MEETING	DATE	TIME	LOCATION
Joint Sanitary District	Thursday, April 6, 2023	6:30 p.m.	Board Room 1900 W. Grand Chute Blvd.

REMOTE AUDIO OPTIONS

Web Access:
https://grandchute.my.webex.com/grandchute.my/j.php?MTID=ma00f1d95576889fa02fc616d0358ea69
Access Code: 126 909 3174
Meeting Password: 1900

Telephone Access:
Dial: (408) 418-9388
Access Code: 126 909 3174
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 Members of the public are welcome to address the Commission and Town Board. **Individuals are allowed to speak only about agenda items and must fill out a "Request to Speak" form and submit to the Town Clerk prior to the start of the meeting in order to speak during the Public Input segment of the meeting. If you wish to speak and are attending virtually, you must contact the Town Clerk 48 hours prior to the start of the meeting for special accommodations.** This segment is placed early in the agenda so that the public may make their comments prior to any discussion or action by the Commission or Town Board. Individual comments are limited to no more than three minutes each. The Public Input section is limited to a total of 15 minutes. The Commission/Town Board may suspend this rule if deemed necessary. Once the public input segment ends there will be no additional discussion from the audience.

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

1. Approve regular joint meeting minutes – March 21, 2023

F. FINANCIAL REPORTS

1. Approval of Voucher List – April 6, 2023
2. Budget Statements – February

G. NEW BUSINESS

1. Termination of Sewer and Water Main Easement and Assessment Agreement for 2400 N. Casaloma Drive.

2. Amend Chapter 463 of Town of Grand Chute Municipal Code to provide additional peak discharge requirements in order to further manage flood risks (recommend approval/denial to Town Board for O-05-2023).

3. Approve professional services agreement with McMahon Associates, Inc. related to mapping of flood prone areas within the Bear Creek watershed, in the amount of $20,000.

4. Approve professional services agreement with McMahon Associates, Inc. related to preparing design plans associated with installing a new steel casing pipe beneath existing railroad tracks along Capital Drive, in the amount of $10,800.

H. ADJOURNMENT

Public Notice: Agendas are posted in the following locations: Town Hall bulletin boards & Town website www.grandchute.net 2015 Wisconsin Act 79 allows the publication of certain legal notices on an Internet site maintained by a municipality. This law allows these types of legal notices to be posted in one physical location in the jurisdiction (instead of three) if also placed on an Internet site maintained by the local government.
Special Accommodations: Requests from persons with disabilities who need assistance to participate in this meeting should be made to the Clerk's Office at (920-832-5644) with at least 24-hour notice.
Notice of Possible Quorum: A quorum of the Town Board, Plan Commission, Board of Review, Licensing Committee, Parks Commission, Community Development Authority, Joint Review Board, Zoning Board of Appeals and/or Police and Fire Commission may be present at this meeting for the purpose of gathering information and possible discussion on items listed on this agenda. However, unless otherwise noted in this agenda, no official action by the Town Board, Plan Commission, Board of Review, Licensing Committee, Parks Commission, Joint Review Board, Zoning Board of Appeals and/or Police and Fire Commission will be taken at this meeting.

JOINT REGULAR MEETING – SANITARY DISTRICT NO. 1, NO. 2, NO. 3 & EAST SIDE UTILITY DISTRICT – 1900 W. GRAND CHUTE BLVD., GRAND CHUTE, WI – MARCH 21, 2023

CALL TO ORDER/ROLL CALL
Meeting called to order at 6:30 p.m. by President Van Eperen.

PRESENT: Commissioner Wolff, Commissioner Ings, Commissioner Nocito, Commissioner Gehring, President Van Eperen

STAFF: Jim March, Town Administrator; Lindsey Kemnitz, Town Planner; Greg Peterson, Police Chief; Dave Maas, Police Captain; Julie Calmes, Finance Director; Kayla Raatz, Town Clerk; Brent Braun, Information Technology Director; Sue Brinkman, Human Resources Director; Katie Schwartz, Public Works Director; Steve Denzien, Fire Chief; Kelly Hanink, Assistant Fire Chief; and Attorney Koehler, Herrling Clark Law Offices

OTHERS: 7 signed attendance

PLEDGE OF ALLEGIANCE
President Van Eperen led the Pledge of Allegiance.

APPROVAL OF AGENDA/ORDER OF THE DAY
Motion (Gehring/Wolff) to approve the agenda and order of the day. Motion carried, with no negative votes.

PUBLIC INPUT – There was no public input.

CONSENT AGENDA
Approve regular joint meeting minutes – March 7, 2023
Accept Monthly Report – February
Motion (Gehring/Nocito) to approve the consent agenda. Motion carried, with no negative votes.

FINANCIAL REPORTS
Approval of Voucher List – March 21, 2023
San 1, 2, 3 & East Side – $222,522.33; ACH – $49.95
Motion (Nocito/Ings) to approve the financial reports. Motion carried, with no negative votes.

ADJOURNMENT
Motion (Nocito/Wolff) to adjourn. Motion carried, with no negative votes.

Meeting adjourned at 6:32 p.m.

These minutes were taken at a regular meeting held on March 21, 2023 and entered in this record book, March 22, 2023 by:

_____
Kayla Raatz, Town Clerk
Joint Sanitary District No. 1, No. 2, No. 3 & East Side Utility District
Initial Draft

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
99193	03/23/2023	Nicolet National Bank	03212023	CENTURY FARM RECAPTURE SPECAIL 101-080003	61-00-23216	4,764.74
99193	03/23/2023	Nicolet National Bank	03212023	CENTURY FARM RECAPTURE SPECAIL 101-080003	62-00-23216	19,432.97
Total 99193:						24,197.71
99198	03/30/2023	GIS WORKSHOP LLC	2019-15732	PUBWORKS	61-01-92300-295	1,772.33
99198	03/30/2023	GIS WORKSHOP LLC	2019-15732	PUBWORKS	62-02-85100-295	1,772.33
99198	03/30/2023	GIS WORKSHOP LLC	2019-15732	PUBWORKS	63-03-82000-295	1,772.34
Total 99198:						5,317.00
99203	03/30/2023	WE ENERGIES	4523393793	ELECTRIC SVCS - BOOSTER STATIONS	61-01-62300-344	4,552.53
99203	03/30/2023	WE ENERGIES	4523393793	GAS SVCS - BOOSTER STATIONS	61-01-62600-344	224.91
99203	03/30/2023	WE ENERGIES	4523393793	ELECTRIC SVCS - WATER TOWERS	61-01-67200-349	821.85
99203	03/30/2023	WE ENERGIES	4523393793	GAS/ELECTRIC SVCS - LIFT STATIONS	62-02-82100-220	3,152.21
99203	03/30/2023	WE ENERGIES	4523393793	ELECTRIC SVCS - STORM WATER PONDS	63-03-82000-220	1,049.44
Total 99203:						9,800.94
Grand Totals:						39,315.65

Sanitary District Approval Date:_____

Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
61					
03/21/2023	CITY OF APPLETON	03212023	2800 W SECOND ST	61-01-60200-390	207,068.19
03/21/2023	CITY OF APPLETON	03212023-1	1901 W COLLEGE AVE	61-01-60200-390	35,384.00
03/21/2023	CITY OF APPLETON	03212023-2	1901 W COLLEGE AVE PUMP STATION	61-01-60200-390	30,000.86
Total 230321001:					272,453.05
03/27/2023	US BANK CREDIT CARD	USB-MAR23-1	CC-A O SMITH WATER TREATMENTWATER TESTING SERVICES	61-01-67300-390	128.00
03/27/2023	US BANK CREDIT CARD	USB-MAR23-1	CC-CINTAS CORPUNIFORMS SAN 1 DEPARTMENT	61-01-66500-291	37.68
03/27/2023	US BANK CREDIT CARD	USB-MAR23-1	CC-A O SMITH WATER TREATMENTWATER TESTING SERVICES	61-01-67300-390	144.00
03/27/2023	US BANK CREDIT CARD	USB-MAR23-1	CC-A O SMITH WATER TREATMENTWATER TESTING SERVICES	61-01-67300-390	128.00
03/27/2023	US BANK CREDIT CARD	USB-MAR23-1	CC-DLT SOLUTIONS 703-773-AutoCad Software License and Support	61-01-92300-295	1,541.55
03/27/2023	US BANK CREDIT CARD	USB-MAR23-1	CC-FERGUSON ENT1/2X60 GAS PIPING/1/2 GALV PIPE STRP/THRD S	61-01-67300-390	21.29
03/27/2023	US BANK CREDIT CARD	USB-MAR23-1	CC-FERGUSON WTRWRKS #14761-1/4 TAP CURB BX LID W/PLUG	61-01-67300-390	233.25
03/27/2023	US BANK CREDIT CARD	USB-MAR23-1	CC-FERGUSON WTRWRKS #1476ADJ GATE VLV WRENCH	61-01-67300-390	170.00
03/27/2023	US BANK CREDIT CARD	USB-MAR23-1	CC-FRONTLINE PUBLIC SAFETProfessional Standards Tracking Software	61-01-92300-295	1,100.00
03/27/2023	US BANK CREDIT CARD	USB-MAR23-2	CC-LAWSON PRODUCTSFLAT WASHERS/HEX NUTS/HEX CAP SCREW	61-01-67300-390	308.13
03/27/2023	US BANK CREDIT CARD	USB-MAR23-2	CC-OPC MSC*SERVICE FEE 024CC CONVENIENCE FEE-WRWA CLAS	61-01-93000-330	18.57
03/27/2023	US BANK CREDIT CARD	USB-MAR23-2	CC-OPC*WISCONSIN RURAL WTRWRWA TEST PREP(TYLER, SAM, VI	61-01-93000-330	440.00
03/27/2023	US BANK CREDIT CARD	USB-MAR23-3	CC-THE HOME DEPOT #4903RETURN 1X48" BLK PIPE	61-01-67300-390	18.35-
03/27/2023	US BANK CREDIT CARD	USB-MAR23-3	CC-THE HOME DEPOT #4903MISC SUPPLIES FOR WATER TOWER GA	61-01-67300-390	77.46
03/27/2023	US BANK CREDIT CARD	USB-MAR23-3	CC-THE HOME DEPOT #4903MISC SUPPLIES FOR WATER TOWER GA	61-01-67300-390	60.39
03/27/2023	US BANK CREDIT CARD	USB-MAR23-3	CC-THE HOME DEPOT #4903MISC SUPPLIES FOR WATER TOWER GA	61-01-67300-390	24.16
03/27/2023	US BANK CREDIT CARD	USB-MAR23-3	CC-THE HOME DEPOT #4903MICRO METER SCREW DRIVER	61-01-64200-390	5.47
03/27/2023	US BANK CREDIT CARD	USB-MAR23-3	CC-VZWRLSS*APOCC VISBWater Tower Cell Bill	61-01-92100-221	25.10
03/27/2023	US BANK CREDIT CARD	USB-MAR23-4	CC-ATT* BILL PAYMENTCell Phone Bill	61-01-92100-221	3.86
03/27/2023	US BANK CREDIT CARD	USB-MAR23-8	CC-CINTAS CORPUNIFORMS SAN 1 DEPARTMENT	61-01-66500-291	37.70
03/27/2023	US BANK CREDIT CARD	USB-MAR23-9	CC-CINTAS CORPUNIFORMS SAN 1 DEPARTMENT	61-01-66500-291	37.68
03/27/2023	US BANK CREDIT CARD	USB-MAR23-9	CC-CINTAS CORPUNIFORMS SAN 1 DEPARTMENT	61-01-66500-291	37.69
Total 230331200:					4,561.63
Total 61:					277,014.68
62					
03/21/2023	CITY OF APPLETON	03212023-4	MEMORY MELODY	62-02-82600-290	3,108.15
Total 230321001:					3,108.15
03/27/2023	US BANK CREDIT CARD	USB-MAR23-1	CC-CINTAS CORPUNIFORMS SAN 2 DEPARTMENT	62-02-82700-291	37.68
03/27/2023	US BANK CREDIT CARD	USB-MAR23-1	CC-DLT SOLUTIONS 703-773-AutoCad Software License and Support	62-02-85100-295	1,541.55
03/27/2023	US BANK CREDIT CARD	USB-MAR23-1	CC-FRONTLINE PUBLIC SAFETProfessional Standards Tracking Software	62-02-85100-295	1,100.00
03/27/2023	US BANK CREDIT CARD	USB-MAR23-1	CC-GRAINGERPRY BARS	62-02-82700-346	97.50
03/27/2023	US BANK CREDIT CARD	USB-MAR23-1	CC-IN *FOX VALLEY SAFETY LLCCALIBRATION OF GFG G450 AIR MO	62-02-82700-340	95.00
03/27/2023	US BANK CREDIT CARD	USB-MAR23-3	CC-THE HOME DEPOT #4903SOCKET SET/DRIVER ADAPTER SET	62-02-82700-290	55.91
03/27/2023	US BANK CREDIT CARD	USB-MAR23-3	CC-VZWRLSS*APOCC VISBWater Tower Cell Bill	62-02-85100-221	25.10
03/27/2023	US BANK CREDIT CARD	USB-MAR23-4	CC-ATT* BILL PAYMENTCell Phone Bill	62-02-85100-221	3.86
03/27/2023	US BANK CREDIT CARD	USB-MAR23-5	CC-BATTERIES PLUS #050212VBAH LEAD BATTERY	62-02-83200-390	220.24
03/27/2023	US BANK CREDIT CARD	USB-MAR23-8	CC-CINTAS CORPUNIFORMS SAN 2 DEPARTMENT	62-02-82700-291	37.70
03/27/2023	US BANK CREDIT CARD	USB-MAR23-9	CC-CINTAS CORPUNIFORMS SAN 2 DEPARTMENT	62-02-82700-291	37.68
03/27/2023	US BANK CREDIT CARD	USB-MAR23-9	CC-CINTAS CORPUNIFORMS SAN 2 DEPARTMENT	62-02-82700-291	37.69
Total 230331200:					3,289.91
Total 62:					6,398.06

Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
63					
03/27/2023	US BANK CREDIT CARD	USB-MAR23-1	CC-DLT SOLUTIONS 703-773-AutoCad Software License and Support	63-03-82000-295	1,541.55
03/27/2023	US BANK CREDIT CARD	USB-MAR23-1	CC-FERGUSON WTRWRKS #1476R3067 TYPE R GRATES	63-03-82000-340	400.00
03/27/2023	US BANK CREDIT CARD	USB-MAR23-1	CC-FLEET FARM 100CHEST WADERS	63-03-82000-340	169.99
03/27/2023	US BANK CREDIT CARD	USB-MAR23-1	CC-FRONTLINE PUBLIC SAFETProfessional Standards Tracking Software	63-03-82000-295	1,100.00
03/27/2023	US BANK CREDIT CARD	USB-MAR23-4	CC-ATT* BILL PAYMENTCell Phone Bill	63-03-82000-221	3.86
	Total 230331200:				3,215.40
	Total 63:				3,215.40
	Grand Totals:				286,628.14

Kayla Raatz, Town Clerk Kayla Raatz Date: 3/30/23

TOWN OF GRAND CHUTE
SANITARY DISTRICT #1
2023 BUDGET STATEMENT
FEBRUARY 2023

	2023 BUDGET	CURRENT MONTH	2023 YTD	% BUDGET	REMAINING BUDGET
EXPENSES					
PERSONNEL	887,016	64,303	98,024	11%	788,992
OPERATIONS AND MAINTENANCE	5,889,245	707,945	745,728	13%	5,143,517
Subtotal-Operating Expense	6,776,261	772,249	843,752	12%	5,932,509
DEBT SERVICE	330,000	-	0	0%	330,000
CAPITAL IMPROVEMENTS	4,121,670	5,053	7,613	0%	4,114,057
Subtotal-Capital Expenses	4,451,670	5,053	7,614	0%	4,444,056
TOTAL EXPENSE	**11,227,931**	**777,302**	**851,365**	**8%**	**10,376,566**
REVENUES					
Operating Revenues	6,012,220	990,479	1,377,836	23%	4,634,384
Capital Revenues	20,750	-	-	0%	20,750
TOTAL REVENUES	**6,032,970**	**990,479**	**1,377,836**	**23%**	**4,655,134**
Operating Net Income	(764,041)		534,084		

TOWN OF GRAND CHUTE
SANITARY DISTRICT #2
2023 BUDGET STATEMENT
FEBRUARY 2023

	2023 BUDGET	CURRENT MONTH	2023 YTD	% BUDGET	REMAINING BUDGET
EXPENSES					
PERSONNEL	655,468	44,268	68,753	10%	586,715
OPERATIONS AND MAINTENANCE	3,251,940	188,039	221,951	7%	3,029,989
Subtotal-Operating Expense	3,907,408	232,308	290,705	7%	3,616,703
DEBT SERVICE	45,000	-	-	0%	45,000
CAPITAL IMPROVEMENTS	5,223,620	11,385	23,452	0%	5,200,168
Subtotal-Capital Expenses	5,268,620	11,385	23,452	0%	5,245,168
TOTAL EXPENSE	**9,176,028**	**243,692**	**314,156**	**3%**	**8,861,872**
REVENUES					
Operating Revenues	3,428,900	477,593	623,362	18%	2,805,538
Capital Revenues	20,000	-	-	0%	20,000
TOTAL REVENUES	**3,448,900**	**477,593**	**623,362**	**18%**	**2,825,538**
Operating Net Income	(478,508)		332,658		

TOWN OF GRAND CHUTE
SANITARY DISTRICT #3
2023 BUDGET STATEMENT
FEBRUARY 2023

	2023 BUDGET	CURRENT MONTH	2023 YTD	% BUDGET	REMAINING BUDGET
EXPENSES					
PERSONNEL	593,516	34,219	51,476	9%	542,040
OPERATIONS AND MAINTENANCE	1,674,275	10,088	33,515	2%	1,640,760
Subtotal-Operating Expense	2,267,791	44,306	84,991	4%	2,182,800
DEBT SERVICE	740,000	-	0	0%	740,000
CAPITAL IMPROVEMENTS	1,916,620	95,275	98,232	5%	1,818,388
Subtotal-Capital Expenses	2,656,620	95,275	98,232	4%	2,558,388
TOTAL EXPENSE	**4,924,411**	**139,581**	**183,223**	**4%**	**4,741,188**
REVENUES					
Operating Revenues	3,310,000	549,595	688,372	21%	2,621,628
Capital Revenues	53,050	-	-	0%	53,050
TOTAL REVENUES	**3,363,050**	**549,595**	**688,372**	**20%**	**2,674,678**
Operating Net Income	1,042,209		603,381		

TOWN OF GRAND CHUTE
EAST SIDE UTILITY DISTRICT
2023 BUDGET STATEMENT
FEBRUARY 2023

	2023 BUDGET	CURRENT MONTH	2023 YTD	% BUDGET	REMAINING BUDGET
EXPENSES					
PERSONNEL	10,775	-	-	0%	10,775
OPERATIONS AND MAINTENANCE	24,720	161	161	1%	24,559
Subtotal-Operating Expense	35,495	161	161	0%	35,334
CAPITAL IMPROVEMENTS	-	-	-	0%	-
Subtotal-Capital Expenses	-	-	-	0%	-
TOTAL EXPENSE	**35,495**	**161**	**161**	**0%**	**35,334**
REVENUES					
Operating Revenues	45,016	17,978	23,496	52%	21,520
TOTAL REVENUES	**45,016**	**17,978**	**23,496**	**52%**	**21,520**
Operating Net Income	9,521	17,817	23,335		

Grand Chute

AGENDA REQUEST
4/6/2023

TOPIC: Termination of Sewer and Water Main Easement and Assessment Agreement for 2400 N. Casaloma Drive.

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Sanitary District 1 & 2
Department Reporting: Public Works	Submitted By: Mark VanDerWegen, P.E., Deputy Director: Engineering

ISSUE: Consideration to Terminate Sewer and Water Main Easement and Assessment Agreement.

BACKGROUND/ANALYSIS: During the Site Plan Review process, in the summer of 2022, for the Fox Cities Stadium project, Staff determined a portion of the proposed buildings were impeding within an existing public utility easement. Staff reviewed the history of the public utility easement to determine if the Town should maintain the easement and require the Fox Cities Stadium to alter their project or if the easement should be revised to avoid these proposed improvement conflicts.

In 1995, a sewer and water main easement and assessment agreement was approved by Sanitary District 1 and 2, to assist with the development of the Sports Authority, Inc., which is now known as the Fox Cities Stadium (See Attachment No. 1).

Attachment No. 2 identifies the existing utility easement area described in the 1995 agreement. The existing easement was intended to provide sewer and water utilities to the Fox Cities Stadium, as well as future development north of the Fox Cities Stadium. Since the 1995 agreement, a portion of the land north of the Fox Cities Stadium has been converted into a wetland mitigation bank for Outagamie County. In addition, the remainder of the land is unlikely to be developed in the future, which dismisses the need for future public utilities in this area.

The agreement document included an assessment agreement as the Town was extending and installing public utilities in the area, and the Sports Authority requested additional utilities also be extended to benefit the Fox Cities Stadium at the same time, which was covered through an assessment. Finance has reviewed and confirmed there are no deferred assessments for the property and everything has been paid in full.

The Fox Cities Stadium agreed to terminate a portion of the utility easement, as their improvements impacted the public utilities along the third base line. Attachment No. 3 defines the new utility easement area.

The termination of the Sewer and Water Main Easement and Assessment Agreement requires approval by Sanitary District 1 and 2 (See Attachment No. 4).

RECOMMENDATION: Staff recommend approval of the termination of Sewer and Water Main Easement and Assessment Agreement for 2400 N. Casaloma Drive.

FISCAL IMPACT: N/A

ATTACHMENTS:
Attachment No. 1 - Sewer and Water Main Easement and Assessment Agreement
Attachment No. 2 - Existing Utility Easement Area
Attachment No. 3 - Proposed Utility Easement Area
Attachment No. 4 - Termination of Sewer and Water Main Easement and Assessment Agreement

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OUTAGAMIE Document # 1152110

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

APR 24 1995

AT 8:30 O'CLOCK A.M.
GRACE HERO
REGISTER OF DEEDS

TOWN OF GRAND CHUTE

SEWER AND WATER MAIN EASEMENT

AND

SEWER AND WATER ASSESSMENT AGREEMENT

AGREEMENT entered into by and between the following parties:

Town of Grand Chute Sanitary District No. 1 ("Water") and **Town of Grand Chute Sanitary District No. 2 ("Sewer")**, each a Wisconsin Municipal Corporation, as located in Outagamie County, State of Wisconsin, hereinafter collectively called "Grand Chute"; and

Fox Cities Amateur Sports Authority, Inc., a Wisconsin Corporation, hereinafter called the "Sports Authority".

1. The Sports Authority is in the process of constructing a baseball sports complex in Grand Chute. The real estate owned by the Sports Authority is set forth at Exhibit "A" attached hereto.

2. The Sports Authority has requested of Grand Chute sewer and water service off of "relocated Casaloma Drive". Grand Chute will be constructing the sewer and water, south to north, to relocated Casaloma Drive to the Fox Valley Western Railroad tracks, a point north of the railroad tracks. Grand Chute has acquired the necessary easements/road right-of-way for the installation of sewer and water on relocated Casaloma Drive and has acquired the license from Fox Valley Western Railroad to place the sewer and water beneath the railroad right-of-way/railroad tracks.

3. At the request of the Sports Authority, Grand Chute agrees to further construct the sewer and water mains from the point north of the Fox Valley Western Railroad tracks to and through the Sports Authority real property. Attached hereto as Exhibit "B" is a permanent easement granted by the Sports Authority to Grand Chute, the purpose and intention of the permanent easement being for the purpose of allowing Grand Chute, now and in the future, to install, construct and maintain the sewer and water mains. The sewer and water mains, after construction, shall be the property of Grand Chute

4. As to the 1995 construction of the sewer and water mains, and the point of termination within the sports complex easement area (generally in the area of the third baseline),

Grand Chute shall have the further right in the future to further connect to the sewer and water mains so as to provide service to lands abutting the sports complex real estate as described at Exhibit "A".

5. The Sports Authority agrees that the cost of the sewer and water main construction, including the appropriate percentage cost of the railroad license, shall be a special assessment repayable by the Sports Authority to Grand Chute. It is anticipated that the cost of sewer and water construction and the cost of a percentage of the railroad license fee will be $65,000.00 (approximate). The construction of the sewer and water mains will be undertaken by PTS Contractors, with Grand Chute as the contracting party thereunder. The Sports Authority agrees that the final cost for sewer and water construction by PTS Contractors, those costs associated with the sewer and water installed under the terms of this Agreement being actual construction costs plus the appropriate percentage of the railroad license, will be the final and agreed upon amount of the special assessment payable by the Sports Authority to Grand Chute. When the sewer and water line has been constructed and installed, Grand Chute shall provide the final cost of sewer and water installation under the terms of this Agreement to the Sports Authority by written letter.

6. The actual dollar amount of the special assessment due and owing from the Sports Authority to Grand Chute shall be repaid by the Sports Authority as follows:

A. For the first two (2) calendar years, 1995 and 1996, there shall be no interest or principal payable by the Sports Authority to Grand Chute; and,

B. Thereafter, commencing with the tax bill in the year 1997, the Sports Authority shall pay to Grand Chute one-tenth (1/10) of the principal plus all accrued interest, interest commencing effective January 1, 1997.

7. The Sports Authority agrees that the assessments hereunder shall be current special assessments as authorized by Chapter 66.60, Wis. Stats., the Sports Authority further agreeing that the imposition of the special assessment hereunder is done by waiver by the Sports Authority of Preliminary Assessment Resolution, Notice of Public Hearing, Public Hearing and/or Final Assessment Resolution.

8. The Sports Authority and Grand Chute acknowledge that a copy of this Special Assessment Agreement shall be recorded with the Register of Deeds for Outagamie County so

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as to show the special assessment as a lien upon the real estate (Exhibit "A") of the Sports Authority.

AGREEMENT entered into effective this 27th day of March, 1995, by:

TOWN OF GRAND CHUTE
SANITARY DISTRICT NO. 1

By: Richard B Van Handel
Richard Van Handel, President

By: Judith A Christjohn
Judith A. Christjohn, Secretary

TOWN OF GRAND CHUTE
SANITARY DISTRICT NO. 2

By: Richard B Van Handel
Richard Van Handel, President

By: Judith A. Christjohn
Judith A. Christjohn, Secretary

AMATEUR SPORTS AUTHORITY, INC.
a/k/a FOX CITIES AMATEUR SPORTS AUTHORITY, INC.

By: Stanley Bachman
Stanley Bachman, President

By: William H Peters
William H. Peters, Secretary

Signatures authenticated this 29th day of March, 1995.

Charles J. Hartzheim
Charles J. Hartzheim, Attorney

THIS INSTRUMENT DRAFTED BY:

Charles J. Hartzheim, Attorney
Herrling, Clark, Hartzheim & Siddall, Ltd.
301 North Lynndale Drive
Appleton, WI 54914
Tele. No (414) 739-7166
Fax No. (414) 739-6152
u:\staff\kmv\gc\easement

Return to - Town of Grand Chute
502 W Northland Ave
Appleton WI 54911

- J 16740 I 28

Part of the Northwest 1/4 of the Northwest 1/4, the Northeast 1/4 of the Northwest 1/4, the Southeast 1/4 of the Northwest 1/4, and the Southwest 1/4 of the Northwest 1/4, all in Section 20, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, bounded and described as follows: Commencing at the West 1/4 corner of said Section 20; thence N 87°11'24" E, along the South line of the Northwest 1/4 of said Section 20, 2062.96 feet to a point on the Northeasterly right-of-way line of the Fox Valley Western Railroad and the point of beginning; thence N 46°14'39" W, (recorded as N 45°06'00 W) along said Northeasterly right-of-way line, 2010.47 feet; thence N 86°56'25" E, 1875.59 feet to a point of the Westerly right-of-way line of USH 41; thence S 22°46'58" E (recorded as S 21°57'00" E) along said Westerly right-of-way line, 75.34 feet; thence S 00°58'14" E (recorded as S 00°12'00" W) along said Westerly right-of-way line 1398.02 feet (recorded as 1401.40 feet) to a point on the South line of the Northwest 1/4 of said Section 20; thence S 87°11'24" W (recorded as S 88°21'00" W) along said South line 474.19 feet (recorded as 474.75 feet) to the point of beginning.

EXHIBIT "A"

J 16740 I 29

PERMANENT LIMITED EASEMENT

RED0435 1089 Ch. 84 Wis. Stats.

THIS EASEMENT, made by Fox Cities Amateur Sports Authority, Inc., grantor(s) conveys a permanent limited easement as described below to the Town of Grand Chute, grantee, for the sum of $1.00 (one dollar and 00/100) and other good and valuable consideration, for the purpose of constructing and maintaining a watermain.

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: Norwest Bank Wisconsin, NA

This space reserved for recording data

OUTAGAMIE Document # 1148430

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

MAR 8 1995

Jacket 16616 Image 49
AT 3 O'CLOCK P.M.
GRACE HERD
REGISTER OF DEEDS

Return to: The Town of Grand Chute
502 W Northland Ave
Appleton WI 54911

Pd 10.00

Legal Description

A permanent limited easement on that land of the owner in Jacket 15404 Image 28, being part of the NW 1/4 of Section 20, Town 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, for the purpose of constructing and maintaining a sanitary sewer line and a water main, including the right to enter, pass over and use said premises for the transportation, laying down, and storage of materials, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the work; said permanent limited easement being 20 feet in width, 10 feet on either side of the following described centerline:

Commencing at the West 1/4 corner of said Section 20; thence along the south line of said NW 1/4 N87°11'24"E 1040.96 feet; thence N05°02'03"W 985.85 feet; thence N43°45'21"E 107.64 feet; thence S46°14'39"E 44.05 feet to a point on the easterly right-of-way of relocated Casaloma Drive, said point being the point of beginning; thence continuing S46°14'39"E 193.08 feet; thence S78°16'36"E 436.21 feet; thence N80°48'37"E 61.00 feet; thence N09°11'35"E 696.12 feet to a point on the northerly property line of said lands, said point being the terminus of said centerline.

(Signature) 2/6/95 (Date)

Stanley W. Bachman
(Print Name)

Fox Cities Amateur Sports Authority

(Signature) 2/24/95 (Date)

Linda K. Evenson, President
(Print Name)

Norwest Bank Wisconsin, NA

William H. Peters (Signature) 1/26/95 (Date)

William H. Peters
(Print Name)

Fox Cities Amateur Sports Authority

(Signature) 2/28/95 (Date)

Keith Scott, Assistant Vice President
(Print Name)

Norwest Bank Wisconsin, NA

(SEAL)

Subscribed and sworn to before me this date 1/26/95 2/6/95 and 2/28/95

(Signature, Notary Public, State of Wisconsin)

Julie A Klarkowski
(Print or Type Name, Notary Public, State of Wisconsin)

1-2-97
(Date Commission Expires)

EXHIBIT "B"

Project E104[93]

This instrument was drafted by OMNI Associates

Existing Utility Easement - Fox Cities Stadium

Disclaimer: The data provided in the Town of Grand Chute Interactive GIS Map was generated from multiple sources and agencies. Every effort has been made to offer the most accurate data. However, the Town provides this information with the understanding that it is not guaranteed to be accurate, correct, or complete. The Town may make improvements to the Interactive GIS Map periodically. Conclusions drawn from this information are the responsibility of the user. The user agrees that the Town of Grand Chute shall not be held responsible for actions, claims, damages, or judgments made from this data.

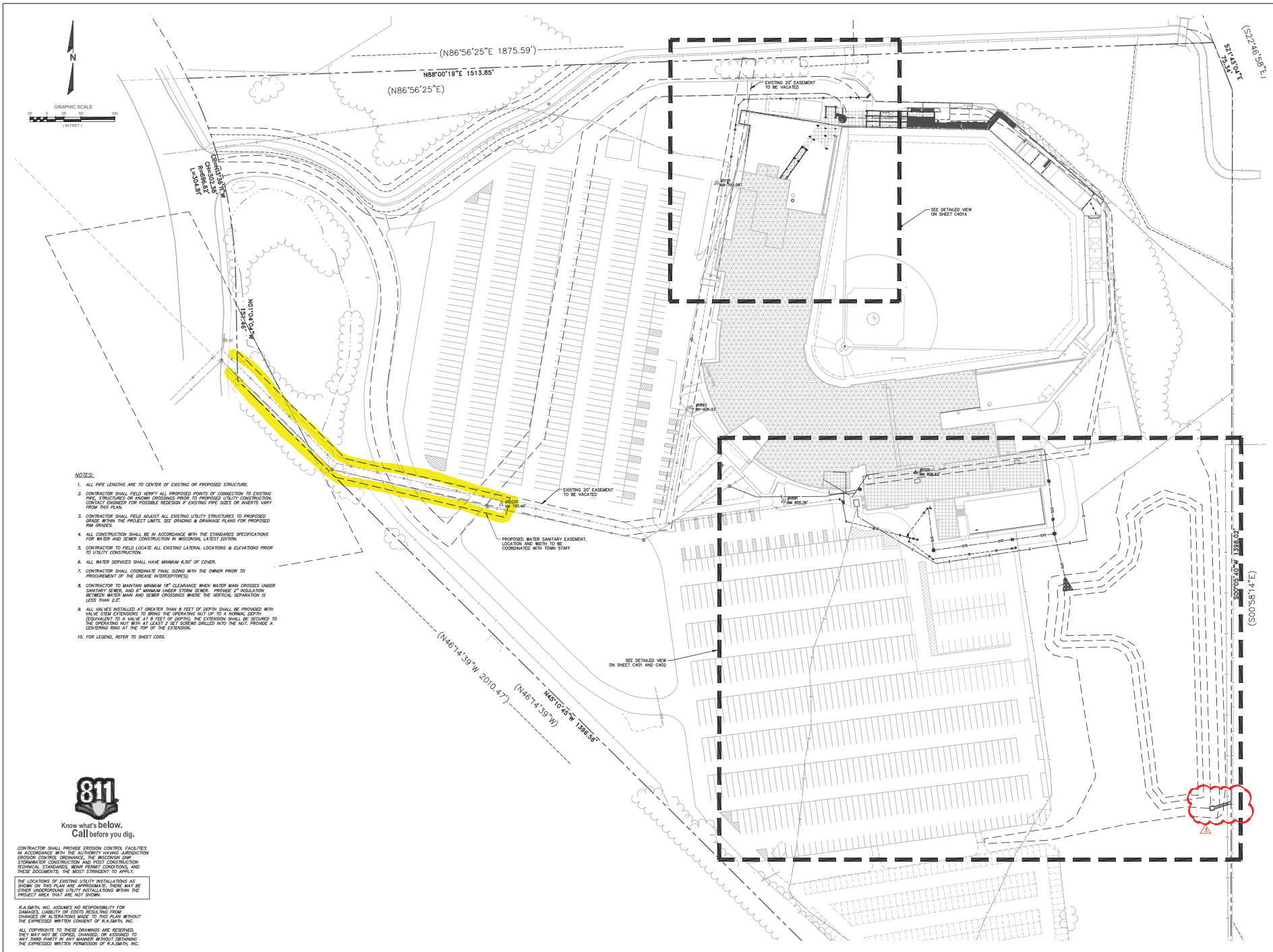
0 0.035 0.07 0.14 mi

Author:

Copyright:

Grand Chute

Date: 3/29/2023 10:58 AM



NOTES:

1. ALL PIPE LENGTHS ARE TO CENTER OF EXISTING OR PROPOSED STRUCTURE.
2. CONTRACTOR SHALL FIELD VERIFY ALL PROPOSED POINTS OF CONNECTION TO EXISTING PIPE, STRUCTURES OR KNOWN CROSSINGS PRIOR TO PROPOSED UTILITY CONSTRUCTION. CONTACT ENGINEER FOR POSSIBLE REDESIGN IF EXISTING PIPE SIZES OR INVERTS VARY FROM THIS PLAN.
3. CONTRACTOR SHALL FIELD ADJUST ALL EXISTING UTILITY STRUCTURES TO PROPOSED GRADE WITHIN THE PROJECT LIMITS. SEE GRADING & DRAINAGE PLANS FOR PROPOSED RIM GRADES.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARDS SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN WISCONSIN, LATEST EDITION.
5. CONTRACTOR TO FIELD LOCATE ALL EXISTING LATERAL LOCATIONS & ELEVATIONS PRIOR TO UTILITY CONSTRUCTION.
6. ALL WATER SERVICES SHALL HAVE MINIMUM 6.50' OF COVER.
7. CONTRACTOR SHALL COORDINATE FINAL SIZING WITH THE OWNER PRIOR TO PROCUREMENT OF THE GREASE INTERCEPTOR(S).
8. CONTRACTOR TO MAINTAIN MINIMUM 18" CLEARANCE WHEN WATER MAIN CROSSES UNDER SANITARY SEWER, AND 6" MINIMUM UNDER STORM SEWER. PROVIDE 2" INSULATION BETWEEN WATER MAIN AND SEWER CROSSINGS WHERE THE VERTICAL SEPARATION IS LESS THAN 2.0'.
9. ALL VALVES INSTALLED AT GREATER THAN 8 FEET OF DEPTH SHALL BE PROVIDED WITH VALVE STEM EXTENSIONS TO BRING THE OPERATING NUT UP TO A NORMAL DEPTH (EQUIVALENT TO A VALVE AT 8 FEET OF DEPTH). THE EXTENSION SHALL BE SECURED TO THE OPERATING NUT WITH AT LEAST 2 SET SCREWS DRILLED INTO THE NUT. PROVIDE A CENTERING RING AT THE TOP OF THE EXTENSION.
10. FOR LEGEND, REFER TO SHEET C000.

811 Know what's below. Call before you dig.

CONTRACTOR SHALL PROVIDE EROSION CONTROL FACILITIES IN ACCORDANCE WITH THE AUTHORITY HAVING JURISDICTION EROSION CONTROL ORDINANCE, THE WISCONSIN DNR STORMWATER CONSTRUCTION AND POST CONSTRUCTION TECHNICAL STANDARDS, WDNR PERMIT CONDITIONS, AND THESE DOCUMENTS; THE MOST STRINGENT TO APPLY.

THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A.SMITH, INC.

ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.

DATE	DESCRIPTION
2/15/2023	REVISION 3

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com
Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

FOX CITIES STADIUM
NEUROSCIENCE GROUP FIELD
TOWN OF GRAND CHUTE, WISCONSIN
OVERALL UTILITY PLAN

© COPYRIGHT 2023 R.A. Smith, Inc.

DATE: 9/14/2022
SCALE: 1" = 50'
JOB NO. 3220024
PROJECT MANAGER: RYAN J. LANCOUR, P.E.
DESIGNED BY: JJJ
CHECKED BY: RJL

SHEET NUMBER
C400

P:\3220024\Dwg\Sheets\3220024-UPD.dwg OVERALL - UP: 2/15/2023 3:06:07 PM, cr

Document Number

Termination of Sewer and Water Main Easement and Sewer and Water Assessment Agreement

This Termination of Sewer and Water Main Easement and Sewer and Water Assessment Agreement (this "Termination") is made as of March __, 2023, by Town of Grand Chute Sanitary District No. 1 and Town of Grand Chute Sanitary District No. 2 (collective "Grand Chute").

WHEREAS, THIRD BASE PROPERTIES, LLC, a Wisconsin limited liability company ("Owner") is the owner and holder of record title to certain real property as more particularly described on Exhibit "A" which is attached hereto and incorporated herein (the "Property");

WHEREAS, in connection with Owner's current renovation of the Property, Owner has requested that Grand Chute convey, quit claim, discharge, waive and terminate all right, title and interest in and to the Easement and Assessment Agreement (as defined below); and

WHEREAS, Owner, along with Owner's predecessor, have satisfied all obligations under the Easement and Assessment Agreement including, without limitation, timely payment of all special assessment amounts; and

WHEREAS, Grand Chute acknowledges that the Easement and Assessment Agreement has been satisfied in full and is no longer necessary in connection with the Property and, as a result thereof, hereby desires to terminate the Easement and Assessment Agreement in accordance with the terms and conditions of this Termination.

Recording Area

Name and Return Address

Bradley W. Raaths
DeWitt LLP
2 East Mifflin Street, Suite 600
Madison, WI 53590

101088300

Parcel Identification Number (PIN)

NOW, THEREFORE, in consideration of the foregoing premises, the mutual terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grand Chute, on behalf of itself and its successors, assigns and designees, hereby conveys, quitclaims, discharges, waives and terminates any and all right, title and interest in and to the following:

> The covenants, conditions, restrictions, easements and assessments contained in Town of Grand Chute Sewer and Water Main Easement and Sewer and Water Assessment Agreement executed by Town of Grand Chute Sanitary District No. 1 and Town of Grand Chute Sanitary District No. 2, dated March 29, 1995 and recorded in the office of the Register of Deeds on April 24, 1995 in Jacket 16740, Image 25, as Document No. 1152110.

The foregoing being referred to herein as the "**Easement and Assessment Agreement**." From the date hereof, the Easement and Assessment Agreement, and all rights, privileges and appurtenances contained therein or related thereto, shall be null, void and of no further force and effect.

(Signatures follow on next page)

This document was drafted by Bradley W. Raaths, Esq., c/o DeWitt LLP, 2 East Mifflin Street, Suite 600, Madison, Wisconsin 53590.

IN WITNESS WHEREOF, the Town has set its hands and seal on date set forth above.

TOWN OF GRAND CHUTE
SANITARY DISTRICT NO.1

By:_____
Print Name:_____
Title:_____

TOWN OF GRAND CHUTE
SANITARY DISTRICT NO. 2

By:_____
Print Name:_____
Title:_____

STATE OF WISCONSIN)
SS
COUNTY OF OUTAGAMIE)

Personally came before me this ___ day of March, 2023, the above-named _____, [TITLE] and _____, [TITLE], to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such authorized officers by the Town of Grant Chute Sanitary District No. 1 and Town of Grand Chute Sanitary District No. 2 respectively.

_____
*
NOTARY PUBLIC, State of Wisconsin
My commission expires_____

Exhibit A

Description of the Property

The Land referred to herein below is situated in the County of Outagamie, State of WI, and is described as follows: Part of the Northwest 1/4 of the Northwest 1/4, the Northeast 1/4 of the Northwest 1/4 , the Southeast 1/4 of the Northwest 1/4, and the Southwest 1/4 of the Northwest 1/4, all in Section 20, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, bounded and described as follows: Commencing at the West 1/4 corner of said Section 20; thence N 87°11'24" E, along the South line of the Northwest 1/4 of said Section 20, 2062.96 feet to a point on the Northeasterly right-of-way line of the Fox Valley Western Railroad and the point of beginning; thence N 46°14'39" W, (recorded as N 45°06'00" W) along said Northeasterly right-of-way line, 2010.47 feet; thence N 6°56'25" E, 1875.59 feet to a point of the Westerly right-of-way line of USH 41; thence S 22°46'58" E (recorded as S 21'57'00" E) along said Westerly right-of-way line, 75.34 feet; thence S 00°58'14" E (recorded as S 00°12'00" W) along said Westerly right-of-way line 1398.02 feet (recorded as 1401.40 feet) to a point on the South line of the Northwest 1/4 of said Section 20; thence S 87°11'24" W (recorded as S 88°21'00" W) along said South line 474.19 feet (recorded as 474.75 feet) to the point of beginning, less and excepting that part of the subject premises dedicated to the public in Certified Survey Map No. 2401.

Grand Chute

AGENDA REQUEST
4/6/2023

TOPIC: Amend Chapter 463 of the Town of Grand Chute Municipal Code to provide additional peak discharge requirments in order to further manage flood risks.

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☒ Ordinance/Resolution	Meeting: Sanitary District 3
Department Reporting: Public Works	Submitted By: Katie Schwartz, P.E., Director P.W.

ISSUE: Several recent site plan submittals within the Town in flood prone areas have resulted in unexpected cost and/or delays or denials through the approval process due to additional requirements that have been placed on developers for stormwater management that are not called out in the current municipal code.

BACKGROUND/ANALYSIS: Chapter 463 of the Municipal Code outlines Stormwater Utility Management while Article II within Chapter 463 addresses Stormwater Management, and Section 463-19 outlines Performance Standards related to Stormwater Management. The intent of the performance standards is to define what the responsible party/developer needs to develop and implement for post-construction stormwater management. The requirements include items pertaining to water quality, peak discharge, infiltration, protective areas, fueling and vehicle maintenance areas, and swale treatment for transportation facilities. The recommended additions to the code relate to Peak discharge.

Attachment No. 1 is the existing section 463-19 of the code with draft additions to section 463-19.C(2)(h) on pages 15-16 of the attachment. The intent is to provide clear guidance to developers upfront when they are looking to purchase land and/or beginning the process of designing a site plan in order to avoid unnecessary costs and delays. This does not prevent development of these areas, but rather, it creates additional design/construction requirements for peak discharge in order to further manage flood risks.

RECOMMENDATION: Staff recommends Joint Sanitary Commission recommendation to Town Board approval of Ordinance O-05-2023.

FISCAL IMPACT: N/A

ATTACHMENTS:
Attachment No. 1 - O-05-2023 and "Exhibit A" (revised language)

TOWN OF GRAND CHUTE ORDINANCE,

SERIES OF 0-05-2023

AN ORDINANCE OF THE TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN, AMENDING EXISTING CHAPTER 463 OF THE CODE OF STORMWATER UTILITY AND MANAGEMENT ORDINANCES FOR THE TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN, BY AMENDING SECTION 463-19 PERTAINING TO PERFORMANCE STANDARDS.

WHEREAS, Chapter 463 of the Town of Grand Chute Municipal Code regulates Stormwater Utility and Management; and,

WHEREAS, The Town of Grand Chute has determined the need to amend said Municipal Code to provide additional peak discharge requirements in order to further manage flood risks.

NOW THEREFORE BE IT ORDAINED by the Town Board of Supervisors of the Town of Grand Chute, Outagamie County, Wisconsin, that Chapter 463 of the Code of General Ordinances is hereby amended Section 463-19 as shown on the attached Exhibit "A".

If any provision of this ordinance is invalid or unconstitutional, or the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the above provisions or applications of this ordinance, which can be given effect without the invalid or unconstitutional provision, or its application.

Approved and adopted this _____day of_____, 20____.

Town of Grand Chute

Number Voted For ___
Number Voted Against __

_____
Jason Van Eperen
Town Chairman

_____
Kayla Raatz
Town Clerk

Approved as to form:

_____
Andrew Rossmeissl, Attorney
Herrling Clark Law Offices
800 N. Lynndale Drive
Grand Chute, WI 54914

ARTICLE II
Stormwater Management
[Adopted 9-5-2017 by Ord. No. 2017-14[1]]

§ 463-13. Authority; effect on other laws.

A. This article is adopted by the Town of Grand Chute Board under the authority granted by § 60.627, Wis. Stats. This article supersedes all provisions of an ordinance previously enacted in accordance with § 60.62, Wis. Stats., that relate to post-construction stormwater management regulations. Except as otherwise specified in § 60.627, Wis. Stats., the provisions in § 60.62, Wis. Stats., apply to this article and to any amendments to this article.

B. The provisions of this article are deemed not to limit any other lawful regulatory powers of the same governing body.

C. The Town of Grand Chute Board hereby designates the Plan Commission and the Community Development Department to administer and enforce the provisions of this article.

D. The requirements of this article do not preempt more stringent stormwater management requirements that may be imposed by any of the following:

(1) Wisconsin Department of Natural Resources administrative rules, permits or approvals, including those authorized under §§ 281.16 and 283.33, Wis. Stats.

(2) Targeted performance standards promulgated in rules by the Wisconsin Department of Natural Resources under § NR 151.004, Wis. Adm. Code.

§ 463-14. Findings of fact.

The Town of Grand Chute Board finds that uncontrolled post-construction stormwater runoff has a significant impact upon water resources and the health, safety and general welfare of the community and diminishes the public enjoyment and use of natural resources. Specifically, uncontrolled post-construction runoff can:

A. Degrade physical stream habitats by increasing stream bank erosion, increasing streambed scour, diminishing groundwater recharge, diminishing stream base flows and increasing stream temperature.

B. Diminish the capacity of lakes and streams to support fish, aquatic life, recreational uses, and water supplies by increasing pollutant loading of sediment, suspended solids, nutrients, heavy metals, bacteria, pathogens and other urban pollutants.

C. Alter wetland communities by changing wetland hydrology and increasing pollutant loads.

---

1. Editor's Note: This ordinance also repealed former Art. II, Stormwater Management, adopted 1-7-1997 as Ch. 26 of the 1997 Code, as amended.

D. Reduce the quality of groundwater by increasing pollutant loading.

E. Threaten public health, safety, property and general welfare by overtaxing storm sewers, drainageways, and other minor drainage facilities.

F. Threaten public health, safety, property and general welfare by increasing major flood peaks and volumes.

G. Undermine floodplain management efforts by increasing the incidence and levels of flooding.

§ 463-15. Purpose and intent.

A. Purpose. The general purpose of this article is to establish long-term, post-construction runoff management requirements that will diminish the threats to public health, safety, welfare and the aquatic environment. Specific purposes are to:

(1) Further the maintenance of safe and healthful conditions.

(2) Prevent and control the adverse effects of stormwater; prevent and control soil erosion; prevent and control water pollution; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth.

(3) Control exceedance of the safe capacity of existing drainage facilities and receiving water bodies; prevent undue channel erosion; control increases in the scouring and transportation of particulate matter; and prevent conditions that endanger downstream property.

B. Intent. It is the intent of the Town of Grand Chute Board that this article regulates post-construction stormwater discharges to waters of the state. This article may be applied on a site-by-site basis. The Town of Grand Chute Board recognizes, however, that the preferred method of achieving the stormwater performance standards set forth in this article is through the preparation and implementation of comprehensive, systems-level stormwater management plans that cover hydrologic units, such as watersheds, on a municipal and regional scale. Such plans may prescribe regional stormwater devices, practices or systems, any of which may be designed to treat runoff from more than one site prior to discharge to waters of the state. Where such plans are in conformance with the performance standards developed under § 281.16, Wis. Stats., for regional stormwater management measures and have been approved by the Town of Grand Chute Board, it is the intent of this article that the approved plan be used to identify post-construction management measures acceptable for the community.

§ 463-16. Applicability; jurisdiction; exclusions; maintenance of effort.

A. Applicability.

(1) Where not otherwise limited by law, this article applies to all post-construction

sites, unless the site is otherwise exempt pursuant to § 463-16A(2).

(2) A post-construction site that meets any of the following criteria is exempt from the requirements of this article:

(a) One- and two-family residential dwellings that are not part of a larger common plan of development or sale and that result in less than one acre of disturbance.

(b) Nonpoint discharges from agricultural activity areas.

(c) Nonpoint discharges from silviculture activities.

(d) Mill and crush operations.

(3) Notwithstanding the applicability requirements in § 463-16A(1), this article applies to post-construction sites of any size that, in the opinion of the administering authority, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, that increases water pollution by scouring or the transportation of particulate matter, or that endangers property or public safety.

B. Jurisdiction. This article applies to post-construction sites within the boundaries and jurisdiction of the Town of Grand Chute.

C. Exclusions. This article is not applicable to activities conducted by a state agency, as defined under § 227.01(1), Wis. Stats., but also including the office of district attorney, which is subject to the state plan promulgated or a memorandum of understanding entered into under § 281.33(2), Wis. Stats.

D. Maintenance of effort. For a redevelopment site where the land disturbing construction activity will be replacing older development that was subject to post-construction performance standards of this article in effect on or after January 1, 2005, the responsible party shall meet either the water quality, peak discharge, infiltration, protective area, and petroleum sheen standards applicable to the older development or the redevelopment standards of this article, whichever are more stringent.

§ 463-17. Definitions.

A. For the purposes of this article, the following shall apply as indicated throughout the article:

(1) The word "person" includes a firm, association, organization, partnership, trust, company or corporation as well as an individual.

(2) The present tense includes the future tense, and the singular includes plural.

(3) The word "shall" is mandatory; the word "may" is permissive.

(4) The word "used" or "occupied" also means intended, designed or arranged to

be used or occupied.

B. Definition of terms. For the purpose of this article, the following terms are defined:

ADEQUATE SOD or SELF-SUSTAINING VEGETATIVE COVER — Maintenance of sufficient vegetation types and densities such that the physical integrity of the streambank or lakeshore is preserved. Self-sustaining vegetative cover includes grasses, forbs, sedges and duff layers of fallen leaves and woody debris.

ADMINISTERING AUTHORITY — A governmental employee or their designees empowered under § 60.627, Wis. Stats., to administer this article. For the purpose of this article, it is the Town of Grand Chute Community Development Department, under guidance from the Plan Commission.

AGRICULTURAL ACTIVITY AREA — The part of the farm where there is planting, growing, cultivating and harvesting of crops for human or livestock consumption and pasturing or outside yarding of livestock, including sod farms and silviculture. Practices in this area may include waterways, drainage ditches, diversions, terraces, farm lanes, excavation, filling and similar practices. The agricultural activity area does not include the agricultural production area.

AGRICULTURAL PRODUCTION AREA — The part of the farm where there is concentrated production activity or impervious surfaces. Agricultural production areas include buildings, driveways, parking areas, feed storage structures, manure storage structures, and other impervious surfaces. The agricultural production area does not include the agricultural activity area.

ATLAS 14 — The National Oceanic and Atmospheric Administration (NOAA) Atlas 14 Precipitation-Frequency Atlas of the United States, Volume 8 (Midwestern States), published in 2013.

AVERAGE ANNUAL RAINFALL — A typical calendar year of precipitation as determined by the Wisconsin DNR for users of models such as SLAMM, P8, or equivalent methodology. The average annual rainfall is chosen from a Wisconsin DNR publication for the location closest to the municipality.

BEST MANAGEMENT PRACTICES — Structural or nonstructural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state. Also referred to as "BMPs."

BUSINESS DAY — A day the office of the administering authority is routinely and customarily open for business.

CEASE-AND-DESIST ORDER — A court-issued order to halt land disturbing construction activity that is being conducted without the required permit.

COMBINED SEWER SYSTEM — A system for conveying both sanitary sewage and stormwater runoff.

COMMON PLAN OF DEVELOPMENT OR SALE — A development or sale where multiple separate and distinct land disturbing construction activities may be taking place at different times on different schedules but under one plan. A

common plan of development or sale includes, but is not limited to, subdivision plats, certified survey maps, and other developments.

CONNECTED IMPERVIOUS — An impervious surface connected to the waters of the state via a separate storm sewer, an impervious flow path, or a minimally pervious flow path.

CONSTRUCTION SITE — An area upon which one or more land disturbing construction activities occur, including areas that are part of a larger common plan of development or sale.

DESIGN STORM — A hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency, and total depth of rainfall. The TP-40, Type II, twenty-four-hour design storms for the Town of Grand Chute are: one-year, 2.2 inches; two-year, 2.5 inches; five-year, 3.3 inches; ten-year, 3.8 inches; twenty-five-year, 4.4 inches; fifty-year, 4.9 inches; and one-hundred-year, 5.3 inches. The Atlas 14, MSE4, twenty-four-hour design storms for the Town of Grand Chute are: one-year, 2.14 inches; two-year, 2.45 inches; five-year, 3.01 inches; ten-year, 3.51 inches; twenty-five-year, 4.24 inches; fifty-year, 4.85 inches; and one-hundred-year, 5.50 inches.

DEVELOPMENT — Residential, commercial, industrial, institutional, or other land uses and associated roads.

DIRECT CONDUITS TO GROUNDWATER — Wells, sinkholes, swallets, fractured bedrock at the surface, mine shafts, nonmetallic mines, tile inlets discharging to groundwater, quarries, or depressional groundwater recharge areas over shallow fractured bedrock.

DIVISION OF LAND — The creation, from one or more parcels or building sites, of additional parcels or building sites where such creation occurs at one time or through the successive partition within a five-year period.

DRY POND — A stormwater detention facility with perennial vegetation growth in the pond bottom. Water levels located above the pond bottom and vegetation growth fluctuate in response to rainfall events. Dry ponds are used for flood control, but not water quality treatment.

EFFECTIVE INFILTRATION AREA — The area of the infiltration system that is used to infiltrate runoff and does not include the area used for site access, berms or pretreatment.

EROSION — The process by which the land's surface is worn away by the action of wind, water, ice or gravity.

EXCEPTIONAL RESOURCE WATERS — Waters listed in § NR 102.11, Wis. Adm. Code.

EXISTING DEVELOPMENT — Development in existence on January 1, 2005, or development for which a stormwater permit in accordance with Subchapter III of Ch. NR 216, Wis. Adm. Code, was received on or before January 1, 2005.

EXTRATERRITORIAL — The unincorporated area within three miles of the

corporate limits of a first-, second-, or third-class city, or within 1.5 miles of a fourth-class city or village.

FILTERING LAYER — Soil that has at least a three-foot deep layer with at least twenty-percent fines; or at least a five-foot deep layer with at least ten-percent fines; or an engineered soil with an equivalent level of protection as determined by the administering authority for the site.

FINAL STABILIZATION — The point in time when all land disturbing construction activities at the construction site have been completed and that a uniform, perennial, vegetative cover has been established, with a density of at least 70% of the cover, for the unpaved areas and areas not covered by permanent structures, or that employ equivalent permanent stabilization measures.

FINANCIAL GUARANTEE — A performance bond, maintenance bond, surety bond, irrevocable letter of credit, or similar guarantees submitted to the administering authority by the responsible party to assure that requirements of the article are carried out in compliance with the stormwater management plan.

GOVERNING BODY — Town Board of Supervisors, County Board of Supervisors, City Council, Village Board of Trustees, or Village Council.

GROUNDWATER — Waters of the state, as defined in § 281.01(18), Wis. Stats., occurring in a saturated subsurface geological formation of rock or soil.

HIGH GROUNDWATER LEVEL OR SUBSURFACE SATURATION —Higher of either the elevation to which the soil is saturated as observed as a free water surface in an unlined hole, or the elevation to which the soil has been seasonally or periodically saturated as indicated by soil color patterns throughout the soil profile, as defined in Technical Standard 1002, Site Evaluation for Stormwater Infiltration.

HIGHWAY — Has the meaning given in § 340.01(22), Wis. Stats.

HIGHWAY RECONDITIONING — Has the meaning given in § 84.013(1)(b), Wis. Stats.

HIGHWAY RECONSTRUCTION — Has the meaning given in § 84.013(1)(c), Wis. Stats.

HIGHWAY RESURFACING — Has the meaning given in § 84.013(1)(d), Wis. Stats.

IMPERVIOUS SURFACE — An area that releases as runoff all or a large portion of the precipitation that falls on it, except for frozen soil. Rooftops, sidewalks, driveways, parking lots and streets are examples of surfaces that typically are impervious. Gravel surfaces are considered impervious, unless specifically designed and constructed to encourage infiltration.

IMPERVIOUS SURFACE DISTURBANCE — Any land disturbing construction activity in which any new impervious surfaces are created or existing impervious surfaces are redeveloped.

INFILL — An undeveloped area of land or new development area located within an existing urban sewer service area, surrounded by development or development

and natural or man-made features where development cannot occur. Infill does not include any undeveloped area that was part of a larger new development for which a stormwater permit in accordance with Subchapter III of Ch. NR 216, Wis. Adm. Code, was required to be submitted after January 1, 2005, to the Wisconsin Department of Natural Resources or Wisconsin Department of Safety and Professional Services (formerly Department of Commerce).

INFILTRATION — The entry and movement of precipitation or runoff into or through soil.

INFILTRATION SYSTEM — A device or practice such as a basin, trench, rain garden or swale designed specifically to encourage infiltration, but does not include natural infiltration in pervious surfaces such as lawns, redirecting of rooftop downspouts onto lawns or minimal infiltration from practices, such as swales or roadside channels designed for conveyance and pollutant removal only.

LAND DISTURBING CONSTRUCTION ACTIVITY — Any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or nonvegetative soil cover that may result in runoff and lead to an increase in soil erosion and movement of pollutants into the municipal separate storm sewer or waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities, and soil stockpiling. Also referred to as "disturbance."

MAINTENANCE AGREEMENT — A legal document that provides for long-term maintenance of stormwater management and best management practices.

MAXIMUM EXTENT PRACTICABLE — The highest level of performance that is achievable, but not equivalent to a performance standard identified within this article. "Maximum extent practicable" applies when the permit applicant demonstrates to the administering authority's satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the permit applicant shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties. Also referred to as "MEP."

MINOR RECONSTRUCTION OF A HIGHWAY — Reconstruction of a highway that is limited to 1.5 miles in continuous or aggregate total length of realignment and that does not exceed 100 feet in width of roadbed widening and that does not include replacement of a vegetated drainage system with a nonvegetated drainage system except where necessary to convey runoff under a highway or private road or driveway.

MSE4 DISTRIBUTION — A specific precipitation distribution developed by the USDA, NRCS, using precipitation data from Atlas 14.

NAVIGABLE WATERS and NAVIGABLE WATERWAY — Has the meaning

given in § 30.01(4m), Wis. Stats.

NEW DEVELOPMENT — That portion of a post-construction site where impervious surfaces are being created or expanded. Any disturbance where the amount of impervious area for the post-development condition is greater than the pre-development condition is classified as new development. For purposes of this article, a post-construction site is classified as new development, redevelopment, routine maintenance, or some combination of these three classifications as appropriate.

OFF SITE — Located outside the property boundary described in the permit application.

ON SITE — Located within the property boundary described in the permit application.

ORDINARY HIGH-WATER MARK — Has the meaning given in § NR 115.03(6), Wis. Adm. Code.

OUTSTANDING RESOURCE WATERS — Waters listed in § NR 102.10, Wis. Adm. Code.

PEAK DISCHARGE — The highest rate of stormwater flow that occurs at a specific location and for a specific storm event. Peak discharge is measured in cubic feet per second of stormwater flow.

PERCENT FINES — The percentage of a given sample of soil that passes through a No. 200 sieve.

PERFORMANCE STANDARD — A narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.

PERMIT — A written authorization by the administering authority to the applicant, granting permission to conduct land disturbing construction activity or to discharge post-construction runoff to waters of the state.

PERMIT ADMINISTRATION FEE — A sum of money paid to the administering authority by the permit applicant for the purpose of recovering the expenses incurred by the authority in administering the permit.

PERVIOUS SURFACE — An area that releases as runoff a small portion of the precipitation that falls on it. Lawns, gardens, fields, parks, forests or other similar vegetated areas are examples of surfaces that typically are pervious.

POLLUTANT — Has the meaning given in § 283.01(13), Wis. Stats.

POLLUTION — Has the meaning given in § 281.01(10), Wis. Stats.

POST-CONSTRUCTION SITE — A construction site after the completion of land disturbing construction activity and final site stabilization.

POST-DEVELOPMENT — The extent and distribution of land cover types present after the completion of land disturbing construction activity and final site stabilization.

PRE-DEVELOPMENT — The extent and distribution of land cover types present

before the initiation of land disturbing construction activity, assuming that all land uses prior to development activity are managed in an environmentally sound manner.

PREVENTIVE ACTION LIMIT — The meaning given in § NR 140.05(17), Wis. Adm. Code.

PROTECTIVE AREA — An area of land that commences at the top of the channel of lakes, streams and rivers, or at the delineated boundary of wetlands, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface. For the purposes of this article, a protective area does not include any area of land adjacent to any stream enclosed within a pipe or culvert, such that runoff cannot enter the enclosure at this location.

REDEVELOPMENT — That portion of a post-construction site where existing impervious surfaces from older development are being reconstructed, replaced, or reconfigured to accommodate new development. Any disturbance where the amount of impervious area for the post-development condition is equal to or less than the pre-development (existing) condition is classified as redevelopment. For purposes of this article, a post-construction site is classified as new development, redevelopment, routine maintenance, or some combination of these three classifications as appropriate.

RESPONSIBLE PARTY — Any entity holding fee title to a property or other person contracted or obligated by other agreement to implement and maintain post-construction stormwater BMPs.

ROUTINE MAINTENANCE — That portion of a post-construction site where pre-development impervious surfaces are being maintained to preserve the original line and grade, hydraulic capacity, drainage pattern, configuration, or purpose of the facility. Remodeling of buildings and resurfacing of parking lots, streets, driveways, and sidewalks are examples of routine maintenance, provided the lower 1/2 of the impervious surface's granular base is not disturbed. The disturbance shall be classified as redevelopment if the lower 1/2 of the granular base associated with the pre-development impervious surface is disturbed or if the soil located beneath the impervious surface is exposed. For purposes of this article, a post-construction site is classified as new development, redevelopment, routine maintenance, or some combination of these three classifications as appropriate.

RUNOFF — Stormwater or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.

SEDIMENT — Settleable solid material that is transported by runoff, suspended within runoff, or deposited by runoff away from its original location.

SEPARATE STORM SEWER — A conveyance or system of conveyances, including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, constructed channels or storm drains, which meets all of the following criteria:

(1) Is designed or used for collecting water or conveying runoff.

(2) Is not part of a combined sewer system.

(3) Is not part of a publicly owned wastewater treatment works that provides secondary or more stringent treatment.

(4) Discharges directly or indirectly to waters of the state.

SILVICULTURE ACTIVITIES — Activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.

SITE — The entire area included in the legal description of the property on which the land disturbing construction activity occurred.

STOP-WORK ORDER — An order issued by the administering authority that requires all construction activity on the site be stopped.

STORMWATER MANAGEMENT PLAN — A comprehensive plan designed to reduce the discharge of pollutants from stormwater following completion of the land disturbance construction activity and after the site has undergone final stabilization.

STORMWATER MANAGEMENT SYSTEM PLAN — A comprehensive plan designed to reduce the discharge of runoff and pollutants from hydrologic units on a regional or municipal scale.

TARGETED PERFORMANCE STANDARD — A performance standard that will apply in a specific area where additional practices beyond those contained in this article are necessary to meet water quality standards. A total maximum daily load is an example of a targeted performance standard.

TECHNICAL STANDARD — A document that specifies design, predicted performance, and operation and maintenance specifications for a material, device or method.

TOP OF CHANNEL — An edge, or point on the landscape, landward from the ordinary high-water mark of a surface water of the state, where the slope of the land begins to be less than 12% continually for at least 50 feet. If the slope of the land is 12% or less continually for the initial 50 feet landward from the ordinary high-water mark, the top of the channel is the ordinary high-water mark.

TOTAL MAXIMUM DAILY LOAD — The amount of pollutants specified as a function of one or more water quality parameters that can be discharged per day into a water quality limited segment and still ensure attainment of the applicable water quality standard. Also referred to as "TMDL."

TP-40 — The Technical Paper No. 40, Rainfall Frequency Atlas of the United States, published in 1961.

TR-55 — The United States Department of Agriculture, Natural Resources Conservation Service (previously Soil Conservation Service), Urban Hydrology for Small Watersheds, Second Edition, Technical Release 55, June 1986, which is incorporated by reference for this article.

TRANSPORTATION FACILITY — A public street, a public road, a public

highway, a railroad, a public mass transit facility, a public-use airport, a public trail, or any other public work for transportation purposes such as harbor improvements under § 85.095(1)(b), Wis. Stats. Transportation facility does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the Wisconsin Department of Natural Resources pursuant to § 281.33, Wis. Stats.

TYPE II DISTRIBUTION — A rainfall type curve as established in the United States Department of Agriculture, Soil Conservation Service, Technical Paper 149, published 1973, which is incorporated by reference for this article. The Type II curve is applicable to all of Wisconsin and represents the most intense storm pattern.

WATERS OF THE STATE — Has the meaning given in § 283.01(20), Wis. Stats.

WET POND — A stormwater detention facility with a permanent pool of water in the pond bottom. Water levels located above the permanent pool of water fluctuate in response to rainfall events. Wet ponds are used for flood control and potentially for water quality. Wet ponds are required to satisfy Code 1001 Wet Detention Pond Technical Standard to receive water quality credit.

§ 463-18. Technical standards.

The following methods shall be used in designing and maintaining the water quality, peak discharge, infiltration, protective area, fueling/vehicle maintenance, and swale treatment components of stormwater practices needed to meet the water quality standards of this article:

A. Technical standards identified, developed or disseminated by the Wisconsin Department of Natural Resources under Subchapter V of Ch. NR 151, Wis. Adm. Code.

B. Technical standards and guidance identified within the Town of Grand Chute Stormwater Reference Guide.

C. Where technical standards have not been identified or developed by the Wisconsin Department of Natural Resources, other technical standards may be used, provided that the methods have been approved by the administering authority.

D. In this article, the following year and location has been selected as average annual rainfall(s): Green Bay, 1969 (March 29 through November 25).

E. Stormwater facilities located within an airport zoning district shall be designed, operated, and maintained in conformance with Chapter 10 of the Outagamie County Code of Ordinances.

F. Safety standards in addition to Ch. NR 151, Wis. Adm. Code. The following additional standards shall apply to any wet pond constructed on a parcel or site located in a residential zoning district or adjoining a residential zoning district, a school, day-care facility, or similar use:

(1) To achieve water quality and peak discharge requirements, the applicant may use a wet pond design as a stormwater treatment facility. The wet pond design shall meet the following safety specifications:

(a) Side slope to wet pond of 4:1 or flatter.

(b) Underwater safety shelf measuring eight feet wide or more with an average water depth of less than 18 inches.

(c) Vegetation or plantings installed in the safety shelf and side slope in accordance with Town specifications and policies.

(d) Grating covers for all structure inlets and outlets greater than six inches in size.

(2) The stormwater treatment facility maintenance plan shall identify the maintenance procedures for the vegetation so as to discourage access to the wet pond.

(3) If an applicant for a post-construction runoff permit cannot meet both the water quality and peak discharge standards and also the wet pond safety specifications described herein, the applicant shall at a minimum meet the water quality and peak discharge standards and submit a wet pond safety report. This report shall identify any variance from the safety specifications and identify any supplemental safety features that are incorporated into the design of the wet pond as a result. An applicant is not required to erect a fence around a wet pond; however, the applicant may include a fence in the safety features for the facility design. Any fence to be constructed as a wet pond safety feature shall be subject to the provisions of § 535-53 of the Town of Grand Chute Municipal Code and of Chapter 40 of the Outagamie County Code of Ordinances.

(4) Ponds created for purposes other than stormwater management are exempt from this article.

§ 463-19. Performance standards.

A. Responsible party. The responsible party shall develop and implement a post-construction stormwater management plan that incorporates the requirements of this section.

B. Plan. A written stormwater management plan shall be developed and implemented by the responsible party in accordance with § 463-21 of this article, and shall meet all other applicable requirements contained herein.

C. Requirements. The stormwater management plan shall meet the following minimum requirements to the maximum extent practicable:

(l) Water quality. BMPs shall be designed, installed and maintained to control pollutants carried in runoff from the post-construction site. The design shall be

based on the average annual rainfall, as compared to no runoff management controls.

(a) The following is required for a post-construction site adding 20,000 square feet or more of new impervious surfaces, and/or a site with one acre or more of land disturbance. **[Amended 12-21-2021 by Ord. No. 2021-13]**

[1] Except as provided in § 463-19C(1)(a)[2], a pollutant reduction is required as follows:

Total Suspended Solids (TSS) and Total Phosphorus (TP) Reduction

	New Development		Redevelopment		Routine Maintenance	
Watershed	**TSS**	**TP**	**TSS**	**TP**	**TSS**	**TP**
Apple Creek	80%	41%	52%	41%	52%	41%
Bear Creek	80%	83%	80%	83%	80%	83%
Fox River	80%	41%	72%	41%	72%	41%
Mud Creek	80%	48%	43%	48%	43%	48%

[2] A pollutant reduction is not required for routine maintenance areas that are part of a post-construction site with less than five acres of disturbance.

(b) Sites, including common plan of development sites, with a cumulative addition of 20,000 square feet or greater of impervious surfaces after January 1, 2005, are required to satisfy the performance standards pursuant to § 463-19C(1)(a)[1] and [2].

(c) The amount of pollutant control previously required for the site shall not be reduced as a result of the proposed development or disturbance.

(d) When designing BMPs, runoff draining to the BMP from off-site areas shall be taken into account in determining the treatment efficiency of the practice. Any impact on the BMP efficiency shall be compensated for by increasing the size of the BMP accordingly. The pollutant load reduction provided by the BMP for an off-site area shall not be used to satisfy the required on-site pollutant load reduction unless otherwise approved by the administering authority, in accordance with § 463-19E of this article.

(e) If the design cannot meet the water quality performance standards of § 463-19C(1)(a) through (d), the stormwater management plan shall include a written, site-specific explanation of why the water quality performance standards cannot be met and why the pollutant load will be reduced only to the maximum extent practicable. Except as provided in § 463-19F, the administering authority may not require any person to

exceed the applicable water quality performance standards to meet the requirements of maximum extent practicable.

(2) Peak discharge. BMPs shall be designed, installed and maintained to control peak discharges from the post-construction site.

(a) The following is required for a post-construction site adding 20,000 square feet or more of new impervious surfaces, and/or a site with one acre or more of land disturbance: **[Amended 12-21-2021 by Ord. No. 2021-13]**

[1] For a post-construction site adding less than 20,000 square feet of new impervious surface, the peak post-development discharge rate shall not exceed the peak pre-development discharge rate for the one-year and two-year, twenty-four-hour design storms. For a post-construction site adding 20,000 square feet or more of new impervious surface and/or a post-construction site with one acre or more of land disturbance, the peak post-development discharge rate shall not exceed the peak pre-development discharge rate for the one-year, two-year, ten-year, and one-hundred-year, twenty-four-hour design storms.

[2] Peak discharge control is not required for routine maintenance areas, except when runoff from the routine maintenance area discharges into a proposed peak flow control facility.

[3] Peak discharge calculations shall use TR-55 methodology. Atlas 14 rainfall depths and the MSE4 rainfall distribution shall be used unless the site is to be served by a previously constructed peak discharge facility. At the permittee's discretion, the TP-40 rainfall depths and the Type II rainfall distribution can be used for sites that are to be served by a previously constructed peak discharge facility. The meaning of "hydrologic soil group" and "runoff curve number" are as determined in TR-55. Unless the site is currently woodland, peak pre-development discharge rates shall be determined using the following runoff curve numbers for a meadow vegetative cover:

Maximum Pre-Development Runoff Curve Numbers

	Hydrologic Soil Group			
Vegetative Cover	**A**	**B**	**C**	**D**
Meadow	30	58	71	78
Woodland	30	55	70	77

(b) Sites with a cumulative addition of 20,000 square feet or greater of impervious surfaces after January 1, 2005, are required to satisfy the performance standards pursuant to § 463-19C(2)(a)[1] through [3].

(c) The amount of peak discharge control previously required for the site shall not be reduced as a result of the proposed development or disturbance.

(d) When designing BMPs, runoff draining to the BMP from off-site areas shall be taken into account in determining the performance of the practice. Any impact on the BMP performance shall be compensated for by increasing the size of the BMP accordingly. The peak discharge reduction provided by the BMP for an off-site area shall not be used to satisfy the required on-site peak discharge reduction unless otherwise approved by the administering authority in accordance with § 463-19E of this article.

(e) An adequate outfall shall be provided for each point of concentrated discharge from the post-construction site and shall consist of:

[1] Nonerosive discharge velocities and reasonable downstream conveyance.

[2] Discharge to the municipal separate storm sewer system, waters of the state, or an appropriate drainage easement. If a site is not able to meet this requirement, an adequate outfall may be permitted if it diffuses the discharge within the site boundary in accordance with the Town of Grand Chute Stormwater Reference Guide.

(f) New buildings with basements shall be designed to provide a minimum one foot of vertical separation between the lowest floor surface and the estimated high groundwater level. If less than one foot of vertical separation is provided, groundwater flow shall be estimated for each basement during site or subdivision design. In addition, the on-site stormwater systems shall be designed to accommodate the additional water flow and volume from groundwater.

(g) New development sites that discharge into direct conduits to groundwater shall be designed in conformance with Chapter 38 of the Outagamie County Code of Ordinances.

(h) New development sites located ~~near~~ within a closed depression and/or flood- prone area shall be designed to manage flood risks. ~~provide a minimum one foot of vertical separation between the lowest ground surface elevation at the building's perimeter and the overland relief elevation for the flood-prone area. Outagamie County and the~~The Town of Grand Chute maintains a flood-prone area map to assist with identifying higher risk areas. ~~If less than one foot of vertical separation is provided, a~~ A detailed stormwater analysis shall be performed to ~~identify and reasonably~~ manage ~~one-hundred-year~~ flooding risks ~~for buildings or structures located within the flood-prone area~~. The site shall be designed and analyzed to provide the following:

[1] No increase in 2, 10, and 100-year water surface elevations within

adjacent drainage systems and properties due to filling natural storage areas within the development site.

[2] At building and structure perimeters, the finished ground surface elevation shall be at least one foot above the 100-year water surface elevation for at least 15 feet beyond the building and structure perimeter. The 100-year water surface elevation shall be calculated if not available.

[3] The first floor elevation of buildings and structures shall be at least two feet above the 100-year water surface elevation. The 100-year water surface elevation shall be calculated if not available.

(i) Agricultural production areas shall meet the intent of this article by following the BMPs listed in the Town of Grand Chute Stormwater Reference Guide.

Reference Guide.

(j) Exemptions. The peak discharge performance standards described herein do not apply to the following:

[1] A transportation facility where the discharge is directly into a lake of over 5,000 acres or a stream or river segment draining more than 500 square miles.

[2] Except as provided in § 463-19C(2)(c) through (e), a highway reconstruction site.

[3] Except as provided in § 463-19C(2)(c) through (e), a transportation facility that is part of a redevelopment project.

(3) Infiltration. BMPs shall be designed, installed, and maintained to infiltrate runoff from the post-construction site, except as provided in § 463-19C(3)(h) through (l) of this article.

(a) The following is required for a post-construction site with one acre or more of land disturbance:

[1] Low imperviousness. For development with up to 40% connected imperviousness, such as parks, cemeteries, and low-density residential development, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 90% of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 1% of the post-construction site is required as an effective infiltration area.

[2] Moderate imperviousness. For development with more than 40% and up to 80% connected imperviousness, such as medium- and high-density residential, multifamily development, industrial and institutional development, and office parks, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 75% of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2% of the post-construction site is required as an effective infiltration area.

[3] High imperviousness. For development with more than 80% connected imperviousness, such as commercial districts and retail centers, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 60% of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2% of the post-construction site is required as an effective infiltration area.

(b) Pre-development condition shall assume good hydrologic conditions for appropriate land covers as identified in TR-55 or an equivalent methodology approved by the administering authority. The meaning of "hydrologic soil group" and "runoff curve number" are as determined in TR-55. The actual pre-development vegetative cover and the following pre-development runoff curve numbers shall be used:

Maximum Pre-Development Runoff Curve Numbers

	Hydrologic Soil Group			
Vegetative Cover	**A**	**B**	**C**	**D**
Woodland	30	55	70	77
Grassland	39	61	71	78
Cropland	55	69	78	83

(c) Sites with a cumulative addition of 20,000 square feet or greater of impervious surfaces after January 1, 2005, are required to satisfy the performance standards pursuant to § 463-19C(3)(a) and (b) of this article.

(d) The amount of infiltration previously required for the site shall not be reduced as a result of the proposed development or disturbance.

(e) Agricultural production areas shall infiltrate runoff volume using BMPs from the Town of Grand Chute Stormwater Reference Guide.

(f) When designing BMPs, runoff draining to the BMP from off-site areas shall be taken into account in determining the performance of the practice. Any impact on the BMP performance shall be compensated for by increasing the size of the BMP accordingly. The runoff volume reduction provided by the BMP for an off-site area shall not be used to satisfy the required on-site runoff volume reduction unless otherwise approved by the administering authority, in accordance with § 463-19E of this article.

(g) Pretreatment. Before infiltrating runoff, pretreatment shall be required for parking lot runoff and for runoff from road construction in commercial, industrial and institutional areas that will enter an infiltration system. The pretreatment shall be designed to protect the infiltration system from clogging prior to scheduled maintenance and to protect groundwater quality in accordance with § 463-19C(3)(n). Pretreatment options may include, but are not limited to, oil/grease separation, sedimentation, biofiltration, filtration, swales or filter strips.

(h) Source area prohibitions. Runoff from the following areas may not be infiltrated and may not qualify as contributing toward meeting the requirements of § 463-19C(3), unless demonstrated to meet the conditions of § 463-19C(3)(n):

[1] Areas associated with a Tier 1 industrial facility, as identified in § NR 216.21(2)(a), Wis. Adm. Code, including storage, loading, and parking. Rooftops may be infiltrated with the concurrence of the administering authority.

[2] Storage and loading areas of a Tier 2 industrial facility, as identified in § NR 216.21(2)(b), Wis. Adm. Code.

[3] Fueling and vehicle maintenance areas. Rooftops of fueling and vehicle maintenance areas may be infiltrated with the concurrence of the administering authority.

[4] Agricultural production areas that contain livestock, animal waste, or feed storage.

(i) Source area exemptions. Runoff from the following areas may be credited by the administering authority toward meeting the requirement when infiltrated, but the decision to infiltrate runoff from these sources is optional:

[1] Parking areas and access roads of less than 5,000 square feet for commercial development.

[2] Parking areas and access roads of less than 5,000 square feet for industrial development not subject to the prohibitions in § 463-19C(3)(h) of this article.

[3] Except as provided in § 463-19C(3)(d), redevelopment and routine maintenance areas.

[4] Infill development areas of less than five acres.

[5] Roads in commercial, industrial and institutional land uses, and arterial residential roads.

[6] Except as provided in § 463-19C(3)(d), transportation facilities, highway reconstruction and new highways.

(j) Prohibitions. Infiltration practices may not be located in the following areas:

[1] Areas within 1,000 feet upgradient or within 100 feet downgradient of direct conduits to groundwater.

[2] Areas within 400 feet of a community water system well as specified in § NR 811.16(4), Wis. Adm. Code, or within the separation distances listed in § NR 812.08, Wis. Adm. Code, for any private well or noncommunity well for runoff infiltrated from commercial development, including multifamily residential, industrial, and institutional land uses, or regional devices for one- and two-family residential development.

[3] Areas where contaminants of concern, as defined in § NR 720.03(2), Wis. Adm. Code, are present in the soil through which infiltration will occur.

(k) Separation distances.

[1] Infiltration practices shall be located so that the characteristics of the soil and the separation distance between the bottom of the infiltration system and the elevation of seasonal high groundwater or the top of bedrock are in accordance with the following:

Separation Distances and Soil Characteristics

Source Area	Separation Distance	Soil Characteristics
Industrial, commercial, institutional parking lots and roads	5 feet or more	Filtering layer
Residential arterial roads	5 feet or more	Filtering layer
Roofs draining to subsurface infiltration practices	1 foot or more	Native or engineered soil with particles finer than coarse sand
Roofs draining to surface infiltration practices	Not applicable	
All other impervious source areas	3 feet or more	Filtering layer

[2] Notwithstanding the provisions in § 463-19C(3)(k)[1], applicable requirements for injection wells classified under Ch. NR 815, Wis. Adm. Code, shall be followed.

(l) Infiltration rate exemptions. Infiltration practices located in the following areas may be credited by the administering authority toward meeting the requirement under the following conditions, but the decision to infiltrate runoff under these conditions is optional:

[1] Where the infiltration rate of the soil measured at the proposed bottom of the infiltration system is less than 0.6 inch per hour, using a scientifically credible field test method.

[2] Where the least permeable soil horizon to five feet below the proposed bottom of the infiltration system, using the United States Department of Agriculture method of soils analysis, is one of the following: sandy clay loam, clay loam, silty clay loam, sandy clay, silty clay, or clay.

(m) Alternate uses. Where alternate uses of runoff are employed, such as for toilet flushing, laundry, irrigation, or storage on green roofs where an equivalent portion of the runoff is captured permanently by rooftop vegetation, such alternate use shall be given equal credit toward the infiltration volume required in § 463-19C(3) of this article.

(n) Groundwater standards.

[1] Infiltration systems designed in accordance with § 463-19C(3) shall, to the extent technically and economically feasible, minimize the level of pollutants infiltrating to groundwater and shall maintain compliance with the preventive action limit at a point of standards application in accordance with Ch. NR 140, Wis. Adm. Code. However, if site-specific information indicates that compliance with a preventive action limit is not achievable, the infiltration BMP may not be installed or shall be modified to prevent infiltration to the maximum extent practicable.

[2] Notwithstanding the provisions in § 463-19C(3)(n)[1], the discharge from BMPs shall remain below the enforcement standard at the point of standards application.

(o) Where the requirements in § 463-19C(3)(h) through (l) limit or restrict the use of infiltration practices, the performance standards pursuant to § 463-19C(3) shall be met to the maximum extent practicable.

(4) Protective areas.

(a) Protective areas are required adjacent to the following natural features, at the widths specified herein:

[1] For outstanding resource waters and exceptional resource waters: 75 feet.

[2] For perennial and intermittent streams identified on a United States geological survey 7.5-minute series topographic map, or a county soil survey map, whichever is more current: 50 feet.

[3] For lakes: 50 feet.

[4] For highly susceptible wetlands: 75 feet. Highly susceptible wetlands include the following types: calcareous fens, sedge meadows, open and coniferous bogs, low prairies, coniferous swamps, lowland hardwood swamps, and ephemeral ponds.

[5] For less susceptible wetlands: 10% of the average wetland width, but no less than 10 feet nor more than 30 feet. Less susceptible wetlands include: degraded wetlands dominated by invasive species such as reed canary grass; cultivated hydric soils; and any gravel pits, or dredged material or fill material disposal sites that take on the

attributes of a wetland.

[6] For all other wetlands not subject to the characterization in § 463-19C(4)(a)[4] or [5]: 50 feet.

[7] For concentrated flow channels with drainage areas greater than 130 acres: 10 feet.

[8] Notwithstanding the provisions in § 463-19C(4)(a)[1] through [7], the greatest protective area width shall apply where rivers, streams, lakes, and wetlands are contiguous.

(b) Wetlands shall be delineated. Wetland boundary delineations shall be made in accordance with § NR 103.08(1m), Wis. Adm. Code. A copy of the wetland delineation report shall be provided to the Town. All wetland delineation boundaries shall be provided to the Town in one of the following formats: Shapefile or AutoCAD® file. The requirements in § 463-19C(4) do not apply to wetlands that have been completely filled in compliance with all applicable state and federal regulations. The protective area for wetlands that have been partially filled in compliance with all applicable state and federal regulations shall be measured from the wetland boundary delineation after fill has been placed. Where there is a legally authorized wetland fill, the protective area standard need not be met in that location. **[Amended 12-21-2021 by Ord. No. 2021-13]**

(c) Determinations of the extent of the protective area adjacent to wetlands shall be made on the basis of the sensitivity and runoff susceptibility of the wetland, in accordance with the standards and criteria in § NR 103.03, Wis. Adm. Code.

(d) The requirements in § 463-19C(4) apply to all post-construction sites located within a protective area, except those areas exempted pursuant to § 463-19C(4)(g) in this article.

(e) The following protective area requirements shall be met:

[1] Impervious surfaces shall be kept out of the protective area entirely or to the maximum extent practicable. If there is no practical alternative to locating an impervious surface in the protective area, the stormwater management plan shall contain a written, site-specific explanation.

[2] Where land disturbing construction activity occurs within a protective area, adequate sod or self-sustaining vegetative cover of 70% or greater shall be established and maintained in areas where no impervious surface is present. The adequate sod or self-sustaining vegetative cover shall be sufficient to provide for bank stability, maintenance of fish habitat, and filtering of pollutants from upslope overland flow areas under sheet flow conditions. Nonvegetative materials, such as rock riprap, may be employed on the bank as

necessary to prevent erosion, such as on steep slopes or where high velocity flows occur.

[3] BMPs such as filter strips, swales, or wet detention ponds, which are designed to control pollutants from nonpoint sources, may be located in the protective area.

(f) A protective area established or created after January 1, 2005, shall not be eliminated or reduced, except as allowed in § 463-19C(4)(g)[2], [3], or [4] in this article.

(g) Exemptions. The following areas are not required to meet the protective area requirements in § 463-19C(4):

[1] Redevelopment and routine maintenance areas, provided the minimum requirements in § 463-19C(4)(f) are satisfied.

[2] Structures that cross or access surface waters, such as boat landings, bridges and culverts.

[3] Structures constructed in accordance with § 59.692(1v), Wis. Stats.

[4] Areas of post-construction sites from which the runoff does not enter the surface water, including wetlands, without first being treated by a BMP to meet the requirements of § 463-19C(1) and (2), except to the extent that vegetative ground cover is necessary to maintain bank stability.

[5] Notwithstanding the provisions in § 535-53 of the Town of Grand Chute Municipal Code and Chapter 40 of the Outagamie County Code of Ordinances, the construction of a fence on a property zoned or used for single-family residential or two-family residential purposes is not required to meet the protective area requirements in § 463-19C(4)(a)[4] through [6]; however, any such fence shall be constructed and placed a minimum distance of one foot from any wetland boundary delineation.

(5) Fueling and vehicle maintenance areas. Fueling and vehicle maintenance areas shall have BMPs designed, installed and maintained to reduce petroleum within runoff, so that the runoff that enters waters of the state contains no visible petroleum sheen, or to the maximum extent practicable.

(6) Swale treatment for transportation facilities. Except for transportation facilities that are part of a larger common plan of development or sale, the following requirements shall be met:

(a) Requirement. Except as provided in § 463-19C(6)(b), transportation facilities that use swales for runoff conveyance and pollutant removal are exempt from the requirements of § 463-19C(1) through (3), if the swales are designed to do all of the following, or to the maximum extent

practicable:

[1] Swales shall be vegetated. However, where appropriate, nonvegetative measures may be employed to prevent erosion or provide for runoff treatment, such as rock riprap stabilization or check dams.

[2] Swales shall comply with the Wisconsin Department of Natural Resources Technical Standard 1005, Vegetated Infiltration Swale, except as otherwise authorized in writing by the Wisconsin Department of Natural Resources.

(b) Other requirements. Notwithstanding the requirements in § 463-19C(6)(a), the administering authority may, consistent with water quality standards, determine that other requirements, in addition to swale treatment, be met on a transportation facility with an average daily traffic rate greater than 2,500 and where the initial surface water of the state at which the runoff directly enters is any of the following:

[1] An outstanding resource water.

[2] An exceptional resource water.

[3] Waters listed in Section 303(d) of the federal Clean Water Act that are identified as impaired in whole or in part, due to nonpoint source impacts.

[4] Waters where targeted performance standards are developed pursuant to § NR 151.004, Wis. Adm. Code.

(7) Exemptions. The following areas are not required to meet the performance standards in § 463-19C:

(a) Underground utility construction such as water, sewer, gas, electric, telephone, cable television, and fiber optic lines. This exemption does not apply to the construction of any aboveground structures associated with utility construction.

(b) The following transportation facilities are exempt, provided the transportation facility is not part of a larger common plan of development or sale.

[1] A transportation facility post-construction site with less than ten-percent connected imperviousness, based on the area of land disturbance, provided the cumulative area of all impervious surfaces is less than one acre. Notwithstanding this exemption, the protective area requirements in § 463-19C(4) still apply.

[2] Reconditioning or resurfacing of a highway.

[3] Minor reconstruction of a highway. Notwithstanding this exemption,

the protective area requirements in § 463-19C(4) still apply.

[4] Routine maintenance for transportation facilities that have less than five acres of land disturbance if performed to maintain the original line and grade, hydraulic capacity or original purpose of the facility.

[5] Routine maintenance, if performed for stormwater conveyance system cleaning.

D. General considerations. The following considerations for on-site and off-site stormwater management measures shall be observed in managing runoff:

(1) Natural topography and land cover features, such as natural swales, natural depressions, native soil infiltrating capacity, and natural groundwater recharge areas, shall be preserved and used, to the extent possible, to meet the requirements of this section.

(2) Emergency overland flow for all stormwater facilities shall be provided to prevent exceeding the safe capacity of downstream drainage facilities and prevent endangerment of downstream property or public safety.

E. BMP location and credit.

(1) General. To comply with the performance standards in § 463-19C, the BMPs may be located on site or off site as part of a regional stormwater device, practice or system.

(2) Off-site or regional BMP.

(a) The amount of credit that the administering authority may give an off-site or regional BMP for purposes of determining compliance with the performance standards in § 463-19C is limited to the treatment capability or performance of the BMP.

(b) The administering authority may authorize credit for an off-site or regional BMP, provided all of the following conditions are satisfied:

[1] The BMP received all applicable permits.

[2] The BMP shall be installed and operational before the construction site has undergone final stabilization.

[3] The BMP shall be designed and adequately sized to provide a level of stormwater control equal to or greater than that which would be afforded by on-site BMPs meeting the performance standards in § 463-19C of this article.

[4] The owner of the BMP has entered into a maintenance agreement with the administering authority, as provided in § 463-22, such that the BMP has a legally obligated entity responsible for its long-term operation and maintenance. Legal authority exists if a municipality

owns, operates and maintains the BMP.

[5] The owner of the BMP has provided written authorization that indicates the permittee may use the BMP in compliance with the performance standards in § 463-19C of this article.

[6] Where an off-site or regional BMP option exists such that the administering authority exempts the owner from meeting all or part of the minimum on-site stormwater management requirements, the owner shall be required to pay a fee in an amount determined in negotiation with the administering authority. In determining the fee for post-construction runoff, the administering authority shall consider an equitable distribution of the cost for land, engineering design, construction, and maintenance of the off-site or regional BMP.

(3) BMP in nonnavigable waters. For purposes of determining compliance with the performance standards in § 463-19C, the administering authority may give credit for BMPs that function to provide treatment for runoff from existing development and post-construction runoff from new development, redevelopment, and routine maintenance areas and that are located within nonnavigable waters.

(4) BMP in navigable waters.

(a) New development runoff. Except as provided in § 463-19E(4)(b), BMPs designed to treat post-construction runoff from new development areas may not be located in navigable waters, and for purposes of determining compliance with the performance standards in § 463-19C, the administering authority may not give credit for such BMPs.

(b) New development runoff exemption. BMPs designed to treat post-construction runoff from new development areas may be located within navigable waters and may be creditable by the administering authority under the provisions in § 463-19C, if both of the following conditions are met:

[1] The BMP was constructed prior to October 1, 2002, and received all applicable permits.

[2] The BMP functions or will function to provide runoff treatment for the new development area.

(c) Existing development and post-construction runoff from redevelopment, routine maintenance, and infill development areas. Except as provided in § 463-19E(4)(d), BMPs designed to treat post-construction runoff for existing development and post-construction runoff from redevelopment, routine maintenance and infill development areas may not be located in navigable waters, and for purposes of determining compliance with the performance standards in § 463-19C, the administering authority may not

give credit for such BMPs.

(d) Existing development and post-construction runoff from redevelopment, routine maintenance, and infill development areas exemption. BMPs that function to provide treatment of runoff from existing development and post-construction runoff from redevelopment, routine maintenance and infill development areas may be located within navigable waters, and for purposes of determining compliance with the performance standards in § 463-19C, the administering authority may give credit for such BMPs, if either of the following are met:

[1] The BMP was constructed, contracts were signed or bids were advertised and all applicable permits were received prior to January 1, 2011.

[2] The BMP is on an intermittent waterway and all applicable permits are received.

(5) Water quality trading. To comply with the performance standards in § 463-19C(1), the administering authority may authorize credit for water quality trading, provided all of the following conditions are satisfied:

(a) The treatment practices associated with a water quality trade shall be in place, effective and operational before credit can be authorized.

(b) The water quality trade shall comply with applicable trading ratios established by the Wisconsin Department of Natural Resources or the Town of Grand Chute.

(c) The water quality trade shall comply with applicable regulations, standards, and guidance developed by the Wisconsin Department of Natural Resources or the Town of Grand Chute.

(d) The responsible party shall furnish a copy of executed water quality trading agreements or other related information deemed necessary by the administering authority in order to authorize credit.

F. Targeted performance standards. The administering authority may establish numeric water quality requirements that are more stringent than those set forth in § 463-19C in order to meet targeted performance standards, total maximum daily loads, and/or water quality standards for a specific water body or area. The numeric water quality requirements may be applicable to any permitted site, regardless of the size of land disturbing construction activity.

G. Alternate requirements. The administering authority may establish stormwater management requirements more stringent than those set forth in this article if the administering authority determines that an added level of protection is needed to protect sensitive resources. Also, the administering authority may establish stormwater management requirements less stringent than those set forth in this article if the administering authority determines that less protection is needed to

protect sensitive resources and provide reasonable flood protection. However, the alternative requirements shall not be less stringent than those requirements promulgated in rules by Wisconsin Department of Natural Resources Ch. NR 151, Wis. Adm. Code. The established additional requirements shall be provided to the applicant in writing.

§ 463-20. Permitting requirements, procedures and fees.

A. Permit required. No responsible party may undertake a land disturbing construction activity without receiving a post-construction runoff permit from the administering authority prior to commencing the proposed activity.

B. Permit application and fees. Unless specifically excluded by this article, any responsible party desiring a permit shall submit to the administering authority a permit application made on a form provided by the administering authority for that purpose.

(1) Unless otherwise excepted by this article, a permit application must be accompanied by a stormwater management plan, a maintenance agreement and a nonrefundable permit administration fee.

(2) The stormwater management plan shall be prepared to meet the requirements in §§ 463-19 and 463-21; the maintenance agreement shall be prepared to meet the requirements in § 463-22; the financial guarantee shall meet the requirements in § 463-23; and fees shall be those established by the Town of Grand Chute Board as set forth in § 463-24 of this article.

C. Review and approval of permit application. The administering authority shall review any permit application that is submitted with a stormwater management plan, maintenance agreement, and the required fee. The following approval procedure shall be used:

(1) If the stormwater permit application, plan and maintenance agreement are approved, or if an agreed-upon payment of fees in lieu of stormwater management practices is made pursuant to § 463-19E, the administering authority shall issue the permit.

(2) If the stormwater permit application, plan or maintenance agreement is disapproved, the administering authority shall detail, in writing, the reasons for disapproval.

(3) The administering authority may request additional information from the applicant. If additional information is submitted, the administering authority shall inform the applicant that the plan and maintenance agreement are either approved or disapproved.

D. Permit requirements. All permits issued under this article shall be subject to the following conditions, and holders of permits issued under this article shall be deemed to have accepted these conditions. The administering authority may suspend or revoke a permit for violation of a permit condition, following written

notification to the responsible party. An action by the administering authority to suspend or revoke this permit may be appealed in accordance with the provisions in § 463-26 of this article.

(1) Compliance with this permit does not relieve the responsible party of the obligation to comply with all other applicable federal, state, and local laws and regulations.

(2) The responsible party shall design and install all structural and nonstructural stormwater management measures in accordance with the approved stormwater management plan and this permit.

(3) The responsible party shall notify the administering authority at least 10 business days before commencing any work in conjunction with the stormwater management plan and within 10 business days upon completion of the stormwater management practices. If required as a special condition pursuant to § 463-20E, the responsible party shall make additional notification according to a schedule set forth by the administering authority so that practice installations can be inspected during construction.

(4) Practice installations required as part of this article shall be certified "as built" by a licensed professional engineer. Completed stormwater management practices must pass a final inspection by the administering authority or its designee to determine if they are in accordance with the approved stormwater management plan and this article. The administering authority or its designee shall notify the responsible party, in writing, of any changes required in such practices to bring them into compliance with the conditions of this permit.

(5) The responsible party shall notify the administering authority of any significant modifications it intends to make to an approved stormwater management plan. The administering authority may require that the proposed modifications be submitted to it for approval prior to incorporation into the stormwater management plan and execution by the responsible party.

(6) The responsible party shall inspect BMPs annually and after runoff events in accordance with the stormwater management plan and maintenance agreement. The responsible party shall have a licensed professional engineer submit a stamped written inspection report to the administering authority for review and approval every five years. All written inspection reports prepared by the responsible party shall accompany the stamped report prepared by the licensed professional engineer.

(7) The responsible party shall maintain all stormwater management practices in accordance with the stormwater management plan until the practices either become the responsibility of the Town of Grand Chute or are transferred to subsequent private owners as specified in the approved maintenance agreement.

(8) The responsible party authorizes the administering authority to perform any

work or operations necessary to bring stormwater management measures into conformance with the approved stormwater management plan and consents to a special assessment or charge against the property as authorized under the provisions in § 463-23 of this article.

(9) If so directed by the administering authority, the responsible party shall repair, at the responsible party's own expense, all damage to adjoining municipal facilities and drainageways caused by runoff, where such damage is caused by activities that are not in compliance with the approved stormwater management plan.

(10) The responsible party shall permit property access to the administering authority or its designee for the purpose of inspecting the property for compliance with the approved stormwater management plan and this permit.

(11) Where site development or redevelopment involves changes in direction, increases in peak rate and/or total volume of runoff from a site, the administering authority may require the responsible party to make appropriate legal arrangements with affected property owners concerning the prevention of endangerment to property or public safety.

(12) The responsible party is subject to the enforcement actions and penalties provided in § 463-25 if the responsible party fails to comply with the terms of this permit.

(13) The permit applicant shall post the certificate of permit coverage in a conspicuous location at the construction site.

E. Permit conditions. Permits issued under this subsection may include conditions established by the administering authority, in addition to the performance standards in § 463-19 or the financial guarantee requirements pursuant to § 463-23.

F. Permit duration. Permits issued under this subsection shall be valid from the date of issuance through the date the administering authority notifies the responsible party that all stormwater management practices have passed the final inspection required under the provisions in § 463-20D(4) of this article.

G. Alternate requirements. The administering authority may prescribe alternative requirements for applicants seeking an exemption from the on-site stormwater management performance standards in § 463-19E, or for applicants seeking a permit for a post-construction site with less than 20,000 square feet of impervious surface disturbance.

§ 463-21. Stormwater management plan.

A. Plan requirements. The stormwater management plan required under the provisions in §§ 463-19B and 463-20B shall comply with the Town of Grand Chute Stormwater Reference Guide and contain at a minimum the following information:

(1) Name, address, and telephone number of the landowner and responsible

parties.

(2) A legal description of the property proposed to be developed.

(3) Pre-development site map with property lines, disturbed limits, and drainage patterns.

(4) Post-development site map with property lines, disturbed limits, and drainage patterns.

(a) Total area of disturbed impervious surfaces within the site.

(b) Total area of new impervious surfaces within the site.

(c) Performance standards applicable to site.

(d) Proposed best management practices.

(e) Groundwater, bedrock, and soil limitations.

(f) Separation distances. Stormwater management practices shall be adequately separated from wells to prevent contamination of drinking water.

(5) Inspection and maintenance schedules for stormwater BMPs.

B. Alternate requirements. The administering authority may prescribe alternative submittal requirements for applicants seeking an exemption from the on-site stormwater management performance standards in § 463-19E or for applicants seeking a permit for a post-construction site with less than 20,000 square feet of impervious surface disturbance.

§ 463-22. Maintenance agreement.

A. Maintenance agreement required. The maintenance agreement required under the provisions in § 463-20B for stormwater management practices shall be an agreement between the Town of Grand Chute and the responsible party to provide for maintenance of stormwater practices beyond the duration period of a post-construction runoff permit. The maintenance agreement shall be filed with the Outagamie County Register of Deeds as a property deed restriction so that it is binding upon all subsequent owners of the land served by the stormwater management practices.

B. Agreement provisions. The maintenance agreement shall contain the following information and provisions and be consistent with the plan required under the provisions in § 463-20B:

(1) Identification of the stormwater facilities and designation of the drainage area served by the facilities.

(2) A schedule for regular maintenance of each aspect of the stormwater management system consistent with the stormwater management plan required

under the provisions in § 463-20B.

(3) Identification of the responsible party(ies), organization or city, county, town or village responsible for long-term maintenance of the stormwater management practices identified in the stormwater management plan required under the provisions in § 463-20B.

(4) Requirement that the responsible party(ies), organization, or city, county, town or village shall maintain stormwater management practices in accordance with the schedule required under the provisions in § 463-22B(2).

(5) Authorization for the administering authority to access the property to conduct inspections of stormwater management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.

(6) A requirement on the administering authority to maintain public records of the results of the site inspections, to inform the responsible party responsible for maintenance of the inspection results, and to specifically indicate any corrective actions required to bring the stormwater management practice into proper working condition.

(7) Agreement that the party designated as responsible for long-term maintenance of the stormwater management practices shall be notified by the administering authority of maintenance problems which require correction. The specified corrective actions shall be undertaken within a reasonable time frame as set by the administering authority.

(8) Authorization of the administering authority to perform the corrected actions identified in the inspection report if the party designated as responsible for long-term maintenance of the stormwater management practices does not make the required corrections in the specified time period. The administering authority shall enter the amount due on the tax rolls and collect the money as a special charge against the property, pursuant to Subchapter VII of Ch. 66, Wis. Stats.

C. Alternate requirements. The administering authority may prescribe alternative requirements for applicants seeking an exemption from the on-site stormwater management performance standards in § 463-19E or for applicants seeking a permit for a post-construction site with less than 20,000 square feet of impervious surface disturbance.

§ 463-23. Financial guarantee.

A. Establishment of the guarantee. The administering authority may require the submittal of a financial guarantee, the form and type of which shall be acceptable to the administering authority. The financial guarantee shall be in an amount determined by the administering authority to be the estimated cost of construction and the estimated cost of maintenance of the stormwater management practices

during the period which the designated party in the maintenance agreement has maintenance responsibility. The financial guarantee shall grant the administering authority the authorization to use the funds to complete the stormwater management practices, if the responsible party defaults or does not properly implement the approved stormwater management plan, upon written notice to the responsible party by the administering authority that the requirements of this article have not been met.

B. Conditions for release. Conditions for the release of the financial guarantee are as follows:

(1) The administering authority shall release the portion of the financial guarantee established under this section, less any costs incurred by the administering authority to complete installation of practices, upon submission of as-built plans by a licensed professional engineer. The administering authority may make provisions for a partial pro-rata release of the financial guarantee based on the completion of various development stages.

(2) The administering authority shall release the portion of the financial guarantee established under this section to assure maintenance of stormwater practices, less any costs incurred by the administering authority, at such time that the responsibility for practice maintenance is passed on to another entity via an approved maintenance agreement.

C. Alternate requirements. The administering authority may prescribe alternative requirements for applicants seeking an exemption from the on-site stormwater management performance standards in § 463-19E or for applicants seeking a permit for a post-construction site with less than 20,000 square feet of impervious surface disturbance.

§ 463-24. Fee schedule.

Fees referred to in this article shall be established by the Town of Grand Chute Board and may be modified from time to time. A schedule of the fees established by the Town Board shall be available for review upon request.

§ 463-25. Enforcement; violations and penalties.

A. Any land disturbing construction activity or post-construction runoff initiated after the effective date of this article by any person, firm, association, or corporation subject to the article provisions shall be deemed a violation, unless conducted in accordance with the requirements of this article.

B. The administering authority shall notify the responsible party by certified mail of any noncomplying land disturbing construction activity or post-construction runoff. The notice shall describe the nature of the violation, remedial actions needed, a schedule for remedial action, and additional enforcement action which may be taken.

C. Upon receipt of written notification from the administering authority pursuant to § 463-25B, the responsible party shall correct work that does not comply with the stormwater management plan or other provisions of a post-construction runoff permit. The responsible party shall make corrections as necessary to meet the specifications and schedule set forth in the notice.

D. If the violations to a permit issued pursuant to this article are likely to result in damage to properties, public facilities, or waters of the state, the administering authority may enter the land and take emergency actions necessary to prevent such damage. The costs incurred by the administering authority, plus interest and legal costs, shall be billed to the responsible party.

E. The administering authority is authorized to post a stop-work order on all land disturbing construction activity that is in violation of this article or to request that the Town Attorney obtain a cease-and-desist order in any court withjurisdiction.

F. The administering authority may revoke a permit issued under this article for noncompliance with article provisions.

G. Any permit revocation, stop-work order, or cease-and-desist order shall remain in effect unless retracted by the administering authority or by a court with jurisdiction.

H. The administering authority is authorized to refer any violation of this article, or any stop-work order or cease-and-desist order issued pursuant to this article, to the Town Attorney for the commencement of further legal proceedings in any court with jurisdiction.

I. Any person, firm, association, or corporation who does not comply with the provisions of this article shall be subject to a forfeiture as provided in the Uniform Forfeiture and Bond Schedules per offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense.

J. Compliance with the provisions of this article may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease-and-desist order before resorting to injunctional proceedings.

K. When the administering authority determines that the holder of a permit issued pursuant to this article has failed to follow practices set forth in the stormwater management plan, or has failed to comply with schedules set forth in said stormwater management plan, the administering authority or a party designated by the administering authority may enter upon the land and perform the work or other operations necessary to bring the condition of said lands into conformance with requirements of the approved plan. The administering authority shall keep a detailed accounting of the costs and expenses of performing this work. These costs and expenses shall be deducted from any financial security posted pursuant to § 463-23 of this article. Where such a security has not been established, or where such a security is insufficient to cover these costs, the costs and expenses shall be entered on the tax roll as a special charge against the property and collected with any other taxes levied thereon.

§ 463-26. Appeals.

A. Appeals. The Town of Grand Chute Plan Commission, created pursuant to § 16-2 of The Town of Grand Chute Municipal Code, shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the administering authority in administering this article. The Plan Commission shall also use the rules, procedures, duties, and powers authorized by statute in hearing and deciding appeals. Upon appeal, the Plan Commission may authorize variances from the provisions of this article that are not contrary to the public interest and where owing to special conditions a literal enforcement of the article will result in unnecessary hardship.

B. Who may appeal. Appeals to the Plan Commission may be taken by any aggrieved person or by an officer, department, board, or bureau of the Town of Grand Chute affected by any decision of the administering authority.

§ 463-27. Variances.

In any particular case where a landowner can show that, by reason of exceptional topography or other physical condition, strict compliance with any requirement of this article would cause unnecessary hardship, the Plan Commission may grant a variance from the provisions of this article, provided such relief may be granted without detriment to the public good and without impairing the intent and purpose of this article or the desirable general development of the Town of Grand Chute. No variance shall be granted by the Plan Commission that is contrary to provisions of the Wisconsin Administrative Code or the Wisconsin Statutes.

§ 463-28. Limitations on municipal responsibility.

Nothing in this article creates or imposes, nor shall be construed to create or impose, any greater obligation or responsibility on the Town of Grand Chute than those minimum requirements specifically required by State of Wisconsin Statutes and Department of Natural Resources regulations.

Grand Chute

AGENDA REQUEST
4/6/2023

TOPIC: Professional Services Agreement with McMahon Associates, Inc. related to mapping of flood prone areas within the Bear Creek watershed, and in the amount of $20,000.

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Sanitary District 3
Department Reporting: Public Works	Submitted By: Katie Schwartz, P.E., Director P.W.

ISSUE: In 2022 the Hydrologic and Hydraulic (H&H) Analysis of urbanized areas of the Town was finalized as part of the WDNR Urban Nonpoint Source & Storm Water Management (UNPS&SW) planning grant (Grant). The modeling/study was completed by McMahon Associates, Inc. This study included both the east and west branches of Mud Creek as well as portions of the Bear Creek tributary areas. The purpose of the model/study was to assist the Town with evaluations of potential future stormwater quality retrofits for continued compliance with the Town's Municipal Separate Storm Sewer System Permit (MS4).

BACKGROUND/ANALYSIS: A mapbook of flood prone areas of the Town was one deliverable of the Grant project. However, the project did not include non-urbanized/developed areas since they were not eligible. This mapbook will prove to be a valuable resource for both planning and communication for future development in the Town, including adherence to section 463 of the Municipal Code. With development in the Bear Creek watershed beginning and progression of that continued development likely to continue to both the north and west, having the H&H analysis completed for the remainder of the Bear Creek watershed is needed.

RECOMMENDATION: Staff recommends award of the Professional Services Agreement with McMahon Associates, Inc. related to mapping of flood prone areas within the Bear Creek watershed, in the amount of $20,000.

FISCAL IMPACT: Budget
Sufficient funds have been allocated to 63-03-82000-210/SAN 3 Professional Services for 2023.

ATTACHMENTS:
Attachment No. 1 - Drainage Area Map (Bear Creek Tributary area in blue)
Attachment No. 2 - McMahon Associates, Inc. Professional Services Agreement

Town of Ellington
Town of Center
City of Appleton
Town of Center
City of Appleton
Town of Freedom
Town of Grand Chute
Town of Vandenbroek
Village of Greenville
Village of Little Chute
City of Appleton
Village of Fox Crossing
Winnebago County
Outagamie County
Calumet County
City of Appleton
Village of Harrison
Fox River

Grand Chute

- Bear Creek Tributary
- Mud Creek West Branches
- Mud Creek East Branches
- Drainage Area and ID

Other Mapped Features

- Municipal Boundary
- Right-of-Way
- Railroad Centerline
- Stream
- Surface Water

Source: Outagamie County, 2018-21;
Winnebago County, 2014-16; Calumet County, 2014-15.

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 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.

0 3,500 7,000 Feet

McMAHON ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.

FIGURE 2
DRAINAGE AREAS
HYDROLOGY AND HYDRAULICS ANALYSIS
TOWN OF GRAND CHUTE
OUTAGAMIE COUNTY, WISCONSIN

w:\PROJECTS\G00039\190079\CADD\GIS\HH_2021_10\Figure2_B.mxd November 5, 2021 kpk

McMAHON
ENGINEERS \ ARCHITECTS

AGREEMENT
For PROFESSIONAL SERVICES

Grand Chute Sanitary District #3
1900 W. Grand Chute Blvd.
Grand Chute, WI 54913-9613

Date: March 23, 2023

McM. No. TBD

PROJECT DESCRIPTION:

The Grand Chute Sanitary District #3 (Storm) desires to map flood prone areas within the Bear Creek Watershed. Flood prone areas were previously mapped within the Mud Creek Watershed. The Town plans to use the mapping to assist with identifying future development that may be prone to flooding during the 100-year rainfall. The purpose of this agreement is to perform the hydrologic and hydraulic analysis and prepare the mapping.

SCOPE OF SERVICES:

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

- Hydrologic & Hydraulic Modeling
  - Develop a hydrologic and hydraulic model of major components of the Town's drainage system.
    - Use MS4 mapping and GIS attribute database to develop the hydrologic and hydraulic model.
    - Include major system components in model such as urban drainages areas of 50 acres or larger, pipe diameters of 30-inches or larger for residential land uses, and points of interest (signficant structural BMP retrofit locations and low areas).
    - Evaluate the 2, 10, and 100-year, 24-hour design storms to assist with peak flow evaluations, evaluate how individual system components interact and affect overall performance, and evaluate the impacts of potential stormwater quality retrofits in the future.
  - Summarize hydrologic and hydraulic analysis for 2, 10, and 100-year, 24-hour design storms.
  - Prepare tabular summary and figures.

Items Not Included In The Scope Of Services:

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.

- Topographic survey, ALTA/ACSM Land Title Survey, plats, CSMs, title/easement searches, deeds, and easements.
- Archaeological, historical, endangered/threatened species, wetland, environmental, and geotechnical services.
- Design, permits, bidding, construction administration, and on-site construction observations.

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:

- A single contact person.

The Grand Chute Sanitary District #3 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 on a Time and Expense basis estimated at: $20,000.

COMPLETION SCHEDULE:

McMahon Associates, Inc. agrees to complete the work 3 months after authorization or as mutually agreed upon.

ACCEPTANCE:

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

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

OWNER: Grand Chute Sanitary District #3, Wisconsin

By: _____
(Authorized Signature)

Title: _____

Date: _____

McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

By: _____

Nick Vande Hey, PE

Title: VP / Sr. Municipal Engineer

Date: March 23, 2023

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 ENGINEERS ARCHITECTS 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.

Grand Chute

AGENDA REQUEST
4/6/2023

TOPIC: Approve professional services agreement with McMahon Associates, Inc., related to preparing design plans associated with installing a new steel casing pipe beneath existing railroad tracks along Capitol Drive, in the amount of $10,800.

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Sanitary District 1
Department Reporting: Public Works	Submitted By: Mark VanDerWegen, P.E., Deputy Director: Engineering

ISSUE: The railroad plans to upgrade its at-grade crossing in the summer of 2023 (May/June timeframe) at the W. Capitol Drive crossing, near Houdini Elementary School. The Water Distribution System Evaluation Final Report, prepared by McMahon Associates, Inc., indicates a need for a redundant water main distribution pipe in this area of W. Capitol Drive east of the railroad tracks.

BACKGROUND/ANALYSIS: The purpose of the Water Distribution System Evaluation Report (Report) was to provide an analysis of the existing system capacities and to determine how the future water needs of the community can be met. The Final Report identified two locations in Town, which are somewhat limited, where an existing 16-inch water main connects to the eastern portion of Town (which includes Booster Station #3) and the remainder of the system. If this single main were out of service, Booster Station #3 could not supply most of the system until repairs were completed. One of the two locations identified was at the railroad crossing at Capitol Drive, between Whitney Drive and Terri Lane.

WATCO (Foxy Rail System) is planning to reconstruct the at-grade rail crossing this summer. Staff have been in discussion with WATCO regarding the possibility of installing a new 24" steel casing pipe at this crossing location, at the same time the crossing upgrade is being completed. Casing pipes are required, whenever public utilities are installed beneath railroad crossings, so if failure of the public utility ever occurs, the railroad infrastructure is protected within the railroad right-of-way. Steel casing pipes also protect the public utilities beneath the railroad crossing, by providing sufficient protection from heavy point live loads (E-80), that trains distribute as they travel along the tracks. The new steel casing would be installed thru open-cut method, from railroad right-of-way to right-of-way (approximately 100-feet), as opposed to having to jack and bore the pipe beneath the railroad crossing at a future date.

Approximate costs per linear foot for open-cutting a 24" steel casing pipe is between $250-$325/LF.
Approximate costs per linear foot for jack and boring a 24" steel casing pipe is between $650-$800/LF.

It is anticipated that open-cutting the pipe would equate to about a 50% cost reduction, as opposed to jack and boring it at a later date.

If the existing water main ever failed at this location, and repairs would need to be completed, costs to repair it would likely be extremely high. A contractor would need to be hired, which has sufficient railroad insurance requirements; the town would be responsible for paying for railroad flagging operations (per day) while the line is active; any emergency signal locating would need to be accounted for and paid; a permit application to the railroad would need to be completed and submitted, which historically has taken multiple months to receive confirmation; and the eastern portion of Town would be without water until repairs are made.

If the casing pipe was installed concurrently this year with the railroad crossing upgrade, all future railroad permit and insurance requirements related to installing a new redundant water main pipe thru this casing pipe would not be as stringent, as this empty casing pipe would be outside of their right-of-way. Repairs could be made by having a contractor jack and bore a new water main pipe thru this new casing pipe so it can be reconnected back into the current water distribution system. This would allow the distribution system to be back online and functional much sooner, than having to obtain permits with the railroad. The existing water main beneath the railroad crossing would need to be removed from the existing casing pipe and replaced via the same method (jack and bore), which can always present challenges during installation, especially in a critical situation.

The railroad is also agreeable to waiving certain fees, if the Town can provide assistance with paving operations after the crossing is upgraded. Details of this arrangement are still needed to discuss payment/invoicing. Staff have been discussing this with various contractors that are currently performing work in town, to see if they would be able to provide assistance. This work would be completed thru a change order with the contractor currently performing work for the Greenville Drive Area Improvements.

Details would still need to be finalized with all parties in order to coordinate all work, completed design, furnish and install materials, and pave the roadway section upon completion. This project is not listed in the adopted 5-year Capital Improvement Plan as staff did not learn of the crossing upgrade from WATCO until February 7, 2023.

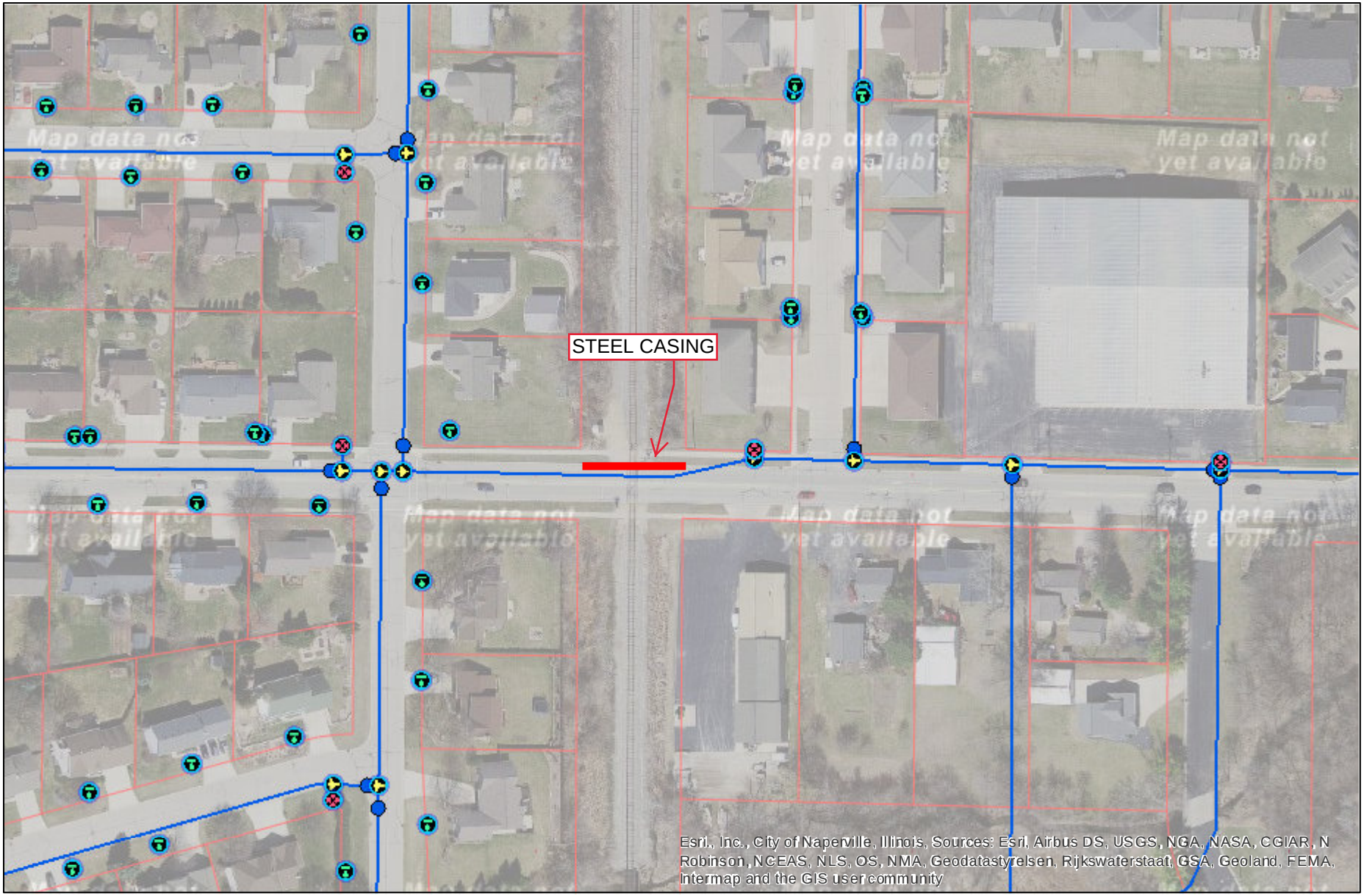
RECOMMENDATION: Staff recommend award of the professional services agreement to McMahon Associates, in the amount of $10,800.

In addition, staff request authorization to continue coordinating work efforts to get the steel casing pipe installed in the near future and be able to sign the change order when it's received, in order to procure materials to allow for sufficient lead time/delivery.

FISCAL IMPACT: CIP

ATTACHMENTS:
Attachment No. 1: Project Area
Attachment No. 2: Water Distribution System Evaluation Report (shortened, applicable sections)
Attachment No. 3: Agreement for Professional Services with McMahon Associates, Inc., for design services related to installing a new steel casing pipe along Capitol Drive.

W Capitol Drive Railroad Crossing



Disclaimer: The data provided in the Town of Grand Chute Interactive GIS Map was generated from multiple sources and agencies. Every effort has been made to offer the most accurate data. However, the Town provides this information with the understanding that it is not guaranteed to be accurate, correct, or complete. The Town may make improvements to the Interactive GIS Map periodically. Conclusions drawn from this information are the responsibility of the user. The user agrees that the Town of Grand Chute shall not be held responsible for actions, claims, damages, or judgments made from this data.

Author:

Copyright:

0 0.0175 0.035 0.07 mi

Grand Chute

Date: 3/29/2023 07:02 AM

National Fire Protection Association (NFPA) classified hydrants into four classes:

- Class AA – Rated capacity of 1,500 gpm or greater at 20 psi (Light Blue)
- Class A – Rated capacity of 1,000 – 1,499 gpm at 20 psi (Green)
- Class B – Rated capacity of 500 – 999 gpm at 20 psi (Orange)
- Class C – Rated capacity of less than 500 gpm at 20 psi (Red)

Figure 6 provides a schematic of the Grand Chute hydrants color codes based off the National Fire Protection Association (NFPA) fire hydrant color coding scheme.

Although the minimum flow requirement established by NR 811 for water mains serving fire hydrants is 500 gpm at 20 psi residual pressure, the recommended available fire flow varies depending on the land use and is much greater than the minimum requirements.

Figure 7 provides a contour map of the available fire flow residual pressure in comparison to land use. There are a few locations where the recommended fire flow rate does not meet the recommended minimum fire flow at 20 psi per land use, as displayed in purple in Figure 7. Most of these locations occur along the Town boundaries where dead end water mains occur, which have limited capacity and reliability because the water flows from only one direction. The computer model was further used to simulate the fire flow capacity at these locations with the water mains extended and connected, as they will be in the near future which is further discussed in Section VII.

2. Distribution System Layout

The capacity and redundancy of a distribution system is maximized when the system is developed in a grid pattern providing looping and redundancy. Dead end water mains have limited capacity and reliability because the water flows from only one direction, which can also be problematic during a water main break.

There are some existing dead-end mains in developed areas. It is certainly feasible to eliminate dead end mains by constructing looping water mains, however, the cost may out weight the benefit as there may not be much potential for development along the assumed routes for the connecting water mains or the water connections may have to be constructed in easements. Dead ends may also require additional flushing to reduce the potential for stagnant water to develop.

3. Distribution System Redundancy

The transmission system consists of the large diameter water mains that convey most of the water through the distribution system. In general, the transmission system has

developed as a grid with redundancy. However, the redundancy of the transmission system is somewhat limited on Capital Drive at the following two locations:

- Between Richmond and Story Street
- Between Whitney Drive and Terri Land (Wisconsin Central R.R. Crossing)

In this area a single 16-inch water main connects the eastern portion, including Booster Station #3, to the remainder of the system. If this single main where out of service, Booster Station #3 could not supply most of the system until repairs were completed. As shown in Exhibit 1, additional parallel water main could be constructed in the area of Capitol Drive east of the railroad tracks to serve as redundancy.

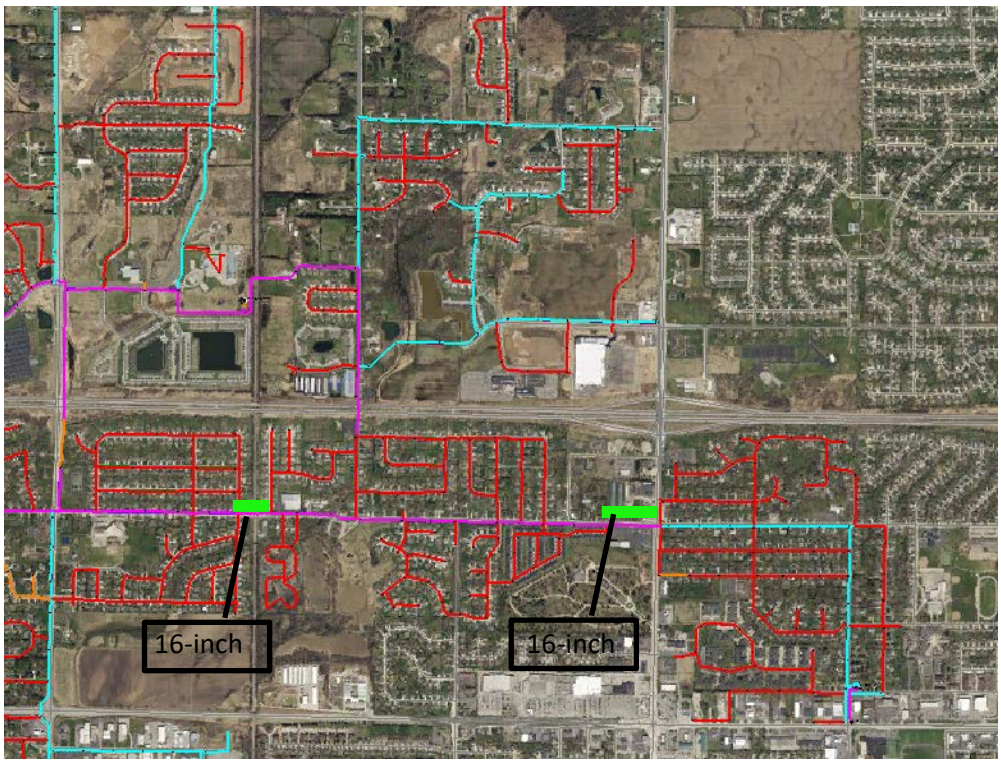


Exhibit 1: Proposed Improvements on Capitol Drive.

4. Distribution System Pressures

Ground elevations in the Town range from 755 to 862 as indicated on a topographic map. With the tank overflow at 990, the static pressures range from 100 psi to 55 psi. With the tank low level at 964, the static pressures range from 90 psi to 44 psi. Both ranges are acceptable for providing pressure to the distribution system.

Wisconsin Administrative Code NR 811.60(1) states when the static pressure exceed 100 psi, pressure-reducing devices may be required on mains in the distribution system. Administrative Code SPS 82.40(7)(d)2. a. requires that a pressure-reducing

McMAHON
ENGINEERS ARCHITECTS

AGREEMENT
For PROFESSIONAL SERVICES

Grand Chute Sanitary District #1
1900 W. Grand Chute Blvd.
Grand Chute, WI 54913-9613

Date: March 23, 2023

McM. No. TBD

PROJECT DESCRIPTION:

The Grand Chute Sanitary District #1 (Water) plans to install a new water main crossing at the Capitol Drive railroad crossing. The railroad plans to upgrade its crossing during 2023. The Town plans to install a new water main crossing concurrently with the railroad crossing improvements. Less than 1 acre of land disturbance is assumed. The purpose of this agreement is to provide design services for the water main crossing.

SCOPE OF SERVICES:

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

- Topographic Survey
  - Contact Diggers Hotline to request utility locates for topographic and location survey.
  - Establish control (x,y,z) using County's horizontal coordinate system and Town's elevation datum.
  - Perform a topographic and location survey of existing features (assume no snow cover) within the project boundaries, including full width of public road rights-of-way:
    - Property irons and section corners.
    - Topographic survey, including high and low points, to generate a surface model and 1-foot contours.
    - Roadways, rails, pavements, sidewalks, curb and gutter, signs, signals, and pavement markings.
    - Visible utilities including manholes, inlets, culverts, hydrants, valves, curb stops, poles, transformers, pedestals, pull boxes, loops, and Diggers Hotline markings. Depth manholes and inlets for sanitary sewer and storm sewer system.
    - Landscape features such as fences, tree lines, edge of woods, and isolated trees or shrubs.
  - Incorporate GIS street right-of-way and property lines into Civil3D base map.
  - Prepare Civil3D base map and existing surface with break lines and topographic point shots.
- Utility Coordination
  - Submit final plans to utilities for review.
  - Compare work plans from private utilities against final plans and other private utilities work plans. Notify private utilities of potential conflicts.
- Prepare design for water main at railroad crossing, including casing.
- Plan Preparation
  - Prepare plan set. Use 1" = 20' horizontal scale for full scale plan sheet (22"x34") and 1" = 40' horizontal scale for half scale plan sheet (11"x17"). Submit plan set to Town for review at 60%, 90% and final completion. Plan set consists of following:
    - Title sheet
    - Abbreviations, symbols, and notes sheet
    - Survey control / horizontal alignment sheet
    - Plan and profile sheet (plans are to depict limits of disturbance and erosion controls)
    - Standard detail sheets
  - Specifications.
- Prepare and submit Wisconsin Department of Natural Resource (WDNR) Water Main Permit.
- Prepare and submit Railroad Utility Crossing Permit.
- Prepare an opinion of probable cost.
- Project Management / Meetings
  - Coordinate with McMahon team members throughout project design.
  - Attend design review meetings with Town Staff during design phase.

Items Not Included In The Scope Of Services:

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.

- ALTA/ACSM Land Title Survey, plats, CSMs, title/easement searches, deeds, and easements.
- Archaeological, historical, endangered/threatened species, wetland, environmental, and geotechnical services.
- Design of railroads, streets, sanitary sewers, and storm sewers. Engineer's Report.
- Bidding, construction administration, and on-site construction observations.

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:

- A single contact person.

The Grand Chute Sanitary District #1 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 on a Time and Expense basis estimated at: $10,800

COMPLETION SCHEDULE:

McMahon Associates, Inc. agrees to complete the work as mutually agreed upon.

ACCEPTANCE:

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

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

OWNER: Grand Chute Sanitary District #1, Wisconsin

By: _____

(Authorized Signature)

Title: _____

Date: _____

McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

By: _____

Nick Vande Hey, PE

Title: VP / Sr. Municipal Engineer

Date: March 23, 2023

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
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