

**AGENDA
STORM WATER UTILITY
COMMITTEE**

**MONDAY, SEPTEMBER 14, 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 September 9, 2009.

C. REFERRED TO COMMITTEE

C-1 Professional Services Agreement with Strand Associates, Inc. for Storm Sewer and Sanitary Sewer Evaluation. *(also referred to Board of Water Commissioners)*

C-2 Proposed Ordinance Change to Amend Section 33.07 by Adding the Definition of the term "Soil Stockpile" Thereto; to Renumber Sections 33.10 G., H., I. and J. as Sections 33.10 I., J., K., and L.; to Renumber Section 33.10 F. as Section 33.10 G.; to Create Section 33.10 F. Regarding Extensions of Time to Complete Work Regarding Erosion Control; and, to Create Section 33.10 H. Regarding Soil Stockpiles.

C-3 Professional Services Agreement with H.R. Stewart, Inc. for Storm Sewer Televising including Light Cleaning if Required.

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 -

WEDNESDAY, SEPTEMBER 9, 2009
6:30 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 Wednesday, September 9, 2009 in Room 202 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 6:35 pm. Staff members in attendance were Ron Bursek and Jan Schroeder.

A-1 Approval of minutes of special meeting held on August 31, 2009.

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

B-1 Approval of Professional Services Agreement with Mandlik and Rhodes Information Systems, Inc. for Redemption Processing of Yardwaste Coupons. *(deferred from August 31, 2009 meeting)*

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

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 6:36 pm.



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

September 9, 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: *Professional Service Agreement with Strand Associates, Inc.*

BACKGROUND INFORMATION

The Kenosha Stormwater Utility and Kenosha Water Utility has received a proposal to complete a sanitary and storm sewer operational study for the Forest Park area in the City of Kenosha. The Stormwater Utility and the Kenosha Water Utility received two proposals and have chosen Strand based on a Qualification Based Selection process for the written response and individual interviews that were conducted.

This study will involve numerous tasks as they relate to the sanitary and storm sewer systems independently and together. Some of the tasks that will be completed as part of the storm sewer evaluation are as follows:

- Storm Sewer Condition Analysis – this will require that the Kenosha Stormwater Utility contract independently with a televising firm or work with the Kenosha Water Utility to televise the storm sewer mainline and leads within the study area.
- Storm Sewer Capacity Analysis
- Sump Pump and Drain Tile Connection Database
- Hydrology Evaluation and Flood Extents Map

There will also be a variety of tasks that will be completed as a joint effort between the Kenosha Water Utility and the Kenosha Stormwater Utility such as:

- Sump Pump and Drain Tile Connection Database
- Educational Program
- Ordinance Reviews
- Public Involvement Process / Public Informational Meetings

The cost share of this agreement would be as follows:

| | SWU | KWU | Total |
|---|------------------|-----------------|------------------|
| <i>STORM SEWER EVALUATION</i> | | | |
| Task 1 – Storm Sewer Condition Analysis | \$6,400 | \$0 | \$6,400 |
| Task 2 – Storm Sewer Capacity Analysis | \$94,600 | \$0 | \$94,600 |
| Task 3 – Sump Pump /Drain Tile Connect. | \$8,650 | \$8,650 | \$17,300 |
| Task 4 – Hydrology Evaluation | \$5,300 | \$0 | \$5,300 |
| <i>SANITARY SEWER EVALUATION</i> | | | |
| Task 1 – Previous Study Evaluation | \$0 | \$12,900 | \$12,900 |
| Task 2 – Capacity Analysis | \$0 | \$42,400 | \$42,400 |
| <i>GENERAL</i> | | | |
| Task 1 –Education Program & Materials | \$3,700 | \$3,700 | \$7,400 |
| Task 2 – Ordinance Review/Enforcement | \$1,300 | \$1,300 | \$2,600 |
| Task 3 – Public Informational Meetings | \$5,450 | \$5,450 | \$10,900 |
| TOTAL | \$125,400 | \$74,400 | \$199,800 |

In addition to the contract with Strand this project will require approximately \$40,000 to televise the storm sewer system for the Storm Sewer Condition Analysis.

RECOMMENDATION

Approve the Agreement between the Kenosha Stormwater Utility and Strand Associates as members of the Southeastern Wisconsin Clean Water Network for Stormwater Information and Education Program Services, named “Keep Our Waters Clean”.



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Madison, WI 53715
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Office Locations

Madison, WI
Joliet, IL
Louisville, KY
Lexington, KY
Mobile, AL
Columbus, IN
Columbus, OH
Indianapolis, IN
Milwaukee, WI
Cincinnati, OH
Phoenix, AZ

www.strand.com

September 10, 2009

City of Kenosha
625 52nd Street, Room 305
Kenosha, WI 53140

Attention: Ed St. Peter, General Manager
Ron Bursek, Director of Public Works

Re: Agreement for Services
Storm Sewer and Sanitary Sewer Evaluation

This is an Agreement between the City of Kenosha, Wisconsin, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, for services (Services) for a Storm Sewer and Sanitary Sewer Evaluation. This Agreement will be in accordance with the following elements.

Background

OWNER reports flooding and basement backups in the study area. The storm sewer and sanitary sewer systems in the Forest Park study area have been modeled previously by others. OWNER would like to build upon existing studies using recently gathered data and develop new/updated models for these areas. For areas that have not been modeled previously, OWNER would like to develop new models for the storm sewer and sanitary sewer systems. Additionally, OWNER would like to survey residents in the entire study area to help identify sources of infiltration/inflow (I/I) from private property.

It is OWNER's objective that this study will provide a detailed understanding of the storm sewer and sanitary sewer system in the study area and provide options for reducing flooding, basement backups, and private property I/I in the study area.

Scope of Services

For the sanitary sewer portion of this project, the study limits are defined as the area roughly bounded by 60th Street, 56th Avenue, 67th Street, and Harding Road. For the storm sewer evaluation portion of this project, the study limits are defined as limits of detailed study area (defined as the area roughly bounded by 60th Street, 56th Avenue, 67th Street, and Harding Road), upstream tributary area, downstream tributary area, south downstream tributary area, and notification area. The Services to be provided can be described as follows:



1. Storm Sewer Condition Analysis

ENGINEER will assist OWNER in hiring a company to televise the condition of storm sewer mainlines, inlet leads, inlets, and manholes within the limits of the detailed study area. Should it be determined during discussions with OWNER that additional storm sewer should be televised, ENGINEER will assist OWNER and the companies to modify the proposals as necessary. ENGINEER will review the televising report and provide a report summarizing the observations. It is anticipated the televising will take approximately three weeks. ENGINEER will have staff on-site during three of the days of televising to observe televising operations and gain first-hand knowledge of structure conditions.

2. Storm Sewer Capacity Analysis

- a. ENGINEER will develop an XPSWMM model that will analyze the storm sewer system for the 2-, 5-, 10-, 25-, 50-, and 100-year storm events. In the limits of detailed study area, an XPSWMM 2-dimensional (2d) model will be created using OWNER's Digital Terrain Model (DTM), including all known storm sewers. In the upstream tributary area, ENGINEER will utilize the existing OWNER XPSWMM model as currently set up. In the downstream tributary area, ENGINEER will create a skeletonized XPSWMM model to model the approximate 30,450 linear feet of mainline storm sewer.
- b. ENGINEER will estimate the inlet capacity of the inlets in the limits of the detailed study area and incorporate that data into the XPSWMM model to assess whether there is adequate inlet capacity to pass the 10-year design storm.
- c. ENGINEER will perform a critical duration analysis that will assess how the storm sewer network responds to various rainfall durations and respective rainfall depths. ENGINEER will use the Southeastern Wisconsin Regional Planning Commission (SEWRPC) rainfall amounts and distribution from the SEWRPC Technical Report No. 40, Rainfall Frequency in the Southeastern Wisconsin Region, April 2000. The model in the study area will be calibrated to the June 19, 2009, storm event with high water elevation and rainfall information provided by OWNER, if available. If not available, model will be run with the SEWRPC design storms.
- d. ENGINEER will provide a Geographic Information System (GIS) figure that will show the estimated pipe capacity of each modeled pipe within the limits of detailed study area under existing conditions. This map will be color-coded to allow understanding of where the priority areas in the storm sewer system are located.
- e. ENGINEER will provide an alternatives analysis to analyze ways to pass the 10-year storm event. ENGINEER will develop up to four alternatives



in the limits of detailed study area. For each alternative, ENGINEER will provide a write-up, an opinion of probable construction cost, and a GIS figure.

3. Sump Pump/Drain Tile Connection Database

ENGINEER will create a sump pump/drain tile connection database for information collected by the following efforts in the notification area. ENGINEER will perform this task in conjunction with the Public Information task.

- a. ENGINEER will develop a survey form that will be handed out at the first public meeting and will also be available on OWNER's Web site. The survey form will also be available as an on-line survey for OWNER to provide a link on OWNER's Web site.
- b. ENGINEER will send out a letter including the survey form and inviting the public to the first public meeting.
- c. ENGINEER will contact residents in the notification area via telephone that did not respond to the initial survey. Conversations and phone call attempts will be documented for future reference. If necessary, visits to resident's homes will be setup at the time of the phone call or based on survey feedback.
- d. ENGINEER will make site visits to residents in the notification area. ENGINEER has budgeted for four 10-hour days (40 hours) of visits.
- e. ENGINEER will contact the alderperson(s) for the area and seek assistance in spreading the word of the survey's importance to the constituents.

Findings and results of surveys, phone calls, resident home visits, and evening meetings will be compiled and included in a section of the final report.

4. Hydrology Evaluation and Flood Extents Maps

ENGINEER will review OWNER's existing watershed parameters for the limits of detailed study area, upstream tributary area, and downstream tributary area. ENGINEER will develop or modify watershed parameters to each inlet (watershed area, runoff curve number, and time of concentration) in the limits of detailed study area. In the upstream tributary area, watershed parameters in the existing model will be used. In the downstream tributary area, watershed parameters will be developed along the mainline being modeled. An XPSWMM 2d flood extent map will be generated for the 2-, 5-, 10-, 25-, 50-, and 100-year storm events under existing conditions in the limits of detailed study area.



5. Review of Existing Sanitary Sewer Information

To the extent that existing information pertains to the study area:

- a. ENGINEER will review the 1999 *Sanitary Sewer Relief Plan*.
- b. ENGINEER will compare and contrast the recommended emergency operations plan with current OWNER wet weather operational practices.
- c. ENGINEER will review the 2007 *Sanitary Sewer Flow Monitoring and Analysis* report. ENGINEER will perform an independent assessment of the metered response of the collection system during the various wet weather events.
- d. ENGINEER will conduct a review of the development and calibration of the hydraulic model. ENGINEER will compare and contrast this model with the tabular capacity analysis completed as part of the 1999 evaluation.
- e. ENGINEER will review and summarize information available from OWNER. This will include peak flow estimates, capacity calculations, and internal communications that pertain to operational issues within the system. In addition, flow metering data, smoke testing results, sewer televising, and manhole inspection results will be reviewed and incorporated into the report.
- f. Utilizing the flow metering data generated in the 2007 Sanitary Sewer Flow Monitoring and Analysis as well as OWNER generated data, ENGINEER will prepare an updated estimate of peak wet weather flows within the sanitary sewer study area.

6. Updated Capacity Analysis

ENGINEER will utilize data collected from the June 19, 2009, storm event to evaluate, expand, and update the existing capacity analysis tools to encompass the entire sanitary sewer study area. The results of the updated capacity analysis will be reviewed with OWNER and used to address I/I in the system.

ENGINEER will develop an updated and expanded XP-SWMM model for the sanitary sewer study area to model the operation of the collection system under wet weather operating conditions. Using the updated capacity analysis tools, ENGINEER will evaluate the wet weather operation of the sanitary sewers in the sanitary sewer study area. Up to three conveyance alternatives will be evaluated and recommendations for modifications to the existing sanitary sewer system to improve the wet weather operation of the system will be provided. When applicable, an opinion of probable construction cost will be provided with recommendations.



7. Private I/I Program-Preliminary Development

ENGINEER will prepare a summary of existing Private Property I/I identification and removal programs. This summary will be based on information available on the Water Environment Federations (WEF) Private Property Virtual Library (PPVL), and recently completed evaluation performed by ENGINEER. ENGINEER will prepare a written summary of existing programs for use by OWNER. One review meeting is included in this effort. Review meeting will be scheduled in conjunction with the other project activities.

8. Educational Program

- a. ENGINEER will develop an educational program framework using existing educational materials in, but not limited to, the following categories:
 - (1) Impacts of discharging clear water into sanitary sewers.
 - (2) Impacts of keeping catch basins and curb lines clean of leaves or grass clippings.
 - (3) Impacts of storms on sanitary and storm sewer systems.

- b. ENGINEER will prepare the following in-house materials specific to OWNER's issues:
 - (1) One newspaper article discussing the specific problem and proposed solutions to the flooding issues.
 - (2) One poster regarding the specific issues.
 - (3) One rendering regarding the sump pump/drain tile disconnection concept.
 - (4) One newsletter describing the project and solutions. Newsletters will be sent out by OWNER. Copies of the newsletters will be made by OWNER.

9. Ordinance Reviews

ENGINEER will work with OWNER in evaluating its current code of ordinances to recommend updates and additions that will be beneficial in reducing long-term clear water connections to the sanitary system.

10. Public Involvement Process

ENGINEER will conduct three workshops with residents in the notification area, one with a stakeholder group, and one additional meeting to be held when needed. In addition, ENGINEER will contact elected officials before each workshop to review workshop content and get their suggestions on neighborhood participation. Additionally,



ENGINEER will invite and acknowledge the elected official participation in the workshops. OWNER will provide public notices for each meeting.

- a. Workshop 1—This will consist of a short presentation explaining the project and educating residents on how stormwater and sanitary problems occur. It will also include prioritization of goals for the project.
- b. Workshop 2—This will consist of a short presentation that educates residents on potential stormwater and management strategies. Alternative concepts will be presented and attendees will be asked to comment on the concepts.
- c. Workshop 3—ENGINEER will summarize the information gathered in the first two workshops and then show residents how their input was incorporated into the proposed stormwater solution. Based on the feedback at this meeting, refinements to the alternatives will be made.
- d. A stakeholder meeting will be held with a group that may be affected by the study.
- e. An additional meeting will be held when needed.

11. Meetings

Attendance at the following meetings with City staff:

- a. Meeting No. 1—*Kickoff Meeting*—At this meeting, ENGINEER will gather available data and discuss the findings of the previous storm and sanitary sewer studies.
- b. Meeting No. 2—Presentation of Agreement to City Committee on September 14, 2009.
- c. Meeting No. 3—*Progress Meeting No. 1*—This meeting will be held after the existing conditions storm sewer modeling is complete to discuss priority areas in the system. In addition, potential alternatives to be analyzed will be discussed.
- d. Meeting No. 4—*Progress Meeting No. 2*—This meeting will be held after submittal of the 90 percent draft report is complete. Discussion will center on which alternative appears to best meet OWNER's and resident's needs.

12. Deliverables

Deliverables include the following:

- a. A 90 percent draft and a final plan in hard-copy (four copies at each stage) and electronic (PDF) formats. Design calculations will be included in the appendices.



- b. One newspaper article, one poster, one rendering, and one newsletter in electronic (PDF) format.

Service Elements Not Included

The following services are not included in this Agreement.

1. Analysis and Modeling of Future or Proposed Land Use Conditions: Any services of this type required to be provided by ENGINEER shall be provided through a separate agreement with OWNER.
2. Archaeological or Botanical Investigations: The compensation does not include the cost for archaeological or botanical investigations should these be required. ENGINEER shall assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
3. Design, Bidding and Construction-Related Services: Design, bidding and construction-related services for the PROJECT shall require a separate agreement with OWNER.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, shall be provided for by an amendment to this Agreement or through a separate agreement with OWNER.
5. Geotechnical Engineering: The compensation does not include the cost for geotechnical engineering. It is anticipated ENGINEER's need for geotechnical engineering information will be coordinated through OWNER and OWNER's geotechnical consultant. The compensation does not include the cost for soil borings. If soil borings are required, ENGINEER shall assist OWNER in direct procurement of drilling services.
6. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, and/or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances shall be provided through a separate agreement with OWNER.
7. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
8. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services of this type required to be provided by ENGINEER shall be provided through a separate agreement with OWNER.



- 9. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination shall be provided for through a separate agreement with OWNER.

- 10. Wetland Delineations and Permitting for Wetland Impacts Including Wisconsin Department of Natural Resources (DNR) Water Quality Certifications and United States Army Corps of Engineers (USACE) Permits: Any services of this type required to be provided by ENGINEER shall be provided through a separate agreement with OWNER.

Compensation

Services shall be provided on an hourly rate basis plus expenses. Hourly billing rates are adjusted annually on July 1 and are currently as follows:

| | <u>Hourly Billing Rates</u> |
|---|-----------------------------|
| Principal Engineer | \$220 to \$237 |
| Senior Project Manager | \$139 to \$254 |
| Project Managers | \$ 70 to \$166 |
| Project Engineers and Scientists | \$ 60 to \$113 |
| Engineering Technicians and Draftspersons | \$ 39 to \$109 |
| Office Production | \$ 68 Average |

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls shall be billed at actual cost plus 10 percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement shall be adjusted to reflect the net change.

The estimated fee for the Services is \$199,800 and includes a wage scale that assumes the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.



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The estimated fee shall not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, and changes in the **Scope of Services**. Any adjustment shall be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

Schedule

ENGINEER intends to begin Services upon execution of this Agreement by OWNER on or about September 14, 2009. It is anticipated that Services will be completed by approximately April 15, 2010.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this PROJECT including previous reports, previous drawings and specifications, and any other data relative to the scope of this PROJECT.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this PROJECT, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and shall render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.



6. Provide the following existing available mapping or data in digital format. If not available in digital format, provide a hard-copy map.
 - a. Sanitary sewer map with corresponding manhole rim elevations, pipe inverts, and pipe sizes. Record drawings if the data is not available on a map.
 - b. Flow metering data from the 2007 *Sanitary Sewer Flow Monitoring and Analysis* report and data collected by the City.
 - c. Existing surveys from previous storm events.
 - d. Storm sewer system mapping to outfalls from the drainage areas with manhole rim elevations, pipe inverts, and pipe sizes.
 - e. Storm sewer drainage basins.
 - f. Contours for the study areas and drainage basins.
 - g. DTM for the following storm sewer study areas: Limits of detailed study, upstream tributary area, and downstream tributary area.
 - h. Rainfall data from the wastewater treatment plant for 2009.
 - i. Phone numbers and contacts for residents in the notification area.
 - j. Parcel maps.
 - k. Storm sewer watershed parameters (time of concentration runoff number, watershed area) for watershed mapping provided by OWNER, as available.
 - l. High water elevations and rainfall data for the June 19, 2009, storm event.
 - m. Record/As-Built drawings of the storm sewer sanitary sewer system.
 - n. Field survey necessary to obtain relevant storm and sanitary sewer system information missing from OWNER's GIS system or record drawings.
 - o. Existing detention pond operational information record drawings for detention ponds in the watersheds.
 - p. Land use and zoning mapping.
7. Provide all legal services as may be required for the development of this project.

Opinion of Cost

Any opinions of cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost of or time required for performance of any Services



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under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly.

2. No services for which additional compensation will be charged by ENGINEER shall be furnished without the written authorization of OWNER. The fee established herein shall not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.

Extension of Services

This Agreement may be extended for additional services upon authorization by OWNER. Extension of Services shall be provided either on a lump sum fee or an hourly rate basis plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly statements. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of services upon five calendar days' notice to OWNER. ENGINEER shall have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend services, ENGINEER shall resume services and there shall be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.



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Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER shall be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.

CITY OF KENOSHA

Matthew S. Richards
Corporate Secretary

Date

Ed St. Peter
General Manager

Date

Ronald Bursek
Director of Public Works

Date

DEPARTMENT OF
NEIGHBORHOOD SERVICES
AND
INSPECTIONS

JAMES M. SCHULTZ
Director



Building Inspection

Property Maintenance

Zoning Enforcement

TO: Keith G. Bosman, Mayor
Members of the City of Kenosha Common Council
Members of the City of Kenosha Public Safety and Welfare Committee

FROM: Nick Torcivia, Supervisor, Building Inspections *NT*
Department of Neighborhood Services and Inspections

SUBJECT: Summary of Proposed Ordinance Changes, Chapter 9 the Building Code, and Chapter 33, Land-disturbing Erosion and Sediment Control Ordinance

DATE: August 25, 2009

The proposed changes to the General Code of Ordinances affecting the Building Code (Chapter 9), and the Land-disturbing Erosion and Sediment Control Ordinance (Chapter 33), are requested for the following reasons:

Chapter 9 - Building Code

918(E)(1)(a) - Clarifies that safety rules and regulations governing swimming pools, spas, hot tubs, etc., are also applicable to portable or inflatable pools which meet the 24" depth specification.

9.20(A) - Removes the allowance for a homeowner to install electrical wiring (after passing an electrical exam) in the single-family home in which he or she abides. The change is requested primarily due to:

- ✓ Safety and potential fire issues due to many incorrect and sometimes dangerously installed electrical wiring.
- ✓ Passing the open-book test does not necessarily insure that the applicant has real practical code knowledge of wiring or installation methods. Inspectors have made multiple inspections on relatively simple projects, sometimes ordering removal or re-wiring of an entire electrical installation due to safety, fire, and electrical code violations. The inspector will then require that the owner hire a qualified electrician to reinstall or correct the violations as they are more than the owner can reasonably address. The proposed change does not affect the homeowner's ability to perform routine maintenance or repairs for which no permit is required; and, is also consistent with previous changes over the years relative to plumbing and HVAC installations, which now require licensed, professional trades-persons.

9.20(C), (D), (E), (F), (G) - Renumbered accordingly to accommodate changes and additions to Chapter 9.

9.21(A) - Clarifies that gas line installation may be performed not only by a Wisconsin Master Plumber or contractor in possession of a Wisconsin HVAC qualifier license, or City of Kenosha HVAC contractor license, but also by a qualified agency as defined by NFPA(54)(1)(4). This clarification wording is consistent with the State of Wisconsin building and mechanical codes.

9.21(G) - The prohibition of exterior incinerators and/or boilers used for heating or supplemental heating of buildings within City limits is proposed based on the following justifications:

- ✓ Basic design encourages a slow, cooler fire which maximizes the amount of heat transferred from the fire which creates more smoke and air pollutants than a normal fireplace. Most do not contain mechanical scrubbers or filters to limit air pollution.
- ✓ Imminent fire and safety hazard given the close proximity to homes within City limits. The basic wood boiler recommended safe distance to neighbors being 300-500 feet, is more applicable to a rural setting rather than an urban setting.
- ✓ There would be no way to monitor what is burned in them (garbage or waste other than wood).

Chapter 33 - Land-disturbing Erosion and Sediment Control Ordinance

33.10(H) - This proposed change to the current ordinance addresses the ongoing issue of soil stockpiles. The requirement would allow soil stock piles to be maintained on site under the following conditions:

- ✓ Stockpiles shall only be allowed after review of plans and proper permitting; and, shall be located only as approved on the plan.
- ✓ Stockpiles cannot be located near a public street or alley. Any change from the approved location shall require re-submittal of plans and proper approval.
- ✓ All stockpiles shall be removed from site or graded to meet the approved drainage plan for the site prior to the expiration of the permit, or prior to occupancy of any building or project on the site - whichever occurs first.

These requirements will allow the City to maintain control of any soil stockpiles, and insure the removal or displacement of them in a timely manner by means of permit restrictions and escrows before they become unsightly or cause disruption of approved drainage plans and drainage patterns.

ORDINANCE NO. _____

BY: THE MAYOR

TO REPEAL AND RECREATE SECTION 9.18 E.1.a. OF THE CODE OF GENERAL ORDINANCES REGARDING SWIMMING POOL REQUIREMENTS; TO REPEAL AND RECREATE SECTION 9.20 A. REGARDING CERTIFICATION FOR PERSONS PERFORMING ELECTRICAL WORK; TO REPEAL SECTION 9.20 B.; TO RENUMBER SECTIONS 9.20 C., D., E., F. and G. AS SECTIONS 9.20 B., C., D., E. and F; TO REPEAL AND RECREATE SECTION 9.21 A. REGARDING HVAC QUALIFICATIONS; TO CREATE SECTION G. REGARDING PROHIBITED INSTALLATIONS OF EXTERIOR INCINERATORS OR BOILERS; TO AMEND SECTION 33.07 BY ADDING THE DEFINITION OF THE TERM "SOIL STOCKPILE" THERETO; TO RENUMBER SECTIONS 33.10 G., H., I. AND J. AS SECTIONS 33.10 I., J., K., AND L.; TO RENUMBER SECTION 33.10 F. AS SECTION 33.10 G.; TO CREATE SECTION 33.10 F. REGARDING EXTENSIONS OF TIME TO COMPLETE WORK REGARDING EROSION CONTROL; AND, TO CREATE SECTION 33.10 H. REGARDING SOIL STOCKPILES

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: Section 9.18 E.1.a. of the Code of General

Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

a. Every swimming pool, spa or hot tub which has a water depth of two (2') feet or more shall be completely surrounded by a fence or wall at least forty-eight (48") inches in height and not more than six (6') feet in height; the six (6') foot height limitation notwithstanding, no fence may be less than forty-eight (48") inches in height above adjoining grade, in addition to the pool wall of an above ground pool. This requirement also applies to inflatable or portable pools which meet the specifications as described herein.

Section Two: Section 9.20 A. of the Code of General Ordinances for

the City of Kenosha, Wisconsin, is repealed and recreated as follows:

A. Qualifications. No Person, except as provided in Subsections B. and C., herein, shall install electrical wiring and equipment within the City, or apply for a Permit to perform such work, without first obtaining certifications as required by Chapter 101.87, Wisconsin Statutes, and conforming with all

applicable State laws, rules and regulations.

Section Three: Section 9.20 B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

Section Four: Sections 9.20 C., D., E., F., and G. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as Sections 9.20 B., C., D., E., and F.

Section Five: Section 9.21 A. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

A. Qualification. No Person shall install or modify permanent heating, ventilating or air conditioning equipment without first obtaining a Wisconsin HVAC Qualifier Credential, and/or being in possession of a City of Kenosha HVAC Contractor License. This licensing requirement shall not apply to employees of State regulated utilities.

Any Person installing or Altering gas lines shall possess a valid State of Wisconsin Master Plumber License, State of Wisconsin HVAC Qualifier Certificate, City of Kenosha HVAC Contractor License, or be a Qualified Agency as defined in NFPA 54 1.4

Section Six: Section 9.21 G. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

G. Prohibited Installations. Exterior incinerators or boilers used for the heating of, or to supplement the heating of, any building or buildings within the City limits are hereby prohibited.

Section Seven: Section 33.07 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by adding the following definition thereto:

Soil Stockpile means an artificially created accumulation of earth that materially affects water flow across the soil surface in a manner that is inconsistent with the permanent drainage plan.

Section Eight: Sections 33.10 G., H., I. and J. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as Sections 33.10 I., J., K. and L.

Section Nine: Section 33.10 F. of the Code of General Ordinances

for the City of Kenosha, Wisconsin, is hereby renumbered as Section 33.10 G.

Section Ten: Section 33.10 F. of the Code of General Ordinances

for the City of Kenosha, Wisconsin, is hereby created as follows:

F. Extensions of Time To Complete Work. Any applicant who obtains a permit and fails to complete the work in the time specified in Subsection 33.10 E., may apply to the Code Official for a time extension not to exceed one (1) year. Extensions may be granted if the work commenced has proceeded in a professional and workmanlike manner which exhibits reasonably progress. Extended permits shall not impose new conditions unless required by this Ordinance, or any other State or local law, rule or regulation. Upon a violation of Subsection 33.10 E., no new work may commence without the issuance of an approved extension or a new permit.

Section Eleven: Section 33.10 H. of the Code of General

Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

H. Soil Stockpiles.

1. Review and Approval Required. Soil stockpiles are permitted only when reviewed and approved as part of an Erosion Control Permit for site mass grading or new building construction, or other approved land-disturbing activities.

2. Location. Soil stockpiles shall not be located in close proximity to any public street or alley, and in all cases shall be located as indicated on the approved plan. Requested changes of location shall require a revised plan and approval of the Code Official.

3. Removal. All soil stockpiles shall be removed from the site or graded to meet the approved drainage plan at the time the permit expires, or at the time a Temporary Occupancy Permit is issued to any project connected with that particular site, whichever occurs sooner.

Section Twelve: This Ordinance shall become effective upon

passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

ORDINANCE NO. _____

REDLINE VERSION

BY: THE MAYOR

TO REPEAL AND RECREATE SECTION 9.18 E.1.a. OF THE CODE OF GENERAL ORDINANCES REGARDING SWIMMING POOL REQUIREMENTS; TO REPEAL AND RECREATE SECTION 9.20 A. REGARDING CERTIFICATION FOR PERSONS PERFORMING ELECTRICAL WORK; TO REPEAL SECTION 9.20 B.; TO RENUMBER SECTIONS 9.20 C., D., E., F. and G. AS SECTIONS 9.20 B., C., D., E. and F; TO REPEAL AND RECREATE SECTION 9.21 A. REGARDING HVAC QUALIFICATIONS; TO CREATE SECTION G. REGARDING PROHIBITED INSTALLATIONS OF EXTERIOR INCINERATORS OR BOILERS; TO AMEND SECTION 33.07 BY ADDING THE DEFINITION OF THE TERM "SOIL STOCKPILE" THERETO; TO RENUMBER SECTIONS 33.10 G., H., I. AND J. AS SECTIONS 33.10 I., J., K., AND L.; TO RENUMBER SECTION 33.10 F. AS SECTION 33.10 G.; TO CREATE SECTION 33.10 F. REGARDING EXTENSIONS OF TIME TO COMPLETE WORK REGARDING EROSION CONTROL; AND, TO CREATE SECTION 33.10 H. REGARDING SOIL STOCKPILES

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required by Chapter 101.87, Wisconsin Statutes, and conforming with all applicable State laws, rules and regulations.

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Section Six: Section 9.21 G. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

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APPROVED: _____ Mayor

Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney



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

September 11, 2009

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

From: Shelly Billingsley, P.E. SB
Assistant City Engineer
Stormwater Utility / Parks

Subject: *Professional Service Agreement with H.R. Stewart, Inc.*

BACKGROUND INFORMATION

As part of the Professional Service Agreement with Strand Associates, Inc, a Storm Sewer Condition Analysis will be performed. To complete this analysis the Kenosha Stormwater Utility will have to contract with a televising firm to conduct the actual televising of the storm sewer system. In working with Strand Associates we have obtained three quotes from reputable companies and due to the timely response required only one company was able to assure that the work could be completed yet this year.

The company will submit the results from the televising to the Kenosha Stormwater Utility and in turn we will supply a copy to Strand Associates Inc. to include as part of their analysis of the overall system.

RECOMMENDATION

Approve the Agreement between the Kenosha Stormwater Utility and H.R. Stewart Inc. for \$40,000 to include their quote of \$38,235.00 with \$1,765.00 of contingency.

