

**AGENDA
STORMWATER UTILITY
COMMITTEE**

**MONDAY, JULY 7, 2014
ROOM 202
5:30 P.M.**

***Patrick Juliana, Chairman
Scott N. Gordon, Vice Chairman
Steve Bostrom***

***Eric Hugaard
Rhonda Jenkins
Jan Michalski***

Approval of minutes of regular meeting held on June 16, 2014.

1. Approval of Grant Agreement between the State of Wisconsin Department of Administration Division of Intergovernmental Relations Wisconsin Coastal Management Program and City of Kenosha Public Works. *(also referred to Finance Committee)*
2. Resolution by Finance Committee – To Amend the City of Kenosha Capital Improvement Program for 2014 by Increasing SW10-003 “Pollution Prevention” in the Amount of \$35,000 with Outside Funding from a Wisconsin Coastal Management Grant in the Amount of \$35,000 for a Net Change of \$0. *(also referred to Finance Committee)*
3. Professional Services Agreement with Ruckert-Mielke for Storm Sewer Illicit Discharge Inspection.

INFORMATIONAL: Project Status Report

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF STORMWATER UTILITY COMMITTEE

ALDERMAN COMMENTS

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

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE 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.

STORMWATER UTILITY COMMITTEE
- MINUTES -

MONDAY, JUNE 16, 2014
5:30 P.M.

Patrick Juliana, Chairman
Scott N. Gordon, Vice Chairman
Steve Bostrom

Eric Haugaard
Rhonda Jenkins
Jan Michalski

The regular meeting of the Stormwater Utility Committee was held on Monday, June 16, 2014 in Room 202 of the Municipal Building. The following members were present: Chairman Patrick Juliana, Vice Chairman Scott N. Gordon, Aldermen Steve Bostrom, Eric Haugaard, Rhonda Jenkins, and Jan Michalski. The meeting was called to order at 5:58pm. Staff members in attendance were Mike Lemens and Shelly Billingsley.

Approval of minutes of regular meeting held on June 2, 2014.

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

1. Amendment to Professional Services Agreement with Ruckert/Mielke, Inc. for Storm Water System Analysis.
It was moved by Alderman Gordon, seconded by Alderman Michalski to approve. Motion passed 6-0.
2. Disbursements for the month of May 2014.
It was moved by Alderman Michalski, seconded by Alderman Jenkins to approve. Motion passed 6-0.

INFORMATIONAL: Project Status Report

ADJOURNMENT - There being no further business to come before the Stormwater Utility Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 6:02pm.



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER
CATHY AUSTIN, P.E.
ASSISTANT CITY ENGINEER
KILE KUHLMEY
SOIL EROSION SPECIALIST

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

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

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

June 26, 2014

To: Patrick Juliana, Chairman
Stormwater Utility Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Deputy Director of Public Works / City Engineer

CC: Eric Haugaard
District 1

Subject: *Approval of Grant Agreement between the State of Wisconsin Department of Administration Division of Intergovernmental Relations Wisconsin Coastal Management Program and City of Kenosha Public Works.*

BACKGROUND INFORMATION

Staff requested a Wisconsin Coastal Management grant to complete another round of 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. Combining the results of these studies will provide the City overall monitoring data for the Lake and the River and the impacts of both on the community.

RECOMMENDATION

Approval of Grant Agreement between the State of Wisconsin Department of Administration Division of Intergovernmental Relations Wisconsin Coastal Management Program and City of Kenosha Public Works.



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR

MIKE HUEBSCH
SECRETARY

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

June 18, 2014

Shelly Billingsley
Deputy Director of Public Works
City of Kenosha Public Works
625 52nd Street, Room 305
Kenosha, WI 53140

Dear Ms. Billingsley:

RE: Wisconsin Coastal Management Program Grant Agreement No. AD149883-015.05

Congratulations! Your request for funds has been approved. Enclosed is one copy of the proposed grant agreement between City of Kenosha Public Works and the Department of Administration (DOA), Division of Intergovernmental Relations. Your award is subject to the conditions described in Attachments A and B of the Award. If your grant amount is over \$100,000, you are required to complete and return federal form CD-512, "Certification Regarding Lobbying." Please sign the grant agreement (including all attachments), and form CD-512 (if applicable) and return them within 20 days of receipt to:

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

You will receive one signed copy of the agreement, along with the DOA purchase order covering this agreement. The Coastal Management Grant agreement will become effective on the date of the DOA signing.

Please review all the materials carefully and distribute them to the appropriate members of your organization. We look forward to a close and complementary working relationship with you. If we may be of further assistance, please call me at (608) 267-7982.

Sincerely,

Michael Friis, Manager
Wisconsin Coastal Management Program

Enclosures

cc: Ed Eberle, Administrator
Division of Intergovernmental Relations

Todd Breiby, Program and Policy Analyst
Wisconsin Coastal Management Program

**GRANT AGREEMENT
BETWEEN THE

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

AND

CITY OF KENOSHA PUBLIC WORKS**

THIS AGREEMENT is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **CITY OF KENOSHA PUBLIC WORKS** ("Grantee"). This agreement is complete and valid as of the date signed by the Administrator of the Division of Intergovernmental Relations, and will end on **June 30, 2015** unless extended by mutual agreement.

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

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

WHEREAS, the Grantee has submitted an Application for the identified Program and the State, in reliance upon the representations set forth in the Application, approved an award to the Grantee in the amount of **Thirty-Five Thousand Dollars (\$35,000.00)** and the Grantee agrees to provide **Eighty-Seven Thousand Three Hundred Dollars (\$87,300.00)** for eligible activities herein described; and

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

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

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

CITY OF KENOSHA PUBLIC WORKS

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

BY: _____
Michael M. Lemens

BY: _____
Ed Eberle

TITLE: Director of Public Works

TITLE: Administrator

DATE: _____

DATE: _____

GENERAL TERMS AND CONDITIONS

ARTICLE 1. REVIEW AND KEY PERSONNEL

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

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

ARTICLE 2. APPLICABLE LAW AND FEDERAL REQUIREMENTS

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

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

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

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

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

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

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

ARTICLE 4. SCOPE OF WORK AND BUDGET

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

ARTICLE 5. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be for the period **July 1, 2014 through June 30, 2015** (the "Performance Period").

ARTICLE 6. SUBLET OR ASSIGNMENT OF AGREEMENT

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

ARTICLE 7. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

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

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

ARTICLE 8. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

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

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

ARTICLE 9. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

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

ARTICLE 10. TERMINATION AT WILL

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

ARTICLE 11. TERMINATION FOR NONAPPROPRIATION

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

ARTICLE 12. CANCELLATION FOR CAUSE

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

ARTICLE 13. FAILURE TO PERFORM

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

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

ARTICLE 14. PUBLICATIONS

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

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

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

ARTICLE 15. ENTIRE AGREEMENT AND AMENDMENT

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

ARTICLE 16. SEVERABILITY

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

ARTICLE 17. SURVIVAL OF REQUIREMENTS

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

ARTICLE 18. WAIVER

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

ARTICLE 19. FORCE MAJEURE

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

ARTICLE 20. ASSIGNMENT

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

FISCAL TERMS AND CONDITIONS

ARTICLE 21. AVAILABILITY OF FUNDS

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

ARTICLE 22. VARIANCES

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

ARTICLE 23. LIMITATION ON COSTS

Reimbursement by the Department shall be 29% of the total cost or not to exceed **Thirty-Five Thousand Dollars (\$35,000.00)**. The Grantee shall provide 71% of the total cost, or **Eighty-Seven Thousand Three Hundred Dollars (\$87,300.00)**. See itemized budget in Attachment A.

ARTICLE 24. ELIGIBLE COSTS

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

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

ARTICLE 25. ALLOWABLE COSTS

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

ARTICLE 26. PROGRAM INCOME

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

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

ARTICLE 27. FINANCIAL MANAGEMENT

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

ARTICLE 28. METHOD OF PAYMENT

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

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

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

ARTICLE 29. COST UNDERRUNS

The Grantee must notify the Department in writing of any expected cost underruns or request for extension for completion of the project by **March 31, 2015**.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 30. SINGLE AUDIT REQUIREMENT

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

Federal Funded Awards:

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

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

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

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

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

State Funded Awards:

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

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

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

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

Submit To:

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

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

ARTICLE 31. EXAMINATION OF RECORDS

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

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

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

ARTICLE 32. PERFORMANCE REPORTS

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

ARTICLE 33. EQUIPMENT ACCOUNTABILITY

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

ARTICLE 34. COMPETITIVE PROCUREMENT PRACTICES

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

ARTICLE 35. REASONABLE COSTS

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

ARTICLE 36. AUDITS

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

ARTICLE 37. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

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

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Attachment A

Grant Agreement # AD149883-015.05

1. Type of Project (check one):	<input type="checkbox"/> Coastal Wetland Protection and Habitat Restoration <input checked="" type="checkbox"/> Nonpoint Source Pollution Control <input type="checkbox"/> Coastal Resources and Community Planning <input type="checkbox"/> Great Lakes Education <input type="checkbox"/> Public Access and Historic Preservation
2. Project Title: Monitoring of High Priority Stormwater Basins and Outfalls with the Pike River Watershed.	
3. Organization applying: City of Kenosha Public Works	5. Primary County where project is located: Kenosha
4. Contact Person and Address: Shelly Billingsley, P.E., Deputy Director of Public Works 625 52 nd Street, Room 305 Kenosha, WI 53140 Phone: (262) 653-4149 Fax: (262) 653-4056 Email: SBillingsley@Kenosha.org	6. Other Counties where project is located: Racine.
	7. Congressional District #: 1 st Congressional District
	8. State Senate District #: 22 nd Senate District
	9. State Assembly District #: 65 th Assembly District
10. Total Project Cost: \$122,300	
11. WCMP Share: \$35,000	13. WCMP Percent: 29 %
12. Applicant Share: \$87,300	14. Applicant Percent: 71%
15. Brief Summary of the Project (300 word maximum, use this page only). Include (1) Project Description and (2) Project Outcomes:	
<p>The Pike River Watershed in Kenosha and Racine Counties faces numerous water resource issues related to urbanization, new development and agricultural land uses including non-point source pollution, degradation of coastal recreational water and flooding. Municipalities within the watershed, along with numerous stakeholders, have come together to craft a restoration plan to ameliorate these conditions. Community buy-in and cooperation between stakeholders, elements necessary for successful plan implementation, are already in place. Baseline data has also identified 39 stormwater outfalls of interest, i.e. one or more water quality indicators has consistently exceeded recommended standards or results were suspicious but limited in nature; including those indicative of potential sanitary infiltration. Additional water quality data must be collected to ascertain the true pollution potential from each of these sites. In addition, there is a paucity of information directly related to some areas designated as "critical" within the restoration plan. For example, the need for stormwater retention/detention basin alterations was based upon modeling and physical site assessments; actual testing has yet to be performed. In order to prioritize restoration projects so that the greatest benefits can be realized, and for local governments to be responsible stewards of environmental and fiscal resources, adequate information must be generated to inform watershed decisions. The City of Kenosha proposes to monitor key stormwater infrastructure within the Pike River Watershed, across multiple jurisdictions, to further elucidate pollutant loading potential, in keeping with the SEWRPC <i>Water Quality Management Plan</i> and the <i>Pike River Watershed Restoration Plan</i>. Through this monitoring, projects can be chosen that offer the greatest reduction in pollutant loading per monies spent. This will give communities the confidence and knowledge required to effectively implement mitigation measures that protect the health of the watershed.</p>	

Attachment A

Grant Agreement # AD149883-015.05

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

The Pike River watershed, located in eastern Kenosha and Racine County, has been described as one of the most degraded watersheds within the state (WDNR, 2010). Much of the wetlands that originally defined the watershed have been drained and filled, streams have been channelized, riparian buffers destroyed and new development has greatly increased the amount of impervious surface cover. Modifications to the watershed, made at a time when the effects of such actions were not well understood, have contributed to many of the problems identified today: flooding, poor surface water quality, stream bank/coastal erosion and disturbed habitat. In most cases, these problems are interlinked and related to land use (e.g. increased impervious surface cover fragments habitat, mobilizes pollutants, increases peak water flow and promotes stream bank erosion). As a result, sections of this river are listed, or proposed to be listed, on the 303(d) list of impaired water for elevated total phosphorus, sediments/total suspended solids and an unknown pollutant resulting in chronic toxicity. Additionally, three beaches in close proximity to the point where the Pike River discharges into Lake Michigan are also listed as impaired due to chronic high levels of fecal indicator bacteria (Koski and Kinzelman, 2013). The City of Kenosha and other municipalities within the watershed have recognized the need to address these issues. However, the ability for individual municipalities to address such concerns is limited due to the cross jurisdictional nature of the watershed. Therefore, municipalities must engage with one another, establish common goals and become stewards of joint resources for effective mitigation to occur. Surveys have indicated that the citizens of Southeastern Wisconsin believe quality of life and economic prosperity are directly tied to high quality water resources (Root-Pike WIN, 2010). Therefore, local units of government, citizen stakeholders, NGOs, academic institutions and outside experts recently came together to develop the *Pike River Watershed Restoration Plan* (coordinated by the Root-Pike Watershed Initiative Network and developed by Applied Ecological Services).

The plan has targeted multiple stormwater basins within the City of Kenosha where retrofits or modifications were identified as critical due to their potential to influence the health of the river (Applied Ecological Services, 2013). Basins were assigned these designations based upon physical assessments (e.g. erosion), position relative to potential sources of water quality impairments (e.g. ability to intercept agricultural runoff), and the amount of area draining into each basin. However, while modeling was conducted, water quality monitoring to confirm the presence of pollutants in each basin was not. The City of Kenosha would like water quality data from these basins prior to proceeding with restoration activities. In addition, citizen reports of foul odors from an additional site suggest a potential for illicit discharge and should be investigated. Recent water quality monitoring has also identified 32 stormwater outfalls, discharging to the Pike River or directly to Lake Michigan, where concentrations of *E. coli*, chlorine, detergents, conductivity or pH indicate potential sanitary or other pollution sources and a further 7 which are suspicious (Havron and Kinzelman 2013). Increasing sampling frequency at these outfalls, especially during the swimming season, is recommended due to the proximity of the outfalls to Great Lakes public beaches. Employing a suite of fecal and chemical source tracking methods, including total and human-specific *Bacteroides*, will help rule in or rule out a sewage source. In addition to the 39 outfalls that have been previously monitored, additional upstream outfalls discharging into the Pike River in Sturtevant, Mount Pleasant and Elmwood Park should be tested. High wet weather *E. coli* concentrations in the open waters of the Pike River adjacent to these sites indicates that stormwater could deliver fecal contamination in addition to other localized non-point, precipitation mobilized sources. Studies have suggested that stormwater outfalls can be a major source of untreated sewage and other contaminants in urban watersheds thus representing a human health risk (Sauer et al, 2011).

Municipalities are facing budget shortfalls and need to be responsible stewards of not only environmental, but fiscal resources. This requires municipalities to prioritize remediation activities in a manner that will result in the greatest value from both an economic perspective and in avoided damages. In terms of environmental restoration, the need for additional information is critical. The degree of contamination originating from a single stormwater outfall or retention/detention basin may not be obvious based upon visual inspection, or modeling alone, and analytical data that further defines the pollutant load will be supportive of future management decisions; in a manner that will offer the greatest benefit to the watershed at the lowest cost. Beyond using data to prioritize remediation activities, it will also be necessary to prove restoration was successful once completed; this requires baseline data from which to benchmark.

Applied Ecological Services, Inc. (2013). *Pike River Watershed-Based Plan*. Available online at: http://www.rootpikewin.org/index.php?option=com_content&view=article&id=169&Itemid=168: Prepared for Root-Pike Watershed Initiative Network.

Havron, S. and Kinzelman, J. (2013). *Monitoring of Nonpoint Source Pollutants in the Pike River Watershed and Along Lake Michigan's Coast: A preliminary Data Report*. Racine, WI: City of Racine Health Department Laboratory.

Koski, A. and Kinzelman, J. (2013). *Recreational Water Quality along Kenosha County's Fresh Coast: GLRI Beach Sanitar Survey Project Data Report, 2010-2012*. Racine, WI: City Of Racine Health Department.

Root-Pike WIN. (2010). *Views on Root-Pike Water Resources: Responses from Urban/Suburban Residents, Summary Report*. University of Wisconsin-Extension.

Sauer, E. P., Vandewall, J. L., Bootsma, M. J. and McLellan, S. L. (2011). Detection of the human specific *Bacteroides* genetic marker provides evidence of widespread sewage contamination of stormwater in the urban environment. *Water Research* 45, 4081-4091.

Attachment A

Grant Agreement # AD149883-015.05

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

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

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

a. Additional information is required in order to assess the true pollution potential of stormwater retention/detention basins within the Pike River Watershed and to determine if select outfalls, previously demonstrated to exceed recommended standards, are sources of sanitary sewage or other pollutants. This will require the use of a suite of fecal source tracking tools including total and human-specific *Bacteroides*. Our sampling strategy is as follows:

- Conduct physical assessments to determine erosion and flow characteristics in the vicinity of all stormwater outfall locations.
- Collect water samples from stormwater outfalls (n=39) once weekly (flow and access dependent) from July 1st to October 1st, 2014 in order to develop a profile of pollutant loading under a variety of weather conditions. These outfalls are located in the City of Kenosha (n=22), the Town of Somers (n=3) and the Villages of Mount Pleasant (n=9), Elmwood Park (n=1), and Sturtevant (n=4). All samples will be assessed for *E. coli*, pH, conductivity, turbidity, total suspended solids (TSS), chlorine, and detergents. Samples exhibiting dry weather flow in conjunction with elevated *E. coli*, detergents and/or total residual chlorine will be further tested for *Bacteroides* markers (total and human specific). Time sensitive indicators such as temperature will be measured in the field; other measurements will be made at the Racine Health Department Laboratory or contracted out to the WI State Laboratory of Hygiene, UW-Milwaukee School of Freshwater Sciences or UW-Oshkosh Environmental Research and Innovation Center. In addition to laboratory parameters, the flow, volume discharge and ancillary environmental variables (e.g. antecedent precipitation, specific conductance, etc.) will be described and/or quantified.
- Conduct physical assessments of identified stormwater retention/detention basins to evaluate/confirm characteristics.
- Collect water samples from basins (n=4) at the point of inflow, within the basin and at the point of outflow (flow and access dependent) once weekly from July 1st to October 1st, 2014 in order to determine pollutant loading potential into the watershed and the effectiveness of current basin maintenance and design. Stormwater retention/detention basin samples will be enumerated for *E. coli*, pH, conductivity, turbidity, total suspended solids (TSS), chlorine and detergents.
- Collect monthly samples for total phosphorus and total nitrogen (TKN + nitrate) from within the basin and at the point of outflow for each of the stormwater retention/detention basins. Additional sites and event-based samples will be collected when/where needed to the extent that the budget allows.

b. This project builds upon previous collaborations forged during the development of a restoration plan. Proposed sampling locations are located across multiple jurisdictions; the City of Kenosha, the Town of Somers and the Villages of Mount Pleasant, Elmwood Park and Sturtevant. Since the goal of restoration activities is to improve water quality throughout the basin and reduce pollutant loading into Lake Michigan, watershed objectives should not be based upon municipal boundaries, but what is in the best interest of the watershed as a whole. This project demonstrates the willingness of the aforementioned municipalities to continue in collaboration for the improvement of shared water resources.

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

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

Type of Project	Suggested Indicators
Wetland Protection and Habitat Restoration	<ul style="list-style-type: none"> • Acres of habitat restored or protected • Endangered species protected • Type of habitat or ecosystem protected or restored
Nonpoint Source Pollution Control	<ul style="list-style-type: none"> • Reduction in pounds of Phosphorus delivery • Reduction in tons of soil erosion/sedimentation

Attachment A

Grant Agreement # AD149883-015.05

Great Lakes Education	<ul style="list-style-type: none"> • Miles of vegetative buffer • Number of people trained • Projected audience
Coastal Resources and Community Planning	<ul style="list-style-type: none"> • Number of municipalities included in a plan • Population affected by the plan • Land area covered by the plan • Type of coastal resource protected • Ordinances developed
Public Access and Historic Preservation	<ul style="list-style-type: none"> • Linear feet of coastline made accessible or acquired • Population affected • ACRGs Acquired

a. Pollution sources within the Pike River watershed must be addressed in order improve riparian and Great Lakes coastal water quality. Due to limited funds, adequate information must be obtained to prioritize locations where the greatest restoration benefit will be realized. This project will collect data on stormwater outfalls where additional monitoring was recommended due to the possibility of sanitary infiltration. Further, this project will collect data to inform decisions at stormwater basins designated as critical, where modeling and physical site assessments have suggested that the institution of best management practices would provide beneficial improvements. This project will also address the need to develop a plan for continued monitoring throughout the watershed as recommended in the *Pike River Watershed Restoration Plan*.

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

- Promote programs to protect human health against adverse effects of pollution in the Great Lakes ecosystem, control pollution from diffuse sources into water, enhance sharing of information collected within the region and the use of practices that protect environmental resources and may enhance the recreational value of the Great Lakes (Council of Great Lakes Governors).
- Identify indirect pollution sources capable of adversely impacting Great Lakes coastal health (GLRC, Coastal Health Chapter). Conduct water quality monitoring to be able to assist managers at effectively implementing programs, prioritizing and setting appropriate goals, track effectiveness of programs and to reliably report on water quality changes (GLRC, Non-point Source Pollution Chapter).
- Develop a plan for maintenance monitoring at key locations throughout the Pike River Watershed; define representative locations that will characterize water quality over time (*Pike River Watershed Restoration Plan*, 2013).

c. The greatest permanent reduction in pollutant loading can occur at the lowest cost when mitigation measures are based upon sound science, prioritized where the greatest reduction in pollutant load per dollar spent will occur and actively addressed through targeted, sustainable best management practices or engineered solutions.

d. This project leverages multiple past and current efforts within the watershed. This grant would leverage previous baseline data collected through projects funded by the Wisconsin Coastal Management Program and the Fund for Lake Michigan; these grants examined water quality at stormwater outfalls as well as open waters sites. Several of these outfalls were identified as potential sources of impairment to the watershed, including possible sanitary infiltration. This project continues to leverage the expertise of the City of Racine Health Department, a facility that specializes in pollution source identification. This project is also complimentary to a recently funded City of Kenosha public works project which assessed major municipal stormwater outfalls.

e. This project fulfills recommendations for continued monitoring made in the watershed restoration plan for the Pike River. Measurable benefits include: assembling analytical data necessary to rule in/rule out potential sources of sanitary sewage, identifying catch basins in which compromised infrastructure may result in pollutant loading, assessing stormwater retention/detention basin functionality (i.e. impoundment of solids and nutrients), prioritization of future restoration activities, and science-based evidence for the adoption of the *Pike River Watershed Restoration Plan*.

4. Methodology and Timetable

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

a. July – October, 2014 ---

- Train research assistant to conduct described sampling
- Coordinate sample collection with other projects within the watershed to maximize data value

Attachment A Grant Agreement # AD149883-015.05

- Conduct physical assessments at stormwater outfalls and retention/detention basins
- Collected and analyze water samples for suite of indicators (flow and access permitting)
 - Collect, process and ship samples for phosphorous, nutrients and *Bacteroides* analysis to appropriate laboratories
- Collect event based samples, budget and weather permitting

November - December, 2014 ---

- Verify and perform analysis on data
- Make recommendations for mitigation, including prioritization, and identify areas that need further assessment based upon findings
- Finalize stormwater best practices investigation guide based upon study experiences

January 2015 ---

- Submit final report and deliverable to the Wisconsin Coastal Management Program and stakeholders

b. A final report and database detailing methods used, results and recommendations will be submitted to the Wisconsin Coastal Management Program and local municipalities. A list of prioritized outfalls and retention/detention basins for mitigation/restoration or additional monitoring will be included. Additionally, a stormwater investigation best practices guide will be included which will allow the participating municipalities to share their experiences. This will serve as an educational guide for other municipalities facing similar problems.

c. Results of this study will be placed on the City of Kenosha municipal website, distributed to all partner municipalities within the Pike River Watershed, made available upon request to organizations concerned with river and coastal health within the study area (i.e. Root Pike WIN and River Alliance of Wisconsin) as well as interested citizens. The public has already demonstrated the importance of this project via their active participation in the restoration process. Restoration activities, necessary for sustained water quality improvement, will take place on both public and private lands. Therefore, the success of the restoration depends on public buy in and engagement.

d. Not Applicable

5. Project Budget

- a. Provide a breakdown of the proposed project budget using the following **required table**. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match. Projects with a total budget larger than \$60,000 require a 60% match. Applicants requesting more than \$100,000 should contact the WCMP while they develop their applications. The budget must show proposed costs in the categories listed in the first table.

Activity	WCMP Request	Match	Total
Personnel	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Contractual	\$35,000	\$72,300	\$107,300
Construction	\$0	\$0	\$0
Other- 3 rd Party Match- City of Racine	\$0	\$15,000	\$15,000
Indirect Charges	\$0	\$0	\$0
Totals	\$35,000	\$87,300	\$122,300

- b. Applicants for **Public Access and Historic Preservation** projects must provide further details using additional categories/sub-categories in the second table or in another format, if necessary.

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

Attachment A
Grant Agreement # AD149883-015.05

6. Budget Description

- a. Describe, in detail, the commitment of nonfederal matching funds.
- b. Describe the composition and source of the matching funds.
- c. Describe how the grants will be leveraged. Include efforts to find leveraged funds. Include amount if known.
- d. Describe efforts to fully explore other grant funding sources.

a. Project partners will commit a total of \$87,300 in nonfederal matching funds comprised of associated work project costs, in-kind and salary matches (itemized in 6b). The 3rd Part Contractor will provide a match of \$15,000 as described in line 6b. The City of Kenosha will contribute \$72,300 as described in line 6b.

b. The 3rd party contractor, the City of Racine Health Department, is providing a \$15,000 in kind match based upon the retail value of equipment used in sample collection, processing and analysis. This includes the use of their multi-parameter probe (YSI-Professional Plus with quatro cable), turbidity meter (HF Instruments DRT-100b), pH meter (Corning 430), conductivity meter (Oakton 400 series), UV fluorescence analysis cabinet (Spectroline cc-80), IDEXX Quanti-tray sealer (model 2X), sampling equipment (cooler, ice packs, thermometer, waders, sampling pole/line etc.) and incubator. None of these pieces of equipment were purchased with federal dollars. The City of Kenosha will provide \$72,300 in kind match to be used for any contractual costs incurred by the City of Racine while performing the testing.

c. Non-federal grant funds have been secured (Fund for Lake Michigan) to begin restoration at Simmons Island Beach, a site found to be adversely influenced by Pike River. Reduction in localized pollution sources will reveal, to a greater extent, the exact nature of the impacts of tributary discharge on coastal recreational water quality at this site. The Racine Health Department Laboratory has also received a contract from the WI DNR which will provide for coastal water quality assessments of beaches in proximity to the mouth of the Pike River. Information generated from these analyses will be leveraged.

d. Restoration of the Pike River watershed been supported by numerous funding organizations. Grants from the Wisconsin Coastal Management Program and the Fund for Lake Michigan have supported previous monitoring and restoration planning. If continued monitoring is required, locally assessed stormwater fees can be directed towards this function. Other sources of funding, if required, include local watershed focused organizations, or Great Lakes Restoration Initiative funds. Once site specific restoration measures have been established, programs exist to cover all or part of costs (WI DNR Targeted Runoff Management Program, WI DNR Urban Non-Point Source, WI DNR Stormwater and USDA Wetlands Reserve Program).

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

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

a. This project will help strengthen existing partnerships within the watershed. Stakeholders within the watershed (municipalities, NGOs, citizens) have collaborated on past monitoring, and have jointly crafted a restoration plan. This grant, if funded, will continue an alliance between the City of Racine's Health Department (provider of technical services) and communities within the watershed. This project will also build and maintain connections between the City of Kenosha and local/regional environmental advocacy groups (i.e. Root Pike WIN and River Alliance of Wisconsin).

b. This project could serve as a blueprint to other communities that are experiencing coastal water quality problems associated with stormwater infrastructure. The City of Kenosha will be willing to share their experiences with other communities and interested parties in order to promote new ideas, propagate environmental assessment and stewardship by posting a final report on the data collected and a stormwater investigation best practices guide. By posting this information publically, this will be a potential resource for other communities to view when considering strategies to assess their own environmental challenges.

c. Mitigation strategies need to be based upon sound science. Further, due to limited resources, communities need to prioritize projects based upon where the greatest benefit will be achieved. This project will perform research recommended in past studies on the potential for outfalls and retention/detention to serve as sources of water quality impairment to the Pike River Watershed. The participating municipalities will share their experiences in the form of a stormwater investigation best practices document which will serve as a guide to other municipalities facing similar challenges. The results of this project will stimulate discussion, data exchange and increase our understanding of sources of impairment into the watershed and coastal environment of Lake Michigan.

ATTACHMENT B

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

1. For audio productions:

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

2. For video productions:

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

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

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

Wisconsin Coastal Management Program Logo:



National Oceanic and Atmospheric Administration Logo:



Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act, Grant # NA14NOS4190113.



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

CATHY AUSTIN, P.E.
ASSISTANT CITY ENGINEER

KILE KUHLMEY
SOIL EROSION SPECIALIST

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

DEPARTMENT OF STORMWATER UTILITY

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

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June 26, 2014

To: Patrick Juliana, Chairman
Stormwater Utility Committee

From: Shelly Billingsley, P.E. 
Deputy Director of Public Works / City Engineer

CC: Eric Haugaard
District 1

Subject: ***Resolution by the Finance Committee – To Amend the City of Kenosha Capital Improvement Program for 2014 by increasing SW-10-003 “Pollution Prevention” in the Amount of \$35,000 with Outside Funding from a Coastal Management Grant in the Amount of \$35,000 for a Net Change of \$0.***

BACKGROUND INFORMATION

Staff requested a CIP Amendment be drafted by Finance to amend the CIP for 2014 by adding the Outside Funding as specified in the Coastal Management Grant referred to under Item 1 of the July 7, 2014 SWU meeting.

RECOMMENDATION

Approve the amendment to amend the City of Kenosha Capital Improvement Program for 2014 by increasing SW-10-003 “Pollution Prevention” in the Amount of \$35,000 with Outside Funding from a Coastal Management Grant in the Amount of \$35,000 for a Net Change of \$0.

RESOLUTION NO. _____

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2014
By Increasing SW10-003 "Pollution Prevention" in the Amount of \$35,000 With Outside Funding
from a Wisconsin Coastal Management Grant in the Amount of \$35,000 for a Net Change of \$0

WHEREAS, the City of Kenosha has received a Wisconsin Coastal Management Grant
to assist the City in monitoring high priority stormwater basins and outfalls within the Pike River
Watershed; and

WHEREAS, the above amendment to the Capital Improvement Program has been
approved by the Storm Water Utility and the Finance Committee on July 7, 2014;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha,
Wisconsin that the Capital Improvement Program be, and hereby is amended as follows:

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
SW10-003	Pollution Prevention (2014)	115,000	35,000	150000
SW10-003	Pollution Prevention (2014) Outside Grant Funding	0	(35,000)	(35,000)

Adopted this _____ day of _____ 2014

Approved:

KEITH G. BOSMAN, MAYOR

Attest:

DEBRA SALAS, CITY CLERK/TREASURER

(RES14/cipSW10-003.6.28.14)



STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

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

ASSISTANT CITY ENGINEER
CATHY AUSTIN, P.E.

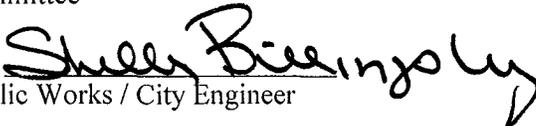
SOIL EROSION SPECIALIST
KILE KUHLMEY

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

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June 30, 2014

To: Patrick Juliana, Chairman
Stormwater Utility Committee

From: Shelly Billingsley, P.E. 
Deputy Director of Public Works / City Engineer

Subject: *Approval of Professional Services Agreement with Ruckert Mielke for 2014 Illicit Discharge Inspection (AKA Dry Weather Screening)*

BACKGROUND INFORMATION

The Kenosha Stormwater Utility has received a proposal to complete the 2014 Dry Weather Storm Sewer Outfall Screening at the priority outfalls as required by the City's Wisconsin Pollutant Discharge Elimination System (WPDES) permit and NR 216.07. The Stormwater Utility utilized Ruckert-Mielke to complete the 2010, 2011, 2012, and 2013 dry weather screening. Ruckert-Mielke will be utilizing past data to identify the priority outfalls and develop an updated outfall inspection program to comply with updated Wisconsin DNR Guidance.

This contract will consist of the following components:

- Priority Outfall Identification
- Illicit Discharge Outfall Inspection where no flow is present. This will incorporate a visual observation.
- Illicit Discharge Outfall Inspection where flow is present. This will require that a grab sample be taken and the following tested and recorded:
 - Temperature of discharge
 - pH, ammonia, detergent, phenol, soluble copper and free/total chlorine.
 - If elevated levels are found additional work will be coordinated to determine the possible sources of these levels as specific to each outfall at an additional fee that will be dependent on the testing required.
- Summary Report will be completed and a copy will be required to be submitted to the Department of Natural Resources for compliance with the City's WPDES permit.

The proposed fee to complete this work is based on the following items as listed above: The cost of outfalls with no flow present is \$150 per outfall, the cost with flow is \$325 per outfall, the cost to complete the summary report is \$2,500, and the cost to identify the priority outfalls is \$6,800. The anticipated project cost is \$16,500.

The funding for this work will be paid for out of account 501-09-50102-219 from which this work was budgeted.

RECOMMENDATION

Approve the Agreement between the Kenosha Stormwater Utility and Ruckert & Mielke for \$16,500 and authorize the Director to execute the contract. The funding for this work will be paid for out of account 501-09-50102-219 from which this work was budgeted.

June 18, 2014

Mr. Jeff Hansen, P.E.
Engineering Department
City of Kenosha
Municipal Building
625 52nd Street
Kenosha, WI 53140

RE: Storm Sewer Illicit Discharge Inspection Proposal

Dear Jeff:

Thank you for the opportunity to provide illicit discharge inspection services to help the City of Kenosha comply with their WPDES storm water permit. We have enjoyed working with the City on their previous inspection programs, and welcome the opportunity to continue that relationship through this project.

The Wisconsin Department of Natural Resources (WDNR) recently released updated guidance for communities to follow regarding their municipal Illicit Discharge Detection and Elimination programs. In particular, the inspections should now focus on “priority” outfalls instead of “major” outfalls as previous programs did. WDNR recommends annual inspection of priority outfalls, inspection of major outfalls at least once every 5 years and inspection of all other outfalls on an as-needed basis. To maximize efficiency, we propose to implement a priority outfall program over a multiple year period, coinciding with the City’s progress on their storm water master planning effort which is currently underway. This will allow the City to take advantage of the drainage area delineation and storm sewer investigation work as it is being completed, as the information needed to develop the priority outfall program goes hand-in-hand with the master planning work.

For the 2014 inspection program, we will identify priority outfalls and develop an updated outfall inspection program that complies with WDNR’s updated guidance in the portion of the City where the storm water master planning has already been completed as of June 1, 2014. For the remainder of the City, the inspections will be completed on outfalls that were included in the 2013 inspection program.

As the master planning effort is completed, the priority outfall program will be expanded to encompass the entire City. It is expected that this will allow the City to move to a complete priority outfall program in time for the 2015 inspections.

Letter to Mr. Jeff Hansen, P.E.
Engineering Department
City of Kenosha
Municipal Building
June 18, 2014
Page 2

We understand the storm sewer illicit discharge inspection project to consist of the following components:

Priority Outfall Identification (for Area of CIM Where Master Planning Has Been Completed)

- Work with City staff to identify historic illicit discharges, aging infrastructure, industrial site ownership changes and industrial operations that generate wastewater and/or wash water. It is expected that City staff will complete the preliminary research, relaying the findings to our office for further analysis.
- Calculate land use within each drainage area based on the drainage area delineations completed as part of the Master Planning effort.
- Identify areas of the City with more than 80% impervious area or institutional land use.
- Utilize this information to determine the City's priority outfalls, and develop a GIS layer for the known major and priority outfalls.
- Meet with the City to review the results of the analysis and finalize the City's updated inspection program / locations.

Once the 2014 program is developed and the outfalls to be inspected are identified, field inspections will be completed as outlined below. For areas outside the priority outfall area, outfalls will be inspected to match the 2013 program.

Illicit Discharge Outfall Inspection Where No Flow is Present

- Inspect each outfall as requested by the City during dry weather conditions (no precipitation within a 48 hour period prior to the inspection).
- Measure the outfall size.
- Complete the field screening form based on visual observation at the end of the pipe.

Letter to Mr. Jeff Hansen, P.E.
Engineering Department
City of Kenosha
Municipal Building
June 18, 2014
Page 3

Illicit Discharge Outfall Inspection Where Flow is Present

- Inspect each outfall as requested by the City during dry weather conditions (no precipitation within a 72 hour period prior to the inspection).
- Measure the outfall size.
- Gather a 250 milliliter grab sample of the discharge in a polyethylene bottle.
- Complete an in-field temperature measurement of the storm sewer discharge.
- Complete pH (digital pH meter), ammonia (salicylate method), detergent (methylene blue method), phenol (4-aminoantipyrine method), soluble copper (bathocuproine method) and free/total chlorine (DPD method) measurements of the storm sewer discharge.
- Complete the field screening form based on visual observation at the end of the pipe.
- Alert City staff immediately if a test parameter is detected above WDNR's action levels. In certain scenarios, City staff may ask Ruekert & Mielke, Inc. field personnel to track the discharge upstream to locate its source or to perform additional field or lab tests. If required, this additional work will be completed at our standard hourly rates (included with this proposal).
- If additional testing is warranted, determine the laboratory test protocol based on visual cues of the discharge, the previously-completed in-field testing and the land use within the contributing drainage area. Coordinate this additional testing with the City's preferred testing laboratory. The actual cost of additional laboratory testing would be paid directly by the City and is not included in the fees outlined below.

Summary Report

- Prepare a summary report at the completion of the testing program.
- The report will include a written summary of the testing program, an exhibit documenting the location of the completed inspections, full color printouts of each inspection form and graphs for each outfall to summarize the 2010-2014 test results.
- Provide five bound copies and one digital copy of the report to the City.

Letter to Mr. Jeff Hansen, P.E.
Engineering Department
City of Kenosha
Municipal Building
June 18, 2014
Page 4

GIS Capabilities

- Ruekert & Mielke, Inc (R/M) has developed an Illicit Discharge GIS tool which sits on top of R/M's ArcGIS Server platform. The tool, which can be accessed via desktop or mobile devices, only requires an internet web browser to function. By incorporating GIS functionality, the inspection reports can be available to all City staff instantly after completion of the inspection. Historic inspection reports are also maintained online, eliminating the hassle of searching through paper or digital records. Read-only access can also be provided to the Wisconsin Department of Natural Resources, reducing City Staff's workload during the WPDES annual reporting process. Although these GIS features are not specifically included in this proposal, the reports will be prepared in a manner to allow inclusion if the City decides to move forward with R/M's Illicit Discharge IS tool at any point in the future.

We propose to complete each outfall inspection where no flow is present for a lump sum cost of \$150 per outfall, and each outfall inspection where flow is present for a lump sum cost of \$325 per outfall. We propose to complete the priority outfall identification and analysis for a lump sum cost of \$6,800 and the summary report preparation for a lump sum cost of \$2,500. These costs are based on a minimum of three inspections per trip. Total project costs will not exceed \$16,500 without prior authorization from the City.

In the event City staff is alerted of an illicit discharge in progress, the outfall inspection services listed above will be available on an emergency basis at a lump sum cost of \$500 per inspection. Under these emergency services, the outfall inspection, testing and grab sampling will be completed as soon as possible, and no later than within 18 hours (Monday through Friday) after notification. Under this scenario, Ruekert & Mielke, Inc. will also notify the Wisconsin Department of Natural Resources of the discharge within 24 hours after notification from the City. Notification received from the City on Saturday or Sunday will be addressed on a case-by-case basis.

This scope of work does not include agency or resident coordination, preparation of additional reports or figures, hazardous waste coordination, or hazardous sample disposal. If desired, these services may be performed at our standard hourly rates. This scope of work is also predicated on the City obtaining appropriate access for Ruekert & Mielke, Inc. inspectors to all discharge locations.

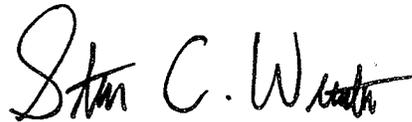
Letter to Mr. Jeff Hansen, P.E.
Engineering Department
City of Kenosha
Municipal Building
June 18, 2014
Page 5

The above described professional services will be provided to you in accordance with the attached two page **Standard Terms & Conditions** dated March 7, 2014, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

If after reviewing the above information you should have any questions please feel free to contact me.

Very truly yours,

RUEKERT & MIELKE, INC.



Steven C. Wurster, P.E. (WI, IL)
Principal/Senior Project Manager
swurster@ruekert-mielke.com

SCW:tag
Enclosure(s)
cc: Kenneth R. Ward, P.E., Ruekert & Mielke, Inc.
File

Letter to Mr. Jeff Hansen, P.E.
Engineering Department
City of Kenosha
Municipal Building
June 18, 2014
Page 6

CLIENT NAME:

City of Kenosha

By: _____

Title: _____

Date: _____

ENGINEER:

Ruekert & Mielke, Inc.

By: Stanley R. Stigden
Stanley R. Stigden

Title: Senior Vice President

Date: June 18, 2014

ATTEST:

By: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Facsimile Number: _____

Designated Representative:

Name: Steven C. Wurster, P.E.

Title: Principal/Senior Project Manager

Phone Number: (262) 542-5733

Facsimile Number: (262) 542-5631

STANDARD HOURLY RATESENGINEERING SERVICES

Engineer 7 (Principal / Senior PM)	155.00
Engineer 6 (Senior PM)	139.00
Engineer 5 (PM)	129.00
Engineer 4 (Proj Engineer)	119.00
Engineer 3	99.00
Engineer 2	94.00
Engineer 1	82.00
Senior Engineer Technician	113.00
Engineer Technician 3	98.00
Engineer Technician 2	87.00
Engineer Technician 1	77.00

IT/GIS TECHNICIAN SERVICES

Asset Management Consultant	150.00
IT/GIS Analyst 4	138.00
IT/GIS Analyst 2	113.00
IT/GIS Analyst 1	98.00
IT/GIS Technician 2	87.00
IT/GIS Technician 1	77.00

STANDARD HOURLY RATESSURVEYING SERVICES

Registered Land Surveyor	109.00
Crew Chief / Surveyor	99.00
Surveying Technician	71.00

CONSTRUCTION REVIEW SERVICES

Construction Review Manager	125.00
Senior Construction Review Technician	84.00
Construction Review Technician	72.00

ADMINISTRATIVE SERVICES

Project Assistant	60.00
Administrative Assistant	60.00

MISCELLANEOUSMILEAGE

For Engineers and Technicians	.56/mile
For Construction Review Technicians	.60/mile
For Survey Crews	.68/mile

Print reproductions	.30/sq. foot
Color copies	.30/page
B&W copies	.10/page
Color plots	2.50/sq. foot

A. Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E. Construction Review

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

F. Environmental

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

G. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

H. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner as mutually agreed to in writing.

I. Access

Owner shall arrange for safe access to and make all provisions for Engineer and Engineer's consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

J. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

K. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

L. Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph J. "Limit of Liability," of this Agreement.

N. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

O. Force Majure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

P. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Q. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

R. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT

TO: Michael M. Lemens, P.E.
Director of Public Works / Stormwater Utility

FROM: Shelly Billingsley, P.E.
Deputy Director of Public Works / City Engineer

SUBJECT: Stormwater Utility Project Status Report

- Project #09-1121 - Forest Park Evaluation** – [Strand] Staff is meeting with consultant and working on final comments. (1)
- Project #10-1126 Wetland Mitigation Bank** - [Wetlands and Waterways Consulting LLC] Monitoring wells have been installed on-site. Currently in the process of further field testing and observations. (16)
- Project #10-1131 River Crossing Swale Restoration** – [AES] Maintenance has been performed. (17)
- Project #11-1128 Multi-Plate Pipe Storm Sewer Inspection and Evaluation** – [Ruekert-Mielke] Staff is working with consultant on recommendations. (2 and 7)
- Project #11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant)** – Bioswales have been replanted. (1 and 6)
- Project #11-1135 Stormwater Management Plan Development** – Staff continues to work through City watershed by watershed. (City wide)
- Project #11-1137 Pike River Monitoring (WI Coastal Manag. Grant)** – Staff has submitted copies for Draft Report. (1 and 4)
- Project #12-1111 Misc. Storm Sewer – Sump Pump Connections** – Staff is preparing plans and specs for construction in 2014. (12)
- Project #12-1136 Pike River Monitoring (Fund for Lake Michigan Grant)** – Staff is reviewing draft report. (1 & 4)
- Project #12-1140 Detention Basin Certifications** – [Clark Dietz] –Clark Dietz has submitted the Draft report that is currently being reviewed by staff for comments. (City wide)
- Project #11-1025 - 122nd Avenue – 71st Street to 74th Street** – [AW Oakes] Waiting for close out documents. (16)
- Project #13-1012 - Resurfacing I** – [Stark] Punch list items remain. [Lincoln Road intersection at 28th Avenue, Lincoln Road intersection at 22nd Avenue, 70th Street from 39th Avenue to 40th Avenue] (Stormwater Utility funding also) (13, 15)
- Project #13-1013 -CDBG Resurfacing** – [Stark] Punch list items remain. [13th Court from Washington Road to 43rd Street, 41st Street from 22nd Avenue to 350 ft. east of 21st Avenue] (Stormwater Utility funding also) (6)
- Project #13-1016 Resurfacing III** – [Cicchini] Punch list items remain on 40th Street. [34th Ave from 86th Place to 88th Place, 44th Avenue Cul-de-Sac south of 87th Place, 87th Place Cul-de-Sac west of 42nd Avenue, 26th Avenue from 34th Street to 31st Street, 40th Street from Sheridan Road to 8th Avenue] (Stormwater Utility funding also) (1, 6, 9, 14)
- Project #13-1024 – 60th Street Resurfacing – 39th Avenue to 30th Avenue** – [Cicchini] Punch list items are complete. Working on project close-out. (Stormwater Utility funding also) (3, 11, 15)
- Project #13-1025 56 Street Resurfacing** – [Cicchini] Project is complete. Punchlist items remain. [56th Street from Sheridan Road to 13th Avenue] (Stormwater Utility funding also) (2)
- Project #13-1208 - Sidewalk and Curb and Gutter** – [AW Oakes] Project is complete. Punch list items remain. (Stormwater Utility funding also) (Citywide)
- Project #14-1012 – Resurfacing Phase I** – Project is currently out for bid. Bid opening is July 16. (Stormwater Utility funding also) (citywide)
- Project #13-1417 - Tree Removal** – Project has begun. (Parks funding) (Citywide)
- Project #14-1131 – Curb and Gutter Repair Program** – [AW Oakes] Project started on May 29. (Citywide)
- Project #13-1132 – River Crossing Swale Restoration Phase II** – Consultant is currently working on plans and specifications. (17)
- Project #13-1133 – Oil Drop-Off Structures** – Consultant is currently working on plans and specifications for the structures that are required as part of our SWPPP for the Waste Site Drop-Off and the Streets Division Site Drop-Off. (2,15)
- Design Work-** Staff is working on the following projects: Sump Pump Priorities, SWPPP Updates, Website Design, GPS Data Forms, Storm Sewer Investigation for Roadway Projects, Permit Compliance, SWU Reporting, Pollution Prevention Structures, Stormwater Management Facility Inspections, Miscellaneous Storm Sewer, projects for contractor and SWU crews, Yardwaste coupons