

**AGENDA
STORMWATER UTILITY
COMMITTEE**

*****PLEASE NOTE CHANGE IN DAY OF MEETING***
WEDNESDAY, SEPTEMBER 4, 2013
ROOM 202
5:00 P.M.**

*Patrick Juliana, Chairman
Scott N. Gordon, Vice Chairman
Steve Bostrom*

*Eric Haugaard
Jan Michalski
G. John Ruffolo*

- A-1 Approval of minutes of regular meeting held on August 19, 2013.
- C-1 Stormwater Management Practices Maintenance Agreement for Stormwater Management Facility By and Between the City of Kenosha, Wisconsin (A Wisconsin Municipal Corporation) and Bradford Estates Homeowners Association, Inc. (A Non-Stock Corporation). **(District 6)**

INFORMATIONAL: Project Status Report

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 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.

STORMWATER UTILITY COMMITTEE
- MINUTES -

MONDAY, AUGUST 19, 2013
5:00 P.M.

Patrick Juliana, Chairman
Scott N. Gordon, Vice Chairman
Steve Bostrom

Eric Haugaard
Jan Michalski
G. John Ruffolo

The regular meeting of the Stormwater Utility Committee was held on Monday, August 19, 2013 in Room 202 of the Municipal Building. The following members were present: Chairman Patrick Juliana, Vice Chairman Scott N. Gordon, Aldermen Eric Haugaard, Jan Michalski and G. John Ruffolo. Alderman Steve Bostrom was absent. The meeting was called to order at 6:40 pm. Staff members in attendance were Mike Lemens and Shelly Billingsley.

- A-1 Approval of minutes of regular meeting held on August 5, 2013.
*It was moved by Alderman Haugaard, seconded by Alderman Michalski to approve.
Motion passed 5-0.*

- C-1 Disbursements for the month of July 2013.
*It was moved by Alderman Ruffolo, seconded by Alderman Gordon to receive and file.
Motion passed 5-0.*

- C-2 Acceptance of Project 12-1013 CDBG Resurfacing (67th Street - 22nd Avenue to 18th Avenue, 65th Street - 24th Avenue to 22nd Avenue, 57th Street - 23rd Avenue to 22nd Avenue, 67th Street - 27th Avenue to 22nd Avenue, 68th Street - 24th Avenue to 22nd Avenue) which has been satisfactorily completed by Cicchini Asphalt, LLC. (Kenosha, Wisconsin). The final amount of the contract is \$750,944.22. (\$52,001.50 Stormwater funds) **(Districts 2, 8 & 12)** *(also referred to Public Works Committee)*
*It was moved by Alderman Haugaard, seconded by Alderman Gordon to approve.
Motion passed 5-0.*

INFORMATIONAL: Project Status Report – *Shelly Billingsley spoke.*

ADJOURNMENT - There being no further business to come before the Stormwater Utility Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 6:43 pm.



C-1

ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER
CATHY AUSTIN, P.E.
ASSISTANT CITY ENGINEER
BILL KNUITSEN
SOIL EROSION SPECIALIST

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

DEPARTMENT OF STORMWATER UTILITY

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL SWU@KENOSHA.ORG

August 29, 2013

To: Patrick A. Juliana, Chairman
Stormwater Utility Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Deputy Director of Public Works/City Engineer

Subject: Maintenance Agreement – Bradford Estates

BACKGROUND INFORMATION

Bradford Estates Homeowners Association, Inc. has submitted a Stormwater Management Practices Maintenance Agreement for Stormwater Management Facility 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 benefit of the WinSLAMM analysis that is a requirement of the discharge permit.

RECOMMENDATION

Approve the Stormwater Management Practices Maintenance Agreement for Stormwater Management Facility between the City of Kenosha and Bradford Estates Homeowners Association, Inc.

SAB/kjb

Document No.	<p style="text-align: center;">STORMWATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT -- FOR STORMWATER MANAGEMENT FACILITY</p>	
<p style="text-align: center;">STORMWATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT -- FOR STORMWATER MANAGEMENT FACILITY</p> <p style="text-align: center;">By And Between</p> <p style="text-align: center;">THE CITY OF KENOSHA, WISCONSIN, A Wisconsin Municipal Corporation,</p> <p style="text-align: center;">And</p> <p style="text-align: center;">BRADFORD ESTATES HOMEOWNERS ASSOCIATION, INC. A Non-Stock Corporation</p>		<p>Recording Area</p> <hr/> <p>Return This Document To:</p> <p>Director, Stormwater Utility, 625 – 52nd Street, Room 305, Kenosha, Wisconsin 53140</p>

Parcel No(s). 07-222-24-391-048

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

WITNESSETH:

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

Outlot 48 of Bradford Estates, a resubdivision of park of the Southwest Quarter of the Southwest Quarter, and the Southeast Quarter of the Southwest Quarter of Section 24, Township 2 North, Range 22 East of the Fourth Principal Meridian, said Outlot being in the City of Kenosha, Kenosha County, Wisconsin.

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

WHEREAS, as a condition of the development of the subdivision commonly known as Bradford Estates, a Stormwater Management Facility was required to be constructed for the benefit of the residents of the subdivision; 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 the Stormwater Management Facility on the **PROPERTY** be maintained; and,

WHEREAS, the **CITY** requires that on-site Stormwater Management Practices are performed 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. 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 such that it is performing its functions as designed.

b. “Stormwater Management Facility” shall mean all 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 water runoff, and surface runoff and drainage.

2. CITY'S Responsibility. The CITY shall adequately maintain the Stormwater Management Facility, including, but not limited to, all pipes and channels built to convey stormwater to the facility, as well as all related structures in accordance with CITY'S Stormwater Maintenance Standards, attached hereto as Exhibit “A”. The CITY shall review OWNER'S performance of it's 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 OWNER'S responsibilities set forth in Exhibit “B”. Given CITY'S obligations herein, it shall not provide any credit for Stormwater Utility charges for maintenance of the Stormwater Management Facility to any real property owner, including, but not limited to, OWNER, or individual residents of Bradford Estates Subdivision.

3. OWNER'S Responsibilities. OWNER shall inspect the Stormwater Management Facility as often as conditions require, but in any event at least twice each year. OWNER shall perform the Stormwater Management Practices as more particularly described in Exhibit “B” attached hereto. The Operation and Maintenance Report attached hereto as Exhibit “C” shall be used for the purpose of the inspections of the Stormwater Management Facility. OWNER shall keep the Operation and Maintenance Reports, as well as a log of any maintenance activity indicating the date and maintenance performed, for a period of seven (7) years.

4. Access. OWNER, hereby grants permission to the CITY, its authorized agents and employees, an easement over the PROPERTY for the purpose of ingress and egress and, if necessary, repair of the Stormwater Management Facility. The Director of the CITY Stormwater Utility, or designee thereof, shall provide the OWNER with copies of inspection findings made by CITY and, if necessary, a directive to commence corrective actions. Corrective actions shall be taken within a reasonable time frame as established by the Director of the CITY Stormwater Utility.

5. Breach. If OWNER fails to maintain the Stormwater Management Facility in good working condition such that the facilities are performing to the degree acceptable to the Director of the CITY Stormwater Utility, or designee thereof, and OWNER does not perform the required corrective actions in the specified time, the CITY may:

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

b. Perform the corrective actions identified in the Inspection Report 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. If the facilities are located on an outlot owned collectively by an owners' association, the CITY may assess each member of the owner's association according to their ownership interest in the facilities located on the PROPERTY. 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 said Stormwater Management Facility, and in no event shall this Agreement be construed to impose any such obligation on the CITY.

c. In the event CITY, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials and the like, the OWNER, shall reimburse the CITY, within thirty (30) days of receipt of notice thereof, for all actual costs incurred by the CITY hereunder. OWNER's failure to pay shall result in the cost being specially assessed against the PROPERTY.

6. No Liability. Under this Agreement, the CITY assumes no responsibility or any liability in the event the Stormwater Management Facilities fail to operate properly in the absence of any negligence on the part of the CITY.

7. **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, including any owners associations. 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. Further, this Agreement shall be attached as an exhibit to any document which creates an owners association that is responsible for performance of the tasks set forth in Exhibit B.

8. **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 or such addresses as the parties indicate in writing:

If to **OWNER:** Bradford Estates Homeowners Association, Inc.
Mr. Stephen Conran, President
3720 29th Street
Kenosha, Wisconsin, 53144.

If to **CITY:** Stormwater Utility
City of Kenosha
Room 305, 625 - 52nd Street
Kenosha, Wisconsin, 53140.

OWNER shall obtain **CITY's** approval which shall not be unreasonably withheld prior to changing it's address for purposes of this section.

9. **Miscellaneous.**

a. **Laws of Wisconsin.** The interpretation of this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any provision of this Agreement which is prohibited by the laws of the State of Wisconsin shall be ineffective only to extent of such prohibition without invalidating the remaining provisions which shall continue in full force and effect.

b. **Authority to Enter Into Agreement.** Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute the Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and () this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

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: _____
DEBRA L. SALAS,
City Clerk/Treasurer
Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2012, **KEITH G. BOSMAN, Mayor,** and **DEBRA L. SALAS, City Clerk/Treasurer,** 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: _____

BRADFORD ESTATES HOMEOWNERS
ASSOCIATION INC.,
A Non-Stock Corporation,

BY: Stephen Conran
Stephen Conran, President
Date: 27 Sept 2012

STATE OF WI)
 :SS.
COUNTY OF Kenosha)

Personally came before me this 27th day of September, 2012, STEPHEN CONRAN, President, of the BRADFORD ESTATES HOMEOWNERS ASSOCIATION, INC., a non-stock corporation, to me known to be such President, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.

LINDSEY DIENBERG
NOTARY Public
STATE OF WISCONSIN

Jessica D. Dierbeck
7500 Green Bay Rd. Kenosha, WI 53142
Notary Public, Kenosha County, WI
My Commission expires/is: August 14, 2016

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 Management Standards
Bradford Estates Homeowners Association Requirements

1. Greenspace: Vegetation shall be maintained to prevent erosion caused by storm water runoff. An inspection shall be made at least every six (6) months. If vegetation is no longer in good condition it shall be replanted.
2. Wet Detention Basins
 - A. 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.
 - B. Maintenance of Plantings: All plantings 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 plantings 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 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.
 - C. 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.
 - D. 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.
 - E. Use of chemicals: No fertilizer or weed killer shall be used with the detention basin parcel.

- F. 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.
 - G. 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.
3. Outlet Structure Maintenance: Trash grates shall be examined for debris accumulation every six month. Any debris on the trash grate shall be removed and disposed of offsite. At any time should blockage of the basin outlet be discovered CITY's Stormwater Utility shall be notified immediately.
 4. Downstream Stormwater Conveyance: Upon detection of storm water failing to completely drain down to the basin discharge elevation, CITY Stormwater Utility shall be notified immediately.

Stormwater Operation and Maintenance Report

Owner: _____	Phone No.: _____			
Parcel No. _____	Address: _____			
City: _____	State: _____			
Zip: _____	Contact Name: _____			
Date of Inspection (mm/dd/yy): _____				
Inspection	<input type="checkbox"/> 6 Month <input type="checkbox"/> Other _____			
Time of Inspection	Name of Individual Performing Inspection (please print): _____			
Start: _____	End: _____			
Weather Conditions during inspection: _____				
Stormwater Facility Inspection				
Condition	Good	Bad	Requires Maintenance	Notes: (Condition / Corrective Action)
General Site Conditions				
Greenspace				
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 _____		

August 30, 2013

TO: Michael M. Lemens, P.E.
Director of Public Works / Stormwater Utility

FROM: Cathy Austin, P.E. 
Assistant City Engineer

SUBJECT: Stormwater Utility Project Status Report

- Project #09-1121 - Forest Park Evaluation** – Staff has sent final comments to Strand for storm sewer section of report. (1)
- Project #10-1126 Wetland Mitigation Bank** - [Wetlands and Waterways Consulting LLC] Staff is working with the DNR regarding comments with the recent submittal. (16)
- Project #10-1131 River Crossing Swale Restoration** – [Applied Ecological Services] Maintenance has been performed. (17)
- Project #11-1128 Multi-Plate Pipe Storm Sewer Inspection and Evaluation** – [Ruekert-Mielke] Staff is currently reviewing a draft report. (2 and 7)
- Project #11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant)** – Punchlist items remain (1 and 6)
- Project #11-1135 Stormwater Management Plan Development** – Contract has been executed work has begun. Staff continues to work through City watershed by watershed. (City wide)
- Project #11-1137 Pike River Monitoring (WI Coastal Management Grant)** – The City of Racine has begun monitoring. Staff is reviewing draft report. (1 and 4)
- Project #12-1111 Misc. Storm Sewer – Sump Pump Connections** – Staff is preparing plans and specs for construction. (12)
- Project #12-1136 Pike River Monitoring (Fund for Lake Michigan Grant)** – The City of Racine has begun monitoring. Staff is reviewing draft report. (1 and 4)
- Project #12-1140 Detention Basin Certifications** – [Clark Dietz] –Clark Dietz has perform soundings on the city owned detention basins and the basins which we have functional maintenance on through maintenance agreements. (City wide)
- Project #12-1420 Shagbark Trail Development** – [SAA] Work has begun. Estimate completion is end of September. (10)
- Project #11-1025 122nd Avenue – 71st Street to 74th Street (Storm Sewer Only)** – Work has begun. Estimate completion date is mid-November (16)
- Project #13-1016 Resurfacing III** – [Cicchini] All saw cutting, removal, sidewalk, curb & gutter, driveway aprons, roadway milling, new asphalt pavement, and the majority of restoration has been completed on 40th Street, 44th Avenue and 87th Place. All saw cutting, removal and concrete work has been completed on 34th Avenue. All saw cutting, storm sewer 50% of removal and 25% of curb & gutter has been completed on 26th Avenue. [34th Ave from 86th Place to 88th Place, 44th Avenue Cul-de-Sac south of 87th Place, 87th Place Cul-de-Sac west of 42nd Avenue, 26th Avenue from 34th Street to 31st Street, 40th Street from Sheridan Road to 8th Avenue] (Stormwater Utility funding also) (1, 6, 9, 14)
- Project #13-1024 – 60th Street Resurfacing – 39th Avenue to 30th Avenue** – [Cicchini] Storm sewer work has been completed on 39th Avenue. Storm sewer work has begun on 60th Street. Both 39th Avenue and 60th Street are restricted to one lane of traffic in each direction. (Stormwater Utility funding also) (3, 11, 15)
- Project #13-1208 - Sidewalk and Curb and Gutter (Curb and Gutter Only)** – [AW Oakes] Project is about 60% complete. (Citywide)
- Project #13-1417 – Tree Removal** – Project has begun. (Parks funding) (Citywide)
- Design Work-** Staff is working on the following projects: Sump Pump Priorities, SWPPP Updates, Website Design, GPS Data Forms, Storm Sewer Investigation for Roadway Projects, Permit Compliance, SWU Reporting, Pollution Prevention Structures, Stormwater Management Facility Inspections, Miscellaneous Storm Sewer projects for contractor and SWU crews, Yardwaste coupons, 56th Street from Sheridan Road to 13th Avenue Storm Sewer Repairs