



*"Changing our World One Drop at a Time"*

**Waterford Waterway Management District**  
Board of Commissioners Meeting Minutes  
January 26, 2013

1. Call to Order, Pledge of Allegiance, Roll Call

Chairman Kelly Cornelius called the meeting to order at 9:00 AM at the Waterford Town Hall, Waterford, WI. Commissioners present: Barbara Baron, Don Baron, Andres Peekna, John Bostrom, Gary Bluemel and Paul Kling.

2. Approval of Minutes

- ✓ Motion to approve the minutes of the September 25, 2012 meeting to elect officers was made by Cmr. B. Baron and seconded by Cmr. Bluemel. Vote: 6 Yes 0 No. Minutes on file.
- ✓ Motion to approve the minutes of the August 23, 2012 meeting was made by Cmr. B. Baron and seconded by Cmr. Bluemel. Vote: 6 Yes 0 No. Minutes on file.

3. Correspondence/Chairman's Report

Cmr Cornelius reviewed Correspondence she has handled:

- Thomas Cyr on Burma Road states he may have been charged double for the Special Charge from WWMD. Mr. Cyr has been referred to Kathy Romanak – Town Assessor. Racine County applies the WWMD Special Charge to the properties within the district. She also asked them to contact Racine County if they believe there is an error.
- A letter she received from Dennis and Kim Danowski that conveyed opinions about the WWMD special charge on their Racine County Tax bill (attached). Cmr Cornelius responded to their points. She also referred them to Racine County for further tax information.

4. Treasurer's Report

- Jim J Filicetti of KJ Tax & Accounting gave a brief review of WWMD financial procedures, and reviewed QuickBooks vs. an Excel spreadsheet. Cmr. Cornelius reviewed the pros & Cons of using QuickBooks vs. an Excel spreadsheet.
- ✓ A motion was made to stay with QuickBooks was made by Cmr Bostrom and seconded by Cmr Peekna. Vote: 6 Yes, 0 No.
- ✓ A motion to use KJ tax services for and additional \$50.00 per month for bookkeeping and record keeping was made by Bluemel and seconded by Bostrom. Vote: 6 Yes, 0 No.
- Question as to whether Cmr. Bluemel would be able to execute duties considering his inability to access software. Cmr Bluemel responded that he would be able to be able to handle the duties.

- ✓ A motion to use KJ tax services for and additional \$50.00 per month for bookkeeping and record keeping was made by Bluemel and seconded by Bostrom. Vote: 6 Yes, 0 No.
- Cmr Bluemel reported that the annual audit was completed and all was well. Copy on File.

#### 5. Bill Payment Approval

The following bills were presented for approval to pay:

|  |                   |
|--|-------------------|
| Graef Invoice # 76158 fir conservation and development | \$2050.00         |
| Graef invoice #76159, information and education        | \$30.00           |
| Graef invoice #75867, conservation and development     | <u>\$3,008.00</u> |
|  | <u>\$5,088.00</u> |

- ✓ Motion to approve payment and claims of the above bills was made by Cmr. B. Baron and seconded by Cmr. D. Baron Vote: 6 Yes, 0 No
- Dr. Thornton of SEWRPC reviewed several points on what is required of the board. He stated that officer's server at the convenience of the Board of Directors and they can step down or be changed at any time. The Treasures position should be able to perform the duties of the office as long as they have a basic understanding of our finances.

6. Project Updates: Cmr Kling has nothing to report at this time.

#### 7. Committee Reports

##### a. Aquatic Plant

- Stephanie Boutsikakis introduced:
  - Guest speaker Christina Wolbers, WDNR, AIS Specialist, who updated us on the Clean Boats/Clean Waters (CB/CW) program. She reviewed the program and its potential results and tied it to future grants.
  - Eagle Spring Lake Management District
  - Karissa Chinault - Intern from UW - Whitewater, Ecology and biology Major. Watercraft Inspections for AIS.
- Stephanie reported how Town and Country Resource Conservation and Development (TCRCD) will hire the intern and apply for the grant. Looking for volunteers to help with the program.
  - ✓ A motion was made by Cmr B. Baron to approve funding WWMD's 25% portion of the Clean Boats / Clean Water program, up to \$860. Seconded by Cmr Bluemel. Vote: 6 Yes, 0 No.
- Mike Waghorn reported reviewed the AIS committees report
  - ✓ Motion was made to approve the contract for Stantec by Cmr D. Baron, seconded by Cmr Peekna. Vote: 6 Yes, 0 No.
  - ✓ A motion was made by Cmr Baron to approve up to \$1,500 for permit fees. Seconded by Cmr. Peekna. Vote: 6 Yes, 0 No.
  - ✓ A motion was made to approve the AIS application by Cmr B. Baron, seconded by Cmr Peekna. Vote: 6 Yes, 0 No.

- Dr. Thornton indicated that he is finishing up the work SEWRPC is doing and it will be done on time for the February 1<sup>st</sup> submission.
  - Report on file
- b. Navigation and Hydrology
- i. Eco-System Restoration - Report on file.
- c. Information and Education
- Cmr Cornelius asked that when electronic copies of documents are available (contracts, applications or resolutions), forward them to her.
  - Cmr. Cornelius reported that the website is up and running, [www.waterford-waterway.com](http://www.waterford-waterway.com)
  - Dennis Hassenfang asked that all articles for the Water Talk Newsletter be submitted to him by February 14<sup>th</sup>.
- d. Marketing - Report on file.
- i. Political - Report on file.
- e. Legislative Committee Report - Report on file.
- f. Planning
- We have received the preliminary version of the Aquatic Plant Management Update of Lake Management Plan.
  - Dr. Thornton indicated that the Aquatic Plant Management Plan has a 15-20 year lifetime. Within that, there is the Aquatic Plant Management (APM) portion that requires an update every 3-5 years. Starting with this one, we would update the APM as a separate stand-alone document, and update it with a memorandum every 5 years. With this, the Lake Management Plan is completely updated.
  - Report on file
- g. Special Projects -
- Nothing to Report
- h. Finance - Vacant
- i. Grants - Report on file
9. Old Business
- a. Cause Report – No Report.
- b. Fox River Commission Report – Cmr. D. Baron reported for the FRC.
- That he approached Jim Pindel about the fact that WWMD did not attend their October meeting. We will make sure that we are properly represented at the next meeting.
  - They need the support of the WWMD board to help them stop the water diversion from the Fox River.
    - Dr. Thornton further clarified that as part of the city's efforts to access Lake Michigan water, which requires that 110% of the water diverted be returned to the lake. This is the ground water that used, treated and dumped into the Fox

River. The can be up to 90 of the flow in the river during a very dry season. This is supported by the Illinois Fox River Agency. The impact is not being addressed by the City of Waukesha.

- There is a process underway by the WDNR, communication to them that the impact on the Fox River has not been addressed to date, and our concern could be cause enough for the WDNR to go back to the city to address this.
- This reduction could have significant implication of the navigability and recreational use of the system and the ecosystem itself.
- Navigation will look at this and Cmr Bostrom will do some research.

10. New Business

- Bookkeeping and accounting – See Treasures report
- Dr. Thornton announced that the Fox River Partnership is hosting a Fox River Summit on Friday March 22, 2013 at Veterans Terrace at Echo Park in Burlington, WI.
- WWMD will celebrate its 10 year anniversary at the February 23<sup>rd</sup> meeting.

11. Opportunity for public to address WWMD Commissioners

There were general comments made at the end of the meeting.

12. Close Meeting

- ✓ A motion was made by Cmr D. Baron and seconded by Cmr Peekna to adjourn at 11:20.  
Vote: 6 Yes, 0 No

Respectfully Submitted,

Paul Kling  
WWMD Secretary

**The next meeting is scheduled for Saturday, February 23, 2013.**

Meeting Guests

| <u>Name</u>           | <u>Address</u>      | <u>Phone</u> | <u>E-Mail Address</u>       |
|-----------------------|---------------------|--------------|-----------------------------|
| Bill Mainus           | 28658 Clove Ct      | 262-706-3143 | inspwill@aol.com            |
| Dennis Hasenfang      | 5680 Island View Ct | 847-323-8910 | dennis@denniscentral.com    |
| John Bjork            | 5201 Riverside Rd.  | 534-5570     |                             |
| Mike Waghorn          | 5514 W. Peninsula   | 312-952-1959 | mikewaghorn@yahoo.com       |
| Roy Burlingame        | 6507 Willow Ct.     | 662-3553     |                             |
| Stephanie Boutsikakis | 5514 W. Peninsula   | 312-952-1959 | stephanie2003@ameritech.net |
| Dr. Jeff Thornton     | SEWRPC              |              |                             |
| Christine             | WWMD                |              |                             |
| Karissa Chinault      |                     |              |                             |
| Jim Filicetti         | K & J Tax Service   |              |                             |
| Eagle Spring Lake     | Management District |              |                             |



Waterford Waterway Management District  
P.O. Box 416  
Waterford, Wisconsin 53185

Attachment A:

To whom this will concern; Dec 31 2012  
We are shocked at the increase in  
the Waterway program!

We find it AMAZING that now, when  
the economy is teetering on a recession,  
that the people behind this organization  
deems it so important to raise rates!

My husband has had 14% of his income  
TAKEN away! We've struggled all year,  
making cuts and reducing where  
we could. And we open the taxbill  
to THAT!!

One of the properties is a non-buildable  
lot; the taxes on that are \$93.35 and  
we're being charged \$175.42 !! That's APPALLING  
and UNJUST !!

We have been trying to sell our  
house on the River and that lot, but  
for reasons we don't know, it's a hard  
sell, or maybe people see these ridiculous  
charges and think twice. We would.

The Fox River isn't a private pond.  
Anybody can use it, yet only people  
who own property on the water have  
to pay this charge.

Why don't you figure a better/fair  
way to get funds?! Get together  
with the village and start charging for  
boat launching. Have fund-raisers,  
propose a Racine Co. Sales tax or ask  
these "ultra-rich" to donate!

We did not vote for or agree to  
this program when it first came around



Waterford Waterway Management District  
P.O. Box 416  
Waterford, Wisconsin 53185

and we still don't. This upsets us so, that we would never consider buying property on water again because of the politics and bureaucracy. Shame on this selfish program!

Here's something to realize — This is NOT a necessity, and when you don't have an income/revenue to support it, you do without.

It would be interesting to ask every property owner on the River if they're "OK" with paying this charge or is there some necessity they could use that \$175<sup>00</sup> toward.

I wonder what their answer would be! And our charge is \$350<sup>00</sup>. One property, one lot.

Any information can be mailed to

Dennis & Kim Danowski

(and no, we do not live on a Lake)

Also, we find it interesting that our garbage & recycling charge is less than your organization's charge, and that is a necessity.

Dennis & Kim Danowski



Waterford Waterway Management District  
P.O. Box 416  
Waterford, Wisconsin 53185

RE: 2013 WWMD SPECIAL CHARGE

January 15, 2013

Dear Kim and Dennis Danowski:

I have received your letter dated December 31, 2012; thank you for taking the time to write and to convey your opinions regarding the WWMD special charge. The letter has been included in the upcoming correspondence segment of the agenda, for the meeting held at the Waterford Town Hall, 415 North Milwaukee Street, Waterford, WI on Saturday, January 26<sup>th</sup>, 2013 at 0900AM.

Best regards,  
Colleen "Kelly" Cornelius  
WWMD Chair

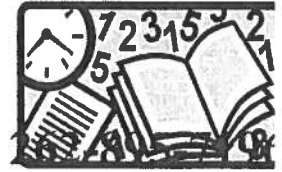
Commissioners- Kelly Cornelius-Chairman- Town Board appointed, Barbara Baron, (2013)-Vice Chairman, Gary Bluemel (2015) Secretary/Treasurer, John Bostrom (2013), Andres Peekna (2013) Paul Kling (2015) Donald Baron-Racine County Appointed

**Changing our world One drop at a time**

We welcome input from the public at the time noted on the agenda. Commissioners- Kelly Cornelius-Chairman- Town Board appointed, Barbara Baron, (2013) - Vice Chairman, Gary Bluemel (2014) Treasurer, John Bostrom (2013), Andres Peekna (2013) Paul Kling (2014) Secretary, Donald Baron-Racine County Appointed

**Changing our world One drop at a time**

## KJ Tax & Accounting, LLC



Jim & Kathy Filicetti, CPAs  
501 East Main Street  
Waterford, Wisconsin 53185

Phone 262-514-3800  
Fax 262-514-3801

November 6th, 2012

Waterford Waterway Management District  
Board of Directors  
123 N. River Street  
PO Box 416  
Waterford, WI 53185

Dear Board of Directors:

I have reviewed the Financial Statements and Bank Accounts for the Waterford Waterway Management District. The period of review (not to be misinterpreted for Generally Accepted Accounting Principles review) covers from October 1st, 2011 through September 30<sup>th</sup>, 2012. I have summarized my findings below.

I have reviewed the Financial Statements. The Financial Statements are reasonably stated. I found no material discrepancies with the accounts on the Financial Statements.

The Money Market accounts and the checking accounts have been reconciled and are properly stated as of September 30<sup>th</sup>, 2012.

If you have any questions, please do not hesitate to call.

Sincerely,

*James N. Filicetti, CPA*

James N. Filicetti, CPA

*Sound Advice/Reasonable Price*  
*Members AICPA & WICPA*  
**KJ Tax & Accounting, LLC**



2:47 PM  
 11/06/12  
 Accrual Basis

**Waterford Waterway Management District**  
**Balance Sheet**  
 As of September 30, 2012

|                                       | Sep 30, 12        | Sep 30, 11        | \$ Change        | % Change     |
|---------------------------------------|-------------------|-------------------|------------------|--------------|
| <b>ASSETS</b>                         |                   |                   |                  |              |
| Current Assets                        |                   |                   |                  |              |
| Checking/Savings                      |                   |                   |                  |              |
| Equitable Bank - Checking             | 1,242.73          | 573.59            | 669.14           | 116.7%       |
| Equitable Bank - MM                   | 188,659.22        | 139,904.90        | 48,754.32        | 34.9%        |
| Total Checking/Savings                | 189,901.95        | 140,478.49        | 49,423.46        | 35.2%        |
| Total Current Assets                  | 189,901.95        | 140,478.49        | 49,423.46        | 35.2%        |
| <b>TOTAL ASSETS</b>                   | <b>189,901.95</b> | <b>140,478.49</b> | <b>49,423.46</b> | <b>35.2%</b> |
| <b>LIABILITIES &amp; EQUITY</b>       |                   |                   |                  |              |
| Liabilities                           |                   |                   |                  |              |
| Long Term Liabilities                 |                   |                   |                  |              |
| Conservancy Bay Project               | 0.00              | 18,000.00         | -18,000.00       | -100.0%      |
| Total Long Term Liabilities           | 0.00              | 18,000.00         | -18,000.00       | -100.0%      |
| Total Liabilities                     | 0.00              | 18,000.00         | -18,000.00       | -100.0%      |
| Equity                                |                   |                   |                  |              |
| Conservancy Bay Project 1             | 0.00              | -18,000.00        | 18,000.00        | 100.0%       |
| Opening Bal Equity                    | 3,477.82          | 3,477.82          | 0.00             | 0.0%         |
| Unrestrict (retained earnings)        | 137,000.67        | 61,802.02         | 75,198.65        | 121.7%       |
| Net Income                            | 49,423.46         | 75,198.65         | -25,775.19       | -34.3%       |
| Total Equity                          | 189,901.95        | 122,478.49        | 67,423.46        | 55.1%        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <b>189,901.95</b> | <b>140,478.49</b> | <b>49,423.46</b> | <b>35.2%</b> |

2:45 PM  
 11/06/12  
 Accrual Basis

**Waterford Waterway Management District**  
**Profit & Loss**  
 October 2011 through September 2012

|                                | Oct '11 - ...    | % of Inco... |
|--------------------------------|------------------|--------------|
| <b>Ordinary Income/Expense</b> |                  |              |
| <b>Income</b>                  |                  |              |
| <b>Other</b>                   |                  |              |
| Interest Income                | 663.47           | 0.5%         |
| Sales of WWMD Merchandise      | 140.00           | 0.1%         |
| Unassigned Donations           | 550.00           | 0.4%         |
| <b>Total Other</b>             | 1,353.47         | 1.0%         |
| <b>Special Charge Revenue</b>  | 129,200.85       | 99.0%        |
| <b>Total Income</b>            | 130,554.32       | 100.0%       |
| <b>Expense</b>                 |                  |              |
| Annual Meeting Expense         | 870.77           | 0.7%         |
| Contingency Expense            | 500.00           | 0.4%         |
| Dues & Subscriptions           | 85.00            | 0.1%         |
| Education Expense              | 1,746.65         | 1.3%         |
| Insurance                      | 2,080.00         | 1.6%         |
| Land Lease                     | 50.00            | 0.0%         |
| Legislative Committee          | 260.20           | 0.2%         |
| Newsletter Expense             | 939.47           | 0.7%         |
| Office Supplies                | 103.79           | 0.1%         |
| Postage                        | 349.00           | 0.3%         |
| Professional Expenses(A&L)     | 600.00           | 0.5%         |
| Project Expense                | 73,065.22        | 56.0%        |
| Storage                        | 385.00           | 0.3%         |
| Web Site Development           | 95.76            | 0.1%         |
| <b>Total Expense</b>           | 81,130.86        | 62.1%        |
| <b>Net Ordinary Income</b>     | 49,423.46        | 37.9%        |
| <b>Net Income</b>              | <u>49,423.46</u> | <u>37.9%</u> |

**Waterford Waterway Management District**  
**Profit & Loss**  
 October 2011 through September 2012

|                                       | Oct '11 - Sep 12 | Oct '10 - Sep 11 | \$ Change  | % Change |
|---------------------------------------|------------------|------------------|------------|----------|
| <b>Ordinary Income/Expense</b>        |                  |                  |            |          |
| <b>Income</b>                         |                  |                  |            |          |
| <b>Intergovernmental Income</b>       |                  |                  |            |          |
| <b>Grants</b>                         |                  |                  |            |          |
| Other Grants, As Assigned             | 0.00             | 22,666.82        | -22,666.82 | -100.0%  |
| <b>Total Grants</b>                   | 0.00             | 22,666.82        | -22,666.82 | -100.0%  |
| <b>Total Intergovernmental Income</b> | 0.00             | 22,666.82        | -22,666.82 | -100.0%  |
| <b>Other</b>                          |                  |                  |            |          |
| Interest Income                       | 663.47           | 708.84           | -45.37     | -6.4%    |
| Sales of WWMD Merchandise             | 140.00           | 85.00            | 55.00      | 64.7%    |
| Unassigned Donations                  | 550.00           | 300.00           | 250.00     | 83.3%    |
| <b>Total Other</b>                    | 1,353.47         | 1,093.84         | 259.63     | 23.7%    |
| <b>Special Charge Revenue</b>         | 129,200.85       | 123,634.15       | 5,566.70   | 4.5%     |
| <b>Total Income</b>                   | 130,554.32       | 147,394.81       | -16,840.49 | -11.4%   |
| <b>Expense</b>                        |                  |                  |            |          |
| Annual Meeting Expense                | 870.77           | 0.00             | 870.77     | 100.0%   |
| Contingency Expense                   | 500.00           | 0.00             | 500.00     | 100.0%   |
| District Phone                        | 0.00             | 210.82           | -210.82    | -100.0%  |
| Dues & Subscriptions                  | 85.00            | 85.00            | 0.00       | 0.0%     |
| Education Expense                     | 1,746.65         | 0.00             | 1,746.65   | 100.0%   |
| Insurance                             | 2,080.00         | 1,877.00         | 203.00     | 10.8%    |
| Land Lease                            | 50.00            | 50.00            | 0.00       | 0.0%     |
| Legislative Committee                 | 260.20           | 63.04            | 197.16     | 312.8%   |
| Newsletter Expense                    | 939.47           | 2,784.34         | -1,844.87  | -66.3%   |
| Office Supplies                       | 103.79           | 872.96           | -769.17    | -88.1%   |
| Postage                               | 349.00           | 299.00           | 50.00      | 16.7%    |
| Printing and Copying                  | 0.00             | 66.61            | -66.61     | -100.0%  |
| Professional Expenses(A&L)            | 600.00           | 1,085.00         | -485.00    | -44.7%   |
| Project Expense                       | 73,065.22        | 64,417.39        | 8,647.83   | 13.4%    |
| Storage                               | 385.00           | 385.00           | 0.00       | 0.0%     |
| Web Site Development                  | 95.76            | 0.00             | 95.76      | 100.0%   |
| <b>Total Expense</b>                  | 81,130.86        | 72,196.16        | 8,934.70   | 12.4%    |
| <b>Net Ordinary Income</b>            | 49,423.46        | 75,198.65        | -25,775.19 | -34.3%   |
| <b>Net Income</b>                     | 49,423.46        | 75,198.65        | -25,775.19 | -34.3%   |

8:55 AM  
10/22/12

**Waterford Waterway Management District**  
**Statement of Cash Flows**  
October 2011 through September 2012

|   | <u>Oct '11 - Sep 12</u> |
|---|-------------------------|
| <b>OPERATING ACTIVITIES</b>               |                         |
| Net Income                                | 49,423.46               |
| Net cash provided by Operating Activities | 49,423.46               |
| <b>FINANCING ACTIVITIES</b>               |                         |
| Conservancy Bay Project                   | -18,000.00              |
| Conservancy Bay Project 1                 | 18,000.00               |
| Net cash provided by Financing Activities | 0.00                    |
| Net cash increase for period              | 49,423.46               |
| Cash at beginning of period               | 140,478.49              |
| Cash at end of period                     | <u>189,901.95</u>       |

# Aquatic Plant Management Committee Report

## January 26<sup>th</sup>, 2013

Members: Mike Waghorn, Stephanie Boutsikakis, Andres Peenka, Dick Kosut, Dennis Hasenfang

The Committee has been busy preparing for the 2013 season. The Board has given us a generous budget that we want to make the best use of. Today, we are going to cover the following areas:

- Clean Boats/Clean Water Program
- WDNR Meeting
- Herbicidal Treatments
- Harvesting
- AIS Control Grant

### Clean Boat/Clean Water Program

We have been working to partner with Town and Country Resource Conservation and Development (TCRCD,) Wisconsin to implement a boat inspection program. See Attachment B, item 2 of the agenda for details. This is an important program for the following reasons:

- Proactive approach to AIS control vs. reactive.
- Leadership among other lake management organizations.
- Good publicity for district.
- Endorsed and highly regarded by WDNR.
- Meets "prevention and control strategies" requirement for AIS Control Grant.

### WDNR Meeting

The committee met with Craig Helker of the WDNR this month to review 2012 and plan changes for 2013. Craig was pleased with the changes to the 2013 contract with Stantec for GPS data and is happy to work with us on planning and scheduling treatments. He provided some valuable information on Harvesting, including the fact that we can apply for a 5 year harvesting permit to minimize costs.

### Herbicidal Treatments

We have updated the contract with Stantec. This was sent to the Board on January 9<sup>th</sup> and we request Board approval and signature today. Highlights of the changes include expanded surveying for AIS, GPS data on treated areas, expanded use of Clipper (with WDNR approval) and assistance with AIS Control Grant application. Stantec will be assisting us with the 2013 permit and we request approval of the permit fee today (upto \$1,500).

### Harvesting

The committee plans to continue harvesting in 2013 in areas that are in the most need of relief. We will begin the bidding process to select a harvesting partner in the near future

### AIS Control Grant

We plan to apply for the AIS Control grant this year. This grant can provide reimbursement for 50% of our AIS treatment expenses. There are 2 submission cycles each year, Feb 1<sup>st</sup> and Aug 1<sup>st</sup>. We are working for the Feb 1<sup>st</sup> submission and need the following items;

- Signed Resolution
- Signed Application
- Updated Lake Management Plan submitted to WDNR
- 

### Financials

|                                       |              |
|---------------------------------------|--------------|
| Aquatic Plant Management Budget ----- | \$145,000.00 |
| Expenses to date -----                | \$15,822.00  |
| Remaining Budget -----                | \$129,178.00 |



**Stantec**

Stantec Consulting Services Inc.  
12075 Corporate Parkway, Suite 200  
Mequon, WI 53092  
Tel: (262) 241-4466

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January 4, 2013

Kelly Cornelius – District Chairman  
Waterford Waterway Management District  
415 North Milwaukee Street  
Waterford, Wisconsin 53185

**Reference: Revised Proposal for 2013 Aquatic Plant Management Services for the Waterford Waterway Management District, including Tichigan Lake and the Fox River, Racine County, Wisconsin**

Dear Ms. Cornelius and Fellow Commissioners:

Stantec Consulting Services, Inc. (Stantec) has prepared a proposal for herbicidal treatment of various nuisance species, as well as aquatic invasive species (AIS) species Eurasian Watermilfoil (EWM) and Curly-Leaf Pondweed (CLP) within the Waterford Waterway Management District (District). The proposal provides a cost estimate for GPS plant surveys, GIS mapping, and aquatic plant control. We pride ourselves on our successful treatment record, being a science based company we take that approach to all of our work, including herbicidal treatments. Our aquatic herbicide application equipment is designed, constructed and tested by our staff of over 12,000 scientists, hydrologists, biologists and engineers. We have tracked and monitored our treatment results over the last decade and use that knowledge to provide the best quality and most cost effective treatments. The proposal also provides and briefly describes the proposed workplan and estimated project costs. All work will be completed in accordance with applicable federal, state, and local regulations.

#### **BACKGROUND INFORMATION**

The District has worked with various consultants, as well as the Wisconsin Department of Natural Resources (WDNR) over the last several years to control AIS and nuisance plant growth. Tichigan Lake is a 1,132 acre lake, with a maximum depth of 65 feet, and a mean depth of only 6 feet. The EWM population is estimated at approximately 30 acres, and the CLP population at approximately 15 acres, the water lily treatment is estimated at 5 acres, and the coontail treatment acreage is estimated at 20 acres, for the purposes of this proposal.

We feel based on these items the workplan outlined below will provide a positive, quantifiable, and cost effective treatment for your lake.

#### **WORKPLAN**

The proposed workplan for the herbicidal treatment consists of the following major tasks:



- Task 1.0 Pre-treatment AIS Plant Survey and Treatment Plan
- Task 2.0 WDNR Permit Application
- Task 3.0 NR 107 Educational Mailing
- Task 4.0 Post-treatment Aquatic Plant Survey and Report
- Task 5.0 Chemical Treatment Targeting EWM
- Task 6.0 Chemical Treatment Targeting CLP
- Task 7.0 Chemical Treatment Targeting Water Lilies
- Task 8.0 Chemical Treatment Targeting Navigational
- Task 9.0 Sign Posting
- Task 10.0 Mobilization
- Task 11.0 Treatment Area Mapping
- Task 12.0 Meeting Attendance
- Task 13.0 WDNR Grant Preparation

#### **Task 1.0 Prepare Pre-treatment AIS Plant Survey and Treatment Plan**

Stantec will conduct a limited, GPS aquatic invasive plant survey to determine chemical treatment areas targeting stands of EWM, CLP and management options for nuisance aquatic plants. The aquatic plant survey ensures that areas of the waterway where riparian's are adjacent to shallow littoral zone areas experiencing growth of EWM and CLP will be targeted to control and eliminate nuisance aquatic plant growth. The survey will be conducted in accordance with WDNR pre and post-treatment protocols. All sample points will be established by Stantec throughout the waterway and within historic treatment areas will be logged for future sampling in pre and post-treatment surveys. Following these protocols and due to the early-season survey, many native species may not be growing or identifiable at this time and only the presence and density of Aquatic Invasive Species (AIS) will be mapped and recorded at this time, consistent with WDNR protocol. The survey will take place in late April or early May, depending on timing of ice-out and water temperatures. Data collected at each sample point will include species present (AIS only), depth, GPS location, and bottom substrate and will be compiled in the WDNR provided Wisconsin Aquatic Plant Management Spreadsheet (WiAPMS.xls) and submitted to the district, along with a GIS based AIS map in digital and paper form.

#### **Task 2.0 WDNR and NPDES Permit Application**

Existing background information from previous plant surveys and other pertinent information will be collected, reviewed, and used to better direct subsequent tasks and prepare the Wisconsin Department of Natural Resources (WDNR) permit application for chemical control. We will use the maps created in the preliminary aquatic plant survey for the permit application, if applicable. Data will be gathered from the WDNR, the District, and any other sources available. Once the permit application is completed, it will be submitted to the District for a signature and the appropriate permit fee to be paid by the District, then forwarded to the WDNR for approval.

Any local publishing requirements, if the treatment is in excess of 10 acres in local newspaper(s), will be the responsibility of the District, Stantec will provide a copy of the legal notice to the District. At the time of this proposal it appears an NPDES permit will be required for this project, there is no fee associated with this permit and it is valid for 5 years, Stantec would complete on behalf of the District if so required at no additional cost. Stantec has corporate NPDES permit coverage for all of our projects but we still recommend individual permit coverage for each project over 20 acres in size.



### **Task 3.0 NR 107 Educational Mailing**

A packet of information regarding the proposed treatment will be distributed to members of the District consistent with NR107.04 (3) that are located within or adjacent to the permitted application areas. This is a requirement of NR 107. It is assumed that the District will provide an Excel spreadsheet mailing list of all riparian property owners to Stantec. It is assumed for cost estimating purposes that 1,020 individual pieces will be mailed out. This task can be completed by the District, but must be completed at least 15 days prior to the chemical treatment. Any local publishing requirements, if the treatment is in excess of 10 acres in local newspaper(s), will be the responsibility of the District, Stantec will provide a copy of the legal notice to the District.

### **Task 4.0 Post-treatment Aquatic Plant Survey and Report**

Stantec will conduct a post-treatment aquatic plant survey to determine treatment results and potential treatment areas for the following year. All data points established during the pre-treatment survey will be sampled with presence and density of all aquatic plant species recorded. Additionally, remaining areas of the lake will be surveyed for new growth of AIS and mapped, if found, to be included for future treatments. The post-treatment survey will follow established WDNR protocols. The post-treatment survey will be scheduled at least 60 days after the AIS treatment, but no later than August 1<sup>st</sup> to ensure any aquatic plants present can be collected and identified.

Data collected at each sample point will include species presence and density, depth, GPS location, and bottom substrate and will be compiled in the WDNR provided Wisconsin Aquatic Plant Management Spreadsheet (WiAPMS.xl) and submitted to the district

Stantec will provide a complete report documenting all activities and project specific data. Stantec would prepare an aquatic plant management report update that would describe the following topics:

- Introduction
- Project Summary
- Background Information
- Problem
- Management Objective
- Results
- GIS mapping
- Management Suggestions

Our final aquatic plant management report and recommendations would be distributed to the District and/or the WDNR for grant requirement purposes, if applicable. The WDNR required treatment record documenting the proposed project would also be completed and submitted to the Water Resource Management Specialist, if any.

This report will then analyze the pre-treatment surveys of previous years as available for any changes in the AIS presence and abundance, as well as native species, which will be completed on or before November 1, 2013.





#### **Task 5.0 Chemical Treatment Targeting EWM**

Stantec will selectively treat the permitted application areas of the lake (30 acre total combined treatment area for cost estimate purposes) where EWM has been confirmed. Confirmation of AIS will be based on the current year's survey. To minimize impacts to more desirable native aquatic plants, the aquatic herbicide liquid 2,4-D, a systemic herbicide selective for dicotyledon (dicots) plants, and particularly EWM when applied at the correct water temperatures, will be used for the treatment and applied as soon as EWM is actively growing but while native plants are largely still dormant.

We will chemically treat the EWM (30 acres for cost estimate purposes) with a liquid version of 2,4-D that will likely be applied in early to mid-May. The herbicide will be applied at a rate of 4.0 PPM approximately 8.5 gal/acre. The herbicide will be applied using Stantec's unique liquid subsurface injection, dual boom herbicide application system.

#### **Task 6.0 Chemical Treatment Targeting CLP**

Stantec will selectively treat CLP areas of the Lake (15 acres for cost estimate purposes) consistent with the permitted application areas. To ensure that CLP and nuisance plants are targeted, an aquatic herbicide Aquathol K (liquid endothall) would be used. Areas of the Lake that are experiencing nuisance levels of CLP would be chemically treated using a Stantec's liquid herbicide subsurface dual boom application system. Aquathol K would be applied in May, based on water temperatures, to minimize impacts to more desirable native aquatic plants and avoided alteration of native habitats for fish and invertebrates. The prescribed concentration for Aquathol K, 2.0 parts per million [ppm], is to ensure control of CLP, which based upon water depths would be an average application rate 3.75 gal/acre.

The Aquathol K will be applied using Stantec's unique liquid subsurface injection, dual boom herbicide application system. Because we can apply both liquids simultaneously, any over lapping treatment areas of EWM and CLP will only be charged a single labor charge.

#### **Task 7.0 Chemical Treatment Targeting Water Lilies**

Stantec will treat water lilies and other floating leaf plants (5 acres for cost estimation purposes) with liquid Habitat at 3 pints per acre with a tank mixed surfactant such as Cide Kick II at an equivalent rate. The product will be applied likely in early to mid-June depending upon plant growth and the needs and desires of the District.

#### **Task 8.0 Chemical Treatment Targeting Native Navigational Nuisance Species**

Stantec will treat submersed native aquatic plants that are a navigational nuisance (we assume a minimum of a 20 acre treatment for the purposes of this proposal) with a combination of Reward and Captain. This herbicide and algaecide mix will be in tank mixed and applied at an average application rate of 2.0 gal/acre of Reward and 3.0 gal/acre of Captain, and applied using subsurface injection. Another option used in 2012 with good results is a slurry tank mix of Clipper at 2.1 lbs per acre, with 1 gallon of Reward and 1 gallon of Captain, a cost for this treatment is outlined below as well.

#### **Task 9.0 Sign Posting**

Under this Task Stantec would provide and post up to 1,000 signs at all improved public boat landings, as well as any private docks within 200' of any treatment areas.



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**Task 10.0 Mobilization**

This Task includes mobilization costs per application for equipment, including boats, vehicles, chemicals and personal to Waterford, WI.

**Task 11.0 Treatment Area Data**

Within 5 business days after each treatment event if so requested by the District Stantec will provide GPS data will be provided in an electronic .KML format or similar format compatible with Google Earth.

**Task 12.0 District Meeting Attendance and Presentation Preparation**

Under this task a Stantec Project Scientist or higher classification will attend a District meeting and present data from previous year's treatments as well as answer questions from the District and members of the public relative to treatment options, costs and regulatory framework.

**Task 13.0 Assist the District in Preparation of a WDNR AIS Control Grant Application**

Stantec will assist the District in preparing a WDNR AIS Control Grant Application based on the budget, resolution, letters of support, associated AIS prevention activities and volunteer hours that the District submits to us. These items must be submitted to Stantec at least 3 weeks prior to grant application deadline typically for the February 1st and August 1st is the WDNR grant cycle. The District will be responsible for providing contact information, via email, of the District's authorized representative who will serve as the primary contact for WDNR and the grant. Stantec will provide an overview within the grant application of historic AIS associated activities and the most recent herbicidal treatment results with pre and post treatment mapping. Stantec will assist in scheduling with the local WDNR grant reviewer a debriefing and review call prior to the grant being officially submitted, a member of the District will need to participate. Stantec will provide the completed grant application to the assigned District representative at least 3 days prior to the grant deadline for final review and approval. The District will be responsible for obtaining three letters in support for the District's proposed project these will typically come from government bodies such as the local Township or City(s), sportsman's groups, CBO's (community based organizations), non-profits, County Land and Water Conservation Department, Regional Planning Commission, etc., and passing a resolution of intent to pursue, support and financially fund the grant in accordance with WDNR grant application instructions.

If Stantec is unsuccessful in the first grant cycle, Stantec shall reapply during the next two grant cycles, at no additional charge to the District.

**SCHEDULE**

The project will be given scheduling priority based upon the receipt of a signed contract. All fieldwork will be coordinated with the District and the WDNR.

**ESTIMATED COSTS**

The project will be completed on a time and materials basis for labor, with a fixed fee for all chemical costs based on the actual acres treated. Probable costs for completion of the described workplan are presented below:

**2013 Treatment for Cost Estimation Purposes**

**Task 1.0 Pre-treatment AIS Plant Survey and Treatment Plan \$3,250.00**



|  |                    |
|--|--------------------|
| <b>Task 2.0 WDNR and NPDES Permit Application</b>                                | <b>\$250.00*</b>   |
| <b>Task 3.0 NR 107 Educational Mailing Requirements</b>                          |                    |
| Base fee \$100 * \$1.50 each piece * 1,020 pieces                                | \$1,630.00         |
| <b>Task 3.0 Post-treatment Aquatic Plant Survey and Report</b>                   | <b>\$3,750.00</b>  |
| <b>Task 4.0 Chemical Treatment Targeting EWM – 30 acres</b>                      |                    |
| liquid 2,4-D 8.5 gal/acre @ \$178/acre * 30 acres                                | \$5,340.00         |
| *Labor/equipment \$70/acre * 30 acres  | \$2,100.00         |
| Subtotal Task 4.0  | <b>\$6,780.00</b>  |
| <b>Task 5.0 Chemical Treatment Targeting CLP – 15 acres</b>                      |                    |
| Aquathol K 3.75 gal/acre @ \$299.70/acre * 15 acres                              | \$4,495.50         |
| *Labor/equipment \$70/acre * 15 acres  | \$1,050.00         |
| Subtotal Task 5.0  | <b>\$5,545.50</b>  |
| <b>Task 6.0 Chemical Treatment Targeting Water Lilies – 5 acre</b>               |                    |
| Habitat 3 pints/acre + surfactant @ \$75/acre * 5 acres                          | \$375.00           |
| *Labor/equipment \$160/acre * 5 acres  | \$800.00           |
| Subtotal <i>Habitat</i> Task 6.0 cost per acre                                   | <b>\$1,175.00</b>  |
| <b>Task 7.0 Chemical Treatment Targeting Coontail – 20 acre</b>                  |                    |
| Chemical Costs liquid only   |                    |
| Reward 2.0 gal/acre, cost per acre \$190.00                                      |                    |
| Captain 3.0 gal/acre, cost per acre \$78.00                                      |                    |
| <i>or</i>  |                    |
| Chemical Costs slurry mix  |                    |
| Clipper 2.1 lbs/acre, cost per acre \$335  |                    |
| Reward 1.0 gal/acre, cost per acre \$95.00                                       |                    |
| Captain 1.0 gal/acre, cost per acre \$26.00                                      |                    |
| *Labor/equipment \$95/acre   |                    |
| Subtotal Cost per acre Task 7.0 liquid treatment \$363.00/acre * 20 acres        | <b>\$7,260.00</b>  |
| <i>or</i>  |                    |
| Subtotal Cost per acre Task 7.0 slurry mix treatment \$551.00/acre * 20 acres    | <b>\$11,020.00</b> |
| <b>Task 8.0 Sign Posting</b>   |                    |
| Up to 1,000 signs in total   | <b>\$500.00</b>    |
| Additional signs per each furnished and installed                                | \$0.50/each        |
| <b>Task 9.0 Mobilization</b>   |                    |
| Boat, vehicle equipment and crew, including associated costs per treatment event | <b>\$600.00</b>    |
| <b>Task 11.0 Treatment Area Data</b>   |                    |
| .Provide digital data files of the navigational treatment areas                  | <b>\$50.00</b>     |
| <b>Task 12.0 District Meeting Attendance and Presentation Preparation</b>        |                    |
| 1 senior staff member prep, travel, attend and present at a District meeting     | <b>\$800.00</b>    |
| <b>Task 13.0 Assist with WDNR AIS Control Grant Application Preparation</b>      | <b>\$2,000.00</b>  |



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*\*Labor and equipment rates per acre are based on the acreages estimated, as the acreage increases cost typically decrease and vice versa as acreages decrease costs increase. Chemical costs are fixed based on the application rates outlined.*

Total Estimated Costs do not include WDNR Permit Application Fees (\$20 base fee and \$25 per acre up to 50 acres – Max permit fee is \$1,270). Assay costs and/or any residual sampling are not included, if required by the WDNR or the District. Total Estimated Costs do include labor, equipment, chemical costs, and direct costs to complete the described workplan. No optional tasks will be completed unless specifically directed by the Board. If a treatment does not take place, the District will be billed on a time and materials basis for work that had been completed, if any.

*Please Note:* Task budgets are estimates and we reserve the right to reallocate budget between tasks but will not exceed the total contract amount without prior approval.

## **PROJECT SCHEDULE**

Stantec will initiate and schedule this project immediately following acceptance and receipt of a signed agreement. A Stantec representative will contact you to coordinate and schedule a time to proceed with the fieldwork. Fieldwork schedules are dependent on site access and weather conditions. We will continue to work closely with you, your consultant, and project team members to prepare the deliverables in a timely manner and will work to meet your project's schedule.

## **EXTRA SERVICES**

Extra services are those services that are not part of the base scope of services provided above, but could potentially be needed for a project of this type. Extra services may include, but are not limited to the following:

- Fieldwork beyond that identified in the Scope of Services
- Collecting and/or providing additional information requested by regulatory agencies
- Project team and regulatory agency meetings/coordination beyond that identified in the Scope of Services
- Expert witness testimony

## **QUALIFICATIONS AND REFERENCES**

Stantec is a publically traded engineering and environmental consulting company with over 200 offices throughout North America, and almost 12,000 employees. Stantec provides a complete line of engineering, planning, and scientific services designed to fill the needs of utilities and other lake management organizations. Relevant or related services that we can provide include:

- Grant Writing
- Aquatic Plant Inventories and Management Plans
- Water Quality Studies
- Evaluation of Lake Physicochemical Characteristics and Morphology
- Aquatic Invasive Specie (AIS) control
- Watershed and Nutrient Assessments
- Lake Sediment Assessments
- Hydraulic and Hydrologic Modeling
- Public Surveys and Educational Programs



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We work one-on-one with the client, and yet have enough staff to provide fast, convenient service. We will constantly keep you informed, and will be available to respond to questions or concerns. Over the past fifty plus years, Stantec has made great strides because we have always maintained excellent communications with our client.

Stantec is just as committed and concerned as you to protect and manage Wisconsin's lakes. We realize that increased recreational use and development have placed tremendous pressure on some of our most valuable resources. We sincerely appreciate the opportunity to assist you in managing and protecting such a valuable resource.

#### **OTHER CONSIDERATIONS**

In conjunction with the necessary technical expertise, Stantec offers our clients a complete package of insurance including statutory liability, comprehensive general liability, automobile liability, engineer's errors and omissions and engineer's pollution liability. Together our E&O and EPL policies complete the coverage loop to offer our clients the best professional liability coverage available on the market today. A copy of which is available upon request, or execution of this contract.

#### **PAYMENT TERMS & CONDITIONS**

**Payment for services and expenses are due within 30 days of invoicing. Final reports will be withheld until all payments are made in full.** Invoices for the services performed will be submitted either upon completion of such services or on a monthly basis. Refer to the attached Agreement for additional terms and conditions.

**Please remit payments for invoices to:  
Stantec Consulting Services Inc.  
13980 Collections Center Drive  
Chicago, IL 60693**

We are pleased to submit this proposal and trust this information meets your needs. The above-stated fee proposed for this scope of services is valid for 90 days from the date of this proposal and are subject to annual adjustments. Upon review and acceptance of the proposal and attached Standard terms and Conditions, please return a signed copy of this Agreement in its entirety to the address shown on the letterhead, keeping one copy for your records.

If you have any questions, or require additional information, please contact myself Mark Kordus directly at (715) 781-9976 or [mark.kordus@stantec.com](mailto:mark.kordus@stantec.com). We look forward to working with you on this project and continuing our successful relationship.

Respectfully,

**STANTEC CONSULTING SERVICES, INC.**  
**Commercial Application Business Lisc. #93-020291-011079**

A handwritten signature in blue ink that reads "Mark Kordus".

Mark E. Kordus  
Client Services Manager  
WI Lisc. #258412-CA



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**The Attached Terms and Conditions, and referenced Proposal scope of services and fees are agreed upon:**

Consultant: Mark E. Kordus

Date 1/4/13

Mark E. Kordus - Associate  
Stantec Consulting  
2841 Stanley St.  
Stevens Point, WI 54481

Client Signature: \_\_\_\_\_

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

Client Name (Printed): \_\_\_\_\_

Client Phone No. \_\_\_\_\_ Client Email address: \_\_\_\_\_

Client Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



The following Terms and Conditions are attached to and form part of the Proposal for Professional Services to be performed by STANTEC and together, when the CLIENT authorizes STANTEC to proceed with the services, constitute the AGREEMENT.

**DESCRIPTION OF WORK:** STANTEC shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

**TERMS AND CONDITIONS:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and STANTEC. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

**COMPENSATION:** Payment is due to STANTEC upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle STANTEC, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

**NOTICES:** Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

**TERMINATION:** Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated. On termination by either party, the CLIENT shall forthwith pay STANTEC all fees and charges for the SERVICES provided to the effective date of termination.

**ENVIRONMENTAL:** Except as specifically described in this AGREEMENT, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the SERVICES include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by STANTEC are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

**PROFESSIONAL RESPONSIBILITY:** In performing the SERVICES, STANTEC will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

**LIMITATION OF LIABILITY:** The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of STANTEC. It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to STANTEC for the SERVICES or \$500,000. No claim may be brought against STANTEC more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

**INDEMNITY FOR MOLD CLAIMS:** It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except



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for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

**DOCUMENTS:** All of the documents prepared by or on behalf STANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to defend, hold harmless and indemnify STANTEC from any claims advanced on account of said reuse or modification.

Any document produced by STANTEC in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of STANTEC, which may be withheld at STANTEC's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of STANTEC's standard form reliance letter.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

**FIELD SERVICES:** STANTEC shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. STANTEC shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. STANTEC shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**DISPUTE RESOLUTION:** If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

**ASSIGNMENT:** The CLIENT and STANTEC shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

**SEVERABILITY:** If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and STANTEC.



Eco-System Restoration Project Team:

Don Baron, Paul Kling, Jim Pindel, Andres Peeknes, John Bostrom, Dick Kosut

Background from 2012 the Phase 1 of Graef USA project engineering preliminary planning, developing the restoration plan with SERWPC and WIDNR agencies to collect soil samples required for the pre-application project phase by the DNR.

The Phase 2 soil testing analysis began after July 20 to provide complete lab analysis on content of 56 soil samples required with Graef completing reports for submission to the DNR on October.

Initial soil sample review results received from the DNR in December provided positive results overall with the DNR advising that majority of the samples the sediment can be used for geotechnical fill and agricultural purposes, except for growing crops that are for direct human consumption. Three small areas will have continued sample testing with further analysis as that sediment will require special handling and disposal in a land fill as they contain greater arsenic and chemical content that limit the use.

- A full report will provide to district will include tables of the results, maps, analysis of the results. This report will be incorporated into the subsequent Chapter 30 dredge approval permitting.
- With knowledge of sediment content, potential disposal sites and management of sediments can be discussed with land owners. These sites could include agricultural, roadside landscape replacement, as well as sand-gravel pits and open low elevation land that could be filled and redeveloped as recreational space, prairie, forest, or other use.
- A previous recommendation that WWMD evaluate potential purchase of a dredge spoil site(s) for long term use will be in review. Portions of site(s) could eventually be leased out for agricultural use and other portions developed as prairie until needed again for dredging. This could be the most economical method of managing the dredged materials long term.
- Agricultural Site Feasibility - Cost/Benefit analysis on farmland use will be completed considering an application rate of about one foot maximum, with a nutrient sampling requirement of existing soils of approximately one composite sample per 5 to 7 acres, to confirm compatibility.
- Good news, discussions with Jennifer Jerich, an Environmental Assessment will not be required.
- Chapter 30 Permit Application is the next step in the permitting process. This application will include descriptions of the dredging methods, potential piping routes, dewatering sites with some preliminary drawings, discharge monitoring methods, and management sites. To obtain best pricing of dredging and management of the material, Graef recommended to the WDNR that this permit application and dredging plan serve as a framework leaving some latitude to the contractors bidding on the project to come up with the most efficient methods of managing the material.
- Cost Estimates – As part of the Chapter 30 preparation, updated cost estimates will be prepared for the dredging and sediment management. All facts will then provide basis for public hearings plan to District owners to understand the positive outcome opportunity for waterway improvements.
- Opportunity for recreational space development grants, community development grants and foundation grants can be applied for when we provide the complete plan expectation for outcome.

\*Phase 2 expenses to date

|   |                                  |
|---|----------------------------------|
| Invoice #75110 Phase 2 work began after July 20             | \$ 3,373.57                      |
| Invoice #75169 Phase 2 with lab test collection services    | 18,526.69                        |
| Invoice #75310 Phase 2 professional lab data Graef analysis | <u>18,504.84</u>                 |
| Total ESR Phase 2 project invoices paid 2012                | 40,405.10 paid                   |
| Invoice #75867 Phase 2 work through Sept 30 – Nov 24, 2012  | 3,008.00 request approval to pay |

\*Pending future 90% reimbursement from WSEFRC Commission

Respectfully,

John Bostrom

WWMD Commission / ESR Team Project Leader

## **Information and Education Committee Report:**

### **Website Updates:**

New website address:  
waterford-waterway.com  
Articles, Reports,  
Updates and Events added as submitted

### **Reminder:**

WATERTALK please email Newsletter  
Articles to Dennis Hasenfang  
([dennis@deniiscentral.com](mailto:dennis@deniiscentral.com)) due by  
2/10.

### **Updates:**

No Updates to Report

### **Other:**

Information and Education Committee (proposed purpose) Scope, 2013 Goals  
and Objectives (see below):

### **Information and Education:**

*Purpose:* Information and Education Committee supports the WWMD mission by  
assessing, encouraging and promoting educational programs aimed at all users of  
waterways in order to increase public awareness during access to the impoundment. To  
foster stewardship with a focus toward environmental responsibility and recreational use;  
making WWMD available for projects which benefit waterways. To network and  
associate with other groups as a resource for the common interests and benefits of all  
waterway users which are in alignment with the Lake Management Plan.

*Goals and Objectives:*

1. Complete WWMD Committee Structure and Scope Policy
  - a. Create DRAFT WWMD Committee Structure and Scope Policy by 3/2013
  - b. WWMD Board to review, modify, by 3/2013
  - c. Implement by 6/2013 contingent on WWMD Board determination
2. Create WWMD Communications Policy
  - a. Create DRAFT WWMD Communications Policy by 2/2013
  - b. WWMD Board to review, modify, by 3/2013
  - c. Implement by 5/2013 contingent on WWMD Board determination
3. Collaborate with various governing bodies to provide three community educational opportunities
  - a. Contact three governing bodies, request collaboration to provide community educational opportunities
  - b. Develop, create and execute three educational opportunities by 12/2013
4. Update WWMD eLearning Center
  - a. Review learning modules by 3/2013
  - b. Create rank and listing of updates by 4/2013
  - c. Create schedule of updates by 4/2013
  - d. Execute schedule of updates to be completed by 12/2013

Respectfully submitted K. Cornelius



*"Changing our World, One Drop at a Time"*  
**Marketing Report**

1-26-13

**Overall Marketing Goal 2013-14:**

To, create WWMD community awareness, to increase our volunteer base and financial interest.

**Objectives:**

For present and future commissioners to achieve the SEWRPC, lake management plan (LMP).  
One, drop at a time and develop, *"The Future Caretakers of Our Waterways "*.

**E-Marketing**

Website, database development, e-learning, e-newsletters (HTML attachment), links, "permission-bases" emails, and monkey survey.

**ESR Timeline**

**Once the ESR strategic plan is completed, we will meet with WDNR and GRAEF.  
We must develop a comprehensive marketing approach to accomplish our goal.**

**GRAEF**

Will coordinate all project updates with Kelly Cornelius similar to how we set up 2011 Waterford Dam repair updates

**GRAEF**

Will contact Kelly Cornelius to set up email, website, e-learning and media with constant evaluation of progress toward clearly stated objectives, and adaptive management of the design process to incorporate new information as it becomes available for all riparian's and general public.

WWMD will need to produce a 2013 spring post card for riparian's re: Special meetings for ESR project.

***The WWMD - Mission Statement:***

*"Maintain, protect, and improve the quality of the Waterford Waterway, its fisheries, its watershed, and boundaries; while maintaining the highest possible quality of living experience for its residents."*

**"THANKS FOR YOUR SERVICE ABOVE SELF"!**

**Donald J. Baron,  
WWMD Marketing Chairman**



*"Changing our World, One Drop at a Time"*

January 26, 2013

**Marketing Committee purpose:**

The Marketing committee objective is to uphold the Waterford Waterway Management District (WWMD) mission statement through public relations, community outreach and partnerships to reach our riparian needs for the betterment of our community by achieving the district's mission in this thriving state of recreational waterways.

Respectfully presented,

Donald Baron

WWMD Commissioner

## Political Subcommittee

**Purpose:**

The Political Subcommittee directly supports the mission of Waterford Waterway Management District by providing information concerning WWMD accomplishments, and its active projects to political leaders (Town, Village, County, State and National) by emphasizing education concerning the district waterway and requesting advise and recommendations for the betterment of the WWMD waterway.

**Goals:**

In 2013 the Political Subcommittee will inform political leaders about the potential dredging project prior to press releases and public informational meetings as the ESR Project enters phase 3. The purpose is for general awareness of our political leaders; WWMD Board will be informed of content prior to anticipated discussions.

**Objective:**

Political Subcommittee will e-mail our Governor, Senators and House Representative; will either telephone or arrange meetings with Town, Village and State Senator and Representative at direction of the WWMD Board as ESR Project enters phase 3.

John T. Bjork  
Chairman, Political Subcommittee  
01-19-2013

## **Legislative / Waterway Ordinance Committee report**

2013-1-23, Andres Peekna

### **Brochures**

Keeping the brochure boxes from running out at their locations near the Iron Bridge (DNR boat launch), near the dam & library, and at the River City Marina continued. Late in the season, most takers are at the Iron Bridge launch. Probably mostly duck hunters. We did not run out. This year, we had approximately 250 left over. I propose that we carry them over into 2013, until the time comes to reorder. As usual, I will check with the Town of Waterford Chief of Police before the start of the boating season, regarding possible changes.

It is in our interest to help all boaters be aware of the local laws.

### **Silt fence monitoring**

No further activity. No copies of new Racine County Shoreline Contract silt fence layouts were received in 2012.

**WWMD Planning Committee Report**  
January 26, 2012

**Current Activity**

We received the first cut of the APM plan update from SEWRPC & Dr. Jeff Thornton. A copy of the plan went to the APM committee for review. They responded that it met their needs for the grant application due at the WDNR by February 1, 2013. Dr. Thornton has not responded as to when we will receive the final version.

Respectfully submitted  
Paul Kling

**Attachments:**

AN AQUATIC PLANT MANAGEMENT PLAN UPDATE FOR WATERFORD  
IMPOUNDMENT, RACINE COUNTY, WISCONSIN: 2012  
December 1, 2012



January 26<sup>th</sup>, 2013

## Finance Committee Report

I have done some investigating into the plan of finding funds for the ESR project. Many avenues are available to the district

There are many committees to be formed and I will explain when permission to explore has been given by our residents.

Therefore, when we are informed of the estimated amount of the project and vote to investigate has been taken at public meeting, I will proceed.

## Grant Research Committee Report:

### **Updates:**

The Grant Research committee has submitted an excel spreadsheet to the Finance Committee for review has concluded information gathering. No further work will be performed on the resource.



2013-01-09\_Grants\_  
Submitted.xls

Respectfully submitted K. Cornelius