

Village of

Little Chute

AGENDA

LITTLE CHUTE VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING

PLACE: Little Chute Village Hall
DATE: Wednesday, September 14, 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 Regular Board Meeting of September 7, 2016
2. Operator License Approvals:

Peterson, Edward	Dwyer's	Kaukauna
Heckert, Eliese	Moasis	Kaukauna
Battle, Tamara	Moasis	Little Chute
Murphy, Victoria	M & M's	Appleton
3. Discussion/Action—Little Chute/Kaukauna Boardwalk
4. Action—Approve Special Event Permit for LC Homecoming Parade for October 14, 2016
5. Discussion/Action—USTA Grant
6. Action—Award Bid for 2016 Storm Sewer Construction for Elm Drive, Bohn Drive and Legion Park
7. Discussion—2016 Heesakker Park Deer Culling
8. Unfinished Business
9. Items for Future Agenda
10. 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. *Development Agreement Negotiations*
11. Return to Open Session

12. 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.
Prepared: September 9, 2016

MINUTES OF THE REGULAR BOARD MEETING OF SEPTEMBER 7, 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
David Peterson, Trustee
Skip Smith, Trustee
James Hietpas, Trustee
Bill Peerenboom, Trustee

Roll call of Officers and Department Heads

PRESENT: James Fenlon, Village Administrator
Jim Moes, Community Development Director
Adam Breest, Director of Parks, Recreation and Forestry
Laurie Decker, Village Clerk
Charles Koehler, Village Attorney
Teri Matheny, Finance Director
Jeff Elrick, Public Works Director
John Foss, Administrative Intern
Lieutenant Steeber, Fox Valley Metro Police Department
Nick Vande Hey, McMahon & Assoc.
Tom Driscoll, Scannell Properties
Tim Elam, Scannell Properties
Manny Vasquez, Fox Cities Regional Partnership
Interested Citizens

EXCUSED: Erik Misselt, Fox Valley Metro Police Department Police Chief
Angela Schneider, Acting Library Director

Public Appearance for Items Not on the Agenda

None

Other Informational Items

August Fire and FVMPD Monthly Reports

Approval of Minutes

Minutes of the Committee of the Whole Meeting of August 31, 2016

Moved by Trustee Smith, seconded by Trustee Peterson to Approve the Minutes of the Committee of the Whole Meeting of August 31, 2016

Ayes 7, Nays 0 – Motion Carried

Public Hearing—Zoning Change Request for Griffin Company

Withdrawn

Public Hearing—Zoning Change Request for Van Asten

Moved by Trustee Elrick, seconded by Trustee Van Lankvelt to Enter into Public Hearing

Ayes 7, Nays 0 – Motion Carried

Administrator Fenlon stated that this is a time to discuss zoning change requests for the Van Asten parcel. There is a request to change the zoning to industrial. Nick Vande Hey with McMahon & Assoc. went over

the site layout of the building, parking area and landscaping of a potential future project. Jean Van Handel at 1974 Cty Rd N stated she did not receive a letter notifying her about this meeting. Director Moes stated that only Village residents are legally required to receive a letter, however, it was also posted in the newspaper. John Verbeten, whose mother owns the house closest to the property, is concerned about noise and ammonia from the cooling system. Jesse Van Roy at W2232 Hickory Dr. stated that she is concerned about the animals, kids and elderly if there is an ammonia leak. It was noted that there are safety measures in place when using an ammonia cooling system. Theresa Verbeten, whose mother-in-law owns the house closest to the property, questioned why this building isn't going into the Industrial Park. It was noted that there is not a parcel large enough to fit this building in the Industrial Park and that other locations were considered. Jim Flemming wants liberty and justice for all. Mr. Peterson at 206 Karen Dr. doesn't feel that the drawings represent the true landscape. Nick Vande Hey went back over it for clarification. Vicky Verbeten, whose mother-in-law owns the house closest to the property, would like developer to continue to look at other sites.

Moved by Trustee Elrick, seconded by Trustee Smith to Exit out of Public Hearing

Ayes 7, Nays 0 – Motion Carried

Possible Action—Adopt Zoning Change Ordinance for Griffin Company
Withdrawn

Possible Action—Adopt Zoning Change Ordinance for Van Asten

Trustee Elrick questioned where the actual refrigerator equipment will be located. It will be on the ground not the roof. Trustee Smith wonders if the refrigerator units can be enclosed and he also stated that the village is looking to the future and to not impact the community negatively. Trustee Peterson feels the berm should be higher and more time given to make a decision. Trustee Perenboom noted that this is too good of an opportunity and it is worth working with the developer because a different business could buy the property and do the minimum requirements. President Vanden Berg noted that I-41 probably had a big impact on this project and developers will be attracted to this property. This project is a high value warehouse that will create jobs and there will be spin off benefits. The only negative is the trucks, but that is part of being on I-41 which is a major transportation corridor. The developer has been easy to work with and is trying to keep the community in mind through the process. Trustee Elrick noted that he grew up in Little Chute near the railroad tracks and businesses and feels this project should be supported. Residents addressed concerns about: light pollution, noise and the affects it will have on the cows for milking, the timing of when they heard about this project, and timing to make this decision,

Moved by Trustee Elrick, seconded by Trustee Van Lankvelt to Approve Ordinance No. 7, Series 2016 Leroy Van Asten Rezoning

Ayes 5, Nays 2(Peterson, Hietpas) – Motion Carried

Presentation—VP Manny Vasquez with Fox Cities Regional Partnership

Manny Vasquez talked about three main programs that the Fox Cities Regional Partnership is involved with. The programs are business attraction, business retention and expansion and talent in the workforce. He talked about the importance of collaborating with our neighbors to the north and south. Marketing of the I-41 corridor is a big item for this year. He talked about Talent Upload which is a 2 ½ day tour for regional college students. There are hopes to expand this to technical college students in the future. Mr. Vasquez invited everyone to the upcoming public meeting that is coming soon with site selectors.

Discussion—Creekview Bid Approval

Director Breest stated that the bids came in higher than expected with the lowest at \$82,222 and the budget is \$45,000-\$55,000. Director Breest and the Village Engineer are meeting with Rettler Corporation to narrow down the scope of the project. Director Breest is looking into doing things smaller, having some work done in house and then going back out to bid.

Action—Heesakker Kayak Launch Mitigation Letter

Director Breest stated that the State Historical Society has approved the design of the proposed Hessakker ADA Canoe/Kayak Launch dependent upon a mitigation plan for the site. The three items that would

provide for mitigation are to have a lime-stone path, have before and after picture taken for photographic documentation and place an information kiosk on the pathway with historical information.

Moved by Trustee Elrick, seconded by Trustee Smith to Approve the Heesakker ADA Kayak Launch Mitigation Plan

Ayes 7, Nays 0 – Motion Carried

Discussion/Possible Action—Fox Cities Hotel Tax Commission Bylaws

Director Matheny stated that the village is a member of the Fox Cities Area Room Tax Commission and has one seat. There is a request that each seat pay \$300 annually until the accumulate funds reach \$20,000. Also there is a request to fund the legal review of the draft Bylaws.

Moved by Trustee Peerenboom, seconded by Trustee Smith to Authorize the Payment of \$300 for One Seat on the Fox Cities Area room Tax Commission and to Recommend to the Commission that the Bylaws be Reviewed by Herrling Clark.

Department and Officers Progress Reports

Departments and Officers provided progress reports to the Board.

Disbursement List

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

Ayes 7, Nays 0 – Motion Carried

Call for Unfinished Business

None

Items for Future Agendas

None

Closed Session

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. *Negotiations*

Moved by Trustee Peterson, seconded by Trustee Smith to enter into Closed Session at 8:09 p.m.

Ayes 7, Nays 0 – Motion Carried

Return to Open Session

Moved by Trustee Elrick, seconded by Trustee Peterson to Return to Open Session at 8:23 p.m.

Ayes 7, Nays 0 – Motion Carried

Adjournment

Moved by Trustee Elrick, seconded by Trustee Peterson to Adjourn the Regular Board Meeting at 8:23 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: Little Chute/Kaukauna Boardwalk

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

REPORT DATE: September 9, 2016

ADMINISTRATOR'S REVIEW/COMMENTS:

No additional comments to this report: JP

See additional comments attached: _____

EXPLANATION: In the 2017 draft CIP the Little Chute/Kaukauna Boardwalk is proposed for 2019. The exact amount and the feasibility of the bridge itself is yet to be determined. In July the Village of Little Chute and City of Kaukauna sent out a joint request for proposal for the boardwalk.

The 1st primary purpose of this project is to determine the potential cost of building the boardwalk connecting the Little Chute Heritage Parkway trail system and the Kaukauna trail system. The 2nd primary purpose of this project is to identify the feasibility of this project. This includes potential partners, grants, bridge design, permitting potential, and environmental impacts.

After meeting with Robert Jakel with the City of Kaukauna Planning and Community Development Department, we decided to select Graef to perform these services. By moving forward with this project now, we expect to have more information on this project and its cost estimates by the summer of 2017.

The total amount of the proposal is \$18,200 and a reimbursable estimate of \$300. The City of Kaukauna and Village of Little Chute would split the cost 50/50. The Village of Little Chutes amount will be \$9,250.

ATTACHMENTS: Proposal from Graef for professional services

RECOMMENDATION: Discussion/Approval of the proposal for professional services from Graef

1150 Springhurst Drive, Suite 201
Green Bay, WI 54304-5950
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com



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August 22, 2016

Mr. Robert L. Jakel, AICP
Director of Planning and Community Development
City of Kaukauna
201 W. Second Street
P.O. Box 890
Kaukauna, WI 54130-0890

**Subject: Feasibility and Cost Analysis
Combined Locks Boardwalk**

Dear Mr. Jakel:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services to City of Kaukauna and Village of Little Chute (Sponsoring Communities), hereinafter referred to as the Client. An executed copy of this proposal will become our Agreement.

This proposal is for professional services for the completion of a Feasibility and Cost Analysis for the proposed Combined Locks Boardwalk (Project). This proposal is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project is for a feasibility study and cost analysis for the construction of a pedestrian boardwalk across the Fox River connecting the Little Chute Trail system with the Kaukauna trail system. The project length is anticipated to be approximately 1250 linear feet.

For this Project, GRAEF proposes to provide the following Basic Services:

- Per attached copy of Request for Proposals, Section V Scope of Services (Exhibit A)

GRAEF will endeavor to perform the proposed Basic Services per the following schedule:

- Per attached copy of Request for Proposals, Section VI Schedule (Exhibit A)

For this Project, it is our understanding Client will provide the following services, items and/or information:

- Identification of a lead community/project representative.
- Coordination/scheduling of public meetings
- Provide existing project documentation



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For all Basic Services, Client agrees to compensate GRAEF as follows:

- Per attached copy of Section 5 Professional Fee (Exhibit B).

For all Additional Services, Client agrees to compensate GRAEF as follows:

- Additional services are not anticipated at this time. In the event that additional services are requested, GRAEF will negotiate scope and additional compensation with the Client.

To accept this proposal, please sign and date both of the enclosed copies and return one to us. Upon receipt of an executed copy, GRAEF will commence work on the Project.

Graef-USA Inc. looks forward to providing services to City of Kaukauna and Village of Little Chute.

Sincerely,

Graef-USA Inc.

Accepted by: Sponsoring Communities

Patrick J. Skalecki, P.E., LEED AP
Principal

(Signature)

Michael J. Lefebvre, P.E.
Vice President

(Name Printed)

(Title)

Date: _____

(Signature)

(Name Printed)

(Title)

Date: _____



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on August 22, 2016 (Agreement) by and between Graef-USA Inc. (GRAEF) and City of Kaukauna and Village of Little Chute (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability: Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement. In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, provided that the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.

Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)



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Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Contractor Submittal: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.

Exhibit "A"

REQUEST FOR PROPOSALS

Combined Locks Board Walk

Feasibility and Cost Analysis for an Approximate 1,250 Foot River Crossing/Boardwalk

Sponsored by the communities of Kaukauna and Little Chute, Outagamie County, Wisconsin, hereafter, Communities.

Communities are issuing a Request for Proposals (RFP) for feasibility and cost analysis for a river crossing/boardwalk.

Sealed Proposals - Consultant will deliver two copies of the proposal to the following address:

Little Chute Village Hall
Attention: Adam Breest, Park, Recreation and Forestry Director
108 West Main Street
Little Chute, WI 54140

Proposal Deadline - Deadline to submit a proposal is 3:00 p.m. on Friday, July 29, 2016. Envelope should be clearly marked "RFP Boardwalk".

Questions - Questions on this proposal shall be through email only and addressed to both Bob Jakel at planning@kaukauna-wi.org and Adam Breest at adam@littlechutewi.org.

I. Purpose

The Communities are soliciting proposals for a feasibility study and cost analysis for the construction of a walking trail across the Fox River connecting the Little Chute trail system with the Kaukauna trail system. Per the attached map, the consultant will include alternatives for the optimal design features and the most economical location of the river crossing.

II. Background Information

In 2015, the City of Kaukauna acquired approximately one mile of river frontage that includes the former rail bed of the Wisconsin Central Railroad. The City intends to create a trail system connecting downtown Kaukauna and the Konkapot Trail to Outagamie County's "CE" Trail network. In advance of this, the Village of Little Chute completed an extensive trail network along the river and the Combined Locks navigation canal. This network of trails connects Heesakker Park with downtown Little Chute and potentially beyond to Kimberly and Appleton. The proposed board walk and river crossing will create an extended use of these two river front trail systems.

Exhibit "A"

1. Identify stake holders in the project beyond the Village of Little Chute and the City of Kaukauna. This would include but not be limited to other units of government, organized groups/clubs, businesses and individuals.
2. Engage the stakeholders in three (3) public meetings to determine practical uses such as pedestrian, bicycle, fishing, nature viewing and the like. At least one of the three meetings must be held after conceptual designs have been identified in Item 5 below.
3. Review the site of the crossing for structural capability, cost effectiveness of crossing, potential environmental impact, required clearance above the high water mark, and ADA accessibility. Provide alternative locations if practical.
4. Advise as to required reports, impact statements, applications or other documentation that would be needed as part of the permitting process. This would include a complete list of all entities and agencies requiring permits for the stream/river crossing, bridge construction, river bank improvements, and all construction related to bridging and associated approaches to the bridge.
5. Provide conceptual design alternatives that identify, to the greatest extent possible, the following characteristics:
 - a. Bridge types such as suspension, beam or truss, or a combination of styles.
 - b. Bridge materials and lighting schemes.
 - c. Anticipated serviceable life of bridge.
 - d. Projected annual maintenance costs of alternatives.
 - e. Recommended deck widths.
 - f. Recommended amenities such as bump-outs or nodes – if any.
6. Provide cost estimates for the various conceptual designs being all inclusive of permitting, design, construction, inspection and signage.
7. Consultant will identify potential funding sources for grants, low interest loans, or other financial tools that have been used in similar projects throughout the State or used by the Consultant on other projects.
8. Consultant may – if reasonably practical - provide an estimate of the number of potential users of the bridge as long as the estimates are based on known like uses.

The criteria above are not intended to provide an all-inclusive scope of services. The applicant or other parties may add, delete, or amend the scope. A final agreed-upon scope of services will be presented in the contractual agreement.

Exhibit "A"

The Combined Lock Board Walk

- New Construction for Walking, Fishing,Viewing**
 - Unique design opportunities (clean slate)
 - Approximately 1,250 feet long
- Interacts with Regional Trail System for the Fox Cities**
 - Direct connection with the Konkapot Trail and the Outagamie County "CE" Trail
 - Eventual connection to Cedars in Kimberly and loop back to the "CE Trail"
- Provides interaction with Fox River for Viewing of the Lock**
 - Allows small boats to travel under the Board Walk
 - River is shallow with strong current and transitioning
- Connects Downtown Little Chute with Downtown Kaukauna**

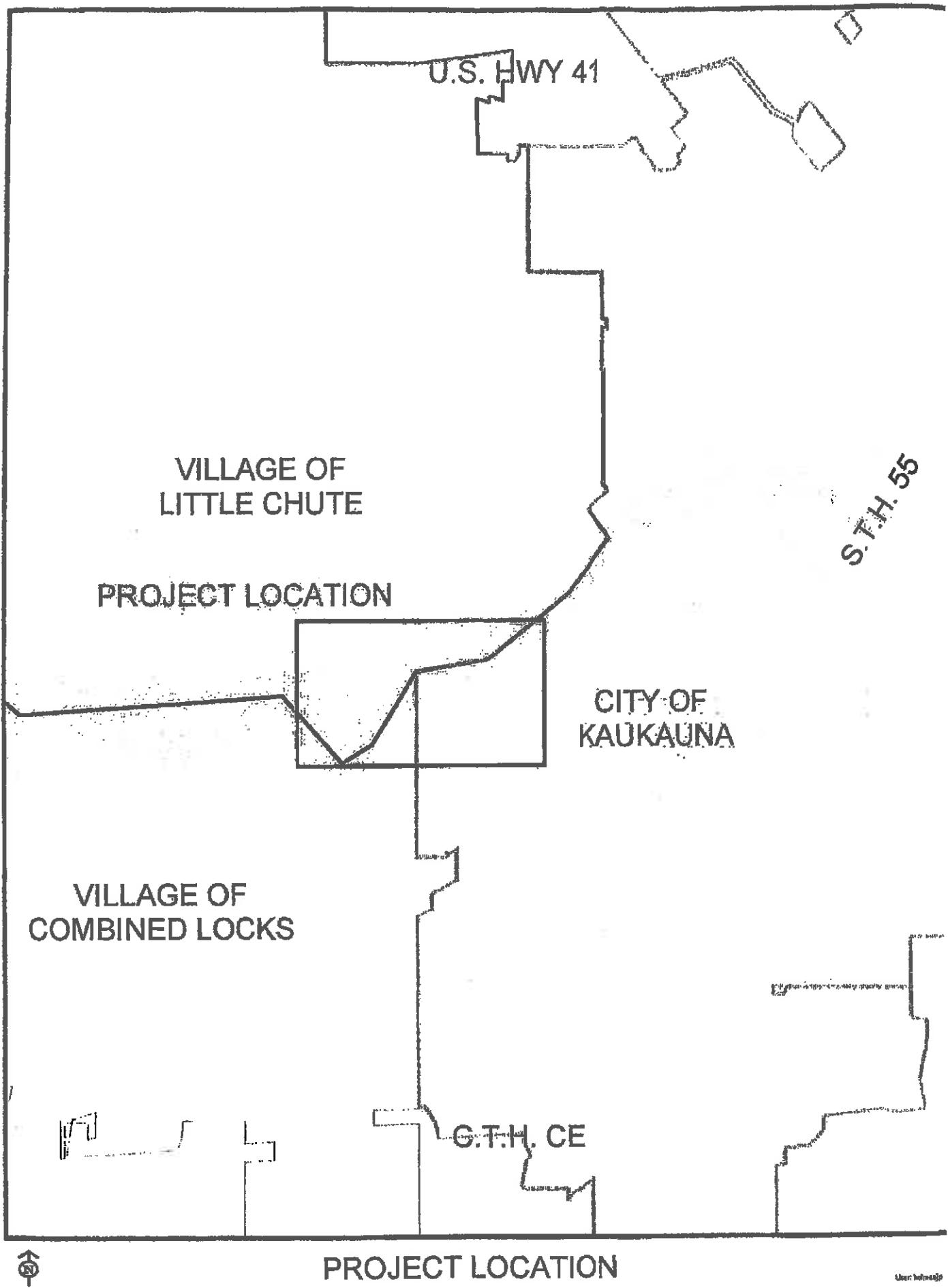


Exhibit "B"

1150 Springhurst Drive, Suite 201
Green Bay, WI 54304-5950
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com



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July 29, 2016

Adam Breest
Park, Recreation and Forestry Director
Village of Little Chute
108 West Main Street
Little Chute, WI 54140

**SUBJECT: Combined Locks Board Walk
Feasibility and Cost Estimate**

Dear Adam:

We have reviewed the Request for Proposals for the Combined Locks Board Walk and have prepared the attached Professional Services Proposal. If selected for this project, our resources and experience with boardwalk projects, grant/funding knowledge and success, and our on-going familiarity with the project site will be assets to the sponsor communities.

We have successfully completed similar projects for other clients by providing a full range of services and capabilities in-house including: project planning & design, support services for project financing (private and public), public involvement, regulatory approvals, graphic capabilities (i.e. visual renderings), cost estimates, and construction support.

Some of the key project benefits that you will gain through the selection of GRAEF will include:

- ✓ **A level of comfort and confidence working with GRAEF because we have over 50 years of working with many Wisconsin municipalities and, specifically, because of the on-going familiarity and working relationship between our organization and the sponsoring communities.**
- ✓ **Your technical concerns relating to the conceptual designs will be addressed by our experienced in-house engineering and recreation planning staff resources.**
- ✓ **Project understanding and support will be achieved from the various public stakeholders because of our emphasis on listening and the photorealistic renderings created by our graphics staff.**
- ✓ **Your project, when completed, will be recognized as an award winning project through application assistance by our pro-active award submittal staff.**
- ✓ **Your project financing concerns, public and private, will be addressed through our grant/funding knowledge and success.**
- ✓ **Our focus on sustainability will help reduce long-term operation and maintenance costs.**

We appreciate this opportunity to submit our proposal and, if selected, look forward to working with you and the sponsor communities on the project.

Sincerely,
Graef-USA Inc.

Patrick J. Skalecki, P.E., C.D.T., LEED AP
Project Manager/Principal

Professional Fee

Professional Services

The GRAEF team has carefully considered the scope of services, the known information provided by the Village, and the general components of the project, and we have developed a Lump Sum Fee for the project. This Fee is based on the Scope of Services as written in the Request for Proposals. We propose to complete the Basic Services for the Lump Sum Fee noted below. We have also included an hourly rate sheet for any potential additional services.

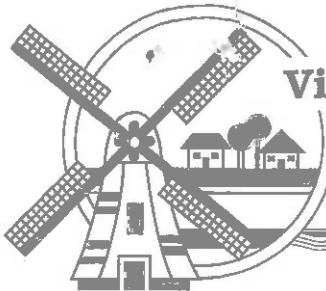
Site/Environmental/Project Management:	\$ 8,000.00
Structural Engineering:	\$ 4,800.00
Public Involvement:	\$ 5,400.00
Total Lump Sum Fee:	\$18,200.00 L.S.

Reimbursables (primarily travel expenses) are not included in the above noted Lump Sum Fee. We estimate reimbursables at \$300.00

Hourly Fee Schedule for Professional Services

Project Manager	\$165
Civil Design Engineer	\$110
Landscape Architect/Planner	\$145
Senior Structural Engineer	\$150
Structural Design Engineer	\$105
GIS/Rendering Specialist	\$ 95
Grant Specialist	\$120

Automobile travel will be billed at the current federal rate of 54 cents per mile.
Survey trucks and vans will be billed at 75 cents per mile.
Expenses such as travel and printing will be billed at actual cost.
Contracted services and consultants will be billed at cost.



Village of

Little Chute

SPECIAL EVENT PERMIT

Homecoming Parade

Oct 14, 2016

Little Chute High School

Event Name

Event Date(s)

Event Sponsor

THIS AGREEMENT is intended to clarify the working relationship between the **Sponsor** of the special event and the **Village of Little Chute**. The **Sponsor** agrees to abide by the terms of this agreement, and all existing policies governing use of Village Facilities unless specifically noted in the AGREEMENT. All Village Departments involved in the event as well as the Village Board must approve this agreement.

PARK FACILITIES must be reserved by the **Sponsor** through the **Parks & Recreation Dept.** Payment is due at that time.

Use of **VILLAGE STREETS** for events such as festivals, parades, sales, walks and runs must be approved by the **Public Works Department** and/or **Police Department**. If the route or grounds extends beyond the Village of Little Chute limits, the **Sponsor** must contact authorities in those jurisdictions for approval. If the event requires street closures or re-routing of traffic, the **Sponsor** may be required to mail a notice to affected residences and businesses **PRIOR** to the Village Board meeting.

STAFF needed to run the event are the responsibility of the **Sponsor**, except where the **Village** determines that **Village personnel** are required. When the **Village** incurs additional expense, due to personnel working overtime, regular hours, setting up, or cleaning up, the cost (including fringes) will be charged to the **Sponsor**. Non-profit organizations may receive 50% cost support from the **Village**.

EQUIPMENT needed to run the event will be the responsibility of the **Sponsor**, except when **Village** equipment such as traffic barricades or cones are needed, then the **Public Works Department** and/or **Police Department** will determine use. The cost to repair or replace lost or damaged equipment will be charged to the **Sponsor**.

A **CERTIFICATE OF INSURANCE** covering the event must be provided by the **Sponsor** upon approval, naming the Village of Little Chute as an additional insured for \$1,000,000.00. All insurance requirements as stated must be followed.

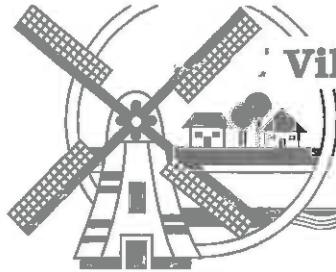
An **INVOICE** detailing charges for **Village** services will be sent to the **Sponsor** following the event. Payment is due within 30 days of the date of the invoice.

NO CHANGES may be made by the **sponsor**, regarding items included in this **AGREEMENT**, unless written permission is attached to this document. Requests will be reviewed with direction given. When questions regarding this **AGREEMENT** arise, they should be directed to the appropriate **Department**. If questions arise during the event, and the **Department** representative is unavailable, the decision of **Village Staff** on duty shall prevail.

SPONSORS of special events must comply with all applicable **Village** ordinances, traffic rules, park rules, state health laws, fire codes, and liquor licensing regulations. Violations of these provisions will likely result in automatic denial of future requests for Special Event permits by the **Sponsor**.

The **Village President**, or designee, may cancel an event without prior notice for any condition affecting the public health or safety of the **Village**, or any condition that would place facilities, grounds, or other natural resources at risk of damage or destruction if the event were permitted to take place.

Anna Maass	August 18, 2016	
SPONSOR REPRESENTATIVE - PRINT 1402 Freedom Road	SIGNATURE Little Chute, WI 54140	DATE
ADDRESS 920-788-7618	920-470-3816	
WORK PHONE	CELL PHONE	HOME PHONE
Approved By Village Board		
VILLAGE REPRESENTATIVE - PRINT	SIGNATURE	DATE



Village of

Little Chute

SPECIAL EVENT PERMIT

PARKS & RECREATION

FACILITIES:	N/A
EQUIPMENT:	N/A
STAFF:	N/A

PUBLIC WORKS/ TRAFFIC

STREETS:	N/A
EQUIPMENT:	N/A
STAFF:	N/A

POLICE

EQUIPMENT:	
STAFF:	4:30 pm Traffic Control needed - We will go north on Freedom, east on Florida, north on Kelly, east on Elm, south on Ceil, east on Carole, south on Penny, east on Florida, south on Taylor, west on Meulemans and end in the MS parking lot.

VENDING INFORMATION

SPONSOR ADDITIONAL RESPONSIBILITIES

VILLAGE COST ESTIMATES

NOTE: These are estimates. If the Village incurs additional costs as a result of providing services necessary for the above listed activity, the Sponsor will be required to cover those costs.

Facility Rental:	=	\$
Park Labor:	=	\$
Public Works Labor:	=	\$
Police Labor:	=	\$
Other Charges:	=	\$

Village of Little Chute
REQUEST FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: Doyle Park Basketball and Tennis Court USTA Grant and Bid Approval

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

REPORT DATE: September 9, 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 Village received bids on Friday, June 24. The bids included an alternate bid with 1 basketball and 1 tennis court and a base bid that included 2 tennis courts and 1 basketball court. The base bid will only be possible with a USTA grant. The two bids are located below. We have until September 22nd to award the project.

MCC INC

Base Bid - \$85,253.62

Alternate Bid - \$71,403.17

NORTHEAST ASPHALT INC.

Base Bid - \$96,100.00

Alternate Bid - \$73,850.00

On Tuesday, September 13 the USTA board will be deciding if the Village of Little Chute receives a grant and if so what amount we are awarded. I will try to inform the board Tuesday night or Wednesday morning by email as to what the results of the USTA grant is.

ATTACHMENTS: Bid Tabulation

RECOMMENDATION: Discussion/Approval of MCC Inc's bid for the Doyle Park Tennis and Basketball Court Reconstruction Project.

BID TABULATION

Owner:	VILLAGE OF LITTLE CHUTE
Project Name:	Doyle Park Tennis Courts & Basketball Court Reconstruction
Contract No.	L0001-9-16-00355
Bid Date:	June 24, 2016
Bid Time:	10:00 a.m., local time
Project Manager:	Brad Werner, P.E.

Engineer: **McMAHON**
1445 McMahon Drive
P.O. Box 1025
Neenah, WI 54956 / 54957-1025

MCC, INC.
2600 N. Roemer Road
P.O. Box 1137
Appleton, WI 54912-1137

NORTHEAST ASPHALT, INC.
W6380 Design Drive
Greenville, WI 54942

BASE BID

Item	Qty	Unit	Description
1.	1	L.S.	Remove Existing Tennis Net Standards, Foundations and Backfill with Digable Slurry
2.	1	L.S.	Remove, Modify and Reinstall Existing Fence Fabric
3.	20	L.F.	8 Foot High Chain Link Fencing
4.	1	L.S.	Mill and Pulverize Existing Asphalt/Base ($\pm 2,763$ S.Y.)
5.	1	L.S.	Fine Grade and Compact Base Course ($\pm 2,644$ S.Y.)
6.	1	L.S.	12.5 mm E0.3 Asphalt Binder ($\pm 2,644$ S.Y.)
7.	1	L.S.	9.5 mm E.3 Asphalt Surface ($\pm 2,644$ S.Y.)
8.	1	L.S.	Tennis Court Surface System (Single Color $\pm 1,587$ S.Y.)
9.	2	Ea.	Tennis Court Nets and Standards
10.	1	L.S.	Remove Existing Basketball Standards, Foundations and Backfill with Digable Slurry
11.	2	Ea.	Install Salvaged Basketball Standard with New Hinged Ground Anchor and Base
12.	1	Ea.	Basketball Court Surface System (Single Color ± 960 S.Y.)
13.	1	L.S.	Filling and Turf Restoration
14.	20	Ton	1-1/4 Inch Base Aggregate Dense

TOTAL (Items 1 through 14, Inclusive)

Unit Price	Total	Unit Price	Total
\$565.58	\$565.58	\$1,400.00	\$1,400.00
\$1,300.00	\$1,300.00	\$1,650.00	\$1,650.00
\$45.25	\$905.00	\$54.50	\$1,090.00
\$3,809.66	\$3,809.66	\$2,500.00	\$2,500.00
\$9,062.84	\$9,062.84	\$7,500.00	\$7,500.00
\$20,313.24	\$20,313.24	\$22,500.00	\$22,500.00
\$15,180.62	\$15,180.62	\$16,240.00	\$16,240.00
\$14,695.00	\$14,695.00	\$18,500.00	\$18,500.00
\$4,515.00	\$3,030.00	\$2,100.00	\$4,200.00
\$521.58	\$521.58	\$1,500.00	\$1,500.00
\$845.00	\$1,690.00	\$1,100.00	\$2,200.00
\$8,440.00	\$8,440.00	\$12,000.00	\$12,000.00
\$5,162.90	\$5,162.90	\$4,250.00	\$4,250.00
\$28.86	\$577.20	\$28.50	\$570.00
	\$85,253.62		\$96,100.00

ALTERNATE BID A - One (1) Tennis Court | One (1) Basketball Court

Item	Qty	Unit	Description
3A	40	L.F.	8 Foot High Chain Link Fencing
5A	1	L.S.	Fine Grade and Compact Base Course ($\pm 2,644$ S.Y.)
6A	1	L.S.	12.5 mm E0.3 Asphalt Binder ($\pm 2,072$ S.Y.)
7A	1	L.S.	9.5 mm E.3 Asphalt Surface ($\pm 2,072$ S.Y.)
8A	1	L.S.	Tennis Court Surface System (Single Color ± 873 S.Y.)
9A	1	Ea.	Tennis Court Nets and Standards
13A	1	L.S.	Basketball Court Surface System (Single Color $\pm 1,027$ S.Y.)
14A	1	L.S.	Filling and Turf Restoration

TOTAL ALTERNATE BID A

Unit Price	Total	Unit Price	Total
\$37.15	\$1,486.00	\$47.50	\$1,900.00
\$8,312.76	\$8,312.76	\$7,500.00	\$7,500.00
\$15,982.90	\$15,982.90	\$16,500.00	\$16,500.00
\$11,943.75	\$11,943.75	\$14,000.00	\$14,000.00
\$8,460.00	\$8,460.00	\$10,100.00	\$10,100.00
\$1,988.00	\$1,988.00	\$2,450.00	\$2,450.00
\$8,935.00	\$8,935.00	\$12,000.00	\$12,000.00
\$14,294.76	\$14,294.76	\$9,400.00	\$9,400.00
	\$71,403.17		\$73,850.00

Bid Security

5% Bid Bond

5% Bid Bond

Village of Little Chute
REQUEST FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: 2016 Heesakker Park Deer Culling

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

REPORT DATE: September 9, 2016

ADMINISTRATOR'S REVIEW/COMMENTS:

No additional comments to this report: *AB*

See additional comments attached: _____

EXPLANATION: In 2015 the Village of Little Chute elected to not participate in the deer culling at Heesakker Park. In 2016 the Parks, Recreation, & Forestry Department is revisiting the possibility of conducting a deer culling.

We have received 2 requests thus far from potential hunters for the deer culling.

Dates: Monday, December 5, 2016 – Sunday, December 18, 2016

Locations: Heesakker and the eastern portion of Island Park

Amount of Does or Bucks Harvested

2014 – 6

2013 – 5

2012 – 4

2011 - 8

ATTACHMENTS: 2014 Little Chute Policies and Regulations

RECOMMENDATION: Discussion

LITTLE CHUTE AUTHORIZED DEER CULLING

The Village of Little Chute through the Village Board have determined that bow hunting will be authorized within Heesakker Park and on Electric Island (*see map on back*) to remove deer. The authorized deer culling will be for antlerless deer & antlered deer. This year's culling will be from Monday, December 1, to Sunday, December 14, 2014.

APPLICATION

Deer Culling Application Packets (*contains application, shooting proficiency test, and other info*) can be downloaded from the village website at www.littlechutewi.org/parks or can be picked up from the Little Chute Parks & Recreation Dept located at 1940 Buchanan Street in Little Chute. Office hours are weekdays from 8:00 a.m. to 4:30 p.m. To be placed in the lottery draw to participate in the 2014 Deer Culling, you need to pick up, fill out, and return (*in person*) the Application, Shooting Proficiency Test (*if you passed test in 2013 or 2012 you do not need to retest this year*), and other required information **by Wednesday, October 15, 2014**. Information will only be accepted in-person; no faxes permitted. Questions regarding the deer culling can be answered by calling the Park & Rec Dept at 788-7390.

REQUIREMENTS

Applicant must be a Little Chute resident/taxpayer age 18 or older (*proof required; bring driver's license, utility bill, or tax bill with you when paperwork is turned in*).

Applicant must successfully pass a shooting proficiency test. Hunter will have only two tries to qualify – 2 out of 3 arrows in a 6 inch circle at 20 yards. The proficiency test will be conducted at the Combined Locks Civic Center Archery Area. The enclosed test sheet, which you take to the testing, contains all the information. Proficiency tests are valid for three years. If you passed in 2013 or 2012, have our staff verify the test date when you turn in your application.

Applicant must have a 2014 DNR Bow License (*proof required; bring license with you when paperwork is turned in and we will make a copy*).

Applicants selected for the deer culling must pass a background check, which will be conducted by Fox Valley Metro Police Department. (*Applicants not selected for this deer culling who paid \$7 cash for their background check will be contacted to arrange pick up of their money; payments made with a check will be voided and shred.*)

QUALIFIED HUNTERS

Once a hunter has passed the proficiency test and turned in their application and required paperwork, they will be placed on the authorized list to hunt. From this list, hunters will be selected by lottery (*seven selected for each week of the deer culling from 12/1 to 12/14*) to hunt for a 1-week period within the approved deer culling area (*see map on back*).

★ HUNTERS WILL BE NOTIFIED WHEN SELECTED TO HUNT AND WILL BE ISSUED AN AUTHORIZATION LETTER TO HUNT.



Urban Bow Hunt Boundaries

- No hunting:
within 300' setback from street centerline
- Hunting allowed



NORTH

1 inch = 300 feet

0 50 100 200 300 400
Feet



Village of Little Chute
OCTOBER 2009

POLICIES, RULES & REGULATIONS

Bow Hunting Authorization – Village of Little Chute

Policies, rules & regulations are designed to ensure the safety of residents and others in areas being hunted and maximize the projected harvests. Failure to comply with any of these will result in the immediate revocation of hunting authorization and exclusion from future participation in this program.

- When hunting, each participant shall carry a Village of Little Chute Bow Hunting Authorization Letter, current Wisconsin Hunting License, Back Tag and I.D.
- When hunting on the property, each vehicle shall display an authorization letter of the individuals participating.
- Parking shall be permitted only on village streets.
- Approved hunters will be authorized to cull either a buck or a doe depending upon the tags that the hunter possesses (may cull multiple deer). Hunters shall immediately report when they have culled any and all deer by calling the Little Chute Park & Rec Dept at 788-7390 ext. 205.
- According to 2014 DNR regulations, there is a statewide antlerless hunt from Dec. 11 to Dec. 14. Hunters during this period are only allowed to cull does on those days.

Each Participant Shall:

- Abide by provisions outlined in the Hunting Authorization and hunt only the assigned site during the dates designated in their authorization letter.
- Follow all state statute and DNR regulations pertaining to bow hunting. Baiting will be allowed if the DNR permits it in this section.
- Be liable for your own acts and omissions.
- Act courteously and respectfully while on the property.
- If verbally assaulted, avoid engaging in an argument or becoming abusive. Under such circumstances, leave the area immediately and, if deemed appropriate, call the police. As soon as practicable, report the incident to the Park & Rec Dept (788-7390 ext.205).
- When on the property, protect foliage, crops and plants from damage, alteration or destruction. You may NOT trim tree branches in order to install your hunting stand.
- Not remove or cut underbrush (i.e. shooting lanes, clearance, etc.).
- Not use an ATV or motorized vehicle on the property.
- When entering or exiting the woods, keep bow encased except when in your stand. Bow must be encased if engaged in tracking a wounded animal.
- When entering or exiting the woods in the dark, use a flashlight or other illuminating device.

- Hunt only from an elevated tree stand placed a minimum of 12 feet above the base of the tree in which the stand is placed. No ground hunting or shooting from the ground.
- Wear a safety harness at all times while hunting from a tree stand.
- Use only temporary, removable tree stands. Remove stand at the end of each day.
- Use a climbing stand of a type that will not damage the tree.
- Remove climbing aids such as stick ladders and tie-on tree steps from the tree after use when using portable "hang-on" tree stands.
- Maintain your equipment in top condition at all times. Be sure your equipment is tuned and set up properly.
- Hunt a minimum of 300 feet (100 yards) from roads and any private property.
- Not discharge or project an arrow at such an angle or distance as to land on public or private property not described in the permit.
- Not discharge or project an arrow or other object onto or over any hiking trail or bicycle trail within the designated hunting area.
- Track a wounded animal until found. If the animal moves off the assigned property, attempt to obtain permission to trespass for tracking purposes. If unable to obtain permission, notify the game warden immediately. As soon as practicable, report the incident to the Park & Rec Dept (788-7390 ext.205).
- If unable to locate a wounded animal, notify the Park & Rec Dept (788-7390 ext.205).
- If wounded animal moves to or dies in a conspicuous area, such as a field, trail, or roadway, remove the animal from the area and if a problem arises, contact the Park & Rec Dept (788-7390 ext.205).
- Unless otherwise directed, field dress animals in the woods, at least 100 yards away from buildings, roads, or other places where non-hunters travel frequently, and 50 yards from wood chipped trails.
- Cover harvested animals with a tarp while dragging in the field out of respect for the non-hunting public and other park users.
- Follow all DNR requirements for registering deer.
- Account for all arrows used. Report the circumstances of missing or unrecovered arrows on the hunting log sheet.
- Keep an accurate, up-to-date log of times spent in the field to include: date, game harvested, time of harvest, and hunt location. At the end of your hunting period, promptly turn in the log to the Park & Rec Dept for compilation of statistics.
- Report to the Park & Rec Dept any violation of game laws or program policies, rules and regulations.