State of Wisconsin
Department of Natural Resources

dnr.wi.gov

Final Report

Targeted Runoff Management Grant Program and Urban Nonpoint Source and Storm Water Management Grant Program

Form 3400-189 (R 11/05)

Notice: This final report is authorized by ss. 281.65 and 281.66, Wis. Stats., and chs. NR 153 and NR 155, Wis. Adm. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Instructions: The grant agreement requires grantees to submit a Final Report 60 days after the end date listed in the grant agreement. This Final Report form must be used in conjunction with the "FINAL REPORT INSTRUCTIONS." The instructions detail how to complete and submit the report to DNR.

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1. Grant Type

- ☐ Agricultural - Targeted Runoff Management Grant
- ☐ Urban - Targeted Runoff Management Grant
- ☐ Construction - Urban Nonpoint Source & Storm Water Management Grant
- ☒ Planning - Urban Nonpoint Source & Storm Water Management Grant

2. Grantee & Project Information

Project Name	Grant Number
Prairie Du Chien Storm Water Management Ordinances & Utility	**USP-BL01-12271-06**
Governmental Unit Name	Governmental Unit Type (city, village, town, etc.)
City of Prairie du Chien	**City**
Watershed Name	Watershed Code
Rush Creek	**BL01**
DNR Water Management Unit (River System) Name	Water Body Identification Code (WBIC) (if applicable)
Bad Ax - La Crosse	**BL**

s. 303(d) Waterbody? ☒ Yes ☐ No

What pollutant(s) were addressed by the project?

For <u>each</u> project site location provide the following: (attach additional sheets if necessary)

Location:		A	B	C	D	E
Minor Civil Division Name						
PLSS	Town	6N	6N	7N	7N	
	Range	6W	7W	6W	7W	
	Section	5,6,7,8	1	18,19,30,31,32	13.24.25.26	
	Quarter	all	all	all	all	
	Quarter-Quarter					
Latitude						
Longitude						
Property Owner(s)	Name					
	Mailing address					
Site address *(if different than mailing address)*						

3. Summary of Results

A. Performance Standards and Prohibitions and Other Water Resources Management Priorities

For grants issued in calendar year 2006 or later, complete Tables A and B (following) consistent with the entries on your grant application. For grants issued prior to calendar year 2006, complete Tables A and B, *to the best of your knowledge*, consistent with the entries on your grant application.

Table A. Performance Standards and Prohibitions (per ch. NR 151, Wis. Adm. Code, effective October 1, 2002)

Performance Standard or Prohibition	Units of Measure	Quantity	Measurement Method Used
Sheet, rill and wind erosion	Acres meeting T		
Manure Storage Facilities: New Construction/Alterations	Number of facilities		
	Number of animal units		
Manure Storage Facilities: Closure	Number of facilities		
Manure Storage Facilities: Failing/Leaking Facilities	Number of facilities		
	Number of animal units		
Clean Water Diversions in WQMA	Pollutant load reduction		
	Number of farms with diversions		
	Number animal units		
Nutrient Management on Agricultural Land	Acres planned		
Prohibition: Manure Storage Overflow	Number of facilities		
	Number of animal units		
Prohibition: Unconfined Manure Pile in WQMA	Number of farms		
Prohibition: Direct Runoff From Feedlot/Stored Manure	Pollutant load reduction		
	Number of facilities		
	Number of animal units		
Prohibition: Unlimited Livestock Access	Feet of bank protected		
	Number of farms		
Urban: 20-40% Reduction in Total Suspended Solids (TSS)	Pounds TSS reduced		
	% TSS reduction		

Table B. Other Water Resources Management Priorities

I. Agricultural Areas	Units of Measure	Quantity	Measurement Method Used
Buffers	Feet of bank protected		
	Number of farms		
Streambank	Tons of bank erosion reduced		
	Feet of bank protected		
Other (specify)			
II. Developed Urban Areas	**Units of Measure**	**Quantity**	**Measurement Method Used**
Urban: 20-40% Reduction in TSS	Pounds TSS reduced		
	% TSS reduction		
Infiltration	% Pre-development stay-on volume		
	Cubic feet stay-on volume		
Peak flow discharge	Change in cubic feet per second		
Protective areas	Feet of bank protected		
Fueling & maintenance areas	Oily sheen presence		
Streambank	Tons of bank erosion reduced		
	Feet of bank protected		
Other (specify)			
III. Planning	**Units of Measure**	**Quantity**	**Measurement Method Used**
Quantify how implementation of the planning project decreased storm water impacts on state waters (*i.e.*, storm water plan, I & E plan, *etc.*)	Municipalities planned for	**1**	**Storm Water Utility and new ordiance for storm water management and erosion control.**
	Acres planned for		
Document/track progress made in implementing the planning product (*i.e.*, ordinance, utility district evaluation/formation, storm water management plan information & education, *etc.*)	Municipalities planned for	**1**	**The City completed process to create a utility and adopt ordinances except for final adoption.**
	Acres planned for		

Other (specify)			

B. Project Results Narrative

The project completed the process to create a storm water utility and adopt ordinances to comply with current state storm water regulations, specifically NR 151 and NR 216. This process was carried out except for final adoption. The City decided to hold off on the final adoption at this time. The ordinances included Illicit Discharge Detection, Subdivision Ordinance, Erosion Control and Storm Water Management, and Wellhead Protection Ordinance. There was a group of local business owners who decided to fund storm water management practices to the City to deter utility creation. The City agreed to this approach during the next three years. After which business performance at storm water management will be avaluated.

The process to complete a storm water utility was completed and once implemented will provide the City a dedicated and consistent revenue stream to pay for storm water related expenditures, evaluate development proposals, and protect local water resources. In addition, the utility allows the City to implement additional elements to their Storm Water Master Plan, promote public education and invovlement, and to improve local bodies of water by implementing appropriate storm water Best Management Practices.

4. Satisfaction of Notice Requirements (if applicable)

If cost sharing for this project was offered under a formal notice to achieve compliance with performance standards or prohibitions, provide information for each notice in the table below.

Notice Information				Notice Satisfaction Information		
				Satisfied?		
Notice Type	Issue Date	From (Name)	To (Name)	Yes	No	Date Letter Sent
				☐	☐	
				☐	☐	
				☐	☐	
				☐	☐	

5. Summary of Project Challenges

The primary challenge was completing formal adoption of new ordinances and the storm water utility for the City. The ordinaces proposed during the project were reviewed extensively by the City's staff, their public works committee, the ordiancne committee, and by legal councel, which required extensive time and prevented us from adopting all planned ordinances before the project grant period ended. The City plans to continue to pursue final adoption of all planned ordinances in 2008.

6. Additional Information about the Project (optional)

7. Planning Product (UNPS&SW - Planning Projects only)

☒ Check here if a printed copy of the planning product (e.g., plans, ordinances, analyses) was sent to your DNR Regional Nonpoint Source Coordinator.

Name of Document	Date(s) effective	Date Submitted to NPS Coordinator
Storm Water Utility Ordinance	**January 2006**	**January 2008 (with this final report)**

8. Grantee Certification:

☒ Check here to certify that, to the best of your knowledge, the information contained in this report is correct and true.

Type or print Name and Title of Authorized Representative certifying here.

Signature of Authorized Representative	Date
Cynthia A Pagenkopf	8-15-08

Courier News July 30, 2008

Business community completes city project

In an historic accomplishment culminating almost two years of discussion, members of the Prairie du Chien business community are putting the finishing touches on completion of a major storm water project for the City of Prairie du Chien.

In what appears to be the first such venture in the State of Wisconsin, area businesses are saving the city thousands of dollars by doing the projects themselves.

The story began in July, 2006, when a storm water technical advisory committee (SWTAC) was formed to consider the feasibility and possible implementation of a storm water utility for the city.

The purpose of the utility was to establish a separate account, or utility, outside of the general budget to fund much-needed storm water projects. The utility would function by assessing and collecting fees from local property owners based on the amount of impermeable land surface such as driveways, parking lots and rooftops on their property.

The annual budget for the utility was estimated to be over $400,000. Businesses, which have the greatest amount of impermeable surface, would bear the greatest financial burden.

Representatives of local businesses appeared at several council meetings to speak against the utility, which was presented to Council as a recommendation in August, 2007. Chris Mara, a businessman who has been active in the storm water projects, says of the businessmen, "Unlike the parties involved in most disputes at City Hall, they came armed with a proposed solution. It was generally agreed that there were some critical problems with our aging storm water sewer system that needed to be addressed. The group felt that the proposed utility was an expensive way to fund the projects and would have long term detrimental effects on the local economy and the ability to recruit new businesses to our community. There had to be a better way."

That better way was a proposal to raise money voluntarily and complete five of the most critical storm water projects in exchange for the city delaying the proposed utility for at least the next three years.

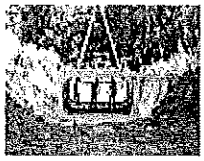
In September, 2007 the creation of an the Ad-Hoc committee was approved. The committee included city staff and the business owners, and their charge was to develop an agreement to do storm water improvements. The first meeting of the ad-hoc committee was on October 18, 2007. The committee consisted of Joe Ruskey, Jaaren Riebe and Terry Meyer representing the city, and Blair Dillman, Randy Weeks and Chris Mara, representing business concerns.

On December 18 the storm water agreement was presented to the council for their approval, with the projects and timelines included. The Prairie du Chien Development and Enhancement Group, LLC (PDCDEG) was formed to enter into the agreement with the city and raise the money needed to complete the projects. This agreement was signed on January 29, 2008.

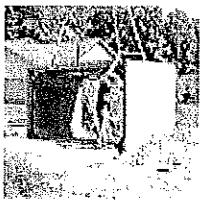
The projects on the list were: the ditch under the Jackson Street bridge, earth work on the remainder of the that ditch, improvements to the Fillmore Street inlet, and storm water mapping. A fifth project, drainage improvements at McLeod Street, had been completed

A crane begins hoisting a culvert.

A bulldozer spreads fill under the bridge crossing



Five 6x12 culverts, weighing 15 tons each, were set in place. They were then sealed with rubber gaskets and bolte together. A concrete deck was poured across the to (Photos by Trudy Balcom and Chris Mara)



A worker directs as the culvert is lowered into place. Three people stand inside the culvert where i is put in place.

Completion of the Jackso Street bridge storm wate project is the first major project by the Prairie du

before the contract was signed.

Once the agreement was signed, local businesses were asked to make a three year pledge. To date, 20 business have donated almost $30,000, most of which has already been spent to complete the first two projects.

The Jackson St. bridge project, the first major project on the list, is close to completion. Only blacktop and landscaping are left to be done. Prairie Sand and Gravel, Inc. and Design Homes, Inc. have donated the use of their heavy equipment in addition to monetary contributions. Faith Evangelical Free Church allowed the removal of a few trees and use of their property as a staging area to complete the Jackson Street project. Mara said that the project had been budgeted to cost over $100,000 in taxpayer money, but was completed for under $30,000 in donations. The businesses are able to do the projects for so much less because they don't have to make a profit on them and are able to use their own equipment and employees. Mara said they are hoping to have the participation of all businesses that would have ended up having to pay a utility fee. The money collected goes into a segregated account specifically for storm water use.

Earth moving on the rest of the ditch approaching the Fillmore Street intakes is expected to commence in August with possible help from the Wisconsin National Guard. Storm water mapping has begun and should be completed by the end of the three year agreement.

Terry Meyer, co-manager of Public Works, said of the project, "It feels good to be doing a partnership instead of butting heads." He added, "This is a good short-term venture, but it also has the potential to become a long-term agreement." Meyer said that at some point, the DNR may require that the city implement a storm water management plan, but "these people are doing the big projects, and even if we're forced go to a utility, it may be considerably less expensive because of what they've done."

Said Mara, "The projects are on schedule with the agreement and will be done well before a utility could fund them and the wheels of government turn to complete them. Under budget and ahead of schedule—the ground-breaking agreement seems to be working."

Prairie du Chien Fire Department tests out aerial truck

Harry Remz, fire chief of Prairie du Chien, would like to see the department buy a new aerial ladder truck.

According to Remz, their current aerial truck is 22 years old and barely passes safety inspections.

Of course, getting a new truck is expensive; about $1 million according to Remz. But he notes that almost no one drives a 22-year old car, let alone using such an aging piece of equipment for lifesaving rescues.

In anticipation of purchasing a new truck, members of the Prairie du Chien Fire Department tested out a new aerial truck on July 23. The demonstration truck was provided by E-ONE, a manufacturer of custom and commercial pumpers, tankers and aerial ladder fire vehicles based in Ocala, Fla.

The 114-foot boom on the demonstration truck was used to put several firefighters on the roof of a building at 3M and also at Cabela's, companies with some of the tallest and

Chien Development and Enhancement Group, LLC.

The Prairie du Chien Fir Department tested a 114-foot boom aerial fire truc last Wednesday. The Department would like to purchase a new truck wit a 134-foot boom. (Photo by Mike Anthony)

largest buildings in the city.

Not only can the boom raise straight up, it can articulate in different directions to give firefighters greater flexibility and access for firefighting and rescue on tall or complex structures.

The test-drive was attended by about 20 firefighters, Fire Chief Remz, Mayor Karl Steiner and councilpersons Linda Munson and Frank Pintz and Bob Meyer of the Police and Fire Commission.

The city is in the beginning stages of investigating how they might finance the new truck. Possibilities for funding include using TIF dollars, a government backed loan, a grant from Homeland Security, or a combination of these and other sources.

Remz says that he would like to see the new truck purchased within one to two years—a new truck would have to be ordered a year in advance from the manufacturer.

THE FEASIBILITY OF DEVELOPING A STORM WATER MANAGEMENT UTILITY IN THE CITY OF PRAIRIE DU CHIEN

The Feasibility of Developing a Storm Water Management Utility in the City of Prairie du Chien

Prepared for
City of Prairie du Chien
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TABLE OF CONTENTS

Description

I. INTRODUCTION

The City of Prairie du Chien is considering developing a Storm Water Management Utility (SWMU).The goals and objectives for developing this new utility include:

- Provide a mechanism and the means to protect local water resources including the Wisconsin River and the Mississippi River, which receive storm water runoff from the City
- Generate consistent revenue from properties in an equitable fashion that is proportional to their storm water run off
- Reduce the burden of storm water management costs on the general property tax role
- Reduce the general obligation debt of the City thus preserving borrowing capacity

The new Storm Water Management Utility will be operated similarly to a Drinking Water or Sanitary Sewer Utility. It will not be a significantly larger bureaucracy in the City, but rather a segregation of activities currently undertaken by City staff and equipment into a separate function, fully funded by new utility fee revenues. The Storm Water Management Utility will fund activities that the City is typically completing with general tax funds but that are related to the management of storm water. The activities funded by the Storm Water Management Utility will generally include:

- Providing water quality and shore land protection along local rivers and lakes
- Operating and administering the new SWMU
- Maintaining the storm water management system (street sweeping, inlet cleaning, ditch and detention basin mowing and dredging)
- Planning for growth in the City and future storm water management needs
- Complying with new storm water management regulations
- Correcting deferred maintenance of storm water management systems

The SWMU has several advantages over typical general tax funding. For example the utility will provide the following:

- Consistent revenue source for long term planning
- Revenue source that is dedicated to storm water management and cannot be alternatively allocated by changing priorities such as a new fire truck
- SWMU fee that is paid by tax exempt properties
- Equitable utility fee that is based on resource use *(impervious area)* not property value
- Lower general obligation debt for the City
- Lower general tax costs for citizens

II. DEVELOPMENT PROCESS

Developing a new SWMU generally involves establishing and invoking the proper legal authority within the City to create such a utility and developing an equitable system to determine utility fees that will be legally defensible. Cities have the statutory authority to create utilities and must use sound fiscal management when they do so.

In Prairie du Chien the SWMU development process began in 2005 with the completion of a grant application and subsequently receiving a grant from the Urban Non-Point Source Funding Program managed by the Wisconsin Department of Natural Resources. The grant award provided two-thirds of the money required to develop the SWMU. The SWMU development process schedule was aligned with the City's consideration of their 2007 budget, requiring that the SWMU implementation be completed before the end of the 2006 calendar year.

The SWMU development began with the identification of a Technical Advisory Committee (TAC) that included 8-10 members (see appendix). The TAC membership came from the City, the school district, the hospital, large local businesses, and the general public. These individuals on the TAC participated in the process to ensure a high level of public awareness and involvement and to better understand the technical aspects of the utility and storm water management activities in the City.

For evaluating the SWMU feasibility the TAC met numerous times from August 2006 through October 2006. During each meeting a major step in the SWMU development process was completed. The general steps in the process are described below and the agenda from each meeting is included in the appendix.

The major steps undertaken by the TAC in creating Prairie du Chien's SWMU

A. Set Annual Budget
B. Set Multi-Year Budget
C. Set Equivalent Runoff Unit (ERU)
D. Set Preliminary Rate for the SWMU
E. Review/Approve the Feasibility Report

III. BUDGET DETERMINATION

The annual and multi-year budgets for the SWMU were established by reviewing the City's historical expenditures on storm water management. In addition, we projected the costs of complying with new regulations, purchasing major capital items, and completing large deferred maintenance needs. The SWMU annual budget was revised several times to reflect project priorities identified in a 2004 storm water management plan update (see Table 1), and to account for anticipated maintenance and operation needs of the SWMU. The budget outline on the next page provides insight to the major expense categories that were considered.

CITY OF PRAIRIE DU CHEIN
STORM WATER MANAGEMENT UTILITY
BUDGET OUTLINE
REVISED 10-31-06
THIS REVISED BUDGET FUNDS ONLY THE HIGH RANKED PROJECTS LISTED IN THE 2004 STORM WATER PLAN UPDATE DURING ITS FIRST FIVE YEARS OF OPERATION

I. ESTABLISH PRIMARY BUDGET CATEGORIES

Administration	Maintenance	Capital Expenses
• Billing	• Street Sweeping	• BMPs
• Accounting	• Inlet Cleaning	• Equipment
• Bonding	• Routine Dredging	• Structure(s)
• Supervision	• Educational Programs	• Engineering

II. ANNUAL EXPENDITURES IN EACH CATEGORY

ADMINISTRATION		
Administration	=	$30,000
Legal Issues	=	$15,000
Engineering Issues	=	$15,000
Total		**$60,000**

MAINTENANCE/OPERATION		
Street Sweeping	=	$25,000
Swale Maintenance	=	$25,000
Storm Sewer Cleaning	=	$15,000
Detention Basins	=	$25,000
Roadside Cleaning		$10,000
Total		**$100,000**

STAFFING WILL NOT CHANGE, NEITHER WILL ADMINISTRATION.

CAPITAL EXPENSES		
Debt Service	=	$15,000
High Priority Projects	=	$75,000
Storm Sewer Mapping	=	$10,000
Stormwater Monitoring	=	$20,000
Misc. NR216 Compliance	=	$15,000
Equipment Fund	=	$15,000
Total		**$150,000**

SINGLE FAMILY $ 54.38

Grand Total $310,000

54.56 w/o
71.27 WITH

TABLE 1
Project Summary
Stormwater Master Plan Update - 2004
Vierbicher Associates, Inc.

No.	Location	Cost	Funding Sources				Comments	Priority
			TIF	SMU	Grant	Other		
1a	Design H./Bennett (McLeod)	$17,000	X	X				High
1b	E. Washington Future Dev.	$55,000	X	X				Low
1c	[illegible]	[illegible]	X	X				Medium
1d	Future Outlet to River	$300,000	X	X				Low
2a	Ditch East of Jackson	$90,000		X	X			High
2b	Intake/Ditch East of Fillmore	$115,000		X	X			High
2c	Webster/Madison Development	$60,000		X		Developer		High
3	Alley - Pine to Frederick	$30,000		X				Low
4	Raise N. Main/W. Cedar	$22,000		X				Low
5	Raise Washington St.	$22,000		X				High
6	E. Cedar/STH 35 Drainage	$17,000	X	X				Low
7	[illegible]	[illegible]		X				Medium
8	[illegible]	[illegible]		X				Medium
9	Marquette/Taylor/Mooney Ditch	$30,000		X				High
10	Taylor/ Ohio to Dousman Flooding	$26,000		X				High
11	S. Main Between Glenn & Wells			X		DOT	Coordinate w/DOT - USH 18 bypass	Low
12	Marquette/Wells to Parrish	$6,000		X		DOT	Coord. w/DOT - Marquette Rd Reconst.	Low
13	[illegible]	[illegible]		X				Medium
14	[illegible]	[illegible]		X				Medium
15	[illegible]	[illegible]		X				Medium
16	[illegible]	[illegible]		X				Medium
17	[illegible]	[illegible]		X				Medium
18	LaPointe Between 11th & Marquette	$60,000		X		DOT	Coordinate w/DOT - USH 18 bypass	Low
19	Bloyer Parkway		X	X	X	DOT	Coordinate w/DOT - USH 18 bypass	Low
20	[illegible]	[illegible]		X				Medium
	Storm Sewer Map	$3,500		X				High
	Storm Water Ordinance	$3,000	X	X	X			High
	Storm Water Management Utility	$15,000	X	X	X			High
	Total	$1,028,250						

High	$364,600
Medium	$168,750
Low	$190,000

Once the annual budget was set we projected growth in the City to estimate a multi-year budget for the utility. City planning estimates conclude that about a 2 to 3 percent growth in single family homes is expected each year for the next five years. This is about equal to the anticipated increase in expenses for the utility due to inflation so we expect no substantial increase in the fee charged to single family homes over the first five years of the utility.

IV. PRELIMINARY FEES AND RATE STRUCTURE

The fee charged to single family homes is desired by the TAC to be close to the average for all storm water utilities in Wisconsin or about $4 to $5 per month. The fee charged to all properties in the City that are not residential parcels is then determined by first calculating the average impervious area on a fully developed single family parcel in the City. This average value of impervious area is known as the Equivalent Runoff Unit or (ERU). Then you determine the impervious area on a developed parcel of interest and calculate the number of ERUs its impervious area is equal to. For example, in Prairie du Chien the ERU was determined to be 2,971 square feet by computing the average impervious area on 190 single family homes in five various neighborhoods around the City (See Table 2 below and Figures in Appendix). For example, if a parcel has 5,942 square feet of impervious area on it, the fee charged to this parcel would be two times that charged to a single family parcel.

Table 2

Average Impervious Area on a Fully Developed Single Family Parcel

Area	Number of Parcels Measured	Average Impervious Area (Square Feet)
1	32	2527
2	39	3395
3	44	2969
4	34	3212
5	41	2716
	Average	2971

This method of determining the SWMU fee for each non-residential parcel by measuring its impervious area and determining its ERUs was completed for the feasibility evaluation. Then the income generated by the SWMU was determined by altering the ERU rate. Initially the income was reconciled with the SWMU budget with an ERU rate of $60. After meetings and discussion with the school district, the County, and City staff, and further evaluation by the SWMU TAC, City owned properties were eliminated from the rate determination. This alternative would reduce the subsequent increase in valuation based taxes, as the City property utility bills would need to be funded by a general tax increase. In addition, SWMU TAC members elected to estimate future credit allowances in the rate structure might represent fifteen percent of the overall SWMU income.

The net result of the preliminary fee structure was the ability to generate the $310,000 of income from the developed parcels in Prairie du Chien given a single family ERU rate of $54.38 per year. This rate structure results in some large annual charges to several developed properties in Prairie du Chein including; $35,718.49 to Cabela's, $20,718.78 to 3M, and $14,818.55 to Design Homes. In contrast there would be an annual fee of only $54.38 charges to single family home owners. In summary, 34 % of the SWMU budget

would be provided by residential properties, which had previously provided about 61 % of the valuation based tax funding in the City.

VI. DISCUSSION OF FEASIBILITY

Using the typical valuation based system of tax collection to fund the expected storm water management expenses would mean a larger charge to residential properties that actually generate less storm water runoff than the larger less valuable commercial and industrial properties. The SWMU system of fee collections will create a more equitable technique of determining charges to a property, its impervious area, which is directly related to the property's generation of storm water run off. The result of the proposed SWMU rate structure is a change in fund collection that about doubles the contribution from non-residential properties and collects about half the funds from residential properties compared with valuation based taxation.

Based on reported details from existing SWMU's in Wisconsin and throughout the Nation, it appears feasible for Prairie du Chien to collect $4.53 per month from residence for managing storm water (see appendix). The SWMU budget was prepared to account for typical storm water related maintenance and operation activities, to comply with new storm water regulations, and to provide funding for planned capital improvement projects identified in current City-wide storm water management plans. Without the SWMU the expenses for the City's storm water management activities would come from valuation based taxes which are subsidized by high value single family homes.

One of the primary goals of managing storm water is to protect local water resources. An important tool for accomplishing this goal is to educate the public that managing storm water is most effective and more cost effective when it can be managed or treated close to the run off source. For example, it is easier to infiltrate clean storm water near roof downspouts close to a building than it is to try to confine concentrated run off further downstream and try to infiltrate these larger flows into the ground water. In addition, it is more cost effective to detain storm water in distributed small basins near individual buildings than it is to build large ponds along flowing ditches that drain big subdivisions. When the public understands the potential benefits from these distributed storm water best management practices and begins to implement them, the City's costs to manage storm water will be less. That is why the SWMU TAC proposes to develop a credit system in the SWMU ordinance.

The credit system would allow for a reduction in a SWMU charges when the customers provide storm water best management practices on their site that helps reduce the cost to the utility. One example would be a property that contains a storm water detention pond that detains storm events larger than the two-year storm currently required by State regulations. In this case a credit would be allowed to compensate the customer for expenses associated with maintenance and operation of the larger than required detention facility. The credit amount would be related to the subsequent cost savings for the SWMU. For non-residential SWMU customers a credit up to 50 percent of the utility fee could be obtained by detaining storm water. For example, if an on-site detention pond on

a newly developed site detains the 100 year storm and releases a peak discharge equal to the pre-developed site conditions, a 50 percent credit would be possible. The table below defines possible credits for non-residential properties.

Table 3

Storm Size (years)	Credit
0-5	0-10%
10	20%
25	30%
50	40%
100	50%

For residential properties a credit of as much as 25 percent of the utility fee can be obtained if the property owner will self certify that an on-site storm water management practice, such as a rain garden, has been installed using accepted standard techniques and the practice will be maintained in working order.

The proposed rate structure for the SWMU includes a credit allowance of 15 percent of the budget or about $54,000. The credit policy and practices will be described in greater detail in the SWMU ordinance and will be debated in more detail by the SWMU TAC during the implementation phase after a feasibility determination is made on the SWMU.

VII. RECOMMENDATIONS

At this time the SWMU TAC has reviewed the feasibility determination and unanimously recommends that the City Council approve the report. City Council approval of the report will subsequently authorize the TAC to prepare a SWMU ordinance to implement the utility. As part of implementation the SWMU TAC will investigate and finalize credit policies and practices for the SWMU and provide strategies in the ordinance for defining credits.

VIII. APPENDICES

Agenda and Minutes from Meetings
SWMU TAC Membership
Rate Table 11-01-06
Figures
- Valuation pie chart
- SWMU table
- Residential Parcels
- Digitized Example

AGREEMENT

This Agreement made and entered into this 29th day of January, 2008, by and between the **City of Prairie du Chien**, a Wisconsin municipal corporation, hereinafter referred to as **"City"**; and the **Prairie du Chien Development and Enhancement Group, LLC,** a Wisconsin limited liability company, hereinafter referred to as **"PdCD&EG, LLC"**.

WITNESSETH:

WHEREAS, the **City** has discussed and debated the creation of a Storm Water Utility to manage and control storm water runoff within the City of Prairie du Chien, and

WHEREAS, and if created, a Storm Water Utility would, with funds generated through taxation of properties within the City of Prairie du Chien, undertake and complete various projects that would better manage and control storm water runoff within the City of Prairie du Chien, and

WHEREAS, **PdCD&EG, LLC** has proposed to the **City** that it will undertake and complete the storm water related projects below set forth at no cost to the **City** in the hopes that the creation of a Storm Water Utility could be avoided and/or that if any Storm Water Utility be created by the **City** in the future, that same would have less of a financial impact on **City** taxpayers due to completion of the projects herein referred to.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. That **PdCD&EG, LLC** shall undertake and timely complete in strict conformity with the specifications set forth for each project the following storm water projects:

   A. Jackson Street bridge, more specifically; exact specifications for said project shall be supplied by Blackhawk Engineering, Ltd., of Platteville, Wisconsin, prior to commencement of work on same. Once received and approved by the Public Works Committee of the **City**, it is specifically agreed by the parties hereto that said specifications shall be attached hereto and become a part of this Agreement.

   B. Earth work on the Jackson Street storm water ditch, more specifically; exact specifications for said project shall be supplied by Blackhawk Engineering, Ltd., of Platteville, Wisconsin, prior to commencement of work on same. Once received and approved by the Public Works Committee of the **City**, it is specifically agreed by the parties hereto that said specifications shall be attached hereto and become a part of this Agreement.

C. Improvements to the Fillmore Street inlet, more specifically; exact specifications for said project shall be supplied by Blackhawk Engineering, Ltd., of Platteville, Wisconsin, prior to commencement of work on same. Once received and approved by the Public Works Committee of the **City**, it is specifically agreed by the parties hereto that said specifications shall be attached hereto and become a part of this Agreement.

D. Storm water mapping, more specifically; exact specifications for said project shall be supplied by Blackhawk Engineering, Ltd., of Platteville, Wisconsin, prior to commencement of work on same. Once received and approved by the Public Works Committee of the **City**, it is specifically agreed by the parties hereto that said specifications shall be attached hereto and become a part of this Agreement.

2. The above referred to projects shall be undertaken and totally completed as per the specifications above set forth as follows:

A. Jackson Street bridge on or before July 1, 2008.

B. Earth work on the Jackson Street storm water ditch on or before December 31, 2008.

C. Improvements to the Fillmore Street inlet on or before December 31, 2008.

D. Storm water mapping on or before three (3) years from date of execution of this Agreement.

Further, the term of this Agreement shall commence at date of execution of same and end on the last project completion date as above set forth.

3. In the event any of the above referred to projects are not timely completed or are not constructed, undertaken, and completed as per the exact specifications above set forth, this Agreement shall terminate and neither party shall have any further responsibility to the other as per this Agreement and neither party shall have any claim or cause of action against the other based on this Agreement. Notwithstanding the above, the **City** shall retain any cause of action it may have against **PdCD&EG, LLC** for any work undertaken and completed in whole or part not in exact conformity with the specifications for said work as set forth by Blackhawk Engineering, Ltd.

4. The funding for and all costs associated with the above projects shall be the sole responsibility of **PdCD&EG, LLC**. The **City** shall accommodate **PdCD&EG, LLC** by setting up an account through the **City** into which all funds collected relative to the above project shall be deposited and paid out for same. However, it is specifically agreed and

understood by the parties hereto that the **City** shall not be responsible for any costs associated with the above projects. Further and at termination of this Agreement for any reason, any funds remaining in the above referred to account after payment of all outstanding obligations for the above projects shall be turned over to **PdCD&EG, LLC**.

5. It is specifically agreed and understood by the parties hereto that all improvements and work hereunder shall be the sole property of the **City**.

6. The Jackson Street bridge project as above described shall have first priority as to commencement, completion, and payment of costs associated therewith from the funds collected and deposited in the above referred to account. Earthwork on the Jackson Street storm water ditch shall have next priority, improvements to the Fillmore Street inlet shall have next priority, and the storm water mapping shall have final priority. Further, no project hereunder shall be undertaken until the project ahead of same in priority has been fully completed and paid for. Not withstanding the above, the storm water mapping project and engineering as to all projects can be undertaken without regard to priority or completion of a prior project.

7. **PdCD&EG, LLC** shall provide, at its sole cost and expense, worker's compensation insurance covering its agents, servants, or employees that are engaged in the above projects and liability insurance for injury to person and/or property relative to the above referred to undertakings and **PdCD&EG, LLC** shall hold the **City** harmless for all damages that may occur to person and/or property as a result of the work hereunder set forth. Further, liability insurance for injury to person and/or property shall be in an amount(s) specified by the City Administrator for the **City**.

8. Upon termination of this Agreement, neither party shall be compelled nor required to extend this Agreement nor enter into a subsequent agreement of a similar nature.

9. The total agreement of the parties hereto is contained within the four corners of this document and any verbal, written, or other representations made to either party by the other not contained within this document are of no force and effect.

10. This Agreement is binding on the parties hereto, their heirs, successors, and assigns.

Dated this 29th day of January, 2008.

CITY OF PRAIRIE DU CHIEN
BY:

Jim Gitz, City Administrator

Cheryl Mader, Mayor

PRAIRIE DU CHIEN DEVELOPMENT AND ENHANCEMENT GROUP, LLC
BY:

Member

Member

Member