

Village of

Little Chute

AGENDA

REGULAR BOARD MEETING

PLACE: Little Chute Village Hall
DATE: Wednesday, April 19, 2017
TIME: 6:00 p.m.

REGULAR ORDER OF BUSINESS

- A. Invocation
- B. Pledge of Allegiance to the Flag
- C. Roll call of Trustees
- D. Roll call of Officers and Department Heads
- E. Public Appearance for Items Not on the Agenda
- F. Other Informational Items—March Fire, FVMPD and Monthly Reports
- G. Approval of Minutes
Minutes of the Committee of the Whole Board Meeting of April 12, 2017
- H. Department and Officers Progress Reports
- I. Discussion/Action—Adopt Ordinance No. 2, Series 2017 An Ordinance Annexing Territory from the Town of Grand Chute
- J. Discussion/Action—Diamond Club Baseball Facility Documents
- K. Action—Prairiewater Development Agreement Amendment
- L. Action—Prairiewater Site Plan Review and Approval
- M. Discussion—Municipal Services Building Update
- N. Discussion—Equipment for Municipal Services Building
- O. Discussion/Action—MOA w/ FRSNA Amendment
- P. Disbursement List
- Q. Call for Unfinished Business
- R. Items for Future Agendas
- S. Closed Session
19.85(1)(c) Consideration of Employment, Promotion, or Performance Evaluation Data of any Public Employee of the Village of Little Chute. *FVMPD Discussion*

T. Return to Open Session

U. Adjournment

Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made with as much advance notice as possible to the Clerk's Office at 108 West Main Street, (920) 423-3852, email: Laurie@littlechutewi.org Prepared: April 13, 2017

MINUTES OF THE COMMITTEE OF THE WHOLE MEETING APRIL 12, 2017

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

ALSO PRESENT: James Fenlon, Jim Moes, Laurie Decker, Erick Misselt, Interested Citizens

Public Appearance for Items not on the Agenda

None

Approval of Minutes

Minutes of the Regular Board Meeting of April 5, 2017

Moved by Trustee Elrick, seconded by Trustee Smith to Approve the Minutes of the Regular Board Meeting of April 5, 2017

Ayes 7, Nays 0 – Motion Carried

Discussion—Emotional Support Animal Request

A request was made to allow ducks as emotional support animals. The Board recommended that no changes be made to the current ordinance.

Discussion—Revision to Construction Site Erosion Control Ordinance

Administrator Fenlon presented documents to update Village of Little Chute's Construction Site Erosion Control and Post-construction Storm Water Management Ordinances. The change is to comply with WPDES General Permit which requires the Village of Little Chute to update these ordinances per DNR model ordinance dated April 2015. The Board suggested that staff find out what is required by the DNR and what is recommended and report back.

Discussion—Post Construction Storm Water Management Ordinance

Discussion on Post Construction Storm Water Management Ordinance was presented with the Revision to Construction Site Erosion Control Ordinance. The Board suggested that staff find out what is required by the DNR and what is recommended and report back.

Action—Approve Temporary Class "B" Retailers License for CheeseFest

Moved by Trustee Smith, seconded by Trustee Elrick to Approve the Class "B" Retailers License for CheeseFest 2017

Ayes 7, Nays 0 – Motion Carried

Unfinished Business

None

Items for Future Agendas

Revisiting the Wheel Tax

Converting to LED Street Lights

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. *Prairie Water and Bridge Water Developments*

b) 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. *Possible Property Acquisition*

Moved by Trustee Smith, seconded by Trustee Elrick to enter into Closed Session at 6:30 p.m.

Ayes 7, Nays 0 – Motion Carried

Return to Open Session

Moved by Trustee Smith, seconded by Trustee Elrick to Exit Closed Session at 6: 54 p.m.

Ayes 7, Nays 0 – Motion Carried

Adjournment

Moved by Trustee Smith, seconded by Trustee Elrick to Adjourn the Committee of the Whole Meeting at 6:54 p.m.

Ayes 7, Nays 0 – Motion Carried

VILLAGE OF LITTLE CHUTE

By: Michael R. Vanden Berg, Village President

Attest: Laurie Decker, Village Clerk

LCFD Incident Report
March 2017
Number of responses: 13
Last years: 13
YTD: 44

- 03/02/17 20:06 Assist Gold Cross with patient lift-1515
VandenBroek Road, lot 64**
- 03/04/17 11:58 Engine fire @ Outagamie County Highway
Department 1419 Holland Road**
- 03/07/17 03:01 Smell of smoke @ 621 Madison Street,
nothing located odor was through out the village**
- 03/07/17 06:19 Auto accident clean up @ intersection of
Buchanan Street & Moasis Drive**
- 03/07/17 07:11 Wire down @ 820 W. McKinley Avenue,
Telephone/Cable line laying on sidewalk, secured to
telephone pole, notified Time Warner via
Outagamie County**
- 03/08/17 08:43 Garbage truck fire @ Outagamie County
Landfill near transfer station 1419 Holland Road-
City of Appleton Truck-dumped load near transfer
station-extinguished**
- 03/08/17 16:16 MABAS call for a structure fire @ N3750
Sunset Lane, Town of Ellington-requested a squad**
- 03/08/17 16:44 Smoking cigarette canister @ M & M Bar 136
E. Main Street**

- 03/09/17 13:49 Pull station alarm @ Greenfield Manor 825 E. Greenfield Drive, false alarm child pulled down.**
- 03/09/17 16:39 Pull station alarm @ Greenfield Manor 825 E. Greenfield Drive, false alarm maintenance was repairing wall station from earlier alarm**
- 03/11/17 22:18 Vehicle rollover I-41 near Rosehill Road, stabilize the vehicle for occupant to escape.**
- 03/21/17 13:28 Wire down @ 801 Grand Avenue, Cable TV line from a previous disconnect**
- 03/26/17 16:27 Vehicle rollover I-41 northbound off ramp to County Road N, scene safety for a semi rollover**

Represents calls for service for the month of

March

2017

| Incident Type Description | Incident Count |
|---------------------------|----------------|
| TRAFFIC STOP | 224 |
| ASSIST | 96 |
| ACCIDENT | 42 |
| MEDICAL | 38 |
| WELFARE CHECK | 29 |
| 911 HANG UP | 28 |
| RECKLESS DRIVING | 24 |
| OPEN DOOR | 20 |
| ANIMAL | 19 |
| FIRE CALL | 18 |
| DRUGS | 15 |
| MOTORIST ASSIST | 15 |
| TRAFFIC HAZARD | 13 |
| LOST / FOUND | 11 |
| SUSPICIOUS SITUATION | 11 |
| NOISE COMPLAINT | 11 |
| ALARM | 11 |
| ORDINANCE | 10 |
| PARKING COMPLAINT | 10 |
| JUVENILE COMPLAINTS | 10 |
| SUSPICIOUS VEHICLE | 10 |
| WARRANT | 10 |
| THEFT | 9 |
| HARASSMENT | 9 |
| FRAUD | 7 |
| DAMAGE TO PROPERTY | 7 |
| TRUANCY | 7 |
| DISTURBANCE | 5 |
| RUNAWAY | 5 |
| 911 ASSIST | 4 |
| CIVIL MATTER | 4 |
| ABANDONED VEHICLE | 4 |
| TRESPASSING | 4 |
| SUSPICIOUS PERSON | 3 |
| DOMESTIC DISTURBANCE | 3 |
| EMERGENCY COMMITTAL | 2 |
| SEX OFFENSE | 2 |
| CRIME PREVENTION | 2 |
| DISORDERLY CONDUCT | 2 |
| VIOLATION OF COURT ORDER | 2 |

Report Name: P1 Incident Count by Incident Type Monthly
Schedule

Run Date: 4/1/2017 4:00:22 AM

Incident Count by Incident Type

PremierOne CAD

| | |
|-------------------------|------------|
| TEST INCIDENT LAW | 1 |
| DISTURBANCE WITH WEAPON | 1 |
| ACCIDENT WITH INJURY | 1 |
| AUTO THEFT | 1 |
| BATTERY | 1 |
| BURGLARY | 1 |
| CALL NURSE | 1 |
| RETAIL THEFT | 1 |
| ROBBERY | 1 |
| Total | 765 |

VILLAGE OF LITTLE CHUTE

ANNEXATION ORDINANCE

ORDINANCE NO. 2, SERIES OF 2017

AN ANNEXATION ORDINANCE ADOPTED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF LITTLE CHUTE PURSUANT TO SECTION 66.0217 OF THE WISCONSIN STATUTES, ANNEXING TERRITORY FROM THE TOWN OF GRAND CHUTE.

WHEREAS, a Petition for Direct Annexation (Outagamie County) has been presented to the Village of Little Chute under statutory authority 66.0217(2), Wisconsin Statutes as amended; and,

WHEREAS, the petition was signed by all owners of the property within the proposed area for annexation; and,

WHEREAS, said Petition for Annexation and Notice contains a legal description of the territory proposed to be annexed sufficiently accurate to determine its location, designates the area to be annexed to the Village of Little Chute and designates the area as being proposed to be detached from the Town of Vandebroek as located in Outagamie County; and,

WHEREAS, the Village of Little Chute Board of Trustees has determined that the proposed annexation is in the best interests of the Village of Little Chute and the owners of real estate in the proposed annexation area; and,

WHEREAS, the Village of Little Chute Plan Commission has reviewed and recommended in favor of the proposed annexation with a temporary zoning classification as ID Industrial District ; and,

WHEREAS, the Wisconsin Department of Administration has reviewed the annexation petition and found it to be in the public interest; and,

WHEREAS, the Village Board has reviewed advice received from the Wisconsin Department of Administration; and,

WHEREAS, an Annexation Ordinance of the proposed territory by the Village of Little Chute requires a two-thirds vote of the governing body (Board of Trustees) of the Village of Little Chute;

NOW THEREFORE BE IT ORDAINED by the Village Board of Trustees of the Village of Little Chute as located in Outagamie County, State of Wisconsin as follows:

1. That the real estate located within the NW ¼ & SW ¼ Section 17 T21N R18E; Described as; Commencing at the Southeast Corner of the Southwest quarter of Section 17 Township 21 North Range 18 East and Point Of Beginning, North along the center section line 3,815.6 feet more or less to the South line Interstate Highway 41 right of way, thence West along said right of way 684.6 feet, thence North 10 feet, thence continuing Westerly along said right of way 1,431.6 feet, thence Southwesterly along said right of way 444.5 feet more or less to the East line of French Road, thence Southwesterly along east line of French Road right of way 611.6 feet, thence continuing Southerly along said right of way 3155.6 feet more or less to the South line of said Section 17, thence East along the South line of Section 17 T21N R18E 2,597.9 feet more or less to the Point of Beginning. Described area containing 226.83 acres M/L, which is the same real estate as set forth in the Annexation Petition, be hereby annexed to the Village of Little Chute as located in Outagamie County, State of Wisconsin.

2. The territory as annexed to the Village for zoning purposes is designated as ID Industrial District.
3. That a scale map of the area, showing the boundaries of annexation territory and its relationship to the boundaries of the Village of Little Chute, is hereby adopted by reference.
4. The current population of the territory being annexed is zero (0) persons, determined in accordance with the definition under Section 66.0217(3), Wisconsin Statutes.
5. This Annexation Ordinance shall be effective upon its enactment by a two-thirds vote of the Village Board of Trustees of the Village of Little Chute.
6. The Village Clerk of the Village of Little Chute shall file with the Wisconsin Secretary of State a certified copy of this Annexation Ordinance and with each company providing utility services in the area annexed. One original copy of this Annexation Ordinance shall be provided to the Outagamie County Register of Deeds for recording/filing purposes, and one certified copy shall be filed with the Clerk of each affected school district and township.
7. The Finance Director of the Village shall pay to the Town Clerk the amount of \$0.00 which represents total reimbursement of town portion of the property tax of the area annexed over a five year period.
8. The territory as annexed to the Village for voting district purposes is designated as Ward 15, a newly created Village ward.



WISCONSIN DEPARTMENT OF
ADMINISTRATION

SCOTT WALKER

GOVERNOR

SCOTT A. NEITZEL

SECRETARY

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: wimunicipalboundaryreview@wi.gov

Web: <http://doa.wi.gov/municipalboundaryreview/>

April 17, 2017

PETITION FILE NO. 14009

LAURIE DECKER, CLERK
VILLAGE OF LITTLE CHUTE
108 W MAIN ST
LITTLE CHUTE, WI 54140-1750

KAREN WEINSCHROTT, CLERK
TOWN OF GRAND CHUTE
1900 GRAND CHUTE BLVD
GRAND CHUTE, WI 54913-9613

Subject: OUTAGAMIE COUNTY ANNEXATION

The proposed annexation submitted to our office on March 27, 2017, has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city...." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed municipal services to the territory. The subject petition is for territory that is reasonably shaped and contiguous to the **VILLAGE OF LITTLE CHUTE**, which is able to provide needed municipal services.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14009 with your ordinance.** Ordinance filing checklist available at <http://mds.wi.gov/>, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to mds@wi.gov or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: <http://mds.wi.gov/View/Petition?ID=2079>
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER

GOVERNOR

SCOTT A. NEITZEL

SECRETARY

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: wimunicipalboundaryreview@wi.gov

Web: <http://doa.wi.gov/municipalboundaryreview/>

March 27, 2017

PETITION FILE NO. 14009

LAURIE DECKER, CLERK
VILLAGE OF LITTLE CHUTE
108 W MAIN ST
LITTLE CHUTE, WI 54140-1750

KAREN WEINSCHROTT, CLERK
TOWN OF GRAND CHUTE
1900 GRAND CHUTE BLVD
GRAND CHUTE, WI 54913-9613

Subject: OUTAGAMIE COUNTY ANNEXATION

Section 66.0217 (6), Wis. Stats., provides that the annexation of lands to cities and villages within a county having a population of 50,000 or more shall be reviewed by the Department of Administration in order to determine if the proposed annexation is in the public interest or against the public interest. The proposed annexation from the TOWN OF GRAND CHUTE to the VILLAGE OF LITTLE CHUTE (see attached description) must be reviewed pursuant to the statute.

To assist us in making this determination, we urge that you promptly supply the data requested on the enclosed questionnaire (where possible) and return the questionnaire to the department.

The purpose of this questionnaire is to assist the department in determining "Whether the governmental services, including zoning, to be supplied to the territory could clearly be better supplied by the town...." The statute further stipulates that the department shall study the "shape of the proposed annexation and the homogeneity of the territory with the annexing municipality." In addition, we would appreciate receiving from you any comments or information bearing on governmental services or shape and homogeneity that would indicate whether the annexation is in or against the public interest.

Please return the questionnaire as soon as possible so that the information can be reviewed prior to the department's statutory deadline of April 17, 2017. Direct any questions and comments to Erich Schmidtke at (608) 264-6102. Thank you for your cooperation.

For additional information on annexation or other land use issues, visit our web site at <http://doa.wi.gov/municipalboundaryreview/>.

Sincerely,

Erich Schmidtke

Enclosures

Annexation Review Questionnaire

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
101 E. Wilson Street, 9th Floor
Madison WI 53703
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview/>

Petitioner: **Outagamie County**

Petition Number: **14009**

1. Territory to be annexed: From **TOWN OF GRAND CHUTE** To **VILLAGE OF LITTLE CHUTE**

2. Area (Acres): **226.83**

3. Pick one: ☒ Property Tax Payments

OR ☐ Boundary Agreement

a. Annual town property tax on territory to be annexed:

\$ **0.00**

a. Title of boundary agreement _____

b. Year adopted _____

b. Total that will be paid to Town

(annual tax multiplied by 5 years): **0.00**

c. Participating jurisdictions _____

d. Statutory authority (pick one)

☐ s.66.0307 ☐ s.66.0225 ☐ s.66.0301

c. Paid by: ☐ Petitioner ☐ City ☒ Village

☒ Other: **NA Exempt County Owned Property**

4. Resident Population: Electors: **0** Total: **0**

5. Approximate **present** land use of territory:

Residential: _____ % Recreational: **5** % Commercial: _____ % Industrial: **15** %

Undeveloped: **80** %

6. If territory is undeveloped, what is the **anticipated** use?

Residential: _____ % Recreational: **5** % Commercial: _____ % Industrial: **95** %

Other: _____ %

Comments: **100% of land owned by Outagamie County "Landfill Site"**

7. Has a ☐ preliminary or ☐ final plat been submitted to the Plan Commission: ☐ Yes ☒ No

Plat Name: _____

8. What is the **nature of land use adjacent** to this territory in the city or village?

Industrial Zoned, Landfill & Recycling Center

In the town?: **Vacant & or Commercial**

9. What are the **basic service needs** that precipitated the request for annexation?

☒ Sanitary sewer

☒ Water supply

☐ Storm sewers

☒ Police/Fire protection

☐ EMS

☒ Zoning

Other _____

10. Is the city/village or town capable of providing needed utility services?

City/Village ☒ Yes ☐ No Town ☐ Yes ☒ No

If yes, approximate timetable for providing service:

Sanitary Sewers immediately

or, write in number of years.

City/Village

☒

0

Town

☐

Water Supply immediately

or, write in number of years.

☒

0

☐

Will provision of sanitary sewers and/or water supply to the territory proposed for annexation require capital expenditures (i.e. treatment plant expansion, new lift stations, interceptor sewers, wells, water storage facilities)?

☐ Yes ☒ No

If yes, identify the nature of the anticipated improvements and their probable costs: _____

11. Planning:

a. Do you have a comprehensive plan for the City/Village/Town? ☒ Yes ☐ No

Is this annexation consistent with your comprehensive plan? ☒ Yes ☐ No

Describe: Plan Commission has reviewed the Annexation & recommended approval with zoning designated as ID - Industrial District

b. Annual appropriation for planning? \$ 70,000

c. How is the annexation territory now zoned? Agricultural

d. How will the land be zoned and used if annexed? Industrial

12. Other relevant information and comments bearing upon the public interest in the annexation: _____

Prepared by: ☐ Town ☐ City ☒ Village

Name: James E. Moes

Email: Jim@littlechutenwi.org

Phone: 920 423-3870

Date: 3-29-2017

Please RETURN PROMPTLY to:

wimunicipalboundaryreview@wi.gov

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Fax: (608) 264-6104

10. Is the city/village or town capable of providing needed utility services?

City/Village ☒ Yes ☐ No Town ☐ Yes ☒ No

If yes, approximate timetable for providing service:

Sanitary Sewers immediately

or, write in number of years.

City/Village

☒

0

Town

☐

Water Supply immediately

or, write in number of years.

☒

0

☐

Will provision of sanitary sewers and/or water supply to the territory proposed for annexation require capital expenditures (i.e. treatment plant expansion, new lift stations, interceptor sewers, wells, water storage facilities)?

☐ Yes ☒ No

If yes, identify the nature of the anticipated improvements and their probable costs: _____

11. Planning:

a. Do you have a comprehensive plan for the City/Village/Town? ☒ Yes ☐ No

Is this annexation consistent with your comprehensive plan? ☒ Yes ☐ No

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12. Other relevant information and comments bearing upon the public interest in the annexation:

Prepared by: ☐ Town ☐ City ☒ Village

Name: James E. Moes

Email: jim@littlechute.wi.org

Phone: 920 423-3870

Date: 3-29-2017

Please RETURN PROMPTLY to:

wimunicipalboundaryreview@wi.gov

Municipal Boundary Review

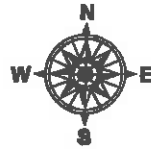
PO Box 1645, Madison WI 53701

Fax: (608) 264-6104

Village of Little Chute

Outagamie County Annexation

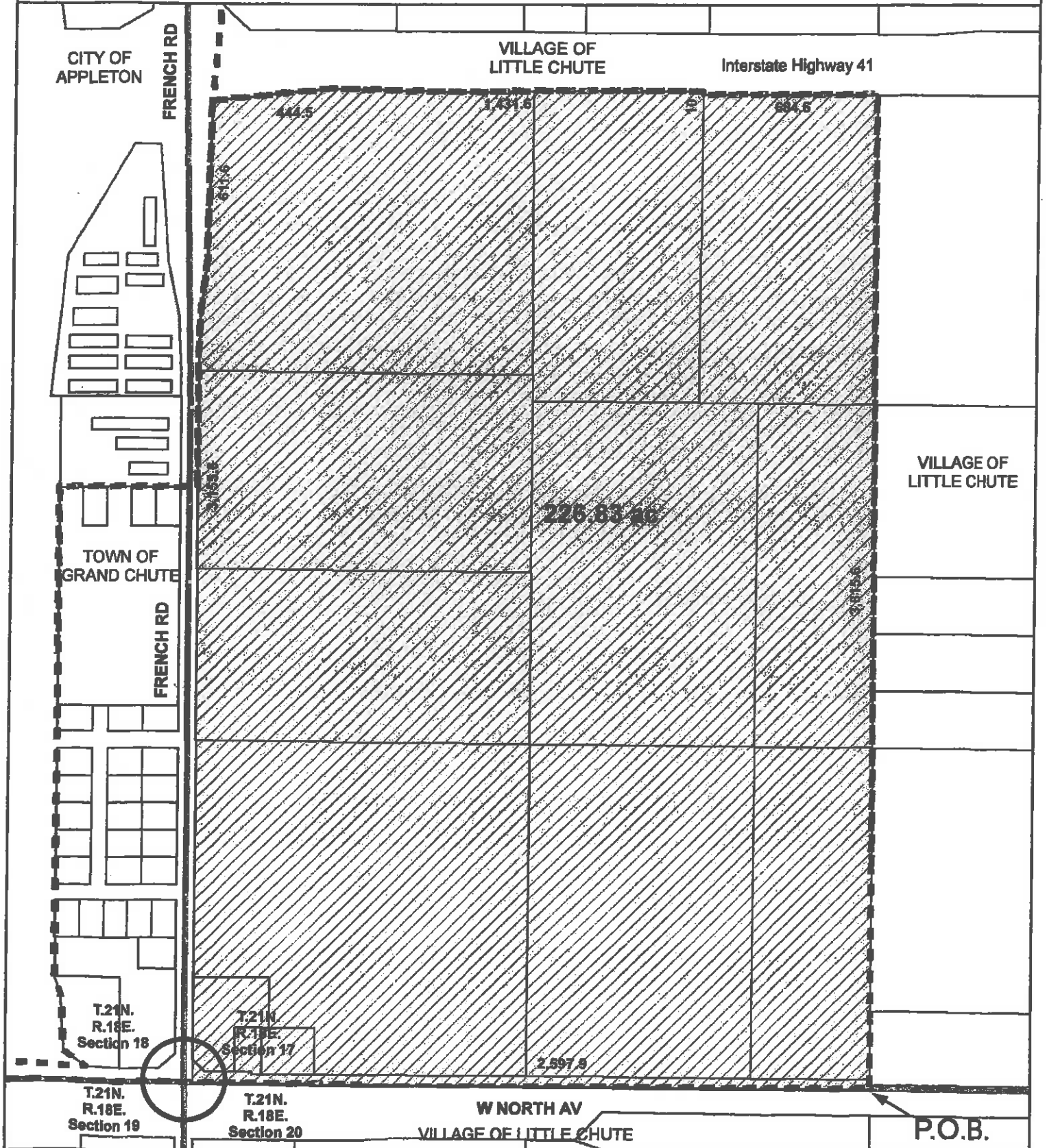
March 2017



1 inch = 500 feet



- Parcel
- Municipal Boundary
- PLSS Section Boundary
- Proposed Annexation



Legend

Municipality

 Town of Grand Chute

 Village of Little Chute

 Proposed Annexation Petition Parcels



**Town of
Grand
Chute**

**Village
of Little
Chute**

101165700

101165300

101165800

101166200

101165100

101165000

101166300

101166400

101166900

101165700

101165900

101165800

101165500

NORTH HAVEN AV

N. HENCH RD

HOLLAND RD

41

41

100

**A PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL PURSUANT TO
SECTION 66.0217(2), WISCONSIN STATUTES WHERE NO ELECTORS RESIDE IN TERRITORY**

We, the undersigned, constituting all of the owners of real property in the following territory of the Town of Grand Chute, Outagamie County, Wisconsin, lying contiguous to the Village of Little Chute, petition the Village Board of the Village of Little Chute to annex the territory described below and shown on the attached scale map to the Village of Little Chute, Outagamie County, Wisconsin:

Described as; Commencing at the Southeast Corner of the Southwest quarter of Section 17 Township 21 North Range 18 East and Point Of Beginning, North along the center section line 3,815.6 feet more or less to the South line Interstate Highway 41 right of way, thence West along said right of way 684.6 feet, thence North 10 feet, thence continuing Westerly along said right of way 1,431.6 feet, thence Southwesterly along said right of way 444.5 feet more or less to the East line of French Road, thence Southwesterly along east line of French Road right of way 611.6 feet, thence continuing Southerly along said right of way 3155.6 feet more or less to the South line of said Section 17, thence East along the South line of Section 17 T21N R18E 2,597.9 feet more or less to the Point of Beginning. Described area containing 226.83 acres more or less.

The current population of such territory is 0 persons.

We, the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexation, incorporation or consolidation proceedings, if any.

Signature of Petitioner,

Date of Signing,

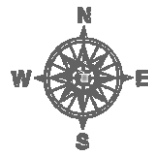
Address
OUTAGAMIE COUNTY
RECYCLING & SOLID WASTE
1419 HOLLAND RD
APPLETON, WI 54911

 March 2, 2017

See attached map on reverse.

Village of Little Chute
**Outagamie County
Annexation**

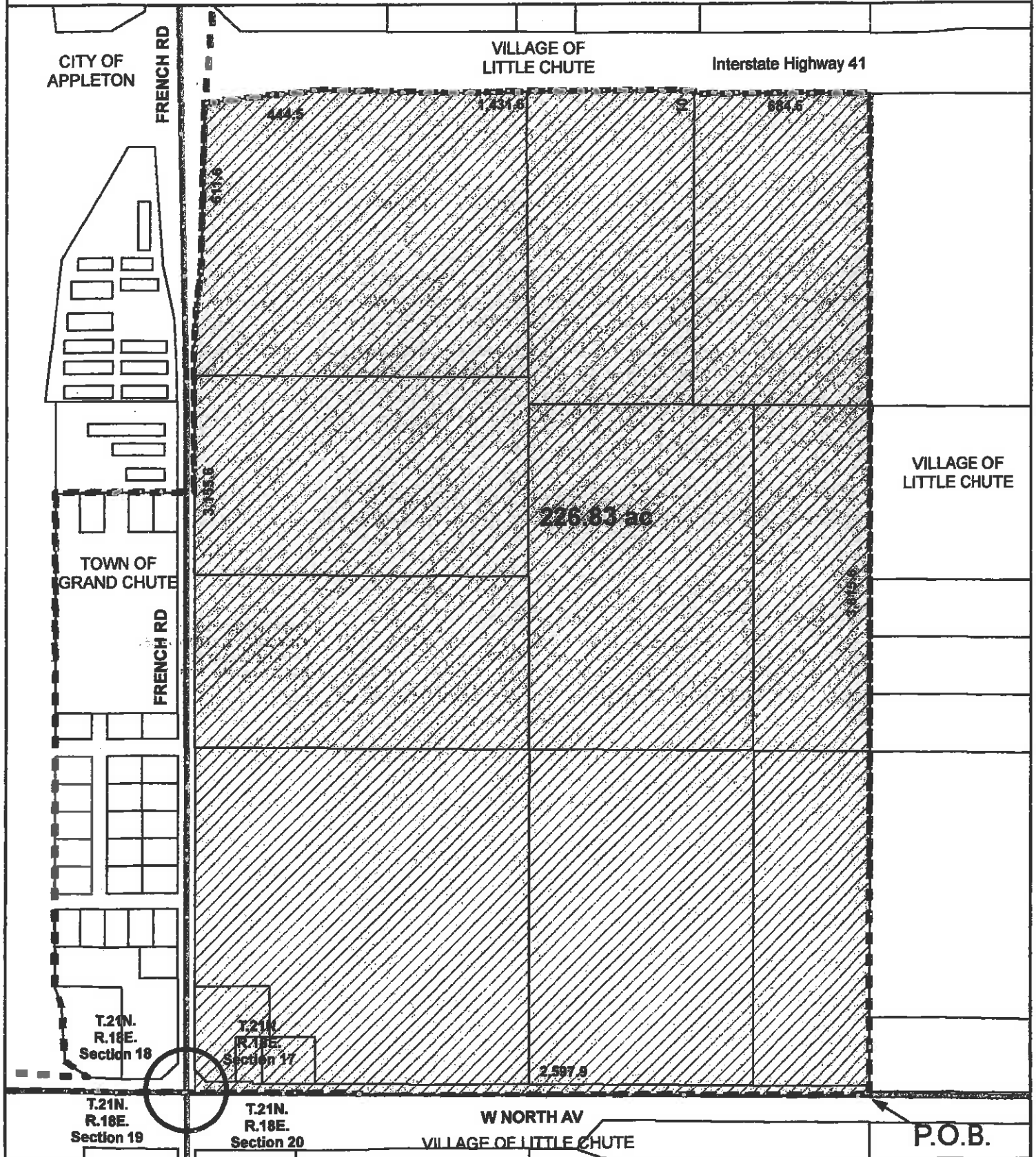
March 2017



1 inch = 500 feet



- Parcel
- Municipal Boundary
- PLSS Section Boundary
- Proposed Annexation



COPY

RESOLUTION NO.: 146—2016-17

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The Outagamie County Recycling & Solid Waste Department is requesting to annex a portion
2 of the Solid Waste campus to the Village of Little Chute. This portion of the Solid Waste
3 campus is located within the Town of Grand Chute. The purpose of the annexation is to provide
4 a continuance of water, fire protection, and sewer services. These municipal services will
5 further support the permitting of the Northwest Landfill per WDNR Natural Resources Code
6 514 in which the WDNR Plan of Operation shall require a draft leachate treatment agreement
7 for the acceptance of leachate by the Village of Little Chute and subsequent treatment of
8 leachate generated within the Northwest Landfill once operational. The Plan of Operation also
9 requires the necessity for fire protection services which the Village of Little Chute shall provide
10 as a continuance of operations. Over the past year, county staff proactively engaged the
11 landfill's municipal neighbors (City of Appleton, Village of Little Chute, and Town of Grand
12 Chute) to plan for the potential Northwest Landfill.
13

14 NOW THEREFORE, the undersigned members of the Highway, Recycling & Solid Waste
15 Committee recommend adoption of the following resolution.

16 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize submitting
17 a Petition for Annexation to the Village of Little Chute for 13 county-owned parcels depicted on the
18 attached map, which by reference is made a part hereof, and

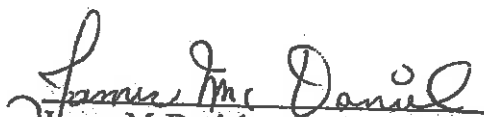
19 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy
20 of this resolution to the Outagamie County Director of Recycling and Solid Waste, and the Outagamie
21 County Planning Director.

22 Dated this 14th day of February 2017


23 Respectfully Submitted,
24

25 HIGHWAY, RECYCLING &
26 SOLID WASTE COMMITTEE
27

28
29 
30
31 Don DeGroot
32
33


James McDaniel


Ken VandenHeuvel


Dennis Clegg


Bob Buchman

Duly and officially adopted by the County Board on: February 14, 2017

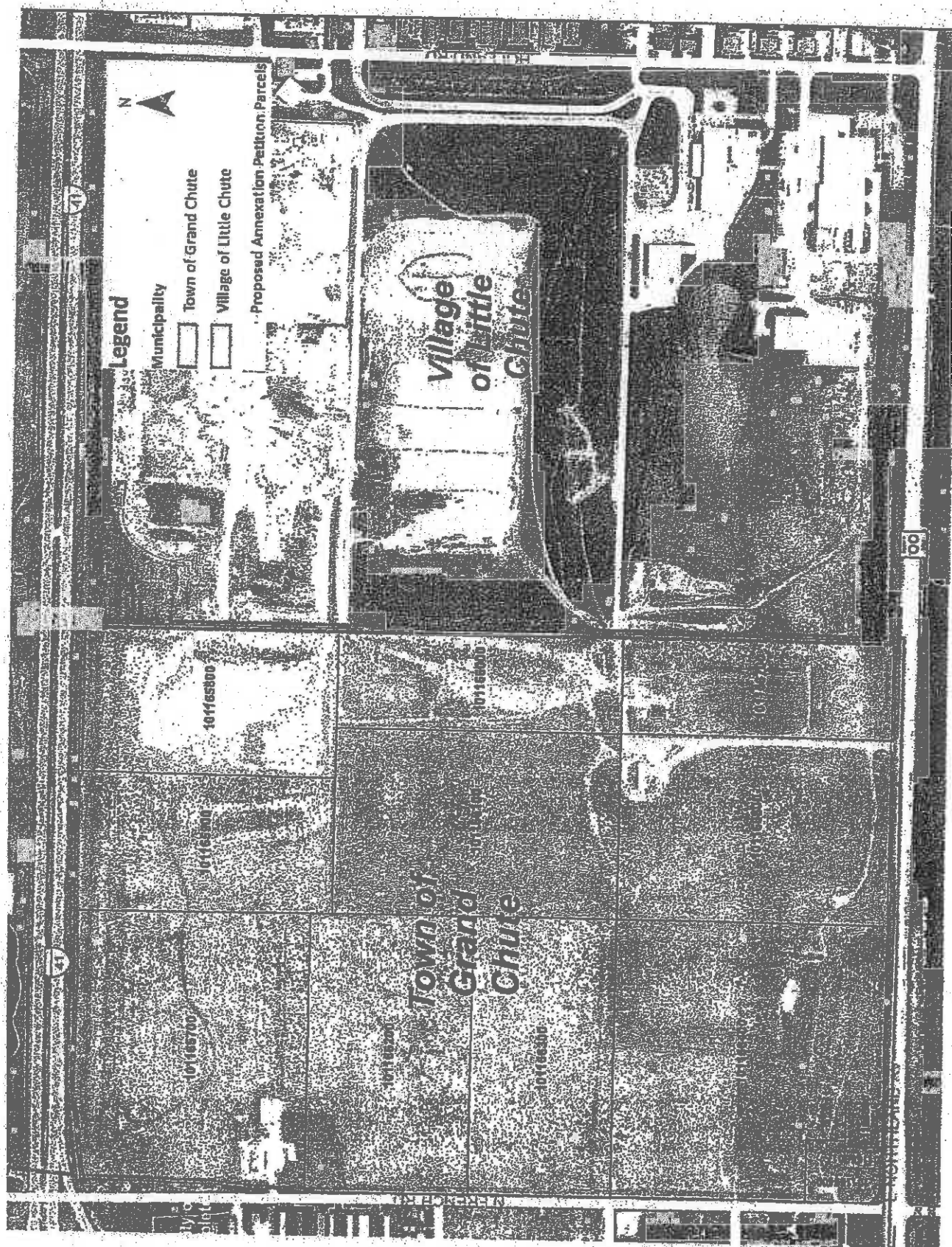
Signed: 
Board Chairperson

County Clerk

Approved: 2-15-17

Vetoed: _____

Signed: 
County Executive



**OUTAGAMIE COUNTY BOARD MEETING
FEBRUARY 14, 2017**

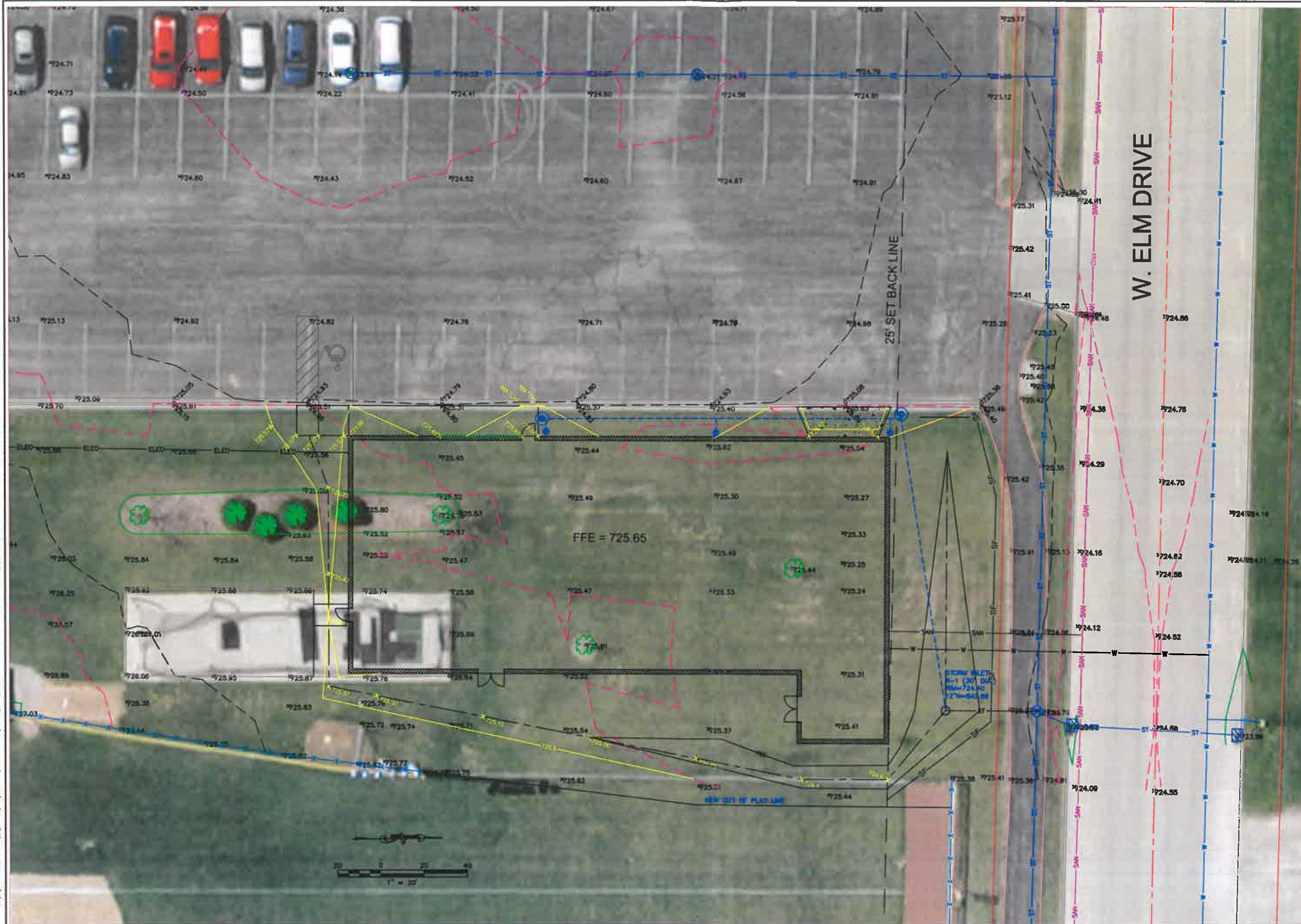
RESOLUTION NO. 146—2016-17

Supervisor De Groot moved, seconded by Supervisor Buchman, for adoption.

RESOLUTION NO. 146—2016-17 IS ADOPTED.

| | | | | | |
|---|--------|-------------------|--------|----------------------|--------|
| 1. THOMPSON | YES | 13. WEGAND | YES | 25. NOOYEN | YES |
| 2. MILLER | YES | 14. DE GROOT | YES | 26. DUNCAN | YES |
| 3. GRADY | YES | 15. VANDEN HEUVEL | YES | 27. CULBERTSON | YES |
| 4. PATIENCE | Absent | 16. LEMANSKI | YES | 28. STURN | YES |
| 5. HARRIELSON | YES | 17. GROATT | Absent | 29. BUCHMAN | YES |
| 6. FOSS | YES | 18. SPEARS | YES | 30. GRIESBACH | Absent |
| 7. HAMMEN | YES | 19. STUECK | Absent | 31. CLEGG | YES |
| 8. T. KRUEGER | YES | 20. THOMAS | YES | 32. VANDERHEIDEN | YES |
| 9. J. KRUEGER | YES | 21. THYSSEN | YES | 33. O'CONNOR-SCHYEVS | YES |
| 10. LAMERS | YES | 22. HAGEN | Absent | 34. RETTLER | YES |
| 11. MEYER | YES | 23. KLEMP | YES | 35. MELCHERT | YES |
| 12. McDANIEL | YES | 24. PLEUSS | Absent | 36. SUPRISE | YES |
| <div>Item 7</div> <div>Passed (30 Y - 0 N - 0 A - 6 Absent)</div> <div>Majority Vote ></div> | | | | | |

| | |
|----------------------------|-----------|
| Issued | |
| Rev | Date |
| Description | |
| Plan Revision | 2/17/2017 |
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| | |
| Designed: KAG MM 2/17/2017 | |
| Drawn: KAG MM 2/17/2017 | |
| Checked: KAG 2/17/2017 | |
| Approved: KAG 2/17/2017 | |
| PROJECT NUMBER | |
| SHEET REFERENCE NUMBER | |
| C1.0 | |



Village of Little Chute
REQUEST FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: Diamond Club Document Update

PREPARED BY: James P. Fenlon, Administrator

REPORT DATE: April 19, 2017

ADMINISTRATOR'S REVIEW/COMMENTS: (See Below)

EXPLANATION: Over the past week, staff and the Diamond Club have been working to finalize the site plan and make final changes to the building lease. I wanted to summarize the questions regarding Insurance and Liability (paragraph #1), the apportionment of utility and insurance costs (paragraph 2) and an alternative building material (paragraph 3).

1. Insurance and Liability – In discussion with our insurance provider, once the building is constructed, it will be added to our general insurance and liability insurance. This is reported annually and will be updated as normal. Just as when the Village rented Reindeers and it was added, there was a slight increase in premium cost, but not to the extent that there were significant increases. We will monitor that as we move forward and account for that expense into the future. During steel construction, the Construction Manager will carry a general builder's risk.
2. Utilities and Maintenance – There is agreement that each side will maintain the internal portions of their building. Exterior maintenance will be split between the organizations on a 50/50 basis. Utilities will be split upon use once we have data of usage to determine the use of utilities. Based upon calendars, we will be able to determine approximate responsibility for cost. The Village will continue to remain responsible for garbage and snow removal. The language for both edits is as follows:
6. **Shared Utility Charges.** The Landlord and Village will share payment responsibility on an equitable basis for heat, electrical, water, and all utility charges, for the building, because these services will not be separately metered for Landlord's and Village's areas of the building. An equitable proration between Landlord and Village will be mutually determined on a periodic basis based upon the estimated share of total usage of these services by the Landlord and the Village. Any disputes arising under this paragraph that the parties cannot resolve themselves shall be decided by an accountant CPA from the Village's auditing firm as arbitrator whose decisions on all matters pertaining thereto shall be final and binding on both parties.
7. **Interior Maintenance.** The Village is responsible for maintenance, repair, and replacement of all interior components of the Leased Premises. Village shall keep the Leased Premises in neat, clean and well-maintained condition equivalent to the condition at commencement of this Lease, ordinary wear and tear from responsible usage excepted. The Landlord is responsible for maintenance, repair, and replacement of all interior components of the remainder of the building. The Landlord shall keep the remainder of the building in neat, clean and well-maintained condition equivalent to the condition at commencement of this Lease, ordinary wear and tear from responsible usage excepted.
8. **Exterior Maintenance.** The Landlord and the Village will share equally responsibility for exterior maintenance of the entire building. Any disputes arising under this paragraph that the parties cannot resolve themselves shall be decided by an accountant CPA from the Village's auditing firm as arbitrator whose decisions on all matters pertaining thereto shall be final and binding on both parties.

3. As the building is currently programmed, we have been informed that the building will cost approximately \$320k (including equity of an additional \$40k from the Diamond Club). Knowing that the total cost is an area of concern, we were presented with an alternative material to the stone on the west and southern walls that could save approximately \$30k to \$35k. This change would essentially be a steel color contrast of the approximate 3 feet of the stone. To illustrate what that savings equates on the square foot costs, I have inserted tables below. Additionally, if the Board felt this was a more cost effective approach, in the future the Village could look to install stone options to improve the building at a later date once there was improved cash flow.

| Lease Expense Table at 10 Years and \$320k | | | |
|--|---------------|-------------|----------|
| | | Monthly | Per Foot |
| 50% Interest | \$ 18,122.44 | \$ 151.02 | \$ 0.84 |
| 50% of Building Cost | \$ 160,000.00 | \$ 1,333.33 | \$ 7.46 |
| Total Lease Expense | \$ 178,122.44 | \$ 1,484.35 | \$ 8.30 |
| | | | |
| Lease Expense Table at 10 Years and \$290k | | | |
| | | Monthly | Per Foot |
| 50% Interest | \$ 16,423.47 | \$ 136.86 | \$ 0.77 |
| 50% of Building Cost | \$ 145,000.00 | \$ 1,208.33 | \$ 6.76 |
| Total Lease Expense | \$ 161,423.47 | \$ 1,345.20 | \$ 7.53 |

RECOMMENDATION: Provided for information.

LEASE FOR BUILDING SPACE

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

1. **Lease.** Landlord hereby leases to Village and Village hereby leases from Landlord the premises described below (herein "Leased Premises"), which is a portion of the building owned by Landlord.

2. **Leased Premises.** The Leased Premises subject to this Lease are located at 721 Elm Drive, Little Chute, Wisconsin, and include approximately 2145 square feet of the interior portion of the building depicted on the floor plan attached hereto as **Exhibit A**, plus those portions of the building and building components, if any, reasonable or necessary for the full use and enjoyment of the Leased Premises by Village.

The remaining portion of the building shall be deemed part of the Leased Premises on a periodic basis for use for Village related purposes at the times and under the conditions as follows:

- a) One night a week to allow for programming
- b) One day a weekend to allow for rentals (3 hour window)
- c) Village and Landlord will collaborate on scheduling the facility so that in the event there are openings, the Recreation Department or other users may utilize the facility.

3. **Term/Renewal/Termination.** The term of this Lease is ten (10) years beginning January 1, 2018 and running through January 1, 2028. This Lease may be renewed at the option of the Village for an additional period of ten (10) years or longer, renewable up to May 31, 2057 in one or several successive renewal terms determined in the discretion of the Village under the same terms and conditions stated herein for the initial term. This Lease shall also terminate in the event Landlord defaults as described in paragraph 10 below. Upon termination or expiration of this Lease the Ground Lease between Landlord and the Village also terminates. If no notice is given by the Village to Landlord of either renewal or termination prior to the end of the initial term, this Lease will automatically be renewed for two additional years and this process completed for two year automatic renewals if no notice to the contrary is given by the Village to the Landlord.

4. **Rent.** The rent shall be \$17,812.24 per year, payable in annual installments, in arrears, of \$17,812.24 each year beginning March 1, 2018 and due and payable on March 1 each year thereafter. As part of the consideration for establishing the rent at \$17,812.24 per year the Village shall also be financially responsible for those obligations set forth in paragraphs 5, 6, and 7 below. The Village may withhold rent payments and other Village obligations in this Lease in the event Landlord is in default under the Ground Lease between Landlord and Village, as an offset or alternatively as part of any other remedy available to the Village under the Ground Lease.

5. **Village Snow and Garbage Removal.** As additional Village obligations, the Village shall be responsible for snow removal and garbage removal.

6. **Shared Utility Charges.** The Landlord and Village will share payment responsibility on an equitable basis for heat, electrical, water, and all utility charges, for the building, because these services will not be separately metered for Landlord's and Village's areas of the building. An equitable proration between Landlord and Village will be mutually determined on a periodic basis based upon the estimated share of total usage of these services by the Landlord and the Village. Any disputes arising under this paragraph that the parties cannot resolve themselves shall be decided by an accountant CPA from the Village's auditing firm as arbitrator whose decisions on all matters pertaining thereto shall be final and binding on both parties.

7. **Interior Maintenance.** The Village is responsible for maintenance, repair, and replacement of all interior components of the Leased Premises. Village shall keep the Leased Premises in neat, clean and well-maintained condition equivalent to the condition at commencement of this Lease, ordinary wear and tear from responsible usage excepted. The Landlord is responsible for maintenance, repair, and replacement of all interior components of the remainder of the building. The Landlord shall keep the remainder of the building in neat, clean and well-maintained condition equivalent to the condition at commencement of this Lease, ordinary wear and tear from responsible usage excepted.

8. **Exterior Maintenance.** The Landlord and the Village will share equally responsibility for exterior maintenance of the entire building. Any disputes arising under this paragraph that the parties cannot resolve themselves shall be decided by an accountant CPA from the Village's auditing firm as arbitrator whose decisions on all matters pertaining thereto shall be final and binding on both parties.

9. **Property and Liability Insurance.** The Village is required to carry comprehensive general liability insurance covering the Leased Premises, insuring against bodily injury and property damage, and insurance for personal property which it owns and utilizes on the premises. Village's liability insurance shall be for a minimum of \$500,000.00 per occurrence for bodily injury and property damage. Village shall carry fire, windstorm, and casualty insurance on the real estate at Village expense.

10. **Assignment.** This Lease, for all or any portion of the Leased Premises, may be assigned or sublet by the Village to any other party with the express written authorization of Landlord, which shall not be unreasonably withheld. The Village shall give Landlord notice of any such assignment.

10. **Default by Village.** If the Village fails to pay rent when due and the failure continues more than thirty (30) days after notice is given by the Landlord to the Village that the rent has not been paid, the Lease shall be deemed in default and the Landlord shall be entitled to the immediate possession of the property. Past due amounts hereunder shall bear interest at five percent (5%) per annum. The Village may offset any rents or other financial obligations payable to

or for the benefit of Landlord to apply against any unfulfilled obligation of Landlord, including but not limited to payment of any principal or interest due from Landlord to the Village under any loan, promissory note, this Lease, or other agreement. If the Village defaults and fails to cure the default, Landlord may lease the 2,145 square feet occupied by Village to a third party for a term or terms not exceeding the term, or termination, of Landlord's Ground Lease with the Village under a separate Ground Lease between Landlord and Village. The third party tenant must be approved in advance in writing by the Village which approval shall not be unreasonably withheld.

11. **Default by Landlord.** Default by Landlord under this Lease, or under any Ground Lease between Landlord and Village, or any failure by Landlord to make payment when due to the Village under any promissory note, or if the Landlord violates the terms of any mortgage or security agreement, granted by Landlord to the Village, and the failure continues more than thirty (30) days after notice is given by the Village to the Landlord of the nature of default and the requirements of Landlord necessary to cure such default, this Lease shall be deemed in default and the Village shall be entitled to the immediate possession of the Land, and additionally the Village may take ownership, possession, and control of the building and all improvements owned by Landlord located on Village property, including but not limited to the entire Leased Premises, in addition to all other rights and remedies available to Village in law or equity. Past due amounts hereunder shall bear interest at five percent (5%) per annum, Upon termination of this Lease and the Ground Lease Landlord shall immediately vacate the entire building, and all real estate improvements, and the Village land.

12. **Ownership Transfer/Power of Attorney.** During the term of this Lease the building and all improvements installed on the land by Landlord are owned by the Landlord. Ownership of all site improvements, building improvements, fixtures, mechanical equipment, heating, electrical, ventilating, plumbing, and air conditioning equipment shall immediately transfer and become the property of Village upon termination or expiration of this Lease and/or the Ground Lease between Landlord and the Village. Landlord shall have no further rights of ownership in any of the foregoing assets at such time as this Lease or the Ground Lease is terminated or expires. Village reserves the right, but not the obligation, to direct Landlord to remove any of the improvements or personal property placed on the property at Landlord's expense on termination of this Lease, and upon Landlord's failure to do so, Village may do so and dispose of any such property in any manner whatsoever without any requirement of accounting to the Landlord. Upon such ownership transfer from Landlord to Village all obligations of Village to Landlord under the Ground Lease are also terminated. Tenant hereby grants the Village power of attorney to execute, sign, legally bind, and/or record any and all documents reasonable or necessary for documentation of the ownership transfer of the building and all improvements from Little Chute Diamond Club, Inc. to the Village, including but not limited to such things as bill of sale or transfer, deeds, and lease termination documentation.

13. **Village First Right to Negotiate.** If Landlord ever desires to sell or otherwise convey the building and improvements owned by Landlord located on land owned by the Village, Landlord shall notify the Village Administrator of such intentions. Before Landlord negotiates with any other person or entity for the sale or transfer of the building and improvements, Landlord shall negotiate in good faith with the Village for a period of not less than sixty (60) days to determine

whether or not Landlord and Village can reach mutually acceptable terms for the sale and transfer of the building and improvements to the Village. If at the end of sixty (60) days mutually acceptable terms cannot be reached Landlord may attempt to sell the building improvements to other third parties, but any such sale efforts remain subject to the Village's right of first refusal set forth in paragraph 13 below.

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

15. **Surrender/Possession.** Upon termination of the Lease the Village shall surrender possession of the Leased Premises to the Landlord peaceably and in good condition and repair as required in accordance with this Lease.

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

17. **Use.** The Leased Premises may be used for any Village purpose unconditionally and without any restrictions, and the purposes of any assignee, from which purposes the Village may benefit in any manner.

18. **Alterations and Improvements.** The Village may make any alterations, additions, or improvements on or within the Leased Premises, which are reasonable or necessary for Village purposes, all of which Landlord hereby grants advance consent given notice to the Village.

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

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

21. **Parties and Property Bound.** This Agreement is binding on the parties hereto and their respective and successors and assigns, if any. Upon any sale of the building and improvements by Landlord, to any party other than the Village, the building and improvements and all successor

owner(s) remain subject to all terms and conditions of this Lease, and also subject to all terms and conditions of the Ground Lease between Landlord and the Village.

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

Dated and effective this _____ day of _____, 2017.

LANDLORD:

TENANT:

LITTLE CHUTE DIAMOND CLUB, INC.

VILLAGE OF LITTLE CHUTE

BY: _____
John S. Elrick, President

BY: _____
Michael Vanden Berg, President

GROUND LEASE FOR RECREATIONAL BUILDING

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

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

2. **Leased Land.** The Lands subject to this Lease is located at 721 Elm Drive, Little Chute, Wisconsin, and includes approximately 7300 square feet of Land depicted and described on **Exhibit A**, plus non-exclusive use of the grounds, driveways, and parking areas, if any, reasonable or necessary for the full use and enjoyment of the leased Land.

3. **Term/Renewal/Termination.** The term of this Lease is forty (40) years beginning May 1, 2017 ("Commencement Date") and running through May 31, 2057, unless earlier terminated in accordance with the terms of this Lease. This Lease shall also terminate in the event Tenant defaults as described in paragraph 7 below. Upon termination or expiration of the Lease for Building Space between Little Chute Diamond Club, Inc. and the Village this Ground Lease also terminates.

4. **Rent.** The rent shall be One Dollar (\$1.00) per year, payable in one annual installment each year, in advance, beginning on the Commencement Date and due and payable on the anniversary of the Commencement Date each year thereafter.

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

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

- a) Construction of a building on the Land, which building is to be owned by Tenant based upon Tenant's own plans and specifications attached hereto as **Exhibit B**.
- b) The building constructed on the Land may only be used by Tenant for the promotion and facilitation of youth baseball/youth softball in the Village and in support of such baseball activities, games, and tournaments played in the Village and outside of the Village.
- c) A portion of the building consisting of approximately 2145 square feet may be leased to the Village for public purposes pursuant to a separate written lease for

Building Space between the Village and Tenant, in which Village will be tenant and Little Chute Diamond Club, Inc. will be landlord. In addition thereto the lease may provide for periodic use of the remaining portion of the building for Village related purposes.

7. **Default by Tenant.** If the Tenant fails to pay rent when due, or fails to comply with any other term or condition of this Lease, or fails to comply with any term or condition as landlord in the Lease for Building Space with the Village, or fails to make payment when due to the Village under any promissory note, or violates the terms of any mortgage or security agreement, granted by Tenant to the Village, and the failure continues more than thirty (30) days after notice is given by the Village to the Tenant of the nature of default and the requirements of Tenant necessary to cure such default, the Lease shall be deemed in default and the Village shall be entitled to the immediate possession of the Land, and additionally the Village may take ownership, possession, and control of the building and all improvements owned by Tenant, in satisfaction of Tenant's remaining obligations under this Lease in addition to all other rights and remedies available to Village in law or equity. Past due amounts hereunder shall bear interest at ten percent (5%) per annum. Upon termination of this Lease and the Lease for Building Space, Tenant shall immediately vacate the building and all real estate improvements, and also vacate the land leased hereunder from the Village.

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

9. **Ownership Transfer/Power of Attorney.** During the term of this Lease the building and all improvements installed on the land by Tenant are owned by the Tenant. Ownership of all site improvements, building improvements, fixtures, mechanical equipment, heating, electrical, ventilating, plumbing, and air conditioning equipment shall immediately transfer and become the property of Village upon termination of the Lease and/or the Lease for Building Space, whether such Lease termination is due to expiration of the Lease term, default by the Tenant, or any other reason. Tenant shall have no further rights of ownership in any of the foregoing assets at such time as the Lease is terminated. Village reserves the right, but not the obligation, to direct Tenant to remove any of the improvements or personal property placed on the property at Tenant's expense on termination of this Lease, and upon Tenant's failure to do so, Village may do so and dispose of any such property in any manner whatsoever without any requirement of accounting to the Tenant. Upon such ownership transfer from Tenant to Village all obligations of Village to Little Chute Diamond Club, Inc. under the Lease for Building Space are also terminated. Tenant hereby grants the Village power of attorney to execute, sign, legally bind, and/or record any and all documents reasonable or necessary for documentation of the ownership transfer of the building and all improvements from Little Chute Diamond Club, Inc. to the Village, including but not limited to such things as bill of sale or transfer, deeds, and lease termination documentation.

10. **Village Right of First Refusal.** Tenant may not sell, transfer, or convey the building and improvements owned by Tenant located on land owned by the Village without first offering to sell and/or transfer the building and improvements to the Village on the same price and

terms offered by a third party and acceptable to the Tenant. The Village shall have sixty (60) days to elect to acquire the building and improvements on the same price and terms as offered by a third party. A copy of such written third party offer or transfer agreement shall be provided by Tenant to the Village for review and the sixty (60) day time limit shall commence upon receipt of such offer or other transfer agreement. If the Village elects its right to purchase or acquire the building and improvements authorized by this paragraph within sixty (60) days, closing shall take place at the later of the time limit specified in the third party offer or agreement, or sixty (60) days from the date the Village makes its election to purchase or otherwise acquire the building and improvements. The Tenant shall convey title to the building and improvements to the Village at closing free and clear of liens and encumbrances.

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

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

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

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

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

16. **Parties and Property Bound.** This Agreement is binding on the parties hereto and their respective and successors and assigns, if any. Upon any sale of the building and improvements by Tenant, to any party other than the Village, the building and improvements and all successor owner(s) remain subject to all terms and conditions of this Lease, and also subject to all terms and conditions of the Lease for Building Space between Tenant and the Village.

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

Dated and effective this 1st day of July, 2017.

TENANT:

LANDLORD:

LITTLE CHUTE DIAMOND CLUB, INC.

VILLAGE OF LITTLE CHUTE

BY: _____

BY: _____

John S. Elrick, President

Michael Vanden Berg, President

PROMISSORY NOTE

FOR VALUE RECEIVED in the sum of Three Hundred Twenty Thousand Dollars (\$320,000), Little Chute Diamond Club, Inc. (herein "Maker"), hereby promises to pay to the order of Village of Little Chute (herein "Holder"), the sum of Three Hundred Twenty Thousand Dollars (\$320,000), together with interest thereon at two percent (2%) per annum computed from July 1, 2017.

Payments of interest and principal shall be made in annual installments amortized over a period of ten (10) years with ten (10) equal annual payments of interest and principal, payable in the sum of Thirty Five Thousand Six Hundred Twenty Four Dollars and Forty-nine cents (\$35,624.49). The first payment shall be due and payable on April 1, 2018 and subsequent payments are due on the 1st day of April thereafter through the final payment due on April 1, 2027, or until fully paid and satisfied if prepaid.

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

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

If default shall be made on the payment of principal or interest when the same becomes due, and said default continues for more than ten (10) days after written notice of such default is given by Holder to Maker (the "Cure Period"), the entire unpaid principal, together with interest, shall at the option of the Holder hereof, become at once due and payable without any further notice whatever (notice being hereby waived) such option to be exercised at any time after the ten (10) day Cure Period. Maker may cure the default within the ten (10) day Cure Period restoring all of Maker's rights hereunder. Interest on the unpaid balance in the event of default shall accrue after the Cure Period at the rate of seven percent (7%) per annum.

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

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

WITNESS my hand and seal this 1st day of July, 2017.

LITTLE CHUTE DIAMOND CLUB, INC.

BY: _____
John S. Elrick, President

Little Chute Diamond Club

Amount Borrowed: \$ 320,000.00

Annual Rate: 2.00%

Term (Years) 10

Annual Payment \$35,624.49

Total Interest \$ 36,244.89

Total Repayment \$ 356,244.89

Amortization of Loan

Outstanding Balance: \$ 320,000.00

| | <u>Principal</u> | <u>Interest</u> | | | | |
|----------|----------------------|---------------------|---------------|----------------------|--------------|--|
| 7/1/2018 | \$ 29,224.49 | \$ 6,400.00 | \$ 290,775.51 | \$ 35,624.49 | \$ 29,844.89 | |
| 7/1/2019 | \$ 29,808.98 | \$ 5,815.51 | \$ 260,966.53 | \$ 35,624.49 | \$ 24,029.38 | |
| 7/1/2020 | \$ 30,405.16 | \$ 5,219.33 | \$ 230,561.37 | \$ 35,624.49 | \$ 18,810.05 | |
| 7/1/2021 | \$ 31,013.26 | \$ 4,611.23 | \$ 199,548.11 | \$ 35,624.49 | \$ 14,198.82 | |
| 7/1/2022 | \$ 31,633.53 | \$ 3,990.96 | \$ 167,914.59 | \$ 35,624.49 | \$ 10,207.86 | |
| 7/1/2023 | \$ 32,266.20 | \$ 3,358.29 | \$ 135,648.39 | \$ 35,624.49 | \$ 6,849.57 | |
| 7/1/2024 | \$ 32,911.52 | \$ 2,712.97 | \$ 102,736.87 | \$ 35,624.49 | \$ 4,136.60 | |
| 7/1/2025 | \$ 33,569.75 | \$ 2,054.74 | \$ 69,167.12 | \$ 35,624.49 | \$ 2,081.86 | |
| 7/1/2026 | \$ 34,241.15 | \$ 1,383.34 | \$ 34,925.97 | \$ 35,624.49 | \$ 698.52 | |
| 7/1/2027 | \$ 34,925.97 | \$ 698.52 | \$ (0.00) | \$ 35,624.49 | \$ 0.00 | |
| | \$ 320,000.00 | \$ 36,244.89 | | \$ 356,244.89 | | |

AMENDMENT TO
THIRD AMENDMENT TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE VILLAGE OF LITTLE CHUTE, WISCONSIN,
AND
PRAIRIEWATER PLACE, LLC AS ASSIGNEE FROM
CROSSWINDS DEVELOPMENT, LLC

This Amendment to Third Amendment to Development Agreement is made and entered into **as of the date last signed below** by and between the VILLAGE OF LITTLE CHUTE, Wisconsin, a Wisconsin municipal corporation with its principal offices located at 108 West Main Street, Little Chute, Wisconsin 54140 (hereinafter "VILLAGE"), and PRAIRIEWATER PLACE, LLC a Wisconsin limited liability company with its principal offices located at 1300 N. Kimps Ct., Green Bay, Wisconsin 54313 (hereinafter "DEVELOPER" for purposes of Development Area IV only). Crosswinds Development, LLC is party hereto for purposes of the assignment to Prairiewater Place, LLC.

PURPOSE OF AMENDING THIRD AMENDMENT

The purpose of amending the Third Amendment is that the Village has now been able to remove or otherwise mitigate the wetlands as required in paragraphs 4 and 5 of the Third Amendment for newly created Phase IV Closing Area, consisting of Lot 2 only as described below which will be developed as multi-family residential property.

Accordingly, Developer and the Village have now created Lot 1 and Lot 2 of Certified Survey Map No. 7275; however, the Phase IV Closing Area for multi-family will only consist of Lot 1, not Lot 2, attached as shown on the attached Exhibit A. The Third Amendment remains in full force and effect except as amended below.

An additional feature of this Amendment is that Crosswinds Development, LLC ("Crosswinds") is being replaced by Prairiewater Place, LLC ("Prairiewater") as "Development" for purposes of Development Area IV.

Terms of Amendment to Third Amendment

1. **Assignment and Assumption.** Crosswinds hereby assigns to Prairiewater and Prairiewater hereby assumes from Crosswinds, all rights and obligations pursuant to the original Development Agreement between the Village and Crosswinds, and all amendments thereto, but only with respect to the redefined Development Area IV described below. The Village consents to this assignment and assumption.

2. **Purchase/Development Area IV Redefined.** Developer will purchase Lot 1 consisting of approximately 9.238 acres from the Village on or before April 21, 2017 for a total price of \$277,140. Lot 1 shall constitute Development Area IV without Lot 2.

3. **Building Commitments on Lot 1.** Developer commits to build 96 residential units in a total of 8 buildings with a value of not less than \$75,000 per unit on Lot 1 to be completed no later than the December 31, 2018.

4. **Incentives/Increment Description for Lot 1.** The two incentives involved for Lot 1 are first, the purchase price at \$30,000 per acre, and second, a payment to Developer of 35% of the tax increment created by the multi-family development paid in accordance with **Exhibit B** attached for reference, as may be adjusted based on actual development valuation and actual increment generated.

5. **Elimination of Further Wetlands Mitigation.** This Amendment is made based upon, and subject to, completion of the wetlands mitigation process with the Wisconsin Department of Natural Resources for Lot 1, which will allow the development described herein on Lot 1.

6. **Ratification of Other Third Amendment Terms.** All other terms of the Third Amendment remain in full force and effect except to the extent modified by this Amendment.

7. **Ratification of Other Terms of the Development Agreement.** All other terms and conditions of the Development Agreement remain in full force and effect except to the extent modified herein or inconsistent herewith.

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

Dated this _____ day of _____, 2017.

CROSSWINDS DEVELOPMENT, LLC

By: _____
Jeffrey T. Marlow, Managing Member

Dated this _____ day of _____, 2017.

PRAIRIEWATER PLACE, LLC

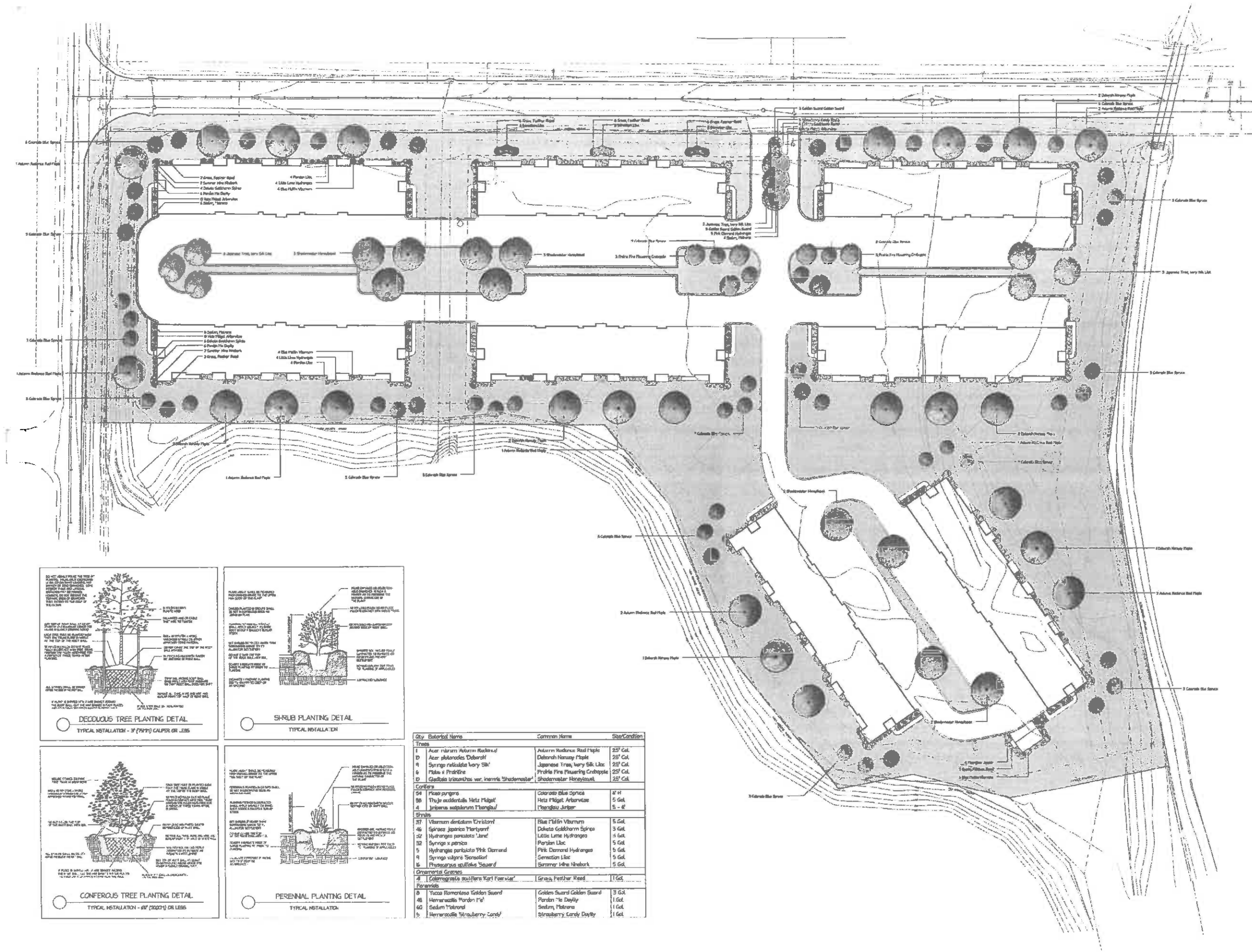
By: _____
Jeffrey T. Marlow, Managing Member

Dated this _____ day of _____, 2017.

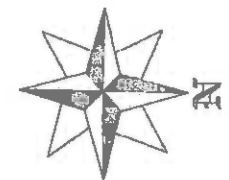
VILLAGE OF LITTLE CHUTE

By: _____
Michael Vanden Berg, Village President

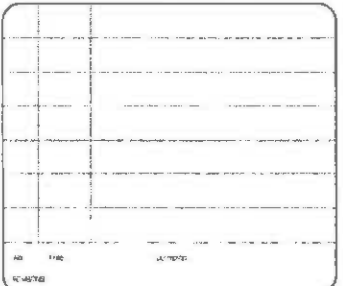
By: _____
Laurie Decker, Village Clerk



- FINE GRADE, DRILL, FILL AND SPRAY HYDROMULCH OVER ALL TURF AREAS
- INSTALL WEED BARRIER AND STONE MULCH IN ALL PLANTING BEDS THAT ARE ADJACENT TO BUILDINGS AND DUMPSTER END CURBS. INSTALL MULCH IN SIGNAGE BEDS AND PLANTING BEDS ALONG CHERRYVALE AVE.
- INSTALL ACE OF DIAMOND 24" X 24" PLASTIC COMMERCIAL GRADE EDGING AROUND ALL PLANTING BEDS
- ALL TREES THAT ARE NOT LOCATED IN A PLANTING BEDS WILL HAVE A 3" DIA. MULCH RING AT THE BASE OF THE TREE. ALL TREES WILL BE STAKED. MULCH WILL BE PERFORMANCE BROWN MULCH FROM TLD HODD PRODUCTS SEYMOUR, WI
- ALL PLANT MATERIAL WILL BE OF THE HIGHEST QUALITY AND WILL ADHERE TO THE STANDARDS FOR NURSERY STOCK SET BY THE AMERICAN HORTICULTURAL INDUSTRY ASSOCIATION



0 20 40 80
SCALE IN FEET



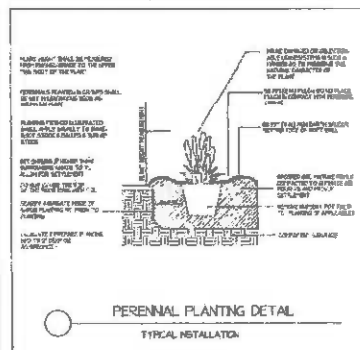
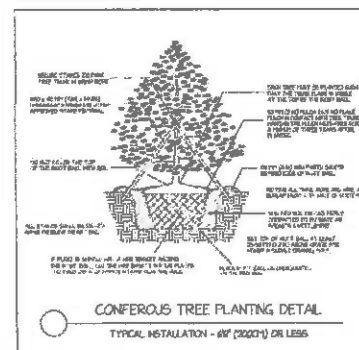
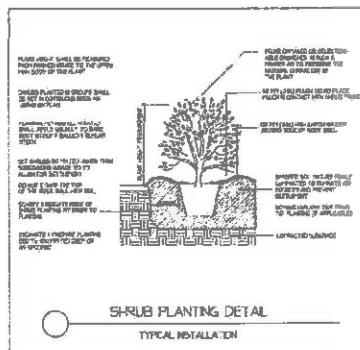
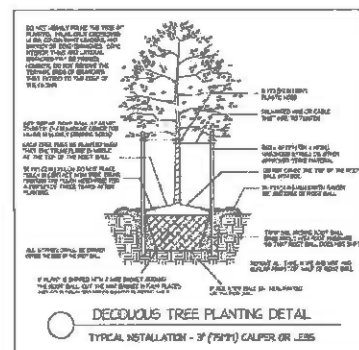
2750 Little Rapids Rd.
De Pere, WI 54115
920.983.8432

Lexington Homes:
Prainiewaters

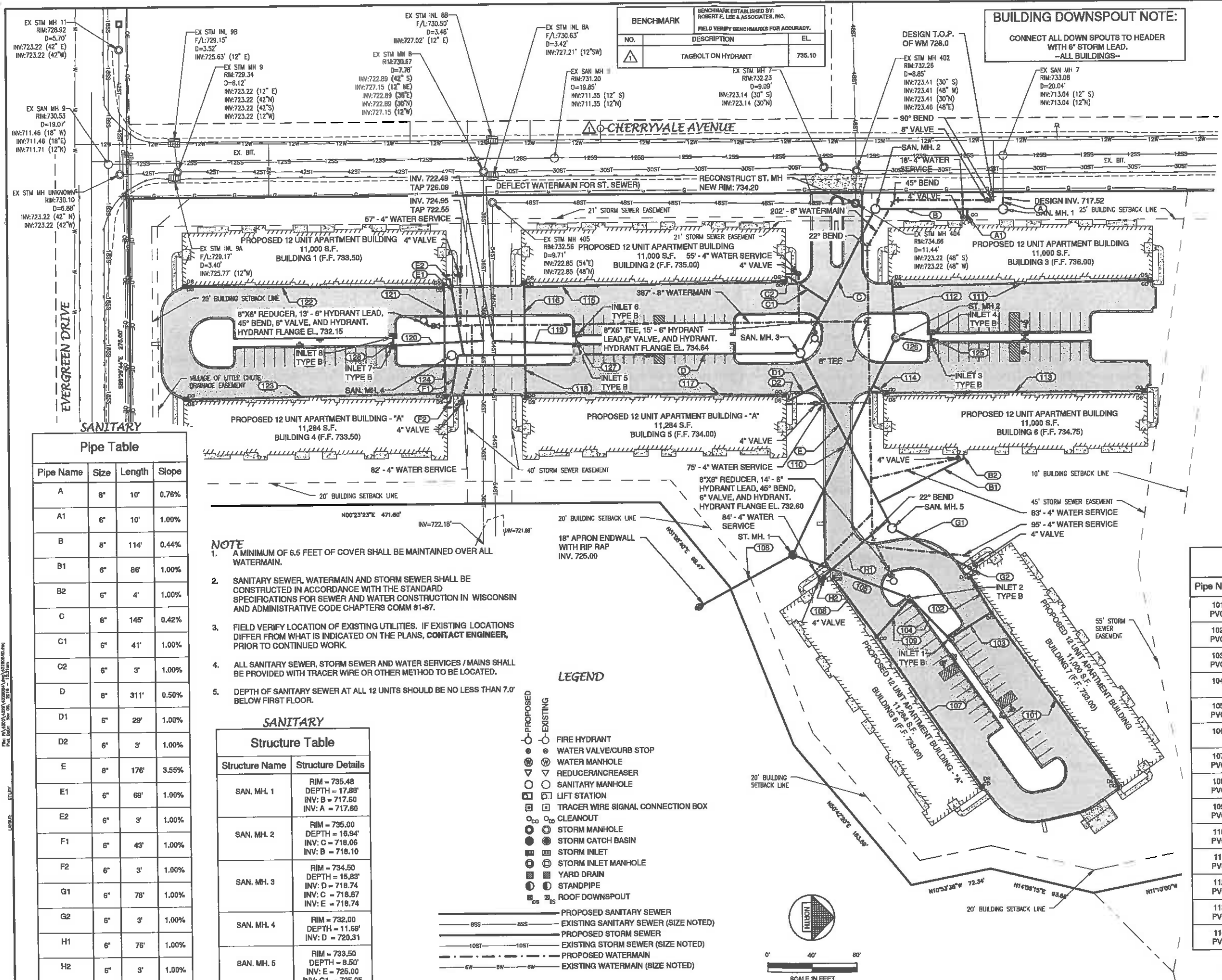
Little Chute, WI

| | | | |
|------------|----------|------|--|
| SCALE | 1" = 40' | DATE | |
| BY | RM | DATE | |
| CHECKED BY | MM | DATE | |
| DATE | 1-3-16 | DATE | |
| DATE | | DATE | |

Prepared by DYNACORP



| Qty | Botanical Name | Common Name | Size/Condition |
|---------------------------|--|---------------------------------|----------------|
| Trees | | | |
| 1 | Acer rubrum Autumn Redleaf | Autumn Redness Red Maple | 25' Cal. |
| 1 | Acer platanoides Debut | Debut Norway Maple | 25' Cal. |
| 1 | Syringa reticulata hory silk | Japanese Tree, hory Silk Lilac | 25' Cal. |
| 1 | Malus x Prunifera | Pinkie Fine Flowering Crabapple | 25' Cal. |
| 1 | Gladiolus iridodentatus var. inermis 'Shademaster' | Shademaster Honeycreeper | 25' Cal. |
| Conifers | | | |
| 54 | Picea pungens | Colorado Blue Spruce | 4' H |
| 58 | Thuja occidentalis 'Hetz Midget' | Hetz Midget Arborvitae | 5' Cal. |
| 4 | Juniperus squarrosa 'Tomball' | Tomball Juniper | 5' - 6' |
| Shrubs | | | |
| 37 | Viburnum dentatum 'Christall' | Blue Platin Viburnum | 5' Cal. |
| 46 | Spirea japonica 'Marianne' | Dakota Goldspirea | 3' Cal. |
| 52 | Hydrangea paniculata 'Lone' | Little Lime Hydrangea | 4' Cal. |
| 32 | Syringa x persica | Persian Lilac | 5' Cal. |
| 5 | Hydrangea paniculata 'Pink Diamond' | Pink Diamond Hydrangea | 5' Cal. |
| 1 | Syringa vulgaris 'Sensation' | Sensation Lilac | 5' Cal. |
| 15 | Physocarpus opulifolius 'Sauer' | Summer White Nivea | 5' Cal. |
| Ornamental Grasses | | | |
| 4 | Calamagrostis canadensis 'Karl Foerster' | Grass, Feather Reed | 1' Cal. |
| Perennials | | | |
| 8 | Yucca filamentosa 'Golden Sward' | Golden Sward Golden Sward | 3' Cal. |
| 48 | Hemerocallis 'Pardon Me' | Pardon Me Daylily | 1' Cal. |
| 40 | Sedum 'Tideland' | Sedum, Tideland | 1' Cal. |
| 5 | Hemerocallis 'Strawberry Candy' | Strawberry Candy Daylily | 1' Cal. |



| BENCHMARK | | |
|---|--------------------|--------|
| BENCHMARK ESTABLISHED BY: ROBERT E. LEE & ASSOCIATES, INC. | | |
| FIELD VERIFY BENCHMARKS FOR ACCURACY. | | |
| NO. | DESCRIPTION | EL. |
| 1 | TAGBOLT ON HYDRANT | 735.10 |

BUILDING DOWNSPOUT NOTE:
CONNECT ALL DOWNSPOUTS TO HEADER
WITH 6" STORM LEAD.
-ALL BUILDINGS-

| STORM Structure Table | |
|------------------------------|--|
| Structure Name | Structure Details |
| INLET 1 TYPE B | RIM = 731.33 DEPTH = 4.96' INV: 103 = 726.37 INV: 104 = 726.37 |
| INLET 2 TYPE B | RIM = 731.13 DEPTH = 5.01' INV: 104 = 726.12 INV: 105 = 726.12 INV: 109 = 726.12 |
| INLET 3 TYPE B | RIM = 732.61 DEPTH = 4.66' INV: 125 = 727.92 INV: 126 = 727.92 |
| INLET 4 TYPE B | RIM = 733.94 DEPTH = 5.94' INV: 125 = 728.00 |
| INLET 5 TYPE B | RIM = 733.15 DEPTH = 5.25' INV: 127 = 727.90 INV: 119 = 727.80 |
| INLET 6 TYPE B | RIM = 732.96 DEPTH = 5.00' INV: 127 = 727.98 |
| INLET 7 TYPE B | RIM = 732.92 DEPTH = 5.28' INV: 128 = 727.67 INV: 120 = 727.64 |
| INLET 8 TYPE B | RIM = 731.73 DEPTH = 4.00' INV: 128 = 727.73 |
| ST. MH. 2 OPEN BEEHIVE GRATE | RIM = 731.60 DEPTH = 4.00' INV: 110 = 727.60 INV: 126 = 727.60 INV: 112 = 727.60 |
| ST. MH. 1 OPEN BEEHIVE GRATE | RIM = 731.00 DEPTH = 5.54' INV: 108 = 725.46 INV: 105 = 725.48 INV: 110 = 725.88 |

| Pipe Table | | | |
|------------|------|--------|-------|
| Pipe Name | Size | Length | Slope |
| A | 8" | 10' | 0.76% |
| A1 | 6" | 10' | 1.00% |
| B | 8" | 114' | 0.44% |
| B1 | 6" | 86' | 1.00% |
| B2 | 6" | 4' | 1.00% |
| C | 8" | 145' | 0.42% |
| C1 | 6" | 41' | 1.00% |
| C2 | 6" | 3' | 1.00% |
| D | 6" | 311' | 0.50% |
| D1 | 6" | 29' | 1.00% |
| D2 | 6" | 3' | 1.00% |
| E | 8" | 176' | 3.55% |
| E1 | 6" | 69' | 1.00% |
| E2 | 6" | 3' | 1.00% |
| F1 | 6" | 43' | 1.00% |
| F2 | 6" | 3' | 1.00% |
| G1 | 6" | 78' | 1.00% |
| G2 | 6" | 3' | 1.00% |
| H1 | 6" | 76' | 1.00% |
| H2 | 6" | 3' | 1.00% |

- NOTE**
- A MINIMUM OF 6.5 FEET OF COVER SHALL BE MAINTAINED OVER ALL WATERMAIN.
 - SANITARY SEWER, WATERMAIN AND STORM SEWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN AND ADMINISTRATIVE CODE CHAPTERS COMM 81-87.
 - FIELD VERIFY LOCATION OF EXISTING UTILITIES. IF EXISTING LOCATIONS DIFFER FROM WHAT IS INDICATED ON THE PLANS, CONTACT ENGINEER, PRIOR TO CONTINUED WORK.
 - ALL SANITARY SEWER, STORM SEWER AND WATER SERVICES / MAINS SHALL BE PROVIDED WITH TRACER WIRE OR OTHER METHOD TO BE LOCATED.
 - DEPTH OF SANITARY SEWER AT ALL 12 UNITS SHOULD BE NO LESS THAN 7'0" BELOW FIRST FLOOR.

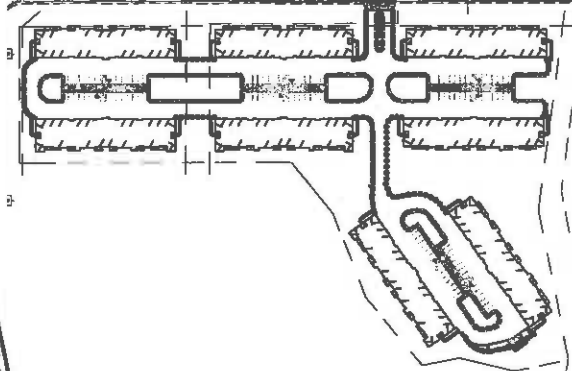
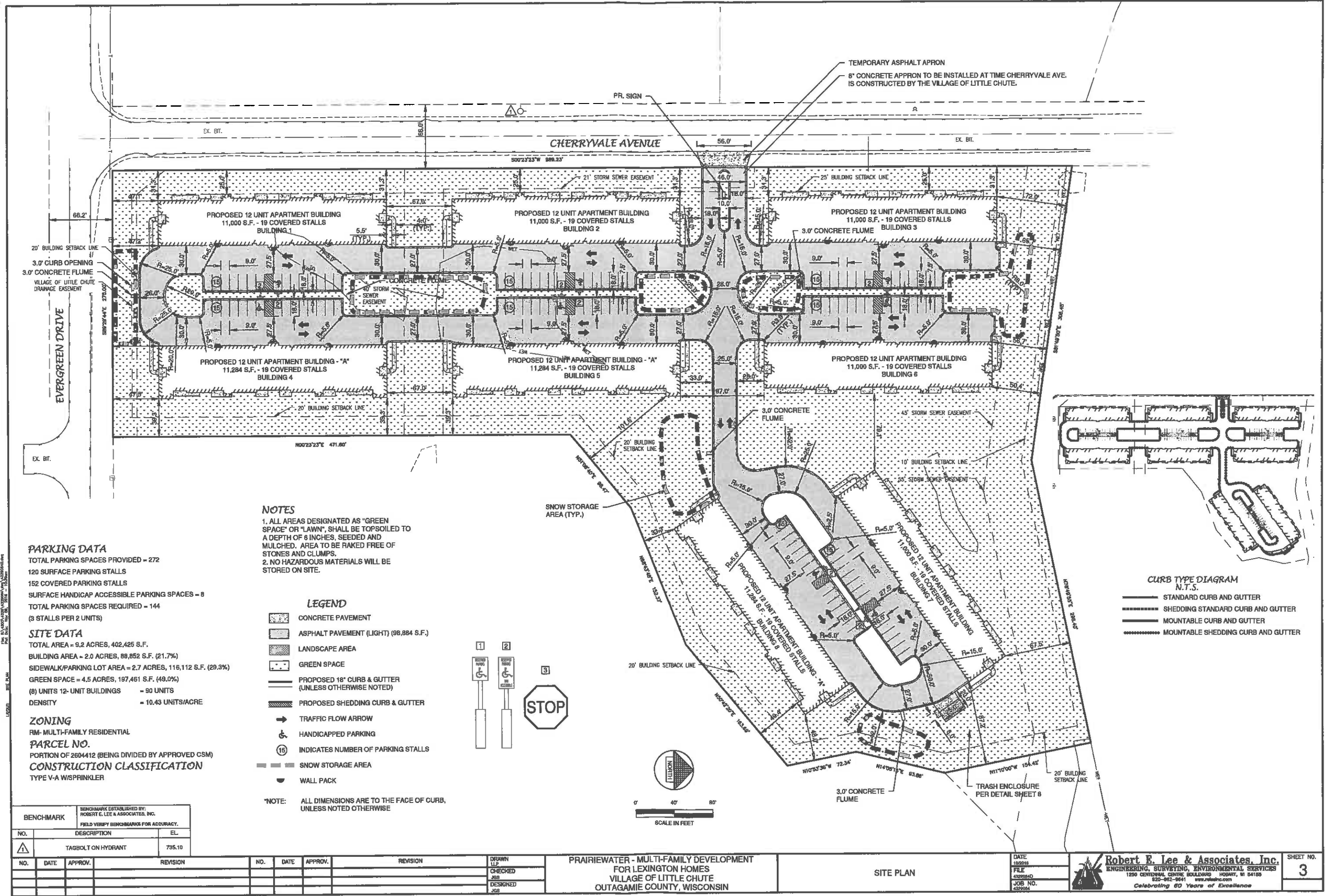
| SANITARY Structure Table | |
|--------------------------|---|
| Structure Name | Structure Details |
| SAN. MH. 1 | RIM = 735.48 DEPTH = 17.88' INV: B = 717.60 INV: A = 717.60 |
| SAN. MH. 2 | RIM = 735.00 DEPTH = 16.94' INV: C = 718.06 INV: B = 718.10 |
| SAN. MH. 3 | RIM = 734.50 DEPTH = 15.83' INV: D = 718.74 INV: C = 718.67 INV: E = 718.74 |
| SAN. MH. 4 | RIM = 732.00 DEPTH = 11.69' INV: D = 720.31 |
| SAN. MH. 5 | RIM = 733.50 DEPTH = 8.50' INV: E = 725.00 INV: G1 = 725.05 |

- LEGEND**
- PROPOSED
 - EXISTING
 - FIRE HYDRANT
 - WATER VALVE/CURB STOP
 - WATER MANHOLE
 - REDUCER/INCREASER
 - SANITARY MANHOLE
 - LIFT STATION
 - TRACER WIRE SIGNAL CONNECTION BOX
 - CLEANOUT
 - STORM MANHOLE
 - STORM CATCH BASIN
 - STORM INLET
 - STORM INLET MANHOLE
 - YARD DRAIN
 - STANDPIPE
 - ROOF DOWNSPOUT
 - PROPOSED SANITARY SEWER
 - EXISTING SANITARY SEWER (SIZE NOTED)
 - PROPOSED STORM SEWER
 - EXISTING STORM SEWER (SIZE NOTED)
 - PROPOSED WATERMAIN
 - EXISTING WATERMAIN (SIZE NOTED)

| STORM Pipe Table | | | |
|------------------|------|--------|-------|
| Pipe Name | Size | Length | Slope |
| 101 PVC | 8" | 193' | 1.00% |
| 102 PVC | 8" | 37' | 1.00% |
| 103 PVC | 8" | 44' | 5.86% |
| 104 | 12" | 50' | 0.50% |
| 105 PVC | 12" | 112' | 0.57% |
| 106 | 18" | 92' | 0.50% |
| 107 PVC | 8" | 164' | 1.00% |
| 108 PVC | 8" | 65' | 1.00% |
| 109 PVC | 8" | 46' | 0.50% |
| 110 PVC | 12" | 215' | 0.80% |
| 111 PVC | 8" | 229' | 0.75% |
| 112 PVC | 12" | 49' | 0.50% |
| 113 PVC | 8" | 230' | 0.75% |
| 114 PVC | 8" | 14' | 0.50% |

| STORM Pipe Table | | | |
|------------------|------|--------|-------|
| Pipe Name | Size | Length | Slope |
| 115 PVC | 8" | 231' | 0.75% |
| 116 PVC | 8" | 53' | 0.75% |
| 117 PVC | 8" | 230' | 0.75% |
| 118 PVC | 8" | 49' | 0.75% |
| 119 | 12" | 73' | 7.36% |
| 120 | 12" | 81' | 3.32% |
| 121 PVC | 8" | 51' | 1.00% |
| 122 PVC | 8" | 231' | 0.75% |
| 123 PVC | 8" | 231' | 0.75% |
| 124 PVC | 8" | 48' | 1.00% |
| 125 PVC | 12" | 8' | 1.00% |
| 126 PVC | 12" | 32' | 1.00% |
| 127 PVC | 12" | 7' | 0.75% |
| 128 PVC | 12" | 7' | 0.75% |

* DOWNSPOUT LEADS ARE NOT INCLUDED IN THE STORM TABLE BUT SHALL BE INSTALLED BY THE UTILITY CONTRACTOR.



NOTES
1. ALL AREAS DESIGNATED AS "GREEN SPACE" OR "LAWN", SHALL BE TOPSOILED TO A DEPTH OF 6 INCHES, SEEDED AND MULCHED. AREA TO BE RAKED FREE OF STONES AND CLUMPS.
2. NO HAZARDOUS MATERIALS WILL BE STORED ON SITE.

- LEGEND**
- CONCRETE PAVEMENT
 - ASPHALT PAVEMENT (LIGHT) (98,884 S.F.)
 - LANDSCAPE AREA
 - GREEN SPACE
 - PROPOSED 18" CURB & GUTTER (UNLESS OTHERWISE NOTED)
 - PROPOSED SHEDDING CURB & GUTTER
 - TRAFFIC FLOW ARROW
 - HANDICAPPED PARKING
 - INDICATES NUMBER OF PARKING STALLS
 - SNOW STORAGE AREA
 - WALL PACK

NOTE: ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS NOTED OTHERWISE

PARKING DATA
TOTAL PARKING SPACES PROVIDED = 272
120 SURFACE PARKING STALLS
152 COVERED PARKING STALLS
SURFACE HANDICAP ACCESSIBLE PARKING SPACES = 8
TOTAL PARKING SPACES REQUIRED = 144
(3 STALLS PER 2 UNITS)

SITE DATA
TOTAL AREA = 9.2 ACRES, 402,425 S.F.
BUILDING AREA = 2.0 ACRES, 88,852 S.F. (21.7%)
SIDEWALK/PARKING LOT AREA = 2.7 ACRES, 116,112 S.F. (29.3%)
GREEN SPACE = 4.5 ACRES, 197,461 S.F. (49.0%)
(8) UNITS 12- UNIT BUILDINGS = 90 UNITS
DENSITY = 10.43 UNITS/ACRE

ZONING
RM- MULTI-FAMILY RESIDENTIAL

PARCEL NO.
PORTION OF 2604412 (BEING DIVIDED BY APPROVED CSM)

CONSTRUCTION CLASSIFICATION
TYPE V-A W/SPRINKLER

| BENCHMARK | | |
|--|--------------------|--------|
| BENCHMARK ESTABLISHED BY: ROBERT E. LEE & ASSOCIATES, INC. FIELD VERIFY BENCHMARKS FOR ACCURACY. | | |
| NO. | DESCRIPTION | EL. |
| 1 | TAGBOLT ON HYDRANT | 735.10 |

| NO. | DATE | APPROV. | REVISION | NO. | DATE | APPROV. | REVISION |
|-----|------|---------|----------|-----|------|---------|----------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

DRAWN
LJP

CHECKED
JES

DESIGNED
JES

PRAIRIEWATER - MULTI-FAMILY DEVELOPMENT
FOR LEXINGTON HOMES
VILLAGE OF LITTLE CHUTE
OUTAGAMIE COUNTY, WISCONSIN

SITE PLAN

DATE
10/29/18
FILE
4320040
JOB NO.
4320044

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD HOBAK, WI 54103
820-962-9641 www.releeinc.com
Celebrating 60 Years of Excellence

SHEET NO.
3

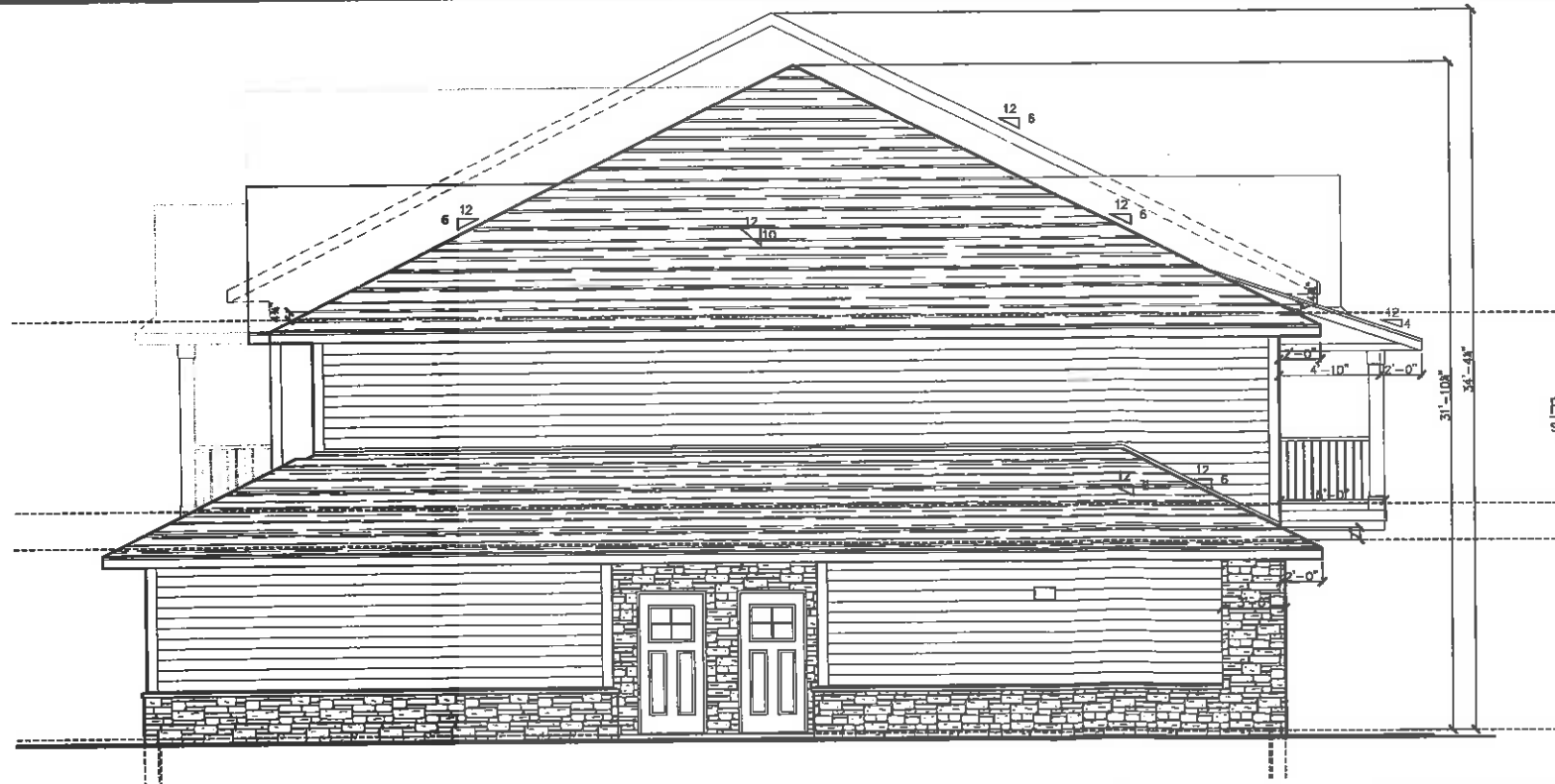


COMPOSITE INTERIOR ELEVATION
SCALE: 1/8" = 1'-0"

GENERAL NOTE:
EXTERIOR MATERIAL ON FACE OF
BUMP OUT BELONGS ON RETURN
SURFACES NOT SEEN IN
ELEVATION



DETAILED INTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



LaPlant
Architecture, LLC

EMAIL: laplantarchitecture@yahoo.com
OFFICE: 526 WILLARD DRIVE
GREEN BAY, WISCONSIN
MAILING: 1582 RUSTIC WAY
GREEN BAY, WISCONSIN 54313
Telephone: (920) 737-9769



LEXINGTON
-HOMES-
Building Neighborhoods
One Home at a Time

OFFICE: 1300 North Kings Ct.
GREEN BAY, WISCONSIN 54313
Telephone: (920) 662-1611
Fax: (920) 662-8204
EMAIL: gndls@lexingtonneighborhoods.com
WEB: lexingtonneighborhoods.com

"A"
12 Unit Prairiewater Place
Attached Garage Townhomes
Little Chute, Wisconsin
12 Unit Coach and Townhomes - # 451467
These plans are copyrighted by LaPlant Architecture, LLC
and Lexington Homes, Inc.
No reproduction without written permission. Date: 2016

| REVISION | DATE |
|----------|------------|
| 1 | 10-22-2016 |
| | |
| | |
| | |

DATE
9/20/2016
PROJECT NO.
451467
SHEET
A
1.2

Village of Little Chute
REQUEST FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: Municipal Services Building – April 2017 Update

PREPARED BY: James P. Fenlon, Administrator

REPORT DATE: April 13, 2017

ADMINISTRATOR'S REVIEW/COMMENTS: (See Below)

EXPLANATION: Between now and completion of the project, staff will provide monthly updates as it pertains to schedule, invoices, change orders and physical appearance. In order to provide up to date information meant to keep the Board and public informed, we will be distributing:

- Schedule – This is the three week construction schedule produced by Miron and used to ensure adherence between activities. The attached schedule is from April 10th and through April 28th.
- Application and Certificate for Payment – This four page document shows the contract totals and current work completed to date by contract number. Other items of information include retainage and balance to finish. This is the second payment application we have received to date.
- The final document included in this packet is the overview of contingency and change order summary. This includes negative and positive change orders included through Tuesday, April 11, 2017.
- Lastly, the Director of Public Works will present current photos in a slide show format at the Board meeting.

If there is information you would like to see in addition to this package, please let myself or Director Elrick know.

RECOMMENDATION: Provided for information.



Little Chute Municipal Services Building THREE WEEK CONSTRUCTION SCHEDULE

For the period of **4/10/2017** - THRU - **4/28/2017**

| DATES | 4/10 | 4/11 | 4/12 | 4/13 | 4/14 | 4/15 | 4/16 | 4/17 | 4/18 | 4/19 | 4/20 | 4/21 | 4/22 | 4/23 | 4/24 | 4/25 | 4/26 | 4/27 | 4/28 |
|---|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| ACTIVITY | M | T | W | TH | F | S | S | M | T | W | TH | F | SA | SU | M | T | W | TH | F |
| PRECAST - Continental | | | | | | | | | | | | | | | | | | | |
| Grout hollow core plank at Mezz. 3 | X | | | | | | | | | | | | | | | | | | |
| Grout hollow core plank at Wash Bay | X | | | | | | | | | | | | | | | | | | |
| Pin hollow core plank at walls | X | X | | | | | | | | | | | | | | | | | |
| Detail precast welds | X | X | | | | | | | | | | | | | | | | | |
| Clean up/demobilize | | | X | | | | | | | | | | | | | | | | |
| Patch precast walls | | | | | | | | | | | | | | | X | X | X | | |
| Power wash precast walls | | | | | | | | | | | | | | | | | | X | X |
| STRUCTURAL STEEL - SPE | | | | | | | | | | | | | | | | | | | |
| Receive joist & deck phase 2 | X | | | | | | | | | | | | | | | | | | |
| Install joist bearing angle | X | X | X | X | | | | | | | | | | | | | | | |
| Install bar joist at north low roof | X | | | | | | | | | | | | | | | | | | |
| Install structural steel at Repair Bay | X | X | | | | | | | | | | | | | | | | | |
| Install bar joist at north high roof | | X | | | | | | | | | | | | | | | | | |
| Receive joist & deck phase 3 | | | X | | | | | | | | | | | | | | | | |
| Install bar joist at Repair Bay | | | X | X | | | | | | | | | | | | | | | |
| Install structural steel at C line | | | | X | X | | | | | | | | | | | | | | |
| Receive joist & deck phase 4 | | | | | X | | | | | | | | | | | | | | |
| Install bar joist at Shop,Storage,Signs | | | | | | | | X | X | | | | | | | | | | |
| Receive joist & deck phase 5 | | | | | | | | | X | | | | | | | | | | |
| Install bar joist at Lg. Term Parking | | | | | | | | | X | X | | | | | | | | | |
| Detail roof openings at n. bar joist | | | | | | | | | | X | X | X | | | | | | | |
| Receive joist & deck phase 6 | | | | | | | | | | | X | | | | | | | | |
| Install structural steel at D line | | | | | | | | | | | X | X | | | | | | | |
| Install bar joist at Vehicle Bay e. side | | | | | | | | | | | | X | | | X | X | | | |
| Detail roof openings at e. bar joist | | | | | | | | | | | | | | | X | X | X | | |
| Lay roof decking at north roofs | | | | | | | | | | | | | | | X | X | X | | |
| Install structural steel at E line | | | | | | | | | | | | | | | | X | X | | |
| Install bar joist at Vehicle Bay w. side | | | | | | | | | | | | | | | | | X | X | X |
| Lay roof decking at east roofs | | | | | | | | | | | | | | | | | X | X | X |
| GENERAL TRADES - IEI | | | | | | | | | | | | | | | | | | | |
| Install roof blocking at north roofs | | | | | | | | | | | | | | | | | | X | X |
| ELECTRICAL - Enterprise Electric | | | | | | | | | | | | | | | | | | | |
| Install parking lot light pole bases | | | | | | | | X | X | X | | | | | | | | | |
| PLUMBING - August Winters & Sons | | | | | | | | | | | | | | | | | | | |
| Rough in storm underground | | | | | | | | | | | | | | | X | X | X | | |
| Pipe roof drains at north roofs | | | | | | | | | | | | | | | | | X | X | X |
| HVAC - Best Mechanical | | | | | | | | | | | | | | | | | | | |
| Set roof curbs at north roofs | | | | | | | | | | | | | | | | | | X | X |
| JOISTS TO DISCUSS | | | | | | | | | | | | | | | | | | | |
| Precast repair/washing/sealing | | | | | | | | | | | | | | | | | | | |
| Roof drain/roof openings layout | | | | | | | | | | | | | | | | | | | |
| MEP rough in pre install meeting | | | | | | | | | | | | | | | | | | | |

162890 Village of Little Chute
PCI TRACKING LOG

| | PCI TYPE | PCI DATE | DATE SUBMITTED | DATE APPROVED | STATUS | DESCRIPTION | SUM |
|---------|---------------------|-----------|----------------|---------------|---------------------------|---|--------------|
| PCI0001 | Project Contingency | 2/3/2017 | 2/3/2017 | 2/6/2017 | Approved - Fully Executed | Light Fixture Alternates | -\$5,042.00 |
| PCI0002 | Project Contingency | 2/3/2017 | 2/3/2017 | 2/6/2017 | Approved - Fully Executed | Change Electric Panic Device | -\$1,482.00 |
| PCI0003 | Project Contingency | 2/28/2017 | 3/2/2017 | 3/2/2017 | Approved - Fully Executed | Reduce qty of windows for precast concrete layout, change finish | -\$3,375.00 |
| PCI0004 | Project Contingency | 2/28/2017 | 3/2/2017 | 3/2/2017 | Approved - Fully Executed | Revise door lock functions per owner review | -\$720.00 |
| PCI0005 | Project Contingency | 3/1/2017 | 3/2/2017 | 3/2/2017 | Approved - Fully Executed | Remove and replace unsuitable soils at building foundations | \$63,443.40 |
| PCI0006 | Project Contingency | 3/1/2017 | 3/2/2017 | 3/2/2017 | Approved - Fully Executed | Costs for delayed start for insulated blanket use on concrete foundations | \$11,377.00 |
| PCI0007 | Project Contingency | 3/1/2017 | 3/2/2017 | 3/2/2017 | Approved - Fully Executed | Tax savings from plumbing package bidder | -\$6,650.00 |
| PCI0008 | Project Contingency | 3/6/2017 | 3/6/2017 | 3/6/2017 | Approved - Fully Executed | Correction to PCI 0007; should be transfer between phase code, no effect on subcontract | \$6,650.00 |
| PCI0009 | Project Contingency | 3/6/2017 | 3/6/2017 | 3/6/2017 | Approved - Fully Executed | Tax savings from plumbing package bidder | -\$6,650.00 |
| PCI0010 | Project Contingency | 3/6/2017 | 3/6/2017 | 3/6/2017 | Approved - Fully Executed | Earthwork Tax Savings | -\$3,836.00 |
| PCI0011 | Project Contingency | 3/6/2017 | 3/6/2017 | 3/6/2017 | Approved - Fully Executed | Precast Concrete Tax Savings | -\$5,521.00 |
| PCI0012 | Project Contingency | 3/9/2017 | 3/10/2017 | 3/14/2017 | Approved - Fully Executed | Revise Asphalt Paving | -\$93,620.00 |
| PCI0013 | Project Contingency | 3/10/2017 | 3/10/2017 | 3/14/2017 | Approved - Fully Executed | Provide 2 Fixed Eye Wash Stations | \$2,479.00 |
| PCI0014 | Project Contingency | 3/10/2017 | 3/10/2017 | 3/14/2017 | Approved - Fully Executed | Testing Allowance for Unsuitable Soils | \$10,500.00 |
| PCI0015 | Project Contingency | 3/14/2017 | 3/14/2017 | 3/14/2017 | Approved - Fully Executed | Add Door Closer to Door 103A | \$286.00 |
| PCI0016 | Project Contingency | 3/15/2017 | 3/15/2017 | 3/22/2017 | Approved - Fully Executed | Revise HVAC Controls | \$10,655.70 |
| PCI0018 | Project Contingency | 3/23/2017 | 3/23/2017 | 4/3/2017 | Approved - Fully Executed | Helical Screw Anchors | \$12,168.40 |

**162890 Village of Little Chute
CONTINGENCY & ALLOWANCE PCI SUMMARY**

| Description | Original Amount | Approved - Full Execution | Amount Remaining | Open | Submitted | Total Pending | Amount Remaining |
|---------------------|----------------------|---------------------------|----------------------|-------------|-------------|---------------|----------------------|
| Project Contingency | \$ 279,563.00 | \$ 25,995.93 | \$ 253,567.07 | \$ - | \$ - | \$ - | \$ 253,567.07 |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 279,563.00 | \$ 25,995.93 | \$ 253,567.07 | \$ - | \$ - | \$ - | \$ 253,567.07 |

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 3 PAGES

TO OWNER: Village of Little Chute
108 W Main St
Little Chute, WI
54140

PROJECT: Village of Little Chute Municipal Services Garage
108 W Main St
Little Chute, WI
54140

AIA Document G702

FROM CONTRACTOR: Miron Construction Co., Inc.
PO Box 1372
Green Bay, WI, 54306-1372

ARCHITECT: Kueny Architects
10505 Corporate Dr.
Ste 100
Pleasant Prairie, WI

APPLICATION NO.:2
PERIOD TO :28-FEB-17
PROJECT NOS.:162890

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

CONTRACT FOR: Village of Little Chute Municipal Services Ge

CONTRACT DATE:15-APR-16

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation sheet is attached.

| | | |
|--|----|--------------|
| 1. ORIGINAL CONTRACT SUM | \$ | 6,056,912.00 |
| 2. Net change by change orders | \$ | 0.00 |
| 3. CONTRACT SUM TO DATE (Line1 +/- 2) | \$ | 6,056,912.00 |
| 4. TOTAL COMPLETED & STORED TO DATE | \$ | 1,101,011.85 |
| (Column G on G703) | | |
| 5. RETAINAGE: | | |
| Total retainage Column I of G703) | \$ | 110,101.20 |
| 6. TOTAL EARNED LESS RETAINAGE | \$ | 990,910.65 |
| (Line 4 less Line 5 Total) | | |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT | | |
| (Line 6 from prior Certificate) | \$ | 585,859.26 |
| 8. CURRENT PAYMENT DUE | \$ | 405,051.39 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE .. | | |
| (Line 3 less Line 6) | \$ | 5,066,001.35 |

| CHANGE ORDER SUMMARY | | ADDITIONS | DEDUCTIONS |
|---|---------------|-----------|------------|
| Change Order approved in previous months by Owner | | 0.00 | 0.00 |
| APPROVED THIS MONTH | | | |
| Number | Date Approved | | |
| | | | |
| CURRENT TOTAL | | 0.00 | 0.00 |
| Net Change by Change Orders | | | 0.00 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Miron Construction Co., Inc.

By: 10/11/2012 Date: March 3, 2013

State of : Wisconsin

County of : Winnebago

Subscribed and sworn to before
me this 03 day of March 2017

Notary Public: Melissa Kussinger

My Commission expires: 24-FEB-20

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ _____
(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Kueny Architects

By : _____ Date : _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET **AIA DOCUMENT G703**
 AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
 Contractor's signed Certification is attached.
 In tabulation below, amounts are stated to the nearest cent.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER : 2
 APPLICATION DATE : 02/28/2017
 PERIOD TO : 02/28/2017
 PROJECT NO : 162890

| A | B | C | D | E | F | G | | H | I |
|----------|---------------------------------------|-----------------|---------------------------|-------------|---------------------------|----------------------------|-------------|-------------------|-----------|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED (D+E) | | MATERIAL PRESENTLY STORED | TOTAL COMPLETED AND STORED | PER-% (G/C) | BALANCE TO FINISH | RETAINAGE |
| | | | FROM PREVIOUS APPLICATION | THIS PERIOD | | | | | |
| 005 | General Conditions | 242,060.00 | 24,206.00 | 24,206.00 | 0.00 | 48,412.00 | 20 | 193,648.00 | 4,841.20 |
| 010 | Insurance | 35,721.00 | 35,721.00 | 0.00 | 0.00 | 35,721.00 | 100 | 0.00 | 3,572.10 |
| 015 | Bonds | 48,072.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 48,072.00 | 0.00 |
| 020 | Builders Risk Insurance | 4,177.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 4,177.00 | 0.00 |
| 025 | Preconstruction Services | 20,000.00 | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 50 | 10,000.00 | 1,000.00 |
| 030 | General Requirements | 80,000.00 | 1,852.75 | 0.00 | 0.00 | 1,852.75 | 2 | 78,147.25 | 185.28 |
| 035 | Plan Reproduction | 5,000.00 | 1,058.23 | 40.78 | 0.00 | 1,099.01 | 22 | 3,900.99 | 109.90 |
| 040 | Electrical & Gas Service Installation | 10,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 10,000.00 | 0.00 |
| 045 | Material Testing | 26,916.00 | 2,815.78 | 0.00 | 0.00 | 2,815.78 | 10 | 24,100.24 | 281.58 |
| 050 | Earthwork | 440,882.00 | 76,343.00 | 82,915.00 | 0.00 | 169,258.00 | 38 | 271,624.00 | 16,925.80 |
| 055 | Asphalt Paving | 304,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 304,500.00 | 0.00 |
| 060 | Site Concrete | 93,900.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 93,900.00 | 0.00 |
| 065 | Site Utility Storm, Sanitary & Water | 137,992.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 137,992.00 | 0.00 |
| 070 | Building Cast-In-Place Concrete | 607,400.00 | 190,686.00 | 33,651.00 | 0.00 | 224,339.00 | 37 | 383,061.00 | 22,433.90 |
| 075 | Precast Concrete | 1,033,280.00 | 280,205.00 | 129,867.75 | 0.00 | 420,072.75 | 41 | 613,187.25 | 42,007.28 |
| 080 | Masonry | 82,600.00 | 0.00 | 29,881.00 | 0.00 | 29,881.00 | 36 | 52,939.00 | 2,966.10 |
| 085 | Structural Steel Materials | 324,745.00 | 0.00 | 25,000.00 | 0.00 | 25,000.00 | 8 | 299,745.00 | 2,500.00 |
| 090 | Steel Erection | 175,700.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 175,700.00 | 0.00 |
| 095 | General Trades | 156,440.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 156,440.00 | 0.00 |
| 100 | Roofing | 286,530.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 286,530.00 | 0.00 |
| 105 | Joint Sealants | 48,300.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 48,300.00 | 0.00 |
| 110 | Overhead Doors | 64,800.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 64,800.00 | 0.00 |
| 115 | Aluminum Windows/Entrances | 75,040.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 75,040.00 | 0.00 |

Miron Construction Co., Inc.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulation below, amounts are stated to the nearest cent.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER : 2

APPLICATION DATE : 02/28/2017

PERIOD TO : 02/28/2017

PROJECT NO : 162890

| A | B | C | D | E | F | G | | H | I |
|------------------------|----------------------|---------------------|---------------------------|-------------------|---------------------------|----------------------------|-------------|---------------------|-------------------|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED (D+E) | | MATERIAL PRESENTLY STORED | TOTAL COMPLETED AND STORED | PER-% (G/C) | BALANCE TO FINISH | RETAINAGE |
| | | | FROM PREVIOUS APPLICATION | THIS PERIOD | | | | | |
| 120 | Drywall/Gypsum Board | 24,900.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 24,900.00 | 0.00 |
| 125 | Tiling | 20,564.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 20,564.00 | 0.00 |
| 130 | Acoustical Ceilings | 8,895.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 8,895.00 | 0.00 |
| 135 | Resilient Flooring | 6,843.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 6,843.00 | 0.00 |
| 140 | Painting | 89,776.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 89,776.00 | 0.00 |
| 145 | Fire Suppression | 62,300.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 62,300.00 | 0.00 |
| 150 | Plumbing | 394,799.00 | 0.00 | 79,400.00 | 0.00 | 79,400.00 | 20 | 315,399.00 | 7,940.00 |
| 155 | HVAC | 249,500.00 | 0.00 | 13,500.00 | 0.00 | 13,500.00 | 5 | 236,000.00 | 1,350.00 |
| 160 | Electrical | 449,157.00 | 0.00 | 9,500.00 | 0.00 | 9,500.00 | 2 | 439,657.00 | 950.00 |
| 165 | Construction Fee | 166,781.00 | 16,065.00 | 12,315.58 | 0.00 | 30,380.58 | 18 | 136,400.42 | 3,038.08 |
| 170 | Project Contingency | 288,087.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 288,087.00 | 0.00 |
| 170.PCI0001 | PCI0001 | -5,042.00 | 0.00 | 0.00 | 0.00 | 0.00 | | -5,042.00 | 0.00 |
| 170.PCI0002 | PCI0002 | -1,482.00 | 0.00 | 0.00 | 0.00 | 0.00 | | -1,482.00 | 0.00 |
| PROJECT TOTAL : | | 6,058,912.00 | 650,854.74 | 450,057.11 | 0.00 | 1,101,011.85 | 18 | 4,955,900.15 | 110,101.20 |



WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by (A) Village of Little Chute to furnish materials for (B) General Construction work, under a purchase order (C) Dated: 04/15/2016 for the improvements of premises described as (D) Village of Little Chute Municipal Services Garage in the municipality of Little Chute

County of Outagamie, State of WI of which Village of Little Chute is the owner.

NOW, THEREFORE, this 03RD day of MARCH, 2017 for and in consideration of the sum of (E) \$405,051.39 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other consideration due or to become due from the owner, on account of materials, fixtures apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said purchase order.



(F) Miron Construction Co., Inc

Melissa Kissinger

Melissa Kissinger

Title: Controller

Village of Little Chute
Department of Public Works

REQUEST FOR BOARD'S CONSIDERATION

ITEM DESCRIPTION: Municipal Service Equipment

REPORT PREPARED BY: Jeff Elrick

REPORT DATE: April 19, 2017

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report: _____
See additional comments attached: _____

EXPLANATION: The Municipal Service Building is moving forward and with that comes equipment that was removed from the contract that will be required in the building. Staff has been working on getting quotes for

| | | |
|--------------------|-----------------------|------------------------|
| Lubrication System | US Petroleum \$45,100 | * Halron \$44,137 |
| Compressor | US Petroleum \$ | Appleton Compressor \$ |
| Vehicle Lift | US Petroleum \$10,936 | Halron \$10,980 |
| Pressure Washer | Hotsy System \$ | HydroClean \$ |

*Halron add +/- \$2,700 for hydraulic hose.

Staff is also working on quotes for an overhead crane, fencing, covered storage area, yard waste bins and salt storage. When we have those items quoted we will present them to the board.

There were some changes needed in the compressor and pressure washer, so the quotes will be available at the meeting.

RECOMMENDATION: Purchase lubrication system from US Petroleum \$45,100 & vehicle lift from US Petroleum \$10,936.

Village of Little Chute
REQUEST FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: Updated MOA with the Fox River Navigational System Authority

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

REPORT DATE: April 13, 2017

ADMINISTRATOR'S REVIEW/COMMENTS:

No additional comments to this report: _____

See additional comments attached: _____

EXPLANATION: In 2016 the Village and the Fox River Navigation System Authority (FRNSA) entered into a MOA for the operation of the canal and Mill Street Bridge along the canal in Little Chute. The Mill Street Bridge was not operational in 2016 and the FRNSA needed to perform maintenance on the lock system and so no boat traffic ran through Little Chute.

In 2017, the FRNSA changed their operational hours to line up with all of the other municipalities and locks along the Fox River. I have included an updated MOA to illustrate the proposed changes. Items that have a slash through them are proposed to be removed. Item's listed in **bold** are proposed to be included in the updated MOA.

ATTACHMENTS: Proposed Changes to the MOA for 2017

RECOMMENDATION: Discussion/Approval of MOA with the Fox River Navigational System Authority.

MEMORANDUM OF AGREEMENT
BETWEEN THE FOX RIVER NAVIGATIONAL SYSTEM AUTHORITY
AND
THE VILLAGE OF LITTLE CHUTE

This partnership agreement is entered into this _____ 2016 2017 by and between the Fox River Navigational System Authority (Authority) and the Village of Little Chute (Village).

WHEREAS, the Authority will begin operation of the ~~two~~ **three** Fox River locks for navigation purposes within the Village of Little Chute for three day weekends and holidays for the months of May, June, July, August, September, & October, and

WHEREAS, the Village will begin operation of the Mill Street bridge to allow boat navigation on the Little Chute canal system for lock operations beginning in ~~2016~~ **2017**, and

WHEREAS, the Authority and the Village can benefit by providing combined lock and bridge operations, now therefore

BE IT RESOLVED, the Authority and the Village agree as follows:

ARTICLE I. General Provisions

- A. The annual navigation season for the Little Chute canal shall run from the first weekend in May through the first weekend in October.
- B. After the first weekend in October intermittent (any day) operation through the season may be required based upon 12 hour notification for special operations.
- C. The lock and bridge tender staffing shall be combined for the Authority and the Village.
- D. ~~There shall be one shift per day of eight hours based upon a noon to 8 p.m. operation.~~ **There shall be one shift per day of twelve hours based upon a 11 a.m. to 11 p.m. operation schedule.**
- E. ~~There shall be an hourly directional operational schedule.~~ **Operation of the bridge and locks will be on signal.**
- F. ~~There shall be two tenders on duty for operations.~~

ARTICLE II. Authority Responsibilities

- A. Staff for lock and bridge operations shall be provided for a total of approximately ~~552~~ **828** person hours. The base rate of pay is \$16.50 per hour **plus benefits**.
- B. Staff shall receive bridge operation training provided by the Village and meet bridge tender qualifications as required by ~~Wisconsin DOT standards.~~ **the Village.**
- C. The Mill Street Bridge shall be operated in conjunction with lock navigational operation.
- D. Daily bridge operation and safety check logs shall be provided for the navigation season.
- E. ~~Fifty percent of one lock/bridge tender cost shall be provided for direct wages.~~ **Fifty percent of one lock/bridge tender cost at a base rate of \$16.50 plus benefits shall be provided.**
- F. Negligence liability insurance coverage and worker's compensation shall be provided for lock/bridge tenders.
- G. Provide uniforms and golf carts for staff. Vehicle supplied by the Authority shall be marked and lighted for safety.
- H. Work with the Village to drain the canal of water after operations during the third week of August so the village can drain the pool. **Once the deep well of the pool is filled, the Authority will refill the canal.**

- I. Work with the Village to drain the canal of water if necessary during the open of the pool in May so the Village can drain and clean the pool. Once the deep well of the pool is filled, the Authority will refill the canal.
- J. Work with the Village to drain the canal of water if any unforeseen mechanical issues arise throughout the operating season. Once the deep well of the pool is filled, the Authority will refill the canal.

ARTICLE III. Village Responsibilities

- A. Training for bridge tending operation shall be provided.
- B. ~~Fifty percent of one lock/bridge tender cost shall be provided for direct wages to be paid at end of season upon receipt of accounting and billing statement from FRNSA.~~ Fifty percent of one lock/bridge tender cost at a base rate of \$16.50 per hour plus benefits shall be paid at the end of the navigation season upon receipt of accounting and billing statement from FRNSA.
- C. Annual, capital and routine bridge maintenance shall be provided.
- D. Comprehensive bridge liability insurance shall be provided to include but not limited to marine, auto, pedestrian and bridge facility impacts.
- E. Allow the Authority to utilize a golf cart along the river trail for lock/bridge tender use for lock to lock operation.
- F. ~~Provide security cameras at the bridge.~~
- G. Provide information warning signs at river trail staff vehicle entry points.
- H. Provide bridge water clearance signs for approaching boats.
- I. Provide contact information for emergency bridge maintenance personnel available weekends, holidays, and weekdays.

ARTICLE IV. Points of Contact

- A. The positions listed below shall be the primary points of contact for communication and coordination of the agreement:

Authority

Chief Executive Officer
Fox River Navigational System Authority
1008 Augustine Street
Kaukauna, WI 54130
920-759-9833

City

Director of Parks, Recreation, & Forestry
Village of Little Chute
108 West Main Street
Little Chute, WI 54140
920-423-3868

ARTICLE V. Amendment and Termination

- A. This agreement may be amended by written agreement of both parties.
- B. Either party may terminate this agreement by written notice giving 100 days' notice.

IN WITNESS THEREOF, the parties therefore have executed this agreement that shall become effective upon the date it is signed and shall renew on the first of the year unless 100 days' notice is given by either party, by the Authority and the Village.

Fox River Navigational System Authority

Village of Little Chute

Date:

Date:

DISBURSEMENT LIST - April 19, 2017

| | |
|---|--------------|
| Payroll & Payroll Liabilities - April 6, 2017 | \$184,476.76 |
| Prepaid Invoices - April 7, 2017 | \$294,789.54 |
| Prepaid Invoices- April 13, 2017 | \$46,933.13 |

| | |
|------------------------------------|--------------|
| Utility Commission- April 18, 2017 | \$331,484.07 |
|------------------------------------|--------------|

CURRENT ITEMS

| | |
|---------------------------|-------------|
| Bills List April 19, 2017 | \$41,854.87 |
|---------------------------|-------------|

| | |
|--|---------------------|
| Total Payroll, Prepaid & Invoices | \$899,538.37 |
|--|---------------------|

The above payments are recommended for approval:

Rejected: _____

Approved April 19, 2017

Michael R Vanden Berg, Village President

Laurie Decker, Clerk

Report Criteria:

Invoice Detail.Voided = {=} FALSE

| Invoice | Description | Total Cost | GL Account |
|---------------------------------------|--|---------------|---------------|
| ACC PLANNED SERVICE INC | | | |
| 18700 | REPLACED BELT AND CHECKED ALIGNMENT | 208.71 | 206-55110-245 |
| Total ACC PLANNED SERVICE INC: | | 208.71 | |
| AMG EMPLOYER SOLUTIONS | | | |
| 355498 | DRUG SCREEN-CROSSING GUARDS | 177.00 | 101-52350-204 |
| 355577 | EAP STANDARD SERVICE | 367.19 | 101-53310-213 |
| Total AMG EMPLOYER SOLUTIONS: | | 544.19 | |
| APPLETON OIL CO INC | | | |
| MARCH 2017 | OFF ROAD DIESEL | 55.18 | 101-55200-247 |
| MARCH 2017 | OFF ROAD DIESEL | 11.00 | 101-55440-247 |
| MARCH 2017 | OFF ROAD DIESEL | 2.75 | 610-53612-247 |
| MARCH 2017 | OFF ROAD DIESEL | 1.38 | 620-53644-247 |
| MARCH 2017 | OFF ROAD DIESEL | 40.55 | 101-53460-247 |
| MARCH 2017 | OFF ROAD DIESEL | 216.98 | 101-53330-217 |
| Total APPLETON OIL CO INC: | | 327.84 | |
| AT&T LONG DISTANCE | | | |
| 03/17 845626857 | FEB/MARCH CHARGES | 1.51 | 101-51650-203 |
| 03/17 845626857 | FEB/MARCH CHARGES | 27.87 | 207-52120-203 |
| 03/17 845626857 | FEB/MARCH CHARGES | 23.60 | 620-53924-203 |
| Total AT&T LONG DISTANCE: | | 52.98 | |
| BADGER MAILING & | | | |
| 94692 | INK CARTRIDGE | 163.88 | 101-51650-206 |
| Total BADGER MAILING &: | | 163.88 | |
| CITY OF APPLETON | | | |
| 236136 | APRIL WEIGHTS & MEASURES | 455.00 | 101-52050-204 |
| Total CITY OF APPLETON: | | 455.00 | |
| DECKER, LAURIE | | | |
| 04/17 REIMBURSE | REIMBURSE POLL WORKER LUNCH | 23.08 | 101-51440-211 |
| Total DECKER, LAURIE: | | 23.08 | |
| DIAMOND VOGEL PAINT | | | |
| 207102232 | REPAIR PARTS FOR LINE PAINTER | 374.13 | 101-55200-221 |
| Total DIAMOND VOGEL PAINT: | | 374.13 | |
| DIEDRICK, FRAN | | | |
| 04/17 REIMBURSE | ONLINE VALIDATION TRAINING MEAL REIMBURS | 22.00 | 207-52120-201 |
| Total DIEDRICK, FRAN: | | 22.00 | |

| Invoice | Description | Total Cost | GL Account |
|-----------------------------------|--------------------------------|------------|---------------|
| FASTENAL COMPANY | | | |
| WIKIM215075 | DRIVE PIN ANCHOR | 9.99 | 201-53620-218 |
| WIKIM215309 | SHOP SUPPLIES | 30.63 | 101-53330-218 |
| Total FASTENAL COMPANY: | | 40.62 | |
| FENLON, JAMES | | | |
| 03/17 REIMBURSE | TRAINING/MILEAGE REIMBURSEMENT | 226.84 | 101-51400-201 |
| 03/17 REIMBURSE | TRAINING/MEAL REIMBURSEMENT | 72.42 | 101-51400-201 |
| Total FENLON, JAMES: | | 299.26 | |
| FIRE ENGINEERING | | | |
| 510811015-17 | 1 YEAR SUBSCRIPTION | 39.00 | 101-52200-208 |
| Total FIRE ENGINEERING: | | 39.00 | |
| G&K SERVICES | | | |
| 1011535623 | TOWELS, DUSTMOPS, AND MOPS | 30.35 | 101-51650-243 |
| 1011535623 | TOWELS, DUSTMOPS, AND MOPS | 30.35 | 206-55110-243 |
| Total G&K SERVICES: | | 60.70 | |
| GERRITS, BILL | | | |
| 04/17 REIMBURSE | SAFETY SHOE REIMBURSEMENT | 125.00 | 101-53310-213 |
| Total GERRITS, BILL: | | 125.00 | |
| GOLD CROSS AMBULANCE INC | | | |
| 3192 | TEAM CPR/AED/FAID/BBP CLASSES | 1,102.50 | 207-52120-201 |
| Total GOLD CROSS AMBULANCE INC: | | 1,102.50 | |
| HEARTLAND BUSINESS SYSTEMS | | | |
| HBS00543804 | JANUARY BILL PRINT QNTY 4107 | 57.48 | 201-53620-204 |
| HBS00543804 | JANUARY BILL PRINT QNTY 4107 | 229.96 | 610-53613-204 |
| HBS00543804 | JANUARY BILL PRINT QNTY 4107 | 229.96 | 620-53904-204 |
| HBS00543804 | JANUARY BILL PRINT QNTY 4107 | 57.57 | 630-53443-204 |
| HBS00543807 | SPRING & SUMMER PROGRAM BOOKS | 3,701.88 | 101-55300-207 |
| HBS00543808 | FEBRUARY BILL PRINT QNTY 4093 | 57.30 | 201-53620-204 |
| HBS00543808 | FEBRUARY BILL PRINT QNTY 4093 | 229.21 | 610-53613-204 |
| HBS00543808 | FEBRUARY BILL PRINT QNTY 4093 | 229.21 | 620-53904-204 |
| HBS00543808 | FEBRUARY BILL PRINT QNTY 4093 | 57.30 | 630-53443-204 |
| HBS00543809 | ENVELOPES | 179.50 | 101-51650-206 |
| HBS00543809 | ENVELOPES | 9.55 | 201-53620-206 |
| HBS00543809 | ENVELOPES | 38.20 | 610-53613-206 |
| HBS00543809 | ENVELOPES | 38.20 | 620-53904-206 |
| HBS00543809 | ENVELOPES | 9.55 | 630-53443-206 |
| HBS00543810 | MARCH BILL PRINT QNTY 4088 | 57.23 | 201-53620-204 |
| HBS00543810 | MARCH BILL PRINT QNTY 4088 | 228.93 | 610-53613-204 |
| HBS00543810 | MARCH BILL PRINT QNTY 4088 | 228.93 | 620-53904-204 |
| HBS00543810 | MARCH BILL PRINT QNTY 4088 | 57.23 | 630-53443-204 |
| Total HEARTLAND BUSINESS SYSTEMS: | | 5,697.20 | |
| HEID MUSIC | | | |
| 1889332 | MUSIC | 52.16 | 101-55480-218 |

| Invoice | Description | Total Cost | GL Account |
|-------------------------------------|---|------------|---------------|
| 1903323 | MUSIC | 23.60 | 101-55480-218 |
| Total HEID MUSIC: | | 75.76 | |
| J.J. KELLER & ASSOCIATES INC | | | |
| 9101738396 | MANDATORY LABOR/EMPLOYMENT POSTERS | 218.13 | 101-53310-207 |
| 9101738396 | MANDATORY LABOR/EMPLOYMENT POSTERS | 218.13 | 101-51420-207 |
| 9101738396 | MANDATORY LABOR/EMPLOYMENT POSTERS | 218.13 | 207-52120-207 |
| Total J.J. KELLER & ASSOCIATES INC: | | 654.39 | |
| KERRY'S VROOM SERVICE INC | | | |
| 8661 | REMOVE & INSTALL CAMERA MOUNT | 26.35 | 207-52120-247 |
| 8663 | OIL & FILTER CHANGE/ALIGNMENT UNIT #94 | 122.16 | 207-52120-247 |
| 8666 | OIL & FILTER CHANGE - UNIT # 96 | 42.21 | 207-52120-247 |
| 8667 | INSTALLED NEW PLUGS, COIL, & WIPER BLADES | 459.26 | 207-52120-247 |
| Total KERRY'S VROOM SERVICE INC: | | 649.98 | |
| KRAUTKRAMER, PETER | | | |
| 1Q 2017 | DIRECTOR WAGES JAN-MAR | 912.50 | 101-55480-102 |
| Total KRAUTKRAMER, PETER: | | 912.50 | |
| LARRY'S PIGGLY WIGGLY | | | |
| 228372 | SENIOR PROGRAM ITEMS 3/4 | 2.98 | 101-55480-211 |
| 230458 | SENIOR PROGRAM ITEMS 3/25 | 46.67 | 101-55480-218 |
| 235552 | SENIOR PROGRAM ITEMS 3/11 | 14.10 | 101-55300-218 |
| Total LARRY'S PIGGLY WIGGLY: | | 63.75 | |
| MATTHEWS TIRE | | | |
| 211234 | 4 NEW TIRES ON POLICE TRUCK | 615.88 | 207-52120-247 |
| 61144 | NEW TIRE ON TRUCK #6 | 20.68 | 101-53330-204 |
| 61144 | NEW TIRE ON TRUCK #6 | 360.49 | 101-53330-225 |
| Total MATTHEWS TIRE: | | 997.05 | |
| MCMAHON ASSOCIATES INC | | | |
| 905586 | MCKINLEY AVE RECONSTRUCTION | 2,730.30 | 452-51105-261 |
| 905587 | INDUSTRIAL POND SS INTERCEPTOR | 1,923.40 | 415-57631-261 |
| Total MCMAHON ASSOCIATES INC: | | 4,653.70 | |
| NETT, JACOB | | | |
| 040317 | MARCH CLEANUP | 30.00 | 101-52200-111 |
| Total NETT, JACOB: | | 30.00 | |
| NETT, JEFF | | | |
| 04/17 REIMBURSE | UNIFORM REIMBURSEMENT | 162.75 | 207-52120-212 |
| Total NETT, JEFF: | | 162.75 | |
| OCCAM VIDEO SOLUTIONS | | | |
| 041117 | TRAINING-RUNNING | 395.00 | 207-52120-201 |

| Invoice | Description | Total Cost | GL Account |
|-----------------------------------|---|------------|---------------|
| Total OCCAM VIDEO SOLUTIONS: | | 395.00 | |
| O'REILLY AUTOMOTIVE INC | | | |
| 2043-459811 | OIL, FUEL, AND AIR FILTERS | 178.46 | 101-53330-218 |
| 2043-480485 | FUEL FILTER FOR TRUCK# 48 | 3.49 | 101-53330-225 |
| 2043-481460 | WHEEL DOLLY | 206.35 | 101-53330-221 |
| 2043-481857 | BEACON LIGHT FOR TRUCK #48 | 121.21 | 101-53330-225 |
| 2043-462652 | OIL AND AIR FILTER | 58.01 | 101-53330-218 |
| 2043-463453 | OIL AND AIR FILTER | 19.86 | 101-53330-218 |
| Total O'REILLY AUTOMOTIVE INC: | | 587.38 | |
| OUTAGAMIE COUNTY TREASURER | | | |
| 113719 | MARCH LANDFILL CHARGES | 12,326.85 | 201-53620-204 |
| 113719 | MARCH LANDFILL CHARGES-SWEEPINGS | 1,052.65 | 630-53442-204 |
| MARCH 2017 | MARCH COURT FINES | 847.44 | 101-35101 |
| Total OUTAGAMIE COUNTY TREASURER: | | 14,226.94 | |
| PIGGLY WIGGLY #258 | | | |
| 21012350841 | SR PROGRAM ITEMS | 3.98 | 101-55300-218 |
| 24037811202 | SR PROGRAM ITEMS | 3.56 | 101-55300-218 |
| 27034971427 | SR PROGRAM ITEMS | 7.93 | 101-55300-218 |
| 27051811124 | SR PROGRAM ITEMS | 3.56 | 101-55300-218 |
| Total PIGGLY WIGGLY #258: | | 19.03 | |
| PLESHEK OUTDOOR POWER | | | |
| 63826 | GUIDE BAR RAIL DRESSER | 50.04 | 101-53300-221 |
| 68198 | BAR OIL | 25.89 | 101-55440-218 |
| 68244 | SHARPEN CHAINS | 48.00 | 101-55440-205 |
| 68244 | TUNE UP KIT | 25.98 | 101-55440-218 |
| 68314 | ECHO OIL | 21.98 | 101-53300-221 |
| Total PLESHEK OUTDOOR POWER: | | 171.89 | |
| PLYMOUTH LUBRICANTS | | | |
| 6157615 | 2 DRUMS OF SHELL ROTELLA ENGINE OIL | 1,030.50 | 101-53330-217 |
| Total PLYMOUTH LUBRICANTS: | | 1,030.50 | |
| PRO RIDER INC | | | |
| 71431 | 120 BIKE HELMETS | 1,164.00 | 207-52120-218 |
| Total PRO RIDER INC: | | 1,164.00 | |
| ROMENESKO, JOE | | | |
| 040317 | MARCH CLEANUP | 30.00 | 101-52200-111 |
| Total ROMENESKO, JOE: | | 30.00 | |
| RYCZKOWSKI, BRIAN | | | |
| 04/17 REIMBURSE | REIMBURSEMENT- COACHES CLINIC & MEMBERS | 350.00 | 101-55460-225 |
| Total RYCZKOWSKI, BRIAN: | | 350.00 | |

| Invoice | Description | Total Cost | GL Account |
|--------------------------------------|----------------------------------|------------|---------------|
| ST ELIZABETH HOSPITAL | | | |
| 03/17 EL.FVMPD | MARCH BLOOD DRAWS | 236.34 | 207-52120-204 |
| Total ST ELIZABETH HOSPITAL: | | 236.34 | |
| STATE OF WI COURT FINES & | | | |
| MARCH 2017 | MARCH COURT FINES | 2,788.14 | 101-35101 |
| Total STATE OF WI COURT FINES &: | | 2,788.14 | |
| TIME WARNER CABLE | | | |
| 04/17 60505470190 | APRIL/MAY SERVICE | 125.58 | 101-51650-203 |
| 04/17 70953560100 | APRIL/MAY SERVICE | 454.14 | 101-51650-203 |
| Total TIME WARNER CABLE: | | 579.72 | |
| TRANSUNION RISK & ALTERNATIVE | | | |
| MAR 858519 | DATA SEARCHES FOR INVESTIGATIONS | 25.00 | 207-52120-218 |
| Total TRANSUNION RISK & ALTERNATIVE: | | 25.00 | |
| UNIFIRST CORPORATION | | | |
| 0970233031 | SHIRTS/PANTS | 8.90 | 101-53330-213 |
| 0970233031 | LAUNDRY BAGS/WIPERS | 23.64 | 101-53330-218 |
| Total UNIFIRST CORPORATION: | | 32.54 | |
| UNITED PAPER CORP | | | |
| 113799 | DISINFECTANT | 41.56 | 101-55200-222 |
| 113826 | BATH TISSUE | 144.96 | 101-51960-218 |
| Total UNITED PAPER CORP: | | 186.52 | |
| US AUTOFORCE | | | |
| 5007485 | TIRES FOR TRUCK #122 | 230.84 | 101-53330-225 |
| Total US AUTOFORCE: | | 230.84 | |
| WELLS FARGO FINANCIAL LEASING | | | |
| 5003844140 | APRIL COPIER LEASE | 803.15 | 101-51650-207 |
| 5003844140 | APRIL COPIER LEASE | 450.00 | 101-53310-207 |
| Total WELLS FARGO FINANCIAL LEASING: | | 1,253.15 | |
| WI TAXPAYERS ALLIANCE | | | |
| 126121 | WISC TAXPAYER SUBSCRIPTION | 439.67 | 101-51110-208 |
| Total WI TAXPAYERS ALLIANCE: | | 439.67 | |
| ZEP SALES AND SERVICE | | | |
| 9002740397 | HANDSOAP FOR RESTROOMS | 372.24 | 101-55200-222 |
| Total ZEP SALES AND SERVICE: | | 372.24 | |
| Grand Totals: | | 41,854.87 | |

Vendor number hash: 146978
Vendor number hash - split: 238290
Total number of invoices: 72
Total number of transactions: 101

| Terms Description | Invoice Amount | Net Invoice Amount |
|-------------------|----------------|--------------------|
| Open Terms | 41,854.87 | 41,854.87 |
| Grand Totals: | 41,854.87 | 41,854.87 |

Report Criteria:

Invoice Detail.Voided = {=} FALSE

| Invoice | Type | Description | Total Cost | Terms | 1099 | PO Number | GL Account |
|--|-------|---|-------------------|-------|------|-----------|---------------|
| AUGUST WINTER & SONS INC (3168) | | | | | | | |
| L000191600198-2 | Invoi | PAYMENT #2 WELL #1 PUMPHOUSE | 113,145.00 | Open | Non | | 620-19250 |
| Total AUGUST WINTER & SONS INC (3168): | | | 113,145.00 | | | | |
| COMPASS MINERALS AMERICA (4500) | | | | | | | |
| 71621489 | Invoi | BULK COARSE UNTREATED ROCK | 2,184.18 | Open | Non | | 620-53634-224 |
| 71622319 | Invoi | BULK COARSE UNTREATED ROCK | 2,210.37 | Open | Non | | 620-53634-224 |
| 71624451 | Invoi | BULK COARSE UNTREATED ROCK | 2,411.77 | Open | Non | | 620-53634-224 |
| 71625727 | Invoi | BULK COARSE UNTREATED ROCK | 2,207.34 | Open | Non | | 620-53634-224 |
| 71625728 | Invoi | BULK COARSE UNTREATED ROCK | 2,434.93 | Open | Non | | 620-53634-224 |
| Total COMPASS MINERALS AMERICA (4500): | | | 11,448.59 | | | | |
| DONALD HIETPAS & SONS INC. (209) | | | | | | | |
| 032617 | Invoi | REPAIRED WATER BREAK @ FLORIDA & GRANT | 2,382.16 | Open | Non | | 620-53644-251 |
| Total DONALD HIETPAS & SONS INC. (209): | | | 2,382.16 | | | | |
| HAWKINS INC (1918) | | | | | | | |
| 4049731 | Invoi | AZONE | 400.80 | Open | Non | | 620-53634-214 |
| 4049731 | Invoi | SODIUM SILICATE | 1,987.95 | Open | Non | | 620-53634-220 |
| Total HAWKINS INC (1918): | | | 2,388.75 | | | | |
| HEART OF THE VALLEY (280) | | | | | | | |
| 040617 | Invoi | MARCH WASTEWATER | 151,266.46 | Open | Non | | 610-53611-225 |
| 040617 | Invoi | FOG CONTROL | 75.00 | Open | Non | | 610-53611-204 |
| 040617MP | Invoi | MARCH HOV METER PAYABLE | 3,801.00 | Open | Non | | 610-21110 |
| Total HEART OF THE VALLEY (280): | | | 155,142.46 | | | | |
| KAUKAUNA UTILITIES (234) | | | | | | | |
| 03/17 9012695 | Invoi | DOYLE PARK WELL | 1,894.03 | Open | Non | | 620-53624-249 |
| Total KAUKAUNA UTILITIES (234): | | | 1,894.03 | | | | |
| MCO (2254) | | | | | | | |
| 21409 | Invoi | MAY LIABILITY & HEALTH INS/OPERATIONS CON | 29,465.70 | Open | Non | | 620-53644-115 |
| Total MCO (2254): | | | 29,465.70 | | | | |
| MUNICIPAL WELL & PUMP (4834) | | | | | | | |
| 13329 | Invoi | WELL #1 PUMPING EQUIPMENT REHAB | 14,395.00 | Open | Non | | 620-19250 |
| Total MUNICIPAL WELL & PUMP (4834): | | | 14,395.00 | | | | |
| NORTHERN LAKE SERVICE INC (1711) | | | | | | | |
| 311978 | Invoi | DW & TB SAMPLES | 60.00 | Open | Non | | 620-53644-204 |
| Total NORTHERN LAKE SERVICE INC (1711): | | | 60.00 | | | | |
| OUTAGAMIE COUNTY TREASURER (486) | | | | | | | |
| 1016300 | Invoi | PERMIT #M-5-17 TO REPAIR WATER VALVE | 1,080.00 | Open | Non | | 620-53644-251 |
| Total OUTAGAMIE COUNTY TREASURER (486): | | | 1,080.00 | | | | |

| Invoice | Type | Description | Total Cost | Terms | 1099 | PO Number | GL Account |
|--------------------------------------|-------|-------------------|------------|-------|------|-----------|---------------|
| TIME WARNER CABLE (89) | | | | | | | |
| 04/17 60703290180 | Invoi | APRIL/MAY SERVICE | 82.38 | Open | Non | | 620-53924-203 |
| Total TIME WARNER CABLE (89): | | | 82.38 | | | | |
| Grand Totals: | | | 331,484.07 | | | | |

Report GL Period Summary

Vendor number hash: 37963
 Vendor number hash - split: 40161
 Total number of invoices: 16
 Total number of transactions: 18

| Terms Description | Invoice Amount | Net Invoice Amount |
|----------------------|----------------|--------------------|
| Open Terms | 331,484.07 | 331,484.07 |
| Grand Totals: | 331,484.07 | 331,484.07 |

Report Criteria:

Invoice Detail.Voided = {=} FALSE

| Invoice | Type | Description | Total Cost | Terms | 1099 | PO Number | GL Account |
|---|-------|-----------------------------------|-----------------|-------|------|-----------|---------------|
| 2017 UTILITY REFUNDS (4818) | | | | | | | |
| 125030210 | Invoi | OVERPAYMENT REFUND # 1-250302-10 | 70.60 | Open | Non | | 001-15000 |
| Total 2017 UTILITY REFUNDS (4818): | | | 70.60 | | | | |
| CONSOLIDATED ELECTRICAL DISTRIBUTORS (4714) | | | | | | | |
| 189-563509 | Invoi | PLUG, RECEPTACLE AND COVER | 30.22 | Open | Non | | 101-52200-205 |
| Total CONSOLIDATED ELECTRICAL DISTRIBUTORS (4714): | | | 30.22 | | | | |
| DAMAGE PREVENTION SERVICES (4068) | | | | | | | |
| 2130 | Invoi | MARCH LOCATES | 344.00 | Open | Non | | 610-53612-209 |
| 2130 | Invoi | MARCH LOCATES | 473.00 | Open | Non | | 620-53644-209 |
| 2130 | Invoi | MARCH LOCATES | 376.25 | Open | Non | | 630-53442-209 |
| Total DAMAGE PREVENTION SERVICES (4068): | | | 1,193.25 | | | | |
| FOX VALLEY HUMANE ASSOCIATION (971) | | | | | | | |
| FEB 2017 | Invoi | FEB HANDLE FEES | 43.70 | Open | Non | | 207-52120-204 |
| Total FOX VALLEY HUMANE ASSOCIATION (971): | | | 43.70 | | | | |
| KWIK TRIP INC (2365) | | | | | | | |
| MAR 2017 286768 | Invoi | MARCH FUEL FOR SQUADS | 2,428.13 | Open | Non | | 207-52120-247 |
| Total KWIK TRIP INC (2365): | | | 2,428.13 | | | | |
| LAPPEN SECURITY PRODUCTS INC (735) | | | | | | | |
| LSPQ36000 | Invoi | ILCO SD 6PIN RESTRICTED KEY | 40.50 | Open | Non | | 620-53634-255 |
| LSPQ36005 | Invoi | 12V 5AH BATTERY | 19.98 | Open | Non | | 101-55200-218 |
| LSPQ36007 | Invoi | PAXTON PROX CARD BOX | 45.00 | Open | Non | | 101-53650-204 |
| LSPQ36015 | Invoi | UPGRADE AVIGILON SOFTWARE | 89.00 | Open | Non | | 207-52120-221 |
| Total LAPPEN SECURITY PRODUCTS INC (735): | | | 194.48 | | | | |
| LINDNER ACE HARDWARE LITTLE CHUTE (4702) | | | | | | | |
| 241377 | Invoi | CLEANING SUPPLIES | 23.96 | Open | Non | | 101-52200-218 |
| 241390 | Invoi | CLEANING SUPPLIES | 26.56 | Open | Non | | 101-52200-218 |
| 241421 | Invoi | DUCT TAPE AND CABLE TIES | 43.25 | Open | Non | | 101-52200-218 |
| Total LINDNER ACE HARDWARE LITTLE CHUTE (4702): | | | 93.77 | | | | |
| LITTLE CHUTE AREA SCHOOL DIST (265) | | | | | | | |
| Q1 2017 | Invoi | 1ST QTR MOBILE HOME FEES | 2,362.62 | Open | Non | | 101-31140 |
| Q1 2017 | Invoi | MOBILE HOME LOTTERY CREDIT 2017 | 5,252.36 | Open | Non | | 101-31140 |
| Total LITTLE CHUTE AREA SCHOOL DIST (265): | | | 7,614.98 | | | | |
| NEWS PUBLISHING CO INC (857) | | | | | | | |
| 353651 | Invoi | NOTICE OF PUBLIC HEARING-CONCRETE | 68.22 | Open | Non | | 101-51650-207 |
| 355221 | Invoi | POLLING LOCATION | 28.73 | Open | Non | | 101-51440-227 |
| 355883 | Invoi | FINAL RESOLUTION-GRAND AVE | 228.24 | Open | Non | | 300-57331-227 |

| Invoice | Type | Description | Total Cost | Terms | 1099 | PO Number | GL Account |
|-------------------------------------|-------|--------------------------------|------------|-------|------|-----------|---------------|
| Total NEWS PUBLISHING CO INC (857): | | | 325.19 | | | | |
| PEPSI-COLA (3493) | | | | | | | |
| 23010207 | Invoi | BEVERAGES | 108.02 | Open | Non | | 101-52200-211 |
| Total PEPSI-COLA (3493): | | | 108.02 | | | | |
| SIGNCOUNTRY (3870) | | | | | | | |
| 7461 | Invoi | BANNERS FOR BALL DIAMOND FENCE | 124.10 | Open | Non | | 420-57620-274 |
| 7461 | Invoi | BANNERS FOR BALL DIAMOND FENCE | 248.20 | Open | Non | | 420-57620-273 |
| Total SIGNCOUNTRY (3870): | | | 372.30 | | | | |
| THEDACARE (1983) | | | | | | | |
| MAR 2017 1210055 | Invoi | MARCH BLOOD DRAWS | 127.50 | Open | Med | | 207-52120-204 |
| Total THEDACARE (1983): | | | 127.50 | | | | |
| TIME WARNER CABLE (89) | | | | | | | |
| 03/17 71391120150 | Invoi | MARCH/APRIL SERVICE | 230.99 | Open | Non | | 207-52120-203 |
| Total TIME WARNER CABLE (89): | | | 230.99 | | | | |
| WI DNR (76) | | | | | | | |
| 370-0000005125 | Invoi | WI WETLAND CR | 34,100.00 | Open | Non | | 414-57400-264 |
| Total WI DNR (76): | | | 34,100.00 | | | | |
| Grand Totals: | | | 46,933.13 | | | | |

Report GL Period Summary

Vendor number hash: 46329
Vendor number hash - split: 58600
Total number of invoices: 21
Total number of transactions: 25

| Terms Description | Invoice Amount | Net Invoice Amount |
|-------------------|----------------|--------------------|
| Open Terms | 46,933.13 | 46,933.13 |
| Grand Totals: | 46,933.13 | 46,933.13 |

Report Criteria:
Invoice Detail.Voided = {=} FALSE

Report Criteria:

Invoice Detail.Voided = {=} FALSE

| Invoice | Type | Description | Total Cost | Terms | 1099 | PO Number | GL Account |
|--|-------|--|------------|-------|------|-----------|---------------|
| 2017 UTILITY REFUNDS (4818) | | | 19.35 | Open | Non | | 001-15000 |
| 125392003 | Invoi | OVERPAYMENT REFUND # 1-253920-03 | | | | | |
| Total 2017 UTILITY REFUNDS (4818): | | | 19.35 | | | | |
| 5 ALARM FIRE & SAFETY (4319) | | | 2,205.42 | Open | Non | | 101-52200-204 |
| 164974-1 | Invoi | ANNUAL FLOW TEST OF MSA SCBA | | | | | |
| Total 5 ALARM FIRE & SAFETY (4319): | | | 2,205.42 | | | | |
| DEGROOT INC (3904) | | | 26,584.62 | Open | Non | | 415-21210 |
| L0001-9-14-00714- | Invoi | PAYMENT #3-EISENHOWER STORM SEWER | | | | | |
| Total DEGROOT INC (3904): | | | 26,584.62 | | | | |
| DONALD HIETPAS & SONS INC. (209) | | | 258,125.66 | Open | Non | | 415-57631-263 |
| L000191500351-4 | Invoi | PAYMENT #4-INDUSTRIAL PARK EAST | | | | | |
| Total DONALD HIETPAS & SONS INC. (209): | | | 258,125.66 | | | | |
| FACTORY MOTOR PARTS CO (4082) | | | 294.15 | Open | Non | | 101-53330-225 |
| 18-1570781 | Invoi | PARTS FOR TRUCK #45 | | | | | |
| Total FACTORY MOTOR PARTS CO (4082): | | | 294.15 | | | | |
| FIRE APPARATUS & EQUIPMENT (3138) | | | 608.11 | Open | Non | | 101-52200-205 |
| 16606 | Invoi | TRUCK #T26815 OIL & FILTER CHANGE/CAFS SER | | | | | |
| 16607 | Invoi | TRUCK #T15475 OIL & FILTER CHANGE/CAFS SER | 745.68 | Open | Non | | 101-52200-205 |
| Total FIRE APPARATUS & EQUIPMENT (3138): | | | 1,353.79 | | | | |
| FOX VALLEY TECHNICAL COLLEGE (1775) | | | 18.84 | Open | Non | | 101-52200-201 |
| 371646/FY16-17 | Invoi | FIRE DYNAMICS & BEHAVIOR-JANSEN | | | | | |
| Total FOX VALLEY TECHNICAL COLLEGE (1775): | | | 18.84 | | | | |
| JX ENTERPRISES INC (3079) | | | 39.84 | Open | Non | | 101-53330-225 |
| D-270670161 | Invoi | REPAIRED LOANED KAUKAUNA TRUCK | | | | | |
| Total JX ENTERPRISES INC (3079): | | | 39.84 | | | | |
| LAPPEN SECURITY PRODUCTS INC (735) | | | 43.50 | Open | Non | | 206-55110-244 |
| LSPQ35995 | Invoi | PRIMUS KEYS | | | | | |
| Total LAPPEN SECURITY PRODUCTS INC (735): | | | 43.50 | | | | |
| LARRY'S PIGGLY WIGGLY (259) | | | 70.36 | Open | Non | | 101-52200-211 |
| 223344 | Invoi | FOOD/BEVERAGE | | | | | |
| 226141 | Invoi | FOOD | 27.41 | Open | Non | | 101-52200-211 |
| 226439 | Invoi | FOOD | 7.18 | Open | Non | | 101-52200-211 |
| 246112 | Invoi | FOOD/BEVERAGE | 191.70 | Open | Non | | 101-52200-211 |
| 246113 | Invoi | FOOD | 10.77 | Open | Non | | 101-52200-211 |
| 253582 | Invoi | FOOD | 23.74 | Open | Non | | 101-52200-211 |
| 254833 | Invoi | FOOD | 45.12 | Open | Non | | 101-52200-211 |

VILLAGE OF LITTLE CHUTE

Invoice Register - PREPAID INVOICES

Input Dates: 4/7/2017 - 4/7/2017

Page: 2

Apr 07, 2017 03:47PM

| Invoice | Type | Description | Total Cost | Terms | 1099 | PO Number | GL Account |
|---|-------|---------------------------------|------------|-------|------|-----------|---------------|
| 257163 | Invol | FOOD | 70.55 | Open | Non | | 101-52200-211 |
| Total LARRY'S PIGGLY WIGGLY (259): | | | 446.83 | | | | |
| LINDNER ACE HARDWARE LITTLE CHUTE (4702) | | | | | | | |
| 241404 | Invol | CLEANING SUPPLIES | 4.36 | Open | Non | | 620-53634-255 |
| 241566 | Invol | SHOP SUPPLIES | 6.58 | Open | Non | | 620-53634-255 |
| Total LINDNER ACE HARDWARE LITTLE CHUTE (4702): | | | 10.94 | | | | |
| PACKER CITY INT'L TRUCKS (403) | | | | | | | |
| R103010245:01 | Invol | TRANSMISSION ASSEMBLY TRUCK #32 | 2,428.40 | Open | Non | | 101-53330-204 |
| R103010245:01 | Invol | TRANSMISSION ASSEMBLY TRUCK #32 | 1,246.46 | Open | Non | | 101-53330-225 |
| Total PACKER CITY INT'L TRUCKS (403): | | | 3,674.86 | | | | |
| PAUL CONWAY SHIELDS (3828) | | | | | | | |
| 399595 | Invol | SEMI-ANNUAL AIR QUALITY TESTING | 235.00 | Open | Non | | 101-52200-204 |
| Total PAUL CONWAY SHIELDS (3828): | | | 235.00 | | | | |
| RIVERSIDE BY REYNEBEAU FLORAL (322) | | | | | | | |
| 106113/1 | Invol | FLORAL ARRANGEMENT-MILLER | 45.50 | Open | Non | | 101-52200-219 |
| Total RIVERSIDE BY REYNEBEAU FLORAL (322): | | | 45.50 | | | | |
| STITCH'S (732) | | | | | | | |
| 142 | Invol | CLOTHING ALTERED | 75.00 | Open | Non | | 101-52200-212 |
| Total STITCH'S (732): | | | 75.00 | | | | |
| TIME WARNER CABLE (89) | | | | | | | |
| 03/17 66256890150 | Invol | MARCH/APRIL SERVICE | 11.75 | Open | Non | | 101-52200-208 |
| 03/17 70590040100 | Invol | MARCH/APRIL SERVICE | 87.55 | Open | Non | | 101-52200-203 |
| Total TIME WARNER CABLE (89): | | | 99.30 | | | | |
| US POSTMASTER (264) | | | | | | | |
| DPW APRIL 2017 | Invol | DPW/ENG NEWSLETTER - SANITATION | 120.46 | Open | Non | | 201-53620-226 |
| DPW APRIL 2017 | Invol | DPW/ENG NEWSLETTER - SNOW & ICE | 213.46 | Open | Non | | 101-53350-226 |
| DPW APRIL 2017 | Invol | DPW/ENG NEWSLETTER - WATER | 267.70 | Open | Non | | 620-53924-226 |
| DPW APRIL 2017 | Invol | DPW/ENG NEWSLETTER - SEWER | 40.14 | Open | Non | | 610-53614-226 |
| DPW APRIL 2017 | Invol | DPW/ENG NEWSLETTER - STORM | 107.08 | Open | Non | | 630-53444-226 |
| DPW APRIL 2017 | Invol | DPW/ENG NEWSLETTER - STREETS | 121.94 | Open | Non | | 101-53300-226 |
| DPW APRIL 2017 | Invol | DPW/ENG NEWSLETTER - RECYCLING | 150.00 | Open | Non | | 101-53650-226 |
| DPW APRIL 2017 | Invol | DPW/ENG NEWSLETTER - WEEDS | 50.00 | Open | Non | | 101-53460-226 |
| Total US POSTMASTER (264): | | | 1,070.78 | | | | |
| VALLEY LIQUOR (1239) | | | | | | | |
| 666201 | Invol | BEVERAGES | 124.45 | Open | Non | | 101-52200-211 |
| 666231 | Invol | BEVERAGES | 53.97 | Open | Non | | 101-52200-211 |
| 668062 | Invol | BEVERAGES | 124.45 | Open | Non | | 101-52200-211 |
| 668136 | Invol | BEVERAGES | 7.00 | Open | Non | | 101-52200-211 |
| Total VALLEY LIQUOR (1239): | | | 309.87 | | | | |

| Invoice | Type | Description | Total Cost | Terms | 1099 | PO Number | GL Account |
|--------------------------------|-------|------------------------|------------|-------|------|-----------|---------------|
| VERIZON WIRELESS (3606) | | | | | | | |
| 9781599758 | Invoi | FEBRUARY/MARCH SERVICE | 136.29 | Open | Non | | 101-52200-203 |
| Total VERIZON WIRELESS (3606): | | | 136.29 | | | | |
| Grand Totals: | | | 294,789.54 | | | | |

Report GL Period Summary

Vendor number hash: 54962
Vendor number hash - split: 57213
Total number of invoices: 32
Total number of transactions: 40

| Terms Description | Invoice Amount | Net Invoice Amount |
|-------------------|----------------|--------------------|
| Open Terms | 294,789.54 | 294,789.54 |
| Grand Totals: | 294,789.54 | 294,789.54 |

Report Criteria:

Invoice Detail.Voided = {=} FALSE