

**AGENDA  
STORMWATER UTILITY  
COMMITTEE**

**MONDAY, SEPTEMBER 21, 2015  
ROOM 202  
5:30 P.M.**

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

*Eric Haugaard  
Rhonda Jenkins  
Jan Michalski*

Approval of minutes of regular meeting held on August 17, 2015.

1. Stormwater Management Practices Maintenance Agreement For Stormwater Management Facilities Between The City Of Kenosha, Wisconsin, And NHPCO Wisconsin, LLC.
2. Disbursements for the month of August 2015.

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 CONSITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

STORMWATER UTILITY COMMITTEE  
- MINUTES -

MONDAY, AUGUST 17, 2015  
6:30 P.M.

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

Eric Haugaard  
Rhonda Jenkins  
Jan Michalski

The regular meeting of the Stormwater Utility Committee was held on Monday, August 17, 2015 in Room 202 of the Municipal Building. The following members were present: Chairman Patrick Juliana, Vice Chairman Scott N. Gordon, Aldermen Eric Haugaard, and Jan Michalski. Alderman Steve Bostrom was absent and Alderman Rhonda Jenkins was excused. The meeting was called to order at 6:48pm. Staff member in attendance was Jeff Warnock, Superintendent of Parks.

Approval of minutes of regular meeting held on August 3, 2015.

*It was moved by Alderman Michalski, seconded by Alderman Gordon to approve. Motion carried unanimously.*

1. Acceptance of Project 14-1120 Eichelman Park Beach Water Quality Improvements Phase I & II (6125 3<sup>rd</sup> Avenue) which has been satisfactorily completed by A.W. Oakes & Son, Inc. (Racine, Wisconsin) in the amount of \$354,097.37. **(District 2)** *(Park Commission) (also referred to Public Works Committee)*  
*It was moved by Alderman Gordon, seconded by Alderman Michalski to approve. Motion carried unanimously.*
2. Disbursements for the month of July 2015.  
*It was moved by Alderman Michalski, seconded by Alderman Haugaard to receive and file. Motion carried unanimously.*

INFORMATIONAL: Project Status Report – *No one 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 6:50pm.

SHELLY BILLINGSLEY, MBA, PE  
Acting Director  
sbillingsley@kenosha.org  
625 52nd Street, Room 305  
Kenosha, WI 53140



CATHY AUSTIN, PE  
Assistant City Engineer  
caustin@kenosha.org  
T: 262.653.4050  
F: 262.653.4056

September 15, 2015

To: Patrick A. Juliana, Chairman  
Stormwater Utility Committee

From: Shelly Billingsley, MBA, PE  
Acting Director of Public Works/City Engineer

A handwritten signature in black ink that reads "Shelly Billingsley". The signature is written over the printed name in the "From:" field.

Subject: Stormwater Management Practices Maintenance Agreement for Stormwater Maintenance Facilities Between the City of Kenosha, Wisconsin and NHPCO Wisconsin, LLC

**BACKGROUND/ANALYSIS**

This item was referred from the City Attorney's office. Staff has reviewed the agreement and has no objections.

**RECOMMENDATION**

Staff recommends approval.

SAB/kjb

STORMWATER MANAGEMENT PRACTICES  
MAINTENANCE AGREEMENT FOR  
STORMWATER MANAGEMENT FACILITIES  
BETWEEN THE CITY OF KENOSHA,  
WISCONSIN, AND NHPCO WISCONSIN, LLC

Document Number

Document Title

Return to:

Jonathan A. Mulligan  
Office of the City Attorney  
City of Kenosha  
625 52<sup>nd</sup> Street, RM 201  
Kenosha, WI 53140

08-222-35-226-026

Parcel Identification Number

STORMWATER MANAGEMENT PRACTICES  
MAINTENANCE AGREEMENT FOR STORMWATER  
MANAGEMENT FACILITIES

Between

THE CITY OF KENOSHA, WISCONSIN,  
a Municipal Corporation,

And

NHPCO WISCONSIN, LLC,

a Delaware Limited Liability Company

THIS AGREEMENT, effective as of the last date of execution, is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin ("CITY"), and NHPCO WISCONSIN, LLC, a Delaware limited liability company, 353 N. Clark Street, Suite 3300, Chicago, Illinois 60654 ("OWNER"), collectively referred to as the Parties.

WITNESSETH:

WHEREAS, NHPCO WISCONSIN, LLC is the owner of real estate legally described on Exhibit A situated in the City of Kenosha, County of Kenosha, State of Wisconsin, hereinafter referred to as "REAL ESTATE", as the successor by merger to NHP WI ALZ, LLC pursuant to the Certificate of Merger recorded with the Kenosha County Register of Deeds on May 20, 2009 as Document No. 1589023; and

WHEREAS, the CITY, the OWNER, and the OWNER'S successors and assigns, including any owners' association, agree that the health, safety and welfare of the residents of the City of Kenosha, Wisconsin, require that on-site stormwater drainage facilities as shown on the plans approved as part of the Conditional Use Permit (hereinafter referred to as "Stormwater Management Facilities") be designed, constructed and maintained on the REAL ESTATE to properly manage stormwater runoff in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit and this Agreement; and

WHEREAS, the CITY requires that the on-site Stormwater Management Facilities are adequately maintained by the OWNER and the OWNER'S successors and assigns, including any owners' association, in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit and this Agreement.

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

1. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall regularly inspect the Stormwater Management Facilities on the REAL ESTATE as often as conditions require, but in any event at least twice each year. The Stormwater Inspection and Maintenance Checklist attached to this Agreement as Exhibit B, and by this reference made a part hereof, shall be used for the purpose of the regular inspections of the Stormwater Management Facilities on the REAL ESTATE. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall keep the Stormwater Inspection and Maintenance Checklist from past inspections, as well as a log of maintenance activity with respect to the Stormwater Management Facilities indicating the date and type of maintenance completed ("Maintenance Log") for a period of three (3) years following such inspection or maintenance. The Stormwater Inspection and Maintenance Checklist and the Maintenance Log shall be made available upon request to the City Stormwater Utility for review. The purpose of the inspections is to assure safe and proper functioning of the Stormwater Management Facilities on the REAL ESTATE. The inspections shall cover all Stormwater Management Facilities on the REAL ESTATE including, but not limited to, conveyance systems, berms, outlet structures, basin areas and access roads. Any deficiencies shall be noted in the Stormwater Inspection and Maintenance Checklist.
2. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall adequately maintain all Stormwater Management Facilities on the REAL ESTATE, including, but not limited to, all pipes and channels built to convey stormwater to and from the Stormwater Management Facilities, as well as all structures, improvements and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as keeping the Stormwater Management Facilities in good working condition so that the Stormwater Management Facilities are performing their design functions and are maintained in accordance with the Stormwater Maintenance Standards attached to this Agreement as Exhibit C, hereinafter referred to as "Maintenance Standards".
3. The OWNER and the OWNER'S successors and assigns, including any owners' association, hereby grant permission to the CITY, its authorized agents and employees, to enter upon the REAL ESTATE to inspect the Stormwater Management Facilities whenever the CITY deems necessary to investigate reported deficiencies, respond to citizen complaints, and to determine compliance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit and this Agreement. The Director of the CITY Stormwater Utility, or designee thereof, shall provide the OWNER and the OWNER'S successors and assigns, including any owners' association, copies of the inspection findings ("Inspection Reports"), specifically indicating any corrective actions required to bring the Stormwater Management Facilities into compliance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit and this Agreement, and a directive to commence with

corrective actions, if necessary. Corrective actions shall be taken within a reasonable time frame as established by the Director of the CITY Stormwater Utility. The Director of the CITY Stormwater Utility, or designee thereof, will maintain public records of the results of the site inspections.

4. The OWNER and the OWNER'S successors and assigns may delegate the obligations imposed by this Agreement to any tenant of the REAL ESTATE (each, a "Tenant"), including Azura Kenosha North, LLC, the tenant of the REAL ESTATE as of the date of execution of this Agreement. The delegation of any obligations imposed by this Agreement to any tenant of the REAL ESTATE shall not relieve the OWNER or the OWNER'S successors and assigns from any obligations imposed upon the OWNER or the OWNER'S successors and assigns pursuant to this Agreement. The delegation of any obligations imposed by this Agreement to any tenant of the REAL ESTATE shall not be inconsistent with the terms of this Agreement.
5. If the OWNER or the OWNER'S successors and assigns, including any owners' association, fails to maintain the Stormwater Management Facilities on the REAL ESTATE in good working condition such that the Stormwater Management Facilities are not performing their designed control of the quantity and quality of stormwater acceptable to the Director of the CITY Stormwater Utility, or designee thereof, and does not perform the required corrective actions in the specified time following notice from the Director of the CITY Stormwater Utility, the CITY may take one or more of the following actions:
  - a. Issue a citation to the OWNER, the OWNER'S successors and assigns or any Tenant under Section 36.13 of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time.
  - b. Perform the corrective actions identified in the Inspection Report and assess the OWNER, the OWNER'S successors and assigns, including any owners' association, or any Tenant for the cost of such work and all administrative costs associated with performing such work. The cost of such work shall be assessed against the REAL ESTATE as a special charge pursuant to Section 66.0627, Wisconsin Statutes in accordance with Section 7 below. Except for the Stormwater Management Facilities required pursuant to Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit and this Agreement, this provision shall not be construed to allow the CITY to erect any structure of a permanent nature on the land of the OWNER or to make any alterations to any existing structure on the REAL ESTATE. It is expressly understood and agreed that the CITY is under no obligation to routinely maintain or repair the Stormwater Management Facilities on the REAL ESTATE, and in no event shall this Agreement be construed to impose any such obligation on the CITY.
  - c. Revoke the Stormwater Quality Credit and/or Stormwater Quantity Credit as defined in Chapter VIII of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, until the OWNER, the

OWNER'S successors and assigns, or Tenant submits a revised Stormwater Inspection and Maintenance Checklist and confirms to the satisfaction of the Director of the CITY Stormwater Utility that all required corrective actions have been taken.

6. The OWNER and the OWNER'S successors and assigns, including any owners' association, will perform the work necessary to keep the Stormwater Management Facilities on the REAL ESTATE in good working order, as appropriate. The minimal amount of maintenance required to be performed on the Stormwater Management Facilities shall be in accordance with the Maintenance Standards attached as Exhibit C which may be amended by CITY from time to time, provided OWNER is given prior written notice of any such amendments. 7. 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 or the OWNER'S successors and assigns, including any owners' association, shall reimburse the CITY within thirty (30) days of receipt of written demand for payment of all actual costs incurred by the CITY hereunder. Failure of the OWNER and the OWNER'S successors and assigns, including any owners' association, to reimburse the CITY within thirty (30) days shall result in the costs being assessed against the REAL ESTATE as a special charge pursuant to Section 66.0627, Wisconsin Statutes.
8. Under this Agreement, CITY assumes no responsibility or any liability in the event the Stormwater Management Facilities on the REAL ESTATE fail to operate properly and OWNER and the OWNER'S successors and assigns, including any owners' association, shall indemnify, defend and hold harmless CITY, its officers, employees and agents against any such claims.
9. This Agreement shall be attached as an exhibit to any document which creates an owners' association that is responsible for maintenance of the Stormwater Management Facilities on the REAL ESTATE, shall be recorded at the Kenosha County Register of Deeds, shall constitute a covenant running with the land, and shall be binding on the OWNER and the OWNER'S successors in interest, including any owners' association. The OWNER shall provide the Director of the CITY Stormwater Utility with a copy of any document which creates an owners' association that is responsible for maintaining the Stormwater Management Facilities on the REAL ESTATE.
10. 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, certified, return receipt requested, postage prepaid, or equivalent private overnight delivery service, addressed to the respective Party at the addresses stated below:

a. OWNER:

NHPCO WISCONSIN, LLC  
c/o Nationwide Health Properties, LLC

10350 Ormsby Park Place, Suite 300  
Louisville, Kentucky 40223  
Attention: Lease Administration

With copies to:

NHPCO WISCONSIN, LLC  
c/o Nationwide Health Properties, LLC  
353 N. Clark Street, Suite 3300  
Chicago, Illinois 60654  
Attention: Legal Department

b. CITY:

City Clerk/Treasurer  
City of Kenosha  
625 52<sup>nd</sup> Street, Room 105  
Kenosha, Wisconsin 53140

With copies to:

Director, Stormwater Utility  
City of Kenosha  
625 52<sup>nd</sup> Street, Room 305  
Kenosha, Wisconsin 53140

and

Office of the City Attorney  
City of Kenosha  
625 52<sup>nd</sup> Street, Room 201  
Kenosha, Wisconsin 53140

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
12. Nothing contained herein shall be deemed to be a dedication of the Stormwater Management Facilities on the REAL ESTATE to the public. OWNER reserves all rights to use the REAL ESTATE for all purposes not inconsistent with the rights granted to the CITY herein.

*Signature pages follow*





EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 12, Westview Industrial Park, a subdivision of part of the Northwest 1/4 of the Northwest 1/4 and part of the Southwest 1/4 of the Northwest 1/4, all in Section 35, Township 2 North, Range 22 East of the Fourth Principal Meridian. Said land lying and being in the City of Kenosha, County of Kenosha, State of Wisconsin

EXHIBIT B

Stormwater Inspection and Maintenance Checklist

Owner: _____	Phone No.: _____			
Parcel No.: _____	Address: _____			
City: _____	State: _____			
Zip: _____	Contact Name: _____			
Date of Inspection (mm/dd/yy): _____				
Time of Inspection	Start: _____ End: _____			
	Inspection <input type="checkbox"/> 6 Month <input type="checkbox"/> Other _____			
Name of Individual Performing Inspection (please print): _____				
Weather Conditions during Inspection: _____				
<b>Stormwater Facility Inspection</b>				
Condition	Good	Bad	Requires Maintenance	Notes: (Condition / Corrective Action)
<b>General Site Conditions</b>				
Greenspace				
Curb & Gutter				
Catch Basins				
Stormsewer				
Gutters/Downspouts				
<b>Stormceptor or Equivalent Unit</b>				
Overall Condition				
Lids and Access				
Sediment Level	-	-	Sediment Level	
Cleaning Required	Yes	No		Attach Manufacturer's recommendations for cleaning
<b>Wet Detention Basin</b>				
Outlet Structure Condition				
Next Structure Downstream				
Mowing (Monthly or >6")				
Condition of Plantings				
Condition of Water Plants				
Erosion				
Invasive Plants	Yes	No		
Sediment Level	-	-	Sediment Level	
Dredging Required	Yes	No		
<b>Dry Detention Basin</b>				
Outlet Structure Condition				
Next Structure Downstream				
Mowing (Monthly or >6")				
Condition of Plantings				
Condition of Water Plants				
Condition of Basin Bottom				
Erosion				
Invasive Plants	Yes	No		
Sediment Removal				
Excavation Required	Yes	No		
<b>Bioretention Basin</b>				
Overflow Pipe				
Condition of Water Plants				
Vegetation				
Standing Water	Yes	No		
Condition of Plantings				
Is trash evident	Yes	No		

Bioretention Basin (continued)			
Soil Test Bioretention	Yes	No	If Yes when Ph Level
Sediment Level			
Infiltration Basin/Trench			
Spreader			
Overflow Spillway			
Vegetation			
Standing Water	Yes	No	
50% of basin floor wet 3 days after rainfall	Yes	No	
Are plants at least 5-6 inches	Yes	No	
Has the Basin been burned	Yes	No	If Yes when
Is trash evident	Yes	No	
Rain Garden			
Weeds	Yes	No	
Condition of Plants			height
Vegetation			
Standing Water	Yes	No	
Is trash evident	Yes	No	
Dead Plants evident	Yes	No	Mowed When
Vegetated Swales			
Pesticides and Fertilizers Used	Yes	No	
Mowing Height			
Sediment Level			height
Erosion	Yes	No	
Litter and Debris	Yes	No	
Proper Drainage	Yes	No	
Vegetated Swales			
Proper Drainage	Yes	No	
Mowing Height			
Sediment Level			height
Erosion	Yes	No	
Level Spreader Condition			
Underground Storage Systems			
Outlet Structure Condition			
Inlet Pipe Conditions			
Sediment Level	height		% of Area
Floating debris	Yes	No	
Cracked or Damaged Sections	Yes	No	
Signature of Inspector	_____		Date _____
Signature of Owner	_____		Date _____

## EXHIBIT C

### Storm Water Maintenance Standards

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. Proprietary Device (Stormceptors or equivalent units): All proprietary devices shall be maintained per the manufacturer's recommendations to meet the design criteria. A copy of the manufacturer's recommendations shall be attached to the Stormwater Inspection and Maintenance Checklist.
7. Detention Basins – General
  - a. Dry or Wet Detention Basins
    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 and determined by the investigation to be originating from the REAL ESTATE must be removed within 30 days. Any damage to the basin such as wave terraces or grass die-off due to the water back up shall be repaired.

3. Mowing: The grass areas (not including no-mow or native 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 or within one week of area being sufficiently dry. 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.
4. 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 reasonably free of weeds. Bushes mowed off or tree bark girdled by the mowing equipment shall be replaced.
5. 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.
6. 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.
7. Use of chemicals: No fertilizer or weed killer shall be used with the detention basin parcel.
8. 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.

b. Dry Detention Basins – In addition to the above requirements

1. **Sediment removal:** Sediment shall be removed from low flow concrete channels anytime it achieves a depth of greater than three inches or supports vegetation. Dry bottom detention basins shall be examined yearly for excessive sediment buildup; and any deposits that interfere with proper drainage shall be excavated and the area topsoiled and reseeded. At least every ten years a topographic survey of the dry basin, that shows the extent of sedimentation in the detention basin, shall be done and furnished to the City. At such time as the original capacity of the basin is decreased by 5% the bottom shall be excavated to restore the original capacity.
  2. **Bottom Condition:** Proper drainage shall be maintained in all dry bottom detention basins to reduce mosquito breeding. No standing water shall be evident within one day of the complete drainage of the basin. Any such poorly drained area will need to be re-graded or tiled.
- c. **Wet Detention Basins – In addition to the above requirements**
1. **Mowing:** 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. **Control of water plants:** Some water plants are desirable as they provide a balanced 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 aesthetics.
  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.

## 8. Bioretention Basins:

### a. Functional Inspection:

1. **Litter and Debris:** Basins shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris within the basin or at the overflow pipe shall be removed and disposed of offsite. Any blockage of the basin outlet must be addressed immediately. Blockage 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 basin will need to be reseeded.

2. **Mowing:** The grass areas (not including no-mow or native grass areas) must be mowed when the grass reaches a height of 6 inches or monthly during the growing season – whichever is more often. 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 or within one week of area being sufficiently dry. 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.
3. **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 reasonably free of weeds. Bushes mowed off or tree bark girdled by the mowing equipment shall be replaced.
4. **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.
5. **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.
6. **Soil Inspection:** The basin shall have soil tests performed at least every 5 years for pH.
7. **Alterations to the 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.

#### 9. Infiltration Basins and Infiltration Trenches:

- a. **Functional Inspection:** An infiltration basin/trench shall be inspected and if standing water is observed in over 50% of the basin bottom 3 days after rainfall the basin shall be unclogged. Unclogging options would be to remove the top 2-3 inches, chisel plow, and add topsoil and compost. If deep tilling is used, the basin shall be drained and the soils must be dry at a depth of 8 inches before work may be performed. If turf grass was used and the basin clogs again, then the basin shall be replanted with Prairie style vegetation.
- b. **Mowing:** An infiltration basin/trench shall not be mowed until plants are a height of 10-12 inches if newly planted. Once plants are established they shall be mowed to a height not less than 5-6 inches. Since burning cannot be done, then the basin/trench shall be mowed once in the fall (after Nov. 1).
- c. **Pretreatment:** Inspect pretreatment area for sediment and clean as required.
- d. **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.

## 10. Rain Garden

- a. **Weeding:** A rain garden shall be weeded the first couple of years until the plants are well established or as needed to promote plant growth.
- b. **Plant Trimming:** Once the plants are between 4-6 inches in height all tattered plants shall be cut back.
- c. **Dead Plant Removal:** Cut the rain garden to a height of 6-8 inches by use of a mower if able to be raised to that height, a weed-eater or other appropriate equipment to stimulate plant growth.

## 11. Vegetated Swales

- a. **Pesticides and Fertilizers:** Chemicals shall be used in moderation and only as needed to promote healthy dense vegetation.
- b. **Mowing:** The swale shall be mowed or cut to the height needed for proper function.
- c. **Sediment Removal:** When infiltration rates impeded or sediment is 2 inches. Care shall be taken to ensure that the swale is not being compacted during removal process.
- d. **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.

- e. Litter and Debris: Swales shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris within the swale shall be removed and disposed of offsite.
- f. Proper drainage shall be maintained in all dry bottom detention basins to reduce mosquito breeding. No standing water shall be evident with one day of the complete drainage of the basin. Any such poorly drained area will need to be regraded or tiled.

## 12. Filter Strips

- a. Mowing: The filter strip shall be mowed or cut to the height needed for proper function approximately 2-3 times per year. The grass areas (not including no-mow or native grass areas) must be mowed when the grass reaches a height of 6 inches or monthly during the growing season – whichever is more often. The filter strip shall be mowed only when the soil is firm and is less susceptible to rutting. 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 or within one week of area being sufficiently dry. 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.
- b. Bottom Condition: Proper drainage shall be maintained in all dry bottom detention basins to reduce mosquito breeding. No standing water shall be evident within one day of the complete drainage of the basin. Any such poorly drained area will need to be regraded or tiled.
- 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. Level Spreader Maintenance: Level Spreaders shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris on the level spreader shall be removed and disposed of offsite. Any blockage of the level spreader 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 filter strip shall be reseeded.
- e. Sediment Removal: When sediment is accumulated the filter strip shall be regraded and seeded.

## 13. Underground Detention Facilities

a. **Sediment Removal:** Detention Chambers must be cleaned, when it exceeds 5% of the storage area, to remove accumulated trash, sediment and other debris or more often based on manufacturer's recommendations. This debris must be removed from the pipes and not allowed to travel downstream.

b. **Annual Inspections:**

1. The Drain Inlets and outlets shall be inspected for debris and obstructions to ensure that runoff can move freely within the facility.

2. Inspect facility for floating debris and sediment buildup.

3. The Detention Chambers shall be inspected to ensure that they are not cracked or damaged and all necessary repairs must be made.

14. Other Devices will be reviewed on a case by case basis.

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September 15, 2015

To: Patrick A. Juliana, Chairman  
Stormwater Utility Committee

From: Shelly Billingsley *Shelly Billingsley*  
Acting Director of Public Works/City Engineer

Subject: August 2015 Stormwater Utility Disbursements

**BACKGROUND/ANALYSIS**

The Finance Department has prepared the monthly stormwater utility disbursements for August 2015.

**RECOMMENDATION**

Staff recommends the committee receive and file.

SAB/kjb



www.kenosha.org

START DATE FOR SUMMARY: 8/01/15 END DATE FOR SUMMARY: 8/31/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151106	8/05	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	07/15 SWEEPER PARTS/	1,675.00
151116	8/05	LINCOLN CONTRACTORS SUPPLY	501-09-50105-385-000 501-09-50105-344-000	07/15-SW TOOLS/SUPPL 07/15-ST TOOLS/SUPPL ..... TOTAL	258.00 24.73 282.73
151118	8/05	NEENAH FOUNDRY CO. (K0363)	501-09-50105-389-000	STORM DRAIN COVER	191.59
151119	8/05	HOLLAND SUPPLY, INC.	501-09-50105-344-000	07/15-ST HYDRAULIC F	32.90
151122	8/05	MANDLIK & RHODES	501-09-50102-219-000 501-09-50102-219-000	07/15 YW COUPON PRG 07/15 YW COUPON PRG ..... TOTAL	1,533.33 18.01 1,551.34
151124	8/05	PACE ANALYTICAL	501-09-50103-219-000	SHORELINE REPAIR I	596.00
151129	8/05	US CELLULAR	501-09-50103-226-000 501-09-50106-226-000	07/15 SW-CELL AIRTM 07/15 SW-CELL AIRTM ..... TOTAL	22.80 4.10 26.90
151138	8/05	FASTENAL COMPANY	501-09-50105-344-000	07/15 SW TOOLS/MATER	43.21
151139	8/05	MASTERCRAFT BUILDERS	501-00-21128-000-000	ESCROW 4503 20TH PL	2,000.00
151170	8/05	WILLIAM RYAN HOMES	501-00-21128-000-000	ESCROW 6710 85TH AVE	2,000.00
151205	8/07	RILEY CONSTRUCTION CO., INC.	501-00-21128-000-000	ESCROW-5811-99 AVE	5,000.00
151306	8/12	FASTENAL COMPANY	501-09-50105-344-000	07/15 SW TOOLS/MATER	41.66
151310	8/12	MENARDS (KENOSHA)	501-09-50105-353-000	07/15-ST MERCHANDISE	119.96
151340	8/14	MINNESOTA LIFE INSURANCE	501-09-50101-156-000 501-09-50103-156-000	09/15 PREMIUM 09/15 PREMIUM ..... TOTAL	31.02 9.98 41.00
151355	8/14	TDS	501-09-50101-227-000 501-09-50101-225-000	08/15 PHONE SERVICE 08/15 PHONE CALLS ..... TOTAL	225.94 .63 226.57

START DATE FOR SUMMARY: 8/01/15 END DATE FOR SUMMARY: 8/31/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151359	8/14	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	07/15-SW TOOLS/SUPPL	.02
151386	8/14	GLEASON REDI-MIX	501-09-50105-355-000	07/15-CONCRETE MATER	851.00
			501-09-50105-355-000	07/15-CONCRETE MATER	782.00
			501-09-50105-355-000	07/15-CONCRETE MATER	623.50
			501-09-50105-355-000	07/15-CONCRETE MATER	452.00
			501-09-50105-355-000	07/15-CONCRETE MATER	450.00
			501-09-50105-355-000	07/15-CONCRETE MATER	440.00
			501-09-50105-355-000	07/15-CONCRETE MATER	345.00
			501-09-50105-355-000	07/15-CONCRETE MATER	298.00
			501-09-50105-355-000	07/15-CONCRETE MATER	250.00
				..... TOTAL	4,491.50
151387	8/14	MENARDS (KENOSHA)	501-09-50105-359-000	07/15 ST MERCHANDISE	12.10
			501-09-50105-359-000	07/15 ST MERCHANDISE	9.05
			501-09-50105-344-000	07/15 ST MERCHANDISE	8.02
				..... TOTAL	29.17
151442	8/14	DECKER, JUSTINE	501-09-50103-261-000	07/15 208 MILES	112.13
151461	8/19	OFFICEMAX	501-09-50101-311-000	08/15-EN#3231 OFFICE	78.54
			501-09-50101-311-000	07/15-EN#3228 OFFICE	72.28
				..... TOTAL	150.82
151464	8/19	HOLLAND SUPPLY, INC.	501-09-50105-344-000	07/15-ST HYDRAULIC F	350.00
			501-09-50105-359-000	07/15-ST HYDRAULIC F	22.57
				..... TOTAL	372.57
151476	8/19	WASTE MANAGEMENT OF WI	501-09-50104-253-000	08/15 192.62 TONS	4,802.02
			501-09-50104-253-000	07/15 WDNR TONNAGE	2,504.06
			501-09-50105-253-000	07/15 46.71 TONS	1,164.48
			501-09-50105-253-000	07/15 WDNR TONNAGE	607.23
			501-09-50104-253-000	07/15 FUEL SURCHARGE	263.96
			501-09-50104-253-000	07/15 ENVIRO SURCHG	120.00
			501-09-50105-253-000	07/15 FUEL SURCHARGE	64.35
			501-09-50105-253-000	07/15 ENVIRO SURCHG	48.00
				..... TOTAL	9,574.10
151478	8/19	VERIZON WIRELESS	501-09-50103-226-000	6/24-7/23 DATA PLAN	107.89
			501-09-50103-226-000	6/24-7/23 PHONE SRVC	57.71
			501-09-50101-226-000	6/24-7/23 PHONE SRVC	57.71
			501-09-50106-226-000	6/24-7/23 DATA PLAN	21.58
				..... TOTAL	244.89

ART DATE FOR SUMMARY: 8/01/15 END DATE FOR SUMMARY: 8/31/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151488	8/19	MENARDS (KENOSHA)	501-09-50105-344-000	07/15 ST MERCHANDISE	15.18
			501-09-50105-359-000	07/15 ST MERCHANDISE	14.99
				..... TOTAL	30.17
151515	8/19	YORGENSEN, ANN	501-00-13114-000-000	SWU OVERPAY #22251	13.34
151516	8/19	VANDER KUYL, MARCIA	501-00-13114-000-000	SW 12003	5.57
151553	8/21	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	07/15 SW TOOLS AND S	295.90
151560	8/21	MANDLIK & RHODES	501-09-50102-219-000	07/15 YW PROG-ADMIN	350.00
			501-09-50102-219-000	07/15 YW COUPON PRG	343.70
				..... TOTAL	693.70
151570	8/21	FASTENAL COMPANY	501-09-50105-344-000	08/15 SW TOOLS/MATER	120.19
			501-09-50105-344-000	08/15 SW TOOLS/MATER	18.49
				..... TOTAL	138.68
151577	8/21	MENARDS (KENOSHA)	501-09-50105-344-000	07/15-ST MERCHANDISE	76.89
151581	8/21	WILLIAM/REID	501-09-50105-369-000	GAS MONITORS	2,510.78
151650	8/26	T-MOBILE	501-09-50103-226-000	7/8-8/7-PW WIRELESS	42.19
151653	8/26	MANDLIK & RHODES	501-09-50102-219-000	08/15 YW COUPON PRG	279.60
			501-09-50102-219-000	08/15 YW COUPON PRG	17.68
				..... TOTAL	297.28
151667	8/26	MENARDS (KENOSHA)	501-09-50105-344-000	07/15-ST MERCHANDISE	12.52
151712	8/28	ACCURATE PRINTING CO., INC.	501-09-50101-311-000	08/15 SWU MILE LOGS	550.00
151718	8/28	JAMES IMAGING SYSTEMS, INC.	501-09-50101-232-000	08/15 PW-COPIER CHGS	172.22
			501-09-50101-232-000	07/15 PW-OVERAGES	27.13
			501-09-50105-232-000	08/15 ST-COPIER MNT	25.27
				..... TOTAL	224.62
151720	8/28	LEE PLUMBING, INC.	501-09-50105-246-000	07/15-SW HVAC, PLUMB	129.00
151734	8/28	MENARDS (KENOSHA)	501-09-50105-344-000	07/15-ST MERCHANDISE	34.39

GRAND TOTAL FOR PERIOD \*\*\*\*\* 33,859.09

September 18, 2015

TO: Shelly Billingsley, P.E.  
Acting Director of Public Works / Stormwater Utility

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

SUBJECT: Stormwater Utility Project Status Report

- Project #10-1126 Wetland Mitigation Bank** - [Wetlands and Waterways Consulting LLC] Technical memo has been finalized. Working on phase II of project to create cost estimates to re-grade the site to promote wetland conditions. (16)
- Project #11-1128 Multi-Plate Pipe Storm Sewer Inspection and Evaluation** – [Ruekert-Mielke] Staff is working with consultant on recommendations and cost estimates. (2 and 7)
- Project #11-1135 Stormwater Management Plan Development** – Staff continues to work through City watershed by watershed. (City wide)
- Project #12-1111 Misc. Storm Sewer – Sump Pump Connections** – Staff is preparing plans and specs for construction in 2015. (12)
- Project #12-1136 Pike River Monitoring (Fund for Lake Michigan Grant)** – Consultant is working on draft report. (1 & 4)
- Project #13-1012 - Resurfacing I** – [Stark] Waiting for Closeout Documents. [Lincoln Road intersection at 28<sup>th</sup> Avenue, Lincoln Road intersection at 22<sup>nd</sup> Avenue, 70<sup>th</sup> Street from 39<sup>th</sup> Avenue to 40<sup>th</sup> Avenue] (Stormwater Utility funding also) (13, 15)
- Project #13-1013 -CDBG Resurfacing** – [Stark] Waiting for Closeout Documents. [13<sup>th</sup> Court from Washington Road to 43<sup>rd</sup> Street, 41<sup>st</sup> Street from 22<sup>nd</sup> Avenue to 350 ft. east of 21<sup>st</sup> Avenue] (SWU funding also) (6)
- Project #13-1132 – River Crossing Swale Restoration Phase II** – Project has begun. Site preparation is complete, with planting to begin by the end of September. (17)
- Project #14-1012 – Resurfacing Phase I** – [Payne & Dolan] Project is complete. Punchlist items remain. [18<sup>th</sup> Avenue from 67<sup>th</sup> to 69<sup>th</sup> Street, 68<sup>th</sup> Avenue from 52<sup>nd</sup> Street to 1000' North and 51<sup>st</sup> Street from 68<sup>th</sup> Avenue to 700' West] (12, 16)
- Project #14-1013 – CDBG Resurfacing** – [57<sup>th</sup> St 19<sup>th</sup> Ave to Viaduct, 17<sup>th</sup> Ave – 57<sup>th</sup> St to Cul de sac] Construction began June 24, 2015. Expected completion of August 13, 2015.
- Project #14-1131 – Curb and Gutter Repair Program** – [AW Oakes] Punchlist items remain (Stormwater Utility funding also) (Citywide)
- Project #14-1139 Forest Park Sanitary and Sewer Enhancements**– [AW Oakes] – Punchlist items are in progress (15)
- Project #14-1141 – Southport Park Shoreline Repair Phase 1** – [Redbarn Design and Engineering] Close out documents are pending. (12)
- Project #15-1015 – 85<sup>th</sup> Street Resurfacing** [85<sup>th</sup> Street – 22<sup>nd</sup> Avenue to 30<sup>th</sup> Avenue] Project is complete, only restoration and punchlist items remain. (SWU Funding also) (9)
- Project #15-1018 – 7<sup>th</sup> Avenue Resurfacing** [7<sup>th</sup> Avenue – 68<sup>th</sup> Street to 70<sup>th</sup> Street] Binder and surface asphalt have been completed, project is near completion. (3)
- Project #15-1131 – Curb and Gutter Repair Program** – Tree removal and concrete work has begun. Area 1 and 2 is substantially complete. Work on Area 3 has begun. (Citywide).

**Design Work-** Staff is working on the following projects: Detention Basin Dredging, Sump Pump Priorities, SWPPP Updates, 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