

**AGENDA  
STORM WATER UTILITY  
COMMITTEE**

**WEDNESDAY, AUGUST 10, 2011  
ROOM 202  
4:30 P.M.**

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

**Patrick Juliana  
Jan Michalski  
Ray Misner**

**A. APPROVAL OF MINUTES**

A-1 Approval of minutes of regular meeting held on July 27, 2011.

**B. DEFERRED BY COMMITTEE**

B-1 Proposed Ordinance to Create Section 1.06 T of the Code of General Ordinances for the City of Kenosha to establish a Mayor's Commission on the Arts. *(deferred from the July 13, 2011 meeting)*

**C. REFERRED TO COMMITTEE**

C-1 Grant Agreement Between the State of Wisconsin Department of Administration Division of Intergovernmental Relations Wisconsin Coastal Management Program and the City of Kenosha for Monitoring Pike River. **(District 1)**

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF STORMWATER UTILITY COMMITTEE

STAFF COMMENTS

ALDERMAN COMMENTS

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

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

STORM WATER UTILITY COMMITTEE  
- MINUTES -

WEDNESDAY, JULY 27, 2011  
4:30 P.M.

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

Patrick Juliana  
Jan Michalski  
Ray Misner

The regular meeting of the Storm Water Utility Committee was held on Wednesday, July 27, 2011 in Room 202 of the Municipal Building. The following members were present: Chairman Anthony Nudo, Vice Chairman G. John Ruffolo, Aldermen Steve Bostrom, Patrick Juliana and Jan Michalski. Alderman Ray Misner was excused. The meeting was called to order at 5:37 pm. Staff members in attendance were Mike Lemens, Shelly Billingsley, City Administrator Frank Pacetti, Mayor Keith Bosman, Finance Director Carol Stancato, Jeff Warnock and John Prijic.

A-1 Approval of minutes of regular meeting held on July 13, 2011.

*It was moved by Alderman Bostrom, seconded by Alderman Juliana to approve as corrected. Motion passed 5-0.*

C-1 Disbursements for the month of June 2011.

*It was moved by Alderman Ruffolo, seconded by Alderman Juliana to receive and file. Motion passed 5-0.*

C-2 Approval of Professional Services Agreement with Ruekert Mielke for Multi-Plate Storm Sewer Project Plan.

*Shelly Billingsley gave an explanation of the agreement and what it will entail.*

*It was moved by Alderman Ruffolo, seconded by Alderman Bostrom to approve. Motion passed 5-0.*

INFORMATIONAL:

1. June 30<sup>th</sup> Storm Funding

*Shelly Billingsley explained that the funding for curb & gutter will need a CIP Amendment. Alderman Nudo asked what percent of funding is coming from Stormwater Utility for storm cleanup. Carol Stancato said all parkway tree removal comes from Stormwater Utility. She also stated the City is applying for State Emergency funding that could be a 70% reimbursement.*

2. April Monthly Disbursements

3. Comsys Agreement

*Alderman Nudo asked what does Comsys do for Stormwater Utility each month. He would like to know the percent of work done on Stormwater Utility in regards to all other departments. He would also like a copy of the Comsys Agreement with Stormwater Utility and also the breakdown to all committee members, Mike Lemens and Shelly Billingsley.*

CITIZEN COMMENTS: William Wright, 3811 55<sup>th</sup> Avenue, stated he has had problems with the contractor working at the MacWhyte Site.

ALDERMAN COMMENTS: Alderman Juliana would like the citizen complaint investigated.

ADJOURNMENT - There being no further business to come before the Storm Water Utility Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 5:58 pm.

C-1



STREET DIVISION  
 JOHN H. PRIJIC  
 SUPERINTENDENT

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

SOIL EROSION SPECIALIST  
 CHRIS PAGELS

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

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

August 4, 2011

To: Anthony Nudo, Chairman  
 Stormwater Utility Committee

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

CC: Eric Haugaard  
 District 1

A handwritten signature in black ink, appearing to be 'M. Lemens', is written over the 'From:' line. To the right of the signature, the date '8-4-11' is written.

Subject: ***Wisconsin Coastal Management Grant Agreement for Pike River Monitoring***

**BACKGROUND INFORMATION**

Staff submitted a grant application in October of 2010, requesting funding assistance for monitoring non point source pollutants in the Pike River Watershed and along Lake Michigan's coast line in the City of Kenosha.

The coastal management grant is a 50% match therefore the Stormwater Utility, through this agreement has the opportunity to receive \$29,192 in funding for a \$29,192 match resulting in \$58,384 for monitoring services.

Staff has reviewed the Adopted Capital Improvement Plan and would like to propose that the Stormwater Utility Committee allocate \$65,000 to cover staff engineering time, grant match, and grant amount from Creek Stabilization (SW-10-002).

**RECOMMENDATION**

Authorize the Interim Director of Public Works to author a line item transfer request for this item and execute the Grant Agreement with the State of Wisconsin Department of Administration.

**GRANT AGREEMENT  
BETWEEN THE**

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

**AND**

**CITY OF KENOSHA**

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

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

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

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

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

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

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

**CITY OF KENOSHA**

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

**BY:** \_\_\_\_\_  
**Michael M. Lemens, P.E.**

**BY:** \_\_\_\_\_  
**Ed Eberle**

**TITLE:** Director of Engineering

**TITLE:** Administrator

**DATE:** \_\_\_\_\_

**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 August 1, 2011 through July 31, 2012 (the "Performance Period").

**ARTICLE 6. SUBLET OR ASSIGNMENT OF AGREEMENT**

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

**ARTICLE 7. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES**

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

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

**ARTICLE 8. NONDISCRIMINATION IN EMPLOYMENT**

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

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

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

**ARTICLE 9. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES**

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

**ARTICLE 10. TERMINATION AT WILL**

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

**ARTICLE 11. TERMINATION FOR NONAPPROPRIATION**

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

**ARTICLE 12. CANCELLATION FOR CAUSE**

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

**ARTICLE 13. FAILURE TO PERFORM**

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

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

**ARTICLE 14. PUBLICATIONS**

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

- a) All materials produced under this Agreement shall become the property of the Grantee and may be copyrighted in its name. The Department reserves a royalty-free, nonexecutive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.
- b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Wisconsin Coastal Management Program and National Oceanic and Atmospheric Administration (see Attachment B).

**ARTICLE 15. ENTIRE AGREEMENT AND AMENDMENT**

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

**ARTICLE 16. SEVERABILITY**

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

**ARTICLE 17. SURVIVAL OF REQUIREMENTS**

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

**ARTICLE 18. WAIVER**

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

**ARTICLE 19. FORCE MAJEURE**

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

**ARTICLE 20. ASSIGNMENT**

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

**FISCAL TERMS AND CONDITIONS**

**ARTICLE 21. AVAILABILITY OF FUNDS**

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

**ARTICLE 22. VARIANCES**

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

**ARTICLE 23. LIMITATION ON COSTS**

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

**ARTICLE 24. ELIGIBLE COSTS**

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

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

**ARTICLE 25. ALLOWABLE COSTS**

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

**ARTICLE 26. PROGRAM INCOME**

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

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

**ARTICLE 27. FINANCIAL MANAGEMENT**

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

**ARTICLE 28. METHOD OF PAYMENT**

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

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

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

**ARTICLE 29. COST UNDERRUNS**

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

**ADMINISTRATIVE TERMS AND CONDITIONS**

**ARTICLE 30. SINGLE AUDIT REQUIREMENT**

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

**Federal Funded Awards:**

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

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

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

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

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

**State Funded Awards:**

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

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

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

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

**Submit To:**

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

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

**ARTICLE 31. EXAMINATION OF RECORDS**

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

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

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

**ARTICLE 32. PERFORMANCE REPORTS**

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

**ARTICLE 33. EQUIPMENT ACCOUNTABILITY**

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

**ARTICLE 34. COMPETITIVE PROCUREMENT PRACTICES**

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

**ARTICLE 35. REASONABLE COSTS**

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

**ARTICLE 36. AUDITS**

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

**ARTICLE 37. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE**

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

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## Attachment A Grant Agreement # AD119502-012.06

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

# Attachment A

## Grant Agreement # AD119502-012.06

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

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

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

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

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

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

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

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

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

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

Ehlinger, T. J., Ortenblad, A. L., & Schmitz, M. H. (2008). *Monitoring of Stream Habitat & Aquatic Biotic Integrity Pike River North and South Branches Pike River North and South Branches*. Retrieved from Pike River Restoration: [https://pantherfile.uwm.edu/ehlinger/www/data/pike\\_report\\_2008.pdf](https://pantherfile.uwm.edu/ehlinger/www/data/pike_report_2008.pdf)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4. Methodology and Timetable**

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

**a. July – November 2011**

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

**December 2011 – February 2012**

- Perform preliminary data analysis

**March 2012-June 2012**

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

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

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

d. N/A

### 5. Project Budget

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

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

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

Activity	WCMP Request	Match	Total
	\$	\$	\$
<b>Totals</b>			

### 6. Budget Description

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

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

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

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

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

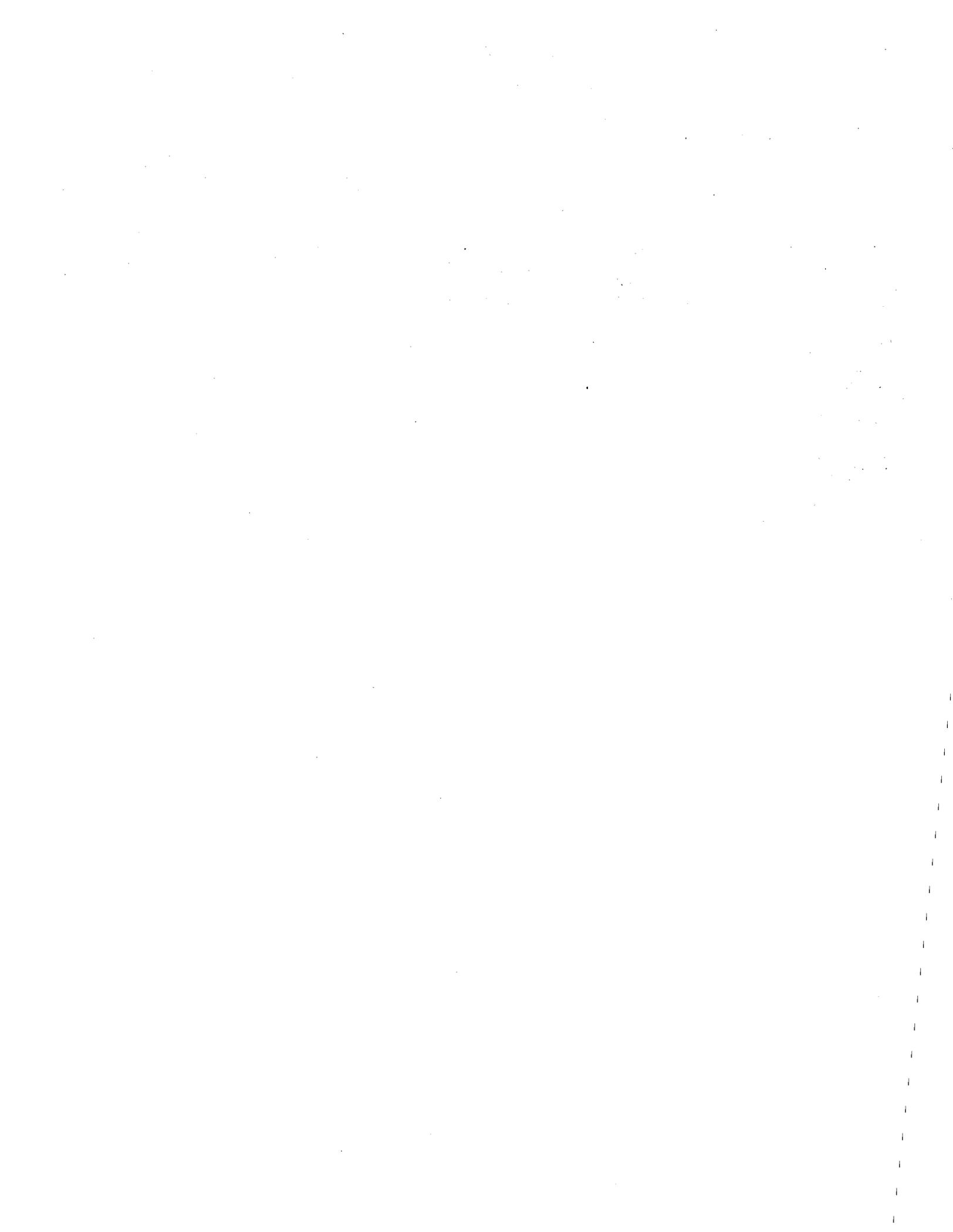
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- a. Build partnership alliances with other organizations or agencies
- b. Develop exceptional marketing, outreach or education strategies
- c. Encourage coast-wide projects or solutions

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

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

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



**ATTACHMENT B**

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

**1. For audio productions:**

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

**2. For video productions:**

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

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

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

Wisconsin Coastal Management Program Logo:



National Oceanic and Atmospheric Administration Logo:



Required text acknowledgement:

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



ATTACHMENT E

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

**Geospatial Data Guidelines**

**Introduction**

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

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

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

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

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

Geospatial Metadata will identify the following:

Identification Information

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

Data Quality Information

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

Spatial Data Organization Information

Raster, vector or indirect link to location included here.

Spatial Reference Information

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

Entity and Attribute Information

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

Distribution Information

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

Metadata Reference

Include who created the metadata and when it was created.

## 2. Data Sharing Guidelines

### Geo-referencing system

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

For more information on geo-referencing systems please consult:

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

### Means of transmittal

#### Media:

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

#### Format

The preferred format is one that is fully compatible with ArcInfo<sup>®</sup> and ArcView<sup>®</sup>

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

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

ORDINANCE NO. \_\_\_\_\_

BY: MAYOR

**TO CREATE SECTION 1.06 T. OF THE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA TO ESTABLISH A MAYOR'S COMMISSION ON THE ARTS**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

**Section One:** Section 1.06 T. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

**T. Mayor's Commission on the Arts.**

**1. Title.** There is hereby created a "Mayor's Commission on the Arts."

**2. Purpose.** The purpose of this Commission is to support economic development of creative and expressive endeavors by developing collaborative relationships between artists, musicians, businesses, and government.

**3. Members.** There shall be eleven (11) members who shall be appointed by the Mayor and confirmed by the Common Council. In making appointments, the Mayor shall strive to appoint representatives to the Commission from: Carthage College, University of Wisconsin Parkside, Gateway Technical College, Kenosha Unified School District, Kenosha Area Convention and Visitors Bureau, Kenosha Area Business Alliance (KABA), and Kenosha Area Chamber of Commerce. In addition to the representatives appointed from some or all of the same institutions listed in the prior sentence, the Mayor shall appoint the remainder of the Commissioners from the public at large, who has a demonstrable interest in the fine arts.

**4. Term.** The term of the members shall be two (2) years commencing on November 1. The terms shall be staggered and the initial term shall be as follows: Six (6) members shall serve for two (2) years and five (5) members shall serve for one (1) year.

**5. Officers.** The Commission will elect a chairperson and a vice-chairperson from among its members. The Mayor may appoint a City employee to act as secretary for the Commission at no additional compensation to be paid to said employee other than compensatory time off unless such compensation is authorized in advance by the Common Council.

**6. By-Laws.** The Commission may, from time to time, adopt bylaws and rules of procedure fixing the time and place of meeting, prescribing the manner of keeping records and treating other matters.

**7. Duties.** The Commission shall have the following duties: The Commission brings together representatives from the arts, music, businesses, and government in the City of Kenosha for the purpose of networking and encouraging the most effective use of existing resources. The Commission streamlines processes and alleviates barriers for artists and venues. It makes recommendations to Common Council for the adoption of ordinances in support of a creative community. It serves as liaison on behalf of the City to encourage and support artists, organizations and programs for cultural enrichment within the City.

The Arts Commission acts in an advisory capacity to the Mayor and the Common Council.

**8. Gifts/Grants.** The Commission may apply for grants from the United States, the State of Wisconsin, and their agencies, and accept the donations from any person, firm, party or corporation, of services, equipment, supplies, materials or funds and utilize said donations to effectuate the purpose of the Commission.

**9. Appropriation and Allotment of Funds.** The Common Council may from time to time, allocate such funds as said Council deems necessary and appropriate for the use of the Commission in the performance of duties herein relevant. Out-of-City trips must be approved, in writing, in advance, by the Mayor, and all expense receipts furnished when available.

**Section Two:** This Ordinance shall become effective upon passage and publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney