



MEETING	DATE	TIME	LOCATION
Joint Sanitary District	Tuesday, December 15, 2015	7:00 P.M.	Grand Chute Town Hall 1900 Grand Chute Blvd Board Room

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA/ORDER OF THE DAY

D. PUBLIC INPUT

Members of the public are welcome to address the Commission and Town Board. Individuals wishing to speak on an item (whether on the agenda or not) must sign in prior to the start of the meeting and may speak during the Public Input segment of the meeting. This segment is placed early in the agenda so that the public may make their comments prior to any discussion or action by the Commission or Town Board. Individual comments are limited to no more than three minutes each. The Public Input section is limited to a total of 15 minutes. The Commission/Town Board may suspend this rule if deemed necessary. Once the public input segment ends there will be no additional discussion from the audience. Note regarding non-agendized Town related matters: Pursuant to WI Statutes 19.83(2) and 19.84(2), the public may present matters; however, they cannot be discussed or acted upon until specific notice of the subject matter of the proposed action can be given.

E. CONSENT AGENDA

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

1. Approve Regular Joint Meeting minutes – December 1, 2015
2. Accept Monthly Report – November 2015

F. FINANCIAL REPORTS

1. Approval of Voucher List – December 15, 2015

G. NEW BUSINESS

1. Agreement with ART Acquisitions, LLC for ownership and maintenance of Forest View Estates retention basin outlots.

H. ADJOURNMENT

Accommodation Notice

Any person requiring special accommodation who wishes to attend this meeting should contact (**Administration at 832-1573**) at least 48 hours in advance

JOINT REGULAR MEETING – SANITARY DISTRICT NO. 1, NO. 2, NO. 3 & EAST SIDE UTILITY DISTRICT – 1900 GRAND CHUTE BLVD., GRAND CHUTE, WI – DECEMBER 1, 2015

CALL TO ORDER/ROLL CALL

Meeting called to order at 7:00 p.m. by Jeff Nooyen, presiding officer.

PRESENT: Jeff Nooyen, Travis Thyssen, Jim Pleuss, Bruce Sherman, and Karen L. Weinschrott, Town Clerk

EXCUSED: Dave Schowalter

STAFF: Jim March, Town Administrator; Bob Buckingham, Community Development Director; Tim Bantes, Fire Chief; Julie Wahlen, Finance Director; Greg Peterson, Police Chief; Bob Heimann, IT Director; Tom Marquardt, Director of Public Works; Mike Patza, Town Planner; Carl Sutter, McMahon Associates; Attorney Rossmeissl, Herrling Clark Law Offices

OTHERS: 1 signed attendance

PLEDGE OF ALLEGIANCE

Vice-President Nooyen led the Pledge of Allegiance.

APPROVAL OF AGENDA/ORDER OF THE DAY

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

PUBLIC INPUT – There was no public input.

CONSENT AGENDA

Approve Regular Joint Meeting minutes – November 17, 2015

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

FINANCIAL REPORTS

Approval of Voucher Lists – December 1, 2015
San. 1, 2, 3 & East Side – \$485,146.87; ACH – \$725,149.79

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

ADJOURNMENT

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

Meeting adjourned 7:02 p.m.

These minutes were taken at a regular meeting held on December 1, 2015 and entered in this record book, December 3, 2015 by:

Karen L. Weinschrott

Karen L. Weinschrott, Town Clerk
Joint Sanitary District No. 1, No. 2, No. 3 & East Side Utility District
December 3, 2015

INITIAL DRAFT



*Sanitary District No. 1 & 2
Monthly Report
NOVEMBER 2015*

UTILITY LOCATES214

SERVICE CONNECTION PERMITS

WATER.....5

SEWER.....5

STORM6

FT. OF VACTORING4,885

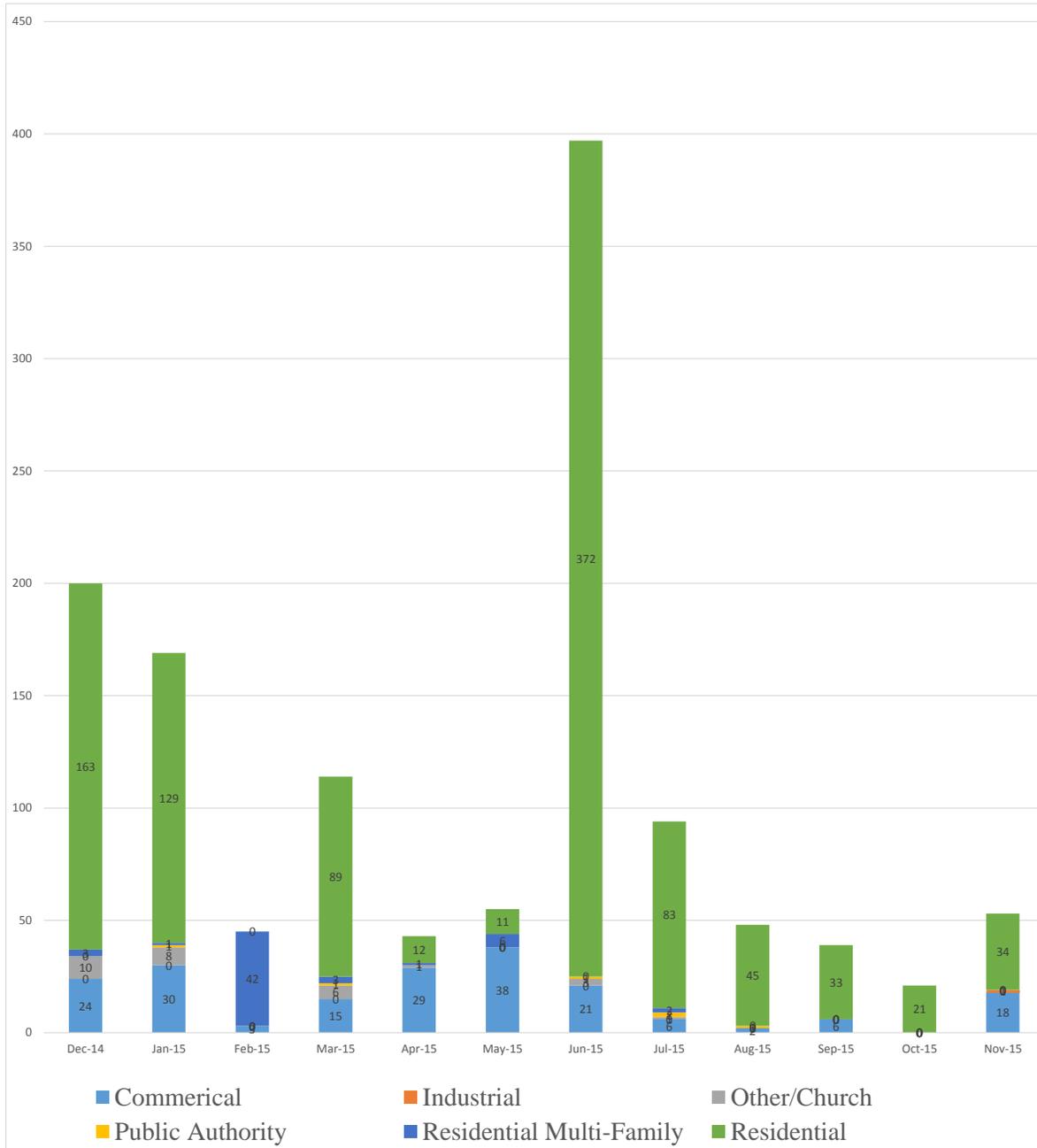
QUARTERLY BILLS.....5,888

(Sections 2) (Does not include final bills)

MISC. MAINTENANCE:

Water Main Break-W Eighth St

SENSUS METER INSTALLATION PROGRESS



Dave Schowalter, President: _____

Jeff Nooyen, Commissioner: _____

Travis Thyssen, Commissioner: _____

Bruce Sherman, Commissioner: _____

Jim Pleuss, Commissioner: _____

Karen L. Weinschrott, Secretary: _____

Julie M. Wahlen, Treasurer: _____

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
61						
89761	12/15/2015	ACE BUILDING SERVICE	11252015	REIMBURSE METER DEPOSIT MINUS WATER USE	61-00-23500	102.46
Total 89761:						102.46
89776	12/15/2015	HD SUPPLY WATERWORKS L	D478917	SENSUS METERS	61-00-10700	18,200.00
89776	12/15/2015	HD SUPPLY WATERWORKS L	E854968	RUBBER METER WASHERS	61-01-66300-390	30.00
Total 89776:						18,230.00
89795	12/15/2015	WISCONSIN RURAL WATER A	S1378	MEMBERSHIP RENEWAL	61-01-93001-321	555.00
Total 89795:						555.00
Total 61:						18,887.46
62						
89773	12/15/2015	GRAND CHUTE MENASHA WE	3868	NOVEMBER DEPRECIATION	62-02-40300-000	119,956.43
Total 89773:						119,956.43
89788	12/15/2015	PJK CO INC	10018095	PLC REPLACEMENT	62-02-83100-390	3,967.55
89788	12/15/2015	PJK CO INC	10018109	INSTALL TOWN HALL LIFT STATION SUMBERSIBL	62-02-83200-390	2,136.44
Total 89788:						6,103.99
Total 62:						126,060.42
63						
89759	12/15/2015	US POSTMASTER	12042015	UTILITY BILL POSTAGE	63-03-82000-311	1,725.32
Total 89759:						1,725.32
89763	12/15/2015	APPLETON AREA SCHOOL DI	86129	AAMFON ANNUAL BILLING	63-03-82000-290	1,642.29
Total 89763:						1,642.29
89789	12/15/2015	PTS CONTRACTORS INC	112315 PAY C	CASALOMA DR/NEW HORIZON DR PAY CERT #4	63-00-10700	1,546.00
Total 89789:						1,546.00
89796	12/15/2015	WITTHUHN PRINTING CO. INC	5234	BILLING ENVELOPES	63-03-82000-320	515.20
Total 89796:						515.20
Total 63:						5,428.81
Grand Totals:						150,376.69

Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
62					
11/28/2015	NICOLET NATIONAL BANK	112815	2006 DEBT PRINCIPAL PMT	62-00-22306	290,000.00
	Total 151128001:				290,000.00
	Total 62:				290,000.00
63					
12/01/2015	DTCC	120115	2006 DEBT INTEREST	63-03-43000-620	11,043.76
	Total 151201001:				11,043.76
12/04/2015	PSN	120415	PSN 63-03-82000-290	63-03-82000-290	724.99
	Total 151204001:				724.99
	Total 63:				11,768.75
	Grand Totals:				301,768.75

Karen L. Weinschrott, Secretary: _____

Date: _____



AGENDA REQUEST
12/15/2015

TOPIC: Agreement with ART Acquisitions, LLC for ownership and maintenance of Forest View Estates retention basin outlots

<input checked="" type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/> Reports <input type="checkbox"/> Closed Session <input type="checkbox"/> Ordinance/Resolution	Meeting: Sanitary District 3
Department Reporting: Community Development	Submitted By: R. Buckingham

ISSUE: Approval of agreement for San. District 3 ownership and maintenance of the Forest View Estates retention basin outlots.

BACKGROUND/ANALYSIS: The Forest View Estates plat includes 4 outlots on which stormwater ponds are located. During infrastructure planning discussions with the plat developer, ART Acquisitions, LLC, we explained the looming challenge facing the Town over the widespread lack of pond maintenance in most of our existing subdivisions. With the possible exception of one subdivision, most homeowners' associations/subdivision lot owners have not been performing routine annual maintenance of the ponds as required. Lack of pond maintenance leads to pest and weed control problems, breaches to the clay liner, underperformance in peak flow control and sediment removal, and shorter than planned timeframe before dredging operations. These conditions will ultimately require the Town to perform maintenance and repair of all these ponds.

Subsequent to this conversation, ART presented a proposal that would have the Sanitary District assume ownership and maintenance of the Forest View Estate pond outlots, along with ART providing to the District a onetime deposit account at the Community Foundation of the Fox Cities Region, Inc., to pay for maintenance, operation, repair, or replacement of these ponds. This is a unique and innovative solution to the lack of pond maintenance in our community.

The attached agreement provides the terms and conditions by which the Sanitary District will assume ownership and maintenance of the Forest View Estates ponds. Before we accept the deeds (at no cost) to these parcels, ART is responsible to complete construction of the ponds to Town specifications, and to fund the spend-down account at the Foundation in an amount (\$65,000) determined by the Town to be sufficient in covering all costs for operation and maintenance for 15 - 20 years. That timeframe would provide funding until the ponds would need to be dredged. At any point in time that the Foundation Funds would be insufficient to cover operation and maintenance costs, the Sanitary District would have the right to impose special assessments against all the lot owners in the plat, make an appropriation from the Storm Sewer Utility Fund, or use any other available funding sources.

This Agreement provides immediate benefit to the Town and Sanitary District in maintaining these ponds. It also provides a template to promote with future subdividers who may want to discuss public ownership of stormwater ponds.

RECOMMENDATION: Staff recommends that the Sanitary District approve the agreement with ART Acquisitions, LLC for retention basin outlots ownership in the Forest View Estates Plat.

FISCAL IMPACT: OTHER FUNDING

Developer funded spend-down account.

ATTACHMENTS: Agreement for Retention Basin Outlots Ownership and Maintenance

**AGREEMENT FOR RETENTION BASIN OUTLOTS
OWNERSHIP AND MAINTENANCE**

This Agreement is made by the Town of Grand Chute Sanitary District #3 (herein "Town") and ART Acquisitions, LLC (herein "Developer"). Town and Developer may be referred to herein individually as "party" or collectively as "parties".

Background Recitals

WHEREAS, Developer has created and filed a plat for residential real estate development known as "Forest View Estates" for property legally described on Exhibit A attached hereto (herein "Plat"); and

WHEREAS, the Plat contains Outlot 1, Outlot 2, Outlot 3, and Outlot 4 which had been created for retention/detention basin purposes as part of the drainage plan for Forest View Estates; and

WHEREAS the Town and Developer deem it to be mutually in their best interests for the Town to assume maintenance and operation of the basins for storm water management purposes; and

WHEREAS, the Developer is in agreement to undertake the initial construction of the four basins pursuant to specifications approved by the Town which will be subject to Town approval on the condition that thereafter the Town will assume future maintenance and operation of these basins; and

WHEREAS, Developer has offered to set up a onetime deposit account (herein "Fund") with the Community Foundation of the Fox Cities Region, Inc. which the Town can use to pay for maintenance, operation, repair, or replacement of the basins and facilities on the Outlots in the initial years; and

WHEREAS, the Town and Developer have agreed upon the following terms and conditions in furtherance of these objectives:

Terms and Conditions

1. **Construction of Basins.** The Developer is responsible to construct all four basins on Outlot 1, Outlot 2, Outlot 3, and Outlot 4 along with the corresponding inlet and outlet facilities (basins and facilities herein "Basins") under plans and specifications approved by the Town.
2. **Completed Basins.** At the present time construction of Basins has been completed on Outlot 1 and Outlot 4.
3. **Uncompleted Basins.** At the present time the Basins on Outlot 2 and Outlot 3 are not yet completed.

4. **Developer Deed to Town.** The Developer will deed the Basins to the Town at the time construction is completed and approved by the Town. Accordingly Outlot 1 and Outlot 4 will be deeded to the Town contemporaneously with this Agreement.
5. **Outlot 2 and Outlot 3.** Outlot 2 and Outlot 3 will be deeded by the Developer to the Town at a later date at such time these Basins are completed and approved by the Town.
6. **Community Foundation Fund.** As a condition of the Town accepting title to the four Outlots and agreeing to provide future maintenance and operation, the Developer agrees to set up a Fund at the Community Foundation for the Fox Valley Region, Inc. (herein "Foundation") from which the Town can withdraw Funds for maintenance and operation with all principal and interest on the Fund accruing to the benefit of the Town for these purposes.
7. **Initial Deposit in Foundation Fund.** Contemporaneous with the execution of this Agreement, the Developer will set up a donor advisor Fund with the Foundation. The initial deposit by the Developer shall be the sum of \$65,000 and such deposit shall be verified and confirmed by the Town before the Town has any obligations under this Agreement to either accept deeds or perform maintenance services for the Basins.
8. **Use of Foundation Funds.** The money in the Fund including any interest accruing thereon may be used by the Town in its discretion for purposes of maintenance, operation, repair, and/or replacement of the Basins located on Outlot 1, Outlot 2, Outlot 3, and Outlot 4.
9. **Special Assessments.** The Town reserves the right to impose special assessments to the extent the Foundation Funds are insufficient or otherwise depleted for purposes of maintenance, operation, repair, or replacement of the Basins.
10. **Imposition of Special Assessments.** The Town may impose special assessments on an area wide basis in equal amounts against all lots in the Plat on an area wide basis to cover all costs and expenses associated with the maintenance, operation, repair, and replacement of the Basins.
11. **Consent and Waiver for Special Assessments.** Developer hereby consents to the imposition of special assessments to the extent allowed by law waives all statutory procedural requirements for the imposition of such assessments. It is further agreed that said assessments shall constitute a statutory lien on each lot in Forest View Estates in the amount specially assessed hereafter as authorized by state special assessment statutes.
12. **Alternative Assessment Procedure.** The Town in its discretion as an alternative may impose such special assessments in accordance with the procedures set forth in Town Ordinances and/or State Statutes in lieu of invoking the consent and waiver procedure.

- 13. **Parties Bound/Persons Bound.** This Agreement is binding on the parties hereto and their respective successors and assigns of the LLC including but not limited to both future owners and lien holders of the lots in the Plat.
- 14. **Complete Agreement.** This constitutes the complete agreement between the parties and there have been no other oral representations, warranties, or agreements upon which either party has relied, unless in writing and signed by the party to be bound.
- 15. **Recording.** A copy of this Agreement or a Memorandum hereof may be recorded with the Register of Deeds for Outagamie County against all lots in the Plat.

Dated this _____ day of December, 2015.

ART ACQUISITIONS, LLC

BY: _____
Trevor J. Thompson, Managing Director

Dated this _____ day of December, 2015.

TOWN OF GRAND CHUTE SANITARY
DISTRICT #3

BY: _____
David Schowalter, President

BY: _____
Karen Weinsrott, Secretary