

MEETING	DATE	TIME	LOCATION
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Joint Sanitary District	Tuesday, December 17, 2019	6:30 p.m.	Grand Chute Town Hall 1900 Grand Chute Blvd Board Room
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A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA/ORDER OF THE DAY

D. PUBLIC INPUT

Members of the public are welcome to address the Commission and Town Board. **Individuals are allowed to speak only about agenda items and must fill out a “Request to Speak” form and submit to the Town Clerk prior to the start of the meeting in order to speak during the Public Input segment of the meeting.** This segment is placed early in the agenda so that the public may make their comments prior to any discussion or action by the Commission or Town Board. Individual comments are limited to no more than three minutes each. The Public Input section is limited to a total of 15 minutes. The Commission/Town Board may suspend this rule if deemed necessary. Once the public input segment ends there will be no additional discussion from the audience.

E. CONSENT AGENDA

(Items on the Consent Agenda are routine in nature and require one motion to approve all items listed. Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Supervisor and addressed immediately following the motion to approve the other items on the Consent Agenda.)

1. Approve regular joint meeting minutes – December 3, 2019
2. Accept Monthly Report – November 2019

F. FINANCIAL REPORTS

1. Approval of Voucher List – December 17, 2019
2. Accept Budget Statement – October 2019

G. NEW BUSINESS

1. Approve the Professional Services Agreement with McMahon for completion of the Urban Nonpoint Source and Storm Water Management grant in the amount of \$181,400.

H. RESOLUTIONS

1. Resolution SD1-03-2019 approving the agreement between the Town of Grand Chute and the Town of Grand Chute Sanitary District No. 1 regarding Intergovernmental Loan for Water System Projects.
2. Resolution SD3-11-2019 approving the agreement between the Town of Grand Chute and the Town of Grand Chute Sanitary District No. 3 regarding Intergovernmental Loan for Storm Water Management System Projects.

I. ADJOURNMENT

Public Notice: Agendas are posted in the following locations: Town Hall bulletin boards & Town website www.grandchute.net 2015 Wisconsin Act 79 allows the publication of certain legal notices on an Internet site maintained by a municipality. This law allows these types of legal notices to be posted in one physical location in the jurisdiction (instead of three) if also placed on an Internet site maintained by the local government.

Special Accommodations: Requests from persons with disabilities who need assistance to participate in this meeting should be made to the Clerk’s Office at (920-832-5644) with at least 24-hour notice.

Notice of Possible Quorum: A quorum of the Town Board, Plan Commission, Board of Review, Licensing Committee, Parks Commission, Community Development Authority, Joint Review Board, Zoning Board of Appeals and/or Police and Fire Commission may be present at this meeting for the purpose of gathering information and possible discussion on items listed on this agenda. However, unless otherwise noted in this agenda, no official action by the Town Board, Plan Commission, Board of Review, Licensing Committee, Parks Commission, Joint Review Board, Zoning Board of Appeals and/or Police and Fire Commission will be taken at this meeting.

JOINT REGULAR MEETING – SANITARY DISTRICT NO. 1, NO. 2, NO. 3 & EAST SIDE UTILITY DISTRICT – 1900 W. GRAND CHUTE BLVD., GRAND CHUTE, WI – DECEMBER 3, 2019

CALL TO ORDER/ROLL CALL

Meeting called to order at 6:44 p.m. by Dave Schowalter, presiding officer.

PRESENT: Dave Schowalter, Eric Davidson, Jeff Nooyen, Bruce Sherman, Travis Thyssen, and Elizabeth Miller, Deputy Town Clerk

STAFF: Jim March, Town Administrator; Bob Buckingham, Community Development Director; Tim Bantes, Fire Chief; Greg Peterson, Police Chief; Brent Braun, IT Director; Katie Schwartz, Director of Public Works; Julie Wahlen, Finance Director; Karen Heyrman, Deputy Director of Public Works; Mike Patza, Town Planner; Matt Kasriel, Assistant Fire Chief, Brian Schommer, Assistant Fire Chief; Kelly Hanink, Assistant Fire Chief, several firefighters, and Atty. Rossmeissl, Herrling Clark Law Offices

OTHERS: 7 signed attendance

PLEDGE OF ALLEGIANCE

President Schowalter led the Pledge of Allegiance.

APPROVAL OF AGENDA/ORDER OF THE DAY

Motion (Nooyen/Davidson) to approve the agenda as printed. Motion carried.

PUBLIC INPUT – There was no public input.

CONSENT AGENDA

Approve Regular Joint Meeting minutes – November 19, 2019

Motion (Thyssen/Davidson) to approve the consent agenda. Motion carried.

FINANCIAL REPORTS

Approval of Voucher Lists – December 3, 2019
San 1, 2, 3 & East Side – \$86,646.91 ACH – \$735,192.41.

Motion (Thyssen/Davidson) to approve the voucher list. Motion carried.

RESOLUTION

Preliminary Resolution SD3-10-2019, declaring intent to exercise special assessment powers under Chapter 66, Police Powers, Wis. Stats., 2017-18 as amended for storm sewer installation on Woodman Drive (Westhill Boulevard to Bluemound Drive).

Motion (Nooyen/Sherman) to approve SD3-10-2019. Motion carried.

ADJOURNMENT

Motion (Davidson/Thyssen) to adjourn. Motion carried.

Meeting adjourned 6:46 p.m.

These minutes were taken at a regular meeting held on December 3, 2019 and entered in this record book, December 4, 2019 by:

JOINT REGULAR MEETING – SANITARY DISTRICT NO. 1, NO. 2, NO. 3 & EAST SIDE UTILITY DISTRICT – 1900 W. GRAND CHUTE BLVD., GRAND CHUTE, WI – DECEMBER 3, 2019

Elizabeth Miller

Elizabeth Miller, Deputy Town Clerk
Joint Sanitary District No. 1, No. 2, No. 3 & East Side Utility District

Initial Draft



Sanitary District No. 1 & 2 Monthly Report November 2019

UTILITY LOCATES	219
SERVICE CONNECTION PERMITS	
WATER	5
SEWER	5
STORM	5
FT. OF VACTORING	
QUARTERLY BILLS (Cycle 2)	5,256

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
94857	12/17/2019	PJK CO INC	10021829	TELEMETRY COMMUNICATION PROGRAMMING	61-01-67801-390	943.00
94857	12/17/2019	PJK CO INC	10021830	ROUTINE MAINT ON TELEMETRY EQUIP	62-02-83400-390	1,720.00
Total 94857:						2,663.00
94862	12/17/2019	US POSTMASTER	12042019	UTILITY BILL POSTAGE	63-03-82000-311	327.13
94862	12/17/2019	US POSTMASTER	12042019	UTILITY BILL POSTAGE	62-02-85100-311	654.27
94862	12/17/2019	US POSTMASTER	12042019	UTILITY BILL POSTAGE	61-01-90300-311	654.27
Total 94862:						1,635.67
94866	12/17/2019	WISCONSIN RURAL WATER A	S3746	SYSTEM MEMBERSHIP RENEWAL	61-01-93001-321	585.00
Total 94866:						585.00
Grand Totals:						45,780.57

Dave Schowalter, President: _____

Jeff Nooyen, Commissioner: _____

Travis Thyssen, Commissioner: _____

Bruce Sherman, Commissioner: _____

Eric Davidson, Commissioner: _____

Angie Cain, Secretary: _____

Julie M. Wahlen, Treasurer: _____

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
94750	12/11/2019	FOX WEST REGIONAL SEWER	4221	OPERATIONS & MAINT - SEWERAGE OCT 19	62-02-82601-290	70,089.06- V
94750	12/11/2019	FOX WEST REGIONAL SEWER	4221	EQUIPMENT REPLACEMENT-SEWERAGE - OCT 20	62-02-40301-000	10,414.49- V
94750	12/11/2019	FOX WEST REGIONAL SEWER	4221	DEBT SERVICE - SEWERAGE - OCT 2019	62-02-40400-000	50,266.36- V
94750	12/11/2019	FOX WEST REGIONAL SEWER	4221	DEPRECIATION-SEWERAGE OCT 2019	62-02-40300-000	6,799.61- V
Total 94750:						137,569.52-
94833	12/11/2019	FOX WEST REGIONAL SEWER	4221	OPERATIONS & MAINT - SEWERAGE OCT 19	62-02-82601-290	70,089.06
94833	12/11/2019	FOX WEST REGIONAL SEWER	4221	EQUIPMENT REPLACEMENT-SEWERAGE - OCT 20	62-02-40301-000	10,414.49
94833	12/11/2019	FOX WEST REGIONAL SEWER	4221	DEBT SERVICE - SEWERAGE - OCT 2019	62-02-40400-000	50,266.36
94833	12/11/2019	FOX WEST REGIONAL SEWER	4221	DEPRECIATION-SEWERAGE OCT 2019	62-02-40300-000	6,799.61
Total 94833:						137,569.52
94837	12/17/2019	ACC AUTOMATED COMFORT	25256	AC SERVICES FOR SERVER ROOM	61-01-92300-290	39.47
94837	12/17/2019	ACC AUTOMATED COMFORT	25256	AC SERVICES FOR SERVER ROOM	62-02-85100-290	39.47
94837	12/17/2019	ACC AUTOMATED COMFORT	25256	AC SERVICES FOR SERVER ROOM	63-03-82000-290	39.47
Total 94837:						118.41
94842	12/17/2019	CORE & MAIN	L568158	510M S/POINT M2 WIRED DP HR&LD W/HOURLY R	61-00-34600	4,044.82
Total 94842:						4,044.82
94849	12/17/2019	GRAND CHUTE UTILITIES	120319-LS#3	UTILITIES WILLIAMS LIFT STATION #3-9/1/19-11/30/	62-02-82100-220	6.74
Total 94849:						6.74
94850	12/17/2019	HEARTLAND BUSINESS SYST	344160-H	PRODUCTION STORAGE EXPANSION	61-00-39110	4,674.21
94850	12/17/2019	HEARTLAND BUSINESS SYST	344160-H	PRODUCTION STORAGE EXPANSION	62-00-39110	4,674.21
94850	12/17/2019	HEARTLAND BUSINESS SYST	344160-H	PRODUCTION STORAGE EXPANSION	63-00-37200	4,674.21
94850	12/17/2019	HEARTLAND BUSINESS SYST	34567-H	PRODUCTION STORAGE EXPANSION	61-00-39110	630.07
94850	12/17/2019	HEARTLAND BUSINESS SYST	34567-H	PRODUCTION STORAGE EXPANSION	62-00-39110	630.07
94850	12/17/2019	HEARTLAND BUSINESS SYST	34567-H	PRODUCTION STORAGE EXPANSION	63-00-37200	630.07
Total 94850:						15,912.84
94851	12/17/2019	HYDROCLEAN EQUIPMENT IN	01867	TOUCHDOWN HAND CLEANER	62-02-82700-340	102.05
Total 94851:						102.05
94853	12/17/2019	MICMAHON	0916561	ECOLOGICAL SVCS GILLETT STREET POND	63-03-82000-360	318.00
94853	12/17/2019	MICMAHON	0916562	JAPANESE KNOTWEED CONTROL & MONITORING	63-03-82000-290	159.00
Total 94853:						477.00
94855	12/17/2019	OPG-3 INC	3740	LASER FICHE ANNUAL SUPPORT	63-03-82000-290	1,117.57
94855	12/17/2019	OPG-3 INC	3740	LASER FICHE ANNUAL SUPPORT	62-02-85100-290	1,117.57
94855	12/17/2019	OPG-3 INC	3740	LASER FICHE ANNUAL SUPPORT	61-01-92300-290	1,117.57
Total 94855:						3,352.71
94856	12/17/2019	OUTAGAMIE COUNTY TREAS	1017812	DRAINAGE/BRIDGE INSP/ENG/PAVING RUSSET CO	63-03-82000-360	16,882.33
Total 94856:						16,882.33

Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
61					
11/29/2019	DEBT PRINCIPAL PAYMENT	112919	2016 DEBT PRINCIPAL	61-00-22316	80,000.00
Total 191129001:					80,000.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-CLEAN WATER TESTING LLCWATER TESTING SERVICES	61-01-67300-390	128.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-SEILER INSTRUMENT1 YR SEILER MAPPING SUPPORT/TPP SOFT	61-01-92300-290	217.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-CINTAS 60A SAPUNIFORMS SAN 1 DEPARTMENT	61-01-66500-291	26.39
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-CDW GOVT #VHL1423Adobe Software	61-01-92300-290	29.03
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-CDW GOVT #VJD6147Visio Software	61-01-92300-290	65.88
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-PAYPAL *MINICOMPUTEOutdoor Wireless Equipment	61-00-39110	54.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-PAYPAL *KARTECH LLCIndoor Wireless Equipment	61-00-39110	35.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-VZWRLSS*APOCC VISBWater Tower Cell Bill	61-01-92100-221	27.08
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-SQ *RECYCLETHATSTUFContracted Electronic Recycling	61-01-92300-290	55.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-DNH*GODADDY.COMSecurity Certificate	61-01-92300-290	32.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-FERGUSON WTRWRKS #1476MISC ALL SS REP CLAMPS FOR WAT	61-01-67300-390	1,014.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-FERGUSON WTRWRKS #1476TRFC REP KIT 5-1/4 WB67 YELL	61-01-67700-390	239.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-INSTITUTE OF TRANSPORTATIRENEWAL FEES-INSTITUTE OF TR	61-01-93000-330	80.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-USPS PO 5602500943MAIL TAX ROLL NOTICES FOR PAST DUE UTI	61-01-90300-311	71.83
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-SAFETY JACKETS	61-01-66500-291	117.96
11/30/2019	US BANK CREDIT CARD	USB-OCT19-4	CC-FERGUSON WTRWRKS #1476RETURN 2 VALVE BOX TOP SECTIO	61-01-67500-390	38.80
11/30/2019	US BANK CREDIT CARD	USB-OCT19-4	CC-FERGUSON WTRWRKS #1476MISC VALVE BOX TOP SECTIONS	61-01-67300-390	630.38
11/30/2019	US BANK CREDIT CARD	USB-OCT19-5	CC-CINTAS 60A SAPUNIFORMS SAN 1 DEPARTMENT	61-01-66500-291	26.39
11/30/2019	US BANK CREDIT CARD	USB-OCT19-6	CC-CINTAS 60A SAPUNIFORMS SAN 1 DEPARTMENT	61-01-66500-291	26.39
11/30/2019	US BANK CREDIT CARD	USB-OCT19-6	CC-CLEAN WATER TESTING LLCWATER TESTING SERVICES	61-01-67300-390	144.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-6	CC-MCC INC3" DENSE CRUSHER RUN/BREAKER RUN/3/4" CLEAN ST	61-01-67300-390	720.80
11/30/2019	US BANK CREDIT CARD	USB-OCT19-7	CC-CINTAS 60A SAPUNIFORMS SAN 1 DEPARTMENT	61-01-66500-291	26.39
11/30/2019	US BANK CREDIT CARD	USB-OCT19-8	CC-CINTAS 60A SAPUNIFORMS SAN 1 DEPARTMENT	61-01-66500-291	26.39
11/30/2019	US BANK CREDIT CARD	USB-OCT19-8	CC-LAWSON PRODUCTS3/4-10 316 SS HEX NUTS/FLAT WASHERS	61-01-67300-390	150.99
11/30/2019	US BANK CREDIT CARD	USB-OCT19-8	CC-CLEAN WATER TESTING LLCWATER TESTING SERVICES	61-01-67300-390	128.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-9	CC-CINTAS 60A SAPUNIFORMS SAN 1 DEPARTMENT	61-01-66500-291	26.39
Total 191130300:					4,059.49
12/02/2019	NICOLET NATIONAL BANK	120219	2016 DEBT INTEREST	61-01-43000-620	9,073.75
Total 191202001:					9,073.75
12/04/2019	PSN	205767	NOV BILLING	61-01-92300-290	138.95
Total 191204003:					138.95
Total 61:					93,272.19
62					
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-SEILER INSTRUMENT1 YR SEILER MAPPING SUPPORT/TPP SOFT	62-02-85100-290	217.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-CINTAS 60A SAPUNIFORMS SAN 2 DEPARTMENT	62-02-82700-291	26.40
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-CDW GOVT #VHL1423Adobe Software	62-02-85100-290	29.03
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-CDW GOVT #VJD6147Visio Software	62-02-85100-290	65.88
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-PAYPAL *MINICOMPUTEOutdoor Wireless Equipment	62-00-39110	54.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-PAYPAL *KARTECH LLCIndoor Wireless Equipment	62-00-39110	35.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-VZWRLSS*APOCC VISBWater Tower Cell Bill	62-02-85100-221	27.08
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-SQ *RECYCLETHATSTUFContracted Electronic Recycling	62-02-85100-290	55.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-DNH*GODADDY.COMSecurity Certificate	62-02-85100-290	32.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-BATTERIES PLUS #0502BATTERIES FOR LIFT STATION GENERAT	62-02-83200-390	838.89
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-GRAINGERHEATER FOR CENTURY FARM LIFT STATION GENERAT	62-02-83200-390	138.42
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-GRAINGERLIGHT FOR TRI-PARK LIFT STATION	62-02-83200-390	86.21

Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-NAPA AUTO PARTSLIFT STATION EQUIPMENT REPAIR	62-02-83200-390	10.68
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-THE HOME DEPOT #4903LIFT STATION EQUIPMENT REPAIR	62-02-83200-390	4.90
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-GRAINGERSAFETY GLASSES	62-02-82700-340	28.66
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-GRAINGERPUNCH AND CHISEL SET	62-02-83200-390	207.83
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-ROGANS SHOES INC APPLETONSAFETY SHOES/BOOTS	62-02-82700-291	125.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-GRAINGERSOCKET1/4" DR 5/16" HEX	62-02-83200-390	21.99
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-INSTITUTE OF TRANSPORTATIRENEWAL FEES-INSTITUTE OF TR	62-02-85100-330	80.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-GRAINGERLIGHT FOR TOWN HALL LIFT STATION	62-02-83200-390	172.42
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-TOTAL ENERGY SYSTEMSRE-WIRE GENERATOR FROM MORRISO	62-02-83100-390	2,800.18
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-THE HOME DEPOT #4903SMALL TOOLS FOR SEWER REPAIRS	62-02-82700-340	72.30
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-GRAINGERHEATERS FOR LIFT STATIONS	62-02-83200-390	61.86
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-MENARDS APPLETON WEST WIMISC PARTS FOR BERG LIFT STAT	62-02-83200-390	35.92
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-USPS PO 5602500943MAIL TAX ROLL NOTICES FOR PAST DUE UTI	62-02-85100-311	71.84
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-RED WINGS STORESAFETY SHOES/BOOTS	62-02-82700-291	125.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-SAMSCLUB #6321DPW Office Supplies	62-02-85100-310	63.80
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-SAFETY JACKETS	62-02-82700-291	117.96
11/30/2019	US BANK CREDIT CARD	USB-OCT19-4	CC-FASTENAL COMPANY 01WIAPPGLOVES/SAFETY GLASSES	62-02-82700-291	77.28
11/30/2019	US BANK CREDIT CARD	USB-OCT19-5	CC-CINTAS 60A SAPUNIFORMS SAN 2 DEPARTMENT	62-02-82700-291	26.40
11/30/2019	US BANK CREDIT CARD	USB-OCT19-6	CC-CINTAS 60A SAPUNIFORMS SAN 2 DEPARTMENT	62-02-82700-291	26.40
11/30/2019	US BANK CREDIT CARD	USB-OCT19-7	CC-CINTAS 60A SAPUNIFORMS SAN 2 DEPARTMENT	62-02-82700-291	26.40
11/30/2019	US BANK CREDIT CARD	USB-OCT19-8	CC-CINTAS 60A SAPUNIFORMS SAN 2 DEPARTMENT	62-02-82700-291	26.40
11/30/2019	US BANK CREDIT CARD	USB-OCT19-9	CC-CINTAS 60A SAPUNIFORMS SAN 2 DEPARTMENT	62-02-82700-291	26.40
Total 191130300:					5,614.53
Total 62:					5,614.53
63					
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-SEILER INSTRUMENT1 YR SEILER MAPPING SUPPORT/TPP SOFT	63-03-82000-290	217.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-CDW GOVT #VHL1423Adobe Software	63-03-82000-290	29.03
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-CDW GOVT #VJD6147Visio Software	63-03-82000-290	65.88
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-PAYPAL *MINICOMPUTEOutdoor Wireless Equipment	63-00-37200	54.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-PAYPAL *KARTECH LLCIndoor Wireless Equipment	63-00-37200	35.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-SQ *RECYCLETHATSTUFContracted Electronic Recycling	63-03-82000-290	55.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-1	CC-DNH*GODADDY.COMSecurity Certificate	63-03-82000-290	32.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-INSTITUTE OF TRANSPORTATIRENEWAL FEES-INSTITUTE OF TR	63-03-82000-330	80.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-PAYPAL *FOXWOLFWATEMS4 MANAGER MEETING REGISTRATIO	63-03-82000-330	55.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-2	CC-USPS PO 5602500943MAIL TAX ROLL NOTICES FOR PAST DUE UTI	63-03-82000-311	71.84
11/30/2019	US BANK CREDIT CARD	USB-OCT19-4	CC-PAYPAL *FOXWOLFWATEMS4 MANAGER MEETING REGISTRATIO	63-03-82000-330	55.00
11/30/2019	US BANK CREDIT CARD	USB-OCT19-9	CC-GAN*GANNETTWMEDIAADVCLASS I NOTICE - EVERGREEN DRIV	63-03-82000-320	72.35
Total 191130300:					822.10
Total 63:					822.10
Grand Totals:					99,708.82

Angie Cain, Secretary:



Date:



**TOWN OF GRAND CHUTE
SANITARY DISTRICT #1
2019 BUDGET STATEMENT
OCTOBER 2019**

	2019 BUDGET	CURRENT MONTH	2019 YTD	% BUDGET	REMAINING BUDGET
EXPENSES					
PERSONNEL	598,360	41,760	410,751	69%	187,609
OPERATIONS AND MAINTENANCE	5,697,577	50,685	2,588,320	45%	3,109,257
Subtotal-Operating Expense	6,295,937	92,445	2,999,072	48%	3,296,865
DEBT SERVICE	310,000	10,000	50,000	16%	260,000
CAPITAL IMPROVEMENTS	1,371,405	546,856	1,478,598	108%	(107,193)
Subtotal-Capital Expenses	1,681,405	556,856	1,528,598	91%	152,807
TOTAL EXPENSE	7,977,342	649,301	4,527,669	57%	3,449,673
REVENUES					
Operating Revenues	6,548,891	203,034	4,133,076	63%	2,415,815
Capital Revenues	85,625	124	447,505	523%	-361,880
TOTAL REVENUES	6,634,516	203,158	4,580,581	69%	2,053,935
Operating Net Income	252,954		1,134,004		

**TOWN OF GRAND CHUTE
SANITARY DISTRICT #2
2019 BUDGET STATEMENT
OCTOBER 2019**

	2019 BUDGET	CURRENT MONTH	2019 YTD	% BUDGET	REMAINING BUDGET
EXPENSES					
PERSONNEL	422,170	33,135	318,968	76%	103,202
OPERATIONS AND MAINTENANCE	2,682,120	160,356	1,482,861	55%	1,199,259
Subtotal-Operating Expense	3,104,290	193,491	1,801,829	58%	1,302,462
DEBT SERVICE	50,000	-	-	0%	50,000
CAPITAL IMPROVEMENTS	440,405	15,000	466,151	106%	(25,746)
Subtotal-Capital Expenses	490,405	15,000	466,151	95%	24,254
TOTAL EXPENSE	3,594,695	208,490	2,267,979	63%	1,326,716
REVENUES					
Operating Revenues	3,358,900	188,915	2,466,452	73%	892,448
Capital Revenues	84,625	-	202,505	239%	(117,880)
TOTAL REVENUES	3,443,525	188,915	2,668,957	78%	774,568
Operating Net Income	254,610		664,624		

**TOWN OF GRAND CHUTE
SANITARY DISTRICT #3
2019 BUDGET STATEMENT
OCTOBER 2019**

	2019 BUDGET	CURRENT MONTH	2019 YTD	% BUDGET	REMAINING BUDGET
EXPENSES					
PERSONNEL	326,490	26,070	233,746	72%	92,744
OPERATIONS AND MAINTENANCE	1,078,157	42,919	343,380	32%	734,777
Subtotal-Operating Expense	1,404,647	68,990	577,127	41%	827,521
DEBT SERVICE	600,000	165,000	425,000	71%	175,000
CAPITAL IMPROVEMENTS	3,964,155	485,669	2,017,854	51%	1,946,301
Subtotal-Capital Expenses	4,564,155	650,669	2,442,854	54%	2,121,301
TOTAL EXPENSE	5,968,802	719,658	3,019,980	51%	2,948,822
REVENUES					
Operating Revenues	3,117,600	218,510	2,400,108	77%	717,492
Capital Revenues	193,735	-	420,763	217%	-227,028
TOTAL REVENUES	3,311,335	218,510	2,820,871	85%	490,464
Operating Net Income	1,712,953		1,822,982		

**TOWN OF GRAND CHUTE
EAST SIDE UTILITY DISTRICT
2019 BUDGET STATEMENT
OCTOBER 2019**

	2019 BUDGET	CURRENT MONTH	2019 YTD	% BUDGET	REMAINING BUDGET
EXPENSES					
PERSONNEL	9,700	-	-	0%	9,700
OPERATIONS AND MAINTENANCE	29,870	34	6,454	22%	23,416
Subtotal-Operating Expense	39,570	34	6,454	16%	33,116
CAPITAL IMPROVEMENTS	-	-	-	0%	-
Subtotal-Capital Expenses	-	-	-	0%	0
TOTAL EXPENSE	39,570	34	6,454	16%	33,116
REVENUES					
Operating Revenues	44,066	6,037	43,347	98%	719
TOTAL REVENUES	44,066	6,037	43,347	98%	719
Operating Net Income	4,496	6,003	36,893		



AGENDA REQUEST
12/17/2019

TOPIC: Professional Services Agreement for completion of the UNPS&SW Planning Grant activities.

<input checked="" type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/> Reports <input type="checkbox"/> Closed Session <input type="checkbox"/> Ordinance/Resolution	Meeting: Sanitary District 3
Department Reporting: Public Works	Submitted By: Katie Schwartz, P.E., Director P.W.

ISSUE: Shall the Sanitary Commission approve the Professional Services Agreement with McMahon for completion of the UNPS&SW Planning Grant Activities in the amount of \$181,400.

BACKGROUND/ANALYSIS:

The Town obtained a new NR 216 Municipal Separate Storm Sewer System Permit (MS4) from the WDNR during 2019. This permit is the heart of the requirements and long terming planning for our stormwater management and pollution prevention program. In April the Sanitary Commission approved SD3-05-2019 and SD3-06-2019, resolutions of support and responsibility for the application and management of an Urban NonPoint Source and Storm Water (UNPS&SW) Planning Grant through the WDNR. The grant application, prepared and submitted by McMahon, was successful and the Town will be awarded a 33% cost share up to \$61,200 during 2020-2021 for completion of the planning activities as defined in the grant.

The proposed planning activities will provide the tools needed for long term compliance with our MS4 permit and stormwater management program. Development of a municipal stormwater program is a dynamic process and involves minimum control measures in the following areas:

- Pollution Prevention
- Illicit Discharge Detection and Elimination
- Public Involvement and Participation
- Public Education and Outreach
- Construction Site Pollutant Control
- Post Construction Storm Water Management

The above stormwater program items span not only various divisions of the Public Works Department, but GIS and Community Development/Building Inspection are largely involved as well. Having our Town Engineer be the key player in this important organizational improvement process will be instrumental in the efficiency and success of the final product as they are currently involved in these day-to-day operations and have first-hand knowledge of our current systems. McMahon is instrumental in our stormwater management program as a whole and was the reason that our grant application was successful. Their stormwater management group is an invaluable resource and it is in the Town's best interest to continue our partnership with them to improve our stormwater management program.

RECOMMENDATION: Staff recommends approval of the Professional Services Agreement with McMahon for completion of the UNPS&SW Planning Grant Activities in the amount of \$181,400 conditioned upon formal WDNR approval.

FISCAL IMPACT: BUDGET / GRANT

The stormwater planning grant spans a two-year cycle from 2020 to 2021. The total eligible costs as outlined in the application are \$181,400 with \$61,200 (33%) of that to be reimbursed by the State through the grant. The 2020 SAN 3 budget includes \$75,000 for professional services associated with the WDNR planning grant work in 63-03-82000-210 (Professional Services).

ATTACHMENTS:

Attachment No. 1 - McMahon Agreement for Professional Services

Attachment No. 2 - WDNR Memo with grant scoring

Attachment No. 3 - WDNR email dated December 4, 2019

Attachment No. 4 - Copies of approved resolutions of support and responsibility



AGREEMENT

For PROFESSIONAL SERVICES

Town of Grand Chute
1900 W. Grand Chute Blvd.
Grand Chute, WI 54913-9613

Date: November 8, 2019

McM. No. To Be Determined

PROJECT DESCRIPTION:

The Town of Grand Chute obtained a new NR 216 Municipal Separate Storm Sewer System Permit (MS4) from the Wisconsin Department of Natural Resources (WDNR) during 2019. These proposed planning activities will assist the Town with the new MS4 Permit compliance. In addition, these planning activities will provide the tools needed for long-term Total Phosphorus (TP) and Total Suspended Solids (TSS) reductions in Apple Creek, Bear Creek, Fox River and Mud Creek.

Apple Creek is a 303(d) impaired water body that is impacted by nonpoint source pollution. Apple Creek is 303(d) listed due to TP and TSS pollutants. Apple Creek's attainable use is Warm Water Forage Fishery (WWFF). Currently, Apple Creek is not supporting its attainable uses. A Total Maximum Daily Load (TMDL) for TP and TSS pollutants was developed and approved for Apple Creek and the associated Lower Fox River Basin.

Bear Creek is a 303(d) impaired water body that is impacted by nonpoint source pollution. Bear Creek is 303(d) listed due to TP pollutants. Bear Creek's attainable use is Warm Water Forage Fishery (WWFF). Currently, Bear Creek is not supporting its attainable uses. A Total Maximum Daily Load (TMDL) for TP and TSS pollutants is anticipated for completion during 2020 for Bear Creek and the associated Upper Fox & Wolf River Basins.

The Fox River is a 303(d) impaired water body that is impacted by point and nonpoint source pollution. The Fox River is 303(d) listed due to TP pollutants. The Fox River's attainable use is Warm Water Sport Fishery (WWSF). Currently, the Fox River is not supporting its attainable uses. A Total Maximum Daily Load (TMDL) for TP and TSS pollutants was developed and approved for the Fox River and the associated Lower Fox River Basin.

Mud Creek is a 303(d) impaired water body that is impacted by point and nonpoint source pollution. Mud Creek is 303(d) listed due to TP and TSS pollutants. Mud Creek's attainable use is Fish and Aquatic Life (FAL). Currently, Mud Creek is not supporting its attainable uses. A Total Maximum Daily Load (TMDL) for TP and TSS pollutants was developed and approved for Mud Creek and the associated Lower Fox River Basin.

As part of this planning grant, the Town intends to (1) update its construction site erosion control program, (2) update its post-construction stormwater management ordinance, (3) update its post-construction stormwater management program, (4) update its Stormwater Quality Management Plan / TMDL Implementation Plan, (5) update its municipal separate storm sewer system (MS4) mapping, (6) evaluate and update its pollution prevention program, (7) update its public education and outreach program, (8) develop a parking control ordinance, (9) evaluate stormwater financing, and (10) prepare hydrologic and hydraulic modeling.

The Town was recently awarded an Urban Non-Point Source & Storm Water (UNPS&SW) Planning Grant by the WDNR for these stormwater planning activities. The purpose of this proposal is to assist the Town with completion of these UNPS&SW Planning Grant activities. Public education and public involvement will be integral to the proposed planning activities.

SCOPE OF SERVICES:

Development of a municipal stormwater program is a dynamic process due to the many opportunities for public education and participation. Ultimately, the Town will determine the level of effort associated with each task or scope of services. Based on the UNPS&SW Planning Grant application and MS4 Permit requirements, McMAHON

Associates, Inc. agrees to provide the following Scope Of Services for this project:

- McMAHON will attend kick-off meeting. The purpose of the meeting is to discuss the scope of work, schedule, goals, concerns, available information, and potential stormwater components.
 - Construction Site Erosion Control Program
 - Update Town procedures for plan reviews, site inspections, and permit issuance based on new MS4 Permit requirements.
 - Meet with the Town to provide guidance and technical expertise.
 - Prepare presentations and facilitate discussions during public meetings, as needed.
 - Post-Construction Stormwater Management Ordinance
 - Update the Post-Construction Stormwater Ordinance for Bear Creek TMDL. Evaluate advantages and disadvantages of including full versus partial TMDL phosphorus reductions goals in ordinance. Consider available technology, infiltration feasibility, costs to developers / landowners, and costs to Town due to developer / landowner's TP reduction shortfall.
 - Meet with the Town to provide guidance and technical expertise.
 - Prepare presentations and facilitate discussions during public meetings, as needed.
 - Post-Construction Stormwater Management Program
 - Update Town procedures for plan review, long-term maintenance agreements, and permit issuance based on new MS4 Permit requirements.
 - Update Town procedures for tracking long-term maintenance activities of private BMP owners based on new MS4 Permit requirements.
 - Meet with the Town to provide guidance and technical expertise.
 - Prepare presentations and facilitate discussions during public meetings, as needed.
 - Stormwater Quality Management Plan / TMDL Implementation Plan
 - Update maps of municipal boundary, watershed, catchments, soils, land use, natural resources, cultural resources, environmental hazards, storm sewers, culverts/bridges, structural best management practices, surface drainage, municipally-owned properties (undeveloped land, public schools, parks, wells, municipal facilities, etc.), WPDES Industrial Permits, and exlusions.
 - Inventory long-term maintenance agreements or legal authority for private BMPs. Identify private BMPs without legal authority, for which the Town desires to include in its water quality analysis.
 - Assist with inter-governmental agreements for public BMPs, for which the Town or adjoining municipality desires to include in its water quality analysis for developed urban area.
 - Update the Stormwater Quality Management / TMDL Implementation Plan for the Town's entire developed urban area based upon Lower Fox TMDL, Upper Fox TMDL (Bear Creek), NR 151.13, DNR Technical Standards, and DNR guidance documents.
 - Bear Creek has a draft TMDL for TSS and TP pollutants, which is not yet approved by EPA. EPA approval of the Bear Creek TMDL (i.e. Upper Fox & Wolf River TMDL) is anticipated during 2019.
 - Evaluate stormwater quality using the Source Loading and Management Model (WinSLAMM).
 - Evaluate TSS and TP pollutants for each impaired water body.
 - Evaluate the following conditions: no controls, 2008 BMPs, 2020 BMPs, and future BMPs for TMDL implementation plan.
 - Evaluate benefits of potential structural and non-structural Best Management Practices (BMPs).
 - Prepare a preliminary concept drawing and opinion of probable cost for structural BMP retrofits.
 - Rank potential structural BMP retrofits based upon cost to water quality reduction benefit.
 - Evaluate stormwater quality alternatives for the Town's developed urban area.
 - Update town-wide TMDL implementation plan and schedule, which is to include Bear Creek.
 - Meet with the Town to provide guidance and technical expertise. Assist with public education.
 - Prepare presentations and facilitate discussions during public meetings, as needed.
-

- **Municipal Separate Storm Sewer (MS4) Map**
 - Perform needs assessment for GIS mapping. Assessment will identify data, software, staff utilization, data management requirements, and use values for the information. Prepare implementation plan which will provide long-term guidance for moving forward with integrating data sources and needs into a centralized GIS platform. Meet with Town to provide guidance and technical expertise.
 - Assist with updating municipal separate storm sewer system (MS4) map. For system components not mapped or missing attribute data, obtain following data:
 - Field survey about 1,500 components (i.e. manholes, inlets, pipes / culverts, etc.).
 - Determine horizontal coordinates (0.05 foot horizontal accuracy), vertical surface elevation (0.07 foot vertical accuracy), structure type (i.e. manhole, inlet, yard drain), structure depth, structure size, structure material, structure condition, structure installation date, pipe invert, pipe size, pipe material, pipe slope, pipe end treatment, pipe installation date.
 - Develop GIS attribute database and interactive map from field survey and data collection.
 - Inventory available design plans, drainage plans, record drawings, Stormwater Management Plans, Operation & Maintenance Plans, legal authority for long-term private BMP maintenance, and long-term BMP inspection reports. Attach a pdf copy to GIS database.

 - **Pollution Prevention Program**
 - Evaluate leaf management program. The Town may be eligible for numerical TP reductions for this program based on new DNR guidance and MS4 Permit requirements.
 - Update municipal BMP inspection and maintenance program procedures to improve documentation based on new MS4 Permit requirements.
 - Update street sweeping procedures based on street sweeping ordinance. The Town will be eligible for numerical TSS and TP reductions for this program update.
 - Update catch basin cleaning procedures. The Town may be eligible for numerical TSS and TP reductions for this program update.
 - The Town's written procedures will be updated to maintain MS4 Permit compliance.
 - Meet with the Town to provide guidance and technical expertise. Assist with public education.
 - Prepare presentations and facilitate discussions during public meetings, as needed.

 - **Public Education & Outreach Program**
 - The draft WI-S050075-3 Permit contains new public education and outreach program requirements. The Town's written procedures will be updated to maintain MS4 Permit compliance.
 - Meet with the Town to provide guidance and technical expertise. Assist with public education.
 - Prepare presentations and facilitate discussions during public meetings, as needed.

 - **Parking Control Ordinance**
 - Develop a Parking Control Ordinance for the Town's street sweeping program.
 - Meet with the Town to provide guidance and technical expertise. Assist with public education.
 - Prepare presentations and facilitate discussions during public meetings, as needed.

 - **Storm Water Financing Feasibility Analysis**
 - Prepare financing feasibility analysis which includes the following:
 - Local storm water program budget covering implementation of applicable elements of NR 151 performance standards (e.g. capital costs, O&M, debt service, administrative, outreach, etc.), a financial analysis of alternative funding mechanisms for each program element, and a plan that identifies/recommends how each program element is/will be funded, particularly TMDL.
 - Develop buy-in cost or fee-in-lieu policy for Town-owned regional ponds.
 - Review and update Town's stormwater utility credit policy to provide financial incentive for rate payers. For example, encourage landowners to provide annual maintenance records for privately owned BMPs in order to maintain credit eligibility.
 - Meet with the Town to provide guidance and technical expertise. Assist with public education.
-

- Prepare presentations and facilitate discussions during public meetings, as needed.
- Hydrologic & Hydraulic Modeling
 - Develop a hydrologic and hydraulic model of major components of the Town's MS4.
 - Use MS4 mapping and GIS attribute database to develop the hydrologic and hydraulic model.
 - Include major system components in model such as urban drainages areas of 50 acres or larger, pipe diameters of 30-inches or larger for residential land uses, and points of interest (structural BMP retrofit locations, significant low areas).
 - Evaluate the 1 and 2-year, 24-hour design storms to assist with peak flow evaluations, evaluate how individual system components interact and affect overall performance, and evaluate the impacts of potential stormwater quality retrofits in the future.
 - Summarize hydrologic and hydraulic analysis for 1 and 2-year, 24-hour design storms.
 - Prepare tabular summary and figures.
- McMAHON will attend meetings and coordinate with Town staff and Wisconsin Department of Natural Resource (WDNR) staff, as needed. McMAHON will also attend Town Stormwater Utility meetings, as needed.

Items Not Included in the Scope of Services:

- Archaeological, historical, endangered/threatened species, geotechnical, groundwater, wetland, and environmental investigations.
- Boundary surveys, plats, Certified Survey Maps, easements, deeds, and rezoning.
- Design, plan sets, permitting, specifications, bidding and construction services.

SPECIAL TERMS: (Refer Also To General Terms & Conditions - Attached)

The Scope Of Services and fee is based upon the understanding that the Town will provide the following:

- A single contact person.
- Sanitary, water main, and storm sewer maps in ACAD or GIS compatible format.
- Copies of available plans for stormwater facilities, streets and utilities, including relevant reports.

COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMAHON Associates, Inc. agrees to provide the Scope Of Services described above for following compensation:

Rates Per Attached Fee Schedule (time and expense): **\$181,400**

COMPLETION SCHEDULE:

McMAHON Associates, Inc. agrees to complete services by November 30, 2021 or as mutually agreed.

ACCEPTANCE:

The General Terms & Conditions And The Scope Of Services (Defined In The Above Agreement) Are Accepted, and McMAHON Associates, Inc. Is Hereby Authorized To Proceed With The Services.

The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.

OWNER: Town of Grand Chute

By:

(Authorized Signature)

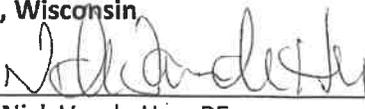
Title:

Date:

McMAHON ASSOCIATES, INC.

Neenah, Wisconsin

By:



Nick Vande Hey, PE

Title:

VP/Sr. Municipal & Water Resource Eng.

Date:

November 8, 2019

Please Return One Copy For Our Records

Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956

Mailing Address: P.O. Box 1025 - NEENAH, WI 54957-1025

PH 920-751-4200 ▪ FX 920-751-4284 ▪ WWW.MCMGRP.COM



McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.
2. The stated fees and Scope Of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.
3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.
5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.
6. McMAHON will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury.....	\$1,000,000
Property Damage	\$1,000,000
Professional Liability Coverage	\$2,000,000

If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to \$500,000.

7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.
8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.
9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.
10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications, and represent our professional judgment. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.
13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.
14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMAHON shall have no responsibility for such issues or resulting damages.

FEE SCHEDULE | 2019

McMAHON ASSOCIATES, INC.

Issued: 01/02/2019 | Rv 04/11/2019

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$167.00 - \$215.00
Senior Project Manager	\$167.00
Project Manager	\$138.00 - \$154.00
Senior Engineer	\$146.00 - \$154.00
Engineer	\$80.00 - \$136.00
Senior Engineering Technician	\$106.00 - \$116.00
Engineering Technician	\$75.00 - \$97.00
Senior Architect	\$157.00
Architect	\$110.00 - \$132.00
Senior Land Surveyor	\$107.00 - \$138.00
Land Surveyor	\$98.00
Land Surveyor Technician	\$77.00 - \$87.00
Surveyor Apprentice	\$55.00
Erosion Control Technician	\$75.00
Senior Hydrogeologist	\$167.00
Senior Ecologist	\$159.00
Environmental Scientist	\$80.00 - \$88.00
Senior G.I.S. Analyst	\$131.00
G.I.S. Analyst	\$84.00
Wetland Delineator	\$90.00
Senior Designer	\$114.00
Designer	\$74.00 - \$98.00
On-Site Project Representative	\$66.00
Plan Review	\$116.00
Certified Grant Specialist	\$117.00
Graphic Designer	\$87.00
Senior Administrative Assistant	\$84.00
Administrative Assistant	\$67.00
Intern	\$54.00
Professional Witness Services	\$305.00

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

**NEENAH, WISCONSIN
CORPORATE HEADQUARTERS**

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025

Ph 920.751.4200 | Fax 920.751.4284

Email: MCM@MCMGRP.COM
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115
Ph 815.636.9590 | Fax 815.636.9591

Email: McMAHON@MCMGRP.NET
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2
VALPARAISO, IN 46385
Ph 219.462.7743 | Fax 219.464.8248

Email: MCM@MCMGRP-IN.COM
Web: WWW.MCMGRP.COM

REIMBURSABLE EXPENSES SCHEDULE | 2019

McMAHON ASSOCIATES, INC. Issued: 01/02/2019 | Rv 04/01/20 | Rv 04/11/2019

DESCRIPTION	RATE
REIMBURSABLE EXPENSES:	
Commercial Travel	1.1 of Cost
Delivery & Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost
Terrestrial Laser Scanner	\$500.00/Day
REIMBURSABLE UNITS:	
Large Format Paper Copies:	
Black & White:	
▪ Up To 24" x 30"	\$0.60/Sheet
▪ 24" x 36"	\$0.70/Sheet
▪ 30" x 42"	\$1.00/Sheet
▪ 36" x 48"	\$1.35/Sheet
Color:	
▪ Color - 17" x 22"	\$5.00/sheet
▪ Color - 22" x 34"	\$10.00/sheet
▪ Color - 24" x 36"	\$10.00/Sheet
▪ Color - 36" x 48"	\$20.00/Sheet
Photocopy Charges - Black & White	\$0.07/Image
Photocopy Charges - Color / 8½" x 11"	\$0.45/Image
Photocopy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Mileage	\$.65/Mile
Mileage - Truck/Van	\$0.85/Mile
All-Terrain Vehicle	\$60.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Global Positioning System (GPS) Mobilization	\$100/Each
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.40/Each
Survey Lath	\$0.65/Each
Survey Paint	\$4.50/Can
Survey Ribbon	\$2.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.00/Each
Survey Rebars - 5/8"	\$2.50/Each
Survey Iron Pipe - 1"	\$2.75/Each
Survey Plastic or Fiberglass Fence Post - 1"	\$2.75/Each
Survey Steel Fence Post - 1"	\$4.25/Each
Control Spikes	\$1.00/Each

Services subcontracted will be billed to the Owner at invoice cost plus 12%.

Use of special equipment, such as computers, television and sewer cleaning devices, soil density testers, flow meters, samplers, dippers, etc., will be charged to the project per the standard Equipment Rate Schedule, which is available upon request.

**NEENAH, WISCONSIN
CORPORATE HEADQUARTERS**

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025

Ph 920.751.4200 | Fax 920.751.4284

Email: MCM@MCMGRP.COM
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115

Ph 815.636.9590 | Fax 815.636.9591

Email: McMAHON@MCMGRP.NET
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2
VALPARAISO, IN 46385

Ph 219.462.7743 | Fax 219.464.8248

Email: MCM@MCMGRP-IN.COM
Web: WWW.MCMGRP.COM

CORRESPONDENCE/MEMORANDUM

DATE: September 20, 2019

TO: Land and Water Conservation Board (LWCB) and Advisors

FROM: Mary Anne Lowndes
Runoff Management Section, DNR

SUBJECT: DNR Scoring of Urban Nonpoint Source & Storm Water Management - Planning Applications for Calendar Year (CY) 2020 Funding

Recommended Action: DNR staff request that the Land and Water Conservation Board make recommendations on the DNR funding of UNPS-Planning applications.

Summary: Through this memo, the DNR is informing the LWCB of Urban Nonpoint Source & Storm Water Management (UNPS) grant application scores for projects to be considered for CY 2020 grant funding. Scoring results for projects being considered for calendar year CY 2020 funding are presented in the attached table.

The DNR funds UNPS projects under authority of s. 281.66, Wis. Stats. The purpose of this program is to control polluted runoff from urban project areas. Funds may be used for two types of projects: 1. Construction projects (may also include land acquisition) and 2. Planning projects. Each project type has its own application process and funding source. Consequently, construction projects and planning projects do not compete against each other for funding.

Beginning in January 2016, the DNR began implementing an alternating schedule for UNPS Planning and UNPS Construction grants. UNPS Planning grant applications were solicited in 2019 for the CY 2020 award cycle. The UNPS Construction grant application will be available in 2020 for CY 2021 awards. Due to the alternating schedule for the UNPS grants, only the scoring and ranking summary for UNPS Planning projects is provided here.

Scoring and Ranking Summary to Date for UNPS – Planning Projects:

The maximum state cost share per successful application is \$85,000.

- Thirty-two (32) applications were submitted; all are eligible for funding.
- Grant requests for the 32 applications total \$1,708,086.
- Based on available funding, the Department has allocated \$974,122 to fund the CY 2020 UNPS Planning projects. This will fully fund seventeen (17) of the 32 projects.

The attached table shows the current rank order of UNPS-Planning applications.

Once the *2020 Joint Final Allocation Plan* is signed, the DNR will develop grant agreements for successful applications. During the grant agreement development process, funding amounts may be adjusted as necessary to reflect final cost-share rates and eligible project components.

Materials Provided: *UNPS-Planning Scoring and Rank for CY 2020*

UNPS-Planning Grant Application Scoring by Rank for 2020

Rank	Applicant	Project Name	Region	Score	Total Eligible Costs	Requested State Share	Cumulative Request
1	North Fond du Lac, Village	Stormwater Quality Master Plan	NER	110.0	\$ 73,900	\$ 29,560	\$ 29,560
2	Schofield, City	Stormwater Quality Management Plan Update	WCR	108.9	\$ 123,540	\$ 61,770	\$ 91,330
3	Grand Chute, Town	MS4 & TMDL Planning	NER	108.5	\$ 181,400	\$ 61,200	\$ 152,530
4	Thiensville, Village	Storm Water Management Plan and TMDL Update	SER	108.0	\$ 154,185	\$ 77,093	\$ 229,623
5	Appleton, City	Citywide Stormwater Management Plan	NER	105.8	\$ 181,745	\$ 75,000	\$ 304,623
6	Rice Lake, City	Municipal Storm Sewer (MS4) GIS System	NOR	104.0	\$ 82,000	\$ 41,000	\$ 345,623
7	Baraboo, City	Update 2007 Storm Water Quality Management Plan	SCR	103.5	\$ 88,578	\$ 31,000	\$ 376,623
8	Kronenwetter, Village	Stormwater Quality Management Plan Update	WCR	101.0	\$ 134,460	\$ 67,230	\$ 443,853
9	Marathon, County	Stormwater Quality Plan Update	WCR	101.0	\$ 129,460	\$ 64,730	\$ 508,583
10	Mosinee, City	Stormwater Management Plan - TMDL Analysis & Recommendations	WCR	101.0	\$ 84,020	\$ 42,010	\$ 550,593
11	Merrill, City	Stormwater Quality Management Plan Update	NOR	101.0	\$ 137,710	\$ 68,855	\$ 619,448
12	Weston, Village	Stormwater Quality Management Plan Update	WCR	100.0	\$ 144,560	\$ 72,280	\$ 691,728
13	Glendale, City	TMDL Stormwater Plan	SER	97.1	\$ 92,200	\$ 46,000	\$ 737,728
14	Greenville, Town	Wolf River Basin Planning Grant	NER	96.5	\$ 100,000	\$ 50,000	\$ 787,728
15	Oshkosh, City	Citywide Stormwater Management Plan	NER	96.5	\$ 155,327	\$ 77,664	\$ 865,392
16	West Allis, City	Storm Water Management Plan Update	SER	96.2	\$ 117,520	\$ 58,760	\$ 924,152
17	Marshfield, City	Stormwater Management Plan - TMDL Analysis & Recommendations	WCR	96.0	\$ 99,940	\$ 49,970	\$ 974,122
18	West Central WI Regional Planning Commission	Rain to Rivers of Western Wisconsin: Public Education & Outreach Program	WCR	95.4	\$ 100,000	\$ 50,000	\$ 1,024,122

UNPS-Planning Grant Application Scoring by Rank for 2020

Rank	Applicant	Project Name	Region	Score	Total Eligible Costs	Requested State Share	Cumulative Request
19	Wauwatosa, City	Storm Water Management Plan Update	SER	94.0	\$ 175,020	\$ 84,900	\$ 1,109,022
20	Fitchburg, City	TMDL Analysis and Recommendations	SCR	93.0	\$ 118,720	\$ 59,360	\$ 1,168,382
21	Bellevue, Village	TMDL Implementation Planning Grant	NER	92.0	\$ 100,000	\$ 50,000	\$ 1,218,382
22	Milwaukee Metropolitan Sewerage District	Respect Our Waters Storm Water Education Program – Milwaukee River Basin	SER	92.0	\$ 210,000	\$ 85,000	\$ 1,303,382
23	River Falls, City	Collins Outfall Reconstruction Planning	WCR	91.8	\$ 31,000	\$ 15,500	\$ 1,318,882
24	La Crosse, City	MS4 Compliance Implementation Plan	WCR	87.4	\$ 135,000	\$ 67,500	\$ 1,386,382
25	Watertown, City	Conservation Subdivision	SCR	84.0	\$ 22,308	\$ 11,154	\$ 1,397,536
26	Kenosha, City	Water Quality Master Plan and MS4 Permit Compliance Activities	SER	83.8	\$ 243,376	\$ 85,000	\$ 1,482,536
27	Menomonie, City	2020 TMDL Addendum to Urban Stormwater Plan	WCR	83.2	\$ 39,132	\$ 19,400	\$ 1,501,936
28	West Salem, Village	MS4 Storm Water Management Plan	WCR	80.2	\$ 86,775	\$ 43,000	\$ 1,544,936
29	Richfield, Village	TMDL Storm Water Management Plan	SER	79.6	\$ 37,008	\$ 18,150	\$ 1,563,086
30	Racine, City	Stormwater Quality Improvement Planning	SER	74.7	\$ 55,000	\$ 27,500	\$ 1,590,586
31	Racine, County	Respect Our Waters Public Education and Outreach – Root Pike Watershed	SER	72.5	\$ 180,375	\$ 85,000	\$ 1,675,586
32	Kewaunee, City	Storm Water Utility	NER	65.9	\$ 65,000	\$ 32,500	\$ 1,708,086

Fully-funded state share

Funding not available

Katie A. Schwartz

From: Evensen, Eric D - DNR <Eric.Evensen@wisconsin.gov>
Sent: Wednesday, December 4, 2019 1:48 PM
To: Nick Vande Hey
Cc: Katie A. Schwartz
Subject: RE: 2020 UNPS&SW Planning Grant - Town of Grand Chute

Hi Nick,

I did review your Agreement for Professional Services between McMahon and the Town of Grand Chute. Everything listed in the grant application was included in the PSA and the document looks good. I have a question in to central office on whether or not I can provide written conditional approval prior to the grant being awarded but have not heard back yet. Either way the PSA looks good and should be approved as soon as I am allowed. Thank you!

Eric

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Eric Evensen
 Cell: (920) 240-5058
Eric.Evensen@wisconsin.gov

From: Nick Vande Hey <NVandehey@mcmgrp.com>
Sent: Tuesday, December 03, 2019 1:59 PM
To: Evensen, Eric D - DNR <Eric.Evensen@wisconsin.gov>
Cc: Katie Schwartz (katie.schwartz@grandchute.net) <katie.schwartz@grandchute.net>
Subject: Re: 2020 UNPS&SW Planning Grant - Town of Grand Chute

Eric,

Do you think we will receive DNR feedback or approval before next week Wednesday? Next Wednesday is the deadline for finalizing the Town's December meeting agenda. If not, we'll have to wait until the Town's January meeting agenda. Let know. Thanks. Nick

On Nov 11, 2019, at 5:24 PM, Nick Vande Hey <NVandehey@mcmgrp.com> wrote:

Eric,

Attached is the Professional Services Agreement (PSA) for the Town of Grand Chute's UNPS&SW Planning Grant, which is titled MS4 & TMDL Planning on the attached ranking list for 2020. Please review and approve for conformance with the Town's grant application. We wanted to provide ample time for WDNR to review the draft PSA before Town Staff takes to the Town Board / Sanitary Commission during one of their regularly scheduled meetings in December 2019.

The Town understands that no work can begin until after January 1, 2020. Also, the Town understands that the grant contract between WDNR and the Town is forthcoming yet. No work will begin until after the grant contract between the WDNR and Town is executed.

Let us know if you have questions. Thanks.

Nick Vande Hey, P.E.

VICE PRESIDENT
SENIOR MUNICIPAL & WATER RESOURCES ENGINEER

<image001.jpg>

McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Office: 920.751.4200 EXT 228 MCMGRP.COM
Mobile: 920.850.1871

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<UNPS2020FinalCoverMemo.pdf>

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**TOWN OF GRAND CHUTE
SANITARY DISTRICT NO. 3
(OUTAGAMIE COUNTY, STATE OF WISCONSIN)
RESOLUTION SD3-05-2019**

SUPPORT FOR RUNOFF MANAGEMENT GRANT

WHEREAS, the Town of Grand Chute Sanitary District Commission recognizes that urban non-point source pollution has the potential to degrade surface water quality and impact designated uses for Apple Creek, Bear Creek, Fox River and Mud Creek; and

WHEREAS, the Apple Creek, Bear Creek, Fox River and Mud Creek are 303(d) listed water bodies that are impaired by excess total suspended solids (TSS) and total phosphorus (TP) pollutants; and

WHEREAS, the Town of Grand Chute Sanitary District Commission desires to conduct the following stormwater planning activities in order to reduce pollutants from urban non-point sources and improve water quality in these impaired water bodies:

- Update existing post-construction stormwater management ordinance and program based on Bear Creek Total Maximum Daily Load (TMDL) and new Municipal Separate Storm Sewer System (MS4) Permit requirements,
- Develop a parking control ordinance for the street sweeping program,
- Develop a dedicated revenue source, which consists of a buy-in cost for Town-owned regional ponds,
- Update existing MS4 storm sewer system mapping, including requirements contained in new MS4 Permit,
- Update existing stormwater quality analysis and TMDL implementation plan for the Town's entire developed urban area based on Bear Creek TMDL and new MS4 Permit requirements,
- Perform stormwater quantity (hydrologic and hydraulic) analysis for portions of Town's developed urban area,

WHEREAS, the local-share funds for the project are already included specifically in the Town's adopted budget;

THEREFORE, BE IT RESOLVED, that the Town of Grand Chute Sanitary District Commission hereby supports submittal of an Urban Non-Point Source & Storm Water (UNPS&SW) Planning Grant Application to the Wisconsin Department of Natural Resources (DNR) for these planning activities.

Passed and approved this 4 day of April, 2019

SANITARY DISTRICT NO. 3

David A. Schowalter

By: David A. Schowalter
President

Angie Cain

By: Angie Cain
Secretary

TOWN OF GRAND CHUTE
SANITARY DISTRICT NO. 3
(OUTAGAMIE COUNTY, STATE OF WISCONSIN)
RESOLUTION SD3-06-2019

RESPONSIBILITY FOR RUNOFF MANAGEMENT GRANT

WHEREAS, the Town of Grand Chute Sanitary District Commission is interested in acquiring a Grant from the Wisconsin Department of Natural Resources (WDNR) for the purpose of implementing measures to control urban storm water runoff pollution sources (as described in the application & pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 153, and 155); and,

WHEREAS, a cost-sharing grant is required to carry out the project:

THEREFORE, BE IT RESOLVED, that the Town of Grand Chute Sanitary District Commission

HEREBY AUTHORIZES the Director of Public Works, Public Works Department to act on behalf of the Town of Grand Chute to:

- Sign and submit an application to the WDNR for any financial aid that may be available;
- Sign a grant agreement between the Town of Grand Chute and the WDNR;
- Sign and submit reimbursement claims along with necessary supporting documentation;
- Sign and submit interim and final reports and other documentation as required by the grant agreement; and
- Take necessary action to undertake, direct and complete the approved project.

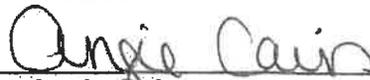
BE IT FURTHER RESOLVED that the Town of Grand Chute Sanitary District Commission shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Passed and approved this 4 day of April, 2019

SANITARY DISTRICT NO. 3



By: David A. Schowalter
President



By: Angie Cain
Secretary

TOWN OF GRAND CHUTE
TBR-23-2019

AND

TOWN OF GRAND CHUTE SANITARY DISTRICT NO. 1
SD1-03-2019

WHEREAS, the Town of Grand Chute Sanitary District No. 1 is in need of moneys to complete municipal projects, including miscellaneous water main replacements and water system improvements in the amount of approximately \$3,409,254, and,

WHEREAS, the Town of Grand Chute is in the immediate process of obtaining loan proceeds from and through the issuance of municipal notes; and,

WHEREAS, there are known economies of scale for the Town of Grand Chute to borrow moneys by municipal notes, to include the aforementioned Town of Grand Chute Sanitary District No. 1, within its planned overall issue size of *\$(final par amount to be inserted)*, the market conditions being advantageous for larger note issues at potentially lower rates of interest and to save on costs of issuance; and,

WHEREAS, all of the aforementioned projects benefit the Town of Grand Chute in that the Sanitary District No. 1, is a municipal entity within the Town of Grand Chute providing water services to the Town residents and Town businesses; and,

WHEREAS, all of the aforementioned projects directly promote the health, welfare and safety of the residents of Town of Grand Chute; and,

WHEREAS, a determination has been made by the Town of Grand Chute and the Town of Grand Chute Sanitary District No.1 that it is in the best interest of said Town and said Sanitary District to have the Town of Grand Chute borrow moneys by municipal notes and to further loan a portion thereof to the Sanitary District, for cost effectiveness, cost savings and better interest rate, both to the Town and Sanitary Districts and increased benefit in terms of health and welfare to the residents of the Town and Sanitary Districts.

NOW, THEREFORE, in consideration of the foregoing preamble, the same adopted herein by reference, it is agreed between the Town of Grand Chute (hereinafter called the "TOWN" and the Town of Grand Chute Sanitary District No. 1, hereinafter called the "SANITARY DISTRICT") as follows:

- 1.) On the 17th day of December, 2019, the Town will award the sale of its *\$(final par amount to be inserted)* general obligation promissory notes (the "Notes") through a competitive sale conducted by Ehlers & Associates Inc. The closing of the Notes is anticipated to be

December 30, 2019. At closing, \$(SD #1 final portion of notes to be inserted) of the par amount will be loaned to the Sanitary District.

2.) Said \$(SD #1 final portion of notes to be inserted) of loan indebtedness of the TOWN shall be repaid over ten (10) years of principal and interest amortization with the interest rate to be determined as of December 17, 2019.

3.) Of the total note issue in the amount of \$(final par amount to be inserted), \$(SD #1 final portion of notes to be inserted) thereof is being obtained by the TOWN to and for the benefit of the SANITARY DISTRICT, according to and for the reasons set forth in the foregoing preamble.

4.) This document shall act as the further loan effective December 30, 2019, from the TOWN to the SANITARY DISTRICT, of the sum of \$(SD #1 final portion of notes to be inserted) of the aforementioned sum of \$(final par amount to be inserted), being a loan of to Sanitary District No. 1. A schedule of principal and interest payments for the (SD #1 final portion of notes to be inserted) loan is attached hereto as Exhibit A. By signature hereto, the SANITARY DISTRICT agrees to be responsible for the semi-annual and annual amortization of principal and interest payments due on their portion of the loan. By signature hereto, the SANITARY DISTRICT pledges to the TOWN all special assessments that the SANITARY DISTRICT will receive, now and in the future, in repayment of the SANITARY DISTRICT'S expenditures of the above moneys in the amount of (SD #1 final portion of notes to be inserted). In addition thereto, the SANITARY DISTRICT agrees to pledge any additional amount of water system revenues received as necessary for their portion of the costs for the aforementioned purpose to and for the benefit of the TOWN.

5.) The TOWN and SANITARY DISTRICT do hereby enter into this Agreement, the same to be effective from and after the date of December 17, 2019.

6.) The SANITARY DISTRICT, by its signature hereto, represents to the TOWN that it has the requisite statutory authority to borrow said money from the TOWN, and the borrowing by the SANITARY DISTRICT is within the borrowing limitation imposed upon a Wisconsin municipal corporation by the State Constitution/Wisconsin Statutes.

7.) The TOWN and SANITARY DISTRICT further agree that this document shall act as an agreement (an inter-municipal agreement) under Section 66.0301 of the Wisconsin Statutes.

Dated this 17th day of December, 2019 as to the Town of Grand Chute.

David A. Schowalter
Town Chairman

Angie Cain
Town Clerk

Dated this 17th day of December, 2019 as to the Town of Grand Chute Sanitary District No. 1.

David A. Schowalter
Commission President

Angie Cain
Commission Secretary

TOWN OF GRAND CHUTE
TBR-24-2019

AND

TOWN OF GRAND CHUTE SANITARY DISTRICT NO. 3
SD3-11-2019

WHEREAS, the Town of Grand Chute Sanitary District No. 3 is in need of moneys to complete municipal projects, including miscellaneous storm water management system improvements in the amount of approximately \$2,955,496, and,

WHEREAS, the Town of Grand Chute is in the immediate process of obtaining loan proceeds from and through the issuance of municipal notes; and,

WHEREAS, there are known economies of scale for the Town of Grand Chute to borrow moneys by municipal notes, to include the aforementioned Town of Grand Chute Sanitary District No. 3, within its planned overall issue size of *\$(insert final par amount)*, the market conditions being advantageous for larger note issues at potentially lower rates of interest and to save on costs of issuance; and,

WHEREAS, all of the aforementioned projects benefit the Town of Grand Chute in that the Sanitary District No. 3, is a municipal entity within the Town of Grand Chute providing storm water management system services to the Town residents and Town businesses; and,

WHEREAS, all of the aforementioned projects directly promote the health, welfare and safety of the residents of Town of Grand Chute; and,

WHEREAS, a determination has been made by the Town of Grand Chute and the Town of Grand Chute Sanitary District No. 3 that it is in the best interest of said Town and said Sanitary District to have the Town of Grand Chute borrow moneys by municipal notes and to further loan a portion thereof to the Sanitary District, for cost effectiveness, cost savings and better interest rate, both to the Town and Sanitary Districts and increased benefit in terms of health and welfare to the residents of the Town and Sanitary Districts.

NOW, THEREFORE, in consideration of the foregoing preamble, the same adopted herein by reference, it is agreed between the Town of Grand Chute (hereinafter called the "TOWN" and the Town of Grand Chute Sanitary District No. 3, hereinafter called the "SANITARY DISTRICT") as follows:

1.) On the 17th day of December, 2019, the Town will award the sale of its *\$(insert final par amount)* general obligation promissory notes (the "Notes") through a competitive sale conducted by Ehlers & Associates Inc. The closing of the Notes is anticipated to be December 30, 2019. At closing, *\$(insert SD share of par amount of the par amount)* will be loaned to the Sanitary District.

2.) Said *\$(insert SD share of par amount of the par amount)* of loan indebtedness of the TOWN shall be repaid over ten (10) years of principal and interest amortization with the interest rate to be determined as of December 17, 2019

3.) Of the total note issue in the amount of *\$(insert final par amount)*, *\$(insert SD share of par amount of the par amount)* thereof is being obtained by the TOWN to and for the benefit of the SANITARY DISTRICT, according to and for the reasons set forth in the foregoing preamble.

4.) This document shall act as the further loan effective December 30, 2019, from the TOWN to the SANITARY DISTRICT, of the sum of *\$(insert SD share of par amount of the par amount)* of the aforementioned sum of *\$(insert final par amount)*, being a loan of *\$(insert SD share of par amount of the par amount)* to Sanitary District No. 3. A schedule of principal and interest payments for the *\$(insert SD share of par amount of the par amount)* loan is attached hereto as Exhibit A. By signature hereto, the SANITARY DISTRICT agrees to be responsible for the semi-annual and annual amortization of principal and interest payments due on their portion of the loan. By signature hereto, the SANITARY DISTRICT pledges to the TOWN all special assessments that the SANITARY DISTRICT will receive, now and in the future, in repayment of the SANITARY DISTRICT'S expenditures of the above moneys in the amount of *\$(insert SD share of par amount of the par amount)*. In addition thereto, the SANITARY DISTRICT agrees to pledge any additional amount of storm water management system revenues received as necessary for their portion of the costs for the aforementioned purpose to and for the benefit of the TOWN.

5.) The TOWN and SANITARY DISTRICT do hereby enter into this Agreement, the same to be effective from and after the date of December 17, 2019.

6.) The SANITARY DISTRICT, by its signature hereto, represents to the TOWN that it has the requisite statutory authority to borrow said money from the TOWN, and the borrowing by the SANITARY DISTRICT is within the borrowing limitation imposed upon a Wisconsin municipal corporation by the State Constitution/Wisconsin Statutes.

7.) The TOWN and SANITARY DISTRICT further agree that this document shall act as an agreement (an inter-municipal agreement) under Section 66.0301 of the Wisconsin Statutes.

Dated this 17th day of December, 2019 as to the Town of Grand Chute.

David A. Schowalter
Town Chairman

Angie Cain
Town Clerk

Dated this 17th day of December, 2019 as to the Town of Grand Chute Sanitary District No. 3.

David A. Schowalter
Commission President

Angie Cain
Commission Secretary