



## AMENDED AGENDA

# REGULAR BOARD MEETING

PLACE: Little Chute Village Hall  
DATE: Wednesday, November 20, 2019  
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. Consent Agenda

*Items on the Consent Agenda are routine in nature and require one motion to approve all items listed. Prior to voting on the Consent Agenda, items may be removed at the request of any Board Member or member of the public. Any removed items will be considered immediately following the motion to approve the other items.*

- 1. Minutes of the Special Board Meeting of November 13, 2019
- 2. Disbursement List
  
- G. Other Informational Items—October Fire Monthly Report, October Report and Private Lateral Contract Process
  
- H. Discussion—FEMA Update
  
- I. Discussion—2020-2023 MCO Water Contract
  
- J. Discussion—Kaukauna Utility LED Conversion
  
- K. Action—Buchanan, Evergreen and Hickory Lane Speed Limits
  
- L. Action—2020 Meeting Calendar
  
- M. Action—2020 Facilities Contract
  
- N. Discussion—County Sales Tax
  
- O. Discussion—Community Service Officer, Policy and Job Description Draft Ordinance
  
- P. Department and Officers Progress Reports

Q. Call for Unfinished Business

R. Items for Future Agenda

S. Closed Sessions:

a) 19.85(1)(e) Wis. Stats. Deliberations or negotiations on the purchase of public properties, investing of public funds or conducting other specific public business when competitive or bargaining reasons require a closed session. *Boundary and Intergovernmental Agreement Discussions/Development Proposals*

b) 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. *Outagamie County Landfill*

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](mailto:Laurie@littlechutewi.org) Prepared: November 19, 2019

## MINUTES OF THE SPECIAL BOARD MEETING OF NOVEMBER 13, 2019

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

### Pledge of Allegiance to the Flag

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

### Roll call of Trustees

PRESENT: Michael Vanden Berg, President  
Larry Van Lankvelt, Trustee  
Skip Smith, Trustee  
Bill Peerenboom, Trustee  
Brian Van Lankveldt, Trustee  
David Peterson, Trustee  
John Elrick, Trustee

### Roll call of Officers and Department Heads

PRESENT: James Fenlon, Village Administrator  
Lisa Remiker-DeWall, Finance Director  
Dan Meister, FVMPD Police Chief  
Adam Breest, Community Development Director  
Kent Taylor, Director of Public Works  
Jim Moes, Community Development Director  
Laurie Decker, Village Clerk

### Public Appearance for Items Not on the Agenda

None

### Approval of Minutes

Minutes of the Regular Board Meeting of November 6, 2019

*Moved by Trustee Smith, seconded by Trustee Elrick to Approve the Minutes of the Regular Board Meeting of November 6, 2019*

Ayes 7, Nays 0 – Motion Carried

### Public Hearing—2020 Budget

*Moved by Trustee Elrick, seconded by Trustee Peterson to enter Public Hearing*

Ayes 7, Nays 0 – Motion Carried

Administrator Fenlon gave an overview of the slides presented for the 2020 budget.

*Moved by Trustee Elrick, seconded by Trustee Smith to exit Public Hearing*

Ayes 7, Nays 0 – Motion Carried

### Action—Adopt Resolution No. 32, Series 2019 Adopting the 2020 Budget and Establishing the Tax Levy

*Moved by Trustee Peerenboom, seconded by Trustee Peterson to Adopt Resolution No. 32, Series 2019 Adopting the 2020 Budget and Establishing the Tax Levy*

Ayes 7, Nays 0 – Motion Carried

### Roll Call Vote to Adopt Resolution No. 32, Series 2019 Adopting the 2020 Budget and Establishing the Tax Levy

Trustee Elrick	Aye
Trustee Peerenboom	Aye
Trustee Van Lankveldt	Aye
Trustee Peterson	Aye
Trustee Smith	Aye
Trustee Van Lankvelt	Aye
President Vanden Berg	Aye

**Unfinished Business**

None

**Items for Future Agendas**

Village President Compensation  
Housing Report

**Adjournment**

*Moved by Trustee Peterson, seconded by Trustee Peerenboom to Adjourn the Special Board Meeting at 6:23 p.m.*

Ayes 7, Nays 0 – Motion Carried

VILLAGE OF LITTLE CHUTE

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

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

## **DISBURSEMENT LIST- November 20, 2019**

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**Payroll & Payroll Liabilities - November 14, 2019** **\$218,906.41**

Prepaid Invoices - November 8, 2019 **\$5,098.62**  
Prepaid Invoices - November 11, 2019 **\$16,590.00**  
Prepaid Invoices - November 15, 2019 **\$27,820.45**

**Utility Commission- November 19, 2019** **\$263,197.00**

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**CURRENT ITEMS**

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**Bills List - November 20, 2019** **\$90,741.60**

**Total Payroll, Prepaid & Invoices** **\$622,354.08**

The above payments are recommended for approval:

Rejected: \_\_\_\_\_

\_\_\_\_\_

Approved November 20, 2019

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Michael R Vanden Berg, Village President

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Laurie Decker, Clerk

## Report Criteria:

Invoice Detail.Voided = {=} FALSE

Invoice	Description	Total Cost	Period	GL Account
<b>5 ALARM FIRE &amp; SAFETY EQUIPMENT</b>				
191359-1	LITHIUM BATTERY PACK & CHARGING STATION	4,789.56	10/19	101-52200-218
<b>Total 5 ALARM FIRE &amp; SAFETY EQUIPMENT:</b>				
		4,789.56		
<b>AIA CORPORATION</b>				
3ID2503775	JETS COACHES CAPS	560.00	10/19	101-55460-225
<b>Total AIA CORPORATION:</b>				
		560.00		
<b>AIRGAS USA LLC</b>				
9965801764	CYLINDER RENTALS	56.70	10/19	101-53330-218
<b>Total AIRGAS USA LLC:</b>				
		56.70		
<b>AMPLITEL TECHNOLOGIES</b>				
14759	MICROSOFT OFFICE 365-NOVEMBER	680.00	11/19	207-52120-204
14766	DATTO BACK UP SERVICES 11/19	375.00	11/19	207-52120-204
14793	MONTHLY ANTI-VIRUS SERVICE-NOVEMBER	99.00	11/19	207-52120-240
14833	ACCESS POINTS-UPGRADE	470.00	11/19	207-52120-240
14844	1 YEAR BARRACUDA LICENSE	674.34	11/19	207-52120-204
<b>Total AMPLITEL TECHNOLOGIES:</b>				
		2,298.34		
<b>APPLETON HYDRAULIC COMPONENTS</b>				
39065	HYDRAULIC FILTER #38	131.80	10/19	101-53330-225
<b>Total APPLETION HYDRAULIC COMPONENTS:</b>				
		131.80		
<b>ARING EQUIPMENT CO INC</b>				
D30877	REPAIR HEAT #19	504.04	10/19	101-53330-204
D30877	REPAIR HEAT #19	131.72	10/19	101-53330-225
<b>Total ARING EQUIPMENT CO INC:</b>				
		635.76		
<b>ASCENSION ST ELIZABETH HOSPITAL</b>				
10/19 EL.FVMPD	OCTOBER BLOOD DRAWS	39.39	10/19	207-52120-204
<b>Total ASCENSION ST ELIZABETH HOSPITAL:</b>				
		39.39		
<b>AT&amp;T LONG DISTANCE</b>				
10/19 845626857	SEPT/OCT CHARGES	71.62	10/19	101-51650-203
10/19 845626857	SEPT/OCT CHARGES	120.34	10/19	207-52120-203
10/19 845626857	SEPT/OCT CHARGES	172.11	10/19	620-53924-203
<b>Total AT&amp;T LONG DISTANCE:</b>				
		364.07		
<b>ATCAM INC</b>				
1019191	DRILL 3 BOLT HOLES	90.00	10/19	101-53330-218
<b>Total ATCAM INC:</b>				
		90.00		
<b>AUTOMATED COMFORT CONTROLS</b>				
24968	SERVICE CALL @ METRO	293.03	10/19	207-52120-245

Invoice	Description	Total Cost	Period	GL Account
Total AUTOMATED COMFORT CONTROLS:		293.03		
CASTONIA, TAMMY 110119 NOVEMBER HEALTH INSURANCE		744.40	11/19	101-51410-105
Total CASTONIA, TAMMY:		744.40		
CITY OF APPLETON 3468 NOVEMBER WEIGHTS & MEASURES		580.00	11/19	101-52050-204
Total CITY OF APPLETON:		580.00		
EAGLE GRAPHICS LLC 175306 CHAPLAIN SHIRTS & EMBROIDERY WORK		122.30	10/19	207-52120-227
Total EAGLE GRAPHICS LLC:		122.30		
EHLERS INVESTMENT PARTNERS LLC OCTOBER 2019 OCTOBER INVESTMENT MANAGEMENT OCTOBER 2019 OCTOBER INVESTMENT MANAGEMENT OCTOBER 2019 OCTOBER INVESTMENT MANAGEMENT OCTOBER 2019 OCTOBER INVESTMENT MANAGEMENT OCTOBER 2019 OCTOBER INVESTMENT MANAGEMENT		177.45 192.48 218.50 113.11 435.77	10/19 10/19 10/19 10/19 10/19	101-51780-229 300-57331-229 610-53614-229 620-53924-229 630-53444-229
Total EHLERS INVESTMENT PARTNERS LLC:		1,137.31		
FARRELL EQUIPMENT & SUPPLY CO INC 1061532 FACE SHIELD		14.97	10/19	101-53300-213
Total FARRELL EQUIPMENT & SUPPLY CO INC:		14.97		
FASTENAL COMPANY WIKIM248078 HARDWARE FOR STOCK WIKIM248126 MISCELLANEOUS PARTS FOR SIGNS WIKIM248148 MISCELLANEOUS PARTS FOR SIGNS WIKIM248150 HEX NUTS FOR #7 WIKIM248178 SCREWS FOR TRUCK #40 WIKIM248204 SCREWS/LOCK NUTS/WASHERS #40 WIKIM248219 SCREWS/LOCK NUTS #40		32.08 11.93 5.93 .78 3.59 11.03 3.20	10/19 10/19 10/19 10/19 10/19 10/19 10/19	101-53330-218 101-53300-218 101-53300-218 101-53330-225 101-53330-225 101-53330-225 101-53330-225
Total FASTENAL COMPANY:		68.54		
FOX RIVER NAVIGATIONAL SYSTEM AUTHORITY 2019-12 MILL ST BRIDGE OPERATION-2019 SEASON		3,359.24	11/19	101-55200-225
Total FOX RIVER NAVIGATIONAL SYSTEM AUTHORITY:		3,359.24		
GARROW OIL OCTOBER 2019 OFF ROAD DIESEL OCTOBER 2019 OFF ROAD DIESEL		285.11 430.65 24.48 6.12 9.46 7.59 315.64	10/19 10/19 10/19 10/19 10/19 10/19 10/19	630-53442-247 101-55200-247 101-55440-247 610-53612-247 620-53644-247 101-53460-247 101-53330-217

Invoice	Description	Total Cost	Period	GL Account
Total GARROW OIL:		<u>1,079.05</u>		
GOFFARD, KATIE				
111019 SECURITY DEPOSIT REFUND		50.00	11/19	208-21235
Total GOFFARD, KATIE:		<u>50.00</u>		
GREEN BOYZ INC				
68743 MULCHING		825.00	11/19	101-51650-242
68743 MULCHING		275.00	11/19	206-55110-242
Total GREEN BOYZ INC:		<u>1,100.00</u>		
GRIESBACH READY-MIX LLC				
4816 CONCRETE-FLORIDA AVE		313.25	10/19	101-53300-216
Total GRIESBACH READY-MIX LLC:		<u>313.25</u>		
GUELI, SAM				
11/19 REIMBURSE MEAL REIMBURSEMENT-FTO SCHOOL		119.00	11/19	207-52120-201
Total GUELI, SAM:		<u>119.00</u>		
HEARTLAND BUSINESS SYSTEMS				
344180-H CONVERSION SERVICES & IMAGES SCANNED		170.88	11/19	101-51400-204
Total HEARTLAND BUSINESS SYSTEMS:		<u>170.88</u>		
HIROSKEY, CHUCK				
11/19 REIMBURSE SAFETY SHOE & GLOVE REIMBURSEMENT		192.13	11/19	101-53310-213
Total HIROSKEY, CHUCK:		<u>192.13</u>		
J.F. AHERN CO				
346390 ANNUAL INSPECTION & FIRE EXTINGUISHER REC		185.30	10/19	101-53310-204
Total J.F. AHERN CO:		<u>185.30</u>		
KAMPS LANDSCAPE SERVICE				
110419 STUMP GRINDER RENTAL-37 HOURS		925.00	11/19	101-55440-204
Total KAMPS LANDSCAPE SERVICE:		<u>925.00</u>		
KERRY'S VROOM SERVICE INC				
9250 NEW BATTERY & TIRE REPAIR - UNIT #89		346.93	10/19	207-52120-247
9252 REMOVE & INSTALL BATTERY - UNIT 181		304.93	11/19	207-52120-247
9257 OIL & FILTER CHANGE - UNIT#191		43.47	11/19	207-52120-247
Total KERRY'S VROOM SERVICE INC:		<u>695.33</u>		
KRONOS INC				
11520525 WORKFORCE TELESTAFF 12/24/19 - 12/23/2020		1,042.08	10/19	207-52120-204
Total KRONOS INC:		<u>1,042.08</u>		

Invoice	Description	Total Cost	Period	GL Account
<b>KWIK TRIP INC</b>				
OCT 2019 286768 OCT FUEL FOR SQUADS		2,364.05	10/19	207-52120-247
<b>Total KWIK TRIP INC:</b>		<b>2,364.05</b>		
<b>LAPPEN SECURITY PRODUCTS INC</b>				
LSPQ42158 SERVICE CALL TO VILLAGE HALL		310.00	11/19	101-51650-204
<b>Total LAPPEN SECURITY PRODUCTS INC:</b>		<b>310.00</b>		
<b>LC PROPERTY MANAGEMENT LLC</b>				
112019 DEVELOPMENT INCENTIVE-LC PROPERTY MNGM		12,000.00	11/19	416-57600-266
<b>Total LC PROPERTY MANAGEMENT LLC:</b>		<b>12,000.00</b>		
<b>LE NOBLE, TRASK</b>				
103119 OCTOBER CLEAN UP		30.00	10/19	101-52200-111
<b>Total LE NOBLE, TRASK:</b>		<b>30.00</b>		
<b>LEE RECREATION LLC</b>				
12373-19 CREEKVIEW PLAYGROUND PHASE 2		21,600.00	09/19	420-57620-276
<b>Total LEE RECREATION LLC:</b>		<b>21,600.00</b>		
<b>MARASCH, MARTY</b>				
10/19 REIMBURSE WI STATE FIRE INSPECTORS CONFERENCE		204.52	10/19	101-52200-201
11/19 REIMBURSE REIMBURSE FOR 3 RING BINDERS		14.70	11/19	101-52200-206
<b>Total MARASCH, MARTY:</b>		<b>219.22</b>		
<b>MARCO TECHNOLOGIES LLC</b>				
6942778 NEW NUMBER & EXT SET UP-FINANCE		150.00	10/19	101-51650-203
<b>Total MARCO TECHNOLOGIES LLC:</b>		<b>150.00</b>		
<b>MATTHEWS TIRE</b>				
72343 FLAT REPAIR ON 1 TIRE #29		46.58	10/19	101-53330-204
72343 FLAT REPAIR ON 1 TIRE #29		25.95	10/19	101-53330-225
72389 PATCHED 1 TIRE ON TRUCK #6		25.64	10/19	101-53330-204
72389 PATCHED 1 TIRE ON TRUCK #6		33.00	10/19	101-53330-225
72417 FLAT REPAIR ON 1 TIRE #28		8.50	10/19	101-53330-225
72417 FLAT REPAIR ON 1 TIRE #28		22.68	10/19	101-53330-204
72420 2 NEW TIRES #43		779.45	10/19	101-53330-225
72420 2 NEW TIRES #43		40.00	10/19	101-53330-204
<b>Total MATTHEWS TIRE:</b>		<b>981.80</b>		
<b>NASSCO INC</b>				
CMS2414599.001-1 RETURNED MERCHANDISE		64.15-	11/19	206-55110-244
S2537370.001 PAPER TOWELS/HAND SOAP		214.30	10/19	101-53310-244
S2541804.001 PAPER TOWEL, CAN LINERS, BATH TISSUE		837.32	10/19	206-55110-244
S2541804.001 PAPER TOWEL, CAN LINERS, BATH TISSUE		578.36	10/19	101-51650-244
S2541804.001 PAPER TOWEL, CAN LINERS, BATH TISSUE		275.01	10/19	207-52120-244
S2541804.001 PAPER TOWEL, CAN LINERS, BATH TISSUE		91.60	10/19	101-52250-244

Invoice	Description	Total Cost	Period	GL Account
<b>Total NASSCO INC:</b>		<b>1,932.44</b>		
<b>OFFICE ENTERPRISES INC</b>				
451704	INK CARTRIDGE FOR POSTAGE METER	196.37	10/19	101-51650-206
<b>Total OFFICE ENTERPRISES INC:</b>		<b>196.37</b>		
<b>O'REILLY AUTOMOTIVE INC</b>				
2043185467	RETURNED MERCHANDISE	4.40-	09/19	101-53330-218
2043-185717	AIR, OIL, & COOLANT FILTERS	152.98	10/19	101-53330-218
2043-185816	SPINDLE NUT #6	15.26	10/19	101-53330-225
2043-185911	OIL SEAL #98	19.00	10/19	101-53330-225
2043-186022	MECHANIC WIRE FOR TREE PLANTING	16.99	10/19	101-55440-218
2043-187333	HEADLIGHT	14.62	10/19	101-53310-218
2043-187337	LIGHT BULBS	15.52	10/19	101-53330-218
2043-187373	OIL FILTERS	169.85	10/19	101-53330-218
2043-188131	SEALANT #80	3.99	10/19	101-53330-225
2043-188243	SHOP OIL	69.99	10/19	101-53330-217
2043-188389	OIL, AIR, CABIN FILTERS	206.40	10/19	101-53330-218
2043-188433	AIR & COOLANT FILTERS	131.50	10/19	101-53330-218
2043-188548	ANTIFREEZE	29.98	10/19	101-53330-218
2043-189020	OIL FILTERS	43.74	10/19	101-53330-218
2043-189077	FUEL, WATER, & COOLANT FILTERS	50.54	10/19	101-53330-218
<b>Total O'REILLY AUTOMOTIVE INC:</b>		<b>935.96</b>		
<b>OUTAGAMIE CO REGISTER OF DEEDS</b>				
201900000284	RECORDING FEES - LAND RECORDS	60.00	10/19	101-51440-262
<b>Total OUTAGAMIE CO REGISTER OF DEEDS:</b>		<b>60.00</b>		
<b>OUTAGAMIE COUNTY TREASURER</b>				
10167	OCTOBER SANITATION FEES	14,538.44	10/19	201-53620-204
1017777	BRIDGE INSPECTIONS	148.54	10/19	101-53300-204
<b>Total OUTAGAMIE COUNTY TREASURER:</b>		<b>14,686.98</b>		
<b>PACKER CITY INTL TRUCKS INC</b>				
X103079731:01	SWITCH TURN SIGNAL #80	213.78	10/19	101-53330-225
X103079779:01	RETURNED MERCHANDISE	122.20-	10/19	101-53330-218
X103079779:01	RETURNED MERCHANDISE	62.40-	10/19	101-53330-225
X103079893:01	VALVE FOR TRUCK #7	136.32	10/19	101-53330-225
X103079975:01	BUMPER & GUIDE HOOD LOCATOR #88	158.23	10/19	101-53330-225
<b>Total PACKER CITY INTL TRUCKS INC:</b>		<b>323.73</b>		
<b>PITTMAN, REBECCA</b>				
110219	SECURITY DEPOSIT REFUND	50.00	11/19	208-21235
<b>Total PITTMAN, REBECCA:</b>		<b>50.00</b>		
<b>PTM DOCUMENT SYSTEMS</b>				
72825	W2s/1099s/ENVELOPES/1098s	158.04	11/19	101-51420-207
<b>Total PTM DOCUMENT SYSTEMS:</b>		<b>158.04</b>		

Invoice	Description	Total Cost	Period	GL Account
<b>REINDERS INC</b>				
2681211	SEED FOR STUMP FILLING AREAS	31.50	10/19	101-55440-215
2681211	SEED FOR SIDEWALK FILLING AREAS	31.50	10/19	101-53300-215
2681230	ICE MELT AND PALLETS	171.55	10/19	206-55110-244
2681230	ICE MELT AND PALLETS	118.49	10/19	101-51650-244
2681230	ICE MELT AND PALLETS	56.35	10/19	207-52120-244
2681230	ICE MELT AND PALLETS	18.75	10/19	101-52250-244
CM2681250	RETURNED PALLETS	2.12-	10/19	206-55110-244
CM2681250	RETURNED PALLETS	1.46-	10/19	101-51650-244
CM2681250	RETURNED PALLETS	.70-	10/19	207-52120-244
CM2681250	RETURNED PALLETS	.22-	10/19	101-52250-244
<b>Total REINDERS INC:</b>		<b>423.64</b>		
<b>REMIKER-DEWALL, LISA</b>				
10/19 REIMBURSE	MILEAGE REIMBURSEMENT-UTILITY UNIVERSITY	126.44	10/19	620-53924-201
<b>Total REMIKER-DEWALL, LISA:</b>		<b>126.44</b>		
<b>RIETVELD, LOU ANN</b>				
110319	SECURITY DEPOSIT REFUND	100.00	11/19	208-21235
<b>Total RIETVELD, LOU ANN:</b>		<b>100.00</b>		
<b>RUIZ LEON, MIGUEL</b>				
110919	SECURITY DEPOSIT REFUND	100.00	11/19	208-21235
<b>Total RUIZ LEON, MIGUEL:</b>		<b>100.00</b>		
<b>SECURITY FENCE &amp; SUPPLY CO</b>				
2019-36251	STRAIGHTEN 13 LINE & 2 GATE POSTS	984.00	10/19	101-55200-242
<b>Total SECURITY FENCE &amp; SUPPLY CO:</b>		<b>984.00</b>		
<b>SLOTKE, JEREMY</b>				
11/19 REIMBURSE	MILEAGE REIMBURSEMENT-FTO SCHOOL	161.24	11/19	207-52120-201
<b>Total SLOTKE, JEREMY:</b>		<b>161.24</b>		
<b>STAPLES ADVANTAGE</b>				
3430141706	YELLOW HIGHLIGHTERS	7.99	11/19	101-51650-206
3430141706	3 RING BINDER	29.09	11/19	101-51400-206
3430141707	BLACK INK TONER FOR HP PRINTER	127.60	11/19	101-51420-206
3430147832	SCISSORS & ENVELOPES-EVIDENCE SUPPLY	27.65	11/19	207-52120-218
3430147832	COPY PAPER & CALENDARS	101.12	11/19	207-52120-206
<b>Total STAPLES ADVANTAGE:</b>		<b>293.45</b>		
<b>STONERIDGE LITTLE CHUTE LLC</b>				
1064450855	BAKERY ITEMS	39.99	10/19	101-52200-211
1064661017	FOOD	5.38	10/19	101-52200-211
1066761151	BEVERAGES	20.00	10/19	101-52200-211
21007741633	BAKERY ITEMS	23.88	10/19	101-52200-211
21008621020	BEVERAGES	19.21	10/19	101-52200-211
21054881647	FOOD	20.83	10/19	101-52200-211
22029681201	CLEANING SUPPLIES	20.99	10/19	101-52200-211
22067181108	FOOD	245.24	10/19	101-52200-211

Invoice	Description	Total Cost	Period	GL Account
22088411922	FOOD	39.62	10/19	101-52200-211
22090371111	BEVERAGES	12.50	10/19	101-52200-211
23001661609	FOOD	71.82	10/19	101-52200-211
23027561136	FOOD	52.26	10/19	101-52200-211
23081321936	FOOD AND BEVERAGES	179.77	10/19	101-52200-211
23084411726	BAKERY ITEMS	38.68	10/19	101-52200-211
24011752020	FOOD	5.18	10/19	101-52200-211
24046061054	SENIOR PROGRAM ITEMS	12.81	10/19	101-55300-218
Total STONERIDGE LITTLE CHUTE LLC:		<b>808.16</b>		
SURIN, JASEN				
11/19 REIMBURSE	REIMBURSEMENT FOR SAFETY SHOES & GLOVE	173.23	11/19	101-53310-213
Total SURIN, JASEN:		<b>173.23</b>		
THEDACARE LABORATORIES				
OCT 2019 1210055	OCTOBER BLOOD DRAWS	255.00	10/19	207-52120-204
Total THEDACARE LABORATORIES:		<b>255.00</b>		
TIME WARNER CABLE				
11/19 60505470190	NOVEMBER/DECEMBER SERVICE	158.47	11/19	101-51650-203
Total TIME WARNER CABLE:		<b>158.47</b>		
TRUCK COUNTRY OF WISC				
X202578490:01	MISCELLANEOUS PARTS #40	34.86	10/19	101-53330-225
X202579393:01	FILTER ELEMENT & CRANKCASE #41	392.86	10/19	101-53330-225
Total TRUCK COUNTRY OF WISC:		<b>427.72</b>		
U.S. BANK				
11/19 59455565491	ADOBE	251.87	11/19	101-51960-227
11/19 59455565491	AMAZON	19.99	11/19	101-51440-211
11/19 59455565491	OPERATOR LICENSE BACKGROUND CHECKS	14.00	11/19	101-51440-204
11/19 59455565491	SURVEY MONKEY	384.00	11/19	101-51400-204
11/19 59455565491	ADOBE	26.24	11/19	101-51400-208
11/19 59455565491	ROKU/FLASH DRIVES/APPLE IPAD CASES	267.22	11/19	101-52200-218
11/19 59455565491	FIRE INSPECTORS CONF-ACCOMODATIONS	297.00	11/19	101-52200-201
11/19 59455565491	CAR CHARGERS & WIRELESS STAND	69.57	11/19	101-52200-203
11/19 59455565491	HALLOWEEN CANDY	210.41	11/19	101-52200-225
11/19 59455565491	COPY PAPER/TAPE/POST ITS	88.64	11/19	101-52200-206
11/19 59455565491	ADVERTISING FACEBOOK	15.43	11/19	101-52200-207
11/19 59455565491	PREMIUM FUEL	102.01	11/19	101-53330-217
11/19 59455565491	TARGETS FOR ARCHERY PROGRAM	14.97	11/19	101-55300-218
11/19 59455565491	ROLLING STORAGE UNIT FOR MED SUPPLIES	89.98	11/19	101-55460-213
11/19 59455565491	TOTES FOR STORAGE OF JETS CLOTHING	29.88	11/19	101-55460-225
11/19 59455565491	BACKGROUND CHECKS FOR DEER HUNTERS	98.00	11/19	101-55200-218
11/19 59455565491	PARKING FOR MEETING	2.00	11/19	207-52120-218
11/19 59455565491	PIZZA FOR MEETING	46.97	11/19	207-52120-218
11/19 59455565491	POSTAGE	25.25	11/19	452-57331-226
11/19 59455565491	FUEL	24.70	11/19	206-55110-242
11/19 59455565491	AWWA CONFERENCE TAX REFUND	14.57-	11/19	620-53924-201
11/19 59455565491	WGFOA CONFERENCE-REMIKER-DEWALL	85.00	11/19	101-51420-201
11/19 59455565491	FILE FOLDERS AND PENCILS	23.08	11/19	101-53310-206
11/19 59455565491	FIX CRACKS - PIERCE AVE	1,180.00	11/19	101-53300-263

Invoice	Description	Total Cost	Period	GL Account
11/19 59455565491	EVIDENCE SUPPLIES	258.45	11/19	207-52120-218
11/19 59455565491	PARKING SUSPENSION TICKETS	21.42	11/19	207-52120-204
11/19 59455565491	IMPOUND SUPPLIES	9.96	11/19	207-52120-218
11/19 59455565491	OFFICER MEMO BOOKS	5.27	11/19	207-52120-206
11/19 59455565491	SUPERVISORY TRAINING	425.00	11/19	207-52120-201
11/19 59455565491	MEALS @ TRAINING	28.43	11/19	207-52120-201
11/19 59455565491	LIGHT BAR REPAIR REFUND	19.80-	11/19	207-52120-247
11/19 59455565491	SAFETY LIGHTS FOR CROSSING GUARDS	41.98	11/19	101-52350-218
11/19 59455565491	HOOK FOR CABINET	3.39	11/19	207-52120-218
11/19 59455565491	TRANSUNION	50.00	11/19	207-52120-204
Total U.S. BANK:		<u>4,175.74</u>		
UNEMPLOYMENT INSURANCE				
9802896	UNEMPLOYMENT-CASTONIA	1,480.00	10/19	101-51410-113
Total UNEMPLOYMENT INSURANCE:		<u>1,480.00</u>		
UNIFIRST CORPORATION				
0970295428	SHIRTS/PANTS	4.59	11/19	101-53330-213
0970295428	LAUNDRY BAGS/WIPERS	15.50	11/19	101-53330-218
0970295940	SHIRTS/PANTS	4.51	11/19	101-53330-213
0970295940	LAUNDRY BAGS/WIPERS	15.50	11/19	101-53330-218
Total UNIFIRST CORPORATION:		<u>40.10</u>		
UNIFORM SHOPPE				
292630	CHAPLAIN JACKET	261.95	10/19	207-52120-227
292730	UNIFORM-WERY	166.44	10/19	207-52120-212
Total UNIFORM SHOPPE:		<u>428.39</u>		
US VENTURE				
L64032	#7 SPECTRO V100 WATER AF FUEL	40.00	11/19	101-53330-204
L64032	#3813 SPECTRO V100 WATER AF FUEL	20.00	11/19	101-53330-204
Total US VENTURE:		<u>60.00</u>		
VALLEY LIQUOR				
806383	BEVERAGE SUPPLIES	14.00	10/19	101-52200-211
806392	BEVERAGES AND SUPPLIES	25.98	10/19	101-52200-211
807284	BEVERAGES	291.90	10/19	101-52200-211
Total VALLEY LIQUOR:		<u>331.88</u>		
VAN DERA, RYAN				
103119	OCTOBER CLEAN UP	30.00	10/19	101-52200-111
Total VAN DERA, RYAN:		<u>30.00</u>		
VORPAHL FIRE AND SAFETY				
215282765	RECERTIFY WINCH	203.94	10/19	610-53612-213
215282765	RECERTIFY WINCH	203.94	10/19	620-53644-213
215282765	RECERTIFY WINCH	203.94	10/19	630-53442-213
215282765	RECERTIFY WINCH	203.92	10/19	101-55200-213

Invoice	Description	Total Cost	Period	GL Account
	<b>Total VORPAHL FIRE AND SAFETY:</b>	<b>815.74</b>		
	<b>WASTEBUILT ENTITIES</b>			
3387671-1	FREIGHT CHARGES	13.13	09/19	101-53330-225
3407660	HIGH PRESSURE FILLER #40	846.50	11/19	101-53330-225
	<b>Total WASTEBUILT ENTITIES:</b>	<b>859.63</b>		
	<b>WELLS FARGO FINANCIAL LEASING</b>			
5007891468	NOVEMBER COPIER LEASE	450.00	11/19	101-53310-207
5007891468	NOVEMBER COPIER LEASE	803.15	11/19	101-51650-207
	<b>Total WELLS FARGO FINANCIAL LEASING:</b>	<b>1,253.15</b>		
	<b>WESTBURG, SETH</b>			
11/19 REIMBURSE	MEAL REIMBURSEMENT WPRA CONFERENCE	7.00	11/19	101-55200-201
	<b>Total WESTBURG, SETH:</b>	<b>7.00</b>		
	<b>ZIEBART RHINO LININGS/WI08</b>			
55854	RUST INSPECTION FOR TRUCK #86	46.30	11/19	101-53330-204
55865	RUST INSPECTION FOR #28	46.30	11/19	101-53330-204
	<b>Total ZIEBART RHINO LININGS/WI08:</b>	<b>92.60</b>		
	<b>Grand Totals:</b>	<b>90,741.60</b>		

**Report GL Period Summary**

Vendor number hash: 342591  
 Vendor number hash - split: 611803  
 Total number of invoices: 130  
 Total number of transactions: 201

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	90,741.60	90,741.60
<b>Grand Totals:</b>	<b>90,741.60</b>	<b>90,741.60</b>

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

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
<b>2019 UTILITY REFUNDS (5009)</b>							
128106100	Invoi	OVERPAYMENT REFUND ACCT #1-281061-00	5.21	Open	Non	11/19	001-15000
180044300	Invoi	OVERPAYMENT REFUND ACCT #1-80044300	20.15	Open	Non	11/19	001-15000
<b>Total 2019 UTILITY REFUNDS (5009):</b>			<b>25.36</b>				
<b>CELLCOM (4683)</b>							
373652	Invoi	FVMPD CELL - OCTOBER	1,418.37	Open	Non	10/19	207-52120-203
<b>Total CELLCOM (4683):</b>			<b>1,418.37</b>				
<b>DELLA MARCUS CORP (5018)</b>							
111219	Invoi	INSTALLATION OF BASE COURSE- PUBLIC STRE	24,000.00	Open	Non	11/19	416-57600-204
<b>Total DELLA MARCUS CORP (5018):</b>			<b>24,000.00</b>				
<b>DIGGERS HOTLINE INC (1380)</b>							
191 0 59201	Invoi	OCTOBER LOCATES	67.73	Open	Non	10/19	610-53612-209
191 0 59201	Invoi	OCTOBER LOCATES	67.73	Open	Non	10/19	620-53644-209
191 0 59201	Invoi	OCTOBER LOCATES	67.74	Open	Non	10/19	630-53442-209
<b>Total DIGGERS HOTLINE INC (1380):</b>			<b>203.20</b>				
<b>ENTERPRISE ELECTRIC INC (347)</b>							
19423	Invoi	CHECK PUMP @ RETENTION POND-STEPHEN ST	150.00	Open	Non	10/19	630-53441-204
<b>Total ENTERPRISE ELECTRIC INC (347):</b>			<b>150.00</b>				
<b>MARCO INC (3910)</b>							
25893403	Invoi	MONTHLY COPIER LEASE-0830227-NOVEMBER 20	192.50	Open	Non	11/19	207-52120-207
25893403	Invoi	MONTHLY COPIER LEASE-0985290-NOVEMBER 20	421.69	Open	Non	11/19	207-52120-207
<b>Total MARCO INC (3910):</b>			<b>614.19</b>				
<b>MATTHEWS TIRE &amp; SERVICE CENTER (768)</b>							
249042	Invoi	4 NEW TIRES ON SQUAD #181	790.71	Open	Non	10/19	207-52120-247
<b>Total MATTHEWS TIRE &amp; SERVICE CENTER (768):</b>			<b>790.71</b>				
<b>TIME WARNER CABLE (89)</b>							
10/19 60703290180	Invoi	OCTOBER/NOVEMBER SERVICE	106.16	Open	Non	10/19	620-53924-203
10/19 71391120150	Invoi	OCTOBER/NOVEMBER SERVICE	230.99	Open	Non	10/19	207-52120-203
11/19 70953560100	Invoi	NOVEMBER/DECEMBER SERVICE	211.37	Open	Non	11/19	101-51650-203
<b>Total TIME WARNER CABLE (89):</b>			<b>548.52</b>				
<b>UNITED RAYNOR (425)</b>							
22472	Invoi	LIFTMASTER 1-BUTTON TRANSMITTER	31.50	Open	Non	10/19	620-53644-221
<b>Total UNITED RAYNOR (425):</b>			<b>31.50</b>				
<b>VERIZON WIRELESS (3606)</b>							
9840109430	Invoi	SEPTEMBER/OCTOBER SERVICE	38.60	Open	Non	10/19	620-53924-203
<b>Total VERIZON WIRELESS (3606):</b>			<b>38.60</b>				

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
Grand Totals:			<u>27,820.45</u>				

## Report GL Period Summary

Vendor number hash: 30422  
Vendor number hash - split: 37092  
Total number of invoices: 13  
Total number of transactions: 16

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	27,820.45	27,820.45
Grand Totals:	<u>27,820.45</u>	<u>27,820.45</u>

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
<b>RAISERITE CONCRETE LIFTING INC (2575)</b>							
1806-2706-2848	Invoi	RAISE & SUPPORT DOTTY RD & LEWIS ST	6,972.00	Open	Non	10/19	101-53300-263
1910-0706-2832	Invoi	RAISE & SUPPORT WEST ELM DRIVE	9,618.00	Open	Non	10/19	101-53300-263
<b>Total RAISERITE CONCRETE LIFTING INC (2575):</b>							
<b>Grand Totals:</b>							
<b><u>16,590.00</u></b>							

**Report GL Period Summary**

Vendor number hash: 5150  
 Vendor number hash - split: 5150  
 Total number of invoices: 2  
 Total number of transactions: 2

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	16,590.00	16,590.00
<b>Grand Totals:</b>	<b>16,590.00</b>	<b>16,590.00</b>

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
<b>2019 REFUNDS-MISCELLANEOUS (5003)</b>							
110519	Invoi	CIVIC CENTER RENTAL REFUND	100.00	Open	Non	11/19	206-38211
<b>Total 2019 REFUNDS-MISCELLANEOUS (5003):</b>			<b>100.00</b>				
<b>2019 UTILITY REFUNDS (5009)</b>							
124365005	Invoi	OVERPAYMENT REFUND ACCT #1-243650-05	88.82	Open	Non	11/19	001-15000
126327415	Invoi	OVERPAYMENT REFUND ACCT #1-263274-15	236.74	Open	Non	11/19	001-15000
129255013	Invoi	OVERPAYMENT REFUND ACCT #1-292550-13	12.58	Open	Non	11/19	001-15000
<b>Total 2019 UTILITY REFUNDS (5009):</b>			<b>338.14</b>				
<b>ASHWAUBENON DANCE TEAM (4326)</b>							
2019 SOLO	Invoi	SOLO FEES	125.00	Open	Non	11/19	101-55300-218
<b>Total ASHWAUBENON DANCE TEAM (4326):</b>			<b>125.00</b>				
<b>AT &amp; T (5080)</b>							
287294953059	Invoi	LCFD NEW WIRELESS SERVICE	585.16	Open	Non	10/19	101-52200-203
<b>Total AT &amp; T (5080):</b>			<b>585.16</b>				
<b>FOX-WOLF WATERSHED ALLIANCE (3415)</b>							
2019 CONFERENC	Invoi	2019 WATERSHED CONFERENCE	220.00	Open	Non	11/19	630-53442-201
<b>Total FOX-WOLF WATERSHED ALLIANCE (3415):</b>			<b>220.00</b>				
<b>GFC LEASING - WI (4989)</b>							
12765952	Invoi	GFC LEASING COPIER OVERAGE CHARGES	22.69	Open	Non	11/19	101-53310-207
<b>Total GFC LEASING - WI (4989):</b>			<b>22.69</b>				
<b>GREEN BOYZ INC (4841)</b>							
58104	Invoi	VEGETATION CONTROL	80.00	Open	Non	06/19	206-55110-243
58106	Invoi	VEGETATION CONTROL	40.00	Open	Non	06/19	207-52120-243
58106	Invoi	VEGETATION CONTROL	40.00	Open	Non	06/19	101-52250-243
67893	Invoi	VEGETATION CONTROL	150.00	Open	Non	08/19	206-55110-243
<b>Total GREEN BOYZ INC (4841):</b>			<b>310.00</b>				
<b>LAPPEN SECURITY PRODUCTS INC (735)</b>							
LSPQ42119	Invoi	SERVICE CALL TO VILLAGE HALL/LIBRARY/CIVIC	47.50	Open	Non	10/19	206-55110-242
LSPQ42119	Invoi	SERVICE CALL TO VILLAGE HALL/LIBRARY/CIVIC	47.50	Open	Non	10/19	101-51650-242
<b>Total LAPPEN SECURITY PRODUCTS INC (735):</b>			<b>95.00</b>				
<b>NEWS PUBLISHING CO INC (857)</b>							
462042	Invoi	PUBLIC HEARING	56.43	Open	Non	10/19	101-51440-227
462044	Invoi	BUDGET HEARING	143.89	Open	Non	10/19	101-51650-207
<b>Total NEWS PUBLISHING CO INC (857):</b>			<b>200.32</b>				
<b>NORTHERN LIGHTS DISPLAY (5078)</b>							
19-1334	Invoi	CUSTOM BANNERS FOR STREET LIGHTS	2,412.80	Open	Non	10/19	209-56900-227
<b>Total NORTHERN LIGHTS DISPLAY (5078):</b>			<b>2,412.80</b>				

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
RIVERSIDE BY REYNEBEAU FLORAL (322)							
140271/1	Invoi	FLORAL ARRANGEMENT- HERMSEN	63.50	Open	Non	10/19	101-52200-219
Total RIVERSIDE BY REYNEBEAU FLORAL (322):			63.50				
TIME WARNER CABLE (89)							
10/19 70590040100	Invoi	OCTOBER/NOVEMBER SERVICE	91.01	Open	Non	10/19	101-52200-208
Total TIME WARNER CABLE (89):			91.01				
WARRANT PAYMENTS (4565)							
110619	Invoi	WARRANT- SCHREINER	535.00	Open	Non	11/19	207-21495
Total WARRANT PAYMENTS (4565):			535.00				
Grand Totals:			5,098.62				

## Report GL Period Summary

Vendor number hash: 64866  
 Vendor number hash - split: 70442  
 Total number of invoices: 18  
 Total number of transactions: 20

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	5,098.62	5,098.62
Grand Totals:	5,098.62	5,098.62

**LCFD Incident Report  
October 2019  
Number of responses: 11  
Last years: 16  
YTD: 183 (48)**

**10/02/2019      09:31 Water flow alarm sounding @  
Outagamie County Solid Waste 1419 Holland  
Road, false alarm  
#19LC00166**

**10/03/2019      00:06 Vehicle fire @ intersection of Carole  
Drive & Penny Lane, vehicle struck house,  
when backing away from house, struck utility  
box causing vehicle fire, vehicle fully engulfed,  
some damage to house, and neighboring  
driveway.  
#19LC00167**

**10/11/2019      19:55 CO alarm sounding @ 1301 Rosehill  
Road, no unit given in dispatch, contacted  
occupant, unit #14, investigated and found CO  
due to vehicle running in garage.  
#19LC00168**

**10/12/2019      11:48 Odor of natural gas, near intersection of  
North Avenue & Buchanan Street, contacted  
RP, found exact location approx. 5' south of  
railroad tracks on Buchanan Street, no odor  
present  
#19LC00169**

**10/17/2019      16:53 Burning complaint @ 212 E. McKinley Avenue, investigated advised home owner no burning of leaves,  
#19LC000170**

**10/18/2019      11:41 Accident cleanup @ 108 W. Main Street,  
#19LC000171**

**10/21/2019      10:13 Natural Gas leak @ 517 Meadow Lane, contractor (Northern Fence) installing fence post struck a gas line on the South west corner of house, evacuated homes near property, standby until WE Energies clamped off line, Kaukauna Utilities shut off power due to gas inside residence.  
#19LC000172**

**10/23/2019      16:31 Lift assist requested by Gold Cross ambulance 1315 VandenBroek Road Apartment #1  
#19LC00173**

**10/29/2019      04:44 Wire hanging low @ 2620 Riverside Drive Kaukauna Fire initially dispatched stand by until LCFD arrived, found a AT&T line hanging low across the road and sidewalk, stand by until cable company arrived  
#19LC00174**

**10/29/2019      05:38 Light pole struck and knocked over into street, Kaukauna Utilities was on scene already  
#19LC00175**

**10/31/2019      08:42 Accident with scene safety @ County  
Road N, above I-41, 2 vehicle accident with  
minor clean up  
#19LC00176**

Village of Little Chute  
Engineering Department

**NOTIFICATION TO THE BOARD**

ITEM DESCRIPTION: Lateral Installation for Sewer and Water Services
REPORT PREPARED BY: Christopher L. Murawski, P.E.
REPORT DATE: November 20, 2019
ADMINISTRATOR'S REVIEW / COMMENTS: No additional comments to this report _____ See additional comments attached _____
<p><b>EXPLANATION:</b></p> <p>Construction of service laterals outside of public right of way was typical prior to my arrival. It is my understanding this was provided as an option to residents as a potential cost savings measure, convenience, and limit the amount of disturbance on private property.</p> <p>In actuality pipe bursting is a more expensive alternate because of the specialized equipment and need for excavation pits. This method also does not eliminate defects such as sags in the sanitary sewer lateral because the new pipe can only follow the existing alignment.</p> <p>It has also been difficult to estimate, at the time of design, what will actually be required for repairs on the private side months in advance. Bid quantities such as excavation inside the home, outside the home, concrete coring, cleanout installation, floor drain installation and reconnection costs all have to be accounted for prior to bid. For each private installation village staff is also required to measure and track quantities for each home in order to bill them correctly. This would typically be done by the plumber for private work and only inspected by the community.</p> <p>For reconstruction projects the street is typically fully disturbed for installation of public and private main line utilities. The public mains are exposed for lateral connection without the need of a pit. Therefore, the Village is actually paying for a higher cost in the street to pipe burst.</p> <p>Financially, the private lateral outside of the right of way is still required to be accounted for in the bid prices for contractor payout but tracked separately from the assessment costs. The work outside the right of way is then specially billed to the property owner with the assessment costs. In many cases the property owner chooses a payment option and the Village is serving as the lender for improvements on private property.</p> <p>In my opinion the Village is accepting additional liability for bidding, tracking quantities and billing for this private work and in many cases the property owner has had issues with the performance of work provided by the subcontractor and Village staff is placed in a poor position between the resident and General Contractor.</p>
<p><b>RECOMMENDATION:</b></p> <p>Because of the higher costs involved, additional liability, increased coordination efforts and the inability of not removing vertical alignment issues it will become the Village Engineering Standard to only replace services to the right of way and to reconnect. It will be the property owner's responsibility for work required on private property. Written orders to replace will no longer include the option for the Village Contractor to perform this work.</p>

# VILLAGE OF LITTLE CHUTE MONTHLY REPORT – OCTOBER 2019



## ***Little Chute***

ESTABLISHED 1848

October 2019

Village Administrator Report to the Board of Trustees

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

## VILLAGE OF LITTLE CHUTE MONTHLY REPORT – OCTOBER 2019

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

As we continue this effort, the style and metrics will be fine-tuned to better capture operational aspects that will serve staff, the board and public with a more robust understanding of operations. Ultimately, this information can be used to assist in policy and fiscal decisions on the future of Village operations.

### Department Overview

The report will track monthly activities for the following:

- Village Administrator
- Clerk
- Community Development
- Finance Department
- Fox Valley Metro Police Department
- Kimberly/Little Chute Library
- Parks, Recreation and Forestry Department
- Department of Public Works
- Engineering Department

### Questions or Comments

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

James P. Fenlon  
Village Administrator  
108 W. Main Street  
Little Chute, WI 54140  
920-423-3850  
[james@littlechutewi.org](mailto:james@littlechutewi.org)

# Village Administrator

## HIGHLIGHTS

- The Board of Trustees worked on the following items in the month of October:
  - There were four different budget workshop sessions that covered general government, special revenue, utilities, debt, tax increment districts and joint departments.
  - Adopted ordinance changes related to finance payments and shotgun discharges.
  - Worked with Faith Technologies on an amendment to their development agreement.
  - The Board of Trustees adopted the 2020-2024 CIP. Staff sent letters to impacted parcel owners.
  - Approved a façade loan and a microloan.
- Continued to work with staff on an effective resolution to a billing issue with Outagamie County Landfill.
- Continued to work with the Village of Kimberly on the Joint Library and an effort to separate the department.
- Continued discussions and negotiations for the FVMPD Professional Police Association successor agreement.
- Met with Appleton officials to review the weights and measures program. Present fee changes to the Board in November for 2020.
- Attended the League of Wisconsin Municipality conference with a number of staff and Board Members.
- 

## TOP PRIORITIES FOR NOVEMBER

- Work with the Finance Director on remaining budget adjustments and present the final budget to the Board of Trustees for adoption at a Public Hearing on November 13<sup>th</sup> at 6 PM.
- Finalize and present a series of ordinances for action related to zoning, parks, and solid waste.
- Continue to work with the Village of Kimberly and the Board of Trustees on the future planning for the Joint Library.
- Continue to work with and meet with the FVMPD Professional Police Association.
- Continue to work with staff and developers on a number of promising projects for 2020.
- Advertise for the Community Development Director position.
- Meet with County officials regarding the Outagamie County Landfill.
- Host an all hands staff meeting regarding organizational efforts.
- Meet with the Parks Director, Ops Manager and FEMA regarding the 2019 storms.
- Attend the ribbon cutting for the Fox Cities Champion Center on November 20<sup>th</sup>.
- Finalize organizational survey for 2019, review all team members' reviews, and begin reviews of Department Heads for 2019.

# Clerk

## HIGHLIGHTS

October was another busy month in the Clerk's office. We are gathering information and preparing for our Winter newsletter to be mailed to all residents and plan to do newsletters quarterly in 2020. The election equipment had its yearly maintenance software upgrades to assure it's ready for the busy 2020 election year. We continue to prepare for the 2020 election with online webinar training and plan to attend 2020 Presidential Election Academy Training.

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

- Shared data from social media sites
- Agendas/Minutes for meetings (Regular Board, Special Meeting, Plan, Utility)
- Continued maintenance of the Village Website and social media outlets
- Ongoing phone/supply ordering support
- Civic Center/Village Hall rentals
- Processing WEC Mover Voters
- Recording CSM's
- Election equipment maintenance
- Clerk attended Leadership Conference
- Annexation Paperwork

Goals for November:

- Agendas/Minutes for meetings
- Winter Newsletter information gathering and editing
- Share data from social media sites
- Maintenance of the Village Website and social media outlets
- Ongoing phone/supply ordering support
- Civic Center/Village Hall rentals
- Prepare and attend the 2020 Presidential Election Academy (Laurie and Amber)
- Plan and organize Employee luncheon – This Spud's for You
- Organize and plan for Employee Anniversary Party (Dec) and Holiday Luncheon

**CLERK'S OFFICE DATA FOR OCTOBER****Village of Little Chute Website and Social Media Metrics - October 2019**

	This Month	This Month Last Year	% Change	Year to Date	Last Year to Date	% Change
<b>Website Visits</b>	8,768	11,464	-23.52%	26,094	67,280	-61.22%
<b>Website Page Views</b>	12,575	15,666	-19.73%	153,214	93,694	63.53%
<b>Facebook Likes</b>	3,715	3,071	20.97%	3,715	3,071	20.97%
<b>Facebook Reach</b>	41,616	48,982	-15.04%	156,496	240,164	-34.84%
<b>Village Hall Blog View</b>	449	628	-28.50%	1,677	2,315	-27.56%
<b>Instagram Followers</b>	526	410	28.29%	526	410	28.29%
<b>Twitter Followers</b>	384	306	25.49%	384	306	25.49%
<b>Twitter Impressions</b>	2,193	4,972	-55.89%	2,984	16,771	-82.21%

# Community Development

## HIGHLIGHTS

- Met with Commercial Developers regarding sites and TIF in village.
- Continued Inspections of homes, apartments and commercial projects.
- Received petition for annexation area.
- Discussions with architects regarding new projects.
- Attended Wisconsin downtown summit
- Attended League Conference.
- Met with team at East Central regarding state required housing report.
- Appleton boundary discussions.
- County Comp plan meeting
- GIS needs meeting.

## TOP PRIORITIES FOR NOVEMBER

- Meet with builders and owners about upcoming commercial projects.
- Attend DOR mandatory assessment meeting.
- Meet with Engineers regarding Commercial/Industrial projects.
- Meet with team at East Central regarding state required housing report.
- Continued Inspections of homes, apartments, industrial and commercial projects.
- Assist developers, surveyors, and realtors with zoning requirements.

## COMMUNITY DEVELOPMENT OCTOBER DATA

Community Development Department 2019 Permit Data			
	October-19	2019 Totals	2018 TOTALS
Permits Issued	81	575	622
Property Complaints	1	28	61
Property/Field Inspections		679	929
Action Corrected	1	10	44
Ongoing	1	25	16

Community Development Department 2019 Permit Data			
	October-19	2019 Totals	2018 TOTALS
Permits Issued	88	582	622
Permit Fees	\$20,692	\$98,945	\$257,754
Permit Value	\$2,665,980	\$33,586,643	\$47,343,017

# Finance Department

## HIGHLIGHTS

- Capital Improvement Plan for 2020-2024 was adopted, posted to the website and notification to residents mailed with assistance from the Clerk's Office.
- Prepared Official Statement in anticipation of rating call and approval of parameters resolution to pursue debt refunding for interest cost savings
- Completed all budget workshops, released public notice for budget hearing including copies of the 2020 Budget available to the general public for inspection/review at Village Hall and the Library
- Joint meeting with Kimberly approved FVMPD and Library Budgets
- Completed all staff reviews by October 31, 2019
- 4,038 utility bills created, 104 service orders (Final Reads, High/Low Reads, Meter Installations) created/coordinated with MCO and 775 Landlord notices mailed for tenant delinquency notification (tax certification month)
- 779 ratepayers opted out of postcard billing, 1,519 ratepayers utilized PSN and 676 ACH for payments in October.

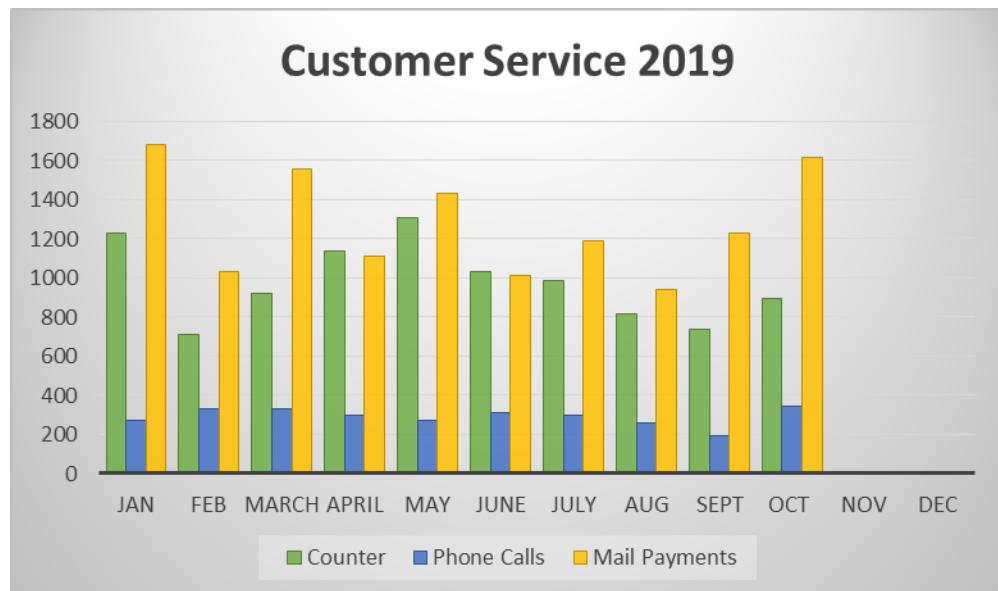
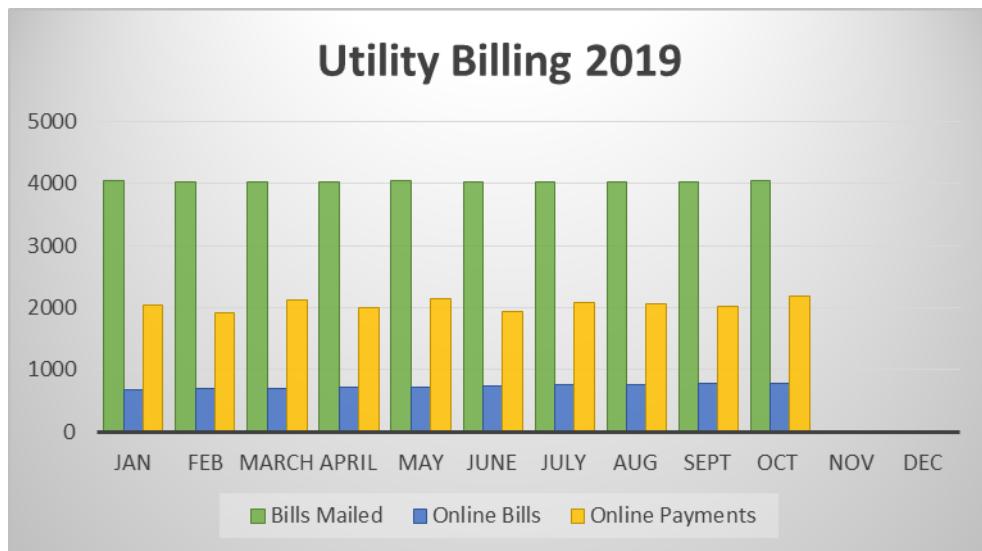
## TOP PRIORITIES FOR NOVEMBER

- Adoption of the 2020 Village Budget
- Download special assessments and charges to the Outagamie County System
- Provide tax rate calculations as early as possible to Outagamie County placing the Village in an optimal slot in the queue for generation of tax bills. This spreads out collection process providing increased customer service, decreased costs by minimizing overtime plus providing better work/life balance for employees during the holiday season
- Implement ACH and Check Positive Pay security measures with First Business Bank. Set up of Reich and Tang Transfer to reduce custodial risk and increase interest earnings.
- All staff to attend Outagamie County tax training, Director to participate in GFOA Governmental Accounting Standards Update Webinar
- Moody's Rating Call then monitor market for ability to authorize refunding for interest savings of approximately \$180,000 achieving PV cost savings of at least 2.5%

## CONTINUOUS IMPROVEMENT EFFORTS

- Closed non-interest-bearing uncollateralized operations accounts resulting transferring to First Business Bank resulting in a net revenue increase of over \$3,900 after bank service charges for October plus assets fully collateralized
- Cross training for all staff in Workhorse Special Assessment software

## OCTOBER DATA





## Fox Valley Metro Police Department

### HIGHLIGHTS

- As of November 2nd, Officer Pynenberg has returned to full, patrol duties. Officer Pynenberg was on administrative duties pending the outcome of the officer involved shooting investigation.
- Conditional offers of employment for the position of police officer have been given to Kaylee Blader and Ricardo Lozano. These hires would fill the two, vacant patrol positions created by the resignations of Aaron Wanserski and Jim Brandt.
- On November 5th, several supervisors from the department attended management training related to best practices for hiring employees. The training was presented by the Wisconsin Public Employer Labor Relations Association. Based on the training we received, we are in the process of reviewing our current job descriptions and our hiring process as a whole.
- I have formed a Strategic Planning Committee at Metro to assist us with our planning and vision. The group consists of members of the command staff, the administrative manager, a patrol officer from each shift, an investigator and a school resource officer. We had our first meeting this week and have identified areas of focus to start a discussion on at the next meeting. It is my goal that this plan will assist us with future budgets as well.
- Last week, Captain Slotke attended his second week of the Wisconsin Law Enforcement Command College training. The Command College is an upper level, law enforcement leadership program in which attendees attend for six weeks – one week at a time, every other month. The training is held at the Wisconsin State Patrol Academy. For more info: <https://continuingstudies.wisc.edu/cpm-command-college/>
- I commend all the patrol officers for all the overtime and shift adjustments that they have been going through due to the patrol staffing shortages. In addition to that, some of the school resource officers and an investigator have been assisting with taking patrol shifts.

### TOP PRIORITIES

- Fill vacant staff positions (patrol).
- Prepare for new CSO positions (job description, policy, uniforms, etc.)
- Continue to work on the department policy manual.
- Labor Agreement

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



## FOX VALLEY METRO POLICE DEPARTMENT

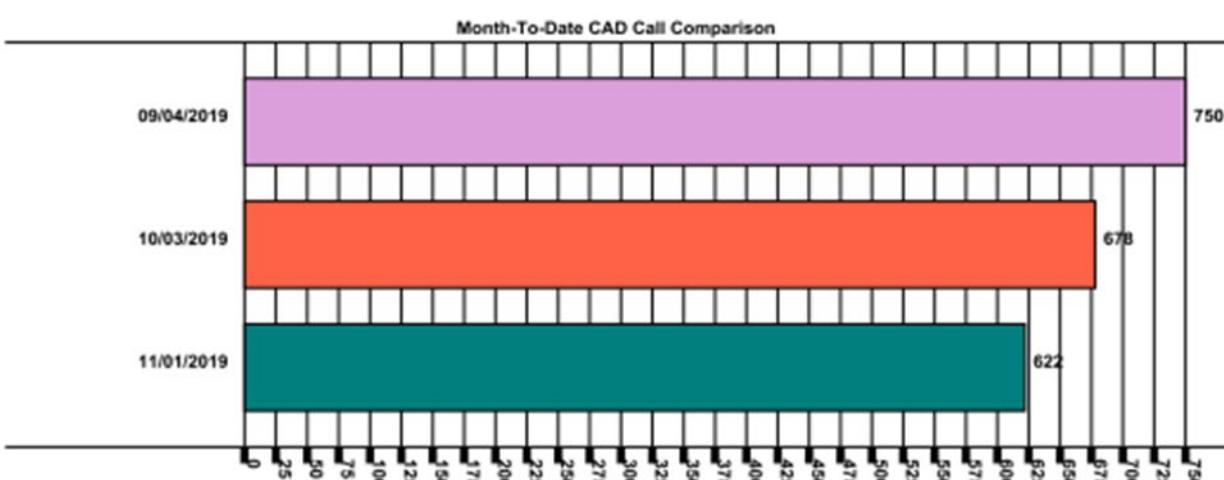
Month-to-Date CAD Call Detail

### Month-To-Date CAD Received Calls

Call Nature	10/04/2019	09/05/2019	1 mo %	08/07/2019	2 mo %
	to 11/01/2019:	to 10/03/2019:	change:	to 09/04/2019:	change:
911 Hangup	0	1	-100.0%	0	N/A
911 Misdial	58	44	31.8%	40	45.0%
Abandoned Vehicle	5	3	66.7%	2	150.0%
Accident in a Parking Lot	4	2	100.0%	1	300.0%
Accident with Injury	0	0	N/A	1	-100.0%
Accident with Scene Safety	0	3	-100.0%	1	-100.0%
Accident with Spill Cleanup	0	0	N/A	1	-100.0%
Alcohol Violations	1	1	0.0%	0	N/A
Allergies D-David Response	0	1	-100.0%	0	N/A
Animal Bite	5	1	400.0%	2	150.0%
Animal Call	17	28	-39.3%	21	-19.0%
Assist Citizen or Agency	37	42	-11.9%	37	0.0%
Back Problem A-Adam Response	1	0	N/A	0	N/A
Bleeding D-David Response	0	3	-100.0%	1	-100.0%
Breathing Problem C-Charles	0	1	-100.0%	0	N/A
Breathing Problem D-David	4	3	33.3%	3	33.3%
Breathing Problem E-Edward	0	0	N/A	1	-100.0%
Burglary	0	2	-100.0%	0	N/A
Business Check	0	2	-100.0%	0	N/A
Carbon Monoxide Alarm	1	0	N/A	0	N/A
Chest Complaint C-Charles	0	1	-100.0%	1	-100.0%
Chest Complaint D-David	2	3	-33.3%	2	0.0%
Choking D-David Response	0	1	-100.0%	0	N/A
Civil Matter Assist	0	1	-100.0%	2	-100.0%
Civil Process	10	4	150.0%	7	42.9%
Crime Prevention	90	105	-14.3%	123	-26.8%
Damage to Property	3	3	0.0%	3	0.0%
Disturbance	18	18	0.0%	14	28.6%
Disturbance with a Weapon	0	1	-100.0%	0	N/A
Domestic Disturbance	4	3	33.3%	3	33.3%

Domestic Disturbance w/Weapon	0	2	-100.0%	0	N/A
Drug Complaint	2	3	-33.3%	2	0.0%
Fainting A-Adam	1	0	N/A	0	N/A
Falls A-Adam Response	1	3	-66.7%	0	N/A
Falls B-Boy Response	0	5	-100.0%	2	-100.0%
Falls D-David Response	0	1	-100.0%	2	-100.0%
Fire Alarm Commercial	0	8	-100.0%	1	-100.0%
Fire Alarm Residential	0	0	N/A	2	-100.0%
Fire Unauthorized Burning	1	2	-50.0%	1	0.0%
Fire Vegetation or Grass	0	1	-100.0%	0	N/A
Fire Vehicle Small	0	2	-100.0%	0	N/A
Fireworks Complaint	0	0	N/A	1	-100.0%
Fraud Complaint	6	2	200.0%	10	-40.0%
Garbage or Rubbish Fire	0	0	N/A	2	-100.0%
Graffiti Complaint	2	0	N/A	0	N/A
Harassment	9	5	80.0%	10	-10.0%
Hazard in Roadway	9	4	125.0%	13	-30.8%
Headache A-Adam Response	0	1	-100.0%	0	N/A
Headache C-Charles Response	0	1	-100.0%	0	N/A
Heart Problem D-David	2	1	100.0%	0	N/A
Jail GPS Checks	1	0	N/A	3	-66.7%
Juvenile Complaint	3	5	-40.0%	4	-25.0%
Law Alarms - Burglary Panic	7	6	16.7%	7	0.0%
Lost or Found Valuables	12	5	140.0%	8	50.0%
Medical Assistance No Injury	5	4	25.0%	3	66.7%
Medical Pre-Alert	8	1	700.0%	1	700.0%
Missing Person	2	1	100.0%	4	-50.0%
Motorist Assist	15	17	-11.8%	17	-11.8%
Natural Gas or Propane Leak	2	0	N/A	0	N/A
Noise Complaint	5	2	150.0%	10	-50.0%
Ordinance Violation	8	10	-20.0%	10	-20.0%
PNB B-Boy Response	0	1	-100.0%	0	N/A
PNB E-Edward Response	0	1	-100.0%	1	-100.0%
Parking Enforcement	14	14	0.0%	14	0.0%
Pregnancy D-David	0	0	N/A	1	-100.0%
Reckless Driving Complaint	17	25	-32.0%	23	-26.1%
Residence Lockout	0	2	-100.0%	1	-100.0%
Restraining Order Tracking	0	0	N/A	1	-100.0%
Retail Theft	0	1	-100.0%	3	-100.0%
Runaway Juvenile	3	3	0.0%	4	-25.0%
Scam	0	0	N/A	1	-100.0%

Seizure A-Adam Response	0	1	-100.0%	1	-100.0%
Seizure C-Charles Response	0	1	-100.0%	0	N/A
Seizure D-David Response	0	1	-100.0%	2	-100.0%
Sex Offense	1	1	0.0%	1	0.0%
Sick A-Adam	2	2	0.0%	0	N/A
Sick C-Charles	1	1	0.0%	0	N/A
Sick D-David	1	0	N/A	3	-66.7%
Spill Cleanup	0	1	-100.0%	0	N/A
Stroke C-Charles	0	1	-100.0%	2	-100.0%
Structure Fire Smoke or Flame	0	0	N/A	1	-100.0%
Suspicious Incident	9	19	-52.6%	18	-50.0%
Suspicious Person	7	5	40.0%	4	75.0%
Suspicious Vehicle	17	11	54.5%	9	88.9%
Testing Only	0	0	N/A	1	-100.0%
Theft Complaint	8	6	33.3%	7	14.3%
Theft of Automobile Complaint	2	1	100.0%	1	100.0%
Traffic Enforcement	15	12	25.0%	45	-66.7%
Traffic Stop	94	124	-24.2%	155	-39.4%
Transport Accident B-Boy	1	1	0.0%	0	N/A
Transport Accident D-David	0	1	-100.0%	0	N/A
Traumatic Injuries A-Adam	1	0	N/A	0	N/A
Traumatic Injuries B-Boy	1	0	N/A	0	N/A
Trespassing	1	2	-50.0%	1	0.0%
Unconscious D-David	4	0	N/A	2	100.0%
Unlocked or Standing Open Door	5	15	-66.7%	8	-37.5%
Vehicle Accident	23	19	21.1%	16	43.8%
Vehicle Lockout	9	8	12.5%	8	12.5%
Violation of Court Order	0	1	-100.0%	2	-100.0%
Wanted Person or Apprehension	1	0	N/A	1	0.0%
Water Problem	0	0	N/A	1	-100.0%
Welfare Check	21	28	-25.0%	28	-25.0%
Wire Down	2	0	N/A	2	0.0%



# Kimberly/Little Chute Joint Public Library

## HIGHLIGHTS

- ILS recommendation committee recommendation of ILS launch September 2020
- WLA
- AR/VR Google Expeditions kit ordered.
- Periodical service review

## TOP PRIORITIES FOR NOVEMBER

- Train new staff & continue to build volunteer program.
- Develop writing program with partners
- eCPR Training
- Review Marketing Plan & Websites
- Hoopla Review
- Develop technology trouble shooting training

## UPCOMING EVENTS

- **Identity Theft: Protect and Prevent, Monday, November 04, 2019, 12:00 PM - 1:30 PM & 6:00 PM - 7:30 PM, Little Chute Public Library** - Identity theft continues to be the fastest growing crime in the United States. The more you learn about it, the less vulnerable you are. The Wisconsin Bureau of Consumer Protection will explain the different types of identity theft, how to recognize it and how to prevent it – including information about Fraud Alerts and Security Freezes. Receive tips for safeguarding personal information and how to spot the red flags of a scam. You will also be given helpful brochures to take home with you.
- **Words with Willow: Read to a Cat, Tuesday, November 05, 2019, 4:00 PM - 5:30 PM, Kimberly Public Library**  
Kids in grades 1-5 are invited to register for a fifteen minute session to read to Willow - a meow-velous therapy cat. Space is limited. Please call the Kimberly Library at 920-788-7515 to register and guarantee a spot. Walk-ins will be accommodated if space allows.
- **Come Write In, Tuesday, November 05, 2019, 5:00 PM - 7:30 PM, Kimberly Public Library**  
November is National Novel Writing Month. We are here to help you reach your goals, meet other Wrimos, find encouragement, and have fun at our weekly Come Write In sessions Tuesday nights throughout November.
- **After School STEAM Rollers, Wednesday, November 06, 2019, 2:15 PM - 3:15 PM, Little Chute Public Library**  
Hey, Little Chute third-sixth graders! Looking for something to do on your early release afternoons? Join us for STEAM-based activities!
- **Toddler Drive-In, Friday, November 08, 2019, 9:30 AM - 10:15 AM, Little Chute Public Library**  
Transform a cardboard box into your very own car with supplied decorations and then watch a book-based animated short. Perfect for preschoolers!
- **Page Turners Book Club, Monday, November 11, 2019, 4:00 PM - 4:30 PM, Kimberly Public Library**  
Page Turners is a new book club for third and fourth graders that meets at the Kimberly Library on the second Monday of every month during the school year. Join anytime! We will have discussions and other fun activities related to each month's book. November's book is Clementine by Sara Pennypacker, a funny story about a quirky eight-year old who unintentionally gets in trouble that leads to a "disastrous" week . Stop by the desk at the Kimberly Library to pick up a copy starting in October.
- **Come Write In, Tuesday, November 12, 2019, 5:00 PM - 7:30 PM, Kimberly Public Library** - November is National Novel Writing Month. We are here to help you reach your goals, meet other Wrimos, find encouragement, and have fun at our weekly Come Write In sessions Tuesday nights throughout November.

- **After School STEAM Rollers, Wednesday, November 13, 2019, 2:15 PM - 3:15 PM, Little Chute Public Library** - Hey, Little Chute third-sixth graders! Looking for something to do on your early release afternoons? Join us for STEAM-based activities!
- **The Afternoon Book Club, Thursday, November 14, 2019, 1:00 PM - 2:30 PM, Kimberly Public Library** - Join the afternoon book club on the second Thursday of each month at 1:00 pm at the Kimberly Public Library to discuss a variety of fiction and non-fiction selections. All are welcome! If you need a copy of the book, visit the front desk at either library location or place the title on hold at [infosoup.org](http://infosoup.org) to get a copy before the discussion.
- **1000 Books Before Kindergarten Graduation, Thursday, November 14, 2019, 6:15 PM - 6:45 PM, Kimberly Public Library** - Families that have finished the 1000 Books Before Kindergarten program and have not attended a previous graduation are invited to this special event for the whole family to honor your child's achievement. There will be a short ceremony followed by a craft and treats. Please register by November 13.
- **Alphabet Adventures, Friday, November 15, 2019, 9:30 AM - 10:30 AM, Little Chute Public Library** - It's a playdate with letters! Learn and explore the alphabet with music and activity stations for preschoolers.
- **Tai Chi: Try It Session, Monday, November 18, 2019, 6:00 PM - 7:00 PM, Little Chute Public Library** - Come try the basics of tai chi! The presentation will include a brief history and description of tai chi & qigong and some of the benefits that have been experienced by practitioners. You will have an opportunity to try a few calming and easy components of the tai chi and qigong practices which include gentle movement, breath practices, acupressure and meditation.
- **Pajama Story Time: Food, 11/18/2019, 6:15 PM - 6:45 PM, Little Chute Public Library** - Wear your jammies to the library for fun stories about food followed by a craft.
- **Evening Book Club: The Stars are Fire, 11/18/2019, 6:30 PM - 8:00 PM, Little Chute Public Library** - The Evening Book Club meets on the third Monday of each month. All are welcome! If you need a copy of the book, visit the front desk at either library location or place the title on hold at [infosoup.org](http://infosoup.org) to get a copy before the discussion. November's selection is The Stars are Fire by Anita Shreve.
- **Come Write In, Tuesday, November 19, 2019, 5:00 PM - 7:30 PM, Kimberly Public Library** - November is National Novel Writing Month. We are here to help you reach your goals, meet other Wrimos, find encouragement, and have fun at our weekly Come Write In sessions Tuesday nights throughout November.
- **Friends of the Library, Tuesday, November 19, 2019, 6:00 PM - 7:00 PM, Kimberly Public Library** - Midweek Matinee: The Art of Racing in the Rain, Wednesday, November 20, 2019, 1:00 PM - 3:00 PM, Kimberly Public Library - Join us for a relaxing afternoon at the movies! November's movie is The Art of Racing in the Rain. This movie follows race-car driver Denny and his dog through the ups and downs of family, love, and racing. Popcorn and soda/water will be provided. Brought to you in partnership with the Kimberly Senior Citizens.
- **After School STEAM Rollers, Wednesday, November 20, 2019, 2:15 PM - 3:15 PM, Little Chute Public Library** - Hey, Little Chute third-sixth graders! Looking for something to do on your early release afternoons? Join us for STEAM-based activities!
- **Local Author: Karen Lueders, Wednesday, November 20, 2019, 6:00 PM - 7:00 PM, Little Chute Public Library** - Local author Karen Lueders, who lives in Little Chute, will give a presentation on her new Christian poetry book, "To God Be The Glory!" It is a book of insightful & inspiring poetry. Karen will share her story. Come learn from her story & poetry readings.
- **Number Adventures, Friday, November 22, 2019, 9:30 AM - 10:30 AM, Little Chute Public Library** - It's a playdate with numbers! Learn and explore numbers with music and activity stations for preschoolers.
- **4th Monday Craft: Ugly Sweaters (Morning), Monday, November 25, 2019, 10:00 AM - 12:00 PM, Little Chute Public Library** - Join us on the fourth Monday of the month for a fun, free craft at our Little Chute location! For November, we will be designing ugly holiday sweaters! Please bring a sweater, shirt, or some other clothing piece to decorate! We will have all kinds of materials to create the ugliest sweaters around.
- **4th Monday Craft: Ugly Sweaters (Evening), Monday, November 25, 2019, 5:30 PM - 7:30 PM, Little Chute Public Library** - Join us on the fourth Monday of the month for a fun, free craft at our Little Chute location! For November, we will be designing ugly holiday sweaters! Please bring a sweater, shirt, or some other clothing piece to decorate! We will have all kinds of materials to create the ugliest sweaters around.
- **Tai Chi: Try It Session, Tuesday, November 26, 2019, 10:00 AM - 11:00 AM, Kimberly Public Library** - Come try the basics of tai chi! The presentation will include a brief history and description of tai chi & qigong and some of the benefits that have been experienced by practitioners. You will have an opportunity to try a few calming and easy components of the tai chi and qigong practices which include gentle movement, breath practices, acupressure and meditation.
- **Come Write In, Tuesday, November 26, 2019, 5:00 PM - 7:30 PM, Kimberly Public Library** - November is National Novel Writing Month. We are here to help you reach your goals, meet other Wrimos, find encouragement, and have fun at our weekly Come Write In sessions Tuesday nights throughout November.

## MONTHLY STATISTICS REPORT - KIMBERLY-LITTLE CHUTE PUBLIC LIBRARY - OCTOBER 2019

Category		Current	Current	Previous		
		Month	Month LIT	Month Combined	YTD Combined	Year Comparison
Circulation		12,558	10,193	22,751	237,537	22,321
Self Check (Included above)		5,548	3,344			2%
		44%	33%			
Collections	Title count	39,928	40,490	80,418		81902
	Item count	41,555	41,799	83,354		85230
Computer Use		No Data	No Data	-	8,905	
Wireless Minutes per session	Distinct clients	507	488	995	6,578	916
	Daily average	39	37	76		66
Interlibrary Loan	Items borrowed	3,743	2,343	6,086	54,161	5570
	Items loaned	2,314	2,799	5,113	49,823	5292
Overdrive Usage (Previous month)	eBook uses	631	536	1,167	9,503	1,091
Overdrive Usage (Previous month)	Audiobook uses	562	380	942	6,546	601
RB Digital Magazines		18	72	90	613	94
RB Digital Audio		53	9	62	366	-4%
Patron Visits		5,547	4,031	9,578	85,462	9,071
Programming	Children	14	12	26	138	
	Community (all ages)	11	11	22	134	
Program Attendance	Children	580	384	964	8,861	
	Community (all ages)	156	172	328	2,066	
Web Site Hits	Page Views			50,051	7,107	-100%
Social Media	Facebook fans			2,119		
	Pinterest followers			177		
	Twitter followers			123		
	Instagram Followers			342		
Hoopla		September	October	November	December	January
	Audiobook	212	204	126	112	131
	Comics	5	7	3	17	16
	Ebook	90	89	61	51	64
	Movie	23	20	15	25	29
	Music	15	4	17	12	18
	Television	32	21	13	11	8
		796.33	731.95	538.05	508	590
		2.12/circ	2.12/circ	2.29/circ	2.23/circ	2.22/circ
						488.9
	March	144	131	171	175	180
	April	8	9	14	8	13
	May	40	53	66	79	63
	June	19	21	10	27	21
	July	21	14	7	15	17
	August	18	21	22	11	12
	September	592.9	578.76	654.03	672	696
	October	2.37/circ	2.32/circ	2.26/circ	2.13/circ	2.27/circ
	November					730.57
	December					2.19/circ

# Parks, Recreation and Forestry Department

## HIGHLIGHTS

- Planted 25 trees with Nestle Freedom of Little Chute volunteers on Saturday, October 5. The Nestle Freedom location donated all the trees.
- Received \$8,428.19 for the WIDNR for replanting trees from the July 20 storm.
- Planted the trees that were requested through the terrace tree application process. Planted a tree at the library with the Heart of the Valley Lions Club.
- Installed the remaining pieces of the Creekview Park playground project.
- Completed the repair work on the Cheese Fest Shelter roof from the July 20 storm damage.
- Held Family Glow Walk at Van Lieshout Park on raindate of 10/10/19 – total of 183 participants were registered; families in attendance walked decorated park trails to gather various glow items.
- Held Women's Self Defense Seminar on 10/13/19 – registrants learned ideas and techniques to help give them confidence to deal with dangerous situations.
- Fall Youth Soccer Program and Flag Football Programs finished their seasons in middle of month; all players received award ribbon on last day of their program.
- Held end-of-season Jets Football Banquet at Van Abel's on 10/20/19 (meal followed by awards). Collected football players gear on 10/21/19.
- Deer Culling Applications received, and lottery draw for hunting weeks completed. Background checks on 14 selected hunters completed.



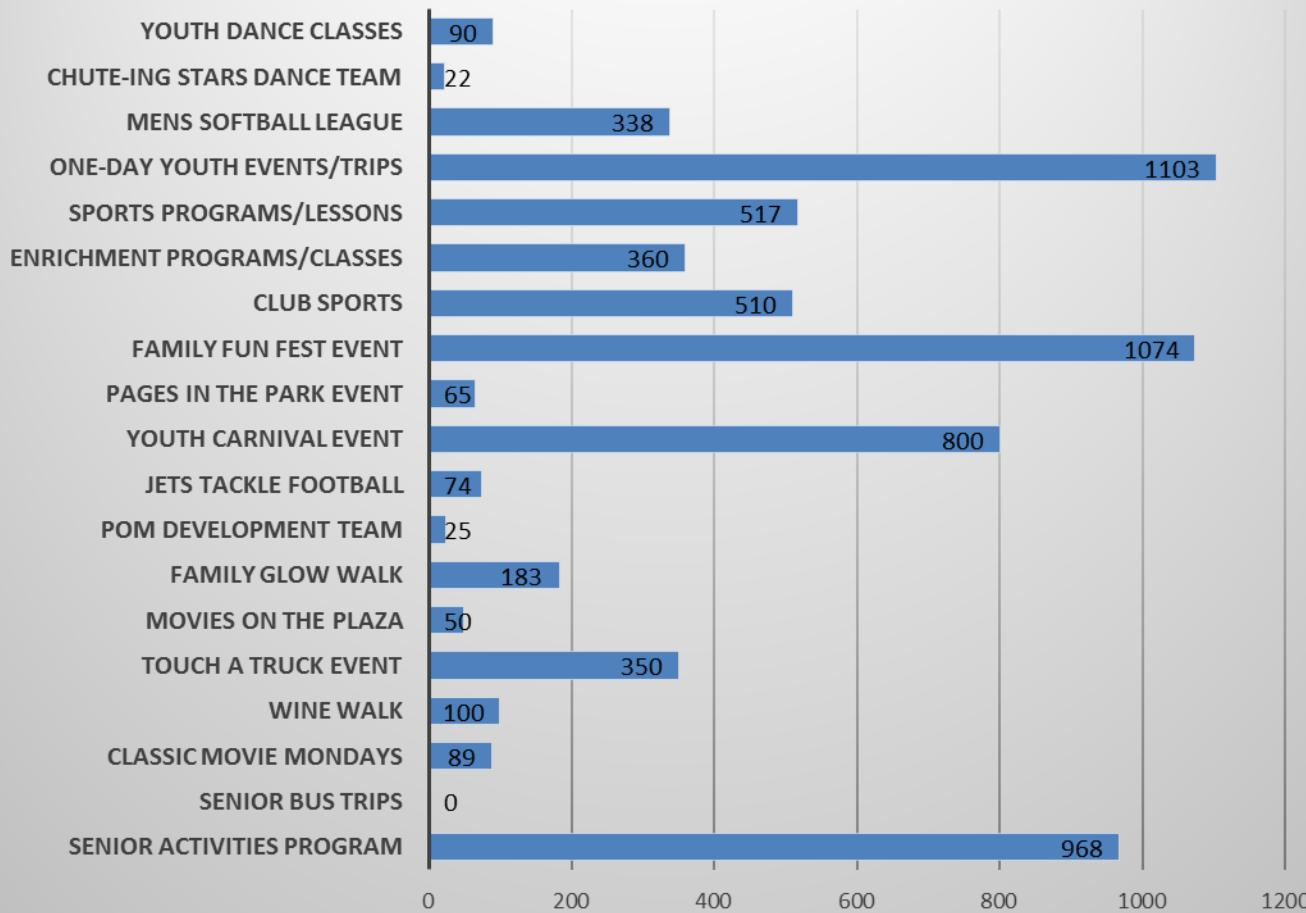
## TOP PRIORITIES FOR NOVEMBER

- Meet with FEMA and begin the process of submitting paperwork for the July 20 Storm event
- Work with GRAEF and the City of Kaukauna on the Fox River Boardwalk permitting and final design work.
- Evaluate special event permits, the Village forestry policy, and the park maintenance plan
- Attend the Wisconsin Parks and Recreation Association annual conference in Wisconsin Dells.
- Attend the Champion Center Ribbon Cutting on November 20 at 2:30pm
- Prep work for December deer culling (permits to hunters, list to FVMPD, park closed ads, facebook posts, no trespassing signs, park closed signs).
- Chute-ing Stars Dance Team (5<sup>th</sup> thru 8<sup>th</sup> graders) start their competitive dance season – events on 11/2/19 & 11/9/19.

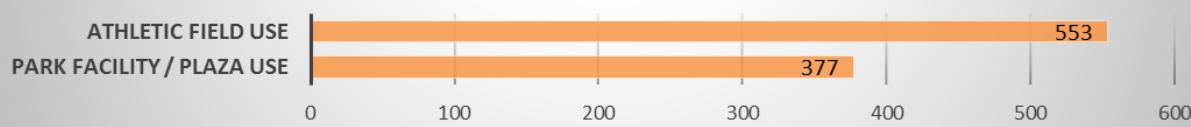


## OCTOBER DATA

## 2019 Year-To-Date PROGRAM PARTICIPATION



## 2019 Year-To-Date SHELTER/FACILITY/FIELD USAGE



## 2019 TO-DATE POOL PARTICIPATION COUNTS



# Department of Public Works

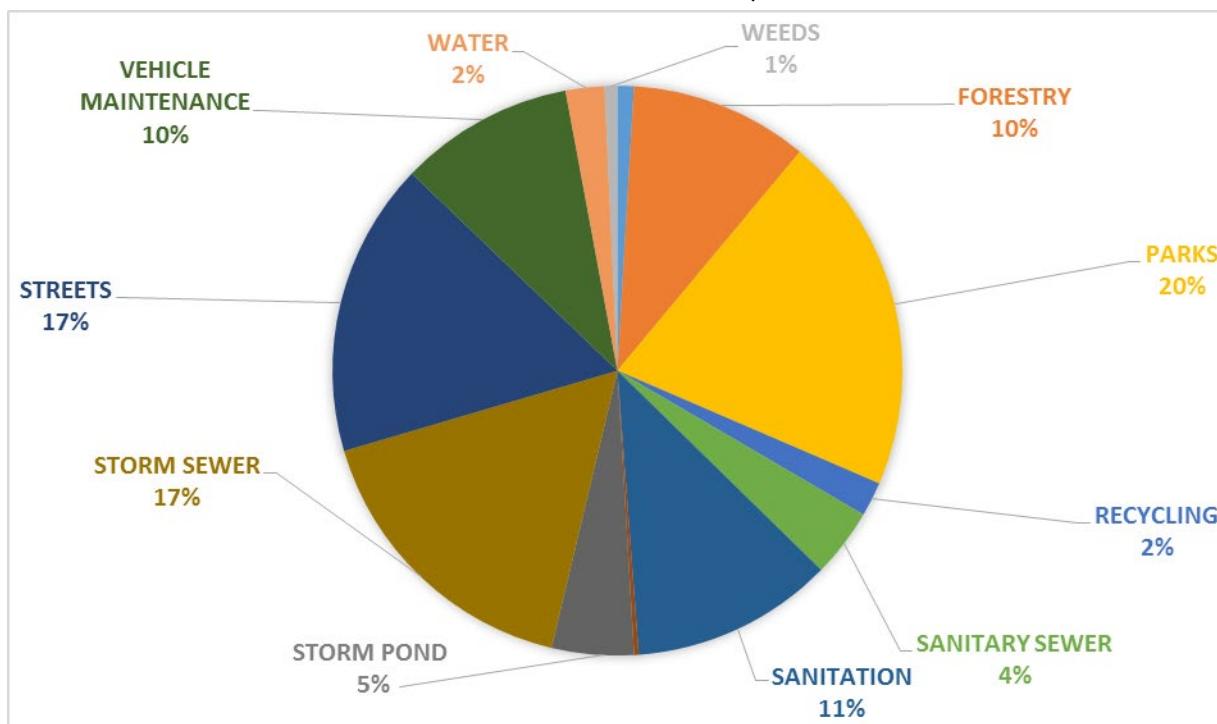
## HIGHLIGHTS

- Continue to replace trip hazard sidewalks (Sidewalk Replacement Program).
- Worked on the road surface PASER data for 2019 Department of Transportation submittal. Enter PASER info into the Wisconsin Info System for Local Roads (WISLR).
- Continued with fall leaf collection program. The goal of this program is to have the two leaf vacuums out daily and complete collection of the Village once weekly. Also, continue to hang door hangers educating residents of the new leaf collection policy.
- Inspected all Village storm water ponds.
- Continued to monitor/inspect all erosion control and storm water permits.
- Continued to develop action plans that address the WDNR MS4 Evaluation 2019.
- Foam Jacked concrete street sections in the Village – W. Elm, Dotty and Lewis.
- Held Geographical Information System (GIS) Needs Assessment meeting.
- Began writing specifications for 2020 CIP Fleet purchases.
- Investigated Inflow & Infiltration (I&I) in the sanitary sewer collection system.

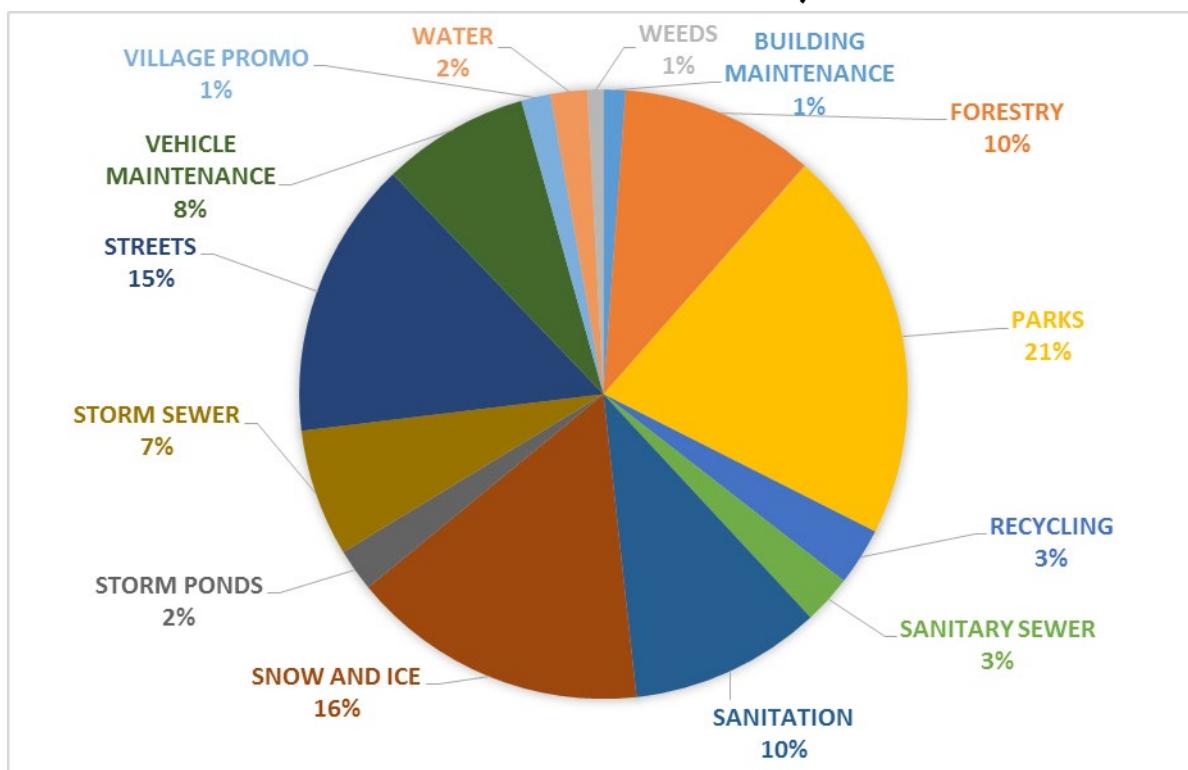
## TOP PRIORITIES FOR NOVEMBER

- Finalize road surface PASER data for 2019 Department of Transportation submittal. Enter PASER info into the Wisconsin Info System for Local Roads (WISLR).
- Hold joint snowplow meeting with Metro on November 19th at the Municipal Services Building to discuss snowplow operations and safety. Prepare for Winter 2019-2020 operations.
- Repair and replace small pump at the Industrial pond.
- Monitor all erosion control and storm water permits.
- Continue to work with Outagamie County Landfill regarding leachate entering the sanitary collection system.
- Work with the Public Service Commission of Wisconsin regarding supplying water to the City of Appleton customers on Cherryvale Avenue.
- Prepare for the Village storm water pond winter evaluation.
- Develop specifications for DPW projects, CIP and operations.
- Develop specifications for CIP Fleet purchases.
- Update preventive maintenance plans for sanitary and storm sewers.
- Update the Fleet Management Plan.
- Work with all Departments to update the Geographical Information System (GIS).
- Prepare for Spring 2020 follow-up meeting with WDNR regarding the Village MS4 permit.

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



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



# Engineering Department

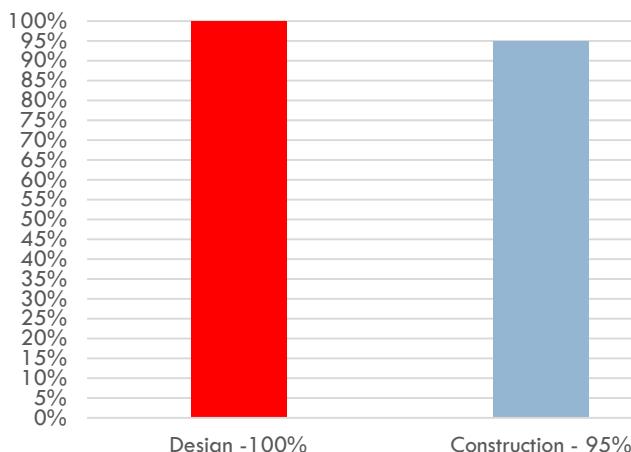
## HIGHLIGHTS

- **Evergreen Drive Storm Sewer & Concrete Paving** - Paving and backfilling behind the curb has been completed. Approximately 50% of the project is seeded but additional seeding will be required in spring. The site has been stabilized for the winter.
- **Park Avenue Asphalt Pavement Reconstruction** – Work is complete and engineering staff is waiting for the final pay application for this project.
- **Quiet Zone Improvements** – The Notice of Intent was provided by the Village Consultant and submitted for review by Village staff. Approval is anticipated within 2 months.
- **Carol Lynn Drive (Wisconsin Ave. to Lincoln Ave.)** – This project will consist of storm sewer and water main replacement. Plans are currently 75% complete with details and specifications remaining.
- **Homewood Court (Full Reconstruction)** – This project will be a reconstruction project with all new storm sewer and water main. Segments of sanitary sewer will also be replaced. Plans are currently 50 percent complete with the completion of the layout for the public utilities.
- **Moasis Drive Water Main (CTH N to Buchanan St.)** – This is a water main reconstruction project. The designs of these plans are currently in process and are approximately 15 percent complete.

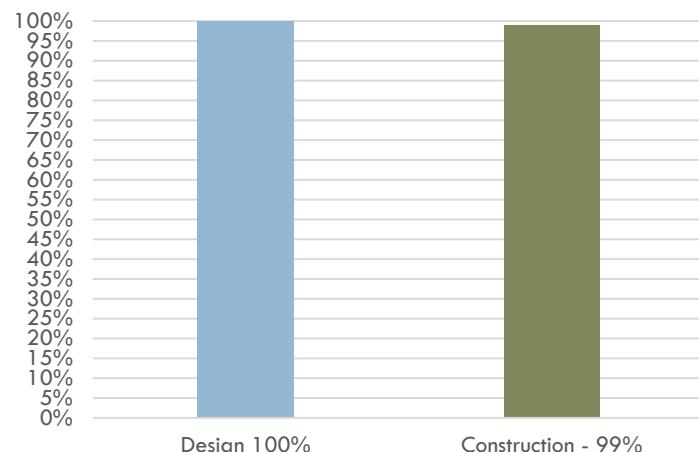
## TOP PRIORITIES FOR NOVEMBER 2019

- **Carol Lynn Drive (Wisconsin Ave. to Lincoln Ave.)** – Provide the 75% plan set to private utilities and Village Water Department for their review and comment.
- **Homewood Court (Full Reconstruction)** – It is anticipated that these plans will be 75% complete by the end of November and ready for comment by private utilities and the Village Water Department.
- **Moasis Drive Water Main (CTH N to Buchanan St.)** – Continue with preliminary design work to have plans at 60% complete by the end of the November.
- **Vandenbroek Pond** – Design work continues for this project and is expected to be 60% complete by the end of the month.
- **GIS Management** – We anticipate to have information removed from the mPower Integrator site and installed in the ArcGIS system by the End of November. Assistance for this work is being provided by Village Consultants.
- **Park Avenue Asphalt Pavement Reconstruction** - Review final pay application to determine the project asphalt pavement assessments.

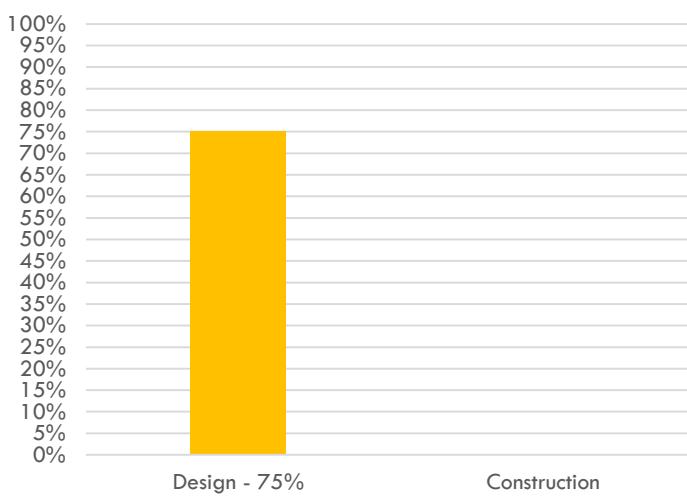
### West Evergreen Drive



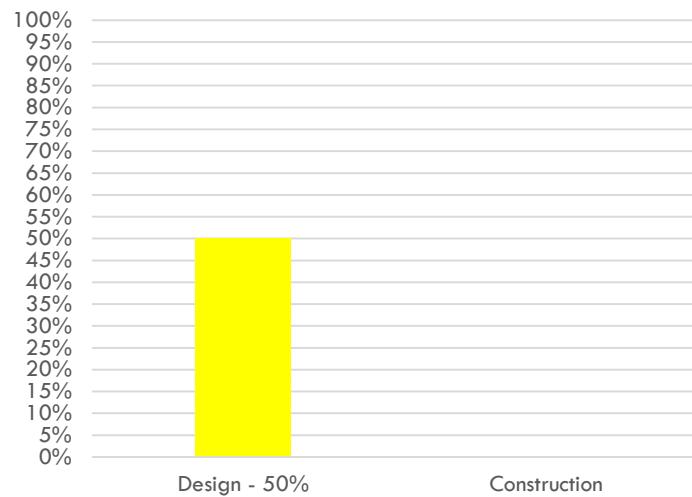
### Park Avenue Asphalt Pavement



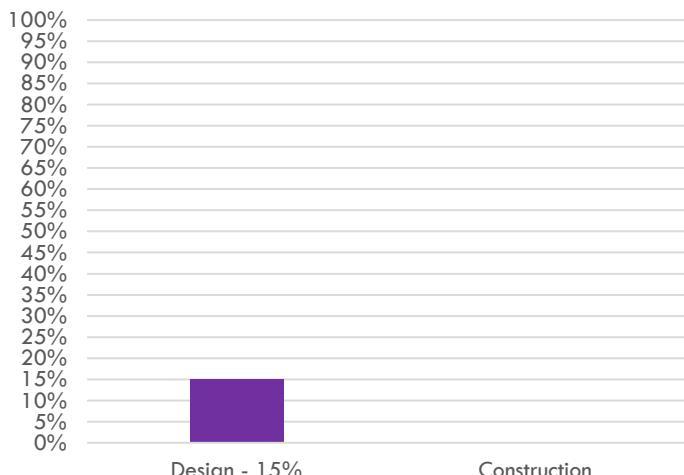
### Carol Lynn Drive



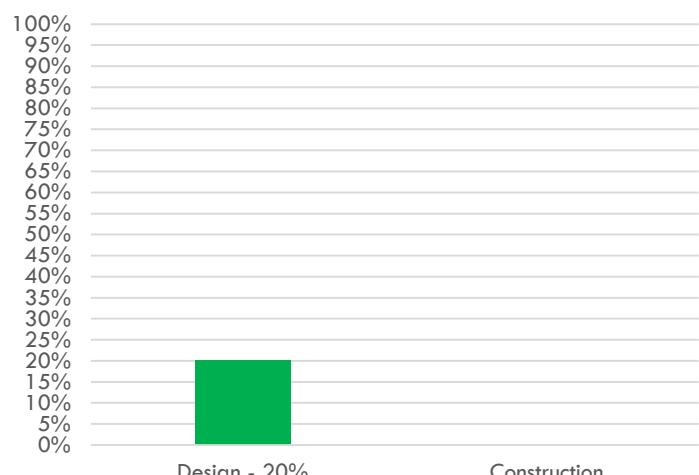
### Homewood Court



### Moasis Drive Water Main



### Vandenbroek Pond



Village of Little Chute  
**REQUEST FOR WATER COMMISSION CONSIDERATION**

**ITEM DESCRIPTION: Discussion of 2020 MCO Contract Proposal**

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



**REPORT DATE:** November 14, 2019

**ADMINISTRATOR'S REVIEW/COMMENTS: ( See Below )**

**EXPLANATION:** Attached is the proposed contract proposed by MCO for 2020. A few points worth highlighting:

1. This is being presented just for discussion at the November meeting. We will have it back on the agenda in December for approval or recommendation to the Village Board.
2. Village Board will be presented the contract for discussion on November 20<sup>th</sup> and then on December 18<sup>th</sup> for formal action.
3. Staff has preliminarily reviewed the contract and has no immediate concerns. That being said, we will conduct a more thorough analysis between now and action at December's Utility Commission meeting.
4. Village Legal Counsel will be asked to review the terms of the contract between now and December 2019.

**RECOMMENDATION: Discuss the 2020 MCO Contract.**

# **CONTRACT**

Between

**Village of Little Chute**

&

**MIDWEST CONTRACT OPERATIONS, INC.**  
Neenah, Wisconsin

Operations and Maintenance of the  
Water Treatment Facilities

for the  
**Village of Little Chute**

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# CONTRACT

Between the

**Village of Little Chute**  
&  
**Midwest Contract Operations, Inc.**  
Neenah, Wisconsin

To Operate, Maintain & Manage the  
Water Treatment Facilities  
for the  
Village of Little Chute

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**CONTRACT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Village of Little Chute, Little Chute, Wisconsin, with principal offices located at Little Chute, Wisconsin 54140 (hereafter referred to as "Owner"); and **MIDWEST CONTRACT OPERATIONS, INC.**, a Wisconsin general business corporation, formed and operating under Chapter 180, Wisconsin Statute, with its principal offices located at 101 Garfield Avenue, Menasha, Wisconsin 54952 (hereafter referred to as "MCO").

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## PREAMBLE

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The **Owner** is the operator of a municipal water system (hereafter the "water system").

The **Owner** and MCO desire to enter into a ten (10) year contract for MCO to act as the Commission's operator of the water system.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the **Owner** and MCO as follows:

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## I. TERM & TERMINATION

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### A. EFFECTIVE DATE

This contract shall be effective as of JANUARY 1, 2020

### B. DURATION OF CONTRACT

This Contract shall be effective through DECEMBER 31, 2029.

### C. TERMINATION OF CONTRACT

1. Either party may terminate this Contract upon one-hundred eighty (180) days prior written notice, with or without cause.
2. The **Owner** may terminate this Contract effective forty-eight (48) hours after the **Owner** gives written or actual notice to MCO or MCO's management representative, on site, if the **Owner**, the wastewater system, or other public or private property or person suffers significant damage (defined as in excess of Five Thousand & no/100 Dollars (\$5,000.00) as the sole result of MCO's negligent, intentional or other breach of due performance of this Contract or tortious conduct in carrying out this Contract.
3. In the event of termination under Subsection 1., MCO shall be obligated to continue to faithfully perform the Contract until the date the termination is effective (i.e. the one-hundred eighty (180) day time period under C.1. above unless the parties agree to a different termination date).

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## II. SCOPE OF SERVICES

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In general, Midwest Contract Operations, Inc. (MCO) shall operate and maintain the **Owner's** water systems; manage MCO's employees in performing operations; seek to achieve compliance with environmental and other regulatory laws applicable to the systems; and report to the **Owner** regularly on the status of such activities. MCO's services are for labor only related to system operation, maintenance and management and do not include professional design or engineering services.

The policy making and governmental functions relating to the water systems shall remain fully vested with and under the exclusive control of the **Owner**. **Owner's** functions shall include, but not be limited to, making decisions regarding significant capital requirements for the systems (i.e., improvements, repairs, etc.); changes of treatment processes; enacting or recommending necessary and appropriate ordinances; approving all major contracting for services or goods; responsibility for regulations regarding environmental regulatory compliance through agencies such as the Wisconsin Department of Natural Resources (hereinafter referred to as "DNR"), United States Environmental Protection Agency (hereinafter referred to as "EPA"), or Public Services Commission of Wisconsin (hereinafter "PSCW"), funding and the like; and any other significant policy or financial decisions regarding the systems. In the event of any questions regarding possible implications or consequences of an operational decision falling under the **Owner's** policy making or governmental functions, MCO shall consult with the **Owner** with regard to actions that may be necessary under this paragraph. However, in all events, the matter shall be deemed within the oversight and policy and financial function of the **Owner** and the **Owner's** decision in the matter shall in all events be controlling.

Without limiting the generality of the foregoing, the following is a list of specific contractual services to be performed by MCO under this Contract:

1. Provide personnel with proper state certification necessary to manage the operation and maintenance of the **Owner** water system. MCO staff will also respond to emergency situations as required and participate in the WisWARN program.
2. Maintain and develop operation procedures as required by DNR, EPA, or PSCW rules and regulations.
3. Assist in the preparation of annual operation and maintenance budgets, submit and review with the **Owner** and Engineer.
4. Prepare and submit other routine, periodic reports that may be required from time to time by the DNR (excluding any engineering studies) and provide a monthly operations report to the **Owner**.
5. Review with the **Owner** on newly enacted DNR, EPA, or PSCW programs as to how they would apply to the **Owner**.
6. Provide training for personnel in areas of operations, maintenance, and safety. A proper safety program shall be developed and implemented, and all portions of that program shall be adhered to. **Owner** shall provide required safety equipment.
7. Provide the following field service: flush system and private hydrants twice each year, exercise system and private valves, water meter testing and replacement, system sampling and testing, provide occasional field locates, and responding to customer complaints.
8. Provide labor necessary for routine maintenance or minor modifications of the water system. Routine maintenance is defined as any maintenance that is necessary and appropriate to keep the water system functioning up to consistent, acceptable standards over the useful life of such equipment, and consists of preventive maintenance scheduling and tracking, normal corrective maintenance, and spare parts inventory and control. MCO shall provide the **Owner** with full documentation that preventive maintenance is being performed on all **Owner** owned

equipment in accordance with the manufacturers recommendations at intervals and in sufficient detail as may be determined by the **Owner**. MCO shall be responsible for maintaining new equipment purchased by the **Owner** and assist the **Owner** in enforcing equipment warranties and guarantees.

9. Coordinate capital improvement projects with outside contractors.
10. Comply with the policies, rules, regulations, and ordinances of the Owner, particularly as they relate to the work environment.
11. Attend the Village Water Commission meetings as needed.
12. MCO will provide personal to read the radio or AMR water meters on a monthly schedule including final reads.
13. MCO will perform sump pump inspections during routine meter changes at residential properties.
14. MCO will test and recommend repairs to all Village owned RP's

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### III. OWNER FUNCTIONS

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The **Owner** may exercise the following functions relative to the water system:

1. All policy decisions regarding level or kind of treatment, or other regulatory standards shall be reserved to the **Owner**.
2. All decisions regarding capital improvements or treatment or control strategies as they may affect the relative requirement for labor or capital, and annual budget approval.
3. All contracting and subcontracting by the **Owner** or by MCO on behalf of the **Owner** must be approved by the **Owner**. Such approvals may be general or blanket in nature for purchases of supplies and the like, or services below a specified monetary amount.
4. All policy questions regarding customer relations, including but not limited to billing or service disputes.
5. All enactment of ordinances, rules, regulations or the like relating to the water system and any enforcement thereof.
6. All applications, operations, requests for action, hearing, modifications or the like that may be filed with the DNR, EPA, PSCW or any other regulatory body.

7. All aspects of generating, computing, obtaining authority for, billing and collecting charges for the water system, and handling any disputes arising thereof.
8. Any intergovernmental services or agreements.
9. The determination of the budget for the water system, except that the budget must include and provide for the payment of compensation to MCO as herein provided.
10. The **Owner** may direct MCO to adjust specific strategies in response to regulatory concerns, or administrative or court order. In such events, MCO agrees to promptly follow such instructions, notwithstanding that MCO may in good faith question whether its actions are within the scope of this Contract. Such disputes, if any, shall be resolved pursuant to Section V, paragraph D, below entitled "Dispute Resolution", but such matters will not be cause for MCO to delay carrying out the **Owner's** instructions. This provision acknowledges that by entering into this Contract, the **Owner** retains its obligations under its various regulatory programs. MCO hereby agrees to respond to the environmental regulatory concerns of the **Owner** in a speedy and responsive manner, and that disputes regarding compensation and scope of services be left for subsequent resolution.
11. The **Owner** shall supervise and control MCO's performance of this Contract by reviewing MCO's reports and activities and monitoring performance with such frequency and methods as the **Owner** may in its discretion determine.

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#### IV. COMPENSATION

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##### **A. MCO - Compensation & Related Procedure**

In consideration of the MCO scope of services described, and in consideration of all other terms and conditions of this Contract, the **Owner** shall compensate MCO as follows:

1. At all times hereunder, MCO shall be financially responsible for all MCO direct labor costs, indirect labor costs and operational costs as set forth in Exhibit A, attached.
2. Each month, MCO shall bill the **Owner** one-twelfth (1/12) of the annual amount due MCO. The **Owner** shall pay monthly payments on the first of each month for which services will be rendered.

##### **B. Adjustments to MCO Compensation**

###### **Starting with Year 2023:**

Compensation to MCO, per Exhibit A, may, at MCO's sole option, be increased annually during the term of the contract. MCO shall be permitted to adjust compensation up a minimum of 2.5% or to an amount equal to the U.S. Consumer Price Index percentage cost of living increase for all urban consumers (CPI-U) whichever is greater. However,

the increase may not exceed 5.0% in any year. The category is known as "all items", utilizing the national U.S. city average. The period used for comparison will be September of the preceding year to September of the current year. The first adjustment date shall be January 1, 2023.

It is understood that the consumer price index shall apply to Exhibit "A" each year for Direct Labor, Indirect Labor and Operational Costs, but shall not apply to amount(s) of actual MCO liability insurance or group health premiums paid to and for the benefit of MCO by Owner, by monthly voucher system.

1. Exception – General Liability Insurance. General Liability Insurance costs of MCO will be invoiced to Owner at MCO's actual cost.
2. Exception – Group Health/Medical Insurance. Group Health/Medical Insurance will be invoiced to Owner at MCO's actual cost.

**C. Owner - Payment of Owners Employees**

The **Owner** shall continue to be responsible for the payment of all labor costs, direct and indirect, under and within its "operating budget" as to all **Owner** employees (other than MCO employees).

**D. Renegotiation of Contract**

If the MCO scope of services is required to change, such change resulting from mutual agreement of the parties, or acts or deeds beyond the control of MCO, such as and without limitation include:

- (i) Acts of God, floods, unforeseen emergencies, or other events of force majeure making MCO's performance as contemplated herein impractical; or
- (ii) Agreement of both parties to expand the scope of services to be provided, or
- (iii) A significant change in the number of users of the **Owner** water system, or changes in DNR, EPA, or PSCW programs or directives, or other applicable rules and regulations, if such changes in flow, characteristics, number of users or regulations are unforeseen and substantially change the nature of operational responsibility in order to continue to operate the water system in a cost effective and environmentally sound manner.

then, MCO and the **Owner** shall either:

1. Immediately renegotiate the scope of services as defined, and renegotiate MCO compensation (Exhibit A) relating to such change in circumstances; or
2. The **Owner** and/or MCO may declare this Contract terminated in its entirety upon ninety (90) days' written notice following the event precipitating the change in contractual obligations of the **Owner** and MCO, in accordance with Section 1, paragraph C.

Nothing herein shall prevent the **Owner** and MCO from mutually agreeing in writing to amend the scope of services and compensation, or any other terms herein, for any reasons they deem appropriate.

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## V. GENERAL PROVISION

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### A. Insurance and Risk Provisions

#### INDEMNIFICATION

Midwest Contract Operations, Inc. (MCO) agrees to and shall hold **Owner**, its elected and appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage caused by or arises from the negligence of MCO in the performance of its services under this Agreement. **Owner** agrees to and shall hold MCO, its officers, and employees harmless from any liability for claims of damages for personal injury or property damage caused by, or arises from, the negligence of **Owner**.

**Owner** acknowledges that, in seeking the services of MCO under this Agreement, **Owner** is requesting MCO to undertake uninsurable environmental and other operational obligations for **Owner's** benefit. Therefore, **Owner** agrees that, with the exception of such liability as may arise out of the negligence, willful misconduct or intentional omissions of MCO, or its officers or employees, in performing services under this Agreement, **Owner** shall indemnify, defend and hold harmless MCO, its officers, and employees from and against any and all claims, losses, damages, liabilities and cost, including but not limited to costs of defense, arising under local, state, or federal laws, including but not limited to the Solid Waste Disposal Act, Clean Water Act, Comprehensive Environmental Response, Compensation and Liability Act, or Resource Conservation and Recovery Act, or directly or indirectly connected with the presence, discharge, release, disposal, or escape of hazardous substances of wastes, pollutants, or contaminants of any kind whether at **Owner's** Facilities or at any other location.

**Owner** agrees to indemnify and shall hold MCO, its elected and appointed officers, and employees, harmless from any claims or actions against MCO which are based upon MCO's status as agent for **Owner**, unless the claim or actions arise from the negligence or willful misconduct of MCO, or its officers or employees.

MCO's liability to **Owner** for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages

in an amount not to exceed or within the limits of the insurance coverage provided hereunder, provided however that insurance coverage exists for such damages.

All obligations of the Owner under this Agreement remain subject to the governmental immunities, defenses, and other statutory limitations set forth in Sec. 893.80 Wis. Stats., which shall be applied to both contractual and tort liability of Owner with respect to this Agreement, and nothing herein constitutes a waiver by the Owner of the terms of that statute despite any provision herein to the contrary. These immunities shall extend to MCO while acting within the scope of this agreement and in accordance with State of Wisconsin law.

#### MCO INSURANCE

MCO currently maintains and shall continue to maintain the following insurance coverage/limits during the term of this Contract, unless otherwise approved by the **Owner**:

	<u>Occurrence/Aggregate</u>
Excess Liability	6,000,000/6,000,000
Comprehensive General Liability	1,000,000/2,000,000
Automobile Liability	1,000,000/1,000,000
Worker's Compensation/Employers Liability	Statutory

Within thirty (30) calendar days of the contract date, MCO shall furnish Owner with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to Owner while this Agreement is in effect.

#### OWNER INSURANCE

**Owner** shall continue to carry and provide and pay for all fire, general casualty, automobile and motorized vehicle liability, public liability, and excess liability insurance insuring **Owner's** facilities and **Owner's** employees and **Owner's** motor vehicles and **Owner's** equipment that MCO will be managing and or utilizing in the completion of the agreed scope as identified in this contract, or subsequent changes in that scope that would be agreed to by **Owner** and MCO as an amendment to the original contract.

**Owner** and MCO agree that all insurance contracts as attained by them, from time to time, during the term of this Contract, shall contain a waiver of all rights of subrogation which the insurer or insurers under said policy or said policies might otherwise, if at all, have as against them, which subrogation rights **Owner** and MCO hereby waive as against each other.

#### **B. Warranties & Representations of MCO**

1. MCO hereby represents to and for the benefit of **Owner** that it has the ability to manage the **Owner** water system, as provided in the scope of services set forth in Sections II thru IV, above. This representation is subject to Section V, Subsection E, and as such, MCO's representation in the first sentence hereof is limited to the conditions existing at the time this Contract was entered into and such reasonably foreseeable conditions not calling for amendment under Section V, Subsection E.
2. MCO represents that it will discharge all of its duties, functions and obligation under this Contract in a non-negligent manner and with due diligence and that it has the knowledge of **Owner** water system, and the requisite expertise and staff to manage the **Owner** water system in compliance with applicable environmental laws, rules, regulations and permit terms.

This representation is subject to any material changes of conditions that meet the terms of Section IV, above. In the event any amendment occurs, the representations and warranties of this Subsection 2, shall be deemed extended to such new MCO duties, functions and obligations, absent an express exclusion of such matters from MCO's competence by mutual agreement. Absent such exclusion, it shall be agreed that MCO has the requisite knowledge described in the first paragraph of this Subsection 2, to operate the systems as called for by this Contract.

3. Except as stated and/or provided under Subsection 2, above, MCO expressly disclaims any warranties or representations, direct or indirect, that in performing its management services hereunder, it is guaranteeing the quality or quantity of **Owner** water system water, as distributed, or that the quality/quantity will be of a quality/quantity required to comply with any laws, rules, regulations or orders of the DNR, EPA or PSCW or any other governmental or administrative body having jurisdiction from time to time over water system plants and their operations, now or hereinafter enacted.
4. So long as MCO does not materially breach these provisions of this Contract describing MCO's duties hereunder, any fines levied or the costs of any other enforcement action taken against **Owner**, including any damages and cost attributed directly or indirectly thereto, shall be the financial responsibility of **Owner**.

#### **C. Confidentiality: Public Records**

In performance of the contract, MCO and its employees may come into contact with material that relates to the legal status of **Owner** or its water system, including but not limited to issues of compliance with permits or environmental laws. MCO agrees that it will keep such information confidential and not share such information with anyone other than **Owner**, including, but not limited to, other parties contracting with MCO. MCO further agrees to adhere to all instructions of **Owner** and its legal

counsel regarding the handling of documents or other information that may be affected by **Owner** status as a public governmental body.

#### **D. Dispute Resolution**

In an effort to resolve any conflicts that arise during the term of this contract, **Owner** and MCO agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

If the dispute cannot be settled through direct discussion, or mediation, the parties may exercise such rights or remedies as either may have under the contract documents in respect of any dispute. Any action of a legal nature that requires a hearing or action by a court of law shall be filed with the Outagamie County Circuit Court.

#### **E. Miscellaneous**

1. **Force Majeure** - Either party may be relieved from performance of this Contract in the event of causes beyond the party's practical control, including, among others, injunction, strike, riot, invasion, fire, freezing, flood, explosion, breakdown, act of God, or the public enemy, or the like.
2. **Construction** - The headings to the sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of such provisions. All questions of construction, interpretations, performance, breach or enforcement of this Contract shall be determined in accordance with the laws, both statutory and common, of the State of Wisconsin.
3. **Assignment** - Neither this contract, nor any right under it, is assignable, whether by operation of law or otherwise, by any party, without the prior written consent of the other parties hereto.
4. **Waiver of Breach** - The failure of any party to require performance by the other party of any provision of this Contract shall not affect the right of such party to require future performance of the provision, and any waiver by any party of any breach of any provision of or delay in the exercise of any right under this Contract shall not be construed as a waiver of any continuing or succeeding breach of such provisions, a waiver of the provision itself or a waiver of any right under this Contract.
5. **Entire Contract: Amendments** - This Contract constitutes the entire Contract and understanding between the parties relative to the subject matter hereof, and merges all prior discussions and agreements between them relating thereto. This Contract cancels and supersedes all previous agreements and

understanding, if any, whether written or verbal, between **Owner** and MCO, relating to the subject matter hereof. For purposes of this paragraph, "the subject matter hereof" means the operation or management of the **Owner** water system.

This Contract may not be changed, amended, modified or released or discharged, in whole or in part, except by an instrument in writing referred to as an amendment to this agreement signed by all parties.

6. **Severability** - If any covenant, condition or provision of this Contract is held to be invalid or unenforceable by reason of any statute, rules or public policy, all other covenants, conditions or provisions of this Contract shall nevertheless remain in full force and effect as if this Contract had been executed with the invalid or unenforceable portion thereof eliminated, and no covenant, condition or provision shall be deemed dependent upon the other covenant, condition or provisions unless so expressed.
7. **Notices** - Except as otherwise specifically provided herein, any notice hereunder shall be deemed sufficiently given by one party to the other if it (1) is in writing; and (2) delivered or rendered either in person or by depositing it in the United States mail in a sealed envelope with postage and postage charges prepaid, addressed as follows:

If to Little Chute: Village of Little Chute  
Attn: Village Administrator  
108 W. Main Street  
Little Chute, WI 54140

If to MCO: Mr. Jerry Verstegen  
P.O. Box 2108  
Neenah, WI 54957-2108

Any party may change its address by giving notice of such change to the others in the manner aforesaid. All such notices shall be effective when delivered in person or when mailed.

8. **Code Reference** - All references to statutes and the Wisconsin Administrative Code are intended to refer to such materials as amended and renumbered from time to time, and to include new provisions that refer or relate to the same subject matter.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized offices, have executed this Contract as of the date first above written.

**Village of Little Chute:**

By: \_\_\_\_\_  
Village President

**Approved:**

\_\_\_\_\_  
Attorney

By: \_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Midwest Contract Operations, Inc.**  
**Neenah, Wisconsin**

\_\_\_\_\_  
Jerry Verstegen  
Vice President

\_\_\_\_\_  
Paul Much  
President

\_\_\_\_\_  
Date

**Exhibit “A”**

**2020 MIDWEST CONTRACT OPERATIONS, INC. (MCO)  
PROFORMA OPERATING BUDGET  
For The Operation and Management of  
Village of Little Chute  
Water System**

<b>2020 Budget Year</b>		<b>2020 Budget</b>		<b>Increase/Decrease</b>		<b>% Change</b>	
<b>Contract Budget</b>		<b>2019 Budget</b>		<b>(\$7,404)</b>		<b>-3.00%</b>	
Direct Labor	\$246,815.86	\$239,411.38		<b>(\$834)</b>		<b>-3.00%</b>	
Indirect Labor	\$27,814.52	\$26,980.08		<b>(\$1,603)</b>		<b>-3.00%</b>	
Operational	\$53,422.21	\$51,819.54		<b>(\$9,842)</b>		<b>-3.00%</b>	
<b>2020 Budget</b>	<b>\$328,052.59</b>	<b>\$318,211.00</b>					
Health	\$42,435.24	\$61,126.16		<b>\$18,691</b>		<b>44.05%</b>	
Liability	\$4,649.16	\$4,097.50		<b>(\$552)</b>		<b>-11.87%</b>	
<b>Total 2020 Budget</b>	<b>\$375,136.99</b>	<b>\$383,434.66</b>		<b>\$8,298</b>		<b>2.21%</b>	
<b>2021 Budget Year</b>		<b>2021 Budget</b>		<b>Increase/Decrease</b>		<b>% Change</b>	
<b>Contract Budget</b>		<b>2020 Budget</b>		<b>\$15,826</b>		<b>6.61%</b>	
Direct Labor	\$239,411.38	\$255,237.14		<b>\$2,928</b>		<b>10.85%</b>	
Indirect Labor	\$26,980.08	\$29,907.79		<b>\$9,005</b>		<b>17.38%</b>	
Operational	\$51,819.54	\$60,824.34		<b>\$27,758</b>		<b>8.72%</b>	
<b>2021 Budget</b>	<b>\$318,211.00</b>	<b>\$345,969.27</b>		<b>\$11,114</b>		<b>18.18%</b>	
Health	\$61,126.16	\$72,240.01		<b>\$745</b>		<b>18.18%</b>	
Liability	\$4,097.50	\$4,842.50		<b>\$39,617</b>		<b>10.33%</b>	
<b>Total 2021 Budget</b>	<b>\$383,434.66</b>	<b>\$423,051.78</b>					
<b>2022 Budget Year</b>		<b>2022 Budget</b>		<b>Increase/Decrease</b>		<b>% Change</b>	
<b>Contract Budget</b>		<b>2021 Budget</b>		<b>\$13,632</b>		<b>5.34%</b>	
Direct Labor	\$255,237.14	\$268,869.59		<b>\$1,891</b>		<b>6.32%</b>	
Indirect Labor	\$29,907.79	\$31,798.49		<b>\$4,679</b>		<b>7.69%</b>	
Operational	\$60,824.34	\$65,503.13		<b>\$20,202</b>		<b>5.84%</b>	
<b>2022 Budget</b>	<b>\$345,969.27</b>	<b>\$366,171.21</b>		<b>\$5,557</b>		<b>7.69%</b>	
Health	\$72,240.01	\$77,796.94		<b>\$373</b>		<b>7.69%</b>	
Liability	\$4,842.50	\$5,215.00		<b>\$26,131</b>		<b>6.18%</b>	
<b>Total 2022 Budget</b>	<b>\$423,051.78</b>	<b>\$449,183.14</b>					

Village of Little Chute

**REQUEST FOR VILLAGE BOARD CONSIDERATION**

**ITEM DESCRIPTION:** Action – Evergreen Drive, Buchanan and Hickory Speed Limits

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

*JPF*

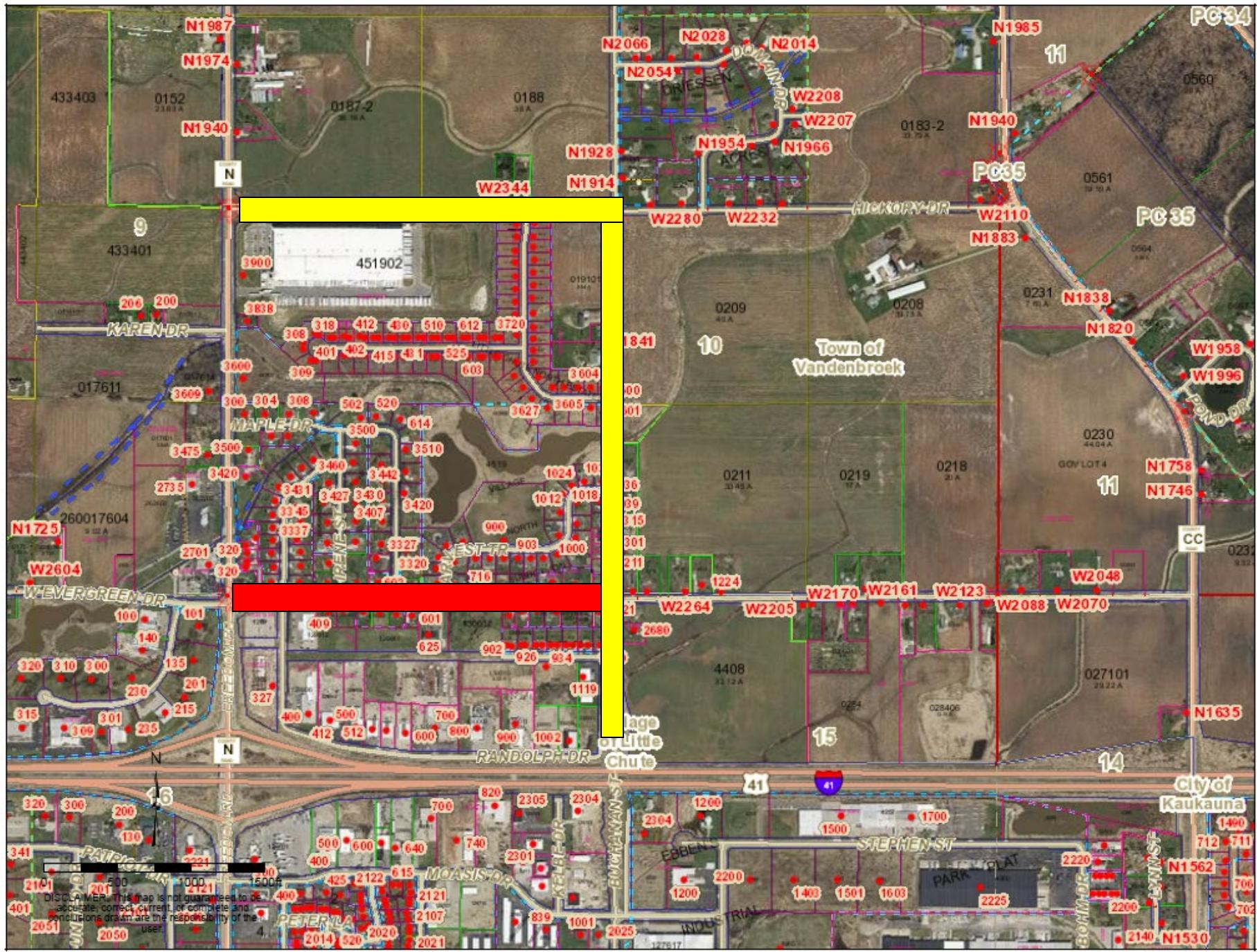
**REPORT DATE:** November 15, 2019

**EXPLANATION:** Due to significant development occurring over the past decade, staff want to provide three changes to speed limits along three different segments of village controlled public right of way. As you can see from the exhibit below, we are focusing this particular discussion on East Evergreen Drive (CTH N to Buchanan), Buchanan Road (North of I-41 to Hickory Drive) and Hickory Drive (CTH N to Buchanan). Below is information on each segment and a recommendation from staff:

1. Evergreen Drive – CTH N to Buchanan – Currently this segment is 35 MPH. Based upon conversations, observation and staff review, the speed limit in this segment should be adjusted to 25 MPH.
2. Buchanan Road – I-41 to Hickory Drive – Working with the Town of Vandenbroek, we have discussed lowering the current 45 MPH speed limit on this segment to 35 MPH. The town will be discussing this, along with adjustments to Buchanan Road north of Hickory Drive to CTH JJ.
3. Hickory Drive – CTH N to Buchanan Road – Staff would recommend this segment of road be signed at 35 MPH.

Staff recommends approving the adjustments to the speeds as presented.

**RECOMMENDATION:** Staff recommends the changes as presented.



# BOARD/COMMITTEE SCHEDULE 2020

	REGULAR BOARD	COMM. OF THE WHOLE	PLAN COMM.	UTILITY COMM.	LIBRARY BOARD	JOINT POLICE	FIRE COMM.	PARK PLANNING
JANUARY	15	8, 22	13	21	21			7
FEBRUARY	5, 19	12, 26	10	18	18	11	10	
MARCH	4, 18	11, 25	9	17	17			3
APRIL	1, 15	8, 22	13	21	21			
MAY	6, 20	13, 27	11	19	19	12	11	5
JUNE	3, 17	10, 24	8	16	16			
JULY	1, 15	8, 22	13	21	21			7
AUGUST	5, 19	12, 26	10	18	18	11	10	
SEPTEMBER	2, 16	9, 23	14	15	15			1
OCTOBER	7, 21	14, 28	12	20	20			
NOVEMBER	4, 18	11	9	17	17	10	9	3
DECEMBER	2, 16	9, 23	14	15	15			

**All boards and commissions meet at 6:00 PM except Library (4:30 PM) & Fire (5:45 PM)**

- Regular Board - 1st & 3rd Wed.
- Comm. of the Whole - 2nd & 4th Wed.
- Plan Commission - 2nd Mon.
- Utility Commission - 3rd Tues.
- Library Board - 3rd Tue.
- Joint Police Commission - 2nd Tues./Quarterly
- Fire Commission - 2nd Mon./Quarterly
- Park Plan Commission - 1st Tues./Bi-Monthly

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

**ITEM DESCRIPTION: 2020 Facilities Contract**

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

**REPORT DATE:** November 15, 2019

**ADMINISTRATOR'S REVIEW/COMMENTS:**

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

**EXPLANATION:** 2019 has been the first full year that the Village has had a contractor cleaning the Village's 4 buildings. Building Services Group has been cleaning the Civic Center/Library, Village Hall, and the Municipal Services Building. Fox Cities Janitorial has been cleaning the Public Safety Building. For 2020 Village staff created an RFP for cleaning services of the four buildings. The RFP was sent out to qualified contractors that service the Fox Cities area.

After receiving proposals from 3 qualified contractors, Village staff would recommend approving the proposal from Building Services Group in the amount of \$34,404 for the year. This would be for Village Hall, the Municipal Services Building, and the Civic Center/Library. Staff would then recommend approving the proposal from Fox Cities Janitorial for \$11,940 for the public safety building. The increased amount we would pay for cleaning services from 2019 to 2020 would be \$1,260.

**ATTACHMENTS:** 2020 Facilities Contract Cost Summary

**RECOMMENDATION:** Discussion/Decision Approve the 2020 Facilities Contract

### 2020 Proposals

	2019 Contract	BSG 2020	Fox Cities Janitorial	Environmental Control
PD/Fire	\$ 995.00	\$ 1,073.00	\$ 995.00	\$ 2,241.00
Village Hall	\$ 1,291.00	\$ 1,340.00	\$ 1,495.00	\$ 1,605.00
MSB	\$ 438.00	\$ 454.00	\$ 566.00	\$ 735.00
Library/Civic	\$ 1,033.00	\$ 1,073.00	\$ 1,560.00	\$ 1,460.00
<b>TOTAL/MONTH</b>	<b>\$ 3,757.00</b>	<b>\$ 3,940.00</b>	<b>\$ 4,616.00</b>	<b>\$ 6,041.00</b>
<b>TOTAL/YEAR</b>	<b>\$ 45,084.00</b>	<b>\$ 47,280.00</b>	<b>\$ 55,392.00</b>	<b>\$ 72,492.00</b>

### Per Building Budget Difference 2019 VS 2020

	2019 Contract	BSG 2020	Fox Cities Janitorial	Environmental Control
PD/Fire	\$ 995.00	\$ 78.00	\$ -	\$ 1,246.00
Village Hall	\$ 1,291.00	\$ 49.00	\$ 204.00	\$ 314.00
MSB	\$ 438.00	\$ 16.00	\$ 128.00	\$ 297.00
Library/Civic	\$ 1,033.00	\$ 40.00	\$ 527.00	\$ 427.00
<b>TOTAL/MONTH</b>		<b>\$ 183.00</b>	<b>\$ 859.00</b>	<b>\$ 2,284.00</b>
<b>TOTAL/YEAR</b>		<b>\$ 2,196.00</b>	<b>\$ 10,308.00</b>	<b>\$ 27,408.00</b>

BSG vs Fox Cities      \$      8,112.00

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

**ITEM DESCRIPTION: Outagamie Correspondence regarding Sales Tax**

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

**REPORT DATE: November 15, 2019**

**EXPLANATION:** This week we received correspondence from Outagamie County staff regarding the sales tax proceeds. Attached to this document are the following:

1. Email communication
2. Formal Correspondence
3. Sales tax FAQ
4. Sample resolution

We are not required to take action on this until April 1, 2020. I would proposed we work with neighboring municipalities on a legal review and determination to be concluded by February 2020.

**RECOMMENDATION: Provided for information and potential discussion.**

APPLETON HEALTH DEPARTMENT – Weights and Measures  
100 NORTH APPLETON STREET, APPLETON WI 54911-4799  
920-832-6429 ■ FAX 920-832-5853

**From:** [Moser, Craig W.](#)  
**To:** [ToddTimm@hasd.org](#); [DaveWuebben@Hasd.org](#); [scottcolantonio@hasd.org](#); [jwillner@newlondon.k12.wi.us](#); [dkrueger@newlondon.k12.wi.us](#); [jmaruar@newlondon.k12.wi.us](#); [basemanjudy@aasd.k12.wi.us](#); [smithkimm@aasd.k12.wi.us](#); [MOTLVICKY@aasd.k12.wi.us](#); [lasher@seymour.k12.wi.us](#); [pkempen@seymour.k12.wi.us](#); [bmayfield@kimberly.k12.wi.us](#); [kasd@kimberly.k12.wi.us](#); [rhansen@kimberly.k12.wi.us](#); [buboltz@wrightstown.k12.wi.us](#); [storch@wrightstown.k12.wi.us](#); [jZegers@wdpsd.com](#); [KHanson@wdpsd.com](#); [ddyb@clintonville.k12.wi.us](#); [hburr@clintonville.k12.wi.us](#); [duerwaechterm@kaukaunasd.org](#); [dakinsd@kaukaunasd.org](#); [dbotz@littlechute.k12.wi.us](#); [mjohanson@littlechute.k12.wi.us](#); [kkilstofte@freedomschools.k12.wi.us](#); [nschweitzer@shiocton.k12.wi.us](#); [jbuser@shiocton.k12.wi.us](#); [admin@vohortonyville.com](#); [dblock@vokimberly.org](#); [spywok@aol.com](#); [townofoneida@newbc.rr.com](#); [dougandmarie@excite.com](#); [towndalewi@gmail.com](#); [lleo@newlondonwi.org](#); [mayor@kaukauna-wi.org](#); [ryan.kraft@optum.com](#); [lorithiel@new.rr.com](#); [Tim.Hanna@appleton.org](#); [Jim.March@grandchute.net](#); [joelq@townofgreenville.com](#); [tnclerk@tnofcenter.com](#); [clerk@townoffreedom.org](#); [Clerk@blackcreekwi.net](#); [villageofnichols@gmail.com](#); [nicholswwtp@gmail.com](#); [bcclerk.janke@gmail.com](#); [chris.wenner70@gmail.com](#); [gieser@combinedlocks.org](#); [James Fenlon](#); [TonyB@townofbuchanan.org](#); [townclerkbc@aol.com](#); [clerktreasurer@townofbovina.com](#); [clerk@townofcicerow1.com](#); [towndeercreek@gmail.com](#); [clerk@townofhortonia.org](#); [townofkaukaunaclerk@gmail.com](#); [jdegrout@townofliberty.com](#); [townofmaine@gmail.com](#); [maplecreekclerk@gmail.com](#); [twnosborn@aol.com](#); [townofseymour@aol.com](#); [clerk@townofvandenbroek.org](#); [clerk@blackcreekwi.net](#); [jwevenberg@harrison-wi.org](#); [clerktreas@vohortonyville.com](#); [pfevert@villageofhoward.com](#); [lbunnell@shiocton.us](#); [mseidl@wrightstown.us](#); [kami.lynch@appleton.org](#); [skenney@kaukauna-wi.org](#); [mayor@newlondonwi.org](#); [jackieb@newlondonwi.org](#)  
**Cc:** [Massey, Brian C.](#); [Mueller, Yvette M.](#); [Guidote, Joseph P.](#); [Nelson, Thomas M.](#)  
**Subject:** Outagamie County Sales Tax Revenue Sharing Information  
**Date:** Tuesday, November 12, 2019 1:24:54 PM  
**Attachments:** [2019 Sales Tax Revenue Sharing Correspondence.pdf](#)  
[COUNTY SALES TAX MUNICIPAL FAQ.pdf](#)  
[SAMPLE SALES TAX SHARED REVENUE RESOLUTION.pdf](#)  
**Importance:** High

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Good Afternoon,

Please find attached documentation relating to implementation of Outagamie County sales tax revenue sharing with municipalities and school districts. **Please note that action is required by your municipality/school district by April 1, 2020.**

While we are hopeful this information addresses any questions you may have, please feel free to contact us with any additional questions.

Best,

Craig Moser, Deputy Director – Department & Board Relations  
Financial Services | Outagamie County  
(920) 832-1683  
Craig.Moser@outagamie.org



**FINANCIAL SERVICES**  
320 South Walnut St.  
Appleton, WI 54911  
**920.832.1680**

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November 12, 2019

Dear Outagamie County Municipal/School District Official:

Outagamie County enacted Ordinance B—2019-20 establishing a one-half percent (0.5%) county sales and use tax, which authorized sharing up to a maximum of 15% of the net proceeds with qualifying municipalities and school districts located within Outagamie County. The Outagamie County Board adopted the 2020 budget on November 4<sup>th</sup>, which included revenue sharing with county municipalities and school districts. This correspondence outlines the parameters of the revenue sharing between the county and municipalities/school districts.

The county sales and use tax and revenue sharing will be implemented on January 1, 2020. The revenue sharing is effective for calendar year 2020 and is subject to change, per the annual county budget process. Therefore, there is no guarantee this revenue will be available in 2021.

The county will make distributions to municipalities and school districts that choose to accept the funds based on the methodology outlined in the attached FAQ document. The payment schedule determined by the county is anticipated to be on a semi-annual basis with payments occurring approximately August 10, 2020 (January – June collections) and February 10, 2021 (July – December collections). Payments will be allocated based on actual 2020 revenues received by the county from the WI Department of Revenue. A spreadsheet containing the total *estimated 2020 revenues* for municipalities/school districts is attached to the enclosed FAQ document for your reference.

By signing below and returning this form to Outagamie County **no later than April 1, 2020**, your municipality/school district agrees to accept this source of revenue and to utilize it “*for the purpose of directly reducing the property tax levy*”, pursuant to Wis. Stat. § 77.70. You are encouraged to consult with your legal counsel for guidance as necessary. Please include a copy of your governing body’s resolution to accept the sales tax allocation and agreement to follow the referenced requirements under Section 77.70 (template resolution attached).

Please refer to the attached FAQ document for further information.

Municipality/School District \_\_\_\_\_

Chief Elected Official/Administrator \_\_\_\_\_

Date \_\_\_\_\_

**OUTAGAMIE COUNTY SALES TAX  
MUNICIPAL & SCHOOL DISTRICT REVENUE SHARING  
FREQUENTLY ASKED QUESTIONS**

**Q: Is it legal for the county to share sales tax revenue with municipalities and school districts?**

WI State Statute 77.76(3) allows Wisconsin counties to share all or a portion of sales tax revenue with underlying municipalities and school districts. The statute is included below for reference (emphasis added):

**77.76(3)** From the appropriation under s. [20.835 \(4\) \(g\)](#) the department of revenue shall distribute 98.25 percent of the county taxes reported for each enacting county, minus the county portion of the retailers' discounts, to the county and shall indicate the taxes reported by each taxpayer, no later than 75 days following the last day of the calendar quarter in which such amounts were reported. In this subsection, the "county portion of the retailers' discount" is the amount determined by multiplying the total retailers' discount by a fraction the numerator of which is the gross county sales and use taxes payable and the denominator of which is the sum of the gross state and county sales and use taxes payable. The county taxes distributed shall be increased or decreased to reflect subsequent refunds, audit adjustments, and all other adjustments of the county taxes previously distributed. Interest paid on refunds of county sales and use taxes shall be paid from the appropriation under s. [20.835 \(4\) \(g\)](#) at the rate paid by this state under s. [77.60 \(1\) \(a\)](#). ***The county may retain the amount it receives or it may distribute all or a portion of the amount it receives to the towns, villages, cities, and school districts in the county.*** After receiving notice from the department of revenue, a county shall reimburse the department for the amount by which any refunds, including interest, of the county's sales and use taxes that the department pays or allows in a reporting period exceeds the amount of the county's sales and use taxes otherwise payable to the county under this subsection for the same or subsequent reporting period. Any county receiving a report under this subsection is subject to the duties of confidentiality to which the department of revenue is subject under s. [77.61 \(5\)](#) and [\(6\)](#).

**Q: Why is the county sharing with school districts? Sheboygan County is the only other county currently sharing county sales tax revenue and it's only going to municipalities.**

Outagamie County Corporation Counsel Joe Guidote has reviewed the pertinent statutes and provided a legal opinion. In short, he opines that the county could restrict the *use* of the revenue being shared, which may exclude certain entities. For example, Sheboygan County specifically requires the revenues be used for public transportation infrastructure, which excludes school districts from qualifying. However, if there is no specified use limiting entities that would qualify, the county must share with all of the entities mentioned in the statute,

including school districts, in an equitable manner. The only restriction included in the Ordinance passed by the Outagamie County Board is that the revenue must be used in accordance with WI state statutes. Please note that municipalities and school districts are encouraged to consult their own legal counsel for guidance on utilization of the county sales tax revenue.

**Q: How long can municipalities and schools rely on this shared revenue from the county?**

There is no guarantee the county would continue to share revenue generated by the county sales tax. The current County Board is unable to bind a future County Board to this policy decision. Therefore, all entities receiving a share of this revenue from the county should be mindful of that fact when making budget decisions regarding the use of this revenue. If the revenue is used to pay for debt service, for example, the recipient will be protected against a significant adverse impact should the county rescind the revenue sharing in a subsequent adopted county budget since the recipient could increase the tax levy for debt service (as available under the current levy limit formula). On the other hand, if the revenue was used to cover ongoing operational expenses, a recipient could experience a budgetary gap if the county rescinded the revenue sharing at any point in the future. The ordinance language is intentionally general to allow for as much flexibility as possible for municipalities and school districts, given the range of municipal and school district needs that exist today and may exist in the future. Municipalities and schools can avoid future budget issues by using this revenue prudently.

**Q: How will the county determine the amounts that will be distributed to each municipality and school district?**

The pertinent section of the County Ordinance passed by the County Board reads as follows:

15            SECTION 5. The County of Outagamie authorizes sharing of the net proceeds of such sales and  
16    use tax up to a maximum of 15% of said proceeds with qualifying municipalities and school districts  
17    located within Outagamie County.

The sharing methodologies are outlined within the Sales Tax Analysis Report compiled by Outagamie County Financial Services on Page 26 as follows:

**A) Allocating the Funding Between Local Municipalities and Local School Districts**

The first step in the process is to allocate funding between the local municipalities and school districts. This allocation was completed by considering each municipality/school district as one unit of government. If a municipality or school district is located in more than one county, the share of equalized value located within the county versus that individual unit of government's overall equalized value was used. For example, if 75% of a municipality/school district's equalized value is within the county, that municipality/school

district would be considered as a 0.75 unit. Based upon this analysis and an *estimated* total of \$3,000,000 to be distributed to municipalities and school districts, 80% of the allocation would be made to local municipalities (\$2,400,000) and 20% would be made to local school districts (\$600,000). See tables in **Appendix D** from the Sales Tax Analysis Report (attached) for details.

**B) Sharing the Funding between the two subsets – B1 Local Municipalities and B2 School Districts**

**B1 – Local Municipalities** – This example uses the following three-pronged methodology to distribute the *estimated* \$2,400,000 million in sales tax to the local municipalities within the county: **1) Equalized value** at 33.33%, **2) Population** at 33.33%, **3) Lane miles** at 33.34%.

- 1) **EQUALIZED VALUE** - 33.33% to be allocated based upon Equalized Value (including TIFs). Equalized value is the current method used to calculate the county's tax rate. [Note - While the current tax rate calculation for the county share excludes the TIF valuations, we have used the gross equalized valuation since this more accurately reflects the overall equalized value of the municipalities within the county.] This is consistent with the current approach to allocating tax increases (or decreases) to all local units of government. **NOTE: Equalized values are based on prior year data per the Wisconsin Department of Revenue (i.e. 2018 equalized values utilized for 2020 budget calculation).**
- 2) **POPULATION** - 33.33% to be allocated based upon population. This portion would be based on the premise that the entire population within the county would be paying county sales tax. Therefore, residents in each municipality would benefit from the county contribution back to the local municipalities. **NOTE: Population numbers are based on prior year final estimates per the Wisconsin Department of Administration - Demographic Services Center (i.e. 2018 final estimates utilized for 2020 budget calculation).**
- 3) **LANE MILES** - 33.34% would be based on the number of lane miles within each jurisdiction (and only within Outagamie County's borders). **NOTE: Lane miles are based on prior year data per the Wisconsin Department of Transportation (i.e. 2019 lane miles data utilized for 2020 budget calculation).**

This balanced, three-pronged approach would reasonably and equitably distribute the sales tax back to the local municipalities based on the allocated share of the county's levy (equalized value), those that have paid it (population based) and those that need it to fund transportation or other infrastructure or related expenditures (lane miles). The *estimated* allocations for each local municipality based on this methodology are noted in

**Appendix E** of the Sales Tax Analysis Report (attached). **NOTE: It is important to underscore that the allocations in Appendix E are *estimates*.** While the county took a conservative approach estimating total sales tax collections in 2020, actual revenues may be less than projected resulting in lower distributions to municipalities than reflected in Appendix E. Therefore, municipalities are encouraged to be conservative when including sales tax revenue in their 2020 budgets.

**B2 – Local School Districts** - We have used the following two-pronged methodology to distribute the *estimated* \$600,000 in sales tax to the local school districts within the county:

**1) Equalized value at 50% and 2) Enrollment at 50%.**

- 1) **EQUALIZED VALUE** - 50% to be allocated based on Equalized Value (Including TIFs). Equalized Value is the current method used to calculate the county's tax rate. [While the current tax rate calculation for the county share excludes the TIF valuations, we have used the gross equalized valuation since this more accurately reflects the overall equalized value for them within the county.] This portion would maintain the current approach to allocating tax increases (or decreases) to all local units of government. **NOTE: Equalized values are based on prior year data per the Wisconsin Department of Revenue (i.e. 2018 equalized values utilized for 2020 budget calculation).**
- 2) **STUDENT ENROLLMENT** - 50% to be allocated based upon school enrollment. This ensures that local school districts with higher student counts would receive a slightly higher portion of the school districts' allocation. **NOTE: Student enrollment numbers are based on prior year data per the Wisconsin Department of Public Instruction or on other reasonable allocation methods if enrollment data by county is not readily obtainable.**

This balanced, two-pronged approach would reasonably and equitably distribute the sales tax back to the local school districts based on the allocated share of the county's levy (equalized value) and student enrollment. The *estimated* allocations for each local school district based on this methodology are noted in **Appendix F** of the Sales Tax Analysis Report (attached). **NOTE: It is important to underscore that the allocations in Appendix F are *estimates*.** While the county took a conservative approach estimating total sales tax collections in 2020, actual revenues may be less than projected resulting in lower distributions to school districts than reflected in Appendix F. Therefore, school districts are encouraged to be conservative when including sales tax revenue in their 2020 budgets.

**Q: When can municipalities and school districts expect to receive sales tax revenue payments from the county?**

The county will determine the payment method and schedule. It is currently anticipated that payments will be made on a semi-annual basis (approximately August 10, 2020 for January – June collections and February 10, 2021 for July – December collections) and will be based on 15% of actual 2020 revenues received by the county from the WI Department of Revenue. The county's fiscal year is the calendar year. Entities with differing fiscal years will need to choose which fiscal year to apply the revenues based on their financial reporting guidelines.

**Q: What are the county requirements for municipalities and school districts regarding their use of the sales tax revenue?**

Municipalities and school districts will be required to adopt a resolution and sign a form agreeing to utilize the revenue consistent with state statute. The county will provide standard templates for municipalities and school districts to utilize. Please note that municipalities and school districts are encouraged to consult their own legal counsel for guidance on the utilization of county sales tax revenue.

## APPENDIX D

### MUNICIPAL & SCHOOL DISTRICT ALLOCATION TABLES

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MUNICIPALITY	*TOTAL EQUALIZED VALUE	*OC EQUALIZED VALUE	UNIT SHARE
<b>TOWNS</b>			
BLACK CREEK	\$ 102,821,000	\$ 102,821,000	1.00
BOVINA	101,956,800	101,956,800	1.00
BUCHANAN	684,363,800	684,363,800	1.00
CENTER	378,915,000	378,915,000	1.00
CICERO	90,794,800	90,794,800	1.00
DALE	267,681,600	267,681,600	1.00
DEER CREEK	44,403,400	44,403,400	1.00
ELLINGTON	276,129,900	276,129,900	1.00
FREEDOM	533,827,200	533,827,200	1.00
GRAND CHUTE	2,657,993,100	2,657,993,100	1.00
GREENVILLE	1,323,094,600	1,323,094,600	1.00
HORTONIA	122,906,900	122,906,900	1.00
KAUKAUNA	140,412,400	140,412,400	1.00
LIBERTY	72,791,800	72,791,800	1.00
MAINE	75,697,100	75,697,100	1.00
MAPLE CREEK	46,737,000	46,737,000	1.00
ONEIDA	216,087,800	216,087,800	1.00
OSBORN	98,654,400	98,654,400	1.00
SEYMOUR	103,983,100	103,983,100	1.00
VANDENBROEK	172,130,300	172,130,300	1.00
<b>VILLAGES</b>			
BEAR CREEK	16,788,500	16,788,500	1.00
BLACK CREEK	69,657,000	69,657,000	1.00
COMBINED LOCKS	297,130,800	297,130,800	1.00
HORTONVILLE	199,760,600	199,760,600	1.00
HOWARD	1,809,530,400	25,000	0.00
KIMBERLY	524,142,700	524,142,700	1.00
LITTLE CHUTE	878,465,300	878,465,300	1.00
NICHOLS	9,157,000	9,157,000	1.00
SHIOCTON	41,281,400	41,281,400	1.00
WRIGHTSTOWN	254,760,200	43,542,300	0.17
<b>CITIES</b>			
APPLETON	5,443,435,200	4,586,364,300	0.84
KAUKAUNA	1,088,410,700	1,088,364,100	1.00
NEW LONDON	388,138,900	124,884,900	0.32
SEYMOUR	210,167,300	210,167,300	1.00
<b>TOTALS</b>	<b>\$ 18,742,208,000</b>	<b>\$ 15,601,113,200</b>	<b>31.34</b>
*WI Dept of Revenue - 2018 Statement of Changes in Equalized Values			

SCHOOL DISTRICT	*TOTAL EQUALIZED VALUE	*OC EQUALIZED VALUE	UNIT SHARE
APPLETON	\$ 8,129,465,172	\$ 7,137,207,575	0.88
KIMBERLY	2,156,682,752	1,257,653,218	0.58
KAUKAUNA	2,393,293,273	1,814,423,363	0.76
LITTLE CHUTE	549,592,535	549,592,535	1.00
HORTONVILLE	2,202,756,864	2,202,756,864	1.00
SEYMOUR	823,012,881	804,836,610	0.98
FREEDOM	925,383,873	925,383,873	1.00
SHILOCH	336,846,131	336,846,131	1.00
CLINTONVILLE	651,189,274	66,666,495	0.10
NEW LONDON	1,126,138,908	354,557,852	0.31
WEST DEPERE	2,265,512,409	41,611,601	0.02
WRIGHTSTOWN	719,987,676	109,111,540	0.15
PULASKI	1,815,504,581	453,011	0.00
MENASHA	1,406,322,239	12,532	0.00
<b>TOTALS</b>	<b>\$ 25,501,688,568</b>	<b>\$ 15,601,113,200</b>	<b>7.78</b>
* WI Dept of Education - The number of students enrolled on the 3rd Friday of Sept.			

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MUNICIPAL & SCHOOL DISTRICT ALLOCATION TABLE:			
County Distribution			
MUNICIPAL UNITS	31.34	80%	\$2,400,000.00
SCHOOL DIST UNITS	7.78	20%	\$600,000.00
<b>TOTALS</b>	<b>39.12</b>	<b>100%</b>	<b>\$3,000,000.00</b>

## APPENDIX E

### MUNICIPAL DISTRIBUTION TABLE

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**Estimate of Potential Distributions to Local Government Municipalities**  
**\$2,400,000 allocated by: 33.33% Equalized Value, 33.33% Population, 33.34% Lane Miles**

MUNICIPALITY	EQUALIZED VALUE SHARE	POPULATION SHARE	LANE MILES SHARE	TOTAL SHARE
<b>TOWNS</b>				
BLACK CREEK	\$ 5,272	\$ 5,400	\$ 23,168	\$ 33,840
BOVINA	5,232	5,024	18,248	28,504
BUCHANAN	35,096	30,208	24,880	90,184
CENTER	19,432	15,448	34,632	69,512
CICERO	4,656	4,824	26,024	35,504
DALE	13,728	12,360	24,992	51,080
DEER CREEK	2,280	2,808	17,840	22,928
ELLINGTON	14,160	13,000	31,416	58,576
FREEDOM	27,376	26,256	34,608	88,240
GRAND CHUTE	136,296	98,408	68,328	303,032
GREENVILLE	67,848	51,088	56,960	175,896
HORTONIA	6,304	4,736	10,864	21,904
KAUKAUNA	7,200	5,616	19,480	32,296
LIBERTY	3,736	3,800	12,584	20,120
MAINE	3,880	3,824	16,464	24,168
MAPLE CREEK	2,400	2,616	11,880	16,896
ONEIDA	11,080	20,504	43,176	74,760
OSBORN	5,056	5,240	15,032	25,328
SEYMORE	5,336	5,152	20,808	31,296
VANDENBROEK	8,824	6,824	11,312	26,960
<b>VILLAGES</b>				
BEAR CREEK	864	1,920	2,096	4,880
BLACK CREEK	3,568	5,672	3,912	13,152
COMBINED LOCKS	15,240	15,280	9,264	39,784
HORTONVILLE	10,240	11,896	7,840	29,976
HOWARD	-	-	-	-
KIMBERLY	26,880	28,984	17,632	73,496
LITTLE CHUTE	45,048	48,208	27,320	120,576
NICHOLS	472	1,176	1,840	3,488
SHILOCTON	2,120	4,024	2,832	8,976
WRIGHTSTOWN	2,232	864	1,408	4,504
<b>CITIES</b>				
APPLETON	235,160	266,896	142,920	644,976
KAUKAUNA	55,808	69,592	41,624	167,024
NEW LONDON	6,400	7,424	7,544	21,368
SEYMORE	10,776	14,928	11,072	36,776
<b>TOTALS</b>	<b>\$ 800,000</b>	<b>\$ 800,000</b>	<b>\$ 800,000</b>	<b>\$ 2,400,000</b>
	33.33%	33.33%	33.34%	100.00%

**APPENDIX F**  
**SCHOOL DISTRICT DISTRIBUTION TABLE**

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**Estimate of Potential Distributions to School Districts**  
**\$600,000 allocated by: 50% Outagamie Equalized Value, 50% Outagamie Student Enrollment**

SCHOOL DISTRICT	ENROLLMENT SHARE	EQUALIZED VALUE SHARE	TOTAL SHARE
APPLETON	\$ 136,140	\$ 137,250	\$ 273,390
KIMBERLY	28,800	24,180	52,980
KAUKAUNA	28,380	34,890	63,270
LITTLE CHUTE	15,240	10,560	25,800
HORTONVILLE	38,160	42,360	80,520
SEYMOUR	20,640	15,480	36,120
FREEDOM	15,300	17,790	33,090
SHIOTON	6,660	6,480	13,140
CLINTONVILLE	1,230	1,290	2,520
NEW LONDON	6,840	6,810	13,650
WEST DEPERE	630	810	1,440
WRIGHTSTOWN	1,980	2,100	4,080
PULASKI	-	-	-
MENASHA	-	-	-
<b>TOTALS</b>	<b>\$ 300,000</b>	<b>\$ 300,000</b>	<b>\$ 600,000</b>
	50.00%	50.00%	100.00%

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## **SAMPLE SALES TAX SHARED REVENUE RESOLUTION**

The Outagamie County Board of Supervisors has adopted Ordinance B—2019-20 enacting a county sales and use tax of one-half of one percent (0.5%) in Outagamie County effective January 1, 2020. Section 5 of Ordinance B—2019-20 authorizes sharing of the net proceeds of the sales and use tax up to a maximum of 15% of net proceeds with qualifying municipalities and school districts located in Outagamie County.

The method for determining the share local municipalities and school districts receive for the 2020 calendar year is as follows:

- 1) Municipalities (Cities, Towns and Villages) – 80% of the shared revenue
  - a) Equalized Value Including TIF (Per WISDOR 2018 Statement of Changes in Equalized Values) – 33.33%
  - b) Population (Per WISDOA 2018 final estimates) – 33.33%
  - c) Lane Miles (Per WISDOT 2019 final GTA report) – 33.34%
- 2) School Districts – 20% of the shared revenue
  - a) Equalized Value Including TIF (Per WISDOR 2018 Statement of Changes in Equalized Values) – 50%
  - b) Student Enrollment (Per WISDPI 2018) – 50%

For municipalities and school districts spanning multiple counties, only the Outagamie County portion will be used in the formulas.

NOW THEREFORE, the undersigned members of \_\_\_\_\_ recommend adoption of the following resolution.

BE IT RESOLVED, that the \_\_\_\_\_ does hereby agree to accept and expend the shared county sales tax revenue from Outagamie County “*for the purpose of directly reducing the property tax levy*”, pursuant to Wis. Stat. § 77.70, and

BE IT FINALLY RESOLVED, that a copy of this Resolution be forwarded to the Outagamie County Executive, Outagamie County Clerk and Outagamie County Finance Director.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

 <b>Fox Valley Metro Police Department</b>	<b>Title:</b> Community Service Officers (CSO)			
<b>Policy Source:</b> Chief of Police	<b>Issued:</b> 10/22/2019	<b>Reviewed:</b> 10/24/2019	<b>Revised:</b> N/A	<b>Pages:</b> 6
<b>Special Instructions:</b> None				

## I. PURPOSE

The purpose of this policy is to establish the duties and scope of authority of Community Service Officers (CSO).

## II. POLICY

It is the policy of the Fox Valley Metro Police Department to support the operational mission of the organization by employing a cadre of non-sworn Community Service Officers whose role is to provide services not requiring the authority or powers of a sworn police officer.

## III. DEFINITIONS

**Community Service Officer (CSO).** A non-sworn member of the department who does not have arrest powers under Wis. § 175.40 and/or 968.07 but may have the authority to issue municipal citations per village ordinance.

**Community Service Officer Coordinator (CSOC).** A sworn officer designated by the Chief of Police to oversee the operations of the CSO program. Typically, the CSOC will be of a supervisory rank and preferably a lieutenant assigned to the patrol division.

## IV. PROCEDURE

### A. Community Service Officer (CSO) Program Goals

1. The CSO Program is designed to match college students pursuing a career in law enforcement or criminal justice with an employment opportunity that introduces them to profession.
2. The CSO Program enables the Fox Valley Metro Police Department to

satisfy many operational demands not requiring a sworn police officer in a cost-effective manner.

3. The CSO Program enables the department to evaluate prospective candidates for fulltime employment as police officers by affording them an employment opportunity that parallels, in many ways, the job duties and responsibilities of a sworn officer.

B. Employment Requirements (Preferred)

1. To be eligible for appointment, candidates for the position of Community Service Officer must satisfy the following requirements:
  - a. Be at least 18 years of age;
  - b. Possess a valid Wisconsin driver's license;
  - c. No felony convictions or other misdemeanor convictions that may conflict with the duties of this position.
  - d. Possess a high school diploma or General Educational Development (GED) Certificate;
  - e. Be enrolled in post-high school education in a field related to Criminal Justice; and
  - f. Maintain fulltime student status.

**NOTE: The Chief of Police has the discretion to hire non-criminal justice students and other persons who meet the other qualifications for this position.**

2. The selection process for CSO will be determined by the Chief of Police.
3. Upon appointment, A CSO must maintain good standing and fulltime status as a student in their post-high school education program.

C. Employment Status

1. Community Service Officers are part-time, limited term, non-sworn employees.
2. The term of employment for a CSO who is a student corresponds to their continued status as a fulltime student in a post-high school, Criminal Justice related education program and/or attendance in the Preparatory Law Enforcement Officer Training Academy.
3. Community Service Officers who are students must submit proof of course registration at the beginning of each semester and grade transcripts at the conclusion of each semester to continue their employment with the department.
4. Employment as a student CSO may cease six (6) months after graduation from the post-high school education program. Additionally,

employment may cease if a determination is made the employee is no longer enrolled as a fulltime student.

5. Employment as a CSO (student or non-student) is subject to termination by the Fox Valley Metro Police Department, at will, with or without cause and with or without notice, at any time.

D. Community Service Officer Authority

1. Community Service Officers are non-sworn personnel and do **not** possess the arrest authority conferred upon sworn police officers.
2. Community Service Officers do possess limited authority to issue parking citations and municipal summonses for violations of **ordinances of the Villages of Little Chute and Kimberly, WI. code of Ordinances, as outlined in this policy.** This authority is delegated to Community Service Officers pursuant to Wis. § 66.0113(2)(a), and **Villages of Little Chute and Kimberly, WI. code of Ordinances.**
3. Community Service Officers will issue citations for only those **ordinance violations as directed by the Chief of Police or his/her designee.**
4. In exercising the authority granted in Section 2, above, Community Service Officers may not seize any person.
5. The authority to issue parking citations and municipal summonses extends to violations of the code of ordinances for both villages. However, focus will be given to the below listed village ordinances. If a CSO wishes to issue a citation for a violation not covered by the below listed ordinances, then they shall get supervisory approval prior to the issuance of the citation.

**NOTE:** If just a chapter or section title is listed, then authority extends to the entire content of that chapter or section. If specific sections are listed, then authority only extends to those specific sections.

**VILLAGE OF LITTLE CHUTE:**

- a. Chapter 6, Animals
- b. Chapter 18, Fire Prevention and Protection
  1. 18-27, Open Burning
- c. Chapter 26

1. Article III, Parking Regulations.
2. Article IX, Abandoned and Junked Vehicles
- d. Chapter 28, Nuisances
  1. 28-31, Noxious Weeds
  2. 28-33, Peace and Safety
  3. 28-87, Length of Lawns
- e. Chapter 30, Offenses
  1. 30-24, Fireworks
  2. Sec. 30-62, Theft of library material.
  3. 30-67, Storage of Junk
- f. Chapter 32, Park Regulations
- g. Chapter 38, Solid Waste
  1. 38-26, Approved Waste Containers
  2. 38-27, Collection of Refuse
  3. Article III, Prohibited Conduct
- h. Chapter 40, Streets, Sidewalks and Other Public Places
  1. 40-1, Street Obstruction Permit
  2. 40-4, Raking Leaves into Streets
  3. 40-5, Unlawful Dumping on Streets
  4. 40-6, Street Numbers
  5. 40-65, Snow and Ice Removal
  6. 40-66, Terrace Area
- i. Chapter 44, Zoning
  1. 44-191, Storage and Parking of recreational Vehicles, Automobiles and Utility Trailers
  2. 44-192, Storage of Trucks, Tractors and Road Machinery
  3. 44-217, Prohibited Signs
  4. 44-221, Specific Requirements
  5. 44-392, Outside Storage of Firewood
  6. 44-393, Outside Storage
  7. 44-395, Swimming Pools

**VILLAGE OF KIMBERLY:**

- a. Chapter 180, Animals
- b. Chapter 202, Brush, Grass and Weeds
- c. Chapter 270, Fires and Fire Prevention
  - 1. 270-8, Outdoor and Refuse Burning
- d. Chapter 273, Fireworks
- e. Chapter 364, Nuisances,
  - 1. 364-8, Public Nuisances Affecting Peace and Safety.
- f. Chapter 372, Parks and Recreation
- g. Chapter 377, Peace and Good Order
  - 1. 377-7 Sale and Discharge of Fireworks Restricted
  - 2. 377-19, Abandoned Refrigerators
  - 3. 377-21, Storage of Junk
  - 4. 377-23, Theft of Library Material
- h. Chapter 385, Property Maintenance
- i. Chapter 418, Solid Waste
- j. Chapter 430, Streets and Sidewalks
  - 1. 430-8, Obstructions and Encroachments
  - 2. 430-9, Street Privilege Permit
  - 3. 430-10, Snow and Ice Removal
  - 4. 430-11, Terrace Areas
  - 5. 430-16, Raking Leaves into Streets
  - 6. 430-17, Unlawful Dumping on Streets
  - 7. 430-18, Street Numbers
- k. Chapter 459, Abandoned Vehicles
- l. Chapter 463, Vehicles and Traffic
  - 1. Article III, Parking Regulations.

m. Chapter 525, Zoning

1. 525-66, Storage and Parking of Recreational Vehicles
2. 525-67, Storage of Trucks, Tractors, Road Machinery and Trailers
3. 525-71, Signs Excepted
4. 525-72, Signs Permitted
5. 525-73, Prohibited Signs
6. 525-94, Outside Storage of Firewood
7. 525-95, Outside Storage
8. 525-97, Swimming Pools

6. In exercising the authority to issue parking citations and municipal summonses, Community Service Officers should be guided by the *Law Enforcement Authority and Discretion* policy- particularly Section G; Application of Professional Discretion.
7. In operating a department vehicle outfitted with emergency equipment, Community Service Officers may **not** engage in emergency driving, but may utilize emergency lighting to stop, stand or park irrespective of parking regulations. In exercising this privilege, Community Service Officers must employ due regard under the circumstances for the safety of all persons.

E. Training

1. All Community Service Officers will receive initial and ongoing training related to their authorized and assigned duties.
2. Initial training will include:
  - a. An orientation that familiarizes Community Service Officers with their role, responsibilities, and rights as an employee of the Village of Little Chute.
  - b. A meeting with the Administrative Manager or his/her designee regarding Village/Department policy and employment benefits.
3. Position specific training will include:
  - a. A meeting with the Community Service Officer Program coordinator, during which the employee will review the *Community Service Officer* policy, other relevant policies, and general issues related to the position.

- b. Providing the Community Service Officer with a training manual, consisting of task sheets to guide field training.
  - c. Assignment to a multi-week training program with various Community Service Officers designated as field training officers.
4. The field training program for Community Service Officers will generally be 80 hours in length, but is dependent on the progress of the trainee and the completion of all required training task sheets.
  - a. During the last three training shifts, a plainclothes Community Service Officer will ride with the trainee to evaluate his or her progress and determine whether the trainee is ready for solo patrol.
  - b. The lieutenant overseeing the Community Service Officer Program will monitor the trainee's progress and make the final decision regarding readiness for solo patrol.
5. Ongoing training will be provided to Community Service Officers based upon needs identified by the lieutenant responsible for the program.
6. All training records created for a Community Service Officer will be retained in the employee's personnel file.

#### F. Uniforms and Equipment

1. The Community Service Officer uniform will distinguish the employee from a sworn police officer. Only authorized uniform garments and duty equipment may be worn.
2. All Community Service Officer uniform shirts, jackets and hats will be provided by the department. Pants and footgear will be the responsibility of the individual employee.
3. Specific details regarding the uniform, including appearance and care requirements, are outlined in the *Uniforms, Equipment* policy.
4. Community Service Officers will be issued OC and bite sticks (collapsible batons).
  - a. These devices are issued solely for self-defense against an animal attack.
  - b. Community Service Officers will receive training in the proper use of this equipment prior to being permitted to carry the equipment.

#### G. Duties and Responsibilities

1. The following list comprises the primary duties of Community Service Officers

Officers. It is not intended to be all inclusive. Additional duties may be assigned if they are consistent with scope and authority associated with the Community Service Officer Program.

- a. Direct vehicle and pedestrian traffic.
- b. Assist motorists with disabled vehicles.
- c. Enforce parking regulations.
- d. Investigate animal complaints.
- e. Assist at crime, fire, and accident scenes.
- f. Investigate lost and found property complaints.
- g. Assist with crime prevention efforts.
- h. Conduct home/property vacation checks.
- i. Investigate abandoned vehicle complaints.
- j. Investigate motor vehicle accidents as outlined in the *Vehicle Accident Investigation* policy.
- k. Respond to vehicle lockouts
- l. Mail and property deliveries
- m. Fleet maintenance
- n. Attend special events/community programs/meetings

2. Community Service Officers may take minor theft reports, gas drive-offs, and vandalism complaints, only under the following conditions:
  - a. The loss/damage is valued at \$500.00 or less.
  - b. There are no known suspects or apparent solvability factors.
3. Notwithstanding Section 2, above, Community Service Officers are not permitted to investigate the following:
  - a. Theft of currency or credit/debit cards.
  - b. Thefts involving financial transactions, other than theft of gasoline.
  - c. Identity thefts or thefts of other personal or confidential documents.
  - d. Thefts from a retail merchant other than the theft of gasoline.
  - e. Any damage to a structure which resulted from an attempt to enter the structure.

#### H. Scheduling Requirements

1. Community Service Officers shall submit their monthly schedule availability to the program coordinator by the 15<sup>th</sup> of each month.
2. Community Service Officers' scheduled hours shall not exceed the maximum allotted annual hours.

3. Community Service Officers shall consider the Village of Little Chute /Fox Valley Metro Police Department their primary employer as outlined in the *Secondary Employment* policy.

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10/ 22/2019

Date:

Daniel M. Meister  
Chief of Police

# COMMUNITY SERVICE OFFICER (CSO)

## FOX VALLEY METRO POLICE DEPARTMENT



<b>POSITION TITLE</b>	Community Service Officer (CSO)	<b>MANAGEMENT/SUPERVISORY POSITION</b>	No
<b>DEPARTMENT</b>	Police (FVMPD)	<b>FULL OR PART-TIME</b>	Part-time
<b>REPORTS TO</b>	CSO Coordinator	<b>FLSA STATUS</b>	Non-Exempt
<b>DATE CREATED</b>	11/11/2019	<b>DATE REVIEWED/UPDATED</b>	11/11/2019

### NATURE OF WORK

This is an entry level, non-sworn civilian position responsible for assisting other staff in the performance of para-professional tasks in the Police Department. Work involves directing traffic, writing reports, conducting security checks on parks/village buildings, and impounding stray animals. Work is performed under the regular supervision of the on-duty supervisor or Police Officer. Reports to the Community Service Officer Coordinator.

Community Service Officers (CSO's) are expected to perform their duties with regard to the Department's mission. CSO's are expected to conduct themselves with our guiding principles of ***Compassion, Integrity and Professionalism*** in mind.

## **JOB FUNCTIONS**

### **ESSENTIAL JOB DUTIES, RESPONSIBILITES AND ABILITIES**

This section does not list all of the duties performed in the positions of a particular class and usually, with the exception of single position classes, no single position will include all duties listed.

1. Adhere to department policies and procedures.
2. Obey the lawful orders of the Chief of Police, Command Staff COS Coordinator and any Officer in Charge (OIC).
3. Issues warning notices and citations for animal, parking or other local ordinance violations.
4. Patrols parks to insure buildings are secured and parks are vacated at closing time.
5. Directs traffic and assists with crowd control at accidents, fire scenes, parades, special events, disaster scenes and other times under the direction of a Police Officer.
6. Picks up and impounds unattended, stray, sick or improperly cared for animals and takes enforcement actions.
7. Assists stranded/stalled motorists.
8. Responds to and makes reports on incidents that do not need immediate investigation or follow-up.
9. Facilitates the exchange of information between parties at non-reportable vehicle accidents.
10. Takes initial reports of graffiti including photographing, documenting and ensuring necessary follow-up.
11. Assists with fleet maintenance

### **PERIPHERAL JOB DUTIES AND FUNCTION**

- Answers telephones, assists customers and performs other clerical duties at the police department
- Performs mail runs and property deliveries/pickups.
- Any other duties as assigned by the Chief of Police.

### **PREFERRED EDUCATIONAL REQUIREMENTS**

Graduation from an accredited high school or GED. Currently enrolled in a post high school accredited degree program with a focus on law enforcement/criminal justice. **Must maintain an active enrollment status** and have a minimum of 1 year of schooling remaining. Must maintain passing grades and be in good standing with the educational institution.

**NOTE:** CSO positions may be filled with retired/inactive law enforcement personnel or other persons who meet the other requirements of the job position.

## **LICENSURE REQUIREMENTS**

- Must have a valid, Wisconsin operator's license.

## **LEGAL REQUIREMENTS**

- Be at least 18 years of age;
- U.S. Citizen
- Possess a valid Wisconsin driver's license;
- No felony convictions or other misdemeanor convictions that may conflict with the duties of this position. Any convictions will be reviewed based on their particular circumstances to determine if the offense may be related to the duties of this position.

## **PHYSICAL REQUIREMENTS**

1. Be able to lift items weighing up to 50 lbs.
2. 20/20 vision (corrected or uncorrected). Color Vision (Ishihara 14-plate):  $\approx$  Candidates who fail the Ishihara and pass the Farnsworth D-15 are acceptable.  $\approx$  Candidates who fail the Ishihara AND the Farnsworth D-15 are not acceptable. \*The use of x-chrom(e) lenses is prohibited. (These are the lenses that correct color vision.) - Fields of Vision of at least 85 degrees in the horizontal meridian in each eye.
3. Hearing. Hearing in best aided ear is greater than 25 dB in three of four speech frequencies (500, 1000, or 2000 and 300 Hertz)
4. Stand on feet for lengthy periods of times
5. Sit for lengthy periods of time.
6. Work in an outdoor climate under a variety of weather conditions.
7. Operate the required, issued equipment in a safe and effective manner.
8. Hold up arms/hands and/or portable traffic signs for short, but repetitive periods of time for the purpose of directing traffic.

## **INTELECTUAL REQUIREMENTS**

Requires some experience in dealing with the public. This position also requires the following knowledge, skills and abilities:

1. Ability to use a personal computer system and department software systems.
2. Ability to use police radio equipment and other communications equipment.
3. Knowledge of the precautions necessary to work safely in and around vehicular traffic.
4. Ability to read and understand street maps and directions.
5. Ability to understand and carry out oral and/or written instructions.
6. Ability to maintain effective, professional relationships with other employees and the public and to deal with the public in a courteous and tactful manner.
7. Ability to gather information and complete reports.

## **WORKING ENVIRONMENT AND CONDITIONS**

The FVMPD operates in a quasi-military manner in that it has a chain-of-command, rank structure and rules and polices. Subordinates are required to follow the legal orders of their supervisors and command staff.

The CSO must be able to respond to calls for service, conduct investigations and enforce the law under a wide variety of conditions and different environments. CSO's cannot always choose the location or situation under which they may have to perform their job duties.

- Ability to work in a variety of indoor and outdoor climates.
- Ability to work in a variety of weather climates
- Ability to work long hours without regular breaks
- Ability to work different shifts / hours
- Ability to work in stressful situations.
- Ability to work in loud situations
- Ability to work as an individual or in a team environment
- Ability to take direction, follow orders.

## **OTHER RELATED DOCUMENTS**

- Village of Little Chute Employee Handbook
- FVMPD Policies and Procedures Manual

## **REASONABLE ACCOMMODATIONS**

Consistent with the Americans with Disabilities Act (ADA) and Wisconsin's Fair Employment Law, it is the policy of the Fox Valley Metro Police Department and the village of Little Chute to provide reasonable accommodation when requested by a qualified applicant or employee with a disability, unless such accommodation would cause an undue hardship on the employer. The policy regarding requests for reasonable accommodation applies to all aspects of employment, including the application process. If reasonable accommodation is needed, please contact the Chief of Police or a FVMPD supervisor

DMM 11/11/2019.

## VILLAGE OF LITTLE CHUTE

### ORDINANCE NO. \_\_, SERIES OF 2019

#### AN ORDINANCE AMENDING CHAPTER 24, SECTION 90, OFFICIALS AUTHORIZED TO ISSUE CITATIONS.

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

**Section 1.** Chapter 24, § 90 of the Village of Little Chute code of ordinances is hereby amended by additions to the following:

#### Chapter 24. Citations

##### § 22-2. Officials authorized to issue citations.

Sec. 24-90. - Officials authorized to issue.

Citations authorized in section 24-89 may be issued by sworn law enforcement officers and non-sworn, Community Service Officers (CSO) of the village and by the following designated village officials with respect to sections of this Code which are directly related to the official's area of responsibility. The officials granted authority to issue citations under this section may delegate the authority to other village employees within the designated official's department with the approval of the village board.

- (1) Building inspector.
- (2) Fire inspector.
- (3) Director of public works.
- (4) Zoning administrator.
- (5) Director of parks, recreation and forestry.

(Code 2006, § 1-2-2)

**Section 2. Severability.** If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the above provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provisions or its applications.

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

Date Introduced, Approved and Adopted: December 4, 2019

VILLAGE OF LITTLE CHUTE

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Michael R. Vanden Berg, Village President

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Laurie Decker, Village Clerk

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