



## AGENDA

# REGULAR BOARD MEETING

PLACE: Little Chute Village Hall  
DATE: Wednesday, December 16, 2020  
TIME: 6:00 P.M.

**Virtually attend the December 16th Regular Board meeting at 6 PM by following the link here:**

<https://www.gotomeet.me/JamesFenlon/december-16-regular-board-meeting>

Call-in Information: United States: +1 (224) 501-3412 Access Code: 843-046-989

For further details please refer to additional Information immediately following agenda.

### REGULAR ORDER OF BUSINESS

- A. Roll call of Trustees
- B. Roll call of Officers and Department Heads
- C. Public Appearance for Items Not on the Agenda
- D. 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 December 2, 2020
  - 2. Adopt Resolution No. 41, Series 2020 Van Dyn Hoven CSM
  - 3. Disbursement List
- E. Other Informational Items—November Fire Monthly Report and November Monthly Report
- F. Resolutions:
  - a) Adopt Resolution No. 42, Series 2020 Restating the Established Framework of the Robert A. Nechodom Good Citizenship Award
  - b) Adopt Resolution No. 43, Series 2020 Authorizing the Purchase of Real Estate Located at 422 W. North Ave from Martin and Marcia Weyers
- G. Action—Finance Policies
- H. Discussion/Action—2020 Budget Adjustment for Reval

- I. Discussion/Action—2020 Budget Adjustment for Cares Act
- J. Action—Change to Ordinance Sec. 40-95, Excavations of Streets, Alleys, Public Ways and Grounds from 30 days to 60 days.
- K. Action—Adopt Ordinance No. 8, Series 2020 Amending Chapter 6 Animals, Section 6.2 Dog and Cat Licenses in the Village of Little Chute
- L. Discussion/Action—Geotechnical Subsurface Exploration on Parcel #260-110000
- M. Discussion/Action—Authorizing Library Staff Hires
- N. Presentation—2020 Year in Review/2021 Preview
- O. Presentation—Strategic Planning
- P. Discussion—Covid-19 Updates
- Q. Department and Officers Progress Reports
- R. Call for Unfinished Business
- S. Items for Future Agenda
- T. Closed Session:
  - 19.85(1)(e) Wis. Stats. Deliberations or negotiations on the purchase of public properties, investing of public funds or conducting other specific public business when competitive or bargaining reasons require a closed session. *Real Estate Purchase*
  - 19.85(1)(c) Consideration of Employment, Promotion, or Performance Evaluation Data of any Public Employee of the Village of Little Chute. *2020 Personnel Evaluations*
- U. Return to Open Session
- V. Action—Adopt Resolution No. 44, Series 2020 Authorizing the Purchase of Real Estate located at 715 Depot Street from Keith and Cindy Gonnering
- W. 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,. Prepared: December 11, 2020



### Information for the Regular Board Meeting – December 16, 2020 – 6:00 PM

The Village of Little Chute is taking precautions related COVID-19 as it relates to Village Board meetings. On March 16<sup>th</sup>, 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 December 16th Regular Board Meeting at 6:00 PM by following the link here:  
<https://www.gotomeet.me/JamesFenlon/december-16-regular-board-meeting>
2. Call-in Information: United States: [+1 \(224\) 501-3412](tel:+12245013412) Access Code: [843-046-989](#)
3. If you are experiencing connectivity issues or have questions on the options above, please contact James Fenlon at [james@littlechutewi.org](mailto:james@littlechutewi.org)
4. The Board Room at Village Hall will be open, but board members and staff have the option to attend virtually. We urge residents to participate in our meetings by utilizing the virtual options above.
5. New to GoToMeeting? Get the app now and be ready when your first meeting starts:
6. <https://global.gotomeeting.com/install/843046989>
7. 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>
8. If you have questions or comments regarding the agenda, you can also contact the Village Administrator, James Fenlon, at [james@littlechutewi.org](mailto:james@littlechutewi.org) or 920-423-3850.
9. 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 DECEMBER 2, 2020

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

### **Roll call of Trustees**

PRESENT: Michael Vanden Berg, President  
Larry Van Lankvelt, Trustee  
Skip Smith, Trustee  
Bill Peerenboom, Trustee  
Brian Van Lankveldt, Trustee  
Don Van Deurzen, Trustee  
James Hietpas, Trustee

### **Roll call of Officers and Department Heads**

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

### **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 the Committee of the Whole of November 11, 2020 and Regular Board Meeting of November 18, 2020
2. Disbursement List

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

Ayes 7, Nays 0 – Motion Carried

### **Discussion—Outagamie County Landfill Odor**

Administrator Fenlon gave a brief overview for Mr. Bruce Jansen, 950 W. Florida Avenue, Little Chute addressing concerns with the increased odor from the Outagamie County Landfill. Mr. Jansen then addressed the board with his concerns and felt the last 2-3 years odors have increased. Mr. Jansen has contacted the county and felt they are not concerned; he also contacted the DNR and they advised the testing is showing they are complying. Mr. Jansen is hoping that the Village of Little Chute can enforce the ordinances that are in place and also hoping to get a community action committee put together. Trustee Smith advised Mr. Jansen that he has further information on working with the DNR and the time of testing is a factor and would support as much pressure as we can get to make changes. Mr. Jansen advised that he has been involved with the DNR and they are not very helpful and only do testing every two years and no testing is done outside of the landfill. Administrator Fenlon advised if you google odors at landfills you will see that the complaints have increased over all the States as more than just garbage is now going into landfills. Trustee Peerenboom had questions on the compliance report of July 2020 and how was it fixed by September of 2020 and wondered what power the Board has if the DNR is not willing to help. Mr. Jansen advised that there are plenty of ordinances in the county, state and even village

level but no one is enforcing these. Trustee B. Van Lankveldt asked who oversees the landfill; Mr. Jansen advised that is done by the DNR. Mr. Jansen made an open records request to the county landfill of any complaints they have had and also the testing reports going back ten years and it has been three weeks and has not received anything. Mr. Jansen also advised that he has been working on this for 3 months and is not getting anywhere, today he contacted the Attorney General's office but has not heard back from them. Mr. Jansen is asking for help in getting more people involved or maybe posting something on our website; Administrator Fenlon advised that some communities establish hot lines, also that the Village could be a resource by using social media or maybe involving the press. Mr. Jansen is asking if it would be possible as a Village to petition the DNR to do more testing. Administrator Fenlon suggested a plan for a follow up discussion shortly after the first of the year and also to put out information for people to contact the Village with concerns and we would put them in touch with Mr. Jansen. Administrator Fenlon also advised that he did invite the County Board Chair, County Executive and Director Van Straten to this Board meeting but did not hear back. Administrator Fenlon will do some more research with other communities that have dealt with this problem and also suggested giving out Mr. Jansen's contact information to the media that we work with.

#### **Discussion—Financial Policies**

Director Remiker-DeWall gave an overview of a Fund Balance and Reserve Policy that will come before the Board for adoption at the December 16<sup>th</sup> Board meeting. Trustee Hietpas asked our current Moody's rating; Director Remiker-DeWall advised it is double A three rating. Administrator Fenlon advised that the rating has not changed in the last 3-4 years. The Trustees thanked Director Remiker-DeWall for all her work on getting this policy together.

#### **Discussion—Amending Ordinance for Cat Licenses**

Administrator Fenlon advised that staff and Fox Valley Metro are recommending amending Chapter 6 Animals, Section 6.2 Dog and Cat Licenses be amended to remove cats and have licensing for dogs only. Dog licenses are required by State Statues, cat licenses are not required.

#### **Discussion—Covid-19 Updates**

Administrator Fenlon advised that he has asked department heads to have staff work from home when possible to limit exposure and be able to keep the Village Hall open.

#### **Department and Officers Progress Reports**

Departments and Officers provided progress reports to the Board

#### **Call for Unfinished Business**

None

#### **Items for Future Agenda**

Lights at County Highway N and Florida Ave  
Push buttons for walk on N and 00

#### **Adjournment**

*Moved by Trustee Peerenboom, seconded by Trustee L. Van Lankveldt to Adjourn the Regular Board Meeting at 7:56 p.m.*

Ayes 7, Nays 0 – Motion Carried

**VILLAGE OF LITTLE CHUTE**

By:

Michael R. Vanden Berg, Village President

Attest: \_\_\_\_\_

Laurie Decker, Village Clerk

**VILLAGE OF LITTLE CHUTE**

**RESOLUTION NO. 41, SERIES OF 2020**

**A RESOLUTION APPROVING A CSM TO DIVIDE A PARCEL FOR GUY  
VANDYNHOVEN**

**WHEREAS**, Guy Van Dyn Hoven as owner of Parcel #260132517 have presented a Certified Survey Map to the Village of Little Chute Board of Trustees as prepared by Jeff Rustick a registered land surveyor; and

**WHEREAS**, the Village of Little Chute Planning Commission has recommended in favor of adoption of said Certified Survey Map; and

**WHEREAS**, a majority of the Village Board find that the attached Certified Survey Map is found to be in the public interest.

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of Trustees as follows:

1. That the Certified Survey Map attached hereto (photocopy), be and the same is hereby approved; and
2. That the Village President, Village Clerk, and Finance Director, upon full payment of, if applicable, all fees, taxes, and special assessments are directed to execute signatures on behalf of the Village of Little Chute upon the Certified Survey Map documents as required.

Date introduced, approved and adopted: December 16, 2020

**VILLAGE OF LITTLE CHUTE:**

By:

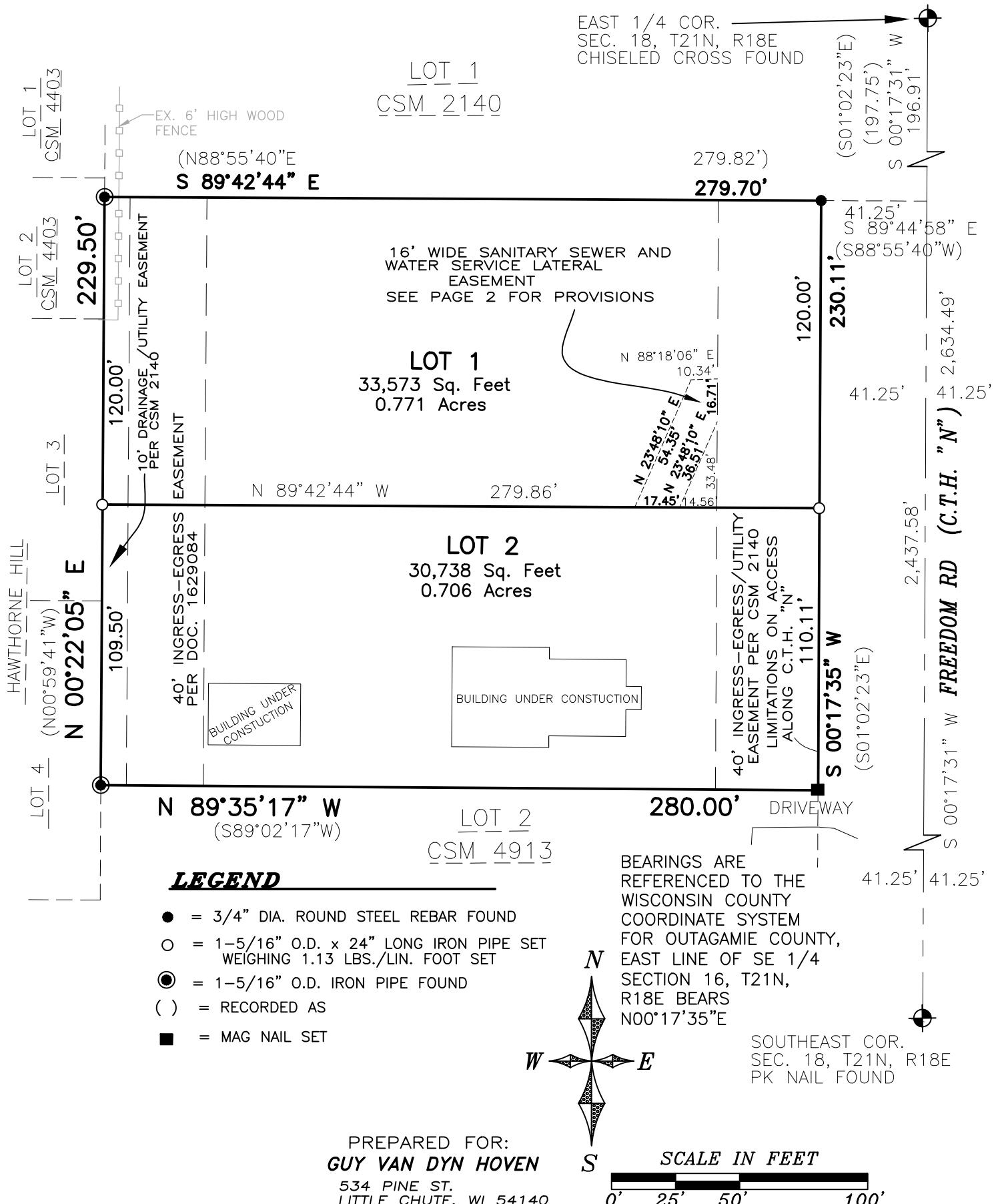
\_\_\_\_\_  
Michael R. Vanden Berg, Village President

Attest:

\_\_\_\_\_  
Laurie Decker, Village Clerk

**CERTIFIED SURVEY MAP NO.**

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 4913  
RECORDED IN VOLUME 28 OF CERTIFIED SURVEY MAPS ON PAGE 4913  
AS DOCUMENT NO. 1631604 BEING LOCATED IN THE NORTHEAST 1/4  
OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 21 NORTH,  
RANGE 18 EAST, VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY,  
WISCONSIN.



PREPARED FOR:  
**GUY VAN DYN HOVEN**  
534 PINE ST.  
LITTLE CHUTE, WI 54140

**SCHULER & ASSOCIATES, INC.**  
**LAND SURVEYORS & ENGINEERS**  
2711 N. MASON ST. SUITE F, APPLETON, WI 54914

L-20-4528  
SHEET 1 OF 2

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

**SURVEYOR'S CERTIFICATE:**

I, MICHAEL J. FRANK, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:  
THAT I HAVE SURVEYED, DIVIDED, AND MAPPED, UNDER THE DIRECTION OF THE OWNERS OF SAID LAND, ALL OF LOT ONE (1) OF CERTIFIED SURVEY MAP NO. 4913 RECORDED IN VOLUME 28 OF CERTIFIED SURVEY MAPS ON PAGE 4913 AS DOCUMENT NO. 1631604, BEING LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN, CONTAINING 64.311 SQUARE FEET (1.476 ACRES) OF LAND, MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES OF THE LAND SURVEYED AND THE DIVISION OF THAT LAND.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE VILLAGE OF LITTLE CHUTE IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

MICHAEL J. FRANK  
WISCONSIN PROFESSIONAL LAND SURVEYOR S-2123

**VILLAGE OF LITTLE CHUTE APPROVAL:**

APPROVED BY THE VILLAGE OF LITTLE CHUTE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

MICHAEL VANDEN BERG, VILLAGE PRESIDENT DATE

LAURIE DECKER, VILLAGE CLERK DATE

**TREASURER'S CERTIFICATE:**

WE HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OR SPECIAL ASSESSMENTS ON ANY OF THE LANDS INCLUDED IN THIS CERTIFIED SURVEY MAP.

COUNTY TREASURER DATE

VILLAGE TREASURER DATE

THIS CERTIFIED SURVEY MAP IS CONTAINED WHOLLY WITHIN THE PROPERTY DESCRIBED IN THE FOLLOWING RECORDED INSTRUMENT: DOCUMENT NO. 2108458.

THIS CERTIFIED SURVEY MAP IS ALL OF TAX PARCEL NUMBER 260132517, THE PROPERTY OWNERS OF RECORD ARE GUY VAN DYN HOVEN AND JANET VAN DYN HOVEN.

**OWNER'S CERTIFICATE:**

AS OWNERS, WE DO HEREBY CERTIFY THAT WE CAUSED THE LANDS ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED ON THIS MAP. WE ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: VILLAGE OF LITTLE CHUTE.

GUY R. VAN DYN HOVEN

JANET L. VAN DYN HOVEN

STATE OF WISCONSIN)  
ss.  
\_\_\_\_\_ COUNTY)

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, THE ABOVE NAMED, GUY R. VAN DYN HOVEN AND JANET L. VAN DYN HOVEN, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

NOTARY PUBLIC, \_\_\_\_\_ CO., WISCONSIN

MY COMMISSION EXPIRES

**SANITARY SEWER AND WATER SERVICE LATERAL EASEMENT PROVISIONS:**

AN EASEMENT FOR THE INSTALLATION, USE, MAINTENANCE AND REPLACEMENT OF UNDERGROUND SANITARY SEWER AND WATER SERVICE LATERAL PIPES ACROSS LOT 1 AS SHOWN ON THIS CERTIFIED SURVEY MAP FOR THE BENEFIT OF THE OWNERS OF LOT 2 AS SHOWN ON THIS CERTIFIED SURVEY MAP IS HEREBY GRANTED.

THE OWNERS OF LOT 2 ARE ALLOWED TO USE THE EASEMENT AREA FOR THE PURPOSES STATED. THE OWNERS OF LOT 2 AGREE TO RESTORE OR CAUSE TO HAVE RESTORED THE PROPERTY ON LOT 1, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO ANY MAINTENANCE OR REPLACEMENT OF THE LATERALS.

BUILDINGS SHALL NOT BE PLACED IN THE EASEMENT AREA BY THE OWNERS OF LOT 1.

THIS GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES HERETO AND THEIR HEIRS, SUCCESSORS AND ASSIGNS.

GUY R. VAN DYN HOVEN

JANET L. VAN DYN HOVEN

## **DISBURSEMENT LIST- December 16, 2020**

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Payroll & Payroll Liabilities - December 10, 2020	<b>\$208,567.99</b>
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Prepaid Invoices - December 2, 2020	<b>\$39,735.50</b>
Prepaid Invoices - December 4, 2020	<b>\$33,406.10</b>
Prepaid Invoices - December 11, 2020	<b>\$26,898.25</b>

Utility Commission- December 15, 2020	<b>\$155,139.65</b>
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### **CURRENT ITEMS**

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Bills List - December 16, 2020	<b>\$89,806.64</b>
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<b>Total Payroll, Prepaid &amp; Invoices</b>	<b>\$553,554.13</b>
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The above payments are recommended for approval:

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

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Approved December 16, 2020

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Michael R Vanden Berg, Village President

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Laurie Decker, Clerk

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
<b>AIA CORPORATION (5050)</b>							
3ID2661796	Invoi	FREESTYLE SUBLIMATED MASKS	480.00	Open	Non	11/20	101-52200-213
<b>Total AIA CORPORATION (5050):</b>			<b>480.00</b>				
<b>AUTOMATED COMFORT CONTROLS (4980)</b>							
27806	Invoi	SEMI-ANNUAL BILLING @ LIBRARY 7/1/20 - 12/31/	949.00	Open	Non	11/20	206-55110-243
27807	Invoi	SEMI-ANNUAL BILLING @ MSB 11/1/20 - 4/30/21	2,316.00	Open	Non	11/20	101-53310-243
27808	Invoi	SEMI-ANNUAL BILLING @ VH 7/1/20 - 12/31/20	1,500.00	Open	Non	11/20	101-51650-243
27809	Invoi	SEMI-ANNUAL BILLING @ SAFETY CENTER 7/1/20	393.00	Open	Non	11/20	207-52120-243
27809	Invoi	SEMI-ANNUAL BILLING @ SAFETY CENTER 7/1/20	393.00	Open	Non	11/20	101-52250-243
27823	Invoi	PREVENTATIVE MAINTENANCE @ SAFETY CENT	60.23	Open	Non	11/20	207-52120-245
<b>Total AUTOMATED COMFORT CONTROLS (4980):</b>			<b>5,611.23</b>				
<b>AUTOMOTIVE SUPPLY (121)</b>							
60886935	Invoi	OIL FILTERS	11.38	Open	Non	11/20	101-53330-218
60887780	Invoi	BATTERY #98	130.58	Open	Non	11/20	101-53330-225
60887789	Invoi	OIL FILTERS	13.26	Open	Non	11/20	101-53330-218
60888381	Invoi	IGNITION COIL #84	37.83	Open	Non	11/20	101-53330-225
60888382	Invoi	SPARK PLUG #84	38.10	Open	Non	11/20	101-53330-225
60888485	Invoi	BATTERY #182	116.07	Open	Non	11/20	101-53330-225
CM207672	Invoi	CORE DEPOSIT RETURN	27.00-	Open	Non	11/20	101-53330-225
<b>Total AUTOMOTIVE SUPPLY (121):</b>			<b>320.22</b>				
<b>BERGSTROM FORD OF FOX VALLEY (3484)</b>							
44074	Invoi	PURCHASE OF NEW SQUAD	39,735.50	Open	Non	12/20	207-52120-303
<b>Total BERGSTROM FORD OF FOX VALLEY (3484):</b>			<b>39,735.50</b>				
<b>CIVIC SYSTEMS LLC (705)</b>							
CVC19849	Invoi	SERVER MIGRATION ASSISTANCE	600.00	Open	Non	11/20	404-57190-302
<b>Total CIVIC SYSTEMS LLC (705):</b>			<b>600.00</b>				
<b>COMPLETE OFFICE OF WISCONSIN (4562)</b>							
803347	Invoi	OFFICE CALENDARS	256.27	Open	Non	11/20	101-51650-206
803778	Invoi	CALENDAR	18.31	Open	Non	11/20	101-51650-206
<b>Total COMPLETE OFFICE OF WISCONSIN (4562):</b>			<b>274.58</b>				
<b>CUSTOM CRETÉ PRODUCTS (5157)</b>							
258	Invoi	CONCRETE BAG BOARDS FOR OUTDOOR PATIO	725.00	Open	Non	11/20	101-55200-216
<b>Total CUSTOM CRETÉ PRODUCTS (5157):</b>			<b>725.00</b>				
<b>FERGUSON ENTERPRISES LLC #448 #1020 (2046)</b>							
WN270342	Invoi	GASKETS	541.31	Open	Non	11/20	620-53634-255
<b>Total FERGUSON ENTERPRISES LLC #448 #1020 (2046):</b>			<b>541.31</b>				
<b>FREUND, KATHERINE (5156)</b>							
11/20 REIMBURSE	Invoi	REIMBURSE-WI LIBRARY ASSOC MEMBERSHIP	110.00	Open	Non	11/20	206-55110-201
<b>Total FREUND, KATHERINE (5156):</b>			<b>110.00</b>				

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
<b>ITRON INC (2794)</b>							
573084	Invoi	MAINTENANCE/SUPPORT CONTRACT 12/1/20-11/3	1,659.85	Open	Non	11/20	610-53613-204
573084	Invoi	MAINTENANCE/SUPPORT CONTRACT 12/1/20-11/3	1,659.84	Open	Non	11/20	620-53904-204
<b>Total ITRON INC (2794):</b>							
			<b>3,319.69</b>				
<b>JP GRAPHICS INC (231)</b>							
1060749011	Invoi	CARBON MONOXIDE RESPONSE CHECKLIST	341.00	Open	Non	11/20	101-52200-207
1060750011	Invoi	TEMPORARY CO DETECTOR USE AGREEMENT	285.00	Open	Non	11/20	101-52200-207
<b>Total JP GRAPHICS INC (231):</b>							
			<b>626.00</b>				
<b>K.R. WEST COMPANY INC. (676)</b>							
383805	Invoi	O-RING'S FOR #6	1.38	Open	Non	11/20	101-53330-225
<b>Total K.R. WEST COMPANY INC. (676):</b>							
			<b>1.38</b>				
<b>KAUKAUNA UTILITIES (234)</b>							
NOVEMBER 2020	Invoi	SAFETY CENTER	402.31	Open	Non	11/20	101-52250-249
NOVEMBER 2020	Invoi	SAFETY CENTER	603.47	Open	Non	11/20	207-52120-249
NOVEMBER 2020	Invoi	VILLAGE HALL PLAZA	16.24	Open	Non	11/20	101-51650-249
NOVEMBER 2020	Invoi	VILLAGE HALL	895.08	Open	Non	11/20	101-51650-249
NOVEMBER 2020	Invoi	CIVIC CENTER	1,036.00	Open	Non	11/20	206-55110-249
NOVEMBER 2020	Invoi	MUNICIPAL POOL	144.41	Open	Non	11/20	204-55420-249
NOVEMBER 2020	Invoi	BALLFIELD DPI/SHED LIGHTS	99.38	Open	Non	11/20	101-55200-249
NOVEMBER 2020	Invoi	DOYLE PARK STAGE	42.92	Open	Non	11/20	101-55200-249
NOVEMBER 2020	Invoi	DOYLE PARK BALLFIELD DP2 LIGHT	58.41	Open	Non	11/20	101-55200-249
NOVEMBER 2020	Invoi	HEESAKKER PARK TRAIL	29.57	Open	Non	11/20	101-55200-249
NOVEMBER 2020	Invoi	HERITAGE PARK	23.58	Open	Non	11/20	101-55200-249
NOVEMBER 2020	Invoi	LEGION PARK RESTROOMS	234.74	Open	Non	11/20	101-55200-249
NOVEMBER 2020	Invoi	VAN LIESHOUT PARK	145.02	Open	Non	11/20	101-55200-249
NOVEMBER 2020	Invoi	VAN LIESHOUT BALLFIELD	177.31	Open	Non	11/20	101-55200-249
NOVEMBER 2020	Invoi	VAN LIESHOUT PK SECURITY LT	63.36	Open	Non	11/20	101-55200-249
NOVEMBER 2020	Invoi	LINCOLN AVE E HEESAKKER PARK	270.10	Open	Non	11/20	101-55200-249
NOVEMBER 2020	Invoi	PUMP STATION JEFFERSON ST	1,036.92	Open	Non	11/20	620-53624-249
NOVEMBER 2020	Invoi	#4 WELL EVERGREEN DR	4,196.30	Open	Non	11/20	620-53624-249
NOVEMBER 2020	Invoi	#3 WELL WASHINGTON ST	2,798.21	Open	Non	11/20	620-53624-249
NOVEMBER 2020	Invoi	STEPHEN ST TOWER/LIGHTING	199.74	Open	Non	11/20	620-53624-249
NOVEMBER 2020	Invoi	CANAL BRIDGE - NORTH SIDE	19.33	Open	Non	11/20	101-53300-249
NOVEMBER 2020	Invoi	CANAL BRIDGE - SOUTH SIDE	32.51	Open	Non	11/20	101-53300-249
NOVEMBER 2020	Invoi	SECURITY LIGHT	13.45	Open	Non	11/20	101-53300-249
NOVEMBER 2020	Invoi	SIGNALS/GRAND & MAIN	42.82	Open	Non	11/20	101-53300-249
NOVEMBER 2020	Invoi	COMMUNITY BRIDGE LIGHTING	177.74	Open	Non	11/20	101-53300-249
NOVEMBER 2020	Invoi	SIGNALS/MAIN & MADISON	41.17	Open	Non	11/20	101-53300-249
NOVEMBER 2020	Invoi	STREET LIGHTING	9,368.28	Open	Non	11/20	101-53300-249
NOVEMBER 2020	Invoi	SIGNALS/NORTH & BUCHANAN	33.06	Open	Non	11/20	101-53300-249
NOVEMBER 2020	Invoi	PATRIOT DR FLAG POLE	34.42	Open	Non	11/20	101-53300-249
NOVEMBER 2020	Invoi	SIGNALS/NE CORNER N & ELM	84.79	Open	Non	11/20	101-53300-249
NOVEMBER 2020	Invoi	STEPHEN ST SIGN	16.24	Open	Non	11/20	101-53300-249
NOVEMBER 2020	Invoi	1401 E ELM DR	1,020.91	Open	Non	11/20	101-53310-249
NOVEMBER 2020	Invoi	721 W ELM	79.85	Open	Non	11/20	208-52900-249
NOVEMBER 2020	Invoi	DOYLE PARK WELL	2,771.68	Open	Non	11/20	620-53624-249
NOVEMBER 2020	Invoi	1800 STEPHEN ST STORM	707.96	Open	Non	11/20	630-53441-249
<b>Total KAUKAUNA UTILITIES (234):</b>							
			<b>26,917.28</b>				

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
<b>LINDNER ACE HARDWARE LITTLE CHUTE (4702)</b>							
266696-325003	Invoi	PAPER TOWEL AND HAND SOAP	10.97	Open	Non	11/20	620-53644-218
266699-312001	Invoi	CARPET TAPE CLOTH	7.59	Open	Non	11/20	101-52200-218
266860-312001	Invoi	VEHICLE CLEANING SUPPLIES	28.97	Open	Non	11/20	101-52200-218
266931-325003	Invoi	PAPER TOWEL AND HAND SOAP	10.97	Open	Non	11/20	620-53644-218
Total LINDNER ACE HARDWARE LITTLE CHUTE (4702):			<b>58.50</b>				
<b>LITTLE CHUTE AREA SCHOOL DIST (265)</b>							
351	Invoi	LC CAN 2020-2021	810.08	Open	Non	11/20	404-57190-204
Total LITTLE CHUTE AREA SCHOOL DIST (265):			<b>810.08</b>				
<b>MCC INC (480)</b>							
257975	Invoi	CONCRETE BLOCKS	1,120.00	Open	Non	11/20	630-53442-301
257976	Invoi	CONCRETE BLOCKS	280.00	Open	Non	11/20	630-53442-301
257977	Invoi	CONCRETE BLOCKS	560.00	Open	Non	11/20	630-53442-301
257978	Invoi	CONCRETE BLOCKS	280.00	Open	Non	11/20	630-53442-301
258744	Invoi	CONCRETE BLOCKS	1,260.00	Open	Non	11/20	630-53442-301
258745	Invoi	CONCRETE BLOCKS	2,030.00	Open	Non	11/20	630-53442-301
Total MCC INC (480):			<b>5,530.00</b>				
<b>MGD INDUSTRIAL CORP (5118)</b>							
188119	Invoi	PIPE THREAD SEALANT	6.99	Open	Non	11/20	101-53330-218
Total MGD INDUSTRIAL CORP (5118):			<b>6.99</b>				
<b>MIDWEST SALT LLC (5001)</b>							
P453836	Invoi	INDUSTRIAL SOUTHERN COARSE SALT	2,792.68	Open	Non	11/20	620-53634-224
Total MIDWEST SALT LLC (5001):			<b>2,792.68</b>				
<b>NASSCO INC (4886)</b>							
S2688336.001	Invoi	CAN LINERS	79.89	Open	Non	11/20	101-55200-218
S2688336.001	Invoi	CAN LINERS	70.47	Open	Non	11/20	201-53620-218
Total NASSCO INC (4886):			<b>150.36</b>				
<b>PUBLIC SERVICE COMMISSION (723)</b>							
2010-I-03140	Invoi	10/1/20 - 10/31/20 PSC DIRECT ASSESSMENT	104.45	Open	Non	11/20	620-53924-262
Total PUBLIC SERVICE COMMISSION (723):			<b>104.45</b>				
<b>REBOUND (5155)</b>							
1593	Invoi	30% DOWN @ SIGNING-LEAGUE PARTNERSHIP	6,277.50	Open	Non	11/20	101-14300
Total REBOUND (5155):			<b>6,277.50</b>				
<b>REINDERS INC (1006)</b>							
2691971	Invoi	DRIVEWAY MARKERS	14.10	Open	Non	11/20	101-53350-218
Total REINDERS INC (1006):			<b>14.10</b>				
<b>STAPLES ADVANTAGE (3472)</b>							
3462014830	Invoi	GEL PENS	9.48	Open	Non	11/20	101-51650-206
3462014830	Invoi	BANKER BOXES & STAPLER	71.92	Open	Non	11/20	101-51420-206

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
3462566355	Invoi	CARD STOCK PAPER	15.83	Open	Non	11/20	101-51420-206
Total STAPLES ADVANTAGE (3472):			97.23				
TOTAL TOOL SUPPLY INC (557)							
6143496	Invoi	LED FLOOD LIGHT	69.00	Open	Non	11/20	620-53644-221
TOTAL TOOL SUPPLY INC (557):			69.00				
TRI CITY GLASS & DOOR (365)							
I03076486	Invoi	INSTALL THREE WOODEN DOORS	4,170.00	Open	Non	11/20	101-51650-213
Total TRI CITY GLASS & DOOR (365):			4,170.00				
TRUCK COUNTRY OF WISC (561)							
X202626048:01	Invoi	FUEL INJECTOR #6	1,807.55	Open	Non	11/20	101-53330-225
Total TRUCK COUNTRY OF WISC (561):			1,807.55				
UNIFIRST CORPORATION (4403)							
0970320730	Invoi	SHIRTS/PANTS	4.51	Open	Non	11/20	101-53330-213
0970320730	Invoi	LAUNDRY BAGS/WIPERS	15.50	Open	Non	11/20	101-53330-218
0970321172	Invoi	SHIRTS/PANTS	4.51	Open	Non	11/20	101-53330-213
0970321172	Invoi	LAUNDRY BAGS/WIPERS	15.50	Open	Non	11/20	101-53330-218
Total UNIFIRST CORPORATION (4403):			40.02				
VILLAGE OF LITTLE CHUTE (1404)							
NOVEMBER 2020	Invoi	3609 FREEDOM RD	18.15	Open	Non	11/20	630-53441-249
NOVEMBER 2020	Invoi	721 W ELM	11.90	Open	Non	11/20	208-52900-249
NOVEMBER 2020	Invoi	1401 E ELM DR	856.09	Open	Non	11/20	101-53310-249
NOVEMBER 2020	Invoi	206 KAREN DR	8.25	Open	Non	11/20	416-57600-249
NOVEMBER 2020	Invoi	200 KAREN DR	8.25	Open	Non	11/20	416-57600-249
NOVEMBER 2020	Invoi	#3 WELL WASHINGTON ST	12.38	Open	Non	11/20	620-53624-249
NOVEMBER 2020	Invoi	DOYLE PARK WELL #1	16.79	Open	Non	11/20	620-53624-249
NOVEMBER 2020	Invoi	PUMP STATION JEFFERSON ST	36.82	Open	Non	11/20	620-53624-249
NOVEMBER 2020	Invoi	DOYLE PARK POOL	775.39	Open	Non	11/20	204-55420-249
NOVEMBER 2020	Invoi	DOYLE PARK POOL/RESTROOMS	298.92	Open	Non	11/20	204-55420-249
NOVEMBER 2020	Invoi	DOYLE PARK POOL/RESTROOMS	298.91	Open	Non	11/20	101-55200-249
NOVEMBER 2020	Invoi	DOYLE SHELTER	4.79	Open	Non	11/20	101-55200-249
NOVEMBER 2020	Invoi	HEESAKKER PARK RESTROOM	58.15	Open	Non	11/20	101-55200-249
NOVEMBER 2020	Invoi	HEESAKKER PARK-BUBBLER	4.26	Open	Non	11/20	101-55200-249
NOVEMBER 2020	Invoi	VAN LIESHOUT PARK CONCESSION	6.39	Open	Non	11/20	101-55200-249
NOVEMBER 2020	Invoi	VAN LIESHOUT PARK	149.08	Open	Non	11/20	101-55200-249
NOVEMBER 2020	Invoi	LEGION PARK RESTROOMS	383.67	Open	Non	11/20	101-55200-249
NOVEMBER 2020	Invoi	LEGION PARK SPRINKLER	6.89	Open	Non	11/20	101-55200-249
NOVEMBER 2020	Invoi	HERITAGE PARK	94.69	Open	Non	11/20	101-55200-249
NOVEMBER 2020	Invoi	DOYLE PARK DPI RESTROOMS	18.05	Open	Non	11/20	101-55200-249
NOVEMBER 2020	Invoi	CIVIC CENTER	305.22	Open	Non	11/20	206-55110-249
NOVEMBER 2020	Invoi	VILLAGE HALL	135.53	Open	Non	11/20	101-51650-249
NOVEMBER 2020	Invoi	GB & MISS CANAL CO	4.95	Open	Non	11/20	101-51780-249
NOVEMBER 2020	Invoi	SAFETY CENTER	88.06	Open	Non	11/20	101-52250-249
NOVEMBER 2020	Invoi	SAFETY CENTER	352.25	Open	Non	11/20	207-52120-249
Total VILLAGE OF LITTLE CHUTE (1404):			3,953.83				

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
Grand Totals:			<b>105,144.48</b>				

**Report GL Period Summary**

Vendor number hash: 123114  
Vendor number hash - split: 189704  
Total number of invoices: 50  
Total number of transactions: 114

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	105,144.48	105,144.48
Grand Totals:	<b>105,144.48</b>	<b>105,144.48</b>

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
<b>2020 REFUNDS-MISCELLANEOUS (5094)</b>							
120220	Invoi	RESTITUTION COLLECTED-48803MV92P	350.00	Open	Non	11/20	101-35101
<b>Total 2020 REFUNDS-MISCELLANEOUS (5094):</b>							
350.00							
<b>2020 TAX REFUNDS (5158)</b>							
260131600	Invoi	2020 TAX REFUND	475.07	Open	Non	12/20	803-21215
<b>Total 2020 TAX REFUNDS (5158):</b>							
475.07							
<b>5 ALARM FIRE &amp; SAFETY EQUIPMENT (4319)</b>							
201344-1	Invoi	WATER & FOAM EXTINGUISHER	204.82	Open	Non	12/20	101-52200-213
<b>Total 5 ALARM FIRE &amp; SAFETY EQUIPMENT (4319):</b>							
204.82							
<b>ALERT-ALL CORPORATION (34)</b>							
220110064	Invoi	REFLECTIVE DRAWSTRING BACKPACKS	265.00	Open	Non	11/20	101-52200-225
<b>Total ALERT-ALL CORPORATION (34):</b>							
265.00							
<b>AMERICAN FIDELITY ASSURANCE (4885)</b>							
2086195	Invoi	FLEX SPENDING NOVEMBER	1,289.59	Open	Non	11/20	101-21368
<b>Total AMERICAN FIDELITY ASSURANCE (4885):</b>							
1,289.59							
<b>AMPLITEL TECHNOLOGIES (4637)</b>							
16786	Invoi	MICROSOFT OFFICE 365-DECEMBER	462.53	Open	Non	12/20	404-57190-208
16789	Invoi	MONTHLY DATTO BACK-UP SERVICES 12/20	325.00	Open	Non	12/20	404-57190-208
16800	Invoi	MONTHLY ANTI-VIRUS SERVICE-DECEMBER	210.00	Open	Non	12/20	404-57190-204
<b>Total AMPLITEL TECHNOLOGIES (4637):</b>							
997.53							
<b>ASCENSION MEDICAL GROUP-FOX VALLEY WI (2514)</b>							
392445	Invoi	EAP STANDARD SERVICE	77.85	Open	Med	11/20	101-51780-204
392445	Invoi	EAP STANDARD SERVICE	114.18	Open	Med	11/20	101-53310-204
392445	Invoi	EAP STANDARD SERVICE	160.89	Open	Med	11/20	207-52120-204
<b>Total ASCENSION MEDICAL GROUP-FOX VALLEY WI (2514):</b>							
352.92							
<b>BUILDING SERVICE INC (4436)</b>							
149493	Invoi	PRIVACY PANELS	1,046.97	Open	Non	11/20	101-51440-221
<b>Total BUILDING SERVICE INC (4436):</b>							
1,046.97							
<b>CITY OF APPLETON (68)</b>							
5777	Invoi	NOVEMBER 2020 TRANSIT	7,795.00	Open	Non	11/20	101-51780-233
<b>Total CITY OF APPLETON (68):</b>							
7,795.00							
<b>DAMAGE PREVENTION SERVICES (4068)</b>							
3325	Invoi	NOVEMBER LOCATES	776.88	Open	Non	11/20	610-53612-209
3325	Invoi	NOVEMBER LOCATES	1,556.89	Open	Non	11/20	630-53442-209
3325	Invoi	NOVEMBER LOCATES	736.51	Open	Non	11/20	620-53644-209
<b>Total DAMAGE PREVENTION SERVICES (4068):</b>							
3,070.28							

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
<b>EHLERS INVESTMENT PARTNERS LLC (1425)</b>							
NOVEMBER 2020	Invoi	NOVEMBER INVESTMENT MANAGEMENT	221.38	Open	Atto	11/20	610-53614-229
NOVEMBER 2020	Invoi	NOVEMBER INVESTMENT MANAGEMENT	110.69	Open	Atto	11/20	620-53924-229
NOVEMBER 2020	Invoi	NOVEMBER INVESTMENT MANAGEMENT	420.62	Open	Atto	11/20	630-53444-229
NOVEMBER 2020	Invoi	NOVEMBER INVESTMENT MANAGEMENT	168.89	Open	Atto	11/20	300-57331-229
NOVEMBER 2020	Invoi	NOVEMBER INVESTMENT MANAGEMENT	210.29	Open	Atto	11/20	101-51780-229
<b>Total EHLERS INVESTMENT PARTNERS LLC (1425):</b>			<b>1,131.87</b>				
<b>JET VAC ENVIRONMENTAL (5062)</b>							
3354	Invoi	SWIVEL JOINT #8	309.31	Open	Non	11/20	101-53330-225
<b>Total JET VAC ENVIRONMENTAL (5062):</b>			<b>309.31</b>				
<b>KAMPS LANDSCAPE SERVICE (2982)</b>							
112320	Invoi	STUMP GRINDER RENTAL-156 HOURS	3,900.00	Open	Non	11/20	101-55440-204
<b>Total KAMPS LANDSCAPE SERVICE (2982):</b>			<b>3,900.00</b>				
<b>KLINK EQUIPMENT (4807)</b>							
887986	Invoi	GRIT BRUSH #99	239.06	Open	Non	11/20	101-53330-225
<b>Total KLINK EQUIPMENT (4807):</b>			<b>239.06</b>				
<b>MCMAHON ASSOCIATES INC (276)</b>							
920744	Invoi	NORTH SIDE STORM SEWER INTERCEPTOR	6,654.29	Open	Non	11/20	416-57600-261
<b>Total MCMAHON ASSOCIATES INC (276):</b>			<b>6,654.29</b>				
<b>OUTAGAMIE COUNTY TREASURER (486)</b>							
NOVEMBER 2020	Invoi	NOVEMBER COURT FINES	520.00	Open	Non	11/20	101-35101
<b>Total OUTAGAMIE COUNTY TREASURER (486):</b>			<b>520.00</b>				
<b>PEPSI-COLA (3493)</b>							
30001259	Invoi	BEVERAGES	224.39	Open	Non	11/20	101-52200-211
<b>Total PEPSI-COLA (3493):</b>			<b>224.39</b>				
<b>SIGNCOUNTRY (3870)</b>							
113020	Invoi	BOARD ROOM DESK SIGN %50 DEPOSIT	854.87	Open	Non	11/20	101-51650-244
<b>Total SIGNCOUNTRY (3870):</b>			<b>854.87</b>				
<b>STATE OF WI COURT FINES &amp; (2374)</b>							
NOVEMBER 2020	Invoi	NOVEMBER COURT FINES	2,318.95	Open	Non	11/20	101-35101
<b>Total STATE OF WI COURT FINES &amp; (2374):</b>			<b>2,318.95</b>				
<b>TIME WARNER CABLE (89)</b>							
11/20 70590040100	Invoi	NOVEMBER/DECEMBER SERVICE	62.71	Open	Non	11/20	101-52200-203
<b>Total TIME WARNER CABLE (89):</b>			<b>62.71</b>				
<b>TRIUMPH TIRES (5131)</b>							
5501	Invoi	1 NEW TIRE ON #76	67.50	Open	Non	11/20	101-53330-225

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
Total TRIUMPH TIRES (5131):			67.50				
US POSTMASTER (264)							
WINTER 2020	Invoi	WINTER 2020 NEWSLETTER	1,019.47	Open	Non	12/20	101-51960-227
Total US POSTMASTER (264):			1,019.47				
VON BRIESEN & ROPER S.C. (4686)							
338026	Invoi	GENERAL LABOR	171.00	Open	Atto	11/20	101-51110-262
338060	Invoi	GENERAL LABOR	85.50	Open	Atto	11/20	207-52120-262
Total VON BRIESEN & ROPER S.C. (4686):			256.50				
Grand Totals:			33,406.10				

## Report GL Period Summary

Vendor number hash: 84118  
 Vendor number hash - split: 102982  
 Total number of invoices: 26  
 Total number of transactions: 34

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	33,406.10	33,406.10
Grand Totals:	33,406.10	33,406.10

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
<b>2020 TAX REFUNDS (5158)</b>							
260093600	Invoi	2020 TAX REFUND	32.30	Open	Non	12/20	803-21215
260236600	Invoi	2020 TAX REFUND	616.94	Open	Non	12/20	803-21215
<b>Total 2020 TAX REFUNDS (5158):</b>							
			<b>649.24</b>				
<b>2020 UTILITY REFUNDS (5089)</b>							
170291005	Invoi	OVERPAYMENT REFUND ACCT #1-702910-05	22.03	Open	Non	12/20	001-15000
170291007	Invoi	OVERPAYMENT REFUND ACCT #1-702910-07	8.50	Open	Non	12/20	001-15000
<b>Total 2020 UTILITY REFUNDS (5089):</b>							
			<b>30.53</b>				
<b>A.P. PLUMBING LLC (297)</b>							
5717	Invoi	INSTALLED NEW COMFORT HEIGHT TOILET	600.00	Open	Non	12/20	207-52120-242
5717	Invoi	INSTALLED NEW COMFORT HEIGHT TOILET	82.44	Open	Non	12/20	101-52250-242
<b>Total A.P. PLUMBING LLC (297):</b>							
			<b>682.44</b>				
<b>AMPLITEL TECHNOLOGIES (4637)</b>							
16616	Invoi	MICROSOFT OFFICE 365-NOVEMBER	440.40	Open	Non	11/20	404-57190-208
16620	Invoi	MONTHLY DATTO BACK-UP SERVICES	325.00	Open	Non	11/20	404-57190-208
16688	Invoi	50 HOUR BLOCK TIME	5,250.00	Open	Non	11/20	404-57190-204
16778	Invoi	MICROSOFT OFFICE 365-DECEMBER	740.00	Open	Non	12/20	207-52120-204
16788	Invoi	DATTO BACKUP SERVICES	375.00	Open	Non	12/20	207-52120-204
16801	Invoi	MONTHLY ANTI-VIRUS SERVICE-DECEMBER	168.00	Open	Non	12/20	207-52120-240
<b>Total AMPLITEL TECHNOLOGIES (4637):</b>							
			<b>7,298.40</b>				
<b>AT &amp; T (5080)</b>							
287294953059	12/2	Invoi OCT/NOV SERVICE	239.66	Open	Non	12/20	101-52200-203
<b>Total AT &amp; T (5080):</b>							
			<b>239.66</b>				
<b>BAYCOM (1318)</b>							
31223	Invoi	SIX PAGERS PROGRAMMED	2,214.00	Open	Non	12/20	101-52200-221
<b>Total BAYCOM (1318):</b>							
			<b>2,214.00</b>				
<b>CELLCOM (4683)</b>							
84560	Invoi	FVMPD CELL - NOVEMBER	1,448.64	Open	Non	11/20	207-52120-203
<b>Total CELLCOM (4683):</b>							
			<b>1,448.64</b>				
<b>CONFIDENTIAL RECORDS INC (5159)</b>							
41132	Invoi	DOCUMENT DESTRUCTION	211.60	Open	Non	11/20	207-52120-218
<b>Total CONFIDENTIAL RECORDS INC (5159):</b>							
			<b>211.60</b>				
<b>FERGUSON ENTERPRISES LLC #448 #1020 (2046)</b>							
WN271320	Invoi	GASKETS	251.42	Open	Non	12/20	620-53634-255
<b>Total FERGUSON ENTERPRISES LLC #448 #1020 (2046):</b>							
			<b>251.42</b>				
<b>FOX VALLEY HUMANE ASSOCIATION (971)</b>							
4978	Invoi	AUGUST HANDLE FEES	480.00	Open	Non	11/20	207-52120-204
5011	Invoi	SEPT HANDLE FEES	640.00	Open	Non	11/20	207-52120-204
5030	Invoi	OCTOBER HANDLE FEES	80.00	Open	Non	11/20	207-52120-204

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
		Total FOX VALLEY HUMANE ASSOCIATION (971):	1,200.00				
FOX VALLEY TECHNICAL COLLEGE (1775)		EC68337 Invoi FACILITY RENTAL- FORCED ENTRY	280.00	Open	Non	11/20	207-52120-201
		Total FOX VALLEY TECHNICAL COLLEGE (1775):	280.00				
GFC LEASING - WI (4989)		13148526 Invoi GFC LEASING COPIER OVERAGE CHARGES	45.52	Open	Non	12/20	101-53310-207
		Total GFC LEASING - WI (4989):	45.52				
LEXISNEXIS RISK DATA MANAGEMENT INC (4926)		1686177-20201130 Invoi NOVEMBER 2020 MINIMUM COMMITMENT	103.00	Open	Non	11/20	101-51680-204
		Total LEXISNEXIS RISK DATA MANAGEMENT INC (4926):	103.00				
LINDNER ACE HARDWARE LITTLE CHUTE (4702)		266675-325001 Invoi BATTERIES 266714-325001 Invoi ANTIFREEZE 266738-325001 Invoi WORK GLOVES 266765-325001 Invoi PAINTER'S TAPE 266766-325001 Invoi BALL VALVE 266825-325001 Invoi ANTIFREEZE 266849-325001 Invoi BATTERIES 266890-325001 Invoi DUCT TAPE/ADHESIVE/HOOKS 266928-325001 Invoi BRACKETS & FASTENERS 266950-325001 Invoi ANTIFREEZE 267062-325001 Invoi KEYS FOR CABINET	53.56 14.00 17.98 8.99 12.99 17.50 14.99 16.76 19.65 3.50 16.45	Open	Non	12/20	101-51650-242 101-55200-218 101-51415-213 208-52900-218 101-53310-218 101-55200-218 207-52120-218 206-55110-242 207-52120-218 101-55200-218 207-52120-218
		Total LINDNER ACE HARDWARE LITTLE CHUTE (4702):	196.37				
MARCO INC (3910)		28222684 Invoi MONTHLY COPIER LEASE-1493357-NOVEMBER 20	306.85	Open	Non	11/20	207-52120-207
		Total MARCO INC (3910):	306.85				
MATTHEWS TIRE & SERVICE CENTER (768)		262966 Invoi FLAT REPAIR-SQUAD #181	33.67	Open	Non	11/20	207-52120-247
		Total MATTHEWS TIRE & SERVICE CENTER (768):	33.67				
NEWS PUBLISHING CO INC (857)		497683 Invoi SNOW REMOVAL AD 497684 Invoi BUDGET ADJUSTMENT 497685 Invoi NOTICE OF SPRING ELECTION 498168 Invoi DEER CULLING AD	79.00 19.89 38.78 53.40	Open	Non	11/20	101-53350-227 101-51440-227 101-51440-227 101-55200-227
		Total NEWS PUBLISHING CO INC (857):	191.07				
NORTHEAST WI TECHNICAL COLLEGE (37)		CS34543 Invoi LESB PROFESSIONAL COMMUNICATIONS INSTR	200.00	Open	Non	11/20	207-52120-201
		Total NORTHEAST WI TECHNICAL COLLEGE (37):	200.00				

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
<b>OSHKOSH FIRE &amp; POLICE EQUIPMEN (3061)</b>							
182834	Invoi	SUPER VAC BATTERY POWER FAN	3,400.00	Open	Non	12/20	101-52200-302
<b>Total OSHKOSH FIRE &amp; POLICE EQUIPMEN (3061):</b>							
			<b>3,400.00</b>				
<b>POSTAL EXPRESS &amp; MORE LLC (5093)</b>							
209508	Invoi	POSTAGE-WATER TESTS	15.74	Open	Non	12/20	620-53644-204
209550	Invoi	POSTAGE-WATER TESTS	15.03	Open	Non	12/20	620-53644-204
209788	Invoi	POSTAGE-WATER TESTS	15.74	Open	Non	12/20	620-53644-204
<b>Total POSTAL EXPRESS &amp; MORE LLC (5093):</b>							
			<b>46.51</b>				
<b>RIVERSIDE BY REYNEBEAU FLORAL (322)</b>							
152404/1	Invoi	FLORAL ARRANGEMENT- MYERS	58.50	Open	Non	12/20	101-52200-219
<b>Total RIVERSIDE BY REYNEBEAU FLORAL (322):</b>							
			<b>58.50</b>				
<b>SECURITY LUEBKE ROOFING INC (4164)</b>							
9006282	Invoi	REPAIR AREAS @ 100 VAN BUREN	1,341.71	Open	Non	12/20	620-53624-255
9006282	Invoi	REPAIR AREAS @ 100 VAN BUREN	1,341.71	Open	Non	12/20	620-53634-255
<b>Total SECURITY LUEBKE ROOFING INC (4164):</b>							
			<b>2,683.42</b>				
<b>SPEEDY CLEAN DRAIN &amp; SEWER (122)</b>							
71629	Invoi	VACUUM 3 RESIN TANKS & 1 SALT TANK	2,897.50	Open	Non	12/20	620-53634-255
<b>Total SPEEDY CLEAN DRAIN &amp; SEWER (122):</b>							
			<b>2,897.50</b>				
<b>ST. ELIZABETH HOSPITAL (354)</b>							
10/20 EL.FVMPD	Invoi	OCTOBER BLOOD DRAWS	315.12	Open	Med	11/20	207-52120-204
<b>Total ST. ELIZABETH HOSPITAL (354):</b>							
			<b>315.12</b>				
<b>STAPLES ADVANTAGE (3472)</b>							
3460765347	Invoi	CALENDARS & OFFICE SUPPLIES	58.65	Open	Non	11/20	207-52120-206
<b>Total STAPLES ADVANTAGE (3472):</b>							
			<b>58.65</b>				
<b>THEDACARE (1983)</b>							
OCT 2020 1210055	Invoi	OCTOBER BLOOD DRAWS	170.00	Open	Med	11/20	207-52120-204
<b>Total THEDACARE (1983):</b>							
			<b>170.00</b>				
<b>TIME WARNER CABLE (89)</b>							
11/20 71406480150	Invoi	NOVEMBER/DECEMBER SERVICE	147.59	Open	Non	11/20	207-52120-203
12/20 70953560100	Invoi	DECEMBER/JANUARY SERVICE	220.80	Open	Non	12/20	101-51650-203
<b>Total TIME WARNER CABLE (89):</b>							
			<b>368.39</b>				
<b>TJ'Z TOWING LLC (4202)</b>							
111120	Invoi	VEHICLE TOWED TO PD	196.00	Open	Non	11/20	207-52120-218
111720	Invoi	EMERGENCY TOW	225.00	Open	Non	11/20	207-52120-218
<b>Total TJ'Z TOWING LLC (4202):</b>							
			<b>421.00</b>				
<b>VALLEY LIQUOR (1239)</b>							
876517	Invoi	BEVERAGES AND SUPPLIES	149.45	Open	Non	12/20	101-52200-211

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
877627	Invoi	BEVERAGES AND SUPPLIES	149.45	Open	Non	12/20	101-52200-211
878804	Invoi	BEVERAGES AND SUPPLIES	149.45	Open	Non	12/20	101-52200-211
880005	Invoi	BEVERAGES AND SUPPLIES	149.45	Open	Non	12/20	101-52200-211
Total VALLEY LIQUOR (1239):				597.80			
VERIZON WIRELESS (3606)							
9867015757	Invoi	OCTOBER/NOVEMBER SERVICE	64.22	Open	Non	12/20	620-53924-203
Total VERIZON WIRELESS (3606):				64.22			
VERMEER - WISCONSIN INC (1437)							
30078950	Invoi	SWITCH ROLLER #18	62.93	Open	Non	11/20	101-53330-225
30078970	Invoi	SCREWS #98	3.95	Open	Non	11/20	101-53330-225
Total VERMEER - WISCONSIN INC (1437):				66.88			
WI DEPT OF JUSTICE (672)							
L4504T 09/20	Invoi	SEPTEMBER BACKGROUND CHECKS	122.00	Open	Non	11/20	207-52120-218
Total WI DEPT OF JUSTICE (672):				122.00			
ZIEBART RHINO LININGS/WI08 (2022)							
57467	Invoi	RUST INSPECTION FOR #85	45.85	Open	Non	11/20	101-53330-204
Total ZIEBART RHINO LININGS/WI08 (2022):				45.85			
Grand Totals:				26,898.25			

## Report GL Period Summary

Vendor number hash: 192836  
 Vendor number hash - split: 197297  
 Total number of invoices: 63  
 Total number of transactions: 65

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	26,898.25	26,898.25
Grand Totals:	26,898.25	26,898.25

## Report Criteria:

Invoice Detail.Voided = {=} FALSE

Invoice	Description	Total Cost	Period	GL Account
<b>ABSOLUTE SUPPLY LLC</b>				
163780 BUCKET PLATES #39		409.12	12/20	101-53330-225
<b>Total ABSOLUTE SUPPLY LLC:</b>		<b>409.12</b>		
<b>AIRGAS USA LLC</b>				
9975298896 CYLINDER RENTALS		57.52	12/20	101-53330-218
<b>Total AIRGAS USA LLC:</b>		<b>57.52</b>		
<b>AL BEHLING ELECTRIC</b>				
246 CIVIC CENTER FLAG LIGHT		192.50	12/20	206-55110-242
<b>Total AL BEHLING ELECTRIC:</b>		<b>192.50</b>		
<b>ASSOCIATED APPRAISAL CONSULTANTS</b>				
151621 PROFESSIONAL SERVICES-DECEMBER		1,975.00	12/20	101-51530-204
151747 2021 REVALUATION PROGRAM		12,825.00	12/20	101-51530-204
<b>Total ASSOCIATED APPRAISAL CONSULTANTS:</b>		<b>14,800.00</b>		
<b>AT&amp;T LONG DISTANCE</b>				
12/20 845626857 OCT/NOV CHARGES		8.14	11/20	620-53924-203
12/20 845626857 OCT/NOV CHARGES		2.80	11/20	101-51650-203
<b>Total AT&amp;T LONG DISTANCE:</b>		<b>10.94</b>		
<b>AUTOMOTIVE SUPPLY CO</b>				
60889718 BATTERIES #3622		414.32	12/20	101-53330-225
60889722 PLASTIC SQUEEGEE		4.87	12/20	101-53330-218
60889796 SWAY BAR SQUAD #89		72.30	12/20	101-53330-225
CM208015 CORE DEPOSIT RETURN		18.00-	12/20	101-53330-225
<b>Total AUTOMOTIVE SUPPLY CO:</b>		<b>473.49</b>		
<b>CAROW LAND SURVEYING CO INC</b>				
12180 CONSTRUCTION STAKES		115.00	12/20	101-51415-218
<b>Total CAROW LAND SURVEYING CO INC:</b>		<b>115.00</b>		
<b>CITY OF APPLETON</b>				
5750 DECEMBER WEIGHTS & MEASURES		580.00	12/20	101-52050-204
<b>Total CITY OF APPLETON:</b>		<b>580.00</b>		
<b>CONWAY SHIELD</b>				
467033 GOLD PARTICULATE COVERAGE HOODS		532.50	12/20	101-52200-213
<b>Total CONWAY SHIELD:</b>		<b>532.50</b>		
<b>DISTRICT 2, INC.</b>				
3033 FIRE HELMET BADGE		45.20	11/20	101-52200-302
3043 JANESVILLE TURNOUT COAT & PANTS		9,815.00	12/20	101-52200-213

Invoice	Description	Total Cost	Period	GL Account
Total DISTRICT 2, INC.:		9,860.20		
DONALD HIETPAS & SONS INC.				
120220 FABRICATED VALVE BOX ON ROSE HILL @ JOYC		1,675.38	12/20	620-53644-251
120220-1 REPAIRED SANITARY SEWER ON HWY OO		5,168.89	12/20	610-53612-204
Total DONALD HIETPAS & SONS INC.:		6,844.27		
FASTENAL COMPANY				
WIKIM260127 HARDWARE & FASTENERS		421.10	12/20	620-53634-255
WIKIM260227 CAP SCREWS & HEX BOLTS		14.45	12/20	620-53634-255
WIKIM260249 SOCKET ADAPTERS		12.60	12/20	620-53634-255
Total FASTENAL COMPANY:		448.15		
FIRELINE SPRINKLER CORP				
6007-20 ANNUAL FIRE SPRINKLER INSPECTION		180.00	12/20	101-53310-204
Total FIRELINE SPRINKLER CORP:		180.00		
FLY-ME FLAG LLC				
5657 SET OF KEYS		11.30	11/20	202-51960-301
Total FLY-ME FLAG LLC:		11.30		
FRANKLIN HIGH SCHOOL DANCE TEAM				
INVITE 2021 C-STARS REGISTRATION FEE		230.00	12/20	101-55300-218
Total FRANKLIN HIGH SCHOOL DANCE TEAM:		230.00		
GARROW OIL				
NOVEMBER 2020 OFF ROAD DIESEL		333.29	12/20	630-53442-247
NOVEMBER 2020 OFF ROAD DIESEL		189.89	12/20	101-55200-247
NOVEMBER 2020 OFF ROAD DIESEL		1.36	12/20	101-55440-247
NOVEMBER 2020 OFF ROAD DIESEL		.34	12/20	610-53612-247
NOVEMBER 2020 OFF ROAD DIESEL		.19	12/20	620-53644-247
NOVEMBER 2020 OFF ROAD DIESEL		23.81	12/20	101-53330-217
Total GARROW OIL:		548.88		
GOLD CROSS AMBULANCE INC				
6493 MEDICAL SUPPLIES		32.85	11/20	207-52120-213
Total GOLD CROSS AMBULANCE INC:		32.85		
GRAEF				
112975 FOX RIVER BOARDWALK-DETAILED DESIGN		19,340.25	12/20	420-57620-277
Total GRAEF:		19,340.25		
GRAINGER				
9721650365 AIR FILTERS		269.26	11/20	101-51650-245
9722796522 AIR FILTERS		139.16	11/20	206-55110-245
9723826393 CORDLESS ANGLE GRINDER KIT/SAW KIT		207.00	11/20	206-55110-244
9723826393 CORDLESS ANGLE GRINDER KIT/SAW KIT		207.00	11/20	101-51650-244
9727786411 CORDLESS ANGLE GRINDER KIT		92.75	11/20	206-55110-244

Invoice	Description	Total Cost	Period	GL Account
9727786411	CORDLESS ANGLE GRINDER KIT	92.74	11/20	101-51650-244
9727786429	BATTERY & CHARGER	137.72	11/20	206-55110-244
9727786429	BATTERY & CHARGER	137.71	11/20	101-51650-244
CM9725828249	RETURNED MERCHANDISE	109.50-	11/20	206-55110-244
CM9725828249	RETURNED MERCHANDISE	109.50-	11/20	101-51650-244
Total GRAINGER:		1,064.34		
HAWKINS INC				
4833991	AZONE	371.50	12/20	620-53634-214
4833991	SODIUM SILICATE	1,474.68	12/20	620-53634-220
Total HAWKINS INC:		1,846.18		
HORTONVILLE HIGH SCHOOL				
INVITE 2021 C-STARS REGISTRATION FEES		278.00	12/20	101-55300-218
Total HORTONVILLE HIGH SCHOOL:		278.00		
JOE'S POWER CENTER				
83794	STRING TRIMMER	429.95	12/20	630-53444-221
83846	LINE FOR TRIMMER	11.95	12/20	630-53444-218
Total JOE'S POWER CENTER:		441.90		
JX ENTERPRISES INC				
2455415P	COOLANT SENSOR #6	58.99	12/20	101-53330-225
2455438P	FUEL CAP #30	53.99	12/20	101-53330-225
Total JX ENTERPRISES INC:		112.98		
KAUKAUNA HIGH SCHOOL				
INVITE 2021 C-STARS REGISTRATION FEES		297.00	12/20	101-55300-218
Total KAUKAUNA HIGH SCHOOL:		297.00		
KITTEL, DAVID				
11/20 REIMBURSE REIMBURSE WAAO MEETING		26.65	12/20	101-51530-201
Total KITTEL, DAVID:		26.65		
MCC INC				
260200 CONCRETE BLOCKS		1,050.00	12/20	630-53442-301
Total MCC INC:		1,050.00		
O'REILLY AUTOMOTIVE INC				
2043-242266	REPAIR KIT #29	14.99	12/20	101-53330-225
2043-245721	WIPER BLADES FOR SQUAD #95	50.29	12/20	207-52120-247
Total O'REILLY AUTOMOTIVE INC:		65.28		
OUTAGAMIE COUNTY TREASURER				
16080	NOVEMBER SANITATION FEES	13,269.06	12/20	201-53620-204
16080	RESIN OF SALT REMAINS	1,817.34	12/20	620-53634-255

Invoice	Description	Total Cost	Period	GL Account
Total OUTAGAMIE COUNTY TREASURER:		15,086.40		
SPEEDY CLEAN DRAIN & SEWER 71679 TELEVISE SANITARY LINE		1,855.00	12/20	610-53612-204
Total SPEEDY CLEAN DRAIN & SEWER:		1,855.00		
SPLENDID CLEANING SERVICE LLC 10577 MONTHLY CLEANING-LCFD 10577 MONTHLY CLEANING-METRO		200.00 795.00	12/20 12/20	101-52250-243 207-52120-243
Total SPLENDID CLEANING SERVICE LLC:		995.00		
SSC SERVICE SOLUTIONS 5463400005 MONTHLY CLEANING-CIVIC CENTER 5463500005 MONTHLY CLEANING-VILLAGE HALL 5463600005 MONTHLY CLEANING-MUNICIPAL GARAGE		1,073.00 1,340.00 454.00	12/20 12/20 12/20	206-55110-243 101-51650-243 101-53310-243
Total SSC SERVICE SOLUTIONS:		2,867.00		
STAPLES ADVANTAGE 3463162727 YELLOW CARD STOCK 3463162729 WIRELESS COMPUTER MOUSE 3463162730 BINDERS 3463921431 MAILING LABELS		10.81 10.62 59.58 11.98	12/20 12/20 11/20 12/20	101-53310-206 101-53310-206 101-51440-206 101-53310-206
Total STAPLES ADVANTAGE:		92.99		
TEAM SPORTING GOODS AAF017703 FOOTBALL HELMET RECONDITIONING AAF017708 FOOTBALL HELMETS WITH GUARDS AAF017709 SHOULDER PADS AAF017991 FOOTBALL HELMET RECONDITIONING		1,106.40 3,040.00 958.80 169.80	11/20 11/20 11/20 11/20	101-55460-225 101-55460-225 101-55460-225 101-55460-225
Total TEAM SPORTING GOODS:		5,275.00		
TRANSAMERICA LIFE INSURANCE COMPANY 2503996180 DECEMBER BILLING		467.36	12/20	101-21364
Total TRANSAMERICA LIFE INSURANCE COMPANY:		467.36		
UNIFIRST CORPORATION 0970321625 SHIRTS/PANTS 0970321625 LAUNDRY BAGS/WIPERS 0970322072 SHIRTS/PANTS 0970322072 LAUNDRY BAGS/WIPERS		4.51 15.50 4.51 15.50	11/20 11/20 12/20 12/20	101-53330-213 101-53330-218 101-53330-213 101-53330-218
Total UNIFIRST CORPORATION:		40.02		
UNIFORM SHOPPE 305309 UNIFORM-ULLMAN		216.90	11/20	207-52120-212
Total UNIFORM SHOPPE:		216.90		
VAN HANDEL, DEBRA 122520 REFUND RENTAL FEE-EVENT CANCELLED DUE T		125.00	12/20	208-34401

Invoice	Description	Total Cost	Period	GL Account
122520	SECURITY DEPOSIT REFUND-EVENT CANCELLED	100.00	12/20	208-21235
<b>Total VAN HANDEL, DEBRA:</b>		<b>225.00</b>		
<b>VORPAHL FIRE AND SAFETY</b>				
215309150	CALIBRATE AIR MONITOR	29.25	12/20	610-53612-213
215309150	CALIBRATE AIR MONITOR	29.25	12/20	630-53442-213
215309150	CALIBRATE AIR MONITOR	6.50	12/20	204-55420-213
<b>Total VORPAHL FIRE AND SAFETY:</b>		<b>65.00</b>		
<b>WELLS FARGO FINANCIAL LEASING</b>				
5012943266	DECEMBER COPIER LEASE	803.15	12/20	101-51650-207
5012943266	DECEMBER COPIER LEASE	450.00	12/20	101-53310-207
<b>Total WELLS FARGO FINANCIAL LEASING:</b>		<b>1,253.15</b>		
<b>WISCNET</b>				
16857	3RD QTR NETWORK ACCESS 7/1/20 - 9/30/20	750.00	11/20	207-52120-204
16857	3RD QTR NETWORK ACCESS 7/1/20 - 9/30/20	750.00	11/20	404-57190-208
<b>Total WISCNET:</b>		<b>1,500.00</b>		
<b>WITTMANN, STEVE</b>				
12/20 REIMBURSE	REIMBURSE ICE MACHINE PARTS	18.52	12/20	101-52200-218
<b>Total WITTMANN, STEVE:</b>		<b>18.52</b>		
<b>Grand Totals:</b>		<b>89,806.64</b>		

**Report GL Period Summary**

Vendor number hash: 161027  
 Vendor number hash - split: 232987  
 Total number of invoices: 66  
 Total number of transactions: 86

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	89,806.64	89,806.64
<b>Grand Totals:</b>	<b>89,806.64</b>	<b>89,806.64</b>

**Report Criteria:**

Invoice Detail.Voided = {=} FALSE

**LCFD Incident Report**  
**November 2020**  
**Number of responses: 10**  
**Last years: 15**  
**YTD: 140**

- 11/02/2020** **12:19** **Wire down on Sanatorium Road, approx. ½ a block south of Main Street, east side of road, found a cable wire and zip tied it to the telephone pole**  
**Engine 3621, Car 3632**  
**#20LC00131**
- 11/05/2020** **08:23** **Vehicle accident scene safety-located in front of the Moto Mart on Madison Street.**  
**Engine 3621, Car 3632**  
**#20LC00132**
- 11/07/2020** **14:48** **Vehicle fire on Southbound off ramp from I-41 to County Road N, vehicle was overheating.**  
**Engine 3621, Car 3632**  
**#20LC00133**
- 11/18/2020** **12:09** **Vehicle accident scene safety @ E. Elm Drive & Taylor Street, 2 vehicle accident struck fire hydrant**  
**Engine 3621, Car 3632**  
**#20LC00134**
- 11/21/2020** **02:46** **Vehicle fire-vehicle fully engulfed @ 2208 Golden Gate Drive**  
**Engine 3621, Truck 3641, Car 3632**  
**#20LC00135**

- 11/22/2020      14:09 Burning complaint @ 533 Harrison Street, occupant burnt some leaves starting a campfire, advised of ordinance  
Engine 3621, Car 3632  
#20LC00136**
- 11/23/2020      07:32 Vehicle rollover, scene safety I-41 North, past Rosehill Road  
Engine 3621, Car 3632  
#20LC00137**
- 11/26/2020      22:40 Vehicle accident scene safety/accident cleanup North Avenue/441 intersection  
Engine 3621, Truck 3641, Car 3632  
#20LC00138**
- 11/28/2020      22:21 Structure fire 314 Cherry Lane (Unit H) investigated found a burnt food on stove, occupant tried extinguishing with a rag which caught on fire  
Engine 3621, Truck 3641, Squad 3671, Car 3632  
#20LC00139**
- 11/30/2020      Power pole fire @ 620 W. Main Street, ground wire near base of pole on fire, stand by until Kaukauna Utilities arrived, extinguished when pole was de-energized  
Engine 3621, Car 3632  
#20LC00140**

# VILLAGE OF LITTLE CHUTE MONTHLY REPORT – NOVEMBER 2020



## ***Little Chute***

ESTABLISHED 1848

November 2020

Village Administrator Report to the Board of Trustees

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

## VILLAGE OF LITTLE CHUTE MONTHLY REPORT – NOVEMBER 2020

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

As we continue this effort, the style and metrics will be fine-tuned to better capture operational aspects that will serve staff, the board and public with a more robust understanding of operations. Ultimately, this information can be used to assist in policy and fiscal decisions on the future of Village operations. New in 2020, we will be including data and information from the Little Chute Fire Department and an overview of the monthly financial statements for all Village of Little Chute accounts.

Ultimately, it is our intention to show how our dedicated team of individuals serve the community while also indicating a monthly snapshot of the fiscal well-being for the Village of Little Chute.

If you have any questions or suggestions, please contact us!

### Department Overview

The report will track monthly activities for the following:

- Village Administrator
- Clerk
- Community Development
- Finance Department
- Little Chute Fire Department
- Fox Valley Metro Police Department
- Kimberly/Little Chute Library
- Parks, Recreation and Forestry Department
- Department of Public Works
- Engineering Department
- Monthly Consolidated Financial Statement by Account – Added as a feature in June of 2020

### Questions or Comments

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

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

# Village Administrator

## HIGHLIGHTS

- The Board of Trustees worked on the following items in the month of November:
  - At the November 4<sup>th</sup> Regular Board Meeting, the board held a public hearing, adopted the 2021 Budget, discussed changes to the right of way permitting rules, and approved forming a Transportation Funding Working Group.
  - At the November 11<sup>th</sup> Committee of the Whole meeting, the board received a presentation from TDS regarding a fiber project in the community and approved the bid for the Downtown Storm Sewer along with an alternate bid for Lyle Street Storm Sewer work.
  - At the November 18<sup>th</sup> Regular Board Meeting, the board approved a site plan for a new development in the Industrial Park.
- Assisted the Clerk's office with some final election day efforts. The Clerk's office and election officials did a phenomenal job in executing a very busy election day.
- Thanks to the work of the Finance Director and other Department Heads, made a final presentation on the 2021 Budget to the Board of Trustees at a Public Hearing.
- Continued to work with staff on an effective resolution to a billing issue with Outagamie County Landfill.
- Worked with all departments and staff on ensuring that essential operations are preserved while safeguarding the public and staff from COVID 19. We are maintaining an active resource page for residents related to our COVID-19 response here: <https://www.littlechutewi.org/624/Response-to-COVID-19>
- Worked with department heads on several advantageous developments.
- Conducted the annual organizational survey of all staff as part of the annual review process.
- The Board Room was equipped with new audio-visual capabilities that will assist in more efficient virtual meetings.
- Worked with the new Library Director of the Little Chute Library on efforts related to the Little Chute Public Library.

## TOP PRIORITIES FOR DECEMBER

- Continue to work with staff and various developers on projects of interest within the Village of Little Chute.
- Ensure the staff of the Village of Little Chute have the tools and support they need to continue delivery of essential services in the face of COVID 19 matters.
- Continue working with County officials on resolving the leachate billing matter at the Outagamie County Landfill.
- Finalize 2020 personnel reviews along with presenting the 2020 organizational survey to all stakeholders.
- Prepare for meetings related to the Transportation Funding Working Group.
- Outline the 2021-2025 Strategic Planning Process to the Board of Trustees.
- Host a virtual end of year staff meeting for all staff. Thanks to the Clerk's office for planning a COVID safe holiday lunch for staff!
- Present for Board of Trustees:
  - Discussion regarding OC Landfill and residential odor concerns
  - DRAFT Financial Policies at the recommendation from the Finance Director
  - Approve ordinance related changes to right of way permits and various animal ordinances
  - Present resolutions to authorize the acquisition of various parcels within the village
  - Adopt a resolution restating the Robert A. Nechodom Good Citizenship Award
  - Budget adjustment to reflect previously approved efforts for the revaluation
  - Propose soil study on a village owned parcel
  - Present an overview of personnel and organizational reviews to the Board of Trustees

# Clerk

## HIGHLIGHTS

November 3 General Election was a record setter. The Village of Little Chute saw: 2,843 mailed absentee ballots, 1,552 in-person early absentee voters, 2,040 voters on election day, with 466 Election Day Registrations. A total of 6,435 votes were recorded out of 7,329 total registered voters, which is 87.8% voter participation for Little Chute. Needless to say, it was an extremely busy and challenging time. Our hard work and dedication to detail and planning allowed us to execute a smooth and fair election. We were able to have election day results tabulated and sent over to county by 9:30pm. This was all possible thanks to our dedicated staff and volunteers. The fun didn't stop on election day, election materials had to be delivered to county, poll books reconciled and EDRs entered. It's been a long and stressful process but also very rewarding to see the end of the 2020 Election Cycle draw near. We have been working on the Winter Newsletter, which will be mailed out to all residents in early December. We are also looking forward to planning a COVID-19 Christmas lunch for all staff.

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

- Facilitating November 3 General Election
- Send out and process Absentee Ballots for November General Election
- Preparations and planning for General Election
- Printed Poll Books and Registered Voter listings
- Finalized Poll Worker schedule and training
- Shared data from social media sites
- Agendas/Minutes for meetings
- Continued maintenance of the Village Website and social media outlets
- Ongoing phone/supply ordering support
- Civic Center/Village Hall rentals, and processing of cancelations and refunds
- Operator License Renewals
- Plan Holiday Lunch following COVID-19 guidelines
- Design and Plan for Winter Village Newsletter

Goals for December:

- Begin planning for 2021 Elections
- Plan and organize Holiday Luncheon
- Agendas/Minutes for meetings
- Share data from social media sites
- Maintenance of the Village Website and social media outlets
- Ongoing phone/supply ordering support
- Civic Center/Village Hall rentals
- Publish and print Village Winter Newsletter, mail to all residents

## Village of Little Chute Website and Social Media Metrics - November 2020

	This Month	This Month Last Year	% Change	Year to Date	Last Year to Date	% Change
<b>Website Visits</b>	10,455	11,078	-5.96%	124,508	139,426	-11.98%
<b>Website Page Views</b>	14,205	11,712	17.55%	181,329	176,800	2.50%
<b>Facebook Likes</b>	4,408	3,752	14.88%	45,670	38,618	15.44%
<b>Facebook Reach</b>	26,008	52,341	-101.25%	696,302	697,776	-0.21%
<b>Village Hall Blog View</b>	301	706	-134.55%	3,803	6,755	-77.62%
<b>Instagram Followers</b>	664	534	19.58%	664	534	19.58%
<b>Twitter Followers</b>	429	391	8.86%	429	391	8.86%
<b>Twitter Impressions</b>	283	771	-172.44%	7,704	6,799	11.75%

# Community Development

## HIGHLIGHTS

- Met with Commercial Developers regarding sites and TIF in village.
- Continued Inspections of homes, apartments, and commercial projects.
- Discussions with architects regarding new projects.
- Met with local Business Owner
- Hosted the Fox Cities Economic Development Professionals monthly meeting
- Completed Site plan review for 2 projects
- Completed continuing education classes
- Completed 2020 Assessor school

## TOP PRIORITIES FOR DECEMBER

- Meet with builders and owners about upcoming commercial projects.
- Work with developers regarding Commercial/Industrial projects.
- Continued Inspections of homes, apartments, industrial and commercial projects.
- Assist developers, surveyors, and realtors with zoning requirements.
- Update more permits/ Website and investigate new Permit program
- Improve Site review process (on going project)
- Meet with more Local Businesses to collect information on potential needs for the community/business
- Investigate more efficient permitting process/program
- Finalize a Development Information Packet

## COMMUNITY DEVELOPMENT NOVEMBER DATA

Community Development Department 2020 Permit Data				
	November-02	2020 Totals	2019 Totals	2018 Totals
Permits Issued	36	591	667	622
Property Complaints	0	21	31	61
Property/Field Inspections	79	654	912	929
Letters Sent	0	7	0	0
Action Corrected	0	10	13	44
Referred for Action	0	5	0	7
Ongoing	1	22	36	16

Community Development Department 2020 Permit Data				
	November-20	2020 Totals	2019 Totals	2018 Totals
Permits Issued	36	591	717	622
Permit Fees	\$3,820	\$239,438	\$108,776	\$257,754
Permit Value	\$1,230,249	\$44,985,432	\$35,228,147	\$47,343,017

## Current Development Projects – November 2020



**BRIDGE WATER PHASE II APARTMENTS 6 OF 12 COMPLETED**



**HOTEL 1<sup>ST</sup> FLOOR FRAMED IN NOVEMBER, 2<sup>ND</sup> FLOOR UNDERWAY**



**COUNTRY VILLA ALL ENCLOSED INTERIOR WORK BEGINNING**

# Finance Department

## HIGHLIGHTS

- 2021 Budget adopted, posted on the website, and uploaded into the general ledger system.
- Uploaded all special assessment installments for the 2020 tax roll including any delinquent accounts receivable invoices that were property related.
- 3,957 utility bills created, 67 service orders (Final Reads, High/Low Reads, Meter Installations) created/coordinated with MCO and 250 Landlord notices mailed for tenant delinquency notification, 638 ratepayers opted out of postcard billing, 1,545 ratepayers utilized PSN and 636 ACH for payments in November.
- Applied tax certification penalty on November 4 (1<sup>st</sup> was a Sunday) for the delinquent accounts eligible to roll to taxes then left collection open as required by Statute until November 16 (15<sup>th</sup> was a Sunday). Completed upload to the County system for tax bill creation on November 18<sup>th</sup>. This is the first time the Village followed the two-step process as detailed in the statutes as in past completed all on one date.
- Successful migration of utility customers on equal pay to other available options.
- Calculated tax rates and provided applicable information to the County allowing the Village to have the tax bills mailed on November 30<sup>th</sup>. Having the bills out early along with encouraging contactless payments will hopefully aid in providing a safe environment for citizens and employees during a high customer contact time.
- Completed all staff evaluations and started process to update outdated job descriptions.

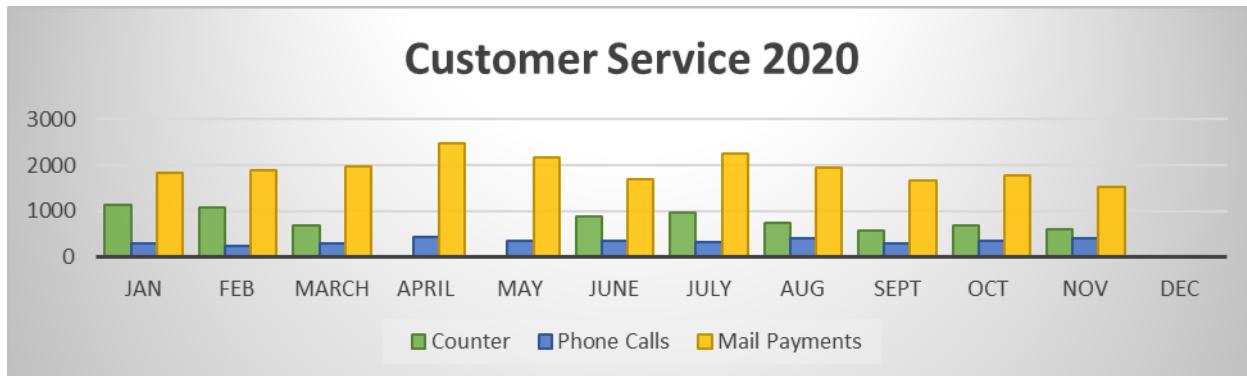
## TOP PRIORITIES FOR DECEMBER

- Working on evaluation of cell/landline phone, internet, and copier/scanner devices to determine if duplication of any services exist along with potential to consolidate services for greater cost efficiencies (Carryover from previous month due to higher priorities)
- Complete enrollment for new program supported by the League “Rebound” that assists guiding workers through complex medical system to heal more quickly saving time and money for all stakeholders. Integration with our workers compensation process. This program is available to employees for on and off the job injuries.
- Property and Liability Insurance Renewal
- Several State filings required: Statement of Taxes, Levy Limit Worksheet, Expenditure Restraint, Tax Incremental Worksheet
- Prepare for preliminary audit fieldwork scheduled on December 14-15.
- Present financial policies to the Village Board for consideration.

## CONTINUOUS IMPROVEMENT EFFORTS

- Trained the Customer Service Clerk on the special assessment tax roll process that she will take over. The Village of Little Chute now has a primary and back-up trained for this vital function.
- Continued efforts to analyze and determine collectability of deferred special assessments including better documentation in the system of historical information plus updating for changes over the past year.
- Completed the purge of cash receipting in the general ledger system that had not been done since 2011 which will enhance speed of system as was bogged down with voluminous data.

## NOVEMBER DATA AND FINANCIALS



### PERFORMANCE MEASUREMENTS

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>Target 2020</u>
# months bank reconciliation completed timely	0	0	7	12
# of stale checks outstanding	NM	NM	57	22
Custodial credit risk	\$12.3K	\$6.1K	\$.3K	\$0
% of customers paying online	NM	NM	42%	55%
Continuous improvement initiatives	NM	NM	25	10
Number of special assessment billings	277	296	67	125
Average number of monthly utility bills	4,076	4,052	4,033	4,050
Annual number of utility work orders	952	1,093	920	950
Annual tax certification letters	507	483	540	774
General obligation bond rating	Aa3	Aa3	Aa3	Aa2
# of auditor's compliance issues	NM	6	2	0
% of time monthly financials closed within 15 days	NM	NM	58%	90%
% of staff adequately trained/cross trained	NM	NM	70%	100%

NM=New Measure

	NOVEMBER	YTD 2020	BUDGET 2020	VARIANCE	% OF BUDGET
<b>GENERAL FUND</b>					
Taxes	2,715.18	956,864.21	960,150.00	(3,285.79)	99.66%
Total Licenses and Permits	14,472.00	185,727.26	124,760.00	60,967.26	148.87%
Intergovernmental Aid	1,290,166.52	2,581,376.59	2,416,400.00	164,976.59	106.83%
Public Charges for Service	2,472.11	104,467.43	137,328.00	(32,860.57)	76.07%
Fines and Forfeitures	6,548.30	70,051.90	91,000.00	(20,948.10)	76.98%
Total Interest	1,907.48	44,388.11	96,837.00	(52,448.89)	45.84%
Miscellaneous Revenue	26,859.23	182,525.96	158,856.00	23,669.96	114.90%
Other Financing Sources	18,196.37	200,161.40	217,700.00	(17,538.60)	91.94%
<b>Total General Fund Revenue</b>	<b>1,363,337.19</b>	<b>4,325,562.86</b>	<b>4,203,031.00</b>	<b>122,531.86</b>	<b>102.92%</b>
Village Board	2,670.13	64,939.04	77,141.00	(12,201.96)	84.18%
Administration	9,189.40	96,325.81	122,154.00	(25,828.19)	78.86%
Engineering & GIS	2,285.62	23,736.38	92,938.00	(69,201.62)	25.54%
Finance	14,382.66	176,473.81	220,959.00	(44,485.19)	79.87%
Clerk	18,629.47	158,417.58	168,150.00	(9,732.42)	94.21%
Community Development - Assessing	5,184.08	125,491.45	117,364.00	8,127.45	106.92%
Village Hall	7,217.52	66,369.00	69,116.00	(2,747.00)	96.03%
Municipal Court	4,362.35	54,267.18	65,897.00	(11,629.82)	82.35%
Unallocated	8,088.09	55,486.77	221,932.00	(166,445.23)	25.00%
Insurance	7,072.42	188,092.26	267,384.00	(79,291.74)	70.35%
Village Promotion and Goodwill	341.51	45,177.74	52,064.00	(6,886.26)	86.77%
Inspections	8,454.27	100,641.51	115,232.00	(14,590.49)	87.34%
Fire Operations	6,510.55	193,242.13	295,859.00	(102,616.87)	65.32%
Fire Allocated	27,814.92	327,924.00	364,070.00	(36,146.00)	90.07%
Crossing Guards	8,494.81	71,735.44	89,135.00	(17,399.56)	80.48%
Public Works Administration	1,130.47	13,788.02	29,947.00	(16,158.98)	46.04%
Street Repair and Maintenance	34,777.36	505,741.92	651,284.00	(145,542.08)	77.65%
Public Works Support Services	3,498.89	40,458.96	45,256.00	(4,797.04)	89.40%
Public Works Vehicle Maintenance	6,381.24	120,012.34	177,179.00	(57,166.66)	67.74%
Snow and Ice Control	3,483.90	147,308.63	244,895.00	(97,586.37)	60.15%
Weed Control	200.16	7,134.44	18,301.00	(11,166.56)	38.98%
Recycling	5,558.79	45,080.78	51,195.00	(6,114.22)	88.06%
Park	17,657.07	306,855.46	398,128.00	(91,272.54)	77.07%
Recreation	15,255.87	227,949.13	308,655.00	(80,705.87)	73.85%
Forestry	9,310.24	219,908.36	154,233.00	65,675.36	142.58%
Youth Football	5,398.46	13,887.06	15,100.00	(1,212.94)	91.97%
Community Band	-	1,530.48	6,100.00	(4,569.52)	25.09%
Economic Development	-	4,229.56	7,600.00	(3,370.44)	55.65%
Transfers	-	-	-	-	#DIV/0!
<b>Total General Fund Expenses</b>	<b>233,350.25</b>	<b>3,402,205.24</b>	<b>4,447,268.00</b>	<b>(1,045,062.76)</b>	<b>76.50%</b>
<b>GENERAL FUND NET REVENUES (EXPENSES)</b>	<b>1,129,986.94</b>	<b>923,357.62</b>	<b>(244,237.00)</b>	<b>1,167,594.62</b>	
<b>SANITATION</b>					
Sanitation Revenues	48,339.44	519,244.44	514,200.00	(5,044.44)	100.98%
Sanitation Expenses	48,168.95	432,444.59	509,346.00	(76,901.41)	84.90%
<b>SANITATION NET REVENUES (EXPENSES)</b>	<b>170.49</b>	<b>86,799.85</b>	<b>4,854.00</b>	<b>71,856.97</b>	

	NOVEMBER	YTD 2020	BUDGET 2020	VARIANCE	% OF BUDGET
<b>FIRE EQUIPMENT DONATION</b>					
Fire Equipment Donation Revenues	149.76	83,638.02	82,350.00	1,288.02	101.56%
Flag Pole Memorial Expenses	32.40	1,468.15	2,100.00	(631.85)	69.91%
<b>FIRE EQUIPMENT DONATION NET REVENUES (EXPENSES)</b>	<b>117.36</b>	<b>82,169.87</b>	<b>80,250.00</b>	<b>1,919.87</b>	
<b>AQUATICS</b>					
Aquatics Revenue	18.53	157,333.02	173,794.00	(16,460.98)	90.53%
Aquatics	1,681.14	132,504.71	173,794.00	(41,289.29)	76.24%
<b>AQUATICS NET REVENUES (EXPENSES)</b>	<b>(1,662.61)</b>	<b>24,828.31</b>	<b>-</b>	<b>24,828.31</b>	
<b>LIBRARY/CIVIC CENTER</b>					
Library/Civic Center Revenues	107.37	441,635.84	429,520.00	12,115.84	102.82%
Library/Civic Center	9,401.94	402,491.01	489,520.00	(87,028.99)	82.22%
<b>LIBRARY/CIVIC CENTER NET REVENUES (EXPENSES)</b>	<b>(9,294.57)</b>	<b>39,144.83</b>	<b>(60,000.00)</b>	<b>99,144.83</b>	
<b>CONSOLIDATED POLICE SERVICES</b>					
Consolidated Police Services Revenue	23,218.10	3,457,181.38	3,477,028.00	(19,846.62)	99.43%
Police Services Consolidated	247,677.07	2,968,216.99	3,477,028.00	(508,811.01)	85.37%
<b>CONSOLIDATED POLICE SERVICES NET REVENUES (EXPENSES)</b>	<b>(224,458.97)</b>	<b>488,964.39</b>	<b>-</b>	<b>488,964.39</b>	
<b>VAN LIESHOUT RECREATION CENTER</b>					
Van Lieshout Rec Center Revenues	165.00	4,331.05	14,750.00	(10,418.95)	29.36%
Van Lieshout Rec Center Expenses	469.95	22,482.64	30,766.24	(6,829.60)	73.08%
<b>VAN LIESHOUT NET REVENUES (EXPENSES)</b>	<b>(304.95)</b>	<b>(18,151.59)</b>	<b>(16,016.24)</b>	<b>(3,589.35)</b>	
<b>PROMOTIONAL FUND</b>					
Promotional Fund Revenues	2,177.55	7,567.50	18,400.00	(10,832.50)	41.13%
Promotional Fund Expenses	-	13,659.80	17,800.00	(4,140.20)	76.74%
<b>PROMOTIONAL NET REVENUES (EXPENSES)</b>	<b>2,177.55</b>	<b>(6,092.30)</b>	<b>600.00</b>	<b>(6,692.30)</b>	
<b>SPECIAL ASSESSMENTS</b>					
Special Assessment Revenue	175,133.89	430,824.88	276,489.00	154,335.88	155.82%
Special Assessment Expense	171.89	602,081.12	601,650.00	431.12	100.07%
<b>SPECIAL ASSESSMENTS NET REVENUES (EXPENSES)</b>	<b>174,962.00</b>	<b>(171,256.24)</b>	<b>(325,161.00)</b>	<b>153,904.76</b>	
<b>EQUIPMENT REVOLVING FUND</b>					
Equipment Revolving Revenue	2,339.44	89,255.91	170,076.00	(80,820.09)	52.48%
Equipment Revolving Expenses	-	97,342.59	123,000.00	(25,657.41)	79.14%
<b>EQUIPMENT NET REVENUES (EXPENSES)</b>	<b>2,339.44</b>	<b>(8,086.68)</b>	<b>47,076.00</b>	<b>(55,162.68)</b>	

	NOVEMBER	YTD 2020	BUDGET 2020	VARIANCE	% OF BUDGET
<b>FACILITY AND TECHNOLOGY FUND</b>					
Facility and Technology Fund Revenues	17.69	74,744.68	73,250.00	1,494.68	102.04%
Facility and Technology Fund Expenditures	8,947.98	129,586.53	158,250.00	(28,663.47)	81.89%
<b>FACILITY AND TECHNOLOGY NET REVENUES (EXPENSES)</b>	<b>(8,930.29)</b>	<b>(54,841.85)</b>	<b>(85,000.00)</b>	<b>30,158.15</b>	
<b>TAX INCREMENT DISTRICT 4</b>					
Tax Increment District 4 Revenues	369.78	1,552,785.69	1,457,830.00	94,955.69	106.51%
Tax Increment District 4 Expenses	1,220.90	1,412,603.06	1,056,923.00	355,680.06	133.65%
<b>TAX INCREMENTAL DISTRICT 4 NET REVENUES (EXPENSES)</b>	<b>(851.12)</b>	<b>140,182.63</b>	<b>400,907.00</b>	<b>(260,724.37)</b>	
<b>TAX INCREMENT DISTRICT 5</b>					
Tax Increment District 5 Revenues	58.96	442,659.27	464,909.00	(22,249.73)	95.21%
Tax Increment District 5 Expenses	2,602.20	309,845.92	313,917.00	(4,071.08)	98.70%
<b>TAX INCREMENTAL DISTRICT 5 NET REVENUES OVER EXPENSES</b>	<b>(2,543.24)</b>	<b>132,813.35</b>	<b>150,992.00</b>	<b>(18,178.65)</b>	
<b>TAX INCREMENT DISTRICT 6</b>					
Tax Increment District 6 Revenues	2,583.42	5,898,171.84	2,317,617.00	3,580,554.84	254.49%
Tax Increment District 6 Expenses	31,467.22	973,914.82	3,035,669.00	(2,061,754.18)	32.08%
<b>TAX INCREMENTAL DISTRICT 6 NET REVENUES (EXPENSES)</b>	<b>(28,883.80)</b>	<b>4,924,257.02</b>	<b>(718,052.00)</b>	<b>5,642,309.02</b>	
<b>TAX INCREMENT DISTRICT 7</b>					
Tax Increment District 7 Revenues	-	93,325.56	97,612.00	(4,286.44)	95.61%
Tax Increment District 7 Expenses	2,660.62	117,263.22	155,630.00	(38,366.78)	75.35%
<b>TAX INCREMENTAL DISTRICT 7 NET REVENUES (EXPENSES)</b>	<b>(2,660.62)</b>	<b>(23,937.66)</b>	<b>(58,018.00)</b>	<b>34,080.34</b>	
<b>TAX INCREMENT DISTRICT 8</b>					
Tax Increment District 8 Revenues	857.49	2,015,020.59	614,600.00	1,400,420.59	327.86%
Tax Increment District 8 Expenses	7,996.41	158,597.22	775,273.00	(616,675.78)	20.46%
<b>TAX INCREMENTAL DISTRICT 8 NET REVENUES (EXPENSES)</b>	<b>(7,138.92)</b>	<b>1,856,423.37</b>	<b>(160,673.00)</b>	<b>2,017,096.37</b>	
<b>PARK IMPROVEMENT</b>					
Park Improvement Revenue	646,689.07	1,259,331.63	921,367.00	337,964.63	136.68%
Park Improvement Expenses	931,716.28	1,564,830.57	1,518,653.00	46,177.57	103.04%
<b>PARK IMPROVEMENTS NET REVENUES (EXPENSES)</b>	<b>(285,027.21)</b>	<b>(305,498.94)</b>	<b>(597,286.00)</b>	<b>291,787.06</b>	
<b>CAPITAL PROJECTS</b>					
Capital Projects Revenue	2,121.12	748,280.13	735,406.00	12,874.13	101.75%
Construction Projects	242,335.24	755,468.61	1,066,250.00	(310,781.39)	70.85%
Administration Capital Projects	16,014.05	207,593.22	209,720.00	(2,126.78)	98.99%
<b>TOTAL CONSTRUCTION EXPENSES</b>	<b>258,349.29</b>	<b>963,061.83</b>	<b>1,275,970.00</b>	<b>(312,908.17)</b>	<b>75.48%</b>
<b>CAPITAL PROJECTS NET REVENUES (EXPENSES)</b>	<b>(256,228.17)</b>	<b>(214,781.70)</b>	<b>(540,564.00)</b>	<b>325,782.30</b>	

	NOVEMBER	YTD 2020	BUDGET 2020	VARIANCE	% OF BUDGET
<b>SEWER</b>					
<b>Sewer Revenues</b>	<b>301,584.17</b>	<b>2,594,971.17</b>	<b>2,851,035.00</b>	<b>(256,063.83)</b>	<b>91.02%</b>
Sewer Capital	1,222.94	94,449.31	113,696.00	(19,246.69)	83.07%
Sewer Financing	21,545.77	235,184.74	231,853.00	3,331.74	101.44%
Sewer Treatment	148,099.62	1,633,599.34	1,701,600.00	(68,000.66)	96.00%
Sewer Collection	11,141.14	153,349.21	175,033.00	(21,683.79)	87.61%
Sewer Customer A/R	6,938.09	75,908.45	119,144.00	(43,235.55)	63.71%
Sewer Admin and General	10,810.68	122,336.78	153,405.00	(31,068.22)	79.75%
<b>TOTAL SEWER EXPENSES</b>	<b>199,758.24</b>	<b>2,314,827.83</b>	<b>2,494,731.00</b>	<b>(179,903.17)</b>	<b>92.79%</b>
<b>SEWER NET REVENUES (EXPENSES)</b>	<b>101,825.93</b>	<b>280,143.34</b>	<b>356,304.00</b>	<b>(76,160.66)</b>	
<b>WATER UTILITY</b>					
<b>Water Utility Revenues</b>	<b>202,430.79</b>	<b>2,146,723.15</b>	<b>2,325,196.00</b>	<b>(178,472.85)</b>	<b>92.32%</b>
Water Capital Projects	257,701.15	995,628.11	1,205,051.00	(209,422.89)	82.62%
Water Financing	52,607.64	625,333.02	716,265.00	(90,931.98)	87.30%
Water Source	2,896.45	21,942.34	140,343.00	(118,400.66)	15.63%
Pumping	16,975.49	184,152.75	223,079.00	(38,926.25)	82.55%
Water Treatment	39,234.96	331,758.15	484,619.00	(152,860.85)	68.46%
Water Distribution	116,935.13	501,620.60	427,163.00	74,457.60	117.43%
Customer A/R	5,375.34	47,495.35	56,600.00	(9,104.65)	83.91%
Admin and General	9,556.73	120,587.01	156,366.00	(35,778.99)	77.12%
<b>TOTAL WATER EXPENSES</b>	<b>501,282.89</b>	<b>2,828,517.33</b>	<b>3,409,486.00</b>	<b>(580,968.67)</b>	<b>82.96%</b>
<b>WATER NET REVENUES (EXPENSES)</b>	<b>(298,852.10)</b>	<b>(681,794.18)</b>	<b>(1,084,290.00)</b>	<b>402,495.82</b>	
<b>STORMWATER UTILITY</b>					
<b>Stormwater Revenue</b>	<b>100,245.32</b>	<b>1,235,120.83</b>	<b>1,317,845.00</b>	<b>(82,724.17)</b>	<b>93.72%</b>
Stormwater Capital Projects	3,322.24	543,853.15	954,527.00	(413,232.29)	56.98%
Storm Financing	36,219.13	452,799.54	474,646.00	(21,846.46)	95.40%
Storm Pond Maintenance	5,457.44	83,592.77	117,531.00	(33,938.23)	71.12%
Storm Collection	40,150.88	229,619.92	322,766.00	(93,146.08)	71.14%
Storm Customer A/R	3,190.65	39,897.25	44,125.00	(4,227.75)	90.42%
Storm Admin and General	19,646.41	188,595.36	210,202.00	(21,606.64)	89.72%
<b>TOTAL STORM EXPENSES</b>	<b>107,986.75</b>	<b>1,538,357.99</b>	<b>2,123,797.00</b>	<b>(587,997.45)</b>	<b>72.43%</b>
<b>STORMWATER NET REVENUES (EXPENSES)</b>	<b>(7,741.43)</b>	<b>(303,237.16)</b>	<b>(805,952.00)</b>	<b>505,273.28</b>	

Interest and Investment income decline result of market changes due to COVID-19

Cares Act Budget Adjustment will be brought forward in December or early January as just received the final payment December 9th

DNR Forestry Grant in process of being submitted for award received and budget entry will be presented upon finalization.

TID 4 Crosswinds Development Incentive more than budget as missed that was partial assessment in 2019, TID Revenue to offset

Landfill billing for Sewer Utility occurs on quarterly billing so October and November billing has not been completed yet

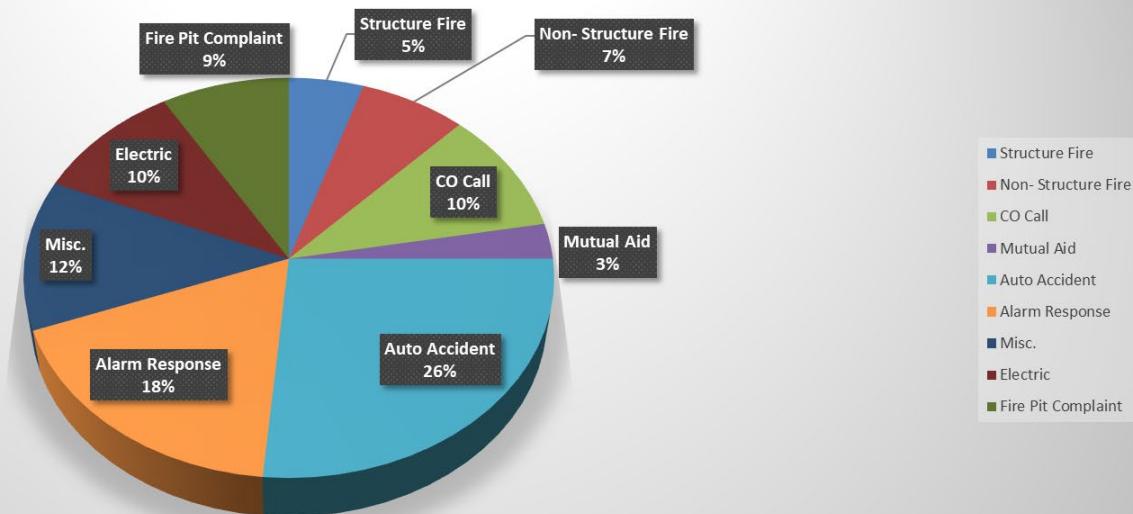
Reminder that capital assets are shown as expense in utilities until capitalized as part of year end audit preparation along with a few other annual processes

# Little Chute Fire Department

## Little Chute Fire Department - 2020 Calls for Service

	Structure Fire	Non-Structure Fire	CO Call	Mutual Aid	Auto Accident	Alarm Response	Misc.	Electric	Fire Pit Complaint	2020 Total Responses	2019 Total Responses	2018 Total Responses	2017 Total Responses	2016 Total Responses	2015 Total Responses
<b>2020 SUMMARY</b>	<b>7</b>	<b>10</b>	<b>14</b>	<b>4</b>	<b>37</b>	<b>25</b>	<b>17</b>	<b>14</b>	<b>12</b>	<b>140</b>	<b>202</b>	<b>165</b>	<b>172</b>	<b>155</b>	<b>132</b>
November 2020 Calls	1	3		4			1	1	1	10					

### Call by Type - January through November of 2020 (140 Responses Total)





## Fox Valley Metro Police Department

- Upcoming / recent meetings:
  - VOK Board Meeting 12/07/2020
  - Quad Communities Crime Stoppers 12/09/2020
  - Metro K-9 Foundation: 12/10/2020
  - WPPA/FVMPPA Meeting 12/15/2020
  - Metro Police Commission: 12/15/2020
  - Little Chute Board Meeting 12/16/2020
- On Monday, November 30th, the department received around 30 care bags from the Lights of Christmas Program. We also received hundreds of dollars' worth of gift cards that we can hand out to the less fortunate this holiday season.
- Officer Sam Gueli has tendered his resignation. His last day with Metro is January 1st. Gueli has accepted a position as an officer with the Appleton Police Department.
- The police commission approved a hiring process to fill the vacancy created by Gueli's resignation. Interviews of candidates are being conducted this week and the following week
- The safety building backup power generator project will not be done in 2020. Designated funds will need to be carried over into the 2021 budget for this project to be completed next year.
- On 12/02 we received our new squad car. This squad car is a first for Metro in that it is a hybrid Police Interceptor. The department has/had other hybrid fleet vehicles, but they were/are administrative, sedan vehicles. The car is expected to be upfitted in mid to late January.



- Metro is hosting a Stuff the Squad – Pet Supplies event on Saturday, December 12th from 11AM – 2PM at the police department. Donations will go to the Fox Valley Humane Association and other, local shelters. The K-9 foundation will also be participating. For more info visit our Facebook page.

## ACTIVITY / PERFORMANCE METRICS

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



# FOX VALLEY METRO POLICE DEPARTMENT

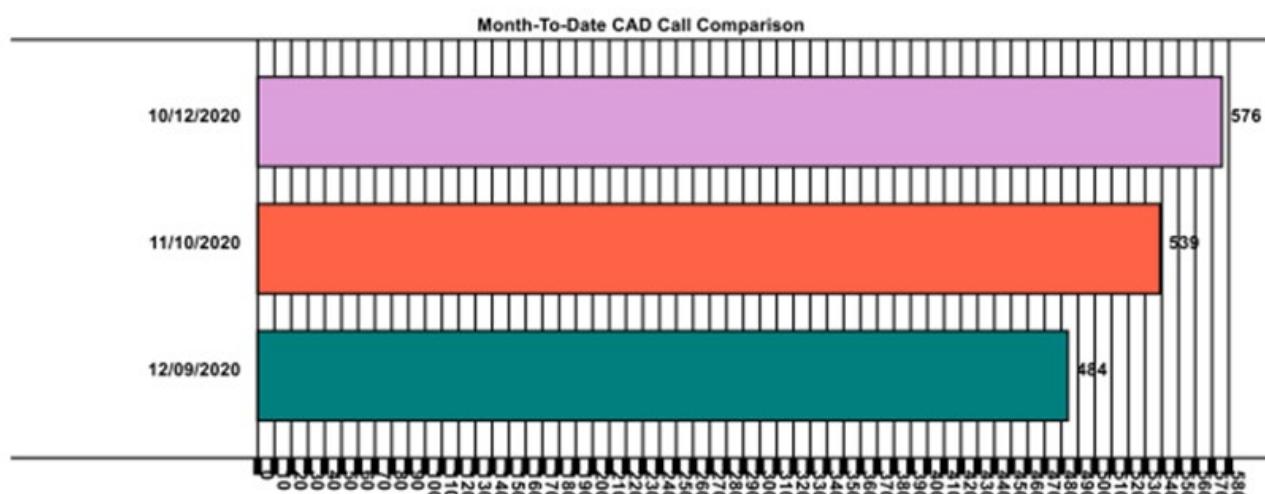
Month-to-Date CAD Call Detail

### Month-To-Date CAD Received Calls

Call Nature	11/1/2020	10/13/2020	1 mo %	09/14/2020	2 mo %
	to 12/09/2020:	to 11/10/2020:	change:	to 10/12/2020:	change:
911 Misdial	62	61	1.6%	55	12.7%
Abandoned Vehicle	1	7	-85.7%	4	-75.0%
Accident in a Parking Lot	0	5	-100.0%	3	-100.0%
Accident with Injury	0	1	-100.0%	0	N/A
Accident with Scene Safety	0	0	N/A	2	-100.0%
Alcohol Violations	1	0	N/A	0	N/A
Allergies A-Adam Response	0	0	N/A	1	-100.0%
Animal Bite	1	1	0.0%	0	N/A
Animal Call	13	11	18.2%	20	-35.0%
Assist Citizen or Agency	37	34	8.8%	34	8.8%
Back Problem C-CharlesResponse	0	1	-100.0%	1	-100.0%
Bicycle Stop	1	0	N/A	0	N/A
Bleeding D-David Response	0	2	-100.0%	0	N/A
Breathing Problem C-Charles	2	2	0.0%	0	N/A
Breathing Problem D-David	8	6	33.3%	7	14.3%
Burglary	0	1	-100.0%	2	-100.0%
Burns A-Adam Response	1	0	N/A	0	N/A
Carbon Monoxide Alarm	0	1	-100.0%	1	-100.0%
Chest Complaint C-Charles	1	0	N/A	0	N/A
Chest Complaint D-David	0	0	N/A	2	-100.0%
Choking A-Adam Response	1	0	N/A	0	N/A
Civil Process	2	2	0.0%	5	-60.0%
Crime Prevention	23	26	-11.5%	19	21.1%
Damage to Property	4	3	33.3%	10	-60.0%
Disturbance	7	14	-50.0%	12	-41.7%
Disturbance with a Weapon	0	1	-100.0%	0	N/A
Domestic Disturbance	3	5	-40.0%	1	200.0%
Domestic Disturbance w/Weapon	0	1	-100.0%	0	N/A
Drug Complaint	1	3	-66.7%	1	0.0%
Emergency Committal	0	1	-100.0%	0	N/A
Fainting C-Charles	1	1	0.0%	0	N/A

Falls A-Adam Response	2	2	0.0%	0	N/A
Falls B-Boy Response	0	1	-100.0%	0	N/A
Falls D-David Response	2	0	N/A	2	0.0%
Fingerprinting	0	1	-100.0%	0	N/A
Fire Alarm Commercial	2	3	-33.3%	4	-50.0%
Fire Alarm Residential	1	1	0.0%	0	N/A
Fire Unauthorized Burning	1	1	0.0%	2	-50.0%
Fire Vegetation or Grass	0	0	N/A	1	-100.0%
Fire Vehicle Small	1	1	0.0%	0	N/A
Follow Up	21	35	-40.0%	21	0.0%
Fraud Complaint	5	9	-44.4%	6	-16.7%
Graffiti Complaint	0	1	-100.0%	1	-100.0%
Harassment	9	4	125.0%	5	80.0%
Hazard in Roadway	6	10	-40.0%	8	-25.0%
Heart Problem C-Charles	0	1	-100.0%	0	N/A
Heart Problem D-David	0	1	-100.0%	1	-100.0%
Jail GPS Checks	19	17	11.8%	6	216.7%
Juvenile Complaint	7	4	75.0%	11	-36.4%
Law Alarms - Burglary Panic	3	7	-57.1%	6	-50.0%
Law Enforcement Medical	1	0	N/A	1	0.0%
Lost or Found Valuables	2	8	-75.0%	6	-66.7%
Medical Assistance No Injury	4	3	33.3%	2	100.0%
Medical Pre-Alert	3	5	-40.0%	3	0.0%
Motorist Assist	15	15	0.0%	21	-28.6%
Natural Gas or Propane Leak	0	0	N/A	1	-100.0%
Noise Complaint	4	1	300.0%	3	33.3%
Ordinance Violation	10	7	42.9%	5	100.0%
PNB B-Boy Response	1	0	N/A	0	N/A
PNB E-Edward Response	1	0	N/A	0	N/A
Parking Enforcement	8	6	33.3%	6	33.3%
Parking Request	1	1	0.0%	1	0.0%
Reckless Driving Complaint	12	16	-25.0%	27	-55.6%
Residence Lockout	3	1	200.0%	2	50.0%
Restraining Order Tracking	0	1	-100.0%	0	N/A
Retail Theft	0	1	-100.0%	1	-100.0%
Runaway Juvenile	1	3	-66.7%	1	0.0%
Scam	0	1	-100.0%	0	N/A
Seizure C-Charles Response	0	0	N/A	1	-100.0%
Sex Offense	1	0	N/A	1	0.0%
Sick A-Adam	2	1	100.0%	2	0.0%
Sick C-Charles	2	3	-33.3%	2	0.0%

Sick D-David	0	1	-100.0%	0	N/A
Stroke C-Charles	4	0	N/A	0	N/A
Structure Fire Smoke or Flame	1	4	-75.0%	0	N/A
Suspicious Incident	12	17	-29.4%	23	-47.8%
Suspicious Person	3	4	-25.0%	7	-57.1%
Suspicious Vehicle	2	6	-66.7%	8	-75.0%
Theft Complaint	2	5	-60.0%	11	-81.8%
Traffic Enforcement	1	1	0.0%	3	-66.7%
Traffic Stop	67	68	-1.5%	100	-33.0%
Transport	0	1	-100.0%	0	N/A
Transport Accident B-Boy	0	0	N/A	3	-100.0%
Transport Accident D-David	0	1	-100.0%	0	N/A
Traumatic Injuries A-Adam	1	0	N/A	0	N/A
Traumatic Injuries B-Boy	0	0	N/A	1	-100.0%
Traumatic Injuries D-David	0	0	N/A	1	-100.0%
Trespassing	1	0	N/A	1	0.0%
Truancy	0	2	-100.0%	3	-100.0%
Unconscious D-David	2	2	0.0%	2	0.0%
Unknown Problem B-Boy	0	0	N/A	1	-100.0%
Unlocked or Standing Open Door	2	4	-50.0%	1	100.0%
Vehicle Accident	17	12	41.7%	14	21.4%
Vehicle Lockout	7	9	-22.2%	5	40.0%
Vehicle Pursuit	0	0	N/A	1	-100.0%
Violation of Court Order	2	4	-50.0%	2	0.0%
Wanted Person or Apprehension	4	2	100.0%	5	-20.0%
Weapon Violation	0	0	N/A	1	-100.0%
Welfare Check	35	33	6.1%	42	-16.7%
Wire Down	1	1	0.0%	1	0.0%



# Kimberly/Little Chute Joint Public Library

## HIGHLIGHTS

- Facilitated installation of outdoor Wi-Fi access points

## TOP PRIORITIES FOR DECEMBER

- Follow up on laptops for circulation grants
- Replace scheduled staff and public workstations
- Help transition new directors
- Prepare facility and staff for the opening of the Little Chute Public Library in January of 2021

## UPCOMING EVENTS

- Watch our Social Media and digital newsletter for program announcements.

# Parks, Recreation and Forestry Department

## HIGHLIGHTS

- Construction continued on the Nelson Crossing.
  - All steel girders were installed
  - Timber decking is now underway
  - Abutment on the east side is installed
- Began requesting proposals from consultants for the Comprehensive Outdoor Recreation Plan.
- Completed our fundraising process for the Heesakker ADA Canoe/Kayak Launch Project. We received a grant from Outagamie County Greenways and FFCVB.
- Reviewed work order software and demoed the different products with the entire municipal services team.
- Took part in meetings and the planning process for TDS Metrocom's village wide installation.
- Deer culling work – hunter background checks & permits, park closed ads in paper, no trespassing and park closed signage for crew to post in park, list of hunters & rules to FVMPD.
- Indoor adult yoga classes started back up on Wednesday, November 4 with safety modifications in place for classes.
- Interview held for 2021 spring internship position.

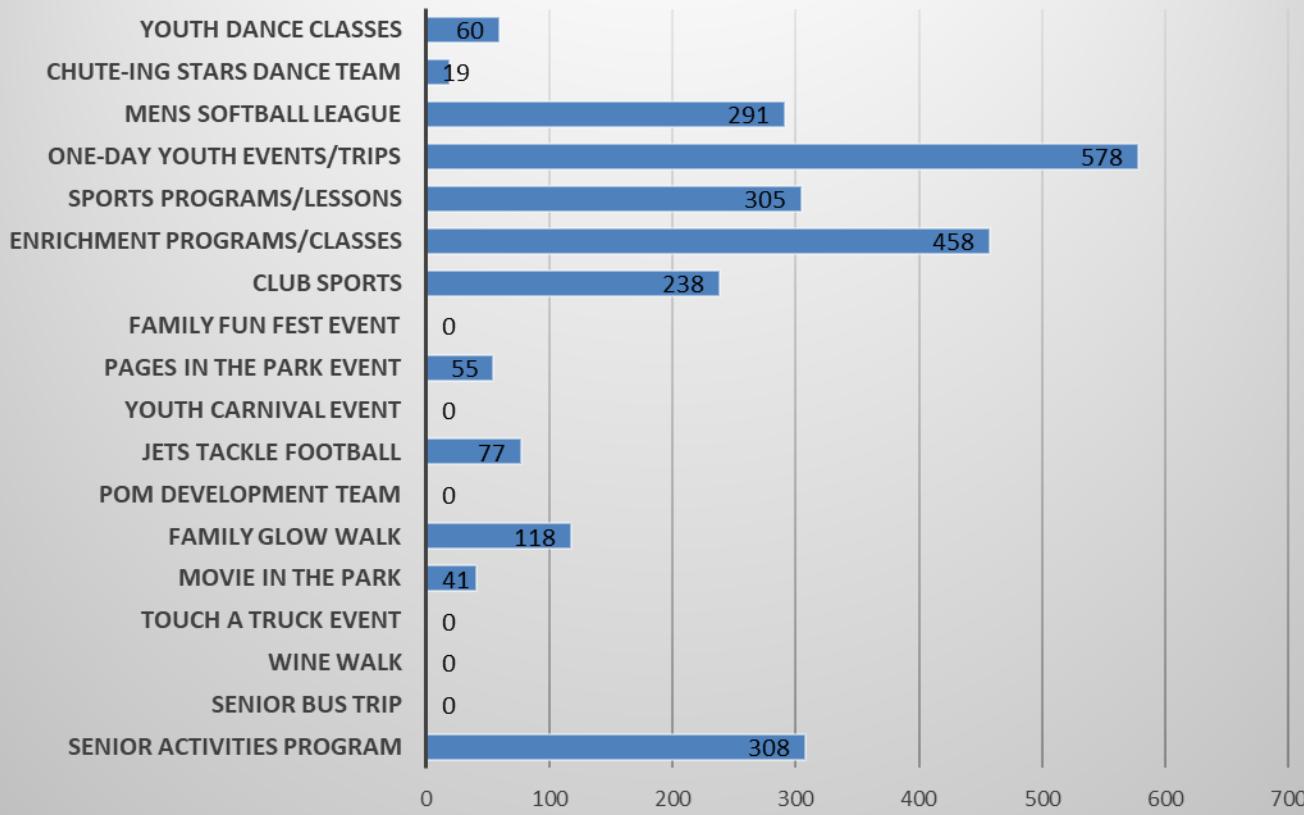


## TOP PRIORITIES FOR DECEMBER

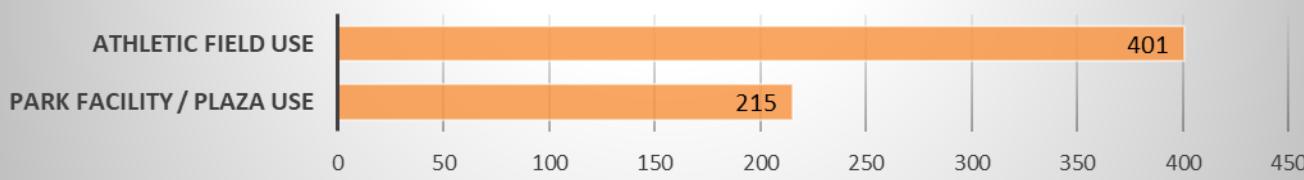
- Construction to continue on the Nelson Crossing.
  - Timber decking scheduled to be completed
  - Posts and Railing installation to begin
- Make our selection for the new work order software. Begin to set up the software for implementation in 2021.
- Select a consultant to develop our Comprehensive Outdoor Recreation Plan in 2021.
- Begin making updates to the Parks, Recreation, & Forestry section of the Village website.
- Tree City USA application submittal online – spreadsheet detailing 2020 expenses, work plan, signed proclamation, arbor day observance pictures, paid invoices, budget, etc. Applying for the Growth Award.
- Prep work for winter dance registration – interview new potential instructors, create classes in RecDesk, promote registration which begins mid-January
- Beginning work on planning for 2021 spring & summer programs.
- Final planning for Home Alone / Sitter Course – materials to all students, class list to instructor, room setup and keys, check-in



## 2020 Year-To-Date PROGRAM PARTICIPATION



## 2020 Year-To-Date...



## 2020 TO-DATE POOL PARTICIPATION COUNTS



# Department of Public Works

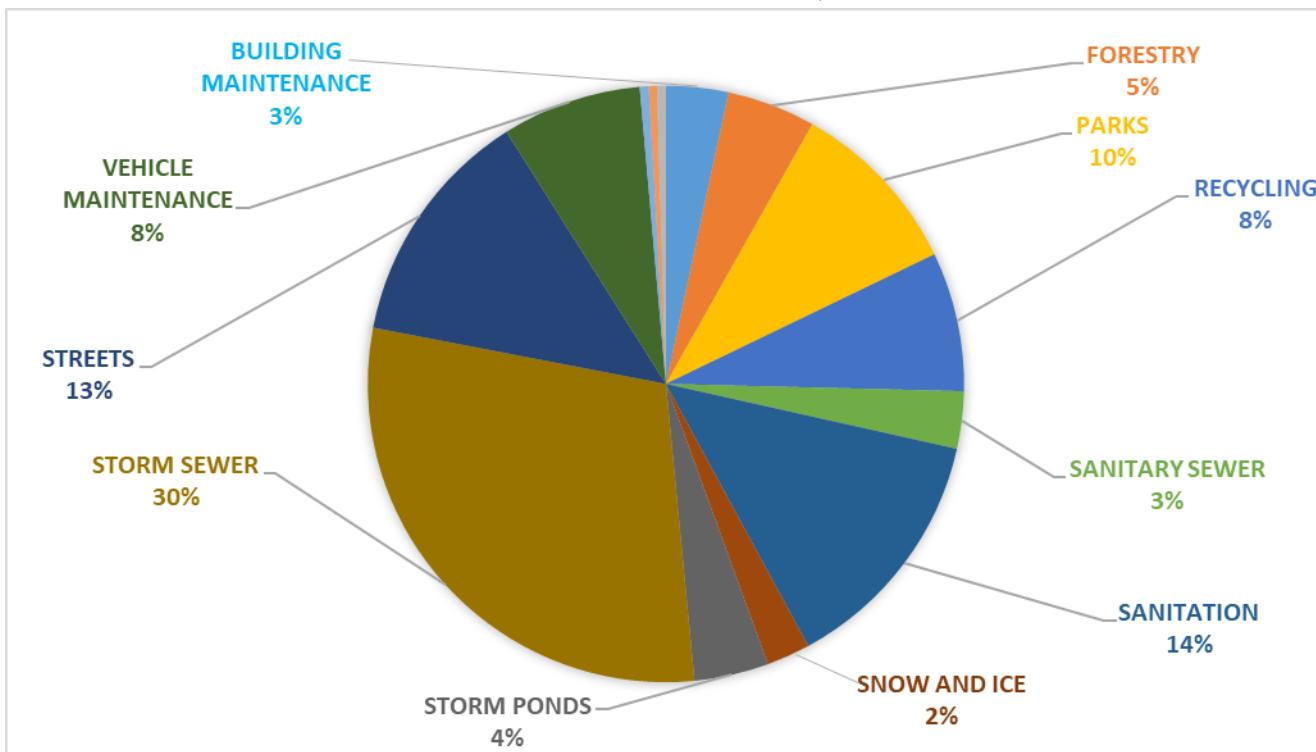
## HIGHLIGHTS

- Continued to work to find resolution regarding Outagamie County Landfill leachate entering the sanitary collection system.
- Restored asphalt pavement due to water breaks.
- Reviewed and confirmed plow routes and prepped snow equipment for winter. Held annual snowplow meeting with the crew.
- Collected monthly metal bulky items and quarterly metal white goods at the end of the month.
- Started discussion with the Village of Kimberly to develop refuse truck specifications and update the Fleet Management Plan.
- Held pre-con meeting for TDS fiber installation. White Construction started work in back yard easements for fiber install.
- Updated Village right-of-way permit.
- Village mechanic is now servicing Fox Valley Metropolitan Police Department's fleet with oil changes and small repairs.
- Changed out season banners and drop cords for Christmas décor.
- Received and stored 500 ton of road salt.

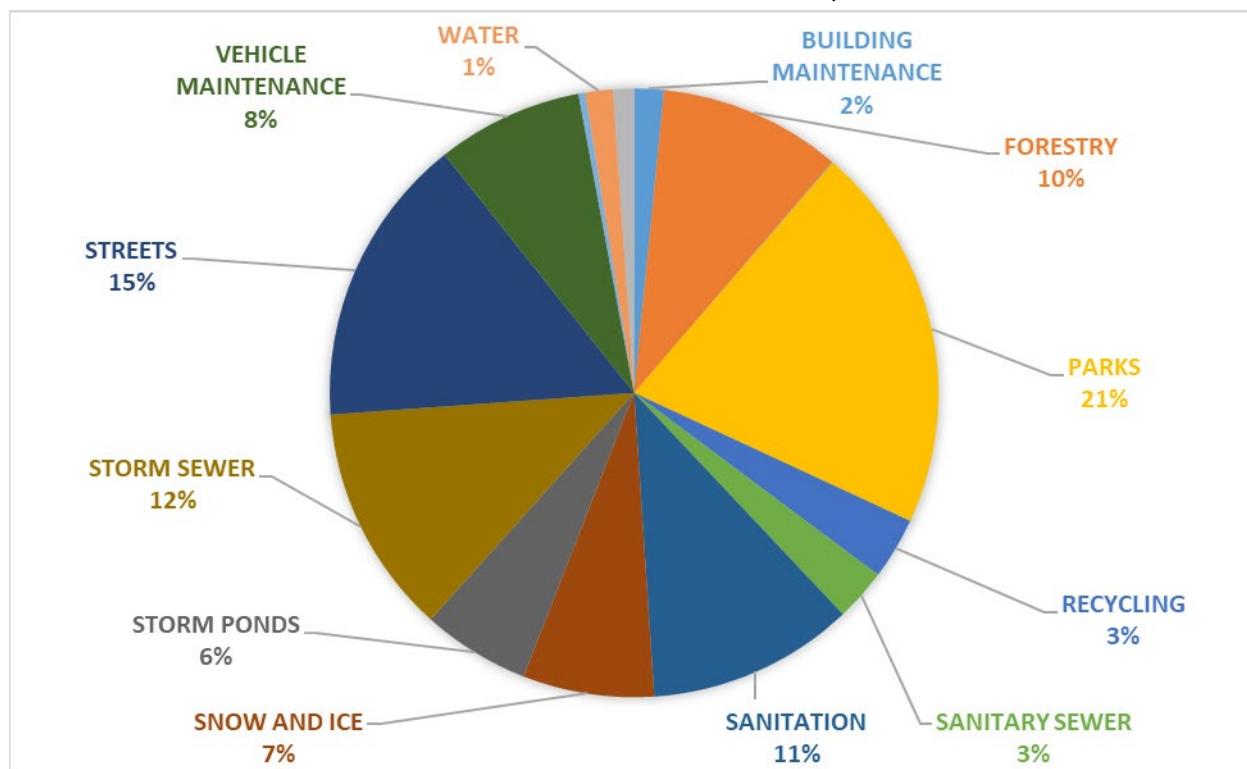
## TOP PRIORITIES FOR DECEMBER

- Update preventive maintenance plans for sanitary and storm sewers.
- Work on creating custom work orders and reports for the new work order software.
- Continue to work with White Construction on the TDS project which is a fiber to home initiative for all residents in the Village.
- Keep the Village roads safe due to ice and snow.
- Monitor erosion control and storm water permits throughout the winter.

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



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



# Engineering Department

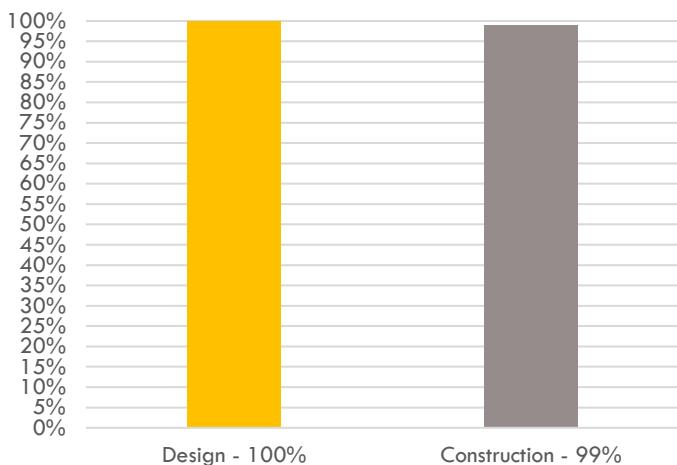
## HIGHLIGHTS

- **No utilities were installed on Village contracts in the month of November.**
- Trail View South, Phase 1 – Hietpas and Sons is currently installing sanitary sewer for Phase I of construction. Village inspectors are onsite documenting installation.
- Ebb Trail and Storm Sewer – The project pre-construction meeting was held in the month of November. Superior Sewer and Water, Inc. began staging and site preparation including the installation of erosion control measures, stripping of topsoil, and the delivery construction materials. Pipe installation is anticipated to begin in December, weather permitting.

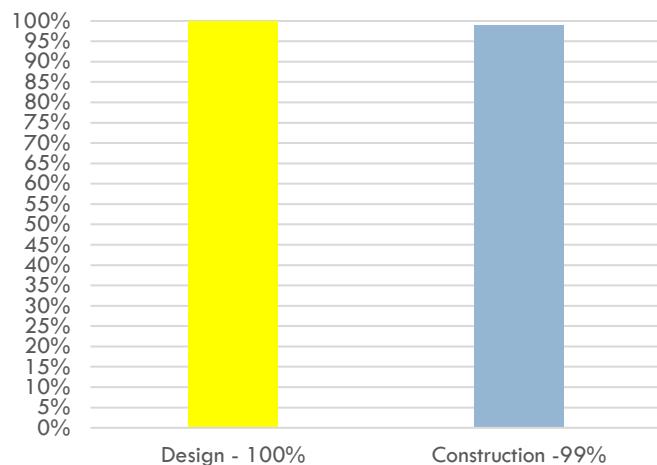
## TOP PRIORITIES FOR DECEMBER

- Carol Lynn Drive, Homewood Court and Moasis Water Main Reconstruction – Construction activity for these projects has been completed. Working with contractors on their final construction quantities and pay applications.
- Downtown Hotel Storm Sewer & Lyle Street Storm Sewer Project – Advance Construction Inc. has been awarded the contract for the Downtown Storm Sewer Project. Contracts will also include the alternate bid for the Lyle Street Storm Sewer Reconstruction. A pre-construction meeting will be scheduled during the week of December 13th. Advance anticipates beginning construction on the Downtown Storm Sewer portion on January 4th, 2021.
- Freedom Road and Hickory Drive Urbanization – All utilities were completed for this project in the month of October. November construction activity included paving, signage, and site restoration. Hickory Drive was completed and fully re-opened to traffic on November 25th.
- Site Plan Review – Review continues into December for private development projects.
- Other active work projects – Staff is working on design for 2021 construction projects located on Evergreen Drive (Vandenbroek Rd to Freedom Rd) and Hartzheim Drive. Field survey and base mapping are complete for Evergreen Drive, Hartzheim Drive, and Pine Street Parking. Pheasant Run Storm Sewer will be surveyed soon. Leaves were hindering field survey work.
- Civil Design Technician – Our new Civil Engineering Technician, Kris Lyons first day with the village was Monday December 7th. Kris is working on the design for Evergreen Drive.

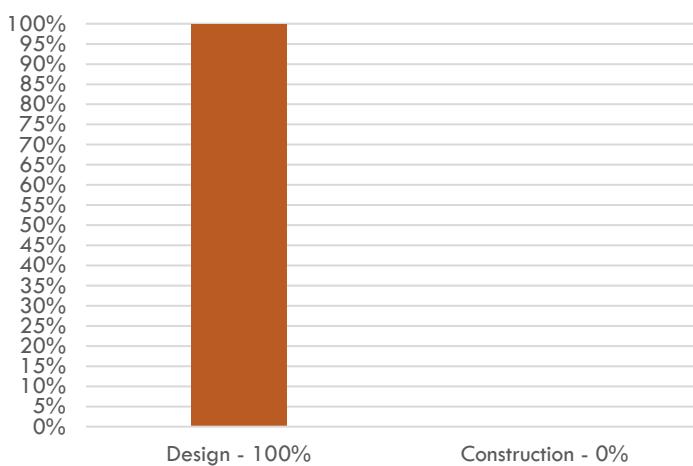
### Carol Lynn Drive



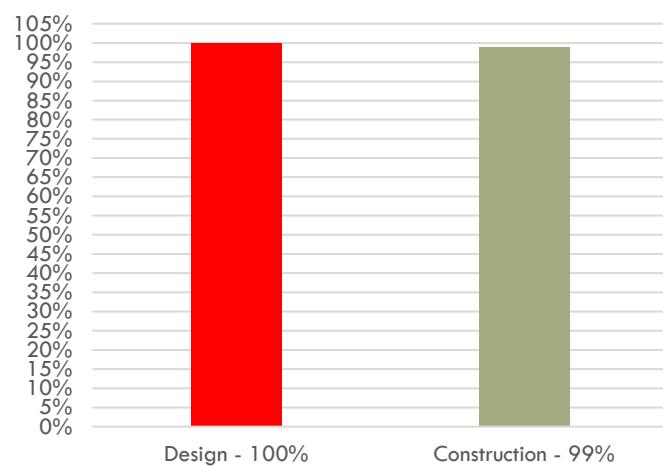
### Homewood Court



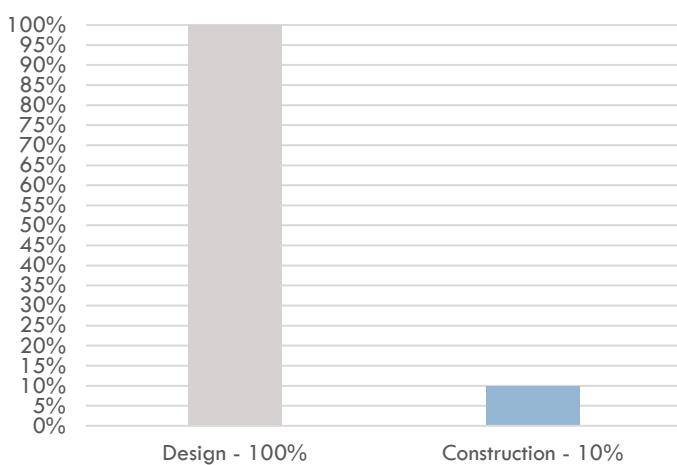
### Downtown Storm Sewer - Hotel



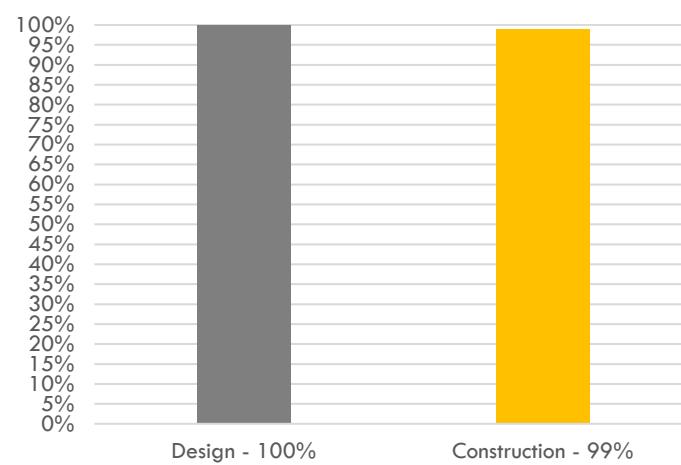
### Moasis Drive Water Main



### Ebben Storm Sewer



### Hickory Drive Reconstruction



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

**ITEM DESCRIPTION: Restatement of the Robert A. Nechodom Good Citizenship Award**

**PREPARED BY: James Fenlon, Village Administrator**

**REPORT DATE: Monday, December 7, 2020**

**ATTACHMENTS: Nomination Form, Track Change Resolution, Resolution for Adoption**

**EXPLANATION:** The Nechodom Good Citizenship Award was created in the year 2000 and first awarded in the year 2001. The purpose of this award is to recognize individuals, organizations, or the businesses in the Little Chute community who have demonstrated acts of good citizenship which have a positive impact on Little Chute's quality of life. The award is presented annually in the spring at the first regular April Village Board Meeting to the recipient by the Village President.

We are looking to restate the award to eliminate the criteria that restricts committee and commission appointees as being eligible for the award. In addition, we want to make it clear that nominations may be made from nonresidents.

Attached to this document is the nomination form, a track changes resolution, and new resolution for your considerations that adopts these changes.

**For reference, previous winners of the award include the following:** 2001- Ed Spierings; 2002- Monsignor James VandenHogen; 2003- Crystal Print, Inc.; 2004- Donald DeGroot; 2006- Peter Arts; 2007- Rose Kuhn; 2017 – Jim and Sue Spierings – Spierings Cancer Foundation; 2018 – Gene and Virgie Janssen; 2019 – Chris Hietpas and Todd Hietpas; 2020 – Ellen and Louie Mischler

**RECOMMENDATION: Discuss and approve the restated resolution for the Robert A . N e c h o d o m Award.**

## **NOMINATION FORM**

Any resident of the Village of Little Chute may nominate an individual, organization, or business from the community of this award. Each nomination must be submitted on a separate form.

Name of Nominee: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No:

Person Submitting  
This Nomination: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

How long have you known the nominee? \_\_\_\_\_

What is your relationship with or in what capacity do you know the nominee? \_\_\_\_\_

Supporting narrative describing the nominee's contribution to support his/her/their consideration for the Good Citizenship Award (use additional paper if necessary):

List Name/Address of any others who can attest to nominee's qualifications:

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### Signature of Person Submitting Nomination

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Date

**VILLAGE OF LITTLE CHUTE**

**RESOLUTION NO. \_\_, SERIES OF 2020**

**A RESOLUTION RESTATING THE ESTABLISHED FRAMEWORK OF THE ROBERT A. NECHODOM GOOD CITIZENSHIP AWARD**

**WHEREAS**, the Village of Little Chute Board of Trustees wishes to formally **restate the** established the framework and process for the Robert A. Nechodom Good Citizenship Award; and

**WHEREAS**, the purpose of this award is to recognize individuals, organizations, or the businesses in the Little Chute community who have demonstrated acts of good citizenship which have a positive impact on Little Chute's quality of life.

**WHEREAS**, Robert A. Nechodom served a total of 39 years for the Little Chute Police Department, starting as a patrol officer in 1950. In 1960 he was promoted to Chief of Police where he would serve until retirement in 1989; and

**WHEREAS**, this award was started in 2000 and the following individuals and/or businesses have been awarded the Robert A. Nechodom Good Citizenship Award in the past: 2001- Ed Spierings; 2002- Monsignor James VandenHogen; 2003- Crystal Print, Inc.; 2004- Donald DeGroot; 2006- Peter Arts; 2007- Rose Kuhn; **2017 – Jim and Sue Spierings – Spierings Cancer Foundation; 2018 – Gene and Virgie Janssen; 2019 – Chris Hietpas and Todd Hietpas; 2020 – Ellen and Louie Mischler;** and

**WHEREAS**, the Village of Little Chute Board of Trustees finds that the Robert A. Nechodom award is a fitting tribute to the service of Robert A. Nechodom; and

**WHEREAS**, the Robert A. Nechodom Good Citizenship Award promotes positive civic engagement by encouraging and recognizing residents who go above and beyond with the investment of time, talents and treasures that benefit the in the Village of Little Chute.

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of Trustees as follows:

1. Nominations will be accepted from December 1<sup>st</sup> through December 31<sup>st</sup> every year, with the awardee being presented to the Village Board for approval at the 1<sup>st</sup> Regular Board meeting in the month of February.
2. Nomination forms will be made available on the Village Website and will be available in the Village Clerk's office year-round.
3. Nominations will be reviewed by a three-person Nomination Committee comprised of the Village President, the Village Administrator and one member of the immediate Robert. Nechodom Family.
4. Village employees shall not be eligible for this award while still actively employed by the Village.

5. Members of any Village Commission or the Board of Trustees and elected officials may be considered after they no longer serve in that capacity provided they have otherwise demonstrated outstanding leadership and vision of progress while serving in such position for the municipality.
6. The nominee must have performed some act or series of acts demonstrating good citizenship as a member of the Little Chute community, which has a positive effect on the community.
  - Demonstrating superiority, innovation, or leadership in a particular field which brings favor or acclaim to the entire community
  - Improving and enhancing the image of the Little Chute community as evidence by generous donation of time, talents, or resources.
  - Outstanding efforts to promote the goodwill, fellowship, and/or quality of life enjoyed in the Little Chute community
  - Demonstrating a deep and sincere caring for the under-privileged, handicapped, elderly, or youth as manifested in donation of time and talents to service work
  - Advancing partnerships within the community and displaying a cooperative attitude in developing working relationships for the betterment of the citizens of Little Chute
  - Performing a valuable, behind-the-scenes support which results in the successful achievement of a project or activity
7. Once the committee has selected a nomination, that nominee would be presented to the Village Board for approval and recognition. Recognition would include a plaque.; and

**BE IT FURTHER RESOLVED,**

That the Village will present the awardee with a plaque of the award, while also creating an award to be displayed in Village Hall depicting current and past award winners.

Date introduced, approved, and adopted: April 20, 2016 December 16, 2020

**VILLAGE OF LITTLE CHUTE:**

By:

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Michael R. Vanden Berg, Village President

By:

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Laurie Decker, Village Clerk

## VILLAGE OF LITTLE CHUTE

### RESOLUTION NO. 42, SERIES OF 2020

#### **A RESOLUTION RESTATING THE ESTABLISHED FRAMEWORK OF THE ROBERT A. NECHODOM GOOD CITIZENSHIP AWARD**

**WHEREAS**, the Village of Little Chute Board of Trustees wishes to restate the established the framework and process for the Robert A. Nechodom Good Citizenship Award; and

**WHEREAS**, the purpose of this award is to recognize individuals, organizations, or the businesses in the Little Chute community who have demonstrated acts of good citizenship which have a positive impact on Little Chute's quality of life.

**WHEREAS**, Robert A. Nechodom served a total of 39 years for the Little Chute Police Department, starting as a patrol officer in 1950. In 1960 he was promoted to Chief of Police where he would serve until retirement in 1989; and

**WHEREAS**, this award was started in 2000 and the following individuals and/or businesses have been awarded the Robert A. Nechodom Good Citizenship Award in the past: 2001- Ed Spierings; 2002- Monsignor James VandenHogen; 2003- Crystal Print, Inc.; 2004- Donald DeGroot; 2006- Peter Arts; 2007- Rose Kuhn; 2017 – Jim and Sue Spierings – Spierings Cancer Foundation; 2018 – Gene and Virgie Janssen; 2019 – Chris Hietpas and Todd Hietpas; 2020 – Ellen and Louie Mischler; and

**WHEREAS**, the Village of Little Chute Board of Trustees finds that the Robert A. Nechodom award is a fitting tribute to the service of Robert A. Nechodom; and

**WHEREAS**, the Robert A. Nechodom Good Citizenship Award promotes positive civic engagement by encouraging and recognizing residents who go above and beyond with the investment of time, talents and treasures that benefit the in the Village of Little Chute.

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of Trustees as follows:

1. Nominations will be accepted from December 1<sup>st</sup> through December 31<sup>st</sup> every year, with the awardee being presented to the Village Board for approval at the 1<sup>st</sup> Regular Board meeting in the month of February.
2. Nomination forms will be made available on the Village Website and will be available in the Village Clerk's office year-round.
3. Nominations will be reviewed by a three-person Nomination Committee comprised of the Village President, the Village Administrator and one member of the immediate Robert. Nechodom Family.
4. Village employees shall not be eligible for this award while still actively employed by the Village.

5. Members of the Board of Trustees and elected officials may be considered after they no longer serve in that capacity provided they have otherwise demonstrated outstanding leadership and vision of progress while serving in such position for the municipality.
6. The nominee must have performed some act or series of acts demonstrating good citizenship as a member of the Little Chute community, which has a positive effect on the community.
  - Demonstrating superiority, innovation, or leadership in a particular field which brings favor or acclaim to the entire community
  - Improving and enhancing the image of the Little Chute community as evidence by generous donation of time, talents, or resources.
  - Outstanding efforts to promote the goodwill, fellowship, and/or quality of life enjoyed in the Little Chute community
  - Demonstrating a deep and sincere caring for the under-privileged, handicapped, elderly, or youth as manifested in donation of time and talents to service work
  - Advancing partnerships within the community and displaying a cooperative attitude in developing working relationships for the betterment of the citizens of Little Chute
  - Performing a valuable, behind-the-scenes support which results in the successful achievement of a project or activity

7. Once the committee has selected a nomination, that nominee would be presented to the Village Board for approval and recognition. Recognition would include a plaque.; and

**BE IT FURTHER RESOLVED,**

That the Village will present the awardee with a plaque of the award, while also creating an award to be displayed in Village Hall depicting current and past award winners.

Date introduced, approved, and adopted: December 16, 2020

**VILLAGE OF LITTLE CHUTE:**

By:

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

By:

\_\_\_\_\_  
Laurie Decker, Village Clerk

**VILLAGE OF LITTLE CHUTE**  
**RESOLUTION NO. 43, SERIES OF 2020**

**WHEREAS**, *Martin and Marcia Weyers* as the owner of property located at 422 W North Ave have agreed to the sale of the property which is located in the SE SW SEC16 T21N R18E, Containing 0.62 acres, to the Village of Little Chute; and

**WHEREAS**, the owner have accepted an offer to purchase; and

**WHEREAS**, this property is anticipated to be needed for future village needs; and

**WHEREAS**, the Village of Little Chute Board of Trustees does find that the purchase of this property is found to be in the public interest.

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of Trustees as follows:

1. That the Village purchase for \$160,000.00 the property being described as; W137.05FT OF E300FT OF S196FT SE SW SEC16 T21N R18E .62AC M/L; and
2. That the Village Clerk, and/or Village Administrator, and/or Village President are hereby authorized to execute such documents and make payment as necessary to complete the purchase of afore described property.

Date introduced, approved and adopted: December 16, 2020

**VILLAGE OF LITTLE CHUTE:**

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

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

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

**ITEM DESCRIPTION: Financial Policies**

**PREPARED BY: Lisa Remiker-DeWall, Finance Director**

**REPORT DATE: November 30, 2020**

**ADMINISTRATOR'S REVIEW/COMMENTS:**

No additional comments to this report: *JPF*

See additional comments attached:

**EXPLANATION:**

Financial policies are a key element to sound financial administration. Policies provide the guidance to shape decisions of public administration. When policies are effective, they can preserve or enhance the fiscal health of governments. By contrast, weak policies promote fiscal instability and reduce citizen confidence in government. The policies presented for your consideration start with those that tend to be the most important to good financial management that we can build upon for the future.

*Note: These policies have been reviewed by Robert W Baird (Debt Policy), Ehlers Investments (Investment Policy) and Kerber Rose (all policies) for statutory and regulatory compliance. We made a small language clarification in the Structurally Balanced Budget Policy under Item 6. related to the contingency fund otherwise there were no recommended changes from what was presented at the December 2, 2020 meeting.*

**RECOMMENDATION: Approve the Fund Balance and Reserve, Debt, Investment, Capital Improvement and Long-Term Planning, and Procurement Card Policy**

## FUND BALANCE AND RESERVE POLICIES

**Purpose:** A fund balance is the difference between total assets and total liabilities and may be positive or negative. A fund balance in an enterprise fund (utilities) is referred to as total net position. The objectives of this policy are to preserve the credit worthiness of the Village, provide working capital to meet cash flow needs during the year (majority of State Aids not received until late November) plus provide a comfortable margin of safety to address emergencies and unexpected declines in revenues. Reserves make sure the Village of Little Chute can respond quickly and decisively supporting vital public services. The following reserve policies describes how much we will try to retain and acceptable uses of the reserves.

**General Fund Policy:** This Village policy addresses the desired level of fund balance to be maintained in the general fund, the primary operating fund of the Village. Governmental funds report up to five different components of fund balance designed to indicate both the constraints on how resources of the fund can be spent and the source of the constraints. The various components are listed from most constraining to least:

- *Nonspendable:* Some resources cannot be spent because they are not in spendable form. Examples include inventories, prepaid items, land held for resale and long-term receivables. Other resources may be legally or contractually required to be maintained intact such as an endowment fund.
- *Restricted:* This includes constraints on the use of resources that are externally enforceable such as unspent debt proceeds. Such restrictions also may be the result from constitutional provisions or enabling legislation.
- *Committed fund balance:* A government at its highest level of decision-making authority may formally place a constraint on the use of its own resources that remains legally binding unless removed in the same manner. The Village will maintain a committed fund balance of 25% of the ensuing year's general fund operating expenditure budget.
- *Assigned fund balance:* This category will be established annually in February for the preceding year's financial statement (decisions made based on estimated final figures for the reporting period) for specified purposes, including but not limited to contingencies, compensated absences or other one-time expenditures. At least 50% of General Fund balances in excess of the Nonspendable, Restricted and Committed Fund Balance will be used for the reduction of long-term liabilities (either to lower ensuring year's debt issuance or for the defeasance of callable debt). The Finance Director in conjunction with our Financial Advisor will recommend the most cost-effective debt reduction option. The Village Administrator will recommend a plan for the remaining funds subject to Village Board approval that may include one-time General Fund expenditures, provide additional safeguard of working capital reserves, reduction of debt, or to keep the funds unassigned.
- *Unassigned fund balance:* It is perfectly reasonable for the general fund to report total fund balance more than the previous four components.

**Redemption Funds Policy:** Established in the Sewer, Water, and Stormwater Utilities in accordance with revenue bond ordinance provisions that may exist.

**Replacement Funds Policy:** Will be reserved for equipment, major replacement, and repairs in the Sewer Utility, as required by EPA grant provisions for the Village.

**Sewer, Water and Stormwater Utility Policy:** Maintain a working capital reserve equivalent to four months of operation expenditures based on the audited expenditures of prior year in each of the utility funds. Any projected favorable balance above working capital reserves in the utility fund is to be used to pay costs for all possible approved capital expenditures before incurring debt.

**Acceptable Uses of Reserves:** Reserves should not be used for recurring annual operating costs. An exception is poor economic conditions or events that disrupt the Village's revenues. In such cases, reserves may be used to provide short-term relief so that the Village can restructure its operations in an orderly manner. The Village Board upon a 2/3 majority vote may authorize the use of reserves for purposes consistent with this policy.

**Replenishment of Reserves:** If the Village authorizes use of its reserves and those reserves fall below the allowed maximum, then the Finance Director will propose a plan for the replacement of the reserves. The Village Board will review and approve a plan to replace the reserves with the minimum amount of time that is practical.

**Review of Policy:** This policy will be reviewed every three years following adoption or sooner at the direction of the Village Board.

**Developed and Adopted:** XXXXX, 2020

## DEBT

**Purpose:** The Village acknowledges that certain costs incurred on an annual basis reflect an investment in the future. It is the responsibility of the Village Board and Administrative Staff to issue debt and manage the Village's portfolio to maintain a sound debt position and protect its credit quality. A significant portion of the Village's financial health is determined by its ability to manage its debt. Access to capital markets over the long term is dependent upon the Village's unwavering commitment to full and timely repayment of debt.

**Policy:** The Village limits the issue of bonds and notes for purposes of financing its capital improvements program, other long-term projects or to refinance existing debt. Debt will not be used to finance current operations, nor will long-term debt be used to finance the cost of short-lived depreciable assets (for example assets with a life less than eight years and cost less than \$100,000). The capital improvements program includes projects to acquire, plan, design, construct, improve and equip all or any part of its facilities or systems, promote economic development or to secure quality of life issues that will be used by its residents over a long period of time.

**Debt Limitations:** Section 67.03 of Wisconsin Statutes requires that general obligation debt outstanding not exceed 5% of the equalized valuation of the taxable property within the Village. Revenue bonds and notes are not considered debt for purposes of determining compliance with constitutional debt limitations. The Village intends to keep outstanding general obligation debt within 50% of the limit prescribed by law and at levels consistent with its credit objectives and long-term financial plan

**Types of Debt and Structural Features:** The Village has statutory authority to finance capital improvements through the issuance of debt instruments, including:

- General Obligation Bonds and Promissory Notes
- Bond Anticipation Notes
- Revenue Bonds
- State of Wisconsin Capital Financing Programs
- Leases and Land Contracts

The Village shall issue General Obligation Notes (maximum ten year maturity) for general capital improvements and Revenue Bonds (maximum twenty-year maturity) for Sewer, Water, and Stormwater Utility capital financing unless staff demonstrates other authorized debt instruments provide a financial advantage. The Village will work to maximize financial flexibility for the current borrowing and in the future (for example, inclusion of call provisions to allow the Village to capture potential interest rate savings via refunding, or restructuring of debt issues to achieve current and future debt service goals) in balance with seeking the lowest marketable interest rates. Debt will not be used to finance current operations, nor will long-term debt be used to finance the cost of short-lived depreciable assets. The Finance Director will consider the useful life of the project assets being financed and the long-range financial and credit objectives when determining the final maturity structure of the debt. The Village strives to repay general tax supported debt within eight years and will issue debt on a fixed rate basis.

Capital lease financing shall be considered only if verifiable operating savings when properly discounted outweigh the lease financing costs. Written justification detailing the explanation of factors considered including a cash flow analysis reviewed by the Finance Director will be submitted to the Village Board for consideration and approval before any lease is executed.

**Credit Objectives:** The Village will seek to maintain or improve its current credit rating with Moody's (Aa3). The Village will strive to maintain good relations with the rating agency and keep them informed of significant developments that could affect the Village's credit rating.

To achieve its credit rating objective, the Village recognizes the need to integrate the debt policy with its five-year capital improvement program and long-range financial plan. The following objectives will be used to maintain debt service requirements at an affordable level and enhance the credit quality of the Village:

- Levy for debt service no greater than 20% of the total tax levy with an effort to maintain the levy at a proportionate even level for tax rate stabilization.
- Responsible defeasance of general debt or reduction of current year borrowing package in accordance with the General Fund Balance Policy.
- Flexibility to fund future expenditures necessary to provide essential Village services and economic viability.

**Method of Sale:** The Village will issue general obligation debt through a competitive bidding process apart from Village Board authorized negotiated sales or State of Wisconsin Capital Financing Programs. Bids will be awarded on a true interest cost (TIC), providing other bidding requirements are satisfied. In the instances in which staff believes competitive bidding produced unsatisfactory bids, the Village may authorize staff to negotiate the sale of the securities.

Negotiated sales of general obligation debt will be considered in circumstances when the complexity of the issue requires specialized expertise when time to complete a sale is critical or when a negotiated sale would result in substantial cost savings. Negotiated sales of debt will also be considered for revenue bonds, bond anticipation notes, leases and land contracts or when the complexity of the project, revenue source for debt service, or security for the debt makes it likely that a negotiated sale would result in a financial advantage to the Village.

Debt sold directly to the State of Wisconsin will be used when the Village undertakes capital projects to maintain permit compliance, pollution control, or stormwater control or other issues that are eligible to receive below market rate loans.

All costs of issuing long-term debt, including fees for professional services, underwriting fees, and the interest costs over the term of the debt issue, must be considered and carefully evaluated for each borrowing.

Debt proceeds will be invested in liquid investments to provide availability of funds for project costs as needed and will conservatively estimate expected earnings on proceeds when sizing debt issues. The

Village will seek to maximize the rate of return on invested debt proceeds for project costs while minimizing the possibility of arbitrage rebate.

**Refunding:** Periodic reviews of outstanding debt will be undertaken to determine refunding opportunities. Refunding will be considered (within federal tax law constraints) when there is a net economic benefit of the refunding.

In general, refunding's for economic savings will be undertaken when net present value savings of at least 2% of the refunded debt can be achieved. Current refunding's that produce net present value savings of less than 2% savings may be considered when there is a compelling public policy or long-range financing policy objective.

**Disclosure:** The Village is committed to full and complete financial disclosure in all reporting including the Official Statement prepared for the issuance of municipal securities, and cooperating fully with rating agencies, institutional investors, other units of government, and the public to share clear, comprehensible, and accurate financial information.

The Finance Director will comply with Annual Reports and notices of certain events as required under each Continuing Disclosure Certificate executed for the benefit of the holders of the Village's municipal securities in accordance with Securities and Exchange Commission (SEC") Rule 15c2-12(b)(5). The Annual Report and notices of certain events will be filed through the Electronic Municipal Market Access ("EMMA") system maintained by the Municipal Security Rulemaking Board ("MSRB").

**Financial Advisor and Bond Counsel:** Selection criteria and selection of bond counsel and a financial advisor will undergo periodic review but should strive to maintain a long-term relationship to allow for continuity and consistency in services.

**Review of Policy:** This policy will be reviewed every three years following adoption or sooner at the direction of the Village Board.

**Developed and Adopted:** XXXXX, 2020

## INVESTMENT POLICY

**Purpose:** To formalize the framework for the Village's daily investment activities to include scope, objectives, authority, standards of prudence, authorized institutions, investment type, collateralization, and diversification. The guidelines are intended to be broad enough to allow the investment officer to function properly with the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

**Scope:** The investment policy applies to all financial assets of the Village of Little Chute. This policy is limited in its application to funds that are not immediately needed and are available for investment. Unless prohibited by law or contract, the Village may pool cash from several different funds for investment purposes should it meet the objectives of the investment program. Other funds, the investment of which is subject to special federal and /or state laws and regulations, may be invested in accordance with such laws and regulations. The timely deposit and investment of public moneys is an important and integral part of any cash management program.

**Goals and Objectives:** The primary objectives, in order of priority, of all investment activities involving the financial assets of the Village of Little Chute shall be the following:

1. Safety and Legality: Safety and preservation of principal in the overall portfolio is the foremost investment objective to mitigate credit risk and interest rate risk.
2. Liquidity: The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).
3. Return: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Securities shall generally be held until maturity with the following exceptions:
  - A security with declining credit may be sold early to minimize loss of principal
  - A security swap would improve the quality, yield, or target duration in the portfolio
  - Liquidity needs of the portfolio require the security to be sold.

**Overall Responsibilities for Cash Management and Investment:** Effective cash management involves controlling cash from the time it is received until it is disbursed. It requires the availability of accurate information on a timely basis. One person shall be delegated the day to day responsibility for the overall financial operation to determine cash availability and needs.

**Authority:** Pursuant to S62.09(9) Wis. Stats. and municipal ordinance Sec.3-1-9, the authority to invest and re-invest money of the Village, to sell or exchange securities so purchased and to provide for the safekeeping of such securities is delegated to the Finance Director.

**Investment:** The Finance Director may purchase securities which are permissible investments from money in his or her custody which is not required for the immediate needs of the Village as he or she deems wise and expedient, and to sell or exchange for other eligible securities and re-invest the proceeds of the securities sold or exchanged. The investment activity of Wisconsin public funds is governed by Section 66.0603 and other sections of the Wisconsin Statutes as follows:

"Any county, city, village, town, school district, drainage district, vocational technical and adult education district or other governing board as defined by S34.01(1) may invest any of its funds not immediately needed in:

- (1) Time deposits in any credit union bank, savings bank, trust company or savings and loan association, which is authorized to transact business in this state
  - (2) Bonds or securities issued or guaranteed as to principal and interest by the federal government, or by a commission, board, or other instrumentality of the federal government; or
  - (3) Bonds or securities of any county, city, drainage district, vocational, technical, and adult education district, village, town, or school district of this state; or
  - (b) Any town, city or village, may invest surplus funds in any bonds or securities issued under the authority of the municipality, whether the bonds or securities created a general municipality liability or a liability of the property owners of the municipality for special improvement; or
  - (c) Any local government may invest surplus funds in the local government pooled-investment fund; or
  - (d) Any county, city, village, town, school district, drainage district, vocational, technical, and adult education district or other governing board as defined by 35.01(1) may engage in financial transactions in which a public depository, as defined in s. 34.01(5), agrees to repay funds advanced to it by the local government plus interest, if the agreement is secured by bonds or securities issued or guaranteed as to principal and interest by the federal government."
- (4) Any security which matures or which may be tendered for purchase at the option of the holder within not more than 7 years of the date on which it is acquired, if that security has the highest rating assigned by any two of the nationally recognized rating agencies (Standard & Poor's, Moody's, or Fitch) or if that security is senior to, or on a parity with, a security of the same issuer which has such a rating.

The Finance Director shall from time to time consult with the Village Administrator and the Village President as they may request regarding such investments.

The Finance Director shall communicate with financial institutions and avail herself of other financial information on current or pending market conditions in making her decision on rate and maturities as well as the securities to be purchased. In making all investment decisions, the Finance Director shall endeavor to obtain the highest rate of interest offered unless she deems such offer to be contrary to the overall investment objectives of the Village.

**Redemption:** The Finance Director shall periodically redeem the securities in which Village money has been invested so that the proceeds may be applied to the purposes for which the original purchase money was designated or placed in the Village's account.

**Deposits:** The Bank of Little Chute shall be designated as the local depository for the Village of Little Chute and First Business Bank is the primary banking institution as determined by the competitive banking proposal completed in 2019 (five-year contract with option to renew for five years). Additional depositories are hereby designated for investment purposes. Depositories will consist of banks, savings and loan associations, credit unions, State Local Government Investment Pool, the Wisconsin Investment Trust Fund, and other financial institutions, in which the Finance Director may invest funds, which are not immediately needed, in time deposits maturing in not more than three years.

On an annual basis (or more frequently if needed), The Director of Finance shall present a list of these qualified institutions to the Village Board for its approval via resolution.

**Accounts and Records:** It shall be the responsibility of the designated investment officer to establish sufficient records and accounts to detail each investment as to purchase date, cost, maturity date and yield. The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Village are protected from loss, theft, or misuse. Accounts are reconciled monthly and available for review.

**Collateralization of Funds:** With the passage of Wisconsin Act 25, effective August 1, 1985, there is no longer the overall guarantee of public funds by the State. In effect Act 25 abolished the state deposit guarantee fund. It will continue to pledge general purpose revenues under Wis. Stats., 20.124(1)(a), for the payment of losses of public deposits until the balance of the appropriation is exhausted, however, no payment for a loss in excess of \$400,000.00 for any public depositor in any individual public depository will be made. Due to the relatively small size of the Guarantee Fund in relationship the total deposits covered and other legal implications, recovery of material principal losses may not be significant to individual municipalities. This coverage is not considered in computing the amount of uninsured deposits in the Comprehensive Annual Comprehensive Financial Report. Deposits in each local bank are insured by the FDIC in the amount of \$250,000 for the combined amounts of all time and savings accounts (including NOW accounts) and up to \$250,000 for the combined amount of all interest and non-interest-bearing demand deposit accounts. In addition, if deposits are held in an institution outside of the state in which the government is located, insured amounts are further limited to a total of \$250,000 for the combined amount of all deposits.

Chapter 34.07 as amended provides that a surety bond or securities issued or guaranteed as to

principal and interest by the federal government may be required of a given public depository for any public deposit that exceeds the guaranteed \$500,000.00. These securities must have a market value of one hundred two percent (102%) of the investment.

The Village of Little Chute, with the adoption of this investment policy, will allow its investment officer to place funds in excess of \$250,000.00 in any bank, savings bank, or credit union so named as a Village depository without the effect of collateralization if the following standards are established:

**Capitalization:** Capital adequacy, as a percentage of total assets, must meet two tests as follows:

- (a) Primary capital must be 6.0% or more.
- (b) Total capital must be 7.0% or more.

**Deposits:** Dependence on large Certificates of Deposit must not exceed 25% of total-deposit base.

**Profitability and Earning:**

- (a) The ratio of net income as a percentage of assets must be .5% or better for the previous twelve months. Generally larger banks will have smaller percentages.
- (b) Return on equity must be 10.0% or more for the previous twelve months.

**Quality of Assets:**

- (a) Non-performing loans must not exceed 30.0% of primary capital.
- (b) Net loan charge-offs must be  $\frac{1}{2}$  of 1.0% or less of gross loans.
- (c) Loan loss reserves must be 1.0% or more of gross loans .

Primary capital means capital stock, preferred stock, capital surplus, undivided profits and capital reserves plus loan loss reserves; total capital is primary capital plus subordinated debt; non-performing loans are loans that are more than 60 days past due, or are non-accrual or interest, or are renegotiated.

Each bank will be required to certify all foregoing requirements to the Village of Little Chute's Finance Director. In addition, the call report and income statement including all scheduled must be transmitted quarterly.

Since it is the intent of this policy to insure the protection of funds deposited, any bank not adhering to the standards will be restricted to \$250,000.00 as maximum deposits. However, due to extenuating circumstances or an established policy within a bank it may not meet all the required standards. If after a meeting with an officer from the bank, the Finance Director and the Village Administrator, it is established that the sub-standard does not affect the viability of the bank, deposits in excess of \$250,000.00 could be allowed. Their recommendation will be submitted to the Village Board.

Deposits in the Local Government Investment Pool, or Wisconsin Investment Trust, or private investment pool for municipal depositors will not be subjected to the listed standards and are to be exempt from collateralization of deposits.

**Investment Advisor:** Should the Village deem it appropriate to retain an investment advisor, the following procedures will be followed with respect to the investment advisor relationship:

- Selection Process: A competitive process whereby proposals will be requested of qualified advisors. Once selected, the Village will always be responsible for providing advice and developing and implementing strategies for carrying out such objectives.
- Procedures: The investment advisor will have no authority to take possession of Village monies or investment securities nor to execute investment transactions on behalf of the Village except where investment authority may be delegated as per Wisconsin Statutes 66.0603 (2). For those investments under management in a “non-discretionary” account, all investment transactions shall be approved by Village staff.
- Reporting: The investment advisor shall provide monthly reports regarding the composition, performance level and accounting treatment of the Village’s investment portfolio.
- Compensation and Term of Agreement – Investment advisory fees shall be established in advance. All compensation shall be disclosed in a written agreement. The relationship between the advisor and Village may be terminated at any time at the discretion of the Village.

**Review of Policy:** This policy will be reviewed every three years following adoption or sooner at the direction of the Village Board.

**Developed and Adopted:** XXXXX, 2020

## CAPITAL IMPROVEMENT AND LONG-TERM PLANNING POLICY

**Purpose:** The Village has a substantial investment in buildings, equipment, parks, and public infrastructure, including its utilities. Prudent Management of these investments is responsibility of Village government.

**Procedures:** The Village will adopt a five-year capital improvement plan. The plan will consider major equipment replacement needs, as well as other anticipated capital expenditures. All Village departments, including the sewer, water, and stormwater utilities will be included in the capital improvement plan that is updated annually. The plan will provide for an affordability analysis, impact on future operating costs, consideration of limits on total capital expenditures and impact on property tax and utility rate fees necessary to fund debt service. It will take into consideration expected growth in tax base, inflation rates and other similar factors.

Capital improvement expenditures shall include any amounts expended for equipment or other assets with a useful life of ten years or more and/or which involve individual asset with a cost greater than \$25,000. Expenditures not meeting these criteria shall be included in the Village's annual operating budget or equipment replacement program as applicable.

Each department head will develop the annual capital plan for his or her respective department including estimated ongoing cost impacts for projects submitted. The Village will try to ensure that industrial acreage is available for development served with necessary infrastructure.

**Financing Considerations:** A review by the Administrator and Finance Director will analyze preferred practices including the use of cash funding where feasible, grants or similar funding sources plus review of long-term planning for vehicle replacement funds. The Village will utilize the least costly financing method for all new projects. Presentation to the Village Board will include an analysis of timing differentials between department requests and the proposed five-year plan for Village Board for approval. The plan will be presented for discussion only initially. In conclusion, the Administrator will submit a finalized plan for adoption at the next regular scheduled Village Board meeting.

**Other Considerations:** The annual capital improvement plan will be adopted in advance of the development of the operating budget so that future operating costs associated with the capital plan are included. Target date for approval of the capital plan by the Village Board is the end of June. The operating budget will also provide for the adequate maintenance level to protect the Village's capital investment. The ongoing capital plans will provide for orderly replacement of the capital plant and equipment from current revenues when possible.

**Review of Policy:** This policy will be reviewed every three years following adoption or sooner at the direction of the Village Board.

**Developed and Adopted:** XXXXX, 2020

## STRUCTURALLY BALANCED BUDGET POLICY

**Purpose:** The purpose of this policy is to provide guidance in the preparation, monitoring, and amendment for the annual operating budget of the Village of Little Chute. The Village must live within means striking a balance between funding sources for operations and expenditures so the citizens may realize the benefits of a strong stable government. Budget structural balance where revenues and expenditures equal is the long-term goal of this policy.

**Fiscal Year:** The Executive Budget and Service Plan for the Village follows a calendar year. Each year the budget shall be presented to the Village Board no later than the first Wednesday in October. Shortly after distribution of the Proposed Budget to the Village Board, an electronic version will be posted on the Village website. Budget deliberation and adoption shall take place no later than the second Wednesday in November, as prescribed by State statute and requires a simple majority vote. After adoption, the approved budget will be posted on the Village website replacing the proposed budget.

**Basis of accounting:** The basis of accounting refers to the timing of revenue and expenditure recognition. With few exceptions, the budget is prepared on the same basis as the Village's annual financial statements, which is the modified accrual basis for all governmental funds and the accrual basis for enterprise funds. Under the modified accrual basis, revenues are recognized when they become measurable and available and expenditures generally when the related liability is incurred. Under the accrual basis, revenues are recognized when they occur, regardless of the timing of related cash flows. One significant difference between the basis of accounting and the basis of budget is in the treatment of capital expenditures in the enterprise funds, which are included in line item operating expenditures for budget purposes.

**Procedures:** There are several principles that the Village uses as guidance for the operating budgets.

1. The Village provides a program/service budget format, to convey the policies and purposes of operations in a user-friendly form. In most instances, individual programs are provided by a distinct department. A mission statement, performance measures, goals, significant program/cost changes, personnel changes/justification and achievements of the current year are highlighted. The Village also provides line-item budget information for management control purposes, and for those users who are interested in such information. Budget accountability rests primarily with the operating department of the Village with oversight by the Administrator and Finance Director.
2. Ongoing revenues shall equal or exceed ongoing expenses unless the drawdown of an individual fund's balance is in compliance with the fund balance policy for that fund. One-time revenues shall only be used to fund one-time expenses to avoid a structural deficit in the future. If sufficient funds are not available (such as in a Tax Increment District), a plan for funding the shortfall shall be presented.
3. Budget control is monitored at the total fund level. Monies appropriated but not expended in the general fund, special revenue funds and utility enterprise funds lapse to the fund equity accounts unless carried over for a specific project (like capital projects as noted below). Any amounts

earmarked for specific programs or purposes in special revenue funds that remain uncompleted are re-budgeted in the subsequent fiscal year.

4. Capital Project Fund budget expenditures appropriated for specific projects are carried forward as available until the project is completed or reassigned.
5. Enterprise funds (utilities) shall be supported by their own rates and specified revenue sources and not be subsidized by the General Fund. Enterprise funds will pay their share of overhead services provided by General Fund Department Personnel or Facilities. Enterprise fund operating surpluses will not be used to subsidize other Village Funds.
6. The annual General Fund budget contains a line-item expense in the Unallocated Department entitled "Contingency" established to cover unanticipated expenditures of a nonrecurring nature or unexpected increases in service delivery costs instead of line-item inflations for potential variances in each department. Department budgets are prohibited from containing planned contingencies. The contingency line item is determined annually based on available resources after considering operating budget requests from the various departments/programs. A minimum of 0.25% and a maximum of 1.0% of the total general fund expenditures shall be included in the adopted budget for this line item. If a sufficient unexpended balance remains in the current year's contingency account, this requirement may be met by a plan to carry over the balance.
7. All general obligation debts will be paid through a general debt service fund, except for that incurred by an enterprise fund. Operating budgets will be prepared to meet the annual principal, interest, and service charge costs. Net debt service requirements (debt service expenditures less debt service revenue) will be funded through the general tax levy except for those amounts related to Tax Incremental Districts or Utility Funds.
8. The Village of Little Chute historically has not established definitive tax rate targets. Rather, the Village seeks to provide stable changes in tax bills and utility charges to its customers. This philosophy means that in developing the tax and fee components of the budget, the Village looks to provide annual increases that bear relationship to the rate of inflation and net new construction.
9. Budget requests will be submitted to the Finance Department by Department Directors for analysis and compilation. Continuing operation budget requests will be required by August 1 including any Budget Request Forms for proposed changes for new personnel, programming, and equipment (technology included) to help the Finance Director, Administrator, and the Village Board understand requests.
10. The Administrator, in conjunction with the Department Directors, shall present an Executive Budget and Service Plan proposal to the Village Board for its review, deliberation, amendment, and adoption. The Executive Budget shall include proposals for all operating and capital funds. Following Village Board approval, the Adopted Budget and Service Plan shall become the official budget for the following year.

**Budget Components:** The budget shall also include a transmittal letter from the Administrator summarizing the major issues in the budget; a summary of personnel changes; a summary of overall staffing levels; a listing of all property tax rates; and a budget summary stating the total amounts of taxes levied for various purposes, the total amount of general obligation borrowing, and the total amount of revenue bond debt.

The budget shall include appropriation of the first year's expenditures of the rolling five-year Capital Improvement Plan (CIP). Years two through five provide strategic planning information. Though expenditures for the first year of the CIP are appropriated, the Village can make additions to and deletions from the CIP during budget development.

**Adoption of budget:** During the month of October, budget workshops will be held during regular scheduled Village Board meeting (earlier start time) for departments to present their budget requests to the Village Board and answer questions. Prior to review and approval of the budget by the entire, a public hearing on the budget will be held. Notice of this hearing will be published in the local newspaper of record at least 15 days prior to the hearing and will include a summary of the budget and the date, time, and place of the public hearing, as prescribed by State statute.

**Budget Amendment:** Shall be reported to the Village Board as action items. Transfers from the Reserve for Contingencies require a 2/3 majority vote. Budget adjustments are generally required whenever expenditure authority needs to be redirected to a different purpose, increased, decreased, or shifted to a subsequent year. Following approval by the Village Board, the change will be recorded in the accounting system and a public notice will be published in the local newspaper of record. Receipts of unplanned revenues (grants, donations, insurance proceeds, reimbursements, etc.) that do not result in a need for additional expenditure authority do not require a budget adjustment.

**Carryover of prior year budgeted expenditures:** Reappropriated funds may be used for prior year contracts, obligations, and uncompleted projects that are to be completed and/or paid in the following year. Reappropriation of unspent prior year authorizations for purposes other than their original designations shall be considered as Special Consideration items and require approval by two thirds of the Village Board. All other reappropriations shall require approval by a simple majority vote. The carryover request will be presented to the Village Board on or before its second meeting in March. Following approval by the Village Board, the additional appropriations will be recorded in the accounting system and a public notice of the change will be published in the local newspaper of record.

**Review of Policy:** This policy will be reviewed every three years following adoption or sooner at the direction of the Village Board.

**Developed and Adopted:** XXXXX, 2020

## PROCUREMENT CARD POLICY

**Purpose:** To establish a methodology, and to define the limits for use, of Village issued procurement cards provided to certain Village employees to make purchases of goods and/or services.

### Definitions:

- Account Statement: The monthly listing of all transactions posted to the cardholder's account, issued by the Procurement Card vendor directly to the cardholder.
- Approving Supervisor: The individual responsible for reviewing and approving a cardholder's monthly statement of account.
- Cardholder: Personnel who have been issued procurement cards and who are authorized to make purchases in accordance with these procedures.
- Village Coordinator (Accounts Payable Clerk): The individual assigned to perform overall program administration, including cardholder account maintenance, contract administration, final monthly account reconciliation, and departmental auditing.
- PCPS: Procurement Card Purchasing System.
- Rebate: Money paid back to the City by the procurement card vendor based upon spending volume and other criteria, as provided for in the master contract.
- Single Transaction Limit: A dollar amount limitation of purchasing authority delegated to a cardholder for each individual transaction. This dollar limit may vary from cardholder to cardholder, as agreed between the Finance Director and Village Administrator.
- Vendor or Merchant: A company from which a cardholder is purchasing materials and/or equipment or services under the provisions of these procedures.

**Procedures:** This program is established to simplify the procurement and payment processes, and to reduce paperwork and handling costs, primarily for small purchases. By using the Procurement Card Purchasing System (PCPS), the traditional requisition process (establishing need, inquiring on prices, placing the order, delivery of goods, receipt of invoice, reconciling invoice to purchase order, paying vendor) is greatly reduced. Employees who are issued procurement cards may initiate transactions in person, by telephone or through the internet within the limits of these procedures and receive goods or services. The Finance Department will make monthly settlements with the procurement card vendor.

When using a procurement card, cardholders shall adhere to all provisions of the City Procurement and Contract Management Policy.

**Receiving a procurement card:** Department directors may request their personnel be issued cards by contacting the Administrator or Finance Director. The proposed cardholder will be issued a summary of these procedures and shall be required to complete and sign an Employee Agreement. The agreement indicates that the cardholder understands these procedures and the responsibilities of a PCPS cardholder.

The Village Coordinator shall maintain all records of procurement card requests, limits, lost/stolen card information, fraud and dispute resolutions, and monthly signature/approval sheets.

### Authorized procurement card use:

The unique procurement card that the cardholder receives has his/her name embossed on it and shall ONLY be used by the cardholder. NO OTHER PERSON IS AUTHORIZED to use that card. The cardholder may make transactions on behalf of others in their department (example: training registrations); however, the cardholder is responsible for the use of his/her card.

Use of the procurement card shall be limited as follows:

- a) The total value of a transaction shall not exceed a cardholder's single transaction limit. Preset electronic controls will cause a transaction to be declined when a cardholder's authorized single transaction (or other) limit is being exceeded.
- b) Payment for a purchase SHALL NOT be split into multiple transactions to stay within the single transaction limit. Contact the Finance Director for limit increases to accommodate larger transactions.
- c) All items purchased "over the counter" should be immediately available at the time of procurement card use. No backordering of merchandise is allowed. Orders for future delivery may be placed, but vendors must not charge a card prior to shipment or delivery.
- d) Only authorized commodities or services may be purchased with a procurement card. See the next section for a listing of unauthorized uses.

**Unauthorized procurement card use:**

- a) Personal purchases or identification.
- b) Meals for travel when the per diem method of reimbursement is used.
- c) Cash advances.
- d) Fuel, unless necessary during authorized travel with a City vehicle outside the area, or during an emergency within the area.
- e) Telephone calls.
- f) Alcohol or any other purchases or expenditures prohibited by Village policy
- g) Charges for goods or services not immediately available.
- h) Individual departments may impose further restrictions at the discretion of the Director.

A cardholder who makes unauthorized purchases or carelessly uses the procurement card may lose the privilege of future card use and will be liable for the total dollar amount of such unauthorized purchases plus any administrative fees charged by the procurement card vendor in connection with the misuse. The cardholder may also be subject to disciplinary action, up to and including termination.

**Making a purchase:** Cardholders will utilize the following "checklist" when making a purchase:

- a) Ensure that the purchase meets competitive quotes if required by policy.
- b) Once a vendor is identified and that vendor confirms that the goods or services are available, meet the specification, delivery and any other requirements, the following steps shall be taken:
  - Confirm that the vendor agrees to accept the procurement card.
  - Advise the vendor of the City's tax-exempt status.

- It is very important that all purchases be shipped or delivered to the attention of the cardholder ordering the merchandise as this will ensure that the documents necessary for recordkeeping are readily available to the cardholder
- If necessary, the individual who receives merchandise in the cardholder's department should be advised of the vendor's name and order number, anticipated delivery date, number of boxes expected, carrier (UPS, Fed Ex, or other). That individual should notify the cardholder when delivery is made.

**Cardholder and departmental record keeping:** Whenever a procurement card purchase is made, either in-person, over the counter, by telephone or through the internet, documentation shall be retained as proof of the purchase. Such documentation will be used to verify the purchases listed on the cardholder's monthly account statement.

When the purchase is made over the counter, the cardholder shall retain the invoice and "customer copy" of the receipt. Prior to signing or accepting this receipt, the cardholder is responsible for making sure that the vendor lists the quantity and fully describes the item(s) purchased, the receipt indicates payment by procurement card, and no sales tax has been charged. When the goods are received because of placing a telephone or internet order, all order confirmation and shipping documentation is to be retained.

Cardholders may forward their statement with all documentation attached to the Village Coordinator once per month, or forward transaction receipts as received throughout the month. In either case, the cardholder shall be ultimately responsible for complete documentation of all charges and credits on their individual statements. If the cardholder does not have documentation of a transaction listed on the monthly statement, he/she shall attach an explanation that includes a description of the item(s) purchased, date of purchase, vendor's name and a reason for the lack of supporting documentation. This data attachment is critical to enable audit substantiation. IF THIS ROUTINE IS NOT ADHERED TO, THE AUTHORIZATION TO USE THE PROCUREMENT CARD MAY BE REVOKED. The careful matching of complete support documents to the account statement is vital to the success of this program

**Other items:**

**Tax Exemption:** The cardholder shall inform the vendor of the City's tax-exempt status. The cardholder shall be responsible to make reasonable efforts, relative to the amount of tax charged, to recover sales tax charged by a vendor.

**Purchasing Card Returns:** If an item is not satisfactory (such as, received wrong, damaged and/or defective, or duplicate order), the cardholder should contact the vendor to explain the problem and inquire about return policies. If an item has been returned and a credit voucher received, the cardholder shall verify that this credit is reflected on the monthly statement.

If purchased items or credits are not listed on the monthly statement, the appropriate transaction documentation shall be RETAINED by the cardholder until the next monthly statement. If the purchase or credit does not appear on the statement within sixty (60) days after the date of purchase, the cardholder or approving supervisor shall notify the Village Coordinator to expedite the credit or file a dispute.

**Card security:** It is the cardholder's responsibility to safeguard the procurement card and account number to the same degree that a cardholder safeguards his/her personal credit information. The cardholder must not allow anyone to use his/her account number. A violation of this trust will result in the cardholder having his/her card withdrawn and the initiation of disciplinary action. Any unauthorized or suspicious charges appearing on a cardholder's account shall be immediately reported to the Village Coordinator or Finance Director.

If the card is lost or stolen, the cardholder shall *immediately* notify the procurement card vendor, and shall notify the Village Coordinator or Finance Director by the next working day. A new card shall be promptly issued to the cardholder after the reported loss or theft. A card that is subsequently found by the cardholder after being lost shall be destroyed.

**Cardholder separation:** Prior to separation from the Village, the cardholder shall surrender the procurement card and any current period documentation to his/her approving supervisor. Upon receipt, the approving supervisor will review the current charges for appropriateness, advise the Finance Director of the employee's separation and destroy the card.

**Review of policy:** This policy will be reviewed every three years following adoption or sooner at the direction of the Village Board.

**Developed and Adopted:** XXXXX, 2020

## **Village of Little Chute Procurement Care Employee Agreement**

I, \_\_\_\_\_, hereby request a procurement card. As a cardholder I agree to comply with the following terms and conditions regarding my use of the card.

- I understand that I am being entrusted with a valuable tool - a procurement card - and will be making financial commitments on behalf of the Village of Little Chute
- I understand that the Village of Little Chute is liable to the procurement card vendor for all charges made on the card.
- I agree to use this card for approved purchases only and agree not to charge personal purchases. I understand the Finance Department will audit the use of this card and report and take appropriate action on any discrepancies.
- I will follow established procedures for the use of the card. Failure to do so may result in revocation and/or other disciplinary action.
- I have been given a copy of the purchasing card administrative policy and understand the requirements and limitations for the card's use.
- I agree to return the card immediately upon request or upon termination of employment, including retirement.
- If the card is lost or stolen, I agree to notify the procurement card vendor immediately, and the Village Coordinator or Finance Director by the next working day.
- I understand that if personal purchases are discovered on the card, I will be held personally responsible for payment of such charges and will be subject to disciplinary actions up to and including discharge.

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Employee Signature

Date

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

<b>ITEM DESCRIPTION:</b> 2020 Budget Amendments
<b>PREPARED BY:</b> Lisa Remiker-DeWall, Finance Director
<b>REPORT DATE:</b> December 3, 2020
<b>ADMINISTRATOR'S REVIEW/COMMENTS:</b>
No additional comments to this report: <i>JPF</i>
See additional comments attached:

**EXPLANATION:**

Please consider the following 2020 Budget Adjustment:

Provide spending authority for the start of work in 2020 for the 2021 valuation contract that was awarded at the September 16 Village Board meeting awarding to Associated Appraisal Associates. \$75,000 had been included in the assigned fund balance for 12/31/19 in anticipation of this project with the remaining balance to cover the contract included in the 2021 Budget. Any portion of the of the amendment not spent in 2020 will be carried over to 2021 to complete the contract.

**General Fund**

Contractual Services	+ \$75,000
Assigned Fund Balance	- \$75,000

**RECOMMENDATION:** Approve the 2020 Budget Amendment necessary to give spending authority for the amount previously assigned for the project.

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

**ITEM DESCRIPTION: 2020 Budget Amendment Cares Act**

**PREPARED BY: Lisa Remiker-DeWall, Finance Director**

**REPORT DATE: December 11, 2020**

**ADMINISTRATOR'S REVIEW/COMMENTS:**

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

**EXPLANATION:**

The Village of Little Chute received \$203,075.14 in Cares Act Funding (\$190,685 + \$12,390.14 allocation from the Town of Buchanan) along with \$6,989.20 from the Wisconsin Elections Commission (WEC) Cares Subgrant. The expenditures fell within the following Cost Categories allowed by the grant:

- Emergency operations activities
- Medical and protective services and equipment
- Cleaning, sanitizing, and others costs of COVID-19 mitigation in public areas
- Paid leave to take COVID-19 precautions
- Purchases of services or equipment to facilitate telework by public employees

The Village purchased \$37,674.37 for the three school districts that serve the community based on the previous approved allocation by the Village Board.

**RECOMMENDATION: Please approve the 2020 Budget Amendment for a total of \$145,964 for the non-personnel portion of the Cares Act funding that was not included in our 2020 Budget. No budget adjustment request is made for the personnel costs incurred; however, we recognize the work that was planned but not completed due to emergency safeguards performed to keep the community safe.**

## Cares Act plus WEC

Other State Aid	(86,948.21)	101-33290	Cares Act
Other State Aid	(6.66)	201-33290	Cares Act
Other State Aid	(1,357.34)	204-33290	Cares Act
Other State Aid	(11,698.34)	206-33290	Cares Act
Other State Aid	(10,494.18)	207-33290	Cares Act
Other State Aid	(42,149.91)	404-33290	Cares Act
Other State Aid	(20.00)	452-33290	Cares Act
Other State Aid	(272.01)	620-33290	Cares Act
Other State Aid	(6.66)	630-33290	Cares Act
Legal Services	684.00	101-51110-262	Cares Act
Administration - Contractual Services	144.00	101-51400-204	Cares Act
Administration - Books, Subscriptions	155.04	101-51400-208	Cares Act
Administration - Small Equipment	421.98	101-51400-221	Cares Act
Finance - Small Equipment	56.00	101-51420-221	Cares Act
Clerks - Office Supplies	3443.00	101-51440-206	Cares Act
Clerks - Operational Supplies	1701.81	101-51440-218	Cares Act
Clerks - Small Equipment	4400.00	101-51440-221	Cares Act
Village Hall - Operational Supplies	86.96	101-51650-218	Cares Act
Village Hall - Postage	2515.80	101-51650-226	Cares Act
Village Hall - Custodial Repair and Maintenance	10422.41	101-51650-242	Cares Act
Village Hall - Custodial Operations	3094.23	101-51650-244	Cares Act
Village Promotion and Goodwill - Operations Supplies (School Districts)	37674.37	101-51960-218	Cares Act
Fire Operations - Books, Subscriptions and Membership	7.00	101-52200-208	Cares Act
Fire Operations - Safety Equipment	430.00	101-52200-213	Cares Act
Fire Operations - Operational Supplies	1126.17	101-52200-218	Cares Act
Fire Operations - Small Equipment	188.95	101-52200-221	Cares Act
Fire Operations - Equipment Replacement	4735.00	101-52200-302	Cares Act
Fire Operations - Custodial Repair and Maintenance	907.91	101-52250-242	Cares Act
Fire Operations - Custodial Operations	276.19	101-52250-244	Cares Act
Crossing Guards - OPERATIONAL SUPPLIES	28.98	101-52350-218	Cares Act
Street Repair and Maintenance - SAFETY EQUIPMENT	112.82	101-53300-213	Cares Act
DPW Support Services - OPERATIONAL SUPPLIES	63.14	101-53310-218	Cares Act
DPW Maintenance - OPERATIONAL SUPPLIES	21.13	101-53330-218	Cares Act
Parks - TELEPHONE	21.65	101-55200-203	Cares Act
Parks - BOOKS, SUBSCRIPTIONS, MEMBERSHIP	21.00	101-55200-208	Cares Act
Parks - SAFETY EQUIPMENT	66.60	101-55200-213	Cares Act
Parks - OPERATIONAL SUPPLIES	119.92	101-55200-218	Cares Act
Parks - JANITORIAL SUPPLIES	155.22	101-55200-222	Cares Act
Parks - BLDG & GRNDS REPAIRS & MAINT	12730.63	101-55200-242	Cares Act
Recreation - TELEPHONE	61.11	101-55300-203	Cares Act
Recreation - OFFICE SUPPLIES	6.24	101-55300-206	Cares Act
Recreation - BOOKS, SUBSCRIPTIONS, MEMBERSHIP	28.00	101-55300-208	Cares Act
Recreation - SAFETY EQUIPMENT	265.53	101-55300-213	Cares Act
Recreation - OPERATIONAL SUPPLIES	57.79	101-55300-218	Cares Act
Forestry - OPERATIONAL SUPPLIES	6.66	101-55440-218	Cares Act
Youth Football - SAFETY EQUIPMENT	110.97	101-55460-213	Cares Act
Youth Football - EQUIPMENT	600.00	101-55460-225	Cares Act
Sanitation - OPERATIONAL SUPPLIES	6.66	201-53620-218	Cares Act
Aquatics - SAFETY EQUIPMENT	451.94	204-55420-213	Cares Act
Aquatics - CONSTRUCTION MATERIALS	292.61	204-55420-216	Cares Act
Aquatics - OPERATIONAL SUPPLIES	555.79	204-55420-218	Cares Act

## **Cares Act plus WEC**

Aquatics - JANITORIAL SUPPLIES	57.00	204-55420-222	Cares Act
Library/Civic Center - SMALL EQUIPMENT	2497.16	206-55110-221	Cares Act
Library/Civic Center - BLDG & GRNDS - REPAIRS & MAINT	5898.85	206-55110-242	Cares Act
Library/Civic Center - CUSTODIAL-OPERATIONAL SUPPLIES	3302.33	206-55110-244	Cares Act
FVMPD - SAFETY EQUIPMENT	995.70	207-52120-213	Cares Act
FVMPD - OPERATIONAL SUPPLIES	1014.60	207-52120-218	Cares Act
FVMPD - SMALL OFFICE EQUIPMENT	3353.25	207-52120-221	Cares Act
FVMPD - BLDG & GRNDS REPAI/MAINTENANCE	3888.88	207-52120-242	Cares Act
FVMPD - CUSTODIAL-OPERATIONAL SUPPLIES	1241.75	207-52120-244	Cares Act
Facility and Technology - CONTRACTUAL SERVICES	225.00	404-57190-204	Cares Act
Facility and Technology - EQUIPMENT REPLACEMENT	41924.91	404-57190-302	Cares Act
Construction - TELEPHONE	20.00	452-57331-203	Cares Act
Water - SAFETY EQUIPMENT	266.91	620-53644-213	Cares Act
Water - OFFICE SUPPLIES	5.10	620-53924-206	Cares Act
Stormwater - OPERATIONAL SUPPLIES	6.66	630-53444-218	Cares Act

Village of Little Chute  
Department of Public Works

**REQUEST FOR BOARD'S CONSIDERATION**

**ITEM DESCRIPTION:** Action – Little Chute, WI. Ordinance, Sec. 40-95 Proposed Change.

**REPORT PREPARED BY:** Kent Taylor, Public Works Director

**REPORT DATE:** December 16, 2020

**ADMINISTRATOR'S REVIEW / COMMENTS:**

**EXPLANATION:** In conjunction with proposed Right of Way (ROW) Permit changes, the Department of Public Works staff is aware of the need to change Ordinance Sec. 40-95, Excavations of streets, alleys, public ways and grounds (d).

Current: Ordinance Sec. 40-95, Excavations of streets, alleys, public ways and grounds (d). *Validity of Permit.* Permits shall be valid for a period of 30 days from the date of approval...

The proposed change: Ordinance Sec. 40-95, Excavations of streets, alleys, public ways and grounds (d). *Validity of Permit.* Permits shall be valid for a period of 60 days from the date of approval...

The main driver for this proposed change is a Village wide communications fiber installation that is scheduled to take place in 2021 along with the proposed update to the Village ROW Permit.

**RECOMMENDATION:** Staff requests the Village Board approve and place on file the proposed change to Ordinance Sec. 40-95, Excavations of streets, alleys, public ways and grounds (d). from 30 days to 60 days.

Sec. 40-95. - Excavations of streets, alleys, public ways and grounds.

- (a) *Permit required.* No person, partnership or corporation, or their agents or employees or contractors, shall make or cause to be made any opening or excavation in any public street, public alley, public way, public ground, public sidewalk or village-owned easement within the village without a permit therefor from the director of public works.
- (b) *Application for permit.* The application for a permit shall be in writing and signed by the applicant or his agent. The applicant shall submit to the director of public works, at the time the permit is applied for, sufficient information relating to the work to be done including the general location and nature of the work and the method applicant proposes to use in doing the work. The director of public works shall determine if sufficient information is submitted.
- (c) *Exception.* The provisions of this section shall not apply to village excavation work done under the director of the director of public works. Nor shall this section apply to telecommunications carriers, as defined in Wis. Stats. § 196.01(8m), telecommunications utilities, as defined in Wis. Stats. § 196.01(10), alternative telecommunications utilities, as defined in Wis. Stats. § 196.01(1d), public service corporations, or cooperatives organized under Wis. Stats. ch. 185 to render or furnish gas, light, heat, or power, or to cooperatives organized under Wis. Stats. chs. 185 or 193 to render or furnish telecommunications service, but the carriers, utilities, corporations and associations shall secure a permit from the director of public works for temporary obstructions or excavations in a highway and are liable for all injuries to person or property caused by the obstructions or excavations.
- (d) *Validity of permit.* Permits shall be valid for a period of 30 ~~60~~ days from the date of approval, except as provided for under section 40-96(d) for pavement replacement.
- (e) *Renewal of permit.* If operations have begun under an approved permit and will continue beyond the 30-day validation period, the permittee shall apply for a 30 ~~60~~-day permit renewal by written request to the director of public works. Permit renewals shall be issued at the discretion of the director of public works.
- (f) *Village standards; fees.*
  - (1) *Village standards.* All street work shall be performed in accordance with the current standard specifications for street openings found in this section and section 40-96. Any damaged curb and gutter, sidewalk or grass-covered area shall be restored to the condition prior to damage.
  - (2) *Fee.* There shall be a fee for a street opening permit which will include actual village expenses. Permit fees shall be paid to the director of public works who shall issue his receipt therefor. The amount of the fee shall be established by the village board, from time to time, and appears in the fee schedule attached as appendix C to this Code.
- (g) *Insurance required.* A permit shall be issued only upon condition that the applicant submit to the village clerk satisfactory written evidence that applicant has in force and will maintain during the time the permit is in effect public liability insurance of not less than \$500,000.00 per one person, \$500,000.00 for one accident and property damage coverage of not less than \$1,000,000.00. The policy shall name the village as the third party insured.
- (h) *Bond.*
  - (1) Before a permit for excavating or opening any street, sidewalk, ditch, alley or public way may be issued, the applicant must execute and deposit with the village clerk an indemnity bond in the sum of \$25,000.00 conditioned that the excavator will indemnify and save harmless the village and its officers from all liability for accidents and damage caused by the work covered by his permit, and that he will fill up and place in good and safe condition all excavations and openings made in the street, and will replace and restore the pavement over any opening he may make as near as can be to the state and condition in which he found it, and keep and maintain the same in such condition, normal wear and tear excepted, to the satisfaction of the director of public works, for a period of one year, and that he will pay all fines of forfeitures

imposed upon him for any violation of any rule, regulation or ordinance governing street openings or drain laying adopted by the village board and will repair any damage to existing improvements during the progress of the excavation in accordance with the ordinances, rules and regulations of the village. Such statement shall also guarantee that, if the village shall elect to make the street repair, the person opening the street will pay all costs of making such repair and of maintaining the same for one year.

- (2) Faulty work or materials shall be immediately replaced by the permittee upon notice by the village. Failure to correct deficiencies shall result in a one year revocation of the right to obtain a street opening permit. The village shall repair the deficiencies and bill the permittee for all labor, materials and equipment used plus 20 percent for administration.
- (3) The person who does such restoration shall be responsible therefor for one year from the date of the completion of the work and shall file a written guarantee or surety bond to that effect with the village in an amount determined by the director of public works.
- (4) Whenever the director of public works shall find that any such work has become defective within one year of the date of completion, he shall give written notice thereof to the contractor or to his surety stating the defect, the work to be done, the cost thereof and the period of time deemed by the director of public works to be reasonably necessary to complete said work. After receipt of such notice, the contractor or the surety must, within the time specified, repair the defect or indemnify the village for the cost of doing the work as set forth in the notice.
- (5) An annual bond may be given under this section covering all excavation work done by the principal for one year beginning January 1, which shall be conditioned as specified above and in the amount determined by the village board as necessary to adequately protect the public and the village.
- (6) All public utilities as defined in Wis. Stats. § 196.01, are hereby required to be bound by the terms and conditions of this section and section 40-96, except that a public utility as defined within these sections shall not be required to post the \$25,000.00 indemnity bond nor annual bond.

(Code 2006, § 6-2-3)

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

**ITEM DESCRIPTION:** Amending Ordinance for Cats – Chapter 6 Animals, Section 6.2 Dog and Cat Licenses

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

**REPORT DATE:** November 30, 2020

**EXPLANATION:** We are recommending the Village Board amend Chapter 6, Section 6-2 of the municipal code regarding cat licenses. This language has long been part of code, but apparently never enforced nor do we have records of selling cat licenses. In discussion with FVMPD, while it would helpful to have cats licensed to assist in locating the owners of stray cats, the overall department opinion based upon an internal poll suggested that the majority of officers does not feel this needs to be an ordinance.

In addition, the Village of Kimberly does not have a cat ordinance/licensing requirement. For the reasons of the FVMPD officer's opinions, remaining consistent from enforcement with Kimberly, and ease of administration, we recommend the following edits to the Little Chute Code of Ordinances:

Sec. 6-2. - Dog ~~and cat~~ licenses required.

It shall be unlawful for any person in the village to own, harbor or keep any dog ~~or cat~~ for more than five months of age after April 1 of the license year without complying with the provisions of this chapter relating to the listing, licensing and tagging of the same.

(Code 2006, § 7-1-1(a); Ord. No. 3(Ser. of 2011), § I, 1-19-2011)

**RECOMMENDATION:** Provided for discussion only. This will appear on the December 16<sup>th</sup> Agenda for official action.

**VILLAGE OF LITTLE CHUTE**  
**ORDINANCE NO. 8, SERIES 2020**

**AN ORDINANCE AMENDING CHAPTER 6 ANIMALS, SECTION 6.2 DOG AND CAT  
LICENSES IN THE VILLAGE OF LITTLE CHUTE**

The Board of Trustees of the Village of Little Chute, Outagamie County, Wisconsin, by majority vote, does hereby ordain as follows:

Sec. 6-2. - Dog ~~and cat~~ licenses required.

It shall be unlawful for any person in the village to own, harbor or keep any dog ~~or cat~~ for more than five months of age after April 1 of the license year without complying with the provisions of this chapter relating to the listing, licensing and tagging of the same.

(Code 2006, § 7-1-1(a); Ord. No. 3(Ser. of 2011), § I, 1-19-2011)

Introduced, Approved and Adopted: December 16, 2020

**VILLAGE OF LITTLE CHUTE**

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

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

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

**ITEM DESCRIPTION:** Geotechnical subsurface exploration of Village Parcel 260110000

**PREPARED BY:** David Kittel, Community Development Director

**REPORT DATE: 12/3/2020**

**ADMINISTRATOR'S REVIEW/COMMENTS:**

**EXPLANATION:**

In order to be proactive and have a better understanding of what type of soils are located at parcel 260110000, located on the North West corner of the intersection of Bluff and Roosevelt (see map below). Due to the history of the parcel, there will need to be some testing to determine this parcel's future potential. ECS Midwest, LLC was contacted to provide a quote for the work, the proposal is attached to this report for greater detail, this is the same group that did the boring on the now Country Villa site. The proposal is for three test borings to be performed on the site to a depth of 15 feet with a lump sum proposal at \$3,200. This testing will allow us to know what can be done with this lot and Village will be able to determine the highest and best use for the property.



**RECOMMENDATION:** Staff recommends accepting the proposal and moving forward with testing this site to determine if future development is possible.



# ECS Midwest, LLC

Proposal for Preliminary Subsurface Exploration and  
Geotechnical Engineering

Proposed Development  
Parcel ID 260110000

Bluff Avenue  
Little Chute, Outagamie County, Wisconsin

ECS Proposal Number 59:3136-GP

December 1, 2020



December 1, 2020

Mr. Dave Kittel  
Community Development Director  
Village of Little Chute  
108 W Main Street  
Little Chute, WI 54140  
Email: [David.kittel@littechutewi.org](mailto:David.kittel@littechutewi.org)

ECS Proposal No. 59:3136-GP

Reference: **Proposal for Preliminary Subsurface Exploration and Geotechnical Engineering**  
**Proposed Development – Parcel ID 260110000**  
Bluff Avenue  
Little Chute, Outagamie County, Wisconsin

Mr. Kittel:

As you requested on November 24, 2020, ECS Midwest, LLC (ECS) is pleased to present the following lump sum proposal for providing preliminary geotechnical subsurface exploration and geotechnical engineering services for the above referenced project. This proposal outlines our understanding of the project, the proposed scope of services, activity schedule, fees, and authorization requirement.

In preparing this proposal, we have had the opportunity to review the Request for Proposal, available geologic and geotechnical information for the general site vicinity, and aerial photography.

#### **PROJECT DESCRIPTION**

The project site consists of a vacant parcel located at the northwest corner of the intersection of Bluff Avenue and Roosevelt Street in Village of Little Chute, Outagamie County, Wisconsin. Specifically, the site is located on Parcel 260110000 and is just over a half an acre in size. ECS understands consideration is being given to future development of the property. We also understand the site may have been used as a fill site. Further, because the project is in the preliminary planning stage, ECS was not provided the anticipated building plans.

A preliminary subsurface exploration consisting of a series of test borings will be performed at the site to evaluate the subsurface conditions within limits of the proposed construction. The scope of services proposed for this subsurface exploration and geotechnical engineering analysis is given in the following section.

## BASE SCOPE OF SERVICES

Our integrated services will include drilling of test borings by drill crews under our supervision, laboratory testing of representative soil samples for pertinent engineering properties, various engineering analyses and preparation of a geotechnical engineering report. Our proposed scope of services are as follows:

### Field Exploration

- The proposed boring locations will be marked in the field by ECS or its subcontracted driller utilizing a handheld GPS unit and/or conventional measuring techniques. The surface elevation will also be determined at each of the boring locations using conventional leveling techniques.
- Digger's Hotline will be contacted to mark utilities in the vicinity of the boring locations. ECS will work with the owner to avoid private buried utilities. However, our base fee does not include contracting a private utility locator. We can include coordinating a private utility locator as an optional service, if requested.
- Coordinate drilling schedule with the appointed site representative.
- Mobilize a truck mounted drilling rig to the site.
- ECS recommends three (3) standard penetration test borings be performed for this preliminary exploration. Further, each of the borings will be advanced to a depth of 15 feet below the existing grade.
- The borings will be extended to the proposed depths below the existing ground surface unless auger refusal causes them to be terminated at a shallower depth. If auger refusal is encountered in the borings prior to reaching the planned boring depth, then ECS can advance a 5-foot rock core into the obstruction. However, our base fee does not include fees for rock coring. We can include rock coring as an optional service, if requested.
- Standard Penetration Tests in general accordance with ASTM D1586, and thin-wall tube sampling techniques, will be performed in each soil boring at standard intervals. In conjunction with the penetration testing, split-spoon soil samples will be recovered at each test depth.
- Measure depth of groundwater within each borehole at the time of drilling and prior to backfilling.
- Upon completion of subsurface exploration drilling, each of the boreholes will be backfilled in accordance with Wisconsin Administrative Code NR141. The owner should anticipate some rutting and marred surfaces in lawn areas accessed for the borings. Our drill crew will minimize site disturbance as reasonably possible. Typically, we will not provide site restoration beyond what is outlined above unless specifically contracted.
- Upon completion of drilling operations, the collected representative samples will be returned to our laboratory for further identification and testing.

- This proposal does not include the use of special OSHA or hazardous drilling techniques or drill crew protection. The client must inform ECS of any known environmental site conditions which could affect the health and safety of the drill crew.
- Complete rights-of-entry and access to the site are expected to be provided for us as a function of this proposal.

### **Laboratory Services**

The subsurface exploration program will include limited laboratory testing, as we deem necessary to evaluate the classification, strength, and other characteristics of the encountered subsurface materials.

- As a minimum, we will perform calibrated hand penetrometer resistance tests on cohesive soil samples, moisture tests, gradation, and loss of ignition (LOI) tests on organic soils, if necessary.

### **Report**

Upon completion of testing and geotechnical engineering analysis, we will prepare a written geotechnical engineering report that presents our findings and recommendations. We will provide one color electronic version (PDF format) of the report. If requested, ECS will provide up to two bound copies of the report for the quoted fee. Additional bound reports requested will be provided for a nominal fee. The geotechnical engineering report will include the following items:

- Observations from our site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
- A review of the published geologic conditions and their relevance to your planned development.
- A subsurface characterization and a description of the field exploration and laboratory tests performed by ECS.
- A summary of groundwater conditions encountered during the investigation including the observed groundwater levels within the boreholes and the presence of any perched water levels at the bore hole locations.
- Records of the field exploration (test boring logs) prepared in accordance with the local standard practice for geotechnical engineering. The soils will be classified using the Unified Soil Classification System (USCS).
- Recommended range of allowable soil bearing pressure(s) for conventional shallow foundations (spread footings). If the subsurface conditions preclude the economical use of a conventional shallow foundation system, we will provide preliminary recommendations for intermediate foundations, ground improvement options or deep foundations.
- Recommendations for slab-on-grade construction, including subgrade modulus, subgrade improvements and underslab subdrainage, if necessary.

- Design and construction recommendations for below grade retaining walls, including lateral earth pressures, sliding resistance coefficients, drainage, and wall backfill.
- Preliminary recommendations for site utilities and pavements (rigid and flexible) including pavement subgrade preparation and drainage, and estimated CBR value.
- Evaluation of the on-site soils for reuse as engineered fill to support grade slabs and pavements. We will also include recommendations for compaction, testing frequency, and general suitable material guidelines.
- Recommendations for additional testing and/or consultation that might be required to complete the geotechnical assessment and related geotechnical engineering for this project.

## ECS ADVANTAGES

In addition to the standard services many local geotechnical engineering firms provide, ECS has distinguished itself on multiple disciplines to allow us to “Set the Standard of Service” for you, our clients.

Most notably:

- **Resources.** ECS has extensive experience in Wisconsin, which allows us to meet your schedule and project timeline requirements with efficient and well-informed recommendations. Our track record demonstrates our ability to execute quality services for your fast-paced projects.
- **Experience.** ECS has established an extensive subsurface database for all local geologies, allowing us to economically price subsurface explorations and offer the most appropriate techniques initially, not after the first phase of testing is complete.
- **Technology.** ECS utilizes Global Positioning System (GPS) services to more accurately locate borings in the field. This technology allows us to control the responsiveness of our subsurface exploration and ultimately our report deadlines, versus relying on other firms to locate borings.
- **Expertise.** ECS has in-house geotechnical and geophysical testing. These services include vibration monitoring, pile driving analyzer (PDA) testing, pressuremeter testing, site classification for seismic design, seismic refraction (rock surface studies), ground penetrating radar (GPR), and electrical resistivity imaging (ERI) services.

## OPTIONAL SERVICES

In addition to the scope of services described previously, there are other services and alternative exploration techniques ECS is capable of conducting that may benefit your project. We have provided a summary of these optional services in the following sections for your consideration.

### Private Utility Clearance

We or our subcontracted driller will contact Digger’s Hotline to locate underground utilities at the site, but our experience indicates that Digger’s Hotline will not locate utilities beyond the

point of distribution (meters or gauge points) on private property. We will locate our test boring locations to avoid any underground utilities indicated by the Digger's Hotline locating system. However, we will not be responsible for any private utilities not pointed out to us by the landowner or client prior to drilling activities. **If private utilities are a concern, we can provide a private utility line locator to reduce your liability.** Please read the following section on private utility locator services.

Contracting a private utility locator service is not a guarantee that all utilities within a work site will be identified, but a service that is offered to lower the risk of the owner/client. ECS and our clients have had past success in avoiding utility conflicts by augmenting the Digger's Hotline services with a private utility locator service. Private utility locator services can identify utility alignments that incorporate significant iron content in the conduit materials. However, private utilities possessing the higher likelihood of not being easily identifiable, beyond the point of distribution, include all utilities not containing significant ferrous (iron) content (examples would include but not be limited to most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, and irrigation lines). Where a private locator service identifies a potential risk that is not traceable through conventional methods, ECS will notify the client immediately and work to resolve the issue. *[If you would like ECS to perform this optional service, please indicate so on the attached Proposal Acceptance Form.]*

#### **FEE**

ECS will provide the above Base Scope of Services for the **lump sum fee of \$3,200**. Estimated fees for the optional services are noted on the attached Proposal Acceptance Form. Our fee assumes the site is accessible to a truck mounted drill rig and the soil borings can be performed during normal work hours (Monday - Friday, 7am to 5pm).

If any additional services are requested or required based on difficult drilling conditions (e.g. soils having SPT blow counts > 50 blows/6-inches or fill materials such as demolition debris, etc.), unreported contaminated materials, or differing site conditions, we will contact your office (or assigned representative) for verbal and written authorization for the additional services.

#### **SCHEDULE**

In preparing this proposal, we have assumed the client will assist in the coordination of our access to the site with the current site owners/occupants. Weather permitting, we anticipate being able to mobilize to the site within about 3 to 4 weeks after authorization to proceed and notification that the appropriate on-site personnel have been informed.

We anticipate that the drilling operations will require approximately 1 day, and that the laboratory testing and report preparation, after drilling is completed, will require approximately 5 to 10 days. Therefore, for time budget purposes, the base scope of services should take approximately 5 to 6 weeks from initial authorization through final report submission. Verbal comments on findings can typically be provided within 3 days of drilling completion, if requested.

**CLOSING**

If other items are required because of unexpected field conditions or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

Our "Terms and Conditions of Service," which are included as an attachment to this letter, is an integral part of our proposal. These conditions represent the current recommendations of the GeoProfessional Business Association (GBA), the Consulting Engineers' Council, and the Geo-Institute of the American Society of Civil Engineers.

Our insurance carrier requires that we receive written authorization prior to initiation of our services, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

**ECS Midwest, LLC**



Mark E. King, P.E.  
Group Manager  
[mking@ecslimited.com](mailto:mking@ecslimited.com)



Matthew Meyer, P.E.  
Geotechnical Department Manager  
[mmeyer@ecslimited.com](mailto:mmeyer@ecslimited.com)

Enclosures:      [Proposal Acceptance Form](#)  
                      [Terms and Conditions of Service](#)

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**PROPOSAL ACCEPTANCE FORM**

Proposal No.: 59:3136-GP  
 Scope of Services: Preliminary Subsurface Exploration and Geotechnical Engineering  
 Project: Proposed Development – Parcel ID 260110000  
 Location: Bluff Avenue  
 Little Chute, Outagamie County, Wisconsin

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Preliminary Geotechnical Subsurface Exploration & Report (\$3,200):**  Yes  No

Optional Services:

Private Utility Locating (Cost + 20%, Estimated \$800):  Yes  No

Rock Coring (\$550 per 5-foot rock core)  Yes  No

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate services on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

**BILLING INFORMATION**

(Please Print or Type)

Name of Client: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Telephone No. of Contact Person: \_\_\_\_\_

Party Responsible for Payment: \_\_\_\_\_

Company Name: \_\_\_\_\_

Person/Title: \_\_\_\_\_

Department: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

Client Project/Account Number: \_\_\_\_\_

Special Conditions for Invoice: \_\_\_\_\_

Submittal and Approval: \_\_\_\_\_

ECS offers an array of services to assist you with *many* phases of your project, including but not limited to:

• Phase I, II and III ESAs	• Third Party Mechanical, Electrical, Plumbing Inspections Services	• Building Envelope, Roofing, and Waterproofing Inspection and Consultation
• Archaeological Assessments	• Geotechnical Engineering Services	• Pre- and Post-Construction Condition Assessments
• Wetlands Delineations	• Construction Materials Testing	• Specialty Materials and Forensics Testing
• Asbestos/Lead Paint Services	• Septic/Drainfield Design Services	• LEED® Consulting Services
• Indoor Air Quality/Mold Services		

Please indicate any of the services you are interested in and a member of the ECS team will contact you to discuss how we can be of service to your project.

**Proposal No. 59:3136-GP (hereinafter the "Proposal")**

**Client: Village of Little Chute**

**ECS MIDWEST, LLC  
TERMS AND CONDITIONS OF SERVICE**

The professional services (the "Services") to be provided by ECS MIDWEST, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

**1.0 INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

**2.0 SCOPE OF SERVICES** - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

**3.0 STANDARD OF CARE**

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

**4.0 CLIENT DISCLOSURES**

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

**5.0 INFORMATION PROVIDED BY OTHERS** - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

**6.0 CONCEALED RISKS** - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

**7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES**

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors

and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 ECS warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

**8.0 UNDERGROUND UTILITIES**

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locator, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

**9.0 SAMPLES**

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

**10.0 ENVIRONMENTAL RISKS**

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

- 10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.
- 11.0 OWNERSHIP OF DOCUMENTS**
- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.
- 12.0 SAFETY**
- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.
- 13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES**
- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.
- 14.0 CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."
- 15.0 BILLINGS AND PAYMENTS**
- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.
- 16.0 DEFECTS IN SERVICE**
- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.
- 17.0 INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.
- 18.0 LIMITATION OF LIABILITY**
- 18.1** **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff,

- consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.
- 19.0 INDEMNIFICATION**
- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.
- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **If CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.
- 30.0 TITLES; ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

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

**ITEM DESCRIPTION: Library Staffing Approval**

**PREPARED BY:** James Fenlon, Village Administrator *JPF*

**REPORT DATE:** Friday, December 11, 2020

**ATTACHMENTS:** N/A

**EXPLANATION:** Due to the de-merger of the Joint Library and creation of the Little Chute Library, there were several staffing decisions made over the past month between the new Library Directors. Part of these preparations were essential for having the personnel ready for opening the Little Chute Public Library on 1/4/2021. The effort resulted in the assignment of all personnel from the Joint Library to specific community libraries.

Two staff who were previously employed by the Joint Library and maintained health and other benefits will officially be Little Chute employees in the New Year. In their case, due to having health benefits and the process to qualify for these benefits by WI ETF in relation to health insurance coverage, it became apparent that there was going to be a lapse of coverage for these individuals if their last day with the Joint Library was 12/31/2020 and their first day with the Little Chute Public Library was 1/4/2021.

One solution to mitigate a lapse of health insurance coverage is to extend employment to these two individuals to start with the Little Chute (on a part time basis) on December 28<sup>th</sup>, 2020. This will allow these employees to maintain health benefits, if they choose to do so, through the transition of the libraries.

The cost impact of this action will be minimal on the 2020 Library/Civic Center budget. The actual cost of the health insurance is a budgeted 2021 expense.

**RECOMMENDATION:** Discuss and approve the Little Chute Library authorizing the hiring of two staff on 12/28.

## VILLAGE OF LITTLE CHUTE

### RESOLUTION NO. 44, SERIES OF 2020

**WHEREAS**, *Keith and Cindy Gonnering (Cinder Care of Little Chute)* as the owner of property located at 715 Depot Street have agreed to the sale of the property to the Village of Little Chute; and

**WHEREAS**, the owner have accepted an offer to purchase; and

**WHEREAS**, this property is located within TID #8; and

**WHEREAS**, the project plan for TID #8 includes purchase of properties within this district for development and or redevelopment; and

**WHEREAS**, the Village of Little Chute Board of Trustees does find that the purchase of this property is found to be in the public interest.

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of Trustees as follows:

1. That the Village purchase for \$250,000.00 the property being described as; 1988 AMENDMENT TO 1917 ASSESSORS PLAT LOT 9 BLK; and
2. The Seller is allowed to occupy the property until 11 p.m. April 30, 2021 with no charge for rent.
3. The Seller is responsible for all maintenance, repairs, and utilities during post-closing occupancy.
4. The Village will provide Seller with a moving fee of \$2,000 at closing
5. Neither Gonnering Realty nor Keith Gonnering will act as broker or sales agent for properties located at 719 or 723 Depot Street in the Village of Little Chute
6. That the Village Clerk, and/or Village Administrator, and/or Village President are hereby authorized to execute such documents and make payment as necessary to complete the purchase of afore described property.

Date introduced, approved and adopted: December 16, 2020

#### VILLAGE OF LITTLE CHUTE:

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

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