AGENDA
STORM WATER UTILITY COMMITTEE

MONDAY, MARCH 9, 2009
ROOM 204
5:00 P.M.

G. John Ruffolo, Chairman
Donald K. Holland
Patrick Juliana
Ray Misner
Don L. Moldenhauer
Anthony Nudo

A. APPROVAL OF MINUTES

A-1 Approval of minutes of regular meeting held on February 23, 2009.

C. REFERRED TO COMMITTEE

C-1 Approval of Intergovernmental Agreement between the Town of Bristol, Wisconsin and the City of Kenosha, Wisconsin for Stormwater Information and Education Program Services.

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF PUBLIC WORKS 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 23, 2009
5:00 P.M.

G. John Ruffolo, Chairman
Donald K. Holland
Patrick Juliana
Ray Misner
Don L. Moldenhauer
Anthony Nudo

A special meeting of the Storm Water Utility Committee was held on Monday, February 23, 2009 in Room 204 of the Municipal Building. The following members were present: Chairman G. John Ruffolo, Aldermen Donald K. Holland, Patrick Juliana, Ray Misner, Don L. Moldenhauer and Anthony Nudo. The meeting was called to order at 5:23 pm. Staff members in attendance were Ron Bursek, Mike Lemens, Jan Schroeder and Shelly Billingsley.

A-1 Approval of minutes of special meeting held on December 15, 2008.

It was moved by Alderman Nudo, seconded by Alderman Misner to approve minutes. Motion passed 6-0.

C-1 Proposed Ordinance Change to Repeal and Recreate Section 8.02 B.2 of the Code of General Ordinances, Regarding Approval of Stormwater Utility Expenditures in Excess of Ten Thousand ($10,000.00) Dollars.

It was moved by Alderman Nudo, seconded by Alderman Holland to defer proposed ordinance change. Motion passed 6-0.

INFORMATIONAL ITEM: Stormwater Utility Fee Multi-Meter Linking

ADJOURNMENT - *There being no further business to come before the Storm Water Utility Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 5:40 pm.*

C-1

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

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

OPERATIONS COORDINATOR
JANICE D. SCHROEDER

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

March 4, 2009

To: G. John Ruffolo, Chairman
Public Works Committee
Stormwater Utility Committee

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

Subject: ***Intergovernmental Agreement with Town of Bristol***

BACKGROUND INFORMATION

In 2008, the Stormwater Utility sent a letter to the Root-Pike Watershed Initiative Network (Root-Pike WIN) indicating that the Kenosha Stormwater Utility would like to become a member of the S.E. Wisconsin Clean Water Network. The S.E. Wisconsin Clean Water Network would participate in the development and implementation of a Public Education and Outreach project identified as "Keep Our Waters Clean" with the help of Root-Pike WIN. This project will aid the Stormwater Utility and the City of Kenosha in achieving compliance with the requirements of the City's WPDES permit as they relate to the Public Education and Outreach requirements.

The Town of Bristol volunteered to become the fiscal agent. Therefore, the Town of Bristol has a contract with the Root-Pike WIN association to implement the "Keep Our Waters Clean" project on behalf of the S.E. Wisconsin Clean Water Network which consists of 17 communities.

This intergovernmental agreement accomplishes the following:

- The City of Kenosha and the Stormwater Utility will be members of the Southeastern Wisconsin Clean Water Network and will work with other municipalities to carry out the program.
- The City of Kenosha and the Stormwater Utility agree to have Town of Bristol be the fiscal agent for this program for the next two years.
- An advisory committee will be formed from volunteers of the S.E. Wisconsin Clean Water Network to develop the "Keep Our Waters Clean" project. Shelly Billingsley will be assigned to the advisory committee for the City of Kenosha and the Stormwater Utility.

The Keep Our Water Clean program has a two year budget of $71,763 of which the City of Kenosha's share, based on population, will be $6,510. The fees for 2009 are $2,100 and the fees for 2010 are $4,410. This cost share was included in the 2009 Stormwater Utility Budget.

RECOMMENDATION

Approve the Intergovernmental Agreement between the City of Kenosha and the Town of Bristol as members of the Southeastern Wisconsin Clean Water Network for Stormwater Information and Education Program Services, named "Keep Our Waters Clean".

Intergovernmental Agreement

Between the TOWN OF BRISTOL AND

_____,
(NAME OF TOWN, VILLAGE, CITY, COUNTY)

A member of the Southeast Wisconsin Clean Water Network for a Storm Water Information and Education Program Services, named Keep Our Waters Clean.

Whereas the _____
(TOWN, VILLAGE, CITY COUNTY), as a member of the SOUTHEAST WISCONSIN CLEAN WATER NETWORK ("S.E. WI Clean Water Network"), recognizes the negative impacts storm water runoff from urban lands can have on local water resources and are subject to a WPDES Municipal Separate Storm Sewer Discharge General Permit under NR 216 Wisconsin Administrative Code; and

Whereas, the Municipal Permit requires the TOWN OF BRISTOL and the other municipal members of the S.E. WI Clean Water Network to implement an Information and Education Program relating to water pollution caused by storm water discharges.

Whereas, sharing resources and coordinating information and educational activities between the TOWN OF BRISTOL and the towns villages, cities and counties that comprise the S.E. WI Clean Water Network can be a cost-effective way to satisfy the municipal permit requirements for all units of government.

Now, therefore, in consideration of these premises and under the authority of subsection 66.0101 Wis. Stats., the TOWN OF BRISTOL

and_____
(TOWN, VILLAGE, CITY, COUNTY) agrees to join the SOUTHEAST WISCONSIN CLEAN WATER NETWORK and cooperate on the implementation of an Information and Education Program, titled Keep Our Waters Clean! (the "*Keep Our Waters Clean Plan*"), in accordance with the following:

A) SERVICES. Starting January 1, 2009 the ROOT-PIKE WATERSHED INITIATIVE NETWORK ("Root-Pike WIN") agrees to provide the S.E. WI Clean Water Network with information and educational program services under contract with the Root-Pike WIN (consultant) and in accordance with the ***Keep Our Waters Clean Plan***. When implemented, the *Keep Our Waters Clean Plan* is designed to meet the requirements titled, "Public Education and Outreach" (Section 2.1) and "Public Involvement and Participation" (Section 2.2) of the WPDES Municipal Separate Storm Sewer Discharge General Permit under Chapter NR 216 Wis. Admin. Code. The *Keep Our Waters Clean Plan* describes an annual work plan of actions, a timetable, oversight process, program goals by target audience, planned activities, evaluation, and the management and coordination roles of the MUNICIPALITY MEMBERS OF THE S.E. WI CLEAN WATER NETWORK, the Advisory Committee of the S.E. WI Clean Water Network during the implementation. The TOWN OF BRISTOL and other members (TOWN, VILLAGE, CITY, COUNTY) of the S.E. WI Clean Water Network agree to assign a representative who will participate in at least two program planning and implementation meetings each year and will take the lead in facilitating the participation in the activities described in the Plan. It is understood that the TOWN OF BRISTOL and other members of the S.E. WI CLEAN WATER NETWORK must implement the program described in the Plan to maintain compliance with their respective Municipal Permits and all members are subject to annual evaluations by the Wisconsin Department of Natural Resources. The TOWN OF BRISTOL agrees to serve as the fiscal agent for the SOUTHEAST WISCONSIN CLEAN WATER NETWORK for the *Keep Our Waters Clean Plan*..

B) FEES. By February 27 of each year, starting in 2009, each member of the S.E. WI Clean Water Network (County, City, Village, Town) agrees to pay the TOWN OF BRISTOL the applicable fee shown in the Plan (page 18) for the Information and Education Program services for the *Keep Our Waters Clean Plan.*. The fee is designed to cover TOWN OF BRISTOL'S costs for work performed by the Root-Pike WIN to include salaries, travel, overhead, materials, advertising, printing, program support, except bulk mailings, plant material and rain barrels. After 2010, this fee will be subject to an annual increase not to exceed 5 percent. The TOWN OF BRISTOL will notify the (County, City, Village, Town) of the applicable fee by September 1 of the preceding year. The (County, City, Village, Town) agrees to be responsible for any proposed bulk mailing costs proposed within their community as part of this program.

C) REPRESENTATIVE/CONTACT. Upon execution of this agreement, the TOWN OF BRISTOL and

_____

(TOWN, VILLAGE, CITY, COUNTY) and municipal member of the S.E. WI CLEAN WATER NETWORK shall designate in writing a primary contact person who will take the lead and be responsible for carrying out the activities described in the *Keep Our Waters Clean Plan.*

D) REPORTING. By JANUARY 1 of each year, as required by the Municipal Permit, the TOWN OF BRISTOL will provide (County, City, Village, Town) with a detailed report of activities carried out by the ROOT-PIKE WIN and the progress toward the goals listed in the *Keep Our Waters Clean Plan.* The (County, City, Village, Town) will be responsible for tracking and documenting their own activities and submitting all required reports to the Wisconsin Department of Natural Resources , with copies to the TOWN OF BRISTOL.

E) MISCELLANEOUS PROIVISIONS

1. Effective Date. Upon execution by the TOWN OF BRISTOL and

_____

(TOWN, VILLAGE, CITY COUNTY), this Agreement shall take effect on March 1, 2009 and shall remain in effect through the term of the Municipal Permit or until otherwise terminate by either party under sub. 3. below.

2. Review and Amendments. The terms of the agreement shall be reviewed annually and may be modified if approved in writing by both parties and duly executed by the authorized representative. Annual fees for the Information And Education Program services shall be documented by invoice.

3. Termination. The TOWN OF BRISTOL or the

_____

(TOWN, VILLAGE, CITY COUNTY) or any other municipal member of the S.E. WI Clean Water Network may terminate this Agreement at any time upon a 60-day written notice of intent. The Town, Village, City or County is responsible for notifying the Wisconsin Department of Natural Resources of any termination of this Agreement and for subsequent compliance with DNR permit requirements.

4. Effect of Agreement. This Agreement contains the entire Agreement of the parties. All parties recognize that this Agreement is the product of a unique set of circumstances. Accordingly, is mutually acknowledged that many of the provisions contained herein are unique into themselves and should not be seen as a precedent for any future Agreement between the TOWN OF BRISTOL and other entities

5. Binding Agreement. This Agreement is binding on the parties and their respective successors and assigns.

Signed by the (County, City, Village, Town)

_____ _____
(signature) (date)

_____
(printed name & title)

Signed by TOWN OF BRISTOL

_____ _____
(signature) (date)

_____
(printed name & title)

T:\CLIENTA\018416\0029\A3053591.1

Keep Our Waters Clean! Two-Year Budget

INCOME			
Municipality	Cost Share 1/01/09-12/31/09	Cost Share 1/01/10-12/31/10	TOTAL
Town of Bristol	$525	$1,102	$1,627
City of Kenosha	$2,100	$4,410	$6,510
County of Kenosha	$525	$1,102	$1,627
Village of Pleasant Prairie	$1,050	$2,205	$3,255
Town of Salem	$1,050	$2,205	$3,255
Village of Silver Lake	$525	$1,102	$1,627
Town of Somers	$525	$1,102	$1,627
City of Franklin	$3,150	$3,307	$6,457
Village of Greendale	$2,100	$2,205	$4,305
Village of Hales Corners	$2,100	$2,205	$4,305
City of Oak Creek	$3,150	$3,307	$6,457
Village of Caledonia	$2,100	$2,205	$4,305
Village of Mt. Pleasant	$3,150	$3,307	$6,457
City of Racine	$4,200	$4,410	$8,610
Village of Sturtevant	$1,050	$2,205	$3,255
Village of Wind Point	$525	$1,102	$1,627
City of New Berlin	$3,150	$3,307	$6,457
TOTAL INCOME	$30,975	$40,788	$71,763

EXPENSES	1/01/09-12/31/09	1/01/10-12/31/10	TOTAL
Admin/Management	$6,400	$8,000	$14,400
Staff/Consultant	$9,000	$18,250	$27,250
Insurance	$500	$500	$1,000
Postage (NOT BULK MAIL)	$750	$1,000	$1,750
Mileage, Bus Rental	$1,500	$2,200	$3,700
Website, Phone	$5,000	$1,000	$6,000
Exhibit, Artwork	$3,425	$250	$3,675
Printing, Copying	$1,425	$3,000	$4,425
Office Supplies & Equipment	$1,700	$2,800	$4,500
Facilities, Food	$400	$500	$900
Contingency	$1,325	$2,838	$4,163
TOTAL EXPENSES	$30,975	$40,788	$71,763