

## Exhibit B

### AGREEMENT BETWEEN WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

THIS AGREEMENT is entered into by and between the State of Wisconsin Department of Natural Resources (Department) and Southeastern Regional Planning Commission (Grantee) for the purpose of water quality management planning for the Kinnickinnic River Watershed and assistance updating the Southeastern Wisconsin Fox River Commission implementation Plan . The agreement is funded by the American Recovery and Reinvestment Act –Water Quality Management Planning Grant, Grant # 2P-00E73201.

FOR AND IN CONSIDERATION of the terms and conditions contained in this agreement and the ARRA contract addendum, the above-named parties agree:

1. PERIOD OF AGREEMENT: This grant agreement shall commence upon its signing by both parties and continue until December 31, 2010, during which period all performance as described in this grant agreement shall be fully completed to the satisfaction of the Department.
2. CANCELLATION: The Department reserves the right to cancel this agreement in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Grantee to comply with terms, conditions, and specifications of this grant agreement.
3. ENTIRE GRANT AGREEMENT; AMENDMENTS: This grant agreement, together with the specifications in the bid request (if any) and referenced parts and amendments, shall constitute the entire agreement and previous communications or agreements pertaining to this grant agreement are hereby superseded. Any agreement revisions, including cost adjustments and time extensions, may be made only by a written amendment to this grant agreement, signed by both parties prior to the ending date of this grant agreement.
4. ASSIGNMENT SUBCONTRACTS: Neither this grant agreement nor any right or duty in whole or in part by the Grantee under this grant agreement may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this grant agreement or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this grant agreement and be bound by the terms and conditions of this agreement. Assignment in whole or in part of this grant agreement does not absolve the Grantee of any liability or obligation expressed and agreed to hereunder.
5. DESCRIPTION OF WORK: The Grantee agrees to perform the following services to the satisfaction of the Department:
  - A. See attached ARRA Project Funding Request #18C and #18D.
6. AGENCY CONTACTS: All communications regarding this grant agreement will be made through the designated agency contacts. The designated contacts are:

Grantee –	Philip Evenson, Executive Director Southeastern Wisconsin Regional Planning Commission W239 N1812 Rockwood Drive Waukesha, WI 53187-1607 262-547-6721 (receptionist)
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Department - Greg Searle, 266-9252, [greg.searle@wisconsin.gov](mailto:greg.searle@wisconsin.gov)  
Bureau of Watershed Management WT/3  
P.O. Box 7921  
Madison, WI 53707

7. TERMINATION:

- A. This grant agreement may be terminated in whole, or in part, in writing by the Department in the event of substantial failure of the Grantee to fulfill its obligation under this grant agreement, provided, that the Department shall give the Grantee not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.
- B. If termination is effected by the Department, an equitable adjustment in the price provided for in this grant agreement shall be made. Any payment due to the Grantee at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of the Grantee's default. The equitable adjustment for any termination shall provide for payment to the Grantee for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Grantee relating to commitments which had become firm prior to the termination.
- C. Upon receipt of a termination action pursuant to paragraph A above, the Grantee shall (1) promptly discontinue all services affected (unless the notice directs otherwise); (2) terminate all subcontracts to the extent that they relate to the performance of work terminated by the Department, and (3) deliver or otherwise make available to the Department, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Grantee in performing this grant agreement, whether completed or in process.
- D. Upon termination pursuant to paragraph A above, the Department may take over the work and prosecute the same to completion by agreement with another party or otherwise and the Grantee is liable for any excess costs for such similar work or services.
- E. The rights and remedies of the Department and the Grantee provided in this clause are in addition to any other rights and remedies provided by law or under this grant agreement.

8. PAYMENT: The Department agrees to reimburse the Grantee up to a total of \$60,000 for the following budgeted expenditures.

Water quality mgmt. planning for the Kinnickinnic River Watershed (#18C)	\$20,000
Updating the Southeastern WI Fox River Com. implementation plan (#18D)	<u>\$40,000</u>
Total	\$60,000

Billings by the Grantee shall be made on a quarterly itemized basis for the actual net costs incurred for review and acceptance. Invoices should be sent to:

Greg Searle  
Department of Natural Resources  
Bureau of Watershed Management WT/3  
P.O. Box 7921  
Madison, WI 53707

Final invoices must be submitted within 60 days after the end of the grant agreement.

9. RECORDS; ACCESS: The Grantee shall, for a period of three (3) years after completion and acceptance by the

Department, maintain books, records, documents, and other evidence directly pertinent to performance on work under this grant agreement in accordance with generally accepted accounting principles and practices. The Grantee shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this grant agreement and a copy of the cost summary submitted to the Department. The Department, USEPA, their agents and their duly-authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

10. INDEPENDENT CONTRACTOR: The Grantee is an Independent Contractor for all purposes and is not an employee or agent of the Department.
11. INDEMNIFICATION: The Grantee agrees to save, keep harmless, defend and indemnify the State of Wisconsin, Department of Natural Resources and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this grant agreement or omissions of Grantee's employees, agents or representatives.
12. INSURANCE: The Grantee performing services for the State of Wisconsin shall:
  - a) Maintain worker's compensation insurance for all employees engaged in the work.
  - b) Maintain commercial liability and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
  - c) Provide an insurance certificate indicating this coverage, counter-signed by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the agreement/contract.
  - d) The state reserves the right to require higher or lower limits where warranted.
13. NONDISCRIMINATION: In connection with the performance of work under this grant agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in 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 agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Grantee being declared an "ineligible" Grantee, termination of the grant agreement or withholding of payment.
14. AFFIRMATIVE ACTION: If this grant agreement is for an amount of twenty-five thousand dollars (\$25,000) or more the Grantee agrees to submit a written affirmative action plan to the Department within 15 business days after the grant agreement's commences if an acceptable plan is not already on file with the State of Wisconsin. (Grantees with an annual work force of fewer than twenty-five employees are exempted from this requirement.)

Failure to comply with the conditions of this clause may result in the Grantee being declared an "ineligible" Grantee, termination of the grant agreement or withholding of payment.

15. FUNDING SOURCE: This grant agreement is funded in part or wholly by a grant from the USEPA, CFDA #66.454. This procurement will be subject to regulations contained in 40 CFR Parts 31 and 40 and OMB Circular 133. Neither the United States nor the USEPA is a party to this agreement.
16. APPLICABLE LAW: This grant agreement shall be governed by the laws of the State of Wisconsin. The Grantee shall at all times comply with all federal, state and local laws, ordinances, and regulations in effect during the period of this grant agreement.
17. ANTITRUST ASSIGNMENT: The Grantee and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Grantee hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this grant agreement.
18. TAX DELINQUENCY: Grantees who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

### ARRA GRANT AGREEMENT ADDENDUM

#### Standard Supplemental Terms and Conditions American Recovery and Reinvestment Act of 2009

- 1A. NOTICE OF ARRA FUNDING:  
This award requires the recipient to complete projects or activities funded under the American Recovery and Reinvestment Act of 2009 (ARRA). The amount of the award of ARRA funds is \$60,000. The Federal award number is 2P-00E73201. The CFDA number for this award is 66.454.
- 2A. OTHER STANDARD TERMS AND CONDITIONS:  
All other terms and conditions contained in applicable [Department-specific grant guidelines, administrative code, other legal requirements] apply unless they conflict with or are superseded by the following supplemental terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements.
- 3A. REGISTRATION WITH CENTRAL CONTRACTOR REGISTRATION (CCR):  
The recipient is required to register with the U.S. Federal Government Central Contractor Registration (ARRA Sec. 1512 (h)). The registration website is found at <http://www.ccr.gov/>. A valid Data Universal Numbering System (DUNS) number is required in order to register in CCR. Once registered, the recipient must provide the Department with the DUNS number used to register with CCR.
- 4A. REPORTING:  
Recipients of ARRA funds must report quarterly on the use of the awarded funds, on the date and in the format required by the [Department]. Data to be reported shall include but may not be limited to the following information:
  - a. The total amount of ARRA funds received under this award;
  - b. The amount of ARRA funds received under this award that were obligated or expended to projects or activities;
  - c. The amount of unobligated award balances;
  - d. A detailed list of all projects or activities for which ARRA funds under this award were obligated or expended, including:

- The name of the project or activity;
- A description of the project or activity;
- An evaluation of the completion status of the project or activity;
- For infrastructure investments made by local governments, the purpose, total cost, and rationale for funding the infrastructure investment with funds made available under this Act, and the name of the person to contact if there are concerns with the infrastructure investment.

e. The names and total compensation of the five most highly compensated officers of the recipient, if the recipient received 80% or more of its annual gross revenues in Federal awards and \$25 million or more in annual gross revenue from Federal awards.

f. Detailed information on any sub-awards (sub-contracts or sub-grants) made by the grant recipient including:  
 (i) For any sub-award equal to or larger than \$25,000, the following information:

- The name of the entity receiving the sub-award;  
 Agency Heads Page 17 May 8, 2009
- The amount of the sub-award;
- The transaction type;
- Program source;
- An award title descriptive of the purpose of each funding action;
- The location of the entity receiving the award;
- The primary location of performance under the award, including the city, State, congressional district, and country; and
- A unique identifier of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity.
- The names and total compensation of the five most highly compensated officers of the company, if it received 80% or more of its annual gross revenues in Federal awards and \$25 million or more in annual gross revenue from Federal awards.

(ii) For any sub-awards made to individuals or for less than \$25,000, reporting may be made in the aggregate.

g. Recipients must account for each ARRA award and sub-award (sub-grant and sub-contract) separately. Pooling of ARRA award funds with other funds is not permitted.

(ARRA sec. 1512, Federal Funding Accountability and Transparency Act of 2006, Public Law 109-282)

5A. JOB REPORTING

Recipients of ARRA funds must report the number of jobs retained by the project or activity not later than 7 days before the end of each calendar quarter. The State of Wisconsin shall make forms available for the collection of job reporting data to the recipient. (ARRA Sec. 1512)

6A. JOBCENTEROF WISCONSIN.COM

The recipient shall post all Wisconsin job openings created by ARRA-funded state contracts on the JobCenterOfWisconsin.com website. (Executive Order #278)

7A. BUY AMERICAN - USE OF AMERICAN, IRON, STEEL, AND MANUFACTURED GOODS:

The recipient may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless the head of the Federal department or agency providing the funds waives the application of this provision or another exception applies. (ARRA Sec. 1605)

8A. WAGE RATE REQUIREMENTS:

Subject to further clarification issued by the Office of Management and Budget, and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed

by contractors and subcontractors on projects funded in whole or in part by ARRA funds pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606)

9A. TIME LIMITS ON USE OF FUNDS AGENCY HEADS PAGE 18 MAY 8, 2009:

The recipient shall comply with program schedule and performance objectives specified by the [Department], in addition to the expected start and completion dates of projects funded by the ARRA. (ARRA Sec. 1602)

10A. DISCLOSURE OF FRAUD OR MISCONDUCT:

The recipient shall promptly identify or report any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds. (False Claims Act, 31 U.S.C. sec. 3729-3733)(ARRA Sec. 1553)

11A. WHISTLEBLOWER PROTECTIONS:

The recipient is prohibited from demoting, discharging, or otherwise discriminating against an employee as retaliation for disclosing what the employee reasonably believes to be gross mismanagement or misconduct of ARRA funds under the contract or subcontract to the appropriate Federal, State, or other supervisory authority. Any employer receiving covered funds shall post notice of the rights and remedies provided to employees under this section (ARRA Sec. 1553).

12A. ACCESS TO RECORDS AND EMPLOYEES:

The recipient shall provide the [Department] or the [Department's] authorized representative with access to the recipient's records related to obligations and use of funds made available in this Act.

13A. CONTRACT PROVISION ON AUTHORITY OF THE U.S. COMPTROLLER GENERAL:

The recipient shall include the following provision in any contracts awarded by the recipient using ARRA funds: The U.S. Comptroller General and his representatives are authorized:

- (1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
  - (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.
- (ARRA Sec. 902).

14A. AUTHORITY OF FEDERAL INSPECTOR GENERAL:

The recipient shall allow any representatives of the Inspector General of a federal department or agency to:

- (1) Examine any records of the recipient, its subcontractors, or subgrantees, that pertain to and involve transactions relating to the grant, subcontract, or subgrant; and
  - (2) Interview any officer or employee of the recipient, subcontractor, or subgrantee regarding such transactions.
- Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general. (ARRA Sec. 1515(b)).

15A. SINGLE AUDITS

In accordance with OMB Circular A-133, which implements the single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package. **For fiscal periods 2002 to 2007 recipients are to submit hard copy to the following address:**

Federal Audit Clearinghouse  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

For fiscal periods 2008 and beyond the recipient **MUST** submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions is available on the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

16A. SUSPENSION AND DEBARMENT

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at [www.epls.gov](http://www.epls.gov). This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

17A. TRAFFICKING VICTIM PROTECTION ACT OF 2000

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

18A. NONCOMPLIANCE:

Recipients of funds made available under the ARRA are subject to all of the terms and conditions of this

addendum. If a recipient materially fails to comply with the terms and conditions of the award, the awarding agency may take appropriate action, which may result in the suspension or termination of both the agreement and recovery of the funds awarded, and any other remedies available at law.

The undersigned, as representatives of their respective agencies, hereto agree to this grant agreement.

Date 11.18.2009

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

By Margy Ellen Seibert  
for Matthew Frank, Secretary

Date 12.2.2009

SOUTHEASTERN WISCONSIN  
REGIONAL PLANNING COMMISSION

By Thomas H. Buestrin  
Thomas H. Buestrin, Chair

David L. Stroik



**Southeastern WI Regional Planning Commission**  
**Sweet Water Trust - Watershed Planning and Implementation 604(b)**

Date: April 6, 2009

Project Title: Southeastern Wisconsin Watersheds Trust (SWWT)

Staff Requestee: Sharon L. Gayan, Milwaukee River Basin Supervisor

Proposed Funding Source: 604(b) Stimulus

Passthrough eligible? Yes, the grant would be issued to the Southeastern Wisconsin Regional Planning Commission or to MMSD as a pass through to the SWWT consultant.

Project time period (including completion of deliverables): June 2009 through June 2010

The Southeastern Wisconsin Watersheds Trust (SWWT) currently is developing Watershed Restoration Plans (WRP) for the Kinnickinnic River. The focus of this plan will be to compute the pollutant loads to the waterway and then develop a suite of best management practices that can be used to reduce those loads. Using this plan and the existing water quality monitoring data, improvements will be quantified.

Additionally, the Milwaukee Metropolitan Sewerage District (MMSD) is developing a flood management plan for the Kinnickinnic River. This plan will determine where existing flooding is occurring. Flood management approaches will be developed that address this flooding and will address the impacts of removing the concrete lining to the channel.

The Southeastern Regional Planning Commission would work with SWWT to use the 604(b) funding to do some targeted modeling of two subwatersheds of the Kinnickinnic River: Villa Mann Creek and Holmes Avenue Creek. These two subwatersheds will provide a good understanding of the impacts stormwater best management practices (also known as green infrastructure) might have on the quantity and quality of water in the Kinnickinnic River. The modeling would simulate the benefits of "blanketing" the subwatersheds with bioswales, rain gardens, rain barrels, and green roofs. If benefits are found through this analysis, SWWT members would then have a roadmap for implementation.

**Estimated Project Budget** : \$20,000

**Project Objective:** The Southeastern Wisconsin Regional Planning Commission would pass through the 604 (b) funding to the consultant doing the Kinnickinnic River Watershed Restoration Plan for the Southeastern Wisconsin Watersheds Trust (SWWT). The consultant would also provide the information to Milwaukee Metropolitan Sewerage District to incorporate into their Kinnickinnic River Watercourse Flood Control Study.

- 1) To integrate the use of non-structural best management practices widely known as green infrastructure into the planning and implementation process of the Kinnickinnic Watershed Restoration Plan (WRP) process for two subwatershed: *Villa Mann Creek and Holmes Avenue Creek*.
- 2) To model using the "blanket approach" of green infrastructure for the two subwatersheds showing where implementation of practices would benefit water quality and quantity in the stream.
- 3) To integrate the use of green infrastructure practices into the Kinnickinnic Watercourse Flood Study for the two subwatersheds.
- 4) To identify **areas** in the two watersheds where the "blanketing" approach of green infrastructure would benefit water quality and water quantity goals.

**Project Deliverables:**

- 1) Completion of the green infrastructure practices "blanketing" modeling *results* for Villa Mann and Holmes Avenue Creek subwatersheds.
- 2) Incorporation of the green infrastructure practices "blanketing" modeling results into both the Kinnickinnic River WRP and the Kinnickinnic River Watercourse Study
- 3) Identification of green infrastructure practices by area in each of the subwatersheds that show the greatest water quality and water quantity benefit for the stream
- 4) Summarize results in a report on the effectiveness of using a blanket green infrastructure practices approach.
- 5) Recommend a green infrastructure pilot project (if benefits are found through this analysis) to the Southeastern Wisconsin Watershed Trust for implementation.

## SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

### **PROJECT SUMMARY FOR THE PREPARATION OF AN UPDATED WATER RESOURCES IMPLEMENTATION PLAN FOR THE SOUTHEASTERN WISCONSIN FOX RIVER COMMISSION: 2009-2010**

The Southeastern Wisconsin Regional Planning Commission staff assisted the Southeastern Wisconsin Fox River Commission (SEWFRC) in the preparation of the initial SEWFRC implementation plan that was published in March of 1998. This plan built upon the field studies conducted during the preparation of SEWRPC Memorandum Report No. 102, *Water Level Control Plan for the Waterford-Vernon Area of the Middle Fox River Watershed, Racine and Waukesha Counties, Wisconsin*, which was published in March 1995.

During 2007, the SEWFRC requested the assistance of the Regional Planning Commission in updating and refining the 1998 implementation plan. The Regional Planning Commission staff subsequently requested that the SEWFRC Commissioners identify recommended issues for consideration under the program to update the plan. This memorandum sets forth an overview of the updated planning program, inclusive of consideration of the issues identified by the SEWFRC Commissioners.

As called for under the state legislation that established the SEWFRC, the initial implementation plan contained the following plan elements:

1. Background, including planning area, overall objectives, and overview of statutory requirements
2. Implementation plan elements, including selected dredging, channel and shoreline maintenance and debris clearing, dam operations at the Waterford Dam, streambank erosion protection, shoreline recreation, water safety, navigation and boating regulations, water use, and other plan implementation activities.
3. Anticipated impacts of the implementation plan.
4. Recommended implementation strategies.

The proposed update to the implementation plan will include review of the previous plan, review of the issues identified by the SEWFRC Commissioners, and a report on the status of implementation of each of the plan elements listed under Item 2 above. The proposed implementation plan update also will include an assessment of the impacts of those recommended actions that have been implemented during the 20-year period since the initial plan was promulgated (Item 3 above). In addition to updated inventory data for the area within the SEWFRC boundaries, the following additional items will be considered in the refined document:

1. Exploration of expanding the Commission's overall service area from that currently defined in paragraph (7) of Section 33.53 of the *Wisconsin Statutes*;
2. Evaluation of the membership of the Commission from that currently defined in Section 33.55(1) of the *Wisconsin Statutes*, and formulation of recommendations for modification, if appropriate;
3. Development of procedures for prioritizing and selecting projects to be implemented and for tracking project progress and budgets;
4. Development of alternative funding mechanisms for continued project support and administrative functioning (i.e., webpage), pursuant to the budget process as set forth in Section 33.60 of the *Wisconsin Statutes*, and consideration of ways to change the SEWFRC budget cycle to better match the budget cycles of Racine and Waukesha Counties;

5. Evaluation of the long-term impacts on the Fox River Watershed of the Great Lakes Compact, the regional water quality management plan, and associated State laws and programs related to stormwater management;
6. Identification of potential partnerships to leverage available resources;
7. Identification of future projects along with potential funding sources, including identification of the role of the SEWFRC in any such projects; and
8. Consideration of the role of the SEWFRC in implementing measures to address urban and rural nonpoint source pollutants, including, but not limited to sediment, through wetland restoration, shoreline buffers, detention basins, stream rehabilitation, and related practices.

The updated implementation plan also will incorporate the recommendations set forth in the Commission's comprehensive lake management plans for Eagle Spring Lake, Pewaukee Lake, the Phantom Lakes, and Waterford Impoundment,<sup>1</sup> which have been published since the initial implementation plan was compiled. To the extent that the Pebble Creek watershed is included within the portion of the Fox River basin under the jurisdiction of the SEWFRC, recommendations set forth in the Commission's watershed protection plan for Pebble Creek also will be incorporated.<sup>2</sup> In addition, the standard operating procedures of the SEWFRC regarding cost-share rates, grant administration policies, agreements and contracts, and project bidding will be documented.

Because the original implementation plan elements listed above are required to be addressed under the State legislation forming the SEWFRC (set forth in Subchapter VI of Chapter 33 of the *Wisconsin Statutes*), it may be necessary to obtain changes in the legislation if significant modification of those elements were proposed, or if it were proposed to add elements that are not currently included in the legislation. Potential implementation plan modifications proposed by the SEWFRC will be addressed in the draft implementation plan update, and, if after review and discussion of the draft plan update the SEWFRC decides to proceed with modifying implementation plan components, the draft implementation plan update could serve as a briefing document that would be useful in pursuing changes in legislation.

The proposed timeline for completion of the plan is as follows:

- **June 2009:** Agree on final scope of work;
- **July 2009:** Initiate work on implementation plan update;
- **August 2009 through September 2010:** Acquire data and conduct field inventories, prepare drafts of plan elements, and review various draft plan components with the SEWFRC at regularly scheduled meetings; and,
- **October 2010:** Complete final report.

It is proposed to complete this project using \$40,000 in Federal Clean Water Act Section 604(b) funds provided to SEWRPC by the Wisconsin Department of Natural Resources under the American Recovery and Reinvestment Act of 2009.

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<sup>1</sup>SEWRPC Community Assistance Planning Report No. 58, 2nd Edition, A Lake Management Plan for Pewaukee Lake, Waukesha County, Wisconsin, May 2003; SEWRPC Community Assistance Planning Report No. 226, A Lake Management Plan for Eagle Spring Lake, Waukesha County, Wisconsin, October 1997; SEWRPC Community Assistance Planning Report No. 230, A Lake Management Plan for the Phantom Lakes, Waukesha County, Wisconsin, Volume One, Inventory Findings, and Volume Two, Alternatives and Recommended Plan, January 2006; SEWRPC Community Assistance Planning Report No. 283, A Lake Management Plan for the Waterford Impoundment, Racine County, Wisconsin, Volume One, Inventory Findings, and Volume Two, Alternative and Recommended Plans, October 2007.

<sup>2</sup>SEWRPC Community Assistance Planning Report No. 284, Pebble Creek Watershed Protection Plan, Waukesha County, Wisconsin, Part One, June 2008.