



Village of

***Little Chute***

## **AGENDA**

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

PLACE: Little Chute Village Hall

DATE: Wednesday, April 22, 2015

TIME: 6:00 p.m.

- A. Call to Order
- B. Roll Call
- C. Public Appearance for Items Not on the Agenda
- 1. Approval of Minutes  
*Minutes of the Regular Board Meeting of April 8, 2015*
- 2. Windmill Presentation
- 3. Action—Application for Temporary Class “B” License for Cheesefest
- 4. Action—Set Public Hearing Date for Zoning Change of Grand Ave.
- 5. Action—Approve Resolution #14 CSM Crosswind Estates, LLC and the Village of Little Chute
- 6. Discussion—Heart of the Valley Metro Sewage District Access Agreement
- 7. Unfinished Business
- 8. Items for Future Agenda
- 9. Closed Session:
  - a) 19.85(1)(e) Competitive or Bargaining Reasons, Deliberating of or negotiating for purchase of public properties, investment of public funds, or conduct of other specific public business, whenever competitive or bargaining *Contract Negotiations*
- 10. Return to Open Session
- 11. Action—Approval of Fox Valley Metro Police Department Professional Police Association Bargaining Agreement
- 12. Adjournment

## MINUTES OF THE COMMITTEE OF THE WHOLE MEETING APRIL 8, 2015

### Call to Order

President Vanden Berg called the Committee of the Whole meeting to order at 6:00 p.m.

### Roll Call

PRESENT: President Vanden Berg, Trustee Joosten, Trustee Peerenboom, Trustee Van Lankvelt, Trustee Hietpas, Trustee Smith

ALSO PRESENT: James Fenlon, Roy Van Gheem, Teri Matheny, Laurie Decker, Jim Moes, Interested Citizens, Media Reps

### Public Appearance for Items not on the Agenda

Mr. Todd Bruyette booked the Civic Center for an upcoming event and asked the Board to extend the time from 11:00 p.m. to 12:00 a.m. The Board approved the extra hour.

### Approval of Minutes

Minutes of the Regular Board Meeting of April 1, 2015

*Moved by Trustee Van Elrick, seconded by Trustee Hietpas to approve the minutes as presented*  
Ayes 7, Nays 0 – Motion Carried

### Action—Special Event Permits for Cheesefest, Rock Cancer and Fox Cities Greenways

*Moved by Trustee Elrick, seconded by Trustee Van Lankvelt to approve the Special Event Permit for Cheesefest as presented*

Ayes 7, Nays 0 – Motion Carried

*Moved by Trustee Elrick, seconded by Trustee Smith to approve the Special Event Permit for Rock Cancer as presented*

Ayes 7, Nays 0 – Motion Carried

*Moved by Trustee Elrick, seconded by Trustee Smith to approve the Special Event Permit for Fox Cities Greenways with the organization paying all fees*

Ayes 7, Nays 0 – Motion Carried

### Action—Application for Temporary Class “B” License for Rock Cancer

*Moved by Trustee Elrick, seconded by Trustee Van Lankvelt to approve the Temporary Class “B” License for Rock Cancer as presented*

Ayes 7, Nays 0 – Motion Carried

### Operator Licenses:

Debra, Paul	MotoMart	Little Chute
Grundy, Webster	Super 41 Shell	Little Chute
Lahde, Kathy	Super 41 Shell	Little Chute
Fralin, William	Walgreens	Little Chute

*Moved by Trustee Van Lankvelt, seconded by Trustee Elrick to approve the Operator Licenses as presented*

Ayes 7, Nays 0 – Motion Carried

### Discussion—General Transportation Aids (GTA)

Administrator Fenlon presented an overview of the General Transportation Aid (GTA) which is one of the largest funding mechanisms and the 2<sup>nd</sup> largest pool of funding for the Department of Transportation (DOT). The GTA is used to offset the cost of Village maintenance, such as pavement and curb/gutter repair, maintenance of culverts/bridges, snow plowing, traffic control devices, weed control and mowing, pavement marking/signing, machinery, vehicles and equipment. The DOT uses the Financial Report Form

for cost reporting and is required to be completed and filed annually by May 15<sup>th</sup> with the Department of Revenue. There is also a 1% reduction in GTA for every day that a community files the report late. The most important take away is the more proactive the Village is in planning, the more reward we will receive, the better off our residents will be and the better off our financial picture will be.

**Unfinished Business**

None

**Items for Future Agenda**

None

**Closed Session:**

a) 19.85(1)(e) Wis. Stats. Deliberations or negotiations on the purchase of public properties, investing of public funds or conducting other specific public business when competitive or bargaining reasons require a closed session. *Sale of Village Owned Property*

b) 19.85(1) (c) Consideration of Employment, Promotion, or Performance Evaluation Data of any Public Employee of the Village of Little Chute. *Personnel Matter/Recruitment*

*Moved by Trustee Smith, seconded by Trustee Van Lankvelt to enter into Closed Session*

Ayes 7, Nays 0 – Motion Carried

**Return to Open Session**

*Moved by Trustee Smith, seconded by Trustee Elrick to Return to Open Session*

Ayes 7, Nays 0 – Motion Carried

**Adjourn**

*Moved by Trustee Smith, seconded by Trustee Elrick to Adjourn the Committee of the Whole Meeting at 7:55 p.m.*

Ayes 7, Nays 0 – Motion Carried

**VILLAGE OF LITTLE CHUTE**

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By: Michael R. Vanden Berg, Village President

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Attest: Laurie Decker, Village Clerk

# APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 4/7/15

☐ Town ☒ Village ☐ City of Little Chute County of Outagamie

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.  
☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning June 5, 2015 and ending June 7, 2015 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

**1. ORGANIZATION** (check appropriate box) ☒ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Veteran's Organization ☐ Fair Association

(a) Name Little Chute Jaycees (Wisconsin Jaycees Inc.)

(b) Address P.O. Box 66, Little Chute, WI 54140  
(Street) ☐ Town ☒ Village ☐ City

(c) Date organized 1/1975

(d) If corporation, give date of incorporation 1/1975

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Craig Spierings, 810 Depot St., LC 54140

Vice President

Secretary Todd Berken, 915 S. Weimar St., Appleton, WI 54915

Treasurer Derek Van Duerzen, 101 Canal St., LC 54140

(g) Name and address of manager or person in charge of affair: Craig Spierings  
810 Depot St Little Chute, WI 54140

**2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:**

(a) Street number 100 Van Buren St., Little Chute, WI 54140 / Doyle Park

(b) Lot Block

(c) Do premises occupy all or part of building?

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

**3. NAME OF EVENT**

(a) List name of the event Great Wisconsin Cheese Festival

(b) Dates of event June 5-7, 2015

**DECLARATION**

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Little Chute Jaycees (Wisconsin Jaycees Inc.)  
(Name of Organization)

Officer Todd Berken 4/7/15  
(Signature/date)

Officer  
(Signature/date)

Officer  
(Signature/date)

Officer  
(Signature/date)

Date Filed with Clerk April 8, 2015

Date Reported to Council or Board

Date Granted by Council April 22, 2015

License No.

**VILLAGE OF LITTLE CHUTE  
VILLAGE BOARD  
NOTICE OF PUBLIC HEARING  
ZONING CHANGE REQUEST**

**NOTICE IS HEREBY GIVEN** that a Public Hearing will be held for a request of zoning change from RC – Residential Conventional Single-family District to CB – Central Business District parcels of real estate in the Village of Little Chute, Outagamie County, Wisconsin, more particularly described as follows to wit:

Applicant: Village of Little Chute

Addresses: 628,704,716 and 720 Grand Avenue

Legal Description: Lots 22, 23, 24, & 25 of Block 42 of the 1988 Amendment to the 1917 Assessors Plat

A copy of the proposed zoning map may be seen at the Administrative Office at the Village Hall.

DATE OF HEARING: May 20, 2015

TIME OF HEARING: 6:00 p.m.

PLACE OF HEARING: Village Hall

Board Room

108 West Main Street

Little Chute, WI 54140

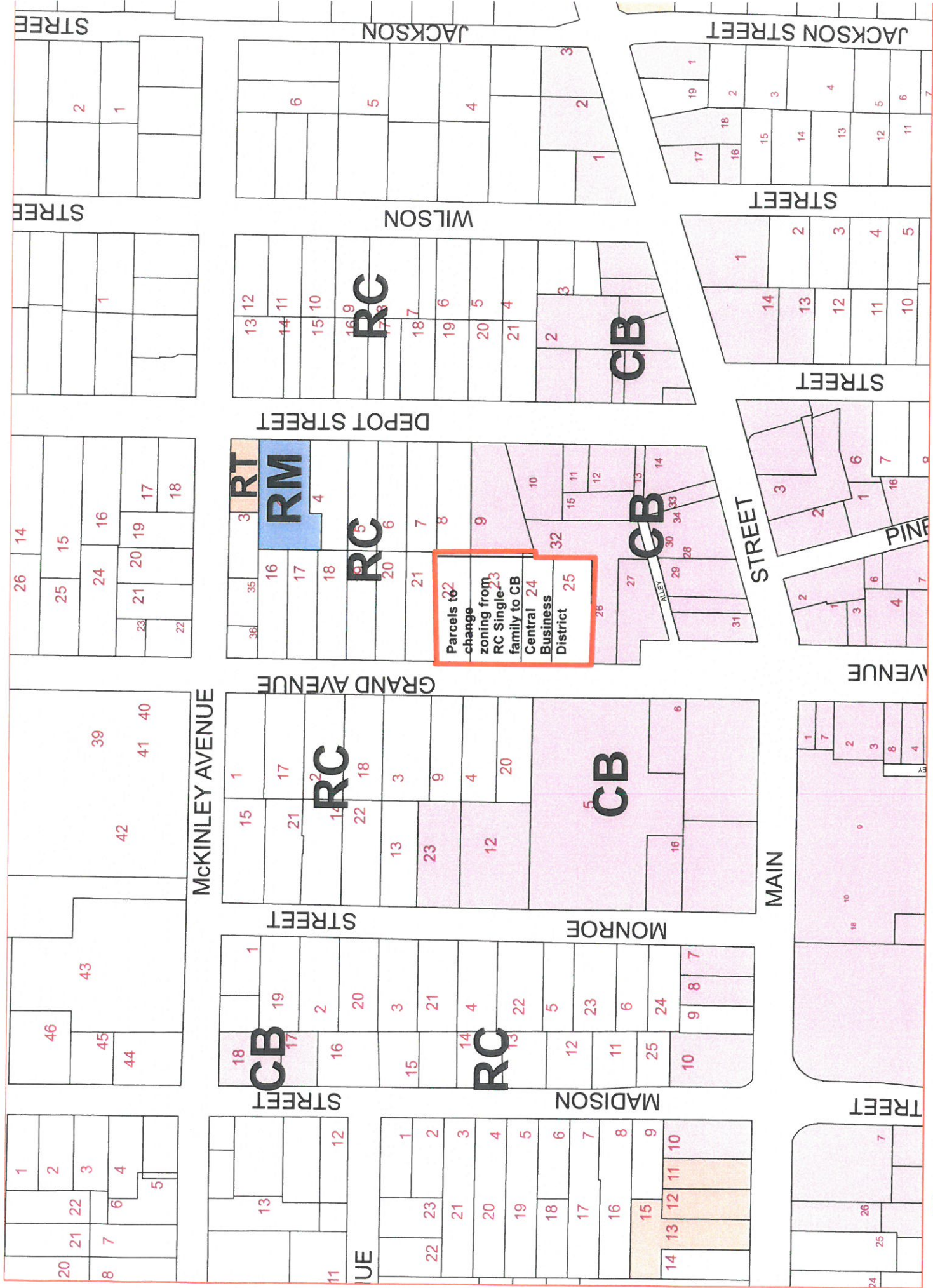
Laurie Decker

Village Clerk

Publish: May 6<sup>th</sup> and May 13<sup>th</sup> 2015

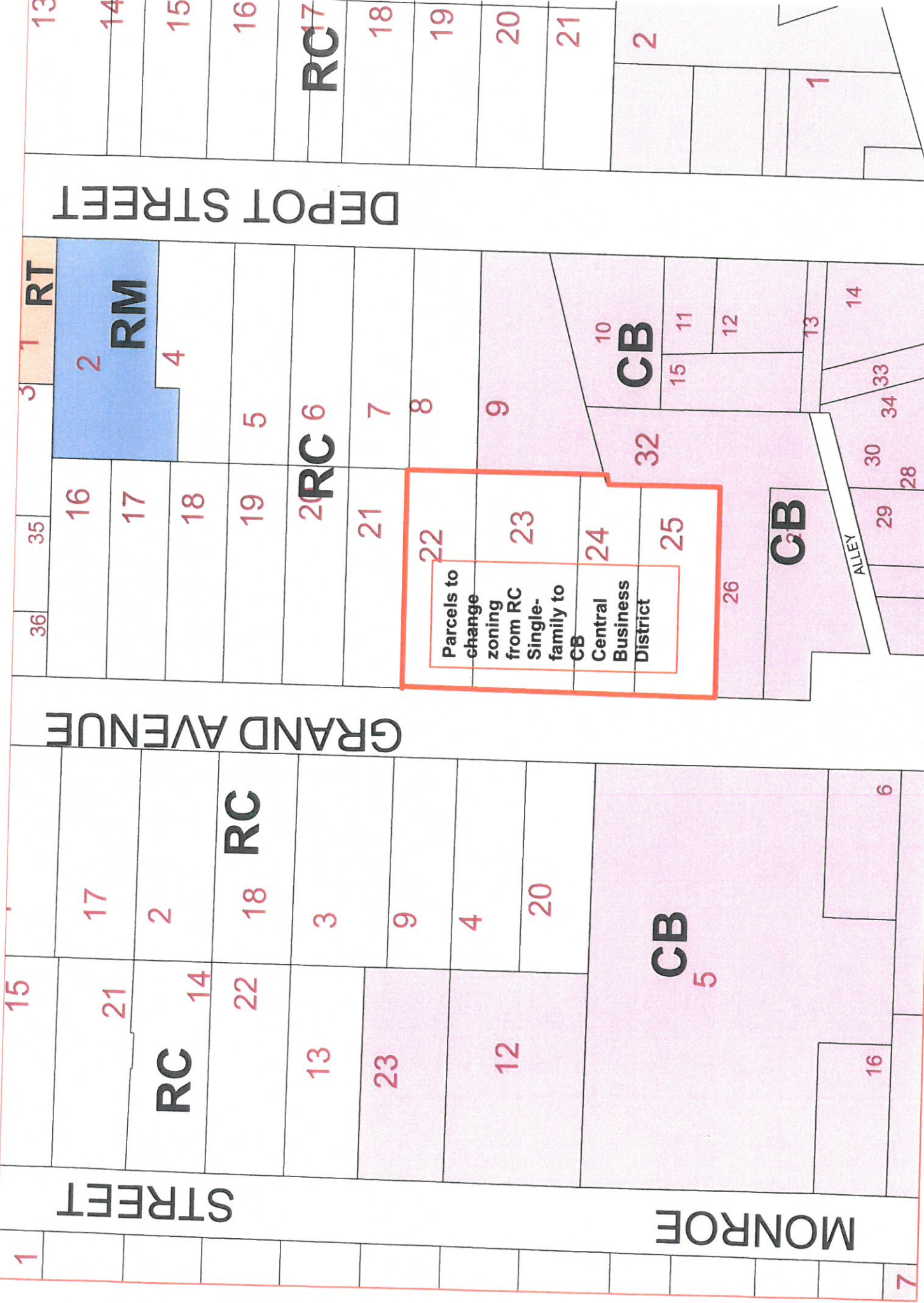
Reasonable accommodations for persons with disabilities will be made upon request and if feasible.





1 inch = 200 feet





1 inch = 100 feet

**VILLAGE OF LITTLE CHUTE**

**RESOLUTION NO. 14, SERIES OF 2015**

**WHEREAS**, Crosswind Estates, LLC and the Village of Little Chute, as owners of Parcel 260441000 presented a Certified Survey Map to the Village of Little Chute Board of Trustees as prepared by Robert E. Lee & Associates, Inc., 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 full 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: April 22, 2015

**VILLAGE OF LITTLE CHUTE:**

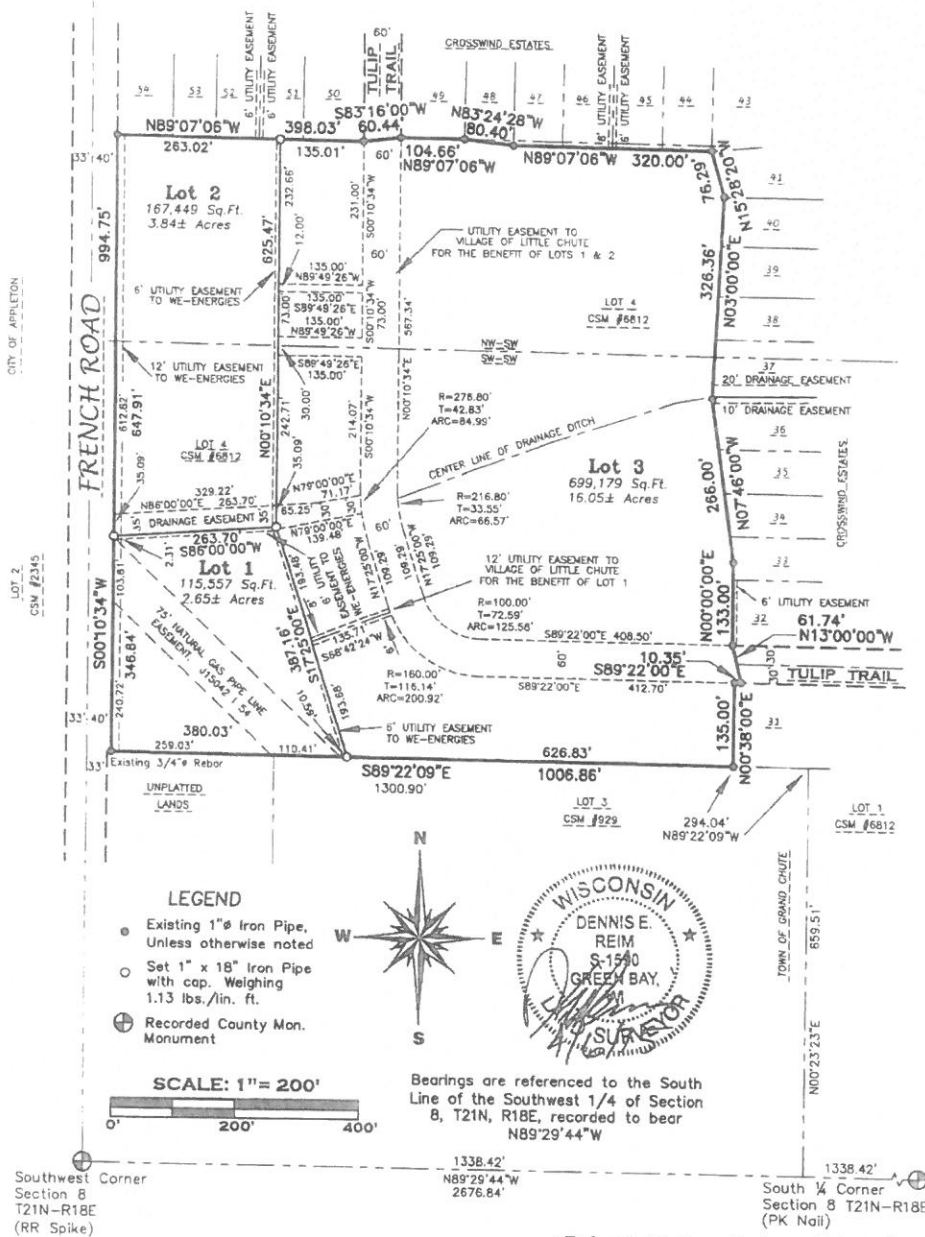
By: \_\_\_\_\_  
Michael R. Vanden Berg, Village President

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



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

PART OF LOT 4 OF CERTIFIED SURVEY MAP 6812, RECORDED IN VOLUME 40 OF CERTIFIED SURVEY MAPS, PAGE 6812, BEING A PART OF LOT 2 OF CERTIFIED SURVEY MAP 6315, RECORDED IN VOLUME 37 OF CERTIFIED SURVEY MAPS, PAGE 6315, BEING LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN.



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

SURVEYOR'S CERTIFICATE

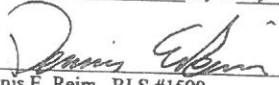
I, Dennis E. Reim, Registered Land Surveyor, do hereby certify that under the direction of Jim Moes, I have surveyed, divided and mapped a parcel of land located in part of Lot 4, Certified Survey Map (CSM) 6812, recorded in Volume 40 of Certified Survey Maps, Page 6812 being a part of Lot 2, Certified Survey Map (CSM) Number 6315 as recorded in Volume 37 of Certified Survey Maps, Page 6315, all being located in part of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 8, Township 21 North, Range 18 East, Village of Little Chute, Outagamie County, Wisconsin, described as follows:

Commencing at the South  $\frac{1}{4}$  corner of said Section 8;  
thence N89°29'44"W, 1,338.42 feet on the south line of the said Southwest  $\frac{1}{4}$ ;  
thence N00°23'23"E, 659.51 feet to the south line of Crosswind Estates;  
thence N89°22'09"W, 294.04 feet to the southwest corner of Lot 31, said Crosswind Estates, the POINT OF BEGINNING;  
thence N00°38'00"E, 135.00 feet to the northwest corner of said Lot 31;  
thence N89°22'00"E, 10.35 feet on the north line of said Lot 31 to the west line of Crosswind Estates;  
thence N13°00'00"W, 61.74 feet on said west line;  
thence N00°00'00"E, 133.00 feet on said west line;  
thence N07°46'00"W, 266.00 feet on said west line;  
thence N03°00'00"E, 326.36 feet of said west line;  
thence N15°28'20"W, 76.29 feet on said west line to the south line of said Crosswind Estates;  
thence N89°07'06"W, 320.00 feet on said south line;  
thence N83°24'28"W, 80.40 feet on said south line;  
thence N89°07'06"W, 104.66 feet on said south line;  
thence S83°16'00"W, 60.44 feet on said south line;  
thence N89°07'06"W, 398.03 feet on said south line to the east right of way of French Road;  
thence S00°10'34"W, 994.75 feet on said east right of way to the south line of said Lot 4;  
thence S89°22'09"E, 1006.86 feet on said south line to the POINT OF BEGINNING.

Parcel contains 982,185 square feet or 22.54 acres of land more or less.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and that I have complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and platting regulations of the Village of Little Chute and Outagamie County in the surveying and mapping of the same.

Dated this 6<sup>th</sup> day of April, 2015.

  
Dennis E. Reim RLS #1590  
ROBERT E. LEE & ASSOCIATES, INC.



NOTES

- This CSM is all of tax parcel number: 260441000

## CORPORATE OWNERS CERTIFICATE

### Village of Little Chute

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

CERTIFICATE OF TREASURERS

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

\_\_\_\_\_  
Village Finance Director      Date

\_\_\_\_\_  
Outagamie County Treasurer      Date

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

VILLAGE BOARD APPROVAL

Approved by the Village of Little Chute, Outagamie County, Wisconsin, by the Village Board on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Village President  
Michael Vanden Berg

\_\_\_\_\_  
Village Clerk  
Laurie Decker





## AGREEMENT RE: ACCESS

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 2015, by and between the Village of Little Chute, a municipal corporation (the "Village"); and Heart of the Valley Metropolitan Sewerage District, a metropolitan sewerage district (the "District").

### WITNESSETH:

WHEREAS, the District owns and operates a wastewater treatment facility together with an intercepting collection system serving the wastewater needs of various communities located in Outagamie and Calumet Counties, Wisconsin; and

WHEREAS, the District serves the Village by collecting its wastewater discharges and transmitting them for treatment and disposal; and

WHEREAS, in connection with the provision of service to the Village, the District owns and operates Meter Station #2 (the "Station"), which is located on an island in the Fox River; and

WHEREAS, the District is required from time to time to repair, maintain and otherwise inspect the Station; and in connection therewith requires access to and from the island; and

WHEREAS, in so accessing the Station, the District is required to utilize motor vehicles conveying confined space equipment and rescue equipment; and

WHEREAS, access to the island was previously provided by a bridge from Mill Street in the Village to the island; and

WHEREAS, such bridge is no longer capable of providing access; and

WHEREAS, temporary access has been given to the District through a temporary bridge pursuant to an arrangement with the Fox River Navigation Authority (the "Authority"); and

WHEREAS, the arrangement with the Authority involved the Authority entering into a lease for the temporary bridge from Janke General Contractors, Inc. and Janke Construction, LLC (herein collectively "Janke"); and

WHEREAS, the lease with Janke has been or will be terminated; and

WHEREAS, Janke is willing to enter into a new lease with the Village for the temporary bridge, so that it provides access to the island until June 1, 2015 for both the District as well as the Village; and

WHEREAS, the District needs reasonable assurance that it will have access to the Station, pending the construction of a permanent bridge that will provide such access.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein as well as other good and valuable consideration moving from each Party to the other, it is hereby agreed as follows:

1. Recitals. The recitals hereto are hereby incorporated by reference. All capitalized terms set forth therein shall have the meanings set forth in the recitals, or as otherwise set forth below.

2. Term. The term of this Agreement shall commence upon its execution; and shall continue until such time that the District no longer requires access to the island, or until a permanent bridge has been constructed and installed, that will provide access by the District to the Station.

3. Temporary Bridge. Effective November 1, 2014, the Village has leased from Janke the temporary bridge that currently is providing the District with access to the Station, upon such terms and conditions as the Village and Janke may agree. The term of the lease shall not expire any earlier than June 1, 2015. The Village is responsible for paying to Janke all rentals or other amounts due Janke under any lease agreement made after November 1, 2014, as may be extended or renewed from time to time; and the District shall have no obligation or liability therefore. During the term of the lease with Janke, the District shall have the right to use the temporary bridge for access purposes to the Station.

4. Alternative Access. If the Village does not extend the term of the lease from Janke to a term that expires upon the completion of construction of the permanent bridge described in Section 6, below, then in such event, the Village agrees that the District shall have continuous access to and from the Station by means of an alternate suitable route, approved, and mutually agreed upon by both the District and the Village.

5. Scope of Access Rights. Upon expiration of the lease with Janke for the temporary bridge, with no permanent bridge providing access as described in Section 6 below, the Village grants the District a general right of continuous access over and across lands providing continuous access the Station. The Village shall be responsible for any and all repairs to and maintenance of the park, roadway and bridge that results from the District's access over the mutually approved alternate route of access to the Station, excluding any malicious acts on the part of District staff or its contractors. To the extent that the Authority has any ownership interest in and to the lands subject to the foregoing access rights granted to the District, the Village shall obtain the consent of the Authority.

6. Permanent Bridge. The Village shall proceed to plan for the construction of a permanent bridge at its sole cost and expense that will provide access to the Station and have a minimum design capacity of 20 tons. If the permanent bridge is not so constructed or if the access provided by this Agreement is not sufficient for District purposes, then in any such events, the



District reserves the right in its sole discretion to relocate the Station. In such event, the cost of relocation shall be borne by the Village.

7. Village Responsibilities. In addition to all other obligations imposed hereunder, the Village recognizes the importance of providing continuous and sufficient access by the District to the Station; and agrees to take all actions that may be required to provide the same, at no cost to the District. If any of the bridges described in either Sections 3, 4 or 6 hereof are not sufficient to accommodate the weight or size of District vehicles required to service the Station, the Village shall **work collaboratively with the District** to allow for such access, which may include reinforcing or expanding any such bridge or providing reasonable alternatives thereto. Any costs or expenses incurred in fulfilling the access obligations of the Village under this Agreement shall be borne by the Village and not the District. If the Village cannot or will not provide **alternative** access after demand therefore by the District, the District may relocate the Station to another location, to be determined by the District in its sole discretion, at the sole cost and expense of the Village, **however working collaboratively with the Village is always preferred.**

8. Notice. All notices, demands, and communications provided for herein or made hereunder shall be delivered or mailed first class with postage prepaid, addressed in each case as follows, until some other address shall have been designated in a written notice given in like manner, and shall be deemed to have been given or made when so delivered or mailed:

District: Heart of the Valley Metropolitan Sewerage District  
Attn: Glen Geurts, District Director  
801 Thilmany Road  
Kaukauna WI 54130

Village: Village of Little Chute  
Attn: Administrator  
108 West Main Street  
Little Chute, WI 54140

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, legal representatives and heirs of the Parties.

10. Law. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin.

[SIGNATURES ON FOLLOWING PAGE.]

In Witness Whereof, the Parties have executed this Agreement the day and year first written above.

District: Heart of the Valley Metropolitan  
Sewerage District

Village: Village of Little Chute

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY:  
Attorney Timothy D. Fenner  
Axley Brynson, LLP  
Post Office Box 1767  
Madison, WI 53701-1767  
(608)257-5661

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