



# AGENDA

## LITTLE CHUTE VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING

PLACE: Little Chute Village Hall  
DATE: Wednesday, March 24, 2021  
TIME: 6:00 p.m.

Virtually attend the March 24, 2021 Committee of the Whole Meeting at 6 PM by following the zoom link here:  
<https://zoom.us/j/98305811741>

Meeting ID: 983 0581 1741  
Phone: 1 312 626 6799 US (Chicago)

- A. Call to Order
- B. Roll Call
- C. Public Appearance for Items Not on the Agenda

1. Approval of Minutes  
*Minutes of the Regular Board Meeting of March 17, 2021*
2. Public Hearing—2021 Utility and Street Reconstruction for Hartzheim Drive and Evergreen Drive
3. Action—Adopt Resolution No. 8, Series 2021 DNR Authorizing Resolution for Grant Administration
4. Call for Unfinished Business
5. Items for Future Agenda
6. 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. *Economic Development Proposal Review*

7. Return to Open Session

8. Adjournment

Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made with as much advance notice as possible to the Clerk's Office at 108 West Main Street, (920) 423-3852, [email: Laurie@littlechutewi.org](mailto:Laurie@littlechutewi.org) Prepared: March 19, 2021



### Information for the Committee of the Whole – March 24 – 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.

Virtually attend the March 24<sup>th</sup> Committee of the Whole at 6:00 PM by following the link here:

Join Zoom Meeting

<https://zoom.us/j/98305811741>

Meeting ID: 983 0581 1741

+1 312 626 6799 US (Chicago)

Meeting ID: 983 0581 1741

Find your local number: <https://zoom.us/u/ae6wwpOfh>

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)

1. 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.
2. 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>
3. 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.
4. 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 MARCH 17, 2021

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  
Brian Van Lankveldt, Trustee  
Don Van Deurzen, Trustee  
James Hietpas, Trustee  
Bill Peerenboom, 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  
Dan Meister, Fox Valley Metro Police Chief  
Chris Murawski, Village Engineer  
Kent Taylor, Director of Public Works

EXCUSED: Laurie Decker, Village Clerk  
Katherine Freund, LC Library Director  
Tyler Claringbole, Village Attorney

### **Public Appearance for Items Not on the Agenda**

None

### **Consent Agenda**

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

1. Minutes of Regular Board Meeting of March 3, 2021
2. Minutes of Committee of the Whole Meeting of March 10, 2021
3. Action—Adopt Resolution No. 5, Series 2021, Drews CSM
4. Action—Adopt Resolution No. 6, Series 2021, Griffin CSM
5. Disbursement List

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

Ayes 7, Nays 0 – Motion Carried

Other Informational Items—February Fire Monthly Report and February Monthly Report

### **Public Hearing—Karen Drive Zoning Change**

*Moved by Trustee L. Van Lankvelt, seconded by Trustee B. Van Lankveldt to Enter into Public Hearing*

Ayes 7, Nays 0 – Motion Carried

Director Kittel went over the 5 properties that are requested to be changed from residential to industrial and advised the Board that all neighbors have been informed and this has been approved by the Plan Commission.

*Moved by Trustee L. Van Lankvelt, seconded by Trustee Van Deurzen to Exit Public Hearing*

Ayes 7, Nays 0 – Motion Carried

### **Discussion/Action—Johnson Street Parking**

Director Taylor went over the temporary no parking signs that were put up on Johnson Street and would now like to discuss or take action to make the signs permanent. Administrator Fenlon advised the Board that a resident in the 600 block of Johnson Avenue feels the no parking signs in the winter should be permanent. Trustee L. Van Lankvelt would like to see year-round no parking signs and not just seasonal. Ms. Alison Wallace, 414 Johnson Avenue would like to see the signs stay up all year long and is safer for everyone. Mr. Binversie, 605 Johnson Court would also like to see the no parking signs year-round.

*Moved by Trustee Smith, seconded by Trustee L. Van Lankvelt to make the No Parking Signs on Johnson Avenue and Johnson Court permanent.*

Ayes 7, Nays 0 – Motion Carried

### **Ordinances:**

#### **Adopt Ordinance No. 2-157, Series 2021, An Ordinance Establishing Compensation and/or per Diems for Certain Boards and Commissions Members**

*Moved by Trustee Peerenboom, seconded by Trustee Smith to Adopt Ordinance No. 2-157, Series 2021, An Ordinance Establishing Compensation and/or per Diems for Certain Boards and Commissions Members and to change the compensation from \$35.00 to \$50.00 per meeting attended.*

Ayes 6, Nays 1 (Van Deurzen) – Motion Carried

#### **Adopt Ordinance No. 3, Series 2021, An Ordinance Amending Chapter 40 Streets, Sidewalks, and Other Public Places, Article III Section 40-64 (K) Construction and Repair**

*Moved by Trustee B. Van Lankveldt, seconded by Trustee Peerenboom to Adopt Ordinance No. 3, Series 2021, An Ordinance Amending Chapter 40 Streets, Sidewalks, and Other Public Places, Article III Section 40-64 (K) Construction and Repair*

Ayes 7, Nays 0 – Motion Carried

#### **Adopt Ordinance No. 4, Series 2021, An Ordinance Amending Chapter 44 of the Little Chute Municipal Code and the Official Zoning Map for Karen Drive**

*Moved by Trustee B. Van Lankveldt, seconded by Trustee Smith to Adopt Ordinance No. 4, Series 2021, An Ordinance Amending Chapter 44 of the Little Chute Municipal Code and the Official Zoning Map for Karen Drive*

Ayes 7, Nays 0 – Motion Carried

### **Action—Site Plan Outagamie County Recycling and Solid Waste**

Director Kittel went over the Site Plan for Outagamie County Recycling and Solid Waste and was previously approved by the Plan Commission with the concerns for storm water information. Trustee Van Lankvelt asked if any inspections are done on the building; Director Kittel advised that this would be done through the State, but our building inspector would be on-site. The majority of the Board decided that they would like to wait until the Storm Water Maintenance Plans are received before any action is taken.

### **Discussion—Request from Rustic Resque to Utilize Village Parking**

Director Kittel requested using the Village parking lot to park a Utility Trailer overnight during the summer. This item is for discussion only and questions were raised if residents wanted to use this parking lot, would they be able to; the answer is not without prior permission.

### **Discussion/Action—Kayak Launch**

Director Breest went over the information on bids received for the Kayak Launch. Only one bid was received, staff is recommending rejecting this bid and opening up public bids again.

*Moved by Trustee Smith, seconded by Trustee Peerenboom to reject the bid by Highway Landscapers, Inc. and reopen for bid.*

Ayes 7, Nays 0 – Motion Carried

## **Discussion—MS4 Annual Report**

Director Taylor went over the MS4 Report to be sent to the DNR

## **Action—Adopt Resolution No. 7, Series 2021 Approving the 2020 MS4 General Permit Annual Report**

*Moved by Trustee L. Van Lankvelt, seconded by Trustee Smith to Adopt Resolution No. 7, Series 2021 Approving the 2020 MS4 General Permit Annual Report*

Ayes 7, Nays 0 – Motion Carried

## **Discussion/Action—RFP Transportation Funding Working Group**

Administrator Fenlon went over the RFP and if approved will be released on April 5<sup>th</sup>, 2021.

*Moved by Trustee Peerenboom, seconded by Trustee Smith to Approve the release of the Request for Proposal (RFP) For Transportation utility and Street Funding Feasibility, Analysis, and Utility Creation as presented*

Ayes 7, Nays 0 – Motion Carried

## **Discussion/Action—Budget Amendments and Carryover**

Director Remiker-DeWall went over the request for the 2020 Budget Amendments and the 2020-2021 Carryover with supporting documents attached to the packet. The Board thanked the Finance Department for their work.

*Moved by Trustee Peerenboom, seconded by Trustee Smith to Approve the Budget Amendments and Carryover as presented.*

## **Roll Call Vote**

Trustee Brian Van Lankveldt	Aye
Trustee Smith	Aye
Trustee Van Deurzen	Aye
Trustee Peerenboom	Aye
Trustee Larry Van Lankvelt	Aye
Trustee Hietpas	Aye
President Vanden Berg	Aye

Ayes 7, Nays 0 – Motion Carried

## **Discussion/Action—K-9 MOU**

Chief Meister advised the board that the Metro Police Canine Foundation has met its 2021 financial goal and now needs to assign a handler. This has been approved by the Fox Valley Metro Police Association Local 152 and the Village of Kimberly Board and now needs the approval of the Village of Little Chute Board.

*Moved by Trustee Smith, seconded by Trustee L. Van Lankvelt to Approve the K-9 Memorandum of Understanding as presented.*

Ayes 7, Nays 0 – Motion Carried

## **Discussion—Covid-19 Updates**

No updates

## **Department and Officers Progress Reports**

Departments and Officers provided progress reports to the Board.

## **Call for Unfinished Business**

Nikki from Johnson Avenue supports the parking signs all year long

## **Items for Future Agenda**

None

**Closed Sessions:**

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

*Moved by Trustee Smith, seconded by Trustee Van Deurzen to enter into closed session.*

Ayes 7, Nays 0 – Motion Carried

19.85(1)(e) Wis. Stats. Deliberations or negotiations on the purchase of public properties, investing of public funds or conducting other specific public business when competitive or bargaining reasons require a closed session. *Economic Development Negotiations*

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

Ayes 7, Nays 0 – Motion Carried

19.85(1)(c) Consideration of Employment, Promotion, or Performance Evaluation Data of any Public Employee of the Village of Little Chute. *Personnel, 2020 Review of Village Administrator*

*Moved by Trustee B. Van Lankveldt, seconded by Trustee Van Deurzen to enter into closed session.*

Ayes 7, Nays 0 – Motion Carried

**Return to Open Session**

*Moved by Trustee Smith, seconded by Trustee Van Deurzen to exit closed session.*

Ayes 7, Nays 0 – Motion Carried

**Adjournment**

*Moved by Trustee L. Van Lankvelt, seconded by Trustee Van Deurzen to Adjourn the Regular Board Meeting at 9:02 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**  
(Outagamie County, State of Wisconsin)

**NOTICE OF PUBLIC HEARING**

**PROJECT:** 2021 Utility and Street Reconstruction Projects

**SPECIAL ASSESSMENT AREA OF PROJECT:**

Hartzheim Drive - Buchanan Street to 1,400 feet west - Paving & Utilities

**NOTICE OF PUBLIC HEARING ON PROPOSED SPECIAL ASSESSMENTS/HOOKUP FEES FOR  
INSTALLATION AND CONSTRUCTION OF PUBLIC IMPROVEMENTS, AS SET FORTH ABOVE, HAVING  
BEEN CONSTRUCTED/INSTALLED WITHIN THE VILLAGE OF LITTLE CHUTE.**

**PLEASE TAKE NOTICE** that the Village Board of Trustees, Village of Little Chute, as located in Outagamie County. State of Wisconsin, has declared its intention to exercise its police powers under Chapter(s) 61.36 and as applicable, 66.0701, 66.0703, and 66.0907, of the Wisconsin Statutes and Village Ordinances, as amended from time to time, to levy special assessments/hookup fees upon property located within the above-described area for the purpose of paying for the installation and construction of the project set forth above. That all said special assessment/hookup fees, when levied, shall be based upon a reasonable basis, being total and complete construction costs, including engineering fees, attorneys' fees, publication costs, Village administrative costs and fees, and all other costs related to said special assessment proceedings.

The Report of the Village Engineer for the Village of Little Chute showing final plans and specifications, an estimate of the entire and complete cost of installation and construction and proposed assessments, is on file in the Administrative Offices and Finance Department, 108 West Main Street and may be inspected on any business day, beginning March 10, 2021, between the hours of 8:00 A.M. to 4:30P.M.

**YOU ARE FURTHER NOTIFIED** that the Village Board of Trustees, of the Village of Little Chute, **will hear all persons interested**, or their agents or attorneys, concerning matters contained in the Preliminary Special Assessment/Hookup Fees Resolution and the Village Engineer's Report on:

**Wednesday, March 24, 2021 at 6:00 p.m. in the Village Board Room at the  
Little Chute Village Hall, 108 W. Main Street, Little Chute, WI 54140**

All objections will be considered at said hearing and thereafter, the amount of special assessments/hookup fees will be determined by the Village Board of Trustees pursuant to any Final Assessment Resolution levying special assessments/hookup fees as thereafter voted upon, passed and adopted by the Village Board of Trustees.

Dated this 4th day of March 2021

Laurie Decker, Village Clerk

**VILLAGE OF LITTLE CHUTE**

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

Publish: March 10, 2021

# STATE OF WISCONSIN AFFIDAVIT OF PUBLICATION

March 10, 2021  
VILLAGE OF LITTLE CHUTE  
(Outagamie County, State of Wisconsin)  
NOTICE OF PUBLIC HEARING

PROJECT: 2021 Utility and Street Reconstruction Projects  
SPECIAL ASSESSMENT AREA OF PROJECT:  
Hartzheim Drive - Buchanan Street to 1,400 feet west - Paving & Utilities

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VILLAGE OF LITTLE CHUTE

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WNAXLP

Laurie Hammen

being duly sworn doth depose and say that he/she is an authorized representative of the **TIMES-VILLAGER**, a weekly newspaper published by News Publishing Co., Inc. at **Kaukauna, Wisconsin**, in **Outagamie County**, and that an advertisement of which the annexed is a true copy, taken from said paper, was published therein on:

03/10/2021

SIGNED

DATED

Laurie A. Hammen

03/11/2021

Laurie A. Hammen

Notary Public, State of Wisconsin

My Commission Expires

4/25/2023

# of Lines 51

# of Weeks Published 1

Publication Fee \$ 84.87

Proof of Publication \$ 1.00

Total \$ 85.87



# **Little Chute**

ESTABLISHED 1848

## **2021 Utility & Street Reconstruction**

**Public Hearing On Proposed Special Assessments/Hookup Fees for Installation and Construction of Public Improvements**

Please feel free to ask questions or share comments and concerns by using the chat function or by phone. Time will be provided after the presentation to ask questions. Thank you for your cooperation.

# Village Engineering Staff



**Chris Lyons**  
CAD Designer



**Christopher Murawski, P.E.**  
Village Engineer



**Laura Braatz**  
Office Administrative Staff



**Dave Mattson**  
Field Survey/CAD Designer



**Rob Olkiewicz**  
Construction Manager/CAD Designer



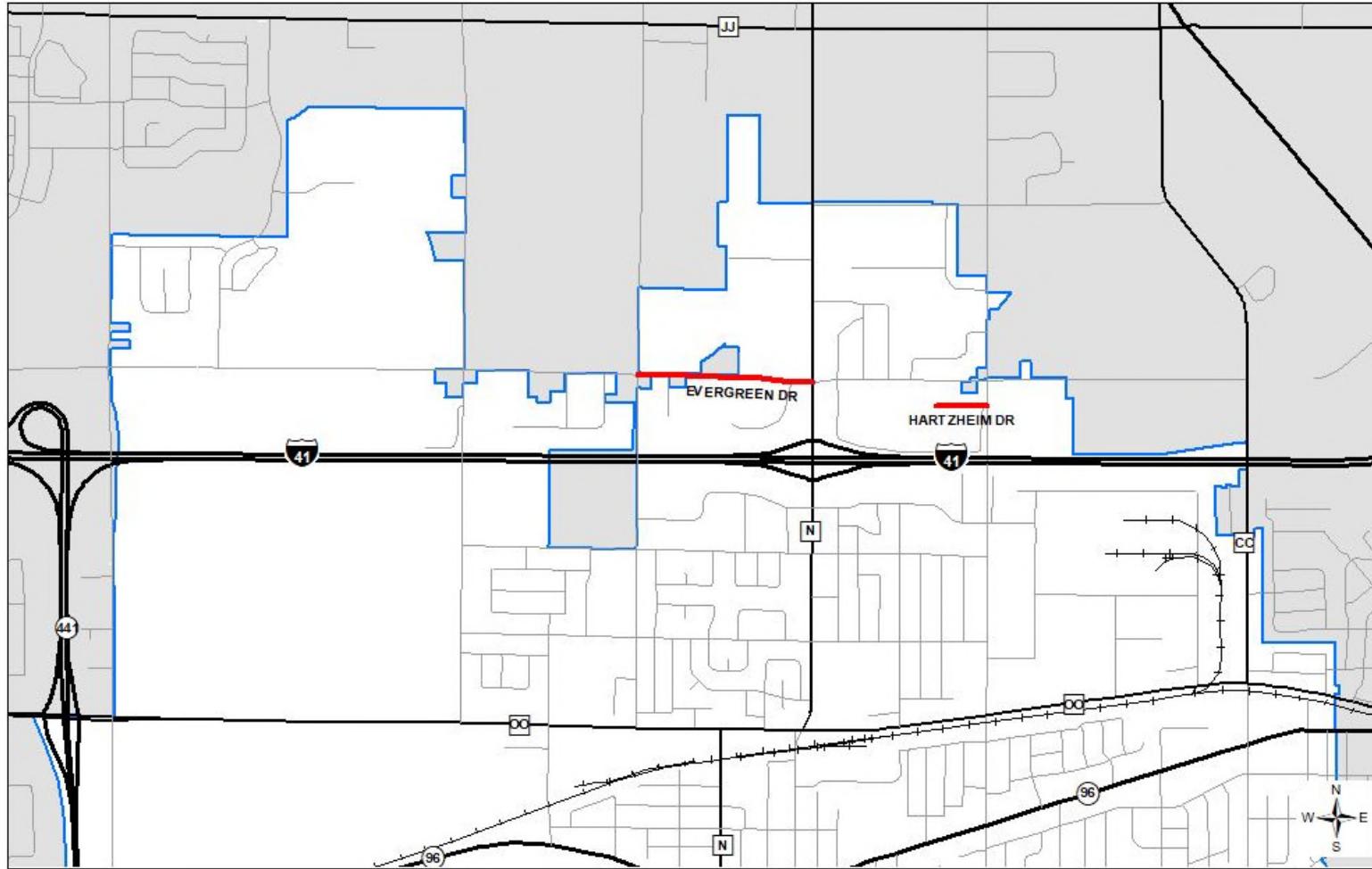
**Bryan Blum**  
GIS Manager/Inspection

# 2021 Utility and Street Reconstruction Project Information

The street reconstruction is necessary on **Hartzheim Drive** due to failing asphalt pavement. Utilities and concrete pavement will also be extended for this street to provide for new development. (Assessment Project)

**Evergreen Drive** pavement improvements are being driven by new development. The existing asphalt pavement will not withstand the new traffic loads that are anticipated. (Non Assessment Project)

# 2021 Utility and Street Reconstruction Project Locations



# Public Hearing On Proposed Special Assessments/Hookup Fees

The 2021 Construction Projects are complete and ready for bid. The Preliminary Engineer's report is available for review with an estimated value of the assessment to be levied against each affected parcel for the proposed benefits. Please do not hesitate to ask questions or share comments and concerns with the Village staff.

# Typical Construction Sequence

**Project Duration from April to October**

- Terrace Trees
- Sanitary Sewer Installation
- Water Main Installation
- Storm Sewer Installation
- Water Lateral Installation
- Storm Sewer Lateral Installation
- Street Excavation
- Sub Base Installation
- Concrete Placement
- Terrace Restoration
- Signage and Pavement Marking Installation

# Hartzheim Drive Assessment Rates

## Preliminary Engineer's Report, (March 9, 2021)

**Concrete Street Pavement** - Two 12 foot drive lanes 2-6 foot parking lanes  
\$107.82 per lineal foot - Residential Rate (Reconstruction)  
\$129.01 per lineal foot - Commercial Rate (Reconstruction)

**Sidewalk and Apron Replacement** – Included as part of rate for concrete street pavement.

**6-inch Dia. Sanitary Lateral** - Main to Property Line, \$3,931.46 each

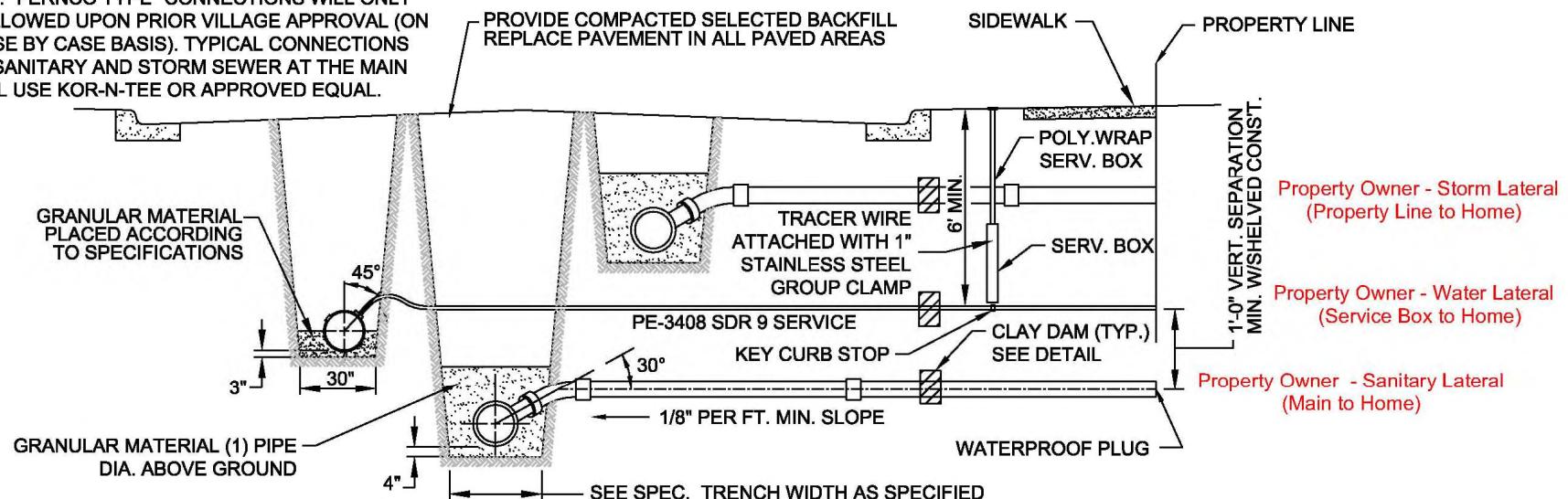
**6-inch Dia. Storm Lateral** - Storm Main to Property Line, \$1,306.02 each  
(30% Village – 70% Property Owner)

**1-1/4 & 2-inch Water Service** – Water Main to Curb Box, \$5,634.98 each  
Reconstruction - Water Utility Cost  
New Construction - Developer/Property Owner

(No assessment charges for extending utility mains)

# Service Lateral Responsibilities

NOTE: "FERNCO TYPE" CONNECTIONS WILL ONLY BE ALLOWED UPON PRIOR VILLAGE APPROVAL (ON A CASE BY CASE BASIS). TYPICAL CONNECTIONS FOR SANITARY AND STORM SEWER AT THE MAIN SHALL USE KOR-N-TEE OR APPROVED EQUAL.



# New Service Laterals - **Water**

## **Water Service Lateral**

New services will be from the main to the curb stop (new road construction, not reconstruction).

Leaking or defective service lines, outside the right of way, will be ordered to be replaced to the existing building (meter) if discovered (not anticipated).

**No existing lead pipes are anticipated to be encountered for the 2021 construction projects.**

# New Service Laterals - **Storm**

## **Storm Sewer Lateral Installation**

Install laterals to right-of-way for each property allowing for sump pump hookups.

Existing storm pipe discharging at the right of way will be connected to the new storm sewer at no charge.

# Drainage & Sump Pump Water

All new storm laterals will be assessed to the land owner and the building sump pump will be required to connect to the provided lateral.

All structures (with basements) without a sump pump will be required to install one and then connect to provided storm lateral.

Storm laterals are not designed for surface water drainage or roof runoff from downspouts.

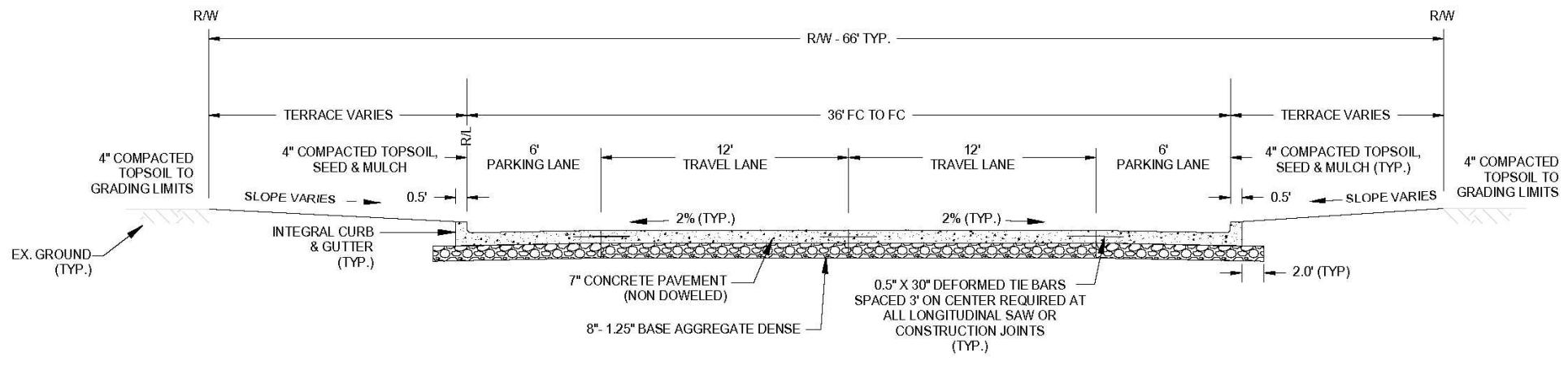
# New Service Laterals – Building Sewer

## **Building (sanitary) Sewer Lateral Installation**

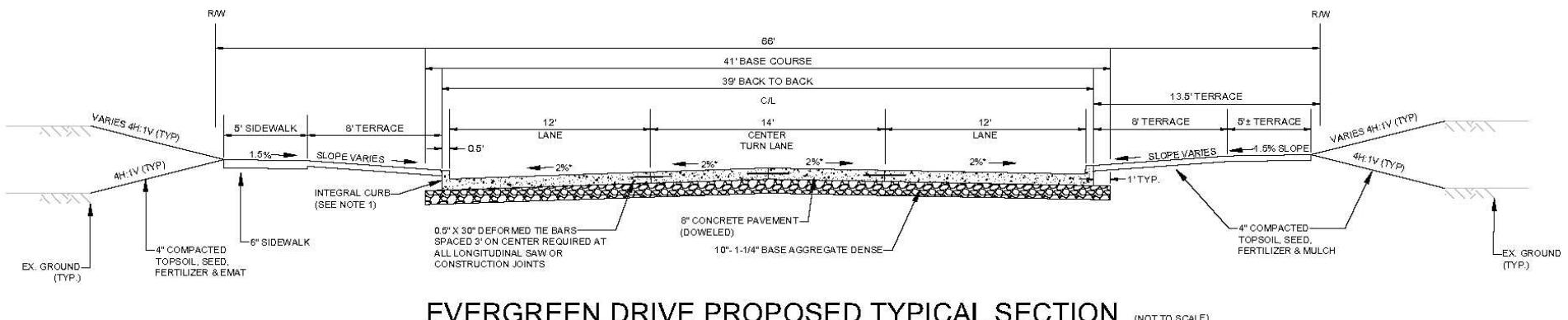
Install laterals to right-of-way for each property.  
Any new or faulty services will be assessed to the  
property owner.

Leaking or defective sewer laterals lines, outside the right of way, will be ordered to be replaced to the existing building if discovered (none anticipated).

The new pavement section for **Hartzheim Drive** will comprise of two 12-foot-wide drive lanes and two 6-foot-wide parking lanes.



**The new pavement section for Evergreen Drive will comprise of two 12-foot-wide drive lanes and one 14-foot-wide dedicated turn lane (non assessment project).**



# Included in Concrete Pavement Assessment

## **Street Excavation**

Removal of remaining pavement, sub base, curb and gutter, topsoil, vegetation, or any other obstructions.

## **Sub Base Installation**

Install and grade crushed aggregate to function as road base.

## **Concrete Placement**

Installation of street pavement and curb, replacement sidewalk, sidewalk ramps and driveway aprons.

Approximately one week of concrete cure time required between placing adjacent concrete items.

## **Terrace Restoration**

Shape terrace areas, install topsoil and seed.

# Frequently Asked Questions During Construction

# What are special assessments?

A special assessment is a charge made by the Village to the property owners to pay for the cost of improvements which are constructed to serve the adjacent properties. Special assessments are a means by which the Village distributes the cost of constructing improvements to those properties which are benefited. The Village follows the procedures contained in Section 66.0701 and 66.0703, Wis. Stats. And the Village of Little Chute's Municipal Code, for levying special assessments.

# Why do I have to pay special assessments if I am already paying property taxes?

Special assessments paid by property owners cover only a portion of the costs for improvements, with the Village's general fund paying the rest. All property owners in the Village benefit from an ongoing program of street construction and maintenance, but abutting property owners realize a greater benefit of improvements which serve their properties.

## What improvements are assessed?

Typically the Village assesses for new street construction, street reconstruction, **new drive approaches, new sidewalk installation** and/or replacement, building sewer laterals, alley paving, and **new construction of mains for storm sewer, sanitary sewer and water supply.**

## Will my driveway be replaced?

For this project, the driveway approach, including the sidewalk section through the driveway, will be constructed as part of the concrete street paving. This is the portion of your driveway that resides in the public right of way.

Sidewalks will be installed as part of the paving special assessment unit rate.

# How will my trash and recycling pickup be affected?

The Village will endeavor to maintain your regular garbage pick-up schedule. However, depending upon the stage of construction, pick-up may be delayed by a day or two. Unless notified otherwise, please leave your polycart out until it is emptied. If you experience problems or have questions during construction, please contact **Public Works at 920-423-3865 (for garbage issues)** and **Orion Waste Solutions at 920-759-0501 (for recycling concerns)**.

# Can the Contractor perform work on my private property?

The Village does not get involved with coordinating construction on private property. You may contact the contractor individually to contract work with them privately.

Minimal transition work in lawn areas should be expected but if the property owner requests an easement one can be provided to document the extent of disturbance and the duration of the temporary construction easement. Because this work is considered to be a benefit to the property owner it is the Village's policy that no cost for the easement will be provided to the property owner. If permission to access the property is denied the construction work will end at the property line and the property owner will be required to complete the transition work using the established design elevations at the Right of Way.

# What happens if I witness something dangerous in the construction zone?

Please inform the project inspector or the Village offices as soon as possible. Appropriate staff will attempt to remedy the situation. If it is an emergency, contact 911.

# How long will the project take?

Depending on the project complexity and weather, it will take approximately 24 weeks to complete the work. There may be times during this period when you will be inconvenienced by construction equipment and delays. We realize this will be an interruption to your normal routine and the Village appreciates your willingness to bear with the process.

## What are the typical hours of construction?

Construction hours are from **7:00 am to 8:00 pm**. Some exceptions may occur due to weather conditions or approaching deadlines. There may exist the need for saw cutting of the newly poured street outside of the typical construction hours. The timing of this sawing is critical to preclude random cracking from occurring. We apologize in advance for this inconvenience, but it is necessary to protect the integrity of the newly poured concrete panels.

## **Will my utilities (water, sewer, phone, cable, etc.) be affected?**

The Village anticipates no interruptions to your utilities during the street construction. Private utilities, however, such as gas, electric, or phone may have work unrelated to this project scheduled to occur during this same time period.

# What kind of access can I expect during construction?

Driveway access will be temporarily restricted throughout the project. Often this will occur when work is being completed in front of or adjacent to the property. Driveway access will be restored at the end of each construction day whenever possible.

Driveway access will be restricted for an extended period during the construction of the pavement, driveway approach and any driveway sidewalk. Notification will be provided to the residents prior to the closure.

## Where should I park?

Your new concrete street will be poured in phases, typically one lane at a time. Once the first lane is poured, it requires seven (7) days of cure time before it can be driven on. During this phase, there may be room for overnight parking on the un-paved (gravel) side of the street. Additionally, some residents may choose to cooperate with neighbors for temporary parking arrangements. Please be advised that during normal construction hours vehicles are required to be located outside of the public right of way.

## What if I need special access to my property?

Simply call the Village Engineering Office and arrangements will be made to talk to you about your needs. If something comes up without notice, the Contractors will be informed to help as much as possible to avoid harm to person or property.

If you have any special needs for accessibility or for any other considerations please notify the Village as soon as possible.

# How will this affect emergency services?

There should be no impact to emergency services. They are informed daily and instantly if changes in traffic occur. Construction equipment will move out of the way if emergency services are present.

# **Do I need to do anything with my sump pump or roof drains?**

Roof drains are not allowed to connect to the storm lateral that will be provided. The storm lateral is intended for the building sump pump. Property owners located in the Village of Little Chute are required to connect to the new lateral for your sump pump.

## **What will happen to mail delivery and my mailbox?**

The homeowner must make arrangements with the post office for mail service during construction. The Postmaster may choose to set up temporary boxes, relocate people's existing boxes to a temporary location, or have residents pick up their mail at the post office. It is the homeowner's responsibility to remove and re-install their mailbox. If not removed by time of construction, the contractor will remove it and place it on your front lawn. The contractor will not be responsible for any damage. Please contact the post office for guidelines on the installation of mailboxes. The Village has contacted the Postmaster to try to coordinate final mailbox locations.

# Dust and Noise

Street construction is a process during which you can expect to endure a fair amount of noise and dust. We ask for your patience and understanding as we make the necessary improvements to your street.

**Thank you in advanced for your cooperation.**

# Communication Updates

The Village will use a variety of methods to communicate with you. Public meetings, the postal service, and/or doorstep memos and notices are standard. Once construction has started, bi-weekly updates will be posted on the Village website at [www.littlechutewi.org](http://www.littlechutewi.org). Of course we are always available by telephone if you should have questions that arise during the project.

## Do I need to do anything before construction starts?

Please remove any irrigation, landscaping, walls, rocks, electric pet fences, and other items within the right of way you want to preserve during construction. If items are not removed, the Contractor will remove and discard them. Also, contact the Village if those items reside on your property to minimize impacts.

Finally, please try to attend the walk through on-site public informational meeting. This meeting with the Village engineering staff will occur prior to construction and is provided to inform residents of what can be expected during construction.

## What should I expect after construction is completed?

The Contractor will have top soiled, seeded, and mulched all areas disturbed by the construction. **It is the property owner's responsibility to water the seeded areas and cut the newly established grass.** By providing the same lawn care in the right of way as the property owner's lawn will ensure the grass seed will germinate and grow while preventing weeds taking over the area. Please do not use weed killer during the first year of lawn development.

## **How much is this street improvement going to cost me?**

The cost each property owner will pay is based on the lineal footage of the street frontage. The price per lineal foot is the same for each residential parcel. Commercial properties are charged a separate rate. Lots with multiple frontages receive corner lot credit(s) per Village ordinance. Each property's preliminary assessment charge is calculated and published in the "Preliminary Engineer's Report" along with the concrete street assessment rates. Lateral assessments are also included in this report.

# What are my options for payment?

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- Pay Entire Assessment: If you pay by the due date shown on the enclosed statement (60 days for special assessments) you will avoid any interest charges. If the assessment is not paid in full by the due date, the Village will start to accrue interest monthly at an annual rate of **1.65%** (Interest rate is determined by what rate the Village attains on its debt issue for the project. The rate assessed in **2020** was **2.5%**.)
- Annual Installment: An annual installment plan with the Village of no less than one year and generally up to five years is available. The term on the plan is dependent upon the amount of your bill (installment minimum is \$300 per year).

## What are my options for payment?

A property owner is responsible for making their annual payment before November 1 of each year to avoid placement of the special assessment installment on your property tax bill. By default, if we do not receive a required payment before November 1 each year the amount shown on the statement you will receive will automatically be placed on your tax bill as a special assessment beginning with the 2021 tax bill. Special Assessments are due on the first installment of your tax bill.

Please note the Village does not have a prepayment penalty on special assessments. An outstanding special assessment plus accrued interest can be made at any time. Interest is calculated monthly on the balance of your assessment as of the 1st of each month.

Do you have  
any questions  
or comments?



# Frequently Asked Questions About Construction & Special Assessments

Common Questions for Village Street Improvement Projects – 2021 Utility and Paving Projects

## **What are special assessments?**

A special assessment is a charge made by the Village to the property owners to pay for the cost of improvements which are constructed to serve the adjacent properties. Special assessments are a means by which the Village distributes the cost of constructing improvements to those properties which are benefited. The Village follows the procedures contained in Section 66.0701 and 66.0703, Wis. Stats. And the Village of Little Chute's Municipal Code, for levying special assessments.

## **Why do I have to pay special assessments if I am already paying property taxes?**

Special assessments paid by property owners cover only a portion of the costs for improvements, with the Village's general fund paying the rest. All property owners in the Village benefit from an ongoing program of street construction and maintenance, but abutting property owners realize a greater benefit of improvements which serve their properties.

## **What improvements are assessed?**

Typically the Village assesses for new street construction, street reconstruction, new drive approaches, new sidewalk installation and/or replacement, building sewer laterals, alley paving, and new construction of mains for storm sewer, sanitary sewer and water supply.

## **Will my driveway be replaced?**

For this project, the driveway approach, including the sidewalk section through the driveway, will be constructed as part of the concrete street paving. This is the portion of your driveway that resides in the public right of way.

Sidewalks will be installed as part of the paving special assessment unit rate.

## **How will garbage and recycling pickup be affected?**

The Village will endeavor to maintain your regular garbage pick-up schedule. However, depending upon the stage of construction, pick-up may be delayed by a day or two. Unless notified otherwise, please leave your polycart out until it is emptied. If you experience problems or have questions during construction, please contact Public Works at 920-423-3865 (for garbage issues) and Orion Waste Solutions at 920-759-0501 (for recycling concerns).

## **Can the Contractor perform work on my private property?**

The Village does not get involved with coordinating construction on private property. You may contact the Contractor individually to contract work with them privately.

Minimal transition work in lawn areas should be expected but if the property owner requests an easement one can be provided to document the extent of disturbance and the duration of the temporary construction easement. Because this work is considered to be a benefit to the property owner it is the Village's policy that no cost for the easement will be provided to the property owner. If permission to access the property is denied the construction work will end at the property line and the property owner will be required to complete the transition work using the established design elevations at the Right of way.

## **What happens if I witness something dangerous in the construction zone?**

Please inform the project inspector or the Village offices as soon as possible. Appropriate staff will attempt to remedy the situation. If it is an emergency, contact 911.

**How long will the project take?**

Depending on the project complexity and weather, it will take approximately 24 weeks to complete the work. There may be times during this period when you will be inconvenienced by construction equipment and delays. We realize this will be an interruption to your normal routine and the Village appreciates your willingness to bear with the process.

**What are the typical hours of construction?**

Construction hours are from 7:00 am to 8:00 pm. Some exceptions may occur due to weather conditions or approaching deadlines. There may exist the need for saw cutting of the newly poured street outside of the typical construction hours. The timing of this sawing is critical to preclude random cracking from occurring. We apologize in advance for this inconvenience, but it is necessary to protect the integrity of the newly poured concrete panels.

**Will my utilities (water, sewer, phone, cable, etc.) be affected?**

The Village anticipates no interruptions to your utilities during the street construction. Private utilities, however, such as gas, electric, or phone may have work unrelated to this project scheduled to occur during this same time period.

**What kind of access can I expect during construction?**

Driveway access will be temporarily restricted throughout the project. Often this will occur when work is being completed in front of or adjacent to the property. Driveway access will be restored at the end of each construction day whenever possible.

Driveway access will be restricted for an extended period during the construction of the pavement, driveway approach and any driveway sidewalk. Notification will be provided to the residents prior to the closure.

**Where should I park?**

Your new concrete street will be poured in phases, typically one lane at a time. Once the first lane is poured, it requires seven (7) days of cure time before it can be driven on. During this phase, there may be room for overnight parking on the un-paved (gravel) side of the street. Additionally, some residents may choose to cooperate with neighbors for temporary parking arrangements. Please be advised that during normal construction hours vehicles are required to be located outside of the public right of way.

**What if I need special access to my property?**

Simply call the Village Engineering Office and arrangements will be made to talk to you about your needs. If something comes up without notice, the Contractors will be informed to help as much as possible to avoid harm to person or property.

If you have any special needs for accessibility or for any other considerations please notify the Village as soon as possible.

**How will this affect emergency services?**

There should be no impact to emergency services. They are informed daily and instantly if changes in traffic occur. Construction equipment will provide access and move out of the way if emergency services are present.

**Do I need to do anything with my sump pump or roof drains?**

Roof drains are not allowed to connect to the storm lateral that will be provided. The storm lateral is intended for the building sump pump. Property owners located in the Village of Little Chute are required to connect to the new lateral for your sump pump.

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*Payment options are provided on the following page.*

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Please note the Village does not have a prepayment penalty on special assessments. An outstanding special assessment plus accrued interest can be made at any time. Interest is calculated **monthly** on the balance of your assessment as of the 1<sup>st</sup> of each month.

Preliminary

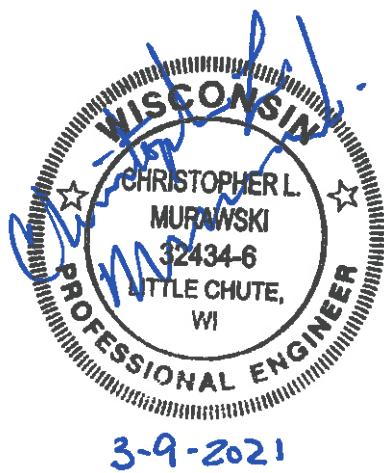
# Engineer's Report

## 2021 Utility and Street Reconstruction

Hartzheim Drive



### VILLAGE OF LITTLE CHUTE OUTAGAMIE COUNTY, WISCONSIN



March 9, 2021

108 West Main Street  
Little Chute, WI 54140  
(920) 423-3865  
[www.littlechutewi.org](http://www.littlechutewi.org)

# Preliminary Engineer's Report

(Pursuant to Sec 66.0703(11)(b) Wisconsin Stats as Amended)

## 2021 Utility and Street Reconstruction Hartzheim Drive



**VILLAGE OF LITTLE CHUTE**  
OUTAGAMIE COUNTY, WISCONSIN

**March 9, 2021**

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1. This Engineer's Report, submitted on behalf of the Village of Little Chute, is prepared in compliance with Section 66.0703(1)(b), Wisconsin Statutes, and Section 66.0703(3), Wisconsin Statutes, as amended.
2. That all preliminary and final plans and specifications for the 2021 Utility and Street Reconstruction Projects are on file with the clerk of the municipality.
3. That following hereinafter is an estimate of the entire cost of the proposed work or improvements, either based upon the Engineer's estimates or based upon actual bids received for said proposed work or improvements by the Village of Little Chute.
4. That hereinafter follows an estimate, as to each parcel of property affected, of the assessment of benefits to be levied against each affected parcel.
5. The same is attached hereto and incorporated herein as a schedule of final assessments.
6. That it has been determined by the governing body of the Village of Little Chute that the property against which the assessments and hookup fees are made are specially benefited from said work, improvements and installation of the same, and that all assessments are pursuant to Sections 66.0703(1)(b) Police Powers, and that said assessments are based upon a reasonable basis, as determined by said government body, mainly being construction costs assessment, including actual cost of construction, engineering fees, legal fees, posting and publication expenses.

**Village of Little Chute**

By:

*Christopher L. Murawski*  
Christopher L. Murawski, P.E.  
Village Engineer

## PRELIMINARY ENGINEER'S REPORT

<b>Owner:</b>	Village of Little Chute, Outagamie County, WI
<b>Project Name:</b>	2021 Utility Reconstruction
<b>Contract No.</b>	2021001
<b>Date:</b>	March 9, 2021
<b>Streets</b>	Hartzheim Drive

### Storm Lateral Construction Costs (Sewer Main to Property Line)

Item	Qty	Unit	Description	Unit Price	Total
1	365	L.F.	6 Inch Storm Lateral - Open Cut (Schedule 35 PVC)	\$49.69	\$18,136.85
2	13	EA	Storm Sewer Clay Dam	\$159.64	\$ 2,075.32
<b>Construction Costs (Items 1 and 2)</b>					<b>\$20,212.17</b>

**2021 UTILITY RECONSTRUCTION**  
(Hartzheim Drive)

VILLAGE OF LITTLE CHUTE  
Outagamie County, Wisconsin

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**ASSESSMENT COSTS**

**Storm Lateral (Sewer Main to Property Line)**

Construction Costs	\$20,212.17
Engineering & Contingencies (10%)	\$2,021.22
On-Site Inspection (5%)	\$1,010.61
<u>Administration / Fiscal (5%)</u>	<u>\$1,010.61</u>
Total Cost	\$24,254.61
Village Portion (30%)	\$7,276.38
Assessment Portion (70%)	\$16,978.23
Number of Storm Laterals in ROW	13
Assessment Rate (per lateral)	\$1,306.02

<b>Owner:</b>	Village of Little Chute, Outagamie County, WI
<b>Project Name:</b>	2021 Utility Reconstruction
<b>Contract No.</b>	2021001
<b>Date:</b>	March 9, 2021
<b>Streets</b>	Hartzheim Drive

**Sanitary Lateral Construction Costs (Sewer Main to Property Line)**

Item	Qty	Unit	Description	Unit Price	Total
1	265	L.F.	6 Inch Sanitary Lateral - Open Cut (Schedule 35 PVC)	\$92.15	\$24,419.75
2	8	EA	Storm Sewer Clay Dam	\$184.39	\$ 1,475.12
3	8	EA	4 Inch Sanitary Lateral - Pipe Burst (Schedule 17 PE)	\$ 39.36	\$ 314.88
<b>Construction Cost (Items 1 through 3, Inclusive)</b>				<b>\$26,209.75</b>	

**2021 UTILITY RECONSTRUCTION**  
(Hartzheim Drive)

VILLAGE OF LITTLE CHUTE  
Outagamie County, Wisconsin

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**ASSESSMENT COSTS**

**Sanitary Lateral (Sewer Main to Property Line)**

Construction Costs	\$26,209.75
Engineering & Contingencies (10%)	\$ 2,620.98
On-Site Inspection (5%)	\$ 1,310.49
Administration / Fiscal (5%)	\$ 1,310.49
<hr/>	
Total Cost	\$31,451.71

Assessable Laterals	8
Assessment Rate (per lateral)	\$ 3,931.46

<b>Owner:</b>	Village of Little Chute, Outagamie County, WI
<b>Project Name:</b>	2021 Utility Reconstruction
<b>Contract No.</b>	2021001
<b>Date:</b>	March 9, 2021
<b>Streets</b>	Hartzheim Drive

**1-1/4" Water Service (Water Main to Curb Stop)**

Item	Qty	Unit	Description	Unit Price	Total
1	13	EA	1-1/4" Inch Corporation Stop, Curb Stop and Curb Stop Box	\$721.97	\$ 9,385.61
2	665	EA	1-1/4" Inch Polyethylene Water Service - Open Cut	\$ 85.00	\$56,525.00
3	13	EA	Water Service Clay Dam	\$128.81	\$ 1,674.53
<b>Construction Cost (Items 1 through 3, Inclusive)</b>					<b>\$67,585.14</b>

**2" Water Service (Water Main to Curb Stop)**

Item	Qty	Unit	Description	Unit Price	Total
4	2	EA	2" Inch Corporation Stop, Curb Stop and Curb Stop Box	\$ 1,281.67	\$ 2,563.33
5	50	EA	2" Inch Polyethylene Water Service - Open Cut	\$ 102.00	\$ 5,100.00
6	2	EA	Water Service Clay Dam	\$ 128.81	\$ 257.62
<b>Construction Cost (Items 4 through 6, Inclusive)</b>					<b>\$ 7,920.95</b>

**2021 UTILITY RECONSTRUCTION**  
(Hartzheim Drive)

VILLAGE OF LITTLE CHUTE  
Outagamie County, Wisconsin

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**ASSESSMENT COSTS**

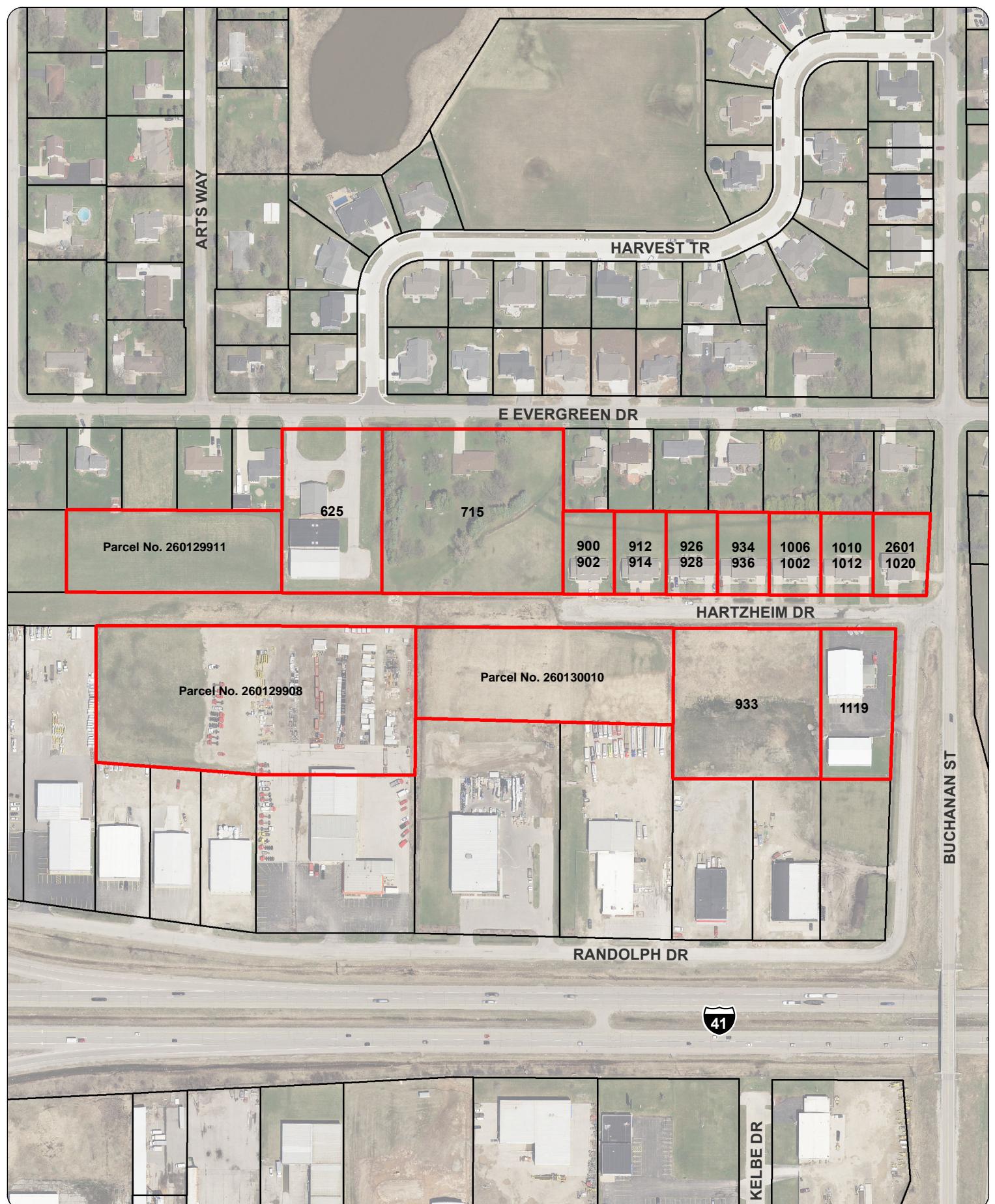
**1-1/4" Water Service (Water Main to Curb Stop)**

Construction Costs	\$67,585.14
Engineering & Contingencies (5%)	\$ 3,379.26
On-Site Inspection (3%)	\$ 2,027.55
Administration / Fiscal (3%)	\$ 2,027.55
<b>Total Cost</b>	<b>\$75,019.50</b>

**2" Water Service (Water Main to Curb Stop)**

Construction Costs	\$ 7,920.95
Engineering & Contingencies (10%)	\$ 792.10
On-Site Inspection (5%)	\$ 396.05
Administration / Fiscal (5%)	\$ 396.05
<b>Total Cost</b>	<b>\$ 9,505.15</b>
 Total Cost	 \$ 84,524.65
Assessable Laterals	15
Assessment Rate (per lateral)	<b>\$ 5,634.98</b>

<b>CONCRETE STREET ASSESSMENT RATES</b>			
<b>Street Design</b>	<b>2 Driving Lanes</b>	<b>2 Driving Lanes 1 Parking Lane</b>	<b>2 Driving Lanes 2 Parking Lanes</b>
<b>Residential</b>			
<b>Rate (RC/RT)</b>	<b>\$81.70</b>	<b>\$95.10</b>	<b>\$107.82</b>
<b>Commercial Rate (all other zoning)</b>	<b>\$121.11</b>	<b>\$121.11</b>	<b>\$129.01</b>
<b>New streets constructed on existing base course receiving its first permanent pavement will be assessed at cost.</b>			
<b>Rates will be re-evaluated in January of odd-numbered years for adequacy.</b>			



**Hartzheim Drive  
2021 Utility & Street  
Assessment Area**

**Legend**

**Assessment Parcels**

**Parcels**

**PRELIMINARY ENGINEER'S REPORT  
2021 UTILITY & STREET RECONSTRUCTION**  
Hartzheim Drive - Buchanan Street to 1,400 feet west  
Date: 3/2/2021

Date: 3/9/2021

**VILLAGE OF LITTLE CHUTE**  
**RESOLUTION NO. 8, SERIES 2021**

**WHEREAS**, the Village of Little Chute is interested in obtaining a cost-share grant from the Wisconsin Department of Natural Resources for the purpose of constructing a storm water management pond known as Vandenbroek Pond.

**WHEREAS**, the applicant attests to the validity and veracity of the statements and representations contained in the grant application;

**WHEREAS**, a grant agreement is requested to carry out the project; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Village of Little Chute will meet the financial obligations necessary to fully and satisfactorily complete the project and hereby authorizes and empowers the following officials or employees to submit the following documents to the Wisconsin Department of Natural Resources for financial assistance that may be available:

Task	Title of Authorized Representative	Email address and Phone Number if alternative is used
Sign and submit a grant application	Little Chute - Village Engineer	chris@littlechutewi.org
Enter into a grant agreement with the DNR	Little Chute - Village Engineer	chris@littlechutewi.org
Submit quarterly and/or final reports to the DNR to satisfy the grant agreement, as appropriate	Little Chute - Village Engineer	chris@littlechutewi.org
Submit reimbursement request(s) to the DNR no later than the date specified in the grant agreement	Little Chute – Village Engineer	chris@littlechutewi.org
Sign and submit	Little Chute – Village Engineer	chris@littlechutewi.org

**BE IT FURTHER RESOLVED** that applicant will comply with all local, state and federal rules, regulations and ordinances relating to this project and the cost-share agreement.

Adopted on the 24th day of March, 2021

**VILLAGE OF LITTLE CHUTE**

BY: \_\_\_\_\_  
Michael Vandenberg, Village President

ATTEST:

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

**State of Wisconsin**  
DEPARTMENT OF NATURAL RESOURCES  
101 S. Webster Street  
Box 7921  
Madison WI 53707-7921

Tony Evers, Governor  
Preston D. Cole, Secretary  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



December 22, 2020

►REQUIRES IMMEDIATE ACTION◀  
**Urban Nonpoint Source & Stormwater Mgt**  
**Grant# USC44146Y21**  
**Grant Amount: \$117,800.00**

Chris Murawski, Village Engineer  
Village of Little Chute  
108 W. Main St.  
Little Chute, WI 54140

Dear Mr. Murawski:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *Vandenbroek Pond*.

This grant, and any reimbursements made under it, is governed by very specific statute and administrative code provisions, and there are a number of activities where you must obtain prior department review and authorization before proceeding. Accordingly, please read the grant documents thoroughly, paying particular attention to the *Scope and Conditions* sections for eligibility, grantee requirements, and reimbursement provisions. You are obligated to submit a Final Report with your final reimbursement request for the projects completed under this grant; before and after pictures are a required component.

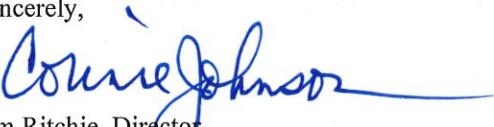
On February 4, 2021 at 1:00 p.m., DNR and UW-Madison Division of Extension will hold a grant administration webinar to provide information about seeking reimbursement from DNR, amending your grant, completing the final report, etc. All grantees receiving CY 2021 grant awards must attend the webinar or view the webinar recording prior to submitting the first reimbursement request for their grant. Webinar registration information will be sent to you soon. Stay tuned for details!

To accept this grant, please review the agreement and transmit a copy signed by the authorized government official, along with the completed *Grantee Contact Page*, as well as evidence that your community has committed the necessary funding for the local share, to the Bureau of Community Financial Assistance using one of the return methods below.

Via E-mail:	Via US Postal Service:
<a href="mailto:DNRCFANONPOINTGRANTS@wisconsin.gov">DNRCFANONPOINTGRANTS@wisconsin.gov</a>	Nonpoint Source Program Grant Manager Bureau of Community Financial Assistance Wisconsin DNR P. O. Box 7921 Madison, WI 53707-7921

Please review this grant thoroughly and if you have any questions, contact your Regional Nonpoint Source Coordinator, Eric Evensen, at (920) 240-5058 or [Eric.Evensen@wisconsin.gov](mailto:Eric.Evensen@wisconsin.gov). Thank you for your continued cooperation with Wisconsin's Runoff Management Program.

Sincerely,

  
Jim Ritchie, Director  
Bureau of Community Financial Assistance

Enclosure(s)

C (e-copy): Eric Evensen, Regional Nonpoint Source Coordinator, DNR Northeast Region  
Corinne Johnson, Nonpoint Source Program Grant Manager, CF/2

## PROJECT CONTACT PAGE

**INSTRUCTIONS:** In the spaces below, insert contact information for the person **most directly involved** with this particular project. The Department will contact the person named for all matters related to this project.

Grant No.	USC44146Y21	
Governmental Unit	Village of Little Chute	
Project Contact Name		
Project Contact Title		
Project Contact Mailing Address		
Project Contact Phone Number (direct):	(      )	Extension:
<b>Project Contact E-Mail Address:</b>		

Address to which reimbursement checks should be sent if different than contact information above:

Name		
Title		
Mailing Address		
Phone Number (direct):	(      )	Extension:
<b>E-Mail Address:</b>		

If information provided on this page -- or any information in Part 1 of this grant agreement -- should change during the Grant Period, please provide that information to DNR Nonpoint Source Program Grant Manager and the DNR Regional Nonpoint Source Coordinator.

Please complete this Contact Page and transmit with the signed grant agreement using one of the return methods below (E-mail is preferred).

<b>Via E-mail:</b>	<b>Via US Postal Service:</b>
<a href="mailto:DNRCFANONPOINTGRANTS@wisconsin.gov">DNRCFANONPOINTGRANTS@wisconsin.gov</a>	Nonpoint Source Program Grant Manager Bureau of Community Financial Assistance Wisconsin DNR P. O. Box 7921 Madison, WI 53707-7921

State of Wisconsin  
 Department of Natural Resources  
 Bureau of Community Financial Assistance  
 Post Office Box 7921 -- CF/2  
 Madison, Wisconsin 53707-7921

WISCONSIN URBAN NONPOINT SOURCE WATER POLLUTION ABATEMENT  
 & STORMWATER MANAGEMENT GRANT PROGRAM

-- CONSTRUCTION GRANT AGREEMENT --

Form 8700-327 (rev.30Nov2018)

**Notice:** By signing this agreement, the grantee indicates concurrence with the conditions of this agreement, authorized under chs. 281 and 283, Wis. Stats., and chs. NR 151, 154, 155 and 216, Wis. Adm. Code. This agreement must be signed and returned to the address above within 30 days so that funds will be reserved for this project. Failure to return a signed agreement will result in denial of grant funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

**PART 1. GRANT ADMINISTRATION INFORMATION**

Grant Number USC44146Y21	Grant Award Date January 1, 2021		
Grantee (Unit of Government) Village of Little Chute		Total Grant Amount \$117,800	
Project Name Vandenbroek Pond	Grant Period From January 1, 2021 Through December 31, 2022		
Authorized Government Official Chris Murawski, Village Engineer	Grantee Contact Chris Murawski, Village Engineer		
Government Official Address 108 W Main St	Contact's E-mail Address chris@littlechutewi.org		
City, ZIP Code, County Little Chute, 54140, Outagamie County	Contact's Telephone Number (920) 423-3861		
Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address Eric Evensen, (920) 240-5058, Eric.Evensen@Wisconsin.gov		DNR Region Northeast Region	

**PART 2. ELIGIBLE COST-SHARE BUDGET DATA**

Note: Line items cannot be exceeded without grant agreement amendment.

Budget Line Item Description	State Cost-Share Amount	Cost-Share Percentage
1. CONSTRUCTION	\$82,280.00	40%
2. ENGINEERING	\$14,600.00	40%
3. PROPERTY ACQUISITION	\$20,920.00	40%
<b>Total Maximum Grant Amount</b>	<b>\$117,800.00</b>	

**PART 3. PURPOSE AND SCOPE**

This grant provides cost-share funding and authorizes reimbursement by the DEPARTMENT for the above-named project as described in the grant application submitted for the grant period in Part 1 above. Reimbursements may be made for eligible work performed and expenses incurred for the following Best Management Practices consistent with the project budget identified in Part 2 above.

[U6] Urban Practice Design
[U7A] Land Acquisition
[U7B] Storm Sewer Rerouting
[U14] Wet Detention Pond

**PART 4. CONDITIONS**

**A. General Conditions:**

A.1. The Wisconsin Department of Natural Resources (DEPARTMENT) and the GRANTEE identified in Part 1 above mutually agree to perform this agreement in accordance with the Urban Nonpoint Source Water Pollution Abatement and Storm Water Management Grant Program and ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155, and

216, Wis. Adm. Code, and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.

A.2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or covenants pertaining to this agreement are superseded. Any revisions to this agreement must be made by written amendment, signed by both parties, prior to the termination date of this agreement, whether for changes in scope, grant period, or cost. Requests to extend the grant period must be made 45 days or more before the end of the grant period in Part 1.

A.3. Failure by the GRANTEE to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement, at the DEPARTMENT's discretion.

A.4. Eligibility for cost-sharing reimbursement is governed by the provisions of s. NR 154.04 and ch. NR 155, Wis. Adm. Code. Cost-share rates and applicability may be further limited by departmental contract approval(s), which may restrict the cost-share amount due to the eligibility requirements of the statute and codes.

A.5. The amount listed in Part 2 above is the maximum amount the DEPARTMENT may reimburse under this agreement.

A.6. Neither the GRANTEE nor any landowner may adopt any land use or practice that reduces the effectiveness or defeats the purposes of any BMP installed under this agreement.

A.7. The GRANTEE:

1. Agrees to comply with all applicable Federal, Wisconsin, and local laws in fulfilling the terms of this agreement. In particular, GRANTEE agrees to comply with all applicable local and state contract and bidding requirements. GRANTEE should consult its legal counsel with questions concerning contracts and bidding. For assistance, GRANTEE may consult Procurement Guide for Local Governments Receiving DNR Grants.
2. Agrees to obtain all necessary and appropriate permits prior to commencement of construction.
3. Shall ensure that DEPARTMENT representatives have access to land on which grant-funded activities are being planned or installed, before, during and after BMP installation.
4. Promises, in consideration of the promises made by the DEPARTMENT, to execute the project described in accordance with this agreement.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees that its employees or agents are not employees or agents of the DEPARTMENT for any purpose, including Worker's Compensation.
7. Agrees, to save, keep harmless, defend and indemnify the DEPARTMENT and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of GRANTEE's employees, agents or representatives.
8. Agrees to reimburse the DEPARTMENT of any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the GRANTEE fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all

obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment.

9. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The GRANTEE agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
10. Agrees that accounting for project funds shall conform to generally accepted accounting principles and practices, and that GRANTEE shall maintain a financial management system in compliance with s. NR 155.29, Wis. Adm. Code, and separate from all other GRANTEE activities, for this agreement.
11. Agrees that all consultant and construction contracts must be approved by the DEPARTMENT in order to determine reimbursement eligibility and conformity with practice technical standards and storm water permitting requirements.
12. Agrees that project design must be approved by the DEPARTMENT before construction begins.
13. Shall comply with the cost containment and procurement procedures in the applicable administrative codes governing this agreement.
14. Agrees to obtain prior DEPARTMENT approval before entering into a cost-share agreement with landowners and land operators if the best management practice will be constructed on land not owned by the GRANTEE. The cost-share rate offered to the landowner may not exceed the cost-share percentage specified in Part 2 of this agreement. Such agreements and any agreement amendments shall be recorded with the County Register of Deeds and promptly submitted to the DEPARTMENT's Regional Nonpoint Source Coordinator listed in Part 1 above.
15. Agrees not to reimburse landowner or land operators under this agreement if landowner or land operator is delinquent in child support or child maintenance payments per s.49.854 (2) (b), Wis. Stats. Prior to entering into a cost-share agreement with a landowner or land operator, the GRANTEE shall verify the status of the cost-share recipient by viewing the Department of Workforce Development website <https://liendocket.wisconsin.gov/>.
16. Agrees to retain and make available to the DEPARTMENT for inspection all fiscal records, including invoices and canceled checks, that support all project costs claimed by the GRANTEE, for three years from the date of final payment by the DEPARTMENT or three years after the end of the Grant period, whichever is later, or for a longer period if required by the DEPARTMENT for audit purposes.
17. Agrees to comply with annual Single Audit requirement, at its own expense, if combined total state and federal grant awards received by the GRANTEE from all sources is \$750,000 or more during the calendar year. Annual Single Audit requirements are specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (referred to as Uniform Guidance) and the Wisconsin State Single Audit Guidelines found at: <http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines> issued by the Wisconsin Department of Administration (DOA), State Controller's Office.
18. Agrees to request reimbursement of grant-eligible activities only, as listed in Part 3, for expenses incurred during the grant period specified in Part 1.
19. Agrees to complete and submit project progress reports to the DEPARTMENT Regional Nonpoint Source Coordinator, identified in Part 1 of this agreement, with each request for partial grant reimbursement.

20. Agrees, within 60 days of the grant expiration date, to complete and submit a Final Report Form 3400-189U and final request for grant reimbursement to the DEPARTMENT's Regional Nonpoint Source Coordinator for review and approval.
21. Should consider following methods for controlling, transporting and disposing of aquatic invasive plants and animals and water in which they may be contained, as described in the DEPARTMENT's Manual Code 9183.1 *Boat, Gear, and Equipment Decontamination and Disinfection* and available on the DEPARTMENT's website at: <http://dnr.wi.gov/topic/invasives/disinfection.html>.

#### A.8. The DEPARTMENT:

1. Promises, in consideration of the covenants and agreements made by the GRANTEE, to obligate for the GRANTEE the amount identified in Part 2 above and to tender to the GRANTEE that portion of the obligation that is required to pay the DEPARTMENT's share of the costs based on the cost-share percentage listed in Part 2 above for eligible project work performed and expenses incurred during the grant period noted in Part 1 above.
2. Agrees that the GRANTEE shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The DEPARTMENT reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the project is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the GRANTEE or the GRANTEE's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the GRANTEE's employees or agents.
3. Shall not reimburse GRANTEE for engineering design costs until installations of associated BMPs have been completed and certified by the GRANTEE as installed in accordance with the grant program standards and specifications of ch. 154, Wis. Admin. Code.
4. Shall not issue final reimbursement to the GRANTEE unless GRANTEE has submitted the Final Report and the Final Report has been approved by the DEPARTMENT Regional Nonpoint Source Coordinator.

#### B. Special Conditions

- B.1. **Environmental Protection**. The GRANTEE is responsible for following all federal and state regulations for detecting and managing contaminated soils or solid waste encountered during installation of the best management practices funded under this grant. If such materials are encountered, the grantee shall immediately contact the DNR Regional Nonpoint Source Coordinator. The DEPARTMENT may terminate this grant if it determines that installation and operation of the BMP may facilitate movement of hazardous substances to waters of the state.
- B.2. **Natural Heritage Concerns**. If historical/cultural artifacts are unearthed or environmental hazards are discovered during any earth disturbance under this agreement activity, GRANTEE must immediately stop construction activities and notify the DEPARTMENT's Regional Nonpoint Source Coordinator to determine the appropriate response.
- B.3. **Enforcement**. As stipulated in the application for this project noted in Part 1 above, the GRANTEE is responsible for enforcing all local ordinance obligations for construction erosion and post-construction runoff and implementing the storm water local program indicated under the Multiplier section of the application.
- B.4. **Land Acquisition**. This grant authorizes cost-sharing reimbursement, not to exceed the amount in the Land Acquisition budget line and the cost-share percentage set forth in Part 2 above, on the actual eligible purchase price of land required for construction of the best management practice. Value of land for grant purposes is determined by appraisal. Appraisals must be approved by the DEPARTMENT prior to any acquisition, and maximum eligible costs are limited to the amount authorized by the DEPARTMENT's appraisal approval letter. See s. NR 155.25, Wis. Adm. Code, for grant-specific land acquisition requirements and "Land Acquisition Guidelines for Local Governments" for uniform land acquisition requirements for all DEPARTMENT grant programs.

**PART 5. INELIGIBLE COSTS**

1. Costs incurred, or work performed, either prior to or after the grant period (page 1, Part 1), unless specifically authorized in the grant *Purpose and Scope* (Part 3).
2. Costs which are inconsistent with the grant application or this grant agreement,
3. Costs related to operation and maintenance of BMPs.
4. Costs specified in s. NR. 155.15(2), Wis. Adm. Code.

**FOR THE GRANTEE**

By:

Authorized Government Official

Title

Date Signed

**FOR THE STATE OF WISCONSIN**

By:

Jim Ritchie, Director  
Bureau of Community Financial Assistance

Date Signed

(Printed Name, If Different Than Authorized Government Official on P.1)

**When returning the signed grant, you must also include evidence of your community's local share of the grant project costs – such as a copy showing its inclusion in the municipal budget, or other evidence that the community has, in fact, committed the necessary funding to complete the project. Alternatively, you may certify that commitment below.**

Certification provided as an alternative to evidence of local share:

I, the undersigned, hereby certify and attest that the GRANTEE has incorporated the "local share" of funding for the project covered by this grant within the municipal budget or has otherwise made provisions to provide the local share.

Authorized Government Official

Resolution Number Authorizing Expenditure