



AGENDA

REGULAR BOARD MEETING

PLACE: Little Chute Village Hall
DATE: Wednesday, July 15, 2020
TIME: 6:00 p.m.

Until further notice, the Village of Little Chute will be providing the following means for residents to interact, engage, and participate in Village Board proceedings. The proceedings of all Village of Little Chute public meetings are recorded and available for review.

- Virtually attend the July 15th Regular Board meeting at 6 PM by following the link here:
<https://www.gotomeet.me/JamesFenlon/july-15th-regular-board-meeting>
- Call-in Information: **+1 (646) 749-3122 Access code: 290-915-053**
- Note: The web-based registration is recommended as the best way to engage in this meeting as the call-in feature only provides audio access and there is not the ability to engage in the discussion.
- We strongly urge you to register in advance of the meeting and testing your connection to avoid any connection issues. If you have questions, please email the Village Administrator at james@littlechutewi.org or 920-423-3850
- Immediately following the agenda is more information on virtual public meetings.

REGULAR ORDER OF BUSINESS

- A. Invocation
- B. Roll call of Trustees
- C. Roll call of Officers and Department Heads
- D. Public Appearance for Items Not on the Agenda

- 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 may be removed at the request of any Board Member or member of the public. Any removed items will be considered immediately following the motion to approve the other items.

1. Minutes of Regular Board Meeting of July 1, 2020
2. Disbursement List

- F. Other Informational Items—June Fire Monthly Report and June Report

- G. Action—Adopt Ordinance No. 06, Series 2020 An Ordinance Creating the Little Chute Library Board

H. Action—Resolutions:

- a) Adopt Resolution No. 27, Series 2020 A Resolution Establishing a Library in The Village of Little Chute
- b) Adopt Resolution No. 28, Series 2020 A Resolution Authorizing the Sale of Village Property to North Evergreen Pond Homes, LLC
- c) Adopt Resolution No. 29, Series 2020 A Resolution to Approve a CSM for Homes at Evergreen Pond
- d) Adopt Resolution No. 30, Series 2020 A Resolution to Approve a CSM for 2140 for Hultman Real Estate, LLC
- e) Adopt Resolution No. 31, Series 2020 A Resolution to Approve a CSM for 3315/3317 Buchanan Road/Michael Hurst

I. Action—Appointments

J. Action—Development Agreement for North Evergreen Pond Homes

K. Action—Evergreen Drive/Buchanan Road Intersection Stop Signs

L. Discussion—2021 Budget Guidance

M. Discussion/Action—Set Public Hearing for Pine Street Vacation on September 2, 2020

N. Action—Interest on Utility Bills

O. Discussion—Covid-19 Updates

P. Department and Officers Progress Reports

Q. Call for Unfinished Business

R. Items for Future Agenda

S. 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, [email: Laurie@littlechutewi.org](mailto:Laurie@littlechutewi.org) Prepared: July 10, 2020



Information for the Little Chute Regular Board Meeting – July 15th, 2020 – 6:00 PM

The Village of Little Chute is taking precautions related COVID-19 as it relates to Village Board meetings. On March 16th, 2020, the Wisconsin Attorney General released guidance for local communities related to Open Meetings and the use of technology while still complying with Wisconsin's Open Meeting laws. You can find Wisconsin Department of Justice guidance here: [DOJ Guidance on Open Meetings](#).

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1. Virtually attend the July 15th Regular Board meeting at 6 PM by following the link here:
<https://www.gotomeet.me/JamesFenlon/july-15th-regular-board-meeting>
2. **Call-in Information: United States:** [+1 \(646\) 749-3122](tel:+1(646)749-3122) **Access Code:** 290-915-053
3. If you are experiencing connectivity issues or have questions on the options above, please contact James Fenlon at james@littlechutewi.org
4. The Board Room at Village Hall will be open, but board members and staff have the option to attend virtually. We urge residents to participate in our meetings by utilizing the virtual options above.
5. If you have questions or comments regarding the agenda or potential items on the agenda, we urge you to contact Board or staff members regarding your concerns. You can find Board Member contact information here: <http://www.littlechutewi.org/59/Meet-the-Village-Board>
6. If you have questions or comments regarding the agenda, you can also contact the Village Administrator, James Fenlon, at james@littlechutewi.org or 920-423-3850.
7. If you have questions or comments regarding the agenda and want to contact a Village of Little Chute Department Head, you can find a complete staff directory here: <http://www.littlechutewi.org/directory.aspx>

MINUTES OF THE REGULAR BOARD MEETING OF JULY 1, 2020

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

Roll call of Trustees

PRESENT: Michael Vanden Berg, President
James Hietpas, Trustee
Brian Van Lankveldt, Trustee
Don Van Deurzen, Trustee
Larry Van Lankvelt, Trustee
Skip Smith, Trustee
Bill Peerenboom, Trustee

Roll call of Officers and Department Heads

PRESENT: James Fenlon, Village Administrator
Dave Kittel, Community Development Director
Lisa Remiker-DeWall, Finance Director
Kent Taylor, Director of Public Works
Chris Murawski, Village Engineer
Adam Breest, Director of Parks, Recreation and Forestry
Laurie Decker, Village Clerk
Steve Thiry, Library Director
Tyler Claringbole, Village Attorney
EXCUSED: Dan Meister, Fox Valley Metro Police Chief

Public Appearance for Items Not on the Agenda

None

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 may be removed at the request of any Board Member or member of the public. Any removed items will be considered immediately following the motion to approve the other items.

1. Minutes of Regular Board Meeting of June 17, 2020
2. Disbursement List

Moved by Trustee L. Van Lankvelt, seconded by Trustee Van Deurzen to Approve the Consent Agenda as presented

Roll Call Vote

Trustee B. Van Lankveldt	Aye
Trustee Smith	Aye
Trustee Van Deurzen	Aye
Trustee Peerenboom	Aye
Trustee L. Van Lankvelt	Aye
Trustee Hietpas	Aye
President Vanden Berg	Aye

Ayes 7, Nays 0 – Motion Carried

Presentation—Justin Fischer, Robert W. Baird Plan of Finance for 2020 General Obligation Promissory Notes Financing the 2020 & 2021 Capital Improvement Plan

Mr. Justin Fischer from Robert W. Baird went over information for the 2020 & 2021 Capital Improvement Plan per slides attached in the agenda packet.

Action—Request Village Board to Approve Proceeding with the Plan of Finance for the 2020 General Obligation Promissory Notes Financing the 2020 & 2021 Capital Improvement Plan as Presented

Moved by Trustee Van Lankvelt, seconded by Trustee Smith to Approve Proceeding with the Plan of Finance for the 2020 General Obligation Promissory Notes Financing the 2020 & 2021 Capital Improvement Plan as Presented

Roll Call Vote

Trustee Smith	Aye
Trustee Van Deurzen	Aye
Trustee Peerenboom	Aye
Trustee L. Van Lankvelt	Aye
Trustee Hietpas	Abstain
President Vanden Berg	Aye
Trustee B. Van Lankveldt	Aye

Ayes 6, Abstain (Hietpas) Nays 0 – Motion Carried

Presentation—2014 State Trust Fund Refunding Private Placement including addition of taxable Downtown Environmental Remediation project from 2021 CIP

Director Remiker-DeWall along with Mr. Justin Fischer, from Robert W. Baird gave an overview to the Board on the 2014 State Trust Fund Refunding.

Action—Adopt Resolution No. 24, Series 2020, Authorizing the Issuance and Sale of \$1,905,000.00 Taxable General Obligation Promissory Notes

Moved by Trustee Van Lankvelt, seconded by Trustee Smith to Adopt Resolution No. 24, Series 2020, Authorizing the Issuance and Sale of \$1,905,000. Taxable General Obligation Promissory Notes

Roll Call Vote

Trustee Van Deurzen	Aye
Trustee Peerenboom	Aye
Trustee L. Van Lankvelt	Aye
Trustee Hietpas	Abstain
President Vanden Berg	Aye
Trustee B. Van Lankveldt	Aye
Trustee Smith	Aye

Ayes 6, Abstain (Hietpas) Nays 0 – Motion Carried

Action—Adopt Resolution No. 25, Series 2020, Final Special Assessment/Hookup Fee from Carol Lynn Drive to Lincoln Avenue and Homewood Court to Florida Drive

Moved by Trustee Smith, seconded by Trustee Van Deurzen to Adopt Resolution No. 25, Series 2020, Final Special Assessment/Hookup Fee from Carol Lynn Drive to Lincoln Avenue and Homewood Court to Florida Drive

Roll Call Vote

Trustee Peerenboom	Aye
Trustee L. Van Lankvelt	Aye
Trustee Hietpas	Aye
President Vanden Berg	Aye
Trustee B. Van Lankveldt	Aye
Trustee Smith	Aye
Trustee Van Deurzen	Aye

Ayes 7, Nays 0 – Motion Carried

Discussion/Action—Adopt Resolution No. 26, Series 2020, Act 185 Response to Covid-19 Pandemic

Moved by Trustee Van Lankvelt, seconded by Trustee Van Deurzen to Adopt Resolution No. 26, Series 2020, Act 185 Response to Covid-19 Pandemic

Roll Call Vote

Trustee L. Van Lankvelt	Aye
Trustee Hietpas	Aye
President Vanden Berg	Aye
Trustee B. Van Lankveldt	Aye
Trustee Smith	Aye
Trustee Van Deurzen	Aye
Trustee Peerenboom	Aye

Ayes 7, Nays 0 – Motion Carried

Action—Conditional Use for Downtown Hotel

Director Kittel went over recommendations made by the Plan Commission for the Conditional Use for the Hotel. Administrator Fenlon advised the Board that at the Plan Commissions public hearing the Little Chute Windmill provided a letter supporting downtown development. Mr. Bob DeBruin wanted it on record that he felt “the use of 60% of projects taxes on a very questionable feasibility study” and hopes the Trustees are all held accountable.

Moved by Trustee Smith, seconded by Trustee Van Lankvelt to Approve the Conditional Use Permit for the Downtown Hotel with Amendments as stated

Roll Call Vote

Trustee Hietpas	Aye
President Vanden Berg	Aye
Trustee B. Van Lankveldt	Aye
Trustee Smith	Aye
Trustee Van Deurzen	Aye
Trustee Peerenboom	Aye
Trustee L. Van Lankvelt	Aye

Ayes 7, Nays 0 – Motion Carried

Discussion—Mural on 500 Moasis Drive

Director Kittel informed the Board that a request was made for a mural to be painted at the Elipticon Wood Products building at 500 Moasis Drive. Ms. Reffke advised the board that she plans to involve the Little Chute High School to help with the painting on the backside of the building and has been approved by the owner. The mural hopes to bring awareness to the community about suicide with a focus on teen suicide. Trustee Van Lankvelt asked if the lighting would be an issue on Highway 41 and Director Kittel advised it will not as the mural will not have any flashing lights.

Department and Officers Progress Reports

Departments and Officers provided progress reports to the Board

Action—Budget Adjustment and Contract Amendment 2019 Concrete Paving – Evergreen Drive

Moved by Trustee Smith, seconded by Trustee Van Lankvelt to Approve the Budget Adjustment and Contract Amendment 2019 Concrete Paving – Evergreen Drive

Roll Call Vote

President Vanden Berg	Aye
Trustee B. Van Lankveldt	Aye
Trustee Smith	Aye

Trustee Van Deurzen	Aye
Trustee Peerenboom	Aye
Trustee L. Van Lankvelt	Aye
Trustee Hietpas	Aye

Ayes 7, Nays 0 – Motion Carried

Discussion—Public Service Commission – Late Fee Lift Moratorium

Director Remiker-DeWall went over the documents received by the PSC regarding the Late Fee Moratorium.

Discussion—Fox Cities Regional Partnership

Administrator Fenlon went over the 2020 funding to support the Fox Cities Regional Partnership. Staff is recommending withholding the Village of Little Chute's contribution until an equitable and consistent funding formula is identified amongst all public sector partners and then fund appropriately. Jamie from the Fox Cities Regional Partnership stated that the goal was to create an equitable formula and due to Covid19, it was delayed. Trustee Smith requested community information to be able to see what each are donating. Jamie advised that they are creating a list and will get some data together and hoping to meet with investors to come up with something equitable. Trustee Peerenboom felt that if we are committed to any monies this year we should pay them and maybe withhold for 2021. This issue will be tabled until the August 5, 2020 Board meeting and Jamie is welcome to make a presentation at that time.

Discussion—Johnson Avenue/Court and Pierce Avenue

Administrator Fenlon at the request of Trustee Van Lankvelt provided for discussion parking issues at Johnson Avenue/Court and Pierce Avenue. Administrator Fenlon advised staff is recommending we have a public informational meeting for residents if there are to be any changes to street parking.

Discussion—Little Chute Library Planning and Ordinance Changes

Administrator Fenlon presented a draft ordinance and advised the board that this will be on the next agenda for adoption.

Discussion—Covid-19 Updates

Director Breest advised the Board of updates regarding Covid-19 precautions. The indoor centers will remain closed at this time. Administrator Fenlon gave updates on the current numbers for Wisconsin.

Call for Unfinished Business

None

Items for Future Agenda

Trustee Van Deurzen asked about interest in a presentation from EMT's.

Closed Session:

19.85(1)(c) Consideration of Employment, Promotion, or Performance Evaluation Data of any Public Employee of the Village of Little Chute. *Personnel, Library Wage Scale*

Moved by Trustee Smith, seconded by Trustee Van Lankvelt to enter into closed session

Roll Call Vote

Trustee B. Van Lankveldt	Aye
Trustee Smith	Aye
Trustee Van Deurzen	Aye
Trustee L. Van Lankvelt	Aye
Trustee Hietpas	Aye
Trustee Peerenboom	Aye
President Vanden Berg	Aye

Ayes 7, Nays 0 – Motion Carried

Return to Open Session

Moved by Trustee Smith, seconded by Trustee Van Lankvelt to exit closed session

Ayes 7, Nays 0 – Motion Carried

Action—Approve 2021 Library Wage Scale

Moved by Trustee Smith, seconded by Trustee Van Lankvelt to Approve the 2021 Library Wage Scale

Roll Call Vote

Trustee Smith	Aye
Trustee Van Deurzen	Nay
Trustee Peerenboom	Aye
Trustee L. Van Lankvelt	Aye
Trustee Hietpas	Aye
President Vanden Berg	Aye
Trustee B. Van Lankveldt	Aye

Ayes 6, Nays (Van Deurzen) – Motion Carried

Adjournment

Moved by Trustee Van Deurzen, seconded by Trustee Smith to Adjourn the Regular Board Meeting at 8:59 p.m.

Ayes 7, Nays 0 – Motion Carried

VILLAGE OF LITTLE CHUTE

By: _____
Michael R. Vanden Berg, Village President

Attest: _____

Laurie Decker, Village Clerk

DISBURSEMENT LIST- July 15th, 2020

Payroll & Payroll Liabilities - July 9, 2020 **\$209,336.49**

Prepaid Invoices - July 2, 2020 **\$9,412.30**
Prepaid Invoices - July 10, 2020 **\$186,933.07**

Utility Commission-

CURRENT ITEMS

Bills List - July 15th, 2020 **\$351,698.26**

Total Payroll, Prepaid & Invoices **\$757,380.12**

The above payments are recommended for approval:

Rejected: _____

Approved July 15, 2020

Michael R Vanden Berg, Village President

Laurie Decker, Clerk

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
2020 REFUNDS-MISCELLANEOUS (5094)							
062920	Invoi	LIQUOR LICENSE REFUND DUE TO COVID-19	10.00	Open	Non	06/20	101-32110
Total 2020 REFUNDS-MISCELLANEOUS (5094):							
10.00							
A - F COUNTY MARKET (5123)							
6172020	Invoi	SV 1800 SCORPION GRAPPLER	2,098.00	Open	Non	06/20	101-55440-221
6172020	Invoi	SV 1800 SCORPION GRAPPLER	2,098.00	Open	Non	06/20	101-53330-221
6172020	Invoi	SV 1800 SCORPION GRAPPLER	2,099.00	Open	Non	06/20	630-53441-253
Total A - F COUNTY MARKET (5123):							
6,295.00							
ASSOCIATED APPRAISAL CONSULTANTS (1939)							
149116	Invoi	PROFESSIONAL SERVICES-JULY	1,975.00	Open	Non	07/20	101-51530-204
Total ASSOCIATED APPRAISAL CONSULTANTS (1939):							
1,975.00							
BAYCOM (1318)							
28598	Invoi	DEPOT REPAIR	230.14	Open	Non	06/20	101-52200-205
Total BAYCOM (1318):							
230.14							
BUTCH'S CURB & LANDSCAPING LLC (4945)							
2721	Invoi	2 x 3 RISERS	254.00	Open	Non	06/20	630-53442-218
Total BUTCH'S CURB & LANDSCAPING LLC (4945):							
254.00							
MGD INDUSTRIAL CORP (5118)							
100152	Invoi	NUTS/BOLTS/WASHERS #18, #23, #26	49.06	Open	Non	06/20	101-53330-225
100152	Invoi	NUTS/BOLTS FOR STORM INLETS	18.06	Open	Non	06/20	630-53442-218
Total MGD INDUSTRIAL CORP (5118):							
67.12							
PEPSI-COLA (3493)							
80196654	Invoi	BEVERAGES	146.25	Open	Non	06/20	101-52200-211
Total PEPSI-COLA (3493):							
146.25							
PREMIER APPLIANCE INC (3360)							
33228	Invoi	WHEEL FOR DRYER	52.95	Open	Non	06/20	101-53310-218
Total PREMIER APPLIANCE INC (3360):							
52.95							
SIGNCOUNTRY (3870)							
13151	Invoi	GRAPHICS FOR #203	195.00	Open	Non	06/20	101-53330-225
Total SIGNCOUNTRY (3870):							
195.00							
TIME WARNER CABLE (89)							
06/20 70590040100	Invoi	JUNE/JULY SERVICE	61.05	Open	Non	06/20	101-52200-204
Total TIME WARNER CABLE (89):							
61.05							
VAN ZEELAND NURSERY (388)							
101-04118-01	Invoi	MARSH HAY	125.79	Open	Non	06/20	101-53300-216

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
		Total VAN ZEELAND NURSERY (388):	125.79				
		Grand Totals:	<u>9,412.30</u>				

Report GL Period Summary

Vendor number hash: 34737
Vendor number hash - split: 50101
Total number of invoices: 11
Total number of transactions: 14

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	9,412.30	9,412.30
Grand Totals:	<u>9,412.30</u>	<u>9,412.30</u>

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
2020 UTILITY REFUNDS (5089)							
180041502	Invoi	OVERPAYMENT REFUND ACCT #1-800415-02	74.92	Open	Non	07/20	001-15000
Total 2020 UTILITY REFUNDS (5089):							
AMERICAN FIDELITY ASSURANCE (4885)							
2075252A	Invoi	FLEX SPENDING JULY	1,322.92	Open	Non	07/20	101-21368
D181864	Invoi	JULY BILLING	1,492.04	Open	Non	07/20	101-21367
Total AMERICAN FIDELITY ASSURANCE (4885):							
AMPLITEL TECHNOLOGIES (4637)							
15777	Invoi	100 HOUR BLOCK AGREEMENT	10,500.00	Open	Non	06/20	207-52120-204
15779	Invoi	OUTDOOR ACCESS POINT & ONSITE TECH	502.50	Open	Non	06/20	207-52120-240
15820	Invoi	MICROSOFT OFFICE 365-JUNE	720.00	Open	Non	06/20	207-52120-204
15827	Invoi	DATTO BACK UP SERVICES 06/20	375.00	Open	Non	06/20	207-52120-204
15842	Invoi	MONTHLY ANTI-VIRUS SERVICE-JUNE	154.00	Open	Non	06/20	207-52120-240
15977	Invoi	MICROSOFT OFFICE 365-JULY	720.00	Open	Non	07/20	207-52120-204
15982	Invoi	MICROSOFT OFFICE 365-JULY	440.40	Open	Non	07/20	404-57190-208
15985	Invoi	DATTO BACK UP SERVICES 07/20	375.00	Open	Non	07/20	207-52120-204
15987	Invoi	MONTHLY DATTO BACK-UP SERVICES 07/20	325.00	Open	Non	07/20	404-57190-204
15995	Invoi	MONTHLY ANTI-VIRUS SERVICE-JULY	199.50	Open	Non	07/20	404-57190-204
16001	Invoi	MONTHLY ANTI-VIRUS SERVICE-JULY	154.00	Open	Non	07/20	207-52120-240
Total AMPLITEL TECHNOLOGIES (4637):							
BEAR GRAPHICS INC (380)							
850227	Invoi	ELECTION ENVELOPE CUSTOM IMPORT	362.45	Open	Non	06/20	101-51440-206
Total BEAR GRAPHICS INC (380):							
BUILDING SERVICES GROUP INC (4899)							
44954	Invoi	MONTHLY CLEANING-CIVIC CENTER	1,073.00	Open	Non	06/20	206-55110-243
44955	Invoi	MONTHLY CLEANING-VILLAGE HALL	1,340.00	Open	Non	06/20	101-51650-243
44956	Invoi	MONTHLY CLEANING-MUNICIPAL GARAGE	454.00	Open	Non	06/20	101-53310-243
Total BUILDING SERVICES GROUP INC (4899):							
CELLCOM (4683)							
421438	Invoi	FVMPD CELL-JUNE	2,024.28	Open	Non	06/20	207-52120-203
Total CELLCOM (4683):							
CELLEBRITE INC (4588)							
INVUS214419	Invoi	UFED 4PC ULTIMATE SW RENEWAL	3,700.00	Open	Non	06/20	207-52120-204
Total CELLEBRITE INC (4588):							
DAMAGE PREVENTION SERVICES (4068)							
3171	Invoi	JUNE LOCATES	306.50	Open	Non	06/20	610-53612-209
3171	Invoi	JUNE LOCATES	596.75	Open	Non	06/20	620-53644-209
3171	Invoi	JUNE LOCATES	1,151.82	Open	Non	06/20	630-53442-209
Total DAMAGE PREVENTION SERVICES (4068):							
DIAMOND VOGEL PAINT (4450)							
207115945	Invoi	TRAFFIC PAINT	996.00	Open	Non	06/20	101-53300-218

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
		Total DIAMOND VOGEL PAINT (4450):	996.00				
DIGGERS HOTLINE INC (1380)							
200659201	Invoi	JUNE LOCATES	73.07	Open	Non	06/20	610-53612-209
200659201	Invoi	JUNE LOCATES	73.07	Open	Non	06/20	620-53644-209
200659201	Invoi	JUNE LOCATES	73.06	Open	Non	06/20	630-53442-209
		Total DIGGERS HOTLINE INC (1380):	219.20				
EHLERS INVESTMENT PARTNERS LLC (1425)							
JUNE 2020	Invoi	JUNE INVESTMENT MANAGEMENT	167.87	Open	Atto	06/20	300-57331-229
JUNE 2020	Invoi	JUNE INVESTMENT MANAGEMENT	200.71	Open	Atto	06/20	101-51780-229
JUNE 2020	Invoi	JUNE INVESTMENT MANAGEMENT	216.61	Open	Atto	06/20	610-53614-229
JUNE 2020	Invoi	JUNE INVESTMENT MANAGEMENT	112.75	Open	Atto	06/20	620-53924-229
JUNE 2020	Invoi	JUNE INVESTMENT MANAGEMENT	427.89	Open	Atto	06/20	630-53444-229
		Total EHLERS INVESTMENT PARTNERS LLC (1425):	1,125.83				
FOX CITIES CHAMBER OF COMMERCE (191)							
59186	Invoi	CONNECT LEVEL MEMBERSHIP	200.00	Open	Non	07/20	101-51400-208
		Total FOX CITIES CHAMBER OF COMMERCE (191):	200.00				
GFC LEASING - WI (4989)							
12985461	Invoi	GFC LEASING COPIER OVERAGE CHARGES	20.44	Open	Non	06/20	101-53310-207
		Total GFC LEASING - WI (4989):	20.44				
HEART OF THE VALLEY (280)							
070720	Invoi	JUNE WASTEWATER	139,881.44	Open	Non	06/20	610-53611-225
070720	Invoi	FOG CONTROL	121.00	Open	Non	06/20	610-53611-204
070720MP	Invoi	JUNE HOV METER PAYABLE	1,316.00	Open	Non	06/20	610-21110
		Total HEART OF THE VALLEY (280):	141,318.44				
ICON MARKETING INC (1981)							
36311	Invoi	TSHIRTS & SCREEN PRINT CHARGES	629.26	Open	Non	06/20	101-52200-212
		Total ICON MARKETING INC (1981):	629.26				
JW TURF INC (4006)							
P30924	Invoi	THERMOSTAT & GASKETS #36	128.22	Open	Non	06/20	101-53330-225
		Total JW TURF INC (4006):	128.22				
LANDSCAPE CONSTRUCTION SYSTEMS LLC (4965)							
1459	Invoi	SPRING WEED CONTROL APPLICATION	1,909.00	Open	Non	06/20	101-55200-204
		Total LANDSCAPE CONSTRUCTION SYSTEMS LLC (4965):	1,909.00				
LINDNER ACE HARDWARE LITTLE CHUTE (4702)							
264071-325003	Invoi	BATTERIES	31.98	Open	Non	07/20	620-53634-221
264078-325003	Invoi	EXTENSION BARS	15.99	Open	Non	06/20	620-53644-221
264475-325003	Invoi	BATTERIES	14.99	Open	Non	06/20	620-53634-255

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
		Total LINDNER ACE HARDWARE LITTLE CHUTE (4702):	62.96				
MARCO INC (3910)	27276898	Invoi MONTHLY COPIER LEASE-1493357-JUNE 2020	300.93	Open	Non	06/20	207-52120-207
		Total MARCO INC (3910):	300.93				
MARCO TECHNOLOGIES LLC (3100)	7706455	Invoi FEE FOR TWINNING PHONE LINE FOR DONNA	75.00	Open	Non	06/20	101-51650-203
		Total MARCO TECHNOLOGIES LLC (3100):	75.00				
MODERN DAIRY INC (268)	277008	Invoi POOL CONCESSION ITEMS	502.35	Open	Non	06/20	204-55420-211
		Total MODERN DAIRY INC (268):	502.35				
NELSON TACTICAL (4205)	1628	Invoi BULLET-PROOF VESTS	1,655.69	Open	Non	06/20	207-52120-213
		Total NELSON TACTICAL (4205):	1,655.69				
O'REILLY AUTOMOTIVE INC (1036)	2043-219856	Invoi POOL PUMP GREASE	4.49	Open	Non	06/20	204-55420-218
		Total O'REILLY AUTOMOTIVE INC (1036):	4.49				
PBBS EQUIPMENT CORPORATION (3841)	217385	Invoi REPAIRS TO POOL HEATER	3,401.99	Open	Non	06/20	204-55420-242
		Total PBBS EQUIPMENT CORPORATION (3841):	3,401.99				
PLESHEK OUTDOOR POWER (727)	75881	Invoi BELT FOR SAW	30.53	Open	Non	06/20	101-53330-221
	75937	Invoi 50 GALLON 2-CYCLE MIX	39.95	Open	Non	06/20	101-53330-221
	75950	Invoi BAR & CHAIN OIL	15.99	Open	Non	06/20	101-55440-218
		Total PLESHEK OUTDOOR POWER (727):	86.47				
PROJECT ENTERTAINMENT LLC (4897)	6217701-1	Invoi BALANCE FOR 7/10 POOL MOVIE EVENT	259.88	Open	Non	07/20	204-55420-218
		Total PROJECT ENTERTAINMENT LLC (4897):	259.88				
SIGNCOUNTRY (3870)	13119	Invoi PAINT LEGION FLAGPOLE	650.00	Open	Non	06/20	101-55200-204
		Total SIGNCOUNTRY (3870):	650.00				
SWINKLES TRUCKING & EXCAVATING CORP (1853)	42024	Invoi PULVERIZED TOPSOIL	182.00	Open	Non	06/20	101-55440-215
	42388	Invoi PULVERIZED TOPSOIL	210.00	Open	Non	06/20	101-55440-215
		Total SWINKLES TRUCKING & EXCAVATING CORP (1853):	392.00				

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
TIME WARNER CABLE (89)							
06/20 71406480150	Invoi	JUNE/JULY SERVICE	146.24	Open	Non	06/20	207-52120-203
07/20 70953560100	Invoi	JULY/AUGUST SERVICE	220.80	Open	Non	07/20	101-51650-203
Total TIME WARNER CABLE (89):							
			367.04				
VAN ZEELAND NURSERY (388)							
101-04122-01	Invoi	9 TREES PLANTED IN FRONT OF MSB	1,385.91	Open	Non	06/20	101-55440-215
Total VAN ZEELAND NURSERY (388):							
			1,385.91				
VILLAGE OF LITTLE CHUTE (1404)							
20-0184	Invoi	APPLIED TO WATER 4-283690-00 IN ERROR. S/B A	2,677.89	Open	Non	07/20	001-15000
260-99103401	Invoi	APPLIED TO WATER UTILITY IN ERROR. S/B PRO	200.00	Open	Non	06/20	001-15000
Total VILLAGE OF LITTLE CHUTE (1404):							
			2,877.89				
Grand Totals:							
			186,933.07				

Report GL Period Summary

Vendor number hash: 166723
 Vendor number hash - split: 183599
 Total number of invoices: 52
 Total number of transactions: 61

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	186,933.07	186,933.07
Grand Totals:	186,933.07	186,933.07

Report Criteria:

Invoice Detail.Voided = {=} FALSE

Invoice	Description	Total Cost	Period	GL Account
AMBROSIUS, WILLIE				
6/25/20 TO 7/2/20	MEN'S SOFTBALL SUPERVISOR	30.00	06/20	101-55300-111
6/25/20 TO 7/2/20	MEN'S "C" SOFTBALL SUPERVISOR	243.75	06/20	101-55300-111
Total AMBROSIUS, WILLIE:		273.75		
ASCENSION ST ELIZABETH HOSPITAL				
06/20 EL.FVMPD	JUNE BLOOD DRAWS	118.17	06/20	207-52120-204
Total ASCENSION ST ELIZABETH HOSPITAL:		118.17		
AUTOMATED COMFORT CONTROLS				
26780	PREVENTATIVE MAINTENANCE @ LIBRARY	213.89	06/20	206-55110-243
Total AUTOMATED COMFORT CONTROLS:		213.89		
AUTOMOTIVE SUPPLY CO				
60874499	AIR FILTER #81	19.23	06/20	101-53330-225
60874512	AIR FILTER #81	38.10	06/20	101-53330-225
60875285	BALL JOINT & CONTROL ARM #87	125.08	07/20	101-53330-225
60875375	OIL FILTER	3.48	06/20	101-53330-218
60875813	RUST SPRAY #58	23.50	07/20	101-53330-225
Total AUTOMOTIVE SUPPLY CO:		209.39		
BELONGEA, MARGE				
DOYLE 7/18/20	RENTAL FEE REFUND-CANCELLED DUE TO COVI	60.00	07/20	101-34401
DOYLE 7/18/20	SECURITY DEPOSIT REFUND-CANCELLED DUE T	20.00	07/20	101-21235
Total BELONGEA, MARGE:		80.00		
BURZYNSKI, HEATHER				
CFEST 6/28/20	SECURITY DEPOSIT REFUND	50.00	07/20	101-21235
Total BURZYNSKI, HEATHER:		50.00		
CALVERT, KIM				
062620	REFUND JULY/AUG YOGA	50.00	07/20	208-34413
Total CALVERT, KIM:		50.00		
CARRICO AQUATIC RESOURCES INC				
20202631	SUMMER WATER MGMT AGREEMENT 2020-PYMT	2,282.50	07/20	204-55420-225
Total CARRICO AQUATIC RESOURCES INC:		2,282.50		
CASE, COLLEEN				
V LIESHOUT 6/27/2	SECURITY DEPOSIT REFUND	20.00	07/20	101-21235
Total CASE, COLLEEN:		20.00		
CITY OF APPLETON				
4906	JULY WEIGHTS & MEASURES	580.00	07/20	101-52050-204

Invoice	Description	Total Cost	Period	GL Account
	Total CITY OF APPLETON:	580.00		
CIVIC SYSTEMS LLC				
CVC19460	SEMI ANNUAL SUPPORT FEES 7/1/20-12/31/20	2,744.00	07/20	101-51420-204
CVC19460	SEMI ANNUAL SUPPORT FEES 7/1/20-12/31/20	366.00	07/20	201-53620-208
CVC19460	SEMI ANNUAL SUPPORT FEES 7/1/20-12/31/20	2,285.00	07/20	207-52120-204
CVC19460	SEMI ANNUAL SUPPORT FEES 7/1/20-12/31/20	1,646.00	07/20	610-53614-208
CVC19460	SEMI ANNUAL SUPPORT FEES 7/1/20-12/31/20	1,372.00	07/20	620-53924-208
CVC19460	SEMI ANNUAL SUPPORT FEES 7/1/20-12/31/20	732.00	07/20	630-53444-208
CVC19460	SEMI ANNUAL SUPPORT FEES 7/1/20-12/31/20	371.00	07/20	620-53644-253
	Total CIVIC SYSTEMS LLC:	9,516.00		
DE BRUIN, CAROL				
HEESAKKER 6/28/	SECURITY DEPOSIT REFUND	20.00	07/20	101-21235
HEESAKKER 6/28/	RENTAL FEE REFUND/PARTIAL DUE TO INCONVE	20.00	07/20	101-34401
	Total DE BRUIN, CAROL:	40.00		
DE WITT-OLK, KARI				
V LIESHOUT 6/28/2	SECURITY DEPOSIT REFUND	20.00	07/20	101-21235
	Total DE WITT-OLK, KARI:	20.00		
DEPARTMENT OF JUSTICE				
L4504T 06/20	JUNE BACKGROUND CHECKS	500.00	06/20	207-52120-218
	Total DEPARTMENT OF JUSTICE:	500.00		
DIAMOND, CORY				
070720	REFUND RED BALL TENNIS PROGRAM FEE	30.00	07/20	101-34413
	Total DIAMOND, CORY:	30.00		
DOCUMENT SALES AND DISTRIBUTION				
20-001896	UDC BUILDING PERMIT SEALS	334.54	07/20	101-52050-218
	Total DOCUMENT SALES AND DISTRIBUTION:	334.54		
DONALD HIETPAS & SONS INC.				
2020001-1	2020 UTILITY CONSTRUCTION-HOMEWOOD CT	601.66	07/20	610-51016-263
2020001-1	2020 UTILITY CONSTRUCTION-HOMEWOOD CT	195,273.01	07/20	630-51016-263
2020001-1	2020 UTILITY CONSTRUCTION-HOMEWOOD CT	26,510.07	07/20	620-51016-263
	Total DONALD HIETPAS & SONS INC.:	222,384.74		
EIS IMPLEMENT INC				
185135	ENGINE REPAIR #38	535.93	07/20	101-53330-204
CM183699	RETURNED A GASKET	112.65-	07/20	101-53330-225
	Total EIS IMPLEMENT INC:	423.28		
EVERGREEN POWER LLC				
7090	DRIVE SHAFT & MAIN PIPE	115.33	07/20	101-53330-221

Invoice	Description	Total Cost	Period	GL Account
Total EVERGREEN POWER LLC:		115.33		
EZ GLIDE GARAGE DOORS				
167291 REPAIRED DOOR @ YARD WASTE SITE		55.00	06/20	101-53310-204
Total EZ GLIDE GARAGE DOORS:		55.00		
FARRELL EQUIPMENT & SUPPLY CO INC				
1103975 SILT SOCK		39.99	06/20	620-53644-216
1104651 EAR PLUGS/SAFETY VESTS		59.98	06/20	101-53300-213
1104651 EAR PLUGS/SAFETY VESTS		29.99	06/20	101-55200-213
1104651 EAR PLUGS/SAFETY VESTS		29.99	06/20	101-55440-218
1106349 CAULKING TROWEL & GROUT BAG		19.98	06/20	630-53442-218
1107230 HAND-HELD POWER MIXER		435.97	07/20	101-53300-215
Total FARRELL EQUIPMENT & SUPPLY CO INC:		615.90		
FERGUSON WATERWORKS LLC #1476				
305185 STORM WATER INLETS REPAIR		979.39	06/20	630-53442-216
306270 PVC PIPE		223.44	07/20	630-53442-216
CM028900 RETURNED MERCHANDISE		500.52-	07/20	630-53442-216
Total FERGUSON WATERWORKS LLC #1476:		702.31		
FIRCHOW, MICHELLE				
LEGION PARK 6/2 SECURITY DEPOSIT REFUND		20.00	07/20	101-21235
Total FIRCHOW, MICHELLE:		20.00		
FONDY AUTO ELECTRIC				
A00512 FAN MOTOR-FRENCH POND/MECHANICAL BUILD		100.00	06/20	630-53441-218
Total FONDY AUTO ELECTRIC:		100.00		
FOX CITIES JANITORIAL				
10113 MONTHLY CLEANING-LCFD		200.00	07/20	101-52250-243
10113 MONTHLY CLEANING-METRO		795.00	07/20	207-52120-243
Total FOX CITIES JANITORIAL:		995.00		
GARROW OIL				
JUNE 2020 OFF ROAD DIESEL		7.11	06/20	630-53442-247
JUNE 2020 OFF ROAD DIESEL		2.43	06/20	201-53620-247
JUNE 2020 OFF ROAD DIESEL		564.89	06/20	101-55200-247
JUNE 2020 OFF ROAD DIESEL		45.82	06/20	101-55440-247
JUNE 2020 OFF ROAD DIESEL		2.70	06/20	610-53612-247
JUNE 2020 OFF ROAD DIESEL		10.78	06/20	620-53644-247
JUNE 2020 OFF ROAD DIESEL		.60	06/20	101-53460-247
JUNE 2020 OFF ROAD DIESEL		243.34	06/20	101-53330-217
Total GARROW OIL:		877.67		
GORDY AUTOMOTIVE LLC				
2232 ALIGNMENT #87		72.80	06/20	101-53330-204

Invoice	Description	Total Cost	Period	GL Account
Total GORDY AUTOMOTIVE LLC:		72.80		
GRAEF	110591 FOX RIVER BOARDWALK-DETAILED DESIGN	6,842.50	07/20	420-57620-277
Total GRAEF:		6,842.50		
GREEN BOYZ INC				
79495	FERTILIZER AND CRABGRASS PREVENTER	85.00	06/20	206-55110-243
79497	FERTILIZER AND CRABGRASS PREVENTER	42.50	06/20	207-52120-243
79497	FERTILIZER AND CRABGRASS PREVENTER	42.50	06/20	101-52250-243
Total GREEN BOYZ INC:		170.00		
GRIESBACH READY-MIX LLC				
5099	CONCRETE-PIERCE AVE	131.50	06/20	101-53300-216
5099	CONCRETE-PIERCE AVE	131.50	06/20	620-53644-216
Total GRIESBACH READY-MIX LLC:		263.00		
HEARTLAND BUSINESS SYSTEMS				
384410-H	JUNE BILL PRINT QNTY 4019	140.67	06/20	201-53620-206
384410-H	JUNE BILL PRINT QNTY 4019	140.67	06/20	610-53614-206
384410-H	JUNE BILL PRINT QNTY 4019	140.67	06/20	620-53904-206
384410-H	JUNE BILL PRINT QNTY 4019	140.65	06/20	630-53443-206
Total HEARTLAND BUSINESS SYSTEMS:		562.66		
HIETPAS, BOB				
CFEST 6/27/20-1	SECURITY DEPOSIT REFUND	50.00	07/20	101-21235
Total HIETPAS, BOB:		50.00		
J & B TROPHY & ENGRAV INC.				
37994	ENGRAVED NAME TAGS	20.00	07/20	101-52200-219
Total J & B TROPHY & ENGRAV INC.:		20.00		
KERRY'S VROOM SERVICE INC				
9376	BRAKE LINE REPAIR #95	164.82	06/20	207-52120-247
9378	OIL & FILTER CHANGE/NEW BRAKES & ROTORS -	370.47	06/20	207-52120-247
9384	OIL & FILTER CHANGE - UNIT#89	43.47	07/20	207-52120-247
Total KERRY'S VROOM SERVICE INC:		578.76		
KLINK HYDRAULICS LLC				
10312	HYDRAULIC FITTINGS #39	63.20	07/20	101-53330-225
Total KLINK HYDRAULICS LLC:		63.20		
KRUCKEBERG, JERRY				
CFEST 7/25/20	RENTAL FEE REFUND-CANCELLED DUE TO COVI	90.00	07/20	101-34401
CFEST 7/25/20	SECURITY DEPOSIT REFUND-CANCELLED DUE T	50.00	07/20	101-21235
Total KRUCKEBERG, JERRY:		140.00		

Invoice	Description	Total Cost	Period	GL Account
KWIK TRIP INC				
JUNE 2020 286768	JUNE FUEL FOR SQUADS	2,578.66	06/20	207-52120-247
Total KWIK TRIP INC:		2,578.66		
LE NOBLE, TRASK				
063020	JUNE CLEAN UP	30.00	06/20	101-52200-111
Total LE NOBLE, TRASK:		30.00		
LEXISNEXIS RISK DATA MANAGEMENT INC				
1686177-20200630	JUNE 2020 MINIMUM COMMITMENT	100.00	06/20	101-51680-204
Total LEXISNEXIS RISK DATA MANAGEMENT INC:		100.00		
MADISON NATIONAL LIFE				
1400082	AUGUST LTD	939.40	07/20	101-21385
1400082	AUGUST LIFE	395.57	07/20	101-21391
Total MADISON NATIONAL LIFE:		1,334.97		
MCC INC				
225458	CLEAN STONE	173.91	06/20	630-53442-251
225547	HOT MIX ASPHALT	1,675.19	06/20	620-53644-216
225547	HOT MIX ASPHALT	121.26	06/20	101-53300-216
Total MCC INC:		1,970.36		
MCMAHON ASSOCIATES INC				
918776	NORTH SIDE STORM SEWER INTERCEPTOR	1,250.40	06/20	416-57600-261
918777	VANDENBROEK POND/GRANT APPLICATION	2,694.45	06/20	630-51214-204
918778	VANDENBROEK LEGAL DRAIN	1,288.50	06/20	630-53441-261
Total MCMAHON ASSOCIATES INC:		5,233.35		
MENARDS - APPLETON EAST				
86148	SHOVELS	92.64	06/20	101-53300-218
86193	SHOVELS	45.79	06/20	630-53442-218
Total MENARDS - APPLETON EAST:		138.43		
MORTON SAFETY				
200936	RESPIRATOR MASKS	122.30	06/20	101-52200-218
Total MORTON SAFETY:		122.30		
NASSCO INC				
S2636157.001	HAND SOAP DISPENSER	32.86	06/20	101-53310-218
Total NASSCO INC:		32.86		
O'REILLY AUTOMOTIVE INC				
2043-217124	OIL FILTER #46	4.68	06/20	101-53330-225
2043-217714	WATER PUMP/BELT/BYPASS TUBE #59	104.84	06/20	101-53330-225
2043-217786	TENSIONER#59	51.53	06/20	101-53330-225
2043-217942	BRAKE FLUID #59	3.99	06/20	101-53330-225
2043-217976	OIL FILTER #36	2.76	06/20	101-53330-225

Invoice	Description	Total Cost	Period	GL Account
2043-218348	OIL FILTERS FOR STOCK	19.92	06/20	101-53330-218
2043-218349	AIR FILTER #23	16.48	06/20	101-53330-225
2043-219452	BALL JOINTS #86	147.70	06/20	101-53330-225
Total O'REILLY AUTOMOTIVE INC:		351.90		
OUTAGAMIE COUNTY TREASURER				
13823	JUNE SANITATION FEES	16,192.74	06/20	201-53620-204
13823	STREET SWEEPINGS	1,583.82	06/20	630-53442-204
JUNE 2020	JUNE COURT FINES	391.55	06/20	101-35101
Total OUTAGAMIE COUNTY TREASURER:		18,168.11		
PUFFE, RICK				
6/25/20 TO 7/2/20	MEN'S SOFTBALL UMPIRE	78.00	06/20	101-55300-111
Total PUFFE, RICK:		78.00		
REHMAN, MICHAEL				
6/25/20 TO 7/2/20	MEN'S SOFTBALL UMPIRE	156.00	06/20	101-55300-111
Total REHMAN, MICHAEL:		156.00		
REINDERS INC				
2686589	WEED KILLER	155.16	06/20	101-55200-215
2686591	HERBICIDE	77.59	06/20	101-55200-215
2687126	LAWN SEED MIX	124.50	07/20	101-55440-215
Total REINDERS INC:		357.25		
ROBERT E. LEE & ASSOCIATES				
77768	OUTAGAMIE COUNTY LANDFILL LEACHATE	4,429.00	06/20	610-53612-256
Total ROBERT E. LEE & ASSOCIATES:		4,429.00		
RUGGLES, DEAN				
DOYLE 7/11/20	RENTAL FEE REFUND	60.00	07/20	101-34401
DOYLE 7/11/20	SECURITY DEPOSIT REFUND	20.00	07/20	101-21235
Total RUGGLES, DEAN:		80.00		
S.I. METALS & SUPPLY				
148740	SAFETY PLATE	100.00	06/20	630-53444-218
Total S.I. METALS & SUPPLY:		100.00		
SCHOMMER, DAVE				
6/25/20 TO 7/2/20	MEN'S SOFTBALL UMPIRE	97.50	06/20	101-55300-111
Total SCHOMMER, DAVE:		97.50		
STATE OF WI COURT FINES &				
JUNE 2020	JUNE COURT FINES	1,383.07	06/20	101-35101
Total STATE OF WI COURT FINES &:		1,383.07		

Invoice	Description	Total Cost	Period	GL Account
STONERIDGE LITTLE CHUTE LLC				
1023861337	FRUIT BASKET & DELIVERY	39.99	06/20	101-52200-211
1027191231	CONCESSION STAND SODA	31.62	06/20	204-55420-211
21032401443	FOOD	17.94	06/20	101-52200-211
21064631531	BAND WATER	11.96	06/20	101-55480-211
21070871007	FOOD	87.88	06/20	101-52200-211
22018491120	ICE	1.99	06/20	204-55420-211
23023991323	FOOD AND BEVERAGES	156.21	06/20	101-52200-211
23042231320	FOOD	69.93	06/20	101-52200-211
23066761447	CONCESSION STAND SODA	20.04	06/20	204-55420-211
23066761447	BATTERIES	11.58	06/20	204-55420-206
24039791803	FOOD	172.21	06/20	101-52200-211
25059740817	CONCESSION STAND CLEANING ITEMS	8.12	06/20	204-55420-211
Total STONERIDGE LITTLE CHUTE LLC:		629.47		
THE MAIN CONNECTION LLC				
070820	FACADE LOAN	50,000.00	07/20	222-13928
Total THE MAIN CONNECTION LLC:		50,000.00		
THEDACARE LABORATORIES				
JUNE 2020 121005	JUNE BLOOD DRAWS	170.00	06/20	207-52120-204
Total THEDACARE LABORATORIES:		170.00		
TIME WARNER CABLE				
06/20 71391120150	JUNE/JULY SERVICE	232.09	06/20	207-52120-203
Total TIME WARNER CABLE:		232.09		
TRANSAMERICA LIFE INSURANCE COMPANY				
2503826848	JULY BILLING	467.36	07/20	101-21364
Total TRANSAMERICA LIFE INSURANCE COMPANY:		467.36		
TRI CITY GLASS & DOOR				
I03-0630-63521	CLEAR PLEXIGLASS FOR 1ST & 2ND FLOORS	172.58	06/20	101-51650-244
Total TRI CITY GLASS & DOOR:		172.58		
TRUCK COUNTRY OF WISC				
X202608585:01	EGR COOLER #1	1,975.00	06/20	101-53330-225
X202609632:01	EXHAUST GASKET #1	95.37	07/20	101-53330-225
Total TRUCK COUNTRY OF WISC:		2,070.37		
UNEMPLOYMENT INSURANCE				
10173430	UNEMPLOYMENT-HAMMEN	125.00	07/20	101-55200-113
Total UNEMPLOYMENT INSURANCE:		125.00		
UNIFIRST CORPORATION				
0970311660	SHIRTS/PANTS	4.51	06/20	101-53330-213
0970311660	LAUNDRY BAGS/WIPERS	15.50	06/20	101-53330-218
0970312110	SHIRTS/PANTS	4.51	07/20	101-53330-213
0970312110	LAUNDRY BAGS/WIPERS	15.50	07/20	101-53330-218

Invoice	Description	Total Cost	Period	GL Account
Total UNIFIRST CORPORATION:		40.02		
US AUTOFORCE				
2011324 2 TIRES TRUCK #46		191.00	07/20	101-53330-225
Total US AUTOFORCE:		191.00		
VACUUM PUMP & COMPRESSOR INC				
98462 FRENCH POND PUMP		2,678.72	06/20	630-53441-253
Total VACUUM PUMP & COMPRESSOR INC:		2,678.72		
VALLEY LIQUOR				
844264 BEVERAGES AND SUPPLIES		149.45	06/20	101-52200-211
847175 BEVERAGES AND SUPPLIES		149.45	06/20	101-52200-211
850931 BEVERAGES AND SUPPLIES		149.45	06/20	101-52200-211
Total VALLEY LIQUOR:		448.35		
VAN STIPHOUT, JAY				
6/25/20 TO 7/2/20 MEN'S SOFTBALL UMPIRE		78.00	06/20	101-55300-111
Total VAN STIPHOUT, JAY:		78.00		
VANDERLOOP, ROB				
063020 JUNE CLEAN UP		30.00	06/20	101-52200-111
Total VANDERLOOP, ROB:		30.00		
WAITE'S TREE SERVICE				
062420 TRIM 2 TREES @ HEESAKKER PARK		400.00	06/20	101-55440-204
062920 TREE REMOVALS		6,600.00	06/20	101-55440-204
Total WAITE'S TREE SERVICE:		7,000.00		
WELLS FARGO FINANCIAL LEASING				
5011004766 JULY COPIER LEASE		450.00	07/20	101-53310-207
5011004766 JULY COPIER LEASE		803.15	07/20	101-51650-207
Total WELLS FARGO FINANCIAL LEASING:		1,253.15		
Grand Totals:		351,698.26		

Report GL Period Summary

Vendor number hash: 319068
 Vendor number hash - split: 432966
 Total number of invoices: 113
 Total number of transactions: 148

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	351,698.26	351,698.26
Grand Totals:	351,698.26	351,698.26

Report Criteria:

Invoice Detail.Voided = {=} FALSE

LCFD Incident Report
June 2020
Number of responses: 14
Last years: 11
YTD: 63

06/01/2020 03:47 Mutual aide @ a structure fire 317 Dixon Street Kaukauna Engine 3622, Car 3632 #20LC00050

06/03/2020 22:48 CO alarm sounding @ 1802 Mountain Ash Lane, investigated found a detector signaling end of life Engine 3621, Truck 3641, Car 3632 #20LC00051

06/09/2020 20:48 Vehicle fire @ Moto-Mart 303 W. Main Street, no fire coolant issue, cancelled before enroute Car 3632 #20LC00052

06/10/2020 19:10 Wire down near 208 E. McKinley Avenue, found abandoned cable/phone line which we have responded to multiple times before Engine 3621, Car 3632 #20LC00053

**06/12/2020 22:00 CO alarm sounding @ 1410 Washington Street, lot #40, investigated found smoke alarm sounding, battery issue
Engine 3621, Car 3632
#20LC00054**

**06/13/2020 17:52 Mutual aide request, standby @ Kaukauna Fire Department station for a structure fire @ 1305 Kenneth Avenue
Engine 3622
#20LC00055**

**06/15/2020 09:25 Alarm sounding @ Little Chute Elementary School 901 Grand Avenue, false alarm-workers got dust in a smoke detector
Engine 3621, Car 3632
#20LC00056**

**06/16/2020 06:21 Accident scene safety @ 1401 Joan Court, cancelled before going in route.
#20LC00057**

**06/17/2020 17:40 Accident I-41 north bound near Holland Road
Engine 3621, Truck 3641, Car 3632
#20LC00058**

**06/18/2020 17:34 Possible water rescue on the Fox River near 2637 W. Main Street, requested Kimberly Fire Dept. dispatched to Sunset Park, a pontoon located on the river was having issues, no rescue needed
Engine 3621, Car 3632**

#20LC00059

**06/22/2020 16:05 Vehicle accident at the intersection of E. Elm Drive & Freedom Road, assisted with scene safety and accident cleanup
Engine 3621, Car 3632
#20LC00060**

**06/23/2020 23:15 Possible structure fire @ 2100 Freedom Road, investigated found no issues
Engine 3621, Car 3632
#20LC00061**

**06/24/2020 08:52 CO alarm sounding @ 728 Madison Street, no CO issues bad batteries
Engine 3621, Car 3632
#20LC00062**

**06/24/2020 14:18 Wire down @ 1311 Coolidge Avenue
Cable tv/phone lines no power lines
Car 3632
#20LC00063**

VILLAGE OF LITTLE CHUTE MONTHLY REPORT – JUNE 2020



Little Chute

ESTABLISHED 1848

June 2020

Village Administrator Report to the Board of Trustees

Submitted to the Village Board of Trustees and the residents of Little Chute is a report of the various departments of the Village. The information contained herein is intended to keep the Board and public apprised of their government at work.

VILLAGE OF LITTLE CHUTE MONTHLY REPORT – JUNE 2020

The information in this report is meant to provide a snapshot of Village operations for the month preceding. The goal is to provide statistics and measures that can be analyzed and viewed over time. These reports will be reported to the Board monthly. The reports will be added to the official files of the Village of Little Chute and be published on the Village's website at www.littlechutewi.org.

As we continue this effort, the style and metrics will be fine-tuned to better capture operational aspects that will serve staff, the board and public with a more robust understanding of operations. Ultimately, this information can be used to assist in policy and fiscal decisions on the future of Village operations. New in 2020, we will be including data and information from the Little Chute Fire Department, which will help show how our dedicated team of individuals serve the community.

If you have any questions or suggestions, please contact us!

Department Overview

The report will track monthly activities for the following:

- Village Administrator
- Clerk
- Community Development
- Finance Department
- Little Chute Fire Department
- Fox Valley Metro Police Department
- Kimberly/Little Chute Library
- Parks, Recreation and Forestry Department
- Department of Public Works
- Engineering Department
- Monthly Consolidated Financial Statement by Account – Added as a feature in June of 2020

Questions or Comments

Should you have questions or comments with the information contained herein, please contact the Village Administrator:

James P. Fenlon
Village Administrator
108 W. Main Street
Little Chute, WI 54140
920-423-3850
james@littlechutewi.org

Village Administrator

HIGHLIGHTS

- The Board of Trustees worked on the following items in the month of June:
 - At the June 3rd meeting the Board received a presentation on the 2021-2025 Capital Improvement Plan, adopted an ordinance to streamline operator licenses, waived fees related to outdoor permits, accepted a grant from WEDC, affirmed a restated street and sidewalk assessment policy, declared intent to accept sales tax from Outagamie County, and approved the plan for the Little Chute Library.
 - At the June 17th meeting the Board received a presentation on a refinancing opportunity, authorized staff to pursue that refinancing, approved 2020-2021 liquor license, approved the 2021-2025 CIP, amended the 2020 budget, and approved a series of resolutions regarding polling places, the 2020 CMAR report, and adopted an ordinance related to prohibition of breeding animals for research purposes.
- Continued to work with staff on an effective resolution to a billing issue with Outagamie County Landfill.
- Worked with all departments and staff on ensuring that essential operations are preserved while safeguarding the public and staff from COVID 19. We are maintaining an active resource page for residents related to our COVID-19 response here: <https://www.littlechutewi.org/624/Response-to-COVID-19>
- Participated in a book reading event for the Kimberly Little Chute Public Library for publication in July.
- Provided input to a Sewer Service Amendment process that Outagamie County Landfill is attempting to achieve.
- Met/discussed numerous economic development opportunities with staff and developers.

TOP PRIORITIES FOR JULY

- Finalize efforts related to the annual TID reporting requirements for the other taxing jurisdictions. The annual meeting will be held on Wednesday, June 22nd.
- Continue to work with staff and various developers on projects of interest within the Village of Little Chute.
- Work with staff and business owners on the 2021 Pine Street parking lot project.
- Ensure the staff of the Village of Little Chute have the tools and support they need to continue delivery of essential services in the face of COVID 19 matters.
- Continue working with County officials on resolving the leachate billing matter.
- Work with the Village Board and Library Planning Committee to finalize efforts on creating a Library Board, establishing wages for 2021 and presenting a resolution to the Board for consideration on the topic.
- Present for Board of Trustee action:
 - Proceed with financing for 2020-2021
 - Finalize the 2020 special assessment
 - Conditional use hearing for the downtown Hotel
 - Discuss parking concerns, library efforts, Fox Cities Regional Partnership
 - Adopt an ordinance creating a library board and a resolution establishing a library
 - Finalize a single-family development project for board approval
 - Approve the installation of stop signs at Buchanan and Evergreen Drive
 - Present 2021 Budget Guidance
 - Set a public hearing for the vacation of Pine Street.

Clerk

HIGHLIGHTS

The upcoming elections continue to be a focus for the Clerk's Office. We are planning for the remaining elections, making sure safety procedures are in place. We processed a record number of absentee ballot requests and continue to see requests coming in. We completed Liquor and Operator License renewals for the year as well as organized the second annual Hot Diggity Dog luncheon, taking place June 30.

For the month of June, the Clerk's office completed our goals of:

- Shared data from social media sites
- Agendas/Minutes for meetings
- Continued maintenance of the Village Website and social media outlets
- Ongoing phone/supply ordering support
- Processing of cancelations and refunds for Civic Center rentals
- Preparations for 2020 elections webinar training, upkeep of voter records, supply ordering
- Completed process of Liquor License Renewals
- Begin planning and design for Parks & Rec Fall Program Guide
- Prepare and mailed out 1000+ Absentee Ballots for August 11 election
- Operator License Renewals
- Second Annual Hot Dog Social

Goals for July:

- Agendas/Minutes for meetings
- Share data from social media sites
- Maintenance of the Village Website and social media outlets
- Ongoing phone/supply ordering support
- Civic Center/Village Hall rentals
- Send out Park & Rec Fall Program Guide
- Begin planning of DPW Fall newsletter
- Send out and process Absentee Ballots
- Preparations and planning for August Election

Village of Little Chute Website and Social Media Metrics - June 2020

	This Month	This Month Last Year	% Change	Year to Date	Last Year to Date	% Change
Website Visits	13,235	24,908	-88.20%	68,992	86,114	-24.82%
Website Page Views	19,216	25,969	-35.14%	97,617	106,346	-8.94%
Facebook Likes	4,208	3,514	16.49%	23,979	20,195	15.78%
Facebook Reach	42,579	53,346	-25.29%	489,415	390,474	20.22%
Village Hall Blog View	363	679	-87.05%	2,296	3,772	-64.29%
Instagram Followers	616	471	23.54%	616	471	23.54%
Twitter Followers	422	370	12.32%	422	370	12.32%
Twitter Impressions	810	204	74.81%	5,511	2,631	52.26%

Community Development

HIGHLIGHTS

- Met with Commercial Developers regarding sites and TIF in village.
- Continued Inspections of homes, apartments, and commercial projects.
- Discussions with architects regarding new projects.
- Open book Held on 6/23/2020
- Hearing held for Conditional Use Permit for Downtown Hotel

TOP PRIORITIES FOR JULY

- Meet with builders and owners about upcoming commercial projects.
- Work with developers regarding Commercial/Industrial projects.
- Continued Inspections of homes, apartments, industrial and commercial projects.
- Assist developers, surveyors, and realtors with zoning requirements.
- Continuing education classes with focus on Building Inspection
- Update more permits/ Website
- Improve Site review process (on going project)
- Hold the Board of Review meeting on 7/14/2020
- Site Plan Review for Hotel and Finalized Conditional Use for the Hotel
- Land swap with St. John's Church
- Begin Work on Vacating portion of Pine St
- Meet with Local Businesses to Introduce Myself and to collect information on potential needs for the community/business

COMMUNITY DEVELOPMENT JUNE DATA

Community Development Department 2020 Permit Data				
	June-20	2020 Totals	2019 Totals	2018 Totals
Permits Issued	92	301	667	622
Property Complaints	2	14	31	61
Property/Field Inspections	80	345	912	929
Letters Sent	0	6	0	0
Action Corrected	2	2	13	44
Referred for Action	0	2	0	7
Ongoing	1	12	36	16

Community Development Department 2020 Permit Data				
	June-20	2020 Totals	2019 Totals	2018 Totals
Permits Issued	92	301	717	622
Permit Fees	\$42,727	\$182,067.00	\$108,776	\$257,754
Permit Value	\$14,080,927	\$29,853,498	\$35,228,147	\$47,343,017

Finance Department

HIGHLIGHTS

- Capital Improvement Plan was approved, posted to the website and letters sent notifying any residents that live on a street impacted by the plan.
- TID 4 and 5 30% Expenditure Audit fieldwork completed. This included pulling invoices coordinated by authorized project plans dating back to 2007 for TID 4 and 2013 for TID 5. Preparing for the fieldwork was a time intensive effort and appreciate staff assistance in retrieving dated records.
- Monitor and react to COVID-19 changing regulations, process and address unemployment claim notices and participate in Finance Director Statewide conference calls to share information/strategize options for impacts to budgets. Preparing eligible expense documentation for Cares Act Funding Routes to Recovery: Local Government Aid Grants.
- Successful completion of taxable Private Placement General Obligation Sale that resulted in Present Value Savings of 3.591% or \$60,757
- Finalize the Preliminary Official Statement, schedule Moody's rating call and other final details to ensure a successful sale of the 2020-2021 capital projects funded by debt
- Submitted the 2019 Comprehensive Annual Financial Report to GFOA for the Award for Excellence program, filed 2019 TID State Reports and 2019 State Video Provider Report
- 4,019 utility bills created, 127 service orders (Final Reads, High/Low Reads, Meter Installations) created/coordinated with MCO and 200 Landlord notices mailed for tenant delinquency notification, 884 ratepayers opted out of postcard billing, 1,587 ratepayers utilized PSN and 651 ACH for payments in June.

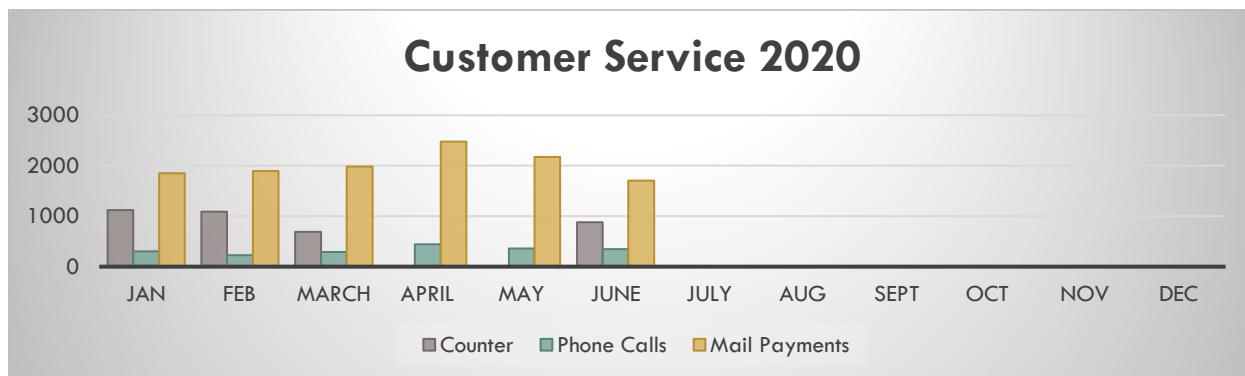
TOP PRIORITIES FOR JULY

- Finalize the Request for Proposal seeking firms interested in performing the Village's audit for 2020-2024
- Review staff progress on procedure manuals
- Budget planning for 2021 including updated 2020 projection plus contingency planning for any revenue shortfalls
- Working on evaluation of cell/landline phone, internet, and copier/scanner devices to determine if duplication of any services exist along with potential to consolidate services for great cost efficiencies. Accounts Payable Clerk is gathering/coordinating data.
- TID 4 and 5 30% audit financial statement review and issuance
- Complete planning for annual Joint Review Board Meeting for TID Districts

CONTINUOUS IMPROVEMENT EFFORTS

- Payroll Clerk eliminated areas of duplicate record retention, implemented electronic review vs paper copy where can be implemented with current system
- Utility Billing Clerk eliminated duplicate source documents for refunding of an overpayment, changed to electronic filing vs printed copies of several reports, eliminated color copies where not needed in addition to cleaning files for optimal organization
- Accounts Payable Clerk updated COVID expense report spreadsheet adding items necessary for submittal including copies of canceled check or ACH payments

JUNE DATA



PERFORMANCE MEASUREMENTS

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>Target 2020</u>
# months bank reconciliation completed timely	0	0	7	12
# of stale checks outstanding	NM	NM	57	5
Custodial credit risk	\$12.3K	\$6.1K	\$.3K	\$0
% of customers paying online	NM	NM	42%	55%
Continuous improvement initiatives	NM	NM	25	10
Number of special assessment billings	277	296	67	125
Average number of monthly utility bills	4,076	4,052	4,033	4,050
Annual number of utility work orders	952	1,093	920	950
Annual tax certification letters	793	735	775	750
General obligation bond rating	Aa3	Aa3	Aa3	Aa2
# of auditor's compliance issues	NM	6	2	0
% of time monthly financials closed within 15 days	NM	NM	58%	90%
% of staff adequately trained/cross trained	NM	NM	70%	100%

NM=New Measure

Little Chute Fire Department

Little Chute Fire Department - 2020 Calls for Service

	Structure Fire	CO Call	Mutual Aid	Auto Accident	Alarm Response	Misc.	Electric	Fire Pit Complaint	2020 Total Responses	2019 Total Responses	2018 Total Responses	2017 Total Responses	2016 Total Responses	2015 Total Responses
2020 SUMMARY	1	11	3	16	9	8	8	7	63	202	165	172	155	132
June 2020 Calls	0	3	2	4	1	2	2	0	14					



Fox Valley Metro Police Department

- The department has been conducting background checks on liquor license applicants for the village.
- CIP purchases (new squad car and new building backup power generator) have been put on hold due to the economic impact uncertainty that the COVID-19 pandemic has had on government budgets.
- Recently I proposed the exploration and creation of an alternative justice, teen court program for both communities that we serve. My proposal was initiated based on a request from a Kimberly community group. The concept was presented to community members, village administrators and school district staff from both villages. The school districts did not seem in favor of the program because it either doesn't fall in line with their ideology of responding to student violators and/or there are not enough violations to quantify the creation of the program. The school districts requested more data be compiled regarding the number and types of violations that occur within the schools. Our Police School Liaison Officers are working on compiling this data for a potential, future meeting. I am of the opinion that even if we do not have many violations occurring in the schools, the program would still benefit many of our youth.

ACTIVITY / PERFORMANCE METRICS

Below is a table showing a three-month comparison of calls for service and incidents in Little Chute.

Of note, fireworks complaints were up 1,800%. Might have something to do with the July 4th holiday.



FOX VALLEY METRO POLICE DEPARTMENT

Month-to-Date CAD Call Detail

Month-To-Date CAD Received Calls

Call Nature	06/09/2020	05/11/2020	1 mo %	04/12/2020	2 mo %
	to 07/07/2020:	to 06/08/2020:	change:	to 05/10/2020:	change:
911 Misdial	70	74	-5.4%	53	32.1%
Abandoned Vehicle	7	3	133.3%	2	250.0%
Abdominal A-Adam Response	0	1	-100.0%	0	N/A
Abdominal C-Charlie Response	0	1	-100.0%	1	-100.0%
Accident in a Parking Lot	3	2	50.0%	3	0.0%
Accident with Injury	2	0	N/A	0	N/A
Accident with Scene Safety	1	2	-50.0%	0	N/A
Alcohol Violations	0	1	-100.0%	0	N/A
Allergies D-David Response	0	0	N/A	2	-100.0%
Animal Bite	1	2	-50.0%	3	-66.7%
Animal Call	20	29	-31.0%	17	17.6%
Assist Citizen or Agency	50	52	-3.8%	44	13.6%
Back Problem C-CharlesResponse	1	0	N/A	0	N/A
Battery	1	1	0.0%	0	N/A
Bicycle Stop	1	0	N/A	0	N/A
Bleeding D-David Response	2	0	N/A	1	100.0%
Breathing Problem C-Charles	1	0	N/A	1	0.0%
Breathing Problem D-David	5	4	25.0%	2	150.0%
Burglary	2	0	N/A	0	N/A
Carbon Monoxide Alarm	2	2	0.0%	1	100.0%
Chest Complaint C-Charles	2	1	100.0%	0	N/A
Chest Complaint D-David	1	1	0.0%	3	-66.7%
Choking D-David Response	0	1	-100.0%	0	N/A
Civil Matter Assist	5	2	150.0%	3	66.7%
Civil Process	1	1	0.0%	5	-80.0%
Crime Prevention	66	25	164.0%	69	-4.3%
Damage to Property	3	8	-62.5%	7	-57.1%
Diabetic Issue A-Adam	1	1	0.0%	0	N/A
Diabetic Issue C-Charles	1	0	N/A	0	N/A
Diabetic Issue D-David	1	0	N/A	0	N/A
Disturbance	15	18	-16.7%	10	50.0%

Domestic Disturbance	3	4	-25.0%	2	50.0%
Drowning E-Edward Response	1	0	N/A	0	N/A
Drug Complaint	6	4	50.0%	7	-14.3%
Dumpster Fire	1	0	N/A	0	N/A
Emergency Committal	0	1	-100.0%	1	-100.0%
Fainting A-Adam	1	0	N/A	0	N/A
Fainting C-Charles	1	0	N/A	0	N/A
Falls A-Adam Response	1	7	-85.7%	2	-50.0%
Falls B-Boy Response	1	1	0.0%	0	N/A
Fire Alarm Commercial	1	2	-50.0%	2	-50.0%
Fire Oversized/Commercial Veh	0	0	N/A	1	-100.0%
Fire Unauthorized Burning	0	2	-100.0%	2	-100.0%
Fire Vegetation or Grass	0	1	-100.0%	1	-100.0%
Fire Vehicle Small	1	0	N/A	0	N/A
Fireworks Complaint	19	1	1,800.0%	0	N/A
Follow Up	18	12	50.0%	12	50.0%
Fraud Complaint	4	7	-42.9%	7	-42.9%
Garbage or Rubbish Fire	1	0	N/A	0	N/A
Harassment	11	6	83.3%	7	57.1%
Hazard in Roadway	21	18	16.7%	26	-19.2%
Heart Problem D-David	2	0	N/A	0	N/A
Jail GPS Checks	1	8	-87.5%	14	-92.9%
Juvenile Complaint	6	4	50.0%	3	100.0%
K9 Assist	1	0	N/A	0	N/A
Law Alarms - Burglary Panic	6	5	20.0%	5	20.0%
Lost or Found Valuables	14	12	16.7%	6	133.3%
Medical Assistance No Injury	1	2	-50.0%	2	-50.0%
Medical Pre-Alert	2	3	-33.3%	1	100.0%
Missing Person	2	0	N/A	1	100.0%
Motorist Assist	15	30	-50.0%	14	7.1%
Natural Gas or Propane Leak	0	0	N/A	2	-100.0%
Noise Complaint	5	9	-44.4%	12	-58.3%
Ordinance Violation	32	24	33.3%	31	3.2%
Overdose C-Charles	0	0	N/A	1	-100.0%
PNB D-David Response	0	0	N/A	1	-100.0%
PNB E-Edward Response	1	2	-50.0%	1	0.0%
Parking Enforcement	9	11	-18.2%	3	200.0%
Reckless Driving Complaint	22	24	-8.3%	14	57.1%
Residence Lockout	0	1	-100.0%	0	N/A
Retail Theft	1	2	-50.0%	0	N/A
Robbery	0	0	N/A	1	-100.0%

Scam	2	0	N/A	0	N/A
Seizure A-Adam Response	0	1	-100.0%	0	N/A
Seizure C-Charles Response	0	1	-100.0%	0	N/A
Sick A-Adam	3	1	200.0%	4	-25.0%
Sick C-Charles	3	5	-40.0%	3	0.0%
Sick D-David	1	0	N/A	1	0.0%
Spill Cleanup	0	3	-100.0%	0	N/A
Stroke C-Charles	1	0	N/A	0	N/A
Structure Fire Smoke or Flame	1	1	0.0%	0	N/A
Suicide A-Adam	0	1	-100.0%	0	N/A
Suspicious Incident	25	12	108.3%	9	177.8%
Suspicious Person	10	8	25.0%	4	150.0%
Suspicious Vehicle	8	9	-11.1%	10	-20.0%
Theft Complaint	8	5	60.0%	4	100.0%
Theft of Automobile Complaint	3	1	200.0%	1	200.0%
Traffic Enforcement	13	22	-40.9%	1	1,200.0%
Traffic Stop	127	64	98.4%	20	535.0%
Transport Accident B-Boy	1	0	N/A	0	N/A
Traumatic Injuries A-Adam	1	0	N/A	3	-66.7%
Traumatic Injuries B-Boy	0	1	-100.0%	1	-100.0%
Traumatic Injuries D-David	1	0	N/A	0	N/A
Trespassing	3	2	50.0%	3	0.0%
Unconscious D-David	2	0	N/A	1	100.0%
Unlocked or Standing Open Door	8	3	166.7%	7	14.3%
Vacant House Check	0	0	N/A	3	-100.0%
Vehicle Accident	17	12	41.7%	9	88.9%
Vehicle Lockout	4	5	-20.0%	5	-20.0%
Vehicle Pursuit	0	0	N/A	1	-100.0%
Violation of Court Order	2	5	-60.0%	2	0.0%
Wanted Person or Apprehension	1	0	N/A	3	-66.7%
Water Problem	1	0	N/A	0	N/A
Water Rescue	1	0	N/A	0	N/A
Welfare Check	25	34	-26.5%	26	-3.8%
Wire Down	3	1	200.0%	3	0.0%

Kimberly/Little Chute Joint Public Library

HIGHLIGHTS

- Revised curbside pick-up plan.
- We continue updating and cleaning patron records in anticipation of new ILS in fall. Of 1,356 Little Chute accounts reviewed we can purge 1,228. 128 remain and require action. More lists will likely be generated for review. There is an opportunity to draw additional residents to our library.
- Finished Summer Program Planning/Beanstack set up and launched June 22. To date 182 Readers are registered, 35,421 minutes logged and 616 badges earned.
- Poetry contest winners selected and poems posted in businesses.
- Kimberly – Little Chute is the library with highest circulation in OWLSnet for the month of June

TOP PRIORITIES FOR JULY

- Continue to review and revise practices to serve during COVID-19 and prepare for possibilities of reopening with or without restrictions. Set up library for limited service. Possibly Revise staff scheduling to address curbside changes and prepare for tech appointment
- Launch book talk series and movie talks
- Collection development and digital services review
- Follow up on outdoor wifi access points and laptops for circulation grants
- Circulating hotspots, already started - trouble shooting and revise procedure and guide.
- Staff Training CarlX - all staff will complete 9 – 15 hours of training initially, additional training is likely.
- Promote Beanstack and other library services.

UPCOMING EVENTS

- Watch our Social Media and digital newsletter for program announcements.

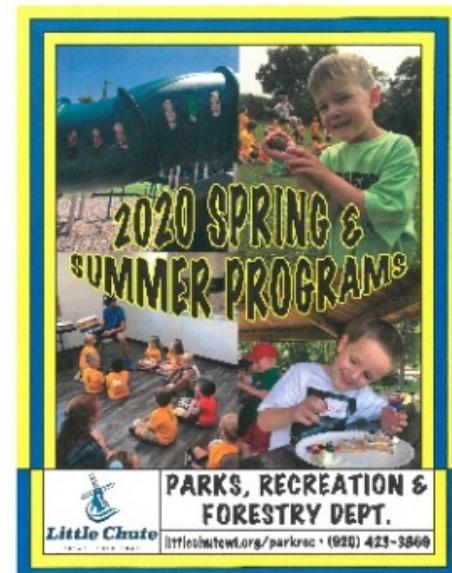
Parks, Recreation and Forestry Department

HIGHLIGHTS

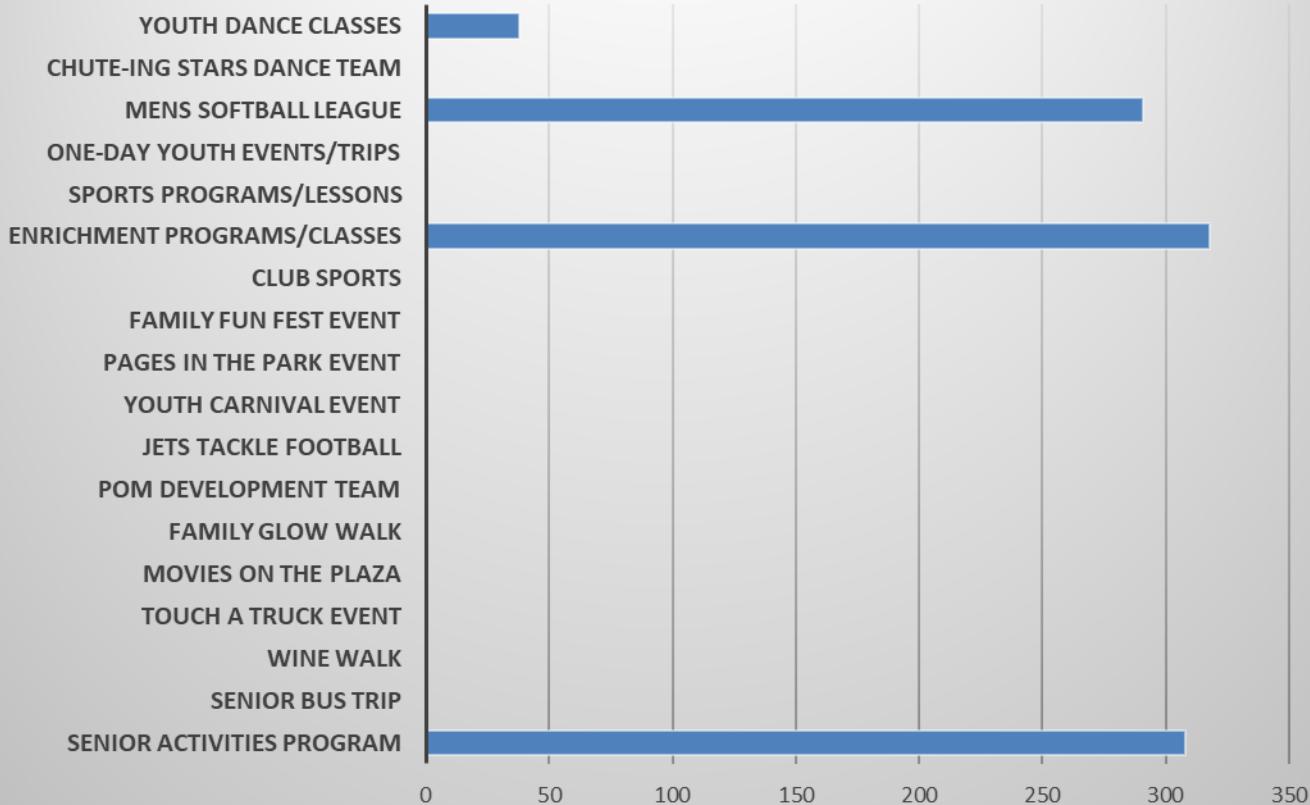
- Received the village wide tree planting proposals on June 12. Van Zeeland's Nursery was the low bidder in the amount of \$32,372.04 for 94 trees.
- Opened the Doyle Pool and Slide on June 7. The pool will be open to Little Chute residents only. Policies and restrictions are subject to change. We did close the pool from June 24-26 for a staff member that took a COVID-19 test. The test results were negative. We reopened the pool on June 27.
- Continued free Virtual Yoga Class offering on Wednesday evening in June – instructor fees covered this month by Ascension Medical Group.
- Men's Softball League (18 teams) began their modified season on Thursday, June 4 at Doyle Park.
- Little Chute Diamond Club began their modified season of team practices and league games at the beginning of June.
- Chute-ing Stars Dance Team virtual practices & tryouts held in June; team of 19 dancers selected from virtual tryout submissions.
- Rec staff assisted with park projects (when no rec programs offered) for 2 1/2 weeks; received required bloodborne training 6/24; some recertified in CPR/FirstAide/AED 6/24.
- Communicated with families and rec instructors about program/facility cancellations, event postponements & rescheduling; processed program fee refunds as needed with finance department.
- Worked on planning for fall/winter programs (contact instructors, book facilities, etc.) and reviewed options for promoting programs.
- Prep work for programs that began the week of July 7 (staff scheduling, needed supplies, craft projects, event activities, food/snack for programs, etc.)

TOP PRIORITIES FOR JULY

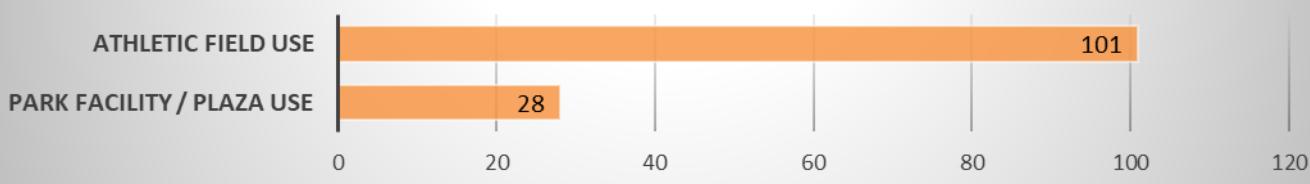
- Begin summer youth programming beginning on July 6
- Preconstruction meeting of the Fox River Boardwalk on Friday, July 10.
- Begin construction on the Van Lieshout Playground and Pour in Place Surfacing
- Host a Dive in Movie at the Doyle Pool sponsored by Unison Credit Union.
- Finalize fall/winter program book; proof; send to print by mid-July; schedule mailing to LC taxpayer's week of July 27
- Enter upcoming programs in RecDesk to prepare for start of program registration on August 3
- Prep work for weekly programs - staff scheduling, needed supplies, craft projects, event activities, food/snack for programs, etc.
- Prep work for Movie In The Park on July 28 – final arrangements with screen company, power supplies, staff scheduling, etc.
- Prep work for jets football program – remaining official contracts, new coach background checks, inventory all equipment, stickers on new helmets, cleanup storage area, etc.



2020 Year-To-Date PROGRAM PARTICIPATION



2020 Year-To-Date...



Department of Public Works

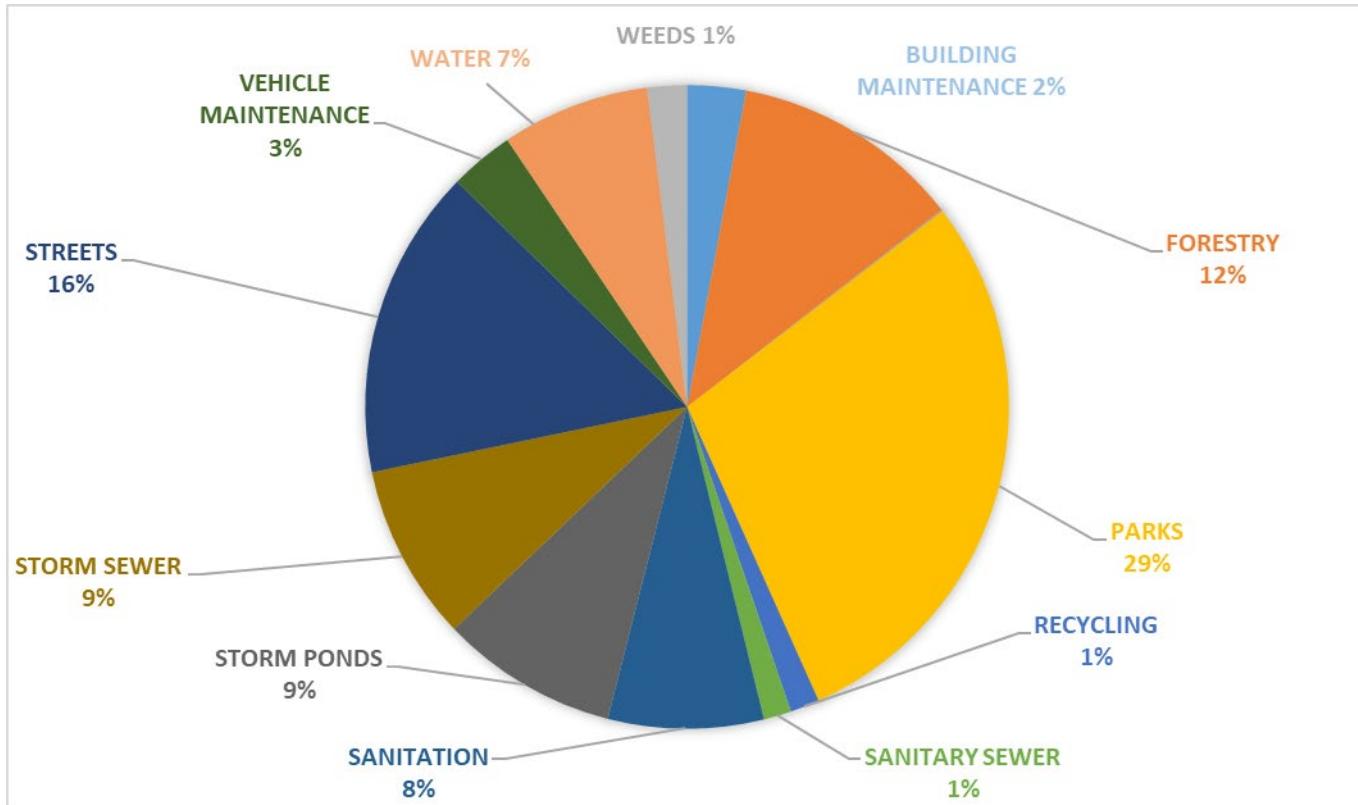
HIGHLIGHTS

- All erosion control and storm water permits were monitored.
- Continued to work to find resolution regarding Outagamie County Landfill leachate entering the sanitary collection system.
- Investigated backyard drainage concerns and located storm laterals as requested.
- Evaluated storm inlets and painted educational stencils stating – “Dump No Waste Drains to River”.
- Repaired silt fence at yard waste site.
- Storm Ponds – seasonal trapping of muskrats, restored residential storm corridor, removed goose fence Buchanan pond, out fall screening preparation, and pond dredging research.
- Early season pavement painting started.
- Rehabbed approximately 60 blocks of village sidewalks due to tree damage and water excavations.
- 2020 sign order completed for street signs.

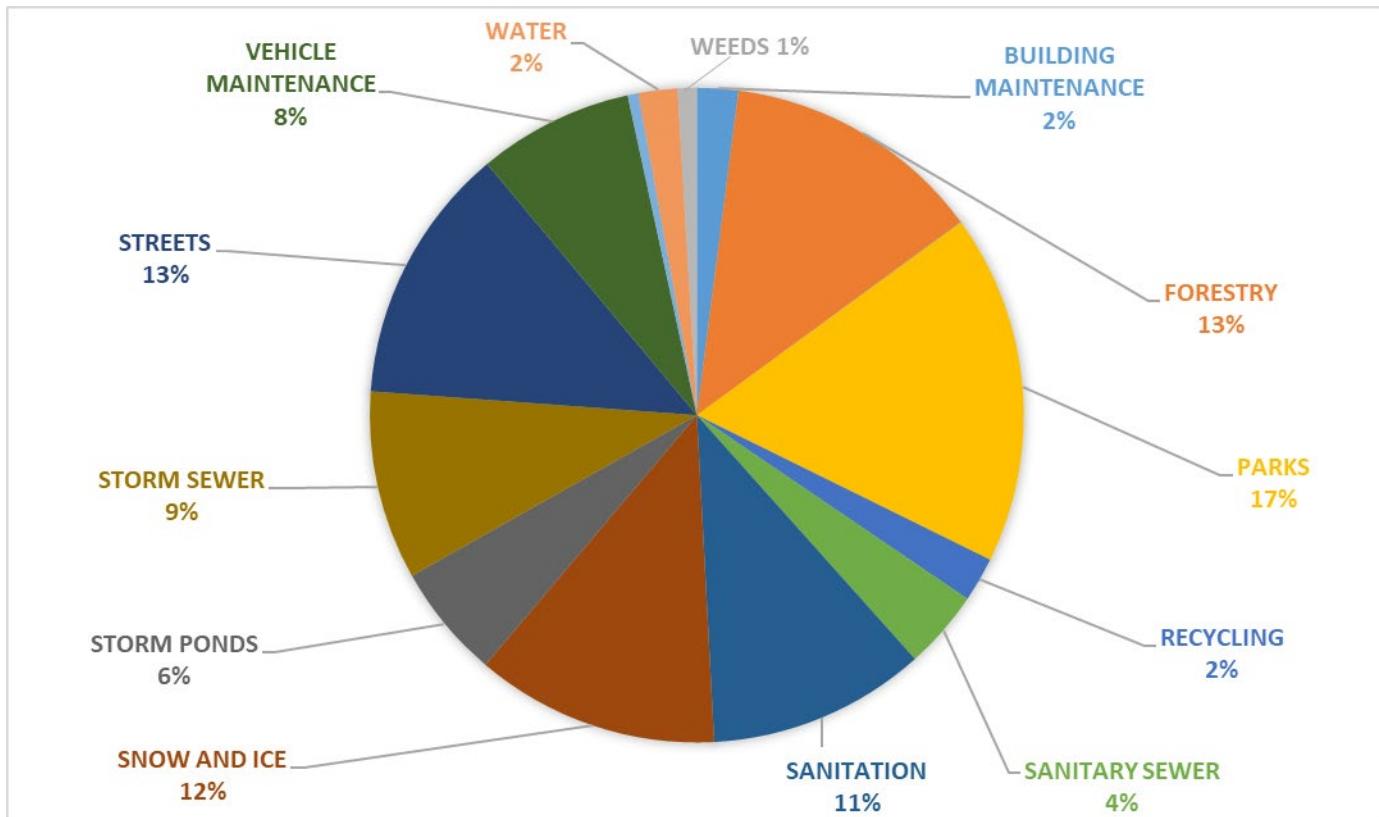
TOP PRIORITIES FOR JULY

- Continue to evaluate the Village storm water ponds.
- Update preventive maintenance plans for sanitary and storm sewers.
- Update the Fleet Management Plan.
- Continue to prepare for 2020 follow-up meeting with WDNR regarding the Village MS4 permit.
- Track down and repair sanitary sewer inflow and infiltration (I&I).
- Continue 2020 sidewalk replacement / road crack sealing and painting street lines.
- Chip seal the following streets – Taylor, Washington, Van Buren, and Harrison.

MAY Department of Public Works & Parks Department Hours Worked (Includes Full & Part-time Hours)



Year to Date Department of Public Works & Parks Department Hours Worked (Includes Full & Part-time Hours)



Engineering Department

HIGHLIGHTS

- Carol Lynn Drive & Homewood Court Utilities – The Utility Contractor continues work on Homewood Court with the work completed for the month of June provided in tables below. No work was completed on Carol Lynn Drive for the month of June.

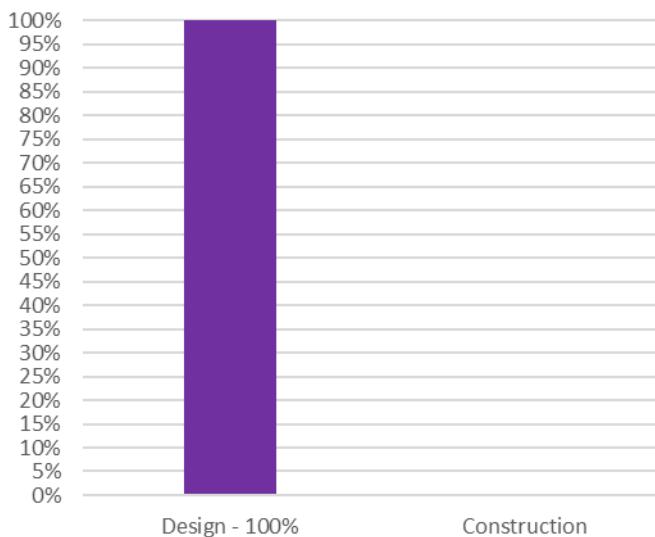
SANITARY		Installed	Abandoned/Remove
Abandon Sanitary Manhole	EA		1
WATER		Installed	Abandoned/Remove
8 Inch Main	LF	112.00	1,035.00
8" Water Valves		1	
Fire Hydrants	EA		1
1 1/4" Poly Water Lateral	LF	780.00	
STORM		Installed	Abandoned/Remove
12 Inch and Smaller Storm Sewer	LF	1,603.60	695.00
15 to 30 Inch Storm Sewer	LF	224.00	300.00
6 Inch PVC Storm Lateral	LF	806.00	
Manholes/Inlets/Catch Basins	EA	16	6

- Goals – The Engineering Department did review our goals at mid-year so that we can maintain our schedule for this work. We have made advances to our GIS database program but progress to our water main database was slowed by our Consultant due to manpower issues. These issues have been resolved and water main improvements are again underway.

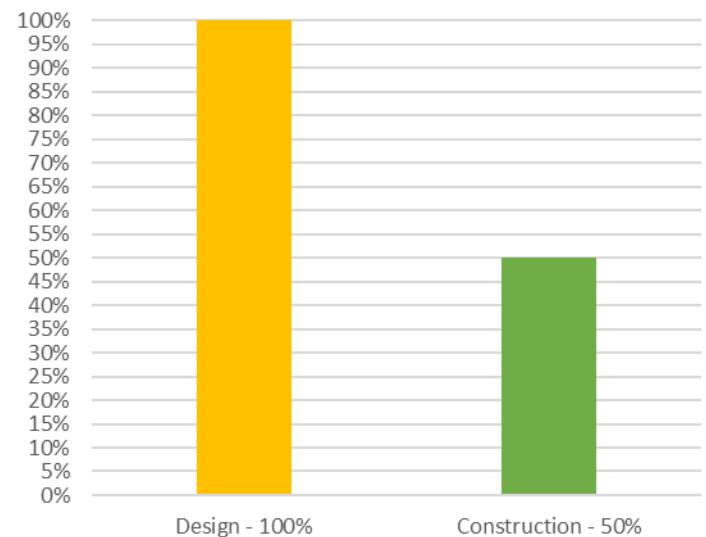
TOP PRIORITIES FOR JULY

- Carol Lynn Drive & Homewood Court Utilities – Carol Lynn Drive & Homewood Court Utilities - Revised Utility Schedule - The contractor has indicated that they will be starting water main work on Carol Lynn Drive after the Fourth of July weekend. A second utility crew is scheduled to begin work on Carol Lynn Drive the week of July 20th. Utility work is expected to be completed on Homewood Court after the first week in July. The Paving Contractor is scheduled to begin excavation for the new road/pavement on August 17th. The Utility Contractor is currently on schedule to provide the Paving Contractor access to the work site.
- Downtown Storm Sewer Extension – Design work has begun to provide conveyance of storm water from the Hotel Site to the regional storm water management basin (Buchanan Pond). This work will continue to provide for a late summer or early fall bidding and contract award.
- Other active work projects - We have collected the field work for the 2021 Capital Improvement Projects and base map preparation is in process for this work. We continue to make progress on showing lateral locations in GIS for the storm and sanitary sewers. Work has also begun on improving our data base for the Village water main and associated laterals.
- Moasis Water Main Reconstruction – A preconstruction meeting is scheduled for July 28th. After the preconstruction meeting a public on-site informational meeting can be held with business owners and residents to communicate when the project will commence and what can be expected.

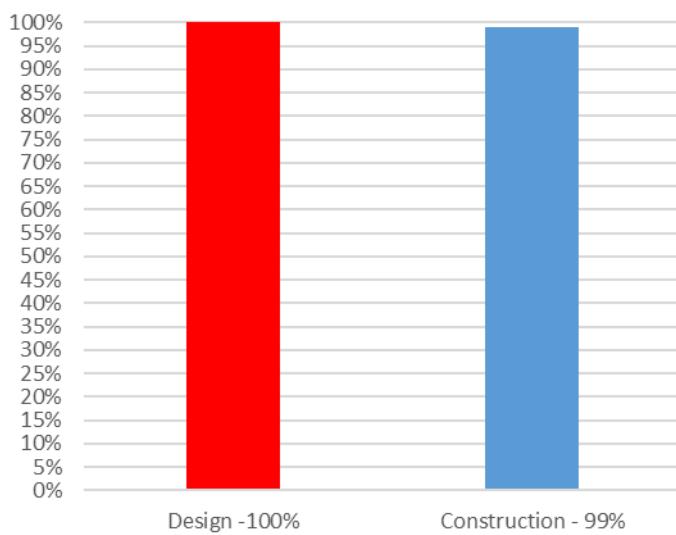
Moasis Drive Water Main



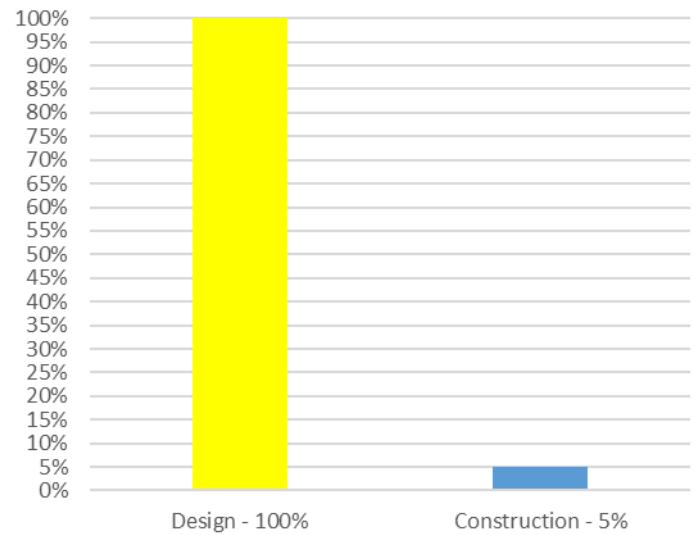
Homewood Court



West Evergreen Drive



Carol Lynn Drive



	June	YTD 2020	BUDGET 2020	VARIANCE	% OF BUDGET
GENERAL FUND					
Taxes	1,839.33	726,892.20	960,150.00	(233,257.80)	75.71%
Total Licenses and Permits	45,795.00	122,901.06	124,760.00	(1,858.94)	98.51%
Intergovernmental Aid	4,375.00	505,387.11	2,416,400.00	(1,911,012.89)	20.91%
Public Charges for Service	16,578.83	74,015.30	137,328.00	(63,312.70)	53.90%
Fines and Forfeitures	2,711.14	43,969.01	91,000.00	(47,030.99)	48.32%
Total Interest	1,868.98	33,552.65	96,837.00	(63,284.35)	34.65%
Miscellaneous Revenue	27,513.00	103,893.87	160,118.00	(56,224.13)	64.89%
Other Financing Sources	571.17	91,222.83	217,700.00	(126,477.17)	41.90%
Total General Fund Revenue	101,252.45	1,701,834.03	4,204,293.00	(2,502,458.97)	40.48%
Village Board	3,514.83	35,557.98	77,141.00	(41,583.02)	46.09%
Administration	7,892.29	52,355.00	122,154.00	(69,799.00)	42.86%
Engineering & GIS	3,530.67	15,556.40	92,938.00	(77,381.60)	16.74%
Finance	13,544.83	97,184.76	220,959.00	(123,774.24)	43.98%
Clerk	10,202.70	82,344.87	168,150.00	(85,805.13)	48.97%
Community Development - Assessing	7,903.98	81,919.13	117,364.00	(35,444.87)	69.80%
Village Hall	4,646.51	30,677.22	69,116.00	(38,438.78)	44.39%
Municipal Court	4,133.94	31,184.57	65,897.00	(34,712.43)	47.32%
Unallocated	8,076.11	81,538.91	221,932.00	(140,393.09)	36.74%
Insurance	28,830.14	134,640.78	267,384.00	(132,743.22)	50.35%
Village Promotion and Goodwill	238.78	5,402.62	52,064.00	(46,661.38)	10.38%
Inspections	8,376.58	54,935.23	115,232.00	(60,296.77)	47.67%
Fire Operations	31,296.88	132,019.13	295,859.00	(163,839.87)	44.62%
Fire Allocated	6,303.39	157,426.35	364,070.00	(206,643.65)	43.24%
Crossing Guards	3,913.34	45,325.81	89,135.00	(43,809.19)	50.85%
Public Works Administration	1,138.29	7,664.58	29,947.00	(22,282.42)	25.59%
Street Repair and Maintenance	49,967.82	217,013.63	651,284.00	(434,270.37)	33.32%
Public Works Support Services	3,457.71	25,766.30	45,256.00	(19,489.70)	56.93%
Public Works Vehicle Maintenance	16,508.67	79,499.94	177,179.00	(97,679.06)	44.87%
Snow and Ice Control	3,146.48	126,623.65	244,895.00	(118,271.35)	51.71%
Weed Control	1,541.23	3,738.04	18,301.00	(14,562.96)	20.43%
Recycling	6,237.17	21,188.84	51,195.00	(30,006.16)	41.39%
Park	40,841.24	145,722.94	384,616.00	(238,893.06)	37.89%
Recreation	27,105.39	117,836.47	308,655.00	(190,818.53)	38.18%
Forestry	21,130.42	131,249.48	154,233.00	(22,983.52)	85.10%
Youth Football	1,103.55	1,367.86	15,100.00	(13,732.14)	9.06%
Community Band	87.96	1,118.27	6,100.00	(4,981.73)	18.33%
Economic Development	-	954.56	7,600.00	(6,645.44)	12.56%
Transfers	-	-	-	-	#DIV/0!
Total General Fund Expenses	314,670.90	1,917,813.32	4,433,756.00	(2,515,942.68)	43.25%
GENERAL FUND NET REVENUES (EXPENSES)	(213,418.45)	(215,979.29)	(229,463.00)	13,483.71	
SANITATION					
Sanitation Revenues	47,180.82	284,444.51	514,200.00	(229,755.49)	55.32%
Sanitation Expenses	52,418.91	225,588.20	509,346.00	(283,757.80)	44.29%
SANITATION NET REVENUES (EXPENSES)	(5,238.09)	58,856.31	4,854.00	54,002.31	

	June	YTD 2020	BUDGET 2020	VARIANCE	% OF BUDGET
FIRE EQUIPMENT DONATION					
Fire Equipment Donation Revenues	197.36	63,672.61	82,350.00	(18,677.39)	77.32%
Flag Pole Memorial Expenses	-	1,009.75	2,100.00	(1,090.25)	48.08%
FIRE EQUIPMENT DONATION NET REVENUES (EXPENSES)	197.36	62,662.86	80,250.00	(17,587.14)	
AQUATICS					
Aquatics Revenue	17,970.50	104,152.98	173,794.00	(69,641.02)	59.93%
Aquatics	36,268.96	51,983.95	173,794.00	(121,810.05)	29.91%
AQUATICS NET REVENUES (EXPENSES)	(18,298.46)	52,169.03	-	52,169.03	
LIBRARY/CIVIC CENTER					
Library/Civic Center Revenues	103.00	334,451.93	429,520.00	(95,068.07)	77.87%
Library/Civic Center	6,038.21	192,882.53	489,520.00	(296,637.47)	39.40%
LIBRARY/CIVIC CENTER NET REVENUES (EXPENSES)	(5,935.21)	141,569.40	(60,000.00)	201,569.40	
CONSOLIDATED POLICE SERVICES					
Consolidated Police Services Revenue	80,513.67	2,302,763.99	3,477,028.00	(1,174,264.01)	66.23%
Police Services Consolidated	276,860.50	1,622,776.74	3,477,028.00	(1,854,251.26)	46.67%
CONSOLIDATED POLICE SERVICES NET REVENUES (EXPENSES)	(196,346.83)	679,987.25	-	679,987.25	
VAN LIESHOUT RECREATION CENTER					
Van Lieshout Rec Center Revenues	241.76	2,564.11	14,750.00	(12,185.89)	17.38%
Van Lieshout Rec Center Expenses	144.19	20,723.87	30,766.24	(8,588.37)	67.36%
VAN LIESHOUT NET REVENUES (EXPENSES)	97.57	(18,159.76)	(16,016.24)	(3,597.52)	
PROMOTIONAL FUND					
Promotional Fund Revenues	68.61	3,875.50	18,400.00	(14,524.50)	21.06%
Promotional Fund Expenses	-	4,664.80	17,800.00	(13,135.20)	26.21%
PROMOTIONAL NET REVENUES (EXPENSES)	68.61	(789.30)	600.00	(1,389.30)	
SPECIAL ASSESSMENTS					
Special Assessment Revenue	17,361.53	162,171.31	276,489.00	(114,317.69)	58.65%
Special Assessment Expense	172.87	1,160.60	601,650.00	(600,489.40)	0.19%
SPECIAL ASSESSMENTS NET REVENUES (EXPENSES)	17,188.66	161,010.71	(325,161.00)	486,171.71	
EQUIPMENT REVOLVING FUND					
Equipment Revolving Revenue	359.40	26,916.74	170,076.00	(143,159.26)	15.83%
Equipment Revolving Expenses	23,222.50	47,392.59	123,000.00	(75,607.41)	38.53%
EQUIPMENT NET REVENUES (EXPENSES)	(22,863.10)	(20,475.85)	47,076.00	(67,551.85)	

	June	YTD 2020	BUDGET 2020	VARIANCE	% OF BUDGET
FACILITY AND TECHNOLOGY FUND					
Facility and Technology Fund Revenues	52.28	56,139.88	73,250.00	(17,110.12)	76.64%
Facility and Technology Fund Expenditures	1,714.90	60,842.13	158,250.00	(97,407.87)	38.45%
FACILITY AND TECHNOLOGY NET REVENUES (EXPENSES)	(1,662.62)	(4,702.25)	(85,000.00)	80,297.75	
TAX INCREMENT DISTRICT 4					
Tax Increment District 4 Revenues	643.65	1,028,695.73	1,457,830.00	(429,134.27)	70.56%
Tax Increment District 4 Expenses	59,779.73	754,218.77	1,056,923.00	(302,704.23)	71.36%
TAX INCREMENTAL DISTRICT 4 NET REVENUES (EXPENSES)	(59,136.08)	274,476.96	400,907.00	(126,430.04)	
TAX INCREMENT DISTRICT 5					
Tax Increment District 5 Revenues	136.41	300,336.22	464,909.00	(164,572.78)	64.60%
Tax Increment District 5 Expenses	2,595.38	84,427.13	313,917.00	(229,489.87)	26.89%
TAX INCREMENTAL DISTRICT 5 NET REVENUES OVER EXPENSES	(2,458.97)	215,909.09	150,992.00	64,917.09	
TAX INCREMENT DISTRICT 6					
Tax Increment District 6 Revenues	989.16	751,450.45	2,317,617.00	(1,566,166.55)	32.42%
Tax Increment District 6 Expenses	12,905.86	37,783.93	3,035,669.00	(2,997,885.07)	1.24%
TAX INCREMENTAL DISTRICT 6 NET REVENUES (EXPENSES)	(11,916.70)	713,666.52	(718,052.00)	1,431,718.52	
TAX INCREMENT DISTRICT 7					
Tax Increment District 7 Revenues	47.38	71,176.78	97,612.00	(26,435.22)	72.92%
Tax Increment District 7 Expenses	73,136.32	2,520.24	155,630.00	(153,109.76)	1.62%
TAX INCREMENTAL DISTRICT 7 NET REVENUES (EXPENSES)	(73,088.94)	68,656.54	(58,018.00)	126,674.54	
TAX INCREMENT DISTRICT 8					
Tax Increment District 8 Revenues	29.41	8,698.67	614,600.00	(605,901.33)	1.42%
Tax Increment District 8 Expenses	8,239.91	28,980.86	775,273.00	(746,292.14)	3.74%
TAX INCREMENTAL DISTRICT 8 NET REVENUES (EXPENSES)	(8,210.50)	(20,282.19)	(160,673.00)	140,390.81	
PARK IMPROVEMENT					
Park Improvement Revenue	1,317.74	95,650.32	921,367.00	(825,716.68)	10.38%
Park Improvement Expenses	-	52,526.58	1,518,653.00	(1,466,126.42)	3.46%
PARK IMPROVEMENTS NET REVENUES (EXPENSES)	1,317.74	43,123.74	(597,286.00)	640,409.74	
CAPITAL PROJECTS					
Capital Projects Revenue	312.84	293,491.94	735,406.00	(441,914.06)	39.91%
Construction Projects	1,006.36	15,545.26	1,066,250.00	(1,050,704.74)	1.46%
Administration Capital Projects	16,459.70	112,895.99	209,720.00	(96,824.01)	53.83%
TOTAL CONSTRUCTION EXPENSES	17,466.06	128,441.25	1,275,970.00	(1,147,528.75)	10.07%
CAPITAL PROJECTS NET REVENUES (EXPENSES)	(17,153.22)	165,050.69	(540,564.00)	705,614.69	

	June	YTD 2020	BUDGET 2020	VARIANCE	% OF BUDGET
SEWER					
Sewer Revenues	209,606.88	1,317,636.59	2,851,035.00	(1,533,398.41)	46.22%
Sewer Capital	63,085.65	70,108.17	113,696.00	(43,587.83)	61.66%
Sewer Financing	1,000.00	101,825.77	231,853.00	(130,027.23)	43.92%
Sewer Treatment	140,002.44	959,786.10	1,701,600.00	(741,813.90)	56.40%
Sewer Collection	11,267.52	75,449.34	175,033.00	(99,583.66)	43.11%
Sewer Customer A/R	5,053.94	42,464.16	119,144.00	(76,679.84)	35.64%
Sewer Admin and General	9,035.49	71,180.42	153,405.00	(82,224.58)	46.40%
TOTAL SEWER EXPENSES	229,445.04	1,320,813.96	2,494,731.00	(1,173,917.04)	52.94%
SEWER NET REVENUES (EXPENSES)	(19,838.16)	(3,177.37)	356,304.00	(359,481.37)	

WATER UTILITY

	June	YTD 2020	BUDGET 2020	VARIANCE	% OF BUDGET
Water Utility Revenues	172,870.05	1,083,123.23	2,325,196.00	(1,242,072.77)	46.58%
Water Capital Projects	128,773.90	157,530.82	1,205,271.00	(1,047,740.18)	13.07%
Water Financing	2,330.00	272,759.02	716,265.00	(443,505.98)	38.08%
Water Source	2,237.15	10,641.49	140,343.00	(129,701.51)	7.58%
Pumping	19,719.63	99,632.62	223,079.00	(123,446.38)	44.66%
Water Treatment	26,113.88	162,685.71	484,619.00	(321,933.29)	33.57%
Water Distribution	41,553.46	205,782.23	427,163.00	(221,380.77)	48.17%
Customer A/R	3,961.63	24,339.62	56,600.00	(32,260.38)	43.00%
Admin and General	8,849.67	81,436.23	156,146.00	(74,709.77)	52.15%
TOTAL WATER EXPENSES	233,539.32	1,014,807.74	3,409,486.00	(2,394,678.26)	29.76%
WATER NET REVENUES (EXPENSES)	(60,669.27)	68,315.49	(1,084,290.00)	1,152,605.49	

STORMWATER UTILITY

	June	YTD 2020	BUDGET 2020	VARIANCE	% OF BUDGET
Stormwater Revenue	105,767.64	723,813.70	1,317,845.00	(594,031.30)	54.92%
Stormwater Capital Projects	8,729.62	29,408.95	921,527.00	(892,118.05)	3.19%
Storm Financing		197,829.59	474,646.00	(276,816.41)	41.68%
Storm Pond Maintenance	13,482.52	47,542.04	117,531.00	(69,988.96)	40.45%
Storm Collection	19,901.57	99,503.32	322,766.00	(223,262.68)	30.83%
Storm Customer A/R	3,456.30	21,266.74	44,125.00	(22,858.26)	48.20%
Storm Admin and General	14,418.86	117,513.11	210,202.00	(92,688.89)	55.90%
TOTAL STORM EXPENSES	59,988.87	513,063.75	2,090,797.00	(1,577,733.25)	24.54%
STORMWATER NET REVENUES (EXPENSES)	45,778.77	210,749.95	(772,952.00)	983,701.95	

Tax Revenue is recorded for the amount collected through January 31

TID 4 incentive payments made in January (Premier and Eagle Plastics) - most agreements have an August date for payment of incentives

TID 4 had large debt service payments due early in the year

Van Lieshout Center lease payment processed in June

Sewer Utility Outagamie County Landfill is only billed through 1st Quarter 2020 - waiting for information for June

Property and Workers Comp Insurance premiums for first, second and third quarter due in January/March/June

**VILLAGE OF LITTLE CHUTE
OUTAGAMIE COUNTY, WISCONSIN
ORDINANCE NUMBER 6, SERIES OF 2020**

AN ORDINANCE TO AMEND THE CODE OF THE VILLAGE OF LITTLE CHUTE BY ADDING SECTION 2-153.1, VILLAGE OF LITTLE CHUTE LIBRARY BOARD TO CHAPTER 2, ARTICLE V, BOARDS, COMMISSIONS, AND COMMITTEES.

BE IT ORDAINED by the Village Board of Trustees, Village of Little Chute, Outagamie County, Wisconsin as follows:

Section 1. The Municipal Code of the Village of Little Chute is hereby amended by adding §2-153.1, Village of Little Chute Library Board to Chapter 2, Article V, Boards, Commissions, and Committees as follows:

§14-5.1 Village of Little Chute Library Board.

- A.** Composition. The Village of Little Chute Library Board shall consist of the superintendent of the Little Chute Area school district or designee, and four residents of the village, one of which may be a trustee.
- B.** Appointments. The Village President shall appoint members to the board with each term commencing May 1 in the year of appointment. Two members shall be appointed for two years, two members for three years, and one member for four years. Thereafter, each regular appointment shall be for a term of three years.
- C.** Powers and duties. The Village of Little Chute Library Board shall have the duties and powers as prescribed by Wis. Stats. Ch. 43.
- D.** Compensation. Members of the Village of Little Chute Library Board shall serve without compensation.

Section 2. Severability. The provisions of this ordinance are declared to be severable, and if any provision of this ordinance is held to be invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect any remaining provisions or applications of this ordinance.

Section 3. Effective Date. This Ordinance shall take effect upon passage and publication as provided by law.

Date introduced, approved and adopted: July 15th, 2020.

VILLAGE OF LITTLE CHUTE

Michael Vanden Berg, Village President

Laurie Decker, Clerk

VILLAGE OF LITTLE CHUTE

RESOLUTION NO. 27, SERIES OF 2020

**A RESOLUTION ESTABLISHING THE VILLAGE OF LITTLE CHUTE
GERARD H. VAN HOOF PUBLIC LIBRARY**

WHEREAS, the Little Chute Village Board of Trustees approved the creation of the Little Chute Library Planning Committee on March 4th, 2020; and

WHEREAS, the Library Planning Committee met in April and May to craft a Library Plan; and

WHEREAS, the Library Planning Committee and staff prepared a plan and executed a community wide survey that garnered nearly 400 responses and has been attached to the Library Plan; and

WHEREAS, the Village of Little Chute submitted and received a review of the plan by the Department of Public Instruction's Division of Libraries and Technology in accordance with Section 43.52(1) of the Wisconsin Statutes; and

WHEREAS, on July 15th, 2020 the Little Chute Village Board adopted ordinance creating and appointing the Little Chute Library Board per Section 43.54(1)(a) of the Wisconsin Statutes; and

WHEREAS, the Little Chute Library Board will enact a hiring process to appoint a Library Director with the appropriate grade level of certification; and

WHEREAS, the Village of Little Chute is fiscally and operationally prepared to open the Little Chute Public Library on January 2nd, 2021.

NOW THEREFORE BE IT RESOLVED by the Village Board of Trustees by this resolution, adopted by a majority of the Village board directs and establishes that the Village of Little Chute Gerard H. Van Hoof Public Library will be prepared and ready to open on January 2nd, 2021 for the residents of the Village of Little Chute and surrounding areas.

VILLAGE OF LITTLE CHUTE
By:

Mike Vanden Berg, Village President

Attest:

Laurie Decker, Village Clerk

VILLAGE OF LITTLE CHUTE

RESOLUTION NO. 28, SERIES OF 2020

**A RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE LOCATED AT
WEST EVERGREEN DR TO NORTH EVERGREEN POND HOMES, LLC.**

BE IT RESOLVED, by the Village Board of Trustees, Village of Little Chute, as follows:

1. That the Village Clerk, and/or Village Administrator, and/or Village President are hereby authorized to:

Execute a deed on behalf of the Village of Little Chute, deeding and selling Village of Little Chute owned real estate described as:

Part of lot 2, CSM 7275. Said parcel containing approximately 5 acres.

2. Sale of land is in the amount of \$200,000.00
3. A deed and other necessary documents will be signed and issued for recording upon payment at closing.

Introduced, approved and adopted: _____

VILLAGE OF LITTLE CHUTE

By: _____

Michael R. Vanden Berg, Village President

Attest: _____

Laurie Decker, Village Clerk

VILLAGE OF LITTLE CHUTE

RESOLUTION NO. 29, SERIES OF 2020

A RESOLUTION APPROVING A CSM TO DIVIDE A PARCEL FOR NORTH EVERGREEN POND HOMES, LLC

WHEREAS, The Village of Little Chute as owner of Parcels #260441203 have presented a Certified Survey Map to the Village of Little Chute Board of Trustees as prepared by James R Sheloff a registered land surveyor; and

WHEREAS, the Village of Little Chute Planning Commission has recommended in favor of adoption of said Certified Survey Map; and

WHEREAS, a majority of the Village Board find that the attached Certified Survey Map is found to be in the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of Trustees as follows:

1. That the Certified Survey Map attached hereto (photocopy), be and the same is hereby approved; and
2. That the Village President, Village Clerk, and Finance Director, upon full payment of, if applicable, all fees, taxes, and special assessments are directed to execute signatures on behalf of the Village of Little Chute upon the Certified Survey Map documents as required.

Date introduced, approved and adopted: July 15, 2020

VILLAGE OF LITTLE CHUTE:

By:

Michael R. Vanden Berg, Village President

Attest:

Laurie Decker, Village Clerk

VILLAGE OF LITTLE CHUTE

RESOLUTION NO. 30, SERIES OF 2020

**A RESOLUTION APPROVING A CSM TO DIVIDE A PARCEL FOR
HULTMAN REAL ESTATE, LLC**

WHEREAS, Hultman Real Estate, LLC as owner of Parcels #260127514 have presented a Certified Survey Map to the Village of Little Chute Board of Trustees as prepared by David M. Schmalz a registered land surveyor; and

WHEREAS, the Village of Little Chute Planning Commission has recommended in favor of adoption of said Certified Survey Map; and

WHEREAS, a majority of the Village Board find that the attached Certified Survey Map is found to be in the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of Trustees as follows:

1. That the Certified Survey Map attached hereto (photocopy), be and the same is hereby approved; and
2. That the Village President, Village Clerk, and Finance Director, upon full payment of, if applicable, all fees, taxes, and special assessments are directed to execute signatures on behalf of the Village of Little Chute upon the Certified Survey Map documents as required.

Date introduced, approved and adopted: July 15, 2020

VILLAGE OF LITTLE CHUTE:

By:

Michael R. Vanden Berg, Village President

Attest:

Laurie Decker, Village Clerk

VILLAGE OF LITTLE CHUTE

RESOLUTION NO. 31, SERIES OF 2020

A RESOLUTION APPROVING A CSM TO DIVIDE A PARCEL FOR MICHAEL HURST

WHEREAS, Michael Hurst as owner of Parcels #260449900 have presented a Certified Survey Map to the Village of Little Chute Board of Trustees as prepared by Steven De Jong a registered land surveyor; and

WHEREAS, the Village of Little Chute Planning Commission has recommended in favor of adoption of said Certified Survey Map; and

WHEREAS, a majority of the Village Board find that the attached Certified Survey Map is found to be in the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of Trustees as follows:

1. That the Certified Survey Map attached hereto (photocopy), be and the same is hereby approved; and
2. That the Village President, Village Clerk, and Finance Director, upon full payment of, if applicable, all fees, taxes, and special assessments are directed to execute signatures on behalf of the Village of Little Chute upon the Certified Survey Map documents as required.

Date introduced, approved and adopted: July 15, 2020

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: Little Chute Library Planning and Appointments

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

REPORT DATE: June 26, 2020

EXPLANATION: With the submission of the Library Plan to DPI on June 4th and their response, we continue to make progress on the Library planning effort. Thus far, we have completed the following:

- March 1st, 2020 – Establish Library Planning Committee
- June 2020 – Library Planning Committee submits Library Plan to DPI
- July 2020 – Establish wage scheduled for Library – Closed session on 7/
- July 2020 – Passage of ordinances to create individual library board
- July 2020 – The municipal governing body must pass a resolution establishing a legal library under Wisconsin Statute Section 43.52 and then appoint a library board per Wisconsin Statute Section 43.54.

Remaining items to complete:

- August 2020 – Present benefit packages, staffing needs and wage information to current library staff related to each individual library.
- August 2020 to December 2020 – Application/hiring/assignment of staff to each library. Hiring of Directors. Joint Library Board and individual Library Boards in place.
- January 2, 2021 – Individual libraries open.
- January to March 2021 – Joint Library Board remains until the final approval of the 2020 Annual Report.

Appointments – On behalf of the Village President, he is submitting the following for appointment to the Village of Little Chute Library Board (after initial appointment, terms are for three years):

- Mr. Jim Moes – Resident – Two Year Term
- Mrs. Kathii Schommer – Resident – Two Year Term
- Trustee Bill Peerenboom – Resident and Village Trustee – Three Year Term
- Mrs. Becky Ackermann –LCASD Library Director – Three Year Term
- Vacant – Resident position – Four-year Term

RECOMMENDATION: Provided for information. Approve the President's appointments for the Library Board.

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020 by and between the Village of Little Chute, a Wisconsin municipal corporation (the “Village”) and North Evergreen Pond Homes, LLC, a Wisconsin limited liability company (the “Developer”).

WHEREAS, the parties have entered into an Offer to Purchase draft dated June 5, 2020 and attached hereto as **Exhibit A** (the “Offer”) for approximately five (5) acres of the property known as Lot 2 of Certified Survey Map No. 7275 located at W. Evergreen Drive, Little Chute, Wisconsin, legally described on **Exhibit A-1** (the “Property”); and

WHEREAS, subject to the terms and conditions of this Agreement, and the obligations of the Developer herein, the Village is willing to offer a Purchase Price Incentive to Developer by selling the Property, valued at \$250,000.00 for a price of \$40,000.00 per acre for a total price of \$200,000 which is a discount incentive of \$50,000.00 from the fair market value of the Property (the “Price Incentive”); and

WHEREAS, the Property contains wetland acreage, in exchange for the Purchase Price Incentive, the Developer is responsible for wetlands mitigation, procedures and requirements, and for all costs associated with such mitigation of the wetlands; and

WHEREAS, the Village needs to retain an easement on the Property for ingress and egress to storm water facilities consisting of a lift pump and related apparatus, and the maintenance, repair, and replacement of such storm water facilities and the storm water detention pond located adjacent to the Property; and

WHEREAS, in addition to the Price Incentive, in recognition that this Project is located in Tax Incentive District #4 of the Village, the Village is willing to give Developer an “Additional Cash Incentive” totaling a maximum of 10% of the increased assessed value of the Property pertaining solely to the value increases of the improvements constructed on the Property by the Developer, or such lesser amount that has been paid up to the time that TID #4 is terminated, subject to the terms and conditions as further described below; and

WHEREAS, as a further condition for the Additional Cash Incentive the Developer shall have been issued building permits for at least two (2) duplex homes containing a total of four (4) single family residential units, on or before December 31, 2020, although construction is not required to commence until 2021 for meeting this requirement; and

WHEREAS, public utilities for sanitary sewer and water already exist in the street right-of-way for providing access and service for the Project, no further extension of these public utilities is required for the Project and Developer will be responsible for its own connection facilities for sanitary sewer and water services from these existing public mains; and

WHEREAS, to enable the Project to be financially feasible, to benefit the Village by creating more residential rental units in the Village, and to increase the tax base of the Village, the Village is willing to offer the Price Incentive, and Additional Cash Incentive, as set forth herein,

for the Developer's use to defray Project costs, in exchange for Developer's performance of all obligations in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the representations and covenants made herein by the Developer, it is hereby agreed as follows:

AGREEMENT

1. **Real Estate Purchase Agreement/Retained Easement.** Developer will purchase the Property from the Village pursuant to the terms of that Vacant Land Offer to Purchase attached hereto as **Exhibit A**, the terms of which are incorporated herein by reference. The Village shall retain an easement on the Property for ingress and egress to storm water facilities consisting of a lift pump and related apparatus, and the maintenance, repair, and replacement of such storm water facilities and the storm water detention pond on the Property.

2. **Agreement Contingent on Closing of Sale of Property.** The obligations in this Agreement are contingent upon the closing of the sale of the Property from the Village to Developer. If such sale does not close on or before September 1, 2020 for whatever reason, this Agreement shall be null and void. The Village and Developer acknowledge that **Addendum A** to the Offer includes several contingencies that must be met before the parties are obligated to close the sale and purchase of the Property.

3. **Purchase Price Incentive.** The parties acknowledge the Purchase Price of the Property being purchased is \$200,000.00, which is a discount incentive of \$50,000.00 from the fair market value of the Property (the "Price Incentive). This reduced price is made in consideration of all other terms of this Agreement and in addition thereto the obligation of the Developer for all mitigation procedures and mitigation costs associated with wetlands on the Property.

4. **Additional Cash Incentive.** In addition to the Price Incentive valued at \$50,000.00, the Village will also give an Additional Cash Incentive to the Developer in the maximum amount of 10% of the increased assessed value of the Property pertaining solely to the increased assessed value resulting from the improvements constructed on the Property by the Developer, which must equal or exceed \$2,000,000.00, exclusive of any initial value or increased assessed value of the vacant land. Subject to the eligibility conditions in A., B. and C. below, the first payment for Additional Cash Incentive would be made in September 2023. This Additional Cash Incentive will not be based upon any increases in the vacant land value of the Property. The increase in assessed value for measuring the 10% incentive shall be based on that assessed value existing to the extent of project completion as of January 1, 2022, subject to Force Majeure for a maximum extension of one year (as defined herein). The tax increment being paid to the Developer will equal 100% of the tax increment, associated with the increased assessed value resulting from the improvements only and not the land, collected by the Village, beginning with tax year 2022, until the maximum of 10% of the assessed value increase has been paid, or such lesser amount that has been paid at the time TID #4 is terminated, whichever is earlier; provided

however, the Village shall not take steps to terminate TID #4 in advance of expiration. All payments to the Developer are subject to the following conditions:

A. These Additional Cash Incentive payments are subject to the condition that Developer has complied with all terms and conditions of this Agreement, including but not limited to meeting all construction time limits, achieving the assessed value requirements, and paying all real estate taxes on a timely basis,

B. Developer shall have applied for and received building permits for at least two (2) separate duplex buildings containing a total of four (4) single family residential units by December 31, 2020.

C. This Additional Cash Incentive will be paid only from the collected tax increment beginning with the 2022 taxes, with the first Additional Cash Incentive payment being paid September 1, 2023, and on September 1 each year thereafter until expiration of TID #4, subject to the time limits stated above; provided however, the Village shall not take steps to advance termination of TID #4 before expiration.

5. **Developer/Design, Permits, and Construction Costs.** Developer is responsible for all design, permitting, and construction costs of the Project at Developer's sole expense, in compliance with state and local laws, code and ordinances.

6. **Developer/Property Improvements.** Developer is responsible to fully improve the Property including all design and construction costs, including labor and materials, and all utility connections to and from public utility mains servicing the Property for storm water, sanitary sewer, and water services, plus gas, electric, driveways and aprons, and other necessary facilities, including but not limited to preparation of an engineered drainage plan and storm water facilities at Developer's sole expense.

7. **Village Approval of Site Plan and Building Plans.** The Village is further requiring, and the Developer is in agreement, that prior to commencement of construction, the site plan, building plans, and storm water drainage plan shall be submitted for advance approval by the Village Board of Trustees and that material changes will only be allowed with prior written consent of the Village Board. The final site plan shall be in substantial conformity with the site plan attached hereto as **Exhibit B** and material deviations therefrom, if any, are subject to advance approval by the Village. Whether or not changes or deviations are deemed material, will be subject to final determination by the Village Board if the parties cannot agree.

8. **Village Approval of Building Plans and Materials/Fees.** The Village is further requiring, and the Developer is in agreement, that the Project, including but not limited to, building design, plans, specifications, and materials, including landscaping features, storm water management and drainage facilities will be constructed in accordance with advance approval by the Village Board of Trustees and that material changes will only be allowed with prior written consent of the Village Board. The Developer will also be required to pay all applicable fees and permit costs as detailed in the Village's schedule of fees shown on **Exhibit C**. Whether or not changes are deemed material, will be subject to final determination by the Village Board if the parties cannot agree.

9. **Mandatory Construction Requirements of Developer/Completion Date.**

Developer recognizes, acknowledges, and agrees that the financial benefits afforded hereunder by the Village to Developer are being made available only on the condition that the Developer construct the building(s), in accordance with the building plans approved by the Village by December 31, 2021 (the “Completion Date”).

10. **Right to Cure.** If either party is in default of any obligation in this Agreement, the defaulting party shall have ten (10) days from receipt of notice of such default from the other party to cure such default or make provisions satisfactory to the non-defaulting party to cure in respect to any default which cannot be cured within the ten (10) days.

11. **Force Majeure.** Time is of the essence for Developer and Village performance of all obligations herein excepting a reasonable extension of time shall be granted for delays beyond the control of the Developer caused by riots, war, labor strikes, materials shortages from manufacturers, further change in market conditions due to epidemic/pandemic economic forces, highly unusual weather events, acts of God, fire, flood, government restrictions, judicial order, public emergency, or other forces beyond the reasonable anticipation and control of the party obligated to perform, the performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay; however, under no circumstances shall any date be extended beyond one (1) year from the date required for performance under this Agreement, regardless of how many causes may have occurred contributing to one or more simultaneous or successive delays, without the mutual written consent of both parties.

12. **Miscellaneous.**

A. Except as otherwise specifically set forth herein, the respective rights and liabilities of the Village and the Developer in this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other party. Provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

B. No waiver, amendment, or variation of the terms of this Agreement shall be valid unless in writing and signed by the Village and the Developer, and then only to the extent specifically set forth in writing.

C. All material applicable agreements, representations, warranties, covenants, liabilities and obligations made in this Agreement and in any document delivered pursuant to this Agreement shall remain effective during the Term of this Agreement.

D. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) upon delivery to an officer or the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States Mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, air bill prepaid, or (iii) upon transmission if by facsimile or email (unless a notice of non-delivery is received), any such communication or notice

shall be addressed as follows, unless and until any such party notifies the other in accordance with this section of any change of address:

If to the Village:

Village of Little Chute
Village Administrator
108 W Main Street
Little Chute, WI 54140
Email: james@littlechutewi.org

If to the Developer:

North Evergreen Pond Homes, LLC
Attn: Kurt Coenen
3117 E. Canvasback Ln.
Appleton, WI 54913
kurtcoenen1@gmail.com

E. This Agreement and the document executed pursuant to this Agreement, including the Offer and all Exhibits, which are incorporated herein, contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or understandings other than those expressly set forth in this Agreement and documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede and replace all prior negotiations, agreements, representations, and undertakings between the parties with respect to the subject matter hereof.

F. This Agreement is intended solely for the benefit of the Developer and the Village, and no third party (other than successors, permitted assigns and involuntary transferors) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the Village or Developer in connection therewith.

G. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin applicable to contracts made and wholly performed within the State.

H. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement. Facsimile or email signatures shall be deemed original signatures for all purposes of this Agreement.

I. Nothing contained in this Agreement or any other documents executed pursuant to this Agreement shall be deemed or construed as creating a partnership or joint venture between the Village and the Developer or between the Village and any other person or cause the Village to be responsible in any way for the debts or obligations of the Developer.

J. Time is of the essence as to each and every obligation or agreement contained in this Agreement, subject to Force Majeure;

K. Village and Developer shall use reasonable efforts to keep the Project moving forward, but this provision does not alter in any manner Developer's obligations set forth in this Agreement.

L. No payment or performance of services by either party shall prevent a party from declaring a default hereunder and pursuing its remedies hereunder in the event the other party fails to fulfill its obligations hereunder or cure any such default.

M. The headings to this Agreement are for reference only and are not intended to modify any of the terms and conditions of this Agreement.

N. This Agreement is the product of negotiation and joint drafting between the parties hereto and no term, covenant or provision herein or the failure to include a term, covenant or provision shall be construed against any party hereto solely on the basis that one party or the other drafted this Agreement or any term, covenant or condition contained herein.

O. All amounts not paid when due hereunder shall bear simple interest at the rate of twelve percent (12%) per annum prorated for any number of days less than a full year.

P. This Agreement shall constitute covenants running with the land. At such time as the obligations of both parties have been fulfilled, either party may request a satisfaction of such obligations from the other party in writing, in recordable form, and may record such satisfaction at its own cost. Such satisfaction shall not be unreasonably withheld by either party.

13. **Other Approvals.** In addition to any approvals required under this Agreement, the Developer shall be required to obtain all approvals, consents, and licenses as may be required by any governmental or non-governmental authority in connection with the Project, including, without limitation, all building permits, Project plan approvals and zoning approvals (if any apply). The Developer's compliance with the terms of this Agreement shall not relieve the Developer from complying with all applicable federal, state and local laws, rules, regulations and ordinances in connection with the Project and to the extent any governmental or non-governmental entity imposes different or more restrictive conditions on the Developer or the Project, compliance by the Developer with the terms of this Agreement shall not relieve the Developer from complying with such different or more restrictive conditions. Likewise, any less restrictive conditions imposed on the Developer or the Project by any governmental or non-governmental authority shall not relieve the Developer or the Project from complying with all of the terms and conditions of this Agreement.

14. **Default.** In addition to the specific defaults and remedies contained herein, the occurrence of any one or more of the following events shall also constitute a default hereunder:

A. The Developer or any successor shall fail to pay any amount due from it under this Agreement, and such failure continues for fifteen (15) days after the Developer has received a written notice of default; or

B. Any representation or warranty made by a party in this Agreement or any document delivered by a party in fulfillment of an obligation under this Agreement shall prove to have been false in a material way as of the time made or given; or

C. The Project is not substantially completed on or before the Completion Date (subject to matters of force majeure set forth herein); or

D. Developer shall: (i) become insolvent or generally not pay, or unable to pay, or admit in writing its inability to pay, its debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (iii) become the subject of an order for relief within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it in bankruptcy or any similar proceeding, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or more, or the Developer shall file an answer to such a petition or application, admitting material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its appointment; or (vi) adopt a plan of complete liquidation of its assets; or

E. The failure of either party to cure a default, after notice and within the appropriate cure period, or to make provisions satisfactory to the non-defaulting party to cure the default.

15. **Remedies/Limitations.** Upon the occurrence of any uncured default, without further notice, demand or action of any kind by a party, a party may, at its option, pursue any one or more of the following remedies simultaneously or successively:

A. Cease to continue to fulfill its obligations under this Agreement; or

B. Pursue any or all of the rights and remedies available to either party at law and/or in equity against the other party.

C. Under no circumstances shall the Village be liable to the Developer for monetary damages despite any provision herein to the contrary. Developer's sole remedy against the Village shall be for special performance of any Village obligation hereunder.

Except as may be otherwise specifically set forth herein, no remedy herein invoked upon a party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or available to a party under the Offer and any other covenants, restrictions, documents or instruments governing the Property or Project, and/or now or hereafter existing at law or in equity. No failure or delay on the part of a party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or party exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

16. **No Personal Liability.** Under no circumstances shall any Village Board member official, director, attorney, employee, or agent of either party have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

17. **Assignment.** Rights and obligations hereunder of the Developer shall not be assigned and are not assignable without the written consent and authorization of the Village which will not be unreasonably withheld.

17. **Recording.** Any party hereto may record a copy of this Agreement or a memorandum hereof with the Register of Deeds for Outagamie County.

18. **Complete Agreement.** This constitutes the complete agreement between the parties and there have been no other oral or written representations, warranties, or agreements upon which any party hereto has relied.

19. **Parties Bound.** This Agreement shall be binding on the parties hereto and their respective heirs, successors and assigns.

20. **Effective Date.** This Agreement is deemed dated and effective the _____ [dated of Village Board approval of Offer to Purchase and this Agreement assuming all documents will be signed by the Developer in advance of that Board meeting] day of _____, 2020 regardless of the date signed by any party hereto.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by the persons below which are authorized representatives with authority to bind each party on behalf of which the signatures below are made.

VILLAGE OF LITTLE CHUTE:

BY: _____
Michael Vanden Berg, President

STATE OF WISCONSIN)
) ss.
OUTAGAMIE COUNTY)

Personally came before me this this _____ day of _____, 2020, the above named Michael Vanden Berg, President of the Village of Little Chute, to me known to be the person who executed the foregoing instrument and acknowledged the same.

(Print Name)
Notary Public, State of Wisconsin
My commission expires _____

NORTH EVERGREEN POND HOMES LLC,
Developer

BY:

Kurt Coenen, Member/Authorized Representative

STATE OF WISCONSIN)
) ss.
OUTAGAMIE COUNTY)

Personally came before me this this _____ day of _____, 2020, the above named Kurt Coenen, to me known to be the person who executed the foregoing instrument and acknowledged the same.

(Print Name)
Notary Public, State of Wisconsin
My commission expires _____

WB-13 VACANT LAND OFFER TO PURCHASE

1 **DRAFTING THIS OFFER ON** _____ [DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) **STRIKE TWO**

2 **GENERAL PROVISIONS** The Buyer, _____,
3 offers to purchase the Property known as [Street Address] _____,

4 _____ in the _____ of _____, County of _____,
5 Wisconsin, (insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 **■ PURCHASE PRICE:** _____ Dollars (\$ _____).

7 **■ EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ _____

8 will be paid within _____ days of acceptance.

9 **■ THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

10 **■ ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of
11 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,
12 and the following additional items: _____

13 **■ ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** _____
14 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part
15 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
16 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden
17 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.
18 **■ ZONING:** Seller represents that the Property is zoned _____.

19 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on
20 separate but identical copies of the Offer. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider**
21 **whether short term deadlines running from acceptance Provide adequate time for both binding acceptance and performance.**

22 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or
23 before _____ . **CAUTION: This Offer maybe withdrawn prior to delivery of the accepted Offer.**

24 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices
25 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

26 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with
27 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),
28 for delivery to the Party's delivery address at lines 31 or 33.

29 Seller's recipient for delivery (optional): _____

30 Seller's delivery address: _____

31 Buyer's recipient for delivery (optional): _____

32 Buyer's delivery address: _____

33 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

34 (3) By fax transmission of the document or written notice to the following telephone number:

35 Buyer: (_____) _____ Seller: (_____) _____

36 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines
37 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. **Caution: Consider an agreement**
38 **which addresses responsibility for clearing the Property of personal property and debris, if applicable.**

39 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said
40 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE**
41 lease(s), if any, are _____

42 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or
43 _____ no later than _____, _____ unless another date or place is agreed to in writing.

44 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,
45 property owner's association assessments, fuel and _____

46 _____ . Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.

47 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on
48 the net general real estate taxes for the preceding year) (_____). **STRIKE AND COMPLETE AS APPLICABLE**

49 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**
50 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

51 **PROPERTY CONDITION PROVISIONS**

52 **■ PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice
53 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition
54 Report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer
55 by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____

56 _____ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT.**

60--(a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
 61 or the present use of the Property;

62 (b) completed or pending reassessment of the Property for property tax purposes;

63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;

64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;

65 (e) any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;

66 (f) conditions constituting a significant health or safety hazard for occupants of Property;

67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to

68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**

69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**

70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;

71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;

72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation

73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest Conservation Reserve or comparable program;

74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal

75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;

76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;

77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;

78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited

79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or

80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;

81 (o) a lack of legal vehicular access to the Property from public roads;

82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)

83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or

84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

85 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges, that any land dimensions, total square footage/acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures or allocation of acreage information if material to Buyer's decision to purchase.**

86 ■ **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property or a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

87 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized.

88 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

89 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for changes approved by Buyer.

90 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

91 ■ **FENCES:** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

92 ■ **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.

93 ■ **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36).**

94 ■ Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: _____

136 _____ . If "Time is of the Essence" applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148-162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

158 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

159 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan commitment at line 149. **Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
 180 _____
 181 _____
 182 _____
 183 _____
 184 _____
 185 _____
 186 _____
 187 _____

188 **ADDENDA:** The attached _____ is/are made part of this Offer.

189 **TITLE EVIDENCE**

190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing and _____

194 _____
 195 _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 ■ **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**
 199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**
 200 ■ **PROVISION OF MERCHANTABILITY TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence
 201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business
 202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be
 203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
 204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**
 205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**
 206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

207 ■ **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by
 208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
 209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
 210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended
 211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does
 212 not extinguish Seller's obligations to give merchantable title to Buyer.

213 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be
 214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**
 215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-
 216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,
 217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street
 218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

219 ■ **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 220 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of
 221 the Parties to this Offer and their successors in interest.

222 ■ **DEFAULT**

223 Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or
 225 other legal remedies.

226 If Buyer defaults, Seller may:

227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return
 229 the earnest money and have the option to sue for actual damages.

230 If Seller defaults, Buyer may:

231 (1) sue for specific performance; or
 232 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

233 In Addition, the Parties may seek any other remedies available in law or equity.

234 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 235 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of
 236 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes
 237 covered by the arbitration agreement.

238 NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ
 239 THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT
 240 ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR
 241 HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

242 ■ **EARNEST MONEY**

243 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent
 244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**

246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

247 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance
 248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest
 249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer
 251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has
 252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by
 253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the
 254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.
 255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the
 256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

257 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this
 258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)
 259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's
 260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over
 261 all earnest money disputes arising out of the sale of residential property with 1 - 4 dwelling units and certain other earnest money disputes.
 262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties
 263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or
 264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. NOTE:
 265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**
 266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**
 267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

268 PROPERTY ADDRESS: _____ [page 5 of 5, WB-13]

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271 PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: _____ . This Offer is contingent upon Buyer obtaining the following:

272 Written evidence at (Buyer's) (Seller's) **STRIKE ONE** expense from a qualified soils expert that the Property is free of any subsoil
273 condition which would make the proposed development impossible or significantly increase the costs of such development.

274 Written evidence at (Buyer's) (Seller's) **STRIKE ONE** expense from a certified soils tester or other qualified expert that indicates that
275 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private
276 septic system for: _____ [insert proposed use of Property; e.g., three

277 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved
278 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting
279 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

280 Copies at (Buyer's) (Seller's) **STRIKE ONE** expense of all public and private easements, covenants and restrictions affecting the
281 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase
282 the costs of the proposed use or development identified at lines 271 to 272.

283 Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance
284 of such permits, approvals and licenses at (Buyer's) (Sellers) **STRIKE ONE** expense for the following items related to the proposed
285 development _____

286 Written evidence at (Buyer's) (Seller's) **STRIKE ONE** expense that the following utility connections are located as follows (e.g.,
287 on the Property, at the lot line across the street, etc.): electricity _____ ; gas _____ ; sewer
288 _____ ; water _____ ; telephone _____ ; other _____

289 This proposed use contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers
290 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each
291 specific item included in Buyer's notice cannot be satisfied.

292 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** a map of the Property prepared
293 by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Sellers) **STRIKE ONE** expense. The map shall identify the legal
294 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
295 if any, and: _____

296 INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at
297 Buyers expense, of the Property and _____ . **STRIKE AND COMPLETE AS APPLICABLE** Additional map features
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying
299 dedicated and apparent streets, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost**
300 **and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304 INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at
305 Buyers expense, of the Property and _____

306 _____ which discloses no defects as defined below. This contingency shall be deemed satisfied
307 unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and
309 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**
310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on _____ [date] by [Licensee and Firm] _____

316 (X) _____ Buyer's Signature ▲ Print Name Here: ► Social Security No. or FEIN ▲ Date ▲

317 (X) _____ Buyer's Signature ▲ Print Name Here: ► Social Security No. or FEIN ▲ Date ▲

318 EARNEST MONEY RECEIPT _____ acknowledges receipt of earnest money as per line 8 of the above Offer. **(See lines 242 - 267)**
319 (By) _____

320 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND**
321 **THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH**
322 **HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

323 (X) _____ Seller's Signature ▲ Print Name Here: ► Social Security No. or FEIN ▲ Date ▲

324 (X) _____ Seller's Signature ▲ Print Name Here: ► Social Security No. or FEIN ▲ Date ▲

325 This Offer was presented to Seller by _____ on _____, _____, at _____ a.m./p.m.

326 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter] _____ Seller Initials ▲ Date ▲

327 Seller Initials ▲ Date ▲

Village of Little Chute
Department of Public Works

REQUEST FOR BOARD'S CONSIDERATION

ITEM DESCRIPTION: Discussion/Action – Proposed Stop Sign Installation at the intersection of Buchanan Road and Evergreen Drive, on Buchanan Road.

REPORT PREPARED BY: Kent Taylor, Public Works Director

REPORT DATE: June 17, 2020

ADMINISTRATOR'S REVIEW / COMMENTS:

JPF

EXPLANATION: The Village has taken calls regarding recent motor vehicle accidents that have occurred at the intersection of Buchanan Road and Evergreen Drive. Presently, stop signs are installed at the intersection on Evergreen Drive. Recent accident information for the intersection was obtained from Fox Valley Metro Police Department (FVMPD). Two (2) accidents are noted in the system from that intersection during the time requested (2019 – Present). Both accidents were reportable accidents, both occurred when the vehicle traveling westbound on Evergreen failed to yield to the traffic on Buchanan, both accidents occurred between 8:30am and 10:00am, and both occurred with a wet road surface though it does not appear that the road surface played a factor in the accidents.

The intersection on Buchanan Road has posted speed limit signs of 35mph in both directions North and South of the intersection. Evergreen Drive has posted speed limit signs of 25mph in both directions West of the intersection.

Although not formally approved, The Town of Vandenbroek has indicated that it supports the installation of stop signs on Buchanan Road at the intersection.

The proposed plan is to install two (2) stop signs on Buchanan Road at Evergreen Drive, one (1) Northbound, and one (1) Southbound. Additionally, two (2) Stop Ahead signs would be installed, one (1) Northbound, one (1) Southbound in advance of the intersection.

Material costs for the signs and posts are approximately \$200.

RECOMMENDATION: Staff requests the Village Board discuss and/or approve the proposed installation of two (2) Stop Signs at the intersection of Evergreen Drive, and two (2) Stop Ahead signs on Buchanan Road in advance of the intersection.

Village of Little Chute
INFORMATION FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: 2021 Budget Guidance, Calendar, and related documents

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

REPORT DATE: July 10th, 2020

EXPLANATION: In order to be ready for the formal start of the 2021 Budget process, we wanted to provide this information to you now. The goal behind presenting the guidance, calendar and other related documents is to give the Board an opportunity to be more involved in the process. Also, if you were to have larger policy related items that may have budget impacts, it would be more productive to have those discussions now versus at the time of formal budget adoption. On August 5th, 2020, we will be asking that the Board of Trustees formally approve the guidance and related documents.

The attached guidelines highlight various items related to personnel and other costs. Due to unknown revenue impacts, I am asking that all Departments adhere to budget requests that are below 1% or better. In addition, the attached calendar identifies the timelines and milestones within the budget process. The goal of this document is to portray how we currently see the timeline being executed for the 2021 budget. Given the numerous points of intersect with external organizations, impacts to personnel (wages and insurance), and other factors, these timelines must be adhered to so that we have an efficient and effective process. It is also worth noting the Joint Budget date not shown at this point and will be updated with the Village of Kimberly soon. Finally, the budget request worksheet is added to provide an avenue for department information with regards to creating well-reasoned requests.

Again, this will be presented for action at the August 5th Regular Board Meeting.

RECOMMENDATION: Provided for information.

2021 Department Guidance

1. Personnel line items for non-represented employees in the past have been cross-referenced by both BLS CPI data (federal) and Wisconsin Employment Relations Commission (WERC). As evidenced by the June 10th, 2020 release of BLS CPI data, the data shows a 0.1% decrease over the previous 12 months (<https://www.bls.gov/news.release/pdf/cpi.pdf>). When it comes to WERC data, they show that for 11/1/2020 that CPI for CBA's should be at 1.79% (http://werc.wi.gov/doaroot/cpi-u_chart.htm). It should also be noted the FVMPD PPA has renegotiated contract with the association's COLA contractual adjustment at an effective increase of 2.5%. Preliminarily, we will propose a 1.0% COLA for all non-represented regular staff. As we are able to work through budget impacts, we can define what that increase equates from an expense perspective and ensure that the increase is responsible and achievable. Should we have to amend this approach we will bring any changes to the Board of Trustees during budget workshops.
2. WRS rates have been released and are attached to this document for all departments. In short, General Employees will see the same rate as 2020, which was 6.75%. Protective with Social Security will see an increase of 0.1% for a total of 11.84%. Please make note of this as you begin working on your department's budget.
3. As it pertains to the other figures impacting personnel, these figures will be released by the Finance Director as appropriate under normal timeframes. This would be for items such as health insurance premiums.
4. Budget requests for new personnel, programming, and equipment (technology included) must be accompanied by the attached "Budget Request Form". This will help the department, the Finance Director and Administrator, and the Village Board understand requests that propose changes from current budget. Pending the number of submittals, this will also enable prioritization. Lastly, submittals will be used in Budget Workshops and budget documents.
5. Discontinuation – This is also an option for programs, service or personnel and the form should be used as appropriate.
6. **For the 2021 budget submittal, we are asking that all departments limit any budget increase to be 1%.** This is primarily due to uncertainty related to state aids and other revenues at this time. We roughly estimate that net new construction will be at 3%. While that is great, most of that increase is in Tax Increment Finance Districts, which does not help the levy situation directly related to the tax rate. This is also not to say that your increase cannot be less than 1%. This is simply establishing the ceiling. **Budget increases should be controlled to the maximum extent.** If you are proposing increases, ideally you are also identifying offsets, efficiencies or other gains that can be explained within the aforementioned "Budget Request Form".
7. Fees – If fees are a significant component to your budget, please update the Administrator and Finance Director as to the last time an increase or review was held of the current structure. Any change to the fee schedule should include market comparisons and a planned discussion with the Board of Trustees.
8. **Mission statement, accomplishments, goals and metrics will be required to be updated as appropriate and submitted to finance along with supporting documentation during the budget process.**
9. **Timeliness – we must adhere to timelines in the attached 2021 Budget Calendar. We need each Department to meet these timelines to appropriately create a budget that works for the entire organization. Each Department must ensure that we meet the timelines as attached.**



Little Chute

ESTABLISHED 1848

Village of Little Chute 2021 Budget Request

2021 Department Request

Department Information

Department: _____

Title of request/Project: _____

Fiscal Year Impact (one time and recurring): _____

Type of request:

Personnel Equipment Programs Other/Discontinuation

If "other", please explain:

Fund Line Item Detail: _____ Amount: _____

Explanation of Request

Comments on projected efficiencies/savings related to this request

Projected offsets within your budget related to this request

How does this request align with the foundational organizational documents, plans or strategies?

Other Comments

VILLAGE OF LITTLE CHUTE
2021 BUDGET CALENDAR

<u>POLICY DATE</u>	<u>CALENDAR DATE</u>	<u>INFORMATION TO BE COMPLETED</u>
	August 1st to August 15th	<i>Department Heads to Meet with Village Administrator (Discuss 2021 Budget needs)</i>
	3-Aug-20	Operating Budget Instructions/Template Available (FINANCE)
First Friday in September	4-Sep-20	Operating Budgets Due to Finance
	9/4/2020 - 9/28/2020	Finance Review/Completion of Operating Budget
Third Tuesday in September	15-Sep-20	CIP Update - Utility Commission (Discussion Item)
Fourth Monday in September	28-Sep-20	2020 Operating Budget to Village Administrator
First Wednesday in October	7-Oct-20	Budget Work Session with Village Board (Regular Board)
Second Wednesday in October	14-Oct-20	Budget Work Session with Village Board (Committee of the Whole)
Third Tuesday in October	20-Oct-20	<u>Approval of Utility Budgets - Utility Commission**</u>
Third Wednesday in October	21-Oct-20	Budget Work Session with Village Board (Regular Board)
Fourth Wednesday in October	28-Oct-20	Budget Work Session with Village Board (Committee of the Whole)
First Wednesday in November	4-Nov-20	<u>Adoption of 2021 Operating Budget by Village Board**</u>

August 1 - Equalized Value Released by State
 Health Insurance Open Enrollment is in October (TBD)
 ** - Denotes Action

Village of Little Chute
REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Setting the Public Hearing Vacation of Pine Street and Overview of the St. John's Land

PREPARED BY: David Kittel, Community Development Director

REPORT DATE: 7/10/2020

ADMINISTRATOR'S REVIEW/COMMENTS: *JPF*

EXPLANATION:

Over the last few years there has been an effort to swap land with St. Johns as well as vacate a portion of Pine Street to allow for more parking for the Church as well as the Downtown. This process started in 2014 with preliminary discussions of the best way to approach this. In 2015 a resolution, attached to this report, was adopted to allow for a land swap between the Village and St. Johns, where parcels 260042000 and 260042700 would be transferred from the Village to the Church and the Church would transfer parcel 260044400 and part of parcel 260044200. See the map with the resolution for more detail. In addition, an agreement was created to lay out the processes, easements, and requirements for this land swap to occur as well as beginning to look at vacating a portion of Pine Street. These are listed below:

- snow storage easement for a period of 10 years on the land being transferred to the Church
- St. Johns to grant a permanent utility easement (described in Exhibit B with the Resolution attached)
- The Village to grant a temporary parking easement to the Church on the land being received till a time when the Village decides to create its own parking area
- St. Johns is to remove the pavement of the area of Pine street being vacated withing 10 years of exchange
- St John's agrees to the extension at their expense of a water main to Vandenbroek street from the main located at Church and Pine street within 10 years of exchange.

At this point in time the Village has created a CSM of the lot to be deeded to the Village in preparation of the land swap and has drafted the required deeds to finalize the land swap. Once the St. Johns provides a signed copy of the agreement (attached to this report) as well as documentation allowing a representative of the Church to sign all documents required, the land swap can be completed. With the land swap being completed the next step is to begin the processes for vacating a portion of Pine street. The first step is to introduce the resolution to vacate a portion of Pine street. From there a hearing will be held, a copy of the resolution will be sent to the secretary of transportation. After the hearing is held the Board can then decided if they want to adopt the resolution to vacate the portion of the street.

Attached with the report are Resolution 2 series of 2015 which includes two exhibits, the agreement for the land swap and the CSM that was created. Additionally, the resolution for the street vacation is attached.

RECOMMENDATION:

This report is to give background to the Land swap as well at to let the Village Board know where we are with the process and the next steps. We recommend the Village Board set the public hearing date of September 2nd for the vacation of Pine Street.

VILLAGE OF LITTLE CHUTE

RESOLUTION NO. ____ SERIES OF 2020

**A RESOLUTION VACATING A PORTION OF PINE STREET AND CHURCH STREET,
LOCATED IN THE VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN**

WHEREAS, Section 66.1003(2) of the Wisconsin Statutes allow the discontinuance of a street, or portion of a street, to be initiated by a Village Board, and

WHEREAS, the legal description describing the portion of Pine Street and Church Street to be Vacated and the portion of Church Street already Vacated is attached to this resolution as "Exhibit A", and

WHEREAS, a map depicting the portion of Pine Street and Church Street to be Vacated is attached to this resolution as "Exhibit B", and

WHEREAS, the St. John Nepomuscene Congregation agree to the removal of the pavement of the area of Pine Street being vacated or discontinued within ten years of the exchange of properties; and

WHEREAS, the Little Chute Board of Trustees has held a public hearing on September 2, 2020 regarding the discontinuance of a portion of Pine Street, and

WHEREAS, the Little Chute Board of Trustees has determined that the public interest is best served by the discontinuance of a portion of Pine Street and Church Street;

NOW, THEREFORE BE IT RESOLVED, by the Little Chute Board of Trustees that a portion of Pine Street and Church Street be discontinued and vacated as follows:

Commencing at the Northwest corner of Block 25 of said 1985 Amendment to the 1917 Assessors Plat of the Village of Little Chute;
Thence S14°49'57"E, 337.84 feet along the East right-of-way line of Pine Street to the Point of Beginning;
Thence continue S14°49'57"E, 175.45 feet along said East line to the North right-of-way line of Church Street;
Thence S89°34'00"E, 121.80 feet along said North line to the West right-of-way line of Van Den Broek Street;
Thence S00°56'10"W, 60 feet along said West line to the South right-of-way of Church Street;
Thence N89°34'00"W, 104.95 feet to the East right-of-way line of Pine Street;
Thence S14°49'57"E, 229.01 feet to the North right-of-way of Pine Street;
Thence N83°07'07"E, 43.11 feet along said North right-of-way to the West right-of-way of Van Den Broek Street;
Thence S00°56'10"W, 170.71 feet along said West line to the North right-of-way line of Canal Street;
Thence S75°35'38"W, 34.31 feet along said North line to the West right-of-way line of Pine Street;
Thence N14°49'57"W, 636.66 feet along said West line;
Thence N75°10'05"E, 38.00 feet to the Point of Beginning.

BE IT FURTHER RESOLVED, that upon adoption of this resolution the above described portion of Pine Street and Church Street be hereby vacated and be attached to Lot 4 Block 23 of the 1985 Amendment to the 1917 Assessor's Plat.

BE IT FURTHER RESOLVED, that a notice of the public hearing be published as a Class 3 notice, under CH 985.

Date introduced: July 15, 2020

Approved and Adopted:

VILLAGE OF LITTLE CHUTE

By

Michael R. Vanden Berg, Village President

Attest:

Laurie Decker, Village Clerk

VILLAGE OF LITTLE CHUTE
RESOLUTION NO. 2 , SERIES OF 2015

WHEREAS, an authorized representative of the St. John Nepomuscene Congregation as owners of 507 Pine Street have requested to exchange properties with the Village for properties at 500 Pine Street; and

WHEREAS, the St. John Nepomuscene Congregation agree to the removal of the pavement of the area of Pine Street being vacated or discontinued within ten years of the exchange of properties; and

WHEREAS, the St. John Nepomuscene Congregation agree to the extension at their expense of a water main to Vandenbroek Street from the main located at Church Street and Pine Street within 10 years of the exchange of properties; and

WHEREAS, the St. John Nepomuscene Congregation agree to granting the Village a temporary limited easement for snow storage for a period of 10 years (unless both parties agree to a different period of time) upon the entirety of the land being transferred to the congregation; and

WHEREAS, the St. John Nepomuscene Congregation agree to the granting of permanent easements for the location of water main on the vacated or discontinued portions of Church Street and Pine Street; and

WHEREAS, the St. John Nepomuscene Congregation currently occupy a portion of Church Street right of way with improvements such as walks, parking lot and driveway; and

WHEREAS, the St. John Nepomuscene Congregation agree to the waving of any objection to vacating or discontinuing Church or Pine Streets; and

WHEREAS, the St. John Nepomuscene Congregation agree to the paying normal Storm Water Fees for all impervious areas including those located in vacated or discontinued portions of streets which become property owned by the congregation; and

WHEREAS, the Village of Little Chute Board of Trustees to pay all costs for infrastructure associated with the use of land being transferred for snow storage; and

WHEREAS, the Village of Little Chute Board of Trustees agree to grant a temporary limited easement for the continued use of the southern portion of property currently occupied by church parking and being acquired from the congregation as depicted on EXHIBIT "A" as containing 2,247 sq. ft., until such time the Village chooses to use the property for location of public parking; and

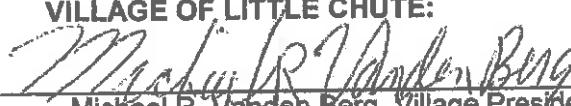
WHEREAS, the Village of Little Chute Board of Trustees does find that the exchange of this property is found to be in the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of Trustees as follows:

1. That the Village transfer to St. John Nepomuscene Congregation, Parcels # 260042000 & 260042700, the property being described as; 1985 Amendment to the 1917 Assessors Plat Lots 9 & 14 Block 25, said parcels containing approximately 10,903 square feet; and
2. That the Village in exchange for aforementioned parcels, shall accept from St. John Nepomuscene Congregation, ownership of all of parcel # 260044400 and part of parcel # 260044200 fully described as: 1985 Amendment to the 1917 Assessors Plat Lot 10 and that part of lot 13 Block 26 described as follows: Beginning at the Northwest corner of said Lot 13; Thence N82°43'03"E, 94.89 feet on the North line of said Lot 13; Thence S14°49'57"E, 20.08 feet on the East line of said Lot 13; Thence S78°49'05"W, 81.74 feet; Thence S89°17'11"W, 18.68 feet to the West line of said Lot 13; Thence N00°59'27"W, 23.47 feet on said West line to the point of beginning; all as depicted on EXHIBIT "A" total area of described parcel containing approximately 6,836 square feet; and
3. That St. John Nepomuscene Congregation agree to granting the Village a temporary limited easement for snow storage for a period of 10 years (unless both parties agree to a different period of time) upon the entirety of the land being transferred to the congregation described as; 1985 Amendment to the 1917 Assessors Plat Lots 9 & 14 Block 25; and
4. That the St. John Nepomuscene Congregation grant to the Village a Permanent Utility Easement as depicted on EXHIBIT "B"; and
5. That the Village pay St. John Nepomuscene Congregation the amount of \$5,000.00 upon signature of the authorized representative of the congregation waving any objection to vacating or discontinuing Pine Street; and
6. That the Village Clerk, and/or Village Administrator, and/or Village President are directed to execute such documents as necessary to complete the exchange of afore described properties.

Date introduced, approved and adopted: January 7, 2015

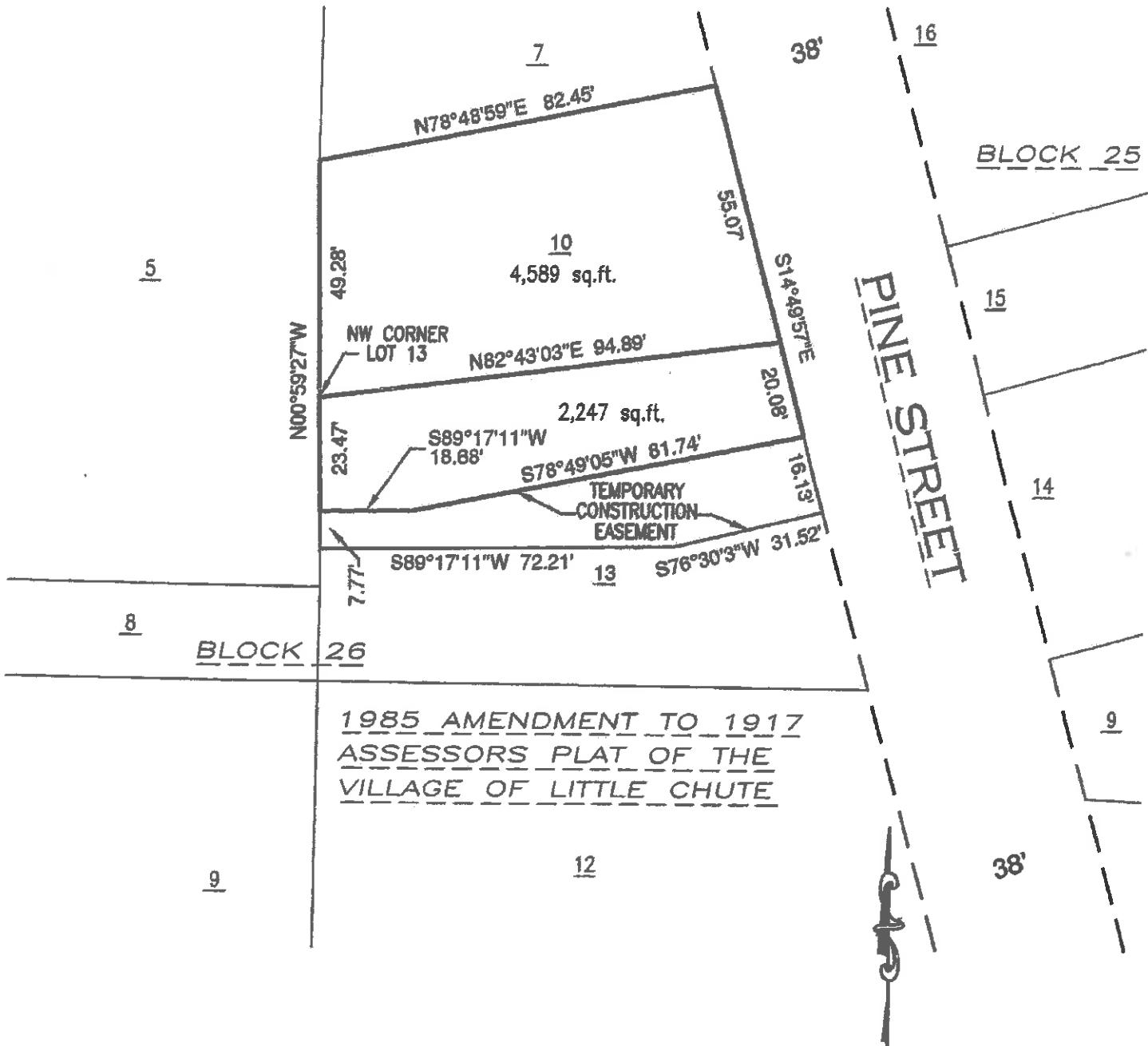
VILLAGE OF LITTLE CHUTE:

By: 
Michael R. Vanden Berg, Village President

By: 
Laurie Decker, Village Clerk

EXHIBIT "A"

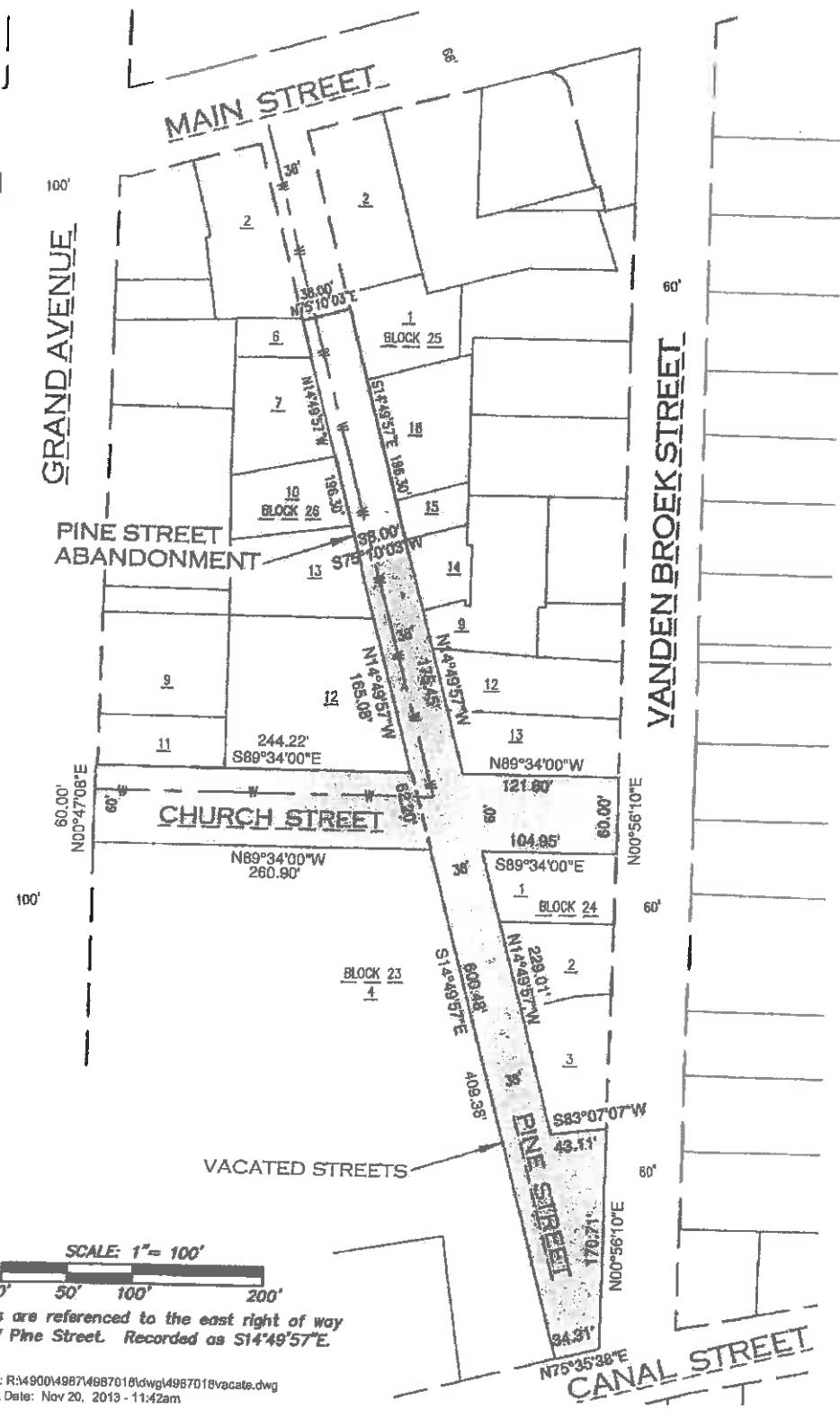
ALL OF LOT 10, AND PART OF LOT 13, BLOCK 26, 1985 AMENDMENT
TO 1917 ASSESSORS PLAT OF THE VILLAGE OF LITTLE CHUTE,
VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN



Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
PHONE: (920) 662-9641
FAX: (920) 662-9141
INTERNET: www.releainc.com

EXHIBIT "B"

PART OF 1985 AMENDMENT TO 1917 ASSESSORS PLAT OF THE
VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN



CERTIFIED SURVEY MAP NO. 7900

SHEET 1 OF 3

ALL OF LOT 10 AND PART OF LOT 13 BLOCK 26 1985
AMENDMENT TO 1917 ASSESSORS PLAT OF THE VILLAGE
OF LITTLE CHUTE, LOCATED IN GOVERNMENT LOT 1 SECTION
21, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF
LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

**SARAH R VAN CAMP, REGISTER OF DEEDS
Return via MAIL (REGULAR)
MCMAHON ASSOCIATES INC**

BEARINGS ARE REFERENCED TO THE EAST LINE
OF THE NE 1/4 OF SECTION 21, TOWNSHIP 21
NORTH, RANGE 18 EAST WHICH BEARS
N00°28'56"E PER THE PUBLISHED OUTAGAMIE
COUNTY COORDINATE SYSTEM

A horizontal scale with numerical markings at 60, 30, 0, and 60. The scale is marked with vertical lines and horizontal tick marks. The central zero line is thicker than the other lines.

SCALE - FEET

LEGEND

- - 3/4" x 24" ROUND IRON REBAR
WEIGHING 1.5 lbs./lineal ft. SET
- - 1 1/2" PIPE FOUND
- ✖ - 3/4" ROUND STEEL REBAR FOUND
- ✖ - CERTIFIED LAND CORNER
OUTAGAMIE COUNTY
- S.F. - SQUARE FEET
- () - RECORDED BEARING AND/OR DISTANCE

FOR: -VILLAGE OF LITTLE CHUTE
-108 WEST MAIN STREET
-LITTLE CHUTE, 54140

DRAFTED BY: DAVID W. JOHNSON

McMAHON

ENGINEERS \ ARCHITECTS

McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O.BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FAX 920.751.4284 MCMGRPC.COM

CERTIFIED SURVEY MAP NO. 7900

SHEET 2 OF 3

ALL OF LOT 10 AND PART OF LOT 13 BLOCK 26 1985 AMENDMENT TO 1917 ASSESSORS PLAT OF THE VILLAGE OF LITTLE CHUTE, LOCATED IN GOVERNMENT LOT 1 SECTION 21, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, David M. Schmalz, Wisconsin Professional Land Surveyor S-1284, certify that I have surveyed, divided and mapped all of Lot 10 and part of Lot 13 of Block 26 1985 Amendment to 1917 Assessors Plat of the Village of Little Chute, Located in Government Lot 1, Section 21, Township 21 North, Range 18 East, Village of Little Chute Outagamie County, Wisconsin containing 6,838 square feet, more or less (0.157 acres) of land described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 21; Thence S79°55'52"W, 416.93 feet to the Northeast corner of Lot 10 and the Point of Beginning; Thence S15°09'42"E, 75.15 feet along the East line of Lot's 10 and 13; Thence S78°27'10"W, 81.74 feet; Thence S89°06'49"W, 18.68 feet to the West line of Lot 13; Thence N01°19'12"W, 72.75 feet along said West line of Lot's 13 and 10 to the Northwest corner of Lot 10; Thence N78°29'14"E, 82.44 feet along said North line to the Point of Beginning.

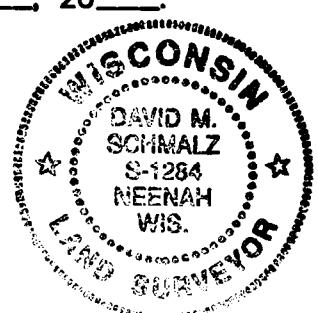
That I have made this survey by the direction of Owners of said Land.

I further certify that this map is a correct representation of the exterior boundary lines of the land surveyed and the division of that land, and that I have complied with section 236.34 of the Wisconsin Statutes and Village of Little Chute Subdivision Ordinance in surveying, dividing and mapping the same.

Given under my hand and seal this 21st day of May, 2020.

David M. Schmalz

David M. Schmalz, Professional WI Land Surveyor S-1284



NOTES

- THIS CSM IS ALL OF TAX PARCEL No. 260044400 & PART OF 260044200.
- THE PROPERTY OWNER OF RECORD IS ST. JOHN NEPOMUCENE CONGREGATION AND ST. JOHN NEPOMUCENE PARISH.
- THIS PROPERTY IS CONTAINED WHOLLY WITHIN LANDS DESCRIBED IN DOCUMENT No. 1738280 and DOCUMENT No.1126059 (Jacket 15825 Image 27).
- ST. JOHN NEPOMUCENE CONGREGATION AND PARISH (ST. JOHNS) RETAIN A TEMPORARY LIMITED EASEMENT (TLE) FOR CHURCH PARKING ON THAT PART OF LOT 13 BLOCK 26 INCLUDED IN LOT 1 OF THIS CSM. THE VILLAGE OF LITTLE CHUTE (VILLAGE) WILL BE DEEDED LOT 1 OF THIS CSM. WHEN THE VILLAGE CHOOSES TO USE THAT PART OF LOT 13 BLOCK 26 FOR PUBLIC PARKING A WRITTEN NOTICE OF THE TLE TERMINATION WILL BE DELIVERED TO ST. JOHNS. THE TERMS AND CONDITIONS OF THE TLE BY SEPARATE INSTRUMENT ARE TO BE INCLUDED IN ST. JOHNS DEED TO THE VILLAGE.

CERTIFICATE OF TREASURERS

I, being the duly elected, qualified and acting Treasurer, do hereby certify that the records in my office show no unredeemed taxes and no un-paid taxes or special assessments on any of the lands included in this Certified Survey Map as of:

5-22-2020

Lisa Remiker-Dewall
Village Finance Director
Lisa Remiker-Dewall

5-22-2020

Rochelle L. Disney
County Treasurer
Trenten Woelfel, Deputy
6/5/2020

Date

CERTIFIED SURVEY MAP NO. 7900

SHEET 3 OF 3

ALL OF LOT 10 AND PART OF LOT 13 BLOCK 26 1985 AMENDMENT TO 1917 ASSESSORS PLAT OF THE VILLAGE OF LITTLE CHUTE, LOCATED IN GOVERNMENT LOT 1 SECTION 21, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

ST. JOHN NEPOMUCENE CONGREGATION AND PARISH, As Owner(s), I/We hereby certify that we caused the land described on this map to be surveyed, divided, and mapped as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required by s. 236.10 or 236.12 of the Wisconsin Statutes to be submitted to the following for approval.

Village of Little Chute

Dated this 26 day of May, 2020.

Parson P. H. E.
Signature

Parson David G. Van Egeren, Exec. Director
Print Name & Title

Signature

Print Name & Title

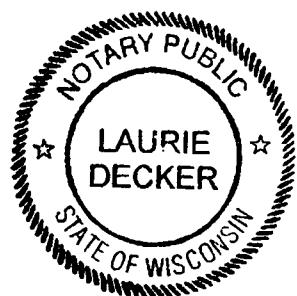
State of Wisconsin)

Outagamie County)

Personally appeared before me on the 26 day of May, 2020 the above named persons to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

Laurie Decker
Notary Public

Outagamie County, WI
My commission expires 4/10/2022



VILLAGE BOARD APPROVAL

Approved by the Village of Little Chute, Outagamie County, Wisconsin, by the Village Board on the 20 day of May, 2020.

Michael R. Vanden Berg
Michael R. Vanden Berg
Village President

Laurie Decker
Laurie Decker
Village Clerk



David M. Schmalz
MAY 21, 2020

Agreement of Understanding

WHEREAS, an authorized representative of the St. John Nepomucene Congregation as owners of 507 Pine Street have requested to exchange properties with the Village for properties at 500 Pine Street; and

WHEREAS, the St. John Nepomucene Congregation agree to the removal of the pavement of the area of Pine Street being vacated or discontinued within ten years of the exchange of properties; and

WHEREAS, the St. John Nepomucene Congregation agree to the abandonment, at their expense, of a water main located at Pine Street within ten years of the exchange of properties or at such time there is degradation of the main as determined by the Director of Public Works or St. John Nepomucene Congregation improve or develop their property; and

WHEREAS, the St. John Nepomucene Congregation agree to granting the Village a temporary limited easement for snow storage for a period of 10 years (unless both parties agree to a different period of time) upon the entirety of the land being transferred to the congregation; and

WHEREAS, the St. John Nepomucene Congregation agree to the granting of a temporary easement for the location of water main on the vacated or discontinued portions of Church Street and Pine Street, until such time as the water main and hydrant is abandoned and a permanent easement for the sanitary sewer main remaining in Pine Street right of way; and

WHEREAS, the St. John Nepomucene Congregation currently occupy a portion of Church Street right of way with improvements such as walks, parking lot and driveway; and

WHEREAS, the St. John Nepomucene Congregation agree to the waving of any objection to vacating or discontinuing Church or Pine Streets; and

WHEREAS, the St. John Nepomucene Congregation agree to the paying normal Storm Water Fees for all impervious areas including those located in vacated or discontinued portions of streets which become property owned by the congregation; and

WHEREAS, the Village of Little Chute agrees to pay all costs for infrastructure associated with the use of land being transferred for snow storage; and

WHEREAS, the Village of Little Chute agrees to grant a temporary limited easement for the continued use of the southern portion of property currently occupied by church parking and being acquired from the congregation as depicted on **EXHIBIT "A"** as containing 2,247 sq. ft., until such time the Village chooses to use the property for location of public parking; and

WHEREAS, the Village of Little Chute Board of Trustees does find that the exchange of this property is found to be in the public interest.

NOW, THEREFORE, BE IT AGREED, by the Village Board of Trustees and St. John Nepomucene Congregation as follows:

1. That the Village transfer to St. John Nepomucene Congregation, Parcels # 260042000 & 260042700, the property being described as; 1985 Amendment to the 1917 Assessors Plat Lots 9 & 14 Block 25, said parcels containing approximately 10,903 square feet; and
2. That the Village in exchange for aforementioned parcels, shall accept from St. John Nepomucene Congregation, ownership of all of parcel # 260044400 and part of parcel # 260044200 fully described as: 1985 Amendment to the 1917 Assessors Plat Lot 10 and that part of lot 13 Block 26 described as follows: Beginning at the Northwest corner of said Lot 13; Thence N82°43'03"E, 94.89 feet on the North line of said Lot 13; Thence S14°49'57"E, 20.08 feet on the East line of said Lot 13; Thence S78°49'05"W, 81.74 feet; Thence S89°17'11"W, 18.68 feet to the West line of said Lot 13; Thence N00°59'27"W, 23.47 feet on said West line to the point of beginning; all as depicted on **EXHIBIT "A"** total area of described parcel containing approximately 6,836 square feet; and
3. That St. John Nepomucene Congregation agree to granting the Village a temporary limited easement for snow storage for a period of 10 years (unless both parties agree to a different period of time) upon the entirety of the land being transferred to the congregation described as; 1985 Amendment to the 1917 Assessors Plat Lots 9 & 14 Block 25; and
4. That the St. John Nepomucene Congregation grant to the Village a Temporary Utility Easement as depicted on **EXHIBIT "B"** until such time that the water main located in Church and Pine Street is abandoned. St. John's Nepomucene Congregation agrees that the abandonment of the water main in this area will be their expense and that the hydrant being removed will be returned to the Village of Little Chute. The congregation further agrees that abandonment will occur within either ten years of the date of this agreement, at such time that degradation of the main requires abandonment as determined by the Public Works Director for the Village of Little Chute or St. John's improves or develops their property. At such time that the water main is abandoned, the village will require the installation of a hydrant within Pine Street right of way or on Village property. St. John Nepomucene Congregation will also grant the Village of Little Chute a Permanent Utility Easement for the sanitary sewer main located in Pine Street.
5. That St. John Nepomucene Congregation, in agreeing to remove the pavement of the vacated portion of Church Street and Pine Street in the ten year time frame, do so at the expense of the congregation and agree to the relocation of any storm water catch basins as directed by the Village's Director of Public Works.
6. That the Village pay St. John Nepomucene Congregation the amount of \$5,000.00 upon signature of the authorized representative of the congregation waving any objection to vacating or discontinuing Pine Street; and

7. That the parties are directed to execute such documents as necessary to complete the exchange of afore described properties.

Dated and effective this 5 day of June, 2019 regardless of the date signed.

VILLAGE OF LITTLE CHUTE

BY: Michael R. Vanden Berg
Michael Vanden Berg, Village President

BY: Laurie Decker
Laurie Decker, Village Clerk

Dated this _____ day of _____, 2019.

St. John's Nepomucene Congregation

BY: _____

Print: _____

Village of Little Chute
INFORMATION FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: Late Payment Fees on Utility Bills

PREPARED BY: Lisa Remiker-DeWall, Finance Director

REPORT DATE: July 10, 2020

ADMINISTRATOR'S REVIEW/COMMENTS:

No additional comments to this report: *JPF*
See additional comments attached:

EXPLANATION:

When the Public Service Commission (PSC) enacted a moratorium on assessing late fees in March, the Village stopped assessing fees on the entire Utility Bill since all services (Refuse, Sewer, Water and Stormwater) are included on the same invoice.

On June 11, the Public Service Commission lifted this moratorium but will allow the Water Utility to only start assessing interest on delinquent account balances incurred AFTER July 15. As noted at last Village Board Meeting, our Utility Billing Software does not currently allow for assessing late fees on date specific portions of delinquent balance. I placed a service ticket in with our Utility Billing Service provider immediately upon hearing of the action to find out if they were making a software change to accommodate the mandate. I have been informed that the software provider will not be able to adjust this year to accommodate what the PSC is allowing.

The Village could start assessing penalty on Refuse, Sewer and Storm portions through some extra programming steps but believe this would raise many questions from consumers on why charging interest on portion of the bill plus potential for complaints to be filed with the Public Service Commission.

Many other communities are facing similar situations with their software. The PSC is allowing us to track these costs and recoup them in a future rate study. They have mandated we fill out a 46 page (detailed 82 question) quarterly survey regardless if we are going to seek to recoup these costs or not in the future. The first survey to be completed is for March 24-May 31. At this time, this will be required for the remainder of the year.

RECOMMENDATION: Recommend the Village suspend assessing late fees until after the tax certification (roll of delinquent balances to the tax roll) for 2020 to be in compliance with the PSC mandate. Estimated impact of lost revenue for 2020 is attached.



FOR IMMEDIATE RELEASE

June 11, 2020

Contact: Matt Sweeney, 608-266-9600

matthew.sweeney@wisconsin.gov

State Moratorium on Utility Disconnections During COVID-19 to End July 25

State emergency energy assistance available

MADISON - On Thursday, the Public Service Commission of Wisconsin (PSC) voted unanimously to lift the temporary moratorium on utility disconnections for nonpayment during the COVID-19 public health emergency. The move comes as the state continues to reopen and nearly a month after the state Supreme Court struck down *Safer at Home*. The PSC strongly encourages customers behind on payments to arrange for a payment plan, or apply for assistance.

"As our state's businesses reopen and people return to work by following the steps in the Badger Bounce Back plan, we must calibrate consumer protections with costs to all utility customers. The longer deferral of payments are allowed, the more it will impact utility bills for everyone. Our actions today will ensure that those who are able to pay will continue do so, and those who are struggling can seek a payment plan or apply for energy assistance," said Rebecca Cameron Valcq, Chairperson of the PSC. "When working out payment plans with customers, I strongly encourage utilities to provide extra flexibility for those whose lives and employment continue to be severely impacted by this disease."

To avoid disconnection, customers who have fallen behind on payments are encouraged to first contact their utility to set up a payment plan. Contact information for the largest utilities in Wisconsin is listed below:

• Alliant Energy	1-800-255-4268
• Madison Gas & Electric	1-800-245-1125
• Superior Water, Light & Power	1-800-227-7957
• We Energies	1-800-842-4565
• Wisconsin Public Service Corporation	1-800-450-7260
• Xcel Energy	1-800-895-4999

If customers cannot reach an agreement with their utility, they may contact the PSC by calling 1-800-225-7729, or by [filing a complaint on the PSC website](#).

For more information about utility disconnections and collections, see the [PSC's fact sheet on residential customer rights](#).

If a customer is having difficulty paying their energy bill or receives a disconnection notice, they may be eligible for assistance from the Wisconsin Home Energy Assistance Program (WHEAP). To determine eligibility or find out where to apply for assistance, go to <http://homeenergyplus.wi.gov/> or call 1-866-HEATWIS."

If full payment or a payment plan cannot be agreed on, utilities will be allowed to send disconnection notices starting July 15. Customers who have a medical condition or are infected and sick with COVID-19 can still avoid disconnection with a temporary waiver from their utility.

Additionally, the PSC voted to allow utilities to commence charging late payment fees on debts incurred after July 15, refuse service for failure to provide documentation to prove identity and residency after July 25, and allow utilities to require a cash deposit as a condition of new service starting July 31.

On March 23, 2020, Governor Tony Evers and Andrea Palm, Secretary-designee of the Wisconsin Department of Health Services, ordered residents in the state to stay at home except when performing essential activities or accessing essential services.

In response to Governor Evers' initial *Safer at Home* order, the PSC met on March 24 and ordered that:

- No public utility may disconnect or refuse service to any customer for nonpayment;
- No public utility may refuse service to a new customer for failure to provide documentation to prove identity and residency;
- Every public utility shall offer to any customer a deferred payment agreement;
- No public utility may assess upon any customer any fee or charge for late payment; and
- No public utility may require a cash deposit or other guarantee as a condition of new service.

On May 13, 2020, the Wisconsin Supreme Court struck down *Safer at Home*, ending measures put in place to manage the spread of COVID-19. The utility disconnection moratorium, however, remained in place.

###

Lisa Remiker-DeWall

From: Rose, Bradley - PSC <Bradley.Rose@wisconsin.gov>
Sent: Wednesday, June 17, 2020 5:39 PM
To: Lisa Remiker-DeWall
Subject: RE: Rural Water E-News 6/17/20

Hi Lisa,

Thank you for your email seeking clarification on late payment fees. The Commission decided to lift the temporary provisions relating to late payment fees effective July 15, 2020, and allowed utilities to opt in to continuing to waive late payment fees through December 31, 2020 without violating the tariff. Utilities that do not opt in to continue waiving late fees, would assess late fees in accordance with the July 15, 2020 effective date. To clarify the late fees are to be assessed only on amounts incurred beginning on July 15 or later, so the utility would not apply late fees to amounts incurred during the period from March 24, 2020 to July 14, 2020. Similar to when the Order was issued on March 24, I believe utilities made adjustments or withheld charging late fees to ensure customers were not being assessed late fees associated with usage that occurred March 24 and beyond. I'd also like to note that the opt in to continue waiving late fees option does not mean the utility must waive late fees until December 31, but sets December 31 as the last date for waiving fees. A utility could select to opt in and choose an end date that works best with its system or bill cycle.

I hope this information is helpful. Please feel free to contact me with any additional questions.

Have a great night,

Bradley Rose

Bureau Director – Bureau of Consumer Affairs
Division of Digital Access, Consumer and Environmental Affairs
Public Service Commission of Wisconsin
Bradley.Rose@wisconsin.gov | (608) 267-9491
psc.wi.gov



Have a say in our services. Participate in the 2020 Census. Go to <https://wicount.wi.gov/> for more information.

From: Lisa Remiker-DeWall <lisa@littlechutewi.org>
Sent: Wednesday, June 17, 2020 1:34 PM
To: Rose, Bradley - PSC <Bradley.Rose@wisconsin.gov>; Rose, Bradley - PSC <Bradley.Rose@wisconsin.gov>
Subject: FW: Rural Water E-News 6/17/20

Good Afternoon,

Renee forwarded me your email address related to my question below. Can you assist?

Thank you!

		<u>ACTUAL 2017</u>	<u>ACTUAL 2018</u>	<u>ACTUAL 2019</u>	<u>ACTUAL 2020</u>	<u>BUDGET 2020</u>
REFUSE						
201-39470	FORFEITED DISCOUNTS(PENALTIES)	2,839.74	2,359.81	2,932.68	439.01	2,300.00
	Tax Cert	874.49	1,076.81	900.90		
		1,965.25	1,283.00	2,031.78	Potential Loss	(1,300.00)
SEWER						
610-34470	FORFEITED DISCOUNTS(PENALTIES)	13,335.92	14,668.52	13,004.61	2,521.58	14,000.00
		3,601.78	4,405.73	3,614.76		
		9,734.14	10,262.79	9,389.85	Potential Loss	(7,200.00)
WATER UTILITY						
620-34470	FORFEITED DISCOUNTS(PENALTIES)	9,950.49	10,926.05	9,736.31	1,772.86	11,000.00
		2,688.10	3,246.90	2,703.79		
		7,262.39	7,679.15	7,032.52	Potential Loss	(5,500.00)
STORMWATER UTILITY						
630-34470	FORFEITED DISCOUNTS(PENALTIES)	3,824.58	4,308.50	3,734.63	669.52	4,300.00
		868.24	1,265.94	1,008.75		
		2,956.34	3,042.56	2,725.88	Potential Loss	(8,000.00)