AGENDA
STORM WATER UTILITY COMMITTEE

MONDAY, JULY 27, 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 special meeting held on July 6, 2009.

C. REFERRED TO COMMITTEE

C-1 Stormwater Maintenance Practices Maintenance Agreement (Access to Sites) By and Between the City of Kenosha, Wisconsin and Kenosha Unified School District No. 1 (Indian Trails). **(District 16)**

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, JULY 6, 2009
6:00 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, July 6, 2009 in Room 202 of the Municipal Building. The following members were present: Chairman G. John Ruffolo, Aldermen Donald K. Holland, Ray Misner, and Anthony Nudo. Aldermen Patrick Juliana and Don L. Moldenhauer were excused. The meeting was called to order at 6:25 pm. Staff members in attendance were Ron Bursek, Mike Lemens and Jan Schroeder.

A-1 Approval of minutes of special meeting held on May 11, 2009.

It was moved by Alderman Misner, seconded by Alderman Nudo to approve minutes. Motion passed 4-0.

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)**

It was moved by Alderman Nudo, seconded by Alderman Misner to approve agreement. Motion passed 4-0.

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 6:42 pm.

C-1

Stormwater Utility

We have a stake in our lake!

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

July 23, 2009

To: G. John Ruffolo, Chairman
Stormwater Utility Committee

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

Subject: ***Maintenance Agreement – KUSD***

BACKGROUND INFORMATION

Kenosha Unified School District has submitted a Stormwater Management Practices Maintenance Agreement for the Stormwater Utility to access the Indian Trail School Detention Basin to conduct the functional maintenance required. With this agreement Kenosha Unified School District 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 Kenosha Unified School District.

Document No.	STORMWATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT - - [ACCESS TO SITES] Document Title

STORMWATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT - - [ACCESS TO SITES]

By And Between

THE CITY OF KENOSHA, WISCONSIN, A Wisconsin Municipal Corporation,

And

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1, A Wisconsin Common School District

Recording Area

Return This Document To:

Director, Stormwater Utility, 625 – 52d Street, Room 305, Kenosha, Wisconsin 53140

Parcel No. 08-222-34-370-033

THIS AGREEMENT, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, hereinafter referred to as **"CITY"**, and **KENOSHA UNIFIED SCHOOL DISTRICT NO. 1**, a Wisconsin common school district, hereinafter referred to as **"OWNER"**.

WITNESSETH:

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

All of the land described as Parcel I(a) in a Personal Representative's Deed recorded as document 981864 with the Kenosha County Register of Deed's Office on January 5, 1995, and described therein as:

Parcel I: Parts of the southwest 1/4 described as follows:

(a) Beginning at the southwest corner of the southwest 1/4 and running thence east, along and upon the south line of said 1/4 section, 1729.0 feet; thence running north, at right angles to the south line of said 1/4 section, 1338.6 feet and to the north line of the south 1/2 of said 1/4 section; thence running west, along and upon the said north line of south 1/2 of said 1/4 section, 1756.0 feet to the west line of said 1/4 section; thence running south, along and upon the west line of said 1/4 section, 1325.5 feet to the place of beginning;

All in Section 34, town 2 north, range 22 east of the fourth principal meridian, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin;

ALSO, all of the land described in Parcel II(a), as Parcel II(b) and as Parcel III in a Warranty Deed recorded as document 981865 with the Kenosha County Register of Deed's Office on

January 5, 1995, and described therein as:

Parcel II: Parts of the southwest 1/4 described as follows:

(a) Beginning on the south line of the southwest 1/4 at a point which is 716.9 feet west from the southeast corner of said 1/4 section, and running thence west, along and upon the south line of said 1/4 section, 228.0 feet; thence running north, at right angles to the south line of said 1/4 section, 1338.6 feet and to the north line of the south 1/2 of said 1/4 section; thence running east, along and upon the north line of the south 1/2 of said 1/4 section, 228.0 feet; thence running south 1340.2 feet to the place of beginning; and
(b) Beginning on the south line of the southwest 1/4 at a point which is 554.4 feet west from the southeast corner of said 1/4 section, and running thence west, along and upon the south line of said 1/4 section 162.5 feet; thence running north, at right angles to the south line of said 1/4 section 1340.2 feet and to the north line of the south 1/2 of said 1/4 section; thence running east, along and upon the said north line of south 1/2 of said 1/4 section 219.9 feet; thence running southerly, 1343.0 feet, to the place of beginning;
All in section 34, town 2 north, range 22 east of the fourth principal meridian, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin; and

Parcel III: All that part of the southeast 1/4 of the southeast 1/4 of section 33, town 2 north, range 22 east of the fourth principal meridian, lying east of the east line of the Right of Way of the Chicago and North Western Railway, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin;

Excepting therefrom all of the 60th Street public right-of-way;

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

WHEREAS, the **CITY** and **OWNER** agree that the health, safety and welfare of the residents of the City of Kenosha, Wisconsin, require that an on-site Stormwater Management Facility as required by the Kenosha Stormwater Utility, be constructed and maintained on the **PROPERTY**, and,

WHEREAS, the **CITY** requires, and **OWNER** agrees, that **OWNER** and **OWNER'S** successors or assigns, participate in the maintenance of the Stormwater Management Facility.

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

1. Definitions.

a. "Stormwater Management Practices" shall mean the performance of any and all tasks necessary to keep the Stormwater Management Facility in good operating condition, including, but not limited to, those tasks set forth in Exhibits "A" and "B", which are attached hereto and incorporated herein.

b. "Stormwater Management Facility" shall mean all physical facilities, including, but not limited to, berms, outlet structures, basin areas and access roads constructed for the purpose of controlling the quantity and quality of stormwater runoff, snow or ice welt runoff, and surface runoff and drainage.

2. Stormwater Management Practices. **CITY** shall review the Stormwater Management Practices as often as conditions require, but in any event at least once each year. Further, **CITY**, in its sole discretion, shall have the right to modify the Stormwater Management Practices. Such right shall include the right to change the obligations of the parties set forth in Exhibits "A" and "B".

3. CITY'S Responsibilities. **CITY** shall be responsible for the maintenance of the inlet and outlet structures within the basin of the Stormwater Management Facility. **CITY** shall be responsible for completing the tasks set forth in Exhibit "A" in accordance with the guidelines set forth therein.

4. OWNER'S Responsibilities. **OWNER** shall be responsible for the pipes and channels which convey stormwater to the Stormwater Management Facility, including all related structures, improvements and vegetation. Such responsibilities are set forth in Exhibit "B" and **OWNER** shall perform said tasks in accordance with guidelines set forth therein. Notwithstanding the guidelines set forth in Exhibit "B", **OWNER** shall perform the tasks set forth therein more often should conditions require or **CITY** direct **OWNER** to perform any such task.

5. Operation and Maintenance Report. The Operation and Maintenance Report attached to this Agreement as Exhibit "C", and by this reference made a part hereof, shall be used for the purpose of maintaining a record of the regular inspections of the Stormwater Management Facility. **OWNER** shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed, for a period of seven (7) years. The Reports and Maintenance Log shall be made available to the City Stormwater Utility for review. The purpose of the inspections is to assure safe and proper function of the Stormwater Maintenance Facility. The inspections shall include, but are not limited to, berms, outlet structures, basin areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.

6. OWNER'S Failure To Perform. If **OWNER** fails to maintain the Stormwater Management Facility, as outlined in Exhibit "B", in a manner acceptable to the Director of the **CITY** Stormwater Utility, or designee thereof, and does not perform the required corrective actions in the specified time, the **CITY** may:

a. Issue a citation to **OWNER** under Section 36.13 of the Code of General Ordinances, as amended from time to time.

b. Perform the corrective actions and assess the **OWNER** for the cost of such work. The cost of such work shall be specially assessed against the **PROPERTY** pursuant to Section 66.0703, Wisconsin Statutes. This provision shall not be construed to allow the **CITY** to erect any structure of a permanent nature on the land of the **OWNER** It is expressly understood and agreed that the **CITY** is under no obligation to routinely maintain or repair the Stormwater Management Facilities, and in no event shall this Agreement be construed to impose any such obligation on the **CITY.**

7. Access. **OWNER** hereby grants permission to **CITY,** its authorized agents and employees, to enter upon the **PROPERTY** to inspect and conduct maintenance activities for the Stormwater Management Facility whenever **CITY** deems necessary.

8. No Liability. Under this Agreement, **CITY** assumes no responsibility or any liability in the event the Stormwater Management Facility fails to operate properly.

9. Binding Effect. This Agreement shall 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.

10. Notices. 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:**
Director of Facilities,
Kenosha Unified School District No. 1,
3600 - 52nd Street,
Kenosha, Wisconsin 53144

b. **CITY:**
Mr. Ronald L. Bursek,
Director, Stormwater Utility,
City of Kenosha,
Room 305, 625 - 52nd Street,
Kenosha, Wisconsin 53140.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,

BY:_____
KEITH G. BOSMAN, Mayor
Date:_____

BY:_____
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, **KEITH G. BOSMAN, Mayor**, and **MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor**, of the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer/Assessor of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

_____
_____
Notary Public, Kenosha County, Wisconsin
My Commission expires/is:_____

OWNER:
KENOSHA UNIFIED SCHOOL DISTRICT NO. 1, A Wisconsin Common School District

BY: Pam Stevens
PAM STEVENS, Board President
Date: 7-13-09

BY: Gilbert H. Ostman
GILBERT OSTMAN, Board Clerk
Date: 7-13-09

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this 13th day of July, 2009, **PAM STEVENS, Board President** and **GILBERT OSTMAN, Board Clerk** of **KENOSHA UNIFIED SCHOOL DISTRICT NO. 1,** a Wisconsin common school district, to me known to be such Board President and Board Clerk, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said common school district, by its authority.

Karen E. Hollister
Kenosha, WI
Notary Public, Kenosha County, Wisconsin
My Commission expires/is: 03-27-2011

Drafted By:
WILLIAM K. RICHARDSON,
Assistant City Attorney

Stormwater Maintenance Standards – CITY Requirements

Wet Detention Basin

1. Outlet Structure Maintenance: Trash grates shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris on the trash grate shall be removed and disposed of offsite. If significant debris has passed the trash grates, it will be necessary to lift the grate to remove that debris. If debris passing the trash grate or vandals attempting to plug the outlet is a problem, then revisions should be made in the trash grate. Any time a trash grate needs replacement, the replacement grate must be constructed of stainless steel. Any blockage of the basin outlet must be addressed immediately. Blockage of the lower stages of the outlet structure must be cleared within 48 hours to avoid substantial die-off of the flooded grass areas. Any time a substantial portion of the grass area becomes damaged, the entire bottom area of the detention basin will need to be reseeded.

2. Downstream Stormwater Conveyance: Upon detection of storm water failing to completely drain down to the basin discharge elevation, an investigation shall be made to determine the cause. Any obstruction or sediment buildup in the downstream pipes or drainage-way must be removed within 30 days and any damage to the basin such as wave terraces or grass die-off due to the water back up shall be repaired.

3. Sediment removal: Soundings shall be taken every 5 years to determine the amount of sediment deposition. More than 2 feet of sediment in any area shall 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.

Stormwater Maintenance Standards - KUSD Requirements

1. Greenspace: Vegetation shall be maintained to prevent erosion caused by stormwater runoff. An inspection shall be made at least every 6 months. If vegetation is no longer in good condition it shall be replanted.

2. Curb & Gutter: All curb and gutter shall be inspected every 6 months. This inspection shall include the condition of the gutter and the cleanliness of the gutter. This shall be maintained to allow for proper drainage of the area.

3. Storm Sewer: All storm sewers shall be inspected once a year. This inspection shall include the condition of the main line storm sewers to ensure that the system is functioning according to the design requirements.

4. Catch Basins and inlets: All catch basins and inlets shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.

5. Gutters and Downspouts: All building's gutters and downspouts shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.

6. Wet Detention Basins

    1. Mowing: The grass areas must be mowed when the grass reaches a height of 6 inches or monthly during the growing season – whichever occurs first. At no time shall the detention basin be mowed when the bottom or side slopes are still soft after recent storage of storm water. Any ruts created by mowing shall be graded closed or filled with topsoil, seeded, and covered with a tackifier type mulch within one week of the damage. The type of mower used shall be such that a mulch type grass clipping is produced. Grass cut only at the ground level, such as with a sickle bar, tends to be carried to the outlet by storm water where it plugs the trash grate. Any vegetation growing at the edge of a permanent pond shall not be mowed since this ruts the edge of the pond and puts debris in the water. Any undesirable vegetation around the permanent pond should be removed mechanically and in accordance with DNR regulations and guidelines.

    2. Maintenance of Plantings: All planting of trees and bushes shall be maintained in good condition. An examination of the plantings shall be made each Spring and Fall and any dead trees or bushes replaced at that time. The replacement shall be in kind or with a suitable species approved by the City Forester. All planting shall receive regular watering during the first few years until they become well established. Mulch beds shall be maintained around the plantings to discourage the

growth of weeds and to conserve moisture. The area immediately around the plantings shall be kept free of weeds by pulling or weed whipping each time the grass is mowed. Bushes mowed off or tree bark girdled by the mowing equipment shall be replaced by a specimen of similar size.

3. Erosion: Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.

4. Invasive plant species: Invasive plant species such as purple loose strife or canary reed grass shall not be allowed to become established in the detention basin. At the detection of such species a control program shall be established and progress in their control shall be included in the yearly report.

5. Use of chemicals: No fertilizer or weed killer shall be used with the detention basin parcel.

6. 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.

7. Control of water plants: Some water plants are desirable as they provide a balance environment for aquatic life and aid in the removal of nutrients from the storm water. Growth along the edge of the pond stabilizes the shoreline against erosion and discourages geese from using the pond. Excessive growth should be controlled by mechanical removal of the plants. Any use of chemicals in the pond must be in conformance with DNR regulations and guidelines and receive prior approval from the Kenosha Stormwater Utility. If the shoreline erodes due to lack of proper stabilization some other means of protection such as the placement of boulders will be required. The control of algae is not a required maintenance item since the objection to algae is mainly based on esthetics.

Stormwater Operation and Maintenance Report

Owner: _____ Phone No.: _____
Parcel No. _____ Address: _____
City: _____ State: _____
Zip: _____ Contact Name: _____

Date of Inspection (mm/dd/yy): _____ Inspection ☐ 6 Month ☐ Other _____

Time of Inspection Start: _____ End: _____ Name of Individual Performing Inspection (please print): _____

Weather Conditions during Inspection: _____

Stormwater Facility Inspection

Condition	Good	Bad	Requires Maintenance	Notes: (Condition / Corrective Action)
General Site Conditions				
Greenspace				
Curb & Gutter				
Catch Basins				
Stormsewer				
Gutters/Downspouts				
Wet Detention Basin				
Mowing (Monthly or >6")				
Condition of Plantings				
Condition of Water Plants				
Erosion				
Invasive Plants	Yes	No		

Signature of Inspector _____ Date _____
Signature of Owner _____ Date _____

Exhibit C