



AMENDED AGENDA

REGULAR BOARD MEETING

PLACE: Little Chute Village Hall
DATE: Wednesday, May 6, 2020
TIME: 6:00 p.m.

Due to the Governor's "Safer at Home" Emergency Order #12 and in the interest of public health and safety, the public can access the meeting via web access. We strongly urge all residents to attend virtually through the options here:

- Web registration:
- <https://www.gotomeet.me/JamesFenlon/regular-board-meeting-of-may-6th-2020>
- Call-in Information: +1 (571) 317-3122 with access code: 213-445-565
- Note: The web-based registration is recommended as the best way to engage in this meeting as the call-in feature only provides audio access and there is not the ability to engage in the discussion.
- We strongly urge you to register in advance of the meeting and testing your connection to avoid any connection issues. If you have questions, please email the Village Administrator at james@littlechutewi.org
- Immediately following the agenda is more information on virtual public meetings.

REGULAR ORDER OF BUSINESS

- A. Invocation
- B. Roll call of Trustees
- C. Roll call of Officers and Department Heads
- D. Public Appearance for Items Not on the Agenda
- E. 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 Regular Board Meeting of April 15, 2020
2. Disbursement List

- F. Discussion/Action—Reducing Liquor License Fees for Class “B” Establishments (Restaurants and Taverns)
- G. Action—Resolutions
 - a) Adopt Resolution No. 14, Series 2020 A Resolution for Urban Non-Point Source & Stormwater Grant Program to Improve Storm Water Quality
 - b) Adopt Resolution No. 15, Series 2020 A Resolution for Urban Non-Point Source & Stormwater Grant Program
- H. Action—Little Chute Fire Department Mutual Aid Agreement
- I. Action—Fox River Boardwalk Bid Award
- J. Action—Fox River Boardwalk Engineering Proposal
- K. Discussion—Outagamie County Sales Tax
- L. Action—Fox Valley Metro Police Department Professional Police Association (PPA) Collective Bargaining Agreement (CBA) 2020-2022
- M. Discussion/Action—Intergovernmental Cooperation Agreement with the City of Appleton
- N. Action—Façade Grant for The Main Connection, LLC
- O. Action—TID #9 Proposal Approval**
- P. Discussion/Possible Action—Quiet Zone**
- Q. Department and Officers Progress Reports
- R. Call for Unfinished Business
- S. Items for Future Agenda
- 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: May 5, 2020



Information for the Little Chute Regular Board Meeting – May 6th, 2020 – 6:00 PM

The Village of Little Chute is taking precautions related COVID-19 as it relates to Village Board meetings. On March 16th, 2020, the Wisconsin Attorney General released guidance for local communities related to Open Meetings and the use of technology while still complying with Wisconsin's Open Meeting laws. You can find Wisconsin Department of Justice guidance here: [DOJ Guidance on Open Meetings](#).

Until further notice, the Village of Little Chute will be providing the following means for residents to interact, engage, and participate in Village Board proceedings. The proceedings of all Village of Little Chute public meetings are recorded and available for review.

1. Virtually attend the May 6th Regular Board meeting at 6 PM by following the link here:
<https://www.gotomeet.me/JamesFenlon/regular-board-meeting-of-may-6th-2020>
2. Call-in Information: United States: **+1 (571) 317-3122** **Access Code: 213-445-565**
3. If you are experiencing connectivity issues or have questions on the options above, please contact James Fenlon at james@littlechutewi.org
4. The Board Room at Village Hall will be open, but all staff will be attending virtually. We urge residents to utilize the virtual options above and limit attendance to the greatest extent possible due to Governor Ever's [Emergency Order #12](#).
5. If you have questions or comments regarding the agenda or potential items on the agenda, we urge you to contact Board or staff members regarding your concerns. You can find Board Member contact information here: <http://www.littlechutewi.org/59/Meet-the-Village-Board>
6. If you have questions or comments regarding the agenda, you can also contact the Village Administrator, James Fenlon, at james@littlechutewi.org or 920-423-3850.
7. If you have questions or comments regarding the agenda and want to contact a Village of Little Chute Department Head, you can find a complete staff directory here: <http://www.littlechutewi.org/directory.aspx>

MINUTES OF THE REGULAR BOARD MEETING OF APRIL 15, 2020

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

Roll call of Trustees

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

Roll call of Officers and Department Heads

PRESENT: James Fenlon, Village Administrator
Dan Meister, Fox Valley Metro Police Chief
Dave Kittel, Community Development Director
Lisa Remiker-DeWall, Finance Director
Kent Taylor, Director of Public Works
Chris Murawski, Village Engineer
Adam Breest, Director of Parks, Recreation and Forestry
Laurie Decker, Village Clerk
EXCUSED: Steve Thiry, Library Director
Tyler Claringbole, Village Attorney

Public Appearance for Items Not on the Agenda

None

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 Regular Board Meeting of April 1, 2020
2. Minutes of Regular Board Meeting of March 4, 2020
3. Disbursement List

Moved by Trustee L. Van Lankvelt, seconded by Trustee B. Van Lankveldt to Approve the Consent Agenda as presented

Roll Call Vote

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

Ayes 7, Nays 0 – Motion Carried

Other Informational Items—March Fire Monthly Report and March Report

Action—Faith Technologies Site Plan

Administrator Fenlon went over the terms of the Site Plan for Faith Technologies at 2125 W. Evergreen Drive. Staff is recommending approval to conditionally approve the site plan for Faith Technologies new building with condition of resubmitted plans on 3/30/2020 meet or exceed all requirements. Trustee Elrick asked about the employee parking lot being up to code; Administrator Fenlon will check and make sure it is.

Moved by Trustee L. Van Lankvelt, seconded by Trustee Elrick to Approve Faith Technologies Site Plan subject to the adjustment of the Parking Lot as needed to bring up to code

Roll Call Vote

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

Ayes 7, Nays 0 – Motion Carried

Discussion—OCLF Sewer Service Amendment

Administrator Fenlon went over information along with Village Engineer Murawski regarding Outagamie County Landfills application to amend the sewer service area.

Discussion/Action—Van Lieshout Playground Bids

Director Breest went over the Van Lieshout Playground bids. He informed the Board that \$90,000.00 was budgeted in 2020 for the replacement and installation of playground equipment. The Park Planning Committee is recommending proceeding with Gerber Leisure.

Moved by Trustee Peerenboom, seconded by Trustee Smith to Approve Gerber Leisure to replace the equipment at Van Lieshout Park

Roll Call Vote

Trustee Smith	Aye
President Vanden Berg	Aye
Trustee B. Van Lankveldt	Aye
Trustee Peterson	Aye
Trustee Peerenboom	Aye
Trustee Elrick	Nay
Trustee L. Van Lankvelt	Aye

Ayes 6, Nays 1 (Elrick) – Motion Carried

Action—Adopt Ordinance No. 3, Series 2020 Changing the Compensation for Elected Officials

Administrator Fenlon went over the ordinance regarding changing the compensation for Elected Officials. The ordinance will replace any previous ordinances and will pass on a majority vote. Per the Ordinance this will take effect following the end of the current terms for any Village Trustees and the Village President

Moved by Trustee Elrick, seconded by Trustee B. Van Lankveldt to Adopt Ordinance No. 3, Series 2020 Changing the Compensation for Elected Officials

Roll Call Vote

Trustee B. Van Lankveldt	Aye
Trustee Peterson	Nay
President Vanden Berg	Aye
Trustee Peerenboom	Aye
Trustee Elrick	Aye
Trustee L. Van Lankvelt	Aye
Trustee Smith	Aye

Ayes 6, Nays 1 (Peterson) – Motion Carried

Department and Officers Progress Reports

Administrator Fenlon advised that department information is supplied in the Monthly Report and Departments and Officers will only provide new information.

Call for Unfinished Business

Cheesefest Discussion

Items for Future Agenda

None

Trustee Peerenboom along with the rest of the Board thanked the two Trustees that are leaving Board.

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. *City of Appleton Agreement, Proposal Review*

Moved by Trustee Smith, seconded by Trustee Peerenboom to enter into closed session

Ayes 6, Nays 0 – Motion Carried

(Trustee Peterson exited the Regular Board Meeting)

b)19.85(1)(c) Consideration of Employment, Promotion, or Performance Evaluation Data of any Public Employee of the Village of Little Chute. *2019 Administration Review*

Moved by Trustee Smith, seconded by Trustee Elrick to enter into closed session

Ayes 6, Nays 0 – Motion Carried

(Trustee Elrick exited the Regular Board Meeting)

Return to Open Session

Moved by Trustee Smith, seconded by Trustee B. Van Lankveldt to exit closed session

Ayes 5, Nays 0 – Motion Carried

Adjournment

Moved by Trustee Smith, seconded by Trustee B. Van Lankveldt to Adjourn the Regular Board Meeting at 8:22 p.m.

Ayes 5, Nays 0 – Motion Carried

VILLAGE OF LITTLE CHUTE

By:

Michael R. Vanden Berg, Village President

Attest: _____

Laurie Decker, Village Clerk

Disbursement List - May 6, 2020

Payroll & Payroll Liabilities - April 16, 2020	\$184,904.68
Payroll & Payroll Liabilities - April 30, 2020	\$197,220.11
Prepaid Invoices - April 17, 2020	\$46,198.23
Prepaid Invoices - April 24, 2020	\$58,758.42
Prepaid Invoices - May 1, 2020	\$3,102.65
Utility Commission- April 21, 2020	\$62,767.37

CURRENT ITEMS

Bills List - May 6, 2020	\$100,762.11
Total Payroll, Prepaid & Invoices	\$653,713.57

The above payments are recommended for approval:

Rejected: _____

Approved May 6, 2020

Michael R Vanden Berg, Village President

Laurie Decker, Clerk

Report Criteria:

Invoice Detail.Voided = {=} FALSE

Invoice	Description	Total Cost	Period	GL Account
AIRGAS USA LLC				
9100076388 OXYGEN		96.69	04/20	207-52120-213
Total AIRGAS USA LLC:		96.69		
ALLGEYER, SARA				
DANCE-4 REFUND YOUTH DANCE-CANCELLED DUE TO CO		27.50	05/20	101-34413
Total ALLGEYER, SARA:		27.50		
AMERICAN FIDELITY ASSURANCE (T00890)AWD				
2068126 FLEX SPENDING APRIL		1,322.92	04/20	101-21368
Total AMERICAN FIDELITY ASSURANCE (T00890)AWD:		1,322.92		
AMPLITEL TECHNOLOGIES				
15693 MICROSOFT OFFICE 365-MAY		440.40	05/20	404-57190-208
15698 MONTHLY DATTO BACK-UP SERVICES 05/20		325.00	05/20	404-57190-204
15706 MONTHLY ANTI-VIRUS SERVICE-MAY		199.50	05/20	404-57190-204
Total AMPLITEL TECHNOLOGIES:		964.90		
ASCENSION MEDICAL GROUP-FOX VALLEY WI				
386901 PRE-EMPLOYMENT PHYSICAL & DRUG SCREEN		290.00	04/20	207-52120-225
Total ASCENSION MEDICAL GROUP-FOX VALLEY WI:		290.00		
ASSOCIATED APPRAISAL CONSULTANTS				
148115 PROFESSIONAL SERVICES-MAY		1,975.00	05/20	101-51530-204
Total ASSOCIATED APPRAISAL CONSULTANTS:		1,975.00		
AUTOZONE				
1973375186 ROTELLA DIESEL ENGINE OIL		19.09	04/20	620-53634-255
Total AUTOZONE:		19.09		
BIESE, KRISTAL				
DANCE-28 REFUND YOUTH DANCE-CANCELLED DUE TO CO		55.00	05/20	101-34413
Total BIESE, KRISTAL:		55.00		
BLUM, BRYAN				
04/20 REIMBURSE SAFETY SHOE REIMBURSEMENT		125.00	04/20	101-51415-218
Total BLUM, BRYAN:		125.00		
BONS, EMILY				
DANCE-5 REFUND YOUTH DANCE-CANCELLED DUE TO CO		27.50	05/20	101-34413
Total BONS, EMILY:		27.50		
BREHMER, AMANDA				
DANCE-15 REFUND YOUTH DANCE-CANCELLED DUE TO CO		27.50	05/20	101-34413

Invoice	Description	Total Cost	Period	GL Account
Total BREHMER, AMANDA:		27.50		
BRINCKS, STEPHANIE	DANCE-16 REFUND YOUTH DANCE-CANCELLED DUE TO CO	27.50	05/20	101-34413
Total BRINCKS, STEPHANIE:		27.50		
BRODNAX, ERICA	DANCE-22 REFUND YOUTH DANCE-CANCELLED DUE TO CO	27.50	05/20	101-34413
Total BRODNAX, ERICA:		27.50		
CIDRIAN, GLORIA	041220-1 CIVIC CENTER ROOM REFUND	100.00	04/20	206-38211
Total CIDRIAN, GLORIA:		100.00		
COENEN'S AUTO TECH	718 NEW BATTERY INSTALLED	214.00	04/20	101-52200-218
Total COENEN'S AUTO TECH:		214.00		
CYRACUS-TURNER, LARRISA	041220 CIVIC CENTER ROOM REFUND	100.00	04/20	206-38211
Total CYRACUS-TURNER, LARRISA:		100.00		
DISTRICT 2, INC.	2803 BREAK-AWAY SPLINT STRETCHER	935.96	04/20	101-52200-213
Total DISTRICT 2, INC.:		935.96		
EVERGREEN POWER LLC	5664 ECHO BLACK DIAMOND SPOOL	37.49	04/20	630-53441-218
Total EVERGREEN POWER LLC:		37.49		
FERGUSON ENTERPRISES LLC #3326	164359 MANHOLE COVER LIFTING HOOKS	81.92	04/20	610-53612-218
	164359 MANHOLE COVER LIFTING HOOKS	81.91	04/20	630-53442-218
Total FERGUSON ENTERPRISES LLC #3326:		163.83		
FIREPENNY	24074 LAUNDRY SANITIZER	248.83	04/20	101-52200-218
Total FIREPENNY:		248.83		
FLY-ME FLAG LLC	4528 VAN LIESHOUT FLAG POLE REPAIR	279.40	04/20	101-55200-242
Total FLY-ME FLAG LLC:		279.40		
GRAINGER	9498497487 DIGITAL PRESSURE GAUGE	189.63	04/20	620-53644-250

Invoice	Description	Total Cost	Period	GL Account
Total GRAINGER:		189.63		
HALRON LUBRICANTS INC				
1144826 DIESEL EXHAUST FLUID PURUS		255.48	04/20	101-53330-217
CM1145087 DRUM RETURN		80.00-	04/20	101-53330-217
Total HALRON LUBRICANTS INC:		175.48		
HAMMEN, KELLY				
042520 CIVIC CENTER ROOM REFUND		100.00	04/20	206-38211
Total HAMMEN, KELLY:		100.00		
HAYES, DAVID				
04/20 REIMBURSE SAFETY SHOES-REIMBURSEMENT		63.29	04/20	101-55200-213
Total HAYES, DAVID:		63.29		
HEARTLAND BUSINESS SYSTEMS				
371048-H DNS HOSTING		264.00	04/20	404-57190-208
372926-H APRIL BILL PRINT QNTY 4026		140.91	04/20	201-53620-206
372926-H APRIL BILL PRINT QNTY 4026		140.91	04/20	610-53614-206
372926-H APRIL BILL PRINT QNTY 4026		140.91	04/20	620-53904-206
372926-H APRIL BILL PRINT QNTY 4026		140.91	04/20	630-53443-206
Total HEARTLAND BUSINESS SYSTEMS:		827.64		
HIETPAS, EMILY				
DANCE-30 REFUND YOUTH DANCE-CANCELLED DUE TO CO		27.50	05/20	101-34413
Total HIETPAS, EMILY:		27.50		
HIETPAS, LAURA				
041220-2 CIVIC CENTER ROOM REFUND		100.00	04/20	206-38211
Total HIETPAS, LAURA:		100.00		
HOELZEL, ZACH				
DANCE-7 REFUND YOUTH DANCE-CANCELLED DUE TO CO		27.50	05/20	101-34413
Total HOELZEL, ZACH:		27.50		
HOFFMANN, AMY				
DANCE-8 REFUND YOUTH DANCE-CANCELLED DUE TO CO		27.50	05/20	101-34413
Total HOFFMANN, AMY:		27.50		
HOME DEPOT CREDIT SERVICES				
3010712 WIRE CHANNEL & CONNECTORS		36.18	04/20	207-52120-242
Total HOME DEPOT CREDIT SERVICES:		36.18		
JANSEN, KATHY				
042420 CIVIC CENTER ROOM REFUND		100.00	04/20	206-38211

Invoice	Description	Total Cost	Period	GL Account
Total JANSEN, KATHY:		100.00		
JANSSEN, KIMBERLY				
DANCE-17 REFUND YOUTH DANCE-CANCELLED DUE TO CO		27.50	05/20	101-34413
Total JANSSEN, KIMBERLY:		27.50		
JENSEN, BRETT A				
04/20 REIMBURSE SAFETY SHOE REIMBURSEMENT		100.00	04/20	101-52050-218
Total JENSEN, BRETT A:		100.00		
KAMPS, KIMBERLY				
DANCE-9 REFUND YOUTH DANCE-CANCELLED DUE TO CO		27.50	05/20	101-34413
Total KAMPS, KIMBERLY:		27.50		
KERRY'S VROOM SERVICE INC				
9331 OIL & FILTER CHANGE - UNIT#181		43.47	04/20	207-52120-247
9332 OIL & FILTER CHANGE - UNIT#92		43.47	04/20	207-52120-247
9333 OIL & FILTER CHANGE/SERPENTINE BELT-UNIT#9		128.09	04/20	207-52120-247
Total KERRY'S VROOM SERVICE INC:		215.03		
KOEBE, DONNA				
041420-1 CIVIC CENTER ROOM REFUND		100.00	04/20	206-38211
Total KOEBE, DONNA:		100.00		
KONKLE, JOYCE				
CFEST 6/27/20 SECURITY DEPOSIT REFUND-CANCELLED DUE T		50.00	05/20	101-21235
CFEST 6/27/20 RENTAL FEE REFUND-CANCELLED DUE TO COVI		110.00	05/20	101-34401
Total KONKLE, JOYCE:		160.00		
KONS, MELISSA				
050520 SECURITY DEPOSIT REFUND-EVENT CANCELLED		100.00	05/20	208-21235
050520 REFUND RENTAL FEE-EVENT CANCELLED DUE T		125.00	05/20	208-34401
Total KONS, MELISSA:		225.00		
KUEHL, MEGHAN				
DANCE-6 REFUND YOUTH DANCE-CANCELLED DUE TO CO		35.31	05/20	101-34413
Total KUEHL, MEGHAN:		35.31		
KUMBALEK, STACEY				
DANCE-10 REFUND YOUTH DANCE-CANCELLED DUE TO CO		35.31	05/20	101-34413
Total KUMBALEK, STACEY:		35.31		
LEITERMANN, GERALD				
041120-1 CIVIC CENTER ROOM REFUND		100.00	04/20	206-38211
Total LEITERMANN, GERALD:		100.00		

Invoice	Description	Total Cost	Period	GL Account
LINDNER ACE HARDWARE LITTLE CHUTE				
262894-325001	CABLE TIES	5.99	04/20	101-53330-218
262916-325001	GOGGLES FOR SHOP	14.99	04/20	101-53330-218
262938-325001	FASTENERS AND SCREWDRIVER	6.64	04/20	101-51960-218
263005-312001	CLEANING SUPPLIES	87.00	04/20	101-52200-218
263071-325001	TIRE GAUGE/WRENCH/DRILL BITS	68.55	04/20	101-53330-218
263195-325001	PVC PIPE #8	28.31	04/20	101-53330-225
263198-325003	AIR PLUG	4.78	04/20	620-53624-255
263210-325001	BATTERY #4	8.59	04/20	101-53330-225
263253-325001	CAULK	6.99	04/20	101-55200-218
263258-333011	FASTENERS	17.99	04/20	207-52120-218
263273-325003	ROPE	39.98	04/20	620-53644-221
263304-333011	SCREWDRIVER SET	17.49	04/20	207-52120-218
263361-325001	LEADER HOSE	7.59	04/20	101-55200-218
263370-325001	ADAPTER	1.39	04/20	101-55200-218
263371-325003	LITHIUM BATTERIES	1.99	04/20	620-53634-255
Total LINDNER ACE HARDWARE LITTLE CHUTE:		318.27		
LUNDQUIST, HOLLY				
051620	SECURITY DEPOSIT REFUND-EVENT CANCELLED	100.00	05/20	208-21235
051620	REFUND RENTAL FEE-EVENT CANCELLED DUE T	125.00	05/20	208-34401
Total LUNDQUIST, HOLLY:		225.00		
MBM				
486818	CONTRACT OVERAGE CHARGE/COLOR COPIES	1,006.57	04/20	101-51650-207
Total MBM:		1,006.57		
MCMAHON ASSOCIATES INC				
918127	VILLAGE STORMWATER PONDS	808.50	04/20	630-53441-204
Total MCMAHON ASSOCIATES INC:		808.50		
MCO				
25783	MAY 2020 OPERATIONS	26,517.58	05/20	620-53644-115
25783	MAY 2020 HEALTH & LIABILITY INS	5,441.60	05/20	620-53644-115
Total MCO:		31,959.18		
MEKULY, CATHY				
042420-1	CIVIC CENTER ROOM REFUND	100.00	04/20	206-38211
Total MEKULY, CATHY:		100.00		
MENARDS - APPLETON EAST				
81120	SUPPLIES FOR ELECTION BOOTHS	118.67	04/20	101-51440-218
81124	SUPPLIES FOR ELECTION BOOTHS	114.48	04/20	101-51440-218
82075	LUMBER TO REPAIR MAILBOX	18.66	04/20	101-53350-218
Total MENARDS - APPLETON EAST:		251.81		
MI T FENCE LLC				
2380	LEGION 1 FENCE REPAIR	1,437.48	04/20	101-55200-242

Invoice	Description	Total Cost	Period	GL Account
Total MI T FENCE LLC:		1,437.48		
MIDWEST SALT LLC				
P451462 INDUSTRIAL SOUTHERN COARSE SALT		2,853.18	04/20	620-53634-224
Total MIDWEST SALT LLC:		2,853.18		
MORRISON, HEATHER				
DANCE-23 REFUND YOUTH DANCE-CANCELLED DUE TO CO		27.50	05/20	101-34413
Total MORRISON, HEATHER:		27.50		
NEXSTEP INC				
8690 BLUE DIAMOND AUGER		1,443.43	04/20	101-53300-221
8690 BLUE DIAMOND AUGER		2,318.42	04/20	101-55440-301
Total NEXSTEP INC:		3,761.85		
OFFICE ENTERPRISES INC				
463092 INK CARTRIDGE FOR POSTAGE METER		196.39	04/20	101-51650-206
Total OFFICE ENTERPRISES INC:		196.39		
O'REILLY AUTOMOTIVE INC				
2043-209263 WIPER BLADES FOR CSO SQUAD		27.35	04/20	207-52120-247
Total O'REILLY AUTOMOTIVE INC:		27.35		
OUTAGAMIE COUNTY TREASURER				
1018055 MARCH FUEL BILL		32.74	04/20	101-52050-247
1018055 MARCH FUEL BILL		594.45	04/20	630-53442-247
1018055 MARCH FUEL BILL		2,688.75	04/20	201-53620-247
1018055 MARCH FUEL BILL		187.34	04/20	101-55200-247
1018055 MARCH FUEL BILL		349.87	04/20	101-55440-247
1018055 MARCH FUEL BILL		132.93	04/20	101-52200-247
1018055 MARCH FUEL BILL		219.11	04/20	610-53612-247
1018055 MARCH FUEL BILL		346.26	04/20	620-53644-247
1018055 MARCH FUEL BILL		721.57	04/20	101-53330-217
Total OUTAGAMIE COUNTY TREASURER:		5,273.02		
PAMPERIN, REBECCA				
DANCE-12 REFUND YOUTH DANCE-CANCELLED DUE TO CO		55.00	05/20	101-34413
Total PAMPERIN, REBECCA:		55.00		
PERKOFSKI, LISA				
DANCE-18 REFUND YOUTH DANCE-CANCELLED DUE TO CO		27.50	05/20	101-34413
Total PERKOFSKI, LISA:		27.50		
POLOMIS, TRACIE				
061320 SECURITY DEPOSIT REFUND-EVENT CANCELLED		100.00	04/20	208-21235
061320 REFUND RENTAL FEE-EVENT CANCELLED DUE T		125.00	04/20	208-34401

Invoice	Description	Total Cost	Period	GL Account
Total POLOMIS, TRACIE:		<u>225.00</u>		
PRAST, MELISSA				
DANCE-29	REFUND YOUTH DANCE-CANCELLED DUE TO CO	55.00	05/20	101-34413
Total PRAST, MELISSA:		<u>55.00</u>		
PRIMADATA LLC				
MAY 2020	MAY POSTCARD POSTAGE	275.00	05/20	201-53620-226
MAY 2020	MAY POSTCARD POSTAGE	275.00	05/20	610-53613-226
MAY 2020	MAY POSTCARD POSTAGE	275.00	05/20	620-53904-226
MAY 2020	MAY POSTCARD POSTAGE	275.00	05/20	630-53443-226
Total PRIMADATA LLC:		<u>1,100.00</u>		
PROKASH, NICOLE				
DANCE-11	REFUND YOUTH DANCE-CANCELLED DUE TO CO	27.50	05/20	101-34413
Total PROKASH, NICOLE:		<u>27.50</u>		
PUBLIC SERVICE COMMISSION OF WISCONSIN				
2003-I-03140	UNAUTHORIZED 2012-13 EXT OF WATER SERVIC	1,078.45	04/20	620-53924-262
Total PUBLIC SERVICE COMMISSION OF WISCONSIN:		<u>1,078.45</u>		
QUADIENT LEASING USA INC				
N8276772	FEB-MAY LEASE	452.28	04/20	101-51650-226
Total QUADIENT LEASING USA INC:		<u>452.28</u>		
RABIDEAUX, MAJESTA				
050920	SECURITY DEPOSIT REFUND-EVENT CANCELLED	100.00	05/20	208-21235
050920	REFUND RENTAL FEE-EVENT CANCELLED DUE T	150.00	05/20	208-34401
Total RABIDEAUX, MAJESTA:		<u>250.00</u>		
READER, ALYSSA				
DANCE-31	REFUND YOUTH DANCE-CANCELLED DUE TO CO	55.00	05/20	101-34413
Total READER, ALYSSA:		<u>55.00</u>		
REINDERS INC				
2682931	LAWN SEED MIX	49.25	04/20	101-55200-215
2682932	HERBICIDE & GRAVITY SPREADER	358.07	04/20	101-55200-215
2683278	LAWN SEED MIX	62.25	04/20	101-55440-215
2683489	LAWN SEED MIX	124.50	04/20	101-55440-215
Total REINDERS INC:		<u>594.07</u>		
RIESTERER & SCHNELL INC				
1741023	PART FOR TRUCK #155	8.47	04/20	101-53330-225
Total RIESTERER & SCHNELL INC:		<u>8.47</u>		
ROBERT E. LEE & ASSOCIATES				
77396	OUTAGAMIE COUNTY LANDFILL LEACHATE	2,940.88	04/20	610-53612-256

Invoice	Description	Total Cost	Period	GL Account
Total ROBERT E. LEE & ASSOCIATES:		<u>2,940.88</u>		
ROMENESKO, JENNY				
DANCE REFUND YOUTH DANCE-CANCELLED DUE TO CO		<u>27.50</u>	<u>05/20</u>	<u>101-34413</u>
Total ROMENESKO, JENNY:		<u>27.50</u>		
SCHWAAB INC				
4857052 ENGRAVED NAMEPLATE-VAN DEURZEN		<u>11.50</u>	<u>04/20</u>	<u>101-51110-206</u>
Total SCHWAAB INC:		<u>11.50</u>		
SEASONS OF LIFE EMPOWERMENT LLC				
147 INSTRUCTOR-TAI CHI CLASSES		<u>200.00</u>	<u>04/20</u>	<u>101-55300-204</u>
Total SEASONS OF LIFE EMPOWERMENT LLC:		<u>200.00</u>		
SPIERINGS, CORY				
DANCE-13 REFUND YOUTH DANCE-CANCELLED DUE TO CO		<u>27.50</u>	<u>05/20</u>	<u>101-34413</u>
Total SPIERINGS, CORY:		<u>27.50</u>		
STAPLES ADVANTAGE				
3445038616 MINI BINDER CLIPS		<u>1.62</u>	<u>04/20</u>	<u>101-51420-206</u>
3445038616 PENS AND LARGE ENVELOPES		<u>39.77</u>	<u>04/20</u>	<u>101-51650-206</u>
3445381098 BLACK INK CARTRIDGE FOR FINANCE PRINTER		<u>127.60</u>	<u>04/20</u>	<u>101-51420-206</u>
3445739938 LABELMAKER PRINTER TAPE		<u>35.29</u>	<u>04/20</u>	<u>101-51650-206</u>
Total STAPLES ADVANTAGE:		<u>204.28</u>		
SUTNER, MELISSA				
DANCE-1 REFUND YOUTH DANCE-CANCELLED DUE TO CO		<u>27.50</u>	<u>05/20</u>	<u>101-34413</u>
Total SUTNER, MELISSA:		<u>27.50</u>		
SWEERE, ANGELA				
DANCE-24 REFUND YOUTH DANCE-CANCELLED DUE TO CO		<u>27.50</u>	<u>05/20</u>	<u>101-34413</u>
Total SWEERE, ANGELA:		<u>27.50</u>		
SWINKLES TRUCK&EXCAVATING CORP				
40136 PULVERIZED TOPSOIL		<u>84.00</u>	<u>04/20</u>	<u>101-55200-215</u>
40137 PULVERIZED TOPSOIL		<u>182.00</u>	<u>04/20</u>	<u>101-55440-215</u>
40139 PULVERIZED TOPSOIL		<u>84.00</u>	<u>04/20</u>	<u>101-55200-215</u>
40143 PULVERIZED TOPSOIL		<u>182.00</u>	<u>04/20</u>	<u>101-55440-215</u>
Total SWINKLES TRUCK&EXCAVATING CORP:		<u>532.00</u>		
THOMAS-MILLER, RACHEL				
DANCE-19 REFUND YOUTH DANCE-CANCELLED DUE TO CO		<u>27.50</u>	<u>05/20</u>	<u>101-34413</u>
Total THOMAS-MILLER, RACHEL:		<u>27.50</u>		
TRI CITY GLASS & DOOR				
I03-0331-59435 PLEXIGLASS FOR ELECTION BOOTHS		<u>1,442.50</u>	<u>04/20</u>	<u>101-51440-218</u>

Invoice	Description	Total Cost	Period	GL Account
Total TRI CITY GLASS & DOOR:		1,442.50		
TRUCK COUNTRY OF WISC X202600375:01 FUEL FILTER #81		76.74	04/20	101-53330-225
Total TRUCK COUNTRY OF WISC:		76.74		
TUTTLE, NICOLE DANCE-25 REFUND YOUTH DANCE-CANCELLED DUE TO CO		27.50	05/20	101-34413
Total TUTTLE, NICOLE:		27.50		
UNIFIRST CORPORATION 0970306690 LAUNDRY BAGS/WIPERS 0970307151 LAUNDRY BAGS/WIPERS 0970307599 LAUNDRY BAGS/WIPERS 0970308048 LAUNDRY BAGS/WIPERS		13.30 13.30 13.30 13.30	04/20 04/20 04/20 04/20	101-53330-218 101-53330-218 101-53330-218 101-53330-218
Total UNIFIRST CORPORATION:		53.20		
UNIFORM SHOPPE 298179 CSO PRINTING FOR VEST & JACKETS		45.00	04/20	207-52120-212
Total UNIFORM SHOPPE:		45.00		
VALDEZ, MAYRA 061620 SECURITY DEPOSIT REFUND-EVENT CANCELLED 061620 REFUND RENTAL FEE-EVENT CANCELLED DUE T		100.00 150.00	04/20 04/20	208-21235 208-34401
Total VALDEZ, MAYRA:		250.00		
VAN DEN HEUVEL, WHITNEY DANCE-20 REFUND YOUTH DANCE-CANCELLED DUE TO CO		27.50	05/20	101-34413
Total VAN DEN HEUVEL, WHITNEY:		27.50		
VAN DYN HOVEN, JACKIE CFEST 8/2/20 SECURITY DEPOSIT REFUND-CANCELLED DUE T CFEST 8/2/20 RENTAL FEE REFUND-CANCELLED DUE TO COVI		50.00 90.00	04/20 04/20	101-21235 101-34401
Total VAN DYN HOVEN, JACKIE:		140.00		
VAN HARPEN, ERIN DANCE-2 REFUND YOUTH DANCE-CANCELLED DUE TO CO		55.00	05/20	101-34413
Total VAN HARPEN, ERIN:		55.00		
VAN VEGHEL, LAURA DANCE-21 REFUND YOUTH DANCE-CANCELLED DUE TO CO		27.50	05/20	101-34413
Total VAN VEGHEL, LAURA:		27.50		
VAN VREEDE, PATRICK DANCE-26 REFUND YOUTH DANCE-CANCELLED DUE TO CO		27.50	05/20	101-34413

Invoice	Description	Total Cost	Period	GL Account
Total VAN VREEDE, PATRICK:		27.50		
VANDE WETTERING, JODI				
DANCE-14 REFUND YOUTH DANCE-CANCELLED DUE TO CO		27.50	05/20	101-34413
Total VANDE WETTERING, JODI:		27.50		
VANDEN HEUVEL, KELLY				
04/20 REIMBURSE REIMBURSE FOR COVID-19 EXPENSES		32.66	04/20	207-52120-213
Total VANDEN HEUVEL, KELLY:		32.66		
VANDEN HOGEN, ALLISON				
051720 SECURITY DEPOSIT REFUND-EVENT CANCELLED		100.00	05/20	208-21235
051720 REFUND RENTAL FEE-EVENT CANCELLED DUE T		125.00	05/20	208-34401
Total VANDEN HOGEN, ALLISON:		225.00		
VANDERLOOP, AMY				
DANCE-3 REFUND YOUTH DANCE-CANCELLED DUE TO CO		27.50	05/20	101-34413
Total VANDERLOOP, AMY:		27.50		
VERBONCOUER, SANDRA				
DANCE-27 REFUND YOUTH DANCE-CANCELLED DUE TO CO		27.50	05/20	101-34413
Total VERBONCOUER, SANDRA:		27.50		
VILLAGE OF KIMBERLY				
042720 PARKING TICKET PAID TO VLC IN ERROR		35.00	04/20	101-35201
Total VILLAGE OF KIMBERLY:		35.00		
VON BRIESEN & ROPER S.C.				
316944 GENERAL LABOR		2,650.50	04/20	101-51110-262
Total VON BRIESEN & ROPER S.C.:		2,650.50		
WAITE'S TREE SERVICE				
042220 REMOVED TREES AND CHIP BRUSH		8,650.00	04/20	101-55440-204
042220-1 ASH TREE REMOVALS		18,600.00	04/20	101-55440-204
042220-2 REMOVED HANGING BRANCHES		800.00	04/20	101-55440-204
Total WAITE'S TREE SERVICE:		28,050.00		
WEGAND, SCOTT				
04/20 REIMBURSE TRAPPING LICENSE REIMBURSEMENT		20.00	04/20	630-53441-218
Total WEGAND, SCOTT:		20.00		
WISCNET				
15591 1ST QTR NETWORK ACCESS 1/1 - 3/31 2020		750.00	04/20	404-57190-208
15591 1ST QTR NETWORK ACCESS 1/1 - 3/31 2020		750.00	04/20	207-52120-204
Total WISCNET:		1,500.00		

Invoice	Description	Total Cost	Period	GL Account
ZIMMERMAN, ANDREA				
	DANCE-32 REFUND YOUTH DANCE-CANCELLED DUE TO CO	27.50	05/20	101-34413
Total ZIMMERMAN, ANDREA:		27.50		
Grand Totals:		100,762.11		

Report GL Period Summary

Vendor number hash: 516199
Vendor number hash - split: 602598
Total number of invoices: 135
Total number of transactions: 162

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	100,762.11	100,762.11
Grand Totals:	100,762.11	100,762.11

Report Criteria:

Invoice Detail.Voided = {=} FALSE

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
AT&T (4444)							
304697422 04/20	Invoi	POOL INTERNET-INSTALLATION FEE	49.50	Open	Non	04/20	204-55420-203
304697422 04/20	Invoi	WELL #1 INTERNET-INSTALLATION FEE	173.08	Open	Non	04/20	620-53924-203
Total AT&T (4444):			222.58				
CELLCOM (4683)							
142045	Invoi	ENGINEERING PHONE CHARGES	208.54	Open	Non	04/20	452-57331-203
142045	Invoi	DATA SHARE 500MG INCREASE	20.00	Open	Non	04/20	452-57331-203
142045	Invoi	DPW PHONE CHARGES	321.33	Open	Non	04/20	101-53310-203
142045	Invoi	PARKS PHONE CHARGES	28.18	Open	Non	04/20	101-55200-203
142045	Invoi	BREEST INTERNET HOT SPOT	21.65	Open	Non	04/20	101-55200-203
142045	Invoi	REC PHONE CHARGES	134.33	Open	Non	04/20	101-55300-203
142045	Invoi	FACILITIES PHONE CHARGES	43.52	Open	Non	04/20	101-51650-203
142045	Invoi	INSPECTOR PHONE CHARGES	42.85	Open	Non	04/20	101-52050-203
142045	Invoi	COMMUNITY DEVELOPER CHARGES	42.69	Open	Non	04/20	101-51530-208
Total CELLCOM (4683):			863.09				
FEHR GRAHAM ENGINEERING & (4414)							
92781	Invoi	2019 ANNUAL SAFETY REQUIREMENTS	1,427.50	Open	Non	04/20	101-53310-213
Total FEHR GRAHAM ENGINEERING & (4414):			1,427.50				
NASSCO INC (4886)							
S2591789.001	Invoi	PAPER TOWELS	45.12	Open	Non	04/20	101-53310-218
S2591789.001	Invoi	BATH TISSUE AND CLEANING SUPPLIES	483.31	Open	Non	04/20	101-55200-222
Total NASSCO INC (4886):			528.43				
TIME WARNER CABLE (89)							
04/20 70590040100	Invoi	APRIL/MAY SERVICE	61.05	Open	Non	04/20	101-52200-204
Total TIME WARNER CABLE (89):			61.05				
Grand Totals:			3,102.65				

Report GL Period Summary

Vendor number hash: 18516
 Vendor number hash - split: 65310
 Total number of invoices: 5
 Total number of transactions: 15

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	3,102.65	3,102.65
Grand Totals:	3,102.65	3,102.65

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
2020 REFUNDS-MISCELLANEOUS (5094)							
041120	Invoi	CIVIC CENTER ROOM REFUND	100.00	Open	Non	04/20	206-38211
Total 2020 REFUNDS-MISCELLANEOUS (5094):							
			100.00				
5 ALARM FIRE & SAFETY EQUIPMENT (4319)							
194862-1	Invoi	MSA FLOW TEST & ANNUAL COMPREESOR MAIN	2,530.89	Open	Non	04/20	101-52200-204
196383-1	Invoi	FULL FACE SHIELDS	198.23	Open	Non	04/20	101-52200-218
Total 5 ALARM FIRE & SAFETY EQUIPMENT (4319):							
			2,729.12				
AMERICAN FIDELITY ASSURANCE (4885)							
2067612	Invoi	FLEX SPENDING APRIL	1,322.92	Open	Non	04/20	101-21368
D145212	Invoi	APRIL BILLING	1,528.04	Open	Non	04/20	101-21367
Total AMERICAN FIDELITY ASSURANCE (4885):							
			2,850.96				
AT& T (409)							
92078873810963 0	Invoi	MAR/APR SERVICE	17.05	Open	Non	04/20	207-52120-203
92078873810963 0	Invoi	MAR/APR SERVICE	85.22	Open	Non	04/20	101-53310-203
92078873810963 0	Invoi	MAR/APR SERVICE	17.05	Open	Non	04/20	204-55420-203
92078873810963 0	Invoi	MAR/APR SERVICE	68.18	Open	Non	04/20	620-53924-203
Total AT& T (409):							
			187.50				
AUTOMATED COMFORT CONTROLS (4980)							
25575	Invoi	SEMI-ANNUAL BILLING @ SAFETY CENTER 1/1/20	589.50	Open	Non	04/20	207-52120-243
25575	Invoi	SEMI-ANNUAL BILLING @ SAFETY CENTER 1/1/20	196.50	Open	Non	04/20	101-52250-243
26277	Invoi	SERVICE CALL @ VILLAGE HALL	268.50	Open	Non	04/20	101-51650-245
26409	Invoi	SEMI-ANNUAL BILLING @ VH 1/1/20-6/30/20	1,500.00	Open	Non	04/20	101-51650-243
26415	Invoi	SEMI-ANNUAL BILLING @ LIBRARY 1/1/20-6/30/20	949.00	Open	Non	04/20	206-55110-243
CM032720	Invoi	OVERPAYMENT ON ACCOUNT	25.68-	Open	Non	04/20	101-53310-245
Total AUTOMATED COMFORT CONTROLS (4980):							
			3,477.82				
BUILDING SERVICES GROUP INC (4899)							
44771	Invoi	MONTHLY CLEANING-CIVIC CENTER	1,073.00	Open	Non	04/20	206-55110-243
44772	Invoi	MONTHLY CLEANING-VILLAGE HALL	1,340.00	Open	Non	04/20	101-51650-243
44773	Invoi	MONTHLY CLEANING-MUNICIPAL GARAGE	454.00	Open	Non	04/20	101-53310-243
Total BUILDING SERVICES GROUP INC (4899):							
			2,867.00				
DELTA DENTAL OF WISCONSIN (33)							
1441597	Invoi	MAY DENTAL	4,172.32	Open	Non	04/20	101-21345
1441598	Invoi	MAY DENTAL - WPPA	1,907.24	Open	Non	04/20	101-21345
VISION 05/20	Invoi	MAY VISION	332.56	Open	Non	04/20	101-21366
Total DELTA DENTAL OF WISCONSIN (33):							
			6,412.12				
FARRELL EQUIPMENT & SUPPLY CO INC (4598)							
1086239	Invoi	CAUTION TAPE FOR PLAYGROUNDS	119.92	Open	Non	04/20	101-55200-218
Total FARRELL EQUIPMENT & SUPPLY CO INC (4598):							
			119.92				
GREEN BOYZ INC (4841)							
74754	Invoi	VEGETATION CONTROL	80.00	Open	Non	04/20	101-51650-243
74755	Invoi	VEGETATION CONTROL	80.00	Open	Non	04/20	206-55110-243

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account	
74756	Invoi	VEGETATION CONTROL	60.00	Open	Non	04/20	207-52120-243	
74756	Invoi	VEGETATION CONTROL	20.00	Open	Non	04/20	101-52250-243	
Total GREEN BOYZ INC (4841):			240.00					
KAUKAUNA UTILITIES (234)								
03/20 9012695	Invoi	DOYLE PARK WELL	2,837.86	Open	Non	04/20	620-53624-249	
APRIL 2020	Invoi	1800 STEPHEN ST	561.62	Open	Non	04/20	630-53441-249	
APRIL 2020	Invoi	721 W ELM DR	124.11	Open	Non	04/20	208-52900-249	
APRIL 2020	Invoi	1401 E ELM DR	916.63	Open	Non	04/20	101-53310-249	
APRIL 2020	Invoi	STEPHEN ST SIGN	16.24	Open	Non	04/20	101-53300-249	
APRIL 2020	Invoi	SIGNALS/NE CORNER N & ELM	74.71	Open	Non	04/20	101-53300-249	
APRIL 2020	Invoi	PATRIOT DR FLAG POLE	39.28	Open	Non	04/20	101-53300-249	
APRIL 2020	Invoi	SIGNALS/NORTH & BUCHANAN	42.93	Open	Non	04/20	101-53300-249	
APRIL 2020	Invoi	STREET LIGHTING	8,741.69	Open	Non	04/20	101-53300-249	
APRIL 2020	Invoi	SIGNALS/MAIN & MADISON	42.75	Open	Non	04/20	101-53300-249	
APRIL 2020	Invoi	COMMUNITY BRIDGE LIGHTING	170.29	Open	Non	04/20	101-53300-249	
APRIL 2020	Invoi	SIGNALS/GRAND & MAIN	42.01	Open	Non	04/20	101-53300-249	
APRIL 2020	Invoi	SECURITY LIGHT	12.47	Open	Non	04/20	101-53300-249	
APRIL 2020	Invoi	CANAL BRIDGE - SOUTH SIDE	67.27	Open	Non	04/20	101-53300-249	
APRIL 2020	Invoi	CANAL BRIDGE - NORTH SIDE	17.79	Open	Non	04/20	101-53300-249	
APRIL 2020	Invoi	STEPHEN ST TOWER/LIGHTING	234.23	Open	Non	04/20	620-53624-249	
APRIL 2020	Invoi	#3 WELL WASHINGTON ST	2,183.57	Open	Non	04/20	620-53624-249	
APRIL 2020	Invoi	#4 WELL EVERGREEN DR	3,342.39	Open	Non	04/20	620-53624-249	
APRIL 2020	Invoi	PUMP STATION JEFFERSON ST	947.56	Open	Non	04/20	620-53624-249	
APRIL 2020	Invoi	LINCOLN AVE E HEESAKKER PARK	264.45	Open	Non	04/20	101-55200-249	
APRIL 2020	Invoi	VAN LIESHOUT PK SECURITY LT	56.93	Open	Non	04/20	101-55200-249	
APRIL 2020	Invoi	VAN LIESHOUT BALLFIELD	181.37	Open	Non	04/20	101-55200-249	
APRIL 2020	Invoi	VAN LIESHOUT PARK	135.66	Open	Non	04/20	101-55200-249	
APRIL 2020	Invoi	LEGION PARK RESTROOMS	484.05	Open	Non	04/20	101-55200-249	
APRIL 2020	Invoi	HERITAGE PARK	21.89	Open	Non	04/20	101-55200-249	
APRIL 2020	Invoi	HEESAKKER PARK TRAIL	28.61	Open	Non	04/20	101-55200-249	
APRIL 2020	Invoi	DOYLE PARK BALLFIELD DP2 LIGHT	54.70	Open	Non	04/20	101-55200-249	
APRIL 2020	Invoi	DOYLE PARK STAGE	32.62	Open	Non	04/20	101-55200-249	
APRIL 2020	Invoi	BALLFIELD DP1/SHED LIGHTS	131.93	Open	Non	04/20	101-55200-249	
APRIL 2020	Invoi	MUNICIPAL POOL	171.47	Open	Non	04/20	204-55420-249	
APRIL 2020	Invoi	CIVIC CENTER	849.19	Open	Non	04/20	206-55110-249	
APRIL 2020	Invoi	VILLAGE HALL	775.28	Open	Non	04/20	101-51650-249	
APRIL 2020	Invoi	VILLAGE HALL PLAZA	16.24	Open	Non	04/20	101-51650-249	
APRIL 2020	Invoi	SAFETY CENTER	389.10	Open	Non	04/20	101-52250-249	
APRIL 2020	Invoi	SAFETY CENTER	583.65	Open	Non	04/20	207-52120-249	
Total KAUKAUNA UTILITIES (234):			24,592.54					
LITTLE CHUTE AREA SCHOOL DIST (265)								
1ST QTR 2020	Invoi	1ST QTR MOBILE HOME FEES	2,269.38	Open	Non	04/20	101-31140	
Total LITTLE CHUTE AREA SCHOOL DIST (265):			2,269.38					
MADISON NATIONAL LIFE (4857)								
1387971	Invoi	MAY LTD	965.33	Open	Non	04/20	101-21385	
1387971	Invoi	MAY LIFE	399.95	Open	Non	04/20	101-21391	
Total MADISON NATIONAL LIFE (4857):			1,365.28					
MARCO TECHNOLOGIES LLC (3100)								
7509535	Invoi	SET UP VM TO EMAIL FOR FINANCE MAILBOX 200	225.00	Open	Non	04/20	404-57190-204	

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
		Total MARCO TECHNOLOGIES LLC (3100):	225.00				
		NASSCO INC (4886)					
S2595900.001	Invoi	HAND SANITIZER	158.36	Open	Non	04/20	206-55110-244
S2595900.001	Invoi	HAND SANITIZER	109.38	Open	Non	04/20	101-51650-244
S2595900.001	Invoi	HAND SANITIZER	52.01	Open	Non	04/20	207-52120-244
S2595900.001	Invoi	HAND SANITIZER	17.32	Open	Non	04/20	101-52250-244
		Total NASSCO INC (4886):	337.07				
		SUN LIFE FINANCIAL (4312)					
232004-MAY 2020	Invoi	MAY STD	249.67	Open	Non	04/20	101-21365
		Total SUN LIFE FINANCIAL (4312):	249.67				
		TIME WARNER CABLE (89)					
04/20 71538770140	Invoi	APRIL/MAY SERVICE	580.26	Open	Non	04/20	101-53310-203
		Total TIME WARNER CABLE (89):	580.26				
		TRANSAMERICA LIFE INSURANCE COMPANY (4355)					
2503716668	Invoi	APRIL BILLING	579.70	Open	Non	04/20	101-21364
		Total TRANSAMERICA LIFE INSURANCE COMPANY (4355):	579.70				
		VILLAGE OF KIMBERLY (998)					
042320	Invoi	SEAT BELT TICKET PAID TO VLC IN ERROR	10.00	Open	Non	04/20	101-35101
		Total VILLAGE OF KIMBERLY (998):	10.00				
		VILLAGE OF LITTLE CHUTE (1404)					
APRIL 2020	Invoi	SAFETY CENTER	70.01	Open	Non	04/20	101-52250-249
APRIL 2020	Invoi	SAFETY CENTER	280.04	Open	Non	04/20	207-52120-249
APRIL 2020	Invoi	GB & MISS CANAL CO	4.95	Open	Non	04/20	101-51780-249
APRIL 2020	Invoi	VILLAGE HALL	218.41	Open	Non	04/20	101-51650-249
APRIL 2020	Invoi	CIVIC CENTER	273.59	Open	Non	04/20	206-55110-249
APRIL 2020	Invoi	HERITAGE PARK	5.78	Open	Non	04/20	101-55200-249
APRIL 2020	Invoi	LEGION PARK RESTROOMS	380.33	Open	Non	04/20	101-55200-249
APRIL 2020	Invoi	VAN LIESHOUT PARK	120.45	Open	Non	04/20	101-55200-249
APRIL 2020	Invoi	HEESAKKER PARK RESTROOM	52.33	Open	Non	04/20	101-55200-249
APRIL 2020	Invoi	DOYLE PARK POOL/RESTROOMS	293.29	Open	Non	04/20	204-55420-249
APRIL 2020	Invoi	DOYLE PARK POOL/RESTROOMS	293.29	Open	Non	04/20	101-55200-249
APRIL 2020	Invoi	DOYLE PARK - LOW FLOW	10.97	Open	Non	04/20	204-55420-249
APRIL 2020	Invoi	PUMP STATION JEFFERSON ST	32.69	Open	Non	04/20	620-53624-249
APRIL 2020	Invoi	DOYLE PARK WELL #1	12.95	Open	Non	04/20	620-53624-249
APRIL 2020	Invoi	#3 WELL WASHINGTON ST	15.68	Open	Non	04/20	620-53624-249
APRIL 2020	Invoi	200 KAREN DR	8.25	Open	Non	04/20	416-57600-249
APRIL 2020	Invoi	206 KAREN DR	8.25	Open	Non	04/20	416-57600-249
APRIL 2020	Invoi	1401 E ELM DR	975.55	Open	Non	04/20	101-53310-249
APRIL 2020	Invoi	721 W ELM DR	13.42	Open	Non	04/20	208-52900-249
APRIL 2020	Invoi	3609 FREEDOM RD-WATER/SEWER	8.25	Open	Non	04/20	630-53441-249
		Total VILLAGE OF LITTLE CHUTE (1404):	3,078.48				
		WE ENERGIES (2788)					
4494800612	04/20	Invoi DOYLE POOL	24.65	Open	Non	04/20	204-55420-249

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
4494800612 04/20	Invoi	200 E MCKINLEY ST-FVMPD	251.63	Open	Non	04/20	207-52120-249
4494800612 04/20	Invoi	200 E MCKINLEY ST-FIRE DEPT	167.75	Open	Non	04/20	101-52250-249
4494800612 04/20	Invoi	920 WASHINGTON ST	46.12	Open	Non	04/20	620-53624-249
4494800612 04/20	Invoi	PLANT #1 (100 WILSON ST)	242.08	Open	Non	04/20	620-53624-249
4494800612 04/20	Invoi	PLANT #2 (1118 JEFFERSON ST)	128.65	Open	Non	04/20	620-53624-249
4494800612 04/20	Invoi	CIVIC CENTER (630 MONROE ST)	770.32	Open	Non	04/20	206-55110-249
4494800612 04/20	Invoi	LC WELL #4 PUMPHOUSE (625 E EVERGREEN)	260.97	Open	Non	04/20	620-53624-249
4494800612 04/20	Invoi	STREET LIGHTS	1,106.37	Open	Non	04/20	101-53300-249
4494800612 04/20	Invoi	PUMP STATION @ EVERGREEN & FRENCH	527.44	Open	Non	04/20	620-53624-249
4494800612 04/20	Invoi	108 W MAIN ST	640.57	Open	Non	04/20	101-51650-249
4494800612 04/20	Invoi	CROSSWINDS LED STREET LIGHTS	82.33	Open	Non	04/20	101-53300-249
4494800612 04/20	Invoi	1401 E ELM DR	2,087.01	Open	Non	04/20	101-53310-249
4494800612 04/20	Invoi	721 W ELM DR	150.71	Open	Non	04/20	208-52900-249

Total WE ENERGIES (2788): 6,486.60

Grand Totals: 58,758.42

Report GL Period Summary

Vendor number hash: 110250
 Vendor number hash - split: 211455
 Total number of invoices: 33
 Total number of transactions: 107

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	58,758.42	58,758.42
Grand Totals:	58,758.42	58,758.42

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
2020 REFUNDS-MISCELLANEOUS (5094)							
041420	Invoi	OVERPAYMENT ON LIQUOR LICENSE	100.00	Open	Non	04/20	101-21220
Total 2020 REFUNDS-MISCELLANEOUS (5094):							
100.00							
ALL PRO CUSTOM GRAPHX (4168)							
4666	Invoi	QTY 3-SAGA THREE NAVY JACKETS W/EMBROID	317.00	Open	Non	04/20	101-52200-212
Total ALL PRO CUSTOM GRAPHX (4168):							
317.00							
AT & T (5080)							
287294953059	04/2	Invoi FEB/MAR SERVICE	291.84	Open	Non	04/20	101-52200-203
Total AT & T (5080):							
291.84							
BAYCOM (1318)							
27072	Invoi	WIRELESS HEADSET ON DOCKING STATION	212.50	Open	Non	04/20	101-52200-205
Total BAYCOM (1318):							
212.50							
BUILDING SERVICES GROUP INC (4899)							
44697	Invoi	REC CENTER CLEANING	53.32	Open	Non	04/20	208-52900-204
Total BUILDING SERVICES GROUP INC (4899):							
53.32							
FARRELL EQUIPMENT & SUPPLY CO INC (4598)							
1085852	Invoi	EAR PLUGS	57.00	Open	Non	04/20	101-53300-213
1085852	Invoi	EAR PLUGS	57.00	Open	Non	04/20	101-55200-213
Total FARRELL EQUIPMENT & SUPPLY CO INC (4598):							
114.00							
FIREPENNY (5109)							
22228	Invoi	LAUNDRY SANITIZER	248.83	Open	Non	04/20	101-52200-218
Total FIREPENNY (5109):							
248.83							
GFC LEASING - WI (4989)							
100578688	Invoi	GFC PW COPIER LEASING	92.26	Open	Non	04/20	101-53310-207
Total GFC LEASING - WI (4989):							
92.26							
KERBERROSE SC (2740)							
209182	Invoi	2019 AUDIT - PROGRESS BILLING	1,220.00	Open	Non	04/20	207-52120-262
209182	Invoi	2019 AUDIT - PROGRESS BILLING	1,982.50	Open	Non	04/20	414-57400-262
209182	Invoi	2019 AUDIT - PROGRESS BILLING	610.00	Open	Non	04/20	415-57500-262
209182	Invoi	2019 AUDIT - PROGRESS BILLING	1,982.50	Open	Non	04/20	416-57600-262
209182	Invoi	2019 AUDIT - PROGRESS BILLING	610.00	Open	Non	04/20	417-57700-262
209182	Invoi	2019 AUDIT - PROGRESS BILLING	610.00	Open	Non	04/20	418-57800-262
209182	Invoi	2019 AUDIT - PROGRESS BILLING	6,862.50	Open	Non	04/20	610-53614-262
209182	Invoi	2019 AUDIT - PROGRESS BILLING	6,862.50	Open	Non	04/20	620-53924-262
209182	Invoi	2019 AUDIT - PROGRESS BILLING	9,760.00	Open	Non	04/20	630-53444-262
Total KERBERROSE SC (2740):							
30,500.00							
KWIK TRIP INC (2365)							
LCFD MAR 2020	Invoi	MAR FUEL FOR LCFD	9.73	Open	Non	04/20	101-52200-218

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
		Total KWIK TRIP INC (2365):	9.73				
		LAPPEN SECURITY PRODUCTS INC (735)					
LSPQ43159	Invoi	50% PAYMENT SECURITY CAMERAS AT DOYLE P	3,000.00	Open	Non	04/20	204-55420-302
LSPQ43159	Invoi	50% PAYMENT SECURITY CAMERAS AT WELL #1	1,500.00	Open	Non	04/20	620-53624-255
LSPQ43159	Invoi	50% PAYMENT SECURITY CAMERAS AT WELL #1	1,500.00	Open	Non	04/20	620-53634-255
		Total LAPPEN SECURITY PRODUCTS INC (735):	6,000.00				
		RIESTERER & SCHNELL INC (1063)					
1718583	Invoi	GATOR KIT & OIL	61.70	Open	Non	04/20	101-53330-218
		Total RIESTERER & SCHNELL INC (1063):	61.70				
		RIVERSIDE BY REYNEBEAU FLORAL (322)					
144820/1	Invoi	FLORAL ARRANGEMENT- VERHAGEN	58.50	Open	Non	04/20	101-52200-219
144821/1	Invoi	FLORAL ARRANGEMENT- SCHOMMER	58.50	Open	Non	04/20	101-52200-219
		Total RIVERSIDE BY REYNEBEAU FLORAL (322):	117.00				
		SAM'S CLUB/SYNCHRONY BANK (1728)					
04/20 00204221446	Invoi	LYSOL WIPES	6.24	Open	Non	04/20	101-55300-206
04/20 00204221446	Invoi	LYSOL WIPES	6.24	Open	Non	04/20	101-55300-213
		Total SAM'S CLUB/SYNCHRONY BANK (1728):	12.48				
		ST. ELIZABETH HOSPITAL (354)					
03/20 EL.FVMPD	Invoi	MARCH BLOOD DRAWS	78.78	Open	Med	04/20	207-52120-204
		Total ST. ELIZABETH HOSPITAL (354):	78.78				
		TIME WARNER CABLE (89)					
04/20 60505470190	Invoi	APRIL/MAY SERVICE	159.01	Open	Non	04/20	101-51650-203
04/20 60703290180	Invoi	APRIL/MAY SERVICE	106.16	Open	Non	04/20	620-53924-203
04/20 66256890150	Invoi	APRIL/MAY SERVICE	24.72	Open	Non	04/20	101-52200-208
		Total TIME WARNER CABLE (89):	289.89				
		U.S. BANK (5015)					
04/20 59455565491	Invoi	TITLE FOR '09 STREET SWEEPER-DMV	172.89	Open	Non	04/20	101-53330-204
04/20 59455565491	Invoi	SAFETY GLASSES	107.51	Open	Non	04/20	101-53300-213
04/20 59455565491	Invoi	SAFETY GLASSES	107.51	Open	Non	04/20	101-55200-213
04/20 59455565491	Invoi	INK FOR PRINTER	21.04	Open	Non	04/20	101-55200-206
04/20 59455565491	Invoi	INK FOR PRINTER	21.04	Open	Non	04/20	101-55300-206
04/20 59455565491	Invoi	GO TO MEETING SUBSCRIPTION	7.39	Open	Non	04/20	101-55200-208
04/20 59455565491	Invoi	GO TO MEETING SUBSCRIPTION	7.38	Open	Non	04/20	101-55300-208
04/20 59455565491	Invoi	QUIZ MAKER ACCOUNT	276.00	Open	Non	04/20	101-55200-208
04/20 59455565491	Invoi	STORAGE BIN	42.19	Open	Non	04/20	101-51440-206
04/20 59455565491	Invoi	WEDA MEMBERSHIP-FENLON	325.00	Open	Non	04/20	101-51400-208
04/20 59455565491	Invoi	ADOBE	26.36	Open	Non	04/20	101-51400-204
04/20 59455565491	Invoi	GO TO MEETING SUBSCRIPTION	151.92	Open	Non	04/20	101-51400-204
04/20 59455565491	Invoi	OFFICE SUPPLIES & HDMI CABLE	29.53	Open	Non	04/20	101-52200-206
04/20 59455565491	Invoi	CLEAN & MAINTAIN FLAG	52.75	Open	Non	04/20	202-51960-301
04/20 59455565491	Invoi	INK FOR PRINTER & SECURITY SOFTWARE	142.79	Open	Non	04/20	101-52200-206
04/20 59455565491	Invoi	ANTIMICROBIAL CLEANERS	80.98	Open	Non	04/20	101-52200-218
04/20 59455565491	Invoi	WIAAI SEMINAR	1,250.00	Open	Non	04/20	101-52200-201

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
04/20 59455565491	Invoi	FLAGGING TRAINING	160.00	Open	Non	04/20	101-53300-201
04/20 59455565491	Invoi	WELDING HELMET	25.03	Open	Non	04/20	101-53330-218
04/20 59455565491	Invoi	DOG WASTE BAGS	108.89	Open	Non	04/20	101-55200-218
04/20 59455565491	Invoi	TRASH PICKERS	30.86	Open	Non	04/20	101-55200-218
04/20 59455565491	Invoi	TRASH PICKERS	30.85	Open	Non	04/20	630-53442-218
04/20 59455565491	Invoi	ZOOM PROGRAM-VIRTUAL YOGA	15.81	Open	Non	04/20	101-55300-218
04/20 59455565491	Invoi	IPAD CASE	147.69	Open	Non	04/20	207-52120-221
04/20 59455565491	Invoi	ASCE MEMBERSHIP-MURAWSKI	350.00	Open	Non	04/20	101-51415-208
04/20 59455565491	Invoi	EXTERNAL HARD DRIVE	247.93	Open	Non	04/20	101-51415-206
04/20 59455565491	Invoi	FINANCIAL POLICIES RESOURCE BOOK	45.00	Open	Non	04/20	101-51420-208
04/20 59455565491	Invoi	PPE STORAGE	33.00	Open	Non	04/20	207-52120-218
04/20 59455565491	Invoi	FLAMMABLE CABINET & SHELF	1,110.94	Open	Non	04/20	207-52120-213
04/20 59455565491	Invoi	DOT PARKING SUSPENSIONS	9.18	Open	Non	04/20	207-52120-204
04/20 59455565491	Invoi	FIRST LINE SUPERVISOR TRAINING	600.00	Open	Non	04/20	207-52120-201
04/20 59455565491	Invoi	CARD STOCK BLANK CARDS & PENS	50.77	Open	Non	04/20	207-52120-206
04/20 59455565491	Invoi	SPRAY HEADS FOR DISINFECTANT	16.99	Open	Non	04/20	207-52120-244
04/20 59455565491	Invoi	COVERALLS & N95 MASKS	73.94	Open	Non	04/20	207-52120-213
04/20 59455565491	Invoi	RESPIRATORS, FILTERS, & LAB COATS	703.04	Open	Non	04/20	207-52120-213
04/20 59455565491	Invoi	DOOR ALERT KIT & POLICING SUPPLIES	74.99	Open	Non	04/20	207-52120-218
04/20 59455565491	Invoi	REFUND FOR TRAINING	425.00-	Open	Non	04/20	207-52120-201
04/20 59455565491	Invoi	TRANSUNION	50.00	Open	Non	04/20	207-52120-204
04/20 59455565491	Invoi	ARLO SMART ELITE SINGLE CAMERA MONTHLY	4.99	Open	Non	04/20	207-52120-203
04/20 59455565491	Invoi	SQUAD EQUIPMENT & PPE STORAGE BOXES	177.50	Open	Non	04/20	207-52120-218
04/20 59455565491	Invoi	ANIMAL BARRIER FOR CSO SQUAD	45.99	Open	Non	04/20	207-52120-218
Total U.S. BANK (5015):			6,510.67				
VALLEY LIQUOR (1239)							
824732	Invoi	BEVERAGES AND SUPPLIES	149.45	Open	Non	04/20	101-52200-211
825511	Invoi	BEVERAGE SUPPLIES	149.45	Open	Non	04/20	101-52200-211
Total VALLEY LIQUOR (1239):			298.90				
WARRANT PAYMENTS (4565)							
M20003325	Invoi	WARRANT-YOUNG	435.00	Open	Non	04/20	207-21495
Total WARRANT PAYMENTS (4565):			435.00				
WAUSAU EQUIPMENT COMPANY INC (1155)							
6953481	Invoi	SNOW PLOW REPAIR #80	454.33	Open	Non	04/20	101-53330-225
Total WAUSAU EQUIPMENT COMPANY INC (1155):			454.33				
Grand Totals:			46,198.23				

Report GL Period Summary

Vendor number hash: 58364
 Vendor number hash - split: 288680
 Total number of invoices: 24
 Total number of transactions: 76

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	46,198.23	46,198.23
Grand Totals:	46,198.23	46,198.23

Village of Little Chute
REQUEST FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: Reducing Liquor License Fees for Class “B” Establishments (Restaurants and Taverns)

PREPARED BY: Laurie Decker

REPORT DATE: May 06, 2020

ADMINISTRATOR'S REVIEW/COMMENTS:

No additional comments to this report *JPF*

See additional comments attached

EXPLANATION: The below email was received from Marty DeCoster, President of the Outagamie County Tavern League. He is requesting that all Class “B” liquor licenses in Outagamie County reduce fees from \$400.00 to the lowest amount allowed by state statute which is \$50.00 for the July 1, 2020 through June 30, 2021. Below is a table listing of our current Class “B” holders. Revenue of these licenses is \$6800 and if we reduce the fees collected would be \$850 for the year.

To Whom it may concern,

As you all are aware The Restaurants, Bars and Supper Clubs in your municipality have been shut down since 5pm on March 17th. Governor Evers latest Extension will put us closed until May 26th the Tuesday **AFTER** Memorial Day. That will be a total of 70 days, including St. Patrick’s Day, Easter, Mother’s Day and the season starting Memorial Day weekend. Some of us have been able to do carryout orders, but this is nowhere near enough revenue to keep our businesses going. Unfortunately, not all liquor license holders have food forcing them to be shut down completely. Considering these issues, I am asking on behalf of your small business community that your municipality consider placing on an upcoming agenda the following:

Lowering the renewal of existing class b liquor license to \$50 the lowest amount allowed by state statute. This may not seem like a lot of money to you, but every little bit helps to our small struggling businesses in Wisconsin. Thank you for your time, if you have any questions please feel free to contact me.

Thank you, Sincerely,
Outagamie County Tavern League
President
Marty DeCoster

BUSINESS	COMB "B"	PAY \$50.00	Total
5TH QUARTER OF LITTLE CHUTE	400.00	50.00	
DOWN THE HILL	400.00	50.00	
EL JARIPIERO	400.00	50.00	
EL JARIPIERO 2	400.00	50.00	
GENTLEMAN JACKS PUB & GRILL	400.00	50.00	
HAWK'S NEST	400.00	50.00	
HEITING PLACE	400.00	50.00	
HOLLANDERS (Willies Cedar Lounge)	400.00	50.00	
LADDER HOUSE ON MAIN ST.	400.00	50.00	
M'S BAR	400.00	50.00	
PINE STREET (GNH Enterprises)	400.00	50.00	
ROSEHILL TAVERN	400.00	50.00	
SETH'S COFFEE	400.00	50.00	
TRISH'S POP IN AGAIN	400.00	50.00	
UP THE HILL	400.00	50.00	
VILLAGE LIMITS	400.00	50.00	
WEENIE'S STILL	400.00	50.00	
TOTAL FOR TAVERNS & RESTAURANTS	6,800.00	850.00	(\$5,950)

RECOMMENDATION: For Board Discussion/Potential Action

**VILLAGE OF LITTLE CHUTE
RESOLUTION NO. 14, SERIES 2020**

**URBAN NON-POINT SOURCE & STORMWATER GRANT PROGRAM TO
IMPROVE STORM WATER QUALITY, VILLAGE OF LITTLE CHUTE,
OUTAGAMIE COUNTY, WISCONSIN**

WHEREAS, the Wisconsin DNR has determined that excessive sediment and phosphorus are impacting surface water quality and designated uses for the Fox River; and

WHEREAS, the Village of Little Chute desires to construct the Vandenbroek Pond in order to help reduce excess sediment and phosphorus discharging into the Fox River; and

WHEREAS, the Vandenbroek Pond will assist the Village with NR 216 Municipal Stormwater Permit and Total Maximum Daily Load compliance; and

WHEREAS, the Village conducted public education and outreach activities with landowners located in the immediate project area and the Village discussed the Vandenbroek Pond project during a Village Board meeting; and

WHEREAS, the local-share funds for the Vandenbroek Pond project are already included specifically in the Village's adopted budget and the Village has included the project's anticipated costs in its adopted Capital Improvement Plan; and

NOW THEREFORE BE IT RESOLVED, that the Village of Little Chute hereby supports submittal of an Urban Non-Point Source & Storm Water (UNPS&SW) Construction Grant Application to the Wisconsin Department of Natural Resources (DNR) for the Vandenbroek Pond.

Introduced, approved and adopted this 6th day of May, 2020.

By: _____
Michael Vanden Berg, Village President

Attest: _____
Laurie Decker, Village Clerk

VILLAGE OF LITTLE CHUTE

RESOLUTION NO. 15, SERIES OF 2020

URBAN NON-POINT SOURCE & STORMWATER GRANT PROGRAM VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN

WHEREAS, the Village of Little Chute is interested in obtaining a Grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban stormwater runoff pollution sources (as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 153 and 155); and

WHEREAS, a cost-sharing grant is required to carry out the project:

THEREFORE, BE IT RESOLVED, that the Village of Little Chute

HEREBY AUTHORIZES, the Village Engineer to act on behalf of the Village of Little Chute to:

- Sign and submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Sign a grant agreement between the Village of Little Chute and the Department of Natural Resources;
- Sign and submit reimbursement claims along with necessary supporting documentation;
- Sign and submit interim and final reports and other documentation as required by the grant agreement;
- Sign and submit an Environmental Hazards Assessment Form, if required; and
- Take necessary action to undertake, direct and complete the project.

BE IT FURTHER RESOLVED that the Village of Little Chute shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Introduced, approved and adopted this 6th day of May, 2020.

I hereby certify that the foregoing resolution was duly adopted by the Little Chute Village Board at a legal meeting on this 6th day of May, 2020.

By: _____
Michael Vanden Berg, Village President

Attest: _____
Laurie Decker, Village Clerk

Village of Little Chute
REQUEST FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: COVID 19 Fire Service Mutual Aid Agreement

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

REPORT DATE: May 1st, 2020

EXPLANATION: The Little Chute Fire Chief has worked closely with his counterparts in Kimberly, Combined Locks, and Buchanan on the attached agreement. The aforementioned communities have approved the agreement.

Little Chute staff and legal counsel have reviewed the agreement and recommend approval.

RECOMMENDATION: Approve the agreement as attached.

**COVID-19 Coronavirus
Fire Service Mutual Aid
Agreement**

STATEMENT OF PURPOSE: It is the purpose of this COVID-19 Coronavirus Fire Service Mutual Aid Agreement ("Agreement") is to provide a regional system to allocate potentially limited resources during the COVID-19 Coronavirus Emergency declared by the State of Wisconsin to assure that participating municipalities receive necessary emergency responses. Reliance on mutual aid under this Agreement when resources may be depleted due to the current Emergency is intended to supplement existing mutual aid agreements pertaining to firefighting and first responder capabilities and is not intended to be a substitute for maintenance of an adequate level of firefighting capability and/or first responder care.

This Agreement is entered into by and between the following municipalities located within Outagamie County and/or adjacent to Outagamie County that provide fire protection:

**Village of Combined Locks, Village of Kimberly, Village of Little Chute
and Town of Buchanan (collectively, "members" and/or "parties")**

1. **AUTHORITY:** This Agreement is entered into pursuant to § 66.0301 Wis. Stats. Intergovernmental Cooperation and §323.15(4) Wis. Stats. Heads of Emergency Management; Duties and Powers; Powers During an Emergency.
2. **EFFECTIVE DATE:** This Agreement shall become effective on the date executed; a copy hereof shall be filed in the office of the municipal clerks of the respective parties.
3. **OPERATION:** Each member municipality hereby authorizes their Fire Chief to request and afford mutual aid from and to other members of this Agreement when properly requested. In the absence of the Fire Chief, departmental personnel are authorized to act employing the appropriate chain of command.
4. **TERMS:** The member fire departments and first responder groups to this Agreement hereby agree as follows:
 - A. Nothing contained herein is intended in any way require a member to this Agreement to, at any time, materially impair the service necessary for the protection of their individual municipalities. (Right of Refusal). Similarly, nothing contained herein shall be deemed to unconditionally require any party to this Agreement to provide aid to a requesting department. Each party has the right to reject any request for, or withdraw from, the provision of, any aid.
 - B. The Fire Chiefs from the participating Departments will each act as the

Regional Coordinators for their respective departments for purposes of requests under this Agreement. The Chiefs may also designate deputies or alternate coordinators during the period of Emergency as necessary to provide for continuity of operations in their sole discretion.

- C. Each member Fire Department agrees to provide, and update as reasonably necessary, the other members with the following information:
 1. names of chief officers
 2. business telephone numbers of the departments, if available
 3. a copy of the department personnel roster showing the chain-of-command
 4. a list of personnel with special skills or certifications
 5. a list of any or all equipment available for mutual aid
 6. maps of the member's community
- D. The Regional Coordinator and/or the Regional Coordinator's designees may, subject to shortages of personnel and/or equipment during the Emergency period, make a request through the Outagamie County Sheriff's Department Dispatch Center for the automatic assistance of one or more of the members/parties to this Agreement. The municipality requesting mutual aid should make reasonable efforts to be specific as to what department(s) is requested to be dispatched and the estimated time period to be covered by the request.
- E. The Regional Coordinator and/or the Regional Coordinator's designees agree to make all reasonable efforts to promptly review requests received from other members and determine, in their sole discretion, whether the receiving department has the equipment and personnel available to facilitate a fair and equitable response under this Agreement.
- F. Each member agrees to respond to calls in the order they are received as well as based upon the perceived severity of the request for assistance requested. There shall be no liability upon any member or respective department in the case of non-attendance or in case the responding member's equipment, employees or volunteers must be recalled by the Regional Coordinator for emergency response elsewhere. It is understood that fire, EMS and the need for fire and EMS employees, volunteers and equipment has priority in the municipality from which they originated. It is understood and agreed that each member has the right to deny a request for services if, in that member's sole discretion, the member is unable to provide equipment, employees or volunteers while safely providing service to their own municipality. If staff or

equipment is not available for automatic response or is subsequently recalled, the department from which they are recalled will be notified by the recalling Regional Coordinator immediately.

- G. Aiding departments agree to respond in official Fire Department vehicles unless specifically authorized by both their own and the requesting department to respond in casual attire and/or with personal vehicles. Directions to the appropriate facility shall be provided by the aided department. For this Agreement, Chief Officers may respond in casual attire and/or with their own personal vehicle.
- H. Each department shall maintain full charge of daily operations for that department. Each department is responsible for obtaining all necessary information for the completion of fire and emergency medical reports for incidents originating within their respective municipalities. Officers, employees and volunteers responding as a result of this Agreement agree to cooperate and provide all information necessary for the completion of fire and emergency medical reports when requested.
- I. The Fire Chiefs of the various signatories are hereby authorized to further enact the details of this Agreement for efficient day-to-day operation.
- J. All parties shall exercise due diligence in returning lost or forgotten equipment or material to the rightful owner.

5. **DEPARTMENT EMPLOYEES AND VOLUNTEERS:** In accordance with Wisconsin State Statutes § 323.41, for purposes of Wisconsin State Statutes §§ 895.35 and 895.46, personnel acting in response to a request for assistance shall remain employees of the department which they are employed by and covered by their department for all liability purposes, and also including workers compensation insurance coverage.

In accordance with Wisconsin State Statutes §323.40, if a member of a responding department is injured or killed while responding to, acting at, or returning from an incident covered under this agreement, the department of which they are a member, or the municipality by which they are employed shall grant them the same compensation and insurance benefits that it would provide if the incident occurred in the department's jurisdiction. All wage and disability payments, pension and worker's compensation claims, damage to equipment and clothing, and medical expense shall be paid by the municipality regularly employing the employee.

For all other purposes, each municipality shall be legally responsible for their own personnel. All parties shall procure their own respective commercial insurance policies satisfactory to insure for liability of the actions of their own employees

that may arise as a result of a mutual aid response.

6. **INDEMNIFICATION/GOVERNMENT IMMUNITY:** No member/party to this Agreement shall be held liable to another member/party for damages, loss of equipment, injury to personnel or payment of compensation arising as a result of assistance rendered under the terms of this agreement. No provision contained in this Agreement is intended to waive or estop the parties or their insurers from relying upon the limitations, defenses, and immunities within Sections 345.05 and 893.80 Wis. Stats. To the extent indemnification is available and enforceable, the parties and/or their insurers shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law. Nothing herein requires a member requesting assistance to indemnify or reimburse a member(s) providing assistance for workers compensation premiums, claims, or benefits to an employee, or for other claims covered by the insurance companies of the member(s) providing assistance.
7. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the members/parties and supersedes any and all other agreements, either oral or written, between the members/parties regarding automatic fire and/or EMS assistance specifically in response to the State of Emergency/COVID-19 Coronavirus health crisis. Each party acknowledges that no representation, inducement, promise, or agreement has been made by or on behalf of any party which is not embodied herein and agrees that no agreement, promise, or statement not contained in this Agreement shall be valid or binding.
8. **TERM:** This Agreement shall be binding from its effective date until December 31, 2020 and only during the times in which the Public Health Emergency Due to COVID-19 as declared by the Wisconsin Governor is in effect. However, any member/party may withdraw from this Agreement at any time by providing ten (10) days written notification served personally, or by registered mail upon all members/parties. Once the withdrawal is effective, the withdrawing member/party shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining members/parties. This Agreement may be terminated at any time by the unanimous consent of the members/parties as determined by the governing units of the members/parties. Any member may withdraw from this Agreement upon thirty (30) days advance notice to all other members of such withdrawal.
9. **MODIFICATION:** This Agreement may not be altered, amended, modified, or renewed except by written consent of all members/parties.
10. **SEVERABILITY:** In the event that any provision of this Agreement shall, for any reason, be determined by a court of competent jurisdiction to be invalid or otherwise unenforceable in any respect, the Towns agree that the remaining portions of this Agreement shall remain valid. 5

IN WITNESS HEREOF, the member/parties hereto have entered into this Agreement effective as of the ____ day of April, 2020.

(Signature Pages to Follow)

Town of Buchanan

Town Chair Person – Mark Mc Andrews _____ Date _____

Clerk Treasurer – Cynthia Sieracki _____ Date _____

Fire Chief – Ray Mohr _____ Date _____

Village of Combined Locks

Administrator – Racquel Shampo-Giese _____ Date _____

Fire Chief – Ken Wiedenbauer _____ Date _____

Village of Little Chute

Village President-Mike Vanden Berg _____ Date _____

Administrator – James Fenlon _____ Date _____

Fire Chief – Mark Jansen _____ Date _____

Village of Kimberly

Administrator – Danielle Block _____ Date _____

Fire Chief – Bob Van Thiel _____ Date _____



Village of Little Chute
REQUEST FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: Fox River Boardwalk Bid Award

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

REPORT DATE: May 1, 2020

ADMINISTRATOR'S REVIEW/COMMENTS:

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

EXPLANATION: On Monday, April 20 the City of Kaukauna opened the Fox River Boardwalk bids during their Public Works Committee Meeting. The low bid was from Michels Corporation of Brownsville, WI in the amount of \$3,140,100.00. This low bid is in line with the project budget. The complete project budget is listed below. Items that are not included in the project budget below include the donor archways, donor monument sign, and a few site amenities.

PROJECT BUDGET

EXPENSES	
Project Construction – Michels Corporation	\$3,140,100
Railroad Acquisition and Removal	\$85,000
Bring Electric to Site – Kaukauna Utilities	\$20,902
Engineering - GRAEF	\$97,260
TOTAL	\$3,343,262
FUNDRAISING AND AVAILABLE FUNDS	
City of Kaukauna	\$330,000
Village of Little Chute	\$330,000
Outagamie County	\$600,000
Community Foundation	\$650,000
WI – Stewardship RTP	\$14,182.72
WI – Stewardship Regional Urban	\$483,274
WI – Stewardship Urban Rivers	\$155,726
WI – Stewardship National Park Service	\$483,072
Fox Cities Visitor and Convention Bureau	\$250,000
Hoffman Family – Little Chute	\$84,970.04
The Great Wisconsin Cheese Festival	\$20,000
Unannounced Donation	\$100,000
Fox Cities Greenways – Individual Donors	\$30,299.45
TOTAL	\$3,531,524.21
DIFFERENCE	\$181,262.21

PROJECT SCHEDULE

- May - August – Finalize acquisition and removal of rail with Canadian National
- Mid-August/Early September – Start of construction
- June 2021 - Substantial Completion

ATTACHMENTS: Bid Tabulation

RECOMMENDATION: Award the project to Michels Corporation in the amount of \$3,140,100.00 contingent on the City of Kaukauna also awarding the project at their City Council meeting on Tuesday, May 5.

TABULATION OF BIDS



CITY OF KAUKAUNA
PROJECT 5-20
FOX RIVER BOARDWALK

BID OPENING
Monday, April 20th, 2020
6:00 PM

CONTRACTOR (QUALIFIED BIDDER)	LOCATION (CITY)	ADDENDA (4)	BASE BID NO. 1	DONATION (DEDUCT)
JANKE GENERAL CONTRACTORS	Athens	X	\$5,129,721.00	\$0.00
LUNDA CONSTRUCTION CO.	Shiocton	X	\$4,342,000.00	\$0.00
MICHELS CORPORATION	Brownsville	X	\$3,140,100.00	\$0.00
PHEIFER BRO.CONST. CO., INC.	Neenah	X	\$6,262,491.60	\$0.00
ZENITH TECH, INC.	Waukesha	X	\$6,140,830.00	\$0.00

GRAEF

1150 Springhurst Drive, Suite 201
Green Bay, WI 54304
920 / 592 9440

Village of Little Chute
REQUEST FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: Fox River Boardwalk Engineering Proposal

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

REPORT DATE: May 1, 2020

ADMINISTRATOR'S REVIEW/COMMENTS:

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

EXPLANATION: GRAEF Engineering has provided a proposal for engineering services for the Fox River Boardwalk Project. This proposal will take us through the completion of the project. We had some additional detail design work such as a retaining wall and environmental permitting. GRAEF then included the total required for bidding services that they have provided including creating the bid packet, answering contractor questions, and tabulating the bid results. The last item included in their proposal is construction services. This includes onsite inspection services during construction of the boardwalk.

The City of Kaukauna will also be reviewing and approving this proposal at their City Council meeting on Tuesday, May 5.

Proposal

Additional Detail Design Services that we performed - \$8570

Bidding Services - \$9735

Construction Services - \$78,955

TOTAL (not to exceed) - \$97,260

ATTACHMENTS: GRAEF Engineering Proposal

RECOMMENDATION: Action approval of GRAEF engineering's proposal for engineering work through construction contingent on the City of Kaukauna also approving the proposal at their City Council meeting on Tuesday, May 5.



April 9, 2020

Mr. Adam Breest, Director
Dept. of Parks, Recreation, and Forestry
Village of Little Chute
108 W. Main St.
Little Chute, WI 54140

Subject: Amendment 2 to Agreement for Professional Services for
Fox River Boardwalk – Detailed Design
Additional Design, Bidding & Construction Services

Dear Mr. Breest:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal to amend our services to the Village of Little Chute (Client). An executed copy of this proposal will amend our Agreement dated May 30, 2018.

This amendment proposal is for professional services for the Fox River Boardwalk – Detailed Design (Project). This proposal is subject to GRAEF's Standard Terms and Conditions, which were attached to our original proposal.

It is our understanding that the nature of the Project is engineering services related to the construction of a multi-modal boardwalk bridge crossing of the Fox River from the Village of Little Chute to the City of Kaukauna. The location of the crossing is from the Heritage Parkway Trail in Little Chute (north-west) to the former railroad right-of-way owned by the City of Kaukauna on the south side of the river. The Basic Services previously authorized for the Project under the Agreement include design, permitting assistance, and delivery of final plans.

The Basic Services provided under this amendment include additional services identified during the design phase, as well as bidding assistance and construction administration with on-site representation. The final design plans were completed on March 16, 2020, and the documents are currently being advertised to procure bids. The construction phase services are expected to begin in May 2020, in preparation of anticipated construction start by mid-August 2020 and end by mid-June 2021 (approximately 10 months or 40 weeks).



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

DESIGN SERVICES

- Prepare Endangered Resource Review Request, including application fee;
- Conduct Cultural Resources Investigation, including coordination of review and approval by agencies;
- Attend Public Information Hearing, related to WDNR bridge permit, including preparation of presentation materials; and
- Prepare Retaining Wall Design, including coordination with vendors on specification and pre-approval of products.

BIDDING SERVICES

- Prepare and have published Advertisement for Bids;
- Distribute bid documents (by QuestCDN);
- Facilitate one (1) Pre-Bid Meeting;
- Respond to bidders' questions;
- Issue addenda (up to 4 included);
- Attend bid opening;
- Prepare bid tabulation; and
- Prepare written recommendation of award.

CONSTRUCTION SERVICES

- Provide Project Management and Construction Administration, including coordination with Client and project team. We are budgeting 2 hours per week (on average) for the anticipated construction duration (not to exceed total of 80 hours);
- Participate in a pre-construction meeting with the selected Contractor (civil and structural);
- Prepare Construction Bulletins (CBs) for modified elements of design (up to 4 included);
- Respond to Contractor Requests for Information (RFIs);
- Review shop drawings for products as specified by civil, landscape, structural and electrical technical design staff;
- Review and provide recommendation on Applications for Payment; submit to Client for processing;
- Review and prepare necessary Contract Change Orders; submit to Client for processing;
- Perform two (2) site visits per week (on average) by project representative (civil) for the anticipated construction duration (not to exceed a total of 320 hours);



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- Perform two (2) site visits during construction by technical design staff (landscape, structural, and electrical):
 - 50 percent complete. Provide brief written field report
 - 100 percent complete. Provide punch list report; and
- Perform one (1) additional punch list verification visit (by civil and structural) and provide list of outstanding items.

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

- Design Services – Previously completed.
- Bidding Services – Already in progress and will be completed by the end of April 2020.
- Construction Services – Expected to begin with pre-construction activities in May 2020 and otherwise scheduled concurrently with on-site work, which is anticipated to start by mid-August 2020 and end by mid-June 2020, over a 6 to 10-month construction timeframe.

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

- Preparation of Contract Documents and distribution for certification;
- Direction to Contractor on approved haul routes and required traffic control;
- Coordination with Kaukauna Utilities on installation of electrical service; and
- Coordination with Canadian National Railroad on property access rights.

At your written request, GRAEF will provide a scope and fee for any Additional Services not specifically stated in the amended Basic Services for your review and authorization.

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

Detailed Design (Add. Services)	\$ 8,570.00
Bidding Services	\$ 9,735.00
<u>Construction Services</u>	\$ 78,955.00
<u>TOTAL (NOT TO EXCEED):</u>	\$ 97,260.00

We can perform the above scope of work on a time and expenses basis for an estimated fee not to exceed \$97,260 plus reimbursable expenses. The estimated fees reflect billing rates in accordance with the GRAEF Professional Services 2020 Fee Schedule as attached to this amendment proposal.

Reimbursable expenses are not included in the above estimate. Expenses such as mileage, shipping, production costs and equipment rental will be billed at cost and are estimated at \$3,400.



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

We look forward to continued collaboration on the Project with the Village of Little Chute.

Sincerely,

Graef-USA Inc.

Patrick J. Skalecki, P.E., LEED AP
Green Bay Office Manager | Principal

Accepted by: Village of Little Chute

(Signature)

(Name Printed)

(Title)

Date: _____

Ryan P. Van Camp, P.E., CFM, CPESC
Project Manager | Senior Civil Engineer



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PROFESSIONAL SERVICES 2020 FEE SCHEDULE

CLASSIFICATION	RATE
Senior Group Manager (P9)	\$ 205.00
Group Manager (P8)	\$ 190.00
Senior Professional (P7)	\$ 180.00
Professional (P6)	\$ 170.00
Professional (P5)	\$ 160.00
Professional (P4)	\$ 149.00
Professional (P3)	\$ 136.00
Professional (P2)	\$ 122.00
Professional (P1)	\$ 108.00
Senior Technician/Inspector (T6)	\$ 137.00
Senior Technician/Inspector (T5)	\$ 128.00
Senior Technician/Inspector (T4)	\$ 119.00
Technician/Inspector (T3)	\$ 106.00
Technician/Inspector (T2)	\$ 94.00
Technician/Inspector (T1)	\$ 76.00
Survey Crew - 1 Person	\$ 145.00
Survey Crew - 2 Person	\$ 210.00
Administrative	\$ 76.00

Automobile travel will be billed at the current federal rate of 57.5 cents per mile.

Survey vehicles will be billed at 75 cents per mile.

LIDAR scanner will be billed at \$150/hour.

Unmanned Aircraft System (UAS) will be billed at \$75/hour.

Expenses such as travel and supplies will be billed at actual cost.

Contracted services and consultants will be billed at cost plus 5 percent.

Village of Little Chute
REQUEST FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: County Sales Tax

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

REPORT DATE: May 1st, 2020

EXPLANATION: We last discussed this matter in early March. At that time, we had anticipated updated guidance which was eventually received from county staff on April 16th. Currently, we have until July 1st to respond to the county regarding acceptance of this potential revenue. Attached for your review is the following:

1. April 16 Correspondence – Sales Tax Update
2. Brown County Sales Tax Decision
3. Outagamie County Corporate Counsel Opinion
4. Sample Sales Tax Resolution
5. Original Sales Tax Sharing Correspondence

I have heard from some communities that have still expressed concern for accepting these funds under the language of the sample resolution above. Due to the levy restrictions and the unknown longevity of the sales tax revenue being shared and the impact sales tax has likely experienced due to the current pandemic, a community could find themselves in a difficult position if they reduced their levy corresponding to the sales tax. If these funds are allocated to capital projects, which is the heart of the Brown County case and the current allocation for some of Outagamie County's revenues, that would be appropriate.

This is provided for information and questions. At present, our allocation of the revenue is currently assigned to revolving fleet, which is supported by levy. I will bring this back to the Board of Trustees in early June so that we can finalize our acceptance of funds. I will also be working with other jurisdictions as well as our legal counsel to finalize our acceptance documents.

RECOMMENDATION: Provided for information.

**OUTAGAMIE COUNTY SALES TAX
MUNICIPAL & SCHOOL DISTRICT REVENUE SHARING
UPDATED INFORMATION (4/16/2020)**

Q: What new information is available at this time?

A: When Outagamie County provided information to municipalities and school districts in November of 2019 regarding the county ordinance which called for sharing a portion of county sales tax revenue with municipalities and school districts, there was a pending lawsuit in Brown County challenging the use of county sales tax revenue for new capital (construction) projects. Brown County Circuit Court Judge John P. Zakowski issued a decision in that case on March 24th. Attached is a copy of that decision for reference. It is unknown at this point if an appeal will be filed.

Q: What did the Judge decide?

A: In short, this decision found that Brown County's use of county sales tax revenue for future capital (construction) projects is consistent with the statutory language "**...the county sales and use taxes may be imposed only for the purpose of directly reducing the property tax levy and only in their entirety...**". Key excerpts from the decision include the following:

"While a dollar-for-dollar offset of the property tax base is certainly one example of a direct reduction, the Court concludes it is not the exclusive mandate based off the plain language of the statute, as the Taxpayers suggest."

"...the Court cannot conclude that as a matter of law the Taxpayers are correct in asserting that the only interpretation of the statute's language is that it requires the dollar-for-dollar offset as they advocate."

"...the Wisconsin Legislature had ample opportunity to amend section 77.70 to provide a dollar-for-dollar offset or other specific restrictions on a county's use of its sales and use tax revenue, but it has not done so."

"The Court firmly believes the directive that a sales and use tax "may be imposed" and the revenue used "only for the purpose of directly reducing the property tax levy..." left ample discretion to Wisconsin counties' elected officials as to how they would directly reduce their respective property tax levies."

Q: Does this decision apply beyond Brown County?

A: While the decision was well crafted, it should be noted that it only directly applies within Brown County. Because this decision was at the Circuit Court level, it does not have state-wide precedential effect. However, it does provide good *guidance* as to how other courts may view the issue.

Q: Does this decision change the county's documentation requirements for a municipality or school district to receive a share of the county sales tax revenue?

A: No, the original guidance regarding required documentation is still in effect. Municipalities and school districts will be required to adopt a resolution and sign a form agreeing to utilize the revenue consistent with state statute. Please note, however, that due to disruption of many municipal and school district business meetings during the COVID-19 Public Health Emergency, the **deadline for submission has been extended to July 1, 2020.**

Q: Will the Outagamie County Corporation Counsel advise municipalities and school districts on how they can legally use the county sales tax revenue?

A: No. Outagamie County Corporation Counsel Joe Guidote represents only Outagamie County and, as such, provides legal guidance to the county. The legal opinion he rendered on behalf of the county is attached for reference. Municipalities and school districts are encouraged to consult with their own legal counsel if there are concerns about how they plan to utilize county sales tax revenue.

Q: Has the county revised the county sales tax revenue projections due to the economic impacts of the COVID-19 Public Health Emergency?

A: Due to COVID-19, it is anticipated that actual 2020 revenues will most likely fall short of projections. The extent to which that occurs will depend on the duration of the emergency and how quickly the economy rebounds afterward. Outagamie County Finance is in the process of evaluating data as it becomes available to analyze this issue moving forward. One piece of information that will be utilized in that analysis is the State of Wisconsin's projection of the COVID-19 impact on sales tax revenue statewide. Municipalities and school districts would be prudent to assume a reduction in the projected county sales tax revenues in 2020.

Q: How has Outagamie County budgeted their portion of the county sales tax revenue?

A: The 2020 Outagamie County budget allocates the projected sales tax revenue as follows:

• Operating expenses*	\$6.6M
• Debt service**	\$5.4M
• Capital projects (i.e. road, construction projects)	\$5M
• <u>Share with municipalities and school districts</u>	\$3M
ORIGINAL 2020 ESTIMATED SALES TAX REVENUE	\$20M

**Note the county property tax levy was reduced by the equivalent amount of the sales tax applied towards operations, thereby permanently "resetting" the county's levy capacity under the state levy limit formula \$6.6M less than it otherwise would have been.*

***Note the county property tax levy was reduced by the equivalent amount of the sales tax applied towards debt service. However, since debt service is exempt from the state levy limit formula, the county property tax levy could be increased in subsequent budgets for debt service if sales tax revenues are re-appropriated elsewhere.*

Outagamie County Corporation Counsel has reviewed and approved the 2020 county budget as consistent with state statutes.

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

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

FILED

03-24-2020

Clerk of Circuit Court

Brown County, WI

2018CV000640

BY THE COURT:**DATE SIGNED: March 24, 2020**

Electronically signed by John P. Zakowski
Circuit Court Judge

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH VI

BROWN COUNTY

BROWN COUNTY,

Plaintiff,

v.

BROWN COUNTY TAXPAYERS ASSOCIATION
and FRANK BENNETT,

Defendants/Third-Party Plaintiffs,

Case No.: 18CV640

v.

PETER BARCA, Secretary,
Wisconsin Department of Revenue,

Third-Party Defendant.

DECISION AND ORDER

Before the Court are cross-motions for summary judgment from Plaintiff Brown County (“County”) and Defendants/Third-Party Plaintiffs Brown County Taxpayers Association (“BCTA”) and Frank Bennett (“Bennett”; collectively, “Taxpayers”). For the following reasons, the County’s motion will be **GRANTED** and the Taxpayers’ motion will be **DENIED**.

PROCEDURAL POSTURE

On May 17, 2017, the Brown County Board of Supervisors, relying on Wisconsin Statutes section 77.70¹, enacted a Sales and Use Tax Ordinance (“Ordinance”) creating a 0.5% sales and use tax on purchases made in Brown County. The Ordinance listed nine specific capital projects to be funded by the sales and use tax revenue. The County Clerk signed the Ordinance on May 19, 2017, the County Executive signed it on May 23, 2017, and the Board Chair signed it on May 24, 2017. Brown County published its proposed Notice of the 2018 Annual Budget to the public on October 13, 2017, and that budget provided that the revenue from the sales and use tax were to be used for the nine specific capital projects listed in the Ordinance. The Board of Supervisors made minor amendments to the proposed budget proposal and adopted it as the County’s 2018 budget on November 1, 2018. The County Executive signed the budget with no vetoes on November 7, 2018.

The Taxpayers filed Brown County case number 18CV13, seeking a declaratory judgment on the validity of the Ordinance on January 2, 2018. The Honorable William M. Atkinson, Brown County Circuit Court judge, dismissed the action, without prejudice, in his March 1, 2018, Decision and Order, on the grounds that the suit was improper due to the Taxpayers’ failure to provide notice under Wisconsin Statutes section 893.80. On March 1, 2018, the Taxpayers served a Notice of Claim on the County, seeking the same relief. The County disallowed that claim on or about May 22, 2018. The County, knowing an additional legal challenge to the Ordinance was likely on the way, preemptively filed this suit, seeking its own declaratory judgment that the Ordinance is valid in its current form. Conversely, the Taxpayers filed a counterclaim, asserting that the Ordinance is unlawful and void as a matter of law.

¹ All subsequent references to the Wisconsin Statutes are to the 2017–18 version unless otherwise indicated.

STANDARDS

I. Summary Judgment

Summary judgment will be granted only “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” WIS. STAT. § 802.08(2). A material fact is one that would influence the outcome of the case. *Metro. Ventures, LLC v. GEA Associates*, 2006 WI 71, ¶ 21, 291 Wis. 2d 393, 717 N.W.2d 58. An issue is “genuine” if a jury could find for the non-moving party based upon evidence provided in the record. *Id.* When reflecting on summary judgment motions, courts view affidavits and other proof in the light most favorable to the party opposing the motion, but consider evidentiary facts in the record true if they are not contested by other proof. *L.L.N. v. Clauder*, 209 Wis. 2d 674, 684, 563 N.W.2d 434 (1997).

Essentially, summary judgment is only appropriate if evidentiary facts indicate that “the law resolving the issue is clear.” *Rady v. Lutz*, 150 Wis. 2d 643, 647, 444 N.W.2d 58 (Ct. App. 1989). Any reasonable doubt whether a genuine issue of material fact exists shall be resolved in favor of the non-moving party, and the moving party has the burden of proving there is no issue of material fact and they are entitled to judgment as a matter of law. *Burdick Hunter of WI, Inc. v. Hamilton*, 101 Wis. 2d 460, 470, 304 N.W.2d 752 (1981). When the moving party establishes a prima facie case for summary judgment, the non-moving party has the burden to establish that there is a genuine issue for trial. *Helland v. Kurtis A. Froedtert Mem'l Lutheran Hosp.*, 299 Wis. 2d 751, 764, 601 N.W.2d 619 (Ct. App. 1995).

II. Statutory Interpretation

“When construing statutes, meaning should be given to every word, clause and sentence in the statute, and a construction which would make part of the statute superfluous should be avoided wherever possible.” *Hutson v. State Pers. Comm’n*, 2003 WI 97, ¶ 49, 263 Wis. 2d 612, 665 N.W.2d 212 (quoting *Kollasch v. Adamany*, 104 Wis. 2d 552, 563, 313 N.W.2d 47 (1981)). Additionally, courts “should not read into the statute language that the legislature did not put in.” *State v. Matasek*, 2014 WI 27, ¶ 20, 353 Wis. 2d 601, 846 N.W.2d 811 (quoted source omitted). “[S]tatutory language is interpreted in the context in which it is used; not in isolation but as part of a whole; in relation to the language of surrounding or closely-related statutes; and reasonably, to avoid absurd or unreasonable results.” *State ex rel. Kalal v. Circuit Court for Dane County*, 2004 WI 58, ¶ 46, 271 Wis. 2d 633, 681 N.W.2d 110. “Statutory language is given its common, ordinary, and accepted meaning, except that technical or specially-defined words or phrases are given their technical or special definitional meaning.” *Id.* ¶ 45. For additional guidance, dictionaries are an acceptable source to determine common, ordinary, and accepted meanings of statutory words. *Id.* ¶ 53–54 (See also *State v. McCoy*, 143 Wis. 2d 274, 287, 421 N.W.2d 107 (1988)).

If the meaning of the statute is clear, there is no ambiguity, and where statutory language is unambiguous, there is no need to consult extrinsic sources of interpretation such as legislative history. *Id.* ¶ 46 (citing *Bruno v. Milwaukee Cty.*, 2003 WI 28, ¶¶ 7, 20, 260 Wis. 2d 633, 660 N.W.2d 656). However, “a statute is ambiguous if it is capable of being understood by reasonably well-informed persons in two or more senses.” *Id.* ¶ 47 (citation omitted). “If a statute is ambiguous, the reviewing court turns to the scope, history, context, and purpose of the statute.” *Prison Litig. Reform Act in State ex rel. Cramer v. Schwarz*, 2000 WI 86, ¶ 18, 236 Wis.

2d 473, 613 N.W.2d 591. It is statutory interpretation which is central to the court's decision. The court sees the purpose of the sales tax was to fund projects that otherwise would have had to have been financed through borrowing, thereby driving up property taxes, a kind of third rail in today's political landscape. Is this permissible under the language of Wis. Stat. 77.70?

ANALYSIS

The statutory provision at issue in this case reads as follows:

Any county desiring to impose county sales and use taxes under this subchapter may do so by the adoption of an ordinance, stating its purpose and referring to this subchapter. The rate of the tax imposed under this section is 0.5 percent of the sales price or purchase price. Except as provided in s. 66.0621 (3m), the county sales and use taxes may be imposed only for the purpose of directly reducing the property tax levy and only in their entirety as provided in this subchapter.

WIS. STAT. § 77.70.

The question the parties ask this Court to answer is what it means "only" to "directly reduc[e]" the property tax levy in Brown County, Wisconsin. In the preceding sentence, the Court identified the operative words whose meanings the parties have skillfully debated. While seemingly simple in isolation, those three words—only, direct, and reduce—when used in the single sentence quoted above create the heart of the dispute here. Indeed, the parties do not dispute the County's authority to impose the Ordinance. The dispute is whether, in application, the Ordinance is "only" "directly reducing" the property tax levy in Brown County in compliance with Wisconsin Statutes section 77.70. *Id.*

Here, the Court elects to define these three words to provide additional guidance for the task at hand. According to the dictionary, the word "only" means: "as a single fact or instance and nothing more or different." MERRIAM-WEBSTER'S COLLEGIATE DICTIONARY 867 (11th ed. 2003). Next, the word "direct" means: "from point to point without deviation"; "from the source without

interruption or diversion”; and “without an intervening agency or step.” (*Id.* 353.) Lastly, the word “reduce” means: “to diminish in size, amount, extent, or number.” (*Id.* 1044.)

Indeed, the parties both insist that resolution of this matter involves nothing more than looking at the plain meaning of those three words. Therefore, in an effort to keep this decision simple for the parties, the Court will begin by analyzing the only interpretation of Wisconsin Statutes section 77.70—a Wisconsin Attorney General’s Opinion from 1998. Then the Court analyze the arguments of the parties in the context of both the language of Wisconsin Statutes section 77.70 and the Attorney General’s Opinion.

I. The Attorney General Opinion

On May 5, 1998, then Attorney General, James E. Doyle, issued an opinion to Ozaukee County Corporate Counsel, Mr. Dennis E. Kenealy. In response to Mr. Kenealy’s inquiry, Attorney General Doyle offered his opinion as to “how funds received from a county sales and use tax imposed under section 77.70, Stats., may be budgeted by the county board.” (Wis. Op. Att’y Gen. OAG 1-98, 1 (1998), <https://www.doj.state.wi.us/sites/default/files/dls/ag-opinion-archive/1998/1998.pdf>.) In the opinion, the Attorney General cites Wisconsin Statutes section 77.70 and emphasizes the same language the parties here argue over: “The county sales and use taxes may be imposed only for the purpose of directly reducing the property tax levy...” (*Id.*) In interpreting that sentence, the Attorney General opined that “such funds may be budgeted to reduce the amount of the overall countywide property tax levy or to defray the cost of any item which can be funded by a countywide property tax.” (*Id.*) In arriving at that opinion, the Attorney General provided a brief history of Wisconsin Statutes section 77.70.

According to the Attorney General, prior to 1985 few, if any, Wisconsin counties imposed a sales and use tax, likely because the counties could not control how revenue from the sales and

use tax would be used by local units of government within the county—such as towns, cities, and villages. (*Id.*, 1–2.) It was in 1985 that the Wisconsin Legislature amended section 77.70 to allow county governments to retain the sales and use tax revenue, provided the sales and use tax revenue was used “only for the purpose of directly reducing the property tax levy.” (*Id.* 2.) Once a county enacted a sales and use tax, the Attorney General explained the various ways it could potentially put the sales and use tax into practice.

One method of accounting for sales and use tax revenue which demonstrated a direct reduction of the property tax levy, was to show the sales and use tax revenue as a single line revenue source in the budget. (*Id.*) The Attorney General stated: “The countywide property tax levy is clearly reduced to the extent that the net proceeds of the sales and use tax are shown as a budget item which is subtracted directly from the total property tax before determining the net property tax that must be levied.” (*Id.*)

A second method of accounting for sales and use tax revenue was explained as follows:

Some counties have also budgeted the net proceeds of the sales and use tax as a revenue source used to offset the cost of individual items contained in the county budget. The same amount of countywide property tax reduction occurs whether the county board chooses to budget revenues from net proceeds of the sales and use tax as a reduction in the overall countywide property tax levy or as an offset against a portion of the costs of specific items which can be funded by the countywide property tax. (*Id.*)

Focusing on the issue funding of “specific items” in a county’s budget with sales and use tax revenue, the Attorney General considered whether the “specific items” in a county’s budget had to be existing at the time of the sales and use tax enactment, or whether new budget items could be funded, too. (*Id.*)

Looking at the plain language of the statute, the Attorney General concluded it would be “unreasonable” to construe Wisconsin Statutes section 77.70 in a way such that counties which

had started certain projects could fund and finish them with sales and use tax revenue, whereas other counties that were not yet funding similar projects could not use sales and use tax revenue to fund prospective budget items. (*Id.*, 2–3 (citing *Estate of Evans*, 28 Wis. 2d 97, 101, 135 N.W.2d 832 (1965)).) Again, the Attorney General went back to language of the statute, and found that because there was no such limiting language in the statute, it was his opinion there was no county-by-county restriction on authority to use sales and use tax revenue to fund individual budget items. (*Id.*, 3.) Therefore, counties could “budget the net proceeds of the sales and use tax as an offset against the cost of any individual budgetary item which can be funded by the countywide property tax.” (*Id.*)

As additional guidance to the querist, the Attorney General particularly counseled that meaning should be given to the word “directly” in the statute. (*Id.*) Indeed, the Attorney General even provided a dictionary definition of “directly” as: “without an intermediate step”. (*Id.*) For sales and use tax revenue to “directly” reduce the property tax levy, the Attorney General opined that such revenue could be put only towards budget items that could be funded from the countywide property tax levy to begin with. (*Id.*) The Attorney General continued: “Although any revenue source frees up other funds to be used for other budgetary purposes, the budgeting of sales and use tax proceeds to defray the cost of items which cannot be funded by a countywide property tax constitutes indirect rather than direct property tax relief.” (*Id.*)

In concluding, the Attorney General found that “...funds received from a county sales and use tax under section 77.70 may be budgeted by the county board to reduce the amount of the countywide property tax levy or to defray the cost of any budget item which can be funded by a countywide property tax.” (*Id.*)

II. The County's Argument

The County argues that the Ordinance is valid under the plain language of Wisconsin Statutes section 77.70, and that the County's interpretation of that Wisconsin Statute is supported by years of consistent application by the Wisconsin Attorney General, the Wisconsin Department of Revenue ("WIDOR"), and other Wisconsin counties. (Pl.'s Br. Supp. Mot. Summ. J. 2.) In putting Wisconsin Statutes section 77.70 into practice, the County argues it only had to comply with three statutory requirements. First, that the County had to adopt an ordinance authorizing the tax; second, that the tax must be imposed at the rate of 0.5 percent; and, three, that the tax may be imposed only for the purpose of directly reducing the property tax levy.² (*Id.* 2–3.)

The Ordinance mandates that the 0.5 percent sales and use tax "*shall be utilized*", for a temporary 72 month period, "*only* to reduce the property tax levy by funding [nine] specific capital projects." (Ordinance § 9.02 (emphasis in original).) Further, the Ordinance mandates that the sales and use tax "*[s]hall not be utilized* to fund any operating expenses other than lease payments associated with the [nine] specific capital projects". (*Id.*) The nine specific capital projects include:

- (1) Expo Hall Project – \$15,000,000.00;
- (2) Infrastructure, Roads and Facilities Projects – \$60,000,000.00;
- (3) Jail and Mental Health Projects - \$20,000,000.00;
- (4) Library Project – \$20,000,000.00;
- (5) Maintenance at Resch Expo Center Project – \$10,000,000.00;
- (6) Medical Examiner and Public Safety Projects – \$10,000,000.00;
- (7) Museum Project – \$1,000,000.00;
- (8) Parks and Fairgrounds Project – \$6,000,000.00; and
- (9) Stem Research Center Project – \$5,000,000.00.

(*Id.* (emphasis in original).) The County believes the quoted language above demonstrates the Ordinance's compliance with Wisconsin Statutes section 77.70. (Pl.'s Br. Supp. Mot. Summ. J. 7–8.)

² The property tax levy is calculated by adding the operating levy—revenue necessary to fund county operations—to the debt levy—revenue necessary to pay the county's debts. (Compl. ¶ 23; Pl.'s Br. Supp. Summ. J. 6.)

The Ordinance also contains a mill rate³ freeze which the County argues provides an additional safeguard against violating Wisconsin Statutes section 77.70. Specifically:

While this temporary sales and use tax Ordinance is in effect, the Brown County Mill Rate shall not exceed the 2018 Brown County Mill Rate. If the Brown County Mill Rate does exceed the 2018 Brown County Mill Rate during the 72 months that this temporary 0.5 percent Brown County sales and use tax is in effect, then this sales and use tax shall sunset on December 31 of the year the Brown County Mill Rate exceeds the 2018 Brown County Mill Rate.

(*Id.* at 8; Ordinance § 9.03.) The County argues this mill rate freeze “guarantees compliance” with Wisconsin Statutes section 77.70’s requirement that a sales and use tax be “imposed only for the purpose of directly reducing the property tax levy”, because the whole “purpose” of the sales and use tax is to prevent the operating levy from increasing. (Pl.’s Br. Opp’n to Def.’s Mot. Summ. J.

5.) Further, there is a sunset provision:

Subject to the following contingencies being met *on or before August 15, 2017*, this Ordinance shall take effect on January 1, 2018, and shall sunset 72 months thereafter, unless during said 72 month period any general obligation debt, excluding refunding bonds, is issued by Brown County in which case this Ordinance shall sunset on December 31 of the year any general obligation debt, excluding refunding bonds, is issued...

(Pl.’s Br. Supp. Mot. Summ. J. 8; Ordinance § 9.04 (emphasis in original).) In sum, the Ordinance would sunset before the 72-month term completes if the County’s mill rate increased—i.e. property taxes go up—and if the County ever issued new debt, other than a refinance of existing debt. (Pl.’s Br. Supp. Mot. Summ. J. 8.)

In continuing to develop its argument, the County suggests that Wisconsin Statutes section 77.70 is an enabling statute that “*allows* a county to impose a sales and use tax...”, but it contains no proscriptions on “*how* sales and use tax proceeds are to be used.” (*Id.* 14–15 (emphasis in

³ The mill rate is the amount, say for example \$1.00, per \$1,000.00 of the assessed value of real property, used to calculate the amount of property tax against the property. (Pl.’s Br. Supp. Summ. J. 8, n.10 (citation omitted); BLACK’S LAW DICTIONARY 1015 (8th ed. 2004).

original).) As touched on briefly in the prior paragraph of this decision, the County argues that the “purpose” of Wisconsin Statutes section 77.70 is what matters—and the purpose of the statute is to enable counties to directly reduce their property tax levy, not restrict how the counties spend the sales and use tax revenue. (*Id.* 15.) In furtherance of its argument that Wisconsin Statutes section 77.70 does not limit *how* sales and use tax revenue is to be spent, it points to the absence of any specific limiting language in the statute—such as “offset,” “deduct,” “subtract,” or “retire”—that would make clear to counties they were to only to subtract the sales and use tax revenue from the property tax levy. (*Id.* 16.)

As contrast, the County points out that the sales and use taxes created under Wisconsin Statutes sections 77.705 and 77.706—known as the Miller Park Stadium Tax and the Lambeau Field Tax respectively—both contain language mandating that proceeds from the tax “shall be used exclusively to retire” each stadium district’s debts. (*Id.*); Wis. STAT. §§ 77.705, 77.706. No such limiting language is found in Wisconsin Statutes section 77.70. Further, between these three separate statutes, the County emphasizes that the phrase “only in their entirety” simply refers to the amount of the sales and use taxes—it is not language that limits how the proceeds from the sales and use tax must be spent. (Pl.’s Br. Supp. Mot. Summ. J. 17.)

Continuing the theme of its argument, that Wisconsin Statutes section 77.70 is an enabling statute that allows counties to enact a sales and use tax, but is not a restraint on how counties spend the revenue from the tax, the County points to Wisconsin Statutes sections 66.0602(2)–(2m). There, the County points out a required a decrease in a county’s levy limit—a cap that limits increases in the operating levy to the percentage of the county’s new net construction⁴—should its

⁴ A similar definition is offered by the Taxpayers: a county’s levy is fixed at its current level, and can only be raised if the county experiences a net positive growth in property values due to new construction.” (Def.’s Br. Supp. Mot. Summ. J. 16.)

debt levy in the current year be less than its debt levy in the previous year in an amount equal to the difference between the two years. WIS. STAT. § 66.0602(2)–(2m); (Pl.’s Br. Supp. Mot. Summ. J. 6, 17–18.) Further, a county must reduce its levy limit in the current year if it receives fee revenue collected for a covered service—such a garbage collection, fire protection, or snow plowing. WIS. STAT. § 66.0602(2m)(b)1.–(b)2. The County notes that a negative adjustment for delineated revenue streams, as is found in Wisconsin Statutes section 66.0602(2m), is nowhere to be found in section 77.70. (Pl.’s Br. Supp. Mot. Summ. J. 18.) In other words, the County argues that if the Legislature intended section 77.70 to require a negative adjustment to a county’s property tax levy based on revenue from a sales and use tax, it would have added such language to section 77.70. (*Id.*) Indeed, the County points out that the levy limits in Wisconsin Statutes section 66.0602 were enacted in 2006, and section 77.70, in 1985—therefore, the Wisconsin Legislature has had ample opportunity to add either direct offset language as found in the Miller Park and Lambeau Field taxes, or a negative adjustment to account for revenue from a sales and use tax, but has declined to exercise either option.⁵ (*Id.*)

The County does not dispute that some of the nine specific capital projects it is funding with revenue of the Ordinance, are new spending projects, or were projects that had not started as of the date of the Ordinance. (Compl. Ex. A.) Therefore, the County supports the Attorney General’s interpretation of Wisconsin Statute section 77.70 which concluded that revenue from a sales and use tax may be used “to reduce the amount of the countywide property tax levy or to defray the cost of any budget item which can be funded by a countywide property tax.” (Pl.’s Br. Supp. Summ. Mot. J. 19; Wis. Op. Att’y Gen. OAG 1-98, 3 (1998).) The County also points out

⁵ The County also notes that the WIDOR does not interpret Wisconsin Statutes section 77.70 as requiring an offset—dollar for dollar or otherwise—because there is nothing on Form SL-202c, Section D: Adjustments to Allowable Levy Limits, which addresses revenue from sales and use taxes. (Pl. Br. Supp. Mot. Summ. J. 21–22.; Klingsporn Aff. ¶ 20, Ex. B, at 2.)

that the Attorney General's opinion was issued eight years before the enactment of the levy limits statutes. (Pl.'s Br. Supp. Mot. Summ. J. 20.) Further, the County cites *Schill v. Wisconsin Rapids Sch. Dist.*, 2010 WI 86, 327 Wis. 2d 572, 786 N.W.2d 177:

A well-reasoned attorney general's opinion interpreting a statute is, according to the court's rules of statutory interpretation, of persuasive value. Furthermore, a statutory interpretation by the attorney general is accorded even greater weight, and is regarded as presumptively correct, when the legislature later amends the statute but makes no changes in response to the attorney general's opinion.

Schill v. Wisconsin Rapids Sch. Dist., 327 Wis. 2d 572, ¶ 126 (citations omitted).

Lastly, the County argues that finding the Ordinance invalid would lead to "absurd results".

Bank Mut. v. S.J. Boyer Constr. Inc., 2010 WI 74, ¶ 24, 326 Wis. 2d 521, 785 N.W.2d 462. Specifically, the absurd result would be that Brown County would have to borrow to meet its budget obligations. (Pl.'s Br. Supp. Mot. Summ. J. 23.) As of December 21, 2018, the date of its brief in support its motion for summary judgment, the County's 2019 budget and levy had already been set and approved. (Klingsporn Aff. ¶ 36.) For example, a repeal of the Ordinance on December 22, 2018, would have resulted in the County having to borrow to fund its existing obligations and/or decreasing its budget by approximately \$24,500,000.00 to account for the anticipated sales and use tax revenue. (*Id.* ¶¶ 35–37.) Borrowing, would obviously cost the taxpayers interest. (*Id.* ¶ 29.) Also, a potential financial shortfall may hurt the County's credit rating. (*Id.* ¶ 38.) The County also alleges that revenue from the sales and use tax will result in a \$140.20 decrease from 2018–2023 for a median value home—\$163,200.00—in Brown County. (*Id.* ¶ 32.) Without the sales and use tax, the County alleges that property taxes on that same home would increase by \$356.48 in that same time period. (*Id.* ¶ 33.)

III. The Taxpayers' Argument

The Taxpayers frame their argument with a very interesting analogy. To avoid diluting the impact of the Taxpayers' hypothetical by attempting to rephrase it here, it is presented in its entirety.

If you give your daughter \$10,000 on the condition that she use it to reduce her burdensome credit card debt, can she use it for anything she wants? Can she use the money to finance a vacation to Europe on the theory that she could have charged the trip on her credit card and her balance is "reduced" because she didn't have to borrow the money? What does it mean to "reduce" something? What does it mean to say that money has to be used for a specific purpose? These simple questions are at the heart of this case.

(Def.'s Br. Supp. Mot. Summ. J. 1.) The Taxpayers ask: "Did the [C]ounty's property tax levy decrease by the amount of sales and use tax raised?" (*Id.*) They answer "no"—instead, the Ordinance resulted in additional spending and an increase in the County's property tax levy. (*Id.* 2.) Therefore, the Ordinance is void. (*Id.*)

Similar to the Court, the Taxpayers begin by defining the operative words in Wisconsin Statutes section 77.70. The Taxpayers define the word "reduce" in the exact same way as the Court—"to diminish in size, amount, extent, or number." (*Id.* 6.) The word "direct" they define as "stemming immediately from a source", "marked by the absence of an intervening agency, instrumentality, or influence." (*Id.*) The Taxpayers argue that "directly reducing the property tax levy" can only mean, to "diminish the amount of the levy in a manner stemming immediately from the source—the sales tax revenue—without any intervening steps." (*Id.*) The Taxpayers bolster this argument by defining the word "only" as "a single fact or instance and nothing more or different." (*Id.*) In essence, the single use of county sales and use tax proceeds is paying down, dollar for dollar, the property tax levy. (*Id.* 1.) Implicit in this argument, is the position that funding projects not in existence at the time of the sales and use tax is impermissible. (*Id.* 6–7.)

The Taxpayers support their plain language interpretation and resulting dollar-for-dollar offset function of Wisconsin Statutes section 77.70 with legislative history and the practices of other counties implementing a sales and use tax. The Taxpayers point out that during the 1980's property tax relief was a widespread topic of discussion in Wisconsin. (*Id.* 8.) While the state legislature was working on a bill that would refine the operation of sales and uses taxes by Wisconsin counties, then-Senator Russ Feingold suggested much of the language at issue here—that sales and use tax proceeds be used “only” for “property tax relief.” (*Id.* 8–9; Kamenick Aff. Ex. I, R. 69 at 177.) Senator Feingold’s proposed language eventually became the statute we are analyzing today. (*Id.* 9; *Id.* Ex. L & M, R. 69 at 180–181.) It is the earliest counties to adopt sales and use taxes, which the Taxpayers argue did it right—that those counties’ sales and use tax ordinances embody the intent of the statute, which is to provide property tax relief, not create new spending. (Def.’s Br. Supp. Mot. Summ. J. 9.)

There are 66 counties in Wisconsin with sales and use taxes, and the various sales and use tax ordinances fall into four separate categories according to the Taxpayers. (*Id.* 10.) The first is the counties whose ordinances simply quote the language in Wisconsin Statutes section 77.70. (*Id.*) Examples of this first category included Ashland, Columbia, and Florence Counties—their ordinances from 1987, 1989, and 2016, respectively. (2nd Kamenick Aff., R. 51 at 26, 40, & 49.) The second category includes counties that included additional language restricting the use of the sales and use tax revenue. (Def.’s Br. Supp. Mot. Summ. J. 10–11.) This second category includes Grant County’s ordinance adopted in 2002, which spells out the dollar-for-dollar reduction in the property tax levy by the amount of the sales and use tax revenue. (2nd Kamenick Aff., R. 51 at 54.) The third category includes counties that have, according to the Taxpayers “ignored” the statutory restriction of Wisconsin Statutes section 77.70 and have dedicated sales and use tax

revenue to broad categories of new spending, including capital projects. (Def.’s Br. Supp. Mot. Summ. J. 11). Washington County is an example of this third category, where it proposes to spend its sales and use tax revenue on items including an “approved Capital Improvement Program”, an “approved private economic development projects and debt retirement from capital projects, and by applying sales tax revenue as a direct offset to the county property tax levy in the annual operating budget.” (2nd Kamenick Aff., R. 52 at 55.) The last category, includes Brown County and its Ordinance, as well as Waupaca County⁶, which dedicate sales and use tax revenue to specific new projects. (Def.’s Br. Supp. Mot. Summ. J. 11.)

The Taxpayers argue that the Attorney General Opinion improperly encouraged counties to stray from what it contends is the purpose of Wisconsin Statute section 77.70—a dollar-for-dollar offset of the property tax base. (*Id.* 13.) At the time of the Opinion, some counties were using sales and use tax revenue to pay for new projects (*Id.*; *See* Wis. Op. Att’y Gen. OAG 1-98, 2 (1998).) The Attorney General therefore incorrectly interpreted Wisconsin Statutes section 77.70 and concluded “that there was no meaningful distinction between using sales and use taxes to pay for existing expenses (lowering the actual property tax levy) and using such taxes to pay for new expenses (preventing the property tax levy from rising)”. (Def.’s Br. Supp. Mot. Summ. J. 13–14.) This conclusion, the Taxpayers argue, shifted the focus from the intent of Wisconsin Statute section 77.70—using sales and use tax revenue “only” for property tax reduction—and instead to what types of projects said revenue could be used for. (*Id.* 14.) Such an analysis, when put into practice by counties allows for at best, indirect, and not direct, reduction of the property tax levy. (*Id.*)

⁶ Waupaca County’s ordinance proposed to construct a new and necessary Courthouse with its sales and use tax proceeds. (2nd Kamenick Aff., R. 52 at 57.)

Even if the Court were to conclude that the Attorney General Opinion is correct, the Taxpayers argue the Ordinance should still be declared void. This result is required because the Attorney General Opinion was issued prior to the Wisconsin Legislature enacting the levy limits found in section 66.0602. (*Id.* 15.) The Taxpayers argue that because the County could not have raised its property tax levy by enough to fund the nine specific projects delineated in the Ordinance, the Ordinance fails even under the Attorney General's interpretation. (*Id.*) The Taxpayers argument is that in that age before levy limits, the Attorney General must have based his opinion on the assumption that any county budget item paid for by sales and use tax revenue, would also have been fundable by a property tax increase. (*Id.* 15–16.) Post-2006, counties can no longer raise property taxes to any rate they desire absent a voter referendum. WIS. STAT. § 66.0602(4).

Because the County was limited, by statute, to a levy increase of \$4,453,035.00 in 2018, it could not have raised the property tax levy to cover the \$18,000,000.00 in spending the budget proposed. (Def.'s Br. Supp. Mot. Summ. J. 17.) This illustration is the crux of the Defendant's argument—that the County did not use its sales and use tax revenue generated under the Ordinance “only” to “directly” reduce the property tax. To further its point, the Taxpayers argue that the County could not have borrowed to fund the budget, either. Borrowing was not possible, according to the Taxpayers, because the County did not complete any of the prerequisites for borrowing, chiefly via a referendum or a vote of three-fourths the majority of the county board. (*Id.* 18.); *See* WIS. STAT. § 67.045.

The Taxpayers provide a closing to their argument that is as interesting as its opening, and to avoid any dilution of its message, they close as follows:

Using sales tax revenue to avoid a hypothetical property tax hike that might have occurred (had Brown County attempted to borrow money and had it been able to successfully navigate the process for doing so) is hardly a direct property tax reduction. It is, instead, a Rube Goldberg interpretation of the law. First, assume

that the County would have borrowed to pay for these projects had it not passed a sales tax. Second, assume that the County could and would have met the prerequisites to borrow for the projects. Third, assume that paying for debt service on *borrowing* is just as good as paying for the projects *directly*. Finally, assume that avoiding an increase actually counts as a reduction. This circuitous and uncertain route is not “reducing” anything, much less “directly reducing the property tax levy.”

(Def.’s Br. Supp. Mot. Summ. J. 19 (emphasis in the original).)

IV. The Court’s Decision

The court has spent considerable time evaluating and digesting the briefs, affidavits, and arguments of counsel. There have been some hyperbolic arguments of chaos ensuing if the court decides one way or another. The court has endeavored to find the correct legal, not political, decision. As the Court stated at the beginning of this decision, the task at hand is to determine what it means to “only” to “directly reduc[e]” the property tax levy in Brown County, Wisconsin, under Wisconsin Statute section 77.70.

Both the County and the Taxpayers argued that the answer to that query involved merely reading the statute, and naturally their respective argument was correct. However, after dozens of filings and oral argument, the Court was still tasked with answering a question that proved more difficult than at first blush. The Court thanks both the County and the Taxpayers for their thorough and sincere efforts at articulating and presenting their positions with the utmost quality and fervent zeal.

Ultimately, the Court concludes that the Taxpayer’s position—that Wisconsin Statutes section 77.70 requires a dollar-for-dollar reduction of the property tax levy with sales and use tax revenue generated by the Ordinance—is not the solely lawful operation required by the plain language of the statute. The Taxpayer’s interpretation of Wisconsin Statute section 77.70 and the implications of putting that interpretation into practice reads mechanisms into the statute that

simply are not present because the Wisconsin Legislature did not put them there. It is not the Court's duty to read new words and mechanisms into a statute when those words and mechanisms were not put there by the Wisconsin Legislature. *See Matasek*, 353 Wis. 2d 601, ¶ 20. If Wisconsin Statute section 77.70 were to require a dollar-for-dollar reduction of a county's property tax levy, then the Wisconsin Legislature would have said so in the body of the statute, and it would have spelled out the process for Wisconsin counties to follow. For example, whether a county must draft its budget based on estimated sales and use tax revenue, or, whether it must bank that revenue for a year and then proceed using a liquidated figure. While a dollar-for-dollar offset of the property tax base is certainly one example of a direct reduction, the Court concludes it is not the exclusive mandate based off the plain language of the statute, as the Taxpayers suggest.

The Court believes this conclusion is supported by applying the rules of statutory interpretation to the plain language of Wisconsin Statute section 77.70. Indeed, "statutory language is interpreted in the context in which it is used; not in isolation but as part of a whole; in relation to the language of surrounding or closely-related statutes; and reasonably, to avoid absurd or unreasonable results." *State ex rel. Kalal*, 271 Wis. 2d 633, ¶ 46. The Court's reasoning under this framework follows. Also, the Attorney General Opinion which also supports the Court's conclusion that the Ordinance is not void as a matter of law, as argued by the Taxpayers, will be discussed in turn, as well.

a. The Context of WIS. STAT. § 77.70

Wisconsin Statutes section 77.70 is found in Subchapter V of Chapter 77 of the Wisconsin Statutes. Subchapter V is entitled "County and Special District Sales and Use Taxes". The first sentence of Wisconsin Statute section 77.70 states: "Any county desiring to impose county sales and use taxes under this subchapter *may* do so..." WIS. STAT. § 77.70 (emphasis added). When the

word “may” is used in a statute, discretionary authority is implied. *Liberty Grove Town Bd. v. Door Cnty. Bd. of Supervisors*, 2005 WI App 166, ¶ 10, 284 Wis. 2d 814, 702 N.W.2d 33 (citation omitted). Therefore, Wisconsin Statute section 77.70 gives Wisconsin counties the “discretion” to enact a sales and use tax. *See id.* However, the Wisconsin Legislature limited a county’s discretion by requiring that “the county sales and use taxes may be imposed *only for the purpose of directly reducing the property tax levy...*” at the rate of 0.5 percent. WIS. STAT. § 77.70 (emphasis added). This statute, in the Court’s opinion, is an enabling statute, with minor qualifiers, that when read in a vacuum leaves its actual operation far from as cut and dry as the Taxpayers insist.

The statute sections that follow, however, begin to add context and clarity to the scope of the discretion that the Wisconsin Legislature delegated to the counties under the statute section at issue. They do so through the revenue spending limitation the Wisconsin Legislature placed on two tax districts which it did not place on counties. Wisconsin Statutes sections 77.705 and 77.706—the Miller Park Stadium Tax and the Lambeau Field Tax respectively—both start with the same permissive language that both taxing districts “*may* impose a sales tax and a use tax under this subchapter...” WIS. STAT. §§ 77.705–77.706 (emphasis added). However, the stadium tax sections include a mandatory restriction on exactly how the sales and use tax revenue must be spent. Each section states that sales and use tax revenues “*shall* be used *exclusively to retire the district’s debt.*” *Id.* (emphasis added). Indeed, the use of “[t]he word “shall” is presumed to be mandatory when it appears in a statute.” *Liberty Grove Town Bd.*, 284 Wis. 2d 814, ¶ 9. Therefore, in the stadium tax section, there is but one use for the revenue, specifically to pay the districts’ debts dollar-for-dollar, as opposed to some other project associated with the stadium district. As a result, the districts have no discretion in how they spend their sales and use tax revenue.

The Taxpayers suggest this Court should *interpret* Wisconsin Statute section 77.70 in such a way that it operates in the same way the stadium tax sections were *actually written* by the Wisconsin Legislature. Unfortunately, the specificity of the stadium tax sections is not present in Wisconsin Statutes section 77.70 since paying a county's debts is but one avenue to directly reduce the property tax levy. To further the point with an example—the Wisconsin legislature could have refined its intentions when drafting Wisconsin Statutes section 77.70. It could have concluded it is best for Wisconsin counties not pay the interest costs associated with borrowing, and therefore, provided that counties "may" enact a sales and use tax "exclusively to retire the county's debt," and once a county's debt has been retired, the sales and use tax "shall sunset on the last day of the quarter in which certification that the county's debt is retired has been provided to the Department of Revenue." Unfortunately, such specificity is not found in Wisconsin Statute section 77.70, and therefore, the Court cannot conclude that as a matter of law the Taxpayers are correct in asserting that the only interpretation of the statute's language is that it requires the dollar-for-dollar offset as they advocate.

The Wisconsin Legislature was certainly capable of placing such restrictions on the counties, but it did not do so. Indeed, Wisconsin Statute section 66.0602 is an excellent example of the Wisconsin Legislature's capabilities of controlling the operational aspects of a county's budget. There, as has been discussed in this decision, a dollar-for-dollar negative adjustment to a county's levy limit is required when a county's debt levy in the current year is less than its debt levy in the previous year. WIS. STAT. § 66.0602(2m)(a). The following paragraphs provide further evidence of legislative design—a county "shall reduce its levy limit... by an amount equal to the estimated amount..." of certain types of revenue. WIS. STAT. § 66.0602(2m)(b)2.-3. Most pertinent to this decision, Wisconsin Statute section 66.0602 was enacted in 2006, whereas section

77.70 was enacted in 1985—therefore, the Wisconsin Legislature had ample opportunity to amend section 77.70 to provide a dollar-for-dollar offset or other specific restriction on a county’s use of its sales and use tax revenue, but it has not done so. (Pl.’s Br. Supp. Mot. Summ. J. 18; Def.’s Br. Supp. Mot. Summ. J. 16.) Therefore, the unreasonable and absurd result the Court will avoid here is reading mechanisms into Wisconsin Statute section 77.70 that the Wisconsin Legislature did not place there, though it had the opportunity and the know-how to do it. *State ex rel. Kalal*, 271 Wis. 2d 633, ¶ 46; *See also Matasek*, 353 Wis. 2d 601, ¶ 20.

A second unreasonable result would be for this Court to usurp the decisions of the County’s elected officials. The Court firmly believes the directive that a sales and use tax “may be imposed” and the revenue used “only for the purpose of directly reducing the property tax levy...” left ample discretion to Wisconsin counties’ elected officials as to how they would directly reduce their respective property tax levies. Wis. STAT. § 77.70. The statute, which is an enabling statute, permits that counties “desiring to impose” a sales and use tax “may do so by the adoption of an ordinance.” *Id.* The wording of “desiring to impose” implies a legislative process that is to occur at the county level. *Id.* Whether a county “desires”, or does not “desire” to “impose” a sales and use tax, is a matter for the voters to decide through their elected representatives. *Id.* And if a county “desires” to impose a sales and use tax, it may do so by “[adopting] an ordinance”—another legislative process to be carried out by voters and their elected representatives. *Id.*

Brown County’s Ordinance was no exception to the legislative process. On May 8, 2017, the Brown County Executive Committee conducted a regular meeting which was open to the public. (Chintamaneni Aff. Ex. A, R. 77 at 1.) At that meeting, County Executive Troy Streckenbach discussed the proposed Debt Reduction, Infrastructure & Property Tax Cut Plan—i.e. the Ordinance—which included the sales and use tax at issue here. (Chintamaneni Aff. Ex. B,

R. 78 at 2–5, 11.) The meeting minutes record that various county supervisors debated and questioned aspects of the Ordinance. (*Id.* at 2–5.) Nowhere does a county supervisor articulate their understanding of Wisconsin Statute section 77.70 to require the dollar-for-dollar offset as the Taxpayers argue. (*Id.*) Even though the meeting was open to the public and the Taxpayers were free to comment and provide input, only three taxpayers attended the meeting—but not *the* Taxpayers in this case. (*Id.* at 1–2, 5.) The May 8, 2017, meeting minutes record that two of the three members of the public who spoke at the meeting were supportive of the sales and use tax, and the third did not directly address it. (*Id.*) Further, the County Executive hosted nine public events at which the Plan and sales and use tax was to be discussed. (Chintamaneni Aff. Ex. C, R. 79.)

Public notice was also given of the May 17, 2017, regular meeting of the Brown County Board of Supervisors, at which the Board would discuss the Ordinance. (Chintamaneni Aff. Ex. D, R. 80 at 1.) A copy of the Ordinance, which at that time was just a proposal, was attached to the public notice. (*Id.* at 10.) At the May 17, 2017, meeting, only two members of the public spoke against the Ordinance. (Chintamaneni Aff. Ex. E, R. 81 at 2.) It was at this meeting, that the Brown County Board of Supervisors adopted the Ordinance by a vote of 23 to 3. (*Id.* at 6.)

The point the Court makes here is to demonstrate the legislative process Wisconsin Statute section 77.70 requires of Wisconsin counties should they wish to impose a sales and use tax. The Court will say it again, the parties have done an excellent job of researching, articulating, and presenting their arguments in favor of their respective positions. However, this Court is not the proper venue for the Taxpayers to have started their campaign. The Taxpayers had ample opportunity to present their interpretation of Wisconsin Statute section 77.70 to any one of the 26 county supervisors or to the County Executive. Indeed, the Taxpayers could have held their own

town hall meetings. The fact that none of the county supervisors or corporate counsel discussed an interpretation of Wisconsin Statute section 77.70 that aligns with the Taxpayer's position at the May 8, 2017, County Executive's presentation, leads the Court to believe that it is the first audience to hear the Taxpayer's full argument. This is not meant as a criticism but simply an observation of fact. As a result, it would be an unacceptable usurpation of the legislative process for this Court to unduly revalue the County's thoughtful and intensive legislative process—especially in light of the substantial effort the Taxpayers have gone in this case to persuade this Court, when it could have put the same effort towards persuading voting taxpayers, county supervisors, or the County Executive.

The plain language of Wisconsin Statute section 77.70, as analyzed herein under the *Kalal* framework, does not support the Taxpayer's interpretation that a dollar-for-dollar offset—of sales and use tax revenues towards the property tax levy—is the singular method for Wisconsin counties to directly reduce their property tax levies. WIS. STAT. § 77.70. To the contrary, the 1998 Attorney General Opinion supports this conclusion, and it will be discussed next.

b. The Attorney General Opinion Supports the Ordinance's Validity

As the Attorney General discusses in his opinion, prior to 1985, few if any counties had imposed sales and use taxes. (Wis. Op. Att'y Gen. OAG 1-98, 1 (1998).) The Attorney General presumed few counties had imposed sales and use taxes because the imposing county had no control over how the revenue would be spent—instead the imposing county had to distribute the revenue to political subdivisions within the county “with no conditions attached.” (*Id.*, 1–2.) Once Wisconsin Statute section 77.70 was amended, it allowed county governments to keep sales and use tax revenue, but only at the rate of 0.5 percent and “only for the purpose of directly reducing the property tax levy...” (*Id.*, 2.); WIS. STAT. § 77.70. The Court finds that amendment to be very

significant for purposes of this decision. The Wisconsin Legislature revisited a statute that allowed counties to impose a sales and use tax—but gave them no control over how the revenue should be spent—and amended it so that the only restriction on how the imposing county spent the revenue was to directly reduce the property tax levy.

The Attorney General noted that at the time of his opinion, there had been no litigation regarding what it means “only” to “directly reduc[e]” the property tax levy, despite many counties enacting sales and use taxes pursuant to Wisconsin Statute section 77.70. (*Id.*, 2.) Indeed, in the parties’ pleadings, they have not cited any cases, either. The Attorney General, again presuming, stated the lack of litigation was due to the fact that the property tax is “almost the only source available to counties to raise revenues of their own accord.” (*Id.*) The drastic statutory amendment, coupled with the lack of litigation, makes the Court conclude that Wisconsin Statutes section 77.70 is as the County suggests—an enabling statute whose *purpose* is to directly reduce the property tax levy, not a restriction on *how* sales and use tax revenue is to be spent. Implicit in the amendment is a wide latitude of discretion given to counties on how they can directly reduce their property tax levy. The Wisconsin Legislature has reinforced its delegation of that discretion by remaining silent while 66 of Wisconsin’s 72 counties have enacted sales and uses taxes, of which there is great diversity in their chosen method on how to directly reduce their respective property tax levy. (Pl.’s Br. Supp. Mot. Summ. J. 5; Def.’s Br. Supp. Mot. Summ. J. 10; *See also* 2nd Kamenick Aff. Ex. C., R. 51 at 25–60, R. 52.)

The Attorney General opined that by including sales and use tax revenue as a revenue source on its budget, and by subtracting the sales and use tax revenue from the total property tax, and then determining the net the property tax that must be levied, a county has directly reduced its property tax levy. (Wis. Op. Att’y Gen. OAG 1-98, 1 (1998).) This method is what the Taxpayers

argue is essentially the only acceptable operation of Wisconsin Statute section 77.70. However, the Attorney General continued, that the same amount of property tax reduction occurs whether the county board—through its own legislative process—decides to budget the sales and use tax revenue as a reduction of the overall county property tax levy, or apply it towards individual budget items that are funded by a countywide property tax. (*Id.*) The Attorney General also addressed the situation here, where a county might commit sales and use tax revenue towards new projects, as opposed to existing projects.

The Attorney General concluded it would be absurd and unreasonable result to construe Wisconsin Statute section 77.70 such that counties which had started projects could commit sales and use tax revenue to those existing projects, but counties that were still contemplating starting a project could not commit that revenue towards it simply because it was new. (*Id.*, 2–3.) Referring to the statute, the Attorney General noted the absence of any language suggesting a limitation on the kinds of budget items counties could fund with sales and use tax revenue. (*Id.*, 3.) Thereafter, he concluded counties could budget sales and use tax revenue to offset the cost of any budgetary item which could be funded by a countywide property tax. (*Id.*) Just as the Attorney General found the lack of limiting language significant, so does the Court here. If there was to be a distinction between the kinds of budget items counties could fund with sales and use tax revenue—such as between existing projects and prospective projects—the Wisconsin Legislature would have said so in the statute, such as it did in the two stadium district taxes. *See WIS. STAT. §§ 77.705–77.706.*

The Court acknowledges that, as the Attorney General opined, the Taxpayers’ position of the dollar-for-dollar offset is an acceptable interpretation of Wisconsin Statute section 77.70—but *it is not the only lawful interpretation*—and the plain language of the statute simply does not mandate it to be so. The Court is not unsympathetic to the Taxpayers’ line of reasoning. However,

this Court's conclusion is provided additional support by the Attorney General Opinion. In his opinion the Attorney General advised that counties do not have the "statutory to implement a direct system of tax credits to individual property owners through distribution of property tax bills, the contents of which are specified by the Department of Revenue." (Wis. Op. Att'y Gen. OAG 1-98, 2 (1998).) If the Wisconsin Legislature intended that Wisconsin counties should issue property tax credits resulting from sales and use tax revenue directly to property owners-truly without any intermediate step as the Taxpayers suggest – it would have delegated them the authority to do so. But, because the Wisconsin Legislature did not delegate that authority, then Wisconsin Statute section 77.70 is not limited to operate in the sole fashion the Taxpayers argue, and "direct" reduction of the property tax levy may necessarily come in more than one manner.

To hold otherwise would force a county looking to fund both new and existing projects, even those with sales and use taxes in place at the time of the budget, to: 1) drain its fund balance; 2) go into debt through one of the options provided in Wisconsin Statute section 67.045(1); 3) reallocate funds within its operating budget; or 4) raise property taxes, either within the applicable limit or in excess of the levy limit through a referendum under Wisconsin Statute section 66.0602(4). (*See Klingsporn Aff.* ¶ 6.) It is these limited funding options that punch a hole in the Taxpayers' scenario of the wayfaring daughter. The wayfaring daughter can get a job, counties on the other hand, do not have as many options. Their funding sources are limited and Wisconsin Statutes section 77.70 enables counties to reduce their property tax levies through several different avenues as their elected officials or their voters decide.

The Court agrees with the "presumptively correct" opinion of the Attorney General. *See Schill v. Wisconsin Rapids Sch. Dist.*, 327 Wis. 2d 572, ¶ 126 (citations omitted). By including, as sources of revenue, both estimated sales and use tax revenue in its 2018 adopted budget, and actual

sales and use tax revenue in its 2019 proposed budget the County has thereby fulfilled the “purpose” of Wisconsin Statute section 77.70, which is to directly reduce its property tax levy. (Klingsporn Aff. Ex. D, R. 61 at 29; Klingsporn Aff. Ex. E, R. 64 at 63.) The County has directly reduced its property tax levy by paying for projects which were fundable by its property tax levy. The Taxpayers’ argument that funding new projects is not a direct reduction of the property tax levy is not persuasive in light of the Attorney General’s presumptively correct opinion. *Schill v. Wisconsin Rapids Sch. Dist.*, 327 Wis. 2d 572, ¶ 126.

The Taxpayers’ argue that even in light of the Attorney General Opinion, the Ordinance still violates Wisconsin Statute section 77.70 for this reason—the County did not have room in its 2018 levy limit to pay for the new spending projects, and therefore the new budget is an evasion of the levy limits to increase spending. (Def.’s Br. Supp. Mot. Summ. J. 17.) To bolster that point, the Taxpayers interpret the Attorney General’s words that sales and use tax revenue “may not” be put towards any item “which cannot be funded” by the countywide property tax to mean that because there was not enough room in the levy limit for the nine specific capital projects, the sales and use tax revenue could not be budgeted towards them. (*Id.* at 15–17.) Necessarily then, the County could only have committed sales and use tax revenue towards new projects to the extent it had room within the levy limit, or if it borrowed.

The Court, throughout the process of rendering a decision on this case, has found this Taxpayer argument the most compelling. How can the County claim “only” to be “directly reducing” its property tax levy with sales and use tax revenue, when it is increasing spending beyond what it could without the sales and use tax revenue? Phrased another way, if the County is generating \$145,000,000.00-plus in sales and use tax revenue over 72 months, then why are property taxes not being reduced by \$145,000,000.00-plus over those 72 months?

The answer is that the Wisconsin Legislature, through Wisconsin Statute section 77.70, delegated the discretion to Wisconsin Counties to determine the way in which they would directly reduce their property tax levy with sales and use tax revenue based on their respective needs. To that end, the reality is that the Wisconsin Legislature did not put a dollar-for-dollar offset mechanism in the statute, though it has had many opportunities to do so. Picture an economically depressed county that has very little new construction or incoming investment while it also faces an aging and deteriorating infrastructure. The Taxpayers' interpretation of Wisconsin Statute section 77.70 would result in a dollar-for-dollar reduction of the property tax levy in that county, yet it would leave the county faced with borrowing as the most likely "solution" to its economic problems since it has no other option to pay for necessary capital projects. If the depressed county borrowed, then its property tax levy would go up due to an increased debt levy. That result is unreasonable and reinforces in the Court's mind its conclusion that the Wisconsin Legislature purposefully drafted Wisconsin Statute section 77.70 to enable counties, through their elective bodies, to decide how they would directly reduce their property tax levy. Indeed, the Attorney General further articulated the counties' options under the statute, and as a matter of law, the Court finds Brown County has complied with Wisconsin Statute section 77.70.

Here, the County Board drafted, proposed, and passed the Ordinance which included the nine new specific capital projects to be funded by sales and use tax revenue, but that also ensured that the property tax levy was reduced over the course of the life of the Ordinance. To that effort, the County Board added to the Ordinance the mill rate freeze and the sunset provision should the County borrow during the 72-month plan. Those budget decisions were made by a group of elected officials and the intelligent and talented people on whose work they rely. As the affidavits and exhibits in the record demonstrate, the elected officials and County employees alike did ample

research and put considerable thought and effort into determining how the sales and use tax revenue would reduce the property tax levy over 72 months while also funding the new projects outlined in the budget. (*See generally* Klingsporn Aff. Ex.s A–E; Chintamaneni Aff. Ex. B, R. 78 at 2–5.)

Wisconsin Statute section 77.70 says that its purpose is to reduce the property tax levy through sales and use tax revenue. The County has put forth credible, admissible evidence to prove that the result of the Ordinance is a reduction in the property tax levy. The meeting minutes from the May 8, 2017, executive committee meeting demonstrate that the County Executive and the various County supervisors all understood the Ordinance would reduce the property tax levy. (Chintamaneni Aff. Ex. B, R. 78 at 2–5.) The Taxpayers’ argument of the dollar-for-dollar offset inserts restrictions on the counties that the Attorney General acknowledged as a lawful interpretation of Wisconsin Statute section 77.70, but he did not limit the statute to that singular operation—and the County supervisors did not articulate that as their understanding of the statute, either. (*Id.*) The Taxpayers’ interpretation ignores the discretion counties need when tailoring their budgets and spending projects—especially given the wide variety of economic realities Wisconsin counties face.

Brown County is fortunate to be the destination county that it is. Apparent to the naked eye, Brown County has the Green Bay Packers, the University of Wisconsin-Green Bay, St. Norbert College, Northwest Technical College, Georgia Pacific, Schreiber Foods, Schneider Trucking, the Botanical Garden, a curling club, golf courses, an arena and other concert venues, several first-rate hospitals, numerous breweries, and a variety of shopping and dining options. To the untrained eye, Brown County is one of the only counties that has a consolidated 911 center; it is one of the few counties that does county-wide voting machines; and one of the few counties that

has a library system and a museum. (*Id.* at 3.) The County also pays for the drug task force unit. (*Id.*) Geographically, Brown County is on the edge of some of the best things Wisconsin has to offer. The Fox River and Bay of Green Bay offer outdoor recreation year-round. To the west, the Wisconsin Northwoods and Upper Peninsula of Michigan are easily accessible—and to the east, Door County and the Lake Michigan shoreline are a very short drive.

Indeed, hundreds of thousands of people a year visit Brown County. Overwhelmingly, these guests add millions of dollars to the local economy by availing themselves of everything Brown County has to offer. Necessarily, this added traffic causes intensified depreciation of the infrastructure. Further, and most unfortunately, not all visitors to Brown County are here for lawful and productive purposes—and as a result, additional stress is placed upon government services and law enforcement resources. The sales and use tax rightly places a portion of these costs on all visitors as opposed to property owners only. (*Id.* at 4.) By increasing the pool of taxpayers, Brown County property owners receive additional tax relief. (Amicus Br. WI Cnty.s Assoc., 6.)

The plain language of Wisconsin Statute section 77.70 coupled with the Attorney General Opinion require that the County's motion for summary judgment be granted, while the Taxpayers' motion for summary judgment be denied. The statute simply cannot be read in a way such that a dollar-for-dollar offset is the only lawful operation. If that were the case, the Wisconsin Legislature would have spelled out that specific operation within section 77.70. The Wisconsin Legislature, presumably aware of section 77.70, and aware of the various uses Wisconsin counties have put it to, has not amended the language despite having had ample opportunity to do so—especially in light of the Attorney General Opinion from 1998. Further, to usurp the legislative decision-making process from the Brown County Board is not this Court's role. The Taxpayers, as far as the Court can surmise based on the record before it, did not avail themselves of the opportunities to dialog

with their elected officials and present their argument to them. The County, for its part, has satisfied this Court that as a matter of law, the Ordinance complies with the only “purpose” of Wisconsin Statutes section 77.70, because it directly reduces the property tax levy with sales and use tax revenue generated by the Ordinance.

CONCLUSION AND ORDER

Based upon the foregoing, it is hereby **ORDERED** that Plaintiff Brown County’s Motion for Summary Judgment is **GRANTED**.

It is hereby further **ORDERED** that Defendants/Third-Party Plaintiffs Brown County Taxpayers Association’s Motion for Summary Judgment is **DENIED**.

OUTAGAMIE COUNTY

CORPORATION COUNSEL

MEMORANDUM

TO: Finance Committee, Jeff Nooyen, County Board Chair

FROM: Joe Guidote, Corporation Counsel

DATE: May 1, 2019

ISSUES

Is the county authorized to impose a county sales tax?

If the county is authorized to impose a sales tax, are there statutory requirements and parameters that limit the implementation and utilization of such a tax and its net proceeds?

OPINION

I. Any County May Impose a County Sales Tax

Sec. 77.70 Wis. Stat. specifically enables any county to impose a sales tax under the following provisions:

1. The rate of the tax imposed is .5 percent of the sales price or purchase price.
2. The county sales tax may be imposed only for the purpose of directly reducing the property tax levy and only in their entirety as provided by the statute.
3. The county must adopt an ordinance imposing the sales tax, stating its purpose and referring to Ch. 77.70 Wis. Stat.
4. The ordinance shall be effective on the first day of January, April, July or October.
5. A copy of the ordinance shall be delivered to the secretary of revenue at least 120 days prior to its effective date.

II. Sales Tax Revenues Must Directly Reduce the Levy

There has been some controversy over interpretation of the statutory direct property tax levy reduction mandate. At least one private citizen group takes the position that the levy is not reduced if the sales tax revenues are applied towards new projects, reasoning that new projects actually raise the levy, and applying sales tax to a new project does not effectively reduce the levy, it only reduces the amount the levy is increased.

That issue was squarely addressed by the Attorney General in OAG 1-98, which is attached for reference purposes. The Attorney General (AG) opined that the levy can be directly reduced in a couple of ways: 1. the overall property tax levy can be directly reduced by subtracting the net proceeds of the county sales tax, and 2. the net proceeds of the sales tax can be used to offset the cost of individual items contained within the county budget. With regard to option 2, the AG specifically stated:

With respect to the funding of specific items, I have considered the possibility that the statute could be construed to require that the net proceeds of the sales and use tax be used only to defray the cost of existing projects, as opposed to new items. A statute, however, should be construed so as to avoid unreasonable and absurd results. ... It would be unreasonable to construe the statutory restriction so that counties which had already started certain projects could use sales and use tax revenues to complete them while other counties contemplating the initiation of similar projects could not use sales and use tax revenues to fund them at all. OAG 1-98, pp. 3-4.

The AG's opinion stands to reason as any new project(s) must be authorized by the county board and would, therefore, be part of the adopted budget for the following year. That budget fixes the property tax levy and that levy would be reduced by offsetting a new project's costs with net sales tax revenues.

III. SALES TAX CAN BE SHARED WITH MUNICIPALITIES AND SCHOOL DISTRICTS

"The county may retain the amount it receives or it may distribute all or a portion of the amount it receives to the towns, villages, cities, and school districts in the county. " §77.76(3) Wis Stat. The remaining question is whether the distribution of all or a portion of net sales tax proceeds must be distributed to all towns, villages, cities, and school districts within the county, or whether the county has the discretion to pick and choose which municipal entities it distributes to. In construing the statute, it would appear that the commas between "towns, villages, cities and school districts in the county" are to be construed as an "and" rather than an "or," consistent with the conjunction "and" placed between the words cities and school districts. It is, therefore, my opinion that a full or partial distribution must be distributed in an equitable fashion to all towns, villages, cities, and school districts in the county – with a couple of provisos:

1. The distributed net sales tax proceeds must still be utilized by the receiving municipal entities for the purpose of directly reducing the property tax levy for that entity. Thus, if a municipality intends to utilize the proceeds for a purpose other than direct levy reduction, it would not qualify for distribution.
2. The county, by ordinance, mandates that the net sales tax proceeds, distributed to municipal entities, be utilized for a **specific** purpose that directly reduces the property tax levy. In the event a municipality or school district has either stated its intent not to comply with the specified purpose, or lacks a project or the jurisdiction to

implement a project within the specified purpose, then such an entity would not qualify for distribution of net sales tax proceeds. An example might be a designation that such funds be utilized for the purpose of constructing, reconstructing or maintaining public roads within municipal boundaries. In such an instance, a school district may not qualify for a share of the net sales tax proceeds as it may lack the jurisdiction to construct, reconstruct or maintain public roads.

In summary, a county may, by ordinance impose a .5 percent sales tax for the purpose of directly reducing the property tax levy. The county may share all or a portion of the net sales tax proceeds with municipalities and school districts within the county subject to the guidelines highlighted above.

JPG

cc: County Executive Thomas Nelson



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

JAMES E. DOYLE
ATTORNEY GENERAL
Burneatta L. Bridge
Deputy Attorney General

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P.O. Box 7857
Madison, WI 53707-7857
608/266-1221

OAG 1-98

May 5, 1998

Mr. Dennis E. Kenealy
Corporation Counsel
Ozaukee County
Post Office Box 994
Port Washington, WI 53074-0994

Dear Mr. Kenealy:

You ask, in effect, how funds received from a county sales and use tax imposed under section 77.70, Stats., may be budgeted by the county board.

In my opinion, such funds may be budgeted to reduce the amount of the overall countywide property tax levy or to defray the cost of any item which can be funded by a countywide property tax.

Section 77.70 provides in part:

Any county desiring to impose county sales and use taxes under this subchapter may do so by the adoption of an ordinance, stating its purpose and referring to this subchapter. The county sales and use taxes may be imposed only for the purpose of directly reducing the property tax levy and only in their entirety as provided in this subchapter.

Prior to 1985, counties had the authority to impose sales and use taxes, but the Wisconsin Department of Revenue was required to distribute all of the net proceeds of such taxes to towns, cities and villages within the county imposing the tax. See sec. 77.70, Stats. (1983) and sec. 77.76(4), Stats. (1983). In 1971, the Attorney General opined that a county board could not require by ordinance that the net proceeds of a county sales and use tax be used solely to reduce property taxes levied by the various taxing jurisdictions but must instead be distributed to towns, cities and villages with no conditions attached. See 60 Op. Att'y Gen. 387 (1971). Prior to 1985 few, if any, counties imposed a sales and use tax, presumably because none of the proceeds of the tax could be used by county government and because counties could not control

how the net proceeds of such taxes would be used by other local units of government within the county.

In 1985, the Legislature amended the statute to allow county governments to retain the net proceeds of the sales and use tax, if those proceeds are used "only for the purpose of directly reducing the property tax levy." See sec. 77.70, Stats. (1985), as amended by 1985 Wisconsin Act 41. Although many counties have enacted sales and use taxes since 1985, I am aware of no litigation concerning the meaning of the quoted restriction on the use of county sales and use tax revenues since the passage of 1985 Wisconsin Act 41. It is likely that there has been no litigation because the property tax is almost the only source available to counties to raise revenues of their own accord.

Some counties illustrate property tax reductions by showing the receipt of sales and use tax revenues on individual property tax bills. Counties, however, lack statutory authority to implement a direct system of tax credits to individual property owners through distribution of property tax bills, the contents of which are specified by the Department of Revenue.

The countywide property tax levy is usually shown as a single line revenue source in the budget. The net proceeds of the sales and use tax are also a revenue item. The countywide property tax levy is clearly reduced to the extent that the net proceeds of the sales and use tax are shown as a budget item which is subtracted directly from the total property tax before determining the net property tax that must be levied. That budgeting method directly reduces the amount of countywide property tax which must be paid by each taxpayer.

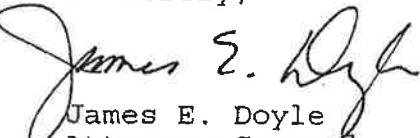
Some counties have also budgeted the net proceeds of the sales and use tax as a revenue source used to offset the cost of individual items contained in the county budget. The same amount of countywide property tax reduction occurs whether the county board chooses to budget revenues from net proceeds of the sales and use tax as a reduction in the overall countywide property tax levy or as an offset against a portion of the costs of specific items which can be funded by the countywide property tax. With respect to the funding of specific items, I have considered the possibility that the statute could be construed to require that the net proceeds of the sales and use tax be used only to defray the cost of existing projects, as opposed to new items. A statute, however, should be construed so as to avoid unreasonable and absurd results. Estate of Evans, 28 Wis. 2d 97, 101, 135 N.W.2d 832 (1965). It would be unreasonable to construe the statutory restriction so that counties which had already started certain projects could use sales and use tax revenues to complete them while other counties contemplating the initiation of similar projects could not use

sales and use tax revenues to fund them at all. Since there is no such county-by-county limiting language in the statute, it is my opinion that the extent of the authority to use sales and use tax revenues in connection with individual budget items does not vary from county to county. Counties may therefore also budget the net proceeds of the sales and use tax as an offset against the cost of any individual budgetary item which can be funded by the countywide property tax.

I recognize that, if possible, meaning should be ascribed to the word "directly" in section 77.70. Ordinarily, statutory language should not be rendered superfluous. State ex rel. Taylor v. Linse, 161 Wis. 2d 719, 723, 469 N.W.2d 201 (Ct. App. 1991). It is a basic principle of statutory construction that terms are ordinarily construed by our courts according to their ordinary and accepted meaning, by resort to a recognized dictionary, if necessary. State v. McCoy, 143 Wis. 2d 274, 287, 421 N.W.2d 107 (1988). Insofar as is relevant to your inquiry, Webster's Third New International Dictionary 641 (1986) defines the term "directly" as "without any intermediate step." The term "directly" has meaning in those instances where budgetary items cannot be funded through a countywide property tax. For example, under section 43.64(2), property taxpayers in certain taxation districts are exempt from any property tax levy for funding public library service. Similarly, under section 251.08, property taxpayers in certain taxation districts are exempt from any property tax levy for funding county health departments. Sales and use tax revenues may not be budgeted as a revenue item used to offset the cost of any specific budget item which cannot be funded through a countywide property tax. Although any revenue source frees up other funds to be used for other budgetary purposes, the budgeting of sales and use tax proceeds to defray the cost of items which cannot be funded by a countywide property tax constitutes indirect rather than direct property tax relief.

I, therefore, conclude that funds received from a county sales and use tax under section 77.70 may be budgeted by the county board to reduce the amount of the countywide property tax levy or to defray the cost of any budget item which can be funded by a countywide property tax.

Sincerely,


James E. Doyle
Attorney General

Mr. Dennis E. Kenealy
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CAPTION:

Funds received from a county sales and use tax under section 77.70, Stats., may be budgeted by the county board to reduce the amount of the countywide property tax levy or to defray the cost of any item which can be funded by a countywide property tax.



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

971009021

JAMES E. DOYLE
ATTORNEY GENERAL

Burneatta L. Bridge
Deputy Attorney General

114 East, State Capitol
P.O. Box 7857
Madison, WI 53707-7857
608/266-1221

OAG 2-98

May 11, 1998

Mr. Matthew F. Anich
Corporation Counsel
Ashland County
220 Sixth Avenue West
Ashland, WI 54806-0677

Dear Mr. Anich:

You have asked whether all remainderpersons are required to sign Wisconsin Register of Deeds Association Form HT-110 (11/96), entitled, "Termination of Decedent's Property Interest," when more than one remainderperson survives the deceased holder of a life estate in property, and whether a register of deeds should refuse to record Form HT-110 if all remainderpersons have not signed the document. Because section 867.045, Wis. Stats., neither requires that all remainderpersons appear before the register of deeds for purposes of verifying the information required to complete the form, nor that any remainderperson sign the form, it is my opinion that all remainderpersons need not sign the form before it may be recorded.

Section 867.045, Stats., provides, in relevant part:

Administrative joint tenancy or life estate termination for certain property. (1) Upon the death of any person having an interest as a joint tenant or life tenant in any real property or in the vendor's interest in a land contract or a mortgagee's interest in a mortgage, the surviving joint tenant or remainderman may obtain evidence of the termination of that interest of the decedent by providing to the register of deeds of the county in which such property is located a certified copy of the death certificate for the decedent and by providing, on applications supplied by the register of deeds for that purpose, the name and address of the decedent and of the surviving joint tenant or remainderman and the date of the decedent's death. The surviving joint tenant or remainderman shall provide to the register of deeds the following information:

(j) In the case of real property, a copy of the property tax bill for the year preceding the year of the decedent's death and a legal description of the property, which description shall be imprinted on or attached to the application. The register of deeds shall record the bill.

(k) In the case of a joint tenancy or life estate, a copy of the deed that creates the interest.

(2) The register of deeds or other person authorized under s. 706.06 or 706.07 shall complete a statement at the foot of the application, declaring that the surviving joint tenant or remainderman appeared before him or her and verified, under oath, the correctness of the information required by sub. (1).

• • •
(4) Upon the recording, the application shall be presumed to be evidence of the facts recited and shall terminate the joint tenancy or life estate

The statute requires no remainderperson's signature on the form known as HT-110. Rather, the statute provides that the remainderperson appear before the register of deeds and verify, under oath, the correctness of the information required under section 867.045(1). Therefore, it is my opinion that, upon verification, the properly completed form may be recorded without the appearances of all remainderpersons before the register of deeds, and without the signatures of all remainderpersons, where there is more than one remainderperson.

You have commented that the practice of registers of deeds varies from county to county with respect to the signature requirements of Form HT-110. This varied practice may have its origins in the requirements of a previous version of Form HT-110 showing a revision date of March 1977. The 1977 version of the form expressly required the signatures of all joint tenants. The Department of Revenue ("DOR") drafted this earlier version, pursuant to its statutory duty to prepare and furnish such forms to registers of deeds (see sec. 867.045(5), Stats. (1989-90)) prior to the amendment to section 867.045, that became effective on April 10, 1992 (1991 Wisconsin Act 133). The earlier requirement that all tenants sign the DOR-drafted form stemmed from DOR's desire to provide joint tenants with notice that tax consequences might ensue from such transfer at that time.

Inheritance tax is no longer employed in Wisconsin. Under current estate tax law, individual notification of such transfers

is not a concern. The drafting notes of 1991 Wisconsin Act 133 include analysis by the Legislative Reference Bureau, which states, in relevant part:

Under current law, there are several ways to terminate a joint tenancy or life tenancy upon the death of a person who holds an interest in the property that is held in that form. The department of revenue has distributed forms for that purpose but, because of the repeal of the inheritance tax, the department will discontinue that practice. Under this bill, the registers of deeds will assume responsibility for the form.

1991 Senate Bill 342. The version of Form HT-110 in use today, showing a revision date of November 1996, was prepared by the Wisconsin Register of Deeds Association and nowhere states that all persons receiving property thereunder must sign the application.

That the signatures of all remainderpersons, and that the appearances of all remainderpersons before the register of deeds are not required for proper completion of Form HT-110 pursuant to section 867.045, may be further supported by reference to the language of related statute section 867.046. Current Form HT-110 expressly may be used either to perfect the record as to the termination of a decedent's interest as a joint tenant or life tenant in any real property under section 867.045, or to perfect the record as to the termination of a decedent's interest in any real property, including an interest in survivorship marital property, under section 867.046.

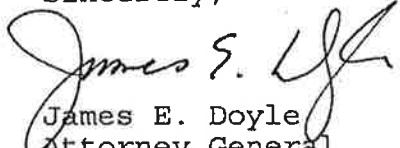
Interrelated statutes must be construed to produce harmonious results. Under sec. 867.046(2), Stats., "the decedent's spouse or a beneficiary of a marital property agreement may obtain evidence of the termination of that interest of the decedent and confirmation of the petitioner's interest in the property" by providing specified documents as well as information on an application supplied by the register of deeds. Thus, where section 867.046 provides that a beneficiary may use the application procedure provided in section 867.046(2), to perfect the record as to the termination of a decedent's property interest, it follows that not all such beneficiaries receiving property under section 867.046 need appear before the register of deeds to verify the information required for completion of the form, and sign Form HT-110.

Hence, in order to harmonize sections 867.045 and 867.046, it must be concluded that all remainderpersons who receive property under section 867.045 likewise need not appear before the register

Mr. Matthew F. Anich
Page 4

of deeds to verify the required information, and sign Form HT-110, before the form may be recorded.

Sincerely,



James E. Doyle
Attorney General

JED:KMP:med

CAPTION:

Ashland County Corporation Counsel requests opinion clarifying the number of signatures required on Wisconsin Register of Deeds' "Termination of Decedent's Property Interest" form which is used upon death of a joint tenant in property, savings/checking accounts, securities to surviving joint tenants.

COUNTY AND SPECIAL DISTRICT SALES AND USE TAXES

77.70 Adoption by county ordinance. Any county desiring to impose county sales and use taxes under this subchapter may do so by the adoption of an ordinance, stating its purpose and referring to this subchapter. The rate of the tax imposed under this section is 0.5 percent of the sales price or purchase price. Except as provided in s. 66.0621 (3m), the county sales and use taxes may be imposed only for the purpose of directly reducing the property tax levy and only in their entirety as provided in this subchapter. That ordinance shall be effective on the first day of January, the first day of April, the first day of July or the first day of October. A certified copy of that ordinance shall be delivered to the secretary of revenue at least 120 days prior to its effective date. The repeal of any such ordinance shall be effective on December 31. A certified copy of a repeal ordinance shall be delivered to the secretary of revenue at least 120 days before the effective date of the repeal. Except as provided under s. 77.60 (9), the department of revenue may not issue any assessment nor act on any claim for a refund or any claim for an adjustment under s. 77.585 after the end of the calendar year that is 4 years after the year in which the county has enacted a repeal ordinance under this section.

History: 1985 a. 41, 120; 1987 a. 27; 1991 a. 39; 2009 a. 2, 28; 2015 a. 197 s. 50; 2017 a. 17, 58.

A county may not impose a tax upon admissions to amusements except as part of a general sales and use tax at the statutorily prescribed rate of one-half of 1 percent. 58 Atty. Gen. 212.

A county board may not control municipal use of county sales tax revenue. 60 Atty. C 387.

Wisconsin Legislature: 77-79

Funds received from a county sales and use tax may be budgeted by the county board to reduce the amount of the county wide property tax levy or to defray the cost of any item that can be funded by a county-wide property tax. OAG 1-98.

77.705 Adoption by resolution; baseball park district. A local professional baseball park district created under subch. III of ch. 229, by resolution under s. 229.68 (15), may impose a sales tax and a use tax under this subchapter at a rate of no more than 0.1 percent of the sales price or purchase price. Those taxes may be imposed only in their entirety. The resolution shall be effective on the first January 1, April 1, July 1, or October 1 that begins at least 120 days after the adoption of the resolution. Any moneys transferred from the appropriation account under s. 20.566 (1) (gd) to the appropriation account under s. 20.835 (4) (gb) shall be used exclusively to retire the district's debt. Any moneys received under s. 341.14 (6r) (b) 13. b. and credited to the appropriation account under s. 20.835 (4) (gb) shall be used exclusively to retire the district's debt.

History: 1995 a. 56; 1999 a. 167; 2005 a. 25; 2009 a. 2, 28.

77.706 Adoption by resolution; football stadium district. A local professional football stadium district created under subch. IV of ch. 229, by resolution under s. 229.824 (15), may impose a sales tax and a use tax under this subchapter at a rate of 0.5 percent of the sales price or purchase price. Those taxes may be imposed only in their entirety. The imposition of the taxes under this section shall be effective on the first January 1, April 1, July 1, or October 1 that begins at least 120 days after the certification of the approval of the resolution by the electors in the district's jurisdiction under s. 229.824 (15). Any moneys transferred from the appropriation account under s. 20.566 (1) (ge) to the appropriation account under s. 20.835 (4) (ge) shall be used exclusively to retire the district's debt.

History: 1999 a. 167; 2005 a. 25; 2009 a. 2.

SAMPLE SALES TAX SHARED REVENUE RESOLUTION

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

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

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

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

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

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

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

Dated this _____ day of _____.



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

November 12, 2019

Dear Outagamie County Municipal/School District Official:

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

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

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

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

Please refer to the attached FAQ document for further information.

Municipality/School District _____

Chief Elected Official/Administrator _____

Date _____

Village of Little Chute
REQUEST FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: Fox Valley Metro Police Department Collective Bargaining Agreement for 2020-2022

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

REPORT DATE: May 1st, 2020

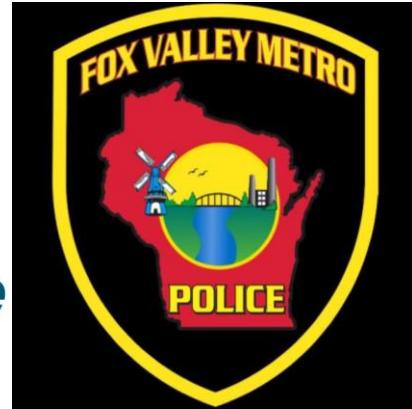
EXPLANATION: On February 5th, 2020, the Board of Trustees approved a tentative agreement (TA) with the Fox Valley Metro Police Department Professional Police Association. Since that time, the formal changes have been drafted to the previous contract. The final contract is attached for your review and approval and has been drafted by Village Legal Counsel. Additionally, for your review, a track changes document has been included showing exactly what has been attached to make your review more efficient.

A brief summary of the changes between the previous contract and this document is as follows:

1. Modification to Section 1.01 – no impact.
2. Adjustment to Section 2.01 – Schedules for investigator and PSL changes which are more administrative – approved by Chief of Police.
3. Addition to Section 3.03 – Holiday rate of pay call in noted as double time.
4. Adjustment to Section 3.05 – Allows for requests of payout.
5. Clarification to Section 4.01
6. Addition to Section 7.02 – Consistent with Village policy.
7. Section 9.01 – Wages are now included as an appendix to the contract. Wage scale changes to shorten length of service requirements.
8. Section 9.04 – Length of Service – This paid benefit has been eliminated and incorporated into wages.
9. Section 10.01 is the incorporation of a previously agreed to MOU which is now memorialized in contract.
10. Article XX – Increased requirements for Physical Fitness along with increased compensation for the same.
11. Article XXI – Inclusion of dues deduction as required. This was approved by legal counsel.
12. Appendix A illustrates new wage scale and scheduled wage increases.
13. MOU regarding lateral transfers.

RECOMMENDATION: Approve the CBA with FVMPD for 2020-2022.

Agreement between the
VILLAGES OF LITTLE CHUTE AND KIMBERLY



and the
FOX VALLEY METRO PROFESSIONAL POLICE
ASSOCIATION

2020-2022

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ARTICLE I - RECOGNITION

Section 1.01: This agreement made between and entered into at Little Chute and Kimberly, Wisconsin pursuant to the provisions of Section 111.70 et al of the Wisconsin Statutes and between the Villages of Little Chute and Kimberly, municipal corporations, as municipal employers, and the Fox Valley Metro Professional Police Association, and the Wisconsin Professional Police Association/LEER as the sole bargaining agent for all full time law enforcement personnel with the powers of arrest, excluding the Chief of Police, supervisory, managerial, residential, and part-time Police Officers, of the combined Villages of Little Chute and Kimberly.

ARTICLE II - HOURS

Section 2.01: A normal workday shall consist of a nine (9) hour shift except for temporary assignments of Investigator, Police School Liaison Officer, or special assignments where a shift will consist of eight (8) hours.

Section 2.02: A normal bi-weekly work period shall average of 79.31 hours based on a two week year.

Section 2.03: Members of the Association will be paid bi-weekly.

Section 2.04: All work schedules shall be posted four (4) weeks in advance, except in the event of an emergency or other unforeseen circumstance justifying a change in the work schedules.

Section 2.05: Employees shall be entitled to a thirty (30) minute paid lunch period during each work day.

Section 2.06: Officers assigned to the regular patrol schedule shall work a schedule of 5) days on duty followed by three (3) days off duty with exception of the first cycle in January of each year where they will work five (5) days on followed by two (2) days off. A typical work week for Police School Liaison Officers, except when school is not in session,

1 Investigators and other office assignments shall be forty (40) hours based upon five (5) days on
2 duty (Monday through Friday), and two (2) days off duty (Saturday and Sunday).

3

4 **Section 2.07:** All non-probationary employees on the regular patrol schedule shall be
5 assigned on a seniority basis, to one of three shifts listed in Section 2.10, except that one
6 assigned position on each shift will be decided by seniority by the Chief of Police based on the
7 needs of the department. The Chief of Police reserves the right to assign officers to special duty
8 shifts, (i.e. 3:30 p.m. to 12:30 a.m. 6:30 p.m. to 3:30 a.m., 10:30 a.m. to 7:30 p.m., etc.), for
9 department needs on a temporary basis.

10

11 **Section 2.08:** To avoid any one shift being staffed completely by probationary
12 employees, probationary employees shall not be eligible for shift selection by seniority until
13 completion of their probationary period.

14

15 **Section 2.09:** The five most senior non-probationary employees on the regular schedule
16 shall not be deprived of their shift selection rights under this section to accommodate placement
17 of a probationary employee.

18

19 **Section 2.10:** Effective January 1, 2016 forward, work shifts for the regular schedule are
20 as follows:

21 a. Day Shift 6:00 a.m. to 3:00 p.m.

22 b. Afternoon Shift 1:30 p.m. to 10:30 p.m.

23 c. Night Shift 9:30 p.m. to 6:30 a.m.

24 d. The normal schedule for Investigator #1 will be an eight (8) hour shift, normally from 8
25 am – 4 pm, Monday through Friday.

26 e. The normal schedule for Investigator #2 will be an eight (8) hour shift, starting normally
27 between 10 am and 12 pm, Monday through Friday, in conjunction with the patrol
28 schedule being completed.

29 f. Investigators shall select shifts by seniority served in the association.

30 g. The PSL shifts during the school year will normally coincide with the normal hours of
31 the school day.

32 h. If PSL's are assigned to investigations in the summer months they will normally be

1 assigned to a regular Monday through Friday eight (8) hour shift, with a start time
2 between 8 am and 12 pm, by March 31st of the year. These shifts will be
3 selected/assigned by seniority in the association but shall not bump an Investigator from
4 their selected shift.

5 i. To address a specific need or unusual circumstance (excluding meetings) requiring
6 investigators, the Chief of Police reserves the right to assign officers working in the
7 investigations unit to special duty shifts for department needs on a temporary basis.

9 **Section 2.11:** By October 1st of each year, each employee who is assigned to the regular
10 patrol schedule shall select one of the shifts in Section 2.10 by seniority. For purposes of shift
11 selection, only the employee's time in grade, e.g. time in the Association, will be counted for
12 seniority purposes. Each employee shall identify the order of their preference each of the three
13 (3) shifts. Shift selection shall be completed by November 1st of each year and assignments shall
14 be made in accordance with Section 2.07, Section 2.08, Section 2.09 and Section 2.10 of this
15 agreement. Police School Liaison Officers shall be assigned their patrol schedule rotations (day
16 off group) for the months of June, July and August upon the release of the patrol schedule for the
17 following year. Police School Liaison Officers will select the available shifts based on seniority
18 as defined in this section. Police School Liaison Officers will be assigned a patrol shift for the
19 months of June, July and August no later than March 31st of that year.

20
21 **Section 2.12:** During the spring and fall equinox time changes, the schedule shall be
22 adjusted to ensure that the officers working those affected shifts shall work no less than nine (9)
23 hours during the spring time change and no more than nine (9) hours during the fall time change.

25 ARTICLE III - OVERTIME, COURT, AND CALL-IN-PAY

26 **Section 3.01:** Employees will be compensated at the rate of time and one-half (1 1/2)
27 based on their normal rate of pay for all hours worked in excess of a normal work day or eighty
28 (80) hours "per bi-weekly work period, but not both i.e. non-pyramiding." Officers assigned to
29 temporary assignments of Investigator, Police School Liaison Officer, or special assignments
30 will be compensated at the rate of time and one-half (1 1/2) based on their normal rate of pay for
31 all hours worked in excess of a normal work day or eighty (80) hours "per bi-weekly work
32 period, but not both i.e. non-pyramiding."

1
2 **Section 3.02:** An employee who is subpoenaed to appear in court when not scheduled to
3 work shall receive pay at time and one-half (1 1/2) for all hours required at court. A minimum of
4 two (2) hours pay at time and one-half (1 1/2) will be paid for any court appearance scheduled
5 during an officer's off duty time. Any officer receiving a court cancellation with less than 24
6 hours' notice who is not scheduled to work at the time listed on the subpoenas shall receive two
7 hours of pay at time and one-half (1 1/2) their normal rate of pay. A telephone call placed to the
8 officer's primary residence, whether answered or not, shall constitute "notification", unless
9 another telephone number is provided by the officer.

10
11 **Section 3.03:** Employees who are called into work, which is other than his/her regular
12 patrol or office schedule, shall receive two (2) hours call-in pay in addition to the actual number
13 of hours worked. The two hours call-in pay will be at the employee's regular rate of pay.
14 Employees shall receive the call-in pay if not given a minimum of twenty-four (24) hours' notice
15 prior to the original reporting time for duty. Changes that are made to the schedule within the
16 minimum of twenty-four (24) hours of notice and that require an employee to be re-assigned to
17 another shift for that calendar date shall be made available by seniority. If an officer is called in on
18 a holiday rate of pay shall be double time. Holiday pay is for any shift that starts on that Holiday and
19 includes any extension of the shift.

20
21 **Section 3.04:** Employees who attend training when not regularly scheduled to work shall
22 receive time and one-half (1 1/2) for the hours attended.

23
24 **Section 3.05:** An employee shall be allowed overtime pay in either case or compensatory
25 time off at the discretion of the employee, at the rate of one and one-half (1 1/2) based on their
26 normal rate of pay. An employee shall be allowed to use call-in pay as compensatory time off at
27 the rate of straight time. An employee may take compensatory time off with the approval of the
28 Chief of Police. Each approval will be handled on an individual basis and will not be precedent
29 setting. During the calendar year, the employee will be allowed to accumulate a maximum of
30 eighty (80) hours of compensatory time at any one time; any overtime hours in excess of eighty
31 (80) hours will be paid out at the rate of time and one-half (1 1/2). At the end of July, an officer

1 can request and shall receive a payout of overtime in excess of forty (40) hours at the rate of time
2 and one half (1 ½), on the first pay period in August. At the end of the calendar year, any
3 overtime hours in excess of forty (40) hours will be paid out at the rate of time and one-half (1
4 ½), on the first pay period following December 31.

5

6 **Section 3.06:** All overtime hours on the patrol schedule shall be made available to full-
7 time members of the bargaining unit on a rotating seniority basis for increments of 4.5 hour
8 assignments or more. If after going through the rotating list and no member is available, the on-
9 duty officers based on seniority would have the option of working an additional split-shift to
10 cover the open available shift. This section does apply to vacant shifts due to a sick call where
11 the decision has been made to fill the shift. This section does not apply to non-regular call-ins
12 made by supervisory staff to address immediate staffing issues such as high call volume, severe
13 weather and major cases, if the officer being called cannot report, ready for duty, within 30
14 minutes of being called. If the shift cannot be covered by a member of the bargaining unit, a
15 part-time officer may be used. The Chief of Police agrees not to change from the present work
16 cycle without a valid reason.

17

18 **Section 3.07:** Shift selection for annual or otherwise regularly scheduled community
19 events to include but not limited to CheeseFest, PaperFest, and the Kermis Festival shall be made
20 based upon seniority.

21

22 ARTICLE IV - VACATIONS AND PAID HOLIDAYS

23 **Section 4.01:** All members of the bargaining unit, regardless of shift hours or assignment,
24 shall be entitled to vacations commencing on their anniversary date, according to the following
25 schedule:

26 45 hours after one (1) year continuous service
27 90 hours after two (2) years continuous service
28 135 hours after seven (7) years continuous service
29 180 hours after twelve (12) years continuous service
30 225 hours after Eighteen (18) years continuous service
31 270 hours after twenty-five (25) years continuous service

1
2 Vacation benefits shall accrue at the rate of one-twelfth (1/12) of the employee's
3 authorized vacation for each month of employment. New employees shall accrue vacation
4 benefits during their probationary period.

5
6 **Section 4.02:** Vacation may be broken down into increments equal to or greater than
7 half-shift increments with the prior approval by the Chief.

8
9 **Section 4.03:** Upon termination of employment from the Villages, a member of the
10 Association shall be paid for all unused vacation time that is due him/her in the current year. If a
11 member is terminated for cause, this section will not apply

12
13 **Section 4.04:** Vacation must be used during the calendar year. Unused vacation does not
14 accrue on a year by year basis; however, in the sole discretion of the Villages, annual unused
15 vacation may be extended to a subsequent year. It is understood and agreed that this
16 determination shall be within the sole discretion of the Villages and shall not be considered a
17 precedent when and if applied to an individual member of the Association. Vacation not used by
18 reason of Village needs shall be paid at the employee's option at the present rate of pay, or
19 carried over to the next year.

20
21 **Section 4.05:** The Chief of Police reserves the right to determine the number of personnel
22 to be on vacation at one time.

23
24 **Section 4.06:** Paid Holidays in this Agreement are:

25 New Year's Day	25 Labor Day
26 Memorial Day	26 Thanksgiving Day
27 Independence Day	27 Christmas Eve Day
28 Easter Sunday	28 Christmas Day

29
30 **Section 4.07:** For each of the above holidays, employees will receive nine (9) hours of
31 regular pay or an additional day off, at the option of the employee. If the employee works on

1 any of the holidays, he/she shall be paid at the rate of two (2) times his/her rate of pay for the
2 hours worked. When a holiday falls in a vacation week or scheduled day off, the employee shall
3 receive either nine (9) hours of pay or an additional day off, at the option of the employee.
4 Officers assigned to temporary assignments of Investigator, Police School Liaison Officer, or
5 special assignments where an eight (8) hour shift is worked shall receive eight (8) hours of pay
6 where nine hours is indicated in this paragraph.

7 The scheduling of the additional days off for holidays is subject to the approval of the
8 Chief of Police. The Chief of Police agrees not to involuntarily remove the uniformed officers
9 from the work schedule who would normally be scheduled to work holidays.

10

11 **Section 4.08:** Employees shall be entitled to three (3) personal holidays where an
12 employee may take a day off at his/her discretion and receive a normal work day of pay at
13 his/her regular rate. The personal holidays shall be applied for at least five (5) days in advance
14 and once approved by the Chief of Police they cannot be canceled. If submitted at least five days
15 prior to the date of the personal holiday, the Chief of Police agrees to approve all personal
16 holidays, during a normal workday as long as it does not result in more than two (2) overtime
17 shifts, including any overtime shifts already on the schedule, for that day. Approval of personal
18 holidays requested within five days or that would cause more than two (2) overtime shifts, will
19 be left to the discretion of the Chief of Police. At the end of the calendar year, unused personal
20 holidays may be converted to compensatory time on an hour for hour basis and carried over to
21 the next year, subject to the restrictions identified in Section 3.05.

22

23 **ARTICLE V - RETIREMENT CONTRIBUTION**

24 **Section 5.01:** The Villages will contribute 100% of the employer retirement contribution
25 to the Wisconsin Retirement Fund and the employee will contribute 100% of the employee
26 retirement contribution to the Wisconsin Retirement Fund, as determined by the Employee Trust
27 Fund.

28

29 **ARTICLE VI - SICK LEAVE**

30 **Section 6.01:** All members of the bargaining unit shall be granted sick leave pay at the
31 rate of one (1) working day for each full month of service.

1
2 **Section 6.02:** The amount of accumulated sick leave for each member of the bargaining
3 unit shall be determined from current sick leave banks at the time of the signing of this
4 agreement.

5
6 **Section 6.03:** Unused sick leave may be accumulated to a total of one hundred and
7 twenty (120) working days or nine hundred sixty (960) hours. One-half (1/2) of the member's
8 accumulated sick leave shall be payable upon retirement under the Wisconsin Retirement Fund
9 or upon voluntary separation from service after nine (9) years of continuous service. An officer
10 who resigns or quits, except when in lieu of termination, after nine (9) years of continuous
11 service, will receive one-half (1/2) of accumulated sick leave. An officer who resigns or quits
12 with less than nine (9) years of continuous service, shall forfeit all accumulated sick leave.

13
14 **Section 6.04:** When a member is on sick leave and a holiday occurs, the member may
15 elect to use either sick leave or holiday pay, but not both.

16
17 **Section 6.05:** A member of the bargaining unit may use accumulated sick leave with pay
18 for absences necessitated by his/her injury, or illness, or that of a member of his/her immediate
19 family, to include: wife/husband, daughter, son, stepchild, father, father-in-law, mother, or
20 mother in law.

21
22 **Section 6.06:** Time off for injury received by a member of the bargaining unit in the
23 course of his/her employment for which Workers Compensation is paid, shall not be charged
24 against sick leave.

25
26 **Section 6.07:** In order to be granted sick leave with pay, a member of the bargaining unit
27 must:

28 • Report promptly to the Chief of Police the reason for absence, and
29 • Keep the Chief of Police informed of his/her condition if absence is more than
30 three (3) days, and

1 • Permit the Villages to make medical examination or nursing visits as it deems
2 desirable after three days.
3 • Submit a medical certificate for any absence of more than three (3) consecutive
4 working days upon the request of the Chief of Police.

5

6 **Section 6.08:** In case of the death of a member, 100% of his/her accumulated sick leave
7 shall be payable to his/her beneficiary or estate.

8

9 **ARTICLE VII - FUNERAL LEAVE**

10 **Section 7.01:** Funeral leave shall be used due to a death in a member's immediate family
11 as defined as spouse, child, stepchild, parent, mother or father-in-law, sister or brother,
12 grandchild, brother or sister-in-law, son or daughter-in-law and shall consist of three (3)
13 consecutive days based around the funeral day; two (2) prior and the day of the funeral; one (1)
14 prior, the day of the funeral, and one (1) after; or the funeral day and two (2) after, which will be
15 the employee's choice. An additional two (2) consecutive days may be granted at the discretion
16 of the Chief of Police.

17

18 **Section 7.02:** One (1) day shall be granted for the death of grandparents, aunts, uncles,
19 niece or nephew. This shall be based on the day of the funeral, one (1) day prior, or one (1) day
20 after the day of the funeral, which shall be the employee's choice.

21

22 **Section 7.03:** All funeral leave shall not be charged against the member's sick leave or
23 other paid time off.

24

25 **ARTICLE VIII - INSURANCE BENEFITS**

26 **Section 8.01:**

27 A. The employer shall pay eighty-five percent (85%) toward the cost of group
28 Hospitalization/health insurance premiums for both the single and family plan
29 coverage for eligible employees.

30

31 **Section 8.02:** The employer shall pay one hundred percent (100%) of the premium for

1 the family and single coverage for dental insurance for eligible employees.

2

3 **Section 8.03:** The employer shall provide life insurance to each eligible employee, with
4 the premium to be paid by the employer. Coverage shall be based on \$1,000 of insurance for
5 every \$1,000 the member made the previous year as a police officer. The selection of carrier
6 shall be determined by the employer.

7

8 **Section 8.04:** The employer shall provide Income Continuation Insurance (disability
9 insurance) for eligible employees. The monthly benefit will be at least sixty-six and two-thirds
10 percent (66 2/3 %) of gross earnings. The employer will pay a portion of the premium equal to
11 .5% of gross earnings. The selection of insurance carrier shall be determined by the employer.

12

13 **Section 8.05:** The employer reserves the right to change carrier or methods of coverage
14 including self-funding for any of the above coverage.

15

16 ARTICLE IX - WAGES

17 **Section 9.01:** Employees shall be paid in accordance with the hourly wage schedule
18 shown in Appendix A, attached hereto.

19 **Section 9.02:** Field Training Officer shall receive \$1.00 an hour additional pay when in the
20 process of training new employees.

21 ARTICLE X - CLOTHING ALLOWANCE

22 **Section 10.01:** Each officer will be paid an annual allowance of \$590.00 (minus standard
23 withholding) for the purchase, maintenance, cleaning, or repair of department-approved or
24 mandated uniform clothing, equipment or footwear. Checks shall be issued for the annual
25 allowance during the first pay period of February during each calendar year. New hires are
26 entitled to the full allowance of \$790.00 and can also receive an advance of the next calendar
27 year's full allowance (\$590.00). The Employer reserves the right to determine the serviceability
28 of uniform clothing, equipment, and footwear. Additionally, the Employer shall pay for the cost
29 of repair or replacement for uniform clothing, equipment, or footwear that is damaged in the

1 performance of an officer's duty, subject to the approval of the Chief of Police or his/her
2 designee.

3

4 **ARTICLE XI - RESIDENCY**

5 **Section 11.01:** Members of the bargaining unit are not restricted to residency
6 requirements.

7

8 **ARTICLE XII - GRIEVANCE PROCEDURE**

9 **Section 12.01:** Both the Association and the Employer recognize that grievances and
10 complaints shall be settled promptly and at the earliest possible stages and that the grievance
11 process must be initiated within ten (10) days of the incident or within ten (10) days that the
12 grievant knew or should have known of the incident, Saturday, Sunday and holidays excluded.
13 Any grievance not reported or filed within the time limit set forth above shall be invalid.

14 **Section 12.02:** A grievance shall be defined as a violation of a specific article of this
15 agreement but shall not include discipline matters. (Discipline matters shall be handled in
16 accordance with Sections 61.65 and 62.13(5), Wisconsin Statutes).

17 **Section 12.03:** Any member of the bargaining unit having a grievance concerning any
18 provision of this Agreement shall be handled in the following manner:

19 A. **First Step Procedure:** The Association or aggrieved member of the bargaining unit shall
20 orally present the grievance to the Chief of Police either alone or accompanied by an
21 Association representative. The Chief of Police shall attempt to settle the grievance
22 within ten (10) days, Saturday, Sunday, and holidays excluded, after the oral presentation
23 thereof, and

24
25 B. **Second Step Procedure:** If the grievance is not settled at the first step, it shall be
26 reduced to writing and presented to the Chief of Police within ten (10) days, Saturday,
27 Sunday, and holidays excluded, the Chief of Police shall furnish the Association with a
28 written answer to the grievance. If the grievance is not resolved to the satisfaction of all

1 parties either party may proceed, within ten (10) days, Saturday, Sunday, and holidays
2 excluded, to the next step, and
3

4 C. **Third Step Procedure:** The grievance shall be presented in writing to the Village
5 Administrator or the Police Commission, whichever authority has jurisdiction on any
6 particular grievance as follows:

7 If the grievance shall be deemed under the jurisdiction of the Police Commission
8 (PC) the grievance shall thereby be governed by section 62.12 of the Wisconsin Statutes.
9 The PC's jurisdiction is confined to disciplinary actions under 62.12 through 62.13(5) of
10 the Wisconsin Statutes. The PC shall within ten (10) days, Saturday, Sunday, and
11 holidays excluded, set up an informal meeting with all parties involved in the grievance
12 procedure. Within ten (10) days, Saturday, Sunday, and holidays excluded, after this
13 meeting a determination shall be made by the PC, reduced in writing and copies
14 submitted to all parties involved.

15 All other grievances relating to wages, hours, and working conditions or any other
16 matter under the jurisdiction of the Village Boards of Trustees shall be directed to the
17 Village Administrators. The Administrators shall within ten (10) days, Saturday, Sunday,
18 and holidays excluded, set up an informal meeting with all parties involved in the
19 grievance procedure. Within ten (10) days, Saturday, Sunday, and holidays excluded,
20 after this meeting a determination shall be made by the Administrators, reduced to
21 writing and copies submitted to all parties involved, and
22

23 D. **Fourth Step Procedure:** If the grievance is not settled at the Third Step of the Grievance
24 Procedure, the aggrieved party, or the Association, within ten (10) working days may
25 submit the determination made in Step 3 to the Wisconsin Employment Relations
26 Commission for arbitration. At the earliest possible date convenient to all parties, the
27 WERC shall submit a panel of five (5) arbitrators to the parties. The parties shall
28 alternately strike names from the list until one (1) name remains, who shall be appointed
29 the arbitrator. The flip of a coin shall determine which party makes the first strike. The
30 decision of the arbitrator will be final and binding on all parties. The cost of the
31 arbitration will be borne equally by the Villages and the Association.

1 The function of the arbitrator is judicial, rather than legislative, and he shall not
2 have the power to add to, disregard or modify any provision of this Agreement.

3 The Association may appoint one (1) representative of the Association and shall
4 inform the Villages of the name of the individual so appointed and of any changes
5 thereafter made in such appointments. The employer shall allow that representative, or
6 his/her designee, the necessary time to process grievances during the course of the duty
7 day.

8

9 ARTICLE XIII - NO STRIKE AGREEMENT

10 **Section 13.01:** Neither the Association nor any of its individual members will instigate,
11 promote, encourage, sponsor, engage in or condone any strike, picketing, slow down,
12 concentrated work stoppage or any other intentional interruption of work during the term of this
13 agreement. Upon notification by the Villages to the Association that certain members are
14 engaged in violation of this provision, the Association agrees to take all reasonable effective and
15 affirmative action to secure the return to work of such members as promptly as possible.

16

17 ARTICLE XIV - MANAGEMENT RIGHTS

18 **Section 14.01:** The Village possesses the sole right to operate the Joint Police
19 Department and all management rights reposed in it, subject only to the provisions of this
20 agreement and applicable law. The rights include but are not limited to the direction of all
21 reasonable work rules, the discipline of employees for just cause, the assignment and transfer of
22 employees within the department, the determination of the number and the classification of
23 employees needed to provide the services of the department, the right to hire, promote, schedule
24 and assign employees, maintain efficient operations, take whatever action is necessary to comply
25 with state or federal law, to introduce new or improved methods or facilities, to determine the
26 means, methods and personnel by which operations are to be conducted, and to carry out the
27 functions of the Villages in case of emergency.

28 These rights shall be exercised in a reasonable manner and shall not be used to
29 discriminate against any employee.

30 The Association may challenge the exercise of any of the foregoing functions on the basis

1 that the exercise violates a specific provision of this agreement.

2 No regular non-probationary employee shall be disciplined or discharged except for
3 cause as defined in Section 62.13(5), Stats. which shall be the exclusive procedure for
4 implementing and reviewing discipline matters.

5

6 ARTICLE XV - AMENDMENT PROVISION

7 **Section 15.01:** This agreement is subject to amendment, alteration or addition only by a
8 subsequent written agreement executed by and between the parties hereto. The waiver of any
9 breach, term or condition of this Agreement by either party shall not constitute a precedent in the
10 future enforcement of its terms and conditions.

11

12 ARTICLE XVI - SAVINGS CLAUSE

13 **Section 16.01:** If any Article or Section of this Agreement or any addendum thereto shall
14 be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance
15 with or enforcement of any Article or Section shall be restrained by such tribunal, the remainder
16 of this agreement and addendum shall not be affected thereby, and the parties shall enter into
17 immediate collective bargaining negotiations for the purpose of arriving at a mutually
18 satisfactory replacement for such Article or Section.

19

20 ARTICLE XVII - CHANGES IN TERMS OF THIS AGREEMENT

21 **Section 17.01:** This agreement shall be in effect from January 1, 2020 through December
22 31, 2022. If either party desires to negotiate any changes in this agreement, to become effective
23 after the term of this Agreement, they shall notify the fiscal agent of the Fox Valley Metro Police
24 Department in writing of the desire to enter into such negotiations on or before September 1st of
25 the year of expiration. Both parties shall mutually agree on a date to exchange proposals, which
26 shall be no later than October 1st of the year of expiration.

27

28

29

ARTICLE XVIII - NO OTHER AGREEMENT

Section 18.01: The Villages of Kimberly and Little Chute agree not to enter into any other agreement, oral or written with the members of the bargaining unit of the department included in this Agreement, individually or collectively, which in any way conflicts with the provisions of this Agreement.

ARTICLE XIX - EDUCATION

Section 19.01: Officers who pursue work related education, (to be determined by the Chief of Police), at an accredited school or college, shall be reimbursed upon completion of each class as follows:

Grade 4.0 - 100% reimbursement for books and tuition

Grade 3.0 - 75% reimbursement for books and tuition

Grade 2.0 - No reimbursement

Grade 1.0 - No reimbursement

Section 19.02: A request to attend classes must be submitted to the Chief of Police prior to December 1st for the upcoming year. Officers attending school will have a maximum tuition cap of \$1,500 per calendar year. The Villages retain full authority to approve or not approve all requests.

ARTICLE XX - PHYSICAL FITNESS

Officers may participate in a physical fitness incentive program; however, participation is not mandatory. The test is pass/fail only.

The tests will include the following:

- 200 meter run in under 60 seconds with vest and duty belt on.
- Holding a plank position for at least one-minute with vest and duty belt on.
- Drag a mannequin (weighing between 100 – 125 pounds) at least 50 feet with vest and duty belt on.
- Climbing over a 4' wall/fence with vest and duty belt on.
- Climbing up and down 2 flights of stairs under 50 seconds with vest and duty belt on.

1 on. For the purpose of this testing: A flight of stairs does not include a landing
2 area – it is the total group of stairs between two, different floors.

3 Test participants may take up to two (2) minutes of rest between each element of the test. Test is
4 based on elements of the Cooper Standards. Any portion of this test may be modified subject to
5 mutual agreement and a written MOU.

- 6 a. Officers who desire to participate in this program must indicated their willingness to
7 participate to the Chief of Police or designee in writing no later than January 31, of
8 each year.
- 9 b. Testing will take place in September or October of each year and all officer
10 participating shall be considered on duty.
- 11 c. The entire test or portions thereof may be held indoors or outdoors.
- 12 d. An Officer must pass the entire test in one session in order to receive a lump sum
13 payment, paid on the first paycheck in December. This sum shall not be added to base
14 wages, nor shall it be included when calculating the hourly rate for purposes of
15 overtime, or the payout of any benefits at termination of employment.
- 16 e. Should an officer fail to pass the entire test during the first session meet they shall
17 have the ability to retest prior to November 30, at a date and time set by the Chief or
18 his designee. The Officer must pass the entire test in one session in order to receive a
19 lump sum payment. This sum shall not be added to base wages, nor shall it be
20 included when calculating the hourly rate for purposes of overtime, or the payout of
21 any benefits at termination of employment.
- 22 f. Should an officer fail to pass the tests there shall be no discipline to such officer.
- 23 g. Any officer on workman's compensation and unable to perform the physical fitness
24 testing due to workman's compensation restrictions shall be allowed to test as soon as
25 they are physically capable; this same testing shall be allowed to those employees
26 with non-work-related medical conditions which made them unable to perform the
27 physical fitness testing.
- 28 h. The schedule for yearly payments will be as follows:
 - 29 • 2020 - \$200
 - 30 • 2021 - \$500
 - 31 • 2022 (and thereafter) - \$1,000

1

2 ARTICLE XXI – DUES DEDUCTION

3 **Section 21.01:** The Employer agrees to deduct monthly dues in the amount certified by
4 the Association from the pay of employees who individually sign a dues deduction authorization
5 form provided by the Employer where the Employee is knowingly and affirmatively consenting
6 to the deduction of dues from the employee's paycheck, including any Local Association dues
7 which the employee has authorized to be deducted in conjunction with Association dues.

8

9 **Section 21.02:** It shall be the employee's responsibility to sign the dues deduction
10 authorization form and provide the signed form to the Employer and Association no less than 30
11 days prior to the date in which dues deductions are to commence.

12

13 **Section 21.03:** The Employer shall deduct the combined dues amount each month for
14 each employee requesting such deduction, upon receipt of such form and shall remit the total of
15 such deductions, with a list of employees from whom such sums have been deducted, to the
16 Association, in one lump sum not later than the 15th of each month.

17

18 **Section 21.04:** Authorization of dues deduction by a member may be revoked upon
19 notice in writing to the Employer, or to the Association and with the understanding that the
20 deduction will cease as reasonably as practical after receipt of written notice of revocation.

21

22 **Section 21.05:** No employee shall be required to join the Association, but membership in
23 the Association shall be made available to all employees in the bargaining unit who apply
24 consistently with the Association Constitution and By-laws. The Employer agrees to notify the
25 Association office in writing of the name of any new hire into the bargaining unit. No employee
26 shall be denied membership because of race, creed, color, sex or other legally protected class
27 status.

28

29 **Section 21.06:** It is expressly understood and agreed that the Association will refund to
30 the Employer or the employee involved any dues erroneously deducted by the employer and paid
31 to the Association. The Association shall indemnify and hold the Employer harmless against any

1 and all third-party claims, demands, suits, order, judgments or any other forms of liability against
2 or incurred by the Employer, including all costs of defense and attorney's fees, which may arise
3 out of action taken or not taken by the Employer's compliance with this Article

4

5

1 Dated this 29th day of April 2020
2

3 VILLAGE OF LITTLE CHUTE
4

5
6 BY: _____
7 Michael R. Vanden Berg
8

9
10 ATTEST: _____
11 James P. Fenlon
12

13 VILLAGE OF KIMBERLY
14

15 BY: _____
16 Charles Kuen
17

18 ATTEST: _____
19 Danielle Block
20

21 FOX VALLEY METROPOLITAN
22 PROFESSIONAL POLICE
23 ASSOCIATION

24 BY: R. Lefebvre
25 Randall Lefeber
26

27 ATTEST: D. Dissen
28 Duane Dissen
29

30 BY: T. A. Schrank
31 Thomas A Schrank
32 WPPA/LEER Representative
33

APPENDIX A

Fox Valley Metro Professional Police Association / WPPA/LEER Wage scale for 2020 - 2022 CBA

Steps		2019 old scale	2020 hrly scale adjustment	1/1/2020 (1.5%)	7/1/2020 (1.5%)	1/1/2021 (1.5%)	7/1/2021 (1.5%)	1/1/2022 (1.5%)	7/1/2022 (1.5%)
Police Officer / Step 1	Hire (Non-Certified)	\$22.25	\$22.25	\$22.25	\$22.25	\$22.58	\$22.92	\$23.27	\$23.62
Police Officer / Step 2	Hire (Certified)	\$23.36	\$23.36	\$23.36	\$23.36	\$23.71	\$24.07	\$24.43	\$24.79
Police Officer / Step 3	FTO completion	\$24.46	\$24.46	\$24.46	\$24.46	\$24.83	\$25.20	\$25.58	\$25.96
Police Officer / Step 4	6 months	\$25.75	\$25.75	\$25.75	\$25.75	\$26.14	\$26.53	\$26.93	\$27.33
Police Officer / Step 5	1 year	\$27.22	\$27.22	\$27.22	\$27.22	\$27.63	\$28.04	\$28.46	\$28.89
Police Officer / Step 6	2 years	\$29.79	\$30.69	\$31.15	\$31.62	\$32.09	\$32.57	\$33.06	\$33.56
Police Officer / Step 7	3 years	\$30.50	\$30.98	\$31.44	\$31.92	\$32.40	\$32.88	\$33.37	\$33.87
Police Officer / Step 8	5 years	\$30.69	\$32.17	\$32.65	\$33.14	\$33.64	\$34.14	\$34.66	\$35.18
Police Officer / Step 9	7 years	\$30.98	\$32.74	\$33.23	\$33.73	\$34.24	\$34.75	\$35.27	\$35.80
Police Officer / Step 10	9 years	\$32.17	\$33.28	\$33.78	\$34.29	\$34.80	\$35.32	\$35.85	\$36.39

PSL and Investigators shall upon appointment be compensated at one step above their current wage step and progress from there until reaching step 10. Once they reach step 10 they shall receive a \$0.50 an hour increase added to the step 10 pay. Upon completion of their appointment and returning to patrol officer duties they shall return to the normal step pay rate according to years of service with Fox Valley Metro Police Department.

With this pay scale longevity pay would be eliminated and accounted for in 2020 wages

**Memorandum of Understanding
Between
The Villages of Little Chute and Kimberly;
The Wisconsin Professional Police Association / LEER and
Fox Valley Metro Professional Police Association
Local # 152
Regarding
Lateral Entry**

Law Enforcement Agencies are experiencing challenges in hiring and retaining qualified Law Enforcement Officers given the highly competitive market. In an attempt to address these concerns, the Villages and the Association have entered into this memorandum of understanding. In consideration of a mutual desire on both parties to hire, train and retain the best possible Law Enforcement Officers, the parties agree to the following modifications to the collective bargaining agreement solely for those New Hire Law Enforcement Officer who are hired by the Villages who have experience working as a Law Enforcement Officer from another Law Enforcement Agency.

1. The association agrees that New Hire Law Enforcement Officer candidates offered employment by the Villages may be eligible for lateral entry benefits if they are leaving another fulltime law enforcement position to become a Fox Valley Metro Law Enforcement Officer, or have prior law enforcement experience within the [last four years. Any potential New Hire Law Enforcement Officer must have maintained their certification during any period of separation and / or retirement.
2. New Hire Law Enforcement Officers may be granted a starting wage up to Step 10 of the Collective Bargaining Agreement wage scale under Article IX Wages, based on their past full time Law Enforcement Officer experience.
3. New Hire Law Enforcement Officers shall be granted vacation benefits up to 25 years of service based upon the credited years of service used to establish the vacation under Article IV Vacation and Paid Holidays. It is understood that this service credit will play no role in establishing department seniority in any other circumstance that might utilize seniority as a determining factor. It will merely determine their vacation accrual rate upon hire.
4. New Hire Law Enforcement Officers shall be advanced up to 192 hours of sick leave, with the understanding that no further sick leave will accrue until the month of employment that follows the month in which the same number of sick hours would have accrued naturally. Thereafter, they will accrue sick leave in accordance with the provisions under Article VI Sick Leave.

The goal of this initiative is to mitigate the loss of benefits often associated with an employee moving from one organization to another. The lateral entry program is designed

to help the Villages of Little Chute and Kimberly / Fox Valley Metro Police Department to offer a highly competitive total benefit package in an effort to hire the best qualified Law Enforcement Officers.

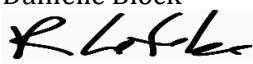
1. The New Hire Law Enforcement Officer shall receive all of the compensation and benefits that any full-time employee would receive except as specifically modified by this memorandum of understanding. All the terms of the collective bargaining agreement will apply to the New Hire Law Enforcement Officer unless specifically modified by this memorandum of understanding. In the event there is a question to the agreement regarding how a New Hire Law Enforcement Officer shall be treated under this MOU and the bargaining agreement, the Villages and the Association will meet to discuss acceptable equitable solutions. If that discussion is unsuccessful in resolving the dispute, the Villages and the Association will retain their respective rights and arguments under the current provisions of the collective bargaining agreement.
2. This represents the complete understanding of the parties on this issue. Any amendments or modifications to this agreement must be made in writing.
3. This Agreement shall expire on date of ending of the collective bargaining agreement.
4. This agreement is effective on the last date signed below. Authentic fax or email signatures are as valid as an original.

Agreed to by:

For the Village of Little Chute
James Fenlon

Date

For the Village of Kimberly
Danielle Block



Date

04/29/2020

For the Association
Randall Lefever

Date



04/29/2020

For WPPA / LEER
Thomas A. Schrank

Date

Agreement between the
VILLAGES OF LITTLE CHUTE AND KIMBERLY



and the
FOX VALLEY METRO PROFESSIONAL POLICE
ASSOCIATION

2018-20192020-2022

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ARTICLE I - RECOGNITION

Section 1.01: This agreement made between and entered into at Little Chute and Kimberly, Wisconsin pursuant to the provisions of Section 111.70 et al of the Wisconsin Statutes by and between the Villages of Little Chute and Kimberly, municipal corporations, as municipal employers, and the Fox Valley Metro Professional Police Association, and the Wisconsin Professional Police Association/LEER as the sole bargaining agent for all full time law enforcement personnel with the powers of arrest, excluding the Chief of Police, supervisory, managerial, confidential, and part-time Police Officers, of the combined Villages of Little Chute and Kimberly.

ARTICLE II - HOURS

12 **Section 2.01:** A normal workday shall consist of a nine (9) hour shift except for
13 temporary assignments of Investigator, Police School Liaison Officer, or special assignments
14 where a shift will consist of eight (8) hours.

16 Section 2.02: A normal bi-weekly work period shall average of 79.31 hours based on a
17 fifty-two week year.

Section 2.03: Members of the Association will be paid bi-weekly.

21 **Section 2.04:** All work schedules shall be posted four (4) weeks in advance, except in the
22 event of an emergency or other unforeseen circumstance justifying a change in the work
23 schedules.

25 **Section 2.05:** Employees shall be entitled to a thirty (30) minute paid lunch period during
26 a normal work day.

28 **Section 2.06:** Officers assigned to the regular patrol schedule shall work a schedule of
29 Five (5) days on duty followed by three (3) days off duty with exception of the first cycle in
30 January of each year where they will work five (5) days on followed by two (2) days off. A
31 normal work week for Police School Liaison Officers, except when school is not in session,

1 Investigators and other office assignments shall be forty (40) hours based upon five (5) days on
2 duty (Monday through Friday), and two (2) days off duty (Saturday and Sunday).

3

4 **Section 2.07:** All non-probationary employees on the regular patrol schedule shall be
5 assigned on a seniority basis, to one of three shifts listed in Section 2.10, except that one
6 assigned position on each shift will be decided by seniority by the Chief of Police based on the
7 needs of the department. The Chief of Police reserves the right to assign officers to special duty
8 shifts, (i.e. 3:30 p.m. to 12:30 a.m. 6:30 p.m. to 3:30 a.m., 10:30 a.m. to 7:30 p.m., etc.), for
9 department needs on a temporary basis.

10

11 **Section 2.08:** To avoid any one shift being staffed completely by probationary
12 employees, probationary employees shall not be eligible for shift selection by seniority until
13 completion of their probationary period.

14

15 **Section 2.09:** The five most senior non-probationary employees on the regular schedule
16 shall not be deprived of their shift selection rights under this section to accommodate placement
17 of a probationary employee.

18

19 **Section 2.10:** Effective January 1, 2016 forward, work shifts for the regular schedule are
20 as follows:

- 21 a. Day Shift 6:00 a.m. to 3:00 p.m.
- 22 b. Afternoon Shift 1:30 p.m. to 10:30 p.m.
- 23 c. Night Shift 9:30 p.m. to 6:30 a.m.
- 24 d. The normal schedule for Investigator #1 will be an eight (8) hour shift, normally from 8
am – 4 pm, Monday through Friday.
- 25 e. The normal schedule for Investigator #2 will be an eight (8) hour shift, starting normally
between 10 am and 12 pm, Monday through Friday, in conjunction with the patrol
schedule being completed.
- 26 f. Investigators shall select shifts by seniority served in the association.
- 27 g. The PSL shifts during the school year will normally coincide with the normal hours of
the school day.
- 28 h. If PSL's are assigned to investigations in the summer months they will normally be

1 assigned to a regular Monday through Friday eight (8) hour shift, with a start time
2 between 8 am and 12 pm, by March 31st of the year. These shifts will be
3 selected/assigned by seniority in the association but shall not bump an Investigator from
4 their selected shift.

5 e.i. To address a specific need or unusual circumstance (excluding meetings) requiring
6 investigators, the Chief of Police reserves the right to assign officers working in the
7 investigations unit to special duty shifts for department needs on a temporary basis.

9 **Section 2.11:** By October 1st of each year, each employee who is assigned to the regular
10 patrol schedule shall select one of the shifts in Section 2.10 by seniority. For purposes of shift
11 selection, only the employee's time in grade, e.g. time in the Association, will be counted for
12 seniority purposes. Each employee shall identify the order of their preference each of the three
13 (3) shifts. Shift selection shall be completed by November 1st of each year and assignments shall
14 be made in accordance with Section 2.07, Section 2.08, Section 2.09 and Section 2.10 of this
15 agreement. Police School Liaison Officers shall be assigned their patrol schedule rotations (day
16 off group) for the months of June, July and August upon the release of the patrol schedule for the
17 following year. Police School Liaison Officers will select the available shifts based on seniority
18 as defined in this section. Police School Liaison Officers will be assigned a patrol shift for the
19 months of June, July and August no later than March 31st of that year.

20
21 **Section 2.12:** During the spring and fall equinox time changes, the schedule shall be
22 adjusted to ensure that the officers working those affected shifts shall work no less than nine (9)
23 hours during the spring time change and no more than nine (9) hours during the fall time change.

25 ARTICLE III - OVERTIME, COURT, AND CALL-IN-PAY

26 **Section 3.01:** Employees will be compensated at the rate of time and one-half (1 1/2)
27 based on their normal rate of pay for all hours worked in excess of a normal work day or eighty
28 (80) hours "per bi-weekly work period, but not both i.e. non-pyramiding." Officers assigned to
29 temporary assignments of Investigator, Police School Liaison Officer, or special assignments
30 will be compensated at the rate of time and one-half (1 1/2) based on their normal rate of pay for
31 all hours worked in excess of a normal work day or eighty (80) hours "per bi-weekly work
32 period, but not both i.e. non-pyramiding."

1
2 **Section 3.02:** An employee who is subpoenaed to appear in court when not scheduled to
3 work shall receive pay at time and one-half (1 1/2) for all hours required at court. A minimum of
4 two (2) hours pay at time and one-half (1 1/2) will be paid for any court appearance scheduled
5 during an officer's off duty time. Any officer receiving a court cancellation with less than 24
6 hours' notice who is not scheduled to work at the time listed on the subpoenas shall receive two
7 hours of pay at time and one-half (1 1/2) their normal rate of pay. A telephone call placed to the
8 officer's primary residence, whether answered or not, shall constitute "notification", unless
9 another telephone number is provided by the officer.

10
11 **Section 3.03:** Employees who are called into work, which is other than his/her regular
12 patrol or office schedule, shall receive two (2) hours call-in pay in addition to the actual number
13 of hours worked. The two hours call-in pay will be at the employee's regular rate of pay.
14 Employees shall receive the call in pay if not given a minimum of twenty-four (24) hours' notice
15 prior to the original reporting time for duty. Changes that are made to the schedule within the
16 minimum of twenty-four (24) hours of notice and that require an employee to be re-assigned to
17 another shift for that calendar date shall be made available by seniority. If an officer is called in on
18 a holiday rate of pay shall be double time. Holiday pay is for any shift that starts on that Holiday and
19 includes any extension of the shift.

20
21 **Section 3.04:** Employees who attend training when not regularly scheduled to work shall
22 receive time and one-half (1 1/2) for the hours attended.

23
24 **Section 3.05:** An employee shall be allowed overtime pay in either case or compensatory
25 time off at the discretion of the employee, at the rate of one and one-half (1 1/2) based on their
26 normal rate of pay. An employee shall be allowed to use call-in pay as compensatory time off at
27 the rate of straight time. An employee may take compensatory time off with the approval of the
28 Chief of Police. Each approval will be handled on an individual basis and will not be precedent
29 setting. During the calendar year, the employee will be allowed to accumulate a maximum of
30 eighty (80) hours of compensatory time at any one time; any overtime hours in excess of eighty
31 (80) hours will be paid out at the rate of time and one-half (1 1/2). At the end of July, an officer

1 can request and shall receive a payout of overtime in excess of forty (40) hours at the rate of time
2 and one half (1 ½), on the first pay period in August. At the end of the calendar year, any
3 overtime hours in excess of forty (40) hours will be paid out at the rate of time and one-half (1
4 1/2), on the first pay period following December 31.

5

6 **Section 3.06:** All overtime hours on the patrol schedule shall be made available to full-
7 time members of the bargaining unit on a rotating seniority basis for increments of 4.5 hour
8 assignments or more. If after going through the rotating list and no member is available, the on-
9 duty officers based on seniority would have the option of working an additional split-shift to
10 cover the open available shift. This section does apply to vacant shifts due to a sick call where
11 the decision has been made to fill the shift. This section does not apply to non-regular call-ins
12 made by supervisory staff to address immediate staffing issues such as high call volume, severe
13 weather and major cases, if the officer being called cannot report, ready for duty, within 30
14 minutes of being called. If the shift cannot be covered by a member of the bargaining unit, a
15 part-time officer may be used. The Chief of Police agrees not to change from the present work
16 cycle without a valid reason.

17

18 **Section 3.07:** Shift selection for annual or otherwise regularly scheduled community
19 events to include but not limited to CheeseFest, PaperFest, and the Kermis Festival shall be made
20 based upon seniority.

21

22 ARTICLE IV - VACATIONS AND PAID HOLIDAYS

23 **Section 4.01:** All Members of the bargaining unit, regardless of shift hours or assignment,

24 shall be entitled to vacations commencing on their anniversary date, according to the following
25 schedule:

26 45 hours after one (1) year continuous service
27 90 hours after two (2) years continuous service
28 135 hours after seven (7) years continuous service
29 180 hours after twelve (12) years continuous service
30 225 hours after Eighteen (18) years continuous service
31 270 hours after twenty-five (25) years continuous service

1
2 Vacation benefits shall accrue at the rate of one-twelfth (1/12) of the employee's
3 authorized vacation for each month of employment. New employees shall accrue vacation
4 benefits during their probationary period.

5
6 **Section 4.02:** Vacation may be broken down into increments equal to or greater than
7 half-shift increments with the prior approval by the Chief.

8
9 **Section 4.03:** Upon termination of employment from the Villages, a member of the
10 Association shall be paid for all unused vacation time that is due him/her in the current year. If a
11 member is terminated for cause, this section will not apply

12
13 **Section 4.04:** Vacation must be used during the calendar year. Unused vacation does not
14 accrue on a year by year basis; however, in the sole discretion of the Villages, annual unused
15 vacation may be extended to a subsequent year. It is understood and agreed that this
16 determination shall be within the sole discretion of the Villages and shall not be considered a
17 precedent when and if applied to an individual member of the Association. Vacation not used by
18 reason of Village needs shall be paid at the employee's option at the present rate of pay, or
19 carried over to the next year.

20
21 **Section 4.05:** The Chief of Police reserves the right to determine the number of personnel
22 to be on vacation at one time.

23
24 **Section 4.06:** Paid Holidays in this Agreement are:

25 New Year's Day Labor Day
26 Memorial Day Thanksgiving Day
27 Independence Day Christmas Eve Day
28 Easter Sunday Christmas Day

29
30 **Section 4.07:** For each of the above holidays, employees will receive nine (9) hours of
31 regular pay or an additional day off, at the option of the employee. If the employee works on

1 any of the holidays, he/she shall be paid at the rate of two (2) times his/her rate of pay for the
2 hours worked. When a holiday falls in a vacation week or scheduled day off, the employee shall
3 receive either nine (9) hours of pay or an additional day off, at the option of the employee.
4 Officers assigned to temporary assignments of Investigator, Police School Liaison Officer, or
5 special assignments where an eight (8) hour shift is worked shall receive eight (8) hours of pay
6 where nine hours is indicated in this paragraph.

7 The scheduling of the additional days off for holidays is subject to the approval of the
8 Chief of Police. The Chief of Police agrees not to involuntarily remove the uniformed officers
9 from the work schedule who would normally be scheduled to work holidays.

10

11 **Section 4.08:** Employees shall be entitled to three (3) personal holidays where an
12 employee may take a day off at his/her discretion and receive a normal work day of pay at
13 his/her regular rate. The personal holidays shall be applied for at least five (5) days in advance
14 and once approved by the Chief of Police they cannot be canceled. If submitted at least five days
15 prior to the date of the personal holiday, the Chief of Police agrees to approve all personal
16 holidays, during a normal workday as long as it does not result in more than two (2) overtime
17 shifts, including any overtime shifts already on the schedule, for that day. Approval of personal
18 holidays requested within five days or that would cause more than two (2) overtime shifts, will
19 be left to the discretion of the Chief of Police. At the end of the calendar year, unused personal
20 holidays may be converted to compensatory time on an hour for hour basis and carried over to
21 the next year, subject to the restrictions identified in Section 3.05.

22

23 **ARTICLE V - RETIREMENT CONTRIBUTION**

24 **Section 5.01:** The Villages will contribute 100% of the employer retirement contribution
25 to the Wisconsin Retirement Fund and the employee will contribute 100% of the employee
26 retirement contribution to the Wisconsin Retirement Fund, as determined by the Employee Trust
27 Fund.

28

29 **ARTICLE VI - SICK LEAVE**

30 **Section 6.01:** All members of the bargaining unit shall be granted sick leave pay at the
31 rate of one (1) working day for each full month of service.

1
2 **Section 6.02:** The amount of accumulated sick leave for each member of the bargaining
3 unit shall be determined from current sick leave banks at the time of the signing of this
4 agreement.

5
6 **Section 6.03:** Unused sick leave may be accumulated to a total of one hundred and
7 twenty (120) working days or nine hundred sixty (960) hours. One-half (1/2) of the member's
8 accumulated sick leave shall be payable upon retirement under the Wisconsin Retirement Fund
9 or upon voluntary separation from service after nine (9) years of continuous service. An officer
10 who resigns or quits, except when in lieu of termination, after nine (9) years of continuous
11 service, will receive one-half (1/2) of accumulated sick leave. An officer who resigns or quits
12 with less than nine (9) years of continuous service, shall forfeit all accumulated sick leave.

13
14 **Section 6.04:** When a member is on sick leave and a holiday occurs, the member may
15 elect to use either sick leave or holiday pay, but not both.

16
17 **Section 6.05:** A member of the bargaining unit may use accumulated sick leave with pay
18 for absences necessitated by his/her injury, or illness, or that of a member of his/her immediate
19 family, to include: wife/husband, daughter, son, stepchild, father, father-in-law, mother, or
20 mother in law.

21
22 **Section 6.06:** Time off for injury received by a member of the bargaining unit in the
23 course of his/her employment for which Workers Compensation is paid, shall not be charged
24 against sick leave.

25
26 **Section 6.07:** In order to be granted sick leave with pay, a member of the bargaining unit
27 must:

28 • Report promptly to the Chief of Police the reason for absence, and
29 • Keep the Chief of Police informed of his/her condition if absence is more than
30 three (3) days, and

1 • Permit the Villages to make medical examination or nursing visits as it deems
2 desirable after three days.
3 • Submit a medical certificate for any absence of more than three (3) consecutive
4 working days upon the request of the Chief of Police.

5
6 **Section 6.08:** In case of the death of a member, 100% of his/her accumulated sick leave
7 shall be payable to his/her beneficiary or estate.

8
9 ARTICLE VII - FUNERAL LEAVE

10 **Section 7.01:** Funeral leave shall be used due to a death in a member's immediate family
11 as defined as spouse, child, stepchild, parent, mother or father-in-law, sister or brother,
12 grandchild, brother or sister-in-law, son or daughter-in-law and shall consist of three (3)
13 consecutive days based around the funeral day; two (2) prior and the day of the funeral; one (1)
14 prior, the day of the funeral, and one (1) after; or the funeral day and two (2) after, which will be
15 the employee's choice. An additional two (2) consecutive days may be granted at the discretion
16 of the Chief of Police.

17
18 **Section 7.02:** One (1) day shall be granted for the death of grandparents, aunts ~~or~~ uncles,
19 niece or nephew.

20 This shall be based on the day of the funeral, one (1) day prior, or one (1) day after the
21 day of the funeral, which shall be the employee's choice.

22
23 **Section 7.03:** All funeral leave shall not be charged against the member's sick leave or
24 other paid time off.

25
26 ARTICLE VIII - INSURANCE BENEFITS

27 **Section 8.01:**

28 A. ~~For calendar year 2018 and 2019, the employer shall pay eighty-five percent (85%)~~
29 toward the cost of group Hospitalization/health insurance premiums for both the
30 single and family plan coverage for eligible employees.

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Section 8.02: The employer shall pay one hundred percent (100%) of the premium for the family and single coverage for dental insurance for eligible employees.

4 **Section 8.03:** The employer shall provide life insurance to each eligible employee, with
5 the premium to be paid by the employer. Coverage shall be based on \$1,000 of insurance for
6 every \$1,000 the member made the previous year as a police officer. The selection of carrier
7 shall be determined by the employer.

9 **Section 8.04:** The employer shall provide Income Continuation Insurance (disability
10 insurance) for eligible employees. The monthly benefit will be at least sixty-six and two-thirds
11 percent (66 2/3 %) of gross earnings. The employer will pay a portion of the premium equal to
12 .5% of gross earnings. The selection of insurance carrier shall be determined by the employer.

14 **Section 8.05:** The employer reserves the right to change carrier or methods of coverage
15 including self-funding for any of the above coverage.

ARTICLE IX - WAGES

18 Section 9.01: Employees shall be paid in accordance with the hourly wage schedule
19 shown in Appendix A, attached hereto.

20 A. Employees shall be paid on an hourly basis in accordance with the following
21 schedule effective January 1, 2018. (2.5% increase)

POSITION	RATE	ATTAIN
Police Officer/Step 1	\$21.71	Hire (Non-Certified)
Police Officer/Step 2	\$22.79	Hire (Certified)
Police Officer/Step 3	\$23.86	FTO Completion
Police Officer/Step 4	\$25.12	6 months
Police Officer/Step 5	\$26.56	Probation Completion, minimum 1 year
Police Officer/Step 6	\$29.06	2 years
Police Officer/Step 7	\$29.76	3 years

Police Officer/Step 8	\$29.94	5 years
Police Officer/Step 9	\$30.23	7 years
Police Officer/Step 10	\$31.39	9 years
Police School Liaison	\$31.39	Minimum Level of Entry
Investigator	\$31.39	Minimum Level of Entry
Police Officer/Step 11	\$31.94	15 years
Police Officer/Step 12	\$32.47	25 years

Section 9.02:

A. Employees shall be paid on an hourly basis in accordance with the following schedule effective January 1, 2019. (2.5% increase)

POSITION	RATE	ATTAIN
Police Officer/Step 1	\$22.25	Hire (Non-Certified)
Police Officer/Step 2	\$23.36	Hire (Certified)
Police Officer/Step 3	\$24.46	FTO Completion
Police Officer/Step 4	\$25.75	6 months
Police Officer/Step 5	\$27.22	Probation Completion, minimum 1 year
Police Officer/Step 6	\$29.79	2 years
Police Officer/Step 7	\$30.50	3 years
Police Officer/Step 8	\$30.69	5 years
Police Officer/Step 9	\$30.98	7 years
Police Officer/Step 10	\$32.17	9 years
Police School Liaison	\$32.17	Minimum Level of Entry
Investigator	\$32.17	Minimum Level of Entry
Police Officer/Step 11	\$32.74	15 years
Police Officer/Step 12	\$33.28	25 years

~~Section 9.04: Employees shall receive longevity pay computed at the following rate.~~

1 Payment will be made once a year during the first pay period in December and shall be taxed
2 separately.

YEARS OF SERVICE	MONTHLY	YEARS OF SERVICE	MONTHLY
3-4 years	\$5	12-14 years	\$25
5-6 years	\$10	15-19 years	\$30
7-8 years	\$15	20-24 years	\$35
9-11 years	\$20	25 and over	\$40

3
4 Section 9.025: Field Training Officer shall receive \$1.00 an hour additional pay when in the
5 process of training new employees.

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6 ARTICLE X - CLOTHING ALLOWANCE

7 Section 10.01: Each officer will be paid an annual allowance of \$590.00 (minus standard
8 withholding) for the purchase, maintenance, cleaning, or repair of department-approved or
9 mandated uniform clothing, equipment or footwear. Checks shall be issued for the annual
10 allowance during the first pay period of February during each calendar year. New hires are
11 entitled to the full allowance of \$790.00 and can also receive an advance of the next calendar
12 year's full allowance (\$590.00). The Employer reserves the right to determine the serviceability
13 of uniform clothing, equipment, and footwear. Additionally, the Employer shall pay for the cost
14 of repair or replacement for uniform clothing, equipment, or footwear that is damaged in the
15 performance of an officer's duty, subject to the approval of the Chief of Police or his/her
16 designee. must purchase his/her complete uniform and will be paid only upon receipt for
17 clothing, equipment or footwear purchased, cleaned, or repaired, up to \$525 per calendar year.
18 With the approval of the Chief of Police, the employer will pick up the repair or replacement cost
19 of uniforms, meaning clothing, if the officer does damage while in the performance of his/her
20 duty. Each officer who begins employment during the year will be eligible to receive up to a
21 \$700 clothing allowance, prorated from his/her starting date until the end of the calendar year
22 and will be allowed an advance on the next calendar year clothing allowance. All officers may
23 carry the uniform allowance from one year to the next, however the total amount held over is
24 capped at, and shall not exceed, \$1050.00. The Village reserves the right to determine the

serviceability of equipment.

ARTICLE XI - RESIDENCY

Section 11.01: Members of the bargaining unit are not restricted to residency requirements.

ARTICLE XII - GRIEVANCE PROCEDURE

8 **Section 12.01:** Both the Association and the Employer recognize that grievances and
9 complaints shall be settled promptly and at the earliest possible stages and that the grievance
10 process must be initiated within ten (10) days of the incident or within ten (10) days that the
11 grievant knew or should have known of the incident, Saturday, Sunday and holidays excluded.
12 Any grievance not reported or filed within the time limit set forth above shall be invalid.

13 **Section 12.02:** A grievance shall be defined as a violation of a specific article of this
14 agreement, but shall not include discipline matters. (Discipline matters shall be handled in
15 accordance with Sections 61.65 and 62.13(5), Wisconsin Statutes).

16 **Section 12.03:** Any member of the bargaining unit having a grievance concerning any
17 provision of this Agreement shall be handled in the following manner:

18 A. **First Step Procedure:** The Association or aggrieved member of the bargaining unit shall
19 orally present the grievance to the Chief of Police either alone or accompanied by an
20 Association representative. The Chief of Police shall attempt to settle the grievance
21 within ten (10) days, Saturday, Sunday, and holidays excluded, after the oral presentation
22 thereof, and

23
24 B. **Second Step Procedure:** If the grievance is not settled at the first step, it shall be
25 reduced to writing and presented to the Chief of Police within ten (10) days, Saturday,
26 Sunday, and holidays excluded, the Chief of Police shall furnish the Association with a
27 written answer to the grievance. If the grievance is not resolved to the satisfaction of all

1 parties either party may proceed, within ten (10) days, Saturday, Sunday, and holidays
2 excluded, to the next step, and
3

4 C. **Third Step Procedure:** The grievance shall be presented in writing to the Village
5 Administrator or the Police Commission, whichever authority has jurisdiction on any
6 particular grievance as follows:

7 If the grievance shall be deemed under the jurisdiction of the Police Commission
8 (PC) the grievance shall thereby be governed by section 62.12 of the Wisconsin Statutes.
9 The PC's jurisdiction is confined to disciplinary actions under 62.12 through 62.13(5) of
10 Wisconsin Statutes. The PC shall within ten (10) days, Saturday, Sunday, and
11 holidays excluded, set up an informal meeting with all parties involved in the grievance
12 procedure. Within ten (10) days, Saturday, Sunday, and holidays excluded, after this
13 meeting a determination shall be made by the PC, reduced in writing and copies
14 submitted to all parties involved.

15 All other grievances relating to wages, hours, and working conditions or any other
16 matter under the jurisdiction of the Village Boards of Trustees shall be directed to the
17 Village Administrators. The Administrators shall within ten (10) days, Saturday, Sunday,
18 and holidays excluded, set up an informal meeting with all parties involved in the
19 grievance procedure. Within ten (10) days, Saturday, Sunday, and holidays excluded,
20 after this meeting a determination shall be made by the Administrators, reduced to
21 writing and copies submitted to all parties involved, and
22

23 D. **Fourth Step Procedure:** If the grievance is not settled at the Third Step of the Grievance
24 Procedure, the aggrieved party, or the Association, within ten (10) working days may
25 submit the determination made in Step 3 to the Wisconsin Employment Relations
26 Commission for arbitration. At the earliest possible date convenient to all parties, the
27 WERC shall submit a panel of five (5) arbitrators to the parties. The parties shall
28 alternately strike names from the list until one (1) name remains, who shall be appointed
29 the arbitrator. The flip of a coin shall determine which party makes the first strike. The
30 decision of the arbitrator will be final and binding on all parties. The cost of the
31 arbitration will be borne equally by the Villages and the Association.

1 The function of the arbitrator is judicial, rather than legislative, and he shall not
2 have the power to add to, disregard or modify any provision of this Agreement.

3 The Association may appoint one (1) representative of the Association and shall
4 inform the Villages of the name of the individual so appointed and of any changes
5 thereafter made in such appointments. The employer shall allow that representative, or
6 his/her designee, the necessary time to process grievances during the course of the duty
7 day.

8

9 ARTICLE XIII - NO STRIKE AGREEMENT

10 **Section 13.01:** Neither the Association nor any of its individual members will instigate,
11 promote, encourage, sponsor, engage in or condone any strike, picketing, slow down,
12 concentrated work stoppage or any other intentional interruption of work during the term of this
13 agreement. Upon notification by the Villages to the Association that certain members are
14 engaged in violation of this provision, the Association agrees to take all reasonable effective and
15 affirmative action to secure the return to work of such members as promptly as possible.

16

17 ARTICLE XIV - MANAGEMENT RIGHTS

18 **Section 14.01:** The Village possesses the sole right to operate the Joint Police
19 Department and all management rights reposed in it, subject only to the provisions of this
20 agreement and applicable law. The rights include but are not limited to the direction of all
21 reasonable work rules, the discipline of employees for just cause, the assignment and transfer of
22 employees within the department, the determination of the number and the classification of
23 employees needed to provide the services of the department, the right to hire, promote, schedule
24 and assign employees, maintain efficient operations, take whatever action is necessary to comply
25 with state or federal law, to introduce new or improved methods or facilities, to determine the
26 means, methods and personnel by which operations are to be conducted, and to carry out the
27 functions of the Villages in case of emergency.

28 These rights shall be exercised in a reasonable manner and shall not be used to
29 discriminate against any employee.

30 The Association may challenge the exercise of any of the foregoing functions on the basis

1 that the exercise violates a specific provision of this agreement.
2 No regular non-probationary employee shall be disciplined or discharged except for
3 cause as defined in Section 62.13(5), Stats. which shall be the exclusive procedure for
4 implementing and reviewing discipline matters.

5

6 ARTICLE XV - AMENDMENT PROVISION

7 **Section 15.01:** This agreement is subject to amendment, alteration or addition only by a
8 subsequent written agreement executed by and between the parties hereto. The waiver of any
9 breach, term or condition of this Agreement by either party shall not constitute a precedent in the
10 future enforcement of its terms and conditions.

11

12 ARTICLE XVI - SAVINGS CLAUSE

13 **Section 16.01:** If any Article or Section of this Agreement or any addendum thereto shall
14 be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance
15 with or enforcement of any Article or Section shall be restrained by such tribunal, the remainder
16 of this agreement and addendum shall not be affected thereby, and the parties shall enter into
17 immediate collective bargaining negotiations for the purpose of arriving at a mutually
18 satisfactory replacement for such Article or Section.

19

20 ARTICLE XVII - CHANGES IN TERMS OF THIS AGREEMENT

21 **Section 17.01:** This agreement shall be in effect from January 1, 2018-2020 through
22 December 31, 20192022. If either party desires to negotiate any changes in this agreement, to
23 become effective after the term of this Agreement, they shall notify the fiscal agent of the Fox
24 Valley Metro Police Department in writing of the desire to enter into such negotiations on or
25 before September 1st of the year of expiration. Both parties shall mutually agree on a date to
26 exchange proposals, which shall be no later than October 1st of the year of expiration.

27

28 ARTICLE XVIII - NO OTHER AGREEMENT

1 **Section 18.01:** The Villages of Kimberly and Little Chute agree not to enter into any
2 other agreement, oral or written with the members of the bargaining unit of the department
3 included in this Agreement, individually or collectively, which in any way conflicts with the
4 provisions of this Agreement.

5

6 ARTICLE XIX - EDUCATION

7 **Section 19.01:** Officers who pursue work related education, (to be determined by the
8 Chief of Police), at an accredited school or college, shall be reimbursed upon completion of each
9 class as follows:

10 Grade 4.0 - 100% reimbursement for books and tuition
11 Grade 3.0 - 75% reimbursement for books and tuition
12 Grade 2.0 - No reimbursement
13 Grade 1.0 - No reimbursement

14 **Section 19.02:** A request to attend classes must be submitted to the Chief of Police prior
15 to September 1st for the upcoming year. Officers attending school will have a maximum
16 spending cap of \$1,500 per calendar year. The Villages retain full authority to approve or not
17 approve all requests.

18

19 ARTICLE XX - PHYSICAL FITNESS

20 Officers may participate in a physical fitness incentive program; however, participation is not
21 mandatory. The test is pass/fail only.

22 The tests will include the following:

23 - 200 meter run in under 60 seconds with vest and duty belt on.
24 - Holding a plank position for at least one-minute with vest and duty belt on.
25 - Drag a mannequin (weighing between 100 – 125 pounds) at least 50 feet with vest
26 and duty belt on.
27 - Climbing over a 4' wall/fence with vest and duty belt on.
28 - Climbing up and down 2 flights of stairs under 50 seconds with vest and duty belt
29 on. For the purpose of this testing: A flight of stairs does not include a landing
30 area – it is the total group of stairs between two, different floors.

1 Test participants may take up to two (2) minutes of rest between each element of the test. Test is
2 based on elements of the Cooper Standards. Any portion of this test may be modified subject to
3 mutual agreement and a written MOU.

4 a. Officers who desire to participate in this program must indicated their willingness to
5 participate to the Chief of Police or designee in writing no later than January 31, of
6 each year.

7 b. Testing will take place in September or October of each year and all officer
8 participating shall be considered on duty.

9 c. The entire test or portions thereof may be held indoors or outdoors.

10 d. An Officer must pass the entire test in one session in order to receive a lump sum
11 payment, paid on the first paycheck in December. This sum shall not be added to base
12 wages, nor shall it be included when calculating the hourly rate for purposes of
13 overtime, or the payout of any benefits at termination of employment.

14 e. Should an officer fail to pass the entire test during the first session meet they shall
15 have the ability to retest prior to November 30, at a date and time set by the Chief or
16 his designee. The Officer must pass the entire test in one session in order to receive a
17 lump sum payment. This sum shall not be added to base wages, nor shall it be
18 included when calculating the hourly rate for purposes of overtime, or the payout of
19 any benefits at termination of employment.

20 f. Should an officer fail to pass the tests there shall be no discipline to such officer.

21 g. Any officer on workman's compensation and unable to perform the physical fitness
22 testing due to workman's compensation restrictions shall be allowed to test as soon as
23 they are physically capable; this same testing shall be allowed to those employees
24 with non-work-related medical conditions which made them unable to perform the
25 physical fitness testing.

26 h. The schedule for yearly payments will be as follows:

- 2020 - \$200
- 2021 - \$500
- 2022 (and thereafter) - \$1,000

Comment [2]: To clarify

Comment [3]: To clarify

31 | In recognition of the importance that physical fitness plays in the general health and well-being

1 of police officers and in consideration of the relationship between good health and well-being
2 and effective, efficient police service, the following physical fitness program is adopted:

3 A. Participation in the physical fitness program is optional for all sworn personnel
4 hired prior to July 1, 2011. However, once an officer chooses to participate in the physical
5 fitness program, participation becomes mandatory from that time forward. Participation in
6 the physical fitness program is mandatory for all sworn personnel hired after July 1, 2011.

7 B. For purposes of this program, four categories of physical fitness are recognized:
8 1—poor, 2—adequate, 3—good, 4—excellent.

9 C. Participating employees will be tested twice each year and will be paid a
10 maximum of two hours, at their regular rate of pay, for participation in the testing
11 procedure on off-duty time.

12 D. A testing period is defined as the time between the start of one round of physical
13 fitness tests and the start of the next round of physical fitness tests.

14 E. Sworn personnel participating in the program and achieving a score of “good” or
15 “excellent” will be eligible for an annual health club membership reimbursement not to
16 exceed \$150.00 per calendar year. The health club reimbursement can be for a single or
17 family membership.

18 F. Sworn personnel participating in the department’s physical fitness program will
19 also be eligible for an additional incentive based on their overall score as follows:

20 a. Sworn personnel who score “excellent” will receive an additional day off of
21 their choosing.

22 b. Sworn personnel who score “good” will receive an additional half day off of
23 their choosing.

24 c. Any time off earned from these incentives cannot be paid out at the end of the
25 calendar year and cannot cause overtime when redeemed.

1 d. Sworn personnel's incentive time off will be determined based on their
2 current duty assignment and/or contractual hours of work.

3 G. Any employee who for reasons of illness or injury, is temporarily unable to
4 perform at his/her previous recorded level during any test period shall, after review and
5 determination by the Chief of Police as to legitimacy, continue to be eligible for incentives.
6 If possible, the employee shall test during that period to show the ability to complete the
7 physical fitness testing. After one testing period, if such illness or injury continues, the
8 employee shall receive the incentive only if they test during the test period.

9 H. All employees are responsible for determining their fitness to participate in the
10 testing process. New participants will be provided a Doctor's waiver, which must be
11 completed prior to participation in the testing procedure.

ARTICLE XXI – DUES DEDUCTION

Section 21.01: The Employer agrees to deduct monthly dues in the amount certified by the Association from the pay of employees who individually sign a dues deduction authorization form provided by the Employer where the Employee is knowingly and affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with Association dues.

Section 21.02: It shall be the employee's responsibility to sign the dues deduction authorization form and provide the signed form to the Employer and Association no less than 30 days prior to the date in which dues deductions are to commence.

Section 21.03: The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the Association, in one lump sum not later than the 15th of each month.

Section 21.04: Authorization of dues deduction by a member may be revoked upon notice in writing to the Employer, or to the Association and with the understanding that the deduction will cease as reasonably as practical after receipt of written notice of revocation.

Section 21.05: No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with the Association Constitution and By-laws. The Employer agrees to notify the Association office in writing of the name of any new hire into the bargaining unit. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

Section 21.06: It is expressly understood and agreed that the Association will refund to the Employer or the employee involved any dues erroneously deducted by the employer and paid to the Association. The Association shall indemnify and hold the Employer harmless against any and all third-party claims, demands, suits, order, judgments or any other forms of liability against

1 | or incurred by the Employer, including all costs of defense and attorney's fees, which may arise
2 | out of action taken or not taken by the Employer's compliance with this Article

3 |
4 |

1
2 Dated this _____ day of _____ 20172020
3
4

5 VILLAGE OF LITTLE CHUTE FOX VALLEY METROPOLITAN
6 VILLAGE OF LITTLE CHUTE N-PROFESSIONAL POLICE
7 ASSOCIATION

8
9 BY: BY:
10 BY:

11 Michael R. Vanden Berg Randall Lefebvre ~~Jeffrey Nett~~

Comment [4]: Current president

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12
13 ATTEST: ATTEST:
14

15 James P. Fenlon Duane Dissen
16
17

18
19 VILLAGE OF KIMBERLY
20
21

22 BY: BY:
23 BY:

24 Charles Kuen Thomas A Schrank ~~Michael S.~~

Comment [5]: Current WPPA BA

25 ~~Geetz~~ WPPA/LEER Representative
26

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28 ATTEST:
29 Danielle Block
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FOX VALLEY METROPOLITAN PROFESSIONAL POLICE ASSOCIATION

BY:

Jeffrey Nett

ATTEST:

Duane Dissen

Michael S. Goetz,

WPPA/LEER Representative

Village of Little Chute
REQUEST FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: Amended and Restated Intergovernmental Agreement with City of Appleton

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

REPORT DATE: April 30, 2020

EXPLANATION: The Village of Little Chute and City of Appleton have been involved in several agreements related to Cherryvale as it relates to the municipal services of the area. The first agreement on this topic was executed in August of 2013 (Attachment #1). This agreement was subsequently amended in January of 2014 to address the details of utility billing (Attachment #2).

Since 2014 development has occurred in both municipalities in the areas outlined in the agreement. Recently, the two communities have worked to address matters raised by the Public Service Commission (PSC) regarding the extension of utilities per the 2013 agreement. With both communities working to resolve the PSC manner, development continuing in the Cherryvale corridor, and efforts to coordinate future Cherryvale construction, the amended and restated agreement streamlines the original agreement while adding specifications so that each community can fulfill the original terms of the agreement in an efficient and effective manner.

Village Staff and legal counsel have reviewed the agreement and worked with City Staff. The agreement is attached (Attachment #3) and is recommended for approval.

RECOMMENDATION: Discuss and approve the updated agreement as attached.

INTERGOVERNMENTAL COOPERATION AGREEMENT
CITY OF APPLETON – VILLAGE OF LITTLE CHUTE

The Parties

The City of Appleton, a duly organized and established Wisconsin municipal corporation located within the counties of Outagamie, Winnebago and Calumet, hereinafter referred to as "Appleton" and

The Village of Little Chute, a duly organized and established Wisconsin municipal corporation located within the county of Outagamie, hereinafter referred to as "Little Chute",

Do hereby mutually affirm the following:

WHEREAS, each of the parties herein is an organized and established Wisconsin Municipal Corporation under the provisions of Wisconsin State Statutes §66.0101; and,

WHEREAS, under the provisions of Wisconsin State Statutes §§66.0225, 66.0301 and 66.0307, the parties are authorized to enter into Intergovernmental Cooperation Agreements; and

WHEREAS, the parties mutually desire to provide existing and/or future municipal services to the affected area in a cost effective and efficient manner to lessen the burdens of taxation on residents within the aforementioned communities and improve utility service therein and create certainty in development; and,

WHEREAS, the delivery of cost efficient and efficient municipal services is highly promoted with the establishment of mutually agreeable common municipal boundaries; and,

WHEREAS, both communities realize the construction of sanitary sewer, storm sewer and water main utilities to and within the area by either Appleton or the Heart of the Valley Sewerage Treatment Plant, will promote the development of rural lands to urbanized sections, resulting in a need and/or demand for cost effective and efficient municipal services, and construction of roadways; and

NOW, THEREFORE, pursuant to mutual consideration, the parties heretofore agree to as follows:

WATERMAIN

1. Appleton shall install the water main on Cherryvale Avenue between the city limits on the southerly end of Cherryvale Avenue and Street "B" on the northerly end of Cherryvale, and in Street "B" between the west right-of-way of Cherryvale Avenue and

the easterly city limits of Street "B" and the westerly point of Cherryvale at the south city limits.

2. Little Chute shall supply water to the properties connecting to the water main identified above. Little Chute shall install and maintain a water meter at the intersection of Cherryvale and the City limits to monitor water. Little Chute shall install and maintain a water meter at a point identified as the Northside Solutions property to calculate the water usage by the Northside Solutions property users.

3. Appleton shall be responsible for the costs of the watermain installation as described in Paragraph 1. Little Chute shall be responsible for paying any oversizing of said watermain due to the Northside Solutions property. Little Chute shall be responsible for paying for any oversizing of said watermain due to the B&H property to the west of the westerly limited of Street "B".

4. Appleton shall own the watermain located within the city of Appleton and Little Chute shall own the watermain located within the village of Little Chute.

SANITARY SEWER

5. Appleton shall install sanitary sewer on Cherryvale Avenue between the city limits on the southerly end of Cherryvale Avenue and Street "B" on the northerly end of Cherryvale, and in Street "B" between the west right-of-way of Cherryvale Avenue and the easterly city limits of Street "B", and the westerly point of Street "B".

6. Appleton shall own and maintain the sanitary sewer line located in Cherryvale Avenue within the city limits of the city. Little Chute shall own and maintain the sanitary sewer line located in Cherryvale Avenue within the boundaries of the village of Little Chute.

7. Little Chute shall be responsible for paying any oversizing of said sanitary sewer due to the Northside Solutions property.

STORM SEWER

8. Appleton shall install storm sewer in the right-of-way of Cherryvale Avenue within the City limits and that portion of street within the city limits of Appleton. Appleton shall own and maintain the storm sewer.

9. Appleton shall be responsible for paying any oversizing of a storm sewer connection to transport stormwater to Little Chute's Southwest Pond.

10. Appleton property owners shall pay applicable stormwater ERU charges to Appleton and Little Chute residents shall pay applicable stormwater ERU charges to Little Chute regardless of which drainage basin they reside in.

ROADWAY

11. Appleton shall be responsible for the construction of Cherryvale Avenue within the City limits.

12. Little Chute agrees to detach any portion of the right-of-way of French Road identified in the attached exhibit, and Appleton agrees to accept any portion of the French Road right-of-way so detached.

13. Little Chute shall pay Appleton \$150,000 towards the cost of the construction of Cherryvale Avenue and Street "B" east to the Appleton city limits, and west to the westerly point of Cherryvale at the south city limits.

14. The terms of this Agreement, and the payment by Little Chute to the City of Appleton of \$150,000 as identified in Paragraph 13 above, is contingent on the Village of Little Chute entering into a signed Development Agreement with Northside Solutions for the repayment by Northside Solutions to the Village of Little Chute of said \$150,000.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

Dated this 20 day of August, 2013.

City of Appleton

By: 
Timothy M. Hanna, Mayor

By: Charlene M. Peterson
Charlene M. Peterson, City Clerk

STATE OF WISCONSIN)
OUTAGAMIE COUNTY)
SS.

Personally came before me on this 20 day of August, 2013, the above-named Timothy M. Hanna and Charlene M. Peterson, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Jane E. Booth
Printed Name: Jane E. BOOTH
Notary Public, State of Wisconsin
My commission is/expires: _____

Approved as to form:

J. P. Walsh
James P. Walsh, City Attorney

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

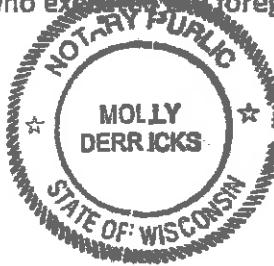
Dated this 13 day of August, 2013.

Village of Little Chute

By: Michael R. Vanden Berg
Printed Name: Michael R. Vanden Berg
Title: Village President

STATE OF WISCONSIN)
: ss.
Outagamie COUNTY)

Personally came before me on this 13 day of August, 2013, the
above-named Michael R. Vanden Berg and Sandy Berkers, to me
known to be the persons who executed the foregoing instrument and acknowledge the same.



By: Sandy Berkers
Printed Name: Sandy Berkers
Title: Deputy Village Clerk

Approved as to form:

Printed Name: _____
Attorney for Village of Little Chute

J:\Attorney\WORD\Agreements (General)\Boundary Agreements\
Little Chute - Appleton - Boundary Agreement FINAL (06-07-13).doc
Approved by Council: June 5, 2013

Molly Derricks
Printed Name: Molly Derricks
Notary Public, State of Wisconsin
My commission is/expires: 1/26/2014



LEGAL SERVICES DEPARTMENT

Office of the City Attorney

100 North Appleton Street
Appleton, WI 54911
Phone: 920/832-6423
Fax: 920/832-5962

January 3, 2014

Mr. James Fenlon
Village Administrator
Village of Little Chute
108 West Main Street
Little Chute, WI 54140

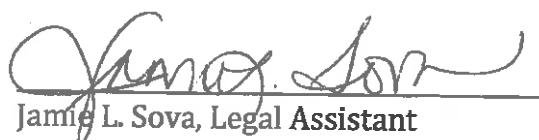
Re: City of Appleton / Village of Little Chute

Dear Mr. Fenlon:

Enclosed please find a fully executed original of the Amendment to Intergovernmental Cooperation Agreement between the City of Appleton and the Village of Little Chute for your files. We have retained an original and also filed one with the Appleton City Clerk.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Jamie L. Sova, Legal Assistant

Enclosure

Attachment #2

AMENDMENT TO INTERGOVERNMENTAL COOPERATION AGREEMENT CITY OF APPLETON – VILLAGE OF LITTLE CHUTE

WHEREAS, Appleton and Little Chute have previously entered into an intergovernmental cooperation agreement dated August 20, 2013, and

WHEREAS, Appleton and Little Chute desire to clarify the billing process for the services previously agreed,

NOW, THEREFORE, the Agreement between the parties is hereby amended by adding the following:

10a. Billing.

The Village of Little Chute shall install a water meter near the south city limits at a location approved by both the Village and the City. The Village shall also install a water meter near the east city limits at a location approved by both the Village and the City. The Village of Little Chute shall provide a monthly meter reading from both meters listing the amount of consumption at each meter and forward this information to the City of Appleton. The Village shall bill the City for the net consumption at the water rate established by the Village Board and approved by the Public Service Commission and at the sewer rate established by the Village Board and in effect at the time of the meter readings. The City of Appleton shall bill all customers within the City of Appleton and the Village of Little Chute shall bill all customers located within the Village of Little Chute.

The City of Appleton shall provide estimated water use during the semi-annual hydrant flushing program to the Village of Little Chute after each flushing cycle. This amount shall be deducted from the net consumption between the meters located at the two sites for the sewer consumption to be billed.

The City of Appleton shall provide estimated water use during a fire response need in the service area to the Village of Little Chute after each response. This amount shall be deducted from the net consumption between the meters located at the two sites for the sewer consumption to be billed.

The City of Appleton shall provide the Village of Little Chute water consumption billing information on a monthly basis on any water only accounts in the service area. This amount shall be deducted from the net consumption between the meters located at the two sites for the sewer consumption to be billed.

The City of Appleton shall provide the Village of Little Chute sewer exception consumption billing information on monthly basis any accounts that have exception meters for sewer consumption in the service area. This amount shall be deducted from

the net consumption between the meters located at the two sites for the sewer consumption to be billed.

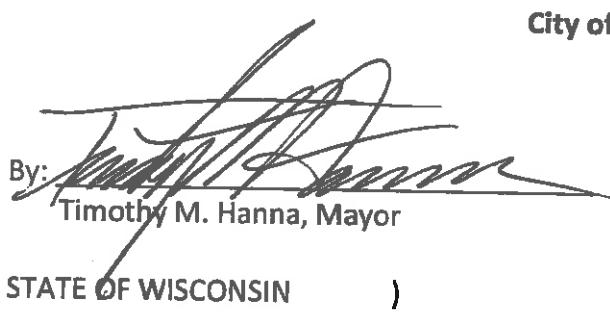
The City shall be responsible for collecting the area assessments for the north side sewer interceptor, constructed in 1995 and the West Evergreen Drive interceptor, constructed in 2005, by the Village of Little Chute. The assessments shall be collected as applicable to the property, as development occurs in the area, payable prior to final plat approval. Per Exhibit C, the ultimate assessment area is 54.39 acres.

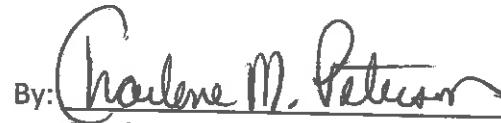
Heart of the Valley (HOV) connection fees shall be included with the cost of the building permit for the property. Any connection fee collected shall be paid to the Village of Little Chute.

Appleton and Little Chute agree that the remainder of the terms of the Intergovernmental Cooperation Agreement remain the same.

Dated this 2nd day of January, 2015.

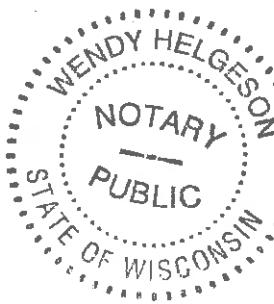
City of Appleton

By: 
Timothy M. Hanna, Mayor

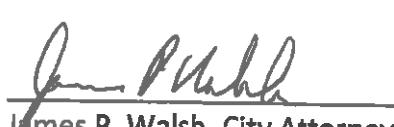
By: 
Charlene M. Peterson, City Clerk

STATE OF WISCONSIN)
: ss.
OUTAGAMIE COUNTY)

Personally came before me on this 2nd day of January, 2015, the above-named Timothy M. Hanna and Charlene M. Peterson, to me known to be the persons who executed the foregoing instrument and acknowledge the same.



Approved as to form:


James P. Walsh, City Attorney

Printed Name: Wendy Helgeson
Notary Public, State of Wisconsin
My commission is/expires: WENDY HELGESON
Notary Public, State of Wisconsin
My Commission Expires July 24, 2016

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

Dated this 4th day of December, 2013.

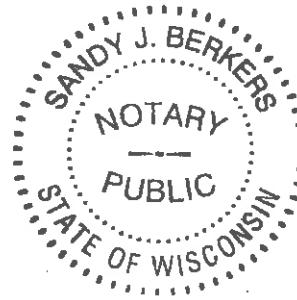
Village of Little Chute

By: Michael R. Vanden Berg
Printed Name: Michael R. Vanden Berg
Title: Village President

By: _____
Printed Name: _____
Title: _____

STATE OF WISCONSIN)
: ss.
Ozaukee COUNTY)

Personally came before me on this 4th day of December, 2013, the
above-named Michael R. Vanden Berg and _____, to
me known to be the persons who executed the foregoing instrument and acknowledge the
same.



Sandy J. Berkers
Printed Name: Sandy J. Berkers
Notary Public, State of Wisconsin
My commission is/expires: 12-28-14

Approved as to form:

Charles D. Koehler

Printed Name: _____

Attorney for Village of Little Chute

J:\Attorney\WORD\Agreements (General)\Boundary Agreements\
Little Chute - Appleton - Boundary Agreement - Amendment - FINAL.doc

**INTERGOVERNMENTAL COOPERATION AGREEMENT
CITY OF APPLETON – VILLAGE OF LITTLE CHUTE**

THE PARTIES

The City of Appleton, a duly organized and established Wisconsin municipal corporation located within the counties of Outagamie, Winnebago and Calumet, hereinafter referred to as "Appleton" and

The Village of Little Chute, a duly organized and established Wisconsin municipal corporation located within the county of Outagamie, hereinafter referred to as "Little Chute",

Do hereby mutually affirm the following:

WHEREAS, each of the parties herein is an organized and established Wisconsin Municipal Corporation under the provisions of Wisconsin State Statutes §66.0101; and,

WHEREAS, under the provisions of Wisconsin State Statutes §§66.0225, 66.0301 and 66.0307, the parties are authorized to enter into Intergovernmental Cooperation Agreements; and

WHEREAS, the parties mutually desire to provide existing and/or future municipal services to the affected area as depicted in Exhibit A in a cost effective and efficient manner to lessen the burdens of taxation on residents within the aforementioned communities and improve utility service therein and create certainty in development; and,

WHEREAS, the delivery of cost efficient and efficient municipal services is highly promoted with the establishment of mutually agreeable common municipal boundaries; and,

WHEREAS, both communities realize the construction of sanitary sewer, storm sewer and water main utilities to and within the area by either Appleton or the Heart of the Valley Sewerage Treatment Plant, will promote the development of rural lands to urbanized sections, resulting in a need and/or demand for cost effective and efficient municipal services, and construction of roadways; and

WHEREAS, the City of Appleton and the Village of Little Chute have previously entered into an intergovernmental agreement dated August 20, 2013, and

WHEREAS, Appleton and Little Chute entered into an amendment to the August 20, 2013 agreement dated January 2, 2014, and

WHEREAS, the parties desire to make further amendments to the amended intergovernmental agreement and recognize the benefit, at this time, to update the entire agreement such that it incorporates both previous and new amendments agreed to by the parties, and

NOW, THEREFORE, pursuant to mutual consideration, the parties heretofore agree to as follows:

PREVIOUS AGREEMENTS

This Agreement, upon signature by all parties, shall serve to entirely replace the August 20, 2013 Intergovernmental Cooperation Agreement and amendments thereto.

WATERMAIN

1. Appleton shall install the water main on Cherryvale Avenue between the city limits on the southerly end of Cherryvale Avenue and the Apple Creek Corridor on the northerly end of Cherryvale, and in Golden Gate Drive between the west right-of-way of Cherryvale Avenue and the easterly city limits of Golden Gate Drive. *(Parties agree that requirements in this section have been satisfied and it remains in this agreement for historical reference only.)*

2. Little Chute shall supply water to the properties connecting to the water main identified above and shall be responsible for billing for this service at its established rate. *(Parties agree that requirements in this section have been satisfied and it remains in this agreement for historical reference only.)*

3. Fire Protection. Pursuant to § 196.03(3)(b), Wis. Stats., Appleton and Little Chute have elected to charge properties a public fire protection fee as part of the water utility bill. City of Appleton properties within the Cherryvale service area shall be billed at rates approved by the PSC under the Village of Little Chute Utility tariffs. Any future changes to the public fire protection billing practice described herein shall be mutually agreed upon in writing by Appleton and Little Chute. Little Chute will perform the flushing and fire flow tests on the hydrants and provide the information to Appleton's Director of Public Works.

4. Little Chute agrees that the monthly user rate for sewer and water service shall be uniform for property owners located either within its boundaries and City of Appleton properties within the Cherryvale service area. Parties to the agreement further agree that sewer user rates and water user rates may change in dollar amount from time to time as Little Chute changes the sewer rates or water rates then being charged to its customers.

5. Appleton shall be responsible for the costs of the watermain installation as described in Paragraph 1. Little Chute shall be responsible for paying any oversizing of said watermain due to the Northside Solutions property. Little Chute shall be responsible for paying for any oversizing of said watermain due to the B&H property to the west of the westerly limit of

Golden Gate Drive. *(Parties agree that requirements in this section have been satisfied and it remains in this agreement for historical reference only.)*

6. Little Chute shall own and maintain the watermain within in the Cherryvale service area (see Exhibit A) located both in the City of Appleton and the Village of Little Chute.

7. Appleton shall work cooperatively with Little Chute to collect past due utility service bills by, when legally permissible, placing qualified past due accounts associated with properties subject to this Agreement on said property's tax bill.

SANITARY SEWER

8. Appleton shall install sanitary sewer on Cherryvale Avenue between the city limits on the southerly end of Cherryvale Avenue and Apple Creek Corridor on the northerly end of Cherryvale, and in Golden Gate Drive between the west right-of-way of Cherryvale Avenue and the easterly city limits of Golden Gate Drive. *(Parties agree that requirements in this section have been satisfied and it remains in this agreement for historical reference only.)*

9. Little Chute shall own and maintain the sanitary sewer line located in Cherryvale Avenue and Golden Gate Drive within the city limits of the city and within the boundaries of the village of Little Chute and shall be responsible for billing properties served by these sanitary lines at its established rate.

10. Little Chute shall be responsible for paying for any oversizing of said sanitary sewer due to the Northside Solutions property. *(Parties agree that requirements in this section have been satisfied and it remains in this agreement for historical reference only.)*

11. The City shall be responsible for collecting the area assessments for the north side sewer interceptor, constructed in 1995 and the West Evergreen Drive interceptor, constructed in 2005, by the Village of Little Chute. The assessments shall be collected as applicable to the property, as development occurs in the area, payable prior to final plat approval. Per Exhibit C, the ultimate assessment area is 54.39 acres.

Heart of the Valley (HOV) connection fees shall be paid directly to the Village of Little Chute when requesting connection for service. The connection fee must be paid prior to any service connection granted.

STORM SEWER

12. Appleton shall install storm sewer in the right-of-way of Cherryvale Avenue within the City limits and that portion of Golden Gate Drive within the city limits of Appleton. Appleton shall own and maintain the storm sewer. *(Parties agree that requirements in this section have been satisfied and it remains in this agreement for historical reference only.)*

13. Appleton shall be responsible for paying any oversizing of a storm sewer connection to transport stormwater to Little Chute's Southwest Pond.

14. Appleton property owners shall pay applicable stormwater ERU charges to Appleton and Little Chute residents shall pay applicable stormwater ERU charges to Little Chute regardless of which drainage basin they reside in.

ROADWAY CONSTRUCTION AND FUTURE REPAIRS

15. Appleton shall be responsible for the construction of Cherryvale Avenue within the City limits. *(Parties agree that requirements in this section have been satisfied and it remains in this agreement for historical reference only.)*

16. Little Chute agrees to detach any portion of the right-of-way of French Road identified in the attached exhibit, and Appleton agrees to accept any portion of the French Road right-of-way so detached. *(Parties agree that requirements in this section have been satisfied and it remains in this agreement for historical reference only.)*

17. Little Chute shall pay Appleton \$150,000 towards the cost of the construction of Cherryvale Avenue and Golden Gate Drive east to the Appleton city limits, and west to the westerly point of Cherryvale at the south city limits. *(Parties agree that requirements in this section have been satisfied and it remains in this agreement for historical reference only.)*

18. The terms of this Agreement, and the payment by Little Chute to the City of Appleton of \$150,000 as identified in Paragraph 17 above, is contingent on the Village of Little Chute entering into a signed Development Agreement with Northside Solutions for the repayment by Northside Solutions to the Village of Little Chute of said \$150,000. *(Parties agree that requirements in this section have been satisfied and it remains in this agreement for historical reference only.)*

19. Little Chute shall be responsible for all future costs for repair and replacement of watermains and sanitary sewer installed by Appleton pursuant to this Agreement. Additionally, Little Chute shall be responsible for all roadway and sidewalk repair and restoration costs arising out of the aforementioned repair or replacement activities. Except in the case of an emergency, Little Chute shall first apply for any required road/sidewalk excavation permits from Appleton.

20. All road repairs, maintenance and replacement is the exclusive responsibility of the City of Appleton. The Village and City agree to work cooperatively on the scheduling of future sewer, water and street reconstruction.

21. Appleton and Little Chute shall work cooperatively on the design and construction of Cherryvale Avenue from Apple Creek Corridor to Evergreen Drive for concrete paving in 2022.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

Dated this _____ day of _____, 2020.

City of Appleton

By: _____
Jacob A. Woodford, Mayor

By: _____
Kami Lynch, City Clerk

STATE OF WISCONSIN)
: ss.
OUTAGAMIE COUNTY)

Personally came before me on this ____ day of _____, 2020, the above-named _____, Mayor and Kami Lynch, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Printed Name:

Notary Public, State of Wisconsin

My commission is/expires: _____

Approved as to form:

Christopher R. Behrens, City Attorney

City Law A20-0119
Last Update: 4/30/2020

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

Dated this ____ day of _____, 2020.

Village of Little Chute

By: Michael Vandenberg, Village President

By: _____
Laurie Decker, Village Clerk

STATE OF WISCONSIN)
: SS.
_____ COUNTY)

Personally came before me on this ____ day of _____, 2020, the above-named Michael Vandenberg, Village President and Laurie Decker, Village Clerk, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Printed Name: _____
Notary Public, State of Wisconsin
My commission is/expires: _____

Approved as to form:

Charles D. Koehler
Attorney for Village of Little Chute

Water Limits Map

- City of Appleton
- Village of Little Chute
- Agreement Area
- Grand Chute

Exhibit A

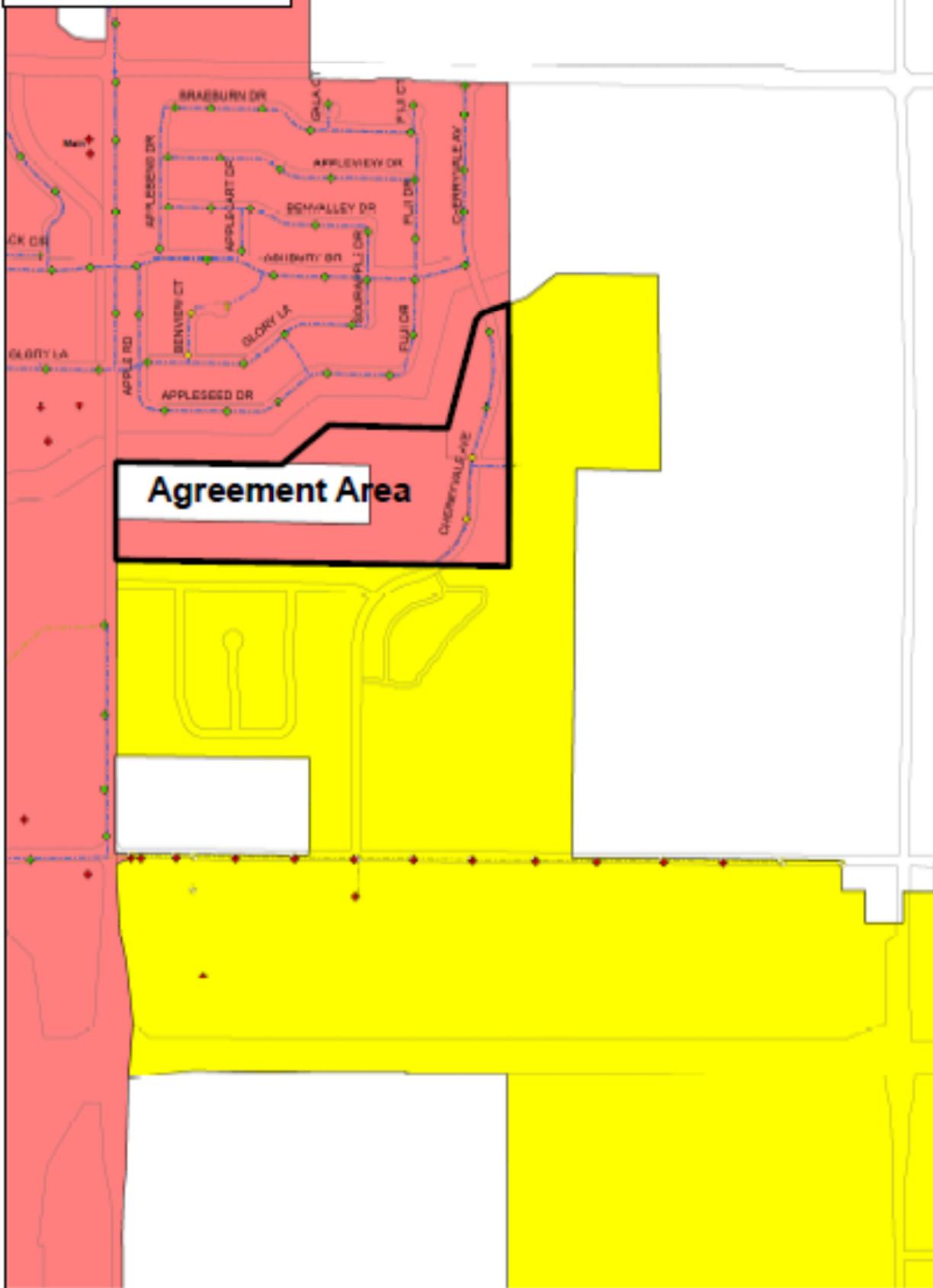
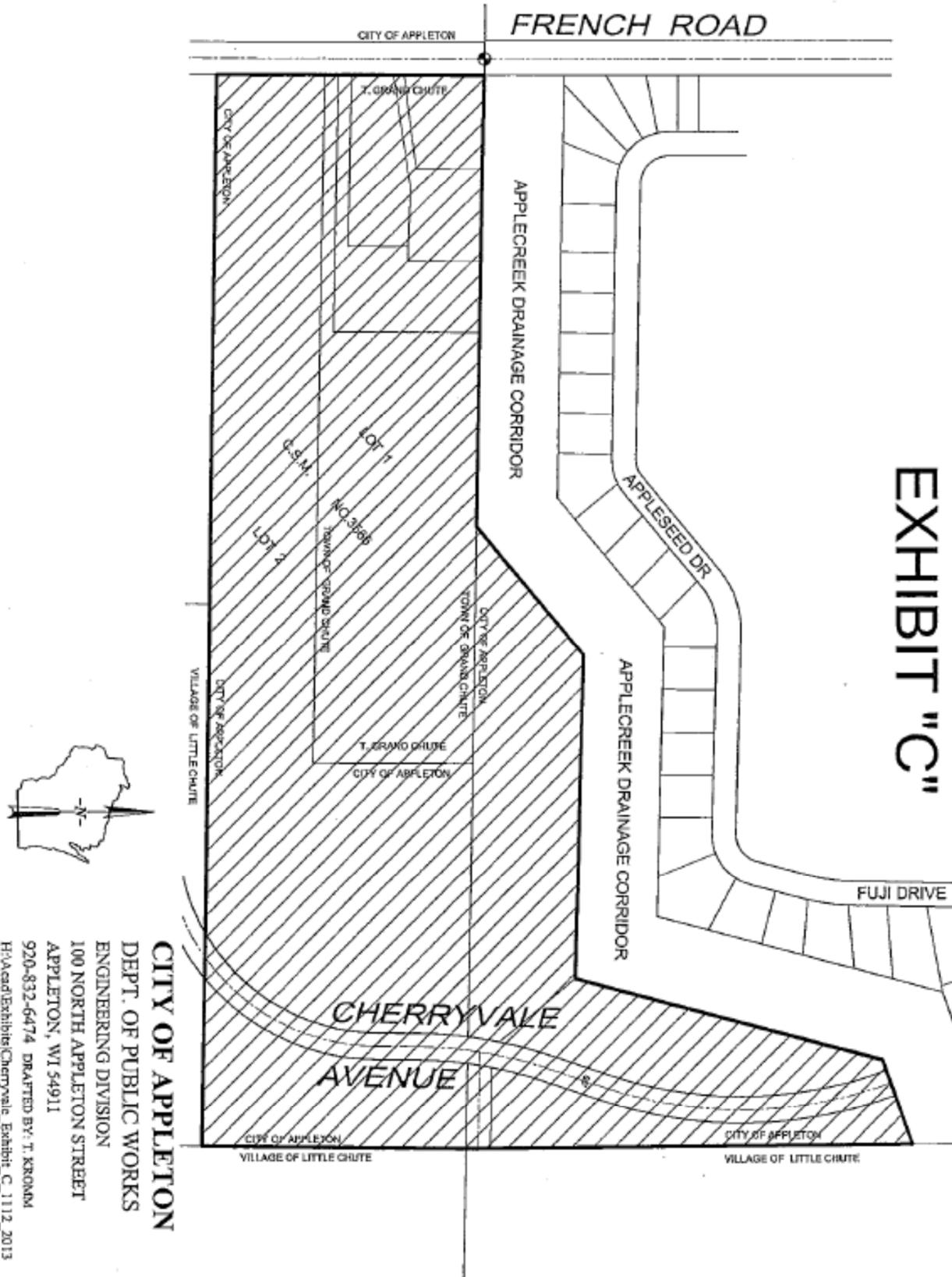


EXHIBIT "C"



Village of Little Chute
REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Façade Renovation Loan Program Application

PREPARED BY: David Kittel, Community Development Director

REPORT DATE: April 30, 2020

ADMINISTRATOR'S REVIEW/COMMENTS: *JPF* No Additional Comments to This Report

EXPLANATION:

In February we received an application for a façade grant for Main Connections renovation in the Central Business District. The application is attached for your review.

On April 20th, the Loan Review Committee (Administrator, Finance Director, Community Development Director, Village Attorney and Community Commercial Lender) met to discuss the application and present a recommendation for the village Board to consider.

The committee discussed and reviewed the application and supporting documentation needed to provide a recommendation to the Village Board. Based upon the committee's, it is recommended that the village Board offer the applicant a façade loan for \$50,000. As you may recall, due to recent popularity of this loan program a cap of \$50,000 was placed on the program for any one project. In addition, the Village Attorney recommends that a title report is performed for this request and all future applications, in order for the Village to know where it stands on getting the loan paid back in a worst case scenario of the property entering foreclosure. From this report we can properly identify any additional measures the Village would need to take to be able receive payment for the Loan when the property sells.

Upon approval, staff will work with legal counsel to draft up the agreements for the loan and then complete the execution of that documentation along with a title report.

RECOMMENDATION: Approve and direct the Village Attorney to finalize any specific terms, documents and execute a loan for \$50,000 for a Facade Renovation Loan to Main Connection LLC.

Façade Lon Calculations

Project	The Main Connections LLC
Address	133 W Main St
Cost submitted	\$435,298.07
Total Eligible expenses	\$411,786.07
Two for One match	\$274,524.05
SQFT of Façade	\$2,418.81
SQFTx\$40	\$96,752.40
Staff Recommendation	\$50,000

IV. Application

Façade Renovation Program

Sign Improvement Grant

Name of Property Owner: The Main Connection, LLC

Business Name: _____

Property Address: 133 W Main Street

Mailing Address: _____

Phone Number: 920 585 1357

Email: mike.vanasten@snc.edu

Estimated Project Costs:

Masonry Work	\$ _____	Total Estimated Cost:	<u>\$ 435,298.07</u>
Paint	\$ _____		
Carpentry	\$ _____		
Electrical	\$ _____		
Windows	\$ _____	Total Amount Requested:	<u>_____</u>
Doors	\$ _____		
Awnings	\$ _____		
Signage	\$ _____		
Other	\$ _____		

Other Items to Consider Submitting based upon applicability include: Plans for improvement (sign or façade), Estimates from Contractors, Color Schemes and all other documents related to the improvement.

Signature: *Mike Van Osten*

Date: 02-22-2020

Village of Little Chute
REQUEST FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: TID #9 Proposal Approval

PREPARED BY: James P. Fenlon, Administrator



REPORT DATE: May 5th, 2020

EXPLANATION: In order to create TID #9 in support of the prospective development for Agropur, we are still waiting on Senate passage and the Governor's signature. This timeline has been delayed due to COVID restrictions. Speaking with the legislative leaders, that legislation is still a priority and will likely be considered in June. In August, the Village's new Equalized Values will be published, which could make the legislative authorization to exceed the statute limitations on TID creations a non-starter. That said, we need to have TID #9 created ahead of August 15th and with the idea that the legislation will be approved in the next few months.

The proposal and timeline to create TID #9 from Baird is attached and accomplishes the above timeline restrictions. If all moves forward as planned, the TID creation cost is an allowable TID expense. Should for some reason the legislation not move forward, we will identify an appropriate budget amendment to account for the cost of the proposal.

In an ideal world, we would only create the TID when we know with 100% certainty that the legislation is approved. Given the changes to the legislative schedule, that is not possible. In order to continue the possibility of supporting this prospective project, staff recommends approving the proposal as presented in the amount of \$6,750.

RECOMMENDATION: Approve the TID #9 proposal with Baird for \$6,750 and proposed timeline.

Village of Little Chute

TID#9 Creation Timeline



<i>Day, May Date , 2020.....</i>	Received signed Baird TID creation consulting contract from Mayor and Village Administrator. Direction to proceed.
<i>Friday, May 29, 2020.....</i>	Preliminary draft project plan available for Village staff review (maps excluded).
<i>Monday, June 1, 2020</i>	TID boundaries finalized.
<i>Wednesday, June 3, 2020.....</i>	Mapping complete and delivered to Baird.
<i>Wednesday, June 3, 2020.....</i>	Final comments/changes to preliminary draft project plan.
<i>Friday, June 5, 2020.....</i>	Baird compiles draft project plan.
<i>Monday, June 8, 2020</i>	Class I Notice of Joint Review Board (JRB) Meeting and Class II Notice of Public Hearing due to Village official newspaper.
<i>Friday, June 12, 2020.....</i>	Draft version of the project plan available for public review/distribution.
<i>Friday June 12, 2020.....</i>	Copy of the Notice of Public Hearing sent via First Class mail, from the Village to all taxing entities (county, school, and technical college district officials). Must occur at least 15 days prior to public hearing and before first publication of Class II notice. Provide DOR with copies of the cover letters that were sent with the notices or a clerk's certification that the letters and notices were distributed on the same date. (After Project Plan is available & before publication date)
<i>Monday, June 15, 2020</i>	First publication of Class II Notice of Public Hearing (1 st & 2 nd notice must occur in 2 consecutive weeks). Publication date for notices/hearings of Village official newspaper.

Publication of Class I Notice of Joint Review Board Meeting (must be published at least 5 days prior to the JRB meeting).
(After Notice of Public Hearing is sent out)

Monday, June 22, 2020 Second publication of Class II Notice of Public Hearing. Provide DOR with readable copies of the public hearing notices and an affidavit of publication from the newspaper indicating both dates of publication.
(Must be at least 7 days prior to Public Hearing)

Monday, June 22, 2020 JRB holds its first meeting. Board's Chairperson and public member are selected (must be within 14 days after the notice publication, before public hearing).

Monday, June 29, 2020 Public hearing regarding the project plan. Must be held at least one week (7 days) after second publication of public hearing notice.

Monday, June 29, 2020 Plan Commission adopts resolution and submits it to the Village Board for approval.

Monday, July 6, 2020 Class I notice of JRB meeting due to newspaper.

Monday, July 13, 2020 Publication of Class I Notice of JRB meeting (must be published at least 5 days prior to the JRB meeting).

Wednesday, July 15, 2020 Village Board considers Plan Commission recommendation. Project plan approved. Village Board adopts resolution. Clerk provides the JRB with a copy of the resolution and financial information.
(No sooner than 14 days after the public hearing)

Monday, July 20, 2020 Final action by JRB.
(Within 45 Days after receiving Resolution)

Friday, July 24, 2020 JRB notifies the Village of its decision. (*Within 7 Days of JRB action*)

Friday, July 24, 2020 Submit written notice to DOR of TID approval. (*Within 60 Days of Approval*)

Submitted by October 31, 2020 Submit completed application to DOR for base value certification.

GENERAL CONSULTING SERVICES AGREEMENT

BAIRD

THIS GENERAL CONSULTING SERVICES AGREEMENT (this "Agreement") is entered as of this ____ day of _____, 20__ by and between Village of Little Chute, Wisconsin ("Client") and Robert W. Baird & Co. Incorporated ("Baird").

RECITALS:

WHEREAS, Client seeks to retain Baird to provide general consulting services and Baird desires to provide such services, on the terms set forth in this Agreement;

WHEREAS, Client understands and acknowledges that the services to be provided under this Agreement are regarding the development of a TIF district and does not contemplate or relate to a future issuance of municipal securities; and

WHEREAS, Client's decision to retain Baird to provide general consulting services and Client's execution and delivery of this Agreement have been approved by all necessary action on the part of Client.

NOW THEREFORE, the parties hereto agree as follows:

I. Scope of Work

Baird shall provide the following general consulting services to Client, if and when requested by Client:

- Assist in discussions with potential developers
- Assist in the evaluation of the type of TIF District
- Evaluate economic feasibility of various TIF District scenarios
- Develop TIF District #9 creation timeline
- Draft TIF District #9 project plan (with the exception of mapping)
- Meet with Village staff (in person or electronically) to facilitate analysis/discussion of the TIF District #9 project plan
- Attend public meetings (in person or electronically) to present the TIF District #9 project plan
- Assist the Village in compiling the necessary documents for submission to DOR.

II. Financial Advisory or Underwriting Services

This Agreement pertains only to general consulting services and expressly does not cover any financial advisory, underwriting or other services that are directly related to any specific financings or offerings. Client understands that the term "financial advisory services" means any financial advisory or consultant services with respect to an issuance of securities, including advice with respect to the structure, timing, terms and other similar matters concerning such issuance.

If Client proposes, determines or undertakes to effect an issuance of municipal securities at any time during the term of this Agreement, Client may engage Baird as financial advisor or underwriter with respect to such issuance. If Client determines to so engage Baird and Baird determines to accept such engagement, Client and Baird would enter into a separate written financial advisory or underwriting engagement letter. Client understands that if Baird serves as financial advisor in connection with an offering to be sold at competitive bid Baird will not be able to bid or otherwise underwrite or serve as agent for the placement of the securities. Client also understands that if Baird acts as underwriter on an offering sold on a negotiated basis Baird may not also serve as financial advisor on that offering but, in the course of acting as underwriter, may render advice to Client, including advice with respect to the structure, timing, terms and other similar matters concerning the offering. Client further understands that Baird's primary role as underwriter would be to purchase, or arrange the placement of, securities in an arm's-length commercial transaction between Client and Baird and that Baird, as underwriter, would have financial and other interests that differ from those of Client.

III. Compensation and Terms of Payment

For the general consulting services provided hereunder, Baird shall receive the following compensation:

A fixed fee equal to \$6,750, payable within 10 business days upon completion of the Scope of Work as outlined above.

Baird will be responsible for paying all out-of-pocket costs and expenses it incurs that relate to the general consulting services it provides hereunder.

IV. Information to Be Furnished to Baird

All information, data, reports and records necessary for performing under this Agreement shall be furnished to Baird without charge by Client, and Client shall provide such cooperation as Baird may reasonably request to assist Baird in providing the services hereunder.

V. Limitation of Liability

Client agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to Client for the Services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct.

VI. Term of the Agreement

This Agreement shall become effective on the date hereof and shall continue unless and until terminated by either party upon at least 30 days written notice to the other party.

Upon termination of this Agreement, Baird shall be entitled to just and equitable compensation for any services provided prior to such termination for which Baird has not previously received compensation.

VII. Non-Discrimination

Baird, as the supplier of general consulting services covered by this Agreement, will not discriminate in any way in connection with the Agreement in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color, sex, national origin, or other protected class of such person or persons.

VIII. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, arrangements, understandings, negotiations and discussions between the parties involving such subject matter. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Village of Little Chute

By: _____

Mr. James P. Fenlon, Village Administrator

Robert W. Baird & Co. Incorporated

By: _____

Mr. Justin A. Fischer, Director

Village of Little Chute
REQUEST FOR VILLAGE BOARD CONSIDERATION

ITEM DESCRIPTION: Quiet Zone Discussion and Possible Action

PREPARED BY: James P. Fenlon, Administrator

REPORT DATE: May 5th, 2020

EXPLANATION: Over the last week, questions have taken place as to whether the Village of Little Chute should undertake the Quiet Zone contract, which is a largely a quality of life project, under such uncertain economic times related to the COVID response. Just for information, the total contract bid for the Quiet Zone was \$373,550.70. At present, while the board authorized that contract on a 6-1 vote on April 1, that contract has yet to be formally executed.

On advice from legal counsel, if the Board of Trustees wanted to rescind that contract, the appropriate path forward would be a motion as follows: "I move to suspend the rules and rescind the resolution to approve the Quiet Zone Contract due to economic fallout and projected future reduction in revenues related to COVID-19"

From a fiscal analysis perspective, while the project was to be funded with a mix of general obligation debt and capital project fund balance, by not doing the project we would reduce our GO Debt requirement AND retain the fund balance in the capital project fund that could be used to either fund other projects or reduce other GO Debt requirements. In general terms if the project were to move forward, \$373,000 would be financed over the course of 10 years. Over that 10 year period, you would expect to see approximately \$40,000 in annual payments to fund the improvement and repay the debt. If on average 1 cent of the mill rate generates \$6,000, this project would require approximately 6.6 cents of mill rate per year over a ten year period to pay for the Quiet Zone improvement.

Staff is not alarmed at present with regard to funding this project, but at present we are uncertain of the longer ranging impacts related to COVID 19.

RECOMMENDATION: For discussion and if the Board decides they want to rescind the Quiet Zone contract, we recommend a motion as follows: "I move to suspend the rules and rescind the resolution to approve the Quiet Zone Contract due to economic fallout and projected future reduction in revenues related to COVID-19"