment income					303,771	-	303,771	475,938
Transfers					1,068,306	(1,068,306)	-	-
Total general revenues and transfers					<u>84,255,646</u>	<u>(1,068,306)</u>	<u>83,187,340</u>	<u>745,457</u>
Change in net assets					810,540	6,443,236	7,253,776	871,897
Net assets – beginning of year					<u>68,482,584</u>	<u>215,891,976</u>	<u>284,374,560</u>	<u>8,479,689</u>
Net assets – ending					<u>\$ 69,293,124</u>	<u>\$ 222,335,212</u>	<u>\$ 291,628,336</u>	<u>\$ 9,351,586</u>

The accompanying notes are an integral part of the financial statements.

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**CITY OF KENOSHA, WISCONSIN  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
December 31, 2010**

	<b>General</b>	<b>General</b>	<b>Nonmajor</b>	<b>Total</b>
	<b>General</b>	<b>Obligation</b>	<b>Governmental</b>	<b>Governmental</b>
<b>ASSETS</b>	<b>General</b>	<b>Debt Service</b>	<b>Funds</b>	<b>Funds</b>
Cash and cash equivalents	\$ 22,200,829	\$ -	\$ 2,881,020	\$ 25,081,849
Investments	15,011,298	-	-	15,011,298
Receivables (net of allowance for uncollectibles):				
Property taxes	14,763,748	7,381,307	24,900,799	47,045,854
Accounts	3,196,590	593,971	3,295,986	7,086,547
Loans	-	-	6,149,196	6,149,196
Special assessments	788,735	169,993	462,755	1,421,483
Due from other governments	46,685	-	7,524,618	7,571,303
Due from other funds	13,057,776	-	15,950,795	29,008,571
Prepays	21,081	-	105,576	126,657
Advances to other funds	135,456	656,239	3,040,415	3,832,110
<b>Total assets</b>	<b>\$ 69,222,198</b>	<b>\$ 8,801,510</b>	<b>\$ 64,311,160</b>	<b>\$ 142,334,868</b>
 <b>LIABILITIES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 1,730,420	\$ -	\$ 4,430,498	\$ 6,160,918
Accrued liabilities	1,039,593	-	10,602	1,050,195
Retainage payable	-	-	171,371	171,371
Due to other funds	16,861,286	-	6,070,809	22,932,095
Due to fiduciary funds	1,421,535	-	-	1,421,535
Due to other governments	77,079	-	17,153	94,232
Advances from other funds	-	-	3,832,110	3,832,110
Deferred revenue	37,132,980	7,551,300	32,204,121	76,888,401
<b>Total liabilities</b>	<b>58,262,893</b>	<b>7,551,300</b>	<b>46,736,664</b>	<b>112,550,857</b>
<b>Fund balances (deficits):</b>				
<b>Reserved for:</b>				
Encumbrances	-	-	3,112,825	3,112,825
Advances	135,456	656,239	3,040,415	3,832,110
Prepays	21,081	-	105,576	126,657
Delinquent special assessments	788,735	-	-	788,735
<b>Unreserved, designated, reported in:</b>				
General fund	713,675	-	-	713,675
<b>Unreserved, undesignated, reported in:</b>				
General fund – working capital	9,300,358	-	-	9,300,358
Special revenue funds	-	-	2,306,128	2,306,128
Debt service funds	-	593,971	(3,305,421)	(2,711,450)
Capital projects funds	-	-	12,314,973	12,314,973
<b>Total fund balances</b>	<b>10,959,305</b>	<b>1,250,210</b>	<b>17,574,496</b>	<b>29,784,011</b>
<b>Total liabilities and fund balances</b>	<b>\$ 69,222,198</b>	<b>\$ 8,801,510</b>	<b>\$ 64,311,160</b>	<b>\$ 142,334,868</b>

The accompanying notes are an integral part of the financial statements.

**CITY OF KENOSHA, WISCONSIN  
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET  
TO THE STATEMENT OF NET ASSETS  
December 31, 2010**

<b>Total Fund Balances – Governmental Funds</b>	<b>\$ 29,784,011</b>
Amounts reported for governmental activities in the statement of net assets are different because:	
Debt costs of issuance are capitalized at the government-wide level and amortized over the life of the related bonds	1,128,384
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. Those assets consist of:	
Land and land improvements	28,576,487
Land-infrastructure	9,319,028
Construction in progress	598,265
Infrastructure, net of \$222,739,316 in accumulated depreciation	130,752,926
Buildings and improvements, net of \$14,821,631 in accumulated depreciation	35,293,023
Equipment, net of \$23,962,117 in accumulated depreciation	9,280,212
Less: internal service fund capital assets net of accumulated depreciation	(494,892)
Special assessments will be collected in future years, but are not available soon enough to pay for current period's expenditures, and therefore are reported as unearned revenue in the funds	632,748
Loans will be collected in future years, but are not available soon enough to pay for current period's expenditures, and therefore are reported as deferred revenue in the funds	1,443,449
Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due. All liabilities – both current and long-term – are reported in the statement of net assets. Balances at December 31, 2010 are:	
Accrued interest on bonds	(1,287,124)
General obligation bonds	(40,225,628)
Intergovernmental note payable	(108,169)
Promissory notes	(69,945,000)
Unamortized premium on promissory notes	(2,119,725)
Capital appreciation notes	(41,619,869)
Claims payable	(1,266,854)
Net OPEB Obligation	(20,439,154)
Compensated absences	(1,180,564)
Internal service funds are used by management to charge the costs of insurance, engineering services, central garage, and the Civic Center to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net assets	<u>1,171,570</u>
<b>Net assets of governmental activities</b>	<b><u>\$ 69,293,124</u></b>

The accompanying notes are an integral part of the financial statements.

**CITY OF KENOSHA, WISCONSIN**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN BALANCES**  
**GOVERNMENTAL FUNDS**  
**Year Ended December 31, 2010**

	<u>General</u>	<u>General Obligation Debt Service</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
<b>Revenues</b>				
Taxes:				
Property	\$ 35,588,570	\$ 6,854,363	\$ 20,809,359	\$ 63,252,292
Other	946,199	-	-	946,199
Special assessments	-	503,245	83,871	587,116
Intergovernmental revenues	18,690,212	-	13,520,240	32,210,452
Licenses and permits	1,258,585	-	17,262	1,275,847
Fines and forfeitures	1,539,091	-	156,521	1,695,612
Public charges for services	309,205	-	2,793,996	3,103,201
Intergovernmental charges for services	564,924	-	-	564,924
Special charges	457,858	-	-	457,858
Commercial revenue	1,183,378	-	-	1,183,378
Investment income	141,299	15,996	146,476	303,771
Miscellaneous revenue	198,930	-	1,123,220	1,322,150
Total revenues	<u>60,878,251</u>	<u>7,373,604</u>	<u>38,650,945</u>	<u>106,902,800</u>
<b>Expenditures</b>				
Current:				
General government	6,347,344	-	668,585	7,015,929
Public safety	38,690,070	-	7,388,709	46,078,779
Public services – streets and waste	8,369,170	-	-	8,369,170
Culture and recreation	3,320,008	-	8,781,422	12,101,430
Health	3,384,115	-	-	3,384,115
Urban development	-	-	2,460,018	2,460,018
Capital outlay	-	-	17,804,327	17,804,327
Debt service:				
Principal	-	6,206,752	7,501,104	13,707,856
Interest	-	2,215,032	2,724,038	4,939,070
Costs of issuance	-	269,159	-	269,159
Total expenditures	<u>60,110,707</u>	<u>8,690,943</u>	<u>47,328,203</u>	<u>116,129,853</u>
Excess (deficiency) of revenues over expenditures	<u>767,544</u>	<u>(1,317,339)</u>	<u>(8,677,258)</u>	<u>(9,227,053)</u>
<b>Other Financing Sources (Uses)</b>				
Long-term debt issued	-	2,852,513	12,057,487	14,910,000
Premium on long-term debt	-	106,085	-	106,085
Payment of refunded debt	-	(2,700,000)	-	(2,700,000)
Transfers in	2,084,339	1,365,505	1,917,385	5,367,229
Transfers out	(1,962,600)	-	(2,394,234)	(4,356,834)
Total other financing sources and (uses), net	<u>121,739</u>	<u>1,624,103</u>	<u>11,580,638</u>	<u>13,326,480</u>
Net change in fund balances	889,283	306,764	2,903,380	4,099,427
Fund balances – beginning	10,070,022	943,446	14,671,116	25,684,584
Fund balances – ending	<u>\$ 10,959,305</u>	<u>\$ 1,250,210</u>	<u>\$ 17,574,496</u>	<u>\$ 29,784,011</u>

The accompanying notes are an integral part of the financial statements.

**CITY OF KENOSHA, WISCONSIN**  
**RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES,**  
**EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES**  
**Year Ended December 31, 2010**

<b>Net Changes in Fund Balances – Total Governmental Funds</b>	<b>\$ 4,099,427</b>
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation expense \$12,158,807 exceeded capital outlay \$19,049,398 in the current period.	6,890,591
The net effect of transferring various miscellaneous transactions involving capital assets (i.e., sales, trade-ins, and donations) is to decrease net assets.	52,246
Costs of issuance associated with long-term debt are capitalized and amortized over the life of the bonds in the statement of net assets.	(106,732)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	(1,084,441)
Issuance of debt is reported as financing sources in governmental funds and thus contribute to the change in fund balance. In the statement of net assets, however, issuing debt increases long-term liabilities and does not affect the statement of activities. Similarly, repayment of principal is an expenditure in the governmental funds but reduces the liability in the statement of net assets.	
Debt issued:	
General obligation bonds and related premium	(15,016,085)
Repayments:	
General obligation bonds	6,715,373
Intergovernmental Note Payable	54,086
Promissory notes	9,663,910
Under the modified accrual basis of accounting used in the governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. In addition, interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather than as it accrues:	
Net decrease in accrued interest payable	65,784
Amortization of premium on promissory notes	660,345
Accretion of interest on capital appreciation notes	(1,811,084)
Decrease in claims payable	241,256
Increase in net OPEB Obligation	(7,976,075)
Increase in compensated absences	31,827
The net expense of certain activities of internal service funds is reported with governmental activities.	<u>(1,669,888)</u>
<b>Change in net assets of governmental activities</b>	<b><u>\$ 810,540</u></b>

The accompanying notes are an integral part of the financial statements.

**CITY OF KENOSHA, WISCONSIN**  
**Statement of Net Assets**  
**Proprietary Funds**  
**December 31, 2010**

	<u>Business-type Activities – Enterprise Funds</u>					<u>Governmental Activities</u>
	<u>Water Utility</u>	<u>Stormwater Utility</u>	<u>Mass Transit Systems</u>	<u>Nonmajor Enterprise Funds</u>	<u>Total Enterprise Funds</u>	<u>Internal Service Funds</u>
<b>ASSETS</b>						
Current assets:						
Cash and cash equivalents	\$ 7,107,235	\$ -	\$ -	\$ -	\$ 7,107,235	\$ -
Restricted assets:						
Cash and cash equivalents	1,000,000	-	-	-	1,000,000	-
Cash - storm water utility collections	271,011	-	-	-	271,011	-
Investments	10,759,000	-	-	-	10,759,000	-
Deposit with CVMIC	-	-	-	-	-	3,322,820
Accounts receivable, net of allowance for uncollectibles	4,579,156	2,087,233	38,800	110,931	6,816,120	3,875
Dividends receivable	-	-	-	-	-	214,767
Unbilled revenue	2,407,825	-	-	-	2,407,825	-
Due from other governments	-	-	1,741,327	-	1,741,327	-
Inventories	409,761	-	366,664	-	776,425	796,576
Other current assets	105,199	425	902	9,301	115,827	-
Due from other funds	-	98,337	-	565,114	663,451	247,040
Total current assets	<u>26,639,187</u>	<u>2,185,995</u>	<u>2,147,693</u>	<u>685,346</u>	<u>31,658,221</u>	<u>4,585,078</u>
<b>NONCURRENT ASSETS</b>						
Other assets	4,253,122	-	-	-	4,253,122	113,458
Capital assets:						
Not being depreciated	3,330,846	-	860,052	4,049,344	8,240,242	-
Being depreciated, net of accumulated depreciation	156,192,436	34,396,594	22,897,403	1,988,212	215,474,645	494,892
Total noncurrent assets	<u>163,776,404</u>	<u>34,396,594</u>	<u>23,757,455</u>	<u>6,037,556</u>	<u>227,968,009</u>	<u>608,350</u>
Total assets	<u>190,415,591</u>	<u>36,582,589</u>	<u>25,905,148</u>	<u>6,722,902</u>	<u>259,626,230</u>	<u>5,193,428</u>

Continued

The accompanying notes are an integral part of the financial statements.

**CITY OF KENOSHA, WISCONSIN**  
**Statement of Net Assets**  
**Proprietary Funds**  
**December 31, 2010**

	<b>Business-type Activities – Enterprise Funds</b>				<b>Governmental</b>	
	<b>Water</b>	<b>Stormwater</b>	<b>Mass</b>	<b>Nonmajor</b>	<b>Internal</b>	
	<b>Utility</b>	<b>Utility</b>	<b>Transit</b>	<b>Enterprise</b>	<b>Service</b>	
	<b>Utility</b>	<b>Utility</b>	<b>Systems</b>	<b>Funds</b>	<b>Funds</b>	
<b>LIABILITIES</b>						
Current liabilities:						
Accounts payable	\$ 483,146	\$ 398,027	\$ 673,793	\$ 38,299	\$ 1,593,265	\$ 795,069
Accrued interest payable	132,772	-	-	1,768	134,540	-
Claims payable	-	-	-	-	-	2,687,401
Unearned revenue	-	-	-	19,085	19,085	-
Due to other funds	2,872,397	-	1,781,076	1,794,106	6,447,579	539,388
Other liabilities	442,856	70,000	13,461	17,575	543,892	-
Current portion of long-term obligations	5,178,430	-	-	106,080	5,284,510	-
Total current liabilities	<u>9,109,601</u>	<u>468,027</u>	<u>2,468,330</u>	<u>1,976,913</u>	<u>14,022,871</u>	<u>4,021,858</u>
<b>NONCURRENT LIABILITIES</b>						
General obligation bonds payable (net of unamortized discounts and refunding losses)	621,854	-	-	-	621,854	-
Revenue bonds payable	18,006,420	-	-	-	18,006,420	-
Clean Water Fund loan	3,302,166	-	-	-	3,302,166	-
Other postemployment benefits	789,553	-	-	-	789,553	-
Accrued compensated absences	548,154	-	-	-	548,154	-
Total noncurrent liabilities	<u>23,268,147</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>23,268,147</u>	<u>-</u>
Total liabilities	<u>32,377,748</u>	<u>468,027</u>	<u>2,468,330</u>	<u>1,976,913</u>	<u>37,291,018</u>	<u>4,021,858</u>
<b>NET ASSETS</b>						
Invested in capital assets, net of related debt	135,957,045	34,396,594	23,757,455	6,037,556	200,148,650	494,892
Restricted for debt service	9,367,228	-	-	-	9,367,228	-
Unrestricted (deficit)	12,713,570	1,717,968	(320,637)	(1,291,567)	12,819,334	676,678
Total net assets	<u>\$ 158,037,843</u>	<u>\$ 36,114,562</u>	<u>\$ 23,436,818</u>	<u>\$ 4,745,989</u>	<u>\$ 222,335,212</u>	<u>\$ 1,171,570</u>

The accompanying notes are an integral part of the financial statements.

**CITY OF KENOSHA, WISCONSIN**  
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET ASSETS**  
**PROPRIETARY FUNDS**  
**Year Ended December 31, 2010**

	<u>Business-type Activities – Enterprise Funds</u>					<u>Governmental</u>
	<u>Water</u>	<u>Stormwater</u>	<u>Mass</u>	<u>Nonmajor</u>	<u>Total</u>	<u>Internal</u>
	<u>Utility</u>	<u>Utility</u>	<u>Transit</u>	<u>Enterprise</u>	<u>Enterprise</u>	<u>Service</u>
	<u>Utility</u>	<u>Utility</u>	<u>Systems</u>	<u>Funds</u>	<u>Funds</u>	<u>Funds</u>
Operating revenues:						
Charges for services	\$ 20,301,043	\$ 5,345,582	\$ 1,243,422	\$ 814,186	\$ 27,704,233	\$ 19,086,092
Miscellaneous	3,481,494	-	63,874	29,753	3,575,121	-
Total operating revenues	<u>23,782,537</u>	<u>5,345,582</u>	<u>1,307,296</u>	<u>843,939</u>	<u>31,279,354</u>	<u>19,086,092</u>
Operating expenses:						
General and administrative	4,435,017	252,859	4,661,946	594,396	9,944,218	18,319,413
Operations and maintenance	9,363,188	3,288,614	2,046,276	542,390	15,240,468	2,279,039
Depreciation and amortization	4,807,622	1,131,762	1,420,999	212,252	7,572,635	49,816
Total operating expenses	<u>18,605,827</u>	<u>4,673,235</u>	<u>8,129,221</u>	<u>1,349,038</u>	<u>32,757,321</u>	<u>20,648,268</u>
Operating income (loss)	<u>5,176,710</u>	<u>672,347</u>	<u>(6,821,925)</u>	<u>(505,099)</u>	<u>(1,477,967)</u>	<u>(1,562,176)</u>
Nonoperating revenues (expenses):						
Investment income	146,354	-	-	-	146,354	-
Interest expense	(1,230,922)	-	-	(7,168)	(1,238,090)	(165,623)
Federal and state subsidies	-	-	3,982,212	-	3,982,212	-
Loss on disposal of capital assets	-	(27,014)	(7,870)	-	(34,884)	-
Miscellaneous	(87,392)	-	-	-	(87,392)	-
Total nonoperating revenues (expenses), net	<u>(1,171,960)</u>	<u>(27,014)</u>	<u>3,974,342</u>	<u>(7,168)</u>	<u>2,768,200</u>	<u>(165,623)</u>
Increase (decrease) in net assets before capital contributions and transfers	4,004,750	645,333	(2,847,583)	(512,267)	1,290,233	(1,727,799)
Capital contributions	684,804	2,654,259	2,873,234	9,012	6,221,309	-
Transfers in	-	-	1,426,584	451,809	1,878,393	84,207
Transfers out	(2,058,043)	(888,656)	-	-	(2,946,699)	(26,296)
Increase (decrease) in net assets	<u>2,631,511</u>	<u>2,410,936</u>	<u>1,452,235</u>	<u>(51,446)</u>	<u>6,443,236</u>	<u>(1,669,888)</u>
Net assets – beginning of year	<u>155,406,332</u>	<u>33,703,626</u>	<u>21,984,583</u>	<u>4,797,435</u>	<u>215,891,976</u>	<u>2,841,458</u>
Net assets – ending	<u>\$ 158,037,843</u>	<u>\$ 36,114,562</u>	<u>\$ 23,436,818</u>	<u>\$ 4,745,989</u>	<u>\$ 222,335,212</u>	<u>\$ 1,171,570</u>

The accompanying notes are an integral part of the financial statements.

**CITY OF KENOSHA, WISCONSIN  
STATEMENT OF CASH FLOWS  
PROPRIETARY FUNDS  
Year Ended December 31, 2010**

	<b>Business-type Activities – Enterprise Funds</b>					<b>Governmental Activities</b>
	<b>Water Utility</b>	<b>Stormwater Utility</b>	<b>Mass Transit Systems</b>	<b>Nonmajor Enterprise funds</b>	<b>Total Enterprise funds</b>	<b>Internal Service Funds</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>						
Receipts from customers	\$ 23,416,999	\$ 4,606,916	\$ 1,333,502	\$ 834,154	\$ 30,191,571	\$ -
Receipts from interfund services provided	-	-	-	-	-	20,214,154
Payments to suppliers	(9,696,451)	(3,409,302)	(3,277,739)	(514,481)	(16,897,973)	(2,333,178)
Payments to employees	(4,126,020)	(252,859)	(4,661,946)	(594,396)	(9,635,221)	(17,749,012)
Net cash provided by (used in) operating activities	<u>9,594,528</u>	<u>944,755</u>	<u>(6,606,183)</u>	<u>(274,723)</u>	<u>3,658,377</u>	<u>131,964</u>
<b>CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES</b>						
Transfer from other funds	-	-	1,426,584	451,809	1,878,393	84,207
Transfer to other funds	(1,809,526)	(888,656)	-	-	(2,698,182)	(26,296)
Principal paid on noncapital debt	(63,780)	-	-	-	(63,780)	-
Interest paid on noncapital debt	(29,273)	-	-	-	(29,273)	-
Miscellaneous receipts	23,000	-	-	-	23,000	-
Subsidies from federal and state grants	-	-	5,189,866	-	5,189,866	-
Net cash provided by (used in) noncapital and related financing activities	<u>(1,879,579)</u>	<u>(888,656)</u>	<u>6,616,450</u>	<u>451,809</u>	<u>4,300,024</u>	<u>57,911</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>						
Purchases of capital assets	(4,086,374)	(2,710,359)	(2,883,501)	(81,104)	(9,761,338)	(24,252)
Special assessments collected	(8,961)	-	-	-	(8,961)	-
Proceeds from sale of capital assets	30,784	-	-	-	30,784	-
Principal paid on capital debt	(4,997,319)	-	-	(86,360)	(5,083,679)	-
Interest paid on capital debt	(1,245,577)	-	-	(9,622)	(1,255,199)	(443,830)
Capital contributions by others	-	2,654,260	2,873,234	-	5,527,494	-
Net cash used in capital and related financing activities	<u>(10,307,447)</u>	<u>(56,099)</u>	<u>(10,267)</u>	<u>(177,086)</u>	<u>(10,550,899)</u>	<u>(468,082)</u>

Continued

The accompanying notes are an integral part of the financial statements.

**CITY OF KENOSHA, WISCONSIN  
STATEMENT OF CASH FLOWS  
PROPRIETARY FUNDS  
Year Ended December 31, 2010**

	Business-type Activities – Enterprise Funds					Governmental Activities
	Water Utility	Stormwater Utility	Mass Transit Systems	Nonmajor Enterprise funds	Total Enterprise funds	Internal Service Funds
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>						
Sale of Investments	3,470,000	-	-	-	3,470,000	-
Purchase of Investments	(3,400,000)	-	-	-	(3,400,000)	-
Interest and dividends received	165,519	-	-	-	165,519	278,207
Net cash used in investing activities	235,519	-	-	-	235,519	278,207
Net decrease in cash	(2,356,979)	-	-	-	(2,356,979)	-
<b>CASH AND CASH EQUIVALENTS – BEGINNING OF YEAR</b>	10,735,225	-	-	-	10,735,225	-
<b>CASH AND CASH EQUIVALENTS – END OF YEAR</b>	\$ 8,378,246	\$ -	\$ -	\$ -	\$ 8,378,246	\$ -
<b>RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>						
Operating income (loss)	\$ 5,176,710	\$ 672,347	\$ (6,821,925)	\$ (505,099)	\$ (1,477,967)	\$ (1,562,176)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:						
Depreciation expense	4,807,622	1,131,762	1,420,999	212,252	7,572,635	49,816
Loss on disposal of capital assets	39,553	-	-	-	39,553	-
Changes in assets and liabilities:						
Accounts receivable	(306,379)	(82,490)	12,993	(109,976)	(485,852)	-
Unbilled revenues	(55,970)	-	-	-	(55,970)	-
Other current assets	(3,189)	-	-	-	(3,189)	-
Other assets	-	-	-	(726)	(726)	(154,111)
Inventories	(15,723)	-	6,787	-	(8,936)	35,078
Accounts payable	85,691	(120,688)	573,143	31,927	570,073	521,028
Other liabilities	88,624	70,000	13,461	-	172,085	611,563
Unearned revenue	-	(398)	(247)	(5,410)	(6,055)	-
Compensated absences	(17,549)	-	-	-	(17,549)	-
Other postemployment benefits	261,957	-	-	-	261,957	-
Due from other funds	-	(98,337)	-	(9,543)	(107,880)	132,554
Due to other funds	(466,819)	(627,441)	(1,811,394)	111,852	(2,793,802)	498,212
Total adjustments	4,417,818	272,408	215,742	230,376	5,136,344	1,694,140
Net cash provided by (used in) operating activities	\$ 9,594,528	\$ 944,755	\$ (6,606,183)	\$ (274,723)	\$ 3,658,377	\$ 131,964
Noncash investing, capital and financing activities:						
Interest accrued on special assessments	\$ 4,086	\$ -	\$ -	\$ -	\$ 4,086	\$ -
Capital contributions from developers	684,804	-	-	-	684,804	-
Capital assets financed by other funds	-	-	-	-	41,851	-

The accompanying notes are an integral part of the financial statements.

**CITY OF KENOSHA, WISCONSIN  
STATEMENT OF FIDUCIARY NET ASSETS  
FIDUCIARY FUNDS  
December 31, 2010**

	<b>Private- Purpose Trust Funds</b>	<b>Agency Funds</b>
<b>ASSETS</b>		
Cash and cash equivalents	\$ 29,855	\$ 51,909,912
Loans receivable	54,407	-
Accounts receivable	-	29,929
Property tax receivable	-	45,058,727
Due from other funds	841,784	579,751
Total assets	<u>926,046</u>	<u>\$ 97,578,319</u>
 <b>LIABILITIES</b>		
Accounts payable	784,483	201,517
Other liabilities	-	408,163
Unearned revenue	54,407	-
Due to other taxing districts	-	96,968,639
Total liabilities	<u>838,890</u>	<u>\$ 97,578,319</u>
 <b>NET ASSETS</b>		
Held in trust for other purposes	<u>\$ 87,156</u>	

The accompanying notes are an integral part of the financial statements.

**CITY OF KENOSHA, WISCONSIN  
STATEMENT OF CHANGES IN FIDUCIARY NET ASSETS  
FIDUCIARY FUNDS  
Year Ended December 31, 2010**

	<b>Private- Purpose Trust <u>Fund</u></b>
<b>Additions:</b>	
Investment income	\$ 239
Contributions	<u>109,935</u>
Total additions	<u>110,174</u>
 <b>Deductions:</b>	
Program	<u>149,754</u>
Change in net assets	(39,580)
 <b>NET ASSETS, BEGINNING OF YEAR</b>	 <u>126,736</u>
 <b>NET ASSETS, END OF YEAR</b>	 <u>\$ 87,156</u>

The accompanying notes are an integral part of the financial statements.

**CITY OF KENOSHA, WISCONSIN  
COMBINING STATEMENT OF NET ASSETS  
COMPONENT UNITS  
December 31, 2010**

	<u>Housing Authority</u>	<u>Kenosha Public Library Foundation</u>	<u>Kenosha Public Museum Foundation</u>	<u>Total</u>
<b>ASSETS</b>				
Cash and cash equivalents	\$ 625,128	\$ 48,606	\$ 1,161,482	\$ 1,835,216
Restricted cash and cash equivalents	724,108	-	-	724,108
Investments	25,198	203,333	6,462,950	6,691,481
Receivables (net of allowance for uncollectibles):				
Accounts	11,438	-	60,000	71,438
Note	-	-	450,000	450,000
Other assets	-	-	20,495	20,495
Capital assets:				
Being depreciated, net	<u>8,852</u>	<u>-</u>	<u>-</u>	<u>8,852</u>
Total assets	<u>1,394,724</u>	<u>251,939</u>	<u>8,154,927</u>	<u>9,801,590</u>
<b>LIABILITIES</b>				
Accounts payable	19,945	-	250,000	269,945
Accrued liabilities	71,230	-	-	71,230
Unearned revenue	218	-	-	218
Other	<u>108,611</u>	<u>-</u>	<u>-</u>	<u>108,611</u>
Total liabilities	<u>200,004</u>	<u>-</u>	<u>250,000</u>	<u>450,004</u>
<b>NET ASSETS</b>				
Invested in capital assets, net of related debt	8,852	-	-	8,852
Restricted:				
Expendable:				
Civil War Museum	-	-	177,981	177,981
Museum capital improvements	-	-	513,603	513,603
Friends of the Museum	-	-	1,498	1,498
Housing program	634,129	-	-	634,129
Nonexpendable:				
Museum endowments	-	-	875,000	875,000
Memorial endowments	-	-	1,345	1,345
Unrestricted	<u>551,739</u>	<u>251,939</u>	<u>6,335,500</u>	<u>7,139,178</u>
Total net assets	<u>\$ 1,194,720</u>	<u>\$ 251,939</u>	<u>\$ 7,904,927</u>	<u>\$ 9,351,586</u>

The accompanying notes are an integral part of the financial statements.

Accounts Payable  
Accounts Receivable  
Payroll  
Purchasing  
Risk Management



Main Line: (262) 653-4180  
FAX: (262) 653-4190  
Email: [finance@kenosha.org](mailto:finance@kenosha.org)

**Carol L. Stancato**  
**Director of Finance**

CITY OF KENOSHA  
DEPARTMENT OF FINANCE  
625 - 52nd STREET  
KENOSHA, WISCONSIN 53140

TO: Whom It May Concern

FROM: Carol L. Stancato, Director of Finance 

SUBJECT: City of Kenosha Federal Tax ID Number

DATE: October 27, 2011

It is my understanding that the City of Kenosha is applying for a Fund for Lake Michigan grant and that the city's federal ID number is required. Please be advised that our Federal Tax ID Number is 39-6005481.

**Shelly A. Billingsley, P.E.**, Deputy Director of Engineering, Department of Public Works, City of Kenosha, for the Stormwater Utility, Parks and Environmental Divisions, will be administrating the Fund for Lake Michigan Grant along with maintaining its administrative record. Mrs. Billingsley has performed similar functions for the City of Kenosha EPA Brownfields Assessment Funds, EPA Great Lakes Restoration Initiative, Wisconsin Coastal Management, and DNR Site Assessment Grants. Mrs. Billingsley has been with the City of Kenosha Department of Public Works since February 2003.

**Julie L. Kinzelman, PhD, MT (ASCP)**

**Current Position: Research Scientist/Laboratory Director**

- Education:** Ph.D. Microbiology/Public Health - University of Surrey, Robens Centre for Public and Environmental Health, Guildford, UK (2005)  
M.S. Clinical Laboratory Sciences – UW Milwaukee, College of Health Sciences, Milwaukee, WI (2002)  
Supervisory Management Certificate – UW Milwaukee, Management Institute, Milwaukee, WI (1990)  
B.S. Medical Technology – UW Parkside, Kenosha, WI (1984)  
(Minor in Biological Sciences)
- Employment:** UW Parkside, Department of Geosciences/Environmental Studies; 2007 to present  
Associate Lecturer  
Courses:
- ENV5 495 – Seminar in Environmental Studies
  - GEOS 106 – Great Lakes Water Resources
  - Bioscience 403 – Applications in Aquatic Microbiology and Public Health
- City of Racine Health Department Laboratory, Racine, WI; 1990 to present
- Research Scientist/Laboratory Director – 7/2007 to present
  - Interim Laboratory Director – 2005
  - Lab Tech II - Microbiology/Technical Supervisor [CLIA Highly Complex Laboratory], 1990 – 2007
- UW Milwaukee, College of Health Sciences, Milwaukee, WI; 1991, 1992  
Associate Clinical Professor – Applied Clinical Chemistry
- Chem-Bio Corporation, Oak Creek, WI (Damon Laboratories); 1985 - 1990
- Assistant Laboratory Manager [Director, Human Resources]
  - Education Coordinator [Clinical Site, UW-Milwaukee CLS program]
  - General Supervisor
  - R&D Technologist
  - Medical Technologist – generalist
- Consulting (USA):** Alliance for the Great Lakes, Chicago, IL  
Earth-Tech (AECOM), Milwaukee, WI  
University of Wisconsin-Parkside, Kenosha, WI  
Bay Lake Regional Planning Commission, Green Bay, WI  
Post, Buckley, Schuh, and Jernigan, Inc. (PBS & J), Houston, TX  
Wilmette Park District, Wilmette, IL  
City of Kenosha, WI

**Grants/Projects:** *Implementation of Mitigation Strategies at Sanitary Survey Evaluated Beaches in Wisconsin* G. Kleinheinz (P.I.) and J. Kinzelman (co-P.I.), \$1,073,630, Great Lakes Restoration Initiative (2011 – 2014)

*USEPA BEACH Act Implementation Funds\** (Year 9), City of Racine Health Department, \$6,818, WI DNR Grant (2010)

*Baseline Assessment of Water Quality in Support of the Root River Watershed Restoration Plan*, J. Kinzelman (P.I.), \$175,140, WI Energies - Fund for Lake Michigan (2011 – 2012)

*Scientific Meeting Grant*, £300, Society for Applied Microbiology (June 2010)

*Evaluation of Rapid Bacteriological Analytical Methods for Use as Fecal Indicators of Beach Contamination*, J. Kinzelman (P.I.) \$85,000, US EPA (Solicitation #EP-11-5-000032-1) (2011 – 2012)

*Monitoring of non point source pollutants in the Pike River Watershed and along Lake Michigan's coast line in the City of Kenosha*, Shelly Billingsley (P.I.), J. Kinzelman and A. Koski (co – P.I.s), \$34,738, Wisconsin Coastal Management Program (2011 – 2012)

*Beach Sanitary Survey Project for Northeast Wisconsin*. J. Kinzelman (Consultant/Project Manager); Bay Lake Regional Planning Commission, \$52,113 (2010 – 2013)

*Comprehensive Sanitary Survey Project for High Risk Wisconsin Beaches – Southern WI (Milwaukee County south to the WI/IL border). (Project 2 of 2 State-wide)*, J. Kinzelman (P.I.) and G. Kleinheinz (co-P.I.), \$250,000, Great Lakes Restoration Initiative (2010 – 2013)

*Comprehensive Sanitary Survey Project for High Risk Wisconsin Beaches – Northern WI (Project 1 of 2 State-wide)*, G. Kleinheinz (P.I.) and J. Kinzelman (co-P.I.), \$250,000, Great Lakes Restoration Initiative (2010 – 2013)

*Building Beach Manager's Capacity for Using Rapid Tools*, Michigan Department of Environment and Natural Resources, \$228,337 (J. Kinzelman, sub-contractor), Great Lakes Restoration Initiative (2010 – 2011)

*Establishment of Regional Rapid Microbial Analysis Test Facilities for More Responsive Water Quality Monitoring*, G. Kleinheinz (P.I.) and J. Kinzelman (co-P.I.), \$225,000, Great Lakes Restoration Initiative (2010 – 2011)

*Harris County, Texas Secondary Contact Recreational Water QPCR Study*, J. Kinzelman (Subcontractor/P.I.), R. Bushon, S. Dorevitch, and R. Noble (co-PIs); Post, Buckley, Schuh, and Jernigan, Inc. (PBS & J, an Atkins Company), \$21,000 (2010)

*USEPA BEACH Act Implementation Funds\** (Year 8), City of Racine Health Department, \$7,948, WI DNR Grant (2010)

*Quantitative-PCR for Rapid Indicator Measurement and Evaluation (Q-PRIME)*, J. Kinzelman (P.I.), R. Bushon, S. Dorevitch, and R. Noble (co-PIs), \$300,000, WERF (PATH7R09-16) (2010)

*Articulation Task Force - Future in the Water Generation*, J. Kinzelman (project partner), Development of water-related programming in the fields of applied science and environmental microbiology, \$2,000, UW-Parkside (2009/2010)

*Investigating Non-point Pollution Sources Impacting Grant Park Beach, South Milwaukee*, J. Kinzelman (P.I.), \$10,000, City of South Milwaukee (2009)

*USEPA BEACH Act Implementation Funds\** (Year 7), City of Racine Health Department, \$7,225, WI DNR Grant (2009)

*Identifying and Accounting for Potential NPS Contributions in Ambient Waters by QPCR*. J. Kinzelman (P.I.), \$29,117, WI Coastal Management Program (2009/2010)

*Development of a Tool for Predicting and Reducing Bacterial Contamination at Great Lakes Beaches*, A. Mednick (WI DNR) and J. Kinzelman (City of Racine) (co P.I.), \$40,295, WI Coastal Management Program (2009/2010)

*Utilizing Native Vegetation to Address Environmental Concerns at North Beach*, City of Racine Departments of Health and Parks/Recreation/Cultural Services, \$1,500, Racine Community Foundation (2008)

*USEPA BEACH Act Implementation Funds\** (Year 6), City of Racine Health Department, \$11,600, WI DNR Grant (2008) \*Additional EPA funding for QPCR study

*Seasonal and Multi-parameter Expansion of the Root River Baseline Assessment within the City of Racine*, J. Kinzelman (P.I.), \$9,431, Root-Pike Watershed Initiative Network (2008/2009)

*Improving Water Quality through Seasonal Assessments, Education, and Non-Point Source Pollution Controls*, J. Kinzelman & J. Maki (co-P.I.), \$29,562, WI Coastal Management Program (2008/2009)

*Impacts of Climate Change on the Environment – Effects of Extreme Weather Events on Water Quality*, J. Kinzelman (P.I.), \$1000, UW-Parkside/WCMP (2007/2008)

*Baseline Assessment of Root River Water Quality within the City of Racine*, J. Kinzelman (P.I.), \$7,236, Root-Pike Watershed Initiative Network (2007)

*USEPA BEACH Act Implementation Funds* (Year 5), City of Racine Health Department, \$6,600, WI DNR Grant (2007)

*Beach Sanitary Surveys for Wisconsin's Great Lakes*, N. Richmond (P.I., WI DNR), J. Kinzelman (co-P.I., RHD), and G. Kleinheinz (co-P.I., UW-Oshkosh), \$109,000, US EPA Great Lakes National Program Office/WI DNR (2007)

*Determination of Ambient Indicator Levels in Fresh Water Environments by Real-Time PCR*, J. Kinzelman (P.I.), \$20,137, WI DNR (2007)

*Evaluation of Real-time, Quantitative PCR as a Method to Determine Pollutant Loading*, J. Kinzelman (P.I.), \$21,940, Wisconsin Coastal Management Program (2006)

*USEPA BEACH Act Implementation Funds* (Year 4), City of Racine Health Department, \$5,875, WI DNR Grant (2006)

*Development of a Wisconsin Public Health Laboratory Network*, Madison Department of Public Health (lead agency) and Racine Health Department Laboratory et al. (partner agencies), \$49,234, Wisconsin Partnership Program/2005 Collaboration Planning Grant (2006/2007)

*Evaluation of the Nuisance Algae Cladophora and its Effect on E. coli and Beach Closures*, G. Kleinheinz and C. McDermott (P.I.) and J. Kinzelman et al. (A. I.), \$325,000, National Oceanic and Atmospheric Administration Sea Grant Program (2006)

Participant laboratory: *USEPA Multi-laboratory Evaluation of a Real-Time QPCR Assay for Enterococci in Bathing Waters*, USEPA (2005-2007)

*USEPA BEACH Act Implementation Funds* (Year 3), City of Racine Health Department, \$5,500, WI DNR Grant (2005)

*Characterization of Escherichia coli in Beach Sands*, J. Skalbeck (P.I.) and J. Kinzelman (co-P.I.), \$20,000, Wisconsin Coastal Management Program (2005)

*Vegetating a Coastal Storm Sewer Outlet for the Improvement of Lake Michigan Surface Water Quality*, J. Kinzelman (P.I.), \$550, Sustainable Neighborhood Partnership Grant (2004)

*USEPA BEACH Act Implementation Funds* (Year 2), City of Racine Health Department, \$5,459, WI DNR Grant (2004)

*The Impact of Vegetation on Recreational Water Quality - Targeted Remediation*, Racine, WI, J. Kinzelman (P.I.), C. Evans & J. Skalbeck (co-Investigators), Wisconsin Department of Environmental Health, \$3330 (2004)

*Evaluation of the Interaction between Bacteriological and Environmental Factors Influencing the Surface Water Quality of Lake Michigan*, Racine, Wisconsin, J. Kinzelman (P.I.), S. McLellan (co-Investigator), SC Johnson Fund Grant, \$53,000 (2003/2004/2005)

*Spatial Distribution and Host Source Determination of the Indicator Organism Escherichia coli at North and Zoo Beaches*, Racine, WI, J. Kinzelman (P.I.), S. McLellan (co-Investigator), SC Johnson Fund Grant, \$65,600 (2003/2004/2005)

*Occurrence of pathogens in avian fecal pollution and correlation with beach closing events*, cities of Milwaukee & Racine, WI, S. McLellan (P.I.), J. Kinzelman, J. Sedmak, A Singh (co-Investigators), NIH Academic Research Enhancement Award (AREA) Grant #1-R15-ES012421-01, \$147,000 (2003/2004/2005)

*USEPA BEACH Act Implementation Funds*, City of Racine Health Department, \$11,600, WI DNR Grant (2003)

*Evaluation of the English Street Storm Sewer Outfall and Surrounding Sediments as a Point Source of Pollution to Lake Michigan*, Racine, WI, J. Kinzelman (P.I.) - Root-Pike Watershed Initiative Network, \$2500 (2003)

*Relationship of mechanical grooming depth to bacterial density*, Racine, WI, J. Kinzelman (P.I.) - UW-Milwaukee Student Research Grant, \$150 (2002)

*Effects of Mechanical Grooming on Bacterial Densities in Sand & Surface Water at North Beach, Racine, Wisconsin*, J. Kinzelman (P.I.) - Root-Pike Watershed Initiative Network, \$9236 (2002)

*Microbiological and Molecular Examination of Recreational Water and Sediments at North Beach, Racine, Wisconsin*, cities of Milwaukee & Racine, J. Kinzelman, S. McLellan, C. Ng, R. Bagley, S. Gradus (co-Investigators), WI DNR SE Region, \$76,600 (2001)

*Use of the IDEXX Colilert® Quanti-Tray/2000 as a More Rapid & Simple Enumeration Method for the Detection of E. coli in Recreational Waters, cities of Milwaukee & Racine, WI, J. Kinzelman, A Singh, C. Ng, R. Bagley, S. Gradus (co-Investigators), USEPA EMPACT Grant # 98-NCERQA-S1, \$35,000 (1999/2000)*

**Zimbra**

sbillingsley@kenosha.org

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**RE: Questions re: Fund for Lake Michigan Proposal**

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**From :** Vicki Elkin <[vicki@fundforlakemichigan.org](mailto:vicki@fundforlakemichigan.org)>

Fri, Nov 11, 2011 05:25 PM

**Subject :** RE: Questions re: Fund for Lake Michigan Proposal**To :** Shelly Billingsley <[sbillingsley@kenosha.org](mailto:sbillingsley@kenosha.org)>**Cc :** Julie Kinzelman <[Julie.Kinzelman@cityofracine.org](mailto:Julie.Kinzelman@cityofracine.org)>, Katie Whaples <[kwhaples@kenosha.org](mailto:kwhaples@kenosha.org)>

Dear Shelly,

This is extremely helpful. Thanks so much to you and the team for pulling this information together on short notice.

Best wishes,

Vicki Elkin

**Vicki Elkin**  
**Program Director, Fund for Lake Michigan**  
Arabella Advisors  
*Strategic Guidance for Effective Philanthropy*

c/o Greater Milwaukee Foundation  
101 W. Pleasant Street, Suite 210  
Milwaukee, WI 53212  
Ph: 414-336-7045  
[vicki@fundforlakemichigan.org](mailto:vicki@fundforlakemichigan.org)

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**From:** Shelly Billingsley [<mailto:sbillingsley@kenosha.org>]  
**Sent:** Friday, November 11, 2011 4:23 PM  
**To:** Vicki Elkin  
**Cc:** Julie Kinzelman; Katie Whaples  
**Subject:** Re: Questions re: Fund for Lake Michigan Proposal

Ms. Elkin

Julie and I have put together the following information for the clarification between the Wisconsin Coastal Management and the Fund for Lake Michigan Proposal. If you have any questions please let me know.

1. The weekly baseline samples proposed in the WCMP grant are for a limited time period (4 months, 2 of which have elapsed due to the delay in funding). Since the Pike River has not been monitored to any great extent since 1975 the opportunity to collect additional data will be additive rather than duplicative. For May – June 2012, samples would be collected, once weekly, using WCMP funding. The proposed start date for the FLM weekly sampling is July 2012, picking up where the other project leaves off. In the event we are granted a no cost extension on the WCMP grant due to the delayed award the samples would be collected on different days of the week using the 2 different funding streams and would overlap for no more than 2 months. Sampling sites will be synced between the two grants for consistency.
2. The WCMP grant provides funding for event-based monitoring, i.e. dry weather (3 days with no rain) and wet weather (> 0.635 CM or >80% percentile of the discharge amount within 24 hrs). The FLM grant is for routine weekly samples which may or may not capture this important information since samples are collected on the same day each week for the duration of the study. Dry weather elevations indicate potential sanitary sources while spikes due to rain events can pinpoint locations where stormwater BMPS would be indicated.
3. The FLM grant allows us to expand phosphorous testing and include other key site assessment tools such as biotic

indexing, stream bank assessments, decision trees, etc.

4. The WCMP grant provides for the testing of direct stormwater discharge within the City of Kenosha w/c is outside the scope of the FLM proposal.

5. The WCMP grant provides for a minimal amount of source tracking, where indicated, on municipal infrastructure. The FLM grant provides different information through the use of the sonde, i.e. continuous data at the mouth of the Pike River and its impacts on Great Lakes coastal water quality (additive to the GLRI grant).

In addition, the City is requesting the funding through the Fund for Lake Michigan to assemble a comprehensive database of site characteristics and water quality data. This project will help inform decision makers of the Pike River Watershed Restoration Plan by Root-Pike WIN on a large scale effort. This funding will also expand into stream bank erosion assessments, decision trees and site surveys for the stations, assembling of the database for water quality data and to provide continual water quality data regarding bulk chemical and physical properties.

Sincerely  
Shelly

Shelly Billingsley, P.E.  
Assistant City Engineer  
Stormwater Utility / Parks  
City of Kenosha  
Direct: (262) 653-4149  
Fax: (262) 653-4056  
www.kenosha.org  
sbillingsley@kenosha.org

----- Original Message -----

From: "Vicki Elkin" <vicki@fundforlakemichigan.org>  
To: sbillingsley@kenosha.org  
Cc: "Danielle Vermeer" <danielle.vermeer@arabellaadvisors.com>  
Sent: Thursday, November 10, 2011 11:01:37 AM  
Subject: Questions re: Fund for Lake Michigan Proposal

Dear Shelly,

First let me thank you for taking the time to prepare a full proposal for consideration by the Fund for Lake Michigan.

Our team has been reviewing your proposal and has some questions for you. According to your total budget for this project is \$258,384. It looks like that number includes \$74,354 from the Wisconsin Coastal Management Program and in kind support from the City of Kenosha. Could you explain what the Coastal Management grant and corresponding contribution from the City is for? How does that work fit in with the proposal to the Fund for Lake Michigan? Is there overlap?

Thanks in advance for your response. Please get back to me by Monday if possible.

Best wishes,

Vicki

**Vicki Elkin**  
**Program Director, Fund for Lake Michigan**  
Arabella Advisors  
*Strategic Guidance for Effective Philanthropy*

c/o Greater Milwaukee Foundation  
101 W. Pleasant Street, Suite 210  
Milwaukee, WI 53212  
Ph: 414-336-7045  
[vicki@fundforlakemichigan.org](mailto:vicki@fundforlakemichigan.org)

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**Engineering Division**  
Shelly Billingsley, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Parks Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

**DEPARTMENT OF PUBLIC WORKS**  
**Michael M. Lemens, P.E., Director**

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

April 4, 2012

To: G. John Ruffolo, Chairman  
Public Works Commission

Anthony Nudo, Chairman  
Stormwater Utility Commission

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

Cc: Michael Orth, Chairman  
Park Commission

Anthony Kennedy  
District 10

Subject: ***Shagbark Recreational Trail Development and Grant***

**BACKGROUND INFORMATION**

With the adoption of the 2011 Comprehensive Outdoor Recreation Plan (CORP) staff submitted a Stewardship Grant to develop a trail system within the property designated by the Shagbark Detention Basin. This property was identified as a location where a designated crushed limestone trail system could enable community residents to fully utilize the site for recreational purposes as well as outdoor educational opportunities for the adjacent schools.

The Park Division has received the following funding to complete this work (a copy of the grants is attached):

- Shagbark Park Trail Development from the Acquisition and Development of Local Parks Grant \$213,610.00 (\$106,805.00 Grant and \$106,805.00 CIP)
- Shagbark Park Trail Development from the Recreational Trails Act \$32,000 (\$16,000 Grant and \$16,000 CIP)

Please find attached the sections of the CORP that covered Shagbark Area as a "Conservancy Park" and the proposed Improvement options. SAA has submitted a task order to the Park Commission to complete this work as part of the overall 2012 Master Contract that was approved by the Park Commission in January (task order is attached).

**RECOMMENDATION**

Informational / Discussion Only – No Action Required

## Shagbark Park

### Park Description

Shagbark Park is a 48.31 acre park located on 39<sup>th</sup> Avenue north of Washington Road near Mary D Bradford High School. The site is primarily used for stormwater retention but offers potential for additional recreational use.



### Site Analysis Summary

#### Existing Facilities

- 2 large detention areas (one wet, one dry)
- Large berm separating detention areas
- Concrete weir structures (one with pedestrian bridge)

#### Issues:

- No parking except for Union lot, or park at high school and cross at mid-block
- Sledding only allowed on one side

#### Improvement Options:

- Park sign
- Mid-block crossing from high school parking lot (and formalized agreement with KUSD to use the parking lot during non-school hours)
- Additional uses: running track, dog park, rugby field (or lacrosse), (see Image CS-2)
- Formalize access to north slope for sledding
- Increase trail network to connect to other public sites include Bullen Middle School and the city nursery (initiate nature based education utilizing these adjacent sites)
- Install prairie management area for naturalization and educational purposes

### Program Details

#### Programs and Events

- Winter sledding

#### Revenue Generators

- None

#### Maintenance Program

- Mowing, stormwater

### Improvement Estimate and Site Images

Park sign: \$5,000  
 Mid-block crossing: \$10,000  
 Field striping and mobile goals: \$4,000/field  
 Prairie management area: \$25,000  
 Trail network: \$42,750 mulch (2850');  
 \$280,000 limestone (8000')

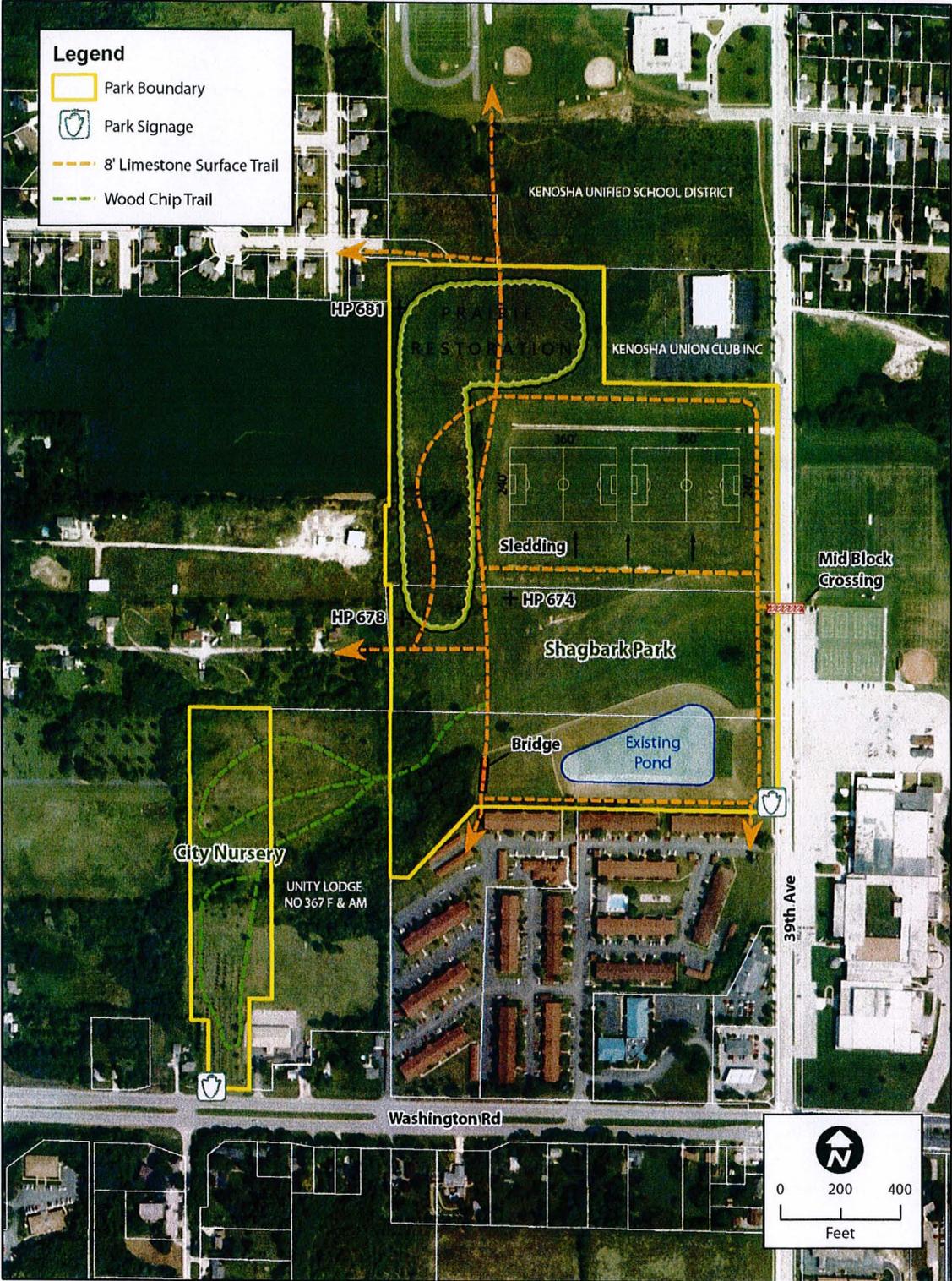
Drainageway



People are currently using the site for walking (and dog walking)



Image CS-2: Conceptual Facilities Development at Shagbark Park



## TASK ORDER #6 - SCOPE OF SERVICES

### Tasks to be completed:

1. **Site Survey and Basemap Compilation**  
SAA will acquire and assemble site survey and infrastructure drawings to be provided by the city. All existing topographic information to be analyzed at a one foot contour level. All existing pavement, structures, edge of water, storm sewer, water service, electrical service, and sanitary sewer information must be provided in the detailed topographic survey provided to SAA.
2. **Meeting #1: Design Program and Coordination**  
SAA will hold one meeting with city staff to coordinate limits of construction (loop and spur trail system, prairie restoration, and site grading), design parameters, constraints, and permitting requirements.
3. **Preliminary Design**  
SAA will prepare design development drawings for the limits of the project to include trail/path layout including bench pads, bridge, grading, native landscaping restoration, demolition plans, erosion control,. The new trail/path will connect to adjacent land uses as well as establish future connections to the city nursery and the school property to the north.
4. **Meeting #2: Design Review**  
SAA will attend one meeting with city staff to review preliminary engineering drawings. Digital copies (pdf) of the plans will be submitted to the city for review one week prior.
5. **Construction Document Bid Set Preparation**  
SAA will prepare bid documents to be let publicly in the summer/fall of 2012. Bid documents to include detailed construction plans and project specifications (city standards to be utilized with SAA Special Provisions). Final documents to be provided to the city in print ready digital format.
6. **Prepare Cost Estimate**  
SAA will assemble a detailed estimate of probable construction costs based upon the final construction documents.
7. **Permitting**  
SAA will complete the required DNR WRAPP (NOI) permit and submit to the review agency prior to plans being let for bidding. Permitting fees will be paid by SAA and submitted for reimbursement to the city. All local permitting (erosion control, stormwater, and road crossing improvement) will be completed by the city unless otherwise requested of SAA.

### Deliverables:

Final project deliverables will include the following:

- One (1) 11x17 inch preliminary plan set for the review meeting (Meeting #2)
- One (1) 8.5x11 inch final estimate of probable construction costs
- One (1) copy of submitted permits (digital format)
- One (1) CD/DVD containing final copy-ready construction documents and estimate of probable construction costs (native format and PDF)

Shagbark Park CDs

**Schedule:**

SAA is prepared to begin work on the project on or about May 1, 2012 and will complete the project by August 1, 2012.

**Fee:**

In consideration of the preceding scope of services, SAA proposes a fixed fee, including expenses of \$20,910.

**Notice:** Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

<b>Grantee/Project Sponsor</b>		<b>Project Number</b>	
City of Kenosha		S-ADLP3-12-1134 (RTA-530-12)	
<b>Project Title</b>			
City of Kenosha - Shagbark Park Development			
<b>Period Covered by This Agreement</b>		<b>Name of Program</b>	
March 5, 2012 Through June 30, 2014		Acquisition and Development of Local Parks	
<b>Project Scope and Description of Project</b>			
<p>The City of Kenosha proposes to develop an 8' limestone surface hiking trail at their Shagbark Park and has requested Stewardship grant assistance. Other project items will include engineering, site preparation and grading, pedestrian bridge, native landscaping, and miscellaneous equipment and signage. The planned trail will provide connection to adjacent schools and sledding hill. Note: Project also assisted with RTA.</p>			
<b>PROJECT FINANCIAL ASSISTANCE SUMMARY:</b>		The following documents are hereby incorporated into and made part of this agreement:	
<b>Total Project Cost</b>	\$213,610.00	1. <i>Chapter NR 51, Wisconsin Administrative Code</i>	
<b>Cost-Share Percentage</b>	50%	2. <i>Application Dated 07/15/2011</i>	
<b>State Aid Amount</b>	\$106,805.00		
<b>Project Sponsor Share</b>	\$106,805.00		

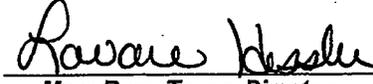
- b. All regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction.
- c. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.
- d. The Sponsor agrees to provide engineer stamped bridge plans prior to construction.
- e. All existing overhead utility services if feasible shall be buried and any new utility services provided through this project must be installed underground.
- f. The sponsor shall implement and maintain proper soil erosion and sediment control best management (BMPs) practices during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the Wisconsin Stormwater Technical Standards available via the internet at <http://dnr.wi.gov/runoff/stormwater/techstds.htm>. BMPs shall be properly installed, and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, etc.) shall be removed once the construction site has undergone final stabilization. Construction sites associated with land disturbing activities over one acre and grading sites of 10,000 sq. ft., or more on the bank of a navigable waterway require an erosion control and stormwater management plan prepared by the sponsor. Construction sites disturbing one or more acres of land require coverage under a construction site stormwater discharge permit prior to commencing any land disturbing construction activity.
- g. The Sponsor agrees to display a sign at the site acknowledging funding through the Knowles-Nelson Stewardship Program and Wisconsin Department of Natural Resources.
- h. Stormwater permits are required if grading >1 acre, and filling or grading in wetlands requires a Corps of Engineers & DNR permits.

Check here if you request advance payment totaling \$53,402.50

*The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.*

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
FOR THE SECRETARY

By   
(Signature)  
Director of Public Works  
(Title)

By   
for Mary Rose Teves, Director  
Bureau of Community Financial Assistance

3-14-12  
(Date)

March 5, 2012  
(Date)

**Notice:** Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

<b>Grantee/Project Sponsor</b>  City of Kenosha	<b>Project Number</b>  RTA-530-12 (S-ADLP3-12-1134)								
<b>Project Title</b>  City of Kenosha - Shagbark Park Trail Development									
<b>Period Covered by This Agreement</b>  March 5, 2012 Through June 30, 2014	<b>Name of Program</b>  Recreational Trails Act								
<b>Project Scope and Description of Project</b>  The City proposes to develop an accessible 8 ft. crushed limestone trails (approx 8,261 lf). The overall project also includes bridge crossing, native landscaping and prairie restoration, and park benches. Trails will connect to adjacent schools and sledding hill. Note: Project also assisted with state Stewardship funds									
<b>PROJECT FINANCIAL ASSISTANCE SUMMARY:</b>	The following documents are hereby incorporated into and made part of this agreement:								
<table> <tr> <td><b>Total Project Cost</b></td> <td style="text-align: right;">\$32,000.00</td> </tr> <tr> <td><b>Cost-Share Percentage</b></td> <td style="text-align: right;">50%</td> </tr> <tr> <td><b>State Aid Amount</b></td> <td style="text-align: right;">\$16,000.00</td> </tr> <tr> <td><b>Project Sponsor Share</b></td> <td style="text-align: right;">\$16,000.00</td> </tr> </table>	<b>Total Project Cost</b>	\$32,000.00	<b>Cost-Share Percentage</b>	50%	<b>State Aid Amount</b>	\$16,000.00	<b>Project Sponsor Share</b>	\$16,000.00	<ol style="list-style-type: none"> <li><b>Chapter NR 50, Wisconsin Administrative Code</b></li> <li><b>Application Dated</b></li> </ol>
<b>Total Project Cost</b>	\$32,000.00								
<b>Cost-Share Percentage</b>	50%								
<b>State Aid Amount</b>	\$16,000.00								
<b>Project Sponsor Share</b>	\$16,000.00								

- b. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.
- c. All regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction.
- d. In connection with the performance of work under this agreement, the sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, arrest or conviction record or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, 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 sponsor further agrees to take affirmative action to ensure equal employment opportunities.
- e. The sponsor shall implement and maintain proper soil erosion and sediment control best management (BMPs) practices during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the Wisconsin Stormwater Technical Standards available via the internet at <http://dnr.wi.gov/runoff/stormwater/techstds.htm>. BMPs shall be properly installed, and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, etc.) shall be removed once the construction site has undergone final stabilization. Construction sites associated with land disturbing activities over one acre and grading sites of 10,000 sq. ft., or more on the bank of a navigable waterway require an erosion control and stormwater management plan prepared by the sponsor. Construction sites disturbing one or more acres of land require coverage under a construction site stormwater discharge permit prior to commencing any land disturbing construction activity.
- f. This grant is funded through a grant from the US Department of Transportation, Federal Highway Administration under the Recreational Trails Program authorized under Section 1112 of the Transportation Efficiency Act for the 21st Century which amended 23 USC 206. This procurement will be subject to regulations set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project. This procurement shall be subject to the regulations contained Section 20.219, Recreational Trails Program, of the Catalog of Federal Domestic Assistance, <http://www.cfda.gov>. The grantee shall maintain the financial information and dated records used in the preparation or support of the cost submission for the grant in effect on the date of execution for this grant until three years after the final voucher has been approved by the Federal Highway Administration. The department, US Department of Transportation, or their agents, or any of their duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The grantee shall provide proper facilities for such access and inspection. In addition, they shall have access to all records which relate to any dispute, appeal, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken.
- g. Stormwater permits are required if grading >1 acre, and filling or grading in wetlands requires a Corps of Engineers & DNR permits.

*The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.*

By   
 (Signature)  
 Director of Public Works  
 (Title)

3-14-12  
 (Date)

STATE OF WISCONSIN  
 DEPARTMENT OF NATURAL RESOURCES  
 FOR THE SECRETARY

By   
 Mary Rose Teves, Director  
 Bureau of Community Financial Assistance

3-5-2012  
 (Date)



STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

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

SOIL EROSION SPECIALIST  
CHRIS PAGELS

into 2

**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

April 4, 2012

To: Anthony Nudo, Chairman  
Stormwater Utility Committee

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

A handwritten signature in black ink that reads 'Shelly Billingsley'.

Subject: INFORMATIONAL ITEM - *2011 Annual Report for WPDES Permit Compliance*

**BACKGROUND INFORMATION**

The Kenosha Stormwater Utility staff has submitted the 2011 Annual Report to the DNR for permit compliance. This report is required to be made open to the public therefore it has been placed on the SWU webpage and is available for viewing in the Public Works Administration Office.

We have completed the 2011 Dry Weather Screening as part of this submittal as noted on the submittal letter.

**RECOMMENDATION**

Informational Only – No Action Required.



**STREET DIVISION**  
JOHN H. PRIJIC  
SUPERINTENDENT

**ASSISTANT CITY ENGINEER**  
SHELLY BILLINGSLEY, P.E.

**SOIL EROSION SPECIALIST**  
CHRIS PAGELS

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

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

March 30, 2012

DNR Service Center  
Attn: Pete Wood  
9531 Rayne Road, Suite 4  
Sturtevant, Wisconsin 53177

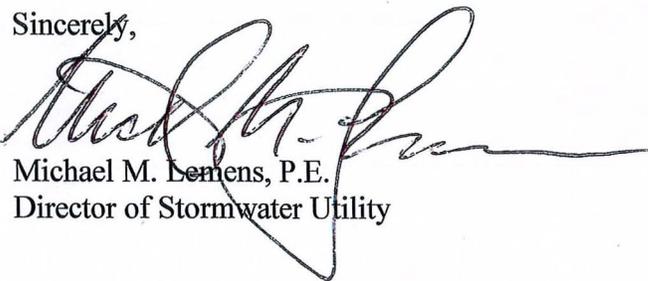
**SUBJECT:** Annual Report under MS4 General Permit

Dear Pete Wood:

Please find the enclosed Annual Report under the City of Kenosha's MS4 General Permit No. WI-S050075-1. I have also included a copy of our updated storm sewer system map and the 2011 Dry Weather Screening Report for your review.

If you have any questions please contact Shelly Billingsley at (262) 653-4149

Sincerely,



Michael M. Lemens, P.E.  
Director of Stormwater Utility

Cc: Shelly Billingsley  
Cathy Honeyager

**Due by March 31, 2012**

**Notice:** Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (DNR) by March 31 of each year to report on activities for the previous calendar year. This form is being provided by the DNR for the user's convenience. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

This form is for reporting on activities undertaken in calendar year 2011.

**Instructions:** Complete each section of the form that follows. If additional space is needed to respond to a question, attach additional pages. Provide descriptions that explain the program actions taken to comply with the general permit. Complete and submit the annual report by March 31, 2012, to the appropriate address indicated on the last page of this form.

Name of Municipality City of Kenosha		Facility ID No. (FIN) 31157	
Mailing Address 625 52nd Street, Room 305	City Kenosha	State WI	Postal Code 53140
County(s) in which Municipality is located Kenosha	Type of Municipality: (check one) <input type="checkbox"/> County <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> Other (specify)		
Name of Municipal Contact Person Michael M. Lemens, P.E.		Title Director of Stormwater Utility	
Mailing Address 625 52nd Street, Room 305	City Kenosha	State WI	Postal Code 53140
E-mail Address mlemens@kenosha.org	Telephone No. (include area code) 262-653-4149	Fax No. (include area code) 262-653-4056	
<i>I hereby certify that I am an authorized representative of the municipality covered under MS4 General Permit No. WI-S050075-1 for which this annual report is being submitted and that the information contained in this document and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.</i>			
Authorized Representative Printed Name Michael M. Lemens, P.E.		Authorized Representative Title Director of Public Works / Stormwater Utility	
Authorized Representative Signature		Date Signed	
E-mail Address mlemens@kenosha.org	Telephone No. (include area code) 262-653-4149	Fax No. (include area code) 262-653-4056	

a. Describe what efforts the municipality has undertaken to invite the municipal governing body, interest groups, and the general public to review and comment on the annual report.

The City of Kenosha has the annual reports available on the Kenosha Stormwater Utility website and they are available for viewing in the Office of Public Works at the Municipal Office Building.

b. Describe how elected and municipal officials and appropriate staff have been kept apprised of the municipal storm water discharge permit and its requirements.

The Kenosha Stormwater Utility has held numerous meetings with the Stormwater Utility Committee regarding permit requirements. The Stormwater Utility will be continuing to hold employee training sessions to train staff on various requirements of the permit.

c. Has the municipality prepared its own municipal-wide storm water management plan?  Yes  No

If yes, title and date of storm water management plan:  
We will be working on one in 2012 which will be finalized in 2013

d. Has the municipality entered into a written agreement with another municipality or a contract with another entity to perform one or more of the conditions of the general permit as provided under Section 2.10 of the general permit?  Yes  No

If yes, describe these cooperative efforts:  
The City has an intergovernmental agreement with the Town of Bristol for the public education, outreach and public involvement portion of the permit requirements. This outlines the City as a cooperating municipality in the Southeastern Wisconsin Clean Water Network to promote the "Keep Our Waters Clean" project. Shelly Billingsley, Director of Engineering, has been an active member of the network since its implementation.

e. Does the municipality have an internet website?  Yes  No

If yes, provide web address:  
kenosha.org or kenosha.org/departments/swu/index.html  
It is the City's intent to upgrade this webpage however it has taken low priority due to the staffing levels over the past year.

If the municipality has an internet website, is there current information about or links provided to the MS4 general permit and/or the municipality's storm water management program?  Yes  No

If yes, provide web address:  
kenosha.org or kenosha.org/departments/swu/index.html

a. Minimum Control Measures: For each of the permit conditions listed below, provide a description of the status of implementation of program elements, the status of meeting measurable goals, and compliance with permit schedule in section 3 of the MS4 general permit. Provide an evaluation of program compliance with the general permit, the appropriateness of identified best management practices, and progress towards achieving identified measurable goals. Be specific in describing the actions that have been taken during the reporting year to implement each permit condition and whether measurable goals have been met, including any data collected to document a measurable goal. Also, explain the reasons for any variations from the compliance schedule in the MS4 general permit.

- Public Education and Outreach

The Stormwater Utility has continued to promote public education and involvement. The Stormwater Utility is continuing to develop a more user friendly website which has taken a lower priority due to staffing. The stormwater utility upon finalization of the information will have links to other websites.

The Stormwater Utility has been involved with and taken part in the Kenosha Expo, Food Folks and Spokes, Earth Day and other educational days at local schools and church groups. The Stormwater Utility continues to utilize the "Watershed, Nonpoint Source, Stormwater Pollution and Prevention Enviroscape" as a tool in aiding the community's understanding of stormwater.

The Stormwater Utility is an active member of the Southeastern Wisconsin Clean Water Network.

- Public Involvement and Participation

The Stormwater Utility purchased and community groups installed approximately 300 storm drain markers which state "NO DUMPING, DRAINS TO LAKE Kenosha Stormwater Utility: We have a Stake in our Lake".

The Stormwater Utility has also developed a bioswale and rain garden at two public locations. These sites were planted in the fall of 2010 and have been successfully maintained by a consultant and volunteers. This has increased the community's knowledge of stormwater related issues as well as those visiting the sites.

- Illicit Discharge Detection and Elimination

The Stormwater Utility has responded to approximately 2 spills with 1 being a discharge in 2011. The stormwater utility is continuing to refine the procedures as the Utility responds to these situations. Copies of all reports generated have been forwarded to Pete Wood with the DNR.

- Construction Site Pollutant Control

The Stormwater Utility's Construction site pollutant control ordinance was adopted by the City in October 2008. The Stormwater Utility has decided to manage the permitting and reporting through the City's system. There have been 1,961 inspections in 2011, 390 violations and 80 complaints.

- Post-Construction Storm Water Management

The Stormwater Utility's Post Construction Stormwater Management Ordinance was adopted in October 2008. In 2011 the Stormwater Utility issued approximately 7 permits.

- Pollution Prevention

The Stormwater Utility has continued to maintain the three baffle boxes that were installed in 2009. The Stormwater Utility is continuing to revise the Compost Site SWPPP and the Waste Division SWPPP.

b. Storm Water Quality Management: Has the municipality completed a pollutant-loading analysis to assess compliance with the 20% TSS reduction developed urban area performance standard?  Yes  No

If yes, provide the following: Model used WinSLAMM Version 9.2 Reduction (%) 20%

If no, include a description of any actions the municipality has undertaken during 2011 to help achieve the 20% standard.

Has the municipality completed an evaluation of all municipal owned or operated structural flood control facilities to determine the feasibility of retrofitting to increase TSS removal?  Yes  No If yes, describe:

The Stormwater Utility continues to inspect the City owned facilities and will be working on the evaluation more thoroughly through our Stormwater Management Plan process.

c. Best Management Practices Maintenance: Does the municipality have a maintenance program for installed storm water best management practices?  Yes  No

If yes, describe the maintenance program. If available, attach any additional information on the maintenance program.

The City does inspect all of the City owned facilities and maintenance agreement BMP's once a year. If work needs to be completed staff will send a work order to our Street Division for maintenance issues or a letter to a property owner will be sent if it involves a privately owned facility (no notices have been needed)

d. Storm Sewer System Map: Describe any changes or updates to the storm sewer system map made in the reporting year. Provide an updated map if any changes occurred during the reporting year.

The Storm Sewer System Map is continuing to be refined and researched. The Stormwater Utility will be updating this map continuously.

a. Provide a fiscal analysis that includes the annual expenditures for 2011, and the budget for 2011 and 2012. A table to document fiscal information is provided on page 6.

b. What financing/fiscal strategy has the municipality implemented to finance the requirements of the general permit?

Storm water utility  General fund  Other \_\_\_\_\_

c. Are adequate revenues being generated to implement your storm water management program to meet the permit requirements?  Yes  No

Please provide a brief summary of your financing/fiscal strategy and any additional information that will assist the Department in understanding how storm water management funds are being generated to implement and administer your storm water management program.

Attached is a copy of the City's Stormwater Utility Ordinance which outlines how the City determines the Equivalent Hydraulic Unit (EHU) which is used to determine each individual's user fee.

The fiscal analysis for 2011 expenditures has not been completed so the amounts listed in the enclosed report are an estimate based on the best available information at the time of this report.

**Note: If an ordinance listed below has previously been submitted and has not been amended since that time, a copy does not need to be submitted again. If the ordinance was previously submitted, indicate such in the space provided.**

a. As of the date of this annual report, has the municipality adopted a construction site pollutant control ordinance in accordance with subsection 2.4.1 of the general permit?  Yes  No If yes, attach copy or provide web link to ordinance:

[www.kenosha.org/departments/court/ordinances/2012GeneralOrds.pdf](http://www.kenosha.org/departments/court/ordinances/2012GeneralOrds.pdf)

b. As of the date of this annual report, has the municipality adopted a post-construction storm water management ordinance in accordance with subsection 2.5.1 of the general permit?  Yes  No If yes, attach copy or provide web link to ordinance:

[www.kenosha.org/departments/court/ordinances/2012GeneralOrds.pdf](http://www.kenosha.org/departments/court/ordinances/2012GeneralOrds.pdf)

c. As of the date of this annual report, has the municipality adopted an illicit discharge detection and elimination ordinance in accordance with subsection 2.3.1 of the general permit?  Yes  No If yes, attach copy or provide web link to ordinance:

[www.kenosha.org/departments/court/ordinances/2012GeneralOrds.pdf](http://www.kenosha.org/departments/court/ordinances/2012GeneralOrds.pdf)

d. As of the date of this annual report, has the municipality adopted any other ordinances it has deemed necessary to implement a program under the general permit (e.g., pet waste ordinance, leaf management/yard waste ordinance, parking restrictions for street cleaning, etc.)?  Yes  No If yes, attach copy or provide web link to ordinance:

The City does have a yardwast management ordinance included in Chapter 5 under Recycling. This ordinance requires residents to bring their yardwaste to the compost facility or during 8 weeks in the Fall and 4 weeks in the Spring they are allowed to place their yardwast in City approved biodegradable bags curbside where it will be collected by Stormwater Utility crews.

[www.kenosha.org/departments/court/ordinances/2012GeneralOrds.pdf](http://www.kenosha.org/departments/court/ordinances/2012GeneralOrds.pdf)

e. Provide a summary of available information on the number and nature of inspections and enforcement actions conducted during the reporting period to ensure compliance with the ordinances described in a. to d. above.

The Stormwater Utility has staffed an Erosion Control Specialist, who in 2011 completed approximately 2,430 inspections.



**SECTION VIII. Water Quality Concerns**

a. Does any part of the MS4 discharge to an outstanding resource water (ORW) or exceptional resource water (ERW) listed under s. NR 102.10 or 102.11, Wis. Adm. Code? (A list of ORWs and ERWs may be found on the Department's Internet site at: <http://dnr.wi.gov/org/water/wm/wqs/orwerw/>)  Yes  No If yes, list:

b. Does any part of the MS4 discharge to an impaired waterbody listed in accordance with section 303(d)(1) of the federal Clean Water Act, 33 USC § 1313(d)(1)(C)? (A list of the most current Wisconsin impaired waterbodies may be found on the Department's Internet site at: <http://dnr.wi.gov/org/water/wm/wqs/303d/303d.html>)  Yes  No If yes, complete the following:

- Impaired waterbody to which the MS4 discharges:

Lake Michigan at Eichelman Beach, Simmon's Island Beach, Pennoyer Park Beach and the Pike River.

- Description of actions municipality has taken to comply with section 1.5.2 of the MS4 general permit for discharges of pollutant(s) of concern to an impaired waterbody:

The Stormwater Utility has partnered with Julie Kinzelman, City of Racine Health Department, to conduct sanitary beach surveys within the City of Kenosha as a part of the Great Lakes Restoration Initiative grant program. Julie Kinzelman, City of Racine Health Department, is the lead on the project.

The Stormwater Utility also was awarded a Great Lakes Restoration Initiative grant to install Best Management Practices in the Pennoyer Beach Outfall drainage area. The City's tentative schedule is to have the infiltration basin, sedimentation vault and bioswales operating by July, 2012.

The Stormwater Utility has received a Wisconsin Coastal Management Grant and Fund for Lake Michigan grant to complete a monitoring program of the Pike River as previous monitoring has shown this to be a source of bacterial contamination. The grants seek to monitor upstream reaches of the Pike River to identify areas that are contributing to poor water quality.

c. Identify any known water quality improvements in the receiving water to which the MS4 discharges during the reporting period.

City is designing the Pennoyer Beach Infiltration Basin which will be operational in 2012.

d. Identify any known water quality degradation in the receiving water to which the MS4 discharges during the reporting period and what actions are being taken to improve the water quality in the receiving water.

None known

**SECTION IX. Proposed Program Changes**

a. Describe any proposed changes to the storm water management program being contemplated by the municipality for 2012 and the schedule for implementing those changes. Proposed program changes must be consistent with the requirements of the general permit.



Fiscal Analysis Table. Complete the fiscal analysis table provided below.

Program Element	Annual Expenditure	Budget		Source of Funds
		2011	2012	
Public Education and Outreach	\$57,410	\$54,771	\$51,140	\$ amount of the annual budget for the program is estimated as Fiscal Year 2011 expenditures and 2012 expenditures is based on 2011 expenditures and 2012 expenditures
Public Involvement and Participation	\$75,997	\$85,845	\$82,455	\$ amount of the annual budget for the program is estimated as Fiscal Year 2011 expenditures and 2012 expenditures is based on 2011 expenditures and 2012 expenditures
Illicit Discharge Detection and Elimination	\$442,904	\$544,542	\$541,713	\$ amount of the annual budget for the program is estimated as Fiscal Year 2011 expenditures and 2012 expenditures is based on 2011 expenditures and 2012 expenditures
Construction Site Pollutant Control	\$72,871	\$77,720	\$70,290	\$ amount of the annual budget for the program is estimated as Fiscal Year 2011 expenditures and 2012 expenditures is based on 2011 expenditures and 2012 expenditures
Post-Construction Storm Water Management	\$276,973	\$428,090	\$404,740	\$ amount of the annual budget for the program is estimated as Fiscal Year 2011 expenditures and 2012 expenditures is based on 2011 expenditures and 2012 expenditures
Pollution Prevention	\$1,335,154	\$1,430,171	\$1,477,946	\$ amount of the annual budget for the program is estimated as Fiscal Year 2011 expenditures and 2012 expenditures is based on 2011 expenditures and 2012 expenditures
Storm Water Quality Management (including pollutant-loading analysis)	\$1,321,470	\$1,296,832	\$1,285,850	\$ amount of the annual budget for the program is estimated as Fiscal Year 2011 expenditures and 2012 expenditures is based on 2011 expenditures and 2012 expenditures
Storm Sewer System Map	\$30,231	\$36,692	\$34,400	\$ amount of the annual budget for the program is estimated as Fiscal Year 2011 expenditures and 2012 expenditures is based on 2011 expenditures and 2012 expenditures
Other	\$1,231,250	\$1,622,940	\$1,899,760	\$ amount of the annual budget for the program is estimated as Fiscal Year 2011 expenditures and 2012 expenditures is based on 2011 expenditures and 2012 expenditures

Ashland	Langlade	DNR Service Center 1701 N. 4th Street Superior, WI 54880 Phone: (715) 392-7988	Adams	Marathon	DNR Service Center 5301 Rib Mountain Rd. Wausau, WI 54401 Phone: (715) 359-4522	
Barron	Lincoln		Buffalo	Monroe		
Bayfield	Oneida		Clark	Portage		
Burnett	Polk		Crawford	Trempealeau		
Douglas	Price		Jackson	Vernon		
Florence	Rusk		Juneau	Wood		
Forest	Sawyer		La Crosse			
Iron	Taylor					
	Vilas					
	Washburn		Chippewa	Pepin		DNR Service Center
			Dunn	Pierce		890 Spruce St.
			Eau Claire	St. Croix		Baldwin, WI 54002
						Phone: (715) 684-2914

Brown	Marquette	DNR Northeast Region 2984 Shawano Ave. Green Bay, WI 54313 Phone: (920) 662-5100	Columbia	Jefferson	DNR South Central Region 3911 Fish Hatchery Rd. Fitchburg, WI 53711 Phone: (608) 275-3266
Calumet	Menominee		Dane	LaFayette	
Door	Oconto		Dodge	Richland	
Fond du Lac	Outagamie		Grant	Rock	
Green Lake	Shawano		Green	Sauk	
Kewaunee	Waupaca		Iowa		
Manitowoc	Waushara				
Marinette	Winnebago				

Kenosha	Sheboygan	DNR Service Center 141 NW Barstow Street, Room 180 Waukesha, WI 53188 (262) 574-2100			
Milwaukee	Walworth				
Ozaukee	Washington				
Racine	Waukesha				

April 9, 2012

TO: Anthony Nudo  
Stormwater Utility Committee Chairman

FROM: Shelly Billingsley, P.E.  
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 #10-1131 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)** – Work is schedule to begin in April (1 and 6)
- Project #11-1127 MacWhyte Water Quality Basin** – [Cicchini] The pond is complete but the contract will remain open until seed germination. Contractor has been notified that additional seeding will be required around the basin. (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)** –waiting approval of the contract by City of Racine. (1 and 4)
- Project #12-1136 Pike River Monitoring (Fund for Lake Michigan Grant)** – Recommend approval of the contract with the City of Racine Health Department. (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** – (32<sup>nd</sup> Ave: 55<sup>th</sup> St to 52<sup>nd</sup> St; 33<sup>rd</sup> Ave: 55<sup>th</sup> St to 52<sup>nd</sup> St; 27<sup>th</sup> Ave: 35<sup>th</sup> St to 33<sup>rd</sup> St; 60<sup>th</sup> Ave: 82<sup>nd</sup> St to 80<sup>th</sup> 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 60<sup>th</sup> Street Resurfacing: 8<sup>th</sup> Ave to 22<sup>nd</sup> 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)
- Project #12-1420 Shagbark Trail Development** – Staff is recommending design work be completed by SAA as outlined in the Stewardship Grant (10)
- Project #12-1133 Tree Pruning** – Staff is recommending approval of contract (Citywide)
- Design Work-** Staff is working on the following projects:  
Sump Pump Priorities, SWPPP Updates, Website Design, 2012 Dry Weather Screening, GPS Data Forms, 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.