



## AGENDA

# R EGULAR BOARD MEETING

PLACE: Little Chute Village Hall  
DATE: Wednesday, June 2, 2021  
TIME: 6:00 P.M.

### **Virtually attend the June 2nd Regular Board meeting at 6 PM by following the zoom link here:**

Join Zoom Meeting (Please note this is a change from previous Go To Meetings used in past meetings)

<https://zoom.us/j/96712973507>

Meeting ID: 967 1297 3507  
+1 312 626 6799 US (Chicago)  
Meeting ID: 967 1297 3507

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

### **REGULAR ORDER OF BUSINESS**

- A. Invocation
- B. Pledge of Allegiance to the Flag
- C. Roll call of Trustees
- D. Roll call of Officers and Department Heads
- E. Public Appearance for Items Not on the Agenda

#### F. Consent Agenda

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

1. Minutes of the Regular Board Meeting of May 19, 2021
2. Minutes of the Committee of the Whole of May 26, 2021
3. Special Event Permit – Bike to the Beat
4. Disbursement List

#### G. Presentation—Nechodom Award

#### H. Discussion/Action—Transportation Fund RFP

#### I. Action—Adopt Ordinance No. 6, Series 2021 Repealing Section 34-365, parts (b)(1) and (b)(2) of Division 9-Sewer Construction, Reconstruction and Connections

- J. Action—Amendment to Agropur Development Agreement
- K. Discussion—Refuse Discussion
- L. Discussion—Overview CIP 2022-2026  
[Draft 2022-2026 CIP](#)
- M. Action—Terracon Proposal
- N. Discussion—Deferred Assessment Process
- O. Department and Officers Progress Reports
- P. Call for Unfinished Business
- Q. Items for Future Agenda
- R. Closed Sessions:  
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 – TID 4*
- S. Return to Open Session
- T. Adjournment

Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made with as much advance notice as possible to the Clerk's Office at 108 West Main Street, (920) 423-3852,. Prepared: June 2, 2021



### Information for the Regular Board Meeting – June 2, 2021 – 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 June 2nd Regular Board Meeting at 6:00 PM by following the link here:  
Join Zoom Meeting  
<https://zoom.us/j/96712973507>  
Meeting ID: 967 1297 3507
2. Call-in Information: United States  
One tap mobile:  
+13017158592,,96712973507#,,,\*138185# US (Washington D.C)  
+13126266799,,96712973507#,,,\*138185# US (Chicago)  
Dial by your location:  
+1 312 626 6799 US (Chicago)  
+1 301 715 8592 US (Washington D.C)      +1 929 436 2866 US (New York)  
+1 253 215 8782 US (Tacoma)      +1 346 248 7799 US (Houston)  
+1 669 900 6833 US (San Jose)  
Meeting ID: 967 1297 3507  
Find your local number: <https://zoom.us/u/abGpaew1E>
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. If you have questions or comments regarding the agenda or potential items on the agenda, we urge you to contact Board or staff members regarding your concerns. You can find Board Member contact information here: <http://www.littlechutewi.org/59/Meet-the-Village-Board>
6. If you have questions or comments regarding the agenda, you can also contact the Village Administrator, James Fenlon, at [james@littlechutewi.org](mailto:james@littlechutewi.org) or 920-423-3850.
7. If you have questions or comments regarding the agenda and want to contact a Village of Little Chute Department Head, you can find a complete staff directory here: <http://www.littlechutewi.org/directory.aspx>

## MINUTES OF THE REGULAR BOARD MEETING OF MAY 19, 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  
John Elrick, Trustee  
Don Van Deurzen, Trustee  
James Hietpas, Trustee  
Bill Peerenboom, Trustee  
Brian Van Lankveldt, Trustee

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

PRESENT: James Fenlon, Village Administrator  
Dave Kittel, Community Development Director  
Kent Taylor, Director of Public Works  
Katherine Freund, LC Library Director  
Lisa Remiker-DeWall, Finance Director  
Chris Murawski, Village Engineer  
Dan Meister, Fox Valley Metro Police Chief  
EXCUSED: Tyler Claringbole, Village Attorney  
Laurie Decker, Village Clerk

### **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 May 5, 2021
2. Temporary Class "B" Retailers License for Cheesefest
3. 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—April Fire Monthly Report and April Monthly Report**

#### **Introduction of the New LCASD Superintendent and LC Can Update**

Administrator Fenlon introduced Mr. Dave Botz who then introduced Ms. Heidi Schmidt as the new Little Chute School Superintendent beginning July 1, 2021. Ms. Schmidt expressed her excitement to be working with the Village of Little Chute.

Administrator Fenlon gave a brief overview of the Little Chute Community Area Network between the school district and the Village of Little Chute. After discussions with School District partners we are looking to enhance the current facilities to extend to all water utility sites in the Village as stated in the packet.

#### **Discussion/Action—Relocation of Trash Enclosure for Cobblestone Hotel**

Director Kittel went over the relocation of the trash enclosure and has an agreement from the residents with their requests. This agreement will be looked at again in a year and the management agreed to listen to any complaints by the residents.

*Moved by Trustee Elrick, seconded by Trustee L. Van Lankvelt to Approve the Relocation of the Trash Enclosure for Cobblestone Hotel with the requirement that the fence is 8 feet per agreement*

Ayes 7, Nays 0 – Motion Carried

#### **Discussion/Action—St. John’s Parking Lot Change**

Director Kittel went over a request from St. Johns for parking lot changes.

*Moved by Trustee Peerenboom, seconded by Trustee Elrick to Approve the recommendation by staff to approve the changes to St. Johns Parking lot due to the unique shape of the parcel and with the agreement that the storm water management will be updated..*

Ayes 7, Nays 0 – Motion Carried

#### **Action—Pine Street Public Improvements and Budget Adjustments**

*Moved by Peerenboom, seconded by Trustee Van Duerzen to move this item from S to I*

Ayes 7, Nays 0 – Motion Carried

Director Murawski went over the Pine Street Traffic Management Plan and 2021 Budget Adjustments. Trustee Van Duerzen asked what the cost would be to just do the street, Director Murawski advised it would be higher. Trustee Peerenboom asked if parking on Main Street could be increased by two stalls even if it means replacing a tree. Melissa from Elite Smiles agreed that she would also like the two stalls added. Trustee Van Lankvelt stated he agrees to add additional parking even if the bump out has to be removed.

*Moved by Trustee Elrick seconded by Trustee L. Van Lankvelt to Move forward with Pine Street Improvements and Budget Adjustment with additional parking on Main Street and existing bump out improvements*

Ayes 6, Nays (Van Duerzen) – Motion Carried

#### **Committee/Commission Appointments**

President Vanden Berg made the following appointments:

Trustee Peerenboom - President Pro Tem

Director Dave Kittel - Fox Cities Room Tax Commission

President Mike Vanden Berg - Appleton Redevelopment Authority Exhibition Center Advisory Committee

*Moved by Trustee Elrick, seconded by Trustee Van Duerzen to Approve the Committee/Commission Appointments*

Ayes 7, Nays 0 – Motion Carried

#### **Action—Appoint John Mc Donald as the Parks, Recreation and Forestry Director**

*Moved by Trustee B. Van Lankveldt, seconded by Trustee Peerenboom to Appoint John Mc Donald as the new Parks, Recreation and Forestry Director*

Ayes 7, Nays 0 – Motion Carried

#### **Action—Adopt Resolution No. 13, Series 2021 Agropur Land Transfer and Sale**

*Moved by Trustee Elrick, seconded by Trustee L. Van Lankvelt to Adopt Resolution No. 13, Series 2021 Agropur Land Transfer and Sale*

Ayes 7, Nays 0 – Motion Carried

#### **Action—2021 Budget Amendments**

##### **WE Energies**

Director Murawski went over the cost for the budget adjustments requested for WE Energies for lighting necessary on Evergreen Drive (French to Holland).

*Moved by Trustee Elrick, seconded by Trustee Van Duerzen to Approve the 2021 budget adjustment needed for the lighting plan as requested*

Ayes 7, Nays 0 – Motion Carried

**Roll Call Vote**

|                                |     |
|--------------------------------|-----|
| Brian Van Lankveldt, Trustee   | Aye |
| John Elrick, Trustee           | Aye |
| Don Van Deurzen, Trustee       | Aye |
| Bill Peerenboom, Trustee       | Aye |
| Larry Van Lankveldt, Trustee   | Aye |
| James Hietpas, Trustee         | Aye |
| Michael Vanden Berg, President | Aye |

**Action—2021 Budget Amendments****Vandenbroek Pond**

Director Murawski explained the budget adjustment necessary to expand the original project volume from 3,000 cubic yards to 10,500 cubic yards due to the recent land acquisition.

*Moved by Trustee L. Van Lankveldt, seconded by Trustee B. Van Lankveldt to Approve the 2021 budget adjustment for Vandenbroek Pond*

Ayes 7, Nays 0 – Motion Carried

**Roll Call Vote**

|                                |     |
|--------------------------------|-----|
| Michael Vanden Berg, President | Aye |
| Larry Van Lankveldt, Trustee   | Aye |
| John Elrick, Trustee           | Aye |
| Don Van Deurzen, Trustee       | Aye |
| James Hietpas, Trustee         | Aye |
| Bill Peerenboom, Trustee       | Aye |
| Brian Van Lankveldt, Trustee   | Aye |

**Department and Officers Progress Reports**

Departments and Officers provided progress reports to the Board

**Action—CTH N Cost Share Agreement and Budget Adjustments**

Director Murawski went over the cost sharing and 2021 budget adjustment needed for CTH N & Madison Street

*Moved by Trustee Peerenboom, seconded by Trustee B. Van Lankveldt to Approve the County Highway N cost share agreement.*

Ayes 7, Nays 0 – Motion Carried

**Roll Call Vote**

|                                |     |
|--------------------------------|-----|
| Don Van Deurzen, Trustee       | Aye |
| Bill Peerenboom, Trustee       | Aye |
| Larry Van Lankveldt, Trustee   | Aye |
| James Hietpas, Trustee         | Aye |
| Michael Vanden Berg, President | Aye |
| John Elrick, Trustee           | Aye |
| Brian Van Lankveldt, Trustee   | Aye |

**Discussion/Action—Auction 422 W. North**

Director Kittel went over the request to auction off the home and attached garage at 422 W. North Avenue that will need to be moved.

*Moved by Trustee Elrick, seconded by Trustee Van Deurzen to direct staff to prepare an auction notice for 422 W. North Avenue*

Ayes 7, Nays 0 – Motion Carried

**Discussion/Action—Board Room Monitor**

Administrator Fenlon went over the quotes received to update the Board Room Monitor.

*Moved by Trustee B. Van Lankveldt, seconded by Trustee Peerenboom to Approve the upgrades as presented.*

Ayes 7, Nays 0 – Motion Carried

### **Outagamie County MFR Expansion Site Plan Approval**

Director Kittel went over the site plan approval for the MFR facility and advised the Plan Commission has approved.

*Moved by Trustee L. Van Lankvelt, seconded by Trustee B. Van Lankveldt to Approve the site plan for the Outagamie County Landfill Expansion*

Ayes 7, Nays 0 – Motion Carried

### **Action—Adopt Ordinance No. 5, Series 2021 Creating A Cooperative Agreement with Kaukauna**

#### **Utilities for Collection of Delinquent Electric Utility Bills Using Tax Collection Process**

*Moved by Trustee Elrick, seconded by Trustee Peerenboom to Adopt Ordinance No. 5, Series 2021 Creating A Cooperative Agreement with Kaukauna Utilities for Collection of Delinquent Electric Utility Bills Using Tax Collection Process*

Ayes 7, Nays 0 – Motion Carried

### **Discussion—Covid-19 Update - Senior Recreation**

Administrator Fenlon advised that staff is recommending allowing the Senior Program to begin in June. Also there is a request for candy at the parade and unless the board disagrees we will approve the request for candy at the Cheesefest parade.

### **Call for Unfinished Business**

None

### **Items for Future Agenda**

None

### **Closed Sessions:**

a) 19.85(1)(e) Wis. Stats. Deliberations or negotiations on the purchase of public properties, investing of public funds or conducting other specific public business when competitive or bargaining reasons require a closed session. *Economic Development Negotiations-Downtown Proposals and TID 7 Proposal*

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

Ayes 7, Nays 0 – Motion Carried

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

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

Ayes 7, Nays 0 – Motion Carried

### **Return to Open Session**

*Moved by Trustee Elrick, seconded by Trustee L. Van Lankvelt to exit closed session*

Ayes 7, Nays 0 – Motion Carried

### **Adjournment**

*Moved by Trustee Elrick, seconded by Trustee L. Van Lankvelt to Adjourn the Regular Board Meeting at 9:22 p.m.*

## **VILLAGE OF LITTLE CHUTE**

By:

Michael R. Vanden Berg, Village President

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

Laurie Decker, Village Clerk

## MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF MAY 26, 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  
John Elrick, 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  
Lisa Remiker-DeWall, Finance Director  
Kent Taylor, Director of Public Works

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

None

### **Action—Appointment to Fox Valley Metro Police Commission**

President Vanden Berg nominated Carl Rambo to the Fox Valley Metro Police Commission.

*Moved by Trustee Elrick, seconded by Trustee L. Van Lankvelt to Appoint Carl Rambo to the Fox Valley Metro Police Commission*

Ayes 7, Nays 0 – Motion Carried

### **Discussion/Action—Change Order Request for Equipment Costs for Fox River Boardwalk**

Director Taylor gave a brief explanation of the change order for Fox River Boardwalk due to equipment standing waiting for permits. The Village of Little Chute will split the cost with the City of Kaukauna.

*Moved by Trustee Peerenboom, seconded by Trustee L. Van Lankvelt to Approve the Change Order in the amount of \$10,092.00 contingent on the City of Kaukauna approving their portion.*

Ayes 7, Nays 0 – Motion Carried

### **Roll Call Votes**

|                     |     |
|---------------------|-----|
| Brian Van Lankveldt | Aye |
| Don Van Deurzen     | Aye |
| John Elrick         | Aye |
| Larry Van Lankvelt  | Aye |
| James Hietpas       | Aye |
| Bill Peerenboom     | Aye |
| Michael Vanden Berg | Aye |

### **Call for Unfinished Business**

None

### **Items for Future Agenda**

None

**Closed Session:**

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

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

Ayes 7, Nays 0 – Motion Carried

**Return to Open Session**

*Moved by Trustee Elrick, seconded by Trustee L. Van Lankvelt to exit closed session*

Ayes 7, Nays 0 – Motion Carried

**Potential Action—Consulting Recruitment Proposal**

No Action Taken

**Adjournment**

*Moved by Trustee Elrick, seconded by Trustee Van Deurzen to Adjourn the Committee of the Whole meeting at 6:46p.m*

Ayes 7, Nays 0 – Motion Carried

**VILLAGE OF LITTLE CHUTE**

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

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



Office Use Only  
Date Submitted 4/29/21  
Permit Fee Paid N/C → using payment  
\$25 permit fee is non-refundable made in  
2020  
↓  
Per Adam

## SPECIAL EVENT PERMIT APPLICATION

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

This application is a request for a special event. Please refer to the checklist to see if you will need to contact other departments regarding your event. When requesting use of a facility please be **very specific**. Use exact dates, times, shelters, parks, streets, and areas. Doing so will help avoid delays in processing your request. Please call (920) 423-3869 with questions regarding this special event permit. **RETURN COMPLETED APPLICATION TO PARK & REC DEPT ON 2<sup>ND</sup> FLOOR OF VILLAGE HALL.**

### APPLICANT INFORMATION

|                                     |                 |           |                    |
|-------------------------------------|-----------------|-----------|--------------------|
| First Name                          | Cathy           | Last Name | Harvath            |
| Phone                               | (920) 419-6683  | Email     | charvath@foxcu.org |
| Address<br>(individual or business) | 519 E. Alice St |           |                    |
| City                                | Appleton        | State     | WI                 |
|                                     |                 | ZIP Code  | 54911              |

### ORGANIZATION INFORMATION

|  |   |                      |                            |
|--|---|----------------------|----------------------------|
| Organization's Name                                | Fox Cares Foundation / Fox Communities Credit Union |                      |                            |
| Organization's Phone                               | (920) 993-3735                                      | Organization's Email | foxcu.org biketothbeat.com |
| Organization's Address<br>(individual or business) | 3401 E. Calumet St.                                 |                      |                            |
| City   | Appleton  | State                | WI                         |
| Applicant's Relationship to Organization           | Employee of Fox                                     |                      |                            |

### EVENT INFORMATION

|  |   |                |     |
|--|---|----------------|-----|
| Name of Event  | Bike to the Beat                        |                |     |
| Event Location   | 2800 E. College Ave, Appleton, WI 54915 |                |     |
| Event Date<br>(list each date if it's a multi-day event) | Saturday, August 7, 2021                |                |     |
| Event Set Up Time  | 7am                                     | Event End Time | 2pm |
| Total Anticipated Attendance                             | 2500 riders → increased to 4,000 riders |                |     |

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

Family-friendly bike ride to raise money for Fox Cares Foundation + provide a low-cost fun event for the community. 2021 will be our 5th year.

per call  
5/27  
from...  
...

Are you Requesting Funding or Staff Assistance from the Village?

YES

NO

If you are requesting funding or staff assistance, please indicate how much funding or resources you are requesting and why you need assistance. Also, include where your proceeds go to for your event.

### INDEMNIFICATION AGREEMENT (please read carefully before signing)

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

Applicant – Print Name

Applicant - Signature

Date

*Cathy Harvath Jan*

| FOR OFFICE USE ONLY             |             |             |                 |                |                     |
|---------------------------------|-------------|-------------|-----------------|----------------|---------------------|
| DEPARTMENT                      | Staff Hours | Staff Cost  | Equipment Hours | Equipment Cost | Facility Rental Fee |
| Clerk's Office                  | 0           | \$ 0        | 0               | \$ 0           | \$ 0                |
| Fox Valley Metro Police         | 16 hours    | \$ \$650.00 | 0 hours         | \$ N/A         | \$ N/A              |
| Parks, Recreation, & Forestry   | 0           | \$ 0        | 0               | \$ 0           | \$ 0                |
| Public Works                    | 0           | \$ 0        | 0               | \$ 0           | \$ 0                |
| <b>TOTAL</b>                    |             | \$          |                 | \$             | \$                  |
| <b>EVENT TOTAL TO BE BILLED</b> |             | \$          |                 | \$             | \$                  |

| FOR OFFICE USE ONLY           |         |      |              |                    |
|-------------------------------|---------|------|--------------|--------------------|
| DEPARTMENT                    | APPROVE | DENY | BY           | REASON (if denied) |
| Clerk's Office                |         |      |              |                    |
| Fox Valley Metro Police       |         |      |              |                    |
| Parks, Recreation, & Forestry | ✓OK     |      | <i>Maesa</i> |                    |
| Public Works                  | ✓P      |      | <i>Jase</i>  |                    |

Approved By Village Board

VILLAGE PRESIDENT – PRINT

SIGNATURE

DATE

| Invoice  | Type  | Description                               | Total Cost      | Terms | 1099 | Period | GL Account    |
|--|-------|---|-----------------|-------|------|--------|---------------|
| <b>2021 PARK SHELTER REFUNDS (5207)</b>          |       |   |                 |       |      |        |               |
| CFEST 05/16/21                                   | Invoi | SECURITY DEPOSIT REFUND                   | 50.00           | Open  | Non  | 05/21  | 101-21235     |
| CFEST 05/22/21                                   | Invoi | SECURITY DEPOSIT REFUND                   | 50.00           | Open  | Non  | 05/21  | 101-21235     |
| CFEST 5/15/21                                    | Invoi | SECURITY DEPOSIT REFUND                   | 50.00           | Open  | Non  | 05/21  | 101-21235     |
| CFEST 5/23/21                                    | Invoi | SECURITY DEPOSIT REFUND                   | 50.00           | Open  | Non  | 05/21  | 101-21235     |
| HEESAKKER 5/15/                                  | Invoi | SECURITY DEPOSIT REFUND                   | 20.00           | Open  | Non  | 05/21  | 101-21235     |
| HEESAKKER 5/22/                                  | Invoi | SECURITY DEPOSIT REFUND                   | 20.00           | Open  | Non  | 05/21  | 101-21235     |
| LEGION 5/23/21                                   | Invoi | 1/2 RENTAL FEE REFUND FOR INCONVENIENCE O | 30.00           | Open  | Non  | 05/21  | 101-34401     |
| LEGION 5/23/21                                   | Invoi | SECURITY DEPOSIT REFUND                   | 20.00           | Open  | Non  | 05/21  | 101-21235     |
| V.LIESHOUT 5/22/2                                | Invoi | SECURITY DEPOSIT REFUND                   | 20.00           | Open  | Non  | 05/21  | 101-21235     |
| <b>Total 2021 PARK SHELTER REFUNDS (5207):</b>   |       |   | <b>310.00</b>   |       |      |        |               |
| <b>2021 UTILITY REFUNDS (5169)</b>               |       |   |                 |       |      |        |               |
| 125128411  | Invoi | OVERPAYMENT REFUND ACCT #1-251284-11      | 39.96           | Open  | Non  | 05/21  | 001-15000     |
| 170315002  | Invoi | OVERPAYMENT REFUND ACCT #1-703150-02      | 25.29           | Open  | Non  | 05/21  | 001-15000     |
| 323176201  | Invoi | OVERPAYMENT REFUND ACCT #3-231762-01      | 82.37           | Open  | Non  | 05/21  | 001-15000     |
| <b>Total 2021 UTILITY REFUNDS (5169):</b>        |       |   | <b>147.62</b>   |       |      |        |               |
| <b>2021 VAN LIESHOUT REFUNDS (5179)</b>          |       |   |                 |       |      |        |               |
| 052321   | Invoi | SECURITY DEPOSIT REFUND                   | 100.00          | Open  | Non  | 05/21  | 208-21235     |
| <b>Total 2021 VAN LIESHOUT REFUNDS (5179):</b>   |       |   | <b>100.00</b>   |       |      |        |               |
| <b>AAA PORTABLES INC (2783)</b>                  |       |   |                 |       |      |        |               |
| D-114482   | Invoi | DP2 PORTABLE TOILET 5/18 - 6/14           | 147.50          | Open  | Non  | 05/21  | 101-55200-204 |
| <b>Total AAA PORTABLES INC (2783):</b>           |       |   | <b>147.50</b>   |       |      |        |               |
| <b>AMERICAN FIDELITY ASSURANCE (4885)</b>        |       |   |                 |       |      |        |               |
| 6003170  | Invoi | FLEX SPENDING MAY                         | 1,407.99        | Open  | Non  | 05/21  | 101-21368     |
| D318120  | Invoi | JUNE BILLING                              | 1,230.17        | Open  | Non  | 06/21  | 101-21367     |
| <b>Total AMERICAN FIDELITY ASSURANCE (4885):</b> |       |   | <b>2,638.16</b> |       |      |        |               |
| <b>AT&amp; T (409)</b>                           |       |   |                 |       |      |        |               |
| 92078873810963 0                                 | Invoi | APR/MAY SERVICE                           | 17.58           | Open  | Non  | 05/21  | 207-52120-203 |
| 92078873810963 0                                 | Invoi | APR/MAY SERVICE                           | 123.03          | Open  | Non  | 05/21  | 101-53310-203 |
| 92078873810963 0                                 | Invoi | APR/MAY SERVICE                           | 17.58           | Open  | Non  | 05/21  | 204-55420-203 |
| 92078873810963 0                                 | Invoi | APR/MAY SERVICE                           | 70.31           | Open  | Non  | 05/21  | 620-53924-203 |
| 92078873810963 0                                 | Invoi | APR/MAY SERVICE                           | 52.72           | Open  | Non  | 05/21  | 206-55110-206 |
| <b>Total AT&amp; T (409):</b>                    |       |   | <b>281.22</b>   |       |      |        |               |
| <b>BUILDING SERVICES GROUP INC (4899)</b>        |       |   |                 |       |      |        |               |
| 5463400010                                       | Invoi | MONTHLY CLEANING-CIVIC CENTER             | 1,105.00        | Open  | Non  | 05/21  | 206-55110-243 |
| 5463400010                                       | Invoi | MONTHLY CLEANING-VILLAGE HALL             | 1,380.00        | Open  | Non  | 05/21  | 101-51650-243 |
| 5463400010                                       | Invoi | MONTHLY CLEANING-MUNICIPAL GARAGE         | 468.00          | Open  | Non  | 05/21  | 101-53310-243 |
| <b>Total BUILDING SERVICES GROUP INC (4899):</b> |       |   | <b>2,953.00</b> |       |      |        |               |
| <b>CELLCOM (4683)</b>                            |       |   |                 |       |      |        |               |
| 825307   | Invoi | ENGINEERING PHONE CHARGES                 | 163.35          | Open  | Non  | 05/21  | 452-57331-203 |
| 825307   | Invoi | DPW PHONE CHARGES                         | 205.66          | Open  | Non  | 05/21  | 101-53310-203 |
| 825307   | Invoi | PARKS PHONE CHARGES                       | 55.72           | Open  | Non  | 05/21  | 101-55200-203 |
| 825307   | Invoi | REC PHONE CHARGES                         | 75.54           | Open  | Non  | 05/21  | 101-55300-203 |

| Invoice                                  | Type  | Description                        | Total Cost | Terms | 1099 | Period | GL Account    |
|--|-------|------------------------------------|------------|-------|------|--------|---------------|
| 825307                                   | Invoi | FACILITIES PHONE CHARGES           | 27.72      | Open  | Non  | 05/21  | 101-51650-203 |
| 825307                                   | Invoi | INSPECTOR PHONE CHARGES            | 27.72      | Open  | Non  | 05/21  | 101-52050-203 |
| 825307                                   | Invoi | COMMUNITY DEVELOPER CHARGES        | 27.80      | Open  | Non  | 05/21  | 101-51530-203 |
| 825307                                   | Invoi | IPAD STORM                         | 23.59      | Open  | Non  | 05/21  | 630-53442-218 |
| 825307                                   | Invoi | IPAD STREETS                       | 47.18      | Open  | Non  | 05/21  | 101-53300-218 |
| 825307                                   | Invoi | IPAD VEHICLE MAINTENANCE           | 23.59      | Open  | Non  | 05/21  | 101-53330-218 |
| 825307                                   | Invoi | IPAD SANITARY SEWER                | 23.59      | Open  | Non  | 05/21  | 610-53612-218 |
| Total CELLCOM (4683):                    |       |                                    | 701.46     |       |      |        |               |
| EATING WELL (5220)                       |       |                                    |            |       |      |        |               |
| 2582808750                               | Invoi | MAGAZINE SUBSCRIPTION              | 20.00      | Open  | Non  | 05/21  | 206-55110-207 |
| Total EATING WELL (5220):                |       |                                    | 20.00      |       |      |        |               |
| GFC LEASING - WI (4989)                  |       |                                    |            |       |      |        |               |
| 13247874                                 | Invoi | GFC LEASING COPIER OVERAGE CHARGES | 24.17      | Open  | Non  | 05/21  | 101-53310-207 |
| I00657838                                | Invoi | GFC PW COPIER LEASING              | 92.26      | Open  | Non  | 05/21  | 101-53310-207 |
| Total GFC LEASING - WI (4989):           |       |                                    | 116.43     |       |      |        |               |
| GREEN BOYZ INC (4841)                    |       |                                    |            |       |      |        |               |
| 96359                                    | Invoi | FERTILIZER AND 3 WAY WEED CONTROL  | 85.00      | Open  | Non  | 05/21  | 206-55110-243 |
| 96363                                    | Invoi | FERTILIZER AND 3 WAY WEED CONTROL  | 42.50      | Open  | Non  | 05/21  | 207-52120-243 |
| 96363                                    | Invoi | FERTILIZER AND 3 WAY WEED CONTROL  | 42.50      | Open  | Non  | 05/21  | 101-52200-243 |
| Total GREEN BOYZ INC (4841):             |       |                                    | 170.00     |       |      |        |               |
| HEART OF THE VALLEY (280)                |       |                                    |            |       |      |        |               |
| 052521                                   | Invoi | APRIL HOV METER PAYABLE            | 18,746.00  | Open  | Non  | 05/21  | 610-21110     |
| Total HEART OF THE VALLEY (280):         |       |                                    | 18,746.00  |       |      |        |               |
| HEID MUSIC (417)                         |       |                                    |            |       |      |        |               |
| 2777494                                  | Invoi | BAND MUSIC                         | 70.00      | Open  | Non  | 05/21  | 101-55480-218 |
| 2782069                                  | Invoi | BAND MUSIC                         | 76.00      | Open  | Non  | 05/21  | 101-55480-218 |
| Total HEID MUSIC (417):                  |       |                                    | 146.00     |       |      |        |               |
| HERRLING CLARK LAW FIRM LTD (208)        |       |                                    |            |       |      |        |               |
| 1Q/21 132-01M                            | Invoi | TRAFFIC MATTERS                    | 11,511.50  | Open  | Atto | 05/21  | 101-51110-262 |
| Total HERRLING CLARK LAW FIRM LTD (208): |       |                                    | 11,511.50  |       |      |        |               |
| INGRAM LIBRARY SERVICES (4508)           |       |                                    |            |       |      |        |               |
| 52794381                                 | Invoi | BOOKS                              | 208.41     | Open  | Non  | 05/21  | 206-55110-206 |
| Total INGRAM LIBRARY SERVICES (4508):    |       |                                    | 208.41     |       |      |        |               |
| J & B TROPHY & ENGRAV INC. (225)         |       |                                    |            |       |      |        |               |
| 37675                                    | Invoi | NAME PLATE FOR FRAME               | 25.00      | Open  | Non  | 05/21  | 101-52200-219 |
| Total J & B TROPHY & ENGRAV INC. (225):  |       |                                    | 25.00      |       |      |        |               |
| JET'S PIZZA (3950)                       |       |                                    |            |       |      |        |               |
| 052221                                   | Invoi | PIZZAS FOR FIRE DEPT               | 143.23     | Open  | Non  | 05/21  | 101-52200-211 |

| Invoice           | Type  | Description                                       | Total Cost | Terms | 1099 | Period | GL Account    |
|-------------------|-------|---|------------|-------|------|--------|---------------|
|                   |       | Total JET'S PIZZA (3950):                         | 143.23     |       |      |        |               |
|                   |       | KLINK HYDRAULICS LLC (5005)                       |            |       |      |        |               |
| 15502             | Invoi | PLUGS FOR #25                                     | 9.40       | Open  | Non  | 05/21  | 101-53330-225 |
| 15549             | Invoi | CAPS FOR #41                                      | 7.50       | Open  | Non  | 05/21  | 101-53330-225 |
| 15606             | Invoi | HYDRAULIC HOSE & FITTINGS FOR #38                 | 38.04      | Open  | Non  | 05/21  | 101-53330-225 |
|                   |       | Total KLINK HYDRAULICS LLC (5005):                | 54.94      |       |      |        |               |
|                   |       | LAPPEN SECURITY PRODUCTS INC (735)                |            |       |      |        |               |
| LSPQ45046         | Invoi | REPAIRED RELAY @ YARD WASTE SITE                  | 95.00      | Open  | Non  | 05/21  | 101-53310-204 |
|                   |       | Total LAPPEN SECURITY PRODUCTS INC (735):         | 95.00      |       |      |        |               |
|                   |       | NATIONAL GEOGRAPHIC HISTORY (5221)                |            |       |      |        |               |
| 6166592698        | Invoi | MAGAZINE SUBSCRIPTION                             | 24.00      | Open  | Non  | 05/21  | 206-55110-207 |
|                   |       | Total NATIONAL GEOGRAPHIC HISTORY (5221):         | 24.00      |       |      |        |               |
|                   |       | OUTAGAMIE COUNTY TREASURER (486)                  |            |       |      |        |               |
| 1018696           | Invoi | PERMIT "OO" SANITARY SEWER REPLACEMENT            | 2,563.90   | Open  | Non  | 05/21  | 610-51229-204 |
|                   |       | Total OUTAGAMIE COUNTY TREASURER (486):           | 2,563.90   |       |      |        |               |
|                   |       | PETER PICKLE PROPERTIES LLC (5222)                |            |       |      |        |               |
| 260439800         | Invoi | DEVELOPER INCENTIVE                               | 2,221.48   | Open  | Non  | 05/21  | 417-57700-267 |
|                   |       | Total PETER PICKLE PROPERTIES LLC (5222):         | 2,221.48   |       |      |        |               |
|                   |       | PROFESSIONAL SERVICE INDUSTRIES INC (4579)        |            |       |      |        |               |
| 759105            | Invoi | SOIL DRILLING/GEOTECHNICAL ENGR REPORT            | 2,900.00   | Open  | Non  | 05/21  | 416-50240-204 |
| 759105            | Invoi | SOIL DRILLING/GEOTECHNICAL ENGR REPORT            | 2,900.00   | Open  | Non  | 05/21  | 416-51027-204 |
| 759105            | Invoi | SOIL DRILLING/GEOTECHNICAL ENGR REPORT            | 2,900.00   | Open  | Non  | 05/21  | 610-51229-204 |
|                   |       | Total PROFESSIONAL SERVICE INDUSTRIES INC (4579): | 8,700.00   |       |      |        |               |
|                   |       | SCHWAAB INC (1925)                                |            |       |      |        |               |
| 6025994           | Invoi | ENGRAVED NAMEPLATE-MCDONALD                       | 16.75      | Open  | Non  | 05/21  | 101-51650-206 |
|                   |       | Total SCHWAAB INC (1925):                         | 16.75      |       |      |        |               |
|                   |       | SPEEDY CLEAN DRAIN & SEWER (122)                  |            |       |      |        |               |
| 72927             | Invoi | TELEVISE SINK HOLE IN ROAD/LINCOLN AVE            | 795.00     | Open  | Non  | 05/21  | 610-53612-204 |
|                   |       | Total SPEEDY CLEAN DRAIN & SEWER (122):           | 795.00     |       |      |        |               |
|                   |       | STATE OF WI-DSPS (4591)                           |            |       |      |        |               |
| 051821            | Invoi | STATE OF WI EROSION CONTROL INSPECTOR CE          | 55.00      | Open  | Non  | 05/21  | 101-51415-208 |
|                   |       | Total STATE OF WI-DSPS (4591):                    | 55.00      |       |      |        |               |
|                   |       | TIME WARNER CABLE (89)                            |            |       |      |        |               |
| 05/21 66256890150 | Invoi | MAY/JUNE SERVICE                                  | 12.23      | Open  | Non  | 05/21  | 101-52200-208 |
| 05/21 71538770140 | Invoi | MAY/JUNE SERVICE                                  | 550.00     | Open  | Non  | 05/21  | 101-53310-203 |

| Invoice                        | Type | Description   | Total Cost              | Terms | 1099 | Period | GL Account    |
|--------------------------------|------|---|-------------------------|-------|------|--------|---------------|
|                                |      | Total TIME WARNER CABLE (89):                             | <u>562.23</u>           |       |      |        |               |
| VERMEER - WISCONSIN INC (1437) |      | 30082814 Invoi REPAIR TOOTH ON CUTTER RENTAL              | <u>10.83</u>            | Open  | Non  | 05/21  | 101-55440-205 |
|                                |      | Total VERMEER - WISCONSIN INC (1437):                     | <u>10.83</u>            |       |      |        |               |
| VILLAGE OF LITTLE CHUTE (1404) |      | POOL START UP-2 Invoi POOL START UP CASH                  | <u>250.00</u>           | Open  | Non  | 05/21  | 204-10150     |
|                                |      | Total VILLAGE OF LITTLE CHUTE (1404):                     | <u>250.00</u>           |       |      |        |               |
| WE ENERGIES (2788)             |      | WR 4478436 Invoi WORK REQUEST 4478436 FOR LIGHTING @ EVER | <u>6,671.65</u>         | Open  | Non  | 05/21  | 414-51025-263 |
|                                |      | WR 4478436 Invoi WORK REQUEST 4478436 FOR LIGHTING @ EVER | <u>7,753.54</u>         | Open  | Non  | 05/21  | 417-51025-263 |
|                                |      | Total WE ENERGIES (2788):                                 | <u>14,425.19</u>        |       |      |        |               |
|                                |      | Grand Totals:   | <u><u>68,139.85</u></u> |       |      |        |               |

## Report GL Period Summary

Vendor number hash: 163474  
 Vendor number hash - split: 243732  
 Total number of invoices: 46  
 Total number of transactions: 67

| Terms Description | Invoice Amount   | Net Invoice Amount |
|-------------------|------------------|--------------------|
| Open Terms        | <u>68,139.85</u> | <u>68,139.85</u>   |
| Grand Totals:     | <u>68,139.85</u> | <u>68,139.85</u>   |

## Report Criteria:

Invoice Detail.Voided = {=} FALSE

| Invoice                                       | Description                          | Total Cost      | Period | GL Account    |
|---|--------------------------------------|-----------------|--------|---------------|
| <b>A.P. PLUMBING LLC</b>                      |                                      |                 |        |               |
| 6877  | REPAIR MOP SINK @ FVMPD              | 167.23          | 05/21  | 207-52120-242 |
| <b>Total A.P. PLUMBING LLC:</b>               |                                      | <b>167.23</b>   |        |               |
| <b>AMBROSIUS, WILLIE</b>                      |                                      |                 |        |               |
| 05/13/21 - 05/20/21                           | MEN'S SOFTBALL SUPERVISOR            | 30.00           | 05/21  | 101-55300-111 |
| 05/13/21 - 05/20/21                           | MEN'S SOFTBALL UMPIRE                | 156.00          | 05/21  | 101-55300-111 |
| <b>Total AMBROSIUS, WILLIE:</b>               |                                      | <b>186.00</b>   |        |               |
| <b>AMPLITEL TECHNOLOGIES</b>                  |                                      |                 |        |               |
| 17655   | CISCO MERAKI LICENSE                 | 1,497.21        | 05/21  | 207-52120-204 |
| <b>Total AMPLITEL TECHNOLOGIES:</b>           |                                      | <b>1,497.21</b> |        |               |
| <b>APPLETON TROPHY &amp; ENGRAVING</b>        |                                      |                 |        |               |
| 27391   | STANDING BAMBOO AWARD ON IRON STAND  | 60.00           | 05/21  | 101-51110-219 |
| <b>Total APPLETON TROPHY &amp; ENGRAVING:</b> |                                      | <b>60.00</b>    |        |               |
| <b>ASCENSION HEALTH SYSTEM</b>                |                                      |                 |        |               |
| RUN WALK 05/08/2                              | ATHLETIC TRAINER FOR 5K RUN WALK 5/8 | 60.00           | 05/21  | 101-55300-218 |
| <b>Total ASCENSION HEALTH SYSTEM:</b>         |                                      | <b>60.00</b>    |        |               |
| <b>AUTOMOTIVE SUPPLY CO</b>                   |                                      |                 |        |               |
| 60903844                                      | RADIAL SEAL INNER ELEMENT            | 16.75           | 05/21  | 101-53330-218 |
| 60903845                                      | RADIAL SEAL OUTER AIR ELEMENT        | 26.68           | 05/21  | 101-53330-218 |
| 60903877                                      | RADIAL SEAL OUTER AIR ELEMENT        | 33.93           | 05/21  | 101-53330-218 |
| 60903877                                      | FLUID FILM #206                      | 10.43           | 05/21  | 101-53330-225 |
| 60904170                                      | OIL FILTER                           | 5.71            | 05/21  | 101-53330-218 |
| 60904170                                      | OIL FILTER #38                       | 5.71            | 05/21  | 101-53330-225 |
| 60904264                                      | RADIAL SEAL OUTER AIR ELEMENT        | 23.24           | 05/21  | 101-53330-218 |
| 60904347                                      | AIR FILTER                           | 43.63           | 05/21  | 101-53330-218 |
| 60905009                                      | BATTERY #57                          | 80.07           | 05/21  | 101-53330-225 |
| <b>Total AUTOMOTIVE SUPPLY CO:</b>            |                                      | <b>246.15</b>   |        |               |
| <b>BATTERIES PLUS LLC</b>                     |                                      |                 |        |               |
| P39699088                                     | BATTERIES                            | 8.52            | 05/21  | 101-53330-218 |
| P39699088                                     | SANITARY SEWER METER BATTERIES       | 63.60           | 05/21  | 610-53612-251 |
| <b>Total BATTERIES PLUS LLC:</b>              |                                      | <b>72.12</b>    |        |               |
| <b>CELLCOM</b>                                |                                      |                 |        |               |
| 845488  | FVMPD CELL - MAY                     | 1,937.95        | 05/21  | 207-52120-203 |
| 845488  | K9 CRADLEPOINT                       | 810.42          | 05/21  | 207-52120-236 |
| <b>Total CELLCOM:</b>                         |                                      | <b>2,748.37</b> |        |               |
| <b>CRESCENT ELECTRIC SUPPLY CO</b>            |                                      |                 |        |               |
| S509136981.001                                | LIGHTS FOR DOYLE PARK                | 817.74          | 05/21  | 101-55200-242 |
| S509147989.001                                | POOL LIGHTS                          | 117.24          | 05/21  | 204-55420-242 |

| Invoice                    | Description                                   | Total Cost | Period | GL Account    |
|----------------------------|---|------------|--------|---------------|
|                            | Total CRESCENT ELECTRIC SUPPLY CO:            | 934.98     |        |               |
| EVERGREEN POWER LLC        | 10780 TRIMMER LINE                            | 32.99      | 05/21  | 101-53330-221 |
|                            | Total EVERGREEN POWER LLC:                    | 32.99      |        |               |
| FIRELINE SPRINKLER LLC     | 6007-21-2 QUARTERLY FIRE SPRINKLER INSPECTION | 118.00     | 05/21  | 101-53310-204 |
|                            | Total FIRELINE SPRINKLER LLC:                 | 118.00     |        |               |
| FOOD NETWORK MAGAZINE      | 052621 MAGAZINE SUBSCRIPTION                  | 9.99       | 05/21  | 206-55110-207 |
|                            | Total FOOD NETWORK MAGAZINE:                  | 9.99       |        |               |
| HOME DEPOT CREDIT SERVICES | 2014226 FRAMING NAILER & BAND SAW             | 698.00     | 05/21  | 206-55110-306 |
|                            | 4423591 FURNITURE MOVERS                      | 99.00      | 05/21  | 206-55110-306 |
|                            | 6013300 VERTICAL BLINDS/FURNITURE MOVERS      | 125.16     | 05/21  | 206-55110-306 |
|                            | Total HOME DEPOT CREDIT SERVICES:             | 922.16     |        |               |
| HORST DISTRIBUTING INC     | 90239 HYDRAULIC OIL                           | 10.98      | 05/21  | 101-53330-218 |
|                            | 90239 HYDRAULIC OIL #206                      | 21.97      | 05/21  | 101-53330-225 |
|                            | Total HORST DISTRIBUTING INC:                 | 32.95      |        |               |
| JOE'S POWER CENTER         | 93967 LEAF BLOWERS                            | 60.00      | 05/21  | 101-53300-218 |
|                            | 93967 LEAF BLOWERS                            | 60.00      | 05/21  | 206-55110-218 |
|                            | 93967 LEAF BLOWERS                            | 60.00      | 05/21  | 207-52120-218 |
|                            | 93967 LEAF BLOWERS                            | 59.99      | 05/21  | 620-53644-218 |
|                            | 93967 LEAF BLOWERS                            | 59.99      | 05/21  | 630-53442-218 |
|                            | 94224 TILLER REPAIR                           | 15.71      | 05/21  | 101-53330-221 |
|                            | 94239 NEEDLE KIT                              | 10.24      | 05/21  | 101-53330-221 |
|                            | Total JOE'S POWER CENTER:                     | 325.93     |        |               |
| JP GRAPHICS INC            | 1062444018 TRAILS OF THE FOX CITIES WI MAPS   | 83.81      | 05/21  | 101-55200-204 |
|                            | Total JP GRAPHICS INC:                        | 83.81      |        |               |
| KAUKAUNA UTILITIES         | MAY 2021 SAFETY CENTER                        | 515.80     | 05/21  | 207-52120-249 |
|                            | MAY 2021 SAFETY CENTER                        | 343.87     | 05/21  | 101-52250-249 |
|                            | MAY 2021 VILLAGE HALL PLAZA                   | 16.24      | 05/21  | 101-51650-249 |
|                            | MAY 2021 VILLAGE HALL                         | 799.72     | 05/21  | 101-51650-249 |
|                            | MAY 2021 CIVIC CENTER                         | 725.41     | 05/21  | 206-55110-249 |
|                            | MAY 2021 MUNICIPAL POOL                       | 50.25      | 05/21  | 204-55420-249 |
|                            | MAY 2021 BALLFIELD DPI/SHED LIGHTS            | 75.41      | 05/21  | 101-55200-249 |
|                            | MAY 2021 DOYLE PARK STAGE                     | 48.72      | 05/21  | 101-55200-249 |
|                            | MAY 2021 DOYLE PARK BALLFIELD DP2 LIGHT       | 52.87      | 05/21  | 101-55200-249 |

| Invoice                           | Description                                | Total Cost | Period | GL Account    |
|-----------------------------------|--|------------|--------|---------------|
| MAY 2021                          | HEESAKKER PARK TRAIL                       | 25.37      | 05/21  | 101-55200-249 |
| MAY 2021                          | HERITAGE PARK                              | 21.29      | 05/21  | 101-55200-249 |
| MAY 2021                          | LEGION PARK RESTROOMS                      | 132.61     | 05/21  | 101-55200-249 |
| MAY 2021                          | VAN LIESHOUT PARK                          | 93.33      | 05/21  | 101-55200-249 |
| MAY 2021                          | VAN LIESHOUT BALLFIELD                     | 176.84     | 05/21  | 101-55200-249 |
| MAY 2021                          | VAN LIESHOUT PK SECURITY LT                | 55.52      | 05/21  | 101-55200-249 |
| MAY 2021                          | LINCOLN AVE E HEESAKKER PARK               | 82.68      | 05/21  | 101-55200-249 |
| MAY 2021                          | PUMP STATION JEFFERSON ST                  | 718.15     | 05/21  | 620-53624-249 |
| MAY 2021                          | #4 WELL EVERGREEN DR                       | 4,354.74   | 05/21  | 620-53624-249 |
| MAY 2021                          | #3 WELL WASHINGTON ST                      | 1,248.03   | 05/21  | 620-53624-249 |
| MAY 2021                          | STEPHEN ST TOWER/LIGHTING                  | 136.22     | 05/21  | 620-53624-249 |
| MAY 2021                          | CANAL BRIDGE - NORTH SIDE                  | 17.86      | 05/21  | 101-53300-249 |
| MAY 2021                          | CANAL BRIDGE - SOUTH SIDE                  | 32.97      | 05/21  | 101-53300-249 |
| MAY 2021                          | SECURITY LIGHT                             | 12.26      | 05/21  | 101-53300-249 |
| MAY 2021                          | SIGNALS/GRAND & MAIN                       | 38.78      | 05/21  | 101-53300-249 |
| MAY 2021                          | COMMUNITY BRIDGE LIGHTING                  | 168.67     | 05/21  | 101-53300-249 |
| MAY 2021                          | SIGNALS/MAIN & MADISON                     | 36.14      | 05/21  | 101-53300-249 |
| MAY 2021                          | STREET LIGHTING                            | 8,453.13   | 05/21  | 101-53300-249 |
| MAY 2021                          | SIGNALS/NORTH & BUCHANAN                   | 30.44      | 05/21  | 101-53300-249 |
| MAY 2021                          | PATRIOT DR FLAG POLE                       | 28.44      | 05/21  | 101-53300-249 |
| MAY 2021                          | SIGNALS/NE CORNER N & ELM                  | 68.27      | 05/21  | 101-53300-249 |
| MAY 2021                          | STEPHEN ST SIGN                            | 16.24      | 05/21  | 101-53300-249 |
| MAY 2021                          | 1401 E ELM DR                              | 824.19     | 05/21  | 101-53310-249 |
| MAY 2021                          | 721 W ELM                                  | 95.88      | 05/21  | 208-52900-249 |
| MAY 2021                          | DOYLE PARK WELL                            | 2,991.19   | 05/21  | 620-53624-249 |
| MAY 2021                          | 1800 STEPHEN ST STORM                      | 428.01     | 05/21  | 630-53441-249 |
| Total KAUKAUNA UTILITIES:         |  | 22,915.54  |        |               |
| KERRY'S VROOM SERVICE INC         |  |            |        |               |
| 9565                              | OIL & FILTER CHANGE/FRONT BRAKES - UNIT#19 | 549.07     | 05/21  | 207-52120-247 |
| 9567                              | OIL & FILTER CHANGE - UNIT#181             | 43.47      | 05/21  | 207-52120-247 |
| 9570                              | OIL & FILTER CHANGE - UNIT#182             | 43.47      | 05/21  | 207-52120-247 |
| Total KERRY'S VROOM SERVICE INC:  |  | 636.01     |        |               |
| KRUEGER, THEODORE                 |  |            |        |               |
| 052621                            | REFUND FOR TWO TERRACE TREES               | 120.00     | 05/21  | 101-34402     |
| Total KRUEGER, THEODORE:          |  | 120.00     |        |               |
| LINDNER ACE HARDWARE LITTLE CHUTE |  |            |        |               |
| 269466-325001                     | WAX RING FOR TOILET                        | 4.99       | 05/21  | 101-55200-218 |
| 269468-325001                     | RAKE FOR CHIPPER                           | 12.99      | 05/21  | 101-55200-218 |
| 269469-325001                     | WAX RING FOR TOILET                        | 4.99       | 05/21  | 101-55200-218 |
| 269474-325001                     | HARDWARE                                   | 15.98      | 05/21  | 101-55200-218 |
| 269489-325001                     | PLUMBING ITEMS                             | 26.70      | 05/21  | 101-55200-218 |
| 269492-325001                     | PLUMBING TOOL                              | 19.99      | 05/21  | 101-55200-218 |
| 269498-325001                     | PLUMBING TOOL                              | 14.99      | 05/21  | 101-55200-218 |
| 269525-333011                     | FASTENERS                                  | 3.36       | 05/21  | 207-52120-218 |
| 269574-325001                     | SWING CHAIN                                | 54.39      | 05/21  | 101-55200-242 |
| 269619-325003                     | FURNACE FILTER                             | 5.37       | 05/21  | 620-53634-255 |
| 269638-325003                     | CRAFTSMAN TOOL SET AND CABLETIES           | 177.98     | 05/21  | 620-53634-255 |
| 269662-325001                     | PVC PIPE                                   | 16.97      | 05/21  | 101-55440-218 |
| 269685-325001                     | BUNGEE CORD & TARP STRAPS                  | 16.75      | 05/21  | 101-55200-218 |
| 269696-325003                     | CHISEL                                     | 11.58      | 05/21  | 620-53634-255 |
| 269729-325001                     | PAINT THINNER                              | 11.99      | 05/21  | 204-55420-218 |

| Invoice                                  | Description                         | Total Cost | Period | GL Account    |
|--|-------------------------------------|------------|--------|---------------|
| 269740-325001                            | PROPANE                             | 31.52      | 05/21  | 101-53330-218 |
| 269768-325001                            | DRILL BIT                           | 53.17      | 05/21  | 206-55110-306 |
| 269783-333011                            | BATTERIES                           | 5.59       | 05/21  | 207-52120-218 |
| 269791-325001                            | EMERGENCY LED FLASHER               | 14.34      | 05/21  | 101-53300-218 |
| 269828-325001                            | PAINT STRAINER                      | 4.59       | 05/21  | 101-53300-218 |
| 269828-325001                            | HOSE NOZZLE                         | 11.99      | 05/21  | 101-53330-218 |
| 269842-325001                            | FASTENERS                           | 1.10       | 05/21  | 101-53300-218 |
| 269880-325001                            | SAW BLADES                          | 53.97      | 05/21  | 206-55110-306 |
| 269892-312001                            | TRASH BAGS                          | 38.97      | 05/21  | 101-52200-218 |
| 269911-325001                            | RUST REMOVER                        | 51.98      | 05/21  | 101-53330-218 |
| Total LINDNER ACE HARDWARE LITTLE CHUTE: |                                     | 666.24     |        |               |
| MATTHEWS TIRE                            |                                     |            |        |               |
| 269781                                   | 2 NEW TIRES SQUAD #191              | 335.02     | 05/21  | 207-52120-247 |
| Total MATTHEWS TIRE:                     |                                     | 335.02     |        |               |
| NASSCO INC                               |                                     |            |        |               |
| S2759078.001                             | BATH TISSUE                         | 85.92      | 05/21  | 101-55300-233 |
| S2759078.001                             | HAND SOAP                           | 129.79     | 05/21  | 101-55200-222 |
| Total NASSCO INC:                        |                                     | 215.71     |        |               |
| OUTAGAMIE CO PUBLIC HEALTH               |                                     |            |        |               |
| 129NFRY-9PH9GU-                          | CONCESSION STAND LICENSE            | 119.00     | 05/21  | 204-55420-204 |
| 138NFRY-9PHE98-                          | POOL LICENSE & SAMPLING FEE         | 576.00     | 05/21  | 204-55420-204 |
| 138NFRY-9PHE99-                          | POOL & SLIDE LICENSE & SAMPLING FEE | 551.00     | 05/21  | 204-55420-204 |
| Total OUTAGAMIE CO PUBLIC HEALTH:        |                                     | 1,246.00   |        |               |
| PLYMOUTH LUBRICANTS                      |                                     |            |        |               |
| 6184882                                  | DIESEL EXHAUST FLUID                | 605.61     | 05/21  | 101-53330-217 |
| Total PLYMOUTH LUBRICANTS:               |                                     | 605.61     |        |               |
| PRIMADATA LLC                            |                                     |            |        |               |
| JUNE 2021                                | JUNE POSTCARD POSTAGE               | 250.00     | 06/21  | 201-53620-226 |
| JUNE 2021                                | JUNE POSTCARD POSTAGE               | 250.00     | 06/21  | 610-53613-226 |
| JUNE 2021                                | JUNE POSTCARD POSTAGE               | 250.00     | 06/21  | 620-53904-226 |
| JUNE 2021                                | JUNE POSTCARD POSTAGE               | 250.00     | 06/21  | 630-53443-226 |
| Total PRIMADATA LLC:                     |                                     | 1,000.00   |        |               |
| PSYCHOLOGIE CLINIQUE S.C.                |                                     |            |        |               |
| 051221                                   | PSYCHOLOGICAL EVALUATION            | 525.00     | 05/21  | 207-52120-225 |
| Total PSYCHOLOGIE CLINIQUE S.C.:         |                                     | 525.00     |        |               |
| PUFFE, RICK                              |                                     |            |        |               |
| 05/13/21 - 05/20/21                      | MEN'S SOFTBALL UMPIRE               | 117.00     | 05/21  | 101-55300-111 |
| Total PUFFE, RICK:                       |                                     | 117.00     |        |               |
| READER'S DIGEST LARGE PRINT              |                                     |            |        |               |
| MZG2DA1XX                                | MAGAZINE SUBSCRIPTION               | 29.96      | 05/21  | 206-55110-207 |

| Invoice                         | Description                              | Total Cost | Period | GL Account    |
|---------------------------------|--|------------|--------|---------------|
|                                 | Total READER'S DIGEST LARGE PRINT:       | 29.96      |        |               |
| REHMAN, MICHAEL                 |  |            |        |               |
| 05/13/21 - 05/20/21             | MEN'S SOFTBALL UMPIRE                    | 175.50     | 05/21  | 101-55300-111 |
|                                 | Total REHMAN, MICHAEL:                   | 175.50     |        |               |
| REINDERS INC                    |  |            |        |               |
| 1879217                         | DOOR HINGE #46                           | 80.44      | 06/21  | 101-53330-225 |
| 1880551                         | ITEMS TO REPAIR DECK CYLINDER #46        | 170.12     | 05/21  | 101-53330-225 |
| 1881468                         | BELTS & BLADES #23                       | 299.83     | 05/21  | 101-53330-225 |
| 2695474                         | SHIPPING FEES                            | 32.16      | 05/21  | 101-55200-218 |
| 2695519                         | PLUMBING ITEMS                           | 49.61      | 05/21  | 101-55200-242 |
| 2695526                         | PLUMBING ITEMS                           | 3.28       | 05/21  | 101-55200-242 |
| 2695536                         | PLUMBING ITEMS                           | 10.96      | 05/21  | 101-55200-242 |
| 2695553                         | PLUMBING ITEMS                           | 17.06      | 05/21  | 101-55200-242 |
| 2695648                         | WEED KILLER                              | 17.45      | 05/21  | 101-53300-246 |
| 2695648                         | WEED KILLER                              | 17.45      | 05/21  | 101-53300-218 |
| 2695648                         | WEED KILLER                              | 139.56     | 05/21  | 101-55200-215 |
|                                 | Total REINDERS INC:                      | 837.92     |        |               |
| RENT-A-FLASH OF WISCONSIN INC   |  |            |        |               |
| 75731                           | TRAFFIC CONES                            | 1,924.50   | 05/21  | 101-53300-218 |
|                                 | Total RENT-A-FLASH OF WISCONSIN INC:     | 1,924.50   |        |               |
| RIESTERER & SCHNELL INC         |  |            |        |               |
| 1981477                         | OIL FILTER                               | 29.94      | 05/21  | 101-53330-218 |
|                                 | Total RIESTERER & SCHNELL INC:           | 29.94      |        |               |
| ROBERT E. LEE & ASSOCIATES      |  |            |        |               |
| 79669                           | 2021 GIS SERVICES                        | 14,943.00  | 05/21  | 101-51415-204 |
|                                 | Total ROBERT E. LEE & ASSOCIATES:        | 14,943.00  |        |               |
| SIRCHIE ACQUISITION COMPANY LLC |  |            |        |               |
| 496323                          | DRUG TEST KITS                           | 141.27     | 05/21  | 207-52120-218 |
|                                 | Total SIRCHIE ACQUISITION COMPANY LLC:   | 141.27     |        |               |
| SLATER, PAULA                   |  |            |        |               |
| 05/21 REIMBURSE-                | REIMBURSE CSTARS PRACTICE POMS           | 287.64     | 05/21  | 101-55300-218 |
|                                 | Total SLATER, PAULA:                     | 287.64     |        |               |
| STAPLES ADVANTAGE               |  |            |        |               |
| 3476816729                      | COPY PAPER/OFFICE SUPPLIES               | 60.14      | 05/21  | 207-52120-206 |
| 3477287328                      | INK CARTRIDGES FOR HP PRINTER IN FINANCE | 480.80     | 05/21  | 101-51420-206 |
| 3477750203                      | HANGING FOLDERS/FILE FOLDERS             | 38.71      | 05/21  | 101-51420-206 |
| 3477750204                      | FILE FOLDERS                             | 22.99      | 05/21  | 101-51420-206 |
| 3477750205                      | COPY PAPER                               | 280.45     | 05/21  | 206-55110-225 |
| CM3477750202                    | RETURNED INK CARTRIDGES                  | 299.52-    | 05/21  | 101-51420-206 |

| Invoice   | Description | Total Cost | Period | GL Account    |
|---|-------------|------------|--------|---------------|
|   |             |            |        |               |
| Total STAPLES ADVANTAGE:                          |             | 583.57     |        |               |
| STEGER, KURT                                      |             |            |        |               |
| 5/13/21 - 5/20/21 MEN'S SOFTBALL UMPIRE           |             | 156.00     | 05/21  | 101-55300-111 |
| Total STEGER, KURT:                               |             | 156.00     |        |               |
| SWANK MOTION PICTURES INC.                        |             |            |        |               |
| 1804468 1 MOVIE LICENSE                           |             | 395.00     | 05/21  | 206-55110-205 |
| Total SWANK MOTION PICTURES INC.:                 |             | 395.00     |        |               |
| SWINKLES TRUCKING & EXCAVATING CORP               |             |            |        |               |
| 46995 TOPSOIL                                     |             | 19.07      | 05/21  | 101-53300-216 |
| 46995 TOPSOIL                                     |             | 57.18      | 05/21  | 101-55440-215 |
| Total SWINKLES TRUCKING & EXCAVATING CORP:        |             | 76.25      |        |               |
| TANYA R CPR LLC                                   |             |            |        |               |
| 304 HOME ALONE BABYSITTING CPR COURSE             |             | 1,440.00   | 05/21  | 208-52900-204 |
| Total TANYA R CPR LLC:                            |             | 1,440.00   |        |               |
| TAPCO   |             |            |        |               |
| I696981 TRAFFIC LIGHTS                            |             | 142.45     | 05/21  | 101-53300-218 |
| Total TAPCO:                                      |             | 142.45     |        |               |
| TRANSAMERICA LIFE INSURANCE COMPANY               |             |            |        |               |
| 2504212090 JUNE BILLING                           |             | 374.58     | 06/21  | 101-21364     |
| Total TRANSAMERICA LIFE INSURANCE COMPANY:        |             | 374.58     |        |               |
| UNIFIRST CORPORATION                              |             |            |        |               |
| 0970332161 SHIRTS/PANTS                           |             | 5.15       | 05/21  | 101-53330-213 |
| 0970332161 LAUNDRY BAGS/WIPERS                    |             | 9.71       | 05/21  | 101-53330-218 |
| 0970332596 SHIRTS/PANTS                           |             | 5.15       | 05/21  | 101-53330-213 |
| 0970332596 LAUNDRY BAGS/WIPERS                    |             | 9.71       | 05/21  | 101-53330-218 |
| 0970333038 SHIRTS/PANTS                           |             | 5.15       | 05/21  | 101-53330-213 |
| 0970333038 LAUNDRY BAGS/WIPERS                    |             | 9.71       | 05/21  | 101-53330-218 |
| Total UNIFIRST CORPORATION:                       |             | 44.58      |        |               |
| WI ELEVATOR INSPECTION INC                        |             |            |        |               |
| 15067 ANNUAL INSPECTION                           |             | 95.00      | 05/21  | 101-51650-243 |
| 15068 ANNUAL INSPECTION                           |             | 95.00      | 05/21  | 207-52120-243 |
| Total WI ELEVATOR INSPECTION INC:                 |             | 190.00     |        |               |
| XM TIMING   |             |            |        |               |
| 210509 TIMING SERVICES FOR LITTLE CHUTE RIVER RUN |             | 813.00     | 05/21  | 101-55300-218 |
| Total XM TIMING:                                  |             | 813.00     |        |               |
| Grand Totals:                                     |             | 58,465.18  |        |               |

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Vendor number hash: 290323  
Vendor number hash - split: 347629  
Total number of invoices: 99  
Total number of transactions: 154

| Terms Description | Invoice Amount | Net Invoice Amount |
|-------------------|----------------|--------------------|
| Open Terms        | 58,465.18      | 58,465.18          |
| Grand Totals:     | 58,465.18      | 58,465.18          |

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Report Criteria:

Invoice Detail.Voided = {=} FALSE

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## **Disbursement List - June 2, 2021**

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Payroll & Payroll Liabilities - May 27, 2021 **\$205,296.33**

Prepaid Invoices - May 28, 2021 **\$68,139.85**

Utility Commission-

### **CURRENT ITEMS**

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Bills List - June 2, 2021 **\$58,465.18**

**Total Payroll, Prepaid & Invoices** **\$331,901.36**

The above payments are recommended for approval:

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

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Approved June 2, 2021

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Michael R Vanden Berg, Village Presiden

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Laurie Decker, Clerk

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

**ITEM DESCRIPTION: Transportation Fund and Street Funding Feasibility, Analysis, and Fund Creation Proposals**

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

**REPORT DATE: May 21, 2021**

**EXPLANATION:** The village of Little Chute received five proposals for the [Transportation Fund and Street Funding Feasibility, Analysis, and Fund Creation](#) request that had been released. Staff have reviewed these proposals and did so in a way that the review was done from both a quality perspective and cost perspective. Since this is a service, this selection process is not driven by price but can be used as a factor in the decision-making process.

The team members that reviewed the proposals found that all the proposals did meet the requirements, but there were differences in the approach and skill provided by each firm. Ultimately, the recommendation for staff is to award the effort to MSA – Baker Tilly. The justification for this recommendation is as follows:

- The depth and overall experience of these firms coupled together is strong.
- Highest level of familiarity with current utility billing practices and system.
- Very thorough and documented approach to execute the proposal.

From a cost perspective, the proposals ranked as follows:

- Ruekert-Mielke - \$19,600
- Trilogy Consulting - \$32,318
- Ehlers – RA Smith - \$38,500
- MSA – Baker Tilly - \$38,900
- McMahon and Associates - \$47,500

**Conclusion:** While each of the firms are talented and bring a unique level of experience to the process, even given the cost rankings, staff continue to recommend MSA-Baker Tilly. If there is an interest, staff did find that Ehlers – RA Smith's proposal was most similar. The deciding factor in this decision was the expertise in utility billing processes and systems that Baker Tilly brings to the process.

It should be noted that if the decision is based upon just cost alone, staff recommends not moving forward with the review process. Given the magnitude, challenges, and effort if the village were to establish this fund, we recommend moving forward with one of the two firms referenced above (MSA-Baker Tilly or Ehlers-RA Smith).

This effort was not budgeted for in the fall of 2020, so there is no current funding in the 2021 budget. If the board finds it in the Village's best interest to move forward with the process, we recommend the following budget adjustment to a segregated Special Revenue Fund to allow responsible documented tracking of efforts pending outcomes of the study:

**Construction Fund**

|   |            |
|---|------------|
| Transfer to Transportation Special Revenue Fund | \$ +40,000 |
| Fund Balance                                    | \$ -40,000 |

**Transportation Fund**

|  |            |
|--|------------|
| Transfer in from Capital Projects Fund | \$ +40,000 |
| Consulting Services                    | \$ +40,000 |

**RECOMMENDATION:** Review the above and direct staff to enter into an agreement with MSA-Baker Tilly and prepare the required budget adjustment.

**VILLAGE OF LITTLE CHUTE**  
**ORDINANCE NO. 6, SERIES 2021**  
**AN ORDINANCE REPEALING**  
**Section 34-365, Parts (b)(1) and (b)(2)**  
**of**  
**Division 9- Sewer Construction, Reconstruction, and Connections**

The Village of Little Chute by requisite vote of the Board of Trustees do hereby adopt and ordain the following Ordinance having found its adoption to be in the interest of the general welfare of the Village.

**Section 34-365-Cost of sewer connection.** Parts (b)(1) and (b)(2) are hereby repealed in their entirety and have no further force or effect.

The remaining sections and subparts of Division 9, including 34-365 (a), remain in full force and effect and are unchanged by this Ordinance.

Dated this \_\_\_\_\_ day of June, 2021.

**VILLAGE OF LITTLE CHUTE**

By: \_\_\_\_\_  
Michael Vanden Berg, President

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

**AMENDMENT TO DEVELOPMENT AGREEMENT  
BETWEEN  
VILLAGE OF LITTLE CHUTE  
AND  
AGROPUR INC.**

This Amendment is made to that Development Agreement dated May 6, 2021 and May 13, 2021(herein “Amendment”) by the Village of Little Chute (herein “Village”) and Agropur Inc. (herein “Agropur”) for the purposes, and subject to the terms and conditions, all as set forth below. The Village and Agropur may be referred to herein individually as “Party” or collectively as “Parties”.

**BACKGROUND RECITALS**

**WHEREAS**, the Parties desire to clarify certain post-closing obligations and the timing thereof in the Development Agreement, this Amendment is being made to document the mutual understandings regarding such clarification.

**NOW, THEREFORE**, the Parties agree as follows:

1. **New Certified Survey Map**. Upon Closing, subject to the timing set forth below, Buyer will prepare and apply for, and Seller shall procure approval of a new CSM combining the Property being purchased, as well as the parcel being acquired from the Village by exchange, to Buyer’s current adjoining parcel of land consisting of Lot 1 of CSM No. 3562, which will then be collectively two lots and two tax parcels (collectively the “New CSM Property”). One of the lots will be within the TID boundaries and the second lot will be outside the TID boundaries.
2. **Timing for New CSM**. Buyer will prepare the new CSM for filing within thirty (30) days or less from the date that Buyer successfully acquires the parcel of land known as the “Spierings Property” which borders Evergreen Drive.
3. **The Swap Land Exchange**. The swap of additional lands between Agropur and the Village set forth in paragraph 6 of the Development Agreement shall take place within ten (10) days of Agropur acquiring the Spierings Property so that Agropur can include in the new CSM the Spierings Property, less the portion conveyed to the Village, and also the land swapped to Agropur by the Village set forth in paragraph 6.
4. **Vacation of Karen Drive**. The Village for various legal and practical reasons cannot vacate Karen Drive as referenced in paragraph 4 of the Development Agreement until both (i) Agropur closes the purchase of the property under the Form WB-13 Vacant Offer to Purchase attached as Exhibit C to the Development Agreement; and (ii) Agropur has successfully acquired title to the Spierings Property; and (iii) Agropur and the Village have swapped the properties between them as described in paragraph 6 of the Development Agreement.

5. **Mutual Cooperation.** The Parties will mutually cooperate with each other as reasonably necessary to accomplish these objectives in an orderly and timely sequence so that the Agropur development can proceed as intended as set forth in the Development Agreement.
6. **Signatures.** Copy signatures transmitted by fax, email or other electronic transmission and counterpart signature pages are deemed as binding and valid as originals for purposes of this document.

Dated and effective May 26, 2021 regardless of the date signed.

**VILLAGE OF LITTLE CHUTE**

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

**AGROPUR INC.**

By: Mike Sipple  
Mike Sipple, V.P Regional Operations

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

**ITEM DESCRIPTION: Refuse Discussion**

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

**REPORT DATE:** May 28, 2021

**EXPLANATION:** In 2006, the Village's of Little Chute and Kimberly entered into a cooperative agreement to purchase automated refuse vehicles. The agreement is attached for reference. The agreement allowed both municipalities to operate independent refuse operations while sharing the costs of purchasing and maintain vehicles. Through cooperation, the communities currently have 4 refuse vehicles ranging in various conditions in our fleet. The ratio at start was approximately 64% Little Chute to Kimberly's 36%.

On May 11, 2021, we received notice from the Village of Kimberly that they would like to terminate the joint agreement. Per the terms, the agreement will remain in place until January 1<sup>st</sup> of 2023. The termination language in the agreement provides a framework for the dissolution of assets, but it is apparent that the communities will need to coordinate that effort to ensure that assets are divided in an equitable and satisfactory manner.

Village of Little Chute staff have begun the process to review the assets, the agreement, and begin planning for the dissolution. This change provides an opportunity for Little Chute to improve upon our schedule, equipment, and operations of our refuse program.

This effort will be led by Director Taylor, DPW staff, and Director Remiker-DeWall.

**RECOMMENDATION: Provided for information.**

**Little Chute-Kimberly  
Intergovernmental Agreement  
Automated Refuse Collection Vehicles**

This agreement, by and between the Village of Little Chute, a political subdivision of the State of Wisconsin, Outagamie County, and the Village of Kimberly, a political subdivision of the State of Wisconsin, Outagamie County; is entered into pursuant to the authority of § 66.0301, Wisconsin Statutes, and is agreed to as follows:

**WHEREAS**, the Village of Little Chute has established and operates a refuse collection system within the jurisdiction of its public works department, and

**WHEREAS**, the Village of Kimberly has established and operates a refuse collection system within the jurisdiction of its public works department, and

**WHEREAS**, the Village of Little Chute and the Village of Kimberly recognize the benefit is intergovernmental cooperation in establishing a joint refuse collection Fleet;

**NOW, THEREFORE**, the Village of Little Chute and the Village of Kimberly, in consideration of mutual promises, covenants, conditions and obligations as set forth herein, do hereby enter into this intergovernmental cooperation agreement as follows:

**I. Little Chute-Kimberly Automated Refuse Collection Fleet**

1. The Village of Little Chute and the Village of Kimberly agree to establish a joint Fleet of automated refuse collection vehicles, herein "Fleet".
2. It is the intent of the Village of Little Chute and the Village of Kimberly that the Fleet will provide all automated refuse collection for both communities.

**II. Ownership of Assets.**

1. The Village of Little Chute currently owns two automated refuse collection vehicles, and leases them to the Village of Kimberly for weekly collection purposes.
2. The Villages of Little Chute and Kimberly find it necessary to increase the Fleet by one vehicle to address current and future growth needs.
3. The Village of Kimberly agrees to purchase an equity share in the Fleet (two vehicles – one 2002 Wayne and 2003 Heil), at a ratio equal to the current proportional number of total stops each community has relative to the total stops of both communities, as a percentage rounded to the nearest 100th. The refuse collection stops as of January 1, 2006 shall be used for this calculation (which are 4017 for the Village of Little Chute and 2220 for the Village of Kimberly). This equity share shall be reduced by an equitable rate of depreciation on both of these vehicles, based on a useful life of ten years calculated from the date each vehicle was initially installed into service at the Village of Little Chute.

- a. The purchase price the Village of Kimberly will pay for the equity in the 2002 Wayne is \$ 28,696 which calculations are shown on **Exhibit A** attached. The

Village of Kimberly owns 35.59 percent of this vehicle and the Village of Little Chute owns 64.41 percent of this vehicle. The salvage value of the vehicle shall be shared in these same percentages.

b. The purchase price the Village of Kimberly will pay for the 2003 Heil is \$ 44,832 which calculations are shown on **Exhibit A** attached. The Village of Kimberly owns 35.59 percent of this vehicle and the Village of Little Chute owns 64.41 percent of this vehicle. The salvage value of the vehicle shall be shared in these same percentages.

4. The Village's of Little Chute and Kimberly agree to purchase a third automated refuse collection vehicle at the same proportional number of total stops each community has relative to the total stops of both communities, as a percentage rounded to the nearest 100th. The refuse collection stops as of January 1, 2006 shall be used for this calculation.

5. It is further agreed that future Fleet purchases shall be done using the same methodology. However, due to the timing of municipal budget preparation, the equity share for new Fleet purchases shall be based on the refuse collection stops as of July 1 of the year the purchase is being budgeted.

6. If emergency purchases are necessary due to equipment failures or replacement due to damages, it is hereby agreed that the Fleet purchases shall be based on the refuse collection stops as of July 1 of the previous year, as would have been used for a normal budgeted replacement.

7. It is hereinafter agreed that the Villages of Kimberly and Little Chute shall maintain ownership in the assets of the Fleet based on these equity purchases from time to time. Equity percentages of ownership in the Fleet will be based upon the same percentage that each party has invested in the value of each separate vehicle with total ownership being 100% between the two Villages.

8. In the event that this agreement is terminated by either party the Village of Little Chute shall have the first purchase option on each of the original 3 refuse Fleet trucks by virtue of being the major percentage owner of the Fleet and the original owner of the 2002 Wayne and 2003 Heil trucks brought into this joint agreement. The purchase price to be paid to the Village of Kimberly shall be based upon the depreciated value of the vehicle at the time of purchase assuming a 10 year useful life and a zero salvage value at the expiration of 10 years for which Kimberly will be paid its percentage share of ownership multiplied times the value of the vehicle being purchased as stipulated in Section II of this agreement.

The Village of Kimberly shall have first option to purchase of the next successor (fourth) vehicle purchased for the Fleet and every third vehicle purchased subsequently thereafter the purchase of the fourth vehicle. The purchase price to be paid to the Village of Little Chute shall be based upon the depreciated value of the vehicle at the time of purchase assuming a 10 year useful life and a zero salvage value at the expiration of 10 years for which Little Chute will be paid its percentage share of ownership multiplied times the value of the vehicle being purchased as stipulated in Section II of this agreement. Alternatively The Village of Little Chute and the Village of Kimberly may also negotiate a purchase price by mutual agreement as an alternative to the formula price set forth in this paragraph.

In the event that both parties would decide not to retain all or a portion of the Fleet, the Fleet of trucks, or that portion they decide not to retain, shall be sold by a mutually agreeable process and the proceeds from this sale distributed to each village according to the ownership assets of each village as stipulated in Section II of this agreement and in place as of January 1st of the year when the termination is effective.

### **III. Fleet Maintenance.**

1. The Villages of Little Chute and Kimberly hereby agreed that the normal maintenance of the Fleet, including insurance, equipment repairs, and normal wear and tear shall be shared on a budgeted basis following the same funding mechanism established for Fleet purchases noted in Section II above.

2. The Villages of Little Chute and Kimberly hereby agreed that all Fleet vehicles shall be filled with the appropriate fuel on a daily basis, prior to the end of each work day. This section warrants that each community replaces the fuel they use, and each day shall begin with a full tank of fuel.

3. The Villages of Little Chute and Kimberly further agree that the maintenance shall be performed by the mechanics of both communities, on a routine basis. The use of both communities' mechanics shall insure adequate knowledge of the Fleet, should either mechanic be unable to perform the required maintenance due to illness, absence or workload. The mechanics of each Village shall maintain separate days/hours records for time spent maintaining vehicles in the Fleet. The communities shall agree that the costs for all parts used in the maintenance shall be shared by the communities based on the formula stated in Section II. This cost sharing may be done at regular intervals, upon mutual agreement of Kimberly's Street Commissioner and Little Chute's Assistant Public Works Director, but not more than 4 times per year. Man hours spent on maintenance shall be logged on an annual basis, and a payment shall be made annually to bring the annual share of man hours to a equitable basis based on the formula stated in Section II, with an agreed upon rate being established for both mechanics, based on the higher rate of pay for either.

4. Storage of the Fleet vehicles shall be determined by the Kimberly Street Commissioner and the Village of Little Chute Assistant Public Works Director. However, no equity shall be determined based on the time equipment is stored in either community.

### **IV. Miscellaneous**

1. The Village of Little Chute and the Village of Kimberly agree that the Village of Little Chute shall be the owner of record of the Automated Refuse Collection Fleet for purposes of insurance. The Village of Little Chute shall carry the proper vehicle insurance for the Fleet. The cost of said insurance policy shall be shared by the communities based on the formula stated in Section II.

### **V. Amendments.**

1. No modification, alteration or amendment to this agreement shall be binding upon any party hereto until such modification, alteration, or amendments is reduced to writing and duly executed by both Village Boards.

#### **VI. Government law and Severability.**

1. The laws of the State of Wisconsin shall govern this agreement.

#### **VII. Assignment of Rights**

1. No party to this agreement may assign its rights or responsibilities under this agreement without the prior written consent of the other party.

#### **VIII. Terms of Agreement**

1. This agreement shall become effective upon approval and signing of both parties and shall remain in effect until terminated by either party, by written notice.

2. This agreement may be terminated by either party upon one (1) year written notice to the other party with intent to terminate. Termination shall become effective on the January 1<sup>st</sup> following one year from the date of notification of intent to terminate the agreement.

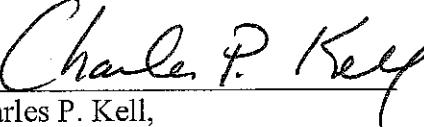
Dated this 10 day of June, 2006.

VILLAGE OF LITTLE CHUTE

VILLAGE OF KIMBERLY

By:   
John Rooyakkers,  
Village President

By:   
Charles A. Kuen,  
Village President

By:   
Charles P. Kell,  
Village Administrator

By:   
Rick J. Hermus,  
Village Administrator

## EXHIBIT A

## SHARED SANITATION SERVICE

## TRUCK DEPRECIATION

|            | Original Purchase | Annual Depreciation |
|------------|-------------------|---------------------|
| 2002 Wayne | 134,385           | 13,439              |
| 2003 Heil  | 179,955           | 17,996              |
| 2006 Truck | 170,000           | 17,000              |
|            | 484,340           | 48,434              |

|             | Depreciated Value |               | Depreciated Value |                | New Value      |
|-------------|-------------------|---------------|-------------------|----------------|----------------|
| Wayne       |                   | Heil          |                   |                |                |
| 2002        | 6,720             |               | 8,998             |                |                |
| 2003        | 13,439            |               | 17,996            |                |                |
| 2004        | 13,439            |               | 17,996            |                |                |
| 2005        | 13,439            |               | 17,996            |                |                |
| <b>2006</b> | <b>6,720</b>      | <b>80,629</b> | <b>8,998</b>      | <b>125,967</b> | <b>170,000</b> |
| 2007        |                   |               |                   |                |                |
| 2008        |                   |               |                   |                |                |

|       | <u>BUY IN VALUE</u>      | <u>Kimberly</u>  |
|-------|--------------------------|------------------|
|       | As of 6/30/06            | Buy-In Cost      |
| Wayne | 80,629                   | \$28,696         |
| Heil  | 125,967                  | \$44,832         |
| New   | 170,000 <i>estimated</i> | \$60,503         |
|       | <b>\$ 376,596</b>        | <b>\$134,031</b> |

COST SHARING BASIS - STOPS

|              | 4,017 | RATIO  |
|--------------|-------|--------|
| Little Chute |       |        |
| Kimberly     | 2,220 | 35.59% |
|              | 6,237 |        |



## VILLAGE OF KIMBERLY

515 W. Kimberly Avenue

Kimberly, WI 54136

Charles A. Kuen

VILLAGE PRESIDENT

P 920-788-7500

F 920-788-9723

ckuen@valleymanagement.com

MAY 11, 2021

**Mr. Michael R. Vanden Berg**

Village President

108 W. Main Street

Little Chute, WI 54140

Dear Mike,

The Village of Kimberly recently met to discuss the Joint Refuse Truck Agreement. Our Villages have a rich history of joint agreements and partnerships to service the needs of both communities. When done so successfully, these agreements provide exceptional services and a value to the residents of both communities. It appears the value and cost savings the agreement once provided the residents, no longer holds true. Due to this, we are officially providing notice that it is our intent to terminate the Joint Automated Refuse Collection Vehicle Agreement.

Per the agreement, the terms of the termination process and division of assets has been established. The Village is confident that the Administrators of each community can work together to layout a timeline and process that meets the needs of both communities and ensures the success of the fleet. The Village of Kimberly Board of Trustees appreciates our relationship and partnerships with the Village of Little Chute. I am confident that our ability to work together to find meaningful and fiscally sound solutions to serve our residents will continue, even with the Joint Refuse Truck Agreement coming to an end.

If you have any questions or concerns, feel free to contact me and we look forward to working with you on a plan to set each community's refuse service up for success.

Sincerely,

Charles A. Kuen

VILLAGE PRESIDENT

April 14, 2021



Village of Little Chute  
108 West Main Street  
Little Chute, Wisconsin 54140

Attention: Mr. James Fenlon (electronic only)  
Phone: (920) 423-3850  
Email: james@littlechutewi.org

**Re: Limited Site Investigation Proposal**

Sandie's Dry Cleaner & Laundry (Former), 513 Grand Avenue  
Weenies Still, 515 Grand Avenue  
Little Chute, Outagamie County, Wisconsin  
BRRTS #02-45-552222  
Terracon Proposal No. P58217064

Dear Mr. Fenlon:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to provide the Village of Little Chute this proposal to perform a limited site investigation (LSI) at the referenced site. Terracon's proposed scope of services, including schedule and compensation, is provided in the following sections.

## **1.0 PROJECT INFORMATION**

The Sandies Dry Cleaners & Laundry (Former) site is located at 513 Grand Avenue, Little Chute, Wisconsin. The property is developed with a two-story building. The first floor is a former dry-cleaning facility that operated from 1957 to approximately 2003 and has been vacant since 2006. There is a vacant apartment on the second floor over the east half of the first floor. The building lies at the center of a series of commercial buildings that is along the west side of Grand Avenue north of the intersection of Grand Avenue and West Lincoln Avenue. Residential properties lie adjacent south and west of the commercial buildings along West Lincoln Avenue and formerly adjacent (prior to demolition) north of the businesses. Commercial areas lie to the west, south, and east of the site. Weenies Still shares part of a wall with the site building on the north side. The Bakers Outlet is approximately 2 feet south of the site building. The Fox River is approximately 0.19 mile to the southwest.

Dry-cleaning operations at the site reportedly used the solvent tetrachloroethylene (a.k.a. Perchloroethylene, perc, or PCE). It is not known whether dry cleaning operations used per or polyfluoroalkyl substances (PFAS), which are a group of emerging contaminants of increasing concern at historical dry cleaning operations. There currently are not specific soil or groundwater



standards for PFAS, but the Wisconsin Department of Natural Resources (WDNR) has published guidelines for testing and evaluating PFAS and has developed a list of PFAS (Wisconsin 33) to be analyzed where PFAS may be a concern.

A limited environmental investigation was performed by Terracon at the request of the property owner (Mr. Linskens) in preparation for selling the property. On August 13, 2008, two hand auger soil borings were advanced at the site to depths of approximately 8 feet below ground surface (bgs). Boring HA-1 was advanced adjacent to a former dry-cleaning machine, which was located in the north-central portion of the building in the former wash room. This is the same general location in which a previous (historical) dry-cleaning machine was located. Boring HA-2 was advanced adjacent to the western exterior wall of the building near the back door to assess an area where dry-cleaner wastes were disposed in a dumpster. The laboratory report indicated that 125,000 micrograms per kilogram ( $\mu\text{g}/\text{kg}$ ) PCE was detected in the soil sample collected from boring HA-1 at 1-foot bgs and 4,500  $\mu\text{g}/\text{kg}$  of PCE was detected in the soil sample collected from soil boring HA-2 at 3 feet bgs. Both detections exceeded the non-industrial, direct-contact residual contaminant level (RCL) for PCE in soil at the time of 1,230 micrograms per kilogram ( $\mu\text{g}/\text{kg}$ ; currently the non-industrial, direct-contact RCL for PCE is 33,000  $\mu\text{g}/\text{kg}$ ). The concentration of PCE detected in both the analyzed soil samples also exceeded its protection of groundwater RCL of 4.5  $\mu\text{g}/\text{kg}$ .

Terracon recommended reporting the release to the WDNR. Following receipt of the notification, the WDNR responded by opening the Bureau of Remediation and Redevelopment Tracking System (BRRTS) Environmental Repair Program (ERP) case #02-45-552222 and issuing a responsible party letter to Mr. Linskens on August 29, 2008, requiring an investigation to determine the magnitude and extent of the contamination. However, Mr. Linskens was not able to proceed. In correspondence dated January 10, 2011, the WDNR indicated that they had determined that Mr. Linskens was financially unable to proceed with the necessary site investigation and remediation and as a result they were proceeding with a deed affidavit to file a notice of contamination on the property.

Due to the high contaminant concentrations documented by Terracon on the property that represented a risk to public health and the environment, the site became a state-lead site. As a result, funding from various sources were used to proceed with site investigation and interim action activities, including a Time-Critical Removal Action by the United States Environmental Protection Agency (USEPA). Investigation and interim actions were completed on the subject property and offsite properties by the Wisconsin Department of Health Services (WDHS), USEPA, and other consultants under contract with the WDNR from 2008 to the present day. The analytic test results indicated the presence of chlorinated solvent constituents in vapor, soil, and groundwater. Terracon was retained by the WDNR to prepare a *Site Investigation and Interim Action Report*, dated December 13, 2019, for the Sandies Dry Cleaners & Laundry (Former) project. The report provided compilation and documentation of the site investigation and interim

action activities and recommendations for additional work necessary to complete the investigation.

Based on our March 3, 2021, discussion, the Village of Little Chute is considering acquiring the Sandies Dry Cleaner & Laundry (Former) property and the north adjoining Weenies Still property, located at 515 Grand Avenue. We understand these properties would be combined with other adjoining parcels to facilitate development. Previous phases of investigation on the Weenies Still property have been limited to sub-slab vapor samples, ambient air samples, and one boring/temporary well (SDC-GP-12) due to a lack of access from the owner.

## **2.0 SCOPE OF SERVICES**

Terracon proposes the following scope of services to assist the Village of Little Chute to further evaluate soil and groundwater conditions on the Sandies Dry Cleaner & Laundry (Former) property and the north adjoining Weenies Still property. This LSI will evaluate 1) soil conditions on the Weenies Still property along the common property boundary, 2) the potential migration of contaminants along utility laterals, and 3) down-gradient groundwater conditions.

### **2.1 Site Access**

Terracon will work with the Village of Little Chute and the WDNR to obtain access for the LSI activities. We assume the Village of Little Chute will take the lead in discussions with property owners, with support provided by Terracon. Terracon can provide an access agreement for use by the parties. An example access agreement is attached.

### **2.2 Health and Safety Plan**

Terracon is committed to the safety of all its employees. As such, and in accordance with our *Incident and Injury Free®* safety goals, Terracon will develop a safety plan to be used by our personnel during field services. Prior to commencement of on-site activities, Terracon will hold a brief health and safety meeting to review health and safety needs for this specific project. At this time, we anticipate performing fieldwork in a United States Environmental Protection Agency (USEPA) Level D work uniform consisting of hard hats, safety glasses, protective gloves, and steel toed boots. It may become necessary to upgrade this level of protection, at additional cost, during sampling activities in the event that we encounter currently unknown petroleum or chemical constituents in soils or groundwater that present an increased risk for personal exposure. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. The Village of Little Chute agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. This Village of Little Chute acknowledges its responsibility for

notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

## **2.3 Locate Utilities in Work Area**

In an effort to locate utilities in the work area, Terracon will review any site plans provided to us and will contact Diggers Hotline. To the extent practicable, the locations and depths of the various utilities will be identified to avoid damage to such utilities. Terracon will subcontract a private utility locating firm to mark private utilities at the site. In addition, available site personnel will be interviewed to help determine utility locations. The proposed boring locations may be modified based upon the presence of utilities, or if access is otherwise restricted.

Terracon will work with the Village of Little Chute to obtain information regarding the location, depth, and materials for the utility laterals extending east from the Sandies Dry Cleaner and Laundry (Former) and Weenies Still buildings. This information will be used to evaluate the utilities as a potential migration pathway and to identify boring locations.

## **2.4 Soil Borings**

Terracon will obtain soil and groundwater samples as part of this LSI. Samples will be collected from direct-push borings advanced at six locations:

- Borings P-1 through P-3: These borings will be located on the Weenies Still property, along the common property boundary with the Sandies Dry Cleaner & Laundry (Former) property, to evaluate whether contamination extends onto the Weenies Still property. Two borings will be advanced in the basement in the western part of the building, and one boring will be advanced west of the building.
- Boring P-4: This boring will be located in the Village of Little Chute right-of-way, along the sanitary sewer lateral extending east from the Weenies Still property, to evaluate whether the lateral is a potential migration pathway.
- Boring P-5: This boring will be located in the Village of Little Chute right-of-way, along the sanitary sewer lateral extending east from the Sandies Dry Cleaner & Laundry (Former) property, to evaluate whether the lateral is a potential migration pathway.
- Borings P-6 and P-7: These borings will be advanced in the Sandies Dry Cleaner & Laundry (Former) building. Boring P-6 will be advanced in the western part of the building south of the former dry cleaning machine excavation to help delineate the extent of potential residual soil contamination in this area. Boring P-7 will be advanced along the sanitary sewer lateral in the eastern part of the building to evaluate whether the lateral is a potential migration pathway.

- Boring P-8: This boring will be located in the southwest corner of the south adjoining Bakers Outlet property, to evaluate the down-gradient extent of shallow groundwater contamination and also to test deeper groundwater.

The proposed locations are depicted on the attached site diagram; however, the locations may be modified based upon the presence of utilities or if access is otherwise restricted.

## **2.5 Sampling and Analysis Program**

Three groundwater monitoring wells (SDC-MW-1, SDC-MW-2, and SDC-MW-3) were constructed on the Sandies Dry Cleaner & Laundry (Former) property and in the west adjoining alley during previous investigation activities. Based on the investigation results, the depth to groundwater in this area ranges from approximately 5 to 6 feet below ground surface (bgs). The soil borings will be advanced to a depth of approximately 10 feet bgs, to approximately 4 feet below the apparent water table, or to refusal, whichever is shallower. Exceptions include the Weenies basement borings which will be advanced to depths of approximately 6 feet below the floor grade and the deep boring at the P-8 location which will be advanced to approximately 24 feet bgs or to refusal, whichever is shallower. Soil samples will be collected continuously. Soil characteristics (e.g. texture, color) and any unusual odors or discoloration will be noted on each soil boring log. A photoionization detector (PID) will be used to field screen soil samples for volatile organic compound (VOC) vapors.

Two soil samples will be collected from each soil boring. One soil sample will be selected for analysis from the upper 4 feet, and a second sample will be collected from the soil below 4 feet. Soil samples will be collected from depths with the highest PID readings. Or, if PID readings are not elevated, the deeper soil sample will be collected from the soil to groundwater interface, and the shallow soil sample will be collected from immediately below the topsoil or base course material, unless indications of impacted soil suggest another sample depth. If groundwater is not encountered, the deeper sample will be collected from the boring terminus. At the P-8 location, one additional soil sample will be collected from saturated soil deeper than 10 feet bgs from either the interval with the highest PID reading, or if PID readings are not elevated, from the boring terminus or from the interval most likely to have been impacted based upon the stratigraphy encountered.

Terracon proposes to construct a temporary groundwater sampling point within soil borings P-3, P-5, P-6, and P-8 (shallow and deep) by attaching a 5- or 10-foot section of  $\frac{3}{4}$ -inch to 1-inch diameter polyvinyl chloride (PVC) well screen to PVC riser pipe. A sand filter pack may be placed around the well screen, if practicable. Alternatively, we may attempt to collect a groundwater sample by advancing a retractable screen point sampler.

If groundwater accumulates, groundwater samples will be collected from the temporary groundwater sampling points with a disposable bailer or by inserting disposable tubing into the temporary groundwater sampling point and extracting water with a peristaltic pump. After groundwater sampling, or if no groundwater is produced after waiting approximately 2 hours, the borings/temporary groundwater sampling points will be abandoned per Chapter NR 141, Wisconsin Administrative Code (WAC).

The soil and groundwater samples will be submitted for laboratory analysis of VOCs by USEPA Method 8260B. One groundwater sample will also be submitted for analysis of PFAS by USEPA Method 537M. The soil and groundwater samples will be collected in laboratory-supplied containers, placed in an ice chest to cool to approximately 4 degrees Celsius (°C), and transferred under chain-of-custody protocol to a Wisconsin-certified laboratory for analysis.

A summary of the proposed sampling/analysis strategy is presented as follows:

| <u>Sample Locations</u>                      | <u>Matrix/Analyses</u>          | <u>No. of Samples</u> | <u>Lab Method</u>      |
|--|---------------------------------|-----------------------|------------------------|
| P-1 through P-8<br>(shallow and deep)        | Soil: VOCs                      | 17                    | 8260B                  |
| P-3, P-5, P-6, and P-8<br>(shallow and deep) | Groundwater: VOCs<br>PFAS (P-6) | 5<br>1                | 8260B<br>537 M (WI 33) |

## 2.6 Preparation of LSI Report

After receipt of the laboratory data, a report will be prepared that will include the following:

- Documentation of field activities;
- Soil boring location map;
- Soil boring logs;
- Analytical laboratory results;
- Data evaluation and presentation of pertinent findings; and
- Recommendations concerning further action, if necessary.

## 2.7 Schedule

We anticipate that the report will be issued within 5 weeks from authorization unless there is a significant delay with drilling schedules and/or weather.

### 3.0 COMPENSATION

The Scope of Services as outlined in this proposal will be performed for a lump sum cost as tabulated below. This cost assumes that the laboratory analysis will be performed on a normal turnaround time basis. If as a result of these services, additional work is required outside the scope of this proposal, you will be contacted, and a revised cost estimate for the additional work will be provided. No work outside the scope of this proposal will be completed by Terracon without your prior approval.

| <b>LUMP SUM PROJECT COST</b>         |                 |
|--------------------------------------|-----------------|
| Consulting                           | \$5,200         |
| Laboratory Analysis                  | \$2,050         |
| Drilling and Private Utility Locator | \$5,000         |
| Equipment and Expenses               | \$ 450          |
| <b>Total Cost</b>                    | <b>\$12,700</b> |

This proposal and cost estimate were prepared based on the following assumptions:

- The owner/owner representative will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services;
- The client agrees to provide Terracon with all existing as-built plans including underground utilities and structures prior to commencement of field activities;
- The owner/owner representative will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g. hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.);
- Utilities on private land that are not located by public companies will be located by property owner/operator. Terracon will contact site representatives to discuss potential private utility locations and to request copies of any available site plans that may show utility locations; and
- Work can be performed during normal business hours (Monday through Friday, 7:00 am to 7:00 pm).

If any of these assumptions or conditions is not accurate or changes during the project, the stated fee is subject to change. Please contact us immediately if you are aware of any inaccuracies in these assumptions and conditions, so we may revise the proposal or fee.

## **4.0 LIMITATIONS**

The results, findings, conclusions, and recommendations, which will be provided in the LSI report, will be based solely on the conditions which are observed during the site investigation and the information reviewed by Terracon. No warranties or representations expressed or implied will be made as to the condition of the site beyond that observed by Terracon during its site investigation.

## **5.0 AUTHORIZATION**

This proposal may be accepted by executing the attached Agreement for Services. This proposal and our Agreement for Services shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within sixty (60) days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please contact us at (414) 423-0255.

Sincerely,

**Terracon**

Scott A. Hodgson, P.G.  
Senior Project Geologist

Edmund A. Buc, P.E.  
Department Manager

Attachments:      Example Access Agreement  
                            Figure 1: Proposed Soil Boring Locations  
                            Agreement for Services

Copy to:      David Kittel, Village of Little Chute (electronic)

SAH/EAB:eab/N:\Proposal Documents\2021\P58217064\LSI Proposal Sandies.docx

**EXAMPLE  
ACCESS AGREEMENT**

Reference Number:

**DEFINITIONS**

The property to which access is granted is: Property ("Property").

The legal owner(s) of the Property or person/entity with legal authority to grant access to the Property is: \_\_\_\_\_ ("Grantor").

The services to be conducted on the Property are generally described as follows: Service ("Services").

The entity granted access for the purposes of performing the Services is Terracon Consultants, Inc., which shall include its employees, agents, and subcontractors ("Grantee").

The Services are performed for the benefit of Village of Little Chute ("Client"), pursuant to the Agreement for Services between Terracon Consultants, Inc. and Client, date and reference number N/A .

**AGREEMENTS**

By its signature below, Grantor represents it has authority to, and does, grant access to the Property to Grantee for the purpose of performing the Services. Grantor agrees that:

- Grantee may drill exploration borings on the Property, using drill rigs, trucks and other equipment, recover and collect soil, water, and other samples, and perform other actions related to the exploration of surface or subsurface conditions on the Property, as necessary to perform the Services.
- Grantee may use large truck or track-mounted equipment in the performance of the Services, which is normal and customary in the performance of these kinds of Services, and that this equipment may leave depressions, wheel tracks, ruts or other marks in the ground surface.
- Grantor will not interfere with any of the activities of Grantee or undertake any actions regarding the use of Property that would endanger the health, safety, or welfare of the Grantee employees, agents, or subcontractors, or damage their equipment, materials, or property.

By its signature below, Grantee agrees:

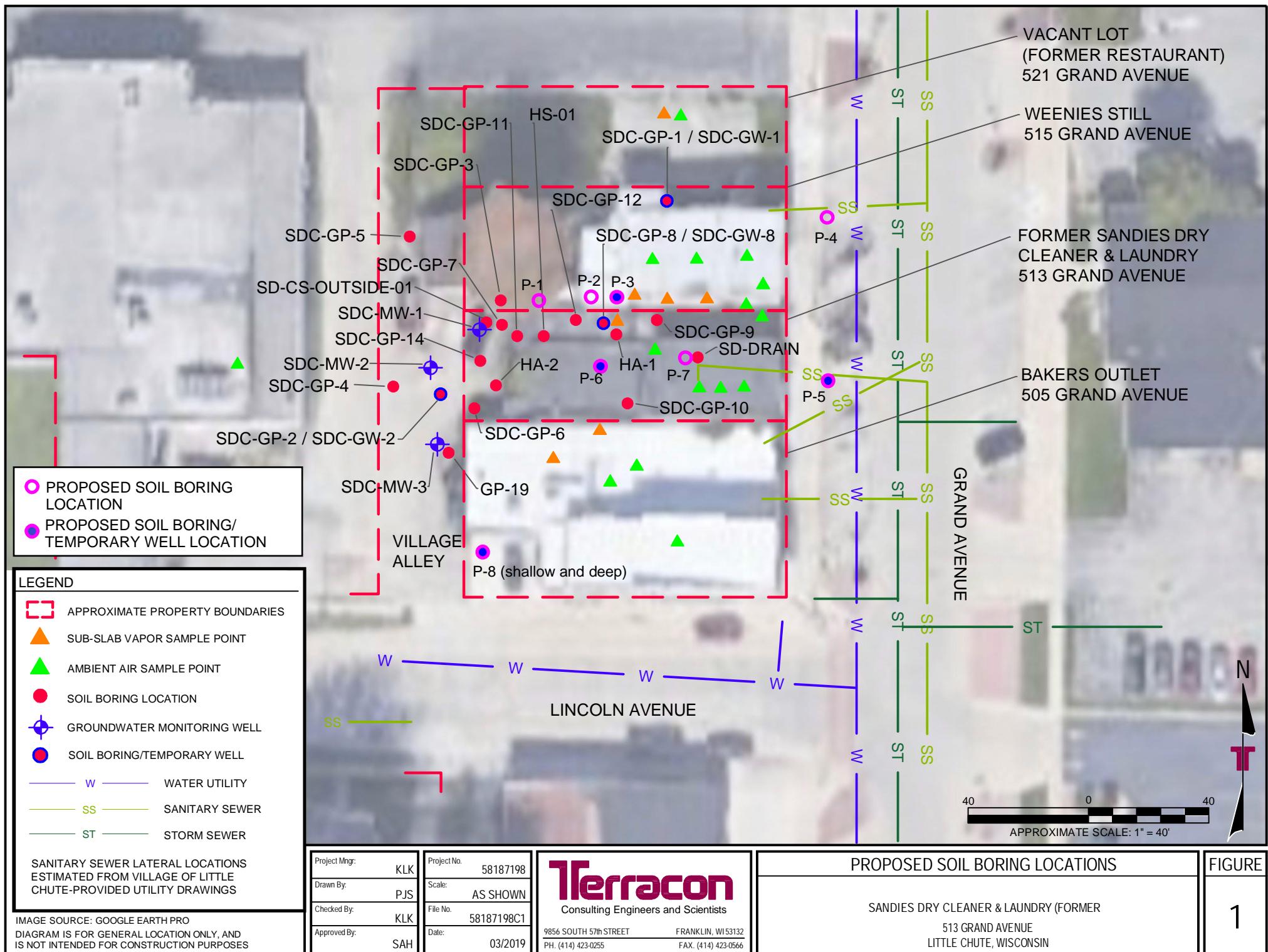
- That upon completion of Services and activities authorized by this Access Agreement, Grantee will remove all material and equipment utilized by Grantee from the Property, with the exception of ground markers that may be placed on the premises to designate sampling areas,
- Grantee will remove boring spoils that accumulate around the bore holes, or, where allowable, spread the spoils across the area, if acceptable to Grantor.
- Grantee will make reasonable efforts to restore the property and leave it in a condition suitable for its previous use. Landscaping restoration, including seeding or sodding, will not be performed.

The Services and field activities authorized under this Access Agreement may begin after signature of Grantor. Access is granted until Services are completed, which should not exceed 90 days following commencement of Services, except for period of access necessary for monitoring equipment, if applicable, after which time all rights of access given by Grantor shall cease.

**SIGNATURES**

Grantee: **Terracon Consultants, Inc.**  
By: \_\_\_\_\_ Date: **4/14/2021**  
Name/Title: **Scott A Hodgson / Senior Project Manager-  
Professional**  
Address: **9856 S 57th St  
Franklin, WI 53132-8680**  
Phone: **(414) 423-0255** Fax: **(414) 423-0566**  
Email: **Scott.Hodgson@terracon.com**

Grantor: \_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_



## AGREEMENT FOR SERVICES

This AGREEMENT is between Village of Little Chute ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Sandies-Weenies Redevelop-Little Chute project ("Project"), as described in Consultant's Proposal dated 03/03/2021 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. CONSEQUENTIAL DAMAGES. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. Utilities. Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: Terracon Consultants, Inc.  
 By: \_\_\_\_\_ Date: 4/14/2021  
 Name/Title: Scott A Hodgson / Senior Project Manager-Professional  
 Address: 9856 S 57th St  
Franklin, WI 53132-8680  
 Phone: (414) 423-0255 Fax: (414) 423-0566  
 Email: Scott.Hodgson@terracon.com

Client: Village of Little Chute  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: James P. Fenlon / Village Administrator  
 Address: 108 W. Main Street  
Little Chute, WI 54140  
 Phone: (920) 423-3850 Fax: \_\_\_\_\_  
 Email: james@littlechutewi.org