

**AGENDA
STORM WATER UTILITY
COMMITTEE**

**MONDAY, JULY 6, 2009
ROOM 202
6:00 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 special meeting held on May 11, 2009.

C. REFERRED TO COMMITTEE

C-1 Stormwater Management Practices Maintenance Agreement (Access to Sites) By and Between the City of Kenosha, Wisconsin and Cavanagh Court Homeowners Association, Inc. (District 4)

INFORMATIONAL ITEM:

- Maintenance Agreements for Peterson's Golden Meadows and Leona's Rolling Meadows Homeowners Association

**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 MEMBERS OF THE COMMON COUNCIL MAY BE PRESENT AT
THE MEETING, AND ALTHOUGH THIS MAY CONSTITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL
NOT TAKE ANY ACTION AT THIS MEETING.**

STORM WATER UTILITY COMMITTEE
- MINUTES -

MONDAY, MAY 11, 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, May 11, 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, and Don L. Moldenhauer. Alderman Anthony Nudo was excused. The meeting was called to order at 5:00 pm. Staff members in attendance were Ron Bursek and Mike Lemens.

A-1 Approval of minutes of special meeting held on April 13, 2009.

It was moved by Alderman Juliana, seconded by Alderman Moldenhauer to approve minutes. Motion passed 5-0.

C-1 Resolution of Authorization for Submittal and Management of Urban Nonpoint Source & Stormwater Program Construction Grant Application.

It was moved by Alderman Holland, seconded by Alderman Juliana to approve resolution. Motion passed 5-0.

ALDERMAN COMMENTS: Alderman Misner commented on car wash runoff.

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 5:04 pm.



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

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

We have a stake in our lake!

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

July 1, 2009

To: G. John Ruffolo, Chairman
Stormwater Utility Committee

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

Subject: *Maintenance Agreement – Cavanagh Court*

BACKGROUND INFORMATION

Cavanagh Court Homeowners Association Inc. has submitted a Stormwater Management Practices Maintenance Agreement for the Stormwater Utility to access the property to conduct the functional maintenance required. With this agreement all homeowners within the association waive their credit availability to the Stormwater Utility since the Utility will be responsible for the costs of the functional maintenance. This agreement is also necessary for the Kenosha Stormwater Utility to claim this basin as a water quality basin for the benefits of the WinSLAMM analysis that is a requirement of the discharge permit.

RECOMMENDATION

Approve the Stormwater Management Practices Maintenance Agreement [Access to Sites] between the City of Kenosha and the Cavanagh Court Homeowners Association, Inc.

| | |
|--|---|
| | STORMWATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT -- [ACCESS TO SITES] |
| Document No. | Document Title |
| STORMWATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT -- [ACCESS TO SITES] By And Between THE CITY OF KENOSHA, WISCONSIN, A Wisconsin Municipal Corporation, And Cavanagh Court Homeowners Association, Inc., A Non-Stock Corporation | |

Recording Area

Return This Document To:

**Director, Stormwater Utility,
 625 - 52nd Street, Room 305,
 Kenosha, Wisconsin 53140**

Parcel No: 07-222-13-350-201

THIS AGREEMENT, Made and entered into by and between the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, hereinafter referred to as "CITY", and CAVANAGH COURT HOMEOWNERS ASSOCIATION, INC., a non-stock corporation, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, OWNER is the owner and/or Association of owners of the following described parcel of real property that has a Stormwater Management Facility thereon, situated in the City of Kenosha, County of Kenosha, State of Wisconsin; to wit:

Outlot 1, Cavanagh Court Subdivision, being a part of the southwest quarter of the southwest quarter of section 13, township 2 north, range 22 east of the fourth principal meridian. Said land being in the City of Kenosha, County of Kenosha, State of Wisconsin.

hereinafter referred to as "**PROPERTY**".

WHEREAS, "Stormwater Management Practices" means and includes physical facilities, operating plan, maintenance plan and performance standards; and,

WHEREAS, the CITY, the OWNER, and the OWNER'S successors and assigns, including any owners' association, agree that the health, safety and welfare of the residents of the City of Kenosha, Wisconsin, require that on-site Stormwater Management Practices as required by Kenosha Stormwater Utility, be constructed and maintained on the PROPERTY; and,

WHEREAS, the CITY requires that on-site Stormwater Management Practices are adequately

maintained by the **OWNER** and the **OWNER'S** successors and assigns, including any owners' association.

NOW, THEREFORE, in consideration of the mutual agreements of the parties, **CITY** and **OWNER** agree as follows:

1. The **CITY** shall regularly inspect the Stormwater Management Practices as often as conditions require, but in any event at least once each year.

2. The **CITY** shall adequately maintain the Stormwater Management Practices, including, but not limited to, all pipes and channels built to convey stormwater to the facility, as well as all structures. Adequate maintenance is herein defined as keeping the Stormwater Management Facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Maintenance Standards attached to this Agreement as Exhibit "A", and by this reference made a part hereof.

3. The **OWNER**, and the **OWNER'S** successors and assigns, including any owners' association, hereby grant permission to the **CITY**, its authorized agents and employees, to enter upon the **PROPERTY** to inspect and conduct maintenance activities of the Stormwater Management Practices whenever the **CITY** deems necessary.

4. Under this Agreement, the **CITY** assumes no responsibility or any liability in the event the Stormwater Management Practices fail to operate properly.

5. This Agreement shall be attached as an exhibit to any document which creates an owners' association that is responsible for maintenance of the Stormwater Management Practices, and be recorded at the Kenosha County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the **OWNER** and the **OWNER'S** administrators, executors, assigns, heirs and any other successors in interest, including any owners' association. The **OWNER** shall provide the Director of the **CITY** Stormwater Utility with a copy of any document which creates an owners' association that is responsible for the Stormwater Management Practices.

6. All notices, requests, demands and other matters required to be given, or which may be given hereunder, shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or equivalent private delivery service, addressed to the respective parties at the addresses stated below:

a. **OWNER:**

President, Cavanagh Court Homeowners Association, Inc.,
3808 16th Place,
Kenosha, Wisconsin 53144.

b. **CITY:**

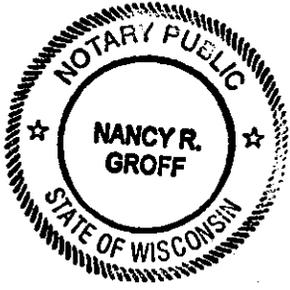
Director, Stormwater Utility,
City of Kenosha,
Room 305, 625 - 52nd Street,
Kenosha, Wisconsin 53140.

CAVANAGH COURT HOMEOWNERS ASSOCIATION INC.,
A Non-Stock Corporation,

BY: [Signature]
KERI NELSON, President
Date: 5/19/09

STATE OF WI)
COUNTY OF Kenosha :SS.

Personally came before me this 19 day of May, 2009, KERI NELSON, President, of the CAVANAGH COURT HOMEOWNERS ASSOCIATION, INC., a non-stock corporation, to me known to be such President, and acknowledged that she executed the foregoing instrument as such officer as the agreement of said corporation, by its authority.



Nancy R. Groff
Nancy R. Groff
Notary Public, Kenosha County, Kenosha
My Commission expires/is: Aug 21, 2009

Drafted By:
PATRICK J. SHEEHAN,
City Attorney

Storm Water Maintenance Standards

1. Wet Detention Basins

- a. Outlet Structure Maintenance:** Trash grates will be examined for debris accumulation; any debris on the trash grate will be removed and disposed of offsite. If significant debris has passed the trash grates, the grate will be lifted and the debris will be removed. If debris passes the trash grate or vandals attempting to plug the outlet are a problem, then revisions will be made to the trash grate. Any time a trash grate needs replacement, the replacement grate will be constructed of stainless steel.
- b. Alterations to the detention basin:** No alterations may be made to the detention basin in the way of grading, additional discharges to the basin, plantings etc without permission from the Storm Water Utility.
- c. Sediment removal:** Soundings shall be taken approximately every 5 years to determine the amount of sediment deposition. More than 2 feet of sediment in any area will require excavation of the sediment from that area. If more than 25% of the pond bottom has greater than 1 foot of sediment the entire pond will need to be dredged or excavated to the original elevation.



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July 1, 2009

To: G. John Ruffolo, Chairman
Stormwater Utility Committee

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

Subject: **INFORMATIONAL ITEM – Maintenance Agreement for Peterson’s Golden Meadows and Leona’s Rolling Meadows Homeowners Association**

BACKGROUND INFORMATION

Peterson’s Golden Meadows and Leona’s Rolling Meadows Homeowners Associations have both submitted a Stormwater Management Practices Maintenance Agreement to the Stormwater Utility, allowing the Stormwater Utility to access the property to conduct the functional maintenance required. The agreements need finalizing since they are not recordable due to the requirements of the Register of Deeds. The issues are that the agreements were handwritten and not typed, they do not have the legal description but just the parcel number and verification of the exact financial institution needs to be verified. However since they have submitted a signed document, the Stormwater Utility would recommend that maintenance inspections be performed on these basins by the end of August. In the meantime, the Stormwater Utility will work with the Homeowners Association to ensure that we have recordable documents that will be presented to the committee as soon as they are executed by the Associations. Attached is a letter that will be sent to the homeowner associations to explain that the Stormwater Utility will begin with inspection and/or maintenance. The attached letter was drafted by the City Attorney’s office.

RECOMMENDATION

Informational item only – no action required.

June 29, 2009

Re: Stormwater Basin

Dear _____:

On _____, 200__, the City of Kenosha, and the _____ [Association] reached an understanding whereby it was agreed that the City's Stormwater Utility would maintain the stormwater basin located at _____. A condition of the Agreement includes the _____ [Association] granting permission for representatives of the City to access the property for the purpose of inspecting, maintaining and repairing the stormwater basin.

We are in the process of finalizing the documentation such that an agreement regarding the obligations of the City's Stormwater Utility and the _____ [Association] can be recorded with the Kenosha County Register of Deeds Office. I write to advise you that in the meantime, the City will be performing inspection and maintenance work on the stormwater basin. Such work is nothing more than what was contemplated by the City and _____ [Association] in the _____ [date] understanding.

If there should be any questions, please contact the under signed at (262)653-4230. Thank you for your cooperation.

Sincerely,

RONALD L. BURSEK,
Director of Public Works

RLB:WKR:ri