



AGENDA

REGULAR BOARD MEETING

PLACE: Little Chute Village Hall
DATE: Wednesday, February 5, 2020
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 Committee of the Whole Meeting of January 22, 2020

- 2. Operator Licenses

Gierach, Garrett	Moasis Truck Stop	Little Chute
Perez Nunez, Rebecca	Walgreens	Menasha
Rudolph, Jamie	5 th Quarter	DePere
Sandoval, William	El Jaripeo	Appleton

- 3. Disbursement List

- G. Action—Joint Library Agreement

- H. Action—Adopt Resolution No. 3 Designating the Finance Director as the Official Authorized to Declare Official Intent under Reimbursement Bond Regulations

- I. Action—2019 Budget Adjustments

- J. Discussion/Possible Action—Mailboxes During Reconstruction

- K. Discussion—DRAFT Personnel Manual Changes

- L. Discussion—Special Event Permits
- M. Discussion—Elected Official Compensation
- N. Department and Officers Progress Reports
- O. Call for Unfinished Business
- P. Items for Future Agenda
- Q. 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. *Development Proposals and Tentative Agreement with FVMPD PPA*
- R. Return to Open Session
- S. Potential Action—*FVMPD PPA CBA TA Professional Police Association Collective Bargaining Agreement Tentative Agreement*
- T. 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: January 31, 2020

MINUTES OF THE COMMITTEE OF THE WHOLE MEETING JANUARY 22, 2020

Call to Order

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

Roll Call

PRESENT: Michael Vanden Berg, President

Larry Van Lankveldt, Trustee

Skip Smith, Trustee

Bill Peerenboom, Trustee

Brian Van Lankveldt, Trustee

John Elrick, Trustee

EXCUSED: David Peterson, Trustee

Roll call of Department Heads

PRESENT: James Fenlon, Village Administrator

Adam Breest, Dir. Of Parks, Rec and Forestry

Lisa Remiker-DeWall, Finance Director

Kent Taylor, Director of Public Works

Chris Murawski, Village Engineer

Laurie Decker, Village Clerk

Public Appearance for Items not on the Agenda

None

Approval of Minutes

Minutes of Regular Board Meeting of January 15, 2020

Moved by Trustee Smith, seconded by Trustee Van Lankveldt to Approve Minutes of the Regular Board Meeting of January 15, 2020

Ayes 6, Nays 0 – Motion Carried

Public Information Meeting—2020 Public Improvements Projects

Engineer Murawski gave a brief overview of the 2020 Construction Projects. He advised residents that they are welcome to meet with staff one on one after the presentation. He introduced Laura Braatz, Administrative Assistant, Bryan Blum, GIS Manager/Inspection, Rob Olkiewicz, Construction Manager/CAD Designer, Mark Van Der Wegen, Staff Engineer/CAD Designer. Engineer Murawski covered the Water Main reconstruction on Freedom Road to Buchanan Street, Railroad Quiet Zone crossing improvements and Vandenbroek Pond project information.

Action—Adopt Resolution No. 1, Series 2020 Amending the Final Special Assessment/Hookup Fees for Park Avenue from Buchanan Street to Wilson Street and the Final Revised Engineers Report

Moved by Trustee Elrick, seconded by Trustee Van Lankveldt to Adopt Resolution No. 1, Series 2020 Amending the Final Special Assessment/Hookup Fees for Park Avenue from Buchanan Street to Wilson Street and the Final Revised Engineers Report

Ayes 6, Nays 0 – Motion Carried

Action—Adopt Resolution No. 2, Series 2020 the Preliminary Assessment/Hookup Fee Declaring Intent to Exercise Special Assessment Powers for Carol Lynn Drive from Wisconsin Avenue to Lincoln Avenue and Homewood Court from Florida Avenue to Florida Avenue

Moved by Trustee Elrick, seconded by Trustee Smith to Adopt Resolution No. 2, Series 2020 the Preliminary Assessment/Hookup Fee Declaring Intent to Exercise Special Assessment Powers for Carol Lynn Drive from Wisconsin Avenue to Lincoln Avenue and Homewood Court from Florida Avenue to Florida Avenue

Ayes 6, Nays 0 – Motion Carried

Discussion—Part-Time Staff Wage Scale for Engineering, Public Works, and Parks, Recreation & Forestry

Director Breest went over the Village of Little Chute part-time wage scale to make the wage for seasonal employees competitive.

Discussion—Joint Library Agreement

Administrator Fenlon went over the time line for the separation of the Joint Library between the Village of Little Chute and Kimberly. This is for discussion only and the agreement will be on the agenda for the February 5, 2020 for action.

Unfinished Business

None

Items for Future Agendas

Reconstruction of Residential Mailboxes

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. *Economic Development Negotiations*

Moved by Trustee Smith, seconded by Trustee Van Lankvelt to enter into closed session

Ayes 6, Nays 0 – Motion Carried

b) 19.85(1)(c) Consideration of Employment, Promotion, or Performance Evaluation Data of any Public Employee of the Village of Little Chute. *Community Development Director Employment Agreement*

Moved by Trustee Smith, seconded by Trustee Van Lankvelt to enter into closed session

Ayes 6, Nays 0 – Motion Carried

Return to Open Session

Moved by Trustee Elrick, seconded by Trustee Smith to exit closed session

Ayes 6, Nays 0 – Motion Carried

Potential Action—Appoint and Approve Community Development Director

Moved by Trustee Elrick, seconded by Trustee Peerenboom to Conditionally Approve and Appoint David Kittel as Community Development Director as of February 10, 2020

Ayes 6, Nays 0 – Motion Carried

Adjournment

Moved by Trustee Elrick, seconded by Trustee Smith to Adjourn the Committee of the Whole Meeting at 6:47 p.m.

Ayes 6, Nays 0 – Motion Carried

VILLAGE OF LITTLE CHUTE

By: Michael R. Vanden Berg, Village President

Attest: Laurie Decker, Village Clerk

Disbursement List - February 5, 2020

Payroll & Payroll Liabilities - January 23, 2020	\$195,842.41
Prepaid Invoices - January 13, 2020	\$40.00
Prepaid Invoices - January 17, 2020	\$63,993.58
Prepaid Invoices - January 23, 2020	\$100,624.78
Prepaid Invoices - January 31, 2020	\$174,189.28
Utility Commission- January 21, 2020	\$42,432.57

CURRENT ITEMS

Bills List - February 5, 2020	\$398,147.08
Total Payroll, Prepaid & Invoices	\$975,269.70

The above payments are recommended for approval:

Rejected: _____

Approved February 5, 2020

Michael R Vanden Berg, Village President

Laurie Decker, Clerk

Report Criteria:

Invoice Detail.Voided = {=} FALSE

Invoice	Description	Total Cost	Period	GL Account
A.P. PLUMBING LLC				
5928	WORK COMPLETED AT V.H. MECHANICAL ROOM	297.20	01/20	101-51650-245
Total A.P. PLUMBING LLC:		297.20		
AMERICAN WATER WORKS ASSOCIATION				
7001756185	2020 MEMBERSHIP-REMIKER-DEWALL	137.00	01/20	620-53924-208
Total AMERICAN WATER WORKS ASSOCIATION:		137.00		
AMPLITEL TECHNOLOGIES				
15167	3 YEAR MERAKI LICENSE	285.24	01/20	207-52120-204
15173	NEW SERVERS FOR FVMPD	24,485.72	01/20	207-52120-302
15175	NEW SERVERS FOR VILLAGE HALL	23,776.43	01/20	404-57190-302
15206	CABLE FOR CAMERAS	20.25	01/20	207-52120-240
Total AMPLITEL TECHNOLOGIES:		48,567.64		
APPLETON HYDRAULIC COMPONENTS				
39490	REBUILD HYDRAULIC PUMP #6	4,075.54	01/20	101-53330-204
Total APPLETON HYDRAULIC COMPONENTS:		4,075.54		
ASSOCIATED APPRAISAL CONSULTANTS				
146616	PROFESSIONAL SERVICES-FEBRUARY	1,975.00	02/20	101-51530-204
Total ASSOCIATED APPRAISAL CONSULTANTS:		1,975.00		
AUTOMATED COMFORT CONTROLS				
25566	MATERIALS COST FOR SERVICE CALL @ SAFETY	18.12	13/19	207-52120-243
25566	MATERIALS COST FOR SERVICE CALL @ SAFETY	18.11	13/19	101-52250-243
Total AUTOMATED COMFORT CONTROLS:		36.23		
AUTOZONE				
1973347241	WINDSHIELD WIPER ARM	19.09	01/20	207-52120-247
Total AUTOZONE:		19.09		
BAYCOM INC				
25336	SERVICE AGREEMENT 1/1/2020 - 12/31/2021	4,738.56	01/20	207-52120-204
Total BAYCOM INC:		4,738.56		
BERGSTROM FORD-LINCOLN				
346756	DOOR HANDLE REPAIR ON SQUAD #85	647.54	01/20	207-52120-247
Total BERGSTROM FORD-LINCOLN:		647.54		
BE'S COFFEE AND VENDING SERVICE INC				
3700442938	COFFEE FOR PD	279.72	01/20	207-52120-218
Total BE'S COFFEE AND VENDING SERVICE INC:		279.72		

Invoice	Description	Total Cost	Period	GL Account
BOND TRUST SERVICES CORP REF: 54533-PA				
54533 PAYING AGENT FEE-REF 54533 PA		400.00	01/20	415-57500-204
Total BOND TRUST SERVICES CORP REF: 54533-PA:		400.00		
CELLCOM				
769358 FVMPD CELL - JANUARY		1,535.62	01/20	207-52120-203
769358 COMMAND STAFF IPADS		1,320.84	01/20	207-52120-221
Total CELLCOM:		2,856.46		
CITY OF APPLETON				
3900 JANUARY WEIGHTS & MEASURES		580.00	01/20	101-52050-204
Total CITY OF APPLETON:		580.00		
CITY OF KAUKAUNA				
3480 DNR PUBLIC NOTICE-FOX RIVER BOARDWALK		54.59	01/20	420-57620-277
Total CITY OF KAUKAUNA:		54.59		
DISTRICT 2, INC.				
2713 1/4 TURN FASTENERS		80.83	01/20	101-52200-247
Total DISTRICT 2, INC.:		80.83		
EIS IMPLEMENT INC				
174124 SPACER/HARDWARE KIT #155		121.59	01/20	101-53330-225
Total EIS IMPLEMENT INC:		121.59		
EMS INC				
113896 5HP MOTOR		555.74	01/20	101-52200-205
Total EMS INC:		555.74		
FARRELL EQUIPMENT & SUPPLY CO INC				
1073198 FABRIC FOR STORM PONDS		599.99	01/20	630-53441-253
Total FARRELL EQUIPMENT & SUPPLY CO INC:		599.99		
FASTENAL COMPANY				
WIKIM250733 HARDWARE FOR TRUCK #13		15.36	01/20	101-53330-225
WIKIM250741 SAFETY GLASSES		13.38	01/20	101-53300-213
WIKIM250741 SAFETY GLASSES		13.38	01/20	101-55200-213
Total FASTENAL COMPANY:		42.12		
FOX CITIES JANITORIAL				
9698 MONTHLY CLEANING-LCFD		200.00	02/20	101-52250-243
9698 MONTHLY CLEANING-METRO		795.00	02/20	207-52120-243
Total FOX CITIES JANITORIAL:		995.00		
GRAY'S INC				
35964 PLOW BLADE FOR TRUCK #3		1,245.00	01/20	101-53330-225

Invoice	Description	Total Cost	Period	GL Account
Total GRAY'S INC:		1,245.00		
HEARTLAND BUSINESS SYSTEMS				
354551-H	DECEMBER BILL PRINT QNTY 4028	140.98	13/19	201-53620-206
354551-H	DECEMBER BILL PRINT QNTY 4028	140.98	13/19	610-53614-206
354551-H	DECEMBER BILL PRINT QNTY 4028	140.98	13/19	620-53904-206
354551-H	DECEMBER BILL PRINT QNTY 4028	140.98	13/19	630-53443-206
Total HEARTLAND BUSINESS SYSTEMS:		563.92		
HOME DEPOT CREDIT SERVICES				
2012576	IMPACT DRILL & 3PC CORDLESS COMPACT KIT	728.00	13/19	101-51650-244
Total HOME DEPOT CREDIT SERVICES:		728.00		
INDUSTRIAL MARKETING				
43069	FLANGE FOR TRUCK #13	72.53	01/20	101-53330-225
43074	BEARING KIT FOR TRUCK #13	63.63	01/20	101-53330-225
Total INDUSTRIAL MARKETING:		136.16		
INTOXIMETERS INC				
647875	MOUTHPIECES/DRYGAS	209.00	01/20	207-52120-218
Total INTOXIMETERS INC:		209.00		
K.R. WEST COMPANY INC.				
380287	HYDRAULIC HOSE ADAPTER #25	12.56	01/20	101-53330-225
Total K.R. WEST COMPANY INC.:		12.56		
KERRY'S VROOM SERVICE INC				
9281	OIL & FILTER CHANGE - UNIT#92	43.47	01/20	207-52120-247
9283	OIL & FILTER CHANGE - UNIT#181	43.47	01/20	207-52120-247
9288	OIL & FILTER CHANGE - UNIT#85	42.04	01/20	207-52120-247
9296	OIL & FILTER CHANGE - UNIT#182	43.47	01/20	207-52120-247
9299	OIL & FILTER CHANGE - UNIT#93	43.47	01/20	207-52120-247
Total KERRY'S VROOM SERVICE INC:		215.92		
KOBUSSEN BUSES LTD.				
49655	C-STARS BUS TO JAM	379.66	01/20	101-55300-218
Total KOBUSSEN BUSES LTD.:		379.66		
LEADS ONLINE				
253438	12 MONTH RENEWAL	2,148.00	01/20	207-52120-204
Total LEADS ONLINE:		2,148.00		
LINDNER ACE HARDWARE LITTLE CHUTE				
261455-325001	HOOK ROPE & SOCKET SET	44.16	13/19	101-53330-218
261505-325001	ELECTRICAL ITEMS	4.77	13/19	101-55200-218
261521-325001	FLASHLIGHT	23.99	13/19	610-53612-218
261540-325001	HEX BUSHINGS FOR TRUCK #78	19.25	13/19	101-53330-225
261553-333011	BATTERIES	25.17	13/19	207-52120-218

Invoice	Description	Total Cost	Period	GL Account
261575-312001	DRAWER CATCH	7.59	13/19	101-52200-218
261600-325001	SAWZAL BLADES & WRENCHES	93.45	13/19	101-53330-218
261607-325001	BATTERIES	5.98	13/19	101-53330-218
261621-325001	PVC PIPE	9.96	13/19	101-55200-242
261679-325001	GARBAGE BAGS	13.99	01/20	101-53300-218
261726-312001	SHOVEL	37.97	01/20	101-52200-218
261733-325001	DOWELS FOR FLAGS	11.97	01/20	101-51960-218
261748-325001	SMALL SHOVEL	19.99	01/20	101-55200-218
261766-312001	MOTOR OIL	23.96	01/20	101-52200-218
261778-312001	BATTERIES	41.97	01/20	101-52200-218
261806-325001	PAINT FOR POOL DESK	14.00	01/20	204-55420-218
261815-325001	PAINT FOR POOL DESK	7.00	01/20	204-55420-218
261839-312001	DRY ERASE MARKERS	12.98	01/20	101-52200-218
261873-325001	NEON ROPE	19.99	01/20	630-53441-218
261876-325001	FLASHLIGHT	18.99	01/20	101-51415-221
Total LINDNER ACE HARDWARE LITTLE CHUTE:		457.13		
LITTLE CHUTE AREA SCHOOL DIST				
4TH QTR 2020 4TH QTR MOBILE HOME FEES		2,353.84	13/19	101-31140
Total LITTLE CHUTE AREA SCHOOL DIST:		2,353.84		
MAILFINANCE				
N8122881 NOV-FEB LEASE		452.28	02/20	101-51650-226
Total MAILFINANCE:		452.28		
MARCO INC				
26329454 MONTHLY COPIER LEASE-1493357-JANUARY 202		300.93	01/20	207-52120-207
Total MARCO INC:		300.93		
MBM				
IN463028 CONTRACT OVERAGE CHARGE/COLOR COPIES		47.38	01/20	101-51650-207
Total MBM:		47.38		
MENARDS - APPLETON EAST				
75751 PARKS CAMERAS		132.44	01/20	101-55200-221
76265 PAINTING SUPPLIES		229.47	01/20	208-52900-221
76287 TRIM MOLDING & DOOR STOP		31.39	01/20	208-52900-221
76406 NAILS FOR TRIM WORK		3.82	01/20	208-52900-221
Total MENARDS - APPLETON EAST:		397.12		
NASSCO INC				
S2561400.001 CAN LINERS		100.24	01/20	101-55200-218
Total NASSCO INC:		100.24		
OUTAGAMIE COUNTY TREASURER				
121560 2019 TAX BILLS-POSTAGE		1,767.21	01/20	101-51650-226
Total OUTAGAMIE COUNTY TREASURER:		1,767.21		

Invoice	Description	Total Cost	Period	GL Account
PETERSON, ROBERT				
01/20 REIMBURSE	REIMBURSEMENT FOR TRAINING SUPPLIES	70.27	01/20	101-52200-201
Total PETERSON, ROBERT:		70.27		
PLYMOUTH LUBRICANTS				
6176658	SHELL TELLUS AND SHELL ROTELLA OIL	3,579.31	01/20	101-53330-217
Total PLYMOUTH LUBRICANTS:		3,579.31		
PREMIER LITTLE CHUTE LLC				
260-441300-2	2019 DEVELOPMENT INCENTIVE	255,765.43	01/20	414-57400-265
Total PREMIER LITTLE CHUTE LLC:		255,765.43		
PRIMADATA LLC				
FEBRUARY 2020	FEBRUARY POSTCARD POSTAGE	275.00	02/20	201-53620-226
FEBRUARY 2020	FEBRUARY POSTCARD POSTAGE	275.00	02/20	610-53613-226
FEBRUARY 2020	FEBRUARY POSTCARD POSTAGE	275.00	02/20	620-53904-226
FEBRUARY 2020	FEBRUARY POSTCARD POSTAGE	275.00	02/20	630-53443-226
Total PRIMADATA LLC:		1,100.00		
PROJECT ENTERTAINMENT LLC				
6217711	DEPOSIT FOR 6/19 MOVIE IN THE PARK	259.88	01/20	101-55300-218
Total PROJECT ENTERTAINMENT LLC:		259.88		
RENT-A-FLASH OF WISCONSIN INC				
69669	STREET SIGN	215.50	01/20	101-53300-218
Total RENT-A-FLASH OF WISCONSIN INC:		215.50		
ROBERT E. LEE & ASSOCIATES				
76973	2020 GIS SERVICES	2,580.00	01/20	101-51410-204
Total ROBERT E. LEE & ASSOCIATES:		2,580.00		
SCHWAAB INC				
4612935	ENGINEERING STAMP-MURAWSKI	39.64	01/20	101-51415-206
Total SCHWAAB INC:		39.64		
SHELDON, COURTNEY				
011820	SECURITY DEPOSIT REFUND	100.00	01/20	208-21235
Total SHELDON, COURTNEY:		100.00		
SILVERLEAF LLC				
260440504-4	DEVELOPMENT INCENTIVE-EAGLE SUPPLY & PL	41,345.55	01/20	414-57400-266
Total SILVERLEAF LLC:		41,345.55		
SLOTKE, JEREMY				
01/20 REIMBURSE	MILEAGE REIMBURSEMENT-COMMAND COLLEGE	159.85	01/20	207-52120-201

Invoice	Description	Total Cost	Period	GL Account
Total SLOTKE, JEREMY:		<u>159.85</u>		
STAPLES ADVANTAGE				
3436072232	ENVELOPE MOISTENERS	10.44	01/20	101-51420-206
3436072232	WHITE BINDERS	24.36	01/20	630-53443-206
3436072232	BINDERS AND PENS	17.49	01/20	630-53443-206
3436677751	OFFICE SUPPLIES	78.72	01/20	207-52120-206
3436677751	MEETING ROOM SUPPLIES	3.18	01/20	207-52120-218
Total STAPLES ADVANTAGE:		<u>134.19</u>		
TRUCK COUNTRY OF WISC				
R202125155:01	REPAIRS TO TRUCK #3	<u>104.65</u>	01/20	101-53330-204
Total TRUCK COUNTRY OF WISC:		<u>104.65</u>		
UNIFIRST CORPORATION				
0970301003	SHIRTS/PANTS	4.51	01/20	101-53330-213
0970301003	LAUNDRY BAGS/WIPERS	15.50	01/20	101-53330-218
0970301485	SHIRTS/PANTS	4.51	01/20	101-53330-213
0970301485	LAUNDRY BAGS/WIPERS	15.50	01/20	101-53330-218
Total UNIFIRST CORPORATION:		<u>40.02</u>		
VON BRIESEN & ROPER S.C.				
310199	LEGAL SERVICES	<u>1,829.60</u>	01/20	207-52120-262
Total VON BRIESEN & ROPER S.C.:		<u>1,829.60</u>		
WAITE'S TREE SERVICE				
011720	RIVER CLEARINGS	<u>9,000.00</u>	01/20	101-55440-204
Total WAITE'S TREE SERVICE:		<u>9,000.00</u>		
WI DEPT OF JUSTICE-TIME				
455TIME-00000080	TIME SYSTEM & OFFICER SUPPORT FEE	<u>1,704.00</u>	01/20	207-52120-204
Total WI DEPT OF JUSTICE-TIME:		<u>1,704.00</u>		
WI MUNICIPAL COURT CLERKS ASSOC.				
2020	2020 DUES - GLOUDEMANS	<u>45.00</u>	01/20	101-51680-208
Total WI MUNICIPAL COURT CLERKS ASSOC.:		<u>45.00</u>		
WISCNET				
15331	4TH QTR NETWORK ACCESS 10/1/19 - 12/31/19	750.00	13/19	404-57190-208
15331	4TH QTR NETWORK ACCESS 10/1/19 - 12/31/19	750.00	13/19	207-52120-204
Total WISCNET:		<u>1,500.00</u>		
Grand Totals:		<u>398,147.08</u>		

Terms Description	Invoice Amount	Net Invoice Amount
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Vendor number hash - split: 344234
Total number of invoices: 89
Total number of transactions: 105

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	398,147.08	398,147.08
Grand Totals:	398,147.08	398,147.08

Report Criteria:

Invoice Detail.Voided = {=} FALSE

VILLAGE OF LITTLE CHUTE Page: 1
 Invoice Register - PREPAID INVOICES Jan 31, 2020 02:05PM
 Input Dates: 1/31/2020 - 1/31/2020

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
2019 TAX REFUNDS (5086)							
260107000-1	Invoi	2019 TAX REFUND	2,514.93	Open	Non	01/20	803-21215
260258500	Invoi	2019 TAX REFUND	1,240.90	Open	Non	01/20	803-21215
Total 2019 TAX REFUNDS (5086):							
			3,755.83				
2020 UTILITY REFUNDS (5089)							
170325504	Invoi	OVERPAYMENT REFUND ACCT #1-703255-04	28.09	Open	Non	01/20	001-15000
Total 2020 UTILITY REFUNDS (5089):							
			28.09				
2020 VAN LIESHOUT REFUNDS (5090)							
011120	Invoi	SECURITY DEPOSIT REFUND	100.00	Open	Non	01/20	208-21235
Total 2020 VAN LIESHOUT REFUNDS (5090):							
			100.00				
AMPLITEL TECHNOLOGIES (4637)							
15153	Invoi	100 HOUR BLOCK AGREEMENT	10,500.00	Open	Non	01/20	207-52120-204
Total AMPLITEL TECHNOLOGIES (4637):							
			10,500.00				
BAYCOM (1318)							
25339	Invoi	SERVICE AGREEMENT 1/1/2020 - 12/31/2021	2,534.11	Open	Non	01/20	101-52200-204
Total BAYCOM (1318):							
			2,534.11				
BRAUER SUPPLY & EQUIPMENT (675)							
2020019	Invoi	BOLTS FOR PLOWS	234.00	Open	Non	01/20	101-53330-218
Total BRAUER SUPPLY & EQUIPMENT (675):							
			234.00				
BUILDING SERVICES GROUP INC (4899)							
44305	Invoi	REC CENTER CLEANING	40.00	Open	Non	13/19	208-52900-204
Total BUILDING SERVICES GROUP INC (4899):							
			40.00				
CELLCOM (4683)							
746680	Invoi	ENGINEERING PHONE CHARGES	212.95	Open	Non	01/20	452-57331-203
746680	Invoi	DPW PHONE CHARGES	213.43	Open	Non	01/20	101-53310-203
746680	Invoi	PARKS PHONE CHARGES	45.42	Open	Non	01/20	101-55200-203
746680	Invoi	REC PHONE CHARGES	83.19	Open	Non	01/20	101-55300-203
746680	Invoi	FACILITIES PHONE CHARGES	39.11	Open	Non	01/20	101-51650-203
746680	Invoi	INSPECTOR PHONE CHARGES	39.11	Open	Non	01/20	101-52050-203
Total CELLCOM (4683):							
			633.21				
HERRLING CLARK LAW FIRM LTD (208)							
4Q/19 131-10Q	Invoi	4Q/19 MUNICIPAL MATTERS	11,832.50	Open	Atto	13/19	101-51110-262
4Q/19 131-47Q	Invoi	TID #6	2,176.81	Open	Atto	13/19	416-57600-262
4Q/19 131-55Q	Invoi	NORTHPOINTE - TID 8	77.00	Open	Atto	13/19	418-57800-262
4Q/19 131-58Q	Invoi	LEGAL MATTERS	530.50	Open	Atto	13/19	221-56700-262
4Q/19 131-64Q	Invoi	TID #6	269.50	Open	Atto	13/19	416-57600-262
4Q/19 131-66Q	Invoi	LEGAL MATTERS	38.50	Open	Atto	13/19	101-51110-262
4Q/19 131-68Q	Invoi	TID #8	346.50	Open	Atto	13/19	418-57800-262
4Q/19 131-69Q	Invoi	TID #8	38.50	Open	Atto	13/19	418-57800-262
4Q/19 132-01M	Invoi	4Q/19 TRAFFIC MATTERS	5,197.50	Open	Atto	13/19	101-51110-262

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
		Total HERRLING CLARK LAW FIRM LTD (208):	20,507.31				
J.F. AHERN CO (2011)							
357415	Invoi	FIRE EXTINGUISHER RECHARGE	91.00	Open	Non	01/20	207-52120-213
		Total J.F. AHERN CO (2011):	91.00				
KAUKAUNA UTILITIES (234)							
12/19 9012695	Invoi	DOYLE PARK WELL	2,723.18	Open	Non	13/19	620-53624-249
JANUARY 2020	Invoi	SAFETY CENTER	629.44	Open	Non	01/20	207-52120-249
JANUARY 2020	Invoi	SAFETY CENTER	419.63	Open	Non	01/20	101-52250-249
JANUARY 2020	Invoi	VILLAGE HALL PLAZA	16.73	Open	Non	01/20	101-51650-249
JANUARY 2020	Invoi	VILLAGE HALL	909.30	Open	Non	01/20	101-51650-249
JANUARY 2020	Invoi	CIVIC CENTER	1,037.99	Open	Non	01/20	206-55110-249
JANUARY 2020	Invoi	MUNICIPAL POOL	166.36	Open	Non	01/20	204-55420-249
JANUARY 2020	Invoi	BALLFIELD DP1/SHED LIGHTS	155.48	Open	Non	01/20	101-55200-249
JANUARY 2020	Invoi	DOYLE PARK STAGE	37.35	Open	Non	01/20	101-55200-249
JANUARY 2020	Invoi	DOYLE PARK BALLFIELD DP2 LIGHT	71.58	Open	Non	01/20	101-55200-249
JANUARY 2020	Invoi	HEESAKKER PARK TRAIL	30.87	Open	Non	01/20	101-55200-249
JANUARY 2020	Invoi	HERITAGE PARK	23.69	Open	Non	01/20	101-55200-249
JANUARY 2020	Invoi	LEGION PARK RESTROOMS	550.57	Open	Non	01/20	101-55200-249
JANUARY 2020	Invoi	VAN LIESHOUT PARK	252.41	Open	Non	01/20	101-55200-249
JANUARY 2020	Invoi	VAN LIESHOUT BALLFIELD	182.35	Open	Non	01/20	101-55200-249
JANUARY 2020	Invoi	VAN LIESHOUT PK SECURITY LT	64.99	Open	Non	01/20	101-55200-249
JANUARY 2020	Invoi	LINCOLN AVE E HEESAKKER PARK	463.48	Open	Non	01/20	101-55200-249
JANUARY 2020	Invoi	PUMP STATION JEFFERSON ST	1,032.21	Open	Non	01/20	620-53624-249
JANUARY 2020	Invoi	#4 WELL EVERGREEN DR	4,024.59	Open	Non	01/20	620-53624-249
JANUARY 2020	Invoi	#3 WELL WASHINGTON ST	2,303.81	Open	Non	01/20	620-53624-249
JANUARY 2020	Invoi	STEPHEN ST TOWER/LIGHTING	324.45	Open	Non	01/20	620-53624-249
JANUARY 2020	Invoi	CANAL BRIDGE-NORTH SIDE	18.10	Open	Non	01/20	101-53300-249
JANUARY 2020	Invoi	CANAL BRIDGE-SOUTH SIDE	44.90	Open	Non	01/20	101-53300-249
JANUARY 2020	Invoi	SECURITY LIGHT	13.69	Open	Non	01/20	101-53300-249
JANUARY 2020	Invoi	SIGNALS/GRAND & MAIN	49.73	Open	Non	01/20	101-53300-249
JANUARY 2020	Invoi	COMMUNITY BRIDGE LIGHTING	179.62	Open	Non	01/20	101-53300-249
JANUARY 2020	Invoi	SIGNALS/MAIN & MADISON	52.86	Open	Non	01/20	101-53300-249
JANUARY 2020	Invoi	STREET LIGHTING	9,817.78	Open	Non	01/20	101-53300-249
JANUARY 2020	Invoi	SIGNALS/NORTH & BUCHANAN	45.51	Open	Non	01/20	101-53300-249
JANUARY 2020	Invoi	PATRIOT DR FLAG POLE	41.48	Open	Non	01/20	101-53300-249
JANUARY 2020	Invoi	SIGNALS/NE CORNER N & ELM	96.56	Open	Non	01/20	101-53300-249
JANUARY 2020	Invoi	STEPHEN ST SIGN	16.24	Open	Non	01/20	101-53300-249
JANUARY 2020	Invoi	1401 E ELM DR	1,074.84	Open	Non	01/20	101-53310-249
JANUARY 2020	Invoi	721 W ELM DR	144.78	Open	Non	01/20	208-52900-249
JANUARY 2020	Invoi	1800 STEPHEN ST STORM	585.02	Open	Non	01/20	630-53441-249
		Total KAUKAUNA UTILITIES (234):	27,601.57				
KEIL ENTERPRISES (5092)							
013020	Invoi	OPERATION RUSH-SERRES	249.00	Open	Non	01/20	207-52120-201
		Total KEIL ENTERPRISES (5092):	249.00				
KLINK HYDRAULICS LLC (5005)							
7565	Invoi	ALUMINUM PARTS & ASSEMBLY	183.30	Open	Non	01/20	101-53350-218
7615	Invoi	ALUMINUM COUPLER & ADAPTER	14.12	Open	Non	01/20	101-53350-218
7652	Invoi	PARTS FOR TRUCK #8	28.04	Open	Non	01/20	101-53330-225

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
		Total KLINK HYDRAULICS LLC (5005):	225.46				
LITTLE CHUTE AREA SCHOOL DIST (265)	013020	Invoi VLC SHARE OF ELEMENTARY PLAYGROUND REP	387.17	Open	Non	01/20	101-55200-242
		Total LITTLE CHUTE AREA SCHOOL DIST (265):	387.17				
MACQUEEN EQUIPMENT (139)	W03016-1	Invoi SHOP SUPPLIES	36.00	Open	Non	01/20	101-53330-204
		Total MACQUEEN EQUIPMENT (139):	36.00				
MCCLONE (4766)							
2167	Invoi	1ST QTR GENERAL LIABILITY/PUBLIC OFFICIAL &	5,106.00	Open	Non	01/20	101-51900-231
2167	Invoi	1ST QTR GENERAL LIABILITY/PUBLIC OFFICIAL &	73.00	Open	Non	01/20	101-52250-231
2167	Invoi	1ST QTR GENERAL LIABILITY/PUBLIC OFFICIAL &	403.00	Open	Non	01/20	201-53620-231
2167	Invoi	1ST QTR GENERAL LIABILITY/PUBLIC OFFICIAL &	225.00	Open	Non	01/20	204-55420-231
2167	Invoi	1ST QTR GENERAL LIABILITY/PUBLIC OFFICIAL &	58.00	Open	Non	01/20	206-55110-231
2167	Invoi	1ST QTR GENERAL LIABILITY/PUBLIC OFFICIAL &	6,026.00	Open	Non	01/20	207-52120-231
2167	Invoi	1ST QTR GENERAL LIABILITY/PUBLIC OFFICIAL &	580.00	Open	Non	01/20	101-51900-231
2167	Invoi	1ST QTR GENERAL LIABILITY/PUBLIC OFFICIAL &	485.00	Open	Non	01/20	610-53614-231
2167	Invoi	1ST QTR GENERAL LIABILITY/PUBLIC OFFICIAL &	462.00	Open	Non	01/20	620-53924-231
2167	Invoi	1ST QTR GENERAL LIABILITY/PUBLIC OFFICIAL &	4,103.00	Open	Non	01/20	207-52120-231
2167	Invoi	1ST QTR WORKERS COMP	165.00	Open	Non	01/20	207-52120-230
2167	Invoi	1ST QTR WORKERS COMP	75.00	Open	Non	01/20	610-53614-230
2167	Invoi	1ST QTR WORKERS COMP	71.00	Open	Non	01/20	620-53924-230
2167	Invoi	1ST QTR WORKERS COMP	58.00	Open	Non	01/20	630-53444-230
2167	Invoi	1ST QTR WORKERS COMP	13,371.00	Open	Non	01/20	101-51900-230
2167	Invoi	1ST QTR WORKERS COMP	804.00	Open	Non	01/20	204-55420-230
2167	Invoi	1ST QTR WORKERS COMP	207.00	Open	Non	01/20	206-55110-230
2167	Invoi	1ST QTR WORKERS COMP	1,009.00	Open	Non	01/20	610-53614-230
2167	Invoi	1ST QTR WORKERS COMP	1,094.00	Open	Non	01/20	620-53924-230
2167	Invoi	1ST QTR WORKERS COMP	10,423.00	Open	Non	01/20	207-52120-230
2167	Invoi	1ST QTR WORKERS COMP	1,392.00	Open	Non	01/20	101-52250-230
2167	Invoi	1ST QTR WORKERS COMP	376.00	Open	Non	01/20	620-53924-230
2167	Invoi	1ST QTR GENERAL LIABILITY/PUBLIC OFFICIAL &	942.00	Open	Non	01/20	630-53444-231
2167	Invoi	1ST QTR WORKERS COMP	2,675.00	Open	Non	01/20	630-53444-230
2167	Invoi	1ST QTR AUTO LIABILITY/DAMAGE	2,294.00	Open	Non	03/20	201-53620-231
2167	Invoi	1ST QTR AUTO LIABILITY/DAMAGE	2,711.00	Open	Non	01/20	101-51900-231
2167	Invoi	1ST QTR AUTO LIABILITY/DAMAGE	3,963.00	Open	Non	01/20	101-52250-231
2167	Invoi	1ST QTR AUTO LIABILITY/DAMAGE	938.00	Open	Non	01/20	207-52120-231
2167	Invoi	1ST QTR AUTO LIABILITY/DAMAGE	104.00	Open	Non	01/20	620-53924-231
2167	Invoi	1ST QTR AUTO LIABILITY/DAMAGE	417.00	Open	Non	01/20	630-53444-231
		Total MCCLONE (4766):	60,610.00				
OUTAGAMIE COUNTY TREASURER (486)	012420	Invoi CORRECTION OF FEB 2018 SETTLEMENT-VANDE	4,143.74	Open	Non	01/20	101-39110
		Total OUTAGAMIE COUNTY TREASURER (486):	4,143.74				
TIME WARNER CABLE (89)							
01/20 70590040100	Invoi	JANUARY/FEBRUARY SERVICE	60.32	Open	Non	01/20	101-52200-208
01/20 71406480150	Invoi	JANUARY/FEBRUARY SERVICE	142.41	Open	Non	01/20	207-52120-203

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
Total TIME WARNER CABLE (89):							202.73
VFIS (2923)							
012720	Invoi	2020 CONTRIBUTION LOSAP-#31007903-20	14,382.00	Open	Non	01/20	101-52200-104
2020	Invoi	2020 ADMINISTRATIVE FEE-LOSA	16,062.20	Open	Non	01/20	101-52200-104
Total VFIS (2923):							30,444.20
VILLAGE OF LITTLE CHUTE (1404)							
JANUARY 2020	Invoi	3609 FREEDOM RD-WATER/SEWER	8.25	Open	Non	01/20	630-53441-249
JANUARY 2020	Invoi	721 W ELM DR	15.98	Open	Non	01/20	208-52900-249
JANUARY 2020	Invoi	1401 E ELM DR	850.45	Open	Non	01/20	101-53310-249
JANUARY 2020	Invoi	206 KAREN DR	10.47	Open	Non	01/20	416-57600-300
JANUARY 2020	Invoi	200 KAREN DR	8.25	Open	Non	01/20	416-57600-300
JANUARY 2020	Invoi	#3 WELL WASHINGTON ST	15.68	Open	Non	01/20	620-53624-249
JANUARY 2020	Invoi	DOYLE PARK WELL #1	12.26	Open	Non	01/20	620-53624-249
JANUARY 2020	Invoi	PUMP STATION JEFFERSON ST	29.59	Open	Non	01/20	620-53624-249
JANUARY 2020	Invoi	DOYLE PARK-LOW FLOW	10.97	Open	Non	01/20	204-55420-249
JANUARY 2020	Invoi	DOYLE PARK POOL/RESTROOMS	293.29	Open	Non	01/20	101-55200-249
JANUARY 2020	Invoi	DOYLE PARK POOL/RESTROOMS	293.29	Open	Non	01/20	204-55420-249
JANUARY 2020	Invoi	HEESAKKER PARK RESTROOM	53.49	Open	Non	01/20	101-55200-249
JANUARY 2020	Invoi	VAN LIESHOUT PARK	120.45	Open	Non	01/20	101-55200-249
JANUARY 2020	Invoi	LEGION PARK RESTROOMS	380.33	Open	Non	01/20	101-55200-249
JANUARY 2020	Invoi	HERITAGE PARK	5.78	Open	Non	01/20	101-55200-249
JANUARY 2020	Invoi	CIVIC CENTER	268.31	Open	Non	01/20	206-55110-249
JANUARY 2020	Invoi	VILLAGE HALL	134.27	Open	Non	01/20	101-51650-249
JANUARY 2020	Invoi	GB & MISS CANAL CO	4.95	Open	Non	01/20	101-51780-249
JANUARY 2020	Invoi	SAFETY CENTER	327.84	Open	Non	01/20	207-52120-249
JANUARY 2020	Invoi	SAFETY CENTER	81.96	Open	Non	01/20	101-52250-249
Total VILLAGE OF LITTLE CHUTE (1404):							2,904.92
WARRANT PAYMENTS (4565)							
M20001044	Invoi	WARRANT- DELCHAMBRE	285.00	Open	Non	01/20	207-21495
Total WARRANT PAYMENTS (4565):							285.00
WE ENERGIES (2788)							
4494800612 01/20	Invoi	721 W ELM DR	197.43	Open	Non	01/20	208-52900-249
4494800612 01/20	Invoi	1401 E ELM DR	2,628.96	Open	Non	01/20	101-53310-249
4494800612 01/20	Invoi	CROSSWINDS LED STREET LIGHTS	97.25	Open	Non	01/20	101-53300-249
4494800612 01/20	Invoi	108 W MAIN ST	760.49	Open	Non	01/20	101-51650-249
4494800612 01/20	Invoi	PUMP STATION @ EVERGREEN & FRENCH	1,556.07	Open	Non	01/20	620-53624-249
4494800612 01/20	Invoi	STREET LIGHTS	1,111.90	Open	Non	01/20	101-53300-249
4494800612 01/20	Invoi	LC WELL #4 PUMPHOUSE (625 E EVERGREEN)	322.90	Open	Non	01/20	620-53624-249
4494800612 01/20	Invoi	CIVIC CENTER (630 MONROE ST)	908.50	Open	Non	01/20	206-55110-249
4494800612 01/20	Invoi	PLANT #2 (1118 JEFFERSON ST)	153.02	Open	Non	01/20	620-53624-249
4494800612 01/20	Invoi	PLANT #1 (100 WILSON ST)	260.34	Open	Non	01/20	620-53624-249
4494800612 01/20	Invoi	920 WASHINGTON ST	45.67	Open	Non	01/20	620-53624-249
4494800612 01/20	Invoi	200 E MCKINLEY ST-FIRE DEPT	237.56	Open	Non	01/20	101-52250-249
4494800612 01/20	Invoi	200 E MCKINLEY ST-FVMPD	356.35	Open	Non	01/20	207-52120-249
4494800612 01/20	Invoi	DOYLE POOL	25.50	Open	Non	01/20	204-55420-249
Total WE ENERGIES (2788):							8,661.94

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
WI DEPT OF JUSTICE (672)							
L4504T 12/19	Invoi	BACKGROUND CHECKS	14.00	Open	Non	13/19	207-52120-218
Total WI DEPT OF JUSTICE (672):			14.00				
Grand Totals:			174,189.28				

Report GL Period Summary

Vendor number hash: 82130
 Vendor number hash - split: 314401
 Total number of invoices: 37
 Total number of transactions: 136

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	174,189.28	174,189.28
Grand Totals:	174,189.28	174,189.28

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
2019 TAX REFUNDS (5086)							
260024401	Invoi	2019 TAX REFUND	1,660.50	Open	Non	01/20	803-21215
260132530	Invoi	2019 TAX REFUND	3,585.45	Open	Non	01/20	803-21215
260281900	Invoi	2019 TAX REFUND	3,801.15	Open	Non	01/20	803-21215
Total 2019 TAX REFUNDS (5086):			9,047.10				
2020 UTILITY REFUNDS (5089)							
120048003	Invoi	OVERPAYMENT REFUND ACCT #1-200480-03	11.78	Open	Non	01/20	001-15000
126299611	Invoi	OVERPAYMENT REFUND ACCT #1-262996-11	32.80	Open	Non	01/20	001-15000
Total 2020 UTILITY REFUNDS (5089):			44.58				
AIRGAS USA LLC (379)							
9096708375	Invoi	OXYGEN	63.37	Open	Non	13/19	207-52120-213
Total AIRGAS USA LLC (379):			63.37				
ASCENSION MEDICAL GROUP-FOX VALLEY WI (2514)							
384680	Invoi	PRE-EMPLOYMENT PHYSICAL-BLADER	169.00	Open	Med	13/19	207-52120-225
384786	Invoi	PRE-EMPLOYMENT PHYSICAL-LOZANO	169.00	Open	Med	13/19	207-52120-225
Total ASCENSION MEDICAL GROUP-FOX VALLEY WI (2514):			338.00				
AT& T (409)							
92078873810963 0	Invoi	DEC/JAN SERVICE	17.05	Open	Non	01/20	207-52120-203
92078873810963 0	Invoi	DEC/JAN SERVICE	85.23	Open	Non	01/20	101-53310-203
92078873810963 0	Invoi	DEC/JAN SERVICE	17.05	Open	Non	01/20	204-55420-203
92078873810963 0	Invoi	DEC/JAN SERVICE	68.17	Open	Non	01/20	620-53924-203
Total AT& T (409):			187.50				
BADGER LABORATORIES INC (1024)							
19-012532	Adju	SAMPLES OF THE SANITARY SYSTEM	152.00-	Open	Non	01/20	610-53614-204
Total BADGER LABORATORIES INC (1024):			152.00-				
BUILDING SERVICES GROUP INC (4899)							
44280	Invoi	MONTHLY CLEANING-VILLAGE HALL	1,340.00	Open	Non	01/20	101-51650-243
44281	Invoi	MONTHLY CLEANING-MUNICIPAL GARAGE	454.00	Open	Non	01/20	101-53310-243
44286	Invoi	MONTHLY CLEANING-CIVIC CENTER	1,073.00	Open	Non	01/20	206-55110-243
Total BUILDING SERVICES GROUP INC (4899):			2,867.00				
GFC LEASING - WI (4989)							
100560525	Invoi	GFC PW COPIER LEASING	92.26	Open	Non	01/20	101-53310-207
Total GFC LEASING - WI (4989):			92.26				
TIME WARNER CABLE (89)							
01/20 66256890150	Invoi	JANUARY/FEBRUARY SERVICE	12.36	Open	Non	01/20	101-52200-208
01/20 71538770140	Invoi	JANUARY/FEBRUARY SERVICE	580.26	Open	Non	01/20	101-53310-203
Total TIME WARNER CABLE (89):			592.62				
U.S. BANK (5015)							
01/19 59455565491	Invoi	SECURITY LIGHTS FOR DOYLE	138.00	Open	Non	01/20	101-55200-242

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
01/19 59455565491	Invoi	DOMINOS PIZZA	157.50	Open	Non	01/20	101-52200-211
01/19 59455565491	Invoi	OFFICE SUPPLIES	139.46	Open	Non	01/20	101-52200-206
01/19 59455565491	Invoi	RETURNED MERCHANDISE	65.45	Open	Non	01/20	101-52200-203
01/19 59455565491	Invoi	TOGGLE LAMP STEEL LATCH	15.98	Open	Non	01/20	101-52200-218
01/19 59455565491	Invoi	PREMIUM FUEL	74.57	Open	Non	01/20	101-53330-217
01/19 59455565491	Invoi	TWO OFFICE CHAIRS & GLUE STICKS	163.86	Open	Non	01/20	101-55300-206
01/19 59455565491	Invoi	PROGRAM ITEMS	14.40	Open	Non	01/20	101-55300-218
01/19 59455565491	Invoi	WGFOA CONFERENCE-REMIKER-DEWALL	82.00	Open	Non	01/20	101-51420-201
01/19 59455565491	Invoi	THREE APPLE I-PAD CASES	443.07	Open	Non	01/20	207-52120-221
01/19 59455565491	Invoi	TAIL LIGHT #80	75.12	Open	Non	01/20	101-53330-225
01/19 59455565491	Invoi	CONCRETE SAW/CHISEL/BITS	374.46	Open	Non	01/20	101-53300-216
01/19 59455565491	Invoi	WI SOCIETY OF LAND SURVEYORS CONFERENCE	295.00	Open	Non	01/20	101-53100-201
01/19 59455565491	Invoi	WI SOCIETY OF LAND SURVEYORS CONFERENCE	119.00	Open	Non	01/20	101-53100-201
01/19 59455565491	Invoi	2020 PLANNER & HIGHLIGHTERS	67.24	Open	Non	01/20	101-53310-206
01/19 59455565491	Invoi	CASE FOR HOT SPOT	14.99	Open	Non	01/20	101-51415-206
01/19 59455565491	Invoi	RENEWAL INFOCARE SOFTWARE	2,095.60	Open	Non	01/20	101-51415-208
01/19 59455565491	Invoi	DOT-PARKING SUSPENSION FEES	3.06	Open	Non	01/20	207-52120-204
01/19 59455565491	Invoi	NOTARY FEES-DIEDRICK	20.00	Open	Non	01/20	207-52120-228
01/19 59455565491	Invoi	CELLEBRITE TRAINING-VANSCHYNDDEL	289.00	Open	Non	01/20	207-52120-201
01/19 59455565491	Invoi	TRANSUNION	50.00	Open	Non	01/20	207-52120-204
01/19 59455565491	Invoi	OPERATOR LICENSE BACKGROUND CHECK	7.00	Open	Non	01/20	101-51440-204
01/19 59455565491	Invoi	HOLIDAY LUNCHEON	589.09	Open	Non	01/20	101-51960-211
01/19 59455565491	Invoi	WMCA MEMBERSHIP-DECKER	65.00	Open	Non	01/20	101-51440-208
01/19 59455565491	Invoi	LINKEDIN	195.00	Open	Non	01/20	101-51400-204
01/19 59455565491	Invoi	PROJECTOR	242.62	Open	Non	01/20	101-51400-221
01/19 59455565491	Invoi	ADOBE	26.24	Open	Non	01/20	101-51400-208
01/19 59455565491	Invoi	HDMI ADAPTER	33.59	Open	Non	01/20	101-51400-221
01/19 59455565491	Invoi	POSTAGE	7.85	Open	Non	01/20	101-51650-226
01/19 59455565491	Invoi	INTERNATION	50.00	Open	Non	01/20	101-51400-208
01/19 59455565491	Invoi	ICMA LEADERSHIP ASSESSMENT	75.00	Open	Non	01/20	101-51400-208
01/19 59455565491	Invoi	HOMEWOOD STORM UTILITY WATER PERMIT	143.50	Open	Non	01/20	630-51016-204
01/19 59455565491	Invoi	CAROL LYNN STORM UTILITY WATER PERMIT	143.50	Open	Non	01/20	630-51019-204
Total U.S. BANK (5015):			6,145.25				
VFIS (2923)							
187477118	Invoi	2020 GROUP TERM LIFE	5,096.10	Open	Non	01/20	101-52200-104
Total VFIS (2923):			5,096.10				
VILLAGE OF KIMBERLY (998)							
Q1 2020	Invoi	Q1 PAYMENT-LIBRARY	74,991.00	Open	Non	01/20	206-55110-260
Total VILLAGE OF KIMBERLY (998):			74,991.00				
WI CHIEFS OF POLICE (1665)							
3180	Invoi	MEMBERSHIP DUES- SLOTKE	80.00	Open	Non	01/20	207-52120-208
3391	Invoi	MEMBERSHIP DUES -MEISTER	130.00	Open	Non	01/20	207-52120-208
Total WI CHIEFS OF POLICE (1665):			210.00				
WI DEPT OF JUSTICE (672)							
#20TS-WCC	Invoi	WI COMMAND COLLEGE TUITION-SLOTKE	750.00	Open	Non	01/20	207-52120-201
Total WI DEPT OF JUSTICE (672):			750.00				

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
WTSOA (4418)							
2020 CONFERENCE	Invol	CONFERENCE-OFFICER GRUMANN	200.00	Open	Non	01/20	207-52120-201
Total WTSOA (4418):			200.00				
Grand Totals:			100,472.78				

Report GL Period Summary

Vendor number hash: 69496
 Vendor number hash - split: 231203
 Total number of invoices: 23
 Total number of transactions: 58

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	100,472.78	100,472.78
Grand Totals:	100,472.78	100,472.78

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
2020 VAN LIESHOUT REFUNDS (5090)							
010520	Invoi	SECURITY DEPOSIT REFUND	100.00	Open	Non	01/20	208-21235
Total 2020 VAN LIESHOUT REFUNDS (5090):							
100.00							
AIRGAS USA LLC (379)							
9967115990	Invoi	CYLINDER RENTALS	56.70	Open	Non	12/19	101-53330-218
Total AIRGAS USA LLC (379):							
56.70							
ALL WORLD FORD INC (5091)							
22998	Invoi	2020 FORD F250 SUPER DUTY-WATER DEPT	26,179.30	Open	Non	01/20	620-19392
Total ALL WORLD FORD INC (5091):							
26,179.30							
AMERICAN FIDELITY ASSURANCE (4885)							
2057668A	Invoi	FLEX SPENDING JANUARY	1,239.60	Open	Non	01/20	101-21368
2059756	Invoi	FLEX SPENDING JANUARY	1,239.60	Open	Non	01/20	101-21368
Total AMERICAN FIDELITY ASSURANCE (4885):							
2,479.20							
BATTERIES PLUS LLC (652)							
P18697930	Invoi	LITHIUM BATTERIES	77.85	Open	Non	09/19	101-52200-218
Total BATTERIES PLUS LLC (652):							
77.85							
BECK'S MEATS INC (4505)							
123019	Invoi	RIBEYES	238.90	Open	Non	12/19	101-52200-219
Total BECK'S MEATS INC (4505):							
238.90							
GRAYS INC (473)							
35914	Invoi	SNOW PLOW BLADES	2,840.00	Open	Non	12/19	101-53330-218
Total GRAY'S INC (473):							
2,840.00							
INDUSTRIAL MARKETING (921)							
43020	Invoi	PARTS FOR SWEEPER #13	167.60	Open	Non	12/19	101-53330-225
Total INDUSTRIAL MARKETING (921):							
167.60							
KERBERROSE SC (2740)							
195488	Invoi	2018 AUDIT - FINAL BILLING	611.00	Open	Non	12/19	207-52120-262
195488	Invoi	2018 AUDIT - FINAL BILLING	991.00	Open	Non	12/19	414-57400-262
195488	Invoi	2018 AUDIT - FINAL BILLING	305.00	Open	Non	12/19	415-57500-262
195488	Invoi	2018 AUDIT - FINAL BILLING	991.00	Open	Non	12/19	416-57600-262
195488	Invoi	2018 AUDIT - FINAL BILLING	305.00	Open	Non	12/19	417-57700-262
195488	Invoi	2018 AUDIT - FINAL BILLING	305.00	Open	Non	12/19	418-57800-262
195488	Invoi	2018 AUDIT - FINAL BILLING	3,431.00	Open	Non	12/19	610-53614-262
195488	Invoi	2018 AUDIT - FINAL BILLING	3,431.00	Open	Non	12/19	620-53924-262
195488	Invoi	2018 AUDIT - FINAL BILLING	4,880.00	Open	Non	12/19	630-53444-262
Total KERBERROSE SC (2740):							
15,250.00							
KWIK TRIP INC (2365)							
DEC 2019 286768	Invoi	DEC FUEL FOR SQUADS	2,552.47	Open	Non	13/19	207-52120-247

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
		Total KWIK TRIP INC (2365):	<u>2,552.47</u>				
		MADISON NATIONAL LIFE (4857)					
1375629	Invoi	FEBRUARY LTD	782.26	Open	Non	01/20	101-21385
1375629	Invoi	JANUARY LIFE	384.91	Open	Non	01/20	101-21391
		Total MADISON NATIONAL LIFE (4857):	<u>1,167.17</u>				
		MARCO TECHNOLOGIES LLC (3100)					
7177102	Invoi	REPAIR PHONE LINES WHEN DOWN	225.00	Open	Non	01/20	101-51650-203
		Total MARCO TECHNOLOGIES LLC (3100):	<u>225.00</u>				
		MID-STATES ORGANIZED CRIME (2942)					
93029-2762	Invoi	2020 MEMBERSHIP DUES	200.00	Open	Non	01/20	207-52120-208
		Total MID-STATES ORGANIZED CRIME (2942):	<u>200.00</u>				
		OUTAGAMIE COUNTY TREASURER (486)					
1017892	Invoi	DECEMBER FUEL BILL	232.69	Open	Non	13/19	630-53442-247
1017892	Invoi	DECEMBER FUEL BILL	2,750.91	Open	Non	13/19	201-53620-247
1017892	Invoi	DECEMBER FUEL BILL	195.21	Open	Non	13/19	101-55200-247
1017892	Invoi	DECEMBER FUEL BILL	84.28	Open	Non	13/19	101-55440-247
1017892	Invoi	DECEMBER FUEL BILL	37.61	Open	Non	13/19	101-55300-247
1017892	Invoi	DECEMBER FUEL BILL	272.72	Open	Non	13/19	101-52200-247
1017892	Invoi	DECEMBER FUEL BILL	61.57	Open	Non	13/19	610-53612-247
1017892	Invoi	DECEMBER FUEL BILL	433.19	Open	Non	13/19	620-53644-247
1017892	Invoi	DECEMBER FUEL BILL	2,263.22	Open	Non	13/19	101-53330-217
		Total OUTAGAMIE COUNTY TREASURER (486):	<u>6,331.40</u>				
		REGISTRATION FEE TRUST (189)					
AUT 317UJN-20	Invoi	LICENSE PLATE RENEWAL SQUAD 99	160.00	Open	Non	01/20	207-52120-247
		Total REGISTRATION FEE TRUST (189):	<u>160.00</u>				
		ST. ELIZABETH HOSPITAL (354)					
12/19 EL.FVMPD	Invoi	DECEMBER BLOOD DRAWS	157.56	Open	Med	13/19	207-52120-204
		Total ST. ELIZABETH HOSPITAL (354):	<u>157.56</u>				
		SUN LIFE FINANCIAL (4312)					
232004-FEB 2020	Invoi	FEB STD	111.38	Open	Non	01/20	101-21365
		Total SUN LIFE FINANCIAL (4312):	<u>111.38</u>				
		TIM & JAY'S AUTOMOTIVE SPECIAL (515)					
122019	Invoi	VALVE ASSEMBLY #35	230.00	Open	Non	13/19	101-53330-204
122019	Invoi	VALVE ASSEMBLY #35	100.00	Open	Non	13/19	101-53330-225
		Total TIM & JAY'S AUTOMOTIVE SPECIAL (515):	<u>330.00</u>				
		TIME WARNER CABLE (89)					
01/20 60505470190	Invoi	JANUARY/FEBRUARY SERVICE	158.27	Open	Non	01/20	101-51650-203
01/20 60703290180	Invoi	JANUARY/FEBRUARY SERVICE	106.16	Open	Non	01/20	620-53924-203

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
		Total TIME WARNER CABLE (89):	264.43				
TRANSAMERICA LIFE INSURANCE COMPANY (4355)		2503613549 Invoi FEBRUARY BILLING	648.92	Open	Non	01/20	101-21364
		Total TRANSAMERICA LIFE INSURANCE COMPANY (4355):	648.92				
UNIFIRST CORPORATION (4403)		0970300518 Invoi SHIRTS/PANTS	4.51	Open	Non	01/20	101-53330-213
		0970300518 Invoi LAUNDRY BAGS/WIPERS	15.50	Open	Non	01/20	101-53330-218
		Total UNIFIRST CORPORATION (4403):	20.01				
UNIFORM SHOPPE (434)		293492 Invoi UNIFORM-LYONS	688.45	Open	Non	13/19	207-52120-212
		294145 Invoi UNIFORM-ULMAN	94.95	Open	Non	13/19	207-52120-212
		294464 Invoi UNIFORM-LOZANO	624.65	Open	Non	13/19	207-52120-212
		294465 Invoi UNIFORM-BLADER	356.80	Open	Non	13/19	207-52120-212
		294885 Invoi UNIFORM-BLADER	155.95	Open	Non	13/19	207-52120-212
		294959 Invoi UNIFORM-BLADER	257.80	Open	Non	13/19	207-52120-212
		294969 Invoi UNIFORM-LOZANO	27.90	Open	Non	13/19	207-52120-212
		295056 Invoi UNIFORM-LYONS	189.84	Open	Non	13/19	207-52120-212
		Total UNIFORM SHOPPE (434):	2,396.34				
VERMEER - WISCONSIN INC (1437)		396417 Invoi PART FOR BRUSH CHIPPER #18	19.20	Open	Non	01/20	101-53330-225
		Total VERMEER - WISCONSIN INC (1437):	19.20				
WACPC INC (2032)		JAM 2020 Invoi CSTARS STATE JAM APPAREL	767.00	Open	Non	01/20	101-55300-218
		Total WACPC INC (2032):	767.00				
WELLS FARGO FINANCIAL LEASING (4585)		5008683496 Invoi JANUARY COPIER LEASE	450.00	Open	Non	01/20	101-53310-207
		5008683496 Invoi JANUARY COPIER LEASE	803.15	Open	Non	01/20	101-51650-207
		Total WELLS FARGO FINANCIAL LEASING (4585):	1,253.15				
		Grand Totals:	63,993.58				

Report GL Period Summary

Vendor number hash: 69203
 Vendor number hash - split: 109371
 Total number of invoices: 34
 Total number of transactions: 54

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	63,993.58	63,993.58
Grand Totals:	63,993.58	63,993.58

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
EAST CENTRAL RPC (4993)							
010820-1	Invoi	SSA REVIEW REQUEST FEE	40.00	Open	Non	01/20	610-51016-204
Total EAST CENTRAL RPC (4993):			40.00				
Grand Totals:			40.00				

Report GL Period Summary

Vendor number hash: 4993

Vendor number hash - split: 4993

Total number of invoices: 1

Total number of transactions: 1

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	40.00	40.00
Grand Totals:	40.00	40.00

**VILLAGE OF KIMBERLY AND VILLAGE OF LITTLE CHUTE
AGREEMENT
TERMINATING THE JOINT LIBRARY AGREEMENT**

This Agreement is made between Village of Kimberly and the Village of Little Chute. These parties may be referred to as "Kimberly", "Little Chute", "Party", or "Parties".

BACKGROUND RECITALS

WHEREAS, Kimberly and Little Chute entered into a Joint Library Agreement in 1994 , as authorized by Section 43.53, Wisconsin Statutes, to establish and joint library known as the Kimberly-Little Chute Public Library (1994 Agreement is attached as EXHIBIT A); and

WHEREAS, in March of 2011 the Parties reaffirmed their intent and purpose with a new agreement containing updated provisions (2011 Agreement is attached as EXHIBIT B); and

WHEREAS, over the past three years, the Parties have worked together to review the operations and structure of the Joint Kimberly-Little Chute Library amongst staff, the Village Boards, and the Joint Library Board; and

WHEREAS, on May 20, 2019, Little Chute provided correspondence to Kimberly that contained an intent to terminate the joint agreement with various provisions for possible continuation; and

WHEREAS, Kimberly reviewed Little Chute's intent for termination and provisions for continuation and formally accepted the notice of termination with the desire to negotiate a reduced termination period as specified by the 2011 Joint Agreement; and

WHEREAS, Kimberly and Little Chute recognize the value and service the library provides each community and desires to cooperate to accommodate the termination of the current Joint Library and the Joint Agreement and instead move to operate facilities independently of one another;

NOW, THEREFORE, the Parties agree as follows:

1. **Effective Date of Agreement**. This Agreement shall be approved by the Village Boards and signed on or before February 29, 2020 in order to accommodate calendar year 2021 organizational and budgetary decisions.

2. **Effective Date of Termination**. The effective date of the termination of the Joint Kimberly-Little Chute Public Library shall be January 1, 2021 making December 31, 2020 the last day that the Joint Kimberly-Little Chute Public Library operates.

3. **Ownership and Control of Assets**. As outlined by the 2011 agreement, the ownership and control of assets is defined as follows:

- a) Kimberly and Little Chute's real estate, buildings, fixtures located in the separate municipalities will continue to be owned by the respective municipalities.
- b) Library personal property, including but not limited to collections, shelving, furnishings, and equipment is owned and will continue to be property of the municipality in which the personal property is located.
- c) Any assets, including financial and personal property contained in endowments or trust funds established by the joint library shall be distributed to the respective villages based upon the proportionate share of the most recent annual appropriation to the joint library (2019 Budget Ratio Worksheet is attached as EXHIBIT C).

4. **Outagamie Waupaca Library System (OWLS) Reimbursement.** The Joint Library Board will submit annual reports in the spring of 2021 and 2022 which are respectively based upon expenditures and circulation statistics from 2019 and 2020. The Villages agree the total OWLS County reimbursement in each year (2021 and 2022) will be divided 50/50. The Villages will request separate reimbursement checks from OWLS. If OWLS cannot accommodate separate checks; then the reimbursement check sent to the Village of Kimberly, as the Fiscal Agent, will be evenly divided in half (fifty percent to each community). A check payable to the Village of Little Chute for their share will be sent within 30 days of receipt from OWLS.

5. **Joint Library Board.** Beginning January 1, 2021, the Kimberly Little Chute Joint Library will be officially terminated. Prior to that date, each respective community will have amended ordinances in order to create individual Library Boards. The Joint Library Board will remain in effect through the second quarter of 2021 so that the 2020 Annual Report can be submitted for future county aids and reimbursements. Upon approval of the 2020 Annual Library Report, the Joint Library Board will be terminated per ordinance language adopted separately by each community.

Dated and effective February ___, 2020.

VILLAGE OF LITTLE CHUTE

BY: _____
Michael Vanden Berg, Village President

VILLAGE OF KIMBERLY

BY: _____
Chuck Kuen, Village President

Kimberly-Little Chute Joint Library Agreement

General

Whereas, the Village of Kimberly has established and operated a public library under the provisions of Chapter 43, *Wisconsin Statutes*; and

Whereas, the Village of Little Chute has established a public library board and intends to begin providing public library service under the provisions of Chapter 43, *Wisconsin Statutes*; and

Whereas, the Village of Kimberly and the Village of Little Chute recognize the benefit to both communities that a joint library would provide;

Now, Therefore, the Village of Kimberly and the Village of Little Chute do hereby enter into an agreement as authorized by Section 43.53, *Wisconsin Statutes*, to establish a joint library to be known as the Kimberly-Little Chute Public Library. Furthermore, it is the intent of the Village of Kimberly and the Village of Little Chute that the Kimberly-Little Chute Public Library provide library services and operate library facilities in both communities.

Library Board

A joint library board is hereby created under the provisions of Section 43.54, *Wisconsin Statutes* to administer the Kimberly-Little Chute Public Library.

- (1) The joint library board shall consist of eight (8) members, four (4) shall be appointed by the Kimberly Village President, subject to confirmation by the Kimberly Village Board, four (4) members appointed by the Village of Little Chute President, subject to confirmation by the Little Chute Village Board. Not more than one member of each municipal governing body shall at any one time be a member of the library board. Each Village President shall appoint as one of their members, the school district administrator, or his representative, to represent their school district.
- (2) Upon their first appointment, the members shall be divided as nearly as practicable into three equal groups to serve for two-, three-, and four-year terms, respectively. Thereafter, each regular appointment shall be for a term of three years, beginning on June 1st and ending on May 31st. Vacancies shall be filled for unexpired terms in the same manner as regular appointments are made.
- (3) Annually, a President, Vice-President, and Secretary shall be elected from among the board members within 30 days of the date designated as the beginning of terms.

- (4) A majority of the members of the library board shall constitute a quorum for the transaction of any business at a meeting of the board.

Library Board Powers and Duties

The library board shall have the following duties and responsibilities as authorized by the Kimberly Village Board and the Little Chute Village Board.

- (1) To exercise all powers and perform all duties authorized for library boards by Chapter 43, *Wisconsin Statutes*.
- (2) To plan for, implement, and administer all library services and programs for the Kimberly-Little Chute Public Library.
- (3) To control the expenditure of all funds collected, donated, or appropriated for the Kimberly-Little Chute Library .
- (4) To annually prepare and submit an operating budget for the succeeding year to the Kimberly Village Board and the Little Chute Village Board.
- (5) To make recommendations to the Village of Kimberly or the Village of Little Chute regarding improvements to the public library physical facility in each community.
- (6) To sign an agreement for membership in the Outagamie Waupaca Library System.

Employees

- (1) The library board shall appoint a Library Director, eligible for grade 1 certification from the Department of Public Instruction, who shall appoint such other assistants and employees as the library board deems necessary.
- (2) The Library Director and other library employees shall be employees of the Village of Kimberly for all purposes, provided that the power to control the activities of employees and to establish their base salary and wage levels be delegated to and exercised by the library board.
- (3) Employees of the Kimberly-Little Chute Public Library shall be entitled to such fringe benefits as are provided to non-represented employees of the Village of Kimberly in accordance with the *Village of Kimberly Personnel Policies and Procedures Manual*.
- (4) All personnel costs for library employees including salaries, wages, and fringe benefits shall be included in the library's annual operating budget.

Ownership of Assets

- (1) The Village of Kimberly and the Village of Little Chute shall each provide the library board with facilities suitable for providing public library services. Each municipality shall be responsible for maintaining and improving its own facility. Such library facilities shall be owned by the respective municipalities and not by the library board.
- (2) The Village of Kimberly has acquired assets necessary to operate a public library. Such assets include books, shelving, furnishings, equipment, and all other items owned by the Kimberly Public Library. Upon execution of this agreement these assets shall be controlled by the library board of the Kimberly-Little Chute Library.
- (3) The Village of Little Chute is in the process of acquiring the assets necessary to operate a public library. Such assets include books, shelving, furnishings, equipment, and all other items to be purchased by the Village of Little Chute in order to open a public library facility. Upon execution of this agreement and acquisition of these assets by the Village of Little Chute these assets shall be controlled by the library board of the Kimberly-Little Chute Public Library.
- (4) All future assets, excluding improvements to the facilities owned by the Village of Kimberly and the Village of Little Chute, will be controlled by the joint library board in accordance with Section 43.58 of the *Wisconsin Statutes*.

Budget and Finance

- (1) By September 1st of each year, the library board shall submit a proposed operating budget for the succeeding year to the Kimberly Village Board and the Little Chute Village Board. No expenditures shall be made by the library board until the library budget has been approved by both village boards.
- (2) Cost for the joint library shall be shared by the Village of Kimberly and the Village of Little Chute. Fifty percent (50%) of the joint library's costs will be paid by each village proportionately based on population, and fifty percent (50%) of the joint library's costs will be paid by each village proportionately based on equalized valuation. Official population estimates and equalized valuation amounts from the previous year will be used to determine each village's joint library appropriation for the upcoming year.
- (3) The Village of Kimberly shall serve as the fiscal agent for the joint library and shall annually provide the Village of Little Chute with an audited financial statement. The operating budget for the joint library may include funds to reimburse the Village of Kimberly for costs incurred in the performance of duties as fiscal agent for the joint library.

- (4) The Village of Little Chute shall pay to the Village of Kimberly one-fourth of its annual joint library appropriation on a quarterly basis in January, April, July, and October.
- (5) In accordance Section 43.15(4)(c)(5), *Wisconsin Statutes*, the Village of Kimberly and the Village of Little Chute shall each provide an annual appropriation to the joint library which is not lower than the average of the appropriations provided by each for the previous three (3) years.
- (6) Any money collected by the Village of Little Chute, after the establishment of a joint library, which is a result of the Village's original fundraising campaign to establish a library facility shall continue to be used for the purposes of the original fundraising campaign. Money maintained in the Kimberly Trust Fund, on the date of this agreement, shall remain with the Village of Kimberly.
- (7) Any operating funds appropriated by the villages which are not expended within the year for which they are appropriated shall remain under the control of the joint library board. Any miscellaneous revenues generated or collected by the joint library, e.g., fines, nonresident fees, revenue from book sales, shall remain under the control of the joint library board. Any operating cost in excess of the appropriation shall be the responsibility of the joint library board.

Terms

- (1) This agreement shall become effective upon signing by both parties and shall remain in effect until terminated by either party.
- (2) This agreement may be terminated by either party upon 3-year written notice to the other party of intent to terminate. Termination shall become effective on January 1st following three years from the date of notification.
- (3) This agreement may be amended at any time by joint resolution of both parties.

VILLAGE OF LITTLE CHUTE

By:



Donald De Groot

Donald De Groot, Village President

VILLAGE OF KIMBERLY

By:



James Siebers

James Siebers, Village President

By:



Russell Van Gompel

Russell Van Gompel, Administrator
Village of Little Chute

By:



Rick Hermus

Rick Hermus, Administrator
Village of Kimberly

Kimberly-Little Chute Joint Library Agreement

General

Whereas, the Village of Kimberly and the Village of Little Chute entered into an agreement in 1994, as authorized by Section 43.53, *Wisconsin Statutes*, to establish a joint library known as the Kimberly-Little Chute Public Library; and

Whereas, the Village of Kimberly and the Village of Little Chute operate library facilities in both communities and recognize the benefit to both communities that the joint library provides; and

Whereas, the Village of Kimberly and the Village of Little Chute now desire to restate and clarify their respective obligations and responsibilities under the terms of the joint library agreement;

Now, therefore, the Village of Kimberly and the Village of Little Chute reaffirm their intent and purpose of establishing and providing for the continuing operation of the Kimberly-Little Chute Public Library by entering into this agreement as authorized by Section 43.53, *Wisconsin Statutes*. The Kimberly-Little Chute Public Library shall be operated under the terms and conditions of this agreement.

Library Board

A joint library board is hereby created under the provisions of Section 43.54, *Wisconsin Statutes* to administer the Kimberly-Little Chute Public Library.

- (1) The joint library board shall consist of eight (8) members. The number of members representing each Village shall be based, as closely as practicable, upon each Village's proportionate share of the total population of both Villages. The distribution of members on the joint library board shall be adjusted every ten (10) years, following the latest federal decennial census, to reflect the respective populations of the Villages.
- (2) Joint library board members representing the Village of Kimberly shall be appointed by the Kimberly Village President, subject to confirmation by the Kimberly Village Board, and joint library board members representing the Village of Little Chute shall be appointed by the Village of Little Chute President, subject to confirmation by the Little Chute Village Board. Not more than one member of each municipal governing body shall at any one time be a member of the joint library board. Each Village President shall appoint as one of their members, the school district administrator, or his representative, to represent their school district.
- (3) Each regular appointment shall be for a term of three years, beginning on June 1st and ending on May 31st. Vacancies shall be filled for unexpired terms in the same manner as regular appointments are made.
- (4) Annually, a President, Vice-President, and Secretary shall be elected from among the board members within 30 days of the date designated as the beginning of terms.
- (5) A majority of the members of the library board shall constitute a quorum for the transaction of any business at a meeting of the board.

Library Board Powers and Duties

The library board shall have the following duties and responsibilities as authorized by the Kimberly Village Board and the Little Chute Village Board.

- (1) To exercise all powers and perform all duties authorized for library boards by Chapter 43, *Wisconsin Statutes*.
- (2) To plan for, implement, and administer all library services and programs for the Kimberly-Little Chute Public Library.
- (3) To control the expenditure of all funds collected, donated, or appropriated for the Kimberly-Little Chute Public Library.
- (4) To annually prepare and submit an operating budget for the succeeding year to the Kimberly Village Board and the Little Chute Village Board.
- (5) To make recommendations to the Village of Kimberly or the Village of Little Chute regarding improvements to the public library physical facility in each community.
- (6) To sign an agreement for membership in the Outagamie Waupaca Library System.

Employees

- (1) The library board shall appoint a Library Director, eligible for grade 1 certification from the Department of Public Instruction, who shall appoint such other assistants and employees as the library board deems necessary.
- (2) The Library Director and other library employees shall be employees of the Village of Kimberly for all purposes, provided that the power to control the activities of employees and to establish their base salary and wage levels be delegated to and exercised by the library board. The Village of Kimberly shall serve as the fiscal agent for the joint library and shall be responsible for payroll, benefit administration, and financial record keeping and auditing for the joint library.
- (3) Employees of the Kimberly-Little Chute Public Library shall be entitled to such fringe benefits as are provided to non-represented employees of the Village of Kimberly in accordance with the *Village of Kimberly Personnel Policy Manual*.
- (4) All personnel costs for library employees including salaries, wages, and fringe benefits shall be included in the library's annual operating budget.

Ownership and Control of Assets

- (1) The Village of Kimberly and the Village of Little Chute shall each provide the library board with separate real estate, buildings, and real estate fixtures located in their separate municipalities ("facilities") suitable for providing public library services. Each municipality shall be responsible for maintaining, insuring, and improving its own facilities. Such library facilities shall be owned and

insured by the respective municipalities, for fire, casualty, and general liability insurance, and not by the library board.

- (2) All library related personal property, including but not limited to collections, shelving, furnishings, and equipment, provided by the Village of Kimberly, the Village of Little Chute, or acquired by the library board, other than by donated reference in paragraph 3 below, will be owned by, and shall be insured by, the Village in which the personal property is located.
- (3) The library board may receive, manage, and dispose of gifts and donations in accordance with Section 43.58(7) of the *Wisconsin Statutes*. In this regard all persons wishing to make donations of property for the benefit of the joint library may vest the title thereto in the library board, to be held and controlled by the board, when accepted, according to the terms of the deed or gift, devise or bequest. As such property, the board shall be deemed special trustees and shall manage and dispose of such property in accordance with Section 43.58 (7)(b)(c)(d) and (e) of the *Wisconsin Statutes*.
- (4) All library related personal property described in paragraph 2 and 3 above will be controlled by the joint library board in accordance with Section 43.58 of the *Wisconsin Statutes*.
- (5) Should termination of this agreement result in the dissolution of the joint library, the personal property housed in each library facility shall remain the property of the Village in which it is housed, and any assets, including both financial and other personal property, if any, contained in endowments or trust funds established for the joint library shall be distributed to the Villages based on each Village's proportionate share of the most recent annual appropriation to the joint library. At the time of dissolution any liabilities of the joint library shall be shared by the Villages based on each Village's proportionate share of the most recent annual appropriation to the joint library.

Budget and Finance

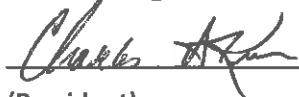
- (1) By September 1st of each year, the library board shall submit a proposed operating budget for the succeeding year to the Kimberly Village Board and the Little Chute Village Board. No expenditures shall be made by the library board until the library budget has been approved by both Village boards.
- (2) Cost for the joint library shall be shared by the Village of Kimberly and the Village of Little Chute. Fifty percent (50%) of the joint library's costs will be paid by each Village proportionately based on population, and fifty percent (50%) of the joint library's costs will be paid by each Village proportionately based on equalized valuation. Official population estimates and equalized valuation amounts from the previous year will be used to determine each Village's joint library appropriation for the upcoming year.
- (3) The Village of Kimberly shall serve as the fiscal agent for the joint library and shall annually provide the Village of Little Chute with an audited financial statement. The operating budget for the joint library may include funds to reimburse the Village of Kimberly for costs incurred in the performance of duties as fiscal agent for the joint library.
- (4) The Village of Little Chute shall pay to the Village of Kimberly one-fourth of its annual joint library appropriation on a quarterly basis in January, April, July, and October.

- (5) In accordance with Section 43.15(4)(c)(5), *Wisconsin Statutes*, the Village of Kimberly and the Village of Little Chute shall provide an annual appropriation to the joint library which is not lower than the average of the appropriations provided for the previous three (3) years.
- (6) Any funds collected and maintained for library purposes by either Village, prior to the establishment of the joint library or independently from the joint library, are the property of the respective Village and shall remain property of the respective Village upon dissolution of the joint library.
- (7) Any operating funds appropriated by the Villages which are not expended within the year for which they are appropriated shall remain under the control of the joint library board. Any miscellaneous revenues generated or collected by the joint library, e.g. fines, nonresident fees, revenue from book sales, shall remain under the control of the joint library board. Any operating cost in excess of the appropriation shall be the responsibility of the joint library board.

Terms

- (1) This agreement shall become effective June 1, 2011, replacing the previous joint library agreement, and shall remain in effect until terminated by either party.
- (2) This agreement may be terminated by either party upon 3-year written notice to the other party of intent to terminate. Termination shall become effective on January 1st following three years from the date of notification.
- (3) This agreement may be amended at any time by joint resolution of both parties.

For the Village of Kimberly:



(President)

3/21/11

(Date)



(Administrator)

3-21-11

(Date)

For the Village of Little Chute:



(President)

3-16-11

(Date)



(Administrator)

3/16/11

(Date)

FUNDING FORMULAS FOR INTERMUNICIPAL AGREEMENTS
JOINT LIBRARY SERVICES
(POPULATION/EQUALIZED VALUE FORMULA)

BUDGET YEAR	FACTOR YEAR	KIMBERLY						LITTLE CHUTE						SUM TOTAL		
		POPULATION			EQUALIZED VALUE			TOTAL			POPULATION			EQUALIZED VALUE		
	1987	5,828	39.33%	130,925	41.85%	40.59%	8,990	60.67%	181,944	58.15%	59.41%	100.00%	100.00%			
	1988	5,771	38.96%	136,892	41.30%	40.13%	9,041	61.04%	194,595	58.70%	59.87%	100.00%	100.00%			
	1989	5,775	38.42%	154,892	43.46%	40.94%	9,256	61.58%	201,499	56.54%	59.06%	100.00%	100.00%			
	1990	5,774	38.20%	159,410	42.05%	40.12%	9,342	61.80%	219,671	57.95%	59.88%	100.00%	100.00%			
	1991	5,406	36.62%	169,629	42.09%	39.36%	9,357	63.38%	233,363	57.91%	60.64%	100.00%	100.00%			
	1992	5,508	36.80%	182,378	42.66%	39.73%	9,458	63.20%	245,180	57.34%	60.27%	100.00%	100.00%			
		BEGIN JOINT DEPARTMENTS														
	1994	1993	5,580	36.43%	205,565	42.91%	39.67%	9,737	63.57%	273,486	57.09%	60.33%	100.00%	100.00%		
	1995	1994	5,619	36.39%	221,878	42.18%	39.29%	9,820	63.61%	304,152	57.82%	60.71%	100.00%	100.00%		
	1996	1995	5,656	35.76%	217,962	39.18%	37.47%	10,160	64.24%	338,349	60.82%	62.53%	100.00%	100.00%		
	1997	1996	5,705	35.72%	254,682	41.30%	38.51%	10,266	64.28%	362,055	58.70%	61.49%	100.00%	100.00%		
	1998	1997	5,768	35.75%	267,847	41.67%	38.71%	10,368	64.25%	374,939	58.33%	61.29%	100.00%	100.00%		
	1999	1998	5,817	35.79%	283,208	41.30%	38.54%	10,436	64.21%	402,536	58.70%	61.46%	100.00%	100.00%		
	2000	1999	5,853	35.80%	294,574	41.02%	38.41%	10,496	64.20%	423,589	58.98%	61.59%	100.00%	100.00%		
	2001	2000	6,034	36.31%	312,850	41.36%	38.84%	10,583	63.69%	443,490	58.64%	61.16%	100.00%	100.00%		
	2002	2001	6,146	36.86%	335,296	41.55%	39.21%	10,526	63.14%	471,639	58.45%	60.79%	100.00%	100.00%		
	2003	2002	6,245	36.88%	359,328	41.55%	39.21%	10,690	63.12%	505,440	58.45%	60.79%	100.00%	100.00%		
	2004	2003	6,292	36.94%	382,944	41.45%	39.20%	10,741	63.06%	540,858	58.55%	60.80%	100.00%	100.00%		
	2005	2004	6,362	37.12%	406,162	41.33%	39.23%	10,775	62.88%	576,463	58.67%	60.77%	100.00%	100.00%		
	2006	2005	6,360	37.01%	425,732	41.37%	39.19%	10,823	62.99%	603,327	58.63%	60.81%	100.00%	100.00%		
	2007	2006	6,414	36.93%	436,944	40.50%	38.71%	10,955	63.07%	641,877	59.50%	61.29%	100.00%	100.00%		
	2008	2007	6,444	37.02%	441,417	40.05%	38.53%	10,965	62.98%	660,771	59.95%	61.47%	100.00%	100.00%		
	2009	2008	6,451	36.89%	455,817	39.79%	38.34%	11,035	63.11%	689,879	60.21%	61.66%	100.00%	100.00%		
	2010	2009	6,453	36.89%	455,947	39.63%	38.26%	11,040	63.11%	694,646	60.37%	61.74%	100.00%	100.00%		
	2011	2010	6,509	37.13%	472,528	40.71%	38.92%	11,020	62.87%	688,108	59.29%	61.08%	100.00%	100.00%		
		UPDATED POPULATION FACTORS														
	2011	2010	6,468	38.23%	472,528	40.71%	39.47%	10,449	61.77%	688,108	59.29%	60.53%	100.00%			
	2012	2011	6,515	38.39%	478,658	40.95%	39.67%	10,454	61.61%	690,335	59.05%	60.33%	100.00%			
	2013	2012	6,559	38.60%	447,348	40.20%	39.40%	10,432	61.40%	665,479	59.80%	60.60%	100.00%			
	2014	2013	6,586	38.63%	448,356,700	40.62%	39.63%	10,462	61.37%	655,348,800	59.38%	60.37%	100.00%			
	2015	2014	6,620	38.58%	456,335,200	40.24%	39.41%	10,539	61.42%	677,706,100	59.76%	60.59%	100.00%			
	2016	2015	6,677	38.25%	466,586,100	39.84%	39.05%	10,778	61.75%	704,553,900	60.16%	60.95%	100.00%			
	2017	2016	6,679	37.83%	472,151,600	39.38%	38.61%	10,976	62.17%	726,771,000	60.62%	61.39%	100.00%			
	2018	2017	6,672	37.78%	495,368,300	39.10%	38.44%	10,987	62.22%	771,569,100	60.90%	61.56%	100.00%			
	2019	2018	6,686	37.55%	524,142,700	37.37%	37.46%	11,120	62.45%	878,465,300	62.63%	62.54%	100.00%		-0.98%	0.98%



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January 24, 2020

VIA EMAIL

Ms. Lisa A. Remiker-DeWall, CPA, CPFO
Treasurer/Finance Director
Village of Little Chute
108 West Main Street
Little Chute WI 54140

Re: Declaration of Intent for Projects to be financed with Tax-Exempt Obligations

Dear Lisa:

The federal government has adopted certain Reimbursement Regulations which set forth requirements that an issuer such as the Village must meet if it expects to reimburse itself for expenditures it makes with the proceeds of a later borrowing. **Enclosed is a Public Finance Update which discusses these Reimbursement Regulations.**

We are enclosing a Resolution which designates you to declare official intent under the Reimbursement Regulations. This Resolution will enable you to make Declarations of Official Intent for future projects as well as for any current project.

Please note that a Declaration of Official Intent is attached to the Resolution. This is the Declaration you would make within 60 days of the date upon which you expend any funds for a proposed project. This should be completed by you, dated and kept in the official records of the Village. Please provide us with an executed copy of the Resolution and any Declarations.

Please review the Resolution and include it on the agenda for the February 5 Village Board meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the Village (or if the Village has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes).

Ms. Lisa A. Remiker-DeWall, CPA, CPFO
January 24, 2020
Page 2

If you have any questions or concerns regarding the attached, please do not hesitate to call me or any of the members of our Public Finance Group.

Very truly yours,

QUARLES & BRADY LLP

Brian G. Lanser

BGL:SMN:adb

Enclosures

cc: Mr. James Fenlon (w/enc. via email)
Ms. Laurie Decker (w/enc. via email)
Mr. Justin Fischer (w/enc. via email)
Ms. Rebekah Freitag (w/enc. via email)

RESOLUTION NO. 3

RESOLUTION DESIGNATING THE FINANCE DIRECTOR AS THE OFFICIAL AUTHORIZED TO DECLARE OFFICIAL INTENT UNDER REIMBURSEMENT BOND REGULATIONS

WHEREAS, the Department of the Treasury has issued final regulations (Treas. Reg. Section 1.150-2) (the "Reimbursement Bond Regulations") that, for the purpose of determining whether interest on certain obligations of a state or local government is excluded from gross income for federal income tax purposes, permit the use of the proceeds of tax-exempt obligations to reimburse capital expenditures made prior to the date such obligations are issued only if the state or local government, within 60 days of the date of expenditure, declares its official intent to reimburse the expenditure with proceeds of a borrowing;

WHEREAS, the Reimbursement Bond Regulations require that if a current expenditure is to be permanently financed by a later issue of tax-exempt obligations a state or local government must declare its intention to reimburse itself for the expenditure from proceeds of a borrowing within 60 days from when the expenditure is made (the "Declaration of Official Intent");

WHEREAS, the Reimbursement Bond Regulations permit a state or local government to designate an official or employee to make Declarations of Official Intent on its behalf;

WHEREAS, the Village Board (the "Governing Body") of the Village of Little Chute, Wisconsin (the "Issuer") deems it to be necessary, desirable and in the best interest of the Issuer to authorize an official or employee of the Issuer to make a Declaration of Official Intent on its behalf when the Issuer reasonably expects to reimburse itself from the proceeds of a borrowing for certain expenditures for a specific property, project or program which it pays from other funds prior to the receipt of the proceeds of the borrowing with respect to such expenditures;

WHEREAS, the Governing Body hereby finds and determines that designating an official or employee with the authority to make Declarations of Official Intent will facilitate compliance with the Reimbursement Bond Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer, pursuant to Treas. Reg. Section 1.150-2(e)(1), that:

Section 1. Authorization to Declare Official Intent. The Finance Director of the Issuer is hereby authorized and designated to make Declarations of Official Intent pursuant to the Reimbursement Bond Regulations.

Section 2. Form of Declaration. Any such Declaration of Official Intent shall be made in substantially the form attached hereto.

Section 3. Public Availability. Any Declaration of Official Intent shall be maintained in the files of the Issuer and shall be made available for public inspection in compliance with applicable State law governing the availability of records of official acts of the Governing Body including Subchapter II of Chapter 19, Wisconsin Statutes (the "Public Records Law").

Section 4. Further Authorizations. The Finance Director is further authorized to take such other actions as may be necessary or desirable to comply or evidence compliance with the Reimbursement Bond Regulations.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption and approval.

Adopted, recorded and approved this 5th day of February, 2020.

Michael R. Vanden Berg
President

ATTEST:

Laurie Decker
Village Clerk

(SEAL)

[After adoption, please return a copy of this Resolution to Quarles & Brady LLP, Bond Counsel, at 411 East Wisconsin Avenue, 30th Floor, Milwaukee, Wisconsin 53202-4497, Attention: Brian G. Lanser.]

NO. _____

DECLARATION OF OFFICIAL INTENT

This is a Declaration of Official Intent of the Village of Little Chute, Wisconsin (the "Issuer") to reimburse an expenditure with proceeds of a borrowing or borrowings authorized by the Issuer. This Declaration is made under and pursuant to Treas. Reg. Section 1.150-2. The undersigned has been designated as an official or employee authorized by the Issuer to make this Declaration of Official Intent pursuant to a Resolution adopted on February 5, 2020. This Declaration of Official Intent is a public record maintained in the files of the Issuer and is available for public inspection pursuant to Subchapter II of Chapter 19, Wisconsin Statutes.

The undersigned hereby declares that it is the reasonable expectation of the Issuer to use proceeds of a borrowing or borrowings to be incurred by the Issuer to reimburse expenditures for the property, project or program or from the fund(s)/account(s) described below:

1. Project* description: _____

(Provide a general functional description of the property, project or program for which the expenditure to be reimbursed is paid, e.g. "building program", "highway capital improvement program", "hospital equipment acquisition", "combined utility improvement program", etc.)

OR

2. Identify fund(s)/account(s): _____

(Provide a general functional description of the purpose of the fund or account from which the expenditure to be reimbursed is paid, e.g. "construction fund program" and "parks and recreation fund" and "highway fund".)

The maximum principal amount of the borrowing or borrowings to be incurred to reimburse expenditures for the above-described purposes is reasonably expected, on the date hereof, to be \$ _____.

The Issuer intends to reimburse itself from borrowed funds within eighteen (18) months, (3 years if the Issuer is a "small issuer") after the later of (a) the date the expenditure is paid or (b) the date the facility is placed in service, but in no event more than 3 years after the expenditure is paid.

* Each of the expenditures described must be one of the following: a capital expenditure (i.e. any cost which is properly chargeable to a capital account or would be so chargeable with a proper election), a cost of issuance for a bond, an expenditure relating to certain extraordinary working capital items, a grant, a qualified student loan, a qualified mortgage loan, or a qualified veterans' mortgage loan.

No money from sources other than the anticipated borrowing or borrowings is, or is reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer with respect to the expenditure, pursuant to the budgetary and financial circumstances of the Issuer as of the date of this Declaration.

Dated this ____ day of _____, 20__.

By: _____

Title: Finance Director

[After adoption, please return a copy of this Resolution to Quarles & Brady LLP, Bond Counsel, at 411 East Wisconsin Avenue, 30th Floor, Milwaukee, Wisconsin 53202-4497, Attention: Brian G. Lanser.]

PUBLIC FINANCE UPDATE

SEPTEMBER 2005

REVIEW OF IRS REIMBURSEMENT REGULATIONS

Counties, cities, villages, towns, school districts and other governmental units often will pay capital costs out of available cash in anticipation of long-term financing with tax-exempt bonds. Bonds or other municipal obligations issued to permanently finance prior expenditures in this way are commonly called "reimbursement bonds."

Although the final IRS regulations regarding reimbursement bonds were effective in June, 1993, questions frequently arise about them. This update summarizes the pertinent provisions.

GENERAL RULES

Three general rules must be followed in order for a governmental unit to undertake tax-exempt financing for the purpose of reimbursing itself for prior expenditures.

Official Intent: If a prior expenditure is to be permanently financed by the later issue of tax-exempt obligations, the governmental unit must declare its reasonable intent to do so within 60 days of the date the expenditure is made. Without this declaration of intent, the ability to obtain permanent tax-exempt financing for that expenditure is lost

(unless the preliminary expenditure or *deminimus* exceptions described below apply).

Requisite "official intent" has four basic requirements:

First, the declaration of official intent must be made in any reasonable form (resolution, legislative authorization, approved budget documents). The declaration of official intent usually will be stated in a resolution approved by the governmental unit's governing body or by an authorized representative of the governmental unit, and must:

1. describe the project (i.e. property, project, or program) for which the expenditure will be made OR identify the fund or account (by name and functional purpose) used to pay for the expenditure; AND
2. state the maximum principal amount of obligations expected to be issued for the project.

Second, the declaration must contain a general functional description of the property to which the reimbursement relates or an identification of the fund or account from which the expenditure is to be paid and a general functional

Local governments should put procedures in place if they plan to reimburse prior expenditures with tax-exempt obligations.

description of the purposes of such fund or account. Thus, references to a "highway capital improvement program," a "hospital equipment acquisition" or a "school building renovation" will suffice. Reasonable deviations between the project described in the declaration and the actual project ultimately financed will not invalidate the official intent but the actual project must reasonably relate in function to the project described in the declaration.

Third, the declaration must indicate the maximum principal amount of borrowing expected for reimbursement.

Fourth, in general, a declaration of official intent is reasonable only if, as of the date of declaration, the governmental unit reasonably expects to reimburse the expenditure with proceeds of a borrowing. Whether a governmental unit's expectation that the reimbursement will occur is reasonable will be determined under all of the available facts and circumstances, including whether the

PUBLIC FINANCE UPDATE

SEPTEMBER 2005

governmental unit has a history of making declarations of intent without following through with an actual reimbursement or of making declarations in amounts substantially in excess of the amounts expected to be necessary. Blanket declarations of official intent which are routinely adopted and indiscriminately cover all or most of a governmental unit's expenditures are not sufficient.

Reimbursement Period (18-Month Rule): Generally, the reimbursement bonds must be issued not later than 18 months after the later of (a) the date on which the expenditure is made or (b) the date the financed property is placed in service or abandoned, but in no event later than 3 years after the expenditure is made. Small issuers (governmental units that issue \$5,000,000 or less of tax-exempt bonds during the calendar year) get a 3 year period instead of 18 months. A special rule for long-term construction projects permits a 5 year rather than 3 year reimbursement period if both the issuer and a licensed architect or engineer

certify that 5 years is necessary to complete construction of the project.

Nature of Expenditure Requirement: The expenditures to be reimbursed must be capital expenditures, costs of issuance for a bond, extraordinary nonrecurring items, a grant, a qualified student loan, qualified mortgage loan, or qualified veteran's mortgage loan. Local governments cannot reimburse amounts spent to repay outstanding obligations from a tax-exempt borrowing.

PRELIMINARY EXPENDITURE AND DEMINIMUS EXCEPTIONS

The official intent requirement and the reimbursement period requirement do not apply to "preliminary expenditures" which include architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to commencement of construction, rehabilitation or acquisition of a project. Preliminary costs do not include land acquisition, site preparation,

and similar costs incident to the commencement of construction. Preliminary expenditures, however, cannot exceed 20% of the issue price of the related reimbursement bond issue. A special exception also applies for amounts not in excess of the lesser of \$100,000 or 5% of the proceeds of the issue.

COMMENT

Many governmental units have adopted resolutions authorizing certain officials to declare official intent on their behalf. Others have adopted specific reimbursement resolutions. Many initial borrowing resolutions approved by governing bodies will satisfy the official intent requirement. We recommend that all governmental units review the reimbursement regulations and put procedures in place so they can preserve the ability to reimburse prior capital expenditures with tax-exempt obligations. Sample resolutions are available upon request.



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Reference to Quarles & Brady includes Quarles & Brady LLP and Quarles & Brady Streich Lang LLP.

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This document provides information of a general nature. None of the information contained herein is intended as legal advice or opinion relative to specific matters, facts, situations or issues. Additional facts and information or future developments may affect the subjects addressed in this document. You should consult with a lawyer about your particular circumstances before acting on any of this information because it may not be applicable to you or your situation.

Village of Little Chute
INFORMATION FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: 2019 Budget Corrections/Amendments

PREPARED BY: Lisa Remiker-DeWall, Finance Director

REPORT DATE: 1/30/2020

ADMINISTRATOR'S REVIEW/COMMENTS:

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

EXPLANATION: Please approve the following 2019 Budget corrections for errors uncovered, items not in accordance with GAAP and/or amendments necessary due to unexpected opportunities that came up during 2019:

- **General Fund:** Correct Budget for Landfill Fire Protection — should be \$0 as we get billed from Vandenbroek but is passed through to the Landfill. Record donations received for Jets Football equipment. Record insurance reimbursement from MPIC for July storm event. Reclass budget for Band Director who was treated as a contractor in 2019 and prior; however, moving forward will be properly classified per IRS standards as a part-time employee. Record transfer from the General Fund to the Facilities and Equipment account to complete upgrades necessary for Windows 10, server replacement, Village Board Room technology updates and associated contracted labor.
- **Sanitation:** Record budget for workers compensation that was inadvertently missed on original budget and correct vehicle budget that was incorrect in both 2018 and 2019
- **Library:** Record donations received
- **Fox Valley Metro Police Department:** Record insurance reimbursement from MPIC for July storm event.
- **Van Lieshout Activity Center:** Rec Center Lease is accounted for in the Park Improvement Fund. Record Diamond Club quarterly reimbursement of utilities expense.
- **Facilities & Equipment:** Provide budget authority for transfer from the General Fund to account for technology needs as noted above.
- **Tax Increment District 6:** Purchase of 206 Karen Drive. Funding provided by Advance from General Fund at established interest rates.
- **Park Improvements:** Rec Center Lease is included in this fund, record donations received for equipment and record donations received and expended on the Boardwalk Project.

RECOMMENDATION: Recommend the Village Board formally adopt the above amendments so budget to actual is more accurately presented in the 2019 Comprehensive Annual Financial Report.

FUND	REVENUES	EXPENSES	ADVANC	FUND BALANCE
General	17,680	115,680	-	(98,000)
Sanitation	-	78,000	-	(78,000)
Library	4,175	4,175	-	-
FVMPD	7,541	7,541	-	-
Van Lieshout	(34,220)	1,404	-	(35,624)
Facilities & Equipment	100,000	100,000	-	-
TID# 6	-	299,310	299,310	(299,310)
Park Improvements	51,160	9,160	-	42,000

Acct	GENERAL FUND REVENUE						2019			2019	
	Taxes	Revenue					Dept Request	2019		Adopted Budget	
		2016 Actual	2017 Actual	2018 Adopted	2018 Amended	2018 Estimated		Recommended	Budget		
31111	Property Taxes	1,067,764	1,193,376	1,319,822	1,319,822	1,319,822	1,319,822	1,252,717	1,282,717		
31140	Mobile Home Parking Fees	22,786	21,898	24,000	24,000	21,600	21,600	21,600	21,600	2019	21,600
31200	Use-Value Penalty Tax	17,243		10,000	10,000	-	10,000	10,000	10,000	Admin	10,000
31250	Room Tax	3,678	2,569	3,500	3,500	2,500	2,500	2,500	2,500		2,500
31900	Interest on Taxes	226	162	250	250	300	250	250	250		250
		1,111,697	1,217,945	1,357,572	1,357,572	1,344,222	1,354,172	1,287,067	1,317,067		
	<u>Licenses and Permits</u>										
32110	Liquor & Malt Beverage	11,515	11,025	12,000		12,000	12,000	12,000	12,000		
32120	Class A License	7,407	8,883	7,000		5,500	5,500	5,500	5,500		
32130	Business & Occupation License		70								
32140	Cigarette License	325	275	275	275	300	300		300		
32150	Mobile Home Park License	368	458	458	458	12,000	460		460		12,000
32160	Weights/Measures License	6,207	6,039	6,700		7,000	6,700		6,700		
32170	Dog Licenses	1,575	1,860	1,600		2,710	2,710		2,710		
32180	Village Market Rental Permit		1,961	6,000		3,430	3,450		300	450	
32190	Other Licenses		250			600	600		460	600	
32200	Alcohol Permits		70	100	100	5,700	100	100	6,700	100	
32210	Building Permits	71,815	51,457	50,000	50,000	50,000	50,000	50,000	50,000	2,730	000
32220	Electrical Permits	13,293	22,134	19,000	19,000	19,000	19,000	19,000	19,000	3,480	000
32230	Heating Permits	9,090	9,955	6,000	6,000	13,810	9,500	9,500	60	500	
32240	Plumbing Permits	6,063	12,220	12,000	12,000	14,000	12,500	12,500	12,500		
32260	Sidewalk Permits	175	215	200	200	40	200	200	200		
32270	Street/Curb Permits	515	665	500	500	850	665	665	665		
32290	Other Permits	155	235	100	100	250	200	200	200		
		128,622	128,802	121,933	121,933	165,397	123,885	123,885	123,885		
	<u>Intergovernmental Revenue</u>										
	<u>Federal Grant</u>										
	Total Shared Revenue	1,514,906	1,514,493	1,514,262	1,514,262	1,514,135	1,513,920	1,513,920	1,513,920		
33211	Fire Software										
33215	State Aid - Exempt PP	16,294	22,606	22,938	22,938	28,382	29,092	29,092			
33216	State Expenditure Restraint	92,700	93,834	-	-	-	93,834				
	State Aid Personal Property										
33220	State Aid - Local Streets	494,178		516,554	516,554	516,554	516,554				
33230	State Aid - Connecting Streets	31,572			32,167	32,167	32,167				29,092
33240	State Fire Ins. Premium	28,888			31,000	31,000	31,700				
33290	Other State Aid	6,844		449,178				39,639	39,639		
33310	County Aid			31,001	32,167			594,037	594,037		
33312	Landfill Fire Protection	(2,000)	(2,000)	(2,000)	31,000	(2,000)	(2,000)	(2,000)	32,145		
		2,183,382	2,141,703	2,114,921	2,114,921	2,120,910	2,215,267	2,238,533	2,238,533		
	<u>Charges for Services</u>										
34101	Permit/Inspection Fees	7,638	6,437	7,000	7,000	6,000					
	Total Intergovernmental Revenue	7,638	6,437	7,000	7,000	6,000	475	475	475		
34102	Plat Review/CSM Fees	225	650	475	475	400					
34103	Publication Fees	925	725	750	750	725		750	750		
34104	Merchandise Sales		20	-	-	20					
34105	Copy Fees	10	-	-	-	10		7,000	7,000		
34110	Plan/Zoning/Variance Fees	3,446	2,450		2,100	2,100					
34280	Crossing Guard Reimbursement	44,625	10,137		850	750		750			
34300	Freon Stickers	640	970	500		800					
34301	Sanitation/Polycart Fees										
34303	Yard Waste Stickers	1,449	1,754		2,100	1,800		2,100	2,100		
34304	Recycling Fees	50	-		850	830		750	750		
34305	Snow Removal	4,065	10			500	500	500	500		
	continued on next page				3,000	3,000		3,000	3,000		
				(281)	2,000	2,000		2,000	2,000		

Billed from Vandenbroek for
Fire Protection Landfill;
We bill the County
Net ~~0~~

Acct Number		2016 Actual	2017 Actual	2018 Adopted	2018 Amended	2018 Estimated	2019 Dept Request	2019 Admin Recommended	2019 Adopted Budget
Charges for Services (cont'd)									
34401	Park Fees	10,359	9,993	9,250	9,250	8,575	7,500	7,500	7,500
34402	Trees/Forestry	400	402	400	400	1,140	400	400	400
34411	League/Club Fees	12,500	13,450	11,500	11,500	12,885	12,000	12,000	12,000
34412	Rec Sponsor Fees	5,707	6,568	6,250	6,250	5,738	5,400	5,400	5,400
34413	Rec Instruction/Events	22,892	44,905	28,000	28,000	48,000	44,500	46,400	46,400
34420	Every Kid Counts	550	475	400	400	475	400	400	400
34431	Youth Football-Fees/Tickets	6,808	7,731	6,750	6,750	6,500	5,800	6,550	6,550
34432	Youth Football-Banquet	2,031	1,345	2,200	2,200	2,200	2,200	2,200	2,200
34433	Park Concessions	54	47	-	-	-	-	-	-
34441	Weed Cutting	750	1,382	500	500	1,337	500	500	500
34901	Other Charges	894	1,527	1,000	1,000	1,421	1,000	1,000	1,000
34990	Cash Over/Short	(351)	-	-	-	(31)	-	-	-
Total Charges for Services									
		125,753	110,685	82,925	82,925	102,275	96,275	98,925	98,925
Fines and Forfeitures									
35101	Court Fines & Bonds	83,149	72,037	90,000	90,000	81,000	81,000	81,000	81,000
35201	Parking Violation	9,485	8,854	10,000	10,000	10,000	10,000	10,000	10,000
Total Fines and Forfeitures									
		92,634	80,891	100,000	100,000	91,000	91,000	91,000	91,000
Interest									
36101	Interest on Investments	10,050	13,392	7,500	7,500	13,000	13,000	13,000	13,000
36103	Interest on Advance	-	-	-	-	-	-	-	-
Total Interest									
		10,050	13,392	7,500	7,500	13,000	13,000	13,000	13,000
Miscellaneous Revenues									
38210	Village Hall Rental	3,270	3,451	2,700	2,700	2,490	2,700	2,700	2,700
38221	Rent from Utilities	17,600	17,600	17,600	17,600	17,600	17,600	17,600	17,600
38241	Equipment Rental & Labor	2,500	4,000	2,000	2,000	2,500	2,500	2,500	2,500
38251	Property Rental	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
38291	Other Rental	-	-	-	-	-	-	-	-
38301	Donations	750	13,673	-	-	15,096	-	-	2000
38303	Fire Donations	-	3,750	-	-	5,500	-	-	-
38351	Intergovernmental Donation	-	-	-	-	-	-	-	-
38401	Franchise Fees	89,950	86,766	87,000	87,000	90,000	90,000	90,000	90,000
38601	Worker's Comp Reimbsmt	15,478	-	-	-	-	-	-	-
38611	Liability Ins Dividends	-	-	23,000	-	35,937	-	-	-
38612	Insurance Reimbursement	-	-	-	-	-	-	-	-
38621	Property Damage	-	-	-	-	-	-	-	-
38622	Other Claim Reimbursement	5,837	1,238	-	-	2,976	-	-	13680
Total Miscellaneous Revenues									
		141,385	159,478	115,300	115,300	178,099	118,800	118,800	118,800
TOTAL GENERAL FUND									
		3,793,523	3,852,895	3,900,151	3,900,151	4,014,903	4,012,399	3,971,210	4,004,210
Transfer In from Utility (PILOT)									
Appropriated Balance									
		216,000	216,000	216,000	216,000	216,000	216,000	216,000	216,000
Total GF Revenue Sources									
		4,009,523	4,068,895	4,116,151	4,116,151	4,230,903	4,226,399	4,187,210	4,327,210
									4404 890

Donations received for
Jets Football Equipment

July Storm - MPIC Ins. Proceeds

PARK, RECREATION & FORESTRY
Parks
101-55200

Acct Number						2019	2019	2019
	2016 Actual	2017 Actual	2018 Adopted	2018 Amended	2018 Estimated	Dept Request	Admin Recommended	Adopted Budget
Personnel Services								
101 Salaries	95,569	88,452	119,626	119,626	108,539	132,399	132,399	132,399
102 Part-time Wages	37,737	41,284	40,975	40,975	39,636	43,524	43,524	43,524
103 Social Security	9,921	9,746	12,385	12,385	11,575	13,611	13,611	13,611
104 Retirement	6,344	6,111	8,102	8,102	7,377	8,803	8,803	8,803
105 Health Insurance	32,195	29,479	42,261	42,261	36,251	44,644	44,644	44,644
106 Longevity								
107 Life Insurance	105	96	113	113	115	122	122	122
108 Dental Insurance	2,144	1,993	2,890	2,890	2,099	3,105	3,105	3,105
109 Disability Insurance	342	367	339	339	335	376	376	376
110 Overtime	646	1,837	2,200	2,200	1,569	2,000	2,000	2,000
113 Unemployment								
Total Personnel Services	185,002	179,364	228,891	228,891	207,490	248,584	248,584	248,584
Non-Personnel								
201 Training, Conferences	808	27	800	800	285	800	1,050	1,050
203 Telephone	896	563	400	400	500	500	500	500
204 Other Contractual Services	2,777	2,239	6,000	6,000	6,000	6,000	6,000	6,000
205 Equipment Repairs	321	246	400	400	400	400	400	400
206 Office Supplies	-	-	-	-	95	100	100	100
208 Books, Subscrip., Dues	85	35	100	100	35	100	100	100
210 Rentals	48	-	250	250	35	250	250	250
211 Food & Provisions								
213 Safety Equipment	1,739	992	3,000	3,000	2,500	3,000	3,000	3,000
215 Horticultural Supplies	3,211	981	1,000	1,000	1,000	1,000	1,000	1,000
216 Construction Materials	13,013	16,850	17,000	17,000	15,742	16,000	16,000	16,000
218 Operational Supplies	653	982	1,500	1,500	1,500	1,500	1,500	1,500
221 Small Equipment	1,051	797	2,600	2,600	1,500	2,600	2,600	2,600
222 Janitorial Supplies	1,291	975	1,200	1,200	1,000	1,200	1,200	1,200
225 Other Non-Personal	700	1,280	10,500	10,500	7,500	10,500	10,500	10,500
227 Public Information	-	90	-	-	-	-	-	-
242 Bdg&Grnds/Repair & Maint	7,234	11,594	7,700	7,700	7,700	7,700	7,700	7,700
243 Custodial Contracted	1,576	1,576	1,700	1,700	1,700	1,700	1,700	1,700
247 Vehicle	23,058	24,420	21,000	21,000	24,000	24,000	24,000	24,000
249 Utilities	30,285	31,621	30,000	30,000	30,000	30,000	30,000	30,000
299 Refunds/Restitution								
Total Non-Personnel	88,746	95,266	105,150	105,150	101,492	107,350	107,600	107,600
Capital Outlay								
301 New Equipment	-	-	-	-	-	-	-	-
302 Equipment Replacement	-	-	-	-	-	-	-	-
Total Capital Outlay	-	-	-	-	-	-	-	-
Total Parks	273,748	274,630	334,041	334,041	308,981	355,934	356,164	356,164
Offsetting Revenue								
34401 Park Fees-Shelter Rental	10,359	9,993	9,250		8,575	7,500	7,500	7,500
34433 WPRA Tickets	54	47	-		8,575	7,500	7,500	7,500
	10,413	10,039	9,250	-	8,575	7,500	7,500	7,500

MPIC Insurance Proceeds

PARK, RECREATION & FORESTRY
Youth Football
101-55460

Acct Number		2016	2017	2018	2018	2018	2019	2019	2019
		Actual	Actual	Adopted	Amended	Estimated	Dept Request	Admin Recommend	Adopted Budget
Personal Services									
111	Sports Officials	5,835	6,450	6,450	6,450	6,100	6,100	6,100	6,100
	Total Personal Services	5,835	6,450	6,450	6,450	6,100	6,100	6,100	6,100
Non-Personal									
204	Other Contractual Services	1,657	1,470	1,800	1,800	1,750	1,900	1,900	1,900
211	Food & Provisions	3,175	3,161	3,600	3,600	3,300	3,300	3,300	3,300
213	Safety Equipment	45	105	100	100	150	200	200	200
218	Operational Supplies								
225	Equipment	3,857	9,784	4,600	4,600	7,600	5,000	3,600	5,600
	Total Non-Personal	8,734	14,520	10,100	10,100	12,800	10,400	9,000	11,000
	Total Youth Football	14,569	20,970	16,550	16,550	18,900	16,500	15,100	17,100
Offsetting Revenue									
34431	Youth Football-Fees/Tickets	6,808	7,731	6,750	6,750	6,500	5,800	6,550	6,550
34432	Youth Football-Banquet	2,031	1,345	2,200	2,200	2,200	2,200	2,200	2,200
		8,839	9,076	8,950	8,950	8,700	8,000	8,750	8,750

*Donations
Received for Equipment*

PARK, RECREATION & FORESTRY
Community Band
101-55480

Acct Number		2016	2017	2018	2018	2018	2019	2019	2019
		Actual	Actual	Adopted	Amended	Estimated	Dept Request	Admin Recommend	Adopted Budget
Personnel Services									
102	Director	2,800	3,650	3,650	3,650	3,650	3,650	3,650	3,650
111	Band Officers	-							3,650
	Total Personnel Services	2,800	3,650	3,650	3,650	3,650	3,650	3,650	3,650
Non-Personnel									
202	Local Auto Expense	210	200	200	200	200	200	200	200
204	Annual Dinner	-	-						
205	Equipment Repairs	-		300	300	-	300	300	300
211	Food & Provisions	177	230	400	400	250	300	300	300
212	Clothing Allowance	-							
213	Safety Equipment	-							
218	Operational Supplies	1,121	1,017	900	900	900	900	900	900
221	Small Equipment	-							
225	Other	-		-	-	-			
227	Public Information	-							3,650
	Total Non-Personnel	1,508	1,447	1,800	1,800	1,350	1,700	1,700	1,700
Capital Outlay									
301	New Equipment	-							
302	Equipment Replacement	-		750	750	750	750	750	750
	Total Capital Outlay	-	-	750	750	750	750	750	750
	Total Community Band	4,308	5,097	6,200	6,200	5,750	6,100	6,100	6,100

Director contracted through 2019

2020 PT Employee

OTHER FINANCING USES
Other Financing Sources and Uses
101-59000

Acct Number	2016 Actual	2017 Actual	2018 Adopted	2018 Amended	2018 Estimated	2019 Dept Request	2019 Admin Recommended	2019 Adopted Budget
Other Financing Sources (Income)								
39050 Sale of Village Property	102,694	-	-	-	-	-	-	-
39060 Sale of Real Estate	-	-	-	-	-	-	-	-
39070 Tax from Municipal Utility	216,000	216,000	216,000	216,000	216,000	216,000	216,000	216,000
39101 Transfer In - Other Funds	101,057	-	-	-	-	-	-	-
39120 Apply Fund Balance	-	-	-	-	-	-	-	170,000 ✓
39500 Gain/Loss on Investments	-	-	-	-	-	-	-	-
39311 Bond Proceeds	-	-	-	-	-	-	-	-
Other Financing Sources	419,751	216,000	216,000	216,000	216,000			216,000
Other Financing Uses (Expense)								
490 Transfer to Capital Projects	-	-	-	-	-	-	-	-
491 Transfer to Special Rev	102,265	35,112	49,951	49,951	42,150	60,000	60,000	130,000
492 Transfer to FVMPD	-	-	-	-	-	-	-	30,000
493 Transfer to Fire Capital	-	-	-	-	-	-	-	100,000
494 Transfer to Loan Program	-	-	-	-	-	-	-	-
495 Transfer to Capital Funds	-	-	-	-	-	-	-	-
496 Transfer to CDA	-	-	-	-	-	-	-	-
497 Transfer to Debt Fund	-	-	-	-	-	-	-	-
499 Transfer to Other Funds	-	-	-	-	-	-	-	-
Other Financing Uses	102,265	35,112	49,951	49,951	42,150			930,000

Fund 404
 Facilities & Equipment
 { Server
 Windows 10
 130,000

30,000
 100,000

930,000

**PUBLIC WORKS
Sanitation Service
201-53620**

Acct Number		2016 Actual	2017 Actual	2018 Adopted	2018 Amended	2018 Estimated	2019 Dept Request	2019 Admin Recommend	2019 Adopted Budget
Revenue									
31111	Property Taxes								
34301	Commercial Sanitation Fee	71,234	64,384	68,000	68,000	45,800	45,800	45,800	45,800
34304	Residential Sanitation Fee	345,853	348,682	350,000	350,000	352,170	352,170	352,170	352,170
34305	Mobile Home Residential Fee	18,039	17,756	17,750	17,750	17,640	17,640	17,640	17,640
34901	Other Charges for Services	1,026	2,080	1,000	1,000	1,300	1,300	1,300	1,300
36101	Interest on Investments	949	120	750	750	120	120	120	120
39470	Penalties	2,225	2,840	2,500	2,500	-	2,300	2,300	2,300
Total Revenue		439,325	435,862	440,000	440,000	417,030	419,330	419,330	419,330
	Personal Services								
101	Salaries	88,389	93,810	132,489	132,489	111,701	117,589	117,589	117,589
102	Part-time Wages	1,900	4,102	2,250	2,250	4,785	5,208	5,208	5,208
103	Social Security	5,699	7,215	10,908	10,908	8,912	9,394	9,394	9,394
104	Retirement	5,963	6,574	8,992	8,992	7,484	7,970	7,970	7,970
105	Health Insurance	37,592	31,811	47,961	47,961	38,898	40,972	40,972	40,972
107	Life Insurance	104	96	128	128	109	129	129	129
108	Dental Insurance	2,038	2,226	3,279	3,279	2,564	3,279	3,279	3,279
109	Disability Insurance	328	361	371	371	315	329	329	329
110	Overtime	520	186	-	-	210	-	-	-
113	Unemployment Compens	-	-	-	-	-	-	-	-
Total Personal Services		143,534	146,380	205,778	205,778	174,978	184,870	184,870	184,870
	Non-Personal								
201	Training & Conferences								
204	Landfill Tipping Fees	166,065	152,159	166,500	166,500	155,000	160,000	160,000	160,000
206	Office Supplies	83	33	100	100	1,200	1,000	1,000	1,000
208	Software Support Fees	1,911	917	1,500	1,500	1,944	1,960	1,960	1,960
213	Safety Equipment	-	-	-	-	-	-	-	-
218	Operational Supplies	-	63	350	350	25	250	250	250
221	Small Equipment	4,237	3,276	4,500	4,500	8,890	9,300	9,300	9,300
226	Postage	3,550	2,920	2,630	2,630	3,500	3,600	3,600	3,600
227	Public Information	522	295	320	320	500	500	500	500
228	Service Fees	429	781	500	500	500	500	500	500
230	Worker's Comp Insurance	3,500	4,000	4,000	4,000	-	-	-	4000
231	Property & Liability Insurance	7,148	7,204	7,500	7,500	7,500	7,500	7,500	7,500
247	Vehicle	82,599	79,459	7,000	7,000	47,000	7,500	7,500	7,500
260	Billing Services	-	-	2,500	2,500	-	10,000	10,000	10,000
Total Non-Personal		270,044	261,107	197,400	197,400	226,059	194,610	194,610	194,610
	Capital Outlay								
301	New Equipment	-	-	-	-	-	-	-	-
302	Equipment Replacement	-	-	-	-	-	-	-	-
Total Capital Outlay		-	-	-	-	-	-	-	-
Total Sanitation Expenditures		413,578	407,487	403,178	403,178	401,037	379,480	379,480	379,480
	Other Financing Sources[Uses]								
39101	Transfer in - Other Funds	-	-	-	-	-	-	-	-
39050	Sale of Village Properties	-	-	-	-	-	-	-	-
499	Transfer Out - Fleet Fund	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)
	Total Other Financing	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)
Revenue less Expenditures		747	3,375	11,822	11,822	(9,007)	14,850	14,850	14,850
Fund Balance, January 1		50,954	51,701	75,707	75,707	55,076	46,069	46,069	46,069
Fund Balance, December 31		51,701	55,076	87,529	87,529	46,069	60,919	60,919	60,919

(7286)

Errors in 2019 Budget

SPECIAL REVENUE FUND
Library/Civic Center
206-55110

Acct Number		2016 Actual	2017 Actual	2018 Adopted	2018 Amended	2018 Estimated	2019 Dept Request	2019 Admin Recommend	2019 Adopted Budget
<u>Revenue</u>									
31111	Property Taxes	322,210	382,858	381,758	381,758	381,758	404,801	408,053	408,053
38215	Rental - Flex	8,000	12,000	12,000	12,000	20,000			
36101	Interest on Investments	111	392	150	150	300	200	200	200
38211	Rent-Civic Center	3,767	4,059	4,100	4,100	2,000	2,000	2,000	2,000
38301	Donations	9,400	10,925	-	-	855			
38621	Damage to Property	-	-	-	-	-			
	Apply to Fund Balance	-	-	-	-	-			
	Total Revenue	343,489	410,234	398,008	398,008	404,913	408,563	411,815	411,815
<u>Expenditures</u>									
	Personal Services								
101	Full-Time Wages					17,114			
102	Part-Time Wages					342			
103	Social Security					1,336			
104	Retirement					1,146			
105	Health Insurance					5,786			
107	Life Insurance					18			
108	Dental Insurance					358			
109	Disability Insurance					50			
110	Overtime					2,478			
	Total Personal Services	-	-	-	-	28,628	-	28,651	28,651
	Non-Personal								
204	Contractual Services								
208	Collection Materials	10,665	2,529			2,000			
261	Engineering Services	-	-						
221	Small Equipment	-	-	5,000	5,000	5,000	5,000	5,000	5,000
247	Vehicle	459	208	100	100	386	500	500	500
231	Property&Liability Insurance	8,800		7,000	7,000	7,000	7,000	7,000	7,000
260	Joint Library Services	257,635	250,327	267,432	267,432	267,432	292,648	292,648	292,648
262	Legal/Audit Services	500	500	500	500	500	500	1,316	1,316
	Total Non-Personal	278,059	263,564	280,032	280,032	282,318	305,648	305,454	306,454
	Overhead								
241	Custodial-Service	53,493	59,173	55,601	55,601	25,585	44,715	-	-
242	Custodial-Bldg/Rep Maint	3,250	5,013	4,300	4,300	3,502	4,700	4,700	4,700
243	Custodial-Contractual	6,025	5,261	8,875	8,875	7,289	8,900	27,400	27,400
244	Custodial-Operational Supplies	2,720	3,006	2,800	2,800	1,742	3,100	3,100	3,100
245	Custodial-Equip/Rep Maint	10,143	3,369	4,400	4,400	4,106	4,500	4,500	4,500
249	Utilities	32,721	31,434	37,000	37,000	31,500	32,000	32,000	32,000
	Total Overhead	108,352	107,256	112,976	112,976	73,724	97,915	71,700	71,700
	Capital Outlay								
301	New Equipment	14,377	37,853						
302	Equipment Replacement	-	-						
306	Buildings & Grounds	-	-	5,000	5,000	5,000	5,000	5,000	5,000
	Total Capital Outlay	14,377	37,853	5,000	5,000	5,000	5,000	5,000	5,000
	Total Expenditures	400,788	408,673	398,008	398,008	389,670	408,563	411,815	411,815
	Other Financing Sources(Uses)								
39101	Transfer In - Other Funds	47,943	-	-	-	-			
39311	Bond Proceeds	-	-	-	-	-			
	Total Other Financing	47,943	-	-	-	-	-	-	-
	Revenue less Expenditures	(9,357)	1,561	-	-	15,243	(0)	(0)	(0)
	Fund Balance, January 1	9,357	0	1,562	1,562	1,562	16,805	16,804	16,804
	Fund Balance, December 31	0	1,562	1,562	1,562	16,805	16,804	16,804	16,804

Donations received

**SPECIAL REVENUE FUND
FOX VALLEY METRO POLICE
207-52120**

Acct Number		2016 Actual	2017 Actual	2018 Adopted	2018 Amended	2018 Estimated	2019 Dept Request	2019 Admin Recommended	2019 Adopted Budget
<u>Revenue</u>									
31111	Property taxes	1,729,664	1,673,895	1,811,807	1,811,807	1,811,807			
32130	Business & Off License	650	25	100	100	-	1,925,825	1,912,850	1,912,850
33110	Federal Grant	-	1,560	1,600	1,600	1,335	100	100	100
33290	Other State Aid	12,860	4,368	3,900	3,900	1,335	4,335	4,335	4,335
33310	County Grant	-	-	-	-	-	-	-	-
33320	Police Services (Combined Locs)	609,070	561,890	-	-	-	-	-	-
33321	Police Services (Kimberly)	1,107,211	1,052,242	1,131,350	1,131,350	1,131,350	1,153,525	1,145,753	1,145,753
33322	Local School Services	130,328	145,342	145,000	145,000	134,000	145,000	145,000	145,000
33323	Contracted Police Services	4,609	334	-	-	-	-	-	-
34105	Copy Fees (TX)	500	1,115	500	500	937	500	500	500
34201	Police Department Fees	2,201	2,712	1,500	1,500	1,630	1,500	1,500	1,500
34901	Other Charges for Services	770	336	-	-	-	-	-	-
35121	Judgment Awards	-	69	-	-	35	-	-	-
35301	False Alarms	2,780	1,785	1,000	1,000	1,695	1,500	1,500	1,500
38301	Donations	1,100	1,500	-	-	6,500	-	-	-
38612	Insurance Reimbursement	-	13,798	-	-	-	-	-	-
38622	Other Claim Reimbursement	1,918	-	-	-	-	-	-	-
Total Revenue		3,609,671	3,460,972	3,096,757	3,096,757	3,082,254	3,232,285	3,226,538	3,226,538
Expenditures Summary									
Personal Services		3,021,726	2,898,425	2,755,730	2,755,730	2,643,311	2,758,693	2,760,218	2,760,218
Non-Personal		208,081	183,436	132,000	132,000	202,964	205,370	205,370	205,370
Overhead		231,048	249,997	209,027	209,027	223,325	228,597	222,325	222,325
Capital Outlay		148,316	79,961	-	-	64,401	38,625	38,625	38,625
Total Expenditures		3,609,171	3,411,819	3,096,757	3,096,757	3,134,529	3,232,285	3,226,538	3,226,538
Other Financing Sources(Uses)									
39050	Sale of Village Property	482	4,417	-	-	-	-	-	-
38101	Transfer In/Out)-Other Funds (LC)	-	-	-	-	-	-	-	-
	Total Other Sources(Uses)	482	4,417	-	-	-	-	-	-
Revenue less Expenditures		(5,018)	53,569	-	-	(42,270)	-	(0)	(0)
Fund Balance, January 1		38,997	33,979	87,548	87,548	87,548	45,279	45,279	45,279
Fund Balance, December 31		33,979	87,548	87,548	87,548	45,279	45,279	45,279	45,279
Cost Sharing Formula									
Kimberly		39.05%	38.61%	38.44%	38.44%	38.44%	37.46%	37.46%	37.46%
Little Chute		60.95%	61.39%	61.56%	61.56%	61.56%	62.54%	62.54%	62.54%

MPIC Insurance Proceeds
 Storm Event

SPECIAL REVENUE FUND
Fox Valley Metro Police
207-52120

Acct Number	2016 Actual	2017 Actual	2018 Adopted	2018 Amended	2018 Estimated	2019 Dept Request	2019 Admin Recommended	2019 Adopted Budget
Personal Services								
100 Command Salaries	456,835	391,257	382,376	382,376	354,390	414,462	414,462	414,462
101 Officer Wages	1,421,050	1,393,822	1,354,075	1,354,075	1,308,460	1,360,152	1,360,152	1,360,152
102 Clerical Wages	160,067	161,124	113,538	113,538	106,375	118,038	118,038	118,038
103 Social Security	160,462	153,219	146,114	146,114	144,705	150,777	150,777	150,777
104 Retirement	196,290	209,589	203,959	203,959	202,220	205,818	205,818	205,818
105 Health Insurance	466,435	430,508	448,134	448,134	370,528	377,436	377,436	377,436
106 Longevity	4,800	5,160	4,500	4,500	4,500	5,040	5,040	5,040
107 Life Insurance	3,447	3,400	3,549	3,549	2,908	3,232	3,232	3,232
108 Dental Insurance	34,085	34,108	33,004	33,004	32,150	33,437	33,437	33,437
109 Disability Insurance	7,080	7,734	5,481	5,481	4,818	8,161	9,686	9,686
110 Overtime	110,543	107,208	60,000	60,000	107,332	81,040	66,040	66,040
111 Overtime - Special Events							15,000	15,000
112 Per Diem-Police Comm	630	1,295	1,000	1,000	1,015		1,100	1,100
113 Unemployment Compensation								
999 Wage Adjustment Reserve					3,910			
Total Personal Services	3,021,726	2,898,425	2,755,730	2,755,730	2,643,311		2,758,693	2,760,218
Non-Personal								
201 Training, Conferences	24,789	20,056	15,000	15,000	15,000	21,000	21,000	21,000
202 Local Auto Expense	-	-	-	-	-	-	-	-
203 Telephone	36,947	22,475	23,000	23,000	23,000	23,000	23,000	23,000
204 Other Contractual Services	57,072	71,228	43,000	43,000	75,000	78,360	78,360	78,360
205 Equipment Repairs	2,643	1,322	3,000	3,000	3,000	7,400	7,400	7,400
206 Office Supplies	1,813	1,465	1,000	1,000	1,500	2,000	2,000	2,000
207 Printing & Reproduction	6,638	9,282	10,000	10,000	9,000	12,100	12,100	12,100
208 Books, Subscrip., Dues	2,058	1,291	1,000	1,000	1,210	1,025	1,025	1,025
212 Clothing Allowance	16,879	15,596	14,200	14,200	28,000	14,850	14,850	14,850
213 Safety Equipment	8,627	5,620	6,000	6,000	6,000	6,300	6,300	6,300
218 Operational Supplies	29,268	15,698	5,000	5,000	14,785	14,785	14,785	14,785
221 Small Equipment	8,029	6,422	1,800	1,800	4,500	7,350	7,350	7,350
223 Guns & Ammo	9,698	10,445	7,000	7,000	7,000	12,700	12,700	12,700
225 Recruitment, Testing	2,138	1,241	-	-	12,969	1,900	1,900	1,900
226 Postage	1,320	1,185	2,000	2,000	2,000	2,400	2,400	2,400
227 Public Service Program	-	-	-	-	-	-	-	-
228 Employee Bonds	160	100	-	-	-	200	200	200
229 Bank Service Charges	-	-	-	-	-	-	-	-
Total Non-Personal	208,081	183,436	132,000	132,000	202,964	205,370	205,370	205,370
Overhead								
230 Workers Comp Insurance	56,509	52,000	50,000	50,000	50,000	53,560	53,560	53,560
231 Property & Liability Insurance	29,368	26,424	30,000	30,000	30,000	36,000	36,000	36,000
240 Computer Maint	13,268	24,939	8,200	8,200	8,200	9,500	9,500	9,500
241 Custodial-Service	26,934	25,643	22,362	22,362	13,215	23,727	-	-
242 Custodial-Bldg Repair/Maint	7,862	4,268	3,600	3,600	1,777	4,200	4,200	4,200
243 Custodial-Contractual	2,685	3,076	6,365	6,365	5,221	6,500	18,875	18,875
244 Custodial-Operational Supplies	944	1,444	2,200	2,200	1,863	2,450	2,450	2,450
245 Custodial-Equip Repair/Maint	2,162	1,888	2,100	2,100	984	2,360	2,360	2,360
247 Vehicle Operations	52,639	67,668	53,000	53,000	53,000	58,000	58,000	58,000
248 Vehicle Equipment	16,179	22,159	5,400	5,400	5,000	13,300	13,300	13,300
249 Utilities	18,997	17,964	22,800	22,800	18,000	18,000	18,000	18,000
252 Legal/Audit	3,501	2,524	3,000	3,000	36,587	2,000	6,080	6,080
Total Overhead	231,048	249,997	209,027	209,027	223,847	229,597	222,325	222,325
Capital Outlay								
301 New Equipment	42,828	7,585	-	-	3,069	2,825	2,825	2,825
302 Equipment Replacement	37,120	40,453	-	-	596	500	500	500
303 Vehicle Replacement	68,368	31,922	-	-	60,736	35,300	35,300	35,300
306 Buildings & Grounds	-	-	-	-	-	-	-	-
Total Capital Outlay	148,316	79,951	-	-	64,401	38,625	38,625	38,625
Total Expenditures	3,609,171	3,411,819	3,096,757	3,096,757	3,134,523	3,232,285	3,226,538	3,226,538
EXPENDITURES	2016 Actual	2017 Actual	2018 Adopted	2018 Amended	2018 Estimated	2019 Requested	2019 Recommended	2019 Adopted
Personal Services	3,021,726	2,898,425	2,755,730	2,755,730	2,643,311	2,758,693	2,760,218	2,760,218
Non-Personal Services	208,081	183,436	132,000	132,000	202,964	205,370	205,370	205,370
Overhead	231,048	249,997	209,027	209,027	223,847	229,597	222,325	222,325
Capital Outlay	148,316	79,951	-	-	64,401	38,625	38,625	38,625
TOTAL EXPENDITURES	3,609,171	3,411,819	3,096,757	3,096,757	3,134,523	3,232,285	3,226,538	3,226,538

MPIC Insurance Proceeds Server
Storm Event

**SPECIAL REVENUE FUND
Van Lieshout Activity Center
208-52900**

Acct Number	2016 Actual	2017 Actual	2018 Adopted	2018 Amended	2018 Estimated	2019 Dept Request	2019 Admin Recommend	2019 Adopted Budget
<u>Revenue</u>								
31111	Property Taxes							1404
34413	Recreation Programs	490	5,000	5,000	4,800	5,000	5,000	5,000
36101	Interest on Investments	17			20	20	20	20
36102	Interest on Loans				6,400	5,815	5,815	5,815
38216	Facility Rentals		9,750	9,750	4,785	9,750	9,750	9,750
39060	Sale of Property				29,224	29,809	29,809	29,809
	Total Revenue		507	14,750	14,750	45,229	50,394	50,394
<u>Expenditures</u>								
	<u>Personal Services</u>							
	<u>Total Personal Services</u>							
	<u>Non-Personal</u>							
201	Training, Conferences							
204	Other Contractual Services		4,300	4,300	1,800	4,900	4,900	4,900
207	Printing & Reproduction							
208	Books, Subscript., Dues							
218	Operational Supplies				500	250	250	250
221	Small Equipment	550			1,782	200	200	200
222	Janitorial Supplies	87			500	400	400	400
225	Other				80			
227	Public Information							
249	Utilities		2,500	2,500	2,000	2,000	2,000	3404
	Total Non-Personal		637	6,800	6,800	6,662	7,750	7,750
	<u>Capital Outlay</u>							
301	New Equipment							
	Total Capital Outlay							
	Total Expenditures		637	6,800	6,800	6,662	7,750	7,750
<u>Other Financing Sources (Uses)</u>								
39101	Transfer In - Other Funds							
	Lease - Activity Center		(17,812)	(17,812)	(17,812)	(17,812)	(17,812)	(17,812)
	Total Other Financing		(17,812)	(17,812)	(17,812)	(17,812)	(17,812)	(17,812)
Revenue less Expenditures		(130)	(9,862)	(9,862)	20,755	24,832	24,832	(10,792)
Fund Balance, January 1		8,679	8,679	8,679	8,679	8,549	29,305	29,305
Fund Balance, December 31		8,679	8,549	(1,183)	(1,183)	29,305	54,137	54,137
	2019 Year-End					(510)		
	Loan P&I	356,245						
	Payments	(71,248)						
	Balance	284,997						

CAPITAL PROJECTS FUND
Facilities & Equipment
Fund 404

Acct Number		2016 Actual	2017 Actual	2018 Adopted	2018 Amended	2018 Estimated	2019 Dept Request	2019 Admin Recommend	2019 Adopted Budget
Revenue									
31111	Property Taxes	-	35,000	60,000	60,000	60,000	61,750	61,750	61,750
36101	Interest on investments	-	-	-	-	-	-	-	-
38301	Donations	-	-	-	-	-	-	-	-
39120	Apply Fund Balance	-	-	-	-	-	-	-	-
	Total Revenue		35,000	60,000	60,000	60,000	61,750	61,750	61,750
Expenditures									
404-57190	General Government								
204	Contractual Services	10,722	36,939	17,000	17,000	23,000	27,000	27,000	27,000
208	Software/License Renewals	3,338	6,609	7,400	7,400	7,400	20,500	20,500	20,500
301	Community Signage	2,880	2,250	25,000	25,000	25,000	2,250	2,250	2,250
302	Computer network/servers	5,693	4,244	11,000	11,000	11,860	12,000	12,000	12,000
	Computers/printers	-	-	-	-	-	-	-	-
	Accounting Software	-	-	-	-	-	-	-	-
	Assessment Software	-	-	-	-	-	-	-	-
	Voting machines	-	-	-	-	-	-	-	-
	HVAC - storage room	-	-	-	-	-	-	-	-
	Subtotal - General	22,573	50,043	60,400	60,400	67,260	61,750	61,750	61,750
404-57324	Public Works								
204	Consulting	-	-	-	-	-	-	-	-
221	Small Equipment	-	-	-	-	-	-	-	-
260	GIS Support	-	-	-	-	-	-	-	-
302	Computer Network/Servers	-	-	-	-	-	-	-	-
	Computers/Printers	-	-	-	-	-	-	-	-
305	Replace HVAC	1,000	-	-	-	-	-	-	-
300	Land Acquisition-Snow Site	-	-	-	-	-	-	-	-
	Subtotal - DPW	1,000	-	-	-	-	-	-	-
404-57350	GIS								
204	GIS Consulting	-	-	-	-	-	-	-	-
221	Small Equipment	-	-	-	-	-	-	-	-
240	Computer Maintenance	-	-	-	-	-	-	-	-
260	Administration	-	-	-	-	-	-	-	-
301	CAD hardware/software	-	-	-	-	-	-	-	-
	Subtotal - GIS	-	-	-	-	-	-	-	-
302	Fire Department	-	-	-	-	-	-	-	-
305	SCBA Replacement	-	-	-	-	-	-	-	-
	Safety Center Roof	-	-	-	-	-	-	-	-
	Subtotal - Fire	-	-	-	-	-	-	-	-
	Total Expenditures	23,573	50,043	60,400	60,400	67,260	61,750	61,750	61,750
Other Financing Sources (Uses)									
39050	Sale of Property	-	-	-	-	-	-	-	-
39101	Transfer In - Other Funds	23,573	-	-	-	-	-	-	-
499	Transfer Out- Other Funds	-	-	-	-	-	-	-	-
39120	Apply Fund Balance	-	-	-	-	-	-	-	-
39311	Bond Proceeds	-	-	-	-	-	-	-	-
	Total Financing Sources	23,573	-	-	-	-	-	-	-
Revenue less Expenditures		(0)	(15,043)	(400)	(400)	(7,260)	-	-	30,000
Fund Balance, January 1		(5,549)	(5,549)	400	400	(20,592)	(27,852)	(27,852)	(27,852)
Fund Balance, December 31		(5,549)	(20,592)	-	-	(27,852)	(27,852)	(27,852)	568

Windows 10
 Server
 Board Room Technology

CAPITAL PROJECTS FUND
Tax Increment District #6
416-57600

Acct Number	Revenue	2016 Actual	2017 Actual	2018 Adopted	2018 Amended	2018 Estimated	2019 Dept Request	2019 Admin Recommend	2019 Adopted Budget
31112	TID Property Taxes			22,177	22,177	2,416			
33215	State Aid - Exempt PP						899,499	899,499	899,499
33310	County Grant								
34301	Other Charges for Services								
36101	Interest on Investments								
36102	Interest on Notes		124						
	Total Revenue						820	820	820
			124	22,177	22,177	2,416			
							900,319	900,319	900,319
Expenditures									
	Personal Services								
101	Salaries								
103	Social Security	12,913		58,336	38,336	31,020			
104	Retirement		972	2,933	2,933	2,373	2,455	2,455	2,455
105	Health Insurance		871	2,569	2,569	2,079	2,102	2,102	2,102
108	Other Benefit Expense		1,968	7,523	7,523	5,427	5,453	5,453	5,453
			135	561	561	395	437	437	437
	Total Personal Services		16,859	51,922	51,922	41,234			
							42,542	42,542	42,542
	Non-Personal								
204	Other Contractual Services	15,226				3,700			
225	Other Non-person	105					2,200	2,200	2,200
260	Administration	1,000	1,985	150	150	1,150			
261	Engineering	2,324				6,210	150	150	150
262	Legal/Audit	2,095	2,000	2,000	2,000				
265	Development - Nestle DC						3,060	3,060	3,060
	Development - CR Structures						721,885	721,885	721,885
	Development - Cherrylands Best						144,000	144,000	144,000
431	Other Interest								
	Total Non-Personal	20,750	3,985	2,150	2,150	31,330			
							871,295	871,295	871,295
	Capital Outlay								
305	Construction					129,603			
	Land Acquisition						1,858,760	1,858,760	1,858,760
	Streets/Utilities								
	Evergreen Dr								
	Storm water mgmt								
	Total Capital Outlay					129,603			
							1,858,760	1,858,760	1,858,760
	Total Expenditures	20,750	20,844	54,072	54,072	202,167			
							2,772,597	2,772,597	2,772,597
Other Financing Sources(Uses)									
37112	Developer Agreement								
39060	Sale of Real Estate								
39101	Transfer In - Other Funds								
39311	Bond Proceeds			31,895	31,895				
59000-499	Transfer to Other Funds		129,603						
59000-497	Transfer to Debt Service								
	Total Other Financing		129,603	31,895	31,895				
							1,858,760	1,858,760	1,858,760
	Revenue less Expenditures	(20,750)	108,883			(159,751)			
							(14,619)	(14,619)	(14,619)
	Fund Balance, January 1		(20,750)			68,133			
							(33,518)	(28,137)	(28,137)
	Fund Balance, December 31	(20,750)	68,133			(111,618)			
							(111,618)	(111,618)	(111,618)
							(125,136)	(125,136)	(125,136)
							(125,136)	(125,136)	(125,136)

Rec Center Lease is in Park Improvements
Boardwalk Grants - some in Deferred Revenue
CAPITAL PROJECTS FUND
Park Improvements
420-57620 Since project delayed

Village of Little Chute
REQUEST FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: Resident Mailbox Location and Effort for Street Reconstruction

PREPARED BY: James P. Fenlon, Administrator



REPORT DATE: January 31, 2020

EXPLANATION: Since our Public Information Meeting on street reconstruction on Homewood and Carol Lynn, there has been considerable discussion and effort by staff with the USPS. At present, the Engineering Department has worked with the USPS to identify a “staging area” for residents to relocate their boxes temporarily for delivery. There is always the option of the USPS holding mail at the Post Office.

In addition to that, it was requested by Trustee Peerenboom that we explore the Village of Little Chute providing the service for residents, whereby the village acquires mailboxes, fabricates a structure, places and removes for the residents. The idea that this effort would be done on future reconstructions as a benefit to our residents.

Staff reviewed this and determined it is something we could do. Very preliminary, we estimate the following for year 1:

- \$2,000 for mailbox acquisition
- \$500 - \$1,000 for materials and time fabricating a structure
- \$4,000 for the installation, maintenance, removal and storage (estimated 1 weeks of time for 2 personnel)

Year one cost would roughly be \$7,000. From there, we would estimate the annual cost to be \$5,000. Again, these are very rough estimates, just general averages. We have not included equipment costs as part of this either.

While the cost is relatively reasonable, the opportunity costs are something that gives staff concern. With the requirements for streets, sidewalks, I/I, storm, and other items all competing for limited staff resources, this effort will add pressure on a schedule of items that we would classify as imperative services. This service, while valuable to residents, would not fit nicely into the list of imperative services.

Ultimately, there is recognition that reconstruction is a disruption to residents who experience the process; there is no doubt about that. If the Board decides that this is a service you want to provide, staff will execute and do so in an exemplary manner. That being said, in consult with our leadership team, this effort is one that is not replicated in other communities and would not be identified as an imperative or critical service compared to the other requirements we need to execute.

RECOMMENDATION: It is the staff recommendation to coordinate efforts with USPS as identified above on present and future projects. We not recommend procuring, owning, maintaining, installing, and removing mailboxes on future projects.

Village of Little Chute
REQUEST FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: Personnel Manual Amendment – Policy 411 Leaves - Military Leave

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

REPORT DATE: January 31, 2020

EXPLANATION: In December 2019 we preliminarily discussed the Military Leave policy, which falls under Policy 411. Attached to this memo is the following:

1. DRAFT edits to Policy 411 for consideration and discussion.
2. Reference material from ETF regarding leaves of absence.
3. Reference material from WRS regarding military absence.

The DRAFT edits to the policy attempt to address the following instances:

1. Differential pay for activation for a period of 9 months in any calendar year – not required by state or federal law but many municipalities offer differing versions of this benefit.
2. Retainage of health insurance during activation – not required by state or federal law by many municipalities offer differing versions of this benefit.
3. Pension benefits obligations – Covered under state benefits and referenced in the attached WRS document.
4. Pay For Training for 10 days. One comment from the Finance Director and Payroll Specialist is that we should consider paying the employee over this time due to the rules of WRS. Essentially, employees are eligible for contributions on training, which would seem that fully compensating the employee on leave and requiring payment of military pay is more efficient than offering differential pay.

The goal of this discussing is to ensure you are aware of the proposal and offer you an opportunity to discuss or ask questions. Finally, this document is under review by legal counsel to ensure we are covered from any legal liability. Following final reviews, this will be back on the agenda for action on either February 19th or March 4th.

The Village of Little Chute's complete and current personnel manual can be found here for reference:

<http://www.littlechutewi.org/DocumentCenter/View/5357/2019-Personnel-Manual?bId=1>

RECOMMENDATION: Provided for discussion and feedback at this time.

POLICY 411 LEAVES – FAMILY, MEDICAL & MILITARY

1. Purpose. Child rearing, family illness, employee medical leave, and military call-to-duty and military caregiver leave are available to employees as specified below. The intent of this Policy is to comply with both the Wisconsin and federal Family and Medical Leave Acts. Should this policy conflict in any way with the applicable federal and state statutes or regulations, the statutes, or regulations will control.

2. Eligibility.

2.1 Employees who have been employed by the Village for twelve (12) months and who have worked one thousand (1,000) hours for state leave and one thousand two hundred and fifty (1,250) hours for federal leave during the preceding fifty two (52) weeks are eligible for the leaves provided under federal and Wisconsin law.

3. Length of Leave.

3.1 The federal Family and Medical Leave Law provides a combined total of twelve (12) weeks of family and medical leave for various purposes described below in a calendar year and an additional fourteen (14) weeks of military caregiver leave as described below.

3.2 Wisconsin law provides six (6) weeks of child-rearing leave, two (2) weeks of family illness leave, and two (2) weeks of employee medical leave in a calendar year.

3.3 Wisconsin, Federal, and Village leaves provided for the same purposes run concurrently; that is, they do not "stack." If the leave is a Village provided leave, plus federal and state FMLA leave as well, the leaves run concurrently. For example, an absence for a work or non-work related illness or injury that qualifies as employee paid time off or extended leave bank is also deducted from an employee's FMLA leave entitlements under the state and federal laws if the medical condition qualifies as a "serious health condition" under those laws.

4. Notice of Eligibility for and Designation of FMLA Leave.

4.1 Employees requesting FMLA leave are entitled to receive written notice from the Village telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: (1) their rights and responsibilities in connection with such leave; (2) the Village's designation of leave as FMLA qualifying or non-qualifying, and if not FMLA qualifying, the

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reasons why; and (3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

- 4.2** The Village may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Village's failure to designate leave as FMLA qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Village and employee can mutually agree that leave be retroactively designated as FMLA leave.

5. Employee FMLA Leave Obligations.

- 5.1** **Notice of the Need for Leave.** Employees who take FMLA leave must timely notify the Village of their need for FMLA leave. Employees should request FMLA leave in writing whenever possible. The following describes the content and timing of such employee notices.

- 5.1.1** **Content of Employee Notice.** To trigger FMLA leave protections, employees must inform the Village of the need for FMLA qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Village to determine that the leave is FMLA qualifying. For example, employees might explain that.

5.1.1.1 A specific medical condition renders them unable to perform the functions of their job;

5.1.1.2 They or a covered family member are under the continuing care of a health care provider for a specific medical condition;

5.1.1.3 A specific medical condition renders the family member unable to perform daily activities or that the family member is a covered service member with a serious injury or illness incurred in the line of duty;

5.1.1.4 They are pregnant or have been hospitalized overnight; or

5.1.1.5 The leave is due to a qualifying exigency caused by a covered military member being on active duty or called to active duty.

5.1.1.5.1 Calling in "sick," without providing the reasons for the needed leave, will NOT be considered sufficient notice for FMLA leave.

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- 5.1.1.5.2** Employees must respond to the Village's questions to determine if absences are potentially FMLA qualifying. If an employee fails to explain the reasons for FMLA leave, the leave may be denied. When an employee seeks leave due to FMLA-qualifying reasons for which the Village has previously provided FMLA-protected leave, he or she must specifically reference the qualifying reason for the leave or the need for FMLA leave.
- 5.1.2** **Timing of Employee Notice.** Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Village with notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave, without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

6. Basic FMLA Leave Entitlements.

6.1 Childbirth/Adoption Leave.

- 6.1.1** **Purpose.** Unpaid child rearing leave may normally be used within sixteen (16) weeks prior to, or within twelve (12) months following:
- 6.1.1.1 The birth of the employee's natural child; or
- 6.1.1.2 The placement of a child with the employee for adoption or as a precondition to adoption under section 48.90(2) of the Wisconsin Statutes, but not both; or
- 6.1.1.3 The placement of a child with the employee for twenty-four (24) hour foster care that is made by or with agreement of a government agency.

- 6.1.2** Length of Child Rearing Leave. No employee may take more than twelve (12) weeks of federal child rearing leave in a calendar year. In addition, no more than twelve (12) weeks leave can be taken for the birth of any one child. If both the mother and father of a child are employed by the Village, and they both desire child rearing leave, they are generally only entitled to a combined total leave of twelve (12) weeks. Child-rearing leave provided under federal law runs concurrently with the six (6) weeks of child-rearing leave provided under Wisconsin law.
- 6.1.3** Intermittent/Partial Leave Absences. For the first six (6) weeks of leave within sixteen (16) weeks prior to or after the child-rearing event (e.g., birth of child), an employee may take child rearing leave as an intermittent or as a partial absence from employment in increments of less than their full normal work day. An employee who does so will schedule the intermittent or partial absence so it does not unduly disrupt the Village's operations. To comply with this requirement, an employee is to provide the Village, in writing, with the employee's proposed schedule of intermittent or partial absences no less than one (1) week before the schedule of absences is to commence. The schedule must be of a sufficient definiteness that the Village is able to schedule replacement employees, if necessary, to cover the absences. Partial or intermittent leave must commence within sixteen (16) weeks before or after the birth, adoption, or foster placement of a child. Leave cannot be taken intermittently or as a partial absence before or beyond sixteen (16) weeks of the event, unless previously approved in advance. Rather, any remaining child-rearing leave must be taken in a single block.
- 6.1.4** Scheduling Child Rearing Leave. An employee is expected to submit a written request for child rearing leave no less than thirty (30) calendar days before the leave is to commence and must schedule the leave after reasonably considering the Village's needs. If the date of the birth, adoption, or foster care placement requires leave to begin sooner, the employee will provide notice as soon as practicable.

6.2 Family Illness Leave.

- 6.2.1** Purpose. Unpaid family illness leave may be used to care for the employee's spouse, child, parents, or spouse's parent (i.e., parent-in-law), or domestic partner as defined by law or a domestic partner's parent as defined by law, who have a serious health condition.

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6.2.2 Length of Family Illness Leave. No employee may take more than twelve (12) weeks of federal family illness leave for the employee's spouse, child, or parents in a calendar year. The federal leave generally runs concurrently with the two (2) weeks of family illness leave provided under state law in a calendar year. A maximum of two (2) weeks of family illness leave may be taken for a spouse's parent (i.e., a parent-in-law), a domestic partner, or a domestic partner's parent, in a calendar year, in addition to the twelve (12) weeks of federal FMLA leave.

6.3 Employee Medical Leave.

- 6.3.1** Purpose. Unpaid medical leave may be used by an employee who has a serious health condition which renders the employee unable to perform his or her job duties.
- 6.3.2** Length of Medical Leave. No employee may take more than twelve (12) weeks of federal employee medical leave in a calendar year. This leave generally runs concurrently with the two (2) weeks of employee medical leave provided under state law in a calendar year.

6.4 Military Call to Duty Leave.

- 6.4.1** Purpose. ~~Federal unpaid call to duty leave may be used as a result of a qualifying exigency arising from an employee's spouse, son, daughter or parent being on active duty or having been notified of an impending call or order to active duty status in the National Guard or Reserves in support of a contingency operation To describe the policies of the Village of Little Chute when employees take leave for military service or are activated for military service.~~
- 6.4.2** Policy. ~~It is the policy of the Village of Little Chute to grant military leave to all eligible employees and to provide for the reinstatement of said employees upon their return from military service in compliance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).~~

6.4.2.1 Employees of the Village, who are now or hereafter become members of a uniformed service, shall be granted leaves of absence during any period of active or inactive training or duty in such service.

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6.4.2.2 Employees, except temporary employees, taking leave for military service have a right to be reemployed upon their return provided the employees give the Village advance written or

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verbal notice of their service and submit appropriate documentation, unless giving such notice is impossible, unreasonable, or precluded by military necessity. In addition, employees must return for reemployment in a timely manner after conclusion of service and have not been separated from service with a disqualifying discharge or under other than honorable conditions.

- 6.4.2.3 Wages.** The Village shall provide limited differential pay to certain employees ordered to service in the U.S. Armed Forces or National Guard. Non-probationary officials and employees of the Village, and employees certified to permanent positions that have served at least 3 months on their probationary period are eligible for such pay. Individuals employed on a temporary, emergency, and/or limited term basis, are not eligible for differential pay. If the pay received by the eligible employee for the military service is less than the pay the employee would have received from the Village during such period, the Village shall pay the difference to the employee. Differential pay shall be paid for no more than nine months of service time per calendar year.
- 6.4.2.4 Health Insurance.** Employees activated to active military service beyond typical training periods will have the option to retain health insurance coverage as covered in Policy 601.
- 6.4.2.5 Pension Benefits.** For Wisconsin Retirement System (WRS) purposes, an employee leaving their job to perform military service is placed on unpaid military leave of absence. Neither the Village nor the employee is required to make WRS contributions during the employee's military leave of absence. The Village will make applicable employer-required contributions [and any employee-required contributions mandated under the terms of a collective bargaining agreement] upon the employee's return from active military duty and reemployment with the Village. Once an employee who is responsible for making the WRS employee-required contributions is no longer on active military duty and is reemployed with the Village, the employee may choose whether they will make up none, some or all of the missed WRS employee-required contributions. Any "make up" contributions shall be made beginning with the date of reemployment and ending on the earlier of: (1) three times the period of military service, or; (2) five years. The Village shall make employer-

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required contributions to match the contributions made by the employee. The Village will also fund any additional obligations, including interest that would have accrued on the employee- and employer-required contributions, once those contributions are made. Once the employee returns to work with the Village, the Village will submit the USERRA Certification form (ET-4560) with a copy of the employee's DD-214 or, if the employee did not receive a DD-214, based on the employee's length of military service, submit the employee's military orders.

6.4.2.6 Reinstatement. Employees, other than temporary employees who hold brief or non-recurrent positions and who have no reasonable expectation that their employment will continue indefinitely or for a significant period of time, are entitled to reemployment rights following uniformed service. Upon completion and release from active duty under honorable conditions, an employee shall be reinstated into the position held at the time of taking such leave of absence, with the same seniority, pay, status, and benefit rights they would have had if they had worked continuously, or to a position of like seniority, status, pay, benefits and salary advancement; provided however, that he or she is still qualified to perform the duties of his or her position or similar position.

6.4.2.7 Pay for Training. Employees of the Village, other than persons filling temporary appointments, who are required to attend training as members of the military service shall receive up to ten (10) days of pay per calendar year while attending said training. The first ten (10) days of leave taken will be applied in the sequential date order the leave is used within the calendar year. Employees' pay for the period of such leave, including travel time, shall be the difference between their salary or wages (without overtime), and basic military pay, if the military pay is the lesser. In the event the military pay meets or exceeds the employee's pay for the period of such leave, then no payment for salary or wages will be paid to the employee from the Village. The Village Administrator shall require the persons to furnish proof as to the number of days spent in active duty training, including travel time, and as to the amount of basic military pay by certified copy of the employees' orders, or in such other form as the Village Administrator may in his or her judgment deem acceptable, within 30 calendar days of reemployment. No adjustment in employees' total annual salary shall be made on account of the provisions of this section in

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reporting to the state retirement fund or group insurance board.

6.4.26.4.3 Qualifying exigencies may include attending certain military events, arranging for alternative child care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

6.4.3 Length of Leave. An eligible employee is entitled to twelve (12) weeks of call to duty leave in a twelve (12) month period.

7. Injured/Ill Servicemember Caregiver Leave.

7.1 Purpose. In addition to the basic FMLA leave entitlements discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember is entitled to take up 26 weeks of military caregiver leave during a single 12-month period to care for the servicemember with a serious injury or illness incurred in the line of duty.

7.1.1 A "covered servicemember" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. A member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness renders the servicemember medically unfit to perform duties of the member's office, grade, rank or rating.

7.1.2 "Next of kin" of a covered servicemember means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority. Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members will be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the

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designated individual will be deemed to be the covered servicemember's only next of kin.

- 7.1.3** **Length of Leave.** Leave to care for a servicemember will only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. For purposes of military caregiver leave, the single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember. A separate caregiver leave can be taken for each covered servicemember and/or for each new injury/illness.

Scheduling Family Illness/Employee Medical/and Military Caregiver Leave.

- 7.2** **Medical Necessity.** An employee may schedule family illness, employee medical, or military caregiver leave as medically necessary. An employee must consider the needs of the Village when scheduling leave. When medically necessary, an employee may take the leave as an intermittent or as a partial absence from employment in increments of less than their full normal work day. The lowest increment may be the lowest increment that the Village permits for any other type of leave, paid or unpaid. An employee who does so will schedule the intermittent or partial absence so it does not unduly disrupt the Village's operations. To comply with this requirement, an employee is to provide the Village, in writing, with the employee's proposed schedule of partial absences as soon as possible after the employee learns of the probable necessity of such leave.
- 7.3** **Planned Treatment.** When planning medical treatment, employees must consult with the Village and make a reasonable effort to schedule treatment so as not to unduly disrupt the Village's operations, subject to the approval of the health care provider. Employees should consult with the Village prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Village and the employee, subject to the approval of the health care provider. If an employee providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglects to fulfill this obligation, the Village may require the employee to attempt to make such arrangements, subject to the approval of the health care provider.
- 7.4** **Intermittent/Reduced Schedule Leave.** When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, employees must, upon request, advise the Village of the reason why such leave is medically necessary. In such instances, the Village and employee will attempt to work out a leave schedule that meets the employee's

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needs without unduly disrupting the Village's operations, subject to the approval of the health care provider.

8. Serious Health Condition/Medical Certification Supporting Need for Leave.

8.1 **Submission of Certifications.** Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications establishing that a "serious health condition" (described below) is involved and supporting their need for FMLA leave. As described below, there generally are three types of FMLA medical certifications: an initial certification, a recertification, and a return to work/fitness for duty certification.

- 8.1.1** It is the employee's responsibility to provide the Village with timely, complete and sufficient medical certifications. Whenever the Village requests an employee to provide a FMLA medical certification, the employee must provide the requested certification within 15 calendar days after the Village's request, unless it is not practicable to do so despite the employee's diligent, good faith, efforts. The Village will inform the employee if a submitted medical certification is incomplete or insufficient and provide the employee with at least seven calendar days to cure deficiencies. The Village may deny FMLA leave to an employee who fails to timely cure deficiencies or otherwise fails to timely submit requested medical certifications.
- 8.1.2** With the employee's permission, the Village (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify medical certifications. If an employee chooses not to provide the Village with authorization allowing it to clarify or authenticate a certification with a health care provider, the Village may deny FMLA leave if the certification is unclear and a serious health condition cannot be verified.
- 8.1.3** Whenever the Village deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

8.2 Types of Certifications.

- 8.2.1** **Initial Medical Certifications.** Employees requesting leave because of their own, or a covered relative's, serious health condition, or to care for a covered service member, must supply a medical certification

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supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If an employee provides at least 30 days' notice of medical leave, he or she should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

8.2.1.1 A "serious health condition" is considered to be a disabling physical or mental illness, injury, impairment, or condition involving any of the following.

- 8.2.1.1.1** Inpatient care in a hospital, nursing home, hospice, or residential medical facility; or
 - 8.2.1.1.2** Outpatient care that requires continuing treatment or supervision by a health care provider.
 - 8.2.1.1.3** The federal FMLA leave includes a more detailed and expansive definition of a "serious health condition" described in the medical certification form, which is provided to an employee if the employee is required to submit a medical certification form from his/her physician, certifying that a "serious health condition" within the meaning of law is involved.
 - 8.2.1.1.4** If the Village has reason to doubt an initial medical certification, it may require an employee to obtain a second opinion at the Village's expense. If the opinions of the initial and second health care providers differ, the Village may, at its expense, require an employee to obtain a third, final and binding, certification from a health care provider designated or approved jointly by the Village and the employee.
- 8.2.2** Medical Recertification. Depending on the circumstances and duration of FMLA leave, the Village may require an employee to provide a recertification of a medical condition giving rise to the need for leave. The Village will notify the employee if recertification is required and will give the employee at least 15 calendar days to provide medical recertification.

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- 8.2.3** **Return to Work/Fitness for Duty Medical Certifications.** An employee returning to work from FMLA leave that was taken because of the employee's own serious health condition that made the employee unable to perform his/her job duties must provide the Village with a medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position. The Village may delay and/or deny job restoration until an employee provides a requested return to work/fitness-for-duty certification.
- 8.3** Certifications Supporting Need for Military Family Leave.
- 8.3.1** Upon request, the first time an employee seeks leave due to a qualifying exigency arising out of the active duty or call to active duty status of a covered military member, the Village may require the employee to provide. (1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or called to active duty status and the dates of the covered military member's active duty service; and (2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. An employee will provide a copy of new active duty orders or other documentation issued by the military for qualifying exigency leaves arising out of a different active duty or call to active duty status of the same or a different covered military member.
- 8.3.2** When leave is taken to care for a covered service member with a serious injury or illness, the Village may require the employee to obtain certifications completed by an authorized health care provider of the covered service member. In addition, the Village may request that the certification submitted by the employee set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

9. Using Paid Leave While on Unpaid FMLA Leave.

- 9.1** **Wisconsin FMLA.** While on Wisconsin FMLA leave (including when running currently with federal FMLA leave), an employee may elect to use any accrued Village provided paid time while taking unpaid FMLA leave.
- 9.2** **Federal FMLA.** When solely utilizing federal FMLA leave, an employee may elect, or the Village may require, an employee to utilize certain accrued

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Village provided paid leave while on FMLA leave. For example, an employee may elect, or the Village may require, the use of accrued paid time off while on any type of FMLA leave. However, an employee's use of Village provided paid time off must comply with the terms and conditions of the Village paid time off policy.

- 9.3 The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave - the paid time runs concurrently with an employee's FMLA entitlement
- 9.4 Leaves of absence taken in connection with a paid or unpaid disability leave plan or worker's compensation injury/illness run concurrently with any FMLA leave entitlement. Upon written request, the Village may allow employees to use accrued paid time to supplement any paid disability or worker's compensation benefits.

10. Insurance and Benefits.

- 10.1 **Payment of Premiums.** While an employee is on FMLA leave, the Village will maintain group health insurance coverage under the conditions that applied before the leave began. If prior to the leave, the employee was required to participate in the premium payments, the employee is required to continue with payment of his/her share of the premiums while on leave. An employee's failure to make the required payments may result in termination of the employee's insurance coverage.
 - 10.1.1 Unless the Village notifies employees of other arrangements, whenever employees are receiving pay from the Village during FMLA leave, the Village will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Village.
- 10.2 **Termination of Benefits.** The Village's obligation to maintain health benefits will stop if and when. (1) an employee informs the Village of intent not to return to work at the end of the leave period; (2) the employee fails to return to work when the leave entitlement is used up; or (3) the employee fails to make any required payments while on leave after appropriate waiting periods and time periods as specified by law. The Village's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Village will send a letter notifying the

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employee that coverage will be dropped on a specified date unless the co-payment is received before that date.

10.3 **Recovery of Premium Payments.** If the Village chooses to do so, it may pay an employee's required premium payments while the employee is on leave. If the Village does so and an employee does not immediately repay the Village upon the employee's return to work, the Village will deduct the amount of the payments from the employee's paycheck.

10.3.1 The Village has the right to collect from an employee the health insurance premiums the Village paid during a period of unpaid leave if the employee does not return to work after the leave entitlement has been exhausted or expired. Such premium amounts may be deducted from any compensation owed to the employee upon termination of employment. An employee must return to work for at least thirty (30) calendar days in order to be considered to have "returned" to work. However, an employee's liability to repay health insurance premiums does not apply if his/her failure to return to work is due to a serious health condition or specific circumstances beyond the control of the employee.

11. **Return from Leave.**

11.1 An employee returning from family and/or medical leave can return to his or her old position, if vacant, at the time the employee returns to work. If the position is no longer vacant, the employee may be offered an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

11.2 The determination as to how an employee is to be restored to "an equivalent position" upon return from FMLA leave is made on the basis of established policies and practices, and provisions of the federal FMLA.

12. **Outside Employment.**

12.1 An employee who is solely utilizing ederal FMLA leave (i.e., Wisconsin FMLA leave has been exhausted) and/or a Village provided and approved leave, is prohibited from working for another employer while on federal FMLA leave.

Employees should contact the Administrator if they have any questions regarding this policy.

13. **Funeral Leave**

POLICY 411 LEAVES – FAMILY, MEDICAL, MILITARY & FUNERAL

Effective Date: January 20th, 2016

Revised Date:

Village of Little Chute
Employee Policy Manual

Bereavement (Funeral) Leave For Immediate Family - In the event there is a death in the immediate family of an employee, consisting of spouse, parent, grandparent, child, brother, sister, grandchild, mother or father in law, son or daughter in law, or legal guardian or anyone domiciled with the employee, and the employee attends the funeral service, such employee shall be granted up to a three (3) day leave of absence with full pay.

- 13.1** Bereavement (Funeral) Leave for Extended Family - Any employee shall be granted up to one day absence with pay in case of a death in the family of an employee's or spouses aunt, uncle, niece, nephew; spouses grandparents, brother-in-law, and sister-in-law, provided the employee was scheduled to work and attends the funeral service regardless of what day the funeral service is held.
- 13.2** Any extension of a bereavement leave beyond the time off provided above must be approved by the Department Head and authorized in written form. Extensions may be approved with unpaid leave or may be approved with vacation or comp time.

POLICY 411 LEAVES – FAMILY, MEDICAL, MILITARY & FUNERAL

Effective Date: January 20th, 2016

Revised Date:

Village of Little Chute
Employee Policy Manual



Local Employer Health Insurance Standards, Guidelines and Administration Manual

Department of Employee Trust Funds
P.O. Box 7931
Madison, WI 53713

Employer Communications Center
1-877-533-5020

etf.wi.gov

Chapter 8 — Leave of Absence

- 801 [Definition of a Leave of Absence](#)**
- 802 [Coverage Does Not Lapse While on a Leave of Absence](#)**
- 803 [Coverage Lapses While on a Leave of Absence](#)**
- 804 [Coverage During Layoff](#)**
- 805 [Coverage During Appeal of Discharge](#)**

801 Definition of a Leave of Absence (LOA)

801 A) Under Wis. Stat. § 40.02 (40), “Leave of absence” means any period during which an employee has ceased to render services for a participating employer and receive earnings and there has been no formal termination of the employer–employee relationship.

801 B) A return from a leave of absence under Wis. Stat. § 40.02 (40) is deemed to be the first day the employee returns to work if the employee resumes active performance of duty for 30 consecutive calendar days for at least 50% of the employee’s normal work time. If the employee does not complete 30 consecutive calendar days of duty, the employee is not deemed to have returned from leave and coverage will continue as an employee on leave of absence.

801 C) An employee on LOA is subject to the same eligibility and enrollment provisions as an active employee. The amount of EMPLOYER contribution toward PREMIUM for EMPLOYEES on approved leave of absence or LAYOFF shall be at the discretion of the EMPLOYER.

802 Coverage Does Not Lapse While on a Leave of Absence

802 A) Insured employees on an unpaid leave of absence (LOA) choose whether to continue health insurance coverage during their LOA. Employee coverage remains active as long as premiums are paid when due. After any EMPLOYER contribution, the insured EMPLOYEE is responsible for payment of the full PREMIUM that must be paid in advance. Each payment must be received by the EMPLOYER at least 30 days prior to the end of the coverage period for which PREMIUMS had previously been paid. Retroactive EMPLOYER refunds resulting from termination for non-payment of PREMIUM by the EMPLOYEE are not allowed.

802 B) The following applies to employees continuing their coverage during an approved LOA:

- (1) The maximum length of time coverage can be continued for an employee on LOA is 36 months. After 36 months or upon termination, whichever occurs first, the employee may continue coverage under continuation coverage (COBRA) regulations. (Refer to Chapter 9 for information on COBRA.)

- (2) Employer contributions made toward premium payment while an employee is on a LOA is at the discretion of the employer.
- (3) Regardless if the employee is paying the entire premium or an employee share, premiums must be paid in advance of the coverage month. This can be done by either a deduction from the last payroll check or by direct payment to the employer, e.g., personal check. Again, the employer must receive premium payments in advance of the coverage month.
- (4) Employees on a LOA remain active on the employers' invoice. Employers will be billed the premiums on their monthly invoice for each respective coverage month the employee remains on a LOA. Payments received from an employee on a LOA are to be made payable to the employer.
- (5) Employers must provide It's Your Choice information to employees on a LOA prior to the beginning of the designated It's Your Choice Open Enrollment period.
 - a) An employee on a union-service leave may continue coverage beyond 36 months until termination of the leave or the date that service with that labor organization ceases, whichever occurs first.
 - b) Employees continuing coverage while on LOA are not required to complete a *Health Insurance Application/Change Form* ([ET-2301](#)) upon return to work.

803 Coverage Lapses While on a Leave of Absence

803 A) Insured employees on an unpaid leave of absence (LOA) can choose to allow their health insurance coverage to lapse during their LOA. An employee may choose to allow their coverage to lapse by not paying the premium when due. If the employee files an application to cancel coverage they are not eligible to enroll upon return to work; the coverage must lapse, not be terminated voluntarily.

803 B) Any insured EMPLOYEE for whom coverage lapses, or who allows family coverage to lapse during the leave of absence but continues individual coverage, as a result of non-payment of PREMIUM may reinstate coverage by filing an application with the EMPLOYER within 30 days after the return to work. Coverage is effective the 1st day of the month on or after the date the EMPLOYER receives the application. The EMPLOYEE becomes eligible for the EMPLOYER contribution toward PREMIUM for the coverage month the leave of absence ends.

803 C) Employee allowed their health insurance coverage to lapse while on an approved LOA. The following applies upon returning to work and the employee chooses to reinstate coverage:

- (1) Employee must resume employment within 180 days after release from active military service, and complete and submit an application to their employer within 30 days after returning to work to enroll in coverage. Coverage is effective upon the date of re-employment. A full month's PREMIUM is due for that month if coverage is effective before the 16th of that month. Otherwise, the entire PREMIUM for that month is waived.
- (2) The employee is limited to the same health plan and level of coverage they were enrolled in prior to their LOA. See the three bullet points that follow for exceptions

to this requirement.

- (a) Employee may change coverage level if a qualifying event occurred during their LOA (e.g. marriage, birth, etc.). Refer to Chapter 4, subchapter 403 for information about other enrollment opportunities.
 - (b) Employee who moved while on a LOA may change health plans upon return to work.
 - (c) Employee who returns from a LOA that encompassed the entire previous It's Your Choice Open Enrollment period and files an application within 30 days of returning to work, may make changes to the coverage they had prior to their LOA.
- (3) Employee who did not file an application within 30 days of returning to work cannot re-enroll in coverage until the next It's Your Choice Open Enrollment period or when a qualifying event occurs (e.g. marriage, birth, etc.), whichever occurs first. Refer to Chapter 4, subchapter 403 other enrollment opportunities.
- (4) The coverage effective date for employees returning from Family Medical Leave of Absence (FMLA) is the date in accordance with federal law, that is, the employee returns to work provided an application is filed with the employer within 30 days of returning to work. EMPLOYEES shall also have the enrollment opportunities if the EMPLOYEE or a DEPENDENT loses eligibility for another health insurance plan or the EMPLOYER's contribution toward it while on leave of absence. Other coverage may be as a member of the US Armed Forces, or as a citizen of a country with national health care coverage comparable to the Access Plan. EMPLOYEES must file an application and provide evidence satisfactory to ETF of the loss of eligibility. A full month's premium is due for that month if coverage is effective before the 16th of the month. If coverage is effective on the 16th or later, the entire premium is waived for that month.

804 Coverage During Layoff

804 A) The following apply to employees on layoff status who do not allow health insurance coverage to lapse. Coverage may be continued during layoff with the following conditions:

- (1) Employer contributions toward premium payment during layoff are at the discretion of the employer.
- (2) Any insured EMPLOYEE may continue coverage during any EMPLOYER approved leave of absence or LAYOFF for up to 36 months. Insurance coverage may be continued beyond 36 months if the approved leave as provided for under Wis. Stats. § 40.02 (56) and 40.03 (6) (g).
- (3) Premiums, whether the entire monthly premium or the employee share, must be paid by the employee in advance of the coverage month. Premium payment can be either by deduction from the last payroll check or by direct payment to the employer, e.g., by personal check.
- (4) Employees on layoff are included on the employer's monthly invoice along with active employees and employees on LOA. Any payments received from employees on layoff should be made payable to the employer and included in your monthly premium remittance to ETF.
- (5) Employees on layoff during an entire It's Your Choice Open Enrollment period

must be given an It's Your Choice opportunity. It's Your Choice information should be sent to those employees who are on layoff prior to the beginning of the designated It's Your Choice Open Enrollment period.

- (6) Employees who do not allow their coverage to lapse while on layoff status are not required to complete a *Health Insurance Application/Change Form* ([ET-2301](#)) upon their return to work.

804 B) The following apply to employees on layoff status who allow health insurance coverage to lapse and choose to reinstate coverage upon return to work:

- (1) The employee must submit a *Health Insurance Application/Change Form* and is limited to the same health plan and level of coverage as before the layoff. The application must be received within 30 days of the employee's return to work. Coverage is effective the first of the month following the employer's receipt of the completed *Health Insurance Application/Change Form*. After 30 days, enrollment is limited to the It's Your Choice Open Enrollment period or if there is another qualifying event that occurs (e.g., marriage, birth, etc.).
- (2) The employee may change level of coverage only if a special enrollment opportunity (e.g., marriage, birth, etc.) occurs during the layoff. (Refer to Chapter 4, subchapter 403 for information about special enrollment opportunities.)
- (3) Employees moving to a different health plan service area during a layoff may change health plans.
- (4) An employee who returns from a layoff that encompassed the entire previous It's Your Choice Open Enrollment period will be allowed an open enrollment opportunity provided an application is filed with the employer within 30 days of the employee's return to work.

805 Coverage During Appeal of Discharge

805 A) An insured EMPLOYEE who has exercised a statutory or contractual right of appeal from removal or discharge from his or her position, or who within 30 days of discharge becomes a party to arbitration or to legal proceedings to obtain judicial review of the legality of the discharge, may continue to be insured from the date of the contested discharge until a final decision has been reached. Within 30 days of the date of discharge the EMPLOYEE must submit to the EMPLOYER the initial PREMIUM payment to keep the coverage in force. Additional payments may be made until a determination has been reached, but shall be submitted to the EMPLOYER at least 30 days prior to the end of the coverage period for which PREMIUMS were previously paid.

805 B) If the final decision is adverse to the EMPLOYEE, the date of termination of employment shall, for purposes of health care coverage, be the end of the month in which the decision becomes final by expiration without appeal of the time within which an appeal might have been perfected, or by final affirmation on appeal.

805 C) The PREMIUMS referred to in this section shall be the gross amount paid to the HEALTH PLAN for the particular coverage, including the pharmacy and administrative fees. The EMPLOYEE shall be required to pay any amounts normally considered the EMPLOYER position is sustained, the EMPLOYER shall refund to the EMPLOYEE any amounts paid in

excess of the normal EMPLOYEE contribution.

An insured employee appealing an employment discharge may continue to be insured from the date of the contested discharge until a final decision is made. The following apply:

- (1) The employer must receive the first premium payment within 30 days of discharge.
- (2) Future premium payments must be made through the employer and must be received in advance of the coverage month.
- (3) The employee must pay both the employee and employer share of premium due each month until the appeal is resolved.
- (4) The employee must continue to be reported along with active employees on the employer's monthly invoice. Any payments received from employees appealing a discharge should be made payable to the employer and included in the employer's monthly premium remittance to ETF.

In the event the appeal is decided in favor of the employee and the employee is made whole (as if the discharge did not occur), the employer must reimburse the employee for all employer shares of premiums paid by the employee during the course of the appeals process. The employer is not required to return the employer share in cases where the employee is not made whole but returns to work under the terms of the final agreement.

In the event an appeal reinstates an employee who allowed coverage to lapse during the appeal, the employee may reinstate coverage provided the employee re-applies for coverage within 30 days of the return to work.

If the final decision is adverse to the employee, the date of termination shall, for purposes of health care coverage, be the end of the month in which the decision becomes final.

If the discharge is for reasons other than gross misconduct, the employee is eligible to continue health insurance for the balance of 18 months from the original termination date (the balance of the continuation period). If the discharge is for gross misconduct, the employee is eligible for conversion coverage and should contact the health plan for information on benefits, rates and policy provisions. (Refer to Chapter 10 for information about continuation and conversion.) In either case, a *Continuation-Conversion Notice* ([ET-2311](#)) must be provided to the employee using the original discharge date.

MILITARY SERVICE CREDIT

OLD LAW PROVISIONS (TEACHERS ONLY)

It is also possible to receive credit for:

1. Service between September 16, 1940, and June 30, 1966, in the Merchant Marines, overseas with the American Red Cross, or the United Service Organization, if the service was a break in continuous employment as a teacher with Milwaukee Public Schools.
2. Service as an Army Instructor or instructor-in-training during World War II or between June 26, 1950, and June 30, 1966, if the service was a break in continuous Wisconsin teaching under the STRS. As described earlier, payment is required in order to receive credit.

USERRA

You may also be eligible for additional WRS credit if you assert your rights under the **federal Uniformed Services Employment and Reemployment Rights Act (USERRA)**. To receive credit under USERRA, you must:

1. Have left covered WRS employment to enter military service, and notified your employer that you were leaving to enter the military; and
2. Meet one of the following criteria:
 - If you were in the military for less than 31 days, you must have reported back to work with the same WRS employer on the next regularly scheduled workday after adequate travel and rest time.
 - If you were in the military for 31 to 180 days, you must have applied for reemployment with the same WRS employer within 14 days after completing your military service.
 - If you were in the military for more than 180 days, you must have applied for reemployment with the same WRS employer within 90 days after completing your military service; and
3. Leave the military under honorable conditions and provide a copy of your military discharge papers and earnings statement to your WRS employer.

If you qualify for credit under USERRA, you would need to complete a **USERRA Certification (ET-4560)** form and submit it to your employer. On that form, your employer would include deemed hours and earnings related to your military leave of absence and submit that form to ETF. Your WRS account would then be credited with service related to that absence. With respect to your retirement contributions, unless there were a collective bargaining agreement in place providing that your employer would pay the WRS employee-required contributions on your behalf, you would be responsible for making the WRS employee-required contributions. Upon return to employment with your pre-military service employer, you would have the choice to make up all, some or none of the employee-required contributions related to your military leave of absence. Your employer would be responsible for matching those contributions, and for paying any accrued interest on both the employee- and employer-required contributions. USERRA allows for employee-required make-up contributions to a contributory defined benefit plan such as the WRS to be made beginning with the date of reemployment and ending on the earlier of: (1) three times the period of military service; or (2) five years. USERRA specifies that make-up contributions are only allowed while you are employed with your pre-service employer.

In order to preserve any USERRA rights that you may have, it is important that you assert them as soon as possible upon your return to work with your WRS employer.

If you took a separation benefit before returning to work with your WRS employer and you assert your USERRA rights, you will be deemed to have been continuously employed by your WRS employer throughout your period of military service. Therefore, your separation benefit is considered to have been paid in error and is considered an overpayment. Your account is restored as though you had never taken the separation benefit, and **you must repay your separation benefit plus interest**. If you have already bought back part or all of your forfeited service, your service purchase payment(s) will be applied to your overpayment.

Contact the Department of Employee Trust Funds

Visit us online at etf.wi.gov

Find Wisconsin Retirement System benefits information, forms and publications, benefit calculators, educational offerings, e-mail and other online resources.

Call us toll free at 1-877-633-6020 or 608-266-3285 (local Madison)

Benefit specialists are available 7:00 a.m. to 5:00 p.m. (CST) Monday-Friday

Self-Service:

Order forms and brochures, change your address information

or tax withholding 24 hours a day, 7 days a week.

Wisconsin Relay Service

for hearing and speech impaired: 7-1-1

1-800-447-3529 (English), 1-800-833-7813 (Spanish)

Write or Return Forms

P.O. Box 7931
Madison, WI 53707-7931

Visit by Appointment

7:45 a.m. to 4:30 p.m.



ELIGIBILITY REQUIREMENTS

You may be eligible to receive Wisconsin Retirement System (WRS) creditable service for part or all of your active U.S. military service. This service may increase your WRS benefits for calculations in which years of creditable service are used, such as formula retirement, WRS disability and certain death benefits.

To receive military service credit under Wisconsin law, you must provide a photocopy of your military service discharge papers (such as DD-214 or equivalent). They *must* show your date of entry, period(s) of active duty service and your date of discharge from active duty under the functional control of the U.S. armed forces. Your discharge *cannot* be dishonorable. You may be eligible for credit for service aboard an oceangoing vessel in the U.S. Maritime Service, including the Merchant Marines, from December 7, 1941, to August 15, 1945. Active duty for training purposes (ACDUTRA) in the military reserves and the National Guard is *not* creditable under the WRS.

Generally, there are three ways in which someone may receive WRS military service credit:

1. Credit for military service prior to 1974.
2. Credit for military service that was a break in continuous WRS-covered employment.
3. Credit under the federal Uniformed Services Employment and Reemployment Rights (USERRA) law.

ACCEPTABLE MILITARY PAPERS

Although credit for active military service under Wisconsin law is generally not granted until you apply for your retirement or WRS disability benefit, you can submit a copy of your military discharge papers at any time before you retire. If Employee Trust Funds (ETF) has received your acceptable military papers before we calculate your benefit estimates, your *potential* military service credit will be used for the estimates. We recommend that you **submit a copy of your military discharge papers before you apply**. There are statutory limits on how long after your benefit begins that ETF can grant military service.

We recommend that you submit a copy of your discharge papers even if it appears likely that your benefit will be higher under the money purchase calculation based on your total account balance. Refer to the *Calculating Your Retirement Benefits* booklet (ET-4107) for details about formula and money purchase benefit calculations.

Note: Military service will not be shown on your annual *Statement of Benefits* unless it was a break in continuous covered WRS employment or under USERRA (see those sections).

You can get a copy of your military discharge papers (DD-214 or equivalent) from:

- The National Archives at <http://www.archives.gov/>
- Your County Veterans Service Officer.
- The Wisconsin Department of Veterans Affairs Records Section at:

P.O. Box 7843, Madison, WI 53707,
(608) 266-1311, 1-800-947-8387, or
<http://dva.state.wi.us/Ben-Medals.asp>

GRANTING MILITARY SERVICE CREDIT

► If you terminated covered WRS employment on or after January 1, 1982, but before March 9, 1984, you will be granted credit for active military service performed **before 1974**. You *must* have at least 20 years of creditable service (excluding any previously granted military service, unpaid leave time, forfeited service, or a non-covered qualifying period that has not been purchased) under the WRS. You can receive up to a maximum of four years military service credit.

OR

► If you terminate(d) covered WRS employment on or after March 9, 1984, you will be granted credit for active military service performed **before 1974** based on your WRS service. You must have 5 to 20 years (or more) of creditable service (excluding any previously granted military service, unpaid leave time, forfeited service, or a non-covered qualifying

period that has not been purchased) under the WRS. You can receive one year of military service credit for each five years of creditable service, up to a maximum of four years.

You may be able to buy creditable service for a qualifying period, certain uncredited teaching service, or service you forfeited by taking a separation benefit. This may increase your military service credit. Refer to *Buying Creditable Service* (ET-4121), which describes the types of creditable service that can be purchased.

To be eligible for military service credit under these provisions, you must not be using the military service to establish the amount of, or entitlement to, a federal non-disability retirement benefit other than Social Security or reserve military retirement. You will be required to sign an affidavit to this effect after you submit your retirement or WRS disability application. This affidavit requirement is waived if:

- You had 20 years of non-teaching creditable service before 1982.

OR

• You left Wisconsin teaching to enter military service during World War II or between June 26, 1950 and June 30, 1966 and returned to Wisconsin teaching upon honorable discharge. You must also have contributed to the State Teachers Retirement System (STRS) after August 4, 1951. You will be required to pay the member's deposits (based on the salary you received during the first fiscal year of teaching following your return) for the period of military service in order to obtain credit.

ETF will prorate the military credit granted if you have WRS service in more than one employment category. ETF will apply the credit to your employment categories based on your WRS service as of when you reached the greatest of 5, 10, 15 or 20 years. For example, if you reached 20 years of creditable service—10 years were teaching/general and 10 were protective—one-half of your military service would be credited to teaching/general and one-half to protective employment.

In addition to prorating military service to your employment categories, when you worked under the WRS will also affect how your military service credit is applied for formula benefit purposes. The *formula multiplier* differs by employment category and also by when the years of WRS employment were performed. If you were actively employed under the WRS after 1999, higher formula multipliers apply to your service performed before 2000. However, if you terminated all WRS employment before January 1, 2000, lower formula multipliers apply to all of your creditable service. Please refer to the *Calculating Your Retirement Benefits* brochure (ET-4107) for more information.

The formula multipliers for pre-2000 service apply to the years of creditable military service based solely on your years of WRS service performed before 2000. The post-1999 formula multipliers apply to any additional military service credited based on your years of WRS service performed after 1999. Pre-2000 service forfeited after 1999 that you purchase is credited as service after 1999.

BREAK IN CONTINUOUS COVERED EMPLOYMENT

You are eligible for military service credit if you left covered employment to enter military service and returned to the same employer within 180 days after being discharged. Military service may also be used toward a federal benefit if you meet these requirements.

Note: If you closed your account by taking a separation benefit before returning to work for your WRS employer, you are not eligible for military service credit under this state law provision.

Upon return from the military, you must provide copies of acceptable military discharge papers to ETF.

Continuous military service is available in addition to any other military service granted based on 5 to 20 years of WRS service for active duty military service performed before 1974. However, you are limited to a total of four years of military service credit unless your continuous military service was involuntarily extended past four years.

Information Regarding Wisconsin Retirement System (WRS) Service Credit, Contributions and USERRA

WRS Employee Information

2011 Wisconsin Acts 10 and 32 altered how the Department of Employee Trust Funds processes employee- and employer-required contributions related to a military leave of absence. One important change is that without a collective bargaining agreement with provisions to the contrary, the acts provide that the employee is responsible for making Wisconsin Retirement System employee-required contributions. Payroll deductions for active state employees began with the pay period from July 31, 2011 to August 13, 2011. Local employers typically began deducting money for the WRS employee-required contributions on or after the first pay period after July 31, 2011.

If an employee is covered by a collective bargaining agreement under which the employer will pay the total WRS employee-required contributions, the employee will receive contributions and service credit for the time when he or she was on a military leave of absence.

If an employee is not covered by a collective bargaining agreement under which the employer will pay the WRS employee-required contributions, when that employee returns to employment with his or her pre-military service employer, the employee will have the choice whether to make up all, some or none of the total WRS employee-required contributions dating to the employee's military leave of absence. USERRA allows for employee-required contributions to a contributory defined benefit plan, such as the WRS, to be made beginning with the date of reemployment and ending on the earlier of: (1) three times the period of military service, or (2) five years, whichever is earlier.

With respect to service credit, an employee will receive WRS service credit for up to five years (for federal exceptions to the five-year limit, please visit the U.S. Department of Labor website at www.dol.gov/vets, or contact ETF toll free at 1-877-533-5020) of eligible military service whether that employee chooses to make up all, some or none of the employee-required make-up contributions. That employee may also be eligible for up to four years of continuous military service credit under Wis. Stat. Sec. 40.02(15)(a). There are exceptions to that four-year limit. (Wis. Stat. Sec. 40.02(15)(a)4. allows for additional years of service credit if the employee's military service is involuntarily extended for longer than four years.) For information on military service credit related to service prior to 1974, please see ETF's [Military Service Credit \(ET-4122\)](#) brochure. Based on the variety of ways through which an employee may receive military service credit, even if you believe you may have exceeded either the five-year maximum under USERRA or the four-year maximum under Chapter 40 of the Wisconsin statutes, please contact ETF to verify that there would be no applicable exceptions to those time limits.

In order to ensure that an employee receives his or her rights under USERRA, the employee should fill out the employee section of the attached form (Section A), and submit that form to his or her employer with a copy of the employee's DD-214, or if the employee did not receive a DD-214 based on the length of service, a copy of his or her military orders.

WRS Employer Information

When an employee leaves his or her job to perform services in the uniformed services after Acts 10 and 32, employers are required to place employees on an unpaid military leave of absence for leaves of more than 30 consecutive days. The only exceptions would be employees with a current collective bargaining agreement that requires the employer to pay the total WRS employee-required contributions. Employees for whom the employer is required to pay the total employee-required contributions may be reported as active employees or employees receiving differential pay. Differential pay refers to when an employer pays the difference between the employee's military pay and civilian pay when the military pay is less. Differential pay is mandatory for state employees in many circumstances and is optional for local employers.

USERRA does not require an employer to make employer-required contributions until the employee returns from active military duty and is reemployed with that same employer. Once the employee is no longer on active military duty and is reemployed with his or her pre-military leave of absence employer, the employee may choose whether he or she will make up none, some or all of the missed WRS employee-required contributions. The employer is required to make employer-required contributions to match the contributions made by the employee. The employer is also required to fund any additional obligations, including interest that would have accrued on the employee- and employer-required contributions, once those contributions are made.

Once an employee returns to work with his or her pre-military leave of absence employer, the employer is required to submit the [USERRA Certification \(ET-4560\)](#) form with a copy of the employee's DD-214 or, if the employee did not receive a DD-214, based on the employee's length of military service, submit the employee's military orders. Also, continue to send the employee's leave and earnings statements when the employee returns to his or her position with the employer.

Please contact ETF's Employer Communication Center with questions or concerns at
1-877-533-5020 or via email at ETFSMBEmployerWRS@etf.wi.gov.

Uniformed Services Employment and Reemployment Rights Act (USERRA) Certification Form Instructions

Please read instructions before completing this form. Make a copy for your records, and then submit this form to your employer.

Important Considerations:

To qualify for Wisconsin Retirement System pension rights under USERRA, the employee must meet all of the following criteria:

1. The employee must notify his or her employer that the employee is leaving his or her job to perform service in the uniformed services.
2. Once the employee's period of active military duty ends, the employee must return to his or her pre-military service employment with the employee's WRS employer in a timely manner.
3. The employee's cumulative period of service must not have exceeded five years, with certain exceptions. (For more information on exceptions to the five-year limit, please visit the U.S. Department of Labor website at www.dol.gov/vets or contact the Wisconsin Department of Employee Trust Funds (ETF) at toll free 1-877-533-5020.)
4. The employee must not have been separated from military service with a disqualifying discharge or under other than honorable conditions.
5. The employee must submit this form to his or her employer for certification.
6. The employee must have the employer submit this form to ETF.

Employee Instructions:

The employee is responsible for filling out Section A. Please read through Section A, then fill in the member information, including name, address and phone number. Next, sign and date the form, then submit it to the employer with a copy of your DD-214, or, if you did not receive a DD-214 based on the length of service, a copy of your military orders or any other military-issued paperwork reflecting your entry and discharge dates and that your service was other than disqualifying under 38 U.S.C. 4304.

Employer Instructions:

The employer is responsible for filling out Sections B and C. Employers, please:

- Review the certification form to ensure the employee has completed Section A.
- Sign and date the form in the employer certification section, Section B. By signing, the employer certifies that the employee has met all of the qualifications for reemployment under USERRA.
- List the USERRA-qualifying time period in Section C.
- Fill in the employee's deemed hours and earnings for each year that the employee was on a military leave of absence in Section C. If additional space is needed, attach an extra sheet with the employee's deemed hours and earnings for each additional year. Do not include the actual hours and earnings worked. Deemed hours and earnings are the hours of service and the earnings that the employee would have received had they'd been actively employed instead of being out on their active military leave of absence. Be sure to include any pay increases or other WRS-reportable earnings the employee would have been entitled to receive during their active military leave of absence.
- Submit form via mail, secure fax or email to ETF:

Wisconsin Department of Employee Trust Funds
P.O. Box 7931
Madison, Wisconsin 53707-7931

Employer Communications fax number: 608-266-5801

Email: ETFSMBEmployerWRS@etf.wi.gov

Department of Employee Trust Funds
 PO Box 7931
 Madison, WI 53707-7931

USERRA Certification

Section A: Employee Information

Employee Name		Social Security Number
Mailing Address		ETF ID Number
City, State, ZIP code	Email (Optional)	Phone Number

I understand that I have the option of paying back all, some or none of the Wisconsin Retirement System employee-required contributions dating to the military leave of absence for which I am electing my rights under USERRA. If I choose to make up some or all of the employee-required contributions, I understand that I will need to contact my employer to arrange to have my employer make up contributions deducted from my payroll.

Yes No

I have attached a copy of my DD-214 or other military paperwork.

Signature _____ Date _____

*ETF cannot predict what impact, if any, the making-up of missed WRS employee-required contributions may have on an individual's retirement benefits.

Section B: Employer Certification

I hereby certify that the employee above has met all of the qualifications for reemployment under the Uniformed Services Employment and Reemployment Act (USERRA) 38U.S.C.4301-4333.			
Yes <input type="checkbox"/>	No <input type="checkbox"/>		
<input type="checkbox"/> <input type="checkbox"/> This employee is subject to differential wage payments. <input type="checkbox"/> <input type="checkbox"/> Employer and employee contributions were paid in full prior to submission of USERRA certification. (Applicable only when full contributions are paid under a collective bargaining agreement, differential pay, or within same or next monthly remittance.)			
Employer Number _____ Employer Name _____			
Certifying Person's Name _____ Title _____			
Signature _____	Date _____	Phone _____	Ext. _____

Section C: Qualifying Time Period

Fill out one row for each qualifying calendar year. Based on 2011 Wisconsin Act 10, for calendar year 2011, please complete two rows. The first row should include pre-Act 10 employee category information, and deemed hours and earnings. The second row should include post-Act 10 employee category information and deemed hours and earnings. Do not include the actual hours and earnings worked. See ER instructions for additional information.

Leave Date: _____ Return Date: _____

Employee Category	Last date of employment or paid leave prior to USERRA-qualifying time (MM/DD/YYYY)	First date of employment or paid leave following USERRA-qualifying time (MM/DD/YYYY)	Teachers/Judges/ Educational Support Personnel Only (January–June)			Calendar Year-to-Date (All Employees, Including Teachers, Judges & Educational Support Personnel)		
			Fiscal Hours of Service	Fiscal Earnings	Employee-Required Contributions	Calendar Hours of Service	Calendar Earnings	Employee-Required Contributions

In compliance with the Americans with Disabilities Act, ETF will provide help filling out this form upon request. You may request help by calling 1-877-533-5020 or 608-266-3285 local to Madison.

CHAPTER 22 – UNIFORMED SERVICES SUBJECT TO RETIREMENT CREDIT

- 2200 Uniformed Services Employment and Reemployment Rights Act of 1994**
- 2201 Uniformed Services**
- 2202 Examples of Military Service**
- 2203 Periods of Uniformed Service when Employees Become Eligible for Retirement Credit**
- 2204 Retirement Credit**
- 2205 Employee Responsibility to Receive Military Service Credit**
- 2206 Employer Reporting**
- 2207 Death Benefits for Certain Inactive WRS Participants (HEART Act)**

2200 Uniformed Services Employment and Reemployment Rights Act of 1994

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) is a federal law providing certain pension rights to employees returning from uniformed service. USERRA generally provides service credit and Wisconsin Retirement System (WRS) contributions related to a military leave of absence when an employee leaves a WRS-covered position with an employer for active military duty and returns to that same employer within a specific time frame.

The United States Department of Labor considers USERRA to be a restatement and clarification of veterans' reemployment rights laws dating back to 1940. USERRA's reemployment provisions were effective December 12, 1994. Prior to that date, previous federal or state veterans' reemployment rights laws may apply.

Note: Refer to subchapter 2001 for other Military Service credit.

2201 Uniformed Services

- Armed Forces
- Army and Air National Guard, when engaged in active duty for training, inactive duty training or full-time National Guard duty
- Commissioned corps of the Public Health Service
- Any other category of persons designated by the President in time of war or emergency

2202 Examples of Military Service

- | | |
|---|--|
| <ul style="list-style-type: none">• Army• Army Reserve• Marine Corps• Marine Corps Reserve• Air Force | <ul style="list-style-type: none">• Air Force Reserve• Navy• Navy Reserve• Coast Guard• Commissioned Officer of U.S. Public Health Service |
|---|--|

2203 Periods of Uniformed Service when Employees Become Eligible for Retirement Credit

- Active duty
- Active duty for training
- Inactive duty for training which includes weekend drills if part of normal work schedule
- Annual training
- Training for which orders were given
- Volunteer or required active duty military service or training
- Time a person is absent for the purposes of a fitness exam

2204 Retirement Credit

USERRA provides WRS service credit and contributions in the amount the employee would have received had the employee been continuously employed with their WRS participating employer.

WRS Contributions

The employee has the choice to make up none, some, or all of the employee-required contributions (EERC) related to the military leave. Upon reemployment, the employee is responsible for paying any missed WRS EERC they chose to make unless the employee had been covered by a collective bargaining agreement providing that the employer would make those contributions. Employers must submit WRS Employer-Required Contributions (ERRC) to match the EERC the employee made up. The employer is also required to fund any additional obligations, including interest that would have accrued on the ERRC and EERC, once those contributions are remitted.

USERRA allows for make-up EERC to the WRS to be made beginning with the date of reemployment and ending on the earlier of three times the period of military service or five years. USERRA specifies that make-up contributions are only allowed while the returning employee is employed with the pre-military service employer.

The deemed earnings are based on the WRS contributions made up by the employee. Deemed earnings are the earnings the employee would have made had the employee not been absent from work to fulfill obligations in the uniformed services. The computation is not based on what the employee earned from the uniformed service. To determine deemed earnings, employers should take the contribution amount that the employee made up and divide it by the contribution rate.

- For example: Joanne goes on a military leave in 2019. The EERC rate for 2019 is 6.55%. She returns to work and makes up \$1,000 in employee contributions. Joanne will not make up anymore EERC. To determine the corresponding deemed earnings, the employer takes \$1,000 and divide it by the 6.55% rate ($1,000/0.0655$) to get deemed earnings of \$15,267.18.

WRS Service Credit

The returning employee will receive WRS service credit for time spent on active military duty as though the employee had been continuously employed with their WRS-participating employer.

whether or not any make-up contributions are made. With limited exceptions, the maximum amount of USERRA credit an employee may receive is five years (for federal exceptions to the five-year limit, please visit the U.S. Department of Labor website at www.dol.gov/vets/ or contact ETF toll free at 1-877-533-5020)

To apply for USERRA credit, the employee and employer must submit the [USERRA Certification Form \(ET-4560\)](#) with military documentation to ETF. When the [USERRA Checklist \(ET-2573\)](#) is filled out, please send a copy of the form to ETF.

Note: In the event your returning employee refuses to sign form ET-4560, the employer should complete Sections B and C, validating that the employee was on active military leave. Also, indicate on the form that the returning employee refuses to sign the form. The employee will then receive service credit through USERRA.

2205 Employee Responsibility to Receive Military Service Credit

For employees to receive USERRA credit for their military service, they must meet the following conditions:

1. Notify the employer that they are going on military leave, unless such notice was precluded by military necessity or otherwise impossible or unreasonable.
2. Leave the military under honorable conditions.
3. Return to the same employer within the following time limits, unless that timely return or re-application for employment was impossible or unreasonable, for leaves which are one of the following:
 - Fewer than 31 days; return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight-hour rest period.
 - 31 to 180 days; service member must submit an application for reemployment within 14 days of release from service. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
 - More than 180 days; an application for reemployment must be submitted within 90 days of release from service.
 - Service-connected injury or illness: Reporting or application deadlines are extended for up to two years for persons who are hospitalized or convalescing.
4. Provide the employer with a copy of military papers showing the date of entry and the date of discharge.

For more information about USERRA reporting requirements, please refer to the United States Department of Labor website at www.dol.gov.

To receive WRS credit, the employer and employee must submit the [USERRA Certification Form \(ET-4560\)](#), along with military documentation, to ETF.

2206 Employer Reporting

Prior to the implementation of 2011 Wisconsin Act 32, ETF provided employers with two reporting options for employees electing their USERRA rights for their military leave:

1. Place the employee on an unpaid leave of absence
- Or
2. Continue to report the employee's deemed hours and earnings as if the employee were an active employee.

Act 32 altered how ETF processes employee and employer required contributions related to a military leave of absence. Absent a collective bargaining agreement with provisions to the contrary, the Acts provide that the employee is responsible for making WRS employee required contributions. As a result, if an employee is not covered by a collective bargaining agreement under which the employer pays the total amount of the employee required contributions, employers may no longer continue to report an employee on military leave as an active WRS employee and remit contributions on that employee's behalf.

ETF offers the following guidelines for employers with employees currently on a military leave of absence, or with employees who left on a military leave of absence subsequent to the effective date of the WRS Employee-Required Contribution (EERC) payroll deductions in August of 2011:

1. If the employer is required to continue to pay the WRS EERC due to a collective bargaining agreement, the employer may continue to report that employee as active and remit both the WRS Employer-Required Contribution (ERRC) and EERC. Refer to [Chapter 7 Contribution Rates](#) of this manual for situations in which an employer may pay the EERC.

Or

2. If the employee is required to pay their own EERC and is going to perform uniformed services for more than 30 consecutive days, the employer must place that employee on a military leave of absence, by completing a P050-LOA Military Union Leave transaction. No WRS ERRC or EERC are remitted when the employee is on military leave.

Note: If the employee is performing uniformed services for less than 30 consecutive days due to weekend trainings or similar short-term drills where the employee would have otherwise worked, report the employee according to the employer's provision to ensure employee is receiving full credit for USERRA. A P050 - LOA transaction is not necessary. Contact ETF if you have any questions.

When the employee returns to work they have a choice whether to make up none, some, or all of the missed EERC, provided that they were not covered under a collective bargaining agreement where the employer would pay the EERC. The employer must then match whatever contributions the employee makes up.

Once an employee returns to work with their pre-military leave of absence employer, the employer is required to submit the [USERRA Certification Form \(ET-4560\)](#) along with a copy of military-issued papers reflecting the employee's entry and discharge dates, such as the employee's DD-214. The employer should complete and submit the [USERRA Checklist \(ET-2573\)](#) to notify ETF of military service that will be reported for an employee. The ET-2573 will provide information on reporting requirements for current year EERC and prior year EERC.

For more information, please see the instructions available on [ETF's website](#) or contact the Employer Communication Center toll free at 1-877-533-5020 or locally at 608-266-3285.

2207 Death Benefits for Certain Inactive WRS Participants (HEART Act)

On June 17, 2008, the federal “Heroes Earnings Assistance and Relief Tax Act” (HEART Act) became effective. This federal legislation is retroactive to January 1, 2007 and affects the death benefits payable to the survivors of participants who die as “inactive” Wisconsin Retirement System (WRS) participants while on active military duty.

“Inactive” WRS death benefits consist of the employee required contribution balance plus any voluntary additional contributions. “Active” WRS death benefits generally include the employee required contribution balance plus a matching amount of employer contributions, and any voluntary additional contributions.

Under the HEART Act, when a WRS participant terminates employment to enter the military and then dies in active military service, the death benefit must be calculated as though he/she returned to employment on the date of death and treated as an “Active” WRS death.

This means that the WRS death benefit would also include the matching employer contributions, which, in most situations, will double the death benefit.

Since the HEART Act is retroactive to January 1, 2007, it applies to deaths that occurred on or after that date.

Note: If the participant was on a leave of absence during the period of military service (rather than terminated), and died while on a leave of absence, the HEART Act has no effect because the death benefits will already be calculated as a death in “Active” WRS employment.

For questions regarding the HEART Act, contact the Employer Communication Center toll free at 1-877-533-5020 or locally at 608-266-3285.

Village of Little Chute
REQUEST FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: Special Event Permits

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

REPORT DATE: January 30, 2020

ADMINISTRATOR'S REVIEW/COMMENTS:

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

EXPLANATION: Village staff has been reviewing our special event permit process to help make the process more transparent, consistent, and streamlined. The Village provides services to several current special events throughout the year. The Village needs to determine how much we would like to charge for special events. Currently, Little Chute non-profits have been covered 100% by the Village for all Village equipment and staff hours.

EVENTS

- LC Diamond Club Mustang Scamper – 100% Covered
- The Great Wisconsin Cheese Festival – 100% Covered
- LCSD Parade – 100% Covered
- Rock Cancer – Billed at 50%
- Kiwanis Christmas Parade – 100% Covered
- American Legion Memorial Day Parade – 100% Covered
- Bazaar After Dark – Different Set Up – We paid the Chamber
- Bike to the Beat – 100% Covered

BUDGET

The Village promotional budget is where the Public Works and Parks staff put their time for events. This budget is also utilized for putting up the banners on main street. However, the majority of this account is for the special events listed above. The Police Department has traditionally utilized their full-time staff budget and over time budget.

Public Works/Parks Full-Time Staff 2019 - \$12,951.69

Public Works/Parks Part-Time Staff 2019 - \$1,120.95

FVMPD Full-Time Staff Spending 2019 - \$8,451

TOTAL 2019 - \$22,523.64

ATTACHMENTS: Special Event Permit - Current Form and Format

Special Event Permit – Proposed Form and Format

RECOMMENDATION: Discussion



Little Chute

SPECIAL EVENT PERMIT INFORMATION

→ Special event permit applications must be submitted at least 3 months prior to proposed event.

If you are organizing a special event, and plan to use public facilities (parks, streets, public right of way), you need to involve the appropriate Village Departments in your planning process. Most events take place in one location, such as a park. When that is the case, your planning can be handled directly through the Parks and Recreation Department. However, if your event involves use of Village Streets or if the event requires special safety/crowd control considerations, you will need a Special Event Agreement with the other departments of the Village that will be involved.

DEFINITION

Special event means any planned occurrence on the public right-of-way or public premises including, but not limited to, parades, gatherings, festivals and athletic events which is not within the normal and ordinary use of that public premises or place or which, by nature of the event, may have a greater impact on Village services or resources than would have occurred had the event not taken place. Whether the event is considered within the normal, ordinary, or intended use of public facilities or property shall be determined by the Village Department that maintains jurisdiction over the proposed venue.

Special Events require Village Board approval. Do not publish information about your event if it has not yet been approved! You should meet with Village Staff at least 3 months prior to the event date to allow for the approval process. Applications submitted within 3 months of the event may serve as grounds for denial of the event permit without further consideration.

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

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

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

EQUIPMENT needed to run the event will be the responsibility of the **Sponsor**. The **Sponsor** must request use of **Village** equipment and is subject to approval by **Village** staff.

PERMIT FEE of \$25.00 must be paid at the time of application submittal.

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

The applicant/organization shall indemnify, defend, and hold harmless the Village and its officers, officials, employees, and volunteers from and against any and all claims, damages, losses, and expenses arising out of the applied for activity/event except where caused by the sole negligence or willful misconduct of the Village. Applicant/Organization also understands and acknowledges that as required by the Village, liability insurance is the financial means to legally defend the Village and cover liability arising from the activity/event. I certify by my signature that I understand and agree to comply with this agreement and the insurance requirements and that I'm a qualified representative of my organization authorized to sign this agreement. I also certify the information is true and accurate.

GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (a) \$ 3,000,000 general aggregate
 - (b) \$ 3,000,000 products - completed operations aggregate
 - (c) \$ 3,000,000 personal injury and advertising injury
 - (d) \$ 3,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.

BUSINESS AUTOMOBILE COVERAGE

- A. Minimum Limits - \$ 250,000 each person / \$ 500,000 each incident for Bodily Injury and \$ 100,000 for Property Damage
OR \$500,000 Combined Single Limit for Bodily Injury and Property Damage each incident
- B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
\$500,000 Each Accident
\$500,000 Disease Policy Limit
\$500,000 Disease - Each Employee

Liquor Liability – If the event holder is selling alcoholic beverages then Liquor Liability with the following limit coverage must be carried:

- A. Minimum Limits - \$ 500,000 each occurrence / \$ 500,000 aggregate

ADDITIONAL PROVISIONS

* Additional Insured –

On the General Liability Coverage, Aircraft Liability, Automobile Pollution Liability, Contractors Pollution Liability and Protection and Indemnity Coverage. Village of Little Chute, and its officers, board members, agents, employees, and authorized volunteers shall be "Additional Insureds."

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

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

TOILET FACILITIES on the immediate premises. Additional portable toilets may be required.

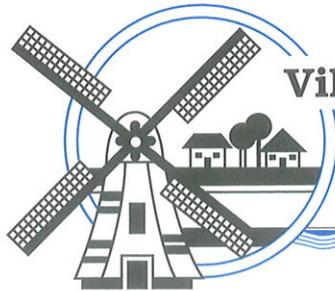
1. Toilet facilities shall be provided based on the anticipated peak crowd size in accordance with the following guidelines: One male and female toilet facility shall be provided for every 500 persons on premise.
2. Any portable units shall be located immediately adjacent to or within the authorized area of the event.
3. Portable toilets shall be properly enclosed, in good repair, emptied when full, and a minimum distance of 100 feet away from any food preparation area.
4. All toilet facilities, in use for an event, shall be kept in a clean useable condition by the sponsor.

Facility Toilet Capacity – Number of Persons

Doyle Park Diamond #1	1750	Legion Park	1500
Doyle Park Pool	1500	Van Lieshout Park	1500
Heesakker Park	1500		

The checklist below is designed to "walk you through" the procedure. Village staff are available to help you along the way. If you have any questions, call the department listed.

- o Does your event include a **parade or fireworks**? You must apply for a parade or fireworks permit. Contact the Village Clerk's Office 788-7380 ext. 204.
- o Will you be **selling and/or serving food**? You will need a temporary food-vending permit. Contact the Outagamie County Public Health Department at 832-5100.
- o Will you be using **Village streets or other public right of way**? You need to work with the Public Works Department and the Police Department. Contact the Public Works Department at 788-7395 and Police Department at 788-7505. The Village may require you to notify surrounding businesses and residences if streets will be closed.
- o Will you be using a **park or having amplified music**? Contact the Parks and Recreation Department 788-7390.
- o Will **tents** or other temporary **structures** be erected? All tents/structures with stakes require Diggers Hotline and private locate clearance. The cost of private locates is your responsibility.
- o If your event involves multiple departments (most large events do), Village staff can arrange a meeting to facilitate the discussions with the appropriate personnel. Contact Public Works 788-7395 or Parks and Recreation 788-7390.
- o Will you be serving or selling **beer/wine**? You must apply for a temporary beer/wine license. Contact the Village Clerks office 788-7380 ext. 204.
- o Will you need **portable toilets**? See chart above for park restroom capacities.



Village of

Little Chute

PERMIT FEE \$25.00

SPECIAL EVENT PERMIT APPLICATION

→ Special event permit applications must be submitted at least 3 months prior to proposed event.

This application is a request for a special event. Please refer to the checklist to see if you will need to contact other departments regarding your event. When requesting use of a facility **please be very specific**. Use exact dates, times, shelters, parks, streets, and areas. Doing so will help avoid delays in processing your request. Please call (920) 788-7380 ext. 204 with questions regarding this special event permit.

Event sponsor: _____

Event name: _____

Check one: Parade Run/Walk Festival Tournament Other

Dates needed: _____

Times needed: _____
(Please include beginning and end times, if different times are needed on different dates please specify.)

Parks, shelters, open space needed: _____

Will you be requesting street closure or use of street right of way? _____ If so, what streets (submit mapped route and/or area requested)?

Will tents or other temporary structures be erected? _____

Will you be having any kind of animals, performances or amusement rides? _____

Will you be selling or serving alcohol? _____ Does your event include fireworks? _____

Number of people attending: _____ Please be aware that portable toilets will be required if crowd size exceeds toilet capacity.

Other requests: _____

Indemnification Agreement

The applicant/organization shall indemnify, defend, and hold harmless the Village and its officers, officials, employees, and volunteers from and against any and all claims, damages, losses, and expenses arising out of the applied for activity/event except where caused by the sole negligence or willful misconduct of the Village. Applicant/Organization also understands and acknowledges that as required by the Village, liability insurance is the financial means to legally defend the Village and cover liability arising from the activity/event. I certify by my signature that I understand and agree to comply with this agreement and the insurance requirements and that I'm a qualified representative of my organization authorized to sign this agreement. I also certify the information is true and accurate.

Sponsor Representative – Print Name _____

Signature _____

Date _____

Address _____

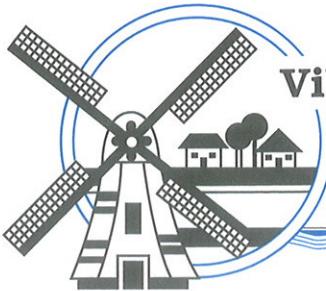
Work Phone _____ Cell Phone _____ Home Phone _____

RETURN FORM AND \$25.00 PERMIT FEE TO: Village of Little Chute Clerk's Office, 108 W. Main Street, Little Chute, WI 54140

Date Received:

Amount Received:

Received By:



Village of

Little Chute

SPECIAL EVENT PERMIT

Event Name

Event Date(s)

Event Sponsor

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

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

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

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

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

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

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

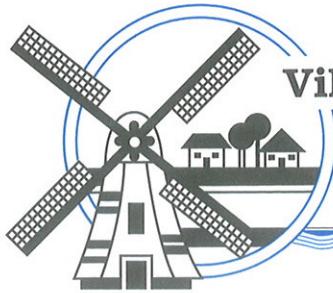
NO CHANGES may be made by the sponsor, regarding items included in this AGREEMENT, unless written permission is attached to this document. Requests will be reviewed with direction given. When questions regarding this AGREEMENT arise, they should be directed to the appropriate Department. If questions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

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

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

SPONSOR REPRESENTATIVE - PRINT	SIGNATURE	DATE
ADDRESS		
WORK PHONE	CELL PHONE	HOME PHONE

Approved By Village Board		
VILLAGE REPRESENTATIVE – PRINT	SIGNATURE	DATE



Village of

Little Chute

SPECIAL EVENT PERMIT

PARKS & RECREATION

FACILITIES:	
EQUIPMENT:	
STAFF:	

PUBLIC WORKS/ TRAFFIC

STREETS:	
EQUIPMENT:	
STAFF:	

POLICE

EQUIPMENT:	
STAFF:	

VENDING INFORMATION

SPONSOR ADDITIONAL RESPONSIBILITIES

VILLAGE COST ESTIMATES

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

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



Office Use Only
Date Submitted _____
Permit Fee Paid _____
\$25 permit fee is non-refundable

SPECIAL EVENT PERMIT APPLICATION

Special event permit applications must be submitted at least 3 months prior to proposed event.

This application is a request for a special event. Please refer to the checklist to see if you will need to contact other departments regarding your event. When requesting use of a facility **please be very specific**. Use exact dates, times, shelters, parks, streets, and areas. Doing so will help avoid delays in processing your request. Please call (920) 423-3869 with questions regarding this special event permit.

APPLICANT INFORMATION

First Name		Last Name	
Phone	()	Email	
Address (individual or business)			
City		State	ZIP Code

ORGANIZATION INFORMATION

Organization's Name			
Organization's Phone	()	Organization's Email	
Organization's Address (individual or business)			
City		State	ZIP Code
Applicant's Relationship to Organization			

EVENT INFORMATION

Name of Event			
Event Location			
Event Date (list each date if it's a multi-day event)			
Event Set Up Time		Event End Time	
Total Anticipated Attendance			

Event Information (purpose, activity, who can participate, do you charge, etc.)

INDEMNIFICATION AGREEMENT *(please ready carefully before signing)*

The applicant/organization shall indemnify, defend, and hold harmless the Village and its officers, officials, employees, and volunteers from and against any and all claims, damages, losses, and expenses arising out of the applied for activity/event except where caused by the sole negligence or willful misconduct of the Village. Applicant/Organization also understands and acknowledges that as required by the Village, liability insurance is the financial means to legally defend the Village and cover liability arising from the activity/event. I certify by my signature that I understand and agree to comply with this agreement and the insurance requirements and that I'm a qualified representative of my organization authorized to sign this agreement. I also certify the information is true and accurate.

Applicant – Print Name	
Applicant - Signature	
Date	

FOR OFFICE USE ONLY					
DEPARTMENT	Staff Hours	Staff Cost	Equipment Hours	Equipment Cost	Facility Rental Fee
Clerk's Office		\$		\$	\$
Fox Valley Metro Police		\$		\$	\$
Parks, Recreation, & Forestry		\$		\$	\$
Public Works		\$		\$	\$
TOTAL		\$		\$	\$
EVENT TOTAL TO BE BILLED	\$				

FOR OFFICE USE ONLY				
DEPARTMENT	APPROVE	DENY	BY	REASON (if denied)
Clerk's Office				
Fox Valley Metro Police				
Parks, Recreation, & Forestry				
Public Works				

Approved By Village Board

VILLAGE PRESIDENT – PRINT

SIGNATURE

DATE

SPECIAL EVENT PERMIT GUIDELINES

Special event permit applications must be submitted at least 3 months prior to proposed event.

If you are organizing a special event, and plan to use public facilities (parks, streets, public right-of-way), you need to involve the appropriate Village Departments in your planning process. Most events will require coordination and planning from more than one Village department. It is important that the special event permit is turned into the Village at least 3 months in advance to ensure that each department has the appropriate amount of time to review the event and so the Village Board has time to review and approve the event.

DEFINITION

Special event means any planned occurrence on the public right-of-way or public premises including, but not limited to, parades, gatherings, festivals and athletic events which is not within the normal and ordinary use of that public premises or place or which, by nature of the event, may have a greater impact on Village services or resources than would have occurred had the event not taken place. Whether the event is considered within the normal, ordinary, or intended use of public facilities or property shall be determined by the Village Department that maintains jurisdiction over the proposed venue. Special events are typically an event where the event organizers invite the general public to participate in the event whether or not your event charges a fee.

Special Events require Village Board approval. **Do not publish information about your event if it has not yet been approved!** You should meet with Village Staff at least 3 months prior to the event date to allow for the approval process. Applications submitted within 3 months of the event may serve as grounds for denial of the event permit without further consideration.

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

PARK FACILITIES

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

VILLAGE STAFF

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

VILLAGE EQUIPMENT

Village equipment needed to run the event will be the responsibility of the **Sponsor**. The **Sponsor** may request use of **Village** equipment subject to approval by **Village** staff. **Village** equipment hours may be charged to the **Sponsor** based upon the State of Wisconsin equipment rates.

PERMIT FEE

A special event permit fee of \$25.00 must be paid at the time of application submittal.

INSURANCE REQUIREMENTS

A certificate of insurance covering the event must be provided by the **Sponsor** upon approval, naming the Village of Little Chute as additional insured for \$1,000,000.00.

The applicant/organization shall indemnify, defend, and hold harmless the Village and its officers, officials, employees, and volunteers from and against any and all claims, damages, losses, and expenses arising out of the applied for activity/event except where caused by the sole negligence or willful misconduct of the Village. Applicant/Organization also understands and acknowledges that as required by the Village, liability insurance is the financial means to legally defend the Village and cover liability arising from the activity/event. I certify by my signature that I understand and agree to comply with this agreement and the insurance requirements and

that I'm a qualified representative of my organization authorized to sign this agreement. I also certify the information is true and accurate.

General Liability Coverage

- A. Commercial General Liability
 - a. \$ 1,000,000 general aggregate
 - b. \$ 1,000,000 products - completed operations aggregate
 - c. \$ 1,000,000 personal injury and advertising injury
 - d. \$ 1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.

Business Automobile Coverage

- A. Minimum Limits - \$ 250,000 each person / \$ 500,000 each incident for Bodily Injury and \$100,000 for Property Damage **OR** \$500,000 Combined Single Limit for Bodily Injury and Property Damage each incident
- B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

Workers Compensation and Employers Liability

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
 - \$500,000 Each Accident
 - \$500,000 Disease Policy Limit
 - \$500,000 Disease - Each Employee

Liquor Liability

If the event holder is selling alcoholic beverages then Liquor Liability with the following limit coverage must be carried:

- A. Minimum Limits - \$ 500,000 each occurrence / \$ 500,000 aggregate

Additional Provisions

- A. Additional Insured – On the General Liability Coverage, Aircraft Liability, Automobile Pollution Liability, Contractors Pollution Liability and Protection and Indemnity Coverage. Village of Little Chute, and its officers, board members, agents, employees, and authorized volunteers shall be "Additional Insureds."

PAYMENT

An estimate of **Village** costs will be given to the **Sponsor** with approval of the event by the Village Board.

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

ADDITIONAL ITEMS

Changes

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

Toilet Facilities

Most Village parks have toilet facilities on the immediate premises. Additional portable toilets may be required. The patron capacity for the toilet facilities located within the Village parks are located below.

A. Facility Toilet Capacity – Number of Persons

Toilet facilities shall be provided based on the anticipated peak crowd size in accordance with the following guidelines: One male and female toilet facility shall be provided for every 500 persons on premise.

- Doyle Park Diamond #1 - 1750 Maximum Patrons
- Legion Park – 1500 Maximum Patrons
- Doyle Park Pool – 1500 Maximum Patrons
- Van Lieshout Park – 1500 Maximum Patrons
- Heesakker Park – 1500 Maximum Patrons

B. Any portable units shall be located immediately adjacent to or within the authorized area of the event. The location must be approved by the appropriate department depending on the location of the event.

C. Portable toilets shall be properly enclosed, in good repair, emptied when full, and a minimum distance of 100 feet away from any food preparation area.

D. All toilet facilities, in use for an event, shall be kept in a clean useable condition by the **sponsor**.

Event Meeting

If your event involves multiple departments (most large events do), Village staff will arrange a meeting to facilitate the discussions with the **sponsor**.

Village Rules

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

Cancellation

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

APPLICANT CHECKLIST

PARKS, RECREATION, & FORESTRY – (920) 423-3869

- | | Yes | No | Action to be taken by applicant: |
|---|--------------------------|--------------------------|---|
| 1. If the event will be in a park have you reserved the park and/or the park shelter? | <input type="checkbox"/> | <input type="checkbox"/> | If no, please contact the Parks, Recreation, & Forestry Department to rent the facilities |
| 2. Will you have live music or a DJ? | <input type="checkbox"/> | <input type="checkbox"/> | If yes, you will need to fill out an amplified device permit |
| 3. Will you be setting up tents, inflatables, or other items within the Village Park? | <input type="checkbox"/> | <input type="checkbox"/> | If yes, contact the Parks, Recreation, & Forestry Department |
| 4. Will you have alcohol within a Village Park? | <input type="checkbox"/> | <input type="checkbox"/> | If yes, fill out an alcohol permit |

DEPARTMENT OF PUBLIC WORKS – (920) 423-3865

- | | Yes | No | Action to be taken by applicant: |
|--|--------------------------|--------------------------|--|
| 1. Are you requesting street closure?
Name of barricade company _____ | <input type="checkbox"/> | <input type="checkbox"/> | If yes, your barricade contract provider will be required to submit a Traffic Control Plan to the Department of Public Works |
| 2. If you will be utilizing Village streets, did you include a detailed map/diagram of the event location and route with your application? | <input type="checkbox"/> | <input type="checkbox"/> | If yes, be sure the event map/diagram is detailed, including showing all turns and the number of Traffic lanes to be used |

FOX VALLEY METRO POLICE DEPARTMENT – (920) 788-7505

- | | Yes | No | Action to be taken by applicant: |
|---|--------------------------|--------------------------|--|
| 1. Do you have an emergency response plan? | <input type="checkbox"/> | <input type="checkbox"/> | If no, contact FVMPD for assistance |
| 2. Are you requesting any special parking restrictions? | <input type="checkbox"/> | <input type="checkbox"/> | If yes, contact FVMPD for more information |

VILLAGE CLERK'S OFFICE – (920) 423-3851

- | | Yes | No | Action to be taken by applicant: |
|--|--------------------------|--------------------------|---|
| 1. Will alcoholic beverages be served/sold at the event? | <input type="checkbox"/> | <input type="checkbox"/> | If yes, contact the Clerk's Office for assistance |
| 2. Will fireworks/pyrotechnics be used during the event? | <input type="checkbox"/> | <input type="checkbox"/> | If yes, contact the Clerk's Office for assistance |
| 3. Will you be selling or serving food? | <input type="checkbox"/> | <input type="checkbox"/> | If yes, contact the Outagamie County Health Department (920) 832-5100 |

Village of Little Chute
REQUEST FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: Preliminary Information – Elected Official Compensation

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

REPORT DATE: December 2, 2019

EXPLANATION: In December we discussed elected official compensation. For reference, below are the results of the survey we conducted:

	President or Chair	Trustee or Supervisor	Municipal Judge
Kimberly	\$6,000.00	\$3,900.00	\$8,000.00
Combined Locks#	\$5,965.00	\$3,915.00	\$5,983.00
Harrison	\$8,400.00	\$4,200.00	n/a
Fox Crossing*	\$13,000.00	\$9,000.00	\$8,240.00
Greenville%	\$9,364.00	\$4,682.00	n/a
Wrightstown	\$4,074.96	\$3,000.00	\$4,300.00
Buchanan	\$9,800.00	\$5,200.00	n/a
Lawrence^	\$10,000.00	\$5,000.00	\$8,400.00
AVERAGE	\$8,325.50	\$4,862.13	\$6,984.60
Little Chute	\$5,400.00	\$3,600.00	\$5,400.00
DIFFERENCE	-\$2,925.50	-\$1,262.13	-\$1,584.60

Attached to this document are draft resolutions for your review. I would propose taking action on these resolutions on the March 5th meeting. A few key features I have attempted to incorporate:

- Pay for the Village President of \$8,500, Trustee \$5,000 and Municipal Judge \$7,000
- Judge and President to take effect 1/1/2021
- Trustees to take effect 1/1/2023

Impact analysis is as follows:

	President	Trustee	Judge
Tent. Proposal	\$8,500.00	\$5,000.00	\$7,000.00
Current Annual Cost:	\$32,400.00		
Tent. Proposed Cost:	\$45,500.00		
Difference:	\$13,100.00		

RECOMMENDATION: Provided for information and further direction.

VILLAGE OF LITTLE CHUTE

RESOLUTION NO. XX, SERIES OF 2020

**A RESOLUTION CHANGING THE ANNUAL SALARY FOR VILLAGE
PRESIDENT**

WHEREAS, the Village of Little Chute relies upon a dedicated and committed community member to volunteer to run for the office of Village President and lead the Village of Little Chute; and

WHEREAS, the time commitments of this position require time to attend Regular Board meetings, Plan Commission meetings, Utility Commission meetings and countless other community minded events; and

WHEREAS, the salary for this position has not recently been adjusted and is well below local comparable communities;

NOW, THEREFORE, BE IT RESOLVED, that the Little Chute Board hereby determines that effective January 1, 2021, the salary for Village President shall be \$8,500.

Date introduced, approved and adopted: March 4th, 2020

VILLAGE OF LITTLE CHUTE:

By:

Michael R. Vanden Berg, Village President

Attest:

Laurie Decker, Village Clerk

VILLAGE OF LITTLE CHUTE
RESOLUTION NO. XX, SERIES OF 2020
A RESOLUTION CHANGING THE ANNUAL SALARY FOR VILLAGE
TRUSTEE

WHEREAS, the Village of Little Chute relies upon dedicated and committed community members to volunteer to run for the office of Village Trustee and assist in leading the Village of Little Chute; and

WHEREAS, the time commitments of this position requires time to attend Regular Board meetings, other appointments, and regular community events; and

WHEREAS, the salary for this position has not recently been adjusted and is well below local comparable communities;

NOW, THEREFORE, BE IT RESOLVED, that the Little Chute Board hereby determines that effective January 1, 2023, the salary for Village Trustee shall be \$5,000.

Date introduced, approved and adopted: March 4th, 2020

VILLAGE OF LITTLE CHUTE:

By: _____
Michael R. Vanden Berg, Village President

Attest: _____

Laurie Decker, Village Clerk

VILLAGE OF LITTLE CHUTE

RESOLUTION NO. XX, SERIES OF 2020

**A RESOLUTION CHANGING THE ANNUAL SALARY FOR VILLAGE
MUNICIPAL JUDGE**

WHEREAS, the Village of Little Chute relies upon a dedicated and committed community member to volunteer to run for the office of Municipal Judge; and

WHEREAS, the time commitments of this position requires time to attend annual training, attend court at least once per month, and supervise the Municipal Court Clerk to ensure effective operation of the Municipal Court; and

WHEREAS, the salary for this position has not recently been adjusted and is well below local comparable communities;

NOW, THEREFORE, BE IT RESOLVED, that the Little Chute Board hereby determines that effective January 1, 2021, the salary for Municipal Judge shall be \$7,000.

Date introduced, approved and adopted: March 4th, 2020

VILLAGE OF LITTLE CHUTE:

By:

Michael R. Vanden Berg, Village President

Attest: _____

Laurie Decker, Village Clerk