CITY OF ELKHORN
COMMITTEE OF THE WHOLE AGENDA
November 11, 2019
6:00 p.m.
Common Council Chambers, City Hall, 9 S. Broad St., Elkhorn, Wisconsin

CC: Mayor, Aldermen, City Administrator, City Attorney, Finance Director, DPW Operations Manager, Police Chief, Recreation Director, Utility Operations Director, Municipal Court Clerk, City Engineer, Fire Chief, Library Director, Zoning Administrator, Chamber, Press, Master File

1. Call to Order
2. Roll Call
3. Public Hearing for the 2020 Proposed Budget
4. Discussion Regarding Possible Changes to Noise Ordinance
5. Burning Ordinance Update
6. Paratech Staffing Contract Renewal for 2020
7. Cleaning Contract Renewal with Diversified Building Maintenance
8. Sump Pump Ordinance Update
9. Adjourn

DATED at Elkhorn, Wisconsin, this 8th day of November 2019

Cairie L. Virrueta, City Clerk

Should you have any questions or comments regarding any items on this agenda, please contact the City Clerk’s office at 723-2219. Upon reasonable notice to the City Clerk, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services.
COMMITTEE OF THE WHOLE MEMO

Meeting Date: November 11, 2019
Agenda Item: Open Burning Ordinance
Report Prepared By: City Administrator

The Municipal Services & Utility Committee has worked on the Open Burning Ordinance over several meetings and changes approved by the Committee have been incorporated into the attached document.

The item that was left unresolved was the definition of the word “nuisance” as used in Section 5.17.5 (2). I would recommend that we remove that first sentence. If we are going to allow fire pits and fireplaces there is bound to be some smoke and this language will just lead to disputes. I believe the better solution is to close your windows if the smoke is disturbing to you or other residents in your household. To define nuisance as it relates to smoke, would be difficult at best and probably become a very difficult enforcement issue.

The main issue I believe was do we allow fires for entertainment purposes, and if yes, what limitations should be imposed. To this point, we have said yes to fire pits and fireplaces which must meet a certain standard, we limited the hours of use and in some cases permits are required.

The impetus for updating this Ordinance was to eliminate burning of leaves and other materials and that is also incorporated into this Ordinance.
Committee: City Council

Meeting Date: November 8, 2019

Agenda Item: Fire/EMS Staffing Contract Renewal

Report Prepared By: Fire Chief Rod Smith

Summary:
The approved 2019 budget includes funding to continue the contracted 24/7/365 EMS staffed position and 7 firefighter/AEMT on staggered days and shifts. This contract would continue to provide the department with a minimum of 2 personnel 24/7. The contract also includes the cost to upgrade to the paramedic level once the state approves the Paramedic license upgrade.

Fiscal Considerations:
The cost of the 24/7/365 AEMT position is $326,496.87 annually and an additional $14,966.77 for the paramedic upgrade for a total of $341,463.64. This staffing is being accomplished by 4 full time personnel. This is included in the 2020 budget.

The contract also provides 7 full time Firefighter/AEMT 8 hours a day 40 hours a week with staggered days and start times with an annual cost $446,804.44.

Operational Considerations:
The contract continues the 1 AEMT24/7/365 and schedules a minimum of 2 firefighter/AEMT 24 hours a day 7 days a week, this is accomplished by scheduling staggered days and start times.

The paramedic upgrade will provide the greatest patient care available to our citizens.

Request Action:
Please approve the Paratech contract extension for full time Fire/EMS staff at a total cost $788,268.48.
CONTRACT FOR SERVICE

BETWEEN

THE CITY OF ELKHORN

AND

PARATECH AMBULANCE SERVICE INC.

... Help is on the way.
This agreement is entered into between Paratech Ambulance Service, Inc., a Wisconsin Corporation (hereinafter referred to as “PARATECH”) and the City of Elkhorn (hereinafter referred to as the “CITY”).

WHEREAS, PARATECH is in the business of furnishing personnel for emergency medical service and firefighting: and

WHEREAS, CITY operates a Fire, Rescue and Ambulance Service organized and operating in Walworth County, Wisconsin: and

WHEREAS, the residents of CITY are provided fire protection and emergency medical services; and

WHEREAS, CITY wishes to obtain PARATECH’s services for fire and emergency medical services and PARATECH wishes to provide such services;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the parties hereto have agreed and hereby agree as follows:

1. TERM:
The term of this Agreement shall be for a period of one (1) year commencing January 1, 2020, and ending December 31, 2020.

2. Cancellation :
Notwithstanding the term set forth in Section 1 in the event that either party desires to cancel the contract, said party must provide 90 days written notice to the other. Upon said cancellation, the consideration described in Section 17, herein, shall be prorated.

3. PERSONNEL PROVIDED:
PARATECH shall furnish licensed personnel as assigned to the CITY based on the following:

   a. (EMS AEMT Staffing $17.85 per hour)

      One (1) AEMT, 24/7/365 -----------------------------------------------Annual Cost $326,496.87*  
      (This quote is based on the staffing being accomplished by (4) Full-Time personnel 48 hours per week)

      UPGRADE STAFFING (EMS EMT-P $19.00 per hour)

      One (1) EMT-P, 24/7/365 -----------------------------------------------Annual Cost $341,463.64* 
      (This quote is based on the staffing being accomplished by (4) Full-Time personnel 48 hours per week)

   b. (FIRE Staffing $17.85 per hour)

      Seven (7) AEMT/FF1 40 hrs/week, 8 hours/day and/or 24 hours/day- Annual Cost $446,804.84* 
      (This quote is based on the staffing being accomplished by (7) Full-Time personnel 40 hours per week. Staff will be assigned to work hours as directed by the Fire Chief.)One preferred being Firefighter 2/ Motor Pump Operator (MPO)

*Annual Cost: The annual cost is calculated on the highest rate allowed per current wage structure adopted by City of Elkhorn. Billed amount by PARATECH to the CITY will reflect actual
staff provided. Hourly rates for staff licensed at the EMT level with additional Fire and/or EMS certifications may be adjusted to reflect the hourly rates established by the City of Elkhorn for part-time, limited term and seasonal employees, NOT TO EXCEED THE HOURLY RATE USED FOR CONTRACT COST CALCULATIONS.

c. Replacement licensed personnel shall be available in the event of illness, vacation, or other vacancy caused by the absence of the regularly assigned personnel.
d. PARATECH assigned personnel shall be housed in furnished quarters provided by CITY and have access to all areas assigned by CITY.
e. PARATECH and CITY will mutually agree upon a job description that outlines each job classification’s duties and responsibilities of the PARATECH employee while working for CITY. (See attached job description and duties document.)

4. QUALIFICATIONS OF PERSONNEL:
   a. Licensure as a Wisconsin AEMT (EMT-Basic will be considered- Fire Fighting Staffing), Upgrade Staff EMT- P
   b. Minimum Fire Fighter 1 (Fire Fighter Staffing)
   c. Valid Wisconsin Driver’s license.
   d. Qualified to drive and operate an ambulance and fire department equipment
   e. On-going continuing education and training. Each EMT-B / AEMT /EMT-P shall continue to meet all education requirements required by all applicable regulatory agencies and EMS System.
   f. CPR and/or Emergency Services instructor certification is desirable.

5. Training:
   a. All PARATECH employees assigned or permitted to work at CITY must meet all education and training requirements of CITY. PARATECH shall provide documentation of training, certifications and qualifications on demand by City.
   b. All contracted personnel must attend specified training as identified by CITY. When pre-approved, attendance will be at the expense of CITY if completed at times other than during scheduled work hours for CITY.

6. PERSONNEL DUTIES AND RESPONSIBILITIES:
   a. All regular and replacement personnel are responsible directly to the Fire Chief or designated officer and an administrative representative of PARATECH. On site of any emergency response provided pursuant to this contract the CITY Fire Chief or his/her designee will have complete control and supervision of the scene.
   b. All regular and replacement personnel serve under the supervision of the Fire Chief or his designated officer(s).
   c. All assigned personnel will abide by all applicable rules and regulations, including, but not limited to those of the United States Department of Transportation, the State of Wisconsin and the Wisconsin Department of Health Services.
   d. In addition to the regular assigned duties, pursuant to the job description, the assigned personnel shall provide such other services as are necessary or requested by the Fire Chief or his designee.

7. ACCEPTANCE OF LICENSED PERSONNEL:
   a. As a courtesy, PARATECH would like to offer to your existing staff the opportunity to be considered for these positions. CITY shall make a recommendation of EMT staff members to PARATECH.
b. At the option of CITY, each of PARATECH’s employees to be assigned to CITY will be interviewed by a representative of CITY prior to his/her assignment to CITY.

c. CITY shall advise PARATECH of those who meet the CITY’s quality requirements for assignment to CITY. CITY shall not unreasonably withhold its consent of a prospective employee. (CITY may have input on final candidates prior to being hired)

8. EQUIPMENT AND UNIFORMS:
   a. All contracted personnel shall be equipped with uniforms as specified by CITY. CITY at no additional cost to PARATECH will supply these uniforms for PARATECH personnel.
   b. CITY shall provide contracted personnel with the necessary safety gear for personal protection while working in hazardous areas or conditions. This equipment shall meet the minimum requirements of NFPA, OSHA and all other requirements applicable to protective clothing.
   c. The CITY shall provide medical supplies, equipment and vehicles necessary for PARATECH to provide the services called for in this Agreement. PARATECH shall be responsible for operating and working with the provided equipment in a safe and careful manner.

9. DISCIPLINARY ACTIONS:
   a. PARATECH shall designate a Contract Liaison. The Contract Liaison will be responsible for the coordination of all PARATECH activities including disciplinary matters and will function as a liaison between PARATECH and CITY. There shall be regular communications between the Contract Liaison and CITY to discuss any issues.
   b. The CITY shall have the right to reject personnel from service for just cause. “Just cause” shall be defined as negligent or willful failure to perform the duties of the position; breach of personnel or other rules of CITY applicable to personnel; failure to follow established rules, regulations, and procedures; continued unavailability for work or excessive absenteeism or tardiness; and incompetence and/or inability to carry out the duties required for the position.
   c. PARATECH agrees to confer with the CITY prior to the administration of any disciplinary action to a leased employee covered under this contract, but reserves the right and discretion to determine what, if any, disciplinary action shall be taken against said employee after considering the day-to-day operations and staffing needs of the CITY.

10. PARATECH RESPONSIBILITY TO LICENSED PERSONNEL:
    a. The assigned personnel are employees of PARATECH and not employees of CITY during contract hours for any purposes.
    b. PARATECH shall have full responsibility and liability for paying wages, all workers’ compensation insurance, federal and state tax, and any other obligations, due a PARATECH employee under local, state or federal law.
    c. Licensed personnel will remain for the duration of the contract unless mutually agreed upon between CITY and PARATECH, or the employee terminates employment, or is removed for any violation(s) of safety rules or other rules of conduct applicable to CITY or PARATECH.

11. PARATECH INSURANCE COVERAGE:
    a. As a material condition of this contract, PARATECH shall purchase and maintain the following insurance to cover its operations under this contract. Said insurance shall be provided by insurance companies reasonably acceptable to CITY and licensed to do business in the State of Wisconsin.
(1) Comprehensive Automobile Liability Insurance covering all owned, hired, and non-owned vehicles. $1,000,000 combined single limit plus a $2,000,000 umbrella.

(2) Commercial general liability insurance, for general aggregate coverage, personal injury, fire damage and medical expenses. $1,000,000 per occurrence; $3,000,000 aggregate plus a $2,000,000 umbrella.

(3) Malpractice and/or professional liability coverage $1,000,000 per occurrence; $3,000,000 aggregate plus a $2,000,000 umbrella.

(4) Workers Compensation Insurance for its employees in the amounts required by Wisconsin law. $100,000 per accident/illness; $500,000 policy limit.

(5) Copies of such policies shall be available to the CITY on demand.

b. CITY shall be named as an additional insured on all polices required hereunder.

c. PARATECH shall furnish certificates to CITY evidencing satisfaction of the insurance requirement set forth hereunder upon execution of this agreement. These certificates shall provide that 30 days written notice shall be given to CITY before the policies are subject to modification, cancellation or lapse. Further, PARATECH shall itself give written notice to CITY on the event that PARATECH receives notice of modification, cancellation or lapse from any of its respective insurance carriers. If it is determined that any policy or insurance protection required of PARATECH is deficient or not in existence at any time this fact alone shall constitute a breach of the terms of this contract and any other provision notwithstanding the CITY shall be entitled to immediate withdrawal without penalty or proration.

12. COMPLIANCE WITH REGULATIONS
a. CITY and PARATECH shall adhere to all county, state, and federal rules, regulations, codes ordinances, and charters as they may apply to fire protection and emergency services. CITY shall not require PARATECH’s employees to perform any act, which is contrary to the aforesaid.

13. CITY'S INSURANCE
a. CITY agrees to keep in force general liability insurance covering services described and to provide Paratech Ambulance with additional insured status on or before the date of this agreement.

b. Under this contract, it is understood that the emergency call is the responsibility of the CITY of ELKHORN. Therefore, all medical malpractice and vehicle insurance coverage must originate and be secured by the CITY with PARATECH listed as an additional insured.

14. GOVERNING LAW/SEVERABILITY
a. The contract shall be interpreted, if necessary, pursuant to the laws and court decisions of the State of Wisconsin. Any legal actions related to this contract, if necessary, shall be conducted in the State of Wisconsin and shall be arbitrated.
b. If any portion of this contract is found to be unenforceable or illegal, through arbitration, then such portion shall be stricken and rendered null and void and the remainder of the contract shall continue to be in full force and effect.

15. INDEMNIFICATION LANGUAGE

a. INDEMNITY AND HOLD HARMLESS. PARATECH shall indemnify, and hold harmless CITY, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any negligent act, error, or omission, of PARATECH which causes death, personal injury or property damage to any person or party or which violates the right of any person or party protected by law.

CITY shall indemnify, and hold harmless PARATECH, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any negligent act, error, or omission, of CITY which causes death, personal injury or property damage to any person or party or which violates the right of any person or party protected by law.

b. CITY’S ACTS AND OMISSIONS. Neither CITY nor PARATECH are responsible for any acts or omissions of the other party or the other party’s officers and employees. CITY is not responsible for the accuracy of the data provided by PARATECH or data obtained or available from public or government records or sources of the public domain.

16. ADMINISTRATION OF THE CONTRACT:

a. PARATECH shall complete or cause to be completed all necessary reports as required by the State of Wisconsin, federal government, resource hospital, CITY or any other agency requiring information on the ambulance call.

b. PARATECH and its employees shall comply with HIPAA and shall not divulge to any agency outside those required, except with express consent of CITY and PARATECH.

c. The CITY contact person shall be the Fire Chief, with a copy of all written communication to be provided to the CITY Administrator.

17. CONSIDERATION (1 YEAR CONTRACT):

a. EMS STAFFING PERSONNEL – In consideration of the services to be provided by PARATECH to CITY pursuant to the provisions of this agreement, CITY shall pay PARATECH in the amount of $326,496.84 which is payable in monthly installments of $27,208.07 the amount due to PARATECH shall be paid on the first day of the month commencing January 2020.

UPGRADE (EMT-P) EMS STAFFING PERSONNEL – In consideration of the services to be provided by PARATECH to CITY pursuant to the provisions of this agreement, CITY shall pay PARATECH in the amount of $341,463.64 which is payable in monthly installments of $28,455.30 the amount due to PARATECH shall be paid on the first day of the month commencing January 2020.

b. FIRE STAFFING PERSONNEL – In consideration of the services to be provided by PARATECH to CITY pursuant to the provisions of this agreement, CITY shall pay PARATECH in the amount of $446,804.84 which is payable in monthly installments of $37,233.74 the amount due to PARATECH shall be paid on the first day of the month commencing January 2020. The amount owed assumes full-staffing.
CITY shall pay PARATECH for additional personnel hours i.e. Fire Department training requirements during non-scheduled duty hours or exceeding the specified work week (over time) at the per hour rate of one and one half times their wage.

This agreement may be extended upon written approval of CITY and upon the written agreement of PARATECH and CITY. This Agreement shall not automatically renew.

18. Relationship of Parties
It is expressly understood that PARATECH shall at all times operate as an independent contractor and shall not at any time be or operate as the agent or employees of CITY, or as a joint venture with CITY. This contract is not for the benefit of any other party, whether or not referred to herein. A waiver of any breach shall not waive a prior or subsequent breach. All remedies shall be cumulative and pursuit of any one shall not waive any other.

19. Notices
All notices provided for or permitted herein shall be in writing and shall be delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested, directed to the parties at the following addresses or to such address as any party shall designate by notice delivered or sent in the above manner.

PARATECH: Lawrence J. Knuth
Paratech Ambulance Service, Inc.
9401 W. Brown Deer Road
Milwaukee, WI 53224

CITY: Attention: Mayor
Howie Reynolds
9 South Broad St.
Elkhorn WI 53121

THIS AGREEMENT, which includes the job description attached hereto, entered into on this __________ day of __________, 2019, represents the entire agreement between PARATECH and CITY relating to the subject matter hereof and there are no other courses of dealing, understandings, agreements, representations or warranties, written or oral, except as set forth herein and this Agreement may only be modified with the written approval of PARATECH and CITY unless otherwise stated herein.
City of Elkhorn
Janitorial Services
Price Quotation
2020

Company

Name: Diversified Building Maintenance
Address: 1105 Touson Drive Janesville, WI 53546
Phone: 608-752-9465       Fax: 608-752-5612
E-Mail: heather@dbmcleans.com

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<th>2020</th>
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Emergency Response Breakdown (Hourly): 2018/2019

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<th>Building Costs Breakdown (Yearly):</th>
<th>2018/2019</th>
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<tr>
<td>Elkhorn Police Department</td>
<td>$27.50 - weekday</td>
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<tr>
<td>Elkhorn City Hall</td>
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<tr>
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<tr>
<td>Matheson Memorial Library</td>
<td>$27.50 - weekday</td>
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<tr>
<td>Holidays (all buildings)</td>
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**Emergency Response Breakdown (Hourly): 2018/2019**

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<th>Department</th>
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<td></td>
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</tbody>
</table>

*Prices reflect a 1.9% increase based on the Consumer Pricing Index.*
COMMITTEE OF THE WHOLE AGENDA MEMORANDUM

Meeting Date: November 11, 2019

Agenda Item: Ordinance 13.4.040 | Sump Pump Discharge

Prepared by: Matthew Lindstrom (DPW Operations Manager)

Summary:
Referenced ordinance has been discussed numerous times in the past few years at committee meetings where it was ultimately decided to address the feasibility notation and when it is reasonable to require connection to a storm sewer system. To further recap, a routine street side inspection of resident’s and business’s properties was performed to evaluate compliance of City Code of Ordinance Subsection 13.4.040 pertaining to sump pump discharge. The following circumstances continue to be observed:

- Sump Pump piping running overland and directly discharging at back of sidewalk or back of curb into roadway edge
- Sump Pump piping installed underground and discharging / daylighting at back of sidewalk or back of curb into roadway edge or through the curb into roadway edge
- Sump Pump piping running overland and discharging onto lawns which migrates to neighboring lawns and possibly across sidewalk and onto roadway edge
- Sump Pump piping discharging on lawn towards rear or side lot line which has presumably contributed to ponding / flooding

Previous Discussion Topics:
- Damage to public infrastructure attributed to direct discharge at back of sidewalk and back / through curb
- Public nuisance and safety concerns attributed to direct discharge at back of sidewalk and curb / through curb
- Overland flow of discharge as it relates to public nuisance, safety concerns and damage to infrastructure
- Shall City provide drain tile behind back of curb when feasible (adjacent storm sewer inlet allowing gravity flow and depth) for owners to directly tie sump pump piping into
- Ongoing maintenance of drain tile systems pertaining to obstructions from roots and freezing
- Flooding or hazards to adjacent properties from sump pump discharge towards rear or side lot lines
- Recourse for non-compliance of ordinance
Feasibility considerations for direct connections to existing storm sewers:

- To what degree is storm sewer available to direct connect into
- Is it desirable to open cut sidewalks and streets to direct connect
- Will the City be reconstructing the street in the near future
- Will lay of land allow direct connect with gravity flow
- Will existing utilities interfere with installation of direct connect piping

Recommendation to Committee: Determine course of action regarding subject ordinance
13.4.040 - Mandatory requirements to connect sump pumps to city storm drainage sewers.

(1) Sump Pump Connections. All sump pumps shall be connected to existing storm sewers, laterals or storm sewer catch basins, unless after inspection the City has determined that a connection at the specific location is not feasible.

(2) New Connections to Sewer. In the case of new construction of buildings, or where buildings presently exist but are not connected to available storm sewer laterals or catch basins, all connections to the storm sewer system shall be completed within 6 months from the date of commencement of construction in the case of new construction or within 6 months from the passage and publication of this subchapter in all other cases.

(3) New Construction of Storm Sewers. In the case where the Sum City reconstructs or newly constructs storm sewers and laterals in a given area, existing buildings serviced by such storm sewer, laterals, or catch basins shall be properly connected to the newly installed drainage systems within 60 days of substantial completion of the installation of the project by the City.

(4) Authorization. City officials from the Department of Public Works and/or those charged with enforcing zoning violations, building code violations and with City building inspection duties or their properly authorized deputies shall have authority to enter into any building within the City for the purpose of inspecting drainage and plumbing requirements to determine that all City safety and other building and zoning codes are in compliance with City requirements.

(5) Notice of Violation. Notice shall be given to the owner of any building within the City of any violation wherein storm or clear waters are able to be discharged into the sanitary sewers of the City. The owner of the property shall be responsible to see that such violation is corrected within 2 weeks from the date he receives such notice (whether by personal delivery or by certified mail with return receipt). The owner and tenant of such property shall be jointly and severally liable for such violation. If such owner is not the occupant, the owner shall be given/sent a copy of the notice of violation in the same manner as mentioned above.

(6) Sump Pump Discharges Which Form a Public Nuisance. If the City determines upon inspection that any sump pump discharge within the City accumulates or freezes on any public right-of-way or otherwise endangers the public health, safety or welfare, such discharge shall be declared a public nuisance as defined in the Elkhorn Municipal Code at Section 10.02 of the Elkhorn Municipal Code. The City is not prevented from a determination that a public nuisance under this section by a determination that a situation happens only intermittently and not continuously. Otherwise, a single occasion may form the basis for such a finding if it is determined by City inspection personnel that such condition is likely to occur again in the future, based upon the conditions discovered at the site.

(7) Solutions to Nuisance Discharges. In any situation where a public nuisance has been determined in the manner described, the City shall work with the property owner to determine a cost-effective solution and may require the installation of a French drain, rerouting of the sump pump discharge or any other solution the City determines is specifically required by the circumstances. Where a storm sewer connection of a sump pump is not feasible, as determined by City personnel, the discharge shall be directed to flow to the rear lot line or side lot line, but shall not create flooding or hazards to adjoining properties. Neither shall it be allowed to flow over or accumulate upon a public sidewalk such as to create a nuisance.

(8) Notice of Property Owner. Where City personnel have determined that discharge from sump pump is unlawful under this Code, Notice shall be provided to the property owner that the owner is required to comply with this Section of the Municipal Code to abate the nuisance within 30 days following the date of Notice. Procedures shall be as set forth in Chapter 13.4.110. The property owner shall be entitled to the appeals process set forth at Chapter 13.4.120.

All sump pumps shall be connected to sump pits consistent with the State Plumbing Code. Installation of sump pumps shall be in compliance with the State Plumbing Code in every regard. (Ord. No. 17-06, §§ 1, 2, 4-3-2017; Ord. No. 14-04, § 2, 5-19-2014.)
13.4.040 -- Sump Pump and Clear Water Discharge. Mandatory requirements to connect sump pumps to city storm drainage sewers.

(1) **Existing Buildings, Sump Pump Connections.** All sump pumps shall be connected to existing storm sewers, laterals or storm sewer catch basins when said storm sewer systems are within subject parcel frontage and out of the roadway, unless after inspection the City has determined that a connection at the specific location is not reasonably feasible (driveway crossing, utility conflict, etc.).

(2) **New construction of Buildings.** When constructing a new building, sump pumps shall be connected to the storm sewer system within New Connections to Sewer. In the case of new construction of buildings, or where buildings presently exist but are not connected to available storm sewer laterals or catch basins, all connections to the storm sewer system shall be completed within 6 months from the date of commencement of construction in the case of new construction or within 6 months from the passage and publication of this subchapter in all other cases.

(3) **New Construction of Storm Sewers.** In the case where the City reconstructs or newly constructs storm sewers and laterals in a given area, existing buildings serviced by such storm sewer, laterals, or catch basins shall be properly connected to the newly installed drainage systems within 60 days of substantial completion of the installation of the project by the City.

(4) **Authorization.** City officials from the Department of Public Works and/or those charged with enforcing zoning violations, building code violations and with City building inspection duties or their properly authorized deputies shall have authority to enter into any building within the City for the purpose of inspecting drainage and plumbing requirements to determine that all City safety and other building and zoning codes are in compliance with City requirements.

(5) **Notice of Violation.** Notice shall be given to the owner of any building within the City of any violation wherein storm or clear waters are able to be discharged into the sanitary sewers of the City. The owner of the property shall be responsible to see that such violation is corrected within 2 weeks from the date he receives such notice (whether by personal delivery or by certified mail with return receipt). The owner and tenant of such property shall be jointly and severally liable for such violation. If such owner is not the occupant, the owner shall be given/sent a copy of the notice of violation in the same manner as mentioned above.

(6) **Sump Pump Discharges Which Form a Public Nuisance.** Under permissible circumstances that sump pumps are not connected to a storm sewer system as derived under Subsection 13.4.040 (1) overland discharge over hard surfaces (sidewalks, driveways & roadways) is permitted between April 1st to November 1st; overland discharge to terrace areas (grass surfaces) will be permitted year round. During specified timeframes where overland discharge is permissible it must not create a Public Nuisance as it relates to freezing or slippery conditions within public right-of-way over sidewalks or within the roadway. If the City determines upon inspection that any sump pump discharge within the City accumulates or freezes on any public right-of-way or otherwise endangers the public health, safety or welfare, such discharge shall be declared a public nuisance as defined in the Elkhorn Municipal Code at Section 10.02 of the Elkhorn Municipal Code. The City is not prevented from a determination that a public nuisance under this section by a determination that a situation happens only intermittently and not continuously. Otherwise, a single occasion may form the basis for such a finding if it is determined by City inspection personnel that such condition is likely to occur again in the future, based upon the conditions discovered at the site.

(7) **Solutions to Nuisance Discharges.** In any situation where a public nuisance has been determined in the manner described, the City shall work with the property owner to determine a cost-effective solution and may require the installation of a French drain, rerouting of the sump pump discharge or
any other solution the City determines is specifically required by the circumstances. Where a storm sewer connection of a sump pump is not feasible, as determined by City personnel, the discharge shall be directed to flow to the rear lot line or side lot line, but shall not create flooding or hazards to adjoining properties. Neither shall it be allowed to flow over or accumulate upon a public sidewalk such as to create a nuisance.

(78) Notice of Property Owner. Where City personnel have determined that discharge from sump pump is unlawful under this Code, Notice shall be provided to the property owner that the owner is required to comply with this Section of the Municipal Code to abate the nuisance within 30 days following the date of Notice. Procedures shall be as set forth in Chapter 13.4.110. The property owner shall be entitled to the appeals process set forth at Chapter 13.4.120.
All sump pumps shall be connected to sump pits consistent with the State Plumbing Code. Installation of sump pumps shall be in compliance with the State Plumbing Code in every regard. (Ord. No. 17-06, §§ 1, 2, 4-3-2017; Ord. No. 14-04, § 2, 5-19-2014.)