

# Village of **Little Chute**

## **AGENDA**

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

PLACE: Little Chute Village Hall  
DATE: Wednesday, May 25, 2016  
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 Committee of the Whole Meeting of May 11, 2016*  
*Minutes of the Regular Board Meeting of May 18, 2016*
- 2. Presentation—DNR Green Team
- 3. Discussion/Action—Doyle Park Basketball and Tennis Court Site Layout
- 4. Discussion—Banner Agreement
- 5. Unfinished Business
- 6. Items for Future Agenda
- 7. Adjournment

Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made with as much advance notice as possible to the Clerk's Office at 108 West Main Street, (920) 423-3852 or email [laurie@littlechutewi.org](mailto:laurie@littlechutewi.org).  
Prepared: May 20, 2016

## MINUTES OF THE COMMITTEE OF THE WHOLE MEETING MAY 11, 2016

### 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 Peterson, Trustee Peerenboom, Trustee Elrick, Trustee Van Lankvelt, Trustee Hietpas, Trustee Smith

Jessica Schultz, Tim Wegand, Mark Gloudemans, Tim Bevers, Kevin Coffey

EXCUSED:

ALSO PRESENT: James Fenlon, Roy Van Gheem, Adam Breest, Jim Moes, Teri Matheny, Jeff Elrick, Chris Murawski, Jerry Verstegen, Mary Gorges, Jon Cameron from Ehlers

### Public Appearance for Items not on the Agenda

None

### Discussion—Financial Overview of Village Utilities

Jon Cameron from Ehlers gave an overview of Cash Flow Analysis, Capital Improvement Plan and Sewer, Water and Storm Sewer Utilities. The scope of the analysis was to perform a Cash Flow Analysis and Capital Improvement Financing Plan for Village-wide projects in the 2016-2020 Capital Improvement Plan. The objective of the analysis is to develop Utility Cash Flow Analysis to evaluate impacts on: Utility user charges, Revenue Bond Debt Service coverage Ratios, and Utility Reserves. Director Matheny noted that the last full rate case was done in 2011 for the water utility.

### Discussion—Overview of 2016 Storm Water Projects

The Village Engineer, Chris Murawski presented an overview of Storm Water Utility Improvement Projects.

### Action—Approve Resolution #23 Regarding Annexation Questions and Issues

*Moved by Trustee Smith, seconded by Trustee Peterson to Approve Resolution No. 23, Series 2016 Regarding Annexation Questions and Issues*

Ayes 7, Nays 0 – Motion Carried

### Action—Committee Appointments

President Vanden Berg recommended appointing Carl Peeters and Pat Nikolay to the Fire Commission. He also recommended appointing Rick Vanden Boogaart and Judd Vanden Heuvel to the Board of Review.

*Moved by Trustee Elrick, seconded by Trustee Smith to Appoint Committee Members as presented*

Ayes 7, Nays 0—Motion Carried

### Unfinished Business

Administrator Fenlon announced that Director of Public Works, Roy Van Gheem, is retiring effective June 1, 2016.

Finance Director Matheny stated that, in conjunction with the annexation, TID 6 will be started shortly. The JRB is scheduled to meet June 11 before the Plan Commission. The annexation needs to be complete before the TID.

### Items for Future Agenda

None

### Adjournment

*Moved by Trustee Smith, seconded by Trustee Van Lankvelt to Adjourn the Committee of the Whole Meeting at 7:27 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

## MINUTES OF THE REGULAR BOARD MEETING OF MAY 18, 2016

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

### **Pledge Allegiance to the Flag**

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

### **Roll call of Trustees**

PRESENT: Michael Vanden Berg, President

Larry Van Lankvelt, Trustee

John Elrick, Trustee

Bill Peerenboom, Trustee

David Peterson, Trustee

Skip Smith, Trustee

James Hietpas, Trustee

PRESENT: James Fenlon, Village Administrator

Erik Misselt, Fox Valley Metro Police Department

Jeff Elrick, Assistant Director of Public Works

Adam Breest, Director of Parks, Recreation and Forestry

Charles Koehler, Village Attorney

Teri Matheny, Finance Director

Jim Moes, Community Development Director

Laurie Decker, Village Clerk

Interested Citizens

EXCUSED: Beth Carpenter, Library Director

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

None

### **Other Informational Items**

April Fire and FVMPD Reports

### **Report of Other Minutes**

Minutes of the Design Review Board Meeting of October 5, 2015

Minutes of the Fire Commission Meeting of February 1, 2016

Minutes of the Fire Commission Meeting of May 9, 2016

Minutes of the Plan Commission Meeting of February 8, 2016

Minutes of the Plan Commission Meeting of March 14, 2016

Minutes of the Kimberly-Little Chute Public Library Board of February 16, 2016

Minutes of the Kimberly-Little Chute Public Library Board of March 22, 2016

### **Approval of Minutes**

Minutes of the Regular Board Meeting of May 4, 2016

*Moved by Trustee Smith, seconded by Trustee Van Lankvelt to Approve the Minutes of the Regular Board Meeting of May 4, 2016*

Ayes 7, Nays 0 – Motion Carried

### **Discussion/Action—Bench Donation Request**

There was discussion regarding the donation of a granite bench to remember Mary N. Janssen. Ms. Nelson, Mary's sister, wants the memorial bench placed in the plaza by the Village Hall. President Vanden Berg stated that he believes the bench should be placed at the library or school, as that is where Mary spent her time working and volunteering. Ms. Nelson is agreeable to moving the bench, in the future, if the Village warrants it necessary.

*Moved by Trustee Van Lankvelt, seconded by Trustee Peterson to place the Memorial Bench, for Mary N. Janssen, in the Plaza with the Village's discretion to move the bench in the future, if needed.*

Ayes 6, Nays 1 (Vanden Berg) – Motion Carried

**Discussion—Harvest Trail Public Informational Meeting**

Information was presented on 610 Harvest Trail, the construction of Harvest Trail, and Creekview Park. Resident Rachel Van Wychen of 638 Harvest Trail stated that after speaking to Administrator Fenlon and receiving more information, there is no opposition to Helen's House joining the neighborhood. Residents noted that the Real Estate Inquiry Forms stated that the streets would be installed at a later date. The roads were scheduled to be installed at a date later when 75% of the lots are built upon or are under construction. Chris Smith of 903 Harvest Trail wants the road in as was originally suggested when construction was at 75%. Brian Roseman of 1012 Harvest Trail wants to be assured that this project does not fall off the radar. Tracy Wittman of 919 Harvest Trail asked why the chip sealing isn't going to happen until August. Jeff Elrick replied that it is because that is when the contractor is available. Park and Recreation Director Adam Breest spoke about the future of Creekview Park. The Village was able to apply for a couple of grants for this space and will find out in September if they are awarded. In the meantime, the Village will cut the grass. However, the deep ruts make it hard to do in some parts of the park. Amanda Fletcher of 1018 Harvest Trail noted that it would be helpful if the perimeter of the park was mowed to keep weeds down and rodents away. Director Breest stated that they would get as close as possible considering the deep ruts. Rachel Van Wychen wanted to thank everyone, on behalf of her neighborhood, for taking the time to go over these issues. She stated that it is important moving forward to continue to receive emails and letters and hopes that the Board will consider putting them higher on the list when it comes to park improvements. Dave Oliver of 909 Harvest Trail stated that communication is the key and he is thankful for the efforts made. Tracy Wittman of 919 Harvest Trail asked what the timeframe for doing the park is if the grant is received. Director Breest stated that the Village will need to acquire bids, but most likely the park will not be started until next spring.

**Resolutions:**

Adopt Resolution No. 24, Series 2016 Northside Solutions, LLC

*Moved by Trustee Peerenboom, seconded by Trustee Smith to Approve Resolution No. 24, Series 2016 regarding Special Assessments with Northside Solutions, LLC*

Ayes 7, Nays 0 – Motion Carried

Adopt Resolution No. 25, Series 2016 TID #2 Termination

*Moved by Trustee Peerenboom, seconded by Trustee Elrick to Approve Resolution No. 25, Series 2016 Terminating Tax Incremental District #2*

Ayes 7, Nays 0 – Motion Carried

**Discussion/Action—Authorize Ehlers and Associates to proceed with the financing of \$1,900,000 Water System Revenue Bonds**

Finance Director Matheny noted that the Village is moving forward with a debt offering. Philip Cosson from Ehlers presented an overview of his report. He is looking for authorization to go forward with prospectus so that at the July 15 meeting he can come back with actual bids received on the bond issue and give sales results at that time.

*Moved by Trustee Elrick, seconded by Trustee Peterson to Authorize Ehlers and Associates to proceed with the financing of \$1,900,000 Water System Revenue Bonds*

Ayes 7, Nays 0 – Motion Carried

**Discussion/Action—Authorize Ehlers and Associates to proceed with the financing of \$2,305,000 Storm Water System Revenue Bonds**

*Moved by Trustee Elrick, seconded by Trustee Peterson to Authorize Ehlers and Associates to proceed with the financing of \$2,305,000 Storm Water System Revenue Bonds*

Ayes 7, Nays 0 – Motion Carried

### **Department and Officers Progress Reports**

Departments and Officers provided progress reports to the Board.

Administrator Fenlon asked to move the Agenda item R above Agenda item O

### **Action—Trilliant Food and Nutrition, LLC Stephen Street Site Plan**

*Moved by Trustee Elrick, seconded by Trustee Smith to Approve Trilliant Food and Nutrition, LLC Stephen Street Site Plan*

Ayes 7, Nays 0 – Motion Carried

### **Discussion/Action—Municipal Services Building Working Group**

Administrator Fenlon proposed a Municipal Services Building Working Group to better assist staff in making decisions. The working group will consist of Village President Vanden Berg, Trustee John Elrick, Trustee Bill Peerenboom, Administrator Fenlon, Finance Director Matheny, DRPF Director Breest and DPW Director or Designee.

*Moved by Trustee Smith, seconded by Trustee Van Lankvelt to Agree to move forward with the Working Group*

Ayes 7, Nays 0 – Motion Carried

### **Discussion—Draft Downtown Business Survey**

Administrator Fenlon discussed the Downtown Business Survey. It is currently in draft form and waiting for input from staff, business owners and the board.

### **Operator License Approval**

Maley, Rachel	The Rose Hill	Little Chute
May, Sharon	Walgreens	Kaukauna

*Moved by Trustee Smith, seconded by Trustee Elrick to Approve the Operator Licenses as presented*  
Ayes 6 (Peterson stepped out at 8:14 p.m.), Nays 0 – Motion Carried

### **Action—Plan Commission Appointment**

President Vanden Berg recommended appointing Todd Verboomen to the Plan Commission.

*Moved by Trustee Elrick, seconded by Trustee Van Lankvelt to Approve the Plan Commission Appointment*

Ayes 6 (Peterson stepped out at 8:14 p.m.), Nays 0 – Motion Carried

### **Disbursement List**

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

Ayes 7, Nays 0 – Motion Carried

### **Call for Unfinished Business**

Trustee Van Lankvelt asked if there is consideration for having satellite stations for the Municipal Building. Administrator Fenlon said this is not being considered because the new building will be centrally located. Administrator Fenlon thanked all staff for their efforts.

### **Items for Future Agendas**

Storm water rates

**Closed Sessions:**

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. *Property Negotiations*

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*

*Moved by Trustee Peterson, seconded by Trustee Smith to enter into Closed Session at 8:24 p.m.*

**Return to Open Session**

*Moved by Trustee Peterson, seconded by Trustee Smith to Return to Open Session at 8:55 p.m.*  
Ayes 7, Nays 0 – Motion Carried

**Adjournment**

*Moved by Trustee Elrick, seconded by Trustee Peterson to Adjourn the Regular Board Meeting at 8:55 p.m.*  
Ayes 7, Nays 0 - Motion Carried

**VILLAGE OF LITTLE CHUTE**

By: \_\_\_\_\_

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

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

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

**ITEM DESCRIPTION: Doyle Park Basketball and Tennis Court Site Layout**

**PREPARED BY: Adam Breest, Parks, Recreation, & Forestry Director**

**REPORT DATE: May 19, 2016**

**ADMINISTRATOR'S REVIEW/COMMENTS:**

No additional comments to this report:

See additional comments attached:



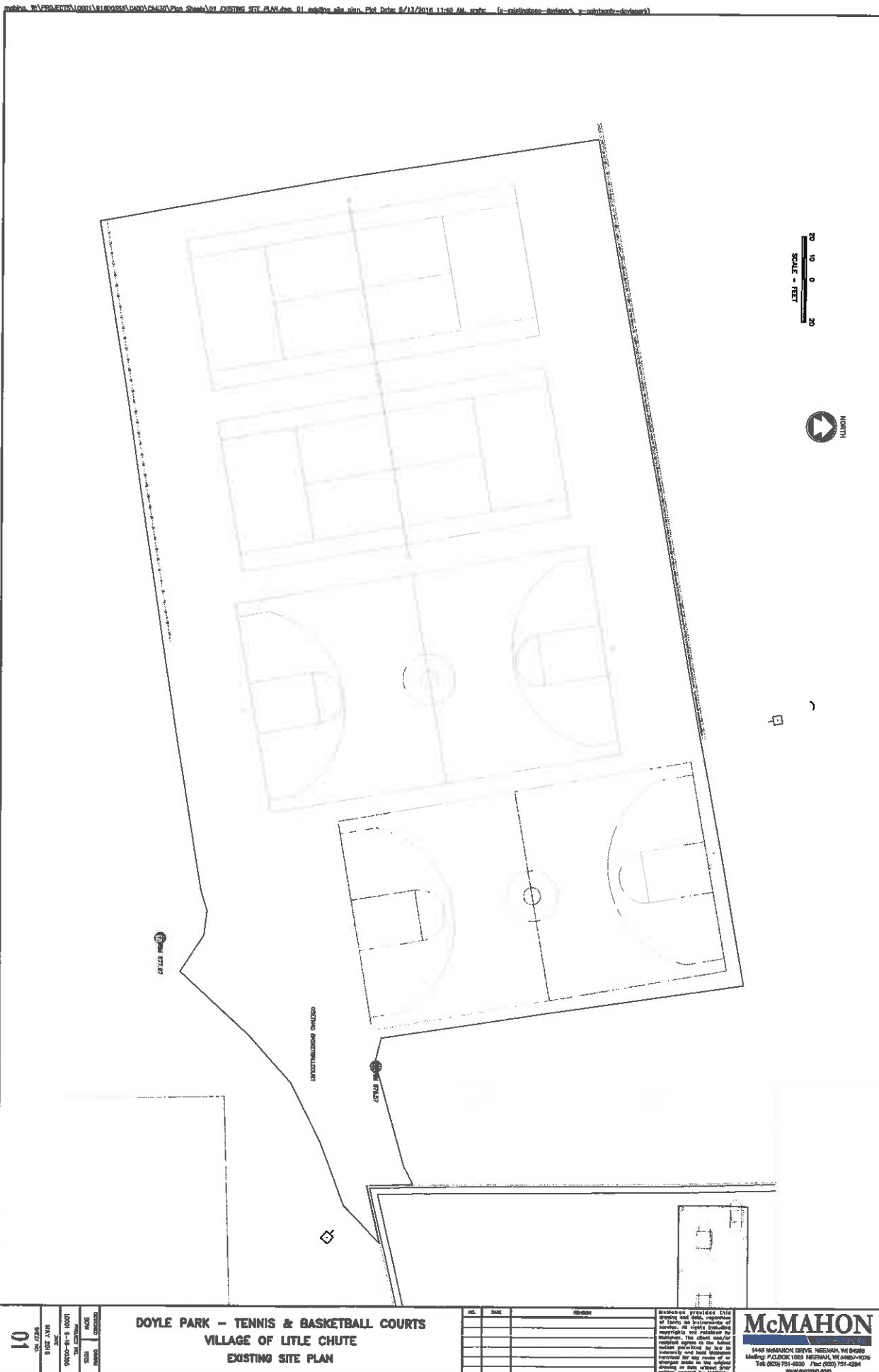
**EXPLANATION:** The reconstruction of the Doyle Park Basketball and Tennis Courts was approved in the 2016 Capital Improvement Plan at \$75,000. The amount requested and approved covers reconstructing the existing 2 basketball and 2 tennis courts and converting them into 1 basketball and 1 tennis court. The site layout that I have included has two options. The tennis courts in both options will include 10 and under blended lines. These additional lines are colored in a lighter or darker shade of the court color. These lines allow children to play on a smaller court.

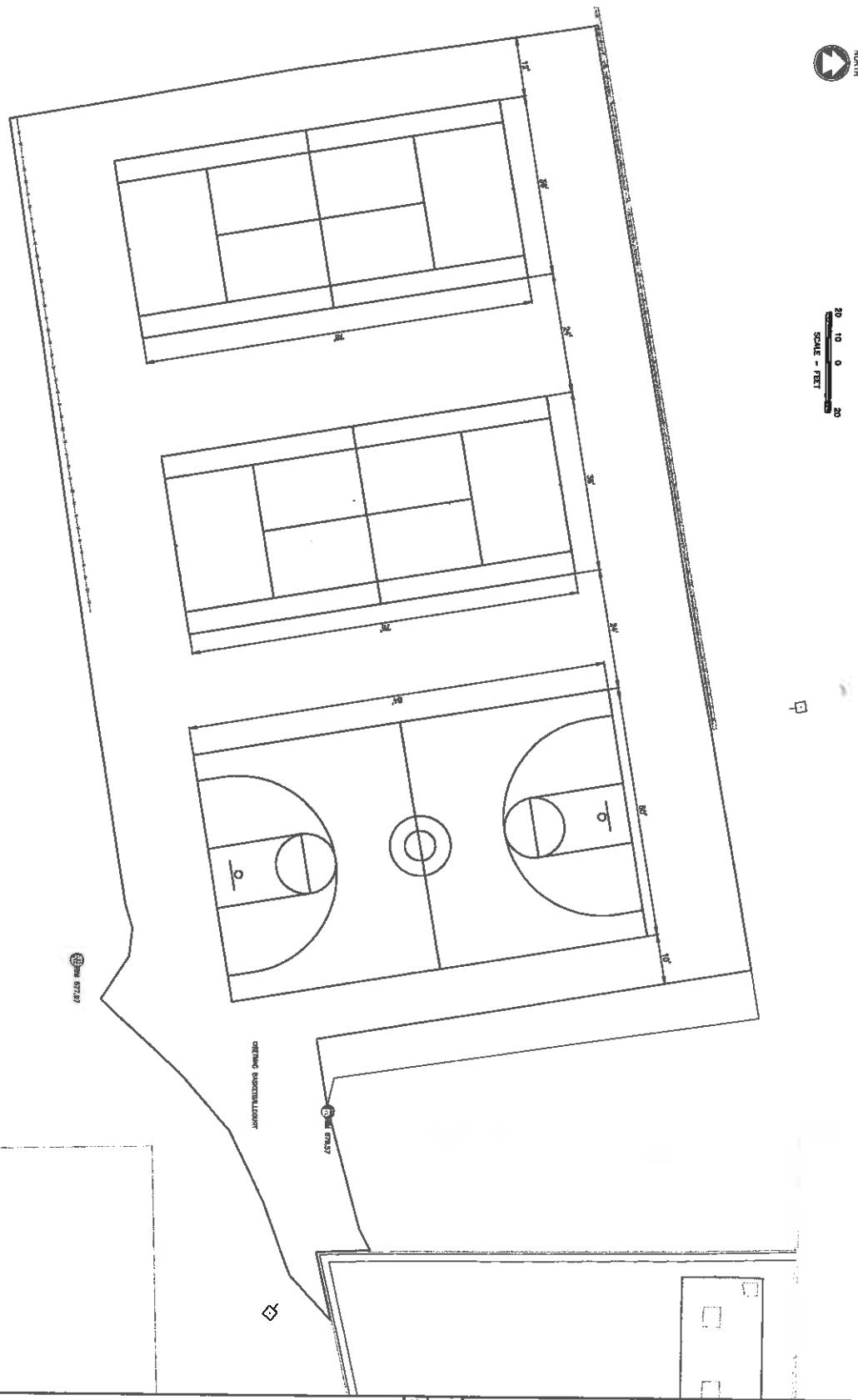
1. Reconstruct the existing courts as planned. This includes 1 basketball and 1 tennis court. The cost estimate for this option is \$72,132.00.
2. Reconstruct the existing courts with the goal of getting a United States Tennis Association Grant. If we receive this grant at the \$20,000 maximum amount, we could reconstruct 2 tennis courts and 1 basketball court. The plan is to utilize the two tennis courts next year for youth tennis programming. The cost estimate for this option is \$92,730.00.

The USTA grant process takes 3 months and the village must have a contactor chosen before we submit for our grant. The goal is to go out for bid at the end of May on this project.

**ATTACHMENTS:** Site Layout, Cost Estimates, and 10 and under tennis information.

**RECOMMENDATION:** Discussion/Approval of the Doyle Park Basketball and Tennis Court Site Layout.





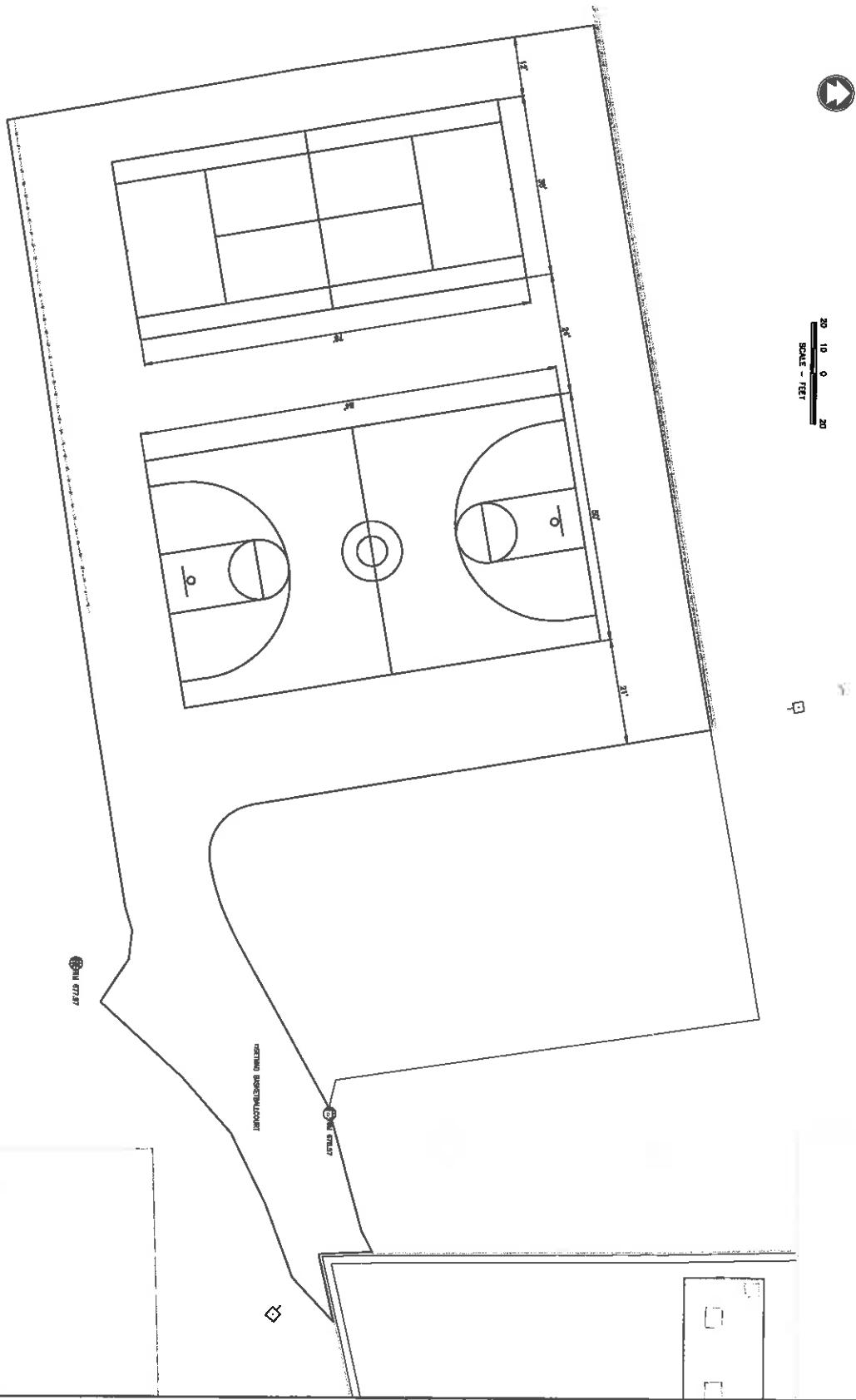
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DOYLE PARK - TENNIS & BASKETBALL COURTS  
VILLAGE OF LITTLE CHUTE  
PROPOSED LAYOUT OPTION A

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**McMAHON**



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DOYLE PARK - TENNIS & BASKETBALL COURTS  
VILLAGE OF LITTLE CHUTE  
PROPOSED LAYOUT OPTION B

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## Doyle Park Tennis & Basketball Court Rehab

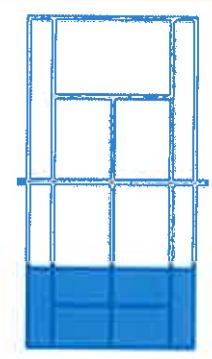
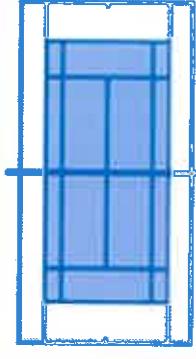
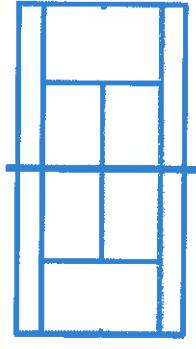
### Option A - 2 tennis and 1 basketball

Remove and Replace Nets	2	EA	\$ 4,500.00	\$ 9,000.00
Remove and Reset Basketball Standards	1	LS	\$ 1,500.00	\$ 1,500.00
Mill and Pulverise Existing Asphalt	2500	SY	\$ 3.50	\$ 8,750.00
1.75 inch asphalt binder	263	TON	\$ 100.00	\$ 26,300.00
1.25 inch asphalt surface	188	TON	\$ 110.00	\$ 20,680.00
surface coating and lines	22500	SF	\$ 0.80	\$ 18,000.00
Turf Restoration	1	LS	\$ 1,000.00	\$ 1,000.00
		Sub-Total	\$ 85,230.00	
		Engineering	\$ 7,500.00	
		Total	\$ 92,730.00	

### Option B - 1 tennis and 1 basketball

Remove and Replace Nets	1	EA	\$ 4,500.00	\$ 4,500.00
Remove and Reset Basketball Standards	1	LS	\$ 1,500.00	\$ 1,500.00
Mill and Pulverise Existing Asphalt	1860	SY	\$ 3.50	\$ 6,510.00
1.75 inch asphalt binder	200	TON	\$ 100.00	\$ 20,000.00
1.25 inch asphalt surface	143	TON	\$ 110.00	\$ 15,730.00
surface coating and lines	16740	SF	\$ 0.80	\$ 13,392.00
Turf Restoration	1	LS	\$ 3,000.00	\$ 3,000.00
		Sub-Total	\$ 64,632.00	
		Engineering	\$ 7,500.00	
		Total	\$ 72,132.00	

# USTA GUIDELINES FOR 10 AND UNDER TENNIS

STAGE	AGE	BALL	COURT SIZE	NET HEIGHT	RACQUET
RED	8 and under			36' x 18'	Up to 23"
ORANGE	9 - 10			29"	23" - 25"
GREEN	11 and up			78" x 27" singles 78" x 36" doubles	25" - 27"

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

**ITEM DESCRIPTION:** Little Chute Diamond Club Banner Agreement

**PREPARED BY:** Adam Breest, Parks, Recreation, & Forestry Director

**REPORT DATE:** May 20, 2016

**ADMINISTRATOR'S REVIEW/COMMENTS:**

No additional comments to this report:

See additional comments attached:



**EXPLANATION:** In 2010 the Village of Little Chute and the Little Chute Baseball Club, now referred to as the Little Chute Diamond Club entered into a 5 year lease agreement with 2 consecutive 5 year renewal terms. This lease stated that the Diamond Club could put up banners on the outfield fences at Doyle, Legion, and Van Lieshout Parks.

With the implementation of the Village of Little Chutes Parks, Recreation, & Forestry Departments Sponsorship Guide and after meeting with the Diamond Club several times this spring we are suggesting giving our 60-day notice and breaking off from the 2010 Lease. Instead I am proposing that we enter into an agreement with the Diamond Club for banner referrals. This agreement states that any money accumulated from ballfield banner sponsors that are referred by the Diamond Club to the Village of Little Chute be placed into a revolving account that can then be utilized for baseball field maintenance solely at Van Lieshout or Legion park. With this agreement, the Diamond Club and the Village of Little Chute will be working as a team to acquire banners sales and assist in providing the continued and necessary maintenance of the Village's baseball fields.

The banners would be purchased and placed on the fences by the Village of Little Chute utilizing the pricing structure located in the Park and Recreations Sponsorship Guide.

**ATTACHMENTS:** Little Chute Diamond Club Banner Agreement, 2010 Lease

**RECOMMENDATION:** Discussion on the Little Chute Diamond Club Banner Agreement

## **Little Chute Diamond Club Banner Agreement**

THIS LITTLE CHUTE DIAMOND CLUB BANNER AGREEMENT (this "Agreement"), is made and entered into on this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2016 (the "Effective Date"), by and between THE VILLAGE OF LITTLE CHUTE and LITTLE CHUTE DIAMOND CLUB. This agreement will be in effect unless a 60 day notice is given by either party.

**WHEREAS**, a sponsorship banner referral made by the Little Chute Diamond Club and directed to the Village of Little Chute must be located at Legion Park or Van Lieshout Park; and

**WHEREAS**, the sponsorship money received from the sponsorship banner will be placed into a revolving account that will be under the direct supervision of the Parks, Recreation, & Forestry Director; and

**WHEREAS**, the money in that account will be utilized solely for ballfield improvements at Legion Park and Van Lieshout Park; and

**WHEREAS**, the Parks, Recreation, & Forestry Director will gather input from the Diamond Club representative in regards to the ballfield improvements that are performed prior to the improvements taking place.

### **VILLAGE OF LITTLE CHUTE REPRESENTATIVE:**

By:

Adam Breest, Parks Recreation & Forestry Director

### **LITTLE CHUTE DIAMOND CLUB REPRESENTATIVE:**

By:

John Eirick, Little Chute Diamond Club President

# LEASE

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

1. **Lease.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premise described below beginning April 1, 2010.
2. **Premises.** The premises subject to this Lease includes only the outfield fences at Legion Park Ball Field No. 1 and No. 2 and the Ball Field at Van Lieshout Park. The only portion of the fences included is that portion between the outfield foul poles.
3. **Term/Termination.** The term of this Lease is five (5) years beginning the 1<sup>st</sup> day of April, 2010, with two (2) consecutive five (5) year renewal terms at the tenant's option. All terms and conditions of original lease will continue during the renewal terms. This Lease may be terminated early by the Village upon sixty (60) days advance notice. If the premises is vacated, or Tenant discontinues permitted uses described under paragraph 11 below, in either case, or a combination thereof, then this Lease shall automatically be cancelled upon which Tenant's possession shall be surrendered and all rights to possession of the premises restored to the Landlord without the necessity of any further action.
4. **Maintenance.** The Tenant is responsible for all maintenance, repair, and replacement of the leased premises and shall keep the premises in as good condition as existed at the commencement of the Lease, except for minor reductions in condition resulting from ordinary wear and tear. The Landlord reserves the right to require the Tenant to remove any/all equipment on the premises that is viewed aesthetically unpleasing. The Landlord may remove equipment on the premises if the Tenant does not remove in a timely manner.
5. **Insurance.** The Tenant is required to carry its own general liability insurance and insurance for personal property which it owns and utilizes on the premises, and shall name Landlord as an additional insured. The Tenant shall provide the Landlord with a certificate of insurance on an annual basis.
6. **Hold Harmless.** Tenant hereby agrees to hold harmless, indemnify, and defend Landlord regarding any claims, resulting from advertising uses, for property damage or personal injury resulting from occupancy or use of the leased premises. Tenant shall not cause damage to the leased premises by willful, reckless, or negligent acts or omissions by Tenant or Tenant's guests or invitees.
7. **Assignment and Subletting Prohibited.** The Lease may not be assigned in whole or in part by the Tenant. Neither all nor any portion of the premises may be sublet by the Tenant to any other person, association, or other entity except for the placement of advertising signs or banners on the fences, subject to the restrictions and limitations in paragraphs 11 and 12 below.
8. **Default.** If Tenant fails to abide by the terms of this Lease, or breaches or defaults upon its terms, and fails to cure such breach or default within thirty (30) days of notice given by Landlord to Tenant, Landlord may declare this Lease terminated upon which the Lease shall terminate and Tenant shall surrender the premises to the Landlord. Upon Lease termination Landlord is authorized to continue the sale and maintenance of all advertising banners and signage, including past, present and future contracts and full realization of revenue brought by said sales starting at the time of termination.

9. **Surrender/Possession.** Upon termination of the Lease the Tenant shall surrender possession of the premises to the Landlord peaceably and in good condition and repair.

10. **Laws and Regulations.** The Tenant shall at all times use the premises in compliance with federal, state, and local laws and regulations.

11. **Use.** The premises may be used for the hanging of advertising signage or banners. Signage or banners not allowed on the premises includes references made to alcohol and tobacco, and the words tavern, bar, pub, or still. Signs may have a maximum size of 36" x 72". Signs will be placed and removed by Tenant each year. Signs will be in place no longer than 150 calendar days. Signs will be put up in April/May and be removed by September. Signs will be placed based on approved space layout from the Little Chute Park and Recreation Director.

12. **Landlord Approval or Rejection.** Landlord reserves the right to approve or reject the content of any advertising sign or banner placed on the fences during the term of this Lease. Rejected signage and banners shall be removed by the Tenant promptly and Landlord reserves the right to perform on behalf of Tenant for purposes of removal. All such lease or license agreements with third parties for placing signage or banners on the fences may be terminated by option of the Landlord upon termination of this Lease.

13. **Material.** See Exhibit "A" attached to the lease as a sample of the material to be used for the sign base. No solid surface material is allowed, e.g. wood, plastic, metal, etc.

14. **Exclusivity.** The Tenant may be allowed use of other fields owned by the Village pending Board Approval. Upon approval, an amendment shall be made to Premises subject to this lease.

15. **Financial Agreement.** The Tenant agrees to set aside and pay 25% of the annual net revenue from advertisers placing signs or banners on the fences into a fund held by the Village of Little Chute for improvements to parks in which the revenue was generated from and/or equipment mutually discussed upon by both the Village and Tenant, to be applied ultimately in the discretion of the Village. Proceeds due to the Landlord shall be paid by the Tenant on or before October 1<sup>st</sup> of each year. The Tenant may request at any time to review the fund balance and the Village of Little Chute agrees to provide such information within a timely manner, not to exceed seven (7) days. The Tenant will provide the Village with an annual report of net revenue and expenses from signage and banner sales.

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

17. **Persons Bound.** This agreement is binding on the parties hereto and their respective and authorized successors and assigns, if any.

Dated this \_\_\_\_\_ day of February, 2010

VILLAGE OF LITTLE CHUTE, Landlord

BY: \_\_\_\_\_

Tom Flick, Director of Parks & Recreation

LITTLE CHUTE BASEBALL CLUB, INC., Tenant

BY: \_\_\_\_\_

Tom Myers, President