

**AGENDA
STORM WATER UTILITY
COMMITTEE**

**WEDNESDAY, MARCH 2, 2011
ROOM 202
4:30 P.M.**

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

**Patrick Juliana
Jan Michalski
Ray Misner**

A. APPROVAL OF MINUTES

A-1 Approval of minutes of special meeting held on February 21, 2011.

C. REFERRED TO COMMITTEE

C-1 Acceptance of Project 10-1128 Heating & Ventilating Upgrades Truck Wash (3735 65th Street) which has been satisfactorily completed by Martin Petersen Co., Inc. (Kenosha, Wisconsin), in the amount of \$42,000.00. **(District 11)**

C-2 Approval of Contract with Applied Ecological Services, Inc. for River Crossing Swale Maintenance. **(District 16)**

C-3 Approval of Contract with Applied Ecological Services, Inc. for Anderson Park Rain Gardens Maintenance. **(District 9)**

INFORMATIONAL: Monthly Financial Updates

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF STORMWATER UTILITY COMMITTEE

ALDERMAN COMMENTS

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

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

STORM WATER UTILITY COMMITTEE
- MINUTES -

MONDAY, FEBRUARY 21, 2011
6:30 P.M.

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

Patrick Juliana
Jan Michalski
Ray Misner

A special meeting of the Storm Water Utility Committee was held on Monday, February 21, 2011 in Room 202 of the Municipal Building. The following members were present: Chairman Anthony Nudo, Aldermen Steve Bostrom, Patrick Juliana, Jan Michalski and Ray Misner. Vice Chairman G. John Ruffolo was excused. The meeting was called to order at 6:51 pm. Staff members in attendance were Ron Bursek and Shelly Billingsley.

A-1 Approval of minutes of special meeting held February 7, 2011.

It was moved by Alderman Michalski, seconded by Alderman Misner to approve. Motion passed 5-0.

C-1 Proposed Ordinance to Repeal and Recreate Section 8.01.A (of the Code of General Ordinances) Regarding Storm Water Utility Creation.

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

C-2 Proposed Ordinance to Repeal and Recreate Various Sections in Chapter 1 Regarding Committees of Council, Committee on Public Works and Storm Water Utility Committee (Section 1.03.C.1 Entitled Committees of Council; to Repeal and Recreate Section 1.03.C.1.b Entitled Committee on Public Works; to Create Section 1.03.C.1.e Regarding Committee on Storm Water Utility; to Repeal and Recreate Section 1.03.C.2 Regarding Committee Members; to Repeal and Recreate Section 1.06.K of the Code of General Ordinances Regarding Storm Water Utility Committee Purpose).

It was moved by Alderman Misner, seconded by Alderman Michalski to approve. Motion passed 5-0.

INFORMATIONAL:

1. Great Lakes Restoration Initiative Grant Status

ADJOURNMENT - There being no further business to come before the Storm Water Utility Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 6:58 pm.



Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent
Parks Division
Jeff Warnock
Superintendent

C-1

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

February 25, 2011

To: Anthony Nudo, Chairman,
Storm Water Utility Committee

From: Michael M. Lemens, P.E. 
Director of Engineering/City Engineer 2/25/11

Subject: Acceptance of Project 10-1128 Heating & Ventilating Upgrades Truck Wash

Location: 3735 65th Street

Please be advised that the above referenced project has been satisfactorily completed by Martin Petersen Co., Kenosha, Wisconsin. This project consisted of upgrading the heating and ventilating system by removing existing units, patching holes, and installing new units which are activated by humidity, temperature and unsafe CO and Co2 levels.

It is recommended that the project be accepted in the final amount of \$42,000.00. Original contract amount was \$42,000.00 plus \$5,000.00 for contingency for a total contract amount of \$47,000.00. Funding was from SW-09-001.

MML/kjb



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

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

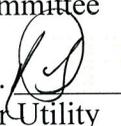
ASSISTANT CITY ENGINEER
SHELLY BILLINGSLEY, P.E.
STORMWATER UTILITY

Ronald L. Bursek, P.E., Director

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

February 24, 2011

To: Anthony Nudo, Chairman
Stormwater Utility Committee

From: Ronald L. Bursek, P.E. 
Director of Stormwater Utility

CC: David Bogdala
Alderman District 17

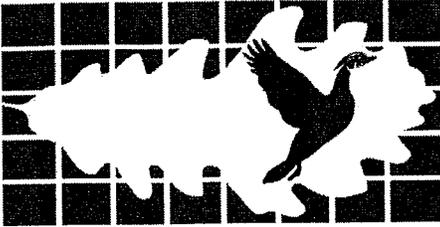
Subject: ***Contract with Applied Ecological Services, Inc for River Crossing Swale Maintenance***

BACKGROUND INFORMATION

Stormwater Utility has received a quote from a recommended consultant to complete the River Crossing Swale Maintenance for our bio-swale pilot program. The first three years from the initial planting is the most critical for the success of these alternative stormwater management practices. The first three years are when the native plants are most vulnerable to being crowded out by non-native and invasive species. Staff has received a proposal from Applied Ecological Services, Inc (Brodhead, Wisconsin) to complete the maintenance for the next three years for the estimated cost of \$1,254.00 per year. This contract will require them to monitor the site and perform the primary tasks of spot herbiciding, wick herbiciding and hand weeding three times per year.

RECOMMENDATION

Approve the contract between the Kenosha Stormwater Utility and Applied Ecological Services, Inc. \$1,400 to include their quote of \$1,254 with \$146 of contingency for plant replacement and authorize the Director to execute the contract. The funding for this work will be paid for out of CIP SW-10-005.



Applied Ecological Services, Inc.

Contracting Division

17921 Smith Road
PO Box 256
Brodhead, WI 53520-0256

Ph: 608-897-8641
Fax: 608-897-8486
www.appliedeco.com

Sustainable Solutions for Over 30 Years.

PRICE QUOTE
Kenosha Parks Maintenance
Kenosha, WI
11-0070

QUOTE PREPARED BY Chuck Campbell & Troy Anderson
DATE 1/20/2011

| Item | Qty | Unit | Unit Cost | Total Cost |
|--|-----|------|-----------|--------------------|
| River Crossing Swale 2011 Maintenance | 3 | trip | \$ 418.00 | \$ 1,254.00 |
| TOTAL | | | | \$ 1,254.00 |

Notes:

- This quote is valid for 60 days.
- Sales tax if applicable will be added upon invoicing.
- Prices quoted above do not include sales tax on materials to be used for this project
- AES is a non-union shop. "Prevailing wage" rates have not been included in the above price.
- **Applied Ecological Services provides a one year guarantee on materials and workmanship. AES warrants that the work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents, if any. Applied Ecological Service's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the project was not intended, improper or insufficient maintenance, modifications performed by the owner or others, or abuse. Applied Ecological Services warrants that all materials shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, if any, and free from defective workmanship. If within one year the owner does not promptly notify AES of defective work, the owner waives AES's obligation to correct any defective work as well as the owner's right to claim a breach of warranty with respect to that defective work.**
- Unless specifically covered in the Contract or in the warranty of another Applied Ecological Services Contract for site design on this project, Applied Ecological Services is not responsible for hydrology on the project site. **Damage to seeding or planting installation, or other defective work, that is due to improper hydrology is excluded from any warranty under this Contract.** Applied Ecological Services can remedy such damage, subject to additional cost, pursuant to a written modification of the Contract signed by both parties.
- Watering as necessary after plant, seed, shrub or tree installation is not included above. **Damage to planting including tree & shrub installation that is due to failure to water is excluded from any warranty.** Applied Ecological Services can provide such watering service subject to additional cost, pursuant to a written modification of the Contract, signed by both parties.

Fees:

- Fees for all tasks and services are based on the unit cost and/or lump sum prices as set forth above. All rates are current for six months from the date of the signed agreement.

- Applied Ecological Services reserves the right to place a lien on the owners property if payment for work has not been received within 10 days of past due status.
- In an emergency, the Applied Ecological Services shall act in a reasonable manner to prevent personal injury or property damage. Any change in the Contract price and/or Contract time resulting from the actions of Applied Ecological Services in an emergency situation shall be equitably adjusted.
- Upon the written request of Applied Ecological Services, prior to commencement of the work and thereafter at the written request of AES, the owner/client shall provide Applied Ecological Services with reasonable evidence of owner/client's ability to fund the project. Evidence of such financing shall be a condition precedent to AES's commencing or continuing work. Applied Ecological Services shall be notified prior to any material change in Project financing or material change in owner/client's ability to fund the work.



Chuck Campbell
 Project Estimator
 APPLIED ECOLOGICAL SERVICES, INC.

CLIENT APPROVAL
DATE:

 Signature of Authorized Agent:

 Print Name of Authorized Agent

 Billing Address

 Phone Number

 Fax Number



Troy Anderson
 Project Manager
 APPLIED ECOLOGICAL SERVICES, INC.

APPLIED ECOLOGICAL SERVICES
DATE:

 Signature of Authorized Agent:

 Print Name of Authorized Agent



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

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

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

Ronald L. Bursek, P.E., Director

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February 24, 2011

To: Anthony Nudo, Chairman
Stormwater Utility Committee

From: Ronald L. Bursek, P.E. 
Director of Stormwater Utility

CC: Lawrence Green
Alderman District 9

Subject: *Contract with Applied Ecological Services, Inc for Anderson Park Rain Gardens*

BACKGROUND INFORMATION

Stormwater Utility has received a quote from a recommended consultant to complete the Anderson Park Rain Garden demonstration site maintenance. The first three years from the initial planting is the most critical for the success of these alternative stormwater management practices. The first three years are when the native plants are most vulnerable to being crowded out by non-native and invasive species. Staff has received a proposal from Applied Ecological Services, Inc (Brodhead, Wisconsin) to complete the maintenance for the next three years for the estimated cost of \$1,041 per year. This contract will require them to monitor the site and perform the primary tasks of spot herbiciding, wick herbiciding and hand weeding three times per year.

RECOMMENDATION

Approve the contract between the Kenosha Stormwater Utility and Applied Ecological Services, Inc. for \$1,150 to include their quote of \$1,041 with \$109 of contingency for plant replacement and authorize the Director to execute the contract. The funding for this work will be paid for out of 501-03-50102-219.



Applied Ecological Services, Inc.

Contracting Division

17921 Smith Road
PO Box 256
Brodhead, WI 53520-0256

Ph: 608-897-8641
Fax: 608-897-8486
www.appliedeco.com

Sustainable Solutions for Over 30 Years.

PRICE QUOTE
Kenosha Parks Maintenance
Kenosha, WI
11-0070

QUOTE PREPARED BY Chuck Campbell & Troy Anderson
DATE 1/20/2011

| Item | Qty | Unit | Unit Cost | Total Cost |
|-----------------------------------|-----|------|-----------|--------------------|
| Anderson Park Rain Gardens | | | | |
| 2011 Maintenance | 3 | trip | \$ 347.00 | \$ 1,041.00 |
| TOTAL | | | | \$ 1,041.00 |

Notes:

- This quote is valid for 60 days.
- Sales tax if applicable will be added upon invoicing.
- Prices quoted above do not include sales tax on materials to be used for this project
- AES is a non-union shop. "Prevailing wage" rates have not been included in the above price.
- **Applied Ecological Services provides a one year guarantee on materials and workmanship. AES warrants that the work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents, if any. Applied Ecological Service's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the project was not intended, improper or insufficient maintenance, modifications performed by the owner or others, or abuse. Applied Ecological Services warrants that all materials shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, if any, and free from defective workmanship. If within one year the owner does not promptly notify AES of defective work, the owner waives AES's obligation to correct any defective work as well as the owner's right to claim a breach of warranty with respect to that defective work.**
- Unless specifically covered in the Contract or in the warranty of another Applied Ecological Services Contract for site design on this project, Applied Ecological Services is not responsible for hydrology on the project site. **Damage to seeding or planting installation, or other defective work, that is due to improper hydrology is excluded from any warranty under this Contract.** Applied Ecological Services can remedy such damage, subject to additional cost, pursuant to a written modification of the Contract signed by both parties.
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Chuck Campbell
 Project Estimator
 APPLIED ECOLOGICAL SERVICES, INC.

CLIENT APPROVAL

DATE:

Signature of Authorized Agent:

Print Name of Authorized Agent

Billing Address

Phone Number

Fax Number



Troy Anderson
 Project Manager
 APPLIED ECOLOGICAL SERVICES, INC.

APPLIED ECOLOGICAL SERVICES

DATE:

Signature of Authorized Agent:

Print Name of Authorized Agent