



Village of

# *Little Chute*

## AGENDA

### LITTLE CHUTE VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING

PLACE: Little Chute Village Hall  
DATE: Wednesday, February 8, 2017  
TIME: 6:00 p.m.

- A. Call to Order
  - B. Roll Call
  - C. Public Appearance for Items Not on the Agenda
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- 1. Approval of Minutes  
*Minutes of the Regular Board Meeting of February 1, 2017*
  - 2. Action—Diamond Club Indoor Facility
  - 3. Presentation—Fox Wolf Watershed Alliance—TMDL Update from Executive Director Jessica Schultz
  - 4. Presentation—Engineering Staff Capabilities from the Engineering Department
  - 5. Unfinished Business
  - 6. Items for Future Agendas
  - 7. Adjournment

Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made with as much advance notice as possible to the Clerk's Office at 108 West Main Street, (920) 423-3852 or email [laurie@littlechutewi.org](mailto:laurie@littlechutewi.org).

Prepared: February 3, 2017

**MINUTES OF THE REGULAR BOARD MEETING OF FEBRUARY 1, 2017**

**Call to Order:** President Vanden Berg called the Regular Board Meeting to Order at 6:00 p.m.

**Pledge Allegiance to the Flag**

President Vanden Berg led members in the reciting of the Pledge of Allegiance.

**Roll call of Trustees**

PRESENT: Michael Vanden Berg, President  
Larry Van Lankvelt, Trustee  
John Elrick, Trustee  
David Peterson, Trustee  
James Hietpas, Trustee  
Bill Peerenboom, Trustee  
Skip Smith, Trustee

**Roll call of Officers and Department Heads**

PRESENT: James Fenlon, Village Administrator  
Jim Moes, Community Development Director  
Laurie Decker, Village Clerk  
Teri Matheny, Finance Director  
Adam Breest, Director of Parks, Recreation and Forestry  
Erik Misselt, Fox Valley Metro Police Department Police Chief  
Tyler Clairingbole, Village Attorney  
Angela Schneider, Interim Library Director  
Interested Citizens  
EXCUSED: Jeff Elrick, Public Works Director

**Public Appearance for Items Not on the Agenda**

None

**Approval of Minutes**

Minutes of the Committee of the Whole Meeting of January 25, 2017

*Moved by Trustee Smith, seconded by Trustee Peterson to Approve the Minutes of the Committee of the Whole Meeting of January 25, 2017*

Ayes 7, Nays 0 – Motion Carried

**Department and Officers Progress Reports**

Departments and Officers provided progress reports to the Board.

**Operator License Approvals**

Gerarden, Connie  
Miller, Megan

Super 41 Shell  
5<sup>th</sup> Quarter

Green Bay  
Green Bay

*Moved by Trustee Smith, seconded by Trustee Van Lankvelt to Approve the Operator Licenses as presented*

Ayes 7, Nays 0 – Motion Carried

**Discussion/Action—Diamond Club Indoor Facility**

Administrator Fenlon thanked everyone for coming to the meeting. He introduced the Diamond Club who will go over questions and comments regarding the indoor facility. He also noted that the goal of tonight is to determine if the village wants to move forward with this indoor facility. Layton Meyers spoke on behalf of the baseball players and would like the board to approve this facility so there is a place for the youth to practice. John Elrick, President of the Diamond Club, stated that they would like to partner with the Village of Little Chute to create a new space to use and grow our community for at least another generation

of residents and kids. The building has a 50 plus year life and possibly more if it is well maintained and will be insulated. Construction will begin in the spring and occupy in the fall and lease to the village by January 1, 2018. He presented options for masonry to have the building look more pleasing. Director Breest stated there would be opportunities for new programs for Park and Rec. and this building will be utilized. Dan Hurst from 1901 Maplewood Dr. had questions regarding building size, value and worth. He feels the building is taking away green space and doesn't like the appearance of the metal building. There were questions on who would own the building at the end of 10 years, how to fund the building and details of the lease. The board was not ready to make a decision and this item will be placed on next week's agenda.

**Resolution:**

Adopt Resolution No. 6, Series 2017 Releasing a Storm Sewer Easement on Property Owned by Van Zeeland Rev Trust

*Moved by Trustee Peerenboom, seconded by Trustee Elrick to Approve Resolution No. 6, Series 2017 Releasing a Storm Sewer Easement of Property Owned by Van Zeeland Rev Trust*

Ayes 7, Nays 0 – Motion Carried

**Action—Adopt A Healthy Little Chute Initiative**

*Moved by Trustee Elrick, seconded by Trustee Smith to Approve "A Healthy Little Chute" Initiative*

Ayes 7, Nays 0 – Motion Carried

**Discussion—Outagamie County Landfill**

Administrator Fenlon attached the 2005 Intergovernmental Agreement and specifically wanted to go over section 7.0 which deals with compensation to municipalities. By doing the annexation, the village's portion is kept high. Director Moes stated that by having the landfill within Little Chute boundaries it gives the village more control with zoning issues and assessments. The advantage is Little Chute gains a larger percentage of reimbursable costs if it does the annexation. Water lines are already serving that area. There was no opposition to the annexation. The village is waiting to receive the signed petition from County before taking any steps forward.

**Discussion/Action—Personnel Manual Additions/Corrections**

Administrator Fenlon stated that after a year of implementation of the new personnel manual, staff in every department has run into items that are ambiguous, unique or simply need clarifications. These items are to clarify and clean up the manual.

*Moved by Trustee Elrick, seconded by Trustee Peerenboom to Approve the Personnel Manual Additions/Corrections as Presented*

Ayes 7, Nays 0 – Motion Carried

**Disbursement List**

*Moved by Trustee Peerenboom, seconded by Trustee Smith to Approve Disbursement List and Authorize the Finance Director to pay all vendors*

Ayes 7, Nays 0 – Motion Carried

**Call for Unfinished Business**

Downtown Decorations

**Items for Future Agendas**

None

**Adjournment**

*Moved by Trustee Smith, seconded by Trustee Peterson to Adjourn the Regular Board Meeting at 8:08 p.m.*

Ayes 7, Nays 0 - Motion Carried

**VILLAGE OF LITTLE CHUTE**

By: \_\_\_\_\_  
Michael R. Vanden Berg, Village President

Attest: \_\_\_\_\_  
Laurie Decker, Village Clerk

Village of Little Chute  
**REQUEST FOR VILLAGE BOARD CONSIDERATION**

**ITEM DESCRIPTION: Diamond Club Indoor Facility**

**PREPARED BY: James P. Fenlon, Administrator** 

**REPORT DATE: February 3, 2017**

**ADMINISTRATOR'S REVIEW/COMMENTS: ( See Below )**

**EXPLANATION:** To guide the discussion with regards to the proposal from the Diamond Club's Indoor Facility, I wanted to provide some background information and staff perspective. To start, it seems apparent from discussions with staff that if the Board would move forward on this opportunity, the most efficient use of resources would be to utilize unrestricted fund balance versus the private market. Once the decision on whether to move forward or not is made, we would need to discuss and finalize a ground lease agreement, a building lease agreement and then a promissory note agreement.

In order to better assist in giving you an idea of what those items would look like, the following is attached:

- Land Lease Agreement – This is simply draft at this time and there are items that staff, legal counsel and the Diamond Club would need to contribute to finalize a document like this.
- Promissory Note Agreement – This again is draft and at this time not final as staff, legal counsel and the Diamond club would need to finalize details.

**RECOMMENDATION:** Provided for discussion.

## PROMISSORY NOTE

FOR VALUE RECEIVED in the sum of Three Hundred Twenty Thousand Dollars (\$320,000), Little Chute Diamond Club, Inc. (herein "Maker"), hereby promises to pay to the order of Village of Little Chute (herein "Holder"), the sum of Three Hundred Twenty Thousand Dollars (\$320,000), together with interest thereon at one percent (1%) computed from \_\_\_\_\_, 2017.

Payments of interest and principal shall be made in equal monthly amounts amortized over a period of twenty (20) years with monthly payments of interest and principal, payable in the sum of One Thousand Five Hundred Seventy One Dollars and Sixty-six cents (\$1,471.66). The first payment shall be due and payable on \_\_\_\_\_, 2017 and subsequent payments are due on the 1<sup>st</sup> day of each month thereafter until fully paid and satisfied.

This Note is secured by a Real Estate Mortgage, Security Agreement, and UCC Financing Statement.

The Maker shall have the privilege of prepaying the full amount or any multiple thereof on any interest paying date, without penalty.

If default shall be made on the payment of principal or interest when the same becomes due, and said default continues for more then ten (10) days after written notice of such default is given by Holder to Maker (the "Cure Period"), the entire unpaid principal, together with interest, shall at the option of the Holder hereof, become at once due and payable without any further notice whatever (notice being hereby waived) such option to be exercised at any time after the ten (10) day Cure Period. Maker may cure the default within the ten (10) day Cure Period restoring all of Maker's rights hereunder.

All Makers, endorsers, sureties and guarantors agree to pay all costs of collection, including, to the extent not prohibited by law, reasonable attorneys' fees. Presentment, protest, demand and notice of dishonor are waived.

Without affecting the liability of any Maker, endorser, surety or guarantor, the Holder may, without notice, grant renewals or extensions, accept partial payments, release or impair any collateral security for the payment of this Note or agree not to sue any party liable on it.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

LITTLE CHUTE DIAMOND CLUB, INC.

BY: \_\_\_\_\_  
John S. Elrick, President

**GROUND LEASE  
FOR  
RECREATIONAL BUILDING**

This Ground Lease (herein "Lease") is made between Village of Little Chute (herein "Village"), and Little Chute, Diamond Club, Inc. (herein "Tenant"). The Village and Tenant may be referred to herein individually as "party" or collectively as "parties".

1. **Lease.** Village hereby leases to Tenant and Tenant hereby leases from Village the vacant land described below (herein "Land").

2. **Leased Land.** The Lands subject to this Lease is located at \_\_\_\_\_, Little Chute, Wisconsin, and includes approximately \_\_\_\_\_ square feet of Land depicted and described on **Exhibit A**.

3. **Term/Renewal/Termination.** The term of this Lease is forty (40) years beginning \_\_\_\_\_, 2017 and running through \_\_\_\_\_, 2057, unless earlier terminated in accordance with the terms of this Lease.

4. **Rent.** The rent shall be \$\_\_\_\_\_ per year, payable in one annual installment each year, in advance, beginning on the commencement date in paragraph 3 and due and payable on the anniversary of the commencement date each year thereafter.

5. **Assignment Prohibited.** This Lease, for all or any portion of the Land, shall not be assigned or sublet by the Tenant to any other party without the express written authorization of Village.

6. **Use.** The Land may be used by Tenant only for the following purposes:

- a) Construction of a building on the Land to be owned by Tenant based upon Tenant's own plans and specifications attached hereto as **Exhibit B**.
- b) The building constructed on the Land may only be used by Tenant for the promotion and facilitation of youth baseball in the Village and in support of such baseball activities, games, and tournaments played in the Village and outside of the Village.
- c) A portion of the building consisting of approximately \_\_\_\_\_ square feet may be leased to the Village for public purposes pursuant to a separate written Lease for Building Space between the Village and Tenant, in which Village will be tenant and Tenant will be landlord.

7. **Default by Tenant.** If the Tenant fails to pay rent when due, or fails to comply with any other term or condition of this Lease, or fails to comply with any term or condition as landlord in the Lease for Building Space with the Village, or fails to make payment when due to the Village

under any promissory note, or violates the terms of any mortgage or security agreement, granted by Tenant to the Village, and the failure continues more than thirty (30) days after notice is given by the Village to the Tenant of the nature of default and the requirements of Tenant necessary to cure such default, the Lease shall be deemed in default and the Village shall be entitled to the immediate possession of the Land, and additionally the Village may take ownership, possession, and control of the building and all improvements owned by Tenant in addition to all other rights and remedies available to Landlord in law or equity. Past due amounts hereunder shall bear interest at ten percent (10%) per annum.

8. **Maintenance of the Land.** The village reserves the sole and exclusive right to maintain that portion of the Land constituting the exterior grounds around the building, including but not limited to such things as lawn care, landscaping care, and snow removal.

9. **Ownership Reversion.** During the term of this Lease the building and all improvements installed on the land by Tenant are owned by the Tenant. Ownership of all site improvements, building improvements, fixtures, mechanical equipment, heating, electrical, ventilating, plumbing, and air conditioning equipment shall become the property of Landlord upon termination of the Lease. Tenant shall have no further rights of ownership in any of the foregoing assets at such time as the Lease is terminated. Landlord reserves the right, but not the obligation, to direct Tenant to remove any of the improvements or personal property placed on the property at Tenant's expense on termination of this Lease, and upon Tenant's failure to do so, Village may do so and dispose of any such property in any manner whatsoever without any requirement of accounting to the Tenant.

10. **Village Right of First Refusal.** Tenant may not sell, transfer, or convey the building and improvements owned by Tenant located on land owned by the Village without first offering to sell and/or transfer the building and improvements to the Village on the same price and terms offered by a third party and acceptable to the Tenant. The Village shall have sixty (60) days to elect to acquire the building and improvements on the same price and terms as offered by a third party. A copy of such written third party offer or transfer agreement shall be provided by Tenant to the Village for review and the sixty (60) day time limit shall commence upon receipt of such offer or other transfer agreement. If the Village elects its right to purchase or acquire the building and improvements authorized by this paragraph within sixty (60) days, closing shall take place at the later of the time limit specified in the third party offer or agreement, or sixty (60) days from the date the Village makes its election to purchase or otherwise acquire the building and improvements. The Tenant shall convey title to the building and improvements to the Village at closing free and clear of liens and encumbrances.

11. **Surrender/Possession.** Upon termination of the Lease the Tenant shall surrender possession of the Land to the Village peaceably and in good condition and repair as required in accordance with this Lease.

12. **Laws and Regulations.** The Tenant shall at all times operate its business in compliance with federal, state and local laws and regulations.



13. **Alterations and Improvements.** The Tenant shall not alter or improve the Land in any manner except to the limited extent reasonable or necessary for the construction of the building in accordance with the plans and specifications attached hereto as **Exhibit B.**

14. **Waiver of Subrogation.** Tenant and Village hereby waive rights of subrogation against each other involving insured claims to the extent not prohibited by Village and/or Tenant's insurance policies.

15. **Complete Agreement.** This is the complete agreement between the parties hereto.

16. **Parties Bound.** This Agreement is binding on the parties hereto and their respective and successors and assigns, if any.

17. **Signatures.** Fax or email copies of this document, and copies of signatures transmitted by fax or email, and counterpart signature pages of this document shall be deemed as binding and valid as originals.

Dated and effective this \_\_\_\_ day of \_\_\_\_\_, 2017.

TENANT:

LANDLORD:

LITTLE CHUTE DIAMOND CLUB, INC.

VILLAGE OF LITTLE CHUTE

BY: \_\_\_\_\_  
John S. Elrick, President

BY: \_\_\_\_\_  
Michael Vanden Berg, President