

PUBLIC NOTICE OF MEETING
Town of Neenah, Winnebago County, Wisconsin

[Section 19.84 Notice]

Governmental Body: Storm Water Utility District (Town Board)
Date of Meeting: Thursday November 13, 2025
Time of Meeting: 8:00 a.m.
Location of Meeting: 1600 Breezewood Lane, Neenah WI 54956

The meeting will also be offered virtually via ZOOM.

Meeting ID : 860 9291 1562 Passcode: 303490 Phone (312) 626-6799

Zoom Link: <https://us02web.zoom.us/j/86092911562?pwd=9JexDRAIN2uibjbEdYk0OFX3pDxluQ.1>

1. CALL TO ORDER
2. DISCUSSION / ACTION
 - a. Approve Meeting Minutes
 - February 20, 2025
 - May 8, 2025
 - August 14, 2025
 - October 17, 2025
 - b. Adopt 2026 Stormwater Utility District Budget
 - c. Approve Resolution 2025-28 Authorizing 2026 Stormwater ERU Rate of \$100 per ERU
 - d. Approve MCO Contract for 2026 locating services \$1,160 annually.
 - e. Update on Oakridge Road Reconstruction project, stormwater management
 - f. Approve the Intergovernmental Agreement with Winnebago County for MS4 requirements
 - g. Update regarding Town Stormwater Ponds Connection Fee Report
 - h. Approve Ordinance 2025-03 to modify Chapter 6 Development Ordinance to repeal and restate Chapter 6 section 6.54
 - i. Update on the status of Urban Nonpoint Sources Planning Grant with WI Department of Natural Resources
3. UNFINISHED BUSINESS
4. NEW BUSINESS
5. FUTURE AGENDA TOPICS AND MEETINGS
 - a. 2026 Stormwater Utility District Meetings beginning at 8:00 AM
 - Thursday February 12, 2026
 - Thursday May 14, 2026
 - Thursday August 13, 2026
 - Thursday November 12, 2026
6. ADJOURN

Closed Session Contemplated: NO



Ellen Skerke, Administrator-Clerk-Treasurer
November 10, 2025

Upon request, reasonable auxiliary aids and services will be provided for disabled individuals. If accommodations are required, please provide adequate advance notice to Town Clerk at 920-725-0916.

A quorum of Town of Neenah Board, Committees, and Sanitary Commissions may attend, but no official action will be taken by them.

Notice was posted on November 10, 2025 at www.townofneenah.com and at the posting board located at the Town of Neenah Municipal Building, 1600 Breezewood Lane.

TOWN OF NEENAH STORM WATER UTILITY DISTRICT MEETING

Thursday February 20, 2025

Municipal Building, 1600 Breezewood Lane

Present: Chairman Robert Schmeichel, Supervisor David Bluma, Supervisor Thomas Wilde.**Present Via Zoom:** Supervisor James Weiss**Excused:** Supervisor Brooke Cardoza**Also in Attendance:** Ken Kiesau, Max Ogden, Steve and Adam Swanson, Glenn Armstrong, Ronald and Judith Buser, Andy Schmidt, Ben Hamblin, Deputy Clerk-Treasurer and Administrator-Clerk-Treasurer Ellen Skerke.**Also in Attendance via Zoom:** None

R. Schmeichel called the meeting to order at 8:00 am.

Meeting Minutes*Approve Stormwater Utility District Meeting Minutes from November 14, 2024**This item is adjourned until the next Stormwater Meeting***Discussion/Action***Stormwater Management Fee – Appeal of 2024 fee included on property tax bill**Parcel 010 0345 (Swanson)*

- E. Skerke explained that in 2024 Stormwater Utility District completed an audit of all properties. McMahon and Associates assisted, looked at property classification, looked at what we were charging for ERU rates and compared what changed for properties.
- E. Skerke stated this property in question is zoned AG, so the question is why the ERU rate went to \$100 in 2024, the appeal request is to reduce the stormwater fee to \$0 as it was in 2023.
- Swanson's own other properties in the Town of Neenah.
- E. Skerke stated the changes were due to the audit, and the ordinance.
- The language in the ordinance 19.05 section (g) states that the charges imposed for agricultural properties as defined herein shall be the rate of one (1) ERU. Adjacent agricultural properties under the same ownership shall be charged a total of one ERU. The parcel with the residence will be charged one (1) ERU, the adjacent parcels will be charged zero (0) ERU.
- This AG parcel is not "adjacent" to the residence property.
- A. Schmidt stated that per the language of the ordinance, this parcel does not apply, however each parcel is unique.
- B. Hamblin noted that in keeping with the spirit of the ordinance, it makes sense to remove the \$100 ERU charge.
- R. Schmeichel questioned if this requires a revision to the Ordinance. A. Schmidt noted that in order to account for every special case, it would require an extensive ordinance. The current ordinance allows for special cases and review of the charges through the appeal process.
- J. Weiss questioned when the Ordinance was adopted, and has it been revised since then? E. Skerke responded this Ordinance was adopted in 2011 and has not been changed. The 2024 audit is what is generating these appeals. The audit itself did exactly what it was supposed to do, review each parcel to ensure our stormwater management charges are accurate. These appeals are asking the SWUD Board to interpret the ordinance and their special case. These are not decisions that should be made internally by the Clerk's office or McMahon, this is a Board decision. There are 4 additional appeals similar to this situation on the agenda today.
- A. Schmidt noted that if you try to account for each circumstance in an ordinance, you would complicate the entire ERU process, this appeals process is working as designed, allowing the SWUD Board to consider each case that appeals.
- General discussion is that it makes sense that the intent of the ordinance is that if a property owner has a residential property in the Town and AG properties, the AG property that the same person owns, should be zero ERU.

Motion: T. Wilde / J. Weiss to waive the \$100 stormwater management fee on parcel *Parcel 010 0345* and issue a refund.

Motion carried by voice vote

E. Skerke noted that the ordinance states that once an appeal decision is made, that decision stays with the property until the "use" of the property changes, so this decision will carry forward in future years, until the use of the property changes.

Parcel 010-0103, 010 01110101 and 010-0112 (Buser)

- E. Skerke noted this is a very similar situation. These three parcels are all owned by Ronald and Judith Buser. Their primary residence is not adjacent to these three parcels. They pay a \$100 stormwater management fee on the main residence.

Motion: D. Bluma / T. Wilde to waive the stormwater management fees on three parcels, *010-0103, 010 01110101 and 010-0112* and issue a refund.

Motion carried by voice vote

Parcel 010-0105 (Armstrong)

- E. Skerke noted this is slightly different. This parcel is "classified" as undeveloped in our stormwater classification. It is AG and believes this is an error in applying the ordinance.
- G. Armstrong noted that the common themes is these parcels are in floodplain and actually enhance the stormwater management within the Town. The wetlands will slow down the flow of water before it gets to the Neenah slough. In his opinion, the property owners should be getting a credit for helping to slow down stormwater. They cannot develop their land. Additionally in the 1970's, the Town Board appropriated \$5,000 to clean out the Neenah Slough. There were earthmovers etc. to clean out the Neenah Slough north of CTH G to Woodenshoe Rd.

Motion: J. Weiss / D. Bluma to waive the stormwater management fees on the parcels *010-0105* and issue a refund.

Motion carried by voice vote

Parcel 010 0172, 010 0177, 010 017707, 010 017708 (Kiesau)

- E. Skerke noted this is a very similar situation. These three parcels are all owned by Ronald and Judith Buser. Their primary residence is not adjacent to these three parcels. They pay a \$100 stormwater management fee on the main residence.

Motion: D. Bluma / T. Wilde to waive the stormwater management fees on four parcels *010 0172, 010 0177, 010 017707, 010 017708* and issue a refund.

Motion carried by voice vote

- E. Skerke noted that in total Kiesau owns seven parcels, these four has an ERU added in 2024 and the appeal request is to waive the fees on these 4 parcels. She noted that two of the parcels are across CTH A, different parcels numbers and technically not "adjacent" to the primary residence, however only separated by the road.
- K. Kiesau noted that ownership is under different names, one is a trust another is an LLC, however the entities are owned by Ken and Sue.
- A. Schmidt noted that ownership does come into play through the audit and are considered different parcel owners on paper. Another example of the special circumstance that the SWUD Board can consider.

Motion: D. Bluma / T. Wilde to waive the stormwater management fees on the four parcels, *010 0172, 010 0177, 010 017707, 010 017708* and issue a refund.

Motion carried by voice vote

Parcel 010 0159 and 010 015902 (Wilms)

- Owned by the same individual, just under different names, a trust and an LLC.

Motion: T. Wilde / J. Weiss to waive the stormwater management fees on the four parcels *010 0159 and 010 015902* and issue a refund.

Motion carried by voice vote

Parcel 010-02110101, 02110102, 02110103 (Ogden)

- E. Skerke noted this is different from the other parcels. The three parcels were charged stormwater fees. During the audit, McMahon is using ariel photos to determine the impervious surface and using the formula in the ordinance in section (f) calculating the ERU's to charge to each of these three parcels. The audit brought to light that the property development likely changed since the ERU's were first assigned. Previously, each of the three parcels were charged \$6,060. The audit shows a change in each of the three parcels, two went up, one went down.
- Max Ogden stated, yes the areas changed, green space was removed, parking areas were added. The Ogden's donated the pond to the east to be combined with the larger Town pond. His concern is that they are getting credit for having an outlet for the water. All the water from these parcels drains into the pond. He further noted that the stormwater fee on these three parcels is more than the stormwater fees on other properties. In his opinion, it is clearly defined where the water runoff goes for these three parcels.
- B. Hamblin asked if the ordinance has language that provides a credit for onsite stormwater device. A. Schmidt responded "No".
- A. Schmidt noted there was not a credit before this pond was built.
- A. Schmidt noted that he can take a look at all of the Ogden parcels
- M. Ogden inquired why they are charged this stormwater fee when they have a location for the stormwater to run off.
- E. Skerke noted that when all the changes for additional parking, did not queue up the office to request a review of the ERU. Permits are not required for parking areas; thus the office would not have known that a change happened on the property. The audit is what recognized the change and prompted the recalculation of ERU's. Ordinance addresses impervious surface, does not account for ponds.
- M. Ogden would like a review for ongoing charges.
- If the pond were on the property, it might change the amount of impervious surface, which would change the result of the calculation, a pond would not give credit to the property owners.
- R. Schmeichel noted that the pond that was donated was leaking, and it should not be part of the equation.

Review Rockledge Stormwater Pond Bid Tabulation Sheet

- A. Schmidt reviewed the bid tabulation sheet for the Rockledge pond project.
 - 8 bids received
 - Lowest total bid = \$906,703.34 , Highest total bid = \$1,291,597.56
 - These totals include both bid items A and bid items B. Bid items A are the "guts" of the pond placing the spoils on the adjacent site. Bid items B are related to the fill and include stripping, spreading compacting the fill that comes from the pond. The bid package requested that these items be separated so the Board had this information available when discussing the project.
 - There is a wide spread of prices in this section. It is at each contractor's discretion to determine how they want to price out their bid.
- General discussion regarding the bids, and timeline for accepting one or rejecting all. A. Schmidt stated the bid package did include that the project would not start until September 2025 and finish in 2026. There is a possibility of holding the bids for a short period of time. Perhaps 60 days.
- Discussion regarding LRIP funding and when the sunset date is for Oakridge. E. Skerke did not have the information readily available, however it is several years out, beyond 2026 or 2027.
- Discussion about alternatives for stormwater management on Oakridge Road other than the pond; including connecting to the City storm sewer down Tullar Road, biofilters/sand filters, water quality manholes and a separate stormwater pond that manages just Town needs.
- Discussion of a separate stormwater pond to manage only Oakridge Road, likely not a viable option, the Town has no available location for the pond.
- Biofilters/ sand filters are the stormwater management devices that were used in the cost estimate for the LRIP application. Numerous bio filters are needed, there is regular maintenance and up keep required and some people do not like the aesthetics of biofilters.
- Water Quality manholes also have maintenance, less maintenance than biofilters, less physical presence on the side of the road. Water quality manholes are being used in the Larsen Road stormwater design.

Unfinished Business / New Business

Discussed the status of Larsen Road and the stormwater design for that construction project.

Future Agenda Topics and Meetings

Next Stormwater Utility District Meeting Thursday May 8, 2025 at 8:00 a.m. Additional 2025 Meeting Dates August 14, 2025, November 13 2025 at 8:00 a.m.

Adjourn

Motion: D. Bluma / T. Wilde to adjourn .

Motion carried. Meeting adjourned at 9:35 a.m.

Respectfully submitted,

Ellen Skerke
Administrator-Clerk-Treasurer

Approved: DRAFT – Pending Approval

TOWN OF NEENAH STORM WATER UTILITY DISTRICT MEETING

Thursday May 8, 2025

Municipal Building, 1600 Breezewood Lane

Present: Chairman Robert Schmeichel, Supervisor David Bluma, Supervisor Brooke Cardoza, Supervisor Tom Wilde.

Excused: Supervisor James Weiss

Also in Attendance: Andy Schmidt, Ben Hamblin, and Administrator-Clerk-Treasurer Ellen Skerke.

Also in Attendance via Zoom: None

R. Schmeichel called the meeting to order at 8:00 am.

Meeting Minutes

Approve Stormwater Utility District Meeting Minutes from February 20, 2025.

This item is adjourned until the next Stormwater Meeting

Discussion/Action***2025 Budget Status Report***

- E. Skerke reviewed the status of the 2025 Budget and spending to date. An error was discovered on the legal expenses line item, incorrectly charged to legal, should have been engineering. E. Skerke to revise and email the corrected version.

Rockledge Stormwater Pond

- A. Schmidt reviewed the bids received for the Rockledge pond construction. Bids were opened in February 2025, reviewed with the SWUD Board in February. It is time to decide on the project so contractors can be informed.
- Discussion regarding the base bid, and additional bid options. T. Wilde questioned why the contract would include compact and spread fill when the Ogden's have indicated they want the fill and will manage it. A. Schmidt responded the options were included to give the Board additional cost information for their consideration.
- B. Cardoza requested an update on the situation with Michels and a potential pond scenario.
- R. Schmeichel discussed a possible joint venture pond between Michels, Ogden and the Town. Stormwater runoff would be managed through the quarry.
- A. Schmidt discussed the DNR's involvement. A pond needs manage stormwater for perpetuity, would the quarry be available indefinitely? A. Schmidt doubts the DNR would allow this. There must be a maintenance agreement in place to ensure the "pit" is maintained to meet the runoff requirements. Michels would have to secure the permits through the DNR. Michels has additional requirements related to their business that is permitted through the DNR.
- Discussion regarding the Rockledge Pond bids, the next SWUD meeting is in August 2025, is it reasonable to postpone a decision until then?
- The bid process gave the Town additional information about costs so they could evaluate the project, there are too many unknowns and discussions needed before moving forward with a pond project.

Motion: D. Bluma / B. Cardoza to tell the contractors for the Rockledge Pond Bid that no bid will be awarded.

Motion carried by roll call vote: 4:0:0, D. Bluma Aye; B. Cardoza Aye; T. Wilde Aye; Schmeichel Aye; J. Weiss absent.

Unfinished Business / New Business

None

Future Agenda Topics and Meetings

Next Stormwater Utility District Meeting Thursday August 14, 2025 at 8:00 a.m.

Additional 2025 Meeting Dates November 13, 2025 at 8:00 a.m.

Adjourn

Motion: B. Cardoza / D. Bluma to adjourn .

Motion carried. Meeting adjourned at 9:07 a.m.

Respectfully submitted,



Ellen Skerke
Administrator-Clerk-Treasurer

Approved: DRAFT – Pending Approval

TOWN OF NEENAH STORM WATER UTILITY DISTRICT MEETING

Thursday August 14, 2025

Municipal Building, 1600 Breezewood Lane

Present: Chairman Robert Schmeichel, Supervisor David Bluma, Supervisor Brooke Cardoza, Supervisor James Weiss, Supervisor Tom Wilde.

Also in Attendance: Andy Schmidt, Ben Hamblin, Deputy Clerk-Treasurer Cyndi Pleshek and Administrator-Clerk-Treasurer Ellen Skerke.

Also in Attendance via Zoom: None

R. Schmeichel called the meeting to order at 8:00 am.

Meeting Minutes

Approve Stormwater Utility District Meeting Minutes from May 8, 2025.

This item is adjourned until the next Stormwater Meeting

Discussion/Action

Larsen Road Drainage, property owner concerns at 1289 Larsen Road.

- B. Hamblin reviewed the history of the drainage in this area, including past drainage concerns. He also reviewed the issues of concern related to the current Larsen Road construction project. including his recent site visit and recommendations:
- In the Spring of 2025, the property owner, R. Schmeichel, E. Skerke and B. Hamblin met to discuss the project. The plan for Larsen Road was modified to incorporate a berm along the property line at 1289 Larsen Road, beginning on the west end of the property line at 1289 Larsen Road and ending about 3 feet short of the western edge of the driveway, the intent of ending short of the driveway is to allow drainage from the property to the road ditch. This berm is included in the road design and is part of the existing contract.
- After the project was started, the property owner requested an on-site visit to discuss additional drainage concerns. B. Hamblin met with the property owners and discussed the following:
 - The property owners requested to extend the berm to the western edge of the driveway, rather than leaving the 3-foot gap. B. Hamblin recommends this action, there will be minimal increase in cost to include this.
 - The property owners requested a berm added on the east side of the driveway. B. Hamblin recommends installing a 1 foot berm on the east side of the driveway for approximately 100 feet. B. Hamblin does not have a cost for this extension.
 - The property owners requested a second driveway culvert added to the already designed 30 inch culvert. B. Hamblin stated the design is for a 30" culvert and he believes the design is adequate and is a substantial improvement to what was there prior to the road project. The new culvert is 30", it is larger than the previous culvert which was 24". The previous 24" culvert was partially collapsed on one end.
- Stormwater Utility District board had a general discussion regarding the project, drainage and these specific concerns.

Motion: B. Cardoza / D. Bluma to approve

- (1) extending the 1' berm on the western side of the driveway to the western edge of the driveway
- (2) Adding a 1' berm on the east side of the driveway, east for 100'.
- (3) Keeping the 30" driveway culvert as designed and included in the Larsen Road contract.

Motion carried by voice vote

- B. Hamblin discussed adding riprap to the bottom of the stormwater ditch. This would start west of Rocket Way where the storm sewer ends and run the length of the ditch. The contract currently calls for topsoil and e-mat in the ditch. We could encounter challenges in getting the grass to grow.

His recommendation is to install 4' wide riprap the length of the stormwater ditch which is approximately 2600 feet. The net cost of this is \$26,548 which includes a credit for the topsoil and e-mat which is currently in the contract. In his opinion, the riprap will be easier for maintenance and improve water flow.

Motion: D. Bluma / J. Weiss to approve net cost of \$26,548 for the change to rip rap along the stormwater ditch on Larsen Road.

Motion carried by voice vote

Rockledge Stormwater Pond

- A. Schmidt reviewed the history of the discussion regarding a potential stormwater pond near Rockledge Lane, including the discussion of the potential use of Michels Quarry as the stormwater pond. Based on further follow up and feedback from WI DNR, this plan is not an option.
 - The conversation for stormwater management for Oakridge Road is back to a potential regional stormwater pond, with some modifications. Micheals Quarry is in discussion with Ogden Development to potentially sell a portion of Michels property to Ogden's allowing the stormwater pond to be redesigned and repositioned. Designed as a rectangle shape instead of an "L" shaped pond and may require less land to accomplish the same stormwater requirements.
 - Discussion still needed regarding cost sharing for a stormwater pond.
- R. Schmeichel noted there is a meeting immediately following this stormwater meeting with the DNR and Michels to discuss Michels permits which could have an impact on the potential for a rectangular shaped pond.
- A. Schmidt noted that there are three potential ways to manage stormwater for Oakridge Road:
 - Bio filters
 - Water quality manholes
 - A regional stormwater pond. He also noted the options for the stormwater pond will depend on if the DNR approves the permit for Michel's project. If Michels plan is not permitted by the DNR, the "L" shaped pond would be the design, if the DNR issues the permit to Michel's, the pond could be redesigned to a rectangular shape.
- A. Schmidt noted that each of the options will have the stormwater flow to an outlet/ cross culvert on Tullar Road south of the Ogden property.
- T. Wilde noted that based on these unknowns and potential negotiations for a stormwater pond, the Oakridge Road project should be postponed until 2027 to allow time for these items to be resolved and a decision made on how stormwater will be managed for the Oakridge Road reconstruction. .

Unfinished Business / New Business

- A. Schmidt reminded the Board that the SWUD Planning grant ends this year, he will provide an update at the next SWUD Meeting.

Next SWUD Meeting: Thursday November 14, 2024 8:00 a.m.

Adjourn Open Session

Motion: D. Bluma / B. Cardoza to adjourn .

Motion carried. Meeting adjourned at 9:00 a.m.

Respectfully submitted,



Ellen Skerke
Administrator-Clerk-Treasurer

Approved: DRAFT – Pending Approval

TOWN OF NEENAH STORM WATER UTILITY DISTRICT MEETING

Friday, October 17, 2025

Municipal Building, 1600 Breezewood Lane

Present: Chairman Robert Schmeichel, Supervisor David Bluma, Supervisor Brooke Cardoza, Supervisor James Weiss, Supervisor Tom Wilde.

Also in Attendance: Andy Schmidt, Ben Hamblin, Stormwater Superintendent Glenn Armstrong
Administrator-Clerk-Treasurer Ellen Skerke.

Also in Attendance via Zoom: None

R. Schmeichel called the meeting to order at 8:00 am.

Meeting Minutes

Approve Stormwater Utility District Meeting Minutes from August 14, 2025.

This item is adjourned until the next Stormwater Meeting

Discussion/Action

Discussion and possible action regarding Oakridge Road Reconstruction project and options for managing stormwater for the project.

- B. Hamblin and A. Schmidt, McMahon and Associates provided a brief review of the past discussion regarding Oakridge Road stormwater management
 - Original road construction and the applications for funding planned on managing the stormwater as part of the road project, biofilters were included in the costs for the application purposes
 - A discussion began to consider a joint stormwater pond shared with Ogden Development, the analysis showed that the pond would be 4 acres in size and usage was about 48% Town of Neenah purposes, 53% Ogden Development purposes.
 - More recently, the conversation included Michels Quarry, where Michels would sell a portion of land to the Ogden's to incorporate the stormwater pond
 - Town of Neenah put the project out for bid in the early part of 2025 to get better prices estimates for the project. Bids came in around \$900,000. After adding engineering services, the estimate is that \$100,000 would be Ogden Development on city side, the remainder would be split 50/50, about \$500,000 each. No bid was accepted.
- General Discussion:
- The Oakridge Road design submitted for the LRIP funding priced stormwater management with biofilters.
- A. Schmidt discussed the option for water quality manholes (WQM), similar to how Larsen Road stormwater is managed. Larsen Road has 7 WQM at a cost of \$15,000. Oakridge Road will require 10 – 15 WQM's, total cost between \$150,000 and \$250,000.
- WQM is a better fit financially.
- Town requirements for Oakridge Road are considered a redevelopment and needs to meet a 40% reduction total suspended solids compared to new development (Ogden's portion) has a threshold of 80% reduction.
- Based on previous stormwater meetings, biofilters are no longer an option the Board wants to consider, too much maintenance, difficulty to keep up and not very attractive.
- WQMs are a fixed concrete structure, will look just like Larsen Road, a 2' x 3' curb grate.
- WQM Maintenance is one-time every year or two, sediment will accumulate and when it gets high enough you need to have it vacuumed out.
- A rough estimate of annual maintenance cost for both Larsen Road and Oakridge Road is \$4,400 total.
- G. Armstrong discussed cost sharing for the Oakridge Road project with the City of Neenah; where does the road project end, where is the City jurisdiction, considering the spirit of the Boundary agreement, the City should have annexed the whole road when the Ogden property annexed. General discussion of the jurisdiction of Oakridge Road east of the proposed Tullar road roundabout.
- General Discussion regarding the change in plans for a pond and how to approach.
 - 1) Initial plan was for the Town to manage stormwater on their own as part of the road project.

- 2) The Town's cost for water quality manholes is approximately \$250,000, the Town could offer to continue to work on a joint stormwater pond, however the Town will contribute up to 50% of the cost for a pond, maximum amount of \$250,000.
- By general consensus, the SWUD Board agreed that water quality manholes will be used for Oakridge Road. R. Schmeichel to have a discussion with Ogden's.
 - Follow-up discussion with City of Neenah is needed to discuss where the road project ends, how to tie in to the City portion, how to complete trail, stormwater as well as sewer and water for the two Ogden properties.

Unfinished Business / New Business

- A. Schmidt noted that at the next meeting, we will discuss the Planning Grant and the intergovernmental agreement between the Town and the County for authority for stormwater ponds.

Future Agenda Topics and Meetings

Next Stormwater Utility District Meeting Thursday November 13, 2025 at 8:00 a.m.

Adjourn Open Session

Motion: D. Bluma / J. Weiss to adjourn .

Motion carried. Meeting adjourned at 11:20 a.m.

Respectfully submitted,
Ellen Skerke
Administrator-Clerk-Treasurer

Approved: DRAFT – Pending Approval

RESOLUTION # 2025-28

TOWN OF NEENAH Winnebago County

2026 Storm Water Utility District Rate Charge

WHEREAS, the Storm Water Utility District was formed by ordinance on December 8, 2008 for the purpose of operating and maintaining the Town storm water management system and financing necessary repairs, replacements, improvements and extensions thereof. The cost of such activities thereof shall be allocated in relationship to the benefits enjoyed and services received there from.

WHEREAS, the Storm Water Utility District Board recommends an annual rate charge of \$100 (one hundred dollars) per ERU for the calendar year 2026.

WHEREAS, the Storm Water Utility District charge shall be applied to real estate property tax bills and shall be paid in accordance with terms stated thereon.

THEREFORE, BE IT RESOLVED, that The Board of Supervisors of the Town of Neenah, Winnebago County, Wisconsin approves the annual rate charge of \$100 (one hundred dollars) per ERU for the calendar year 2026, upon each lot and parcel within the Town of Neenah for services and facilities required by the Storm Water Utility District.

ADOPTED by the Town of Neenah Stormwater Utility District Board at its meeting on the 13th day of November 2025;

I hereby certify that the foregoing resolution was duly adopted by the Town of Neenah at a legal meeting on the 13th day of November, 2025.

Authorized:

Robert E. Schmeichel
Town of Neenah Chairman

Attest:

Ellen Skerke
Town of Neenah Administrator- Clerk-Treasurer



Midwest Contract
Operations, Inc.

AGREEMENT

For Professional Services

Town of Neenah Storm Water Utility District
1600 Breezewood Lane
Neenah, WI 54956

Date: November 3, 2025

MCO. No. _____

PROJECT DESCRIPTION: Perform utility locates for the Town of Neenah Storm Water Utility District from 1/1/26 through 12/31/26

SCOPE OF SERVICES: Perform locates for related storm water assets per Digger's Hotline requests. Locates will be performed based upon the asset information provided within the District's GIS program.

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

Town of Neenah Storm Water Utility District (Owner) agrees that the Project Approach, 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 Midwest Contract Operations, Inc.

COMPENSATION (Does Not Include Permit Or Approval Fees)

- ☐ Rates Per Attached Fee Schedule
- ☒ Lump Sum: \$1,060 Annually /
Single annual
payment
- ☐ Other: _____

COMPLETION SCHEDULE: Starting 1/1/26 and continuing through 12/31/26

ACCEPTANCE:

The General Terms & Conditions and The Scope Of Services (Defined In The Above Agreement) Are Accepted, and MIDWEST CONTRACT OPERATIONS, INC. Is Hereby Authorized to Proceed with The Services.

- ☐ This Agreement Confirms Our Written Proposal, Dated: _____
- ☐ This Agreement Confirms Our Verbal Estimate Given On: _____

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

OWNER:

By: _____

Title: _____

Date: _____

MIDWEST CONTRACT OPERATIONS, INC.

By: Rob Franck
Rob Franck

Title: Vice President

Date: November 3, 2025

Project Manager: Rob Franck

Please Return One Copy for Our Records
P.O. BOX 50, Little Chute, WI 54140
(920)751-4299 / (920)751-4767 – FAX



Midwest Contract Operations, Inc.

MIDWEST CONTRACT OPERATIONS, INC. GENERAL TERMS & CONDITIONS

1. Midwest Contract Operations (MCO) will bill the Owner monthly with net payment due in thirty (30) days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, MCO may, after giving forty-eight (48) hours notice, suspend service under any agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. Owner shall be liable to reimburse MCO for all expenses and costs reasonably incurred to collect, or attempt to collect, any past due amounts, including but not limited to collection agency fees and actual reasonable attorney fees.
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. As the project progresses, facts uncovered may reveal a change in direction, which may alter the scope. MCO will promptly inform the Owner in writing of such situations so that changes in this agreement can be negotiated as required.
3. In the event the client or MCO makes a claim or brings an action against the other for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the defendant in defense of such claim or action. Additionally, Owner agrees to make no such claim against MCO for punitive, incidental, or consequential damages, including but not limited to any claim for damage to property, loss of use, loss of time, lost profits or revenue, lost business or opportunity, and in no event shall MCO be liable for any such damage.
4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above which results in additional costs beyond those outlined may require re-negotiation of this agreement.
5. Reimbursable expenses incurred by MCO 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%.
6. The proposal fee is firm for acceptance within sixty (60) days from the date of the proposal.
7. MCO will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury	- Property Damage Per Incident
	- Annual Aggregate
	\$1,000,000
	\$2,000,000
Automobile Liability	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Umbrella / Excess Liability	\$6,000,000

If the Owner requires coverage's or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner.

8. When MCO, 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.
9. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project. All unresolved claims, disputes and other matters in question between the Owner and MCO shall be submitted to mediation prior to the initiation of any litigation.
10. This Agreement shall be governed by the laws of the State of Wisconsin. Legal proceedings to enforce this Agreement, or pertaining to any claim arising from or related to this Agreement, including any claim commenced by Owner, shall be venue in the Circuit Court of Outagamie County, Wisconsin; and Owner hereby waives any objection to such jurisdiction and venue. MCO shall be entitled to recover all of its expenses in enforcing this Agreement, including but not limited to actual, reasonable attorney fees. Owner waives any right to a jury trial.
11. Termination of this agreement by the Owner or MCO shall be effective upon seven (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 MCO and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, MCO may, upon seven (7) days written notice suspend its services without further obligation or liability to the Owner unless, within such seven (7) day period the Owner remedies such violation to the reasonable satisfaction of MCO.
12. MCO will provide all services in accordance with generally accepted business practices, and MCO will not provide or offer to provide services inconsistent with or contrary to such practices. MCO does not make any warranty or guarantee, expressed or implied, and hereby disclaims any and all implied warranties.
13. MCO will not make any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MCO 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.
14. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to MCO'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 MCO shall indicate the purchase order number on the invoices sent to the Owner.
15. The Owner agrees to hold harmless and indemnify MCO from any and all claims, damages and/or liability (including attorney fees and legal costs) when MCO is contract agent of the Owner to prepare safety manuals and/or safety programs and/or conduct safety training. This condition shall apply to all third party claims for property damage and/or personal injury arising from the use of or participation in manuals, safety programs and/or safety training.

**STORM WATER INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF NEENAH AND WINNEBAGO COUNTY**

Whereas, the Town of Neenah ("Town") and Winnebago County ("County") both recognize the negative impacts that storm water runoff from urban lands can have on local water resources and are both subject to WPDES Municipal Separate Storm Sewer (MS4) Discharge General Permit WI-S050075-3 under Chapter NR 216 Wisconsin Administrative Code ("Municipal Permit"); and

Whereas, as conditions of the Municipal Permit, communities are required to conduct a stormwater information and education program, a public involvement and participation program, illicit discharge, and enforce construction site erosion control and storm water management ordinances, and other requirements that comply with NR 216; and

Whereas, the WI Department of Natural Resources has determined Chapter 23, Article 15 of the Winnebago County Code of Ordinances, entitled *Town/County Zoning, Erosion Control and Stormwater* ("County Ordinance") complies with the above noted Municipal Permit requirement related to ordinance enforcement within the jurisdictional boundaries of the Town; and

Whereas, a written agreement for the Town and the County to jointly coordinate erosion control and stormwater management ordinance enforcement activities can be a cost-effective way to satisfy these Municipal Permit requirements for both units of government;

Now, therefore, in consideration of these premises, the Town and the County under the authority of subsection 66.0301 Wis. Stats. hereby agree to cooperate on the implementation of the County erosion control and stormwater management ordinances within the Town in accordance with the following:

- a) **SERVICES, FEES, CONTACTS AND REPORTS.** For the remainder of this agreement, the term "County" shall mean the Winnebago County Planning & Zoning Department. A listing of the Town of Neenah's MS4 permit activities required and the associated responsible entity is shown in Exhibit A.
 1. **County Ordinance Enforcement.** By administering and enforcing the County Ordinance, the County shall be responsible for meeting the Municipal Permit conditions for the Town entitled "Construction Site Pollutant Control" (MS4 section 2.4) and "Post Construction Storm Water Management" (MS4 section 2.5). The procedures outlined in section (b) below shall apply to this process.
 2. **Other MS4 Program Implementation.** It is understood that the County and the Town must implement their own public education and outreach program, public involvement and participation program, illicit discharge, municipal pollution prevention, stormwater quality management, storm sewer system map, annual report and cooperation programs. These tasks will be completed by the County and Town separately.
 3. **Final Construction Review.** It is understood that upon final construction review approval, the County will turn over long-term monitoring and maintenance authority according to the plat notes and/or the executed operation & maintenance agreement to the Town of Neenah. The final construction review shall be completed jointly between the parties so that the Town of Neenah has the opportunity to understand final construction conditions.

**STORM WATER INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF NEENAH AND WINNEBAGO COUNTY**

DRAFT

4. Fees.

A. County Ordinance. The County will charge no fees to the Town for services performed to administer Storm Water Permits under the County Ordinance. The County will establish, retain and modify fees for permit applicants as necessary to support County costs for administering the County Ordinance. The Town is responsible for annual municipal permit fees to the state under NR 216.08.

5. **Responsible Contacts.** Upon execution of this agreement, the County and the Town each shall designate in writing a primary contact person to be responsible for carrying out the activities for the Town of Neenah as described in Exhibit A.

6. **Reporting.** By March 1 of each year, the County shall provide the Town with a report of activities under sections 1 above that were carried out by the County during the previous calendar year, as needed to comply with the Municipal Permit. Additionally, annually at a minimum, the County shall provide the Town with digital (pdf) copies of the approved final Stormwater Management Plan Report, Project Plans and Operation and Maintenance Agreement. The Town shall be responsible for tracking their own activities and submitting all required reports to the Wisconsin Department of Natural Resources.

b) MISCELLANEOUS PROVISIONS

1. **Effective Date.** Pursuant to Wis. Stat. §§ 59.693(9) and 60.627(8), this Agreement may be established by the ordinances of both municipal entities and shall become effective thereon. This Agreement shall remain in effect through the next term of the Municipal Permit or until otherwise terminated by either party under sub. 3. below. Upon renewal, extension or re-issuance of the Municipal Permit, this agreement will automatically be extended and renewed for the period of the permit, unless otherwise agreed by the parties or terminated under sub. 3. below.

2. **Review and Amendments.** The terms of this Agreement shall be reviewed annually and may be modified if approved in writing by both parties and duly executed by the authorized representative. The County shall notify the DNR of any proposed amendments to determine if they would have any effect on compliance with the Municipal Permit.

3. **Termination.** The County or the Town may terminate this Agreement at any time upon a 60-day written notice of intent. The Town is responsible for notifying the DNR of any termination of this agreement and for subsequent compliance with DNR permit requirements.

4. **Effect of Agreement.** The only terms and conditions of the Municipal Permit affected by this agreement shall be those specifically stated in this agreement. The Town and the County acknowledge that each is responsible for complying with all other terms and conditions of the Municipal Permit that apply to their jurisdiction. This Agreement

**STORM WATER INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF NEENAH AND WINNEBAGO COUNTY**

DRAFT

contains the entire agreement of the parties. The County and the Town recognize that this Agreement is the product of a unique set of circumstances. Accordingly, it is mutually acknowledged that many of the provisions contained herein are unique unto themselves and should not be seen as precedent for any future agreement between the County and other entities.

5. **Severability.** If any clause, provision or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions of this Agreement.
6. **Binding Agreement.** This Agreement is binding upon the parties hereto and their respective successors and assigns.

Town of Neenah:

(Printed Name & Signature)

(Title)

(Date)

Winnebago County:

(Printed Name & Signature)

(Title)

(Date)

MS4 Permit Activity	Responsible Party		
WPDES Permit Section 2.1 - Public Education & Outreach	Town	County	Both
1: Detection and elimination of illicit discharges and water quality impacts associated with such discharges from municipal separate storm sewer systems.	X		
2: Management of materials that may cause stormwater pollution from automobiles, pet waste, household hazardous waste and household practices.	X		
3: Beneficial onsite reuse of leaves / grass clippings and proper use of fertilizers and pesticides.	X		
4: Management of streambanks and shorelines by riparian landowners to minimize erosion and restore and enhance the ecological value of waterways.	X		
5: Infiltration of residential stormwater runoff from rooftop downspouts, driveways and sidewalks.	X		
6: Inform and educate those responsible for design, installation, and maintenance of construction site erosion controls and stormwater management facilities on how to design, install and maintain.	X		
7: Identify businesses and activities that may pose a stormwater contamination concern, and where appropriate, educate specific audiences on methods of stormwater pollution prevention	X		
8: Promote environmentally sensitive land development designs by developers and designers (e.g. low impact development, conservation design, etc.).	X		

WPDES Permit Section 2.2 - Public Involvement & Participation	Town	County	Both
1: Stormwater Management Plan and/or Updates.	X		
2: Stormwater Related Ordinance and/or Updates.	X		
3: MS4 Annual Report.	X		
4: Volunteer Opportunities.	X		

WPDES Permit Section 2.3 - Illicit Discharge Detection & Elimination	Town	County	Both
1: Conduct on-going field screening of MS4 outfalls.	X		
2: Enforce the illicit discharge ordinance & remove illicit discharges from the MS4.	X		

WPDES Permit Section 2.4 - Construction Site Pollutant Control	Town	County	Both
1: Review permit applications and erosion control plans. Provide: <ul style="list-style-type: none"> Number of total active construction sites (> 1 acre) during reporting year. Number of constructions sites (> 1 acre) issued a permit during reporting year. 		X	
2: Conduct municipal construction site erosion control inspections. Provide: Number of construction site inspections performed by the Town during reporting year.		X	
3: Enforce the construction site erosion control ordinance. Provide: <ul style="list-style-type: none"> Number of sites with no enforcement authority. Number of verbal Warning Notices issued. Number of written Warning Notices issued, including emails. Number of Notices of Violation issued. Number of Stop Work Orders issued. Number of Civil Penalties / Citations issued. Number of Forfeitures of Deposit (cash escrow, bond, letter of credit, etc.). 		X	

MS4 Permit Activity	Responsible Party		
WPDES Permit Section 2.5 - Post-Construction Stormwater Management	Town	County	Both
1: Review permit applications, stormwater management plans, and maintenance agreements. Provide: <ul style="list-style-type: none"> Number of sites that received approval for a new structural stormwater management facility. 		X	
2: Track long-term maintenance of stormwater management facilities. Provide: <ul style="list-style-type: none"> Number of privately owned stormwater management facilities inspected in reporting year. 	X		
3: Enforce the post-construction stormwater management ordinance. Provide: <ul style="list-style-type: none"> Number of sites with no enforcement authority. Number of verbal Warning Notices issued. Number of written Warning Notices issued, including emails. Number of Notices of Violation issued. Number of Civil Penalties / Citations issued. Number of Forfeitures of Deposit (cash escrow, bond, letter of credit, etc.). Number of sites with completed stormwater facility maintenance during reporting year. Number of sites that Town performed maintenance and billed the responsible party. 		X	
4: Provide Final Site Stormwater Management Plans, Project Plans or Record Drawings and Operation & Maintenance Agreement in PDF format.		X	
5: Final review upon construction completion for the County to begin long term monitoring by the Town.			X
6: If a more restrictive stormwater management ordinance for increased pollutant reduction requirements, review stormwater management plans under this more restrictive ordinance.		X	

WPDES Permit Section 2.6 - Municipal Pollution Prevention	Town	County	Both
1: Conduct routine inspections & maintenance of municipally owned stormwater facilities.	X		
2: Prepare a Stormwater Pollution Prevention Plan (SWPPP) for municipal garages and yards.	X		
3: Conduct routine street sweeping where appropriate. Properly dispose of waste.	X		
4: Conduct routine catch basin cleaning where appropriate. Properly dispose of waste.	X		
5: Properly manage leaves where appropriate.	X		
6: Apply road salt and other products only as necessary to maintain public safety during winter.	X		
7: Conduct nutrient management planning for municipally controlled properties.	X		
7: Educate municipal employees about stormwater pollution prevention.	X		

WPDES Permit Section 2.7 - Stormwater Quality Management	Town	County	Both
1: Implement the municipal stormwater quality management program.	X		

WPDES Permit Section 2.8 - Storm Sewer System Map	Town	County	Both
1: Maintain the municipal MS4 storm sewer system map.	X		

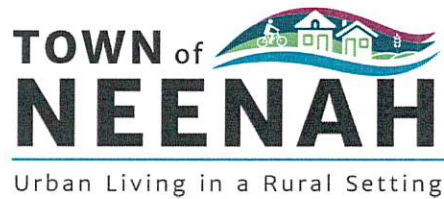
WPDES Permit Section 2.9 - Annual Report	Town	County	Both
1: Submit a municipal annual MS4 Annual Report.	X		

WPDES Permit Section 2.10 - Cooperation	Town	County	Both
1: If any conditions of the MS4 municipal permit are provided by another entity, maintain an agreement between the parties.			X

CONNECTION / IMPACT FEE REPORT

TOWN OF NEENAH PONDS

FOR THE



TOWN OF NEENAH
WINNEBAGO COUNTY, WISCONSIN

OCTOBER 7, 2025

McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
McM. No. N0003-09-24-00151 /AWS:



CONNECTION / IMPACT FEE REPORT

TABLE OF CONTENTS

- I. INTRODUCTION
- II. METHODOLOGY
- III. RESULTS
- IV. SUMMARY

APPENDICES

- Appendix A Pond Watershed Maps
- Appendix B Connection / Impact Fee Calculations

CONNECTION / IMPACT FEE REPORT



TOWN OF NEENAH PONDS

TOWN OF NEENAH
WINNEBAGO COUNTY, WISCONSIN

OCTOBER 7, 2025
McM. No. N0003-09-24-00151



I. INTRODUCTION

The Town of Neenah constructed ponds to improve stormwater quality and assist with Municipal (MS4) Stormwater Permit compliance. The purpose of this report is to calculate an appropriate connection or impact fee for the ponds constructed by the Town of Neenah which includes:

- Conservancy Park Pond, constructed in 2010.
- CTH O Pond, constructed in 2021.

Connection or impact fees are typically established as one-time charges to a developer (development or redevelopment site), property owner, or other MS4 permitted entity that desires to use a Town constructed pond to satisfy one or more stormwater management requirements. The connection or impact fee also provides the Town with a method to recover a part of a project's capital cost.

II. METHODOLOGY

For purposes of this report, the impervious area method was used to calculate the connection / impact fee for each pond.

The impervious area method calculates the impact fee by dividing the total project cost by the total impervious area within a pond's contributing watershed based on the future land use condition. The total impervious area is calculated by multiplying the area of each land use within the contributing watershed by its average percent imperviousness. The average percent imperviousness for each land use is based on the standard land use files developed by the WDNR. An engineer may be required to perform the impervious area calculations.

III. RESULTS

The contributing watersheds for the ponds are shown on watershed figures taken from the corresponding pond's stormwater management plan which are provided in Appendix A. The results of the connection / impact fee calculations for the ponds can be found in Appendix B. The calculations provide more detailed information including total project cost, impervious area and watershed area.

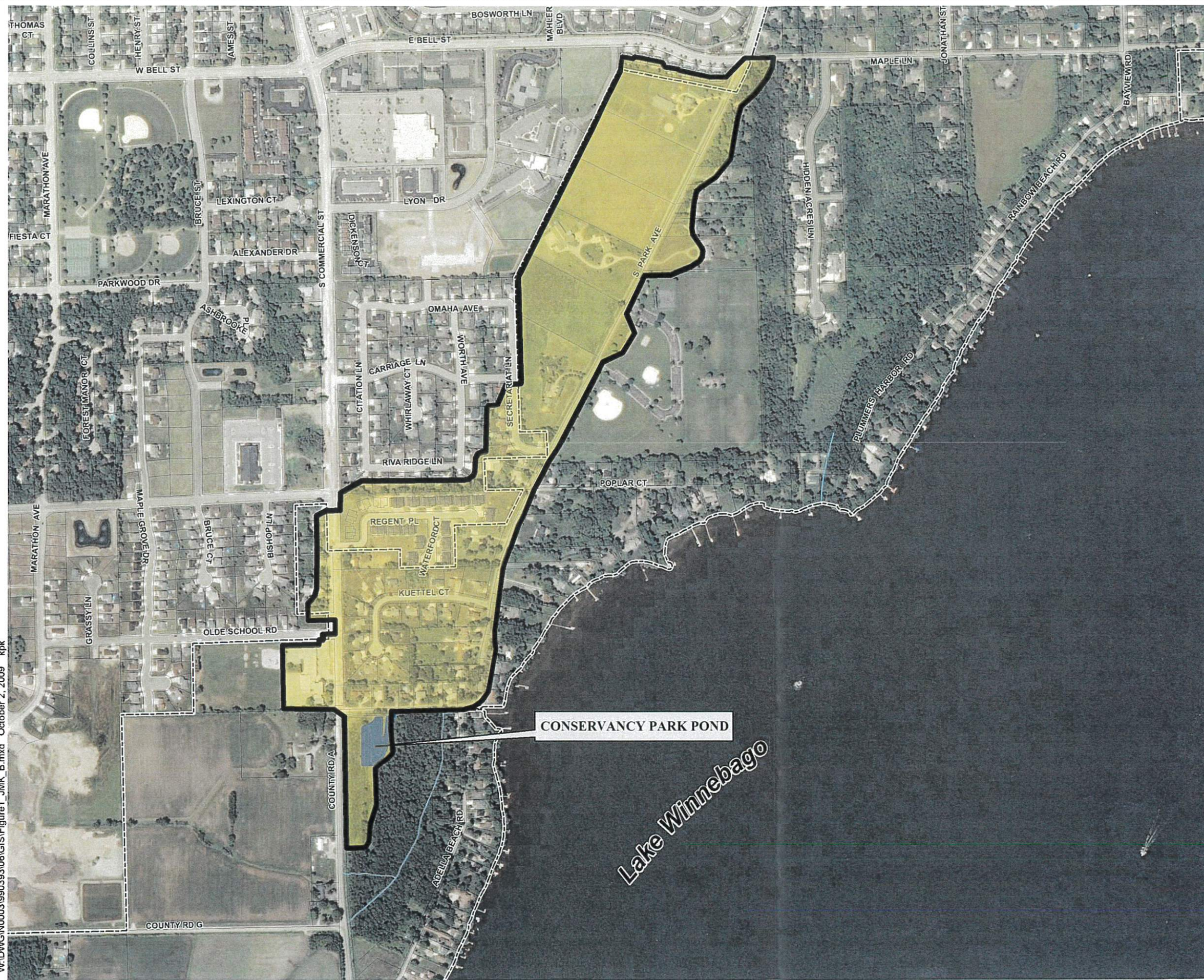
IV. SUMMARY

In summary, connection or impact fees are typically established as one-time charges to a developer (development or redevelopment site), property owner, or other MS4 permitted entity that desires to use Town constructed ponds to satisfy one or more stormwater management requirements. The connection / impact fees calculated in this report could be used by the Town to recover some of the initial capital cost for the associated pond project.







APPENDIX A

POND WATERSHED MAPS

W:\DWG\N0003\990393\06\GIS\Figure1_JMK_B.mxd October 2, 2009 kpk



TOWN of
NEENAH
Urban Living in a Rural Setting

-  Study/Watershed Boundary
- Other Mapped Features**
-  Municipal Boundary
-  Parcel Line
-  Pond Location
-  Location of Interest
-  Outfall

Source: Winnebago County, 2005, NAIP, 2008

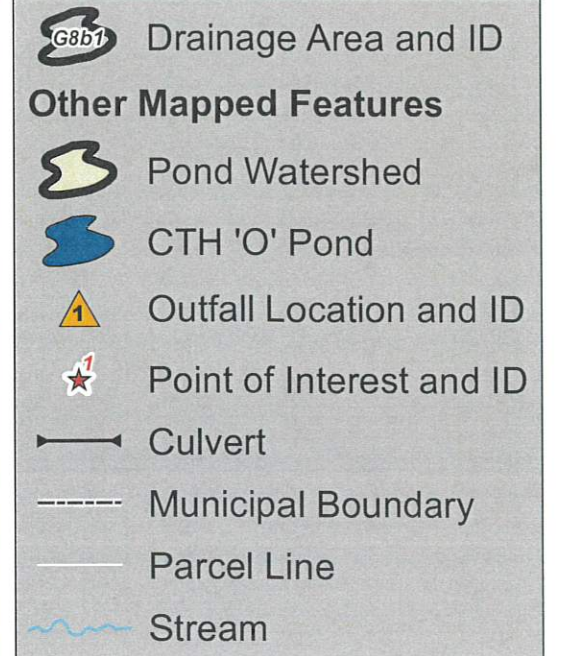
Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMahon Associates does not guarantee this information to be correct, 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.

McMAHON
ENGINEERS ARCHITECTS

NORTH

0 600 1,200 Feet

FIGURE 1
STUDY AND DRAINAGE AREAS
CONSERVANCY PARK POND
STORM WATER MANAGEMENT PLAN
TOWN OF NEENAH
WINNEBAGO COUNTY, WISCONSIN



Source: Winnebago County, 2015-17.

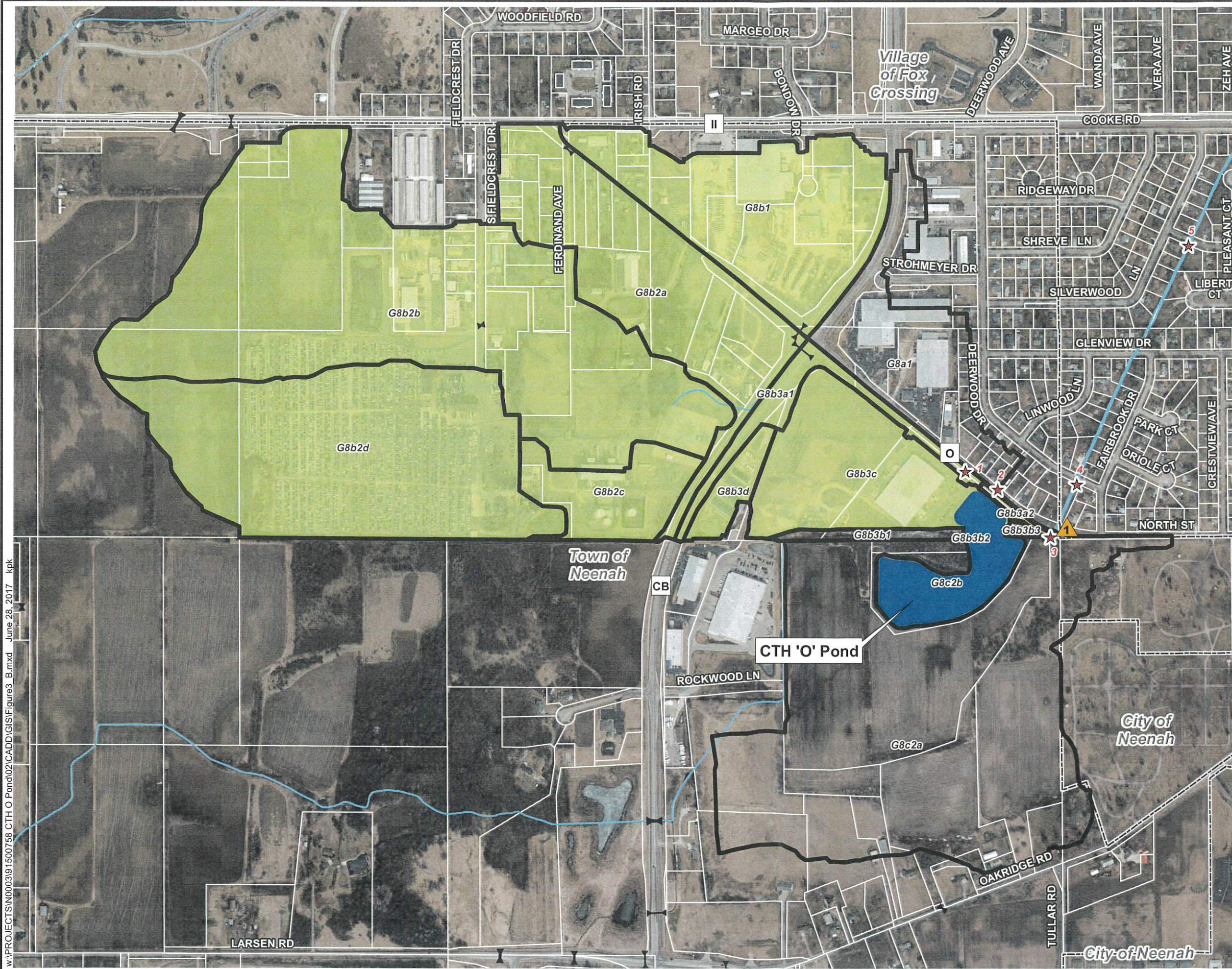
Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMAHON ASSOCIATES, INC. does not guarantee this information to be correct, 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.



0 600 1,200
Feet

McMAHON
ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.

FIGURE 3
POST-DEVELOPMENT
DRAINAGE AREAS
CTH 'O' POND STORMWATER
MANAGEMENT PLAN
TOWN OF NEENAH
WINNEBAGO COUNTY, WISCONSIN



APPENDIX B

CONNECTION / IMPACT FEE CALCULATIONS

Conservancy Park Pond "Buy In" Cost

Watershed Area: 84.90 acres
Maximum Impervious Surfaces in Watershed: 20.67 acres
Conservancy Park Pond Project Cost: \$285,341

Buy In Costs:

Impervious Area Method: **\$13,802** per acre of imperviousness

- Notes:
1. The Pond Buy In Cost Rate is to be used for Development Site Post-Construction Stormwater Management requirements.
 2. The Pond Buy In Cost is calculated by using the 'Buy in Cost' Parameter for the Development and multiply by the Buy In Cost Rate per acre.
 3. The Pond Watershed Map, from the Conservancy Park Pond Stormwater Management Plan is attached.

CTH O Pond "Buy In" Cost

Watershed Area: 267.67 acres
Maximum Impervious Surfaces in Watershed: 187.40 acres
CTH O Pond Project Cost: \$1,150,903

Impervious Area Method: **\$6,141** per acre of imperviousness

- Notes:
1. The Pond Buy In Cost Rate is to be used for Development Site Post-Construction Stormwater Management requirements.
 2. The Pond Buy In Cost is calculated by using the 'Buy in Cost' Parameter for the Development and multiply by the Buy In Cost Rate per acre.
 3. The Pond Watershed Map, from the CTH O Pond Stormwater Management Plan is attached.

Cost Method Considerations

Impervious Area Method

- * Method does not consider runoff volume, soil types, or poorly drained soils
- * Concept is identical to the ERU method that is used for the Village's Stormwater Utility
- * Fewer calculations are needed, easier for Village Staff to manage

CHAPTER 6: Development Ordinance of the Town of Neenah**6.54 SURFACE WATER DRAINAGE**

Purpose. The intent of this section is to protect property and structures from damage caused by increased surface water runoff due to commercial, industrial, and residential development of the land. ~~Surface water runoff after development shall not exceed the peak rate/volume of flow at predevelopment conditions. The twenty five (25) year storm frequency for Winnebago County shall be the basis to determine preconstruction surface water runoff and the fifty (50) year storm frequency shall be used to determine post construction surface water runoff.~~ Chapter 23, Article 15, of the Winnebago County General Code, as may be amended from time to time, is adopted by reference for the Town of Neenah. All references in Chapter 23, Article 15 of the Winnebago County General Code shall refer to the Town of Neenah.

Exceptions; additional Town Requirements: all of the requirements in Chapter 23, Article 15 of the Winnebago County General Code shall apply except that the water quality reduction for properties which discharge to Lake Winnebago shall provide 85% Total Phosphorus reductions as compared to no controls for the site. This is in accordance with the Upper Fox & Wolf River Total Maximum Daily Load (TMDL) established by Wisconsin Department of Natural Resources (WDNR) All lands which discharge to other sub-watersheds including Neenah Slough and the Lower Fox River do not require the increased total phosphorus reduction requirement.

A drainage plan shall include, but not be limited to, the following:

- (1) Be based upon the fifty (50) year return period storm for Winnebago County.
- (2) Include soil types, infiltration characteristics of the soil, amount of available detention area, type of vegetative cover, amount of impervious cover, and time response to runoff.
- (3) Be compatible with County and Town natural drainageways and easements.
- (4) Identify bridges; regional drainage patterns; water boundaries; pipes, culverts, catch basins, waterways, ditches, and detention and retention basins; and indicate the respective sizes, dimensions, and grades of each.
- (5) All drainageways and associated structures shall lie within maintenance easements and be so indicated on final plats.
- (6) Direction of the surface water flow by arrows.
- (7) Designed in accordance with the United States Department of Agriculture Technical Release No. 55 Urban Hydrology for Small Watersheds and County, City, Village, or Town standards, whichever is most restrictive.
- (8) Calculations showing pre- and post-construction surface water runoff.
- (9) A statement as to how runoff resulting from construction will affect downstream areas and adjacent property owners.

- (10) Indicate methods that will be used to protect downstream areas and adjacent property owners from damage caused by increased surface water runoff.
- (11) A covenant shall be recorded with the final plat in the Winnebago County Register of Deeds Office. The covenant shall state:
 - (a) “Maintenance of all drainageways and associated structures within the subdivision are the sole responsibility of the individual property owners of the subdivision”, unless otherwise noted on the plan or required by the Town.
 - (b) Upon failure of the property owner to maintain the drainageways and associated structures on his property, the County and/or Town retains the right to perform maintenance and/or repairs, and the costs shall be assessed to the individual property owner in question.
- (12) If the site discharges to Lake Winnebago, the site shall be submitted to Winnebago County for review. A copy of the Winnebago County submittal shall be provided to the Town of Neenah for additional review to ensure the total phosphorus requirement is met.