

**AGENDA  
STORMWATER UTILITY  
COMMITTEE**

**MONDAY, NOVEMBER 5, 2012  
ROOM 202  
5:00 P.M.**

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

*Eric Haugaard  
Jan Michalski  
G. John Ruffolo*

**A. APPROVAL OF MINUTES**

A-1 Approval of minutes of regular meeting held on October 15, 2012 and special meeting held on October 23, 2012.

**C. REFERRED TO COMMITTEE**

C-1 Preliminary Report/Final Resolution for Project 77-1104 Sump Pump Drain Connections into Storm Sewers (82<sup>nd</sup> Street – 62 ft to 805 ft west of 17<sup>th</sup> Avenue, 17<sup>th</sup> Avenue - 81<sup>st</sup> Street to 83<sup>rd</sup> Street). **(District 12) PUBLIC HEARING**

C-2 Approval of Professional Services Agreement with Clark Dietz for Pond Certification in the amount of \$112,000.

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, OCTOBER 15, 2012  
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, October 15, 2012 in Room 202 of the Municipal Building. The following members were present: Chairman Patrick Juliana, Vice Chairman Scott N. Gordon, Aldermen Steve Bostrom, Eric Haugaard, Jan Michalski and G. John Ruffolo. The meeting was called to order at 6:32 pm. Staff members in attendance were Mike Lemens and Shelly Billingsley.

- A-1 Approval of minutes of regular meeting held on September 17, 2012.  
*It was moved by Alderman Gordon, seconded by Alderman Michalski to approve.  
Motion passed 6-0.*
- C-1 Acceptance of Project 11-1211 2011 Windstorm Damage Sidewalk & Curb/Gutter Program which has been satisfactorily completed by Marvin Gleason Contractor, Inc. (Franksville, Wisconsin), in the amount of \$143,314.28. **(Districts east of 30<sup>th</sup> Avenue)**  
*It was moved by Alderman Haugaard, seconded by Alderman Gordon to approve.  
Motion passed 6-0.*
- C-2 Approval of Change Order for Project 11-1125 Pennoyer Beach Outfall Infiltration Basin (3601 7<sup>th</sup> Avenue). **(District 1)**  
*It was moved by Alderman Haugaard, seconded by Alderman Ruffolo to approve.  
Motion passed 6-0.*
- C-3 Disbursements for the month of September 2012.  
*It was moved by Alderman Bostrom, seconded by Alderman Haugaard to approve.  
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 6:38 pm.

STORMWATER UTILITY COMMITTEE  
MINUTES  
TUESDAY, OCTOBER 23, 2012  
5:00 P.M.

A meeting of the Stormwater Utility Committee was held on Tuesday, October 23, 2012 in Room 204 of the Municipal Building. The following members were present: Chairman Patrick Juliana, Vice Chairman Scott N. Gordon, Alderpersons Eric Haugaard and Jan Michalski. Alderpersons Steve Bostrom and G. John Ruffolo were excused. Staff members in attendance were Mayor Bosman, City Administrator Frank Pacetti, Finance Director Carol Stancato, Public Works Director Mike Lemens, Shelly Billingsley, Director of Human Resources Steve Stanczak, and Sue Clouthier.

C-1 Storm Water Utility 2013 CIP Budget Review

*It was moved by Alderperson Gordon to approve the CIP, motion failed due to lack of a second.*

Director Lemens gave an overview of the CIP. Alderperson Michalski questioned if the wood chipper purchase could be delayed for a year. Director Lemens stated that it was a Parks issue, but more use was expected due to the Emerald Ash Borer problem.

*It was moved by Alderperson Haugaard, seconded by Vice Chairman Gordon to approve. Motion passed 4-0.*

C-2 Storm Water Utility 2013 Executive Budget Review

Director Lemens gave an overview of the budget. City Administrator Pacetti also commented on the budget. Alderperson Haugaard questioned more non-funded mandates. Alderperson Michalski questioned if the sweeper dumps were taken to the landfill.

*It was moved by Vice Chairman Gordon, seconded by Alderperson Michalski to approve. Motion passed 4-0.*

Citizen Comments: No one spoke

Alderman Comments: No one spoke.

*There being no further business to come before the Storm Water Utility Committee, it was moved by Alderperson Haugaard, seconded by Alderperson Michalski to adjourn at 8:15 PM. Motion passed 4-0.*

**PUBLIC HEARING  
PROJECT #77-1104**

**RESOLUTION NO. \_\_\_\_\_**

**BY: COMMITTEE ON PUBLIC WORKS**

**FINAL RESOLUTION AUTHORIZING IMPROVEMENTS IN STREET  
RIGHT-OF-WAY AND  
LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY  
(SUMP PUMP DRAIN CONNECTION INTO STORM SEWERS)**

WHEREAS, the Common Council of the City of Kenosha, Wisconsin held a public hearing at the Council Chambers in the Municipal Building, 625 52nd Street on the 5<sup>th</sup> day of November, 2012 concerning the preliminary resolution and report of the Board of Public Works (Public Works Committee) on the proposed improvement in the street right-of-way, with construction of sump pump drain connections into storm sewers

(82<sup>nd</sup> Street – 62 ft to 805 ft west of 17<sup>th</sup> Avenue, 17<sup>th</sup> Avenue - 81<sup>st</sup> Street to 83<sup>rd</sup> Street)

and has heard all persons desiring audience at such hearing: A hearing was also held before the Board of Public Works (Public Works Committee) on the 5<sup>th</sup> day of November, 2012, and all persons desiring audience at such hearing were heard.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha as follows:

1. That the report of the Board of Public Works (Public Works Committee) pertaining to the construction of the above described public improvements in street right-of-way, including plans and specifications therefore, as modified, is hereby adopted and approved.
2. That the Director of Public Works is directed to advertise for bids and to carry out the work of such improvements in accordance with the report of the Board of Public Works (Public Works Committee).
3. That payment for said improvements be made by assessing the cost to the property benefited, as indicated in said report.
4. That assessments shown on the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed.
5. That the assessments for all projects included in said report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.
6. That the assessment for sump pump drain connections may be paid in a

lump sum or in one (1) annual installment, at the election of the property owner which will be placed on the tax roll to bear interest at the rate of 7.5% per annum on the unpaid balance; and,

7. That the City Clerk shall publish this resolution as a Class I notice in the official newspaper of the City.

8. The Clerk is further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

Adopted this 5<sup>th</sup> day of November, 2012.

APPROVED

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KEITH G. BOSMAN, MAYOR

ATTEST:

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DEBRA L. SALAS, CITY CLERK/TREASURER

SPECIAL ASSESSMENT		SEWER STUBS		RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-330-024-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST	=	1000.000	
STEVEN & DIANE PIERCE 1920 82D ST		ADD COST		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
STEVEN & DIANE PIERCE 1920 82D ST KENOSHA, WI 53143-1610		SW 1/4 SEC 7 T 1 R 23 COM 1376.24 FT S & 712.42 FT E OF NW COR SD 1/4 SEC 7 T 1 R 23 COM N LN 82ND ST & POB TH CONT N 158.67 FT TH E 50.815 FT S 153.67 FT TH W 50.815 FT TO POB V1532 P137			
PARCEL NUMBER		LOT	1000.000	\$1.00	\$1,000.00
06-123-07-330-025-0		000			
PROPERTY ADDRESS		ADD COST	=	1000.000	
WILLIAM KREUSER & JENNIFER RITACCA 1916 082 ST		ADD COST		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
WILLIAM KREUSER JENNIFER RITACCA KENOSHA, WI 53143		PT SW 1/4 SEC 7 T 1 R 23 COM 1076.24 FT S & 763.235 FT E OF NW COR SD 1/4 SEC 7 T 1 R 23 COM TO N LN 82ND ST & POB TH CONT N 158.67 FT TH E 50.815 FT TH S 158.67 FT TH W 50.815 FT TO POB DOCF1055439 DOCF1055800 DOCF1064157 DOCF1082417 DOCF1513912			
SUMP PUMP DRAIN CONNECTION PER ORD 5.115					

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SPECIAL ASSESSMENT		SEWER STUBS		RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-330-026-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST	=	1000.000	
MARK C & ERIN R ANDERSEN 1912 082 ST		ADD COST		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
MARK C & ERIN R ANDERSEN 1912 82ND ST KENOSHA, WI 53143-1610		SW 1/4 SEC 7 T 1 R 23 COM 1376.24 FT S & 814.05 FT E OF NW COR OF SD 1/4 SEC 7 T 1 R 23 COM TO S LN 82ND ST & POB TH CONT N 158.67 FT E 50.315 FT S 158.67 FT W 50.315 FT TO POB V 1400 P 352 DOCF1223120 DOCF1228141 DOCF1313028 DOCF1406747 DOCF1547455			
PARCEL NUMBER		LOT	1000.000	\$1.00	\$1,000.00
06-123-07-330-027-0		000			
PROPERTY ADDRESS		ADD COST	=	1000.000	
BRYAN SCOTT HANEY & KATHIROSSE MARIE 1910 082 ST		ADD COST		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
BRYAN S & KATHIROSSE M HANEY 1910 82ND ST KENOSHA, WI 53143-1610		PT SW 1/4 SEC 7 T 1 R 23 COM 1075.97 FT S & 929.72 FT E OF SW COR OF SD 1/4 SEC 7 T 1 R 188.67 FT W 50.315 FT S 188.67 FT E 50.315 FT TO BEG RESERVE S 30 FT FOR RD DOCF1412669 DOCF1535805			
SUMP PUMP DRAIN CONNECTION PER ORD 5.115					

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SPECIAL ASSESSMENT		SEWER STUBS		RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-330-050-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST	=	1000.000	
RONALD R & SHERY L GUSTAFSON 1830 082 ST		ADD COST		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
RONALD R & SHERY L GUSTAFSON 1830 82ND ST KENOSHA, WI 53143-1608		TH W 61.63 FT OF POL; PT SW 1/4 SEC 7 T 1 R 23 BEG NW COR SD 1/4 TH S 877.30 FT & E 922.70 FT TO POB COR; E 123.26 FT S 158.67 FT W 123.26 FT W 158.67 FT TO BEG V 1371 P 153 1990 (PT 06-4-123-07-330-049) V 1350 P 92 DOCF1067114			
PARCEL NUMBER		LOT	1000.000	\$1.00	\$1,000.00
06-123-07-330-048-0		000			
PROPERTY ADDRESS		ADD COST	=	1000.000	
KEITH K & SHARON K CORSO 1824 082 ST		ADD COST		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
KEITH K & SHARON K CORSO 1824 82ND ST KENOSHA, WI 53143-1608		PT SW 1/4 SEC 7 T 1 R 23 TH E 80 FT OF POL; COM ON W LN OF SD 1/4 SEC 7 T 1 R 23 FT S OF NW COR TH E 922.70 FT TO POB TH S 158.67 FT E ALONG N LN 82ND ST 203.26 FT N 158.67 FT W 203.26 FT TO BEG V 1259 P 258 1998			
SUMP PUMP DRAIN CONNECTION PER ORD 5.115					

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SPECIAL ASSESSMENT		SEWER STUBS		RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-330-045-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST	=	1000.000	
PEGGY C STARR (TOD) 1820 082 ST		ADD COST		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
PEGGY C STARR 1820 82ND ST KENOSHA, WI 53143-1608		S 1/2 OF N 1/2 OF E 203.26 FT OF POL BEING PT SW 1/4 SEC 7 T 1 R 23 COM 698.63 FT S OF NW COR 1/4 TH E 1316.24 FT S 377.34 FT W 1322.2 FT N 377.61 FT TO BEG EX S 30 FT FOR BWD ST 1963 V 1308 P 868 DOCF130067 DOCF1678735 TOD			
PARCEL NUMBER		LOT	1000.000	\$1.00	\$1,000.00
06-123-07-330-052-0		000			
PROPERTY ADDRESS		ADD COST	=	1000.000	
STEPHEN R & DENISE M HENRY 1808 082 ST		ADD COST		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
STEPHEN R & DENISE M HENRY 1808 82ND ST KENOSHA, WI 53143-1608		PT SW 1/4 SEC 7 T 1 R 23 BEG NW COR SD 1/4 SEC 7 T 1 R 23 BEG PT E 1316.24 FT S 377.61 FT N 205.67 FT E 101.63 FT TO BEG 1990 (06-4-123-07-330-034 & 035) 0.41 AC EXC RD DOCF1073921 DOCF1403120			
SUMP PUMP DRAIN CONNECTION PER ORD 5.115					

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SPECIAL ASSESSMENT		SEWER STUBS		RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-330-047-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST = 1000.000			
DUANE DIONNE & VIRGINIA RUSTIA L.V. 719 082 ST		ADD COST = 1000.000			
MAIL TO ADDRESS		LEGAL DESCRIPTION			
DUANE DIONNE VIRGINIA RUSTIA KENOSHA, WI 53143-1641		PT SW 1/4 SEC 7 T 1 R 23 BGG ON S 1/4 81ST ST 126.26 FT W FROM SW COR 81ST ST & 17TH AV TH S 158.67 FT TO POB CONC S 189.67 FT N 75 FT N 188.94 FT E 75 FT TO BGG EX S 30 FT FOR 82ND ST 1986 V 1358 P 835 DOC#1120462			
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06-123-07-330-039-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST = 1000.000			
MICHAEL J & TERRI L ENGELS 8126 017 AV		ADD COST = 1000.000			
MAIL TO ADDRESS		LEGAL DESCRIPTION			
MICHAEL J & TERRI L ENGELS 8126 17TH AVE KENOSHA, WI 53143-1625		19112-6 PARCEL C OF CSM #17; PT OF SW 1/4 SEC 7 T 1 R 23 DOC#1218149			
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SUMP PUMP DRAIN CONNECTION PER ORD 5.115					
PAGE 5					

SPECIAL ASSESSMENT		SEWER STUBS		RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-331-027-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST = 1000.000			
JAMES A & DONNA K WARD 8206 017 AV		ADD COST = 1000.000			
MAIL TO ADDRESS		LEGAL DESCRIPTION			
JAMES A & DONNA K WARD 8206 17TH AVE KENOSHA, WI 53143		THE S 37.34 FT OF LOT 16 EXC THE W 75 FT & THE W 30 FT OF LOT 75 EXC THE W 75 FT IN SUNNYDALE ESTATES SUB PT OF THE SW 1/4 SEC 7 T1 R23 1976 V 353 P 253-023 DOC#1210643			
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06-123-07-331-034-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST = 1000.000			
ERIC D & TRISH M STEFFEN 1717 082 ST		ADD COST = 1000.000			
MAIL TO ADDRESS		LEGAL DESCRIPTION			
ERIC D & TRISH M STEFFEN 1717 82ND ST KENOSHA, WI 53143-1642		THE WEST 75 FT OF THE FOLLOWING: THE N 25 FT OF LOT 74 ALL OF LOT 75 & THE S 37.34 FT OF LOT 76 IN SUNNYDALE ESTATES SUB BRING PT OF THE SW 1/4 SEC 7 T1 R22 9984 P599 V 1374 P 814 V 1431 P 257 DOC#1192843 DOC#1421114 DOC#1476637 DOC#1563579			
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SUMP PUMP DRAIN CONNECTION PER ORD 5.115					
PAGE 6					

SPECIAL ASSESSMENT		SEWER STUBS		RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-331-041-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST = 1000.000			
JAMES A & LORI R COOPER 1807 082 ST		ADD COST = 1000.000			
MAIL TO ADDRESS		LEGAL DESCRIPTION			
LOIS K & JAMES A COOPER 1807 82ND ST KENOSHA, WI 53143		PT SW 1/4 SEC 7 T 1 R 23 TH N 177.84 FT OF E 85 FT OF POL: BEG 1076.24 FT S OF NW COR OF SD 1/4 SEC TH E 1322.2 FT S 372.2 FT S 372.24 FT W 1308.15 FT TO N LN OF SD 1/4 N 377.61 FT TO BGG N 30 FT FOR 82ND ST V 1373 P 658 1990 (PT 06-4- 123-07-331-002) DOC#111972			
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06-123-07-331-204-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST = 1000.000			
JAMES N WALKER 1817 082 ST		ADD COST = 1000.000			
MAIL TO ADDRESS		LEGAL DESCRIPTION			
JAMES N WALKER 1817 82ND ST KENOSHA, WI 53143-1639		PT SW 1/4 SEC 7 T 1 R 23 CSM # 1344 PARCEL 2 V 139: P 750 1991 (PT 06-4-123-07-331-002) 0.22 AC DOC #100071; DOC#1263697			
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SUMP PUMP DRAIN CONNECTION PER ORD 5.115					
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SPECIAL ASSESSMENT		SEWER STUBS		RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-331-003-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST = 1000.000			
TIMOTHY J CAIRO SR & LORI A CAIRO 1827 082 ST		ADD COST = 1000.000			
MAIL TO ADDRESS		LEGAL DESCRIPTION			
TIMOTHY J SR & LORI A CAIRO 1821 82ND ST KENOSHA, WI 53143-1639		CSM #1344 V.1391 P750 BEING PT SW 1/4 SEC 7 T 1 R 23 1991 (PT 06-4-123-07-331-002) DOC#1050652 0.22 AC DOC#1108685			
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06-123-07-331-043-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST = 1000.000			
CHASE L WALLER & MAY SHIA LEE 1827 082 ST		ADD COST = 1000.000			
MAIL TO ADDRESS		LEGAL DESCRIPTION			
CHASE L WALLER MAY SHIA LEE KENOSHA, WI 53143		TH E 71.26 FT OF POL: PT SW 1/4 SEC 7 T 1 R 23 CSM NW COR SD 1/4 SEC TH S 1076.24 FT E 392.68 FT TO POB CONC S 189.67 FT E 136.26 FT W 188.67 FT W 136.26 FT TO POB EX R3 DOC#66252 (1990 PT 06-123-07-331-035) DOC#1063881 (DEED IN ERROR) .26 A DOC#1404951 (DEED IN ERROR) DOC#1405986 (CORRECTION)			
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SUMP PUMP DRAIN CONNECTION PER ORD 5.115					
PAGE 8					

SPECIAL ASSESSMENT		SEWER STUBS	RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
06-123-07-331-012-C	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS		ADD COST = 1000.000		
WALTER K JEPSON 1829 82ND ST		ADD COST 1000.000		
MAIL TO ADDRESS		LEGAL DESCRIPTION		
WALTER K JEPSON 1829 82ND ST KENOSHA, WI 53143		TH W 65 FT OF THE POL: PT SW 1/4 SEC 7 T 1 R 23 COM NW COR SO 1/4 SEC TH S 1076.24 FT E 982.69 FT TO POB CONT S 188.67 FT E 136.25 FT N 188.67 FT W 136.25 FT TO BEG V 1344 P 742 1590 (PT 05-4-123-07-331-035) DOC#161687 0.13 AC EXCL RD DOC #1436910		
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06-123-07-331-040-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS		ADD COST = 1000.000		
TIMOTHY & TAMARA MOUNICZ 1833 082 ST		ADD COST 1000.000		
MAIL TO ADDRESS		LEGAL DESCRIPTION		
TIMOTHY & TAMARA MOUNICZ 1833 82ND ST KENOSHA, WI 53143-1609		PT SW 1/4 SEC 7 T 1 R 23 COM 1076.24 FT S FROM NW COR E 915.68 FT TO POB E 67 FT S 188.67 FT N 188.67 FT TO BEG N 30 FT FOR 82ND ST V 1200 P 366 1966 V 1435 P 753		
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SUMP PUMP DRAIN CONNECTION PER ORD 5.115				
PAGE 9				

SPECIAL ASSESSMENT		SEWER STUBS	RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
06-123-07-331-033-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS		ADD COST = 1000.000		
PATRICK A MCCOUSTION 1311 082 ST		ADD COST 1000.000		
MAIL TO ADDRESS		LEGAL DESCRIPTION		
PATRICK A MCCOUSTION 1311 82ND ST KENOSHA, WI 53143-1611		PT SW 1/4 SEC 7 T 1 R 23 COM CONT LN 82ND ST 915.68 FT E OF M LN SD 1/4 SEC TH S 30 FT 3C S LN 82ND ST TO POB TH S 158.67 FT TH W 67.76 FT TH N 158.67 FT TO S LN ST TH E 67.76 FT TO POB DOC #974839 .25 AC DOC#1054659		
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06-123-07-331-038-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS		ADD COST = 1000.000		
JOSEPH L RIPP 1919 082 ST		ADD COST 1000.000		
MAIL TO ADDRESS		LEGAL DESCRIPTION		
JOSEPH L RIPP 1919 82ND ST KENOSHA, WI 53143-1511		PT SW 1/4 SEC 7 T 1 R 23 85G CONT LN 82ND ST 777.17 FT E OF M LN SD 1/4 SEC TH E 70.75 FT S 188.67 FT W 70.75 FT N 188.67 FT TO POB EX M 30 FT FOR STREET 1932 V 1094 P 668 V 1369 P 352 .26 AC DOC#1219666		
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SUMP PUMP DRAIN CONNECTION PER ORD 5.115				
PAGE 10				

SPECIAL ASSESSMENT		SEWER STUBS	RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
06-123-07-331-037-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS		ADD COST = 1000.000		
ROBERT & BARBARA KIESNER 1921 082 ST		ADD COST 1000.000		
MAIL TO ADDRESS		LEGAL DESCRIPTION		
ROBERT & BARBARA KIESNER 1921 82ND ST KENOSHA, WI 53143-1611		PT SW 1/4 SEC 7 T 1 R 23 COM CN M LN 1/4 SEC 1076.24 FT S OF NW COR TH S 777.17 FT TO A FT ON C/O 82ND ST TH S 30 FT TO S LN ROW & POB TH CONT S 2 DEC 09' 49'W 158.67 FT TH N 87 DEC 50' 11'W 64.75 FT TH N 158.67 FT TH E AUG S LN 82ND ST TO FOR V 1367 P 230 V 1510 P 758 DOC#1035272 DOC#1074622 DOC#1232524		
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SUMP PUMP DRAIN CONNECTION PER ORD 5.115				
PAGE 11				

SPECIAL ASSESSMENT		SEWER STUBS	RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
06-123-07-331-031-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS		ADD COST = 1000.000		
GARY M & TERESA R STRUTHERS 8212 017 AV		ADD COST 1000.000		
MAIL TO ADDRESS		LEGAL DESCRIPTION		
GARY M & TERESA R STRUTHERS 8212 17TH AVE KENOSHA, WI 53143		N 25 FT EXC THE N 75 FT LOT 74 & S 40 FT EXC W 75 FT LOT 75 OF SUNDALE ESTATES SUB BEING PT OF SW 1/4 SEC 7 T 1 R 23 1977 V 934 P 589 V 1419 P 717 V 1517 P 529 DOC#1002478 DOC#1264595		
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06-123-07-331-021-0	000	1200.000	\$1.00	\$1,000.00
PROPERTY ADDRESS		ADD COST = 1000.000		
LAWRENCE R & MARGARET R FRICK 927 8 317 AV		ADD COST 1000.000		
MAIL TO ADDRESS		LEGAL DESCRIPTION		
LAWRENCE R & MARGARET R FRICK 1300 MICHIGAN AVE TRLS 27 IRON MOUNTAIN, WI 49901-3656		S 20 FT OF LOT 73 & S 45 FT OF LOT 74 SUNDAY ESTATES SUB PT SW 1/4 SEC 7 T 1 R 23 DOC #997523		
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SUMP PUMP DRAIN CONNECTION PER ORD 5.115				
PAGE 12				

SPECIAL ASSESSMENT		SEWER STUBS		RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-331-020-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST = 1000.000			
DAVID A & PAMELA F HEHR 8224 017 AV		ADD COST 1000.000			
MAIL TO ADDRESS		LEGAL DESCRIPTION			
DAVID A & PAMELA F HEHR 8224 17TH AVE KENOSHA, WI 53143-1647		THE E 53.26 FT OF THE S 120 FT OF LOTS 72 & 73 SUNNYDALE ESTATES SW 1/4 SEC 7 T 1 R 23 DOC#1626938			
PARCEL NUMBER		ADD COST = 1000.000			
06-123-07-305-012-0		ADD COST 1000.000			
PROPERTY ADDRESS		LEGAL DESCRIPTION			
WILLIAM R & SUZANNE SIMMONS 8227 017 AV		THE S 38 FT OF LOT 65 & THE N 12 FT OF LOT 66 SUNNYDALE ESTATES SW 1/4 SEC 7 T 1 R 23 V 1480 P 472 DOC#1114976			
MAIL TO ADDRESS					
WILLIAM R & SUZANNE SIMMONS 8227 17TH AVE KENOSHA, WI 53143-1626					
SUMP PUMP DRAIN CONNECTION PER ORD 5.115					
PAGE 13					

SPECIAL ASSESSMENT		SEWER STUBS		RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-305-011-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST = 1000.000			
CLYDE & LILLIAN HARTNELL BEVOC 8221 017 AV		ADD COST 1000.000			
MAIL TO ADDRESS		LEGAL DESCRIPTION			
CLYDE & LILLIAN BEVOC HARTNELL 8221 17TH AVE KENOSHA, WI 53143-1626		SW 1/4 SEC 7 T 1 R 23 SUNNYDALE ESTATES S 25 FT OF LOT 64 & N 25 FT OF LOT 65 V 1422 P 817			
PARCEL NUMBER		ADD COST = 1000.000			
06-123-07-305-010-0		ADD COST 1000.000			
PROPERTY ADDRESS		LEGAL DESCRIPTION			
DAVID E & RENEE L GULICK 8215 017 AV		THE S 12 FT OF LOT 63 & THE N 38 FT OF LOT 64 SUNNYDALE ESTATES SW 1/4 SEC 7 T 1 R 23 DOC#1178866			
MAIL TO ADDRESS					
DAVID E & RENEE L GULICK 8215 17TH AVE KENOSHA, WI 53143-1626					
SUMP PUMP DRAIN CONNECTION PER ORD 5.115					
PAGE 14					

SPECIAL ASSESSMENT		SEWER STUBS		RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-305-029-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST = 1000.000			
ALICIA A STILLER 8211 017 AV		ADD COST 1000.000			
MAIL TO ADDRESS		LEGAL DESCRIPTION			
ALICIA A STILLER 8211 17TH AVE KENOSHA, WI 53143		LOT 63 EXC N 1 FT & S 12 FT SUNNYDALE ESTATES SUB BEING PT SW 1/4 SEC 7 T 1 R 23 DOC#1179351 DOC#1357349 DOC#1401954 DOC#1442856			
PARCEL NUMBER		ADD COST = 1000.000			
06-123-07-305-008-0		ADD COST 1000.000			
PROPERTY ADDRESS		LEGAL DESCRIPTION			
DOROTHY DADE (TOD) 8207 017 AV		THE S 49 FT OF LOT 62 & N 1 FT LOT 63 SUNNYDALE ESTATES SUB PT SW 1/4 SEC 7 T 1 R 23 V 1338 P 244 DOC#1622257 TOD			
MAIL TO ADDRESS					
DOROTHY DADE 8207 17TH AVE KENOSHA, WI 53143-1626					
SUMP PUMP DRAIN CONNECTION PER ORD 5.115					
PAGE 15					

SPECIAL ASSESSMENT		SEWER STUBS		RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-305-007-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST = 1000.000			
PAULETTE M SMITH 8203 017 AV		ADD COST 1000.000			
MAIL TO ADDRESS		LEGAL DESCRIPTION			
PAULETTE SMITH 8203 17TH AVE KENOSHA, WI 53143-1626		THE N 14 FT OF LOT 62 SUNNYDALE ESTATES SUB ALSO BEG AT NW COR LOT 62 TH N 36 FT & 150 FT S 36 FT & 150 FT TO POB BEING PT OF SW 1/4 SEC 7 T 1 R 23 DOC#1401038			
PARCEL NUMBER		ADD COST = 1000.000			
06-123-07-305-006-0		ADD COST 1000.000			
PROPERTY ADDRESS		LEGAL DESCRIPTION			
ROBERT A & MARY A KLUVER 8131 017 AV		SW 1/4 SEC 7 T 1 R 23 BEG 36 FT N OF NW COR OF LOT 67 OF SUNNYDALE ESTATES TH N 54 FT & 150 FT S 54 FT W 150 FT TO POB V 1443 P 254 V 1595 P 329 DOC #1035842			
MAIL TO ADDRESS					
ROBERT A & MARY A KLUVER 8131 17TH AVE KENOSHA, WI 53143-1640					
SUMP PUMP DRAIN CONNECTION PER ORD 5.115					
PAGE 16					

SPECIAL ASSESSMENT		SEWER STUBS		RUN DATE: 03/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-01-305-001-0	000	1020.000	\$1.00	\$1,020.00	
PROPERTY ADDRESS		ADD COST =		1000.000	
MICHAEL R & BEVERLY J PADGETT 8125 017 AV		ADD COST =		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
MICHAEL R & BEVERLY J PADGETT 8125 17TH AVE KENOSHA, WI 53143-1648		19092-82-4-2 SW 1/4 SEC 7 T 1 R23 BEG 96 FT N OF NW COR OF LOT 62 OF SUNNIDALE ESTATES TR N 54 FT E 150 FT S 54 FT W 150 FT TO POB V 1376 P 282 W 1531 P 912 DOC11089022 DOC11391835			
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06-123-07-305-024-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST =		1000.000	
JOSEPH M & HEATHER N RINALDI 8121 017 AV		ADD COST =		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
JOSEPH M & HEATHER N RINALDI 8121 17TH AVE KENOSHA, WI 53143-1648		19092-82-3-2 SW 1/4 SEC 7 T 1 S 23 BEG 144 FT N OF NW COR OF LOT 62 OF SUNNIDALE ESTATES TR S 54 FT E 150 FT S 54 FT W 150 FT TO POB S001130331 00011407113			
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SUMP PUMP DRAIN CONNECTION PER ORD 5.115					
PAGE 17					

SPECIAL ASSESSMENT		SEWER STUBS		RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-305-003-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST =		1000.000	
ROBERT L GOSLIN JR 8115 017 AV		ADD COST =		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
ROBERT L GOSLIN JR 8115 17TH AVE KENOSHA, WI 53143-1648		19092-82-3-1 SW 1/4 SEC 7 T 1 R23 BEG 198 FT N OF NW COR OF LOT 62 OF SUNNIDALE ESTATES TR N 54 FT E 150 FT S 54 FT W 150 FT TO POB V957 P209 DOC11129360 DOC11439670			
-----					
06-123-07-305-002-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST =		1000.000	
LEONARD M LONG SURVIVOR'S TRUST UN 8107 017 AV		ADD COST =		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
LEONARD M LONG SURVIVOR'S TRUST KENOSHA, WI 53143		(PARCEL NOS 19092-82-1B 19092-82-2B 19111-1 & 19111-2) SW 1/4 SEC 7 T 1 R 23 BEG 75 FT N OF NW COR OF LOT 51 SUNNIDALE ESTATES SUB TR W 75 FT S 127.68 FT E 75 FT N 127.68 FT TO BEG V 1702 P 641 DOC11330651 DOC11570583			
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SUMP PUMP DRAIN CONNECTION PER ORD 5.115					
PAGE 18					

SPECIAL ASSESSMENT		SEWER STUBS		RUN DATE: 03/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-330-037-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST =		1000.000	
ROY H & CAROL A BEALS 8116 017 AV		ADD COST =		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
ROY H & CAROL A BEALS 8116 17TH AVE KENOSHA, WI 53143-1625		19112-4 LOT A CSM 1.71 PT SW 1/4 SEC 7 T 1 R23 V 922 P 783 DOC11777777 DOC11274915 DOC11396623			
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06-123-07-330-038-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST =		1000.000	
WALTER A ROYTH III & MARIANNE ROYTH 8123 017 AV		ADD COST =		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
WALTER A III & MARIANNE ROYTH 3231 108TH PL PLEASANT PRATRIDE, WI 53158		19112-5 PARCEL B CSM #171 V923 PT 783 PT OF SW 1/4 SEC 7 T 1 R 23 E/A/A PARCEL B CSM 166 V 322 P 439 DOC11236406 DOC11236407			
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STREET TOTAL		37,000.00		\$37,000.00	
SUMP PUMP DRAIN CONNECTION PER ORD 5.115					
PAGE 19					
GRAND TOTALS PARCELS 37 FRONTAGE 37,000.000 TOTAL COST \$37,000.00					
PAGE 20					



**STREET DIVISION**  
JOHN H. PRIJIC  
SUPERINTENDENT

**ENGINEERING DIVISION**  
SHELLY BILLINGSLEY, P.E.  
DIRECTOR/CITY ENGINEER

**ASSISTANT CITY ENGINEER**  
CATHY AUSTIN, P.E.

**SOIL EROSION SPECIALIST**  
BILL KNUITSEN

**DEPARTMENT OF STORMWATER UTILITY**  
MICHAEL M. LEMENS, P.E., DIRECTOR

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

November 2, 2012

To: Patrick Juliana, Chairman  
Stormwater Utility Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
Director of Engineering / City Engineer

Subject: *Professional Services Agreement with Clark Dietz for Pond Certification*

**BACKGROUND INFORMATION**

The Kenosha Stormwater Utility has received a proposal to complete a pond certification evaluation on all City owned and City functional maintenance ponds within the City.

This evaluation will involve numerous tasks as they relate to the investigation and analysis of the water quality basins that the City is responsible for the functional maintenance. Some of the tasks that will be completed as part of this evaluation are as follows:

- **Pond Inspection and Certification:** This will allow staff to determine the current depth of the detention basin to determine the need for dredging, if any.
- **Maintenance Needs Assessment and Rehabilitation Planning:** This will focus on identifying the repairs and maintenance needs of the water quality ponds to ensure they are functioning properly.
- **Pond Maintenance and Certification Policy Development:** This will focus on developing tools that will enable staff to make recommendations on the future cycles of detention basin maintenance such as dredging and be able to forecast the needs over the next several years for inclusion into the five-year Capital Improvement Plan.

**RECOMMENDATION**

Approve the Agreement between the Kenosha Stormwater Utility and Clark Dietz for \$112,000 and authorize the Director to execute the contract. The funding for this work will be paid for out of CIP SW-11-003.



September 10, 2012

Ms. Shelly Billingsley, PE  
City Engineer  
Department of Public Works  
625 52nd Street, Room 305  
Kenosha, WI 53140

**RE: Stormwater Management Services**

Dear Shelly:

Thank you for giving us the opportunity to provide Stormwater Management Services to the City of Kenosha. As I mentioned at our meeting, field inspecting and assessing the overall functional condition of stormwater management ponds is likely to become a requirement of the newest generation of NR216 Municipal Stormwater Permits in Wisconsin.

Based on the draft NR216 working its way through the DNR, your current focus on pond inventory, field inspections, and certifications is very relevant and timely. A recent draft NR216 permit document in the Milwaukee area contained the requirement to inspect both municipally owned and private ponds with maintenance agreements on a five year cycle.

As part of our Stormwater Management services to the City of Kenosha, we are proposing the following 3 major tasks.

TASK 1: Pond Inspection and Certification: Focuses on collecting pond geometry information for municipal and private ponds in Kenosha.

- ***Ponds included in this proposal are listed in the attachment at the end of this letter.***
- Field inspect and survey 39 wet detention basins (14 owned by City, 25 privately owned) in Kenosha. The field work will include soundings to determine pond depth, sediment thickness, and pond bathymetry.
- Field inspect and survey 11 dry detention basins owned by the City of Kenosha. Dry pond surveys will include locating pond bottom features (concrete channels, etc.) and topography that may affect storage properties.

- Develop standard pond data documents for each pond, summarizing known design and field condition records. The data documents will include permanent pool volume and surface area, pond bathymetry, sediment depth, overflow elevation, invert elevations and pipe sizes at the pond.
- We will adapt our field data collection protocol to the City’s existing database formats. We will also work with you to share our previous experiences in data automation, GIS integration, and digital record keeping.

TASK 2: Maintenance Needs Assessment and Rehabilitation Planning: Focuses on identifying repair, rehabilitation, and maintenance needs for municipal and private ponds in Kenosha. Cost estimates allow budget planning.

- For each pond surveyed and inspected, identify defects, deficiencies, repair needs, rehabilitation options. This task is carried out by a Professional Engineer experienced in stormwater management and drainage works.
- Develop cost estimates for identified maintenance items, develop rating system to assign **prioritization** of rehabilitation and maintenance needs.
- Create a standard POND MAINTENANCE report that fits the City’s data base system, with a provision to accommodate future “work order” systems.

TASK 3: Pond Maintenance and Certification Policy Development: Focuses on developing the administrative and technical tools to govern and guide the management of stormwater ponds in Kenosha.

This effort will develop the policy and documents to be used in future cycles of pond inspections, pond certifications, maintenance need assessments, and scheduling of future repairs.

The document will be an attachment to the “City of Kenosha Stormwater Management Facilities Maintenance Criteria” as defined in the Kenosha Stormwater Management Ordinance and provide clear guidance to the owner of the pond on the requirements of the maintenance agreement.

The professional services for this task are not expected to exceed 40 hours and the corresponding fee will be \$6,500.

PROFESSIONAL FEES

TASKS	FEE PER POND		FEE FOR 50 PONDS
	LESS THAN 3 AC. (39 ponds)	MORE THAN 3 AC. (12 ponds)	
Task 1 - Pond Certification	\$ 1,400	\$ 1,850	\$75,400
Task 2 - Maintenance Planning, Cost Estimating, Needs Reporting	\$ 400		\$20,000
Task 3 – Pond Maintenance and Certification Policy Development			\$6,500
<b>TOTAL ESTIMATED FEE</b>			<b>\$101,900</b>

If our proposed services meet your approval in general, let's work together to tweak the scope to cover all of your goals. Following that, we will be ready to start working on a Professional Services Agreement.

Sincerely,

Clark Dietz, Inc.

A handwritten signature in black ink, appearing to read "Mustafa Emir", written in a cursive style.

Mustafa Emir, PhD, PE

## ATTACHMENT 1

### LIST OF PONDS IN THE CERTIFICATION PROGRAM 2012

	<b>Pond Name</b>	<b>Wet/Dry</b>	<b>City Owned or Maintenance Agreement</b>
1	Ansari (Barth Storage)	Wet	Maintenance Agree.
2	Dairyland Greyhound Park	Wet	Maintenance Agree.
3	Prairie Lake Estates (Heiberg)	Wet	Maintenance Agree.
4	Palmen Motors	Wet	Maintenance Agree.
5	Kenosha Trade Commerce	Wet	Maintenance Agree.
6	Kenosha Bible church	Wet	Maintenance Agree.
7	KM Property Owners South Port Plaza Basin B	Wet	Maintenance Agree.
8	LeMay Buick	Wet	Maintenance Agree.
9	Leona's Rolling Meadows Subdivision Basin C	Wet	Maintenance Agree.
10	Leona's Rolling Meadows Subdivision Basin C1	Wet	Maintenance Agree.
11	Leona's Rolling Meadows Subdivision Basin f	Wet	Maintenance Agree.
12	Menards	Wet	Maintenance Agree.
13	Midwest Transportation	Wet	Maintenance Agree.
14	Peterson's Golden Meadow Subdivision Basin A	Wet	Maintenance Agree.
15	Peterson's Golden Meadow Subdivision Basin B1/B2	Wet	Maintenance Agree.
16	North Point Subdivision: Prayer House of God	Wet	Maintenance Agree.
17	South Port Plaza: Basin A	Wet	Maintenance Agree.
18	Bullen	Dry	Owned
19	Business Park A	Dry	Owned
20	Business Park B	Dry	Owned
21	Industrial Park	Dry	Owned
22	Petretti	Dry	Owned
23	Whitecaps E - 68th St	Dry	Owned
24	89th/39th	Dry	Owned
25	Shagbark	Dry	Owned
26	Whitecaps D	Dry	Owned
27	Whitecaps C	Dry	Owned
28	River Crossing	Dry	Owned
29	Tirabassi	Wet	Owned
30	Anderson Park	Wet	Owned
31	Lincoln Park	Wet	Owned
32	Nash Park	Wet	Owned
33	Hillside	Wet	Owned
34	St. Peter's	Wet	Owned
35	Whitecaps A	Wet	Owned

	<b>Pond Name</b>	<b>Wet/Dry</b>	<b>City Owned or Maintenance Agreement</b>
36	Whitecaps B	Wet	Owned
37	Whitecaps F	Wet	Owned
38	Whitecaps G	Wet	Owned
39	Gangler	Wet	Owned
40	Indian Trail Estates - YMCA	Wet	Maintenance Agree.
41	Payne/Dolan Recycling	Wet	Maintenance Agree.
42	Woodman's Basin A	Wet	Maintenance Agree.
43	Woodman's Basin B	Wet	Maintenance Agree.
44	Bradford Estates	Wet	Maintenance Agree.
45	Regal apartments	Wet	Maintenance Agree.
46	Gateway	Wet	Maintenance Agree.
47	Hunters Ridge A	Wet	Owned
48	Hunters Ridge B	Wet	Owned
49	Hunters Ridge C	Wet	Owned
50	Mahone	Wet	Maintenance Agree.

**PROFESSIONAL SERVICES AGREEMENT**

**Project Name (“Project”)**

**City of Kenosha Stormwater Pond Certifications**

This Agreement is by and between

**City of Kenosha (“Client”)**

625 52nd Street  
Kenosha WI 53140

and

**Clark Dietz, Inc. (“Clark Dietz”)**

5017 Green Bay Road, Suite 126  
Kenosha, WI 53144

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

**Agreed to by Client**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Agreed to by Clark Dietz**

By:  \_\_\_\_\_

Title: PRESIDENT/CEO \_\_\_\_\_

Date: 9/8/12 \_\_\_\_\_

## **PART I SERVICES BY CLARK DIETZ**

### **A. Project Description**

The project consists of field surveying existing wet and dry ponds that are currently under the Client's maintenance responsibility in order to establish current conditions, geometry, and condition of pond appurtenances such as inlet and outlet pipes, erosion protection and outlet structures.

The project also includes review of collected field information and providing the Client with an opinion of current and future maintenance needs at each pond. Deliverables will consist of pond drawings based on field survey, photographs, field notes, and engineering report describing performance and condition of the ponds.

### **B. Scope**

#### **TASK 1: Pond Inspection and Certification:**

- Field inspect and survey 40 wet detention basins (15 owned by City, 25 privately owned) in Kenosha. The field work will include soundings to determine pond depth, sediment thickness, and pond bathymetry.
- Field inspect and survey 11 dry detention basins owned by the City of Kenosha. Dry pond surveys will include locating pond bottom features (concrete channels, etc.) and topography that may affect storage properties.
- Develop standard pond data documents for each pond, summarizing known design and field condition records. The data documents will include permanent pool volume and surface area, pond bathymetry, sediment depth, overflow elevation, invert elevations and pipe sizes at the pond.
- Clark Dietz will adapt our field data collection protocol to the City's existing database formats. Clark Dietz will also work with you to share our previous experiences in data automation, GIS integration, and digital record keeping.

#### **TASK 2: Maintenance Needs Assessment and Rehabilitation Planning:**

- For each pond surveyed and inspected, identify defects, deficiencies, repair needs, rehabilitation options. This task is carried out by a Professional Engineer experienced in stormwater management and drainage works.
- Develop cost estimates for identified maintenance items, develop rating system to assign prioritization of rehabilitation and maintenance needs.
- Create a standard POND MAINTENANCE report that fits the City's data base system, with a provision to accommodate future "work order" systems.

#### **TASK 3: Pond Maintenance and Certification Policy Development:**

This effort will develop the policy and documents to be used in future cycles of pond inspections, pond certifications, maintenance need assessments, and scheduling of future repairs.

The document will be an attachment to the “City of Kenosha Stormwater Management Facilities Maintenance Criteria” as defined in the Kenosha Stormwater Management Ordinance and provide clear guidance to the owner of the pond on the requirements of the maintenance agreement.

**C. Schedule**

The expected project duration is between November 2012 and June 2013.

**D. Assumptions/Conditions**

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of WISCONSIN.
2. Clark Dietz expects that 12 ponds will be larger than 3 acres in surface area. If this number changes, the professional fee will be adjusted based on a \$1,400 per pond if less than 3 acres and \$1,850 per pond if larger than 3 acres.
3. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.
4. This agreement does not include the preparation of assessment roles or schedules.
5. This agreement does not include geotechnical investigations.
6. No Federal permits are anticipated for this project.
7. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
8. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

**E. Electronic Data Format (if applicable)**

1. The Drawings for this project will be provided to the Client in printed format on paper and electronically in Adobe© Portable Document Format (PDF).

**PART II**  
**CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

**A. Information/Reports**

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

**B. Representative**

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Ms. Shelly Billingsley, City Engineer, City of Kenosha.**

**C. Decisions**

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

## **PART III COMPENSATION**

### **A. Compensation**

Total compensation to Clark Dietz for services rendered on the Project in accordance with PART I, SERVICES of this Agreement will be a lump sum amount of \$103,700. This lump sum compensation includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses.

### **B. Billing and Payment**

#### **1. Timing/Format**

- a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
- b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
- c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.

#### **2. Billing Records**

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**PART IV**  
**EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of work under this contract, Clark Dietz (hereinafter referred to as the "Consultant") agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Consultant further agrees to take affirmative action to insure equal employment opportunities. The Consultant agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

**PART V**  
**STANDARD TERMS AND CONDITIONS**

**Page 1 of 2**

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

**PART V**  
**STANDARD TERMS AND CONDITIONS**  
**Page 2 of 2**

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or:

- If the Clark Dietz fee is less than \$1,000,000, the liability shall not exceed the greater of \$100,000 or the total compensation received by Clark Dietz, or
- If the Clark Dietz fee is equal to or more than \$1,000,000, the liability shall be limited to the applicable insurance coverage at the time of settlement or judgment.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.

November 2, 2012

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

FROM: Shelly Billingsley, P.E.  
Director of Engineering



SUBJECT: Project Status Report

- Project #09-1121 Forest Park Evaluation** – Staff is in the final phases of finalizing the report. Final comments are being drafted and will be submitted to Strand. (1)
- Project #10-1126 Wetland Mitigation Bank** – [Wetlands and Waterways Consulting LLC] The consultant has received comments from the DNR regarding the proposed plan. Changes have been made to the report and is being reviewed by the DNR before the report can be finalized. (16)
- Project #10-1131 River Crossing Swale Restoration** – [Applied Ecological Services] Applied Ecological Services has begun the treatment of the invasive and non-native species. Future treatment times will occur again in August and October. (17)
- Project #11-1128 Multi-Plate Pipe Storm Sewer Inspection and Evaluation** – [Ruekert-Mielke] The consultant will be submitting a draft report for Staff to review and discuss repair alternatives. (2 and 7)
- Project #11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant)** – Punchlist items remain (1 and 6)
- Project #11-1127 MacWhyte Water Quality Basin** – [Cicchini] Contractor has hydroseeded basin and Staff will continue to monitor. (1)
- Project #11-1135 Stormwater Management Plan Development** – Contract has been executed work has begun. Staff met with Consultant to review the progress of the first major drainage area. (City wide)
- Project #11-1137 Pike River Monitoring (WI Coastal Management Grant)** – The City of Racine has begun monitoring. Staff will be receiving the draft report soon. (1 and 4)
- Project #12-1136 Pike River Monitoring (Fund for Lake Michigan Grant)** – The City of Racine has begun monitoring. Staff will be receiving the draft report soon. (1 and 4)
- Project #12-1012 2012 Resurfacing** – Storm sewer work has been completed. (6,11,14)
- Project #12-1024 60<sup>th</sup> Street Resurfacing: 8<sup>th</sup> Ave to 22<sup>nd</sup> Ave** – Storm sewer work has been completed. (2,8).
- Project #12-1015 Lincoln Road Resurfacing-** Storm sewer work has been completed. (13)
- Project #12-1420 Shagbark Trail Development** – [SAA] Design works has been started by SAA as outlined in the Stewardship Grant. Construction is scheduled for 2013. (10)
- Project #12-1133 Tree Pruning** – The contract has been executed. [Trees R Us] (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.