

MEETING	DATE	TIME	LOCATION
Joint Sanitary District	Tuesday, May 5, 2020	7:00 p.m.	VIRTUAL MEETING 1900 W. Grand Chute Blvd.

****VIRTUAL MEETING PARTICIPATION OPTIONS****

Web Access:

<https://grandchute.my.webex.com/grandchute.my/j.php?MTID=mb0fa6b5966884672a03c9541dbfd258c>

Access Code: 624-632-691

Meeting Password: 1900

Telephone Access:

Dial: (408) 418-9388

Access Code: 624-632-691

Meeting Password: 1900

PLEASE STAY CONNECTED AFTER THE SAN MEETING FOR THE TOWN BOARD MEETING

- A. CALL TO ORDER/ROLL CALL
- B. PLEDGE OF ALLEGIANCE
- C. APPROVAL OF AGENDA/ORDER OF THE DAY
- D. PUBLIC INPUT No public comment will be permitted at this meeting out of a concern for fairness and safety as many attendees will be attending remotely without any meaningful ability to participate.
- 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 – March 17, 2020
 - 2. Accept Monthly Report – Includes the 2019 Annual MS4 Report for SAN 3
- F. FINANCIAL REPORTS
 - 1. Approval of Voucher List – May 5, 2020
 - 2. Accept Budget Statement – March 2020
- G. NEW BUSINESS
 - 1. Approve the Professional Services Master Agreement, Addendum and Amendment, with Westwood Professional Services, Inc.
 - 2. Approve the Professional Services Project Work Order with Westwood Professional Services, Inc. for 2020 IDDE Stormwater Inspections in the amount of \$10,300.
 - 3. Approve the Professional Services Agreement for 2020 ecological services from McMahon Associates at a cost of \$24,300.
- H. RESOLUTION
 - 1. Preliminary Resolution SD3-04-2020, declaring intent to exercise special assessment powers under Chapter 66, Police Powers, Wis. Stats., 2017-18 as amended for storm sewer installation on S. Casaloma Drive (Waterstone Court to W. Spencer Street).

I. ADJOURNMENT

PLEASE STAY CONNECTED AFTER THE SAN MEETING FOR THE TOWN BOARD MEETING

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 – MARCH 17, 2020

CALL TO ORDER/ROLL CALL

Meeting called to order at 6:30 p.m. by Dave Schowalter, presiding officer.

PRESENT: Dave Schowalter, Eric Davidson, Bruce Sherman, Travis Thyssen, and Angie Cain, Town Clerk

EXCUSED: Jeff Nooyen

STAFF: Jim March, Town Administrator; Robert 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; Sarah Ziemba, HR Director; Karen Heyrman, Deputy Director of Public Works; and Atty. Rossmeissl, Herrling Clark Law Offices; and Nick Vande Hey, McMahon

OTHERS: 1 signed attendance

PLEDGE OF ALLEGIANCE

President Schowalter led the Pledge of Allegiance.

APPROVAL OF AGENDA/ORDER OF THE DAY

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

PUBLIC INPUT – There was no public input.

CONSENT AGENDA

Approve Regular Joint Meeting minutes – March 3, 2020

Accept Monthly Report – February 2020

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

FINANCIAL REPORTS

Approval of Voucher Lists – March 17, 2020

San 1, 2, 3 & East Side – \$465,303.44 ACH – \$11,106.35

Accept Budget Statement – January and February 2020

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

NEW BUSINESS

Award of bid, Contract 2020-11, 2020 Water Main Projects, to PTS Contractors, Inc. in the amount of \$1,153,246.

Motion (Thyssen/Davidson) to award the bid. Motion carried.

Approval of Proposal & Scope of Work with Utilis for satellite leak detection services in the amount of \$9,375.

Motion (Sherman/Davidson) to award the bid. Motion carried.

RESOLUTIONS

JOINT REGULAR MEETING – SANITARY DISTRICT NO. 1, NO. 2, NO. 3 & EAST SIDE UTILITY DISTRICT – 1900 W. GRAND CHUTE BLVD., GRAND CHUTE, WI – MARCH 17, 2020

Final Resolution SD3-01-2020 for College Avenue (CTH CA) from N. Mayflower Drive to N. Casaloma Drive as located in the Town of Grand Chute authorizing the commencement of work or improvements and special assessments for storm sewer installation and levying special assessments against abutting property owners or on an area wide basis to specially benefiting property owners under Chapter 60 and 66.0703(1)(b), et al Police Powers, Wis. Stats., 2017-18 as amended.

Motion (Sherman/Davidson) to adopt resolution SD3-01-2020. Motion carried.

Final Resolution SD3-03-2020 for Woodman Drive Urbanization from Westhill Boulevard to Bluemound Drive as located in the Town of Grand Chute authorizing the commencement of work or improvements and special assessments for storm sewer installation and levying special assessments against abutting property owners or on an area wide basis to specially benefiting property owners under Chapter 60 and 66.0703(1)(b), et al Police Powers, Wis. Stats., 2017-18 as amended.

Motion (Thyssen/Davidson) to adopt resolution SD3-01-2020. Motion carried.

ADJOURNMENT

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

Meeting adjourned 6:34 p.m.

These minutes were taken at a regular meeting held on March 17, 2020 and entered in this record book, March 18, 2020 by:

Angie Cain, Town Clerk
Joint Sanitary District No. 1, No. 2, No. 3 & East Side Utility District
INITIAL DRAFT

April 29, 2020

Re: Sanitary District March 2020 Report

Dear Sanitary Commissioners:

In addition to the March 2020 Sanitary District activity report you will find attached the Town's 2019 Submittal of Annual Report and other Compliance Documents for our Municipal Separate Storm Sewer System (MS4) Permit. Also included for your reference is a brief Power Point presentation regarding the MS4 Permit Stormwater Action Plan which now includes the February 2020 EPA approval date for the Upper Fox River and Wolf River TMDL.

2019 MS4 REPORT:

The attached 2019 MS4 report is a condensed version of the report (24 pages). The entire report is available upon request. Municipal permittees are required to submit an annual/biennial report and permit compliance documents to the WDNR to document progress and compliance with the permit requirements. The permit contains requirements for the following:

- Public Education & Outreach
- Public Involvement & Participation
- Illicit Discharge Detection & Elimination (IDDE)
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention Practices for the Municipality
- Storm Sewer System Maps
- Storm Water Quality Management
- Total Maximum Daily Loads

The Town-Wide Stormwater Quality Plan of Action will need to be updated to address the Upper Fox River and Wolf River TMDL allocations for sediment and phosphorus pollutants. The allocations included in the TMDL affect the Town's Bear Creek Watershed. The Town secured an UNPS&SW Planning Grant from Wisconsin DNR to assist the Town with updating its Plan of Action to address the Bear Creek TMDL and also updating municipal programs to comply with the new WPDES Municipal Stormwater Permit requirements. Planning grant activities are underway and will continue through 2020/2021.

Sincerely,

Katie Schwartz

Katie Schwartz, P.E.
Director of Public Works
Town of Grand Chute

Enc.



Sanitary District No. 1 & 2 Monthly Report March 2020

UTILITY LOCATES452
(137 Locates from February Invoice; 315 Locates from March Invoice)

SERVICE CONNECTION PERMITS

WATER7
SEWER.....7
STORM7

FT. OF VACTORING0

QUARTERLY BILLS (Cycle 3)4,227

Municipal (MS4) Permit Stormwater Action Plan



McMAHON
ENGINEERS ARCHITECTS

NICK VANDE HEY, P.E.
March 31, 2020

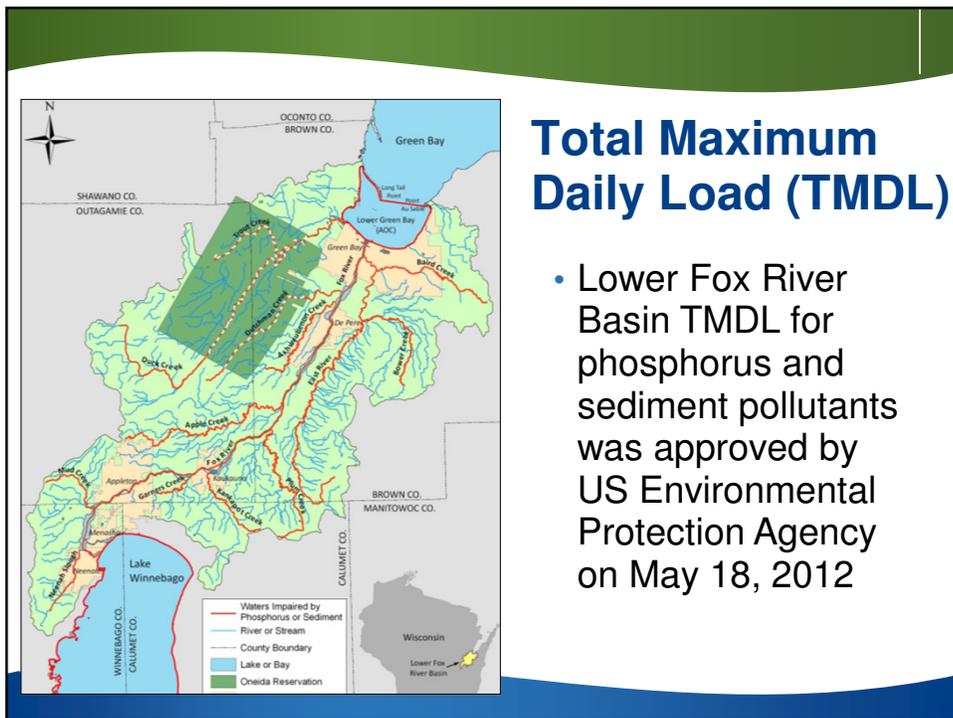
1



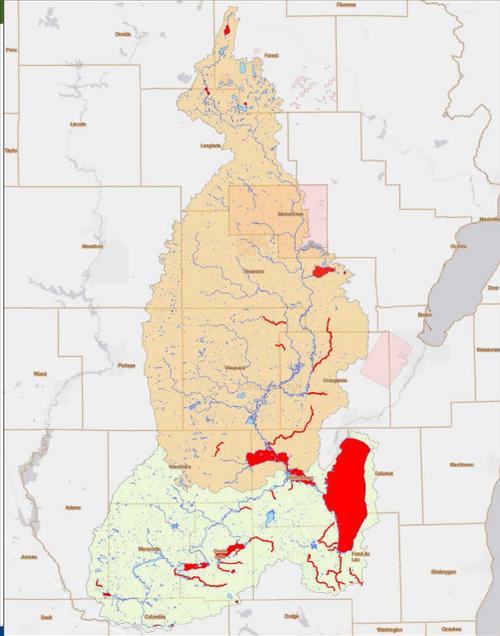
2



3



4



Total Maximum Daily Load (TMDL)

- Upper Fox & Wolf River Basins TMDL for phosphorus and sediment pollutants was approved by US Environmental Protection Agency on February 27, 2020

5

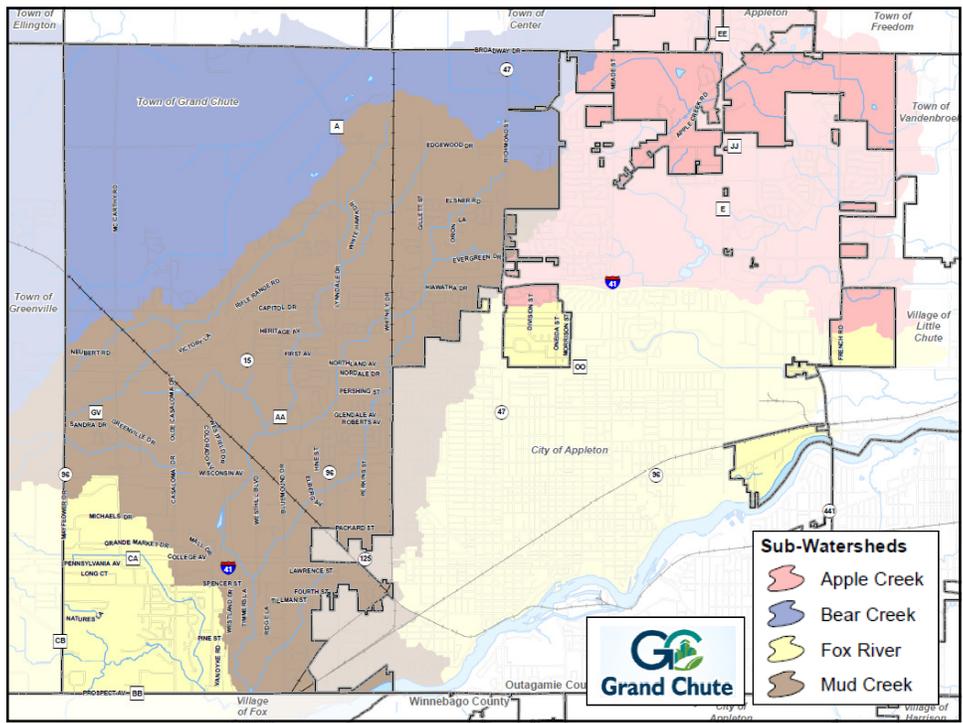
TMDL Implementation

- Municipal & Industrial Wastewater Permits
- Municipal, Industrial, and Construction Site Stormwater Permits
- CAFO Permits and Other Agriculture



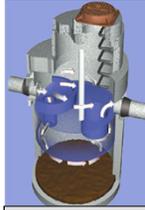


6

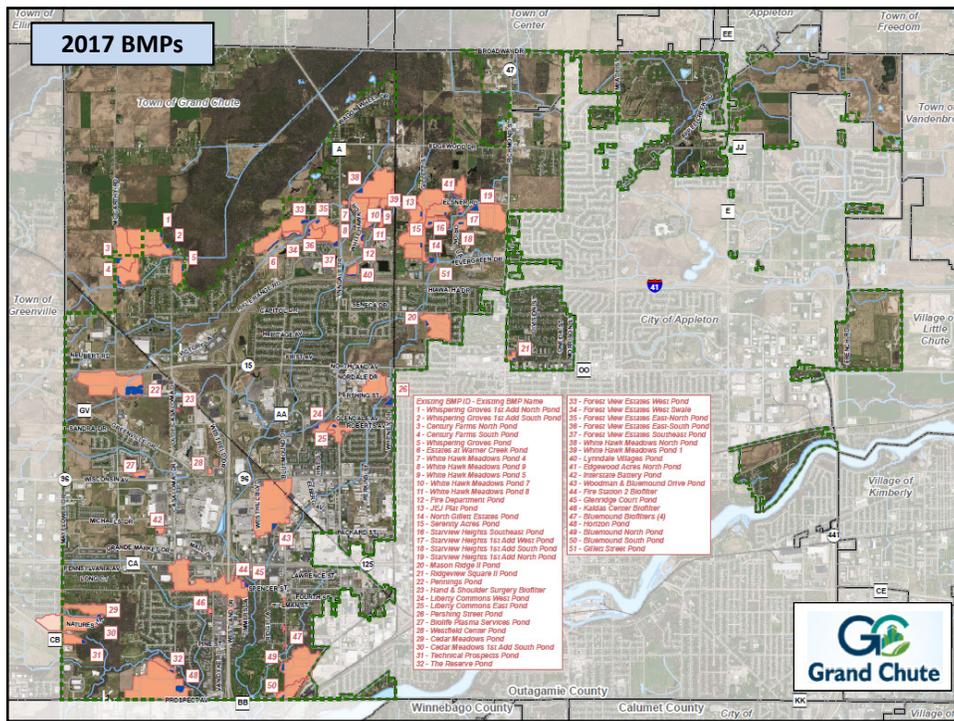


7

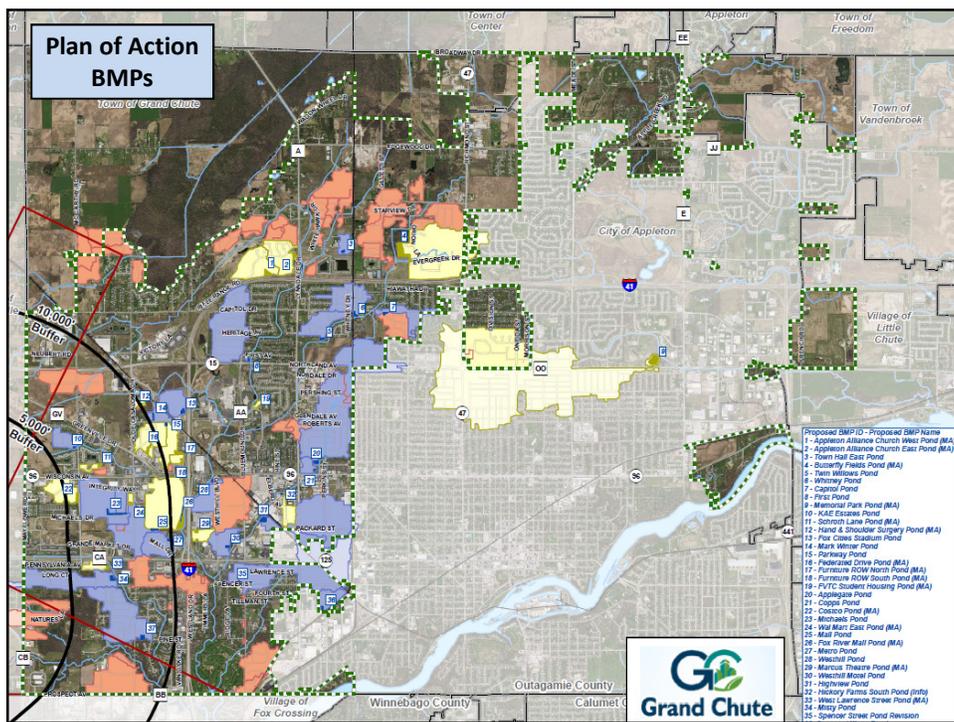
Best Management Practices (BMPs)

		
Street Sweeping	Proprietary Devices	Stream Stabilization
		
Grass Swales / Filters	Biofilters / Rain Gardens	Wetlands / Wet Ponds

8



9



10

Submittal of Annual Reports and other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

Reporting Information

Will you be completing the Annual Report or other submittal type? Annual Report Other

Project Name:

County: Outagamie

Municipality: Grand Chute, Town

Permit Number: S050075

Facility Number: 31102

Reporting Year: 2019

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? Yes No

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
 - Public Education and Outreach Annual Report Summary
 - Public Involvement and Participation Annual Report Summary
 - Illicit Discharge Detection and Elimination Annual Report Summary
 - Construction Site Pollution Control Annual Report Summary
 - Post-Construction Storm Water Management Annual Report Summary
 - Pollution Prevention Annual Report Summary
 - Leaf and Yard Waste Management
 - Municipal Facility (BMP) Inspection Report
 - Municipal Property SWPPP
 - Municipally Property Inspection Report
 - Winter Road Maintenance
 - Storm Sewer Map Annual Report Attachment
 - Storm Water Quality Management Annual Report Attachment
 - TMDL Attachment
 - Storm Water Consortium/Group Report

- Municipal Cooperation Attachment
- Other Annual Report Attachment

- Attach the following permit compliance documents as appropriate using the attachments tab above
 - Storm Water Management Program (*S050075-03 general permittees shall have a written storm water management program that describes in detail how the permittee intends to comply with the permit requirements for each minimum control measure. Updated programs are due to the department by March 31, 2021.*)
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory (*S050075-03 general permittees 2.6.1 - inventory due to the department by March 31, 2021.*)
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan (*S050075-03 general permittees 2.6.2 – document due to the department by March 31, 2021.*)

- Sign and Submit form

Municipal Contact Information- Complete

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality: Grand Chute, Town

Facility ID # or (FIN): 31102

Updated Information: Check to update mailing address information

Mailing Address: 1900 W. Grand Chute Blvd.

Mailing Address 2:

City: Grand Chute

State: Wisconsin

Zip Code: 54913-9603 xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

Select to **create new** primary contact

First Name: Katie

Last Name: Schwartz

Select to **update** current contact information

Title: Director of Public Works

Mailing Address: 1900 Grand Chute Blvd

Mailing Address 2:

City: Grand Chute

State: WI

Zip Code: 54913-9613 xxxxx or xxxxx-xxxx

Phone Number: 920-832-1581 Ext: xxx-xxx-xxxx

Email: katie.schwartz@grandchute.net

Additional Contacts Information (Optional)

- I&E Program
- IDDE Program
- IDDE Response Procedure Manual

**Individual with responsibility for:
(Check all that apply)**

- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

First Name:

Last Name:

Title:

Mailing Address:

Mailing Address 2:

City:

State:

Zip Code:

 xxxxx or xxxxx-xxxx

Phone Number:

 Ext: xxx-xxx-xxxx

Email:

1. Does the municipality rely on another entity to satisfy some of the permit requirements? If yes, enter entity name (government, consultant, group/organization).

- Yes No

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

- Yes No

Minimum Control Measures- Section 1 : Complete**1. Public Education and Outreach**

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the Mechanism that best describes how the topic message was conveyed to your population. Use the **Add Activity** to add multiple Mechanisms. For Quantity, choose the range for the number of Mechanisms chosen (i.e., number of workshops, events).

Topic: Detection and elimination of illicit discharges			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Passive print media (brochures at front desk, posters, etc.)</u>	<u>Select...</u>	<u>Select...</u>	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Contractors General Public Public Employees Residential School Groups
 Business Developers Industries Other:

Topic: Management of materials that may cause storm water pollution from automobiles, pet waste, household hazardous waste and household practices			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Active distribution of print media (mailings, newsletters, etc)</u>	<u>Select...</u>	<u>100 +</u>	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Contractors General Public Public Employees Residential School Groups
 Business Developers Industries Other:

Topic: Beneficial onsite reuse of leaves and grass clippings/proper use of lawn and garden fertilizers and pesticides			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Passive print media (brochures at front desk, posters, etc.)</u>	<u>Select...</u>	<u>Select...</u>	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Contractors General Public Public Employees Residential School Groups
 Business Developers Industries Other:

Topic: Management of stream banks and shorelines by riparian landowners to minimize erosion and restore and enhance the ecological value of waterways			
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Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Passive print media (brochures at front desk, posters, etc.)	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Other:

Topic: Infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Passive print media (brochures at front desk, posters, etc.)	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Other:

Topic: Inform and where appropriate educate those responsible for the design, installation, and maintenance of construction site erosion control practices and storm water management facilities on how to design, install and maintain the practices			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Passive print media (brochures at front desk, posters, etc.)	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Other:

Topic: Identify businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences on methods of storm water pollution prevention			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Passive print media (brochures at front desk, posters, etc.)	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Other:

Topic: Promote environmentally sensitive land development designs by developers and designers, including green infrastructure and low impact development			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)

Did not focus on this topic this reporting year Yes No

Select all applicable audiences targeted for this topic.

- Contractors General Public Public Employees Residential School Groups
 Business Developers Industries Other:

Topic: Other (describe): Yard Waste Cleaning and Disposal			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)

Active distribution of print media (mailings, newsletters, etc) Yes No

Select all applicable audiences targeted for this topic.

- Contractors General Public Public Employees Residential School Groups
 Business Developers Industries Other:

b. Brief Public Education and Outreach program information for inclusion in the Annual Report. If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

- Active participant with NEWS
- 381,868 Town webpage views
- 185 Service Requests received
- 2 newsletters sent to 9,309 landowners
- 512 Social media followers

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the mechanism that best describes how the topic message was conveyed to your population. Use the Add Activity to add multiple mechanisms. For Quantity, choose the range for number Mechanisms chosen (i.e., number of workshops, events).

Topic: Storm Water Management Plan and/or updates			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Government Event (Public Hearing, Council Meeting, etc)	Select...	100 +	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic.

- Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Other:

Topic: Storm water related ordinance and/or updates			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Government Event (Public Hearing, Council Meeting, etc)	1 - 9	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic.

- Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Other:

Topic: MS4 Annual Report			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Government Event (Public Hearing, Council Meeting, etc)	1 - 9	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic.

- Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Other:

Topic: Volunteer Opportunities			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Clean-up events	1 - 9	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic.

- Contractors
 General Public
 Public Employees
 Residential
 School Groups

Business Developers Industries Other:

Topic: Other (describe) : <input type="text"/>			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Select...	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic .

Contractors General Public Public Employees Residential School Groups
 Business Developers Industries Other:

b. Brief Public Involvement and Participation program information for inclusion in the Annual Report.
 If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

The Town is an active participant with NEWSC. Newsletters and pamphlets were mailed to residents encouraging participation in clean-up events, proper yard waste disposal, notification of upcoming town meetings, etc.

Form 3400-224 (09/19)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

- a. How many total outfalls does the municipality have? Unsure
- b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? Unsure
- c. From the municipality's routine screening, how many were confirmed illicit discharges? Unsure
- d. How many illicit discharge complaints did the municipality receive? Unsure
- e. From the complaint received, how many were confirmed illicit discharges? Unsure
- f. How many of the identified illicit discharges did the municipality eliminate in the reporting year? Unsure

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

g. How many of the following enforcement mechanisms did the municipality use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year. Unsure

- Verbal Warning
- Written Warning (including email)
- Notice of Violation
- Civil Penalty/ Citation

Additional Information: _____

- h. Brief Illicit Discharge Detection and Elimination program information for inclusion in the Annual Report. If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

- Active Participant with NEWSC
- Data incorporated into Town's GIS
- Town IDDE ordinance adopted in 2007
- 58 spills reported by fire department

Form 3400-224 (08/19)

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

- a. How many total construction sites were active at any point in the reporting year? Unsure
- b. How many construction sites did the municipality issue permits for in the reporting year? Unsure
- c. Do the above numbers include sites <1 acre? Yes No Unsure
-
- d. How many erosion control inspections did the municipality complete in the reporting year? Unsure
-
- e. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year. Unsure
- | | |
|---|---------------------------------|
| <input type="checkbox"/> No Authority | |
| <input checked="" type="checkbox"/> Verbal Warning | <input type="text" value="41"/> |
| <input type="checkbox"/> Written Warning (including email) | <input type="text"/> |
| <input checked="" type="checkbox"/> Notice of Violation | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Civil Penalty/ Citation | <input type="text" value="0"/> |
| <input type="checkbox"/> Stop Work Order | <input type="text"/> |
| <input type="checkbox"/> Forfeiture of Deposit | <input type="text"/> |
| <input type="checkbox"/> Other - Describe below | <input type="text"/> |

- f. Brief Construction Site Pollutant Control program information for inclusion in the Annual Report. If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

Active participant with NEWSC; 2477 observations at single family residential and 0 non-single family residential

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

a. How many sites with new structural storm water management facilities* have received local approval ? Unsure

*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement, catch basin sumps, etc.

b. How many privately owned storm water management facilities were inspected in the reporting year ? Unsure

Inspections completed by private land owners should be included in the reported number.

c. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Unsure
Check all that apply and enter the number of each used in the reporting year.

- No Authority
- Verbal Warning
- Written Warning (including email)
- Notice of Violation
- Civil Penalty/ Citation
- Forfeiture of Deposit
- Complete Maintenance
- Bill Responsible Party
- Other - Describe below

d. Brief Post-Construction Storm Water Management program information for inclusion in the Annual Report . If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

- Active participant with NEWSOC - 112 single family, 23 subdivision, 52 site plan, 208 land disturbing/filling, and 7 Town projects received construction site permits in 2019.

Minimum Control Measures - Section 6 : Complete

6. Pollution Prevention

Storm Water Management Facility Inspections (ponds, biofilters, etc.) Not Applicable

a. Enter the total number of municipally owned or operated structural storm water management facilities ? Unsure

b. How many new municipally owned storm water management Unsure

facilities were installed in the reporting year ?

14

c. How many municipally owned storm water management facilities were inspected in the reporting year?

33

Unsure

d. What elements are looked at during inspections (250 character limit)?

Inspections were performed in accordance with BMP O&M plans

e. How many of these facilities required maintenance?

0

Unsure

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review) Not Applicable

f. How many inspections of municipal properties have been conducted in the reporting year?

4

Unsure

g. Have amendments to the SWPPPs been made? Yes No Unsure

h. If yes, describe what changes have been made (200 character limit):

Collection Services - *Street Sweeping / Cleaning Program* Not Applicable

i. Did the municipality conduct street sweeping/cleaning during the reporting year?

Yes No Unsure

j. If known, how many tons of material was removed?

267

Unsure

k. Does the municipality have a low hazard exemption for this material?

Yes No

l. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?

Yes

No - Explain _____

Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* Not Applicable

m. Did the municipality conduct catch basin sump cleaning during the reporting year?

Yes No Unsure

n. How many catch basin sumps were cleaned in the reporting year?

Unsure

o. If known, how many tons of material was collected?

Unsure

p. Does the municipality have a low hazard exemption for this material?

Yes No

q. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?

Yes

No - Explain _____

Not Applicable

Collection Services - *Leaf Collection Program* Not Applicable

- r. Does the municipality conduct curbside leaf collection? Yes No Unsure
- s. Does the municipality notify homeowners about pickup? Yes No Unsure
- t. Where are the residents directed to store the leaves for collection?
 Pile on terrace Pile in street Bags on terrace Unsure
 Other - Describe _____
- u. What is the frequency of collection?

- v. Is collection followed by street sweeping/cleaning? Yes No Unsure

Winter Road Management Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

- w. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? Unsure
- x. Provide amount of de-icing products used by month last winter season?
 Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
<u>Salt</u>	<input type="text" value="0"/>	<input type="text" value="65"/>	<input type="text" value="274"/>	<input type="text" value="280"/>	<input type="text" value="472"/>	<input type="text" value="157"/>

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
<u>Brine</u>	<input type="text" value="0"/>	<input type="text" value="3521"/>	<input type="text" value="2604"/>	<input type="text" value="2929"/>	<input type="text" value="5304"/>	<input type="text" value="3165"/>

- y. Was salt applying machinery calibrated in the reporting year? Yes No Unsure
- z. Have municipal personnel attended salt reduction strategy training in the reporting year? Yes No Unsure

If yes, describe what training was provided (250 character limit):

When: How many attended:

Internal (Staff) Education & Communication

- aa. Has training or education been held for municipal or other personnel involved in implementing each of the pollution prevention program elements? Yes No Unsure

If yes, describe what training was provided (250 character limit):

When: How many attended:

- ab. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs and its

requirements.

Elected Officials

Monthly meetings with the Sanitary District staff and officials

Municipal Officials

Monthly meetings with the Sanitary District staff and officials

Appropriate Staff (such as operators, Department heads, and those that interact with public)

Monthly meetings with the Sanitary District staff and officials

- ac. Brief Pollution Prevention program information for inclusion in the Annual Report . If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

- Active participant with NEWSC
- Stormwater facilities inspected annually
- 14 street sweepings
- 2 anti-icing unit owned
- Public Works Yard swept several times per year

Form 3400-224 (08/19)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year? Yes No Unsure

If yes, check the areas the map items that got updated or changed:

- Storm water treatment facilities
- Storm pipes
- Vegetated swales
- Outfalls
- Other - Describe below

- b. Brief Storm Sewer System Map information for inclusion in the Annual Report. If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

The Town has converted to an ESRI-based system which allows for better upkeep of the storm system database.

Final Evaluation - Complete

Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
-----------------------------------	-----------------------	----------------------	-----------------

Element: Public Education and Outreach

3000	3000	3000	<u>Storm water utility</u>
------	------	------	----------------------------

Element: Public Involvement and Participation

5000	5000	5000	<u>Storm water utility</u>
------	------	------	----------------------------

Element: Illicit Discharge Detection and Elimination

16500	17000	17000	<u>Storm water utility</u>
-------	-------	-------	----------------------------

Element: Construction Site Pollutant Control

42762	81000	100000	<u>Storm water utility</u>
-------	-------	--------	----------------------------

Element: Post-Construction Storm Water Management

14758	81000	100000	<u>Storm water utility</u>
-------	-------	--------	----------------------------

Element: Pollution Prevention

96849	123970	125190	<u>Storm water utility</u>
-------	--------	--------	----------------------------

Element: Storm Water Quality Management

1359795	1404647	1543000	<u>Storm water utility</u>
---------	---------	---------	----------------------------

Element: Storm Sewer System Map

0	0	59801	<u>Storm water utility</u>
---	---	-------	----------------------------

Other (describe)

			<u>Select...</u>
--	--	--	------------------

Please provide a justification for a "0" entered in the Fiscal Analysis

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

New BMPs were built in order to help meet the town's TMDL and to improve the

b: Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

Yes No Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

Yes No Unsure

Total Maximum Daily Loads (TMDLs)

The permittee Grand Chute, Town is subject to the following approved TMDLs: Lower Fox River Basin and Lower Green Bay

Select one option below. The permittee intends to comply with the following permit requirement to show progress towards meeting the (Appendix A) TMDL:

- Request department concurrence that they are currently meeting the TMDL pollutant reductions in all applicable reachsheds (A.2).
- Demonstrate that they will meet the TMDL pollutant reductions in all applicable reachsheds by October 31, 2023 (A.4).
- Follow the TMDL Compliance Plan which received Department concurrence prior to April 30, 2019 (A.3.1).
- Participate in an approved Adaptive Management Project (A.3.2).
- Submit a TMDL Implementation Plan describing planned progress over current permit term by October 31, 2021 (A.5). Do you intend to select A.5.2 or A.5.3 to meet this permit requirement?
 - A.5.2 – Additional 20% Total Suspended Solids (TSS), 10% Total Phosphorus (TP) reduction from current ch. NR 151, Wis. Adm. Code, standards
 - A.5.3 – Optimize measures

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

- The Town's stormwater system will continue to be monitored and updated with the ERSI-based system to keep up-to-date records.

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention
- Storm Water Quality Management
- Storm Sewer System Map
- Water Quality Concerns
- Compliance Schedule Items Due
- MS4 Program Evaluation

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

*Required Item

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Storm Sewer System Map

 File Attachment

[Figure6 B.pdf](#)

Attach - Other Supporting Documents

AR Other

 File Attachment

[TownofGrandChute2019AnnualReportProgramInformation.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Attach - Permit Compliance Documents

IDDE Program

 File Attachment

[IDDE-Part1.pdf](#)

IDDE Program

 File Attachment

[IDDE-Part2_1_pdf.pdf](#)

IDDE Program

 File Attachment

[IDDE-Part2_2_pdf.pdf](#)

IDDE Program

 File Attachment

[IDDE-Part3-AppendixC.pdf](#)

IDDE Program

 File Attachment

[IDDE-Part4-AppendixD.pdf](#)

IDDE Program

[IDDE-Part5-AppendixE.pdf](#)

 File Attachment

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Sign and Submit Your Application

Steps to Complete the signature process

1. Read and Accept the Terms and Conditions
2. Press the Submit and Send to the DNR button

NOTE: For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click [HERE](#).

Terms and Conditions

Certification: I hereby certify that I am an authorized representative of the municipality covered under Grand Chute, Town MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Signee (must check current role prior to accepting terms and conditions)

- Authorized municipal contact using WAMS ID.
- Delegation of Signature Authority (Form 3400-220) for agent signing on the behalf of the authorized municipal contact.
- Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

Delegation of Signature Authority

 File Attachment

[SignedDelegationform.pdf](#)

Submission of this form constitutes notice by the authorized municipal contact that the person electronically signing the MS4 eReport is authorized to do so on behalf of the authorized municipal contact. [Please download form 3400-220](#) and sign and attach it above.

Name: Jordan Wochenske

Title: Municipal & Water Resource Engineering Technician

Authorized Signature.

- I accept the above terms and conditions.

Signed by : i:0#.f|wamsmembership|wochenske on 2020-03-26T09:19:00

You have already signed and submitted this application to the DNR. Please [contact the Wisconsin DNR](#) for assistance.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.

TOWN OF GRAND CHUTE 2019 ANNUAL REPORT PROGRAM INFORMATION

I. PUBLIC EDUCATION AND OUTREACH

The Town of Grand Chute is an active participant with the Northeast Wisconsin Storm Water Consortium (NEWSC). Please see the NEWSC Annual Report for 2019 for a description of measurable goals, results, and any planned changes to the program.

The Town received 381,868 "hits" on their website in 2019. 75 packets were given out explaining stormwater charges on the utility bill and what the utility bill is for. Two newsletters were published in 2019 by the Town and reached 9,309 landowners. Stormwater topics in the newsletters include yard waste drop-off information, ditch/yard drain maintenance, and refuse/recycling information. 27 customer service, 60 drainage, 23 stormwater, 39 street, 19 ditch, 12 culvert, and 5 catch basin service requests were received by the Town in 2019.

II. PUBLIC INVOLVEMENT AND PARTICIPATION

The Town of Grand Chute is an active participant with the Northeast Wisconsin Storm Water Consortium (NEWSC). Please see the NEWSC Annual Report for 2019 for a description of measurable goals, results, and any planned changes to the program. The Annual Report is shared with the Town Board/Sanitary District. Once approved, the Annual Report is posted on the Town's website.

III. ILLICIT DISCHARGE DETECTION AND ELIMINATION

The Town of Grand Chute is an active participant with the Northeast Wisconsin Storm Water Consortium (NEWSC). Please see the NEWSC Annual Report for 2019 for a description of measurable goals, results, and any planned changes to the program.

Data received from annual illicit discharge inspections will be incorporated into the Town's GIS system and work order tracking program. This will provide easier access and verification when noted problems are resolved.

The Town adopted an Illicit Discharge Detection and Elimination Ordinance in 2007.

The Town of Grand Chute Fire Department responded to 58 spills in 2019.

IV. CONSTRUCTION SITE POLLUTANT CONTROL

The Town of Grand Chute is an active participant with the Northeast Wisconsin Storm Water Consortium (NEWSC). Please see the NEWSC Annual Report for 2019 for a description of measurable goals, results, and any planned changes to the program. 2,477 single family residential erosion control observations were performed in 2019.

Zero non-single-family residential erosion control observations were performed in 2019. 117 violations occurred in 2019 and 41 verbal warnings were given. Less than 10 construction site complaints were received by the Town in 2019. 112 single family, 23 subdivision, 52 site plan, 208 land disturbing/filling, and 7 Town projects received construction site permits in 2019.

V. POST-CONSTRUCTION STORMWATER MANAGEMENT

The Town of Grand Chute is an active participant with the Northeast Wisconsin Storm Water Consortium (NEWSC). Please see the NEWSC Annual Report for 2019 for a description of measurable goals, results, and any planned changes to the program. 87 total sites were reviewed for post-construction stormwater management compliance in 2019 including 33 municipally owned facilities.

VI. POLLUTION PREVENTION

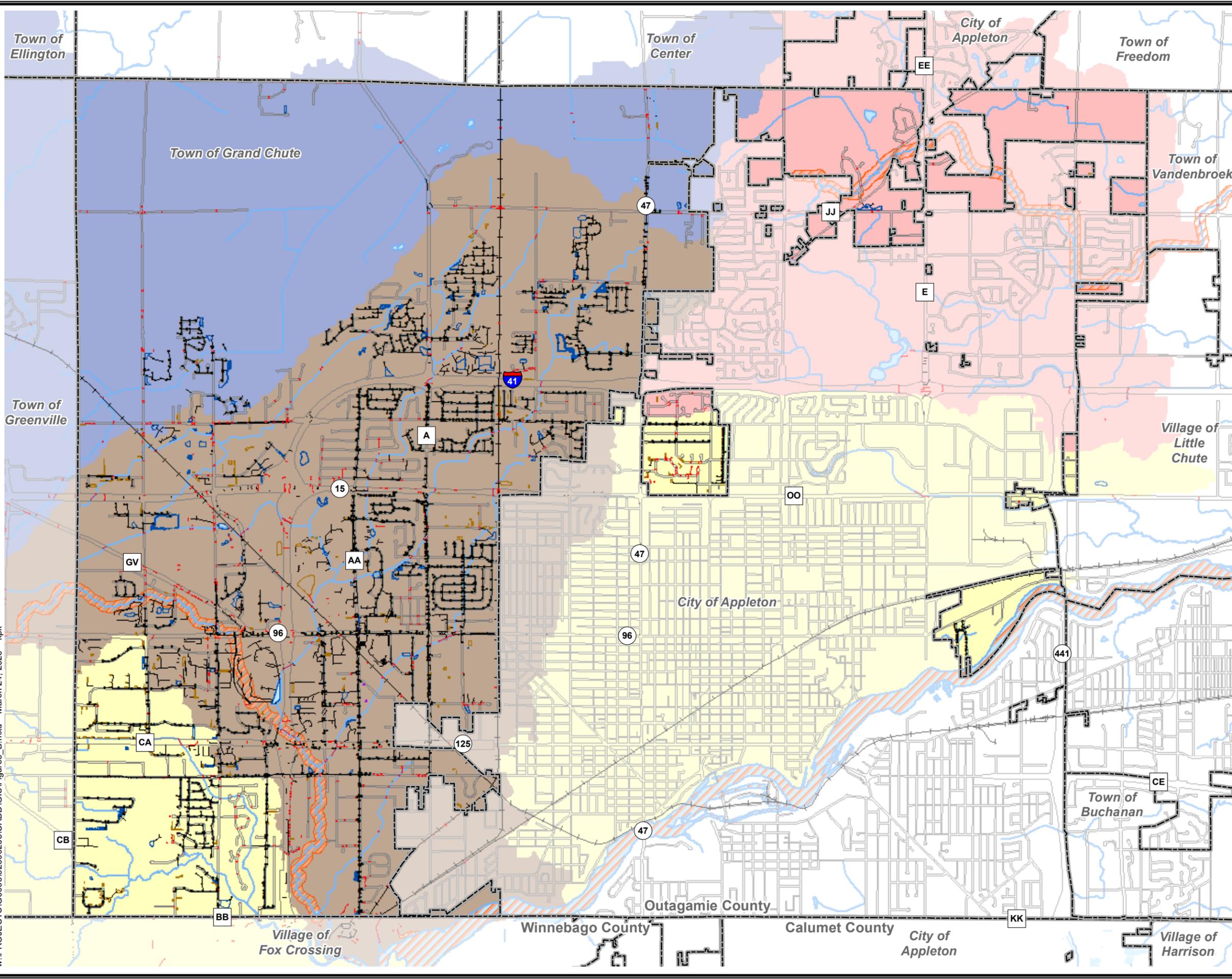
The Town of Grand Chute is an active participant with the Northeast Wisconsin Storm Water Consortium (NEWSC). Please see the NEWSC Annual Report for 2019 for a description of measurable goals, results, and any planned changes to the program.

Stormwater facilities are being inspected on an annual basis. 14 new Town-owned or operated stormwater management facilities were added in 2019.

Street sweeping is typically conducted every two weeks. A total of 14 sweepings were completed in 2019 and 267 tons was collected. Sweepings are piled on an asphalt surface within an area delineated with concrete barriers. Sweepings are hauled to the Outagamie County Landfill on a weekly basis.

Grand Chute has two anti-icing units. Select roads, with the focus being collector streets, are treated with salt brine 1-3 days prior to a snow or ice event. The brine discharge is calibrated on an annual basis by Town mechanics. The application of salt brine prior to a winter event prevents the snow from binding to the pavement which then requires a lighter application of salt when plowing. Salt application rates are set based on temperature and humidity. Hauled snow is deposited in an open field immediately to the north of the Town Hall complex and to a field west of Fire Station No. 1.

The Public Works Yard is swept several times per year. Dump trucks and equipment are cleaned in the wash bay before storing inside. Mud and dirt is not allowed to enter storm drains.



- MS4 Drainage System**
- Storm Sewer System
 - Culvert
 - Wet Pond
 - Dry Pond
 - Biofilter
- Sub-Watersheds**
- Apple Creek
 - Bear Creek
 - Fox River
 - Mud Creek
- Other Mapped Features**
- Municipal Boundary
 - Right-of-Way
 - Railroad Centerline
 - Stream
 - Surface Water
 - 303(d) Impaired Waters

Source: Outagamie County, 2014-20; Winnebago County, 2014-16; Calumet County, 2014-15; Grand Chute, 2020.

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMAHON does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a general reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.



FIGURE 6
MS4 SYSTEM
STORMWATER
MANAGEMENT PLAN
TOWN OF GRAND CHUTE
OUTAGAMIE COUNTY, WISCONSIN

w:\PROJECTS\IG000319200205\CADD\GIS\Figure6_B.mxd March 24, 2020 kpk

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 95360:						483.05
Grand Totals:						484,828.16

Dave Schowalter, President: _____

Jeff Nooyen, Commissioner: _____

Travis Thyssen, Commissioner: _____

Brad Gehring, Commissioner: _____

Jeff Ings, Commissioner: _____

Angie Cain, Secretary: _____

Julie M. Wahlen, Treasurer: _____

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
95236	03/26/2020	WE ENERGIES	0475-274-330-	GAS SVCS FOR BOOSTER STATIONS	61-01-62600-344	164.27
95236	03/26/2020	WE ENERGIES	0475-274-330-	ELECTRIC SVCS FOR BOOSTER STATIONS	61-01-62300-344	4,147.56
95236	03/26/2020	WE ENERGIES	0475-274-330-	GAS/ELECTRIC WATER TOWERS	61-01-67200-349	669.05
95236	03/26/2020	WE ENERGIES	0475-274-330-	GAS/ELECTRIC LIFT STATIONS	62-02-82100-220	2,439.19
95236	03/26/2020	WE ENERGIES	0475-274-330-	GAS/ELECTRIC STORMWATER PONDS	63-03-82000-220	423.81
Total 95236:						7,843.88
95243	04/09/2020	ADVANCE CONSTRUCTION	2016-14-14	PAY REQ 14-FINAL-CASALOMA DR URBANIZATION	61-00-10700	5,521.29
95243	04/09/2020	ADVANCE CONSTRUCTION	2016-14-14	PAY REQ 14-FINAL-CASALOMA DR URBANIZATION	62-00-10700	1,742.28
95243	04/09/2020	ADVANCE CONSTRUCTION	2016-14-14	PAY REQ 14-FINAL-CASALOMA DR URBANIZATION	63-00-10700	52,720.71
95243	04/09/2020	ADVANCE CONSTRUCTION	2016-14-14	PAY REQ 14-FINAL BENTWOOD ESTATES	63-00-10700	1,762.70
95243	04/09/2020	ADVANCE CONSTRUCTION	2016-14-14	PAY REQ 14-FINAL AMBERWOOD LANE DITCHING	63-00-10700	10,915.73
95243	04/09/2020	ADVANCE CONSTRUCTION	2016-14-14	PAY REQ 14-FINAL VICTORY LANE ROUND-A-BOU	63-00-10700	652.88-
Total 95243:						72,009.83
95245	04/09/2020	AECOM TECHNICAL SERVICE	2000338081	PROF SVCS NON-REVENUE WATER STUDY	61-01-92303-210	528.74
Total 95245:						528.74
95247	04/09/2020	AMERICAN CONSERVATION &	10892	AQUAHAWK V12.06 4/1-5/1 2020	62-02-85100-290	468.75
95247	04/09/2020	AMERICAN CONSERVATION &	10892	AQUAHAWK V12.06 4/1-5/1 2020	61-01-92300-290	468.75
Total 95247:						937.50
95263	04/09/2020	MARCO INC NW7128	INV7436128	MONTHLY PLOTTER BILL	61-01-92300-295	30.40
95263	04/09/2020	MARCO INC NW7128	INV7436128	MONTHLY PLOTTER BILL	62-02-85100-295	30.40
95263	04/09/2020	MARCO INC NW7128	INV7436128	MONTHLY PLOTTER BILL	63-03-82000-295	30.40
Total 95263:						91.20
95265	04/09/2020	MCMAHON	0917889	CONST ADMIN-AMBERWOOD LANE STORM SEWE	63-00-10700	69.00
95265	04/09/2020	MCMAHON	0917890	DESIGN-1ST ADD WHISPERING GROVES	63-00-10700	143.10
95265	04/09/2020	MCMAHON	0917891	2020 GENERAL ENGINEERING SERVICES	63-03-82000-210	368.40
95265	04/09/2020	MCMAHON	0917892	PLEASANTVIEW CT SANITARY SEWER INVESTIGA	62-02-85203-210	1,033.18
95265	04/09/2020	MCMAHON	0917893	2020 GENERAL ENGINEERING SERVICES	62-02-85203-210	238.50
95265	04/09/2020	MCMAHON	0917904	ONSITE REP-SPENCER ST WATERMAIN	61-00-10700	2,217.60
95265	04/09/2020	MCMAHON	0917906	STORMWATER ANALYSIS-GRANDE MARKET DRIV	63-03-82000-210	451.00
95265	04/09/2020	MCMAHON	0917907	WETLAND WATER BAL-WHISPERING GROVES 1ST	63-00-10700	731.00
95265	04/09/2020	MCMAHON	0917908	POLLUTION PREV PR/MS4 STORM SEWER SYS M	63-03-82000-210	1,157.80
95265	04/09/2020	MCMAHON	0917909	WETLAND EXEMPTION REQUEST-CLOUDVIEW PO	63-03-82000-210	46.00
Total 95265:						6,455.58
95268	04/09/2020	OUTAGAMIE COUNTY TREAS	1018011	WATERMAIN PERMIT	61-00-10700	1,262.00
Total 95268:						1,262.00
95274	04/09/2020	SYSTEMS TECHNOLOGIES	751731	REPAIR CAMERAS	61-01-92300-295	40.25
95274	04/09/2020	SYSTEMS TECHNOLOGIES	751731	REPAIR CAMERAS	62-02-85100-295	40.25
95274	04/09/2020	SYSTEMS TECHNOLOGIES	751731	REPAIR CAMERAS	63-03-82000-295	40.25
95274	04/09/2020	SYSTEMS TECHNOLOGIES	751734	REPAIR/INSTALL NEW CAMERAS	61-01-92300-295	86.25
95274	04/09/2020	SYSTEMS TECHNOLOGIES	751734	REPAIR/INSTALL NEW CAMERAS	62-02-85100-295	86.25
95274	04/09/2020	SYSTEMS TECHNOLOGIES	751734	REPAIR/INSTALL NEW CAMERAS	63-03-82000-295	86.25

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 95274:						379.50
95276	04/09/2020	UTILIS INC	500167	SATELLITE LEAK DETECTION SERVICES	61-01-92300-290	9,375.00
Total 95276:						9,375.00
95279	04/09/2020	WISCONSIN DEPT OF TRANS	395-00001643	DOT ASSISTANCE WITH SPENCER ST PROJECT	63-00-10700	2,253.67
Total 95279:						2,253.67
95280	04/09/2020	WISCONSIN LAKE & POND RE	24363	DNR PERMIT CHARGE	63-03-82000-360	24.50
Total 95280:						24.50
95293	04/21/2020	AYRES ASSOCIATES	185737	MCCARTHY RD DESIGN & CONSTRUCTION SVCS	61-00-10700	118.21
95293	04/21/2020	AYRES ASSOCIATES	185737	MCCARTHY RD DESIGN & CONSTRUCTION SVCS	62-00-10700	118.21
95293	04/21/2020	AYRES ASSOCIATES	185737	MCCARTHY RD DESIGN & CONSTRUCTION SVCS	63-00-10700	1,812.51
Total 95293:						2,048.93
95300	04/21/2020	LAKE AND POND SOLUTIONS	35747	FOUNTAIN INSTALLATION AT FOREST VIEW POND	63-03-82000-360	248.00
Total 95300:						248.00
95302	04/21/2020	MCMAHON	0917898	DESIGN-CASALOMA DR BRIDGE REPLACEMENT	63-00-10700	1,593.40
95302	04/21/2020	MCMAHON	0917900	DESIGN-CASALOMA DR NORTH BRIDGE REPLACE	63-00-10700	1,524.40
Total 95302:						3,117.80
95303	04/21/2020	NORTHEAST ASPHALT INC	2019-05C-5	PAY REQ 5-N MCCARTHY RD RECONSTRUCTION	63-00-10700	43,651.10
95303	04/21/2020	NORTHEAST ASPHALT INC	2019-05C-5	PAY REQ 5-N MCCARTHY RD RECONSTRUCTION	61-00-10700	77,852.97
95303	04/21/2020	NORTHEAST ASPHALT INC	2019-05C-5	PAY REQ 5-N MCCARTHY RD RECONSTRUCTION	62-00-10700	5,727.34
Total 95303:						127,231.41
95313	04/16/2020	PTS CONTRACTORS INC	2020-11-ONE	PAY REQ 1-NICOLET RD WATERMAIN RELAY	61-00-10700	52,135.05
Total 95313:						52,135.05
95319	04/23/2020	MCMAHON	0917905	STORMWATER ENGINEERING	63-03-82000-290	737.50
Total 95319:						737.50
95326	05/05/2020	AMERICAN CONSERVATION &	11013	AQUAHAWK V12.06 4/1-5/1 2020	61-01-92300-290	468.75
95326	05/05/2020	AMERICAN CONSERVATION &	11013	AQUAHAWK V12.06 4/1-5/1 2020	62-02-85100-290	468.75
Total 95326:						937.50
95331	05/05/2020	CONNECTING POINT	0518920-IN	DISPLAY WIRING IN ADMIN ROOM	61-01-92300-295	20.11
95331	05/05/2020	CONNECTING POINT	0518920-IN	DISPLAY WIRING IN ADMIN ROOM	62-02-85100-295	20.11
95331	05/05/2020	CONNECTING POINT	0518920-IN	DISPLAY WIRING IN ADMIN ROOM	63-03-82000-295	20.11
Total 95331:						60.33
95334	05/05/2020	FOX WEST REGIONAL SEWER	4277	OPERATIONS & MAINT - SEWERAGE MAR 20	62-02-82601-290	62,889.38

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
95334	05/05/2020	FOX WEST REGIONAL SEWER	4277	EQUIPMENT REPLACEMENT-SEWERAGE - MAR 20	62-02-40301-000	9,265.41
95334	05/05/2020	FOX WEST REGIONAL SEWER	4277	DEBT SERVICE - SEWERAGE - MAR 20	62-02-40400-000	44,277.00
95334	05/05/2020	FOX WEST REGIONAL SEWER	4277	DEPRECIATION-SEWERAGE MAR 20	62-02-40300-000	6,987.65
Total 95334:						123,419.44
95338	05/05/2020	MARCO INC NW7128	INV7526532	MONTHLY PLOTTER BILL	61-01-92300-295	30.40
95338	05/05/2020	MARCO INC NW7128	INV7526532	MONTHLY PLOTTER BILL	62-02-85100-295	30.40
95338	05/05/2020	MARCO INC NW7128	INV7526532	MONTHLY PLOTTER BILL	63-03-82000-295	30.40
Total 95338:						91.20
95342	05/05/2020	NORTHERN LAKE SERVICE IN	376423	WATER SAMPLE TESTING	61-01-67300-390	1,327.50
Total 95342:						1,327.50
95344	05/05/2020	NORTHERN PIPE, INC	2019-22-ONE	PAY REQ 1 - SEWER CLEANING, TELEVISIONING & GR	62-02-83100-390	37,939.05
Total 95344:						37,939.05
95348	05/05/2020	PRECISION SEALCOATING IN	01027	STREET SWEEPING 4/6/20-4/11/20	63-03-82000-290	19,066.50
Total 95348:						19,066.50
95349	05/05/2020	PRIMADATA LLC	04132020-501	UTILITY BILL POSTAGE	63-03-82000-311	386.71
95349	05/05/2020	PRIMADATA LLC	04132020-501	UTILITY BILL POSTAGE	61-01-90300-311	773.40
95349	05/05/2020	PRIMADATA LLC	04132020-501	UTILITY BILL POSTAGE	62-02-85100-311	773.40
95349	05/05/2020	PRIMADATA LLC	50180	UTILITY BILLING (CYCLE 3)	61-01-92100-310	161.10
95349	05/05/2020	PRIMADATA LLC	50180	UTILITY BILLING (CYCLE 3)	62-02-85100-310	120.82
95349	05/05/2020	PRIMADATA LLC	50180	UTILITY BILLING (CYCLE 3)	63-03-82000-310	80.55
Total 95349:						2,295.98
95351	05/05/2020	PUBLIC SERVICE COMMISSIO	2003-I-02310	APPLICATION TO ADJUST WATER RATES	61-01-92300-210	829.12
Total 95351:						829.12
95352	05/05/2020	ROBERT J IMMEL EXC. INC	18117	REPAIR WATERMAIN BREAK WISC AVE-W OF HICK	61-01-67300-390	2,742.32
Total 95352:						2,742.32
95354	05/05/2020	SPEEDY CLEAN	69924	TELEWISE STORM SEWER BETWEEN RANDALL&W	63-03-82000-360	530.00
Total 95354:						530.00
95357	05/05/2020	WE ENERGIES	0475-274--330	GAS SVCS FOR BOOSTER STATIONS	61-01-62600-344	120.81
95357	05/05/2020	WE ENERGIES	0475-274--330	ELECTRIC SVCS FOR BOOSTER STATIONS	61-01-62300-344	3,975.21
95357	05/05/2020	WE ENERGIES	0475-274--330	GAS/ELECTRIC WATER TOWERS	61-01-67200-349	616.01
95357	05/05/2020	WE ENERGIES	0475-274--330	GAS/ELECTRIC LIFT STATIONS	62-02-82100-220	2,616.25
95357	05/05/2020	WE ENERGIES	0475-274--330	GAS/ELECTRIC STORMWATER PONDS	63-03-82000-220	1,097.80
Total 95357:						8,426.08
95360	05/05/2020	WISCONSIN LAKE & POND RE	24559	POND MANAGEMENT SERVICES	63-03-82000-360	483.05

Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
61					
03/20/2020	CITY OF APPLETON	032020-2	1901 W COLLEGE AVE CFP/FIRELINE	61-01-60200-390	35,384.00
03/20/2020	CITY OF APPLETON	032020-3	PUMP STATION WATER	61-01-60200-390	121,209.25
03/20/2020	CITY OF APPLETON	032020-4	2800 W SECOND ST WATER	61-01-60200-390	227,700.12
Total 200320001:					384,293.37
03/31/2020	US BANK CREDIT CARD	USB-MAR20-1	CC-PAYCOM SALES Payroll/HR Software Implementation	61-01-92300-295	364.00
03/31/2020	US BANK CREDIT CARD	USB-MAR20-1	CC-AutoCad Software License and Support	61-01-92300-295	1,087.60
03/31/2020	US BANK CREDIT CARD	USB-MAR20-1	CC-CINTAS 60A SAPUNIFORMS SAN 1 DEPARTMENT	61-01-66500-291	26.39
03/31/2020	US BANK CREDIT CARD	USB-MAR20-1	CC-CINTAS 60A SAPUNIFORMS SAN 1 DEPARTMENT	61-01-66500-291	26.39
03/31/2020	US BANK CREDIT CARD	USB-MAR20-1	CC-CLEAN WATER TESTING LLC WATER TESTING SERVICES	61-01-67300-390	144.00
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-CINTAS 60A SAPUNIFORMS SAN 1 DEPARTMENT	61-01-66500-291	26.39
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-CLEAN WATER TESTING LLC MINERAL SCAN	61-01-67300-390	76.00
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-CLEAN WATER TESTING LLC WATER TESTING SERVICES	61-01-67300-390	128.00
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-WATER TESTING SERVICES	61-01-67300-390	128.00
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-UWEX REGISTRATION WORK ZONE FLAGGER SAFETY TYLER M	61-01-93000-330	80.00
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-CINTAS 60A SAPUNIFORMS SAN 1 DEPARTMENT	61-01-66500-291	26.83
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-IN *ARCHIVES SOCIAL INC Annual Archiving	61-01-92300-295	478.80
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-APPLE.COM/USA Apple Computer	61-00-39110	203.90
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-PROVANTAGE Camera Replacements	61-00-39110	128.90
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-CORE & MAIN LP 2496" ROTOR ASSEMBLY	61-01-67600-390	1,442.40
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-PAYPAL *ITE WISCITE TRAFFIC ENG WORKSHOP/TRANS PLANNIN	61-01-93000-330	25.00
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-GRAINGERTIE WRAPS FOR WATER METER INSTALL	61-01-66300-390	47.53
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-CORE & MAIN LP 249 PAID TWICE IN ERROR (CHECK #94842/DEC2	61-00-34600	4,044.82
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-CORE & MAIN LP 249 PAID TWICE IN ERROR (CHECK #95002/MAR2	61-01-67600-390	1,442.40
Total 200331200:					1,047.09
Total 61:					383,246.28
62					
03/20/2020	CITY OF APPLETON	032020	SEWER FOR MEMORY MELODY	62-02-82600-290	.00
03/20/2020	CITY OF APPLETON	032020-5	SEWER FOR MEMORY MELODY	62-02-82600-290	2,538.59
Total 200320001:					2,538.59
03/31/2020	US BANK CREDIT CARD	USB-MAR20-1	CC-PAYCOM SALES Payroll/HR Software Implementation	62-02-85100-295	364.00
03/31/2020	US BANK CREDIT CARD	USB-MAR20-1	CC-DLT SOLUTIONS 703-773-AutoCad Software License and Support	62-02-85100-295	1,087.60
03/31/2020	US BANK CREDIT CARD	USB-MAR20-1	CC-INDUSTRIAL NAMEPLATE, INC UNIFORM SHIRTS	62-02-82700-291	90.00
03/31/2020	US BANK CREDIT CARD	USB-MAR20-1	CC-CINTAS 60A SAPUNIFORMS SAN 2 DEPARTMENT	62-02-82700-291	26.40
03/31/2020	US BANK CREDIT CARD	USB-MAR20-1	CC-CINTAS 60A SAPUNIFORMS SAN 2 DEPARTMENT	62-02-82700-291	26.40
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-CINTAS 60A SAPUNIFORMS SAN 2 DEPARTMENT	62-02-82700-291	26.40
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-UWEX REGISTRATION WORK ZONE FLAGGER SAFETY SAM F	62-02-85100-330	80.00
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-CINTAS 60A SAPUNIFORMS SAN 2 DEPARTMENT	62-02-82700-291	26.84
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-IN *ARCHIVES SOCIAL INC Annual Archiving	62-02-85100-295	478.80
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-APPLE.COM/USA Apple Computer	62-00-39110	203.90
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-PROVANTAGE Camera Replacements	62-00-39110	128.90
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-TEST EQUIPMENT DEPOT 75MM ROLLER DOLLY FOR SEESNAKE	62-02-83100-390	110.67
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-CRANE ENGINEERING SALES IMPELLER KIT-LIFT STATION #10 - 20	62-02-83200-390	3,462.84
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-FERGUSON WTRWRKS #1476R1050 FRAME	62-02-83100-390	195.80
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-MENARDS APPLETON WEST WISIPHON WATER LEVEL MONITOR	62-02-83100-390	216.99
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-FERGUSON ENT, INC 448 PARTS FOR LIFT STATION REPAIRS	62-02-83200-390	221.55
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-PAYPAL *ITE WISCITE TRAFFIC ENG WORKSHOP/TRANS PLANNIN	62-02-85100-330	25.00
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-MENARDS APPLETON WEST WIRODENT CONTROL SUPPLIES FO	62-02-83200-390	21.99
03/31/2020	US BANK CREDIT CARD	USB-MAR20-7	CC-LINCOLN CONTRACTORS SUPPL/LL/XL TREADS BOOT	62-02-82700-291	47.99

Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
Total 200331200:					6,842.07
Total 62:					9,380.66
63					
03/31/2020	US BANK CREDIT CARD	USB-MAR20-1	CC-PAYCOM SALES Payroll/HR Software Implementation	63-03-82000-295	364.00
03/31/2020	US BANK CREDIT CARD	USB-MAR20-1	CC-DLT SOLUTIONS 703-773-AutoCad Software License and Support	63-03-82000-295	1,087.60
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-BOBCAT PLUS INC - APPLERENTAL OF BOBCAT LOADER & BRUS	63-03-82000-360	600.00
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-IN *ARCHIVESOCIAL INC Annual Archiving	63-03-82000-295	478.80
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-APPLE.COM/USA Apple Computer	63-00-37200	203.90
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-PROVANTAGE Camera Replacements	63-00-37200	128.90
03/31/2020	US BANK CREDIT CARD	USB-MAR20-2	CC-PAYPAL *ITE WISCITE TRAFFIC ENG WORKSHOP/TRANS PLANNIN	63-03-82000-330	25.00
Total 200331200:					2,888.20
04/06/2020	PSN	040620	MARCH BILLING	63-03-82000-290	49.95
Total 200406001:					49.95
Total 63:					2,938.15
Grand Totals:					395,565.09

Angie Cain, Secretary: Angie Cain

Date: 4/30/2020

**TOWN OF GRAND CHUTE
SANITARY DISTRICT #1
2020 BUDGET STATEMENT
MARCH 2020**

	2020 BUDGET	CURRENT MONTH	2020 YTD	% BUDGET	REMAINING BUDGET
EXPENSES					
PERSONNEL	663,000	41,088	105,449	16%	557,551
OPERATIONS AND MAINTENANCE	5,633,025	413,191	233,491	4%	5,399,534
Subtotal-Operating Expense	6,296,025	454,279	338,939	5%	5,957,086
DEBT SERVICE	350,000	-	40,000	11%	310,000
CAPITAL IMPROVEMENTS	1,779,876	(3,712)	23,977	1%	1,755,899
Subtotal-Capital Expenses	2,129,876	(3,712)	63,977	3%	2,065,899
TOTAL EXPENSE	8,425,901	450,567	402,917	5%	8,022,984
REVENUES					
Operating Revenues	6,458,377	337,739	1,134,938	18%	5,323,439
Capital Revenues	107,500	-	-	0%	107,500
TOTAL REVENUES	6,565,877	337,739	1,134,938	17%	5,430,939
Operating Net Income	162,352		795,999		

**TOWN OF GRAND CHUTE
SANITARY DISTRICT #2
2020 BUDGET STATEMENT
MARCH 2020**

	2020 BUDGET	CURRENT MONTH	2020 YTD	% BUDGET	REMAINING BUDGET
EXPENSES					
PERSONNEL	455,790	30,517	79,415	17%	376,375
OPERATIONS AND MAINTENANCE	2,735,153	162,534	206,027	8%	2,529,126
Subtotal-Operating Expense	3,190,943	193,051	285,442	9%	2,905,501
DEBT SERVICE	90,000	-	-	0%	90,000
CAPITAL IMPROVEMENTS	241,626	333	16,566	7%	225,060
Subtotal-Capital Expenses	331,626	333	16,566	5%	315,060
TOTAL EXPENSE	3,522,569	193,384	302,008	9%	3,220,561
REVENUES					
Operating Revenues	3,385,500	234,461	501,809	15%	2,883,691
Capital Revenues	104,250	-	-	0%	104,250
TOTAL REVENUES	3,489,750	234,461	501,809	14%	2,987,941
Operating Net Income	194,557		216,366		

**TOWN OF GRAND CHUTE
SANITARY DISTRICT #3
2020 BUDGET STATEMENT
MARCH 2020**

	2020 BUDGET	CURRENT MONTH	2020 YTD	% BUDGET	REMAINING BUDGET
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EXPENSES

PERSONNEL	381,520	23,622	61,910	16%	319,610
OPERATIONS AND MAINTENANCE	1,200,704	11,846	38,265	3%	1,162,439
Subtotal-Operating Expense	1,582,224	35,469	100,175	6%	1,482,049

DEBT SERVICE	405,000	-	95,000	23%	310,000
CAPITAL IMPROVEMENTS	1,304,476	1,241	159,334	12%	1,145,142
Subtotal-Capital Expenses	1,709,476	1,241	254,334	15%	1,455,142

TOTAL EXPENSE	3,291,700	36,710	354,509	11%	2,937,191
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REVENUES

Operating Revenues	3,210,500	212,523	483,757	15%	2,726,743
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Capital Revenues	152,250	-	-	0%	152,250
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TOTAL REVENUES	3,362,750	212,523	483,757	14%	2,878,993
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Operating Net Income	1,628,276		383,582		
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**TOWN OF GRAND CHUTE
EAST SIDE UTILITY DISTRICT
2020 BUDGET STATEMENT
MARCH 2020**

	2020 BUDGET	CURRENT MONTH	2020 YTD	% BUDGET	REMAINING BUDGET
EXPENSES					
PERSONNEL	10,300	-	-	0%	10,300
OPERATIONS AND MAINTENANCE	29,140	2,400	1,042	4%	28,098
Subtotal-Operating Expense	39,440	2,400	1,042	3%	38,398
CAPITAL IMPROVEMENTS					
	-	-	-	0%	-
Subtotal-Capital Expenses	-	-	-	0%	0
TOTAL EXPENSE	39,440	2,400	1,042	3%	38,398
REVENUES					
Operating Revenues	43,771	735	18,963	43%	24,808
TOTAL REVENUES	43,771	735	18,963	43%	24,808
Operating Net Income	4,331	(1,665)	17,921		



AGENDA REQUEST
5/5/2020

TOPIC: Professional Services Master Agreement, Addendum and Amendment, with Westwood Professional Services, Inc.

<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 Master Agreement, Addendum and Amendment, with Westwood Professional Services, Inc.

BACKGROUND/ANALYSIS: For several years the Town has been utilizing OMNNI Associates, Inc. for compliance with the Illicit Discharge Detection & Elimination (IDDE) program that is required as part of the WDNR MS4 General Permit for stormwater. Recently, OMNNI Associates, Inc. became Westwood Professional Services, Inc. In order to continue to utilize OMNNI, now Westwood, for our IDDE program, this administrative change requires the Town to approve a Professional Services Master Agreement (MSA).

The MSA was thoroughly reviewed by the Town Attorney. All concerns of the Town Attorney have been addressed by the Addendum and Amendment that have been made part of this agreement by reference. Any future work to be performed by Westwood for the Town, including the 2020 IDDE program, will be approved via Project Work Order. An example of the Project Work Orders is included as part of the MSA.

RECOMMENDATION: Staff recommends approval of the Professional Services Master Agreement, Addendum and Amendment, with Westwood Professional Services, Inc.

FISCAL IMPACT: N/A

ATTACHMENTS:
Attachment No. 1 - Westwood Professional Services Master Agreement with Addendum and Amendment

PROFESSIONAL SERVICES MASTER AGREEMENT

This agreement, including the attached Project Work Order and Project Change Order, is made and entered into this 27th day of March, 2020 (the "Agreement"), by and between the below Client and Consultant:

Client: **Town of Grand Chute** ("Client")
1900 W. Grand Chute Boulevard
Grand Chute, WI 54913-9613
Ph: (920) 832-1573 Fax: (920) 832-6036

Consultant: **Westwood Professional Services, Inc.** ("Westwood")
12701 Whitewater Drive Suite 300
Minnetonka, MN 55343
Ph: (952) 937-5150 Fax: (952) 937-5822

Project: **Professional Services Master Agreement**

Projects will be as determined from time to time by Client. Each new scope of work will be initiated by a "Project Work Order" as defined by Attachment A. Any necessary scope of work and fee changes will be documented by a "Project Change Order" as defined by Attachment B. Both documents will be agreed to and executed by both the Client and Westwood.

Services: Westwood will provide professional services. Such professional services may include, but are not limited to: engineering services, survey services, renewable energy design, LiDAR mapping and aerial photography, GIS (Graphic Information Systems), wetland services, EIS (Environmental Impact Statements), EAW (Environmental Assessment Worksheet), sustainable and conservation development, soil mapping, cultural resources, feasibility studies, regulatory research and permitting, threatened and endangered species, erosion control services, SWPPP development (Storm Water Pollution Prevention Program) and review, land liaison services, title services, and land acquisition (described generally herein as "Services"). These Services, as defined in the Project Work and Change Orders, will be provided on an as-needed basis as requested by Client and agreed to by Westwood. Westwood Services may result in drawings, specifications, plans, reports, work product, and any other deliverable ("Deliverables") that may be requested by the Client and agreed to by Westwood.

Fee: Charges for the above-described Services will be on an hourly basis in accordance with the Fee Schedule in effect at the time when the work is performed; or on a lump sum basis as agreed, based on the individual project. Fee estimates will be included in the Work Order, with the final cost to be determined based on actual requirements of the project and services rendered.

1. GENERAL CONDITIONS OF AGREEMENT

- A. The standard of care for all professional consulting and related services performed or furnished by Westwood under this Agreement will be the care and skill ordinarily used by members of Westwood's profession practicing under similar circumstances at the same time and in the same locality. Except as expressly set forth in Paragraph 1.B, Westwood makes no warranties, express or implied, under this Agreement or otherwise, in connection with Westwood's Services and Deliverables. Westwood and its consultants may use or rely upon the design services of Client and others, including, but not limited to, contractors, manufacturers, and suppliers.

- B. If Client notifies Westwood of a deficiency, or if Westwood determines there is a deficiency, within sixty (60) days after delivery of a Deliverable to Client, as Client's sole and exclusive remedy, Westwood shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Client-furnished information.
- C. Client shall be responsible for, and Westwood may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Westwood pursuant to this Agreement. Westwood may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- D. Westwood neither guarantees the performance of any third party, including contractors, using the Deliverables and Services, nor assumes responsibility for any third party's failure to furnish and perform any work that uses the Deliverables and Services.
- E. Westwood shall not be responsible for the acts or omissions of any contractor(s), subcontractor(s) or supplier(s), or of any of the contractor's agents or employees or any other persons (except Westwood's own employees) furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of Deliverables without consultation and advice of Westwood.
- F. It is understood and agreed that if Westwood's services under this Agreement do not include construction phase services, and that such services will be provided by Client, then Client assumes all responsibility for interpretation of Deliverables and for construction observation or review and waives any claims against Westwood related thereto.
- G. This Agreement is to be governed by the laws of the State of Minnesota.
- H. All express indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- I. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Client and Westwood.
- J. Nothing contained herein shall be construed to mean that Westwood and Client are engaging in a joint venture or partnership.
- K. If either party hereto shall commence any action or proceeding against the other in connection with the terms, conditions, or obligations under this Agreement, the prevailing party shall be entitled to recovery of its reasonable attorney's fees and costs incurred herein. Interest on any outstanding balance shall accrue at the rate of 1.25% per month.

2. TERMINATION

- A. Either party may terminate the Agreement upon thirty (30) days written notice in the event of failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
- B. Westwood may terminate the Agreement upon seven (7) days written notice if:
 - 1) Westwood believes that Westwood is being requested by Client to furnish or perform services contrary to Westwood's responsibilities as a licensed professional; or
 - 2) Westwood's Services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Westwood's control.

Westwood shall have no liability to Client as a result of such termination in this paragraph.

- C. Notwithstanding the foregoing, this Agreement will not terminate as a result of a failure under this Paragraph 2 if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within thirty (30) days of receipt of notice; provided, however, that if and to the extent such failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
- D. The terminating party may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Westwood to demobilize personnel and equipment from the Project site, to complete tasks providing value which would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Westwood shall be compensated for the time required to complete such tasks.
- E. Westwood shall be compensated for all services performed by it prior to the date of termination.

3. USE OF DOCUMENTS

Westwood shall be the exclusive owner of all right, title, and interest in and to any and all Deliverables, together with any and all related rights of copyright, patent, trade secret, trademark and service mark, and all other proprietary rights of any kind whatsoever.

Subject to the provisions herein and upon Westwood's receipt of full payment therefore, Westwood hereby grants to Client, and Client accepts: (i) a nonexclusive, nontransferable, without the right to sublicense, royalty-free license to use the Deliverables for the sole purpose of constructing the Project: and (ii) the right to reproduce applicable portions of the Deliverables for Client's contractors, consultants, and suppliers solely for use in construction of the Project, provided Client reproduces on such copies the copyright notice and other proprietary legends that were on the original Deliverable.

Deliverables are not intended or represented to be suitable and are not licensed to Client for reuse by Client or others on extensions of the Project or on any other project. Upon termination for cause of this Agreement by Westwood, the license granted herein shall terminate. Any unauthorized use of the Deliverables will be at Client's sole risk and without liability to Westwood or to Westwood's consultants. Client shall indemnify and hold harmless Westwood and Westwood's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

4. SUCCESSORS, ASSIGNS, AND BENEFICIARIES

- A. Client and Westwood each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Westwood are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and permitted assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Westwood may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Westwood to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Westwood and not for the benefit of any other party.

5. HAZARDOUS ENVIRONMENTAL CONDITIONS

- A. It is acknowledged by both parties that Westwood's scope of services does not include any services related to a hazardous environmental condition. In the event Westwood or any other party encounters a hazardous environmental condition, Westwood may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous environmental condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations.
- B. Client acknowledges that Westwood is performing professional services for Client and that Westwood is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with Westwood's activities under this Agreement.

6. ALLOCATION OF RISKS

- A. To the fullest extent permitted by law, Westwood shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of consultants, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Westwood or Westwood's officers, directors, partners, employees, and Westwood's consultants in the performance and furnishing of Westwood's services under this Agreement.
- B. To the fullest extent permitted by law, Client shall indemnify and hold harmless Westwood, Westwood's officers, directors, partners, employees, and Westwood's consultants from and against any and all claims, demands, costs, losses, and damages (including but not limited to all fees and charges of consultants, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) and liabilities that Westwood may incur or suffer which arise out of or relate to: (i) the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project; and (ii) Client's breach of or failure to perform any of its obligations of this Agreement or a Proposal.
- C. To the fullest extent permitted by law, Westwood's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of Westwood and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Westwood's negligence bears to the total negligence of Client, Westwood, and all other negligent entities and individuals. In no event shall Westwood's total liability exceed Westwood's total contract price.
- D. Neither party shall be liable with respect to any subject matter of this Agreement for any indirect, incidental, special, exemplary or consequential damages, including without limitation, any loss of revenues or profits.

7. PAYMENTS FOR SERVICES AND REIMBURSABLE EXPENSES

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with Westwood's standard invoicing practices and will be submitted to Client by Westwood monthly, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Westwood for services and expenses within thirty (30) days after receipt of Westwood's invoice there for, the amounts due Westwood will be increased at the rate of 1.25% or the highest rate permitted by law per month or past thereof from said thirtieth (30th) day. In addition, after payments are due, Westwood may, after giving seven (7) days written notice to Client, suspend services under this Agreement until Westwood has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested in good faith may be withheld from payment, and the undisputed portion will be paid.

Client shall pay Westwood for Services as follows:

- A. An amount equal to the cumulative hours charged to the Project by Westwood's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Westwood's consultants' charges, if any.
- B. Westwood's standard hourly rates applicable to the respective project shall be defined in the Project Work Order as defined in Attachment A.
- C. Westwood may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered.
- D. The standard hourly rates and reimbursable expenses schedule will be adjusted annually to reflect equitable changes in the compensation payable to Westwood.
- E. Client shall pay Westwood for reimbursable expenses. The amounts payable to Westwood for reimbursable expenses will be the Project-related internal expenses actually incurred or allocated by Westwood, plus all invoiced external reimbursable expenses allocable to the Project, the latter of which is multiplied by a factor of 1.15.
- F. Whenever compensation to Westwood herein is stated to include charges of Westwood's consultants, those charges shall be the amounts billed by Westwood's consultants to Westwood multiplied by a factor of 1.15. The external reimbursable expenses and Westwood's factors include consultant's overhead and profit associated with Westwood's responsibility for the administration of such services.

8. FORCE MAJEURE

An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of Westwood to perform Services shall be suspended for the duration of the event of Force Majeure. In such event, the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, Westwood may, in its sole discretion, upon five (5) days prior written notice, terminate this Agreement or the affected Project Work Order, or both. In the case of such termination, in addition to the compensation and time extension set forth above, Westwood shall be compensated for all reasonable termination expenses.

9. PRE-LIEN NOTICE UNDER MINNESOTA STATUTE

- A. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.**
- B. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement including but not limited to the attachments, Project Work Order, and Project Change Order.

CLIENT:

Town of Grand Chute

David Schowalter

(Print/Type)

By: _____

Title: President of the Sanitary Commission

Date Signed: _____

Address/Contact for giving notices:

Town of Grand Chute

1900 W. Grand Chute Boulevard

Grand Chute, WI 54913-9613

CONSULTANT:

Westwood Professional Services, Inc.

By: JASON M. McCarty

Title: VICE PRESIDENT

Dated Signed: 3-27-2020

Address/Contact for giving notices:

Westwood Professional Services, Inc.

C/O Joanna L. Vossen, General Counsel

12701 Whitewater Drive Suite 300

Minnetonka, Minnesota 55343

- Attachments: A PSMA Project Work Order
B PSMA Project Change Order
C Insurance

ATTACHMENT A

Project Work Order

Professional Services Master Agreement

PROJECT TITLE: _____

CLIENT NAME _____

DATE OF WORK ORDER _____

PROJECT WORK ORDER NUMBER PWO-000XX

PROJECT LOCATION: _____

CONTRACTOR PROJECT NUMBER: _____

This Project Work Order between Client and Westwood is set forth pursuant to our “Professional Services Master Agreement” executed on March 27, 2020.

I. Contract Documents

This project work order, any resulting change orders, and the Professional Services Master Agreement comprise the contract documents, and there are no other general or supplementary conditions further stipulated.

II. Project Description

Description of the project.

III. Client and Westwood Responsibilities

- 1. Client Responsibilities

- 2. Westwood Responsibilities

Define the associated proposal to include the date of the proposal and the fee schedule.

IV. Deliverables

Clearly define the deliverables.

V. Schedule

- 1. Services will commence on *date* and will proceed for *number* of working days.
- 2. Notice to Proceed is understood to be this work order signed, dated, and fully executed by both Consultant and Westwood.

VI. Staff

- 1. Pursuant to completion of this work order, Westwood will utilize the following primary personnel under the designated roles listed:

a. Name, License, Title

Description of responsibilities.

Contact Information

b. Name, License, Title (If project scope requires more than one service)

Description of responsibilities.

Contact Information

VII. Project Work Order Attachments:

- 1. Westwood *Proposal Document if required.*
- 2. *Fee Table*

VIII. Form of Contract

- 1. The estimated project cost is:
 - a. Brief Scope of Services and Total Estimated Fee.*
- 2. Westwood will issue invoices on an approximate 4-week cycle.

ACCEPTED AND AGREED TO:

Town of Grand Chute (Client):

Westwood Professional Services, Inc. (Westwood):

(Signature)

(Signature)

(Name – Printed)

(Name – Printed)

(Title)

(Title)

ADDRESS FOR GIVING NOTICES:
(If Different than Professional Services Master Agreement)

ADDRESS FOR GIVING NOTICES:
(If Different than Professional Services Master Agreement)

ATTACHMENT B

Project Change Order

Professional Services Master Agreement

WPS-PSMA-11-10XX

PROJECT TITLE: _____

CLIENT NAME _____

DATE OF CHANGE ORDER _____

PROJECT CHANGE ORDER NUMBER PCO-000XX

PROJECT WORK ORDER NUMBER PWO-000XX

CONTRACTOR PROJECT NUMBER: _____

This Project Change Order between Client and Westwood is set forth pursuant to our “Professional Services Master Agreement” executed on March 27, 2020. The purpose of this Project Change Order is to modify the conditions and the scope of work as defined in Project Work Order PWO-XXX.

VII. Contract Documents

1. This project change order, the referenced project work order, and the Professional Services Master Agreement comprise the contract documents, and there are no other general or supplementary conditions further stipulated.

VIII. Project Description

Description of the changes to the project description and/or scope of work.

IX. Client and Westwood Responsibilities

1. Client Responsibilities
2. Westwood Responsibilities

Define changes to the associated Project Work Order.

X. Deliverables

Define deliverable changes to the associated Project Work Order.

XI. Schedule

- 1. *Define changes in the schedule as defined in the associated project work order.*

XII. Staff

- 2. Pursuant to completion of this project change order, Westwood will utilize the following primary personnel under the designated roles listed: *Define any staff changes*

a. Name, License, Title

*Description of responsibilities.
Contact Information*

b. Name, License, Title (If project scope requires more than one service)

*Description of responsibilities.
Contact Information*

VII. Project Change Order Attachments:

- 1. Westwood *Attachments related to the execution of the project change order.*
- 2. *Any related changes to the project work order Fee Table if required.*

VIII. Form of Contract

- 1. The estimated project cost is:

a. Define changes to Scope of Services and Total Estimated Fee.

ACCEPTED AND AGREED TO:

Town of Grand Chute (Client):

Westwood Professional Services, Inc. (Westwood):

(Signature)

(Signature)

(Name – Printed)

(Name – Printed)

(Title)

(Title)

ADDRESS FOR GIVING NOTICES:
(If Different than Professional Services Master Agreement)

ADDRESS FOR GIVING NOTICES:
(If Different than Professional Services Master Agreement)

ATTACHMENT C

INSURANCE

A. *Insurance.* Westwood shall, during the life of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
4. Workers Compensation
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee

Professional Liability Errors and Omissions Insurance. Westwood shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

**ADDENDUM AND AMENDMENT
TO
PROFESSIONAL MASTER SERVICES AGREEMENT**

This Addendum and Amendment is made to that **PROFESSIONAL MASTER SERVICES AGREEMENT** (herein "Agreement") between Westwood Professional Services, Inc. (herein "Westwood") and Town of Grand Chute (herein "Town"), dated the 27th day of March, 2020. Westwood and Town may be referred to herein individually as "Party" or collectively as "Parties"

All terms of the Agreement remain in full force and effect except as modified by this Addendum. The terms of this Addendum supersede and replace all conflicting terms in the Agreement.

1. GENERAL CONDITIONS OF AGREEMENT

The following paragraph(s) are amended as follows:

- B. The sixty (60) daytime limit is changed to a time limit of one (1) year.
- E. Westwood remains solely responsible for the work of all consultants, contractors, and subcontractors, if any, under contract directly with Westwood, and for Westwood's employees. The Town has no responsibility or liability for Westwood's consultants, contractors, subcontractors, or Westwood's employees.
- G. The State of "Minnesota" is changed to the State of "Wisconsin".
- K. The Town and Westwood shall each be responsible for their own attorney's fees and costs and neither Party shall at any time, or any circumstances be responsible to pay the attorney's fees of the other Party.

2. TERMINATION

The following paragraph(s) are amended as follows:

- A. The Town is also authorized to terminate this Agreement, in the Town's sole discretion, upon thirty (30) days written notice to Westwood, without cause and without any requirement that Westwood be in breach of the Agreement as a condition for termination by the Town.

3. USE OF DOCUMENTS

The following paragraph(s) are amended as follows:

All work performed, and all work product produced, by Westwood for the Town under this Agreement constitutes “work made for hire” and, upon payment in full for Westwood’s services, is owned by the Town.

Westwood is not responsible or liable for, use of the work performed, or the work product produced, by the Town, if and when used for any project other than the project for which Westwood performed the work, or produced the work product, for the Town.

Any modifications made by the Town to any of Westwood’s documents, or any use, partial use or reuse of the documents without written authorization or adaptation by Westwood will be at the Town’s sole risk and without liability to Westwood.

6. ALLOCATION OF RISKS

The following paragraph(s) are amended as follows:

A. This paragraph is deleted. Both parties remain responsible to each other in accordance with the rights and remedies available under contract law in the State of Wisconsin. Neither Party is obligated to hold harmless, indemnify and defend the other Party under any circumstances

B. This paragraph is deleted. Both parties remain responsible to each other in accordance with the rights and remedies available under contract law in the State of Wisconsin. Neither Party is obligated to hold harmless, indemnify and defend the other Party under any circumstances

7. PAYMENTS FOR SERVICES AND REIMBURSABLE EXPENSES

The following paragraph(s), under the heading “**Client shall pay Westwood for Services as follows:**” are amended as follows:

The intro is deleted and replaces as follows: For services provided on an hourly basis as provided in a Project Work Order, Client shall pay Westwood for Services as follows:

A-1. Westwood shall not bill any services to Client on an hourly basis unless an hourly basis for charging approved in writing in advance by client in a written Project Work Order.

C. This paragraph is deleted.

D-1. Subparagraph D. remains subject to all remaining provisions under this Section 7 of this Addendum and Amendment.

E. This paragraph is deleted and replaced as follows: No expenses incurred by Westwood shall be reimbursable by the Client to Westwood unless those expenses incurred by Westwood have been approved in advance by the Client for reimbursement in writing. The amounts payable to Westwood for reimbursable expenses will be the Project-related internal expenses actually incurred or allocated by Westwood, plus all invoiced external reimbursable

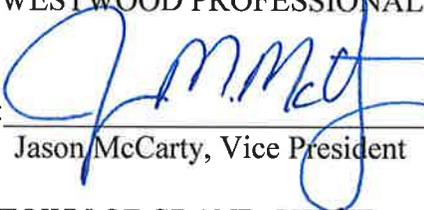
expenses allocable to the Project, the latter of which is multiplied by a factor of 1.15, all of which shall specifically be identified, itemized, and include the dollar amount to be reimbursed, in a written Project Work Order approved by the Client prior to incurring any expense claimed by Westwood to be reimbursable.

F. This paragraph is deleted and replaced as follows: Westwood shall not bill the Town for costs incurred by/with Westwood's consultants unless established in advance and approved by the Town in writing in a Project Work Order prior to Westwood incurring third party consultant charges which Westwood intends to bill to the Town, for each **Project Work Order**, on a project by project and change order basis. Whenever compensation to Westwood is stated in a Project Work Order to include charges of Westwood's consultants, those charges shall be the amounts billed by Westwood's consultants to Westwood multiplied by a factor of 1.15 which services shall specifically be identified, itemized, and include the dollar amount to be charged to the Client.

Dated and effective the same date as the effective date of the Agreement.

WESTWOOD PROFESSIONAL SERVICES, INC.

BY:



Jason McCarty, Vice President

TOWN OF GRAND CHUTE

BY:

David Schowalter, Town Chairman

BY:

Angie Cain, Town Clerk



AGENDA REQUEST
5/5/2020

TOPIC: Professional Services Project Work Order with Westwood Professional Services, Inc. for 2020 IDDE Stormwater inspections in the amount of \$10,300

<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 Project Work Order with Westwood Professional Services, Inc. for 2020 IDDE Stormwater Inspections in the amount of \$10,300.

BACKGROUND/ANALYSIS: As part of the Town's WDNR MS4 permit for stormwater we are required to complete an Illicit Discharge Detection & Elimination (IDDE) program. Costs for this program have been included in the SAN 3 2020 budget. OMNNI, now Westwood, has been providing this service to the Town now for several years. The 2020 agreement cost is slightly less than the 2019 cost.

RECOMMENDATION: Staff recommends approval of the Professional Services Project Work Order with Westwood Professional Services, Inc. for 2020 IDDE Stormwater inspections in the amount of \$10,300.

FISCAL IMPACT: BUDGET
The 2020 SAN 3 budget includes \$11,350 in the Operation & Maintenance account for IDDE professional services.

ATTACHMENTS:
Attachment No. 1 - 2020 IDDE Stormwater Inspections Project Work Order with Westwood

Project Work Order

Professional Services Master Agreement

PROJECT TITLE: 2020 IDDE stormwater inspections

CLIENT NAME Town of Grand Chute

DATE OF WORK ORDER April 21, 2020

PROJECT WORK ORDER NUMBER PWO-0001

PROJECT LOCATION: Town of Grand Chute

CONTRACTOR PROJECT NUMBER: _____

This Project Work Order between Client and Westwood is set forth pursuant to our “Professional Services Master Agreement” executed on April 21, 2020.

I. Contract Documents

This project work order, any resulting change orders, and the Professional Services Master Agreement comprise the contract documents, and there are no other general or supplementary conditions further stipulated.

II. Project Description

Conduct the 2020 ongoing stormwater illicit discharge detection and elimination (IDDE) field screening program for the Client.

III. Client Responsibilities

1. Provide updates to the Client’s MS4 system and utility GIS data.
2. Notify Town departments of field screening effort and field staff activities.
3. Coordinate response to identified potential illicit discharges via the Illicit Discharge Coordinator.
4. Prepare and submit MS4 Annual Report.

IV. Deliverables

1. Outfall reports shall be provided in hardcopy and PDF format.
2. Outfall photos and flow photos and/or videos shall be provided to Client on a DVD-ROM.
3. Two (2) copies of the field screening summary report, including the outfall reports for the screened outfalls.
4. Outfall condition assessment report.

V. Schedule

1. Consultant shall exercise its reasonable efforts to perform those Services and deliver the related Documents by December 31, 2020.
2. Notice to Proceed is understood to be this work order signed, dated, and fully executed by both Client and Westwood.

VI. Staff

1. Pursuant to completion of this work order, Westwood will utilize the following primary personnel under the designated roles listed:
 - a. **Brian Wayner, P.E., Environmental Manager**
Project Manager
920-830-6141
brian.wayner@westwoodps.com
 - b. **Jason Weis, P.E., Project Manager**
Project Engineer
920-830-6106
jason.weis@westwoodps.com

VII. Project Work Order Attachments:

No attachments to this Project Work Order.

VIII. Form of Contract

1. 2020 Stormwater outfall screening.
 - a. Update the illicit discharge GIS applications for the 2020 screening program.
 - b. Conduct up to 105 scheduled outfall inspections. Outfall inspections shall include priority outfalls, recommended outfalls to be rescreened from the 2019 program inspections, and outfalls in the 2020 screening cycle.
 - i. For each outfall screened, the geographic location shall be verified; a digital photograph showing general location and configuration shall be taken; a digital photograph and/or video showing flow or the absence of flow shall be taken; and physical data on the outfall shall be verified.
 - ii. For inspected outfalls that are flowing 48 or more hours after a runoff-producing rainfall event, flow characteristics shall be documented.
 - iii. A sample of the stormwater shall be collected from outfalls that are flowing 48 or more hours after a runoff-producing rain event and analyzed using field tests and/or the Hach kit for stormwater.
 - iv. Indicator parameters from the stormwater sample (parameters can include: pH, conductivity, temperature, ammonia, total chlorine, and detergents) shall be measured as outlined in the Town of Grand Chute's Ongoing Screening Program.
 - v. For outfalls that are partially or fully submerged and show signs of flow, the stormwater sample shall be collected from the next accessible upstream location.

- vi. If a potential illicit discharge is detected, the Town shall be notified and provided with the data collected during the screening of the outfall.
 - c. Produce inspection reports for each inspected outfall, including general outfall characteristics and illicit discharge indicator parameters.
 - d. Produce a program summary report describing the outfall screening procedures that were followed, along with any potential illicit discharges that were discovered.
 - e. Produce a summary report of outfalls that have observed structural damage, significant deposition or erosion, or graffiti.
 - f. Update the outfall map showing the locations of the identified outfalls.
2. The following Services are not included in this Project Work Order, but shall be provided as Additional Services if authorized or confirmed in writing by the Client:
- a. Updating Client's MS4 map beyond updating the coordinates of outfalls as located during the field inspections.
 - b. Additional outfall screening over the 105 scheduled outfalls scoped.
 - c. Outside laboratory testing.
 - d. Tracking potential illicit discharges.
 - e. Any service not specifically identified in the scope of services.
3. Westwood will perform the work scope listed for a lump sum fee of \$10,300.

ACCEPTED AND AGREED TO:

Town of Grand Chute (Client):

 (Signature)

 (Name – Printed)

 (Title)

ADDRESS FOR GIVING NOTICES:
(If Different than Professional Services Master Agreement)

Westwood Professional Services, Inc. (Westwood):

Brian D. Wayner

 (Signature)
 Brian D. Wayner

 (Name – Printed)
 Environmental Manager

 (Title)

ADDRESS FOR GIVING NOTICES:
(If Different than Professional Services Master Agreement)



AGENDA REQUEST

5/5/2020

TOPIC: Approve the Professional Services Agreement with McMahon Associates for 2020 ecological services in the amount of \$24,300.

<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: Karen M. Heyrman, P.E. <i>Kmh</i> Deputy Director of Public Works

ISSUE: Shall the Sanitary Commission approve the agreement to manage aquatic plants and prairies at existing ponds and biofilters, and for installation and management of aquatic plants along with obtaining prairie seeding quotes at the regional pond on Misty Lane for the following costs:

Horizon Pond	\$1,300-\$1,850
North Bluemound Pond	\$600-\$900
South Bluemound Pond	\$400-\$600
Bluemound Drive Biofilters (Four)	\$700-\$900
Casaloma Drive Biofilters (13)	\$700-\$1,100
Gillett Pond	\$2,500-\$3,500
Misty Pond aquatic and prairie planting	\$13,450-\$15,450*

*This amount includes the Towns cost to the nursery for the purchase of aquatic plants (estimated at \$1,950) and the landscaping company fees for prairie and tree planting (estimated at \$8,000).

BACKGROUND/ANALYSIS: The proper establishment of aquatic plants and prairie plantings will determine the amount of on-going maintenance that will be required. The goal is to have attractive, low maintenance storm water facilities that perform as designed.

RECOMMENDATION: Staff recommends approval of the Professional Services Agreement with McMahon Associates for 2020 ecological services in the amount of \$24,300. The budget includes \$28,100 for this work.

FISCAL IMPACT: BUDGET, Sanitary District 3.

ATTACHMENTS: McMahon Associates Professional Services Agreement dated April 20, 2020.

Town of Grand Chute
Attn: Katie Schwartz
1900 West Grand Chute Blvd.
Grand Chute, WI 54913

Date: April 20, 2020

McM. No. G0006-9-18-00168.00

PROJECT DESCRIPTION:

Manage wetlands and prairies at the Horizon, Gillett Street, South Bluemound, North Bluemound Ponds, Misty Pond, four biofilters in Bluemound Drive and 13 biofilters on Casaloma Drive in Grand Chute, Outagamie County, Wisconsin in 2020.

SCOPE OF SERVICES:

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

- Inspect both the wetlands and prairies once a month in April, May, June, July, August, September, October and November for exotic/invasive species and other ecological management purposes.
- Spot herbicide invasive weeds in the wetlands three times during the growing season.
- Spot herbicide invasive weeds in the prairies three to five times during the growing season.
- Design and obtain quotes to seed native prairie at the Misty Pond.
- Inform trapper of muskrat trapping needs.
- Divide and transplant wetland plants, as needed, to enhance erosion protection, ecological, aesthetic, and stormwater treatment components of the wetlands (Horizon, Gillett Street and Misty Ponds).
- Trim dead native vegetation in the spring. Remove and/or herbicide weeds from the four biofilters on Bluemound Drive.
- Supply and install 46 quart size prairie plants (Butterfly Milkweed, Purple Coneflower, and Prairie Dropseed) in four biofilters on Bluemound Drive.
- Herbicide and/or remove weeds from 13 biofilters on Casaloma Drive two times.
- Install 1,941 aquatic plants (lake sedge, blue flag iris, yellow lily, white lily, arrowhead, soft stem bulrush, and burreed) in the Misty Pond.

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

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

- Pay for aquatic nursery invoices (estimated at \$1,950) (McMahon Associates, Inc. will coordinate) for the Misty Pond.
- Retain landscape company for prairie, site preparation, prairie seeding, erosion control blanket, and supply three oak trees at the Misty Pond (estimated \$7,000 - \$8,000).

The Town of Grand Chute agrees that the Project Description, Scope Of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon Associates, Inc.

COMPENSATION: (Does Not Include Permit Or Approval Fees)

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

- Rates Per Attached Fee Schedule | Estimated At:
 - ▼ Horizon Pond.....\$1,300 - \$1,850
 - ▼ North Bluemound Pond\$600 - \$900
 - ▼ South Bluemound Pond\$400 - \$600
 - ▼ Four Biofilters (Bluemound Drive)\$700 - \$900
 - ▼ 13 Biofilters (Casaloma Drive).....\$700- \$1,100
 - ▼ Gillett Street Pond.....\$2,500 - \$3,500
 - ▼ Misty Pond\$4,500 - \$5,500

COMPLETION SCHEDULE:

McMahon Associates, Inc. agrees to complete this project as follows:

- The services will be provided for the year 2020.

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.

TOWN OF GRAND CHUTE
Outagamie County, Wisconsin

By:

(Authorized Signature)

Title: _____

Date: _____

McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

By:



Stuart A. Boerst, P.S.S., P.H.

Title: Associate / Senior Ecologist

Date: April 20, 2020

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, pandemics, 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 | 2020

McMAHON ASSOCIATES, INC.

Effective: 01/02/2020 | Rev. 01/09/2020

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$172.00 - \$221.00
Senior Project Manager	\$172.00
Project Manager	\$120.00 - \$159.00
Senior Engineer	\$151.00 - \$159.00
Engineer	\$82.00 - \$140.00
Senior Engineering Technician	\$110.00 - \$121.00
Engineering Technician	\$77.00 - \$100.00
Senior Architect	\$162.00
Architect	\$114.00 - \$136.00
Senior Land Surveyor	\$110.00 - \$143.00
Professional Administrator Services	\$113.00
Public Management Specialist	\$110.00
Public Safety Specialist	\$110.00
Land Surveyor	\$101.00
K-12 Administrative Specialist	\$103.00
Land Surveyor Technician	\$79.00 - \$90.00
Surveyor Apprentice	\$57.00
Erosion Control Technician	\$77.00
Senior Hydrogeologist	\$172.00
Senior Ecologist	\$164.00
Environmental Scientist	\$82.00 - \$92.00
Senior G.I.S. Analyst	\$135.00
G.I.S. Analyst	\$82.00 - \$92.00
Wetland Delineator	\$93.00
Senior Designer	\$118.00
Designer	\$76.00 - \$101.00
Senior On-Site Project Representative	\$102.00
On-Site Project Representative	\$68.00
Plan Review	\$120.00
Certified Grant Specialist	\$121.00
Graphic Designer	\$90.00
Senior Administrative Assistant	\$87.00
Administrative Assistant	\$69.00
Intern	\$37.00 - \$56.00
Professional Witness Services	\$314.00

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

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952 SOUTH STATE ROAD 2
VALPARAISO, IN 46385

Ph 219.462.7743 | Fax 219.464.8248

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REIMBURSABLE EXPENSES SCHEDULE | 2020

McMAHON ASSOCIATES, INC.

Effective: 01/02/2020

DESCRIPTION	RATE
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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	\$1,500.00

REIMBURSABLE UNITS:

Photocopy Charges - Black & White	\$0.08/Image
Photocopy Charges - Color / 8½" x 11"	\$0.45/Image
Photocopy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Mileage	\$0.65/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	\$100.00/Hour
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.45/Each
Survey Lath	\$0.65/Each
Survey Paint	\$4.50/Can
Survey Ribbon	\$2.50/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.00/Each
Survey Rebars - 5/8"	\$2.50/Each
Survey Iron Pipe - 1"	\$3.00/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**

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NEENAH, WI 54956

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AGENDA REQUEST
5/5/2020

TOPIC: Preliminary Resolution SD3-04-2020, declaring intent to exercise special assessment powers under Chapter 66, Police Powers, Wis. Stats., 2017-18 as amended for storm sewer installation on S. Casaloma Drive (Waterstone Court to W. Spencer Street).

<input type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/> Reports <input type="checkbox"/> Closed Session <input checked="" 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 Preliminary Resolution SD3-04-2020, declaring intent to exercise special assessment powers under Chapter 66, Police Powers, Wis. Stats., 2017-18 as amended for storm sewer installation on S. Casaloma Drive (Waterstone Court to W. Spencer Street).

BACKGROUND/ANALYSIS: On May 21, 2019 the Town Board approved the Professional Services Agreement with McMahon for civil engineering services in the design of S. Casaloma Drive from Waterstone Court to W. Spencer Street. As you may recall, it is proposed to urbanize this section of S. Casaloma Drive. The street width will be 37-feet back-to-back of curb with 5-foot sidewalks on both the east and west side of S. Casaloma Drive to match the existing typical section at the tie-in point at the south end of the project limits. The Town of Grand Chute Pedestrian and Bicycle Strategy calls for future sidewalk at this location. Street lighting will be included in the project.

Storm water management options are currently being analyzed in order to determine the best path forward. Options include a wet pond, biofilters, and underground treatment. In addition, the two large cross culverts/structures on the corridor will be replaced. Right-of-way acquisition will be needed at spot locations and may include land for a pond. Both permanent and temporary easements will need to be acquired.

Along the project corridor there are 53 adjoining parcels mapped within the preliminary resolution legal description. All but one of the 53 parcels is zoned RSF, while one is zoned AGD and being used as RSF. This project has been included in the Town's 2021 CIP and special assessments will be levied in accordance with the Town's Special Assessment Policy.

RECOMMENDATION: Staff recommends approval of Preliminary Resolution SD3-04-2020, declaring intent to exercise special assessment powers under Chapter 66, Police Powers, Wis. Stats., 2017-18 as amended for storm sewer installation on S. Casaloma Drive (Waterstone Court to W. Spencer Street).

FISCAL IMPACT: CIP

Construction costs will be developed and included as part of the 2021 CIP process. Expenses will be recorded in CIP and funded with future debt and special assessments.

ATTACHMENTS:

Attachment No. 1 - SD3-04-2020 and exhibits

TOWN OF GRAND CHUTE
SANITARY DISTRICT NO. 3
(OUTAGAMIE COUNTY, STATE OF WISCONSIN)
RESOLUTION SD3-04-2020

S. CASALOMA DRIVE URBANIZATION
(Waterstone Court to W. Spencer Street)

PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER CHAPTER 66, POLICE POWERS, WIS. STATS., 2017-18 AS AMENDED.

BE IT RESOLVED by the Commissioners of the Sanitary District No. 3, Outagamie County, Wisconsin as follows:

1. The Sanitary District Commission hereby declares its intention to exercise its powers under Section 66.0703(1)(b), Wis. Stats., 2017-18 as amended, to levy special assessments upon specifically benefitting property within the following described area and map as shown on Exhibit "A" for benefits conferred upon such property by improvement of the following:
 - I. Improvements
 - A. Storm Sewer Installation
 - II. Location of Improvement
 - A. Located in Section 32, T21N, R17E
2. The total amount assessed against such improvements shall not exceed the total cost of the improvements. The Sanitary District Commission determines that such improvements shall be made under the police power, and the amount assessed against each parcel shall be on a cost per front foot, area, or unit cost basis.
3. The assessments against any parcel may be paid in cash or in the number of installments as outlined in the Special Assessment Policy and according to the Final Resolution of the Sanitary District Commission.
4. The Sanitary District/Engineer is directed to prepare a Report consisting of:
 - A. Plans and specifications of said improvements
 - B. A summary of the entire cost of the proposed improvements
 - C. A schedule of proposed assessments showing the properties, which are benefited by the work or improvement

Upon completing such report, the Sanitary District Engineer is directed to file a copy thereof in the Town Clerk's Office for public inspection.

5. Upon receiving the report of the Sanitary District/Engineer, the Town Clerk is directed to give notice of a public hearing on such report as specified in Section 66.0703(7), Wisconsin Statutes. The hearing shall be held at the Grand Chute Town Hall at a time set by the Town Clerk in accordance with Section 66.0703(7), Wisconsin Statutes.

Passed and approved this _____ day of _____, 2020

SANITARY DISTRICT NO. 3

By: David A. Schowalter
President

By: Angie Cain
Secretary

EXHIBIT A

ASSESSMENT DESCRIPTION

S. Casaloma Drive Resolution Legal Description
McM. No. G0006 9-19-00423

All of Lot 1 of CSM 6463, Lots 5, 6, 7, 8, 9, 10, 12 of Wilson Plat, vacated Lois Avenue, vacated Calvin Avenue, all of Lots 1 and 2 of CSM 5727, all of Lot 1 of CSM 7217, all of Lots 1 and 38 of Grand Meadows Manor Plat, all of Lots 1 and 2 of CSM 4631, all of Lot 3 of CSM 1930, all of Lot 1 of The Reserve Plat, Part of Lots 12 and 16, all of Lots 13-15 of Woodbrook Estates Plat, all of Lots 90-99 of Westfield Meadows III, all of Lots 1 and 54 of Westfield Meadows Plat, all of Lots 59-57, 14-11, 3-1 of Casaloma West Plat.

Located in the NW1/4, and the SW1/4, of the NW1/4 and the NW1/4 of the SW ¼ of Section 32, and the NE1/4 and SE1/4 of the NE 1/4 and the NE1/4 of the SE 1/4 of Section 31, T.21N., R.17E., Town of Grand Chute, Outagamie County, Wisconsin and described as follows;

Beginning at the NW corner of said Section 32;
Thence East 151.72 feet along the North Section line of said Section to the Northerly extension of the East line of Lot 1 of CSM 6463;
Thence South 333.00 feet along said line and the East line of Lot 5 of the Wilson Plat to the Southeast corner of Lot 5;
Thence East 54.08 along the South line of Lot 13 of the First addition to Wilson Plat to the Northerly extension of the East line of Lots 6-10 of said Plat;
Thence South 756.05 feet along said line and the East Line of CSM 5727 to the Southeast corner of said Lot 10 and the North line of Lot 1 of CSM 7217;
Thence East 216.27 feet along said line to the Northeast corner of said CSM 7217;
Thence South 100 feet along the East line of said CSM to the Southeast corner thereof;
Thence West 216.74 feet along the South line of said CSM to the Northeast corner of Lot 12 of said Plat;
Thence South 138.05 feet along the East line of Lot 12 to the Southeast corner of said Lot;
Thence West 86.32 feet along the South line of said Lot to the Northeast corner of Lot 1 of Grand Meadows Manor Plat;
Thence South 160.15 feet along the East line of said lot to the Southeast corner of said Lot;
Thence East 19.2 feet along the South line of Lot 2 of said Plat to the northerly extension of the East line of Lot 38 of said Plat;
Thence South 190.67 feet along said line to the Southeast corner of said Lot;
Thence East 284.93 feet along the South line of said Plat to the Southeast corner of Lot 35 of said Plat;
Thence South 300 feet along the West line of said Plat to the Southwest corner of Lot 31 of said Plat;
Thence West 209 feet more or less along the North line of parcel 101137101 to the Northeast corner of parcel 101137100 recorded as Document No. 1756464;
Thence South 672 feet more or less along the East line of said parcel to the South line of the SW1/4 of the NE1/4 of Section 32;
Thence East 74 feet more or less along said line to the Northwest Corner of Lot 11 of Keller Park Plat;

Thence South 653.40 feet along the West boundary of Keller Park Plat to the Southeast corner of Lot 7 of said Plat and the North line of CSM 4631;

Thence East 100 feet along said North line to the Northeast corner of said CSM;

Thence South 475.14 feet along the East line of CSM 4631 and the East line of CSM 1930 to the Southeast corner of said CSM 1930;

Thence Southwesterly 403.68 feet along the South line of said CSM 1930 to the East line of the NE 1/4 of the SE 1/4 of Section 31;

Thence West 40.67 feet to the West right-of-way line of Casaloma Drive;

Thence North 42.10 feet along said West right-of-way line to the Southeast corner of Lot 1 of The Reserve Plat;

Thence Northwesterly 152.71 feet along the Southwesterly line of said Lot 1 to the Southwest Corner of said Lot 1;

Thence Northeasterly 215 feet more or less along the West line of said Lot to the center of a Mud Creek;

Thence Northwesterly along said Mud Creek 394 more or less to the Southwest corner of Parcel 102420900 recorded as Document No. 2011548;

Thence Northeast 214.1 feet along said parcel;

Thence East 84.76 feet along said parcel;

Thence North 79.86 along said parcel;

Thence Northwesterly 119.26 feet to the East right-of-way line of Brookwood Court;

Thence Northeasterly 26.35 feet along said right-of-way line to the Southwest corner of Lot 13 of Woodbrook Estates Plat;

Thence North 377.34 feet along the West line of Lots 13-15 and the Northerly extension of said line to the South Line of Lot 89 of Westfield Meadows III Plat ;

Thence East 4.98 feet along said line to the Southwest corner of Lot 90 of said Plat;

Thence Northerly 248.82 feet along the West line of Lots 90 and 91 of said Plat to the South right-of-way line of South Crocus Lane;

Thence Northeasterly 161.81 feet along said right-of-way along the West line of Lots 91-93 of said Plat;

Thence Northerly 778.76 feet along the West line of Lots 93-99 of said Plat and Lot 54 of Westfield Meadows Plat and its Northerly extension to the South line of Lot 2 of Westfield Meadows;

Thence East 44.06 feet to the Southwest corner of said Lot 1 of said Westfield Meadows Plat;

Thence North 156.13 feet along the West line of Lot 1 to the Northwest corner of said Lot;

Thence West 17.54 feet to the Southwest corner of Lot 59 of Casaloma West Plat;

Thence North 370.08 feet along the West lines of Lots 59-57 and their northerly extension to the South line of Lot 15 of said Plat;

Thence East 29.95 feet along said line to the Southwest corner of Lot 14 of said Plat;

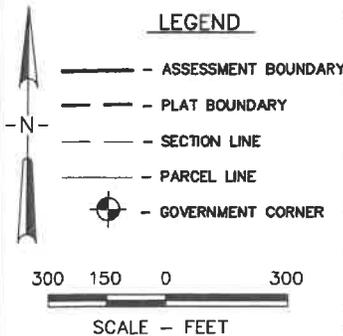
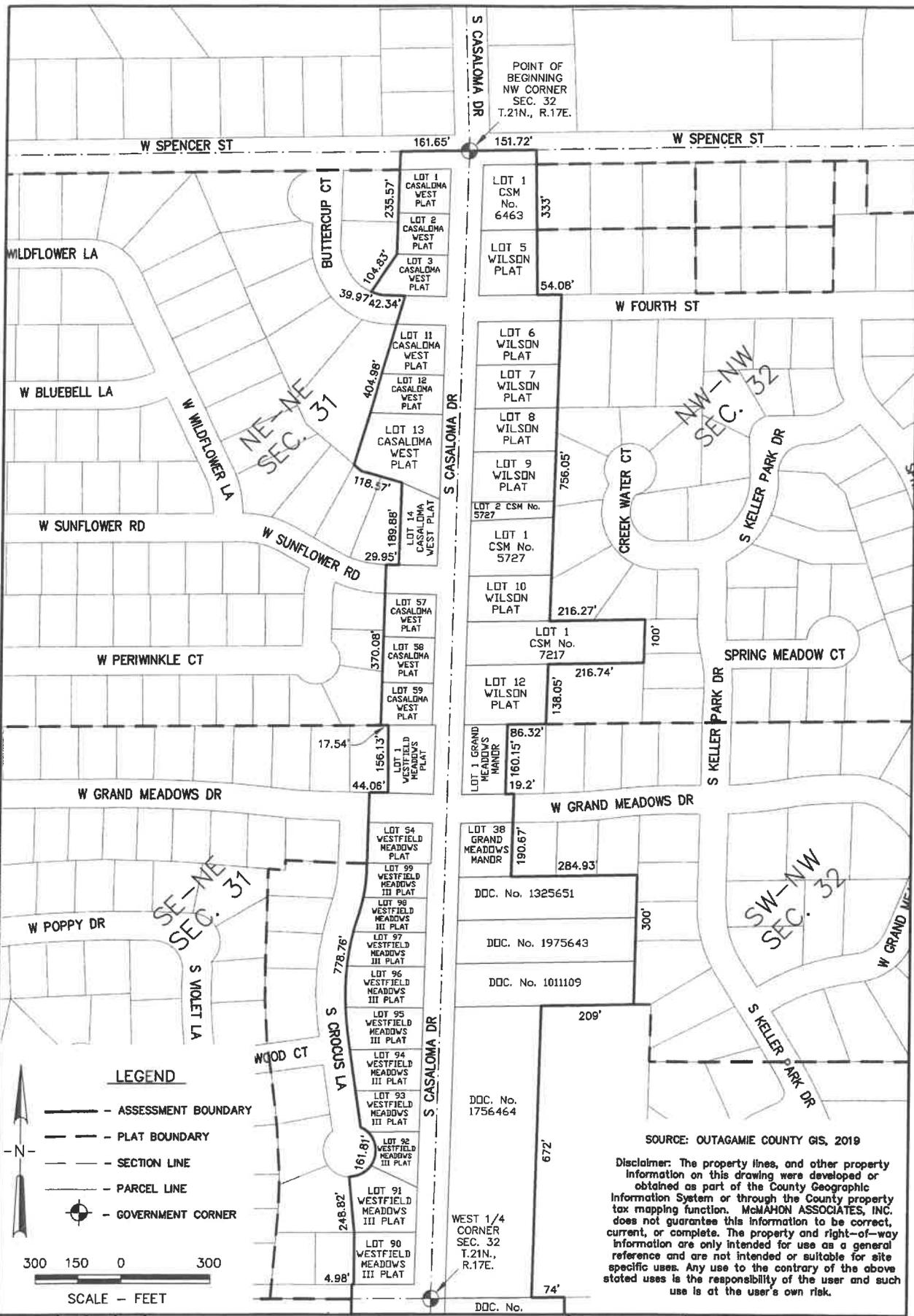
Thence North 189.88 feet along the West line to the Northwest corner of said Lot and the South line of Lot 13 of said Plat;

Thence Northwest 118.57 feet along said South line to a Southwest corner of said Lot 13;

Thence Northeast 404.98 feet along the West line of Lots 13-11 of said Plat and their extension to the South line of Lot 3 of said Plat;

Thence Westerly 82.31 along said South Line to the Southwest corner of said Lot 3;

Thence Northeasterly 104.83 feet along the West line of said Lot 3 to the Northwest corner thereof;
Thence North 235.57 feet along the West line of Lots 1 and 2 of said Plat and their extension to the
North line of NE1/4, of the NE1/4, of Section 31;
Thence East 161.65 feet along said line to the Point of Beginning.



SOURCE: OUTAGAMIE COUNTY GIS, 2019

Disclaimer: The property lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMAHON ASSOCIATES, INC. does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a general reference and are not intended or suitable for site specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.

1 of 2
 SHEET NO.
 DATE: FEB. 2020
 PROJECT NO. G0008 91900423
 DRAWN: DMJ

EXHIBIT B
 ASSESSMENTS S. CASALOMA DRIVE
 T. GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN

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McMAHON
 ENGINEERS ARCHITECTS

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