

MEETING	DATE	TIME	LOCATION
Joint Sanitary District	Tuesday, January 21, 2020	6:30 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 are allowed to speak only about agenda items and must fill out a “Request to Speak” form and submit to the Town Clerk prior to the start of the meeting in order to speak during the Public Input segment of the meeting.** This segment is placed early in the agenda so that the public may make their comments prior to any discussion or action by the Commission or Town Board. Individual comments are limited to no more than three minutes each. The Public Input section is limited to a total of 15 minutes. The Commission/Town Board may suspend this rule if deemed necessary. Once the public input segment ends there will be no additional discussion from the audience.

E. CONSENT AGENDA

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

1. Approve regular joint meeting minutes – January 7, 2020
2. Accept Monthly Report – December 2019

F. FINANCIAL REPORTS

1. Approval of Voucher List – January 21, 2020

G. NEW BUSINESS

1. Approve 3-Year Service Agreement with Primadata for outsourcing utility bills.

H. RESOLUTIONS

1. Revised Preliminary Resolution SD3-02-2019, declaring intent to exercise special assessment powers under Chapter 66, Police Powers, Wis. Stats., 2017-18 as amended for storm sewer installation – W. Evergreen Drive – RR to N. Gillett Street.

I. ADJOURNMENT

Public Notice: Agendas are posted in the following locations: Town Hall bulletin boards & Town website www.grandchute.net 2015 Wisconsin Act 79 allows the publication of certain legal notices on an Internet site maintained by a municipality. This law allows these types of legal notices to be posted in one physical location in the jurisdiction (instead of three) if also placed on an Internet site maintained by the local government.

Special Accommodations: Requests from persons with disabilities who need assistance to participate in this meeting should be made to the Clerk’s Office at (920-832-5644) with at least 24-hour notice.

Notice of Possible Quorum: A quorum of the Town Board, Plan Commission, Board of Review, Licensing Committee, Parks Commission, Community Development Authority, Joint Review Board, Zoning Board of Appeals and/or Police and Fire Commission may be present at this meeting for the purpose of gathering information and possible discussion on items listed on this agenda. However, unless otherwise noted in this agenda, no official action by the Town Board, Plan Commission, Board of Review, Licensing Committee, Parks Commission, Joint Review Board, Zoning Board of Appeals and/or Police and Fire Commission will be taken at this meeting.

JOINT REGULAR MEETING – SANITARY DISTRICT NO. 1, NO. 2, NO. 3 & EAST SIDE UTILITY DISTRICT – 1900 W. GRAND CHUTE BLVD., GRAND CHUTE, WI – JANUARY 7, 2020

CALL TO ORDER/ROLL CALL

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

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

STAFF: Jim March, Town Administrator; Bob Buckingham, Community Development Director; Tim Bantes, Fire Chief; Greg Peterson, Police Chief; Brent Braun, IT Director; Katie Schwartz, Director of Public Works; Julie Wahlen, Finance Director; Karen Heyrman, Deputy Director of Public Works; Mike Patza, Town Planner; Matt Kasriel, Assistant Fire Chief; Kelly Hanink, Assistant Fire Chief; Brian Schommer, Assistant Fire Chief; several firefighters; Atty. Rossmeissl, Herrling Clark Law Offices; and Mike Simon, McMahon Associates.

OTHERS: 0 signed attendance

PLEDGE OF ALLEGIANCE

President Schowalter led the Pledge of Allegiance.

APPROVAL OF AGENDA/ORDER OF THE DAY

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

PUBLIC INPUT – There was no public input.

CONSENT AGENDA

Approve Regular Joint Meeting minutes – December 17, 2019

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

FINANCIAL REPORTS

Approval of Voucher Lists – January 7, 2020
San 1, 2, 3 & East Side – \$305,084.33 ACH – \$402,137.68.

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

NEW BUSINESS

Approval of 2020 General Engineering Agreement with McMahon Associates, Inc. for Sanitary Districts No. 1, 2, and 3.

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

Approve Bluemound/Eighth/Lilas Change Order #2, Contract 2019-12, extending the final completion date to June 13, 2020.

Motion (Nooyen/Sherman) to approve. Motion carried.

ADJOURNMENT

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

Meeting adjourned 6:32 p.m.

JOINT REGULAR MEETING – SANITARY DISTRICT NO. 1, NO. 2, NO. 3 & EAST SIDE UTILITY DISTRICT – 1900 W. GRAND CHUTE BLVD., GRAND CHUTE, WI – JANUARY 7, 2020

These minutes were taken at a regular meeting held on January 7, 2020 and entered in this record book, January 8, 2020 by:

Angie Cain

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



Sanitary District No. 1 & 2 Monthly Report December 2019

UTILITY LOCATES	131
SERVICE CONNECTION PERMITS	
WATER	2
SEWER	2
STORM	2
FT. OF VACTORING	0
QUARTERLY BILLS (Cycle 3)	4,144

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 94963:						537.00
94968	01/21/2020	OUTAGAMIE COUNTY TREAS	1017863	DRAINAGE/CULVERTS/RIP RAP-RUSSET COURT	63-03-82000-360	950.13
94968	01/21/2020	OUTAGAMIE COUNTY TREAS	1017863	MISC MATERIALS FOR CULVERT REPAIRS	63-00-10700	28,263.16
Total 94968:						29,213.29
94971	01/21/2020	PROVANTAGE LLC	8500637	LARGE DISPLAY	61-00-39110	43.02
94971	01/21/2020	PROVANTAGE LLC	8500637	LARGE DISPLAY	62-00-39110	43.02
94971	01/21/2020	PROVANTAGE LLC	8500637	LARGE DISPLAY	63-00-37200	43.02
94971	01/21/2020	PROVANTAGE LLC	8500641	MONITORS	61-00-39110	374.49
94971	01/21/2020	PROVANTAGE LLC	8500641	MONITORS	62-00-39110	374.49
94971	01/21/2020	PROVANTAGE LLC	8500641	MONITORS	63-00-37200	374.49
94971	01/21/2020	PROVANTAGE LLC	8501072	MONITORS	61-00-39110	259.87
94971	01/21/2020	PROVANTAGE LLC	8501072	MONITORS	62-00-39110	259.87
94971	01/21/2020	PROVANTAGE LLC	8501072	MONITORS	63-00-37200	259.87
94971	01/21/2020	PROVANTAGE LLC	8502237	LARGE DISPLAYS	61-00-39110	253.17
94971	01/21/2020	PROVANTAGE LLC	8502237	LARGE DISPLAYS	62-00-39110	253.17
94971	01/21/2020	PROVANTAGE LLC	8502237	LARGE DISPLAYS	63-00-37200	253.17
Total 94971:						2,791.65
94972	01/21/2020	PUBWORKS	170-009	PUBWORKS ANNUAL SUPPORT	61-01-92300-295	1,124.50
94972	01/21/2020	PUBWORKS	170-009	PUBWORKS ANNUAL SUPPORT	62-02-85100-295	1,124.50
94972	01/21/2020	PUBWORKS	170-009	PUBWORKS ANNUAL SUPPORT	63-03-82000-295	1,124.50
Total 94972:						3,373.50
94978	01/21/2020	US POSTMASTER	01032020	UTILITY BILL POSTAGE	61-01-90300-311	722.09
94978	01/21/2020	US POSTMASTER	01032020	UTILITY BILL POSTAGE	62-02-85100-311	722.09
94978	01/21/2020	US POSTMASTER	01032020	UTILITY BILL POSTAGE	63-03-82000-311	361.05
Total 94978:						1,805.23
Grand Totals:						70,814.34

Dave Schowalter, President: _____

Jeff Nooyen, Commissioner: _____

Travis Thyssen, Commissioner: _____

Bruce Sherman, Commissioner: _____

Eric Davidson, Commissioner: _____

Angie Cain, Secretary: _____

Julie M. Wahlen, Treasurer: _____

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
94944	01/21/2020	CIVIC SYSTEMS	CVC18626	SEMI ANNUAL SOFTWARE SUPPORT F	61-01-92300-295	1,449.00
94944	01/21/2020	CIVIC SYSTEMS	CVC18626	SEMI ANNUAL SOFTWARE SUPPORT F	62-02-85100-295	1,449.00
94944	01/21/2020	CIVIC SYSTEMS	CVC18626	SEMI ANNUAL SOFTWARE SUPPORT F	63-03-82000-295	1,449.00
Total 94944:						4,347.00
94947	01/21/2020	FAITH TECHNOLOGIES INC	707235	SERVER ROOM WORK	61-01-92300-290	435.78
94947	01/21/2020	FAITH TECHNOLOGIES INC	707235	SERVER ROOM WORK	62-02-85100-290	435.78
94947	01/21/2020	FAITH TECHNOLOGIES INC	707235	SERVER ROOM WORK	63-03-82000-290	435.78
Total 94947:						1,307.34
94951	01/21/2020	GORDON FLESCH CO., INC	IN12812929	ARCHIVE SUPPORT	61-01-92300-290	245.50
94951	01/21/2020	GORDON FLESCH CO., INC	IN12812929	ARCHIVE SUPPORT	62-02-85100-290	245.50
94951	01/21/2020	GORDON FLESCH CO., INC	IN12812929	ARCHIVE SUPPORT	63-03-82000-290	245.50
94951	01/21/2020	GORDON FLESCH CO., INC	IN12813040	ARCHIVE SCANNER	61-00-39110	449.60
94951	01/21/2020	GORDON FLESCH CO., INC	IN12813040	ARCHIVE SCANNER	62-00-39110	449.60
94951	01/21/2020	GORDON FLESCH CO., INC	IN12813040	ARCHIVE SCANNER	63-00-37200	449.60
Total 94951:						2,085.30
94952	01/21/2020	GRAND CHUTE UTILITIES	010220-BS3	UTILITIES BOOSTER STATION #3 10/1/19-12/31/19	61-01-62300-344	19.97
94952	01/21/2020	GRAND CHUTE UTILITIES	010220-LS1	UTILITIES LIFT STATION #1 10/1/19-12/31/19	62-02-82100-220	6.74
Total 94952:						26.71
94954	01/21/2020	HEARTLAND BUSINESS SYST	352300-H	VMWARE UPGRADE	61-01-92300-290	3,216.11
94954	01/21/2020	HEARTLAND BUSINESS SYST	352300-H	VMWARE UPGRADE	62-02-85100-290	3,216.11
94954	01/21/2020	HEARTLAND BUSINESS SYST	352300-H	VMWARE UPGRADE	63-03-82000-290	3,216.11
94954	01/21/2020	HEARTLAND BUSINESS SYST	352830-H	UNITRENDS SUPPORT	61-01-92300-290	418.33
94954	01/21/2020	HEARTLAND BUSINESS SYST	352830-H	UNITRENDS SUPPORT	62-02-85100-290	418.33
94954	01/21/2020	HEARTLAND BUSINESS SYST	352830-H	UNITRENDS SUPPORT	63-03-82000-290	418.33
94954	01/21/2020	HEARTLAND BUSINESS SYST	352831-H	UNITRENDS BACKUP SOFTWARE	61-01-92300-290	746.36
94954	01/21/2020	HEARTLAND BUSINESS SYST	352831-H	UNITRENDS BACKUP SOFTWARE	62-02-85100-290	746.36
94954	01/21/2020	HEARTLAND BUSINESS SYST	352831-H	UNITRENDS BACKUP SOFTWARE	63-03-82000-290	746.36
94954	01/21/2020	HEARTLAND BUSINESS SYST	352832-H	SINGLE WIRE SUPPORT	61-01-92300-290	429.60
94954	01/21/2020	HEARTLAND BUSINESS SYST	352832-H	SINGLE WIRE SUPPORT	62-02-85100-290	429.60
94954	01/21/2020	HEARTLAND BUSINESS SYST	352832-H	SINGLE WIRE SUPPORT	63-03-82000-290	429.60
94954	01/21/2020	HEARTLAND BUSINESS SYST	353226-H	FLEX SERVICES - HRS TO USE	61-01-92300-290	3,000.00
94954	01/21/2020	HEARTLAND BUSINESS SYST	353226-H	FLEX SERVICES - HRS TO USE	62-02-85100-290	3,000.00
94954	01/21/2020	HEARTLAND BUSINESS SYST	353226-H	FLEX SERVICES - HRS TO USE	63-03-82000-290	3,000.00
Total 94954:						23,431.20
94958	01/21/2020	LAWSON PRODUCTS INC	9307243420	WATERMAIN PARTS	61-01-67300-390	183.12
Total 94958:						183.12
94961	01/21/2020	MCPMAHON	0916932	CONSTRUCTION SVCS MISTY POND	63-00-10700	531.00
94961	01/21/2020	MCPMAHON	0916933	WETLAND WATER BALANCE-WHISPERING GROVE	63-03-82000-210	1,182.00
Total 94961:						1,713.00
94963	01/21/2020	MID-AMERICAN RESEARCH C	0683408-IN	LIFT STATION MAINTENANCE PRODUCTS	62-02-83200-390	537.00

Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
61					
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-TRI CITY GLASS AND DOOR IDOOR SEAL FOR TOWN HALL WATE	61-01-67200-349	21.59
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-NAPA AUTO PARTSMOTOR TUNE UP/OIL FOR GENERATOR AT BO	61-01-63100-360	28.47
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-FIRST SUPPLY LLC #1010MISC PARTS FOR WATER DEPARTMENT	61-01-67500-390	332.50
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-FERGUSON WTRWRKS #14761-1/4 TAP CURB BX LID W/PLUG	61-01-67500-390	297.80
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-THE HOME DEPOT #49031-1/4" RIGID COUPLING THREADED	61-01-67500-390	21.18
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-FIRST SUPPLY LLC #10101-1/4 BLACK COUPLING	61-01-67500-390	75.90
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-FERGUSON WTRWRKS #1476PARTS FOR WATER LATERAL CONN	61-01-67300-390	371.19
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-FERGUSON WTRWRKS #14763/4 - 5/8 WATER METER COUPLINGS	61-01-66300-390	300.48
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-CORE & MAIN LP 249METER RADIOS (CAPITOL EXPENSE)	61-00-34600	4,044.82
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-COMplete OFFICE OF WISCONPENS FOR DPW OFFICE	61-01-92100-310	14.12
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-LAWSON PRODUCTSSS FLAT WASHERS/SS HEX NUTS/SS HEX C	61-01-67300-390	204.42
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-CINTAS 60A SAPUNIFORMS SAN 1 DEPARTMENT	61-01-66500-291	40.12
12/31/2019	US BANK CREDIT CARD	USB-DEC19-2	CC-MCC INC3/4" DENSE CRUSHER RUN	61-01-67300-390	410.47
12/31/2019	US BANK CREDIT CARD	USB-DEC19-2	CC-CINTAS 60A SAPUNIFORMS SAN 1 DEPARTMENT	61-01-66500-291	26.39
12/31/2019	US BANK CREDIT CARD	USB-DEC19-3	CC-WI LAND INFO ASSNWLIA membership	61-01-93000-330	113.75
12/31/2019	US BANK CREDIT CARD	USB-DEC19-3	CC-CLEAN WATER TESTING LLCWATER TESTING SERVICES	61-01-67300-390	144.00
12/31/2019	US BANK CREDIT CARD	USB-DEC19-3	CC-CLEAN WATER TESTING LLCWATER TESTING SERVICES	61-01-67300-390	128.00
12/31/2019	US BANK CREDIT CARD	USB-DEC19-4	CC-CINTAS 60A SAPUNIFORMS SAN 1 DEPARTMENT	61-01-66500-291	26.39
12/31/2019	US BANK CREDIT CARD	USB-DEC19-5	CC-CINTAS 60A SAPUNIFORMS SAN 1 DEPARTMENT	61-01-66500-291	26.39
12/31/2019	US BANK CREDIT CARD	USB-DEC19-6	CC-CLEAN WATER TESTING LLCWATER TESTING SERVICES	61-01-67300-390	128.00
12/31/2019	US BANK CREDIT CARD	USB-DEC19-6	CC-LAWSON PRODUCTSSS FLAT WASHERS/SS HEX NUTS/SS HEX C	61-01-67300-390	279.02
12/31/2019	US BANK CREDIT CARD	USB-DEC19-6	CC-WI LAND INFO ASSNWLIA membership	61-01-93000-330	217.25

Total 191231200:

7,252.25

Total 61:

7,252.25

62					
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-MENARDS APPLETON WEST WIPARTS FOR BERG LIFT STATION R	62-02-83200-390	15.21
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-MENARDS APPLETON WEST WIRODENT CONTROL SUPPLIES FO	62-02-83200-390	18.99
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-THE HOME DEPOT #4903PARTS FOR CAPITOL DR LIFT STATION	62-02-83200-390	77.95
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-GRAINGERLIGHTS FOR HERITAGE LIFT STATION	62-02-83200-390	172.42
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-NAPA AUTO PARTSPUMP REPAIR	62-02-83200-390	12.48
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-EXCEL AUTOMATION LLCPARTS FOR CAPITOL DR LIFT STATION	62-02-83200-390	173.21
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-PAYPAL *EBAY DUIZHENGMAOBULB FOR SPOTLIGHT ON SEWER	62-02-82700-340	13.15
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-BATTERIES PLUS #0502BATTERIES FOR TELEMETRY IN LIFT STAT	62-02-83200-390	65.85
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-MILLS FLEET FARM 100GRAB HOOK	62-02-83200-390	24.96
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-THE HOME DEPOT #4903MISC TOOLS FOR DPW SHOP	62-02-82700-340	45.89
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-GRAINGER25FT CHAIN	62-02-83200-390	169.11
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-THE HOME DEPOT #4903PARTS FOR WILLIAMS STREET LIFT STA	62-02-83200-390	14.49
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-COMplete OFFICE OF WISCONPENS FOR DPW OFFICE	62-02-85100-310	14.12
12/31/2019	US BANK CREDIT CARD	USB-DEC19-2	CC-CINTAS 60A SAPUNIFORMS SAN 2 DEPARTMENT	62-02-82700-291	40.13
12/31/2019	US BANK CREDIT CARD	USB-DEC19-2	CC-CINTAS 60A SAPUNIFORMS SAN 2 DEPARTMENT	62-02-82700-291	26.40
12/31/2019	US BANK CREDIT CARD	USB-DEC19-3	CC-1-1/2 M/HOLE RISER	62-02-83100-390	468.00
12/31/2019	US BANK CREDIT CARD	USB-DEC19-3	CC-WI LAND INFO ASSNWLIA membership	62-02-85100-330	113.75
12/31/2019	US BANK CREDIT CARD	USB-DEC19-4	CC-CINTAS 60A SAPUNIFORMS SAN 2 DEPARTMENT	62-02-82700-291	26.40
12/31/2019	US BANK CREDIT CARD	USB-DEC19-5	CC-CINTAS 60A SAPUNIFORMS SAN 2 DEPARTMENT	62-02-82700-291	26.40
12/31/2019	US BANK CREDIT CARD	USB-DEC19-7	CC-WI LAND INFO ASSNWLIA membership	62-02-85100-330	20.50
12/31/2019	US BANK CREDIT CARD	USB-DEC19-9	CC-KALAHARI RESORT - WI ECOMtraining in 2020	62-02-85100-330	119.00
12/31/2019	US BANK CREDIT CARD	USB-DEC19-9	CC-UWSP - PAYMENTuwsp	62-02-85100-330	77.75

Total 191231200:

1,736.16

Total 62:

1,736.16

Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
63					
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-PAYPAL *FOXWOLFWATENEWSC MEMBER FOR MS4 MANAGER M	63-03-82000-330	55.00
12/31/2019	US BANK CREDIT CARD	USB-DEC19-1	CC-COMPLETE OFFICE OF WISCONPENS FOR DPW OFFICE	63-03-82000-310	14.12
12/31/2019	US BANK CREDIT CARD	USB-DEC19-3	CC-WI LAND INFO ASSNWLIA Membership	63-03-82000-330	113.75
12/31/2019	US BANK CREDIT CARD	USB-DEC19-9	CC-UWSP - PAYMENTuwsp	63-03-82000-330	217.25
Total 191231200:					400.12
01/03/2020	PSN	207653	DEC BILLING	63-03-82000-290	49.95
Total 200103002:					49.95
Total 63:					450.07
Grand Totals:					9,438.48

Angie Cain, Secretary: _____

Date: _____



AGENDA REQUEST
1/21/2020

TOPIC: 3-Year Service Agreement with Primadata for outsourcing utility bills.

<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 1
Department Reporting: Public Works	Submitted By: Katie Schwartz, P.E., Director P.W.

ISSUE: Shall the Sanitary Commission approve a 3-Year Service Agreement with Primadata for outsourcing utility bills.

BACKGROUND/ANALYSIS:
 The Public Works Department sends out a monthly average of 5,000 utility bills which takes approximately 10 hours of staff time per month. In addition, in 2020 a project for the Municipal Complex was approved to enclose the printing/insertion equipment on the 1st floor, due to noise concerns, at an estimated cost of \$7,900.

Staff reached out to surrounding communities for references and researched four bill outsourcing companies to determine if it could be more cost effective to have an outside vendor provide this service. Monthly fees ranged from \$2,315 to \$4,025. In comparison, the internal monthly cost of utility billing is \$2,672.30. The contract with Primadata is for an average monthly cost of \$2,315. This is approximately the same amount as it currently costs for our materials and equipment only (excluding labor).

The Town attorney made several recommendations for the draft service contract with Primadata that are reflected in the final agreement. As part of this agreement, Primadata has agreed to waive the \$3,420 initial one-time set-up fee as long as the Agreement is not terminated without cause in the first 18-months. The anticipated "go-live" date is March 1, 2020. All reference checks involving Primadata were positive and included Little Chute, Beaver Dam, and Kiel. If the outsourcing project is approved the printing/insertion equipment enclosure project would not be necessary, saving additional costs for the Town.

RECOMMENDATION: Staff recommends approval of the 3-Year Service Agreement with Primadata for outsourcing utility bills.

FISCAL IMPACT: BUDGET
 Costs have been budgeted for within the GL for 2020 of SAN 1/2/3 & East Side Utility Districts.

ATTACHMENTS:
 Attachment No. 1 - 3-Year Service Agreement with Primadata for Utility Bill Outsourcing

March 1, 2020

3 Year Service Agreement Primadata/Town of Grand Chute

Project Name: Utility Bills

Primadata, LLC (“Service Provider”) will supply, and the Town of Grand Chute (“Customer”) will accept exclusively from Service Provider all of the Service Items listed in the text of this Agreement. Customer agrees to pay Service Provider for all services rendered on a net thirty (30) basis. Customer warrants that it is not subject to any existing Agreement for the processing services described within this Agreement. Service Provider guarantees that it will provide print and mail services based on services described within the contents of the Agreement.

Customer agrees and acknowledges the following as an Agreement to services rendered for the period of three (3) years with a one (1) year extension option. Sixty (60) day prior notice is required for forfeiture of one (1) year extension option. If Customer believes Service Provider has consistently failed to provide quality of goods and services as described within the Agreement, Customer may terminate this Agreement without penalty provided that Customer first gives Service Provider written notice detailing such service deficiencies and if Service Provider fails to resolve such deficiencies within sixty (60) days after notice. Customer can terminate the Agreement, without cause, providing a sixty (60) day notice, without penalty, if termination date is after the first eighteen (18) months of the Agreement date above. If termination date is in the first eighteen (18) months of the Agreement date above, the waived setup charge will apply. Customer concerns shall be presumed resolved unless Customer gives Service Provider a second written notice detailing the continuing deficiencies within ten (10) days after the expiration of such sixty (60) day resolution period. Customer may then cancel this Agreement provided that all previous balances due to Service Provider are paid, for all services rendered.

Service Provider assumes there will be one (1) mail stream, with no splits, multiple mail groups, or stock changes. The quoted statements would be a monthly statement run and is requiring a three (3) year processing commitment between all Parties.

Service Provider will invoice this project on a monthly basis. The full scope of work is laid out below and priced according to the previously received quote from Service Provider. In addition, the attached Implementation Plan (Schedule A) has additional job specs and details.

Scope of Work

<u>Item</u>	<u>Description</u>
PROCESSING Utility Bills	SETUP/PRINT/FOLD/INSERT/METER/MAIL Print Black 1/0 on Service Provider 8.5x11 - 24# white stock inserted into Service Provider #10 double window envelopes
Delivery Service	First Class Presort Mail Electronic submission of Paperwork & Deliver to Post Office

Item	Price / Description
Initial One Time Setup	\$3,420.00 (Waived, as long as Agreement isn't terminated, without cause, in the first eighteen (18) months of the Agreement date above.)
Statement Page 1	\$0.08/each – based on 5,200 records
Additional Images	\$0.04/image
Flat	\$0.50/each – Additional cost per piece of 9x12 (includes the cost of envelope)
Inserting - Service	\$0.015/each – Physical inserts, can be selective
Minimum Charge	\$125.00 – Minimum charge for each job run
Inserting - Printing	To be quoted at time of production, price is based on spec of insert
Postage	Postage as incurred and invoiced separately, requires postage account to be setup.

Optional Services

Messages (On-serts)	\$0.00/each (as long as message fits message area)
Special Pulls	\$15.00/run

Notes

- 1) Optional Services are not included in the total cost.
- 2) As of July 1 1998, all addresses on any discount rate first class mail must have been exposed to NCOA updating or ancillary endorsement readings on the outer front read area of the mailing envelopes.
- 3) Any provided stock must be pre-authorized to meet equipment specifications.
- 4) Any developmental program work not listed in the specifications or the quote, but necessary for the job, will be billed accordingly. Programming services for calculation and lookup tables, custom reports multiple versions, author changes, non-standard data, etc. are charged at **\$125.00** per hour.
- 5) Postage prices are subject to change according to USPS.
- 6) In the event that cost of materials increases by at least 6% during the duration of the agreement, Service Provider reserves the right to review pricing and discuss any potential needed price adjustments with Customer.

Production schedules

Production schedules will be established and followed by both the Customer and Service Provider. In the event that production schedules are not adhered to by the Customer, delivery dates will be subject to renegotiations. There will be no liability or penalty for delivery due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the Service Provider. In such cases, schedules will be extended by an amount of time equal to delay incurred.

Alterations/Corrections

Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the Service Provider's current rates.

Customer Furnished Materials

Materials furnished by Customer or their suppliers are verified by delivery tickets. The Service Provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by the Service

Provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the Customer must be usable by the Service Provider without alteration or repair. Items not meeting this requirement will be repaired by the Customer, or by the Service Provider at the Service Provider's current rates.

Outside Purchases

Unless otherwise agreed in writing, all outside purchases as requested or authorized by the Customer, are chargeable.

Terms/Claims/Liens

Payment is net thirty (30) calendar days from date of invoice. Claims for defects, damages or shortages must be made by the Customer in writing no later than ten (10) calendar days after services are rendered. If no such claim is made, the Service Provider and the Customer will understand that the job has been accepted. Postage invoices will be sent by Service Provider after each mailing. Payment terms for postage invoices is "due on receipt".

Storage/Warehousing

The Service Provider will retain tangible paper materials until the related end product has been accepted by the Customer. The Service Provider is not liable for any loss or damage to stored material beyond what is recoverable by the Service Provider's fire and extended insurance coverage. Any unused tangible paper materials will be returned to Customer, at Customer's expense, or destroyed upon termination of the Agreement.

Security

Services included in this Agreement may or may not involve the transfer of nonpublic personal information between the Parties. This information is the property of Customer and will be used only for the purposes set forth in this Agreement. All information will be rendered with a high degree of care to protect the security, integrity and confidentiality of the information. All information will either be returned to Customer or destroyed (not retained) upon completion of the work or, in any event, upon termination of the Agreement.

Under some limited circumstances, the further transfer of information may be needed to accomplish the purposes for which Customer has contracted Service Provider. If a transfer of the information by Service Provider to a third party is required and permitted, Service Provider agrees that:

- a. Customer is not a party to the Agreement with the third party.
- b. Service Provider will use caution and prudence in the selection of responsible third parties as permitted under this term.
- c. Service Provider will obtain an Agreement from the third party it selects that the third party will use a high degree of care to protect the security, integrity and confidentiality of the information, use the information only for the purposes agreed upon, not transfer the information further, return or destroy the information to Service Provider upon either the completion of the work, or in any event, not later than the termination of the Agreement for services.

Any and all information disclosed by Customer shall be deemed to be confidential information. Service Provider shall not use Customer information for any purpose other than as reasonably necessary to fulfill the terms of this Agreement, and shall not disclose Customer information, or any non-public personal information of Customer's utility service users, to any third party person without the prior written consent of Customer. Service Provider shall not make Customer information available to any employees, contractors, or agents of Service Provider except those

with a need to know. Service Provider shall implement appropriate measures to ensure the security and confidentiality of all Customer information in its possession from time to time, including protecting against any anticipated threats or hazards to the security or integrity of the Customer information. Upon written and reasonable notice from Customer to Service Provider, Service Provider will provide access to Service Provider premises during regular business hours to audit compliance with this section. Upon written request from Customer, Service Provider shall supply, from time to time, written certification of compliance with this section. Service Provider agrees to take appropriate action for all security breaches, including but not limited to, incidents of unauthorized access to or misuse of any Non-Public Personal Information (as these terms are defined in the Privacy Regulations issued pursuant to the Gramm-Leach-Bliley Act), and shall notify Customer of any such security breach immediately, not to exceed twenty four (24) hours from time of discovery. In addition, Service Provider agrees to observe applicable state and federal law in the use and retention of confidential information. The Parties agree that this is a material term of the Agreement.

Liability

The Service Provider's liability will be limited to the replacement of, and postage for, any errors in billing, printing, storing, sorting and mailing of statements or loss of inserts to the statements, and the costs, expenses, and fees, if any, incurred by Customer for correction and/or remediation of such errors. The loss of Private Member Data due to a breach, whether internal or external, can cause severe reputation damage to both the Service Provider and the Customer. Service Provider will maintain Cyber Liability insurance coverage in the amount of at least \$1,000,000 to aid in rectifying and repairing member and Customer confidence. To help limit the effects of a breach, Service Provider will remove all Customer's data from their systems (including backup systems) within one hundred twenty (120) days of mailing of the statements. This includes data files and all files generated for each specific print job. Customer retains the right to audit Service Provider with twenty four (24) hour notice to determine compliance with this provision. Service Provider and Customer agree to notify each other in a timely manner should either become aware of a data breach.

Limitation of Liability with Respect to City

Notwithstanding any other article herein to the contrary, this Agreement shall not be construed in any way so as to waive the City's immunity from liability and/or limitation of damages as set forth within any Federal, State, or local statute, ordinance, rule or regulation including, but not limited to, the limits of liability, and statute of limitations, as set forth within Section 893.80 through 893.82 of the Wisconsin State Statutes.

Dispute Resolution

The Parties will attempt to resolve any dispute or claim arising from or in connection with this Agreement by appropriate internal means, including referral to each Parties senior management. Before either Party may bring any action or other proceeding, such Party will promptly notify the other Party in writing of the dispute or claim. No action will be brought until: (a) the respective key personnel for each Party conduct a study of the dispute or claim; (b) a meeting between the Parties, including at least one representative of senior management, is held at a mutually convenient time and place as soon as practicable to try to resolve the dispute; and (c) if after such meeting takes place, one of the Parties sends a letter to the other stating it is unable to resolve the matter in dispute. Thereafter, the Parties may, by mutual consent, seek to resolve any disputes by the use of mediation and/or binding or non-binding arbitration. Unless the Parties agree otherwise in writing, neither Party waives its right to seek the remedies otherwise available to it under this Agreement by pursuing alternative dispute resolution such as mediation or arbitration.

Recognition B: Parties of Adequacy of Terms of Agreement

The Parties agree that their negotiations have led each Party to an understanding of the business needs and requirements of the other Party in connection with the services to be provided under this Agreement. Each of the Parties acknowledges that the terms of this Agreement adequately define and provide for its business needs and requirements in connection with the services to be provided under this Agreement.

Relationship of the Parties

No employment, partnership, or agency relationship or joint venture is created by reason of this Agreement. Neither Party is authorized to bind the other to any Agreement or contract with any third party.

Assignment Agreement for Benefit of Parties Only

This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their successors and permitted assigns. Notwithstanding the above, neither Party may assign this Agreement without the prior written consent of the other Party. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their successors and permitted assigns.

Entire Agreement: Amendment: Waiver

Each of the Parties acknowledges that it has reviewed this Agreement and understands its terms and conditions. This Agreement (including the Attachments) represents the complete understanding of the Parties with respect to the matters set forth in this Agreement and supersedes any and all previous representations, statements, or promises, whether verbal or in writing. The Parties specifically affirm the limitations in respect of warranties and remedies set forth in this Agreement and agree that no other warranties or promises have been made except for such express warranties made. This Agreement may not be modified, altered, amended, or changed except by mutual agreement of the Parties in writing. No failure by either Party to insist upon strict performance of any term of this Agreement will act as a waiver of such Parties right to upon strict performance of such term at a later time or to insist upon strict performance of any other term of this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin as if it were negotiated, executed and performed entirely within the State of Wisconsin. The jurisdiction and venue for any dispute under this agreement shall be the circuit court for Brown County, State of Wisconsin.

Notices

All notices and other communications required or permitted by this Agreement shall be in writing and will be effective when delivered to the addresses for the Parties set forth in the first paragraph of this Agreement by hand or by a nationally recognized overnight courier services (costs prepaid).

Counterparts: Electronic Signatures

This Agreement may be executed in any number of counterparts, and each shall be deemed an original with all such counterparts constituting one and the same instrument. A manual signature on this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Town of Grand Chute

By: _____

Print Name: _____

Title: _____

Date: _____

Primadata, LLC

By:  _____

Print Name: Steve Hurning

Title: CFO

Date: 01/06/2020



AGENDA REQUEST
1/21/2020

TOPIC: Revised Preliminary Resolution SD3-02-2019, declaring intent to exercise special assessment powers under Chapter 66, Police Powers, Wis. Stats., 2017-18 as amended for storm sewer installation - W. Evergreen Drive - RR to N. Gillett Street.

<input type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/> Reports <input type="checkbox"/> Closed Session <input checked="" type="checkbox"/> Ordinance/Resolution	Meeting: Sanitary District 3
Department Reporting: Public Works	Submitted By: Katie Schwartz, Director P.W.

ISSUE: Shall the Sanitary Commission approve Revised Preliminary Resolution SD3-02-2019, declaring intent to exercise special assessment powers under Chapter 66, Police Powers, Wis. Stats., 2017-18 as amended for storm sewer installation - W. Evergreen Drive - RR to N. Gillett Street.

BACKGROUND/ANALYSIS:
 TBR-03-2019 and SD3-02-2019 are the preliminary resolutions previously approved to special assess for the street urbanization and storm sewer installation of W. Evergreen Drive from the railroad to N. Gillett Street. The corridor is currently in design and construction will be in 2020. These preliminary resolutions did not include parcels 101063109 or 101063108; however, these parcels do have access to Evergreen Drive via a private driveway easement and have been added to the assessment area via the proposed revised resolutions.

From the railroad to N. Gillett Street the proposed typical section will be 37-feet wide measured from back-to-back of curb. A 10-foot wide asphalt trail will be included along the north side of the roadway. This will include the urbanization of the existing section of Evergreen Drive as well as the extension of Evergreen Drive to the railroad crossing. The existing portion of Evergreen Drive is currently a 950-foot segment of rural roadway that was last paved in 1996. Storm sewer will be added along the entire project. Level 2 street lighting will be installed per the Town's Street Lighting Policy for urban collector streets - 30-foot poles with cobra fixtures. A public informational meeting was held on July 23, 2019.

The special assessment methodology based on front footage was approved at the January 7, 2020 Town Board meeting. Parcels 101063109 and 101063108 were included with this methodology. As you know, all but one parcel in the mapped preliminary resolution area is part of TID #2 - 101063105, apartments owned by HCA Properties LLC (parcel #10 on the attached exhibit map). This project has been included in the Town's 2020 CIP budget and special assessments will be levied in accordance with the Town's Special Assessment Policy.

RECOMMENDATION: Staff recommends to approve Revised Preliminary Resolution SD3-02-2019, declaring intent to exercise special assessment powers under Chapter 66, Police Powers, Wis. Stats., 2017-18 as amended for storm sewer installation - W. Evergreen Drive - RR to N. Gillett Street.

FISCAL IMPACT: CIP

Construction costs will be developed and included as part of the 2020 CIP process. With the exception of parcel 101063105 all properties are within the boundaries of TID #2. Parcel 101063105 is able to finance the assessments with the Town for up to 10 years at the current bond rate plus 2%. Expenses will be recorded in TID 2/CIP and funded with future debt.

ATTACHMENTS:

Attachment No. 1 - Revised SD3-02-2019 and exhibits

**TOWN OF GRAND CHUTE
SANITARY DISTRICT NO. 3
(OUTAGAMIE COUNTY, STATE OF WISCONSIN)
REVISED RESOLUTION SD3-02-2019**

**W. EVERGREEN DRIVE
(RR to N. Gillett Street)**

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

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

- 1. The Sanitary District Commission hereby declares its intention to exercise its police power under Section 66.0703(1)(b), Wis. Stats., 2017-18 as amended, to levy special assessments upon property within the following described area and map as shown on Exhibit "A" and "B" for benefits conferred upon such property by improvement of the following:**
 - I. Improvements**
 - A. Storm Sewer Installation**
 - II. Location of Improvement**
 - A. Located in Section 10, T21N, R17E**
- 2. The total amount assessed against such improvements shall not exceed the total cost of the improvements. The Sanitary District Commission determines that such improvements shall be made under and shall constitute a valid exercise of its police power, for the health, safety, and general welfare of the town and its inhabitants.**
- 3. The amount assessed against each parcel shall be on a cost per front foot, area, or unit cost basis, and the amount assessed against each property shall be reasonable considering construction costs, related engineering, contingency, and administrative costs.**
- 4. The assessments against any parcel may be paid in cash or in the number of installments as outlined in the Special Assessment Policy and according to the Final Resolution of the Sanitary District Commission.**
- 5. The Sanitary District's engineer is directed to prepare a Report consisting of:**
 - A. Plans and specifications of said improvements**
 - B. A summary of the entire cost of the proposed improvements**
 - C. A statement that the property against which the assessments are proposed is benefitted and a schedule of proposed assessments showing the properties, which are benefitted by the work or improvement**

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

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

Passed and approved this _____ day of _____, 2020

SANITARY DISTRICT NO. 3

By: David A. Schowalter
President

By: Angie Cain
Secretary

EXHIBIT A

ASSESSMENT DESCRIPTION

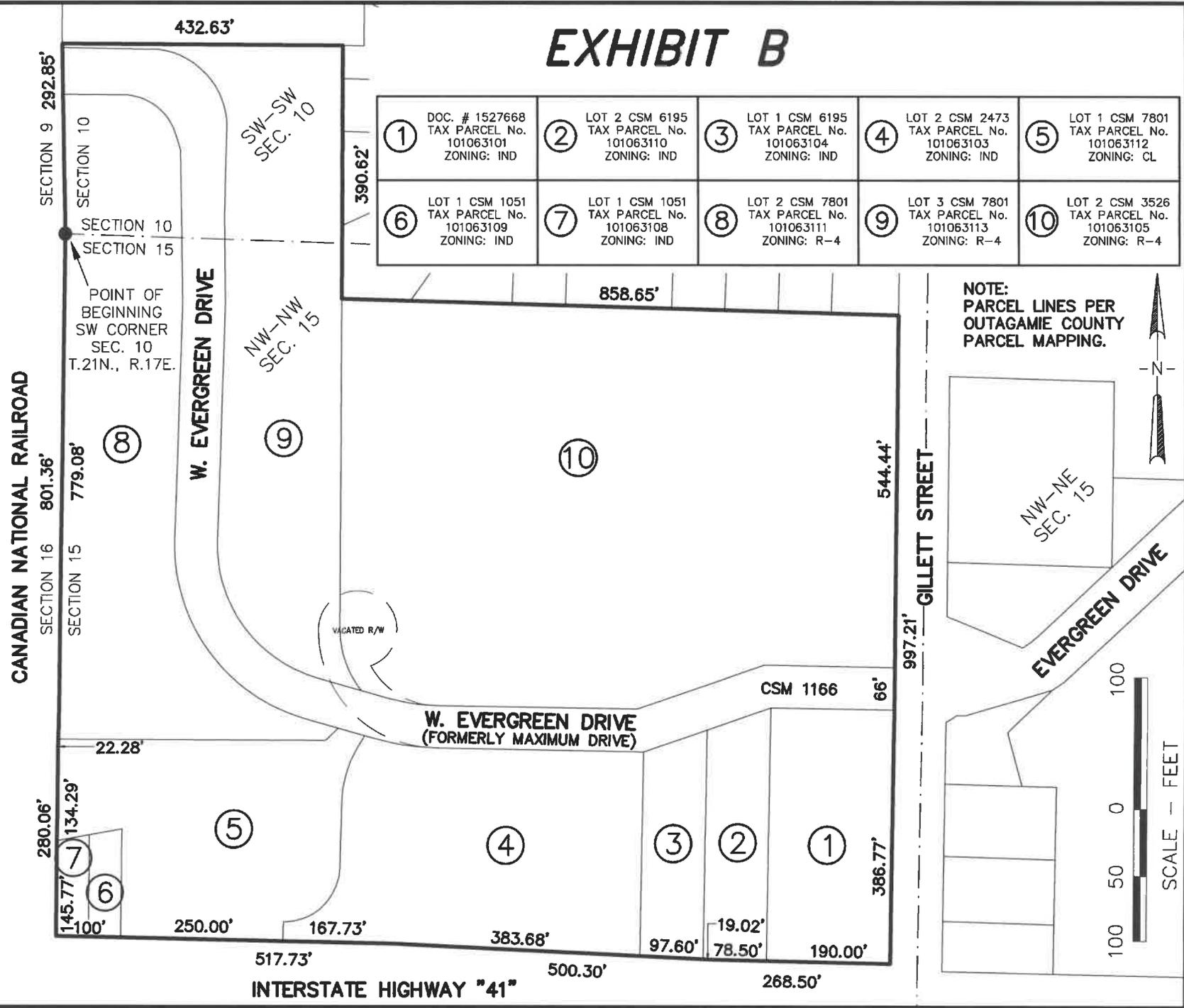
Evergreen Drive Preliminary Resolution Legal Description

McM. No. G0006-8-19-00201.00.01

Lot 1 CSM 1051 recorded in Volume 6 CSMs on Page 1051 as Document Number 1014782,
CSM 1166 recorded in Volume 6 CSMs on Page 1166 as Document Number 1024926,
Lot 2 CSM 2473 recorded in Volume 13 CSMs on Page 2473 as Document Number 1181749,
Lot 2 CSM 3526 recorded in Volume 18 CSMs on Page 3526 as Document Number 1332813,
Lots 1 and 2 CSM 6195 recorded in Volume 36 CSMs on Page 6195 as Document Number 1885569,
Lots 1, 2, and 3 CSM 7801 recorded as Document Number 2171121,
and part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, T21N, R17E,
All located in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 10 and the Northwest $\frac{1}{4}$ of the Northwest
 $\frac{1}{4}$ of Section 15, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin, more fully described
as follows:

Beginning at the Southwest corner of said Section 10;
Thence Northerly, 292.85 feet along the West line of CSM 7801 to the Northwest corner thereof;
Thence Easterly, 432.63 feet along the North line of said CSM 7801 to the Northeast corner thereof;
Thence Southerly, 390.62 feet along the East line of said CSM 7801 to the Northwest corner of Lot 2 of
said CSM 3526;
Thence Easterly, 858.65 feet along the North line of said Lot 2 of CSM 3526 to the Northeast corner
thereof and the West right-of-way line of Gillett Street;
Thence Southerly, 997.21 feet along said West right-of-way line of Gillett Street to the North right-of-
way line of Interstate 41;
Thence Westerly, 268.50 feet along the said North right-of-way line to an angle point on the South line
of said Lot 2 CSM 6195;
Thence Westerly, 500.30 feet along said North right-of-way line and along the South lines of Lots 1 and 2
CSM 6195 and Lot 2 CSM 2473 to an angle point in CSM 2473;
Thence Westerly, 517.73 feet along said North right-of-way line and said South lines of Lot 2 CSM 2473
and Lot 1 CSM 7801 and Lot 1 CSM 1051 to the Southwest corner of said Lot 1 of CSM 1051;
Thence Northerly, 280.06 feet along the West lines of Lot 1 CSM 1051 and Lot 1 CSM 7801 to an angle
point;
Thence Northerly, 801.36 feet along the West lines of said Lot 1 and 2 CSM 7801 to the Point of
Beginning.

EXHIBIT B



① DOC. # 1527668 TAX PARCEL No. 101063101 ZONING: IND	② LOT 2 CSM 6195 TAX PARCEL No. 101063110 ZONING: IND	③ LOT 1 CSM 6195 TAX PARCEL No. 101063104 ZONING: IND	④ LOT 2 CSM 2473 TAX PARCEL No. 101063103 ZONING: IND	⑤ LOT 1 CSM 7801 TAX PARCEL No. 101063112 ZONING: CL
⑥ LOT 1 CSM 1051 TAX PARCEL No. 101063109 ZONING: IND	⑦ LOT 1 CSM 1051 TAX PARCEL No. 101063108 ZONING: IND	⑧ LOT 2 CSM 7801 TAX PARCEL No. 101063111 ZONING: R-4	⑨ LOT 3 CSM 7801 TAX PARCEL No. 101063113 ZONING: R-4	⑩ LOT 2 CSM 3526 TAX PARCEL No. 101063105 ZONING: R-4

**NOTE:
PARCEL LINES PER
OUTAGAMIE COUNTY
PARCEL MAPPING.**

SCALE - FEET