



AGENDA

REGULAR BOARD MEETING

PLACE: Little Chute Village Hall
DATE: Wednesday, December 7th, 2022
TIME: 6:00 p.m.

Virtually attend the December 7th Regular Board meeting at 6 PM by following the zoom link here:

Join Zoom Meeting: <https://us06web.zoom.us/j/87910253923>

Meeting ID: 879 1025 3923

Dial by your location: +1 312 626 6799 US (Chicago)

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. Other Informational Items:
- G. 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 November 16, 2022
 - 2. Minutes of the Special Board Meeting of November 30, 2022
 - 3. Disbursement List
- H. Presentation — Swearing in of New Fire Chief Duane Nechodom
- I. Public Hearing — Crosswind Estates Subdivision Sidewalk and Street Lighting Improvements
- J. Discussion/Action — Buchanan Street Project
- K. Discussion/Action — Ebben Trail Bid Award
- L. Discussion/Action — Ebben Trail Change Order
- M. Department and Officers Progress Reports

- N. Call for Unfinished Business
- O. Items for Future Agenda
- P. Closed Sessions:
 - a.) 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. *Review of Legal Matter*
 - b.) 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. *Discuss Economic Development Items*
- Q. Return to Open Session
- R. Action—Development Agreement Amendment
- S. Discussion/Action—Landfill Siting Committee Recommendation
- T. Adjournment

Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made with as much advance notice as possible to the Clerk's Office at 108 West Main Street, (920) 423-3852, [email: Laurie@littlechutewi.org](mailto:Laurie@littlechutewi.org) Prepared: December 2, 2022

MINUTES OF THE REGULAR BOARD MEETING OF NOVEMBER 16 , 2022

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

Pledge Allegiance to the Flag

President Vanden Berg led members in the reciting of the Pledge of Allegiance.

Roll call of Trustees

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

EXCUSED: James Hietpas, Trustee
John Elrick, Trustee

Roll call of Officers and Department Heads

PRESENT: Beau Bernhoft, Administrator
Lisa Remiker-DeWall, Finance Director
John McDonald, Dir. Of Parks, Rec and Forestry
Laurie Decker, Village Clerk
Dave Kittel, Community Development Director
Chris Murawski, Village Engineer
Katherine Freund, LC Library Director
Chief Meister, Fox Valley Metro Police

EXCUSED: Kent Taylor, Director of Public Works
Tyler Claringbole, Village Attorney

Public Appearance for Items Not on the Agenda

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 November 2, 2022
2. Disbursement List
3. 2023 Board Meeting and Committee Schedule

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

Ayes 5, Nays 0 – Motion Carried

Public Informational Meeting – Crosswind Estates Subdivision Sidewalk and Street Lighting Improvements

Village Engineer Murawski presented information on the construction of public sidewalks and street lighting for Crosswinds Estates Subdivision. The complete presentation can be found on the Village Website. Upon completion of the presentation Mr. Murawski opened the meeting to questions. Ben Koehler, 3309 Tulip Trail asked about safety and the timeline of the implementation. Engineer Murawski stated the cost of the project prohibited the Village from doing the work previously, the budget has been updated to complete the work. It is still a federal requirement for sidewalks on both sides of the street. Mr. Steve Brill, 3509 Golden Hill Ct. asked what the estimated square footage cost going to be? Mr. Murawski stated the bids are not out yet, they will be presented in the engineer's report when numbers are in. Mr Brill asked if the special assessment would appear on the 2023 tax bill. Engineer Murawski estimated it would appear on the 2024 bill. Mr. Dave Schuelke, 3007

Gardenia Dr asked if the bids would contain the final costs. Mr. Murawski stated the preliminary Engineering Report is based on his estimated numbers based on previous years average costs of work. The next number will be from the Final Engineering Report with the contractor's bid numbers. Mr Schuelke stated they have been waiting 7 years for these sidewalks and if they are required for safety reasons, what has been done for the last 7 years? Mr. Murawski explained Covid caused delays and no assessments were made, last year the project did not have sufficient funds to be completed due to rising costs of materials and manpower. All efforts are being made to get the project done in a timely fashion. Ms. Paula Denholm, 3131 Gardenia drive stated in 2016 she contacted public works about the amount the sidewalks would cost, and was told it would probably not exceed \$1,000. And now 7 years later the cost has gone up so much. Is it possible the Village can offset the cost and can all taxpayers start to cover the costs of safety sidewalks? Engineer Murawski stated according to the assessment for new subdivisions the costs of sidewalks are paid for by property owners, 100% for the first time, after that the Village takes over and handles the maintenance of the sidewalk. He also stated the \$1000 costs would probably have been concrete only and that does not include total costs. The Village is not making a profit on this project. Mr. Koehler, asked for clarification on the costs, if it was roughly \$3,000 - \$5,000 or \$10,000 and, and feels the information presented on costs is misleading especially if it is \$80 a foot. Murawski stated he is giving averages. We are not hear to discuss the rates but rather the project itself. There will be a public information meeting on the 23rd to give the specifics on the costs. The discussion is taking place now so the Village can get the best possible price from the contractors. A Resident asked if it is a federal law. Engineer Murawski stated it is federal guidelines that are followed in regards to sidewalks and sidewalks are part of our code for new developments. Evergreen drive was designed for sidewalks. Mr. Dave Schuelke, 3007 Gardenia, asked about the bids that were put out last march for the project, and how can the village expect residents to pay for sidewalks that should have been put in 5 years ago. Ms. Celeste Schuelke, 3007 Gardenia, stated the frustration they are feeling as the sidewalks have been an issue since 2015, as the issue has gone on and on. Mr. Murawski stated they are simply following the Village Code. He is following the rules that are in place. A cost evaluation has been done for this project to allow the maximum savings for residents. Mr. Ben Koehler, asked about the budget and asked if what would happen if the bids come in over budget again and at what point would this be so expensive that it isn't worth completing the project. Engineer Murawski stated we are not arguing over the costs and they will probably get higher, contingencies are in place. And he is here to talk about the project and plans. The sidewalks will provide safe access and are required on both sides. Staff are available to look at plans for the design of the project, no costs are available until the 23rd.

Action – Adopt Resolution No. 24, Series 2022 Preliminary Assessment/Hookup Fee Resolution Declaring Intent to Exercise Special Assessment Powers for Crosswind Estates Subdivision for Sidewalk and Street Lighting

Moved by Trustee B. Van Lankveldt seconded by Trustee Peerenboom to adopt Resolution No 24, Series 2022 as stated.

Ayes 5, Nays 0 – Motion Carried

Discussion/Action – Holiday Carriage Rides

Director McDonald presented a new special event permit for Seth's Coffee to host Holiday Carriage Rides on December 15th. The rides will take place downtown in a loop and on Village Plaza. Elite Smiles will donate to cover the costs of reindeer as well.

Moved by Trustee L. Van Lankvelt seconded by Trustee Van Deurzen to approve Holiday Carriage Rides.

Ayes 5, Nays 0 – Motion Carried

Discussion/Action – Award Contract to Milbach Construction for Ebben Trail Phase 2

Tabled

Discussion/Action – Change Order for Ebben Trail Phase 2

Tabled

Discussion/Action – Budget Adjustment for Hotel WEDC Grant

Administrator Berhnoff discussed the budget adjustment for the Hotel WEDC Grant.

Moved by Trustee B. Van Lankveldt seconded by Trustee Peerenboom to approve Budget Adjustment

Roll Call Vote

Michael Vanden Berg	Aye
Larry Van Lankvelt	Aye
Don Van Deurzen	Aye
Bill Peerenboom	Aye
Brian Van Lankveldt	Aye

Ayes 5, Nays 0 – Motion Carried

Action – Approve Resolution No. 25, Series 20232, Approve a CSM for Peace United Methodist Church

Director Kittle presented the CSM to create an additional lot on the Peace United Methodist Church property. Plan commission did review and recomds approval as presented.

Moved by Trustee B. Van Lankveldt seconded Trustee Peerenboom to approve Resolution No. 25 Approving a CSM.

Ayes 5, Nays 0 – Motion Carried

Department and Officer Reports

Department Heads and Officers provided progress reports to the Board.

Call for Unfinished Business

None

Items for Future Agenda

None

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. *Village Property*

Moved by Trustee L. Van Lankvelt, seconded by Trustee Van Deurzen to Enter into Closed Session at 7:04 p.m.

Ayes 5, Nays 0– Motion Carried

Return to Open Session

Moved by Trustee VanDeurzen, seconded by Trustee L. Van Lankvelt to exit closed session at 8:08 p.m.

Ayes 5, Nays 0– Motion Carried

Adjournment

Moved by Trustee Van Deurzen, seconded by Trustee Van Lankvelt to Adjourn the Regular Board Meeting at 8:08 p.m.

Ayes 5, Nays 0 – Motion Carried

VILLAGE OF LITTLE CHUTE

By: _____
Michael R. Vanden Berg, Village President

Attest: _____
Laurie Decker, Village Clerk

MINUTES OF THE SPECIAL BOARD MEETING OF NOVEMBER 30, 2022

Call to Order: Administrator Bernhoft called the Special Board Meeting to Order at 6:00 p.m.

Roll call of Trustees

PRESENT: Michael Vanden Berg, President
John Elrick, Trustee
Bill Peerenboom, Trustee
Brian Van Lankveldt, Trustee
Larry Van Lankvelt, Trustee
Don Van Deurzen, Trustee

EXCUSED: James Hietpas, Trustee

Roll call of Officers and Department Heads

PRESENT: Beau Bernhoft, Village Administrator
Dave Kittel, Community Development Director
Lisa Remiker-DeWall, Finance Director
Chris Murawski, Village Engineer
Kent Taylor, Director of Public Works

Public Appearance for Items Not on the Agenda

None

Discussion – Buchanan Street Project Update

Village Engineer Murawski presented the Buchanan Street project update. The current back of curb distance to the front edge of poles varies from 2.4' to 3.7'. After meeting with contractors to get the integral curb installed needed, they felt comfortable with the current design and numbers. Allowing the contractors to have a bit of tolerance with allow for more contractors to be able to do the work and a more competitive bidding process. A discussion occurred ant this topic will be discussed again at the next board meeting.

A motion was made by Trustee Elrick, seconded by Trustee Van Deurzen to amend the agenda and discuss item H: Discussion/Action - Landfill Siting Committee Recommendation after Item E.

Discussion/Action – Landfill Siting Committee Recommendation

Director Kittel presented the Landfill Agreement on the Outagamie County Landfill. The agreement address litter on the roadway, odor which has been a prevailing issue. The agreement is based on the new cell not the existing cells or conditions that currently exist at the landfill. With this agreement the county has agreed to sweep the road on a consistent basis in addition to our regular maintenance. Odor is an issue and will be addressed with this negotiation and agreement. The Village will also receive 67% of Grant money awarded, around 1.5 million to offset costs involved with the landfill. The Landfill Siting Committee does recommend approval of this agreement. The new cell is anticipated to be in operation for 15 years. Mr. Bruce Jansen a resident living near the landfill, spoke on the concerns from residents. He felt there was little opportunity for public discussion and concerns about the landfill, including garbage, odor control

and holding County accountable for their responsibilities. Director Kittel explained the new agreement gives the Village more control and ability to ensure County is being held accountable. No Action Taken, topic will be discussed at future meeting.

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. *Discuss two (2) Economic Development Items*

Moved by Trustee Van Deurzen seconded by Trustee L. Van Lankvelt to enter closed session at 7:33pm

Ayes 6, Nays 0 – Motion Carried

Return to Open Session

Moved by Trustee Van Deurzen, seconded by Trustee L. Van Lankvelt to exit closed session at 8:15 pm

Ayes 6, Nays 0– Motion Carried

Call for Unfinished Business

None

Items for Future Agenda

Discussion/Action – Buchanan Street

Discussion/Action – Landfill Siting Committee Recommendation

Adjournment

Moved by Trustee Van Deurzen seconded by Trustee L. Van Lankvelt, to Adjourn the Special Board Meeting at 8:15 p.m.

Ayes 6, Nays 0 – Motion Carried

VILLAGE OF LITTLE CHUTE

By: _____
Michael R. Vanden Berg, Village President

Attest: _____
Laurie Decker, Village Clerk

Disbursement List - December 7, 2022

Payroll & Payroll Liabilities - November 23, 2022	\$233,515.80
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Prepaid Invoices - November 18, 2022	\$28,324.66
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Prepaid Invoices - November 23, 2022	\$42,255.48
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Prepaid Invoices - December 2, 2022	\$22,639.36
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Utility Commission-

CURRENT ITEMS

Bills List - December 7, 2022	\$324,578.27
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Total Payroll, Prepaid & Invoices	\$651,313.57
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The above payments are recommended for approval:

Rejected: _____

Approved December 7, 2022

Michael R Vanden Berg, Village President

Laurie Decker, Clerk

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
2022 UTILITY REFUNDS (5319)							
124235015	Invoi	OVERPAYMENT-UTILITY ACCT #1-242350-15	53.82	Open	Non	11/22	001-15000
388358800	Invoi	OVERPAYMENT-UTILITY ACCT #3-883588-00	973.32	Open	Non	11/22	001-15000
Total 2022 UTILITY REFUNDS (5319):			1,027.14				
AMERICAN FIDELITY ASSURANCE (4885)							
2162837B	Invoi	FLEX SPENDING NOVEMBER	1,353.24	Open	Non	11/22	101-21368
Total AMERICAN FIDELITY ASSURANCE (4885):			1,353.24				
CITY OF APPLETON (68)							
10538	Invoi	NOVEMBER WEIGHTS & MEASURES	594.75	Open	Non	11/22	101-52050-204
Total CITY OF APPLETON (68):			594.75				
DELTA DENTAL OF WISCONSIN (33)							
1868011	Invoi	DECEMBER DENTAL	6,410.65	Open	Non	11/22	101-21345
1868011	Invoi	DECEMBER VISION	456.07	Open	Non	11/22	101-21366
Total DELTA DENTAL OF WISCONSIN (33):			6,866.72				
ENTRANCE TECHNOLOGIES 1 LLC (4930)							
31869	Invoi	SERVICE CALL	220.00	Open	Non	11/22	101-51650-242
Total ENTRANCE TECHNOLOGIES 1 LLC (4930):			220.00				
GRAINGER (2338)							
9510560056	Invoi	DRIVER BIT SET	300.04	Open	Non	11/22	101-51650-242
Total GRAINGER (2338):			300.04				
KWIK TRIP INC (2365)							
OCT 2022 286768	Invoi	OCT FUEL FOR SQUADS	4,320.83	Open	Non	11/22	207-52120-247
Total KWIK TRIP INC (2365):			4,320.83				
LINDNER ACE HARDWARE LITTLE CHUTE (4702)							
277250-325001	Invoi	SAND DISC/PRIMER/KNIFE	27.57	Open	Non	11/22	206-55110-242
277291-325001	Invoi	FLOURESCENT PAINT	28.77	Open	Non	11/22	101-55300-218
277298-325003	Invoi	VALVE	28.99	Open	Non	11/22	620-53644-252
277303-325003	Invoi	HEX BUSHINGS	4.59	Open	Non	11/22	620-53644-252
277305-325001	Invoi	FASTENERS & SOLVENT	40.33	Open	Non	11/22	101-51650-242
277344-325001	Invoi	PULL UTILITY HANDLES	5.59	Open	Non	11/22	101-55200-218
277344-325001	Invoi	PULL UTILITY HANDLES	23.96	Open	Non	11/22	101-55300-218
277351-325003	Invoi	MAINTENANCE OF TREATMENT	17.99	Open	Non	11/22	620-53634-255
277363-325001	Invoi	MARKER	2.99	Open	Non	11/22	101-55440-218
277374-325003	Invoi	SEAFOAM MOTOR TREATMENT	10.59	Open	Non	11/22	620-53644-213
277376-325001	Invoi	NYLON ROPE	21.99	Open	Non	11/22	101-55440-218
277377-325003	Invoi	FASTENERS	9.00	Open	Non	11/22	620-53634-255
277380-325003	Invoi	NEODYMIUM MAGNET	8.99	Open	Non	11/22	620-53644-221
277394-325001	Invoi	NYLON ROPE	12.99	Open	Non	11/22	101-55440-218
277397-325001	Invoi	FLOOR SQUEEGEE #221	22.98	Open	Non	11/22	101-53330-225
277489-325001	Invoi	FASTENERS	7.00	Open	Non	11/22	208-52900-218
277496-325003	Invoi	VALVE & COUPLING	36.35	Open	Non	11/22	620-53634-255
277622-325001	Invoi	LIGHT #33	32.99	Open	Non	11/22	101-53330-225
277624-325001	Invoi	CHARGING CORDS FOR IPAD & PHONE	24.57	Open	Non	11/22	101-55200-206

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
Total LINDNER ACE HARDWARE LITTLE CHUTE (4702):			368.23				
MADISON NATIONAL LIFE (4857)							
1526437	Invoi	DECEMBER LTD	868.37	Open	Non	11/22	101-21385
1526437	Invoi	DECEMBER LIFE & ADD	352.43	Open	Non	11/22	101-21391
Total MADISON NATIONAL LIFE (4857):			1,220.80				
MARCO TECHNOLOGIES LLC (3100)							
10550028	Invoi	REPROGRAMMED PENNEY'S VOICEMAIL BOX	440.00	Open	Non	11/22	404-57190-204
Total MARCO TECHNOLOGIES LLC (3100):			440.00				
MBM (3129)							
4022183	Invoi	CONTRACT OVERAGE CHARGE/COLOR COPIES	142.20	Open	Non	11/22	206-55110-225
Total MBM (3129):			142.20				
NEWS PUBLISHING CO INC (857)							
BE104507	Invoi	PUBLIC HEARING-KAREN DR	39.49	Open	Non	11/22	101-51650-207
BE104508	Invoi	BUDGET HEARING	154.10	Open	Non	11/22	101-51650-207
BE106166	Invoi	ZONING ORDINANCE	31.20	Open	Non	11/22	101-51650-207
BE106167	Invoi	PUBLIC HEARING-KAREN DR	49.95	Open	Non	11/22	101-51650-207
BE107175	Invoi	LIBRARY AD	50.00	Open	Non	11/22	206-55110-225
BE107216	Invoi	ZONING ORDINANCE	32.20	Open	Non	11/22	101-51650-207
BE107217	Invoi	PUBLIC HEARING-KAREN DR	40.46	Open	Non	11/22	101-51650-207
Total NEWS PUBLISHING CO INC (857):			397.40				
OSHKOSH OFFICE SYSTEMS (5133)							
AR81696	Invoi	INKJET CARTRIDGE	194.62	Open	Non	11/22	101-51650-206
Total OSHKOSH OFFICE SYSTEMS (5133):			194.62				
SAM'S CLUB/SYNCHRONY BANK (1728)							
11/22 00204221446	Invoi	REC EVENT ITEMS	9.50	Open	Non	11/22	101-55300-218
Total SAM'S CLUB/SYNCHRONY BANK (1728):			9.50				
STAPLES ADVANTAGE (3472)							
3520146459	Invoi	BUSINESS CARDS	29.64	Open	Non	11/22	101-52200-206
3523022413	Invoi	RUBBER BANDS & SCOTCH TAPE	8.92	Open	Non	11/22	101-51650-206
3523022413	Invoi	INKJET CARTRIDGES	341.28	Open	Non	11/22	101-51420-206
Total STAPLES ADVANTAGE (3472):			379.84				
TIME WARNER CABLE (89)							
11/22 16087	Invoi	NOVEMBER/DECEMBER SERVICE	164.10	Open	Non	11/22	101-51650-203
11/22 97368	Invoi	NOVEMBER/DECEMBER SERVICE	550.00	Open	Non	11/22	101-51650-203
Total TIME WARNER CABLE (89):			714.10				
U.S. BANK (5015)							
11/22 59455565491	Invoi	SAFETY VESTS	120.07	Open	Non	11/22	101-51415-213
11/22 59455565491	Invoi	MONITOR MOUNTS/LAPTOP STANDS/WIRELESS	203.87	Open	Non	11/22	101-51415-213
11/22 59455565491	Invoi	TEST STRIPS FOR STORM PONDS	139.57	Open	Non	11/22	630-53441-253

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
11/22 59455565491	Invoi	PEN	54.25	Open	Non	11/22	101-51415-206
11/22 59455565491	Invoi	ITEMS FOR LIBRARY PROGRAMS	489.50	Open	Non	11/22	206-55110-205
11/22 59455565491	Invoi	THANK YOU CARDS	119.46	Open	Non	11/22	209-56900-227
11/22 59455565491	Invoi	ADOBE	239.88	Open	Non	11/22	101-51960-227
11/22 59455565491	Invoi	DECORATIONS	49.99	Open	Non	11/22	101-51960-211
11/22 59455565491	Invoi	MONTHLY ZOOM	14.99	Open	Non	11/22	101-51440-208
11/22 59455565491	Invoi	ITEMS FOR LIBRARY PROGRAMS	48.77	Open	Non	11/22	206-55110-205
11/22 59455565491	Invoi	PERIODICALS	80.00	Open	Non	11/22	206-55110-207
11/22 59455565491	Invoi	BOOKS	388.19	Open	Non	11/22	206-55110-206
11/22 59455565491	Invoi	OPERATIONAL SUPPLIES FOR LIBRARY	178.44	Open	Non	11/22	206-55110-218
11/22 59455565491	Invoi	MOVIES	191.48	Open	Non	11/22	206-55110-210
11/22 59455565491	Invoi	WI LIBRARY CONFERENCE ACCOMODATIONS	414.22	Open	Non	11/22	206-55110-201
11/22 59455565491	Invoi	OFFICE SUPPLIES	66.15	Open	Non	11/22	101-52200-206
11/22 59455565491	Invoi	EXTENSION CORD ORGANIZER	22.96	Open	Non	11/22	101-52200-218
11/22 59455565491	Invoi	FOOD AT PUB 55-FIRE DEPT	805.19	Open	Non	11/22	101-52200-211
11/22 59455565491	Invoi	CANDY FOR SENIOR PROGRAM	31.98	Open	Non	11/22	101-55300-218
11/22 59455565491	Invoi	WIPES FOR GLOW WALK FACE PAINT AREA	5.00	Open	Non	11/22	101-55300-218
11/22 59455565491	Invoi	COOKIES FOR JETS BANQUET	54.89	Open	Non	11/22	101-55460-211
11/22 59455565491	Invoi	BACKGROUND CHECKS-4 DEER CULLING HUNTE	28.00	Open	Non	11/22	101-55200-218
11/22 59455565491	Invoi	ISLAND & HEESAKKER PARK PORTABLES	592.50	Open	Non	11/22	101-55200-204
11/22 59455565491	Invoi	FUNDS FOR CONSTANT CONTACT NEWSLETTER	500.50	Open	Non	11/22	101-55300-218
11/22 59455565491	Invoi	SIX YOUTH PITCHING RUBBERS	484.00	Open	Non	11/22	101-55300-218
11/22 59455565491	Invoi	GAS FOR #56	67.14	Open	Non	11/22	101-55440-247
11/22 59455565491	Invoi	PIZZA AND SODA FOR GLOW WALK VOLUNTEER	49.58	Open	Non	11/22	101-55300-218
11/22 59455565491	Invoi	END OF YEAR STAFF APPRECIATION LUNCH	43.59	Open	Non	11/22	101-55200-225
11/22 59455565491	Invoi	END OF YEAR STAFF APPRECIATION LUNCH	43.60	Open	Non	11/22	101-55440-225
11/22 59455565491	Invoi	VERY CLOUD STORAGE	.99	Open	Non	11/22	207-52120-218
11/22 59455565491	Invoi	WGFOA CONFERENCE	201.56	Open	Non	11/22	101-51420-201
11/22 59455565491	Invoi	DIESEL AIR HEATER # 221	155.98	Open	Non	11/22	101-53330-225
11/22 59455565491	Invoi	FUEL	148.69	Open	Non	11/22	101-53330-217
11/22 59455565491	Invoi	RESTRICTED AREA SIGN MSB	68.35	Open	Non	11/22	101-53310-218
11/22 59455565491	Invoi	HALLOWEEN CANDY/LUNCH/BREACHING BAGS	371.94	Open	Non	11/22	207-52120-218
11/22 59455565491	Invoi	CLERK UNIFORMS	94.96	Open	Non	11/22	207-52120-212
11/22 59455565491	Invoi	EXAM AND VACCINES/PACKTRACK SUBSCRIPTI	283.85	Open	Non	11/22	207-52120-236
11/22 59455565491	Invoi	LOBBY MONITOR	29.99	Open	Non	11/22	207-52120-218
11/22 59455565491	Invoi	COMPUTER MONITORS AND MOUNTS	302.67	Open	Non	11/22	207-52120-221
11/22 59455565491	Invoi	OFFICE SUPPLIES-METRO	63.27	Open	Non	11/22	207-52120-206
11/22 59455565491	Invoi	TRAINING HOTEL ACCOMODATIONS	450.00	Open	Non	11/22	207-52120-201
11/22 59455565491	Invoi	TRANSUNION	75.00	Open	Non	11/22	207-52120-204
11/22 59455565491	Invoi	GUARDIAN ANGEL LIGHTS	179.97	Open	Non	11/22	101-52350-218
11/22 59455565491	Invoi	FERRY RIDE TO PICK UP PLOW BLADE	233.50	Open	Non	11/22	101-53350-221
11/22 59455565491	Invoi	JACK #98	157.14	Open	Non	11/22	101-53330-225
11/22 59455565491	Invoi	FUEL #17	131.97	Open	Non	11/22	101-53330-217
11/22 59455565491	Invoi	HOTEL ACCOMODATIONS FOR PICKING UP PLO	119.26	Open	Non	11/22	101-53350-221
11/22 59455565491	Invoi	DSPS TESTING STATE FEES	428.40	Open	Non	11/22	620-53634-255
Total U.S. BANK (5015):			9,025.25				
WARRANT PAYMENTS (4565)							
M22012117	Invoi	WARRANT- HAGENOW	550.00	Open	Non	11/22	207-21495
Total WARRANT PAYMENTS (4565):			550.00				
WI ECONOMIC DEVELOPMENT CORP (4477)							
006590	Invoi	CONNECT COMMUNITIES FY23 PARTICIPATION F	200.00	Open	Non	11/22	101-56700-208

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
Total WI ECONOMIC DEVELOPMENT CORP (4477):			200.00				
Grand Totals:			28,324.66				

Report GL Period Summary

Vendor number hash:	155018
Vendor number hash - split:	403787
Total number of invoices:	45
Total number of transactions:	96

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	28,324.66	28,324.66
Grand Totals:	28,324.66	28,324.66

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
2022 UTILITY REFUNDS (5319)							
170240507	Invoi	OVERPAYMENT-UTILITY ACCT #1-702405-07	28.20	Open	Non	11/22	001-15000
170241006	Invoi	OVERPAYMENT-UTILITY ACCT #1-702410-06	38.44	Open	Non	11/22	001-15000
Total 2022 UTILITY REFUNDS (5319):			66.64				
AT& T (409)							
92078873810963 1	Invoi	NOV/DEC SERVICE	17.58	Open	Non	11/22	207-52120-203
92078873810963 1	Invoi	NOV/DEC SERVICE	123.03	Open	Non	11/22	101-53310-203
92078873810963 1	Invoi	NOV/DEC SERVICE	17.58	Open	Non	11/22	204-55420-203
92078873810963 1	Invoi	NOV/DEC SERVICE	70.31	Open	Non	11/22	620-53924-203
92078873810963 1	Invoi	NOV/DEC SERVICE	52.72	Open	Non	11/22	206-55110-206
Total AT& T (409):			281.22				
BADGER LABORATORIES INC (1024)							
22-016081	Invoi	OUTFALL TESTING	600.00	Open	Non	11/22	630-53444-204
22-016094	Invoi	OUTFALL TESTING	900.00	Open	Non	11/22	630-53444-204
22-016444	Invoi	OUTFALL TESTING	500.00	Open	Non	11/22	630-53444-204
22-017182	Invoi	OUTFALL TESTING	600.00	Open	Non	11/22	630-53444-204
Total BADGER LABORATORIES INC (1024):			2,600.00				
CELLCOM (4683)							
113666	Invoi	IPAD STORM	23.59	Open	Non	11/22	630-53442-218
113666	Invoi	IPAD STREETS	47.18	Open	Non	11/22	101-53300-218
113666	Invoi	IPAD VEHICLE MAINTENANCE	23.59	Open	Non	11/22	101-53330-218
113666	Invoi	IPAD SANITARY SEWER	23.59	Open	Non	11/22	610-53612-218
113666	Invoi	ENGINEERING PHONE CHARGES	166.90	Open	Non	11/22	452-57331-203
113666	Invoi	DPW PHONE CHARGES	197.78	Open	Non	11/22	101-53310-203
113666	Invoi	PARKS PHONE CHARGES	121.95	Open	Non	11/22	101-55200-203
113666	Invoi	REC PHONE CHARGES	68.55	Open	Non	11/22	101-55300-203
113666	Invoi	FACILITIES PHONE CHARGES	28.71	Open	Non	11/22	101-51650-203
113666	Invoi	INSPECTOR PHONE CHARGES	28.71	Open	Non	11/22	101-52050-203
113666	Invoi	COMMUNITY DEVELOPER PHONE CHARGES	28.71	Open	Non	11/22	101-51530-203
113666	Invoi	ADMINISTRATION PHONE CHARGES	28.71	Open	Non	11/22	101-51530-203
Total CELLCOM (4683):			787.97				
COMPASS MINERALS AMERICA (4500)							
1070168	Invoi	COARSE SOLAR SALT	3,346.96	Open	Non	11/22	620-53634-224
1070830	Invoi	COARSE SOLAR SALT	3,253.12	Open	Non	11/22	620-53634-224
Total COMPASS MINERALS AMERICA (4500):			6,600.08				
GRAINGER (2338)							
9509804440	Invoi	IMPACT CORDLESS WRENCH	631.48	Open	Non	11/22	620-53624-221
9509804440	Invoi	CORDLESS COMBINATION KIT	631.48	Open	Non	11/22	620-53634-221
Total GRAINGER (2338):			1,262.96				
KAUKAUNA UTILITIES (234)							
NOVEMBER 2022	Invoi	SAFETY CENTER	785.69	Open	Non	11/22	207-52120-249
NOVEMBER 2022	Invoi	SAFETY CENTER	523.79	Open	Non	11/22	101-52250-249
NOVEMBER 2022	Invoi	VILLAGE HALL PLAZA	16.48	Open	Non	11/22	101-51650-249
NOVEMBER 2022	Invoi	VILLAGE HALL	940.09	Open	Non	11/22	101-51650-249
NOVEMBER 2022	Invoi	CIVIC CENTER	1,051.98	Open	Non	11/22	206-55110-249

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
NOVEMBER 2022	Invoi	MUNICIPAL POOL	57.01	Open	Non	11/22	204-55420-249
NOVEMBER 2022	Invoi	BALLFIELD DPI/SHED LIGHTS	63.39	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	DOYLE PARK STAGE	76.48	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	DOYLE PARK BALLFIELD DP2 LIGHT	64.85	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	HEESAKKER PARK TRAIL	32.12	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	HERITAGE PARK	24.87	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	LEGION PARK RESTROOMS	189.56	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	VAN LIESHOUT PARK	93.35	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	VAN LIESHOUT BALLFIELD	178.25	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	VAN LIESHOUT PK SECURITY	69.85	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	LINCOLN AVE E HEESAKKER PARK	78.84	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	PUMP STATION JEFFERSON ST	1,137.75	Open	Non	11/22	620-53624-249
NOVEMBER 2022	Invoi	#4 WELL EVERGREEN DRIVE	5,106.74	Open	Non	11/22	620-53624-249
NOVEMBER 2022	Invoi	#3 WELL WASHINGTON ST	2,404.27	Open	Non	11/22	620-53624-249
NOVEMBER 2022	Invoi	STEPHEN ST TOWER/LIGHTING	206.81	Open	Non	11/22	620-53624-249
NOVEMBER 2022	Invoi	CANAL BRIDGE - NORTH SIDE	19.35	Open	Non	11/22	101-53300-249
NOVEMBER 2022	Invoi	CANAL BRIDGE - SOUTH SIDE	32.88	Open	Non	11/22	101-53300-249
NOVEMBER 2022	Invoi	SECURITY LIGHT	14.35	Open	Non	11/22	101-53300-249
NOVEMBER 2022	Invoi	SIGNALS/GRAND & MAIN	47.40	Open	Non	11/22	101-53300-249
NOVEMBER 2022	Invoi	COMMUNITY BRIDGE LIGHTING	184.94	Open	Non	11/22	101-53300-249
NOVEMBER 2022	Invoi	SIGNALS/MAIN & MADISON	44.18	Open	Non	11/22	101-53300-249
NOVEMBER 2022	Invoi	STREET LIGHTING	9,669.15	Open	Non	11/22	101-53300-249
NOVEMBER 2022	Invoi	SIGNALS/NORTH & BUCHANAN	36.01	Open	Non	11/22	101-53300-249
NOVEMBER 2022	Invoi	PATRIOT DR FLAG POLE	29.15	Open	Non	11/22	101-53300-249
NOVEMBER 2022	Invoi	SIGNALS/NE CORNER N & ELM	78.36	Open	Non	11/22	101-53300-249
NOVEMBER 2022	Invoi	STEPHEN ST SIGN	16.48	Open	Non	11/22	101-53300-249
NOVEMBER 2022	Invoi	1401 E ELM DR	877.04	Open	Non	11/22	101-53310-249
NOVEMBER 2022	Invoi	721 W ELM DR	107.72	Open	Non	11/22	208-52900-249
NOVEMBER 2022	Invoi	723 DEPOT ST	18.18	Open	Non	11/22	418-51225-249
NOVEMBER 2022	Invoi	DOYLE PARK WELL	3,340.43	Open	Non	11/22	620-53624-249
NOVEMBER 2022	Invoi	1800 STEPHEN ST - STORM	722.62	Open	Non	11/22	630-53441-249
Total KAUKAUNA UTILITIES (234):			28,340.41				
MGD INDUSTRIAL CORP (5118)							
209785	Invoi	PARTS FOR STOCK	28.48	Open	Non	11/22	101-53330-218
209785	Invoi	PARTS FOR STREET SIGNS	4.71	Open	Non	11/22	101-53300-218
209785	Invoi	MISC PARTS FOR #39 & #40	78.39	Open	Non	11/22	101-53330-225
Total MGD INDUSTRIAL CORP (5118):			111.58				
MIDWEST METER INC (4407)							
148609	Invoi	RESISTER	19.56	Open	Non	11/22	620-53644-253
Total MIDWEST METER INC (4407):			19.56				
NASSCO INC (4886)							
6207522	Invoi	HANDSOAP FOR RESTROOMS	171.99	Open	Non	11/22	101-55200-222
Total NASSCO INC (4886):			171.99				
POSTAL EXPRESS & MORE LLC (5093)							
235938	Invoi	POSTAGE-WATER TESTS	18.15	Open	Non	11/22	620-53644-204
235982	Invoi	POSTAGE-WATER TESTS	18.65	Open	Non	11/22	620-53644-204
236161	Invoi	POSTAGE-WATER TESTS	18.15	Open	Non	11/22	620-53644-204

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
Total POSTAL EXPRESS & MORE LLC (5093):			54.95				
RIVERSIDE BY REYNEBEAU FLORAL (322)							
112222	Invoi	REFUND FOR CLASS "B" RETAILERS LICENSE	10.00	Open	Non	11/22	101-32110
Total RIVERSIDE BY REYNEBEAU FLORAL (322):			10.00				
SPEEDY CLEAN DRAIN & SEWER (122)							
77818	Invoi	VACUUM SALT TANK	945.00	Open	Non	11/22	620-53634-255
Total SPEEDY CLEAN DRAIN & SEWER (122):			945.00				
TIME WARNER CABLE (89)							
11/22 20279	Invoi	NOVEMBER/DECEMBER SERVICE	116.16	Open	Non	11/22	620-53924-203
11/22 56638	Invoi	NOVEMBER/DECEMBER SERVICE	12.24	Open	Non	11/22	101-52200-208
Total TIME WARNER CABLE (89):			128.40				
T-MOBILE (5286)							
975459487	11/22 Invoi	INTERNET HOT SPOTS	102.90	Open	Non	11/22	206-55110-209
Total T-MOBILE (5286):			102.90				
TRIUMPH TIRES (5131)							
464039	Invoi	1 NEW TIRE ON #38	396.82	Open	Non	11/22	101-53330-225
Total TRIUMPH TIRES (5131):			396.82				
US VENTURE (4231)							
L69711	Invoi	SPECTRO V100 WATER AF FUEL	25.00	Open	Non	11/22	101-53330-204
L71519	Invoi	SPECTRO V100 WATER AF FUEL	100.00	Open	Non	11/22	101-53330-204
Total US VENTURE (4231):			125.00				
VILLAGE OF LITTLE CHUTE (1404)							
2022 TAX SEASON	Invoi	2022 TAX DRAWER INCREASE	250.00	Open	Non	11/22	101-10150
Total VILLAGE OF LITTLE CHUTE (1404):			250.00				
Grand Totals:			42,255.48				

Report GL Period Summary

Vendor number hash: 81993
Vendor number hash - split: 155906
Total number of invoices: 27
Total number of transactions: 80

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	42,255.48	42,255.48

Terms Description	Invoice Amount	Net Invoice Amount
Grand Totals:	42,255.48	42,255.48

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
2022 UTILITY REFUNDS (5319)							
170321008	Invoi	OVERPAYMENT-UTILITY ACCT #1-703210-08	20.40	Open	Non	12/22	001-15000
Total 2022 UTILITY REFUNDS (5319):			20.40				
AMERICAN FIDELITY ASSURANCE (4885)							
D529208	Invoi	DECEMBER BILLING	2,081.00	Open	Non	12/22	101-21367
Total AMERICAN FIDELITY ASSURANCE (4885):			2,081.00				
GALLS LLC (3595)							
22626528	Invoi	TRANSPORT HOODS	198.59	Open	Non	11/22	207-52120-218
Total GALLS LLC (3595):			198.59				
OUTAGAMIE COUNTY TREASURER (486)							
1019660	Invoi	OCTOBER FUEL BILL	28.61	Open	Non	11/22	630-53441-247
1019660	Invoi	OCTOBER FUEL BILL	2,858.89	Open	Non	11/22	630-53442-247
1019660	Invoi	OCTOBER FUEL BILL	3,165.96	Open	Non	11/22	201-53620-247
1019660	Invoi	OCTOBER FUEL BILL	377.68	Open	Non	11/22	101-55200-247
1019660	Invoi	OCTOBER FUEL BILL	1,884.69	Open	Non	11/22	101-55440-247
1019660	Invoi	OCTOBER FUEL BILL	80.11	Open	Non	11/22	101-55300-247
1019660	Invoi	OCTOBER FUEL BILL	2,023.63	Open	Non	11/22	101-52200-247
1019660	Invoi	OCTOBER FUEL BILL	107.99	Open	Non	11/22	610-53612-247
1019660	Invoi	OCTOBER FUEL BILL	549.53	Open	Non	11/22	620-53644-247
1019660	Invoi	OCTOBER FUEL BILL	25.58	Open	Non	11/22	101-53460-247
1019660	Invoi	OCTOBER FUEL BILL	1,635.57	Open	Non	11/22	101-53330-217
Total OUTAGAMIE COUNTY TREASURER (486):			12,738.24				
PRIMADATA LLC (4671)							
DECEMBER 2022	Invoi	DECEMBER POSTCARD POSTAGE	310.00	Open	Non	12/22	201-53620-226
DECEMBER 2022	Invoi	DECEMBER POSTCARD POSTAGE	310.00	Open	Non	12/22	610-53613-226
DECEMBER 2022	Invoi	DECEMBER POSTCARD POSTAGE	310.00	Open	Non	12/22	620-53904-226
DECEMBER 2022	Invoi	DECEMBER POSTCARD POSTAGE	310.00	Open	Non	12/22	630-53443-226
Total PRIMADATA LLC (4671):			1,240.00				
SIGNCOUNTRY (3870)							
17584	Invoi	METRO HATS WITH BADGE	300.00	Open	Non	11/22	207-52120-212
Total SIGNCOUNTRY (3870):			300.00				
TIME WARNER CABLE (89)							
11/22 96253	Invoi	NOVEMBER/DECEMBER SERVICE	144.34	Open	Non	11/22	207-52120-203
Total TIME WARNER CABLE (89):			144.34				
US POSTMASTER (264)							
WINTER 2022	Invoi	WINTER 2022 NEWSLETTER	1,256.57	Open	Non	12/22	101-51960-227
Total US POSTMASTER (264):			1,256.57				
VILLAGE OF LITTLE CHUTE (1404)							
NOVEMBER 2022	Invoi	3609 FREEDOM RD	18.15	Open	Non	11/22	630-53441-249
NOVEMBER 2022	Invoi	721 W ELM	23.43	Open	Non	11/22	208-52900-249
NOVEMBER 2022	Invoi	1401 E ELM DR	861.72	Open	Non	11/22	101-53310-249

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
NOVEMBER 2022	Invoi	723 DEPOT ST	8.25	Open	Non	11/22	418-51225-249
NOVEMBER 2022	Invoi	1200 STEPHEN ST	13.20	Open	Non	11/22	620-53624-249
NOVEMBER 2022	Invoi	625 E EVERGREEN DR	104.78	Open	Non	11/22	620-53624-249
NOVEMBER 2022	Invoi	715 DEPOT ST	42.08	Open	Non	11/22	418-57800-204
NOVEMBER 2022	Invoi	#3 WELL WASHINGTON ST	12.38	Open	Non	11/22	620-53624-249
NOVEMBER 2022	Invoi	DOYLE PARK WELL #1	13.53	Open	Non	11/22	620-53624-249
NOVEMBER 2022	Invoi	PUMP STATION JEFFERSON ST	36.82	Open	Non	11/22	620-53624-249
NOVEMBER 2022	Invoi	DOYLE PARK POOL	10.97	Open	Non	11/22	204-55420-249
NOVEMBER 2022	Invoi	DOYLE PARK POOL/RESTROOMS	192.02	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	DOYLE PARK POOL/RESTROOMS	192.01	Open	Non	11/22	204-55420-249
NOVEMBER 2022	Invoi	DOYLE SHELTER	10.97	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	HEESAKKER PARK RESTROOM	96.78	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	HEESAKKER PARK WATER FOUNTAIN	12.19	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	1509 E LINCOLN	34.48	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	VAN LIESHOUT PARK CONCESSION	11.09	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	VAN LIESHOUT PARK	439.26	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	LEGION PARK RESTROOMS	432.35	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	LEGION PARK SPRINKLER	42.35	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	HERITAGE PARK	10.45	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	DOYLE PARK DPI RESTROOMS	1,197.63	Open	Non	11/22	101-55200-249
NOVEMBER 2022	Invoi	CIVIC CENTER	313.37	Open	Non	11/22	206-55110-249
NOVEMBER 2022	Invoi	VILLAGE HALL	141.00	Open	Non	11/22	101-51650-249
NOVEMBER 2022	Invoi	SAFETY CENTER	77.79	Open	Non	11/22	101-52250-249
NOVEMBER 2022	Invoi	SAFETY CENTER	311.17	Open	Non	11/22	207-52120-249

Total VILLAGE OF LITTLE CHUTE (1404):

4,660.22

Grand Totals:

22,639.36

Report GL Period Summary

Vendor number hash: 24583
 Vendor number hash - split: 79960
 Total number of invoices: 9
 Total number of transactions: 48

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	22,639.36	22,639.36
Grand Totals:	22,639.36	22,639.36

Report Criteria:

Invoice Detail.Voided = {=} FALSE

Invoice	Description	Total Cost	Period	GL Account
ADVANCE CONSTRUCTION INC				
2022007	2022 SANITARY & WATERMAIN REPLACEMENT	149,218.01	11/22	620-51229-263
2022007	2022 SANITARY & WATERMAIN REPLACEMENT	119,022.15	11/22	610-51230-263
Total ADVANCE CONSTRUCTION INC:		268,240.16		
AMPLITEL TECHNOLOGIES				
20371	PHONE SYSTEM UPGRADE	5,471.72	11/22	207-52120-203
20524	MONTHLY BACK-UP,MANAGED SERVICES, OFFIC	3,785.00	11/22	207-52120-204
20524	MULTI-FACTOR AUTHENTICATION FROM DUO-NO	115.50	11/22	207-52120-204
20524	MONTHLY ANTIVIRUS, DROPSUITE-NOV	332.00	11/22	207-52120-240
Total AMPLITEL TECHNOLOGIES:		9,704.22		
ASTRO HYDRAULICS INC				
73732	REPAIR CYLINDER #2	670.85	11/22	101-53330-204
Total ASTRO HYDRAULICS INC:		670.85		
AUTOMATED COMFORT CONTROLS				
32402	PREVENTATIVE MAINTENANCE AT MSB	309.87	11/22	101-53310-243
32406	PREVENTATIVE MAINTENANCE AT LIBRARY	430.53	11/22	206-55110-243
32407	PREVENTATIVE MAINTENANCE AT FVMPD	64.64	11/22	207-52120-243
32407	PREVENTATIVE MAINTENANCE AT FVMPD	64.63	11/22	101-52250-243
32429	PREVENTATIVE MAINTENANCE AT VILLAGE HAL	234.87	11/22	101-51650-243
Total AUTOMATED COMFORT CONTROLS:		1,104.54		
AUTOMOTIVE SUPPLY CO				
60949997	OIL FILTER FOR STOCK	9.83	11/22	101-53330-218
60949997	OIL FILTER #21	9.83	11/22	101-53330-225
60950172	BATTERY #89	131.48	11/22	101-53330-225
60950439	FUEL FILTER	22.46	11/22	101-53330-218
60950444	FUEL FILTER	24.62	11/22	101-53330-218
CM225037	CORE RETURN	27.00-	11/22	101-53330-225
CM225689	RETURNED MERCHANDISE	22.46-	11/22	101-53330-218
Total AUTOMOTIVE SUPPLY CO:		148.76		
BAYCOM INC				
15938	AUTO TUNE & TEST CONTRACT WORK	2,720.50	11/22	207-52120-204
Total BAYCOM INC:		2,720.50		
BLADER, KAYLEE				
11/22 REIMBURSE	REIMBURSE MEAL & MILEAGE FORENSIC TRAINI	320.00	11/22	207-52120-201
Total BLADER, KAYLEE:		320.00		
CELLCOM				
132786	FVMPD CELL SERVICE - NOVEMBER	1,225.15	11/22	207-52120-203
Total CELLCOM:		1,225.15		

Invoice	Description	Total Cost	Period	GL Account
CINTAS				
4137047594	TOWELS AND UNIFORMS	11.32	11/22	101-53330-213
4137047594	MATS	28.79	11/22	101-53330-218
4137767831	TOWELS AND UNIFORMS	11.32	11/22	101-53330-213
4137767831	MATS	28.79	11/22	101-53330-218
4138439066	TOWELS AND UNIFORMS	11.32	11/22	101-53330-213
4138439066	MATS	28.79	11/22	101-53330-218
Total CINTAS:		120.33		
CIVICPLUS				
244193	MUNICODE ADMINISTRATIVE SUPPORT FEE	350.00	12/22	101-51440-204
Total CIVICPLUS:		350.00		
COMPASS MINERALS AMERICA				
1075830	COARSE SOLAR SALT	3,359.20	11/22	620-53634-224
Total COMPASS MINERALS AMERICA:		3,359.20		
DISTRICT 2, INC.				
3689	REBUILD KIT AND FIRE HOSE	1,327.35	11/22	101-52200-221
Total DISTRICT 2, INC.:		1,327.35		
EAGLE GRAPHICS LLC				
243217	CLOTHING-MCDONALD	79.00	11/22	101-55300-225
243217	CLOTHING-KOEBE	92.00	11/22	101-55300-225
243217	CLOTHING-NEUMANN	80.00	11/22	101-51650-218
Total EAGLE GRAPHICS LLC:		251.00		
FINDAWAY WORLD LLC				
411712	DIGITAL BOOKS	49.99	11/22	206-55110-209
Total FINDAWAY WORLD LLC:		49.99		
FIRELINE SPRINKLER LLC				
6007-22	ANNUAL FIRE SPRINKLER INSPECTION	180.00	11/22	101-53310-204
Total FIRELINE SPRINKLER LLC:		180.00		
FOX VALLEY HUMANE ASSOCIATION				
5454	OCTOBER HANDLE FEES	160.00	11/22	207-52120-204
Total FOX VALLEY HUMANE ASSOCIATION:		160.00		
FOX VALLEY TECHNICAL COLLEGE				
TPB0000778027	FTO TRAINING-MARQUARDT	550.00	11/22	207-52120-201
TPB0000778563	FIREFIGHTER EXAMS	80.00	11/22	101-52200-201
Total FOX VALLEY TECHNICAL COLLEGE:		630.00		
FREUND, KATHERINE				
11/22 REIMBURSE	REIMBURSE MILEAGE FOR WI LIBRARY CONFER	177.50	11/22	206-55110-201

Invoice	Description	Total Cost	Period	GL Account
Total FREUND, KATHERINE:		177.50		
GRAINGER				
9512698862	BATTERY PACK	449.00	11/22	206-55110-221
Total GRAINGER:		449.00		
GRIESBACH READY-MIX LLC				
6994	WATER VALVE REPLACEMENTS	465.00	11/22	620-53644-251
Total GRIESBACH READY-MIX LLC:		465.00		
HANSEN, MICHELE				
111322	SECURITY DEPOSIT REFUND	100.00	11/22	208-21235
Total HANSEN, MICHELE:		100.00		
HAWKINS INC				
6327045	AZONE	622.10	11/22	620-53634-214
6327045	SODIUM SILICATE	2,057.83	11/22	620-53634-220
6338630	AZONE	634.56	11/22	620-53634-214
6338630	SODIUM SILICATE	2,143.25	11/22	620-53634-220
Total HAWKINS INC:		5,457.74		
HEARTLAND BUSINESS SYSTEMS				
563007-H	OCTOBER BILL PRINT QNTY 3942	137.97	11/22	201-53620-206
563007-H	OCTOBER BILL PRINT QNTY 3942	137.97	11/22	610-53614-206
563007-H	OCTOBER BILL PRINT QNTY 3942	137.97	11/22	620-53904-206
563007-H	OCTOBER BILL PRINT QNTY 3942	137.97	11/22	630-53443-206
Total HEARTLAND BUSINESS SYSTEMS:		551.88		
HERRLING CLARK LAW FIRM LTD				
3Q/22 131-10Q	LEGAL MATTERS	1,336.50	11/22	101-51110-262
3Q/22 131-10Q	STORM	121.50	11/22	630-53444-262
3Q/22 131-10Q	CONSTRUCTION FUND	2,595.50	11/22	452-57331-262
3Q/22 131-60Q	TID 7	243.00	11/22	417-57700-262
3Q/22 131-71Q	TID 6	121.50	11/22	416-57600-262
3Q/22 132-01M	TRAFFIC MATTERS	7,735.50	11/22	101-51110-262
Total HERRLING CLARK LAW FIRM LTD:		12,153.50		
HYDROCLEAN EQUIPMENT				
17671	PREVENTATIVE MAINTENANCE-PRESSURE WAS	98.00	11/22	101-53310-204
Total HYDROCLEAN EQUIPMENT:		98.00		
ITRON INC				
634093	MAINTENANCE/SUPPORT CONTRACT 12/1/22 - 11/	1,782.00	12/22	620-53904-204
634093	MAINTENANCE/SUPPORT CONTRACT 12/1/22 - 11/	1,782.00	12/22	610-53613-204
Total ITRON INC:		3,564.00		
JX ENTERPRISES INC				
2487304P	RADIATOR HOSE #29	124.37	11/22	101-53330-225

Invoice	Description	Total Cost	Period	GL Account
2487720P	DOOR SEAL #6	133.99	11/22	101-53330-225
Total JX ENTERPRISES INC:		258.36		
KEIL ENTERPRISES				
120122	OPERATION RUSH-MARQUARDT	249.00	11/22	207-52120-201
Total KEIL ENTERPRISES:		249.00		
KERRY'S VROOM SERVICE INC				
9929	OIL CHANGE AND INSTALL O2 SENSOR - SQUAD	273.94	11/22	207-52120-247
9940	OIL & FILTER CHANGE - UNIT#111	48.21	11/22	207-52120-247
Total KERRY'S VROOM SERVICE INC:		322.15		
KK SEW & VAC INC				
16448	FAST TASK STRETCH HOSE	44.99	11/22	208-52900-222
Total KK SEW & VAC INC:		44.99		
KLINK HYDRAULICS LLC				
26154	GASKET	2.19	11/22	101-55200-218
26204	TUBE FOR LEAF VAC #40	609.60	11/22	101-53330-225
26260	GASKETS #15	2.82	11/22	101-53330-225
26275	HOSE #206	27.96	11/22	101-53330-225
26319	MISC PARTS - #25	481.76	11/22	101-53330-225
26391	FITTING ADAPTERS #26	19.78	11/22	101-53330-225
26397	HOSE #155	106.80	11/22	101-53330-225
Total KLINK HYDRAULICS LLC:		1,250.91		
KRONOS INC				
11981730	ANNUAL SUPPORT SCHEDULING SOFTWARE	1,168.99	11/22	207-52120-204
Total KRONOS INC:		1,168.99		
MACQUEEN EQUIPMENT				
P08691	ANNUAL PREVENTATIVE MAINTENANCE	765.00	11/22	101-52200-204
Total MACQUEEN EQUIPMENT:		765.00		
MARCO TECHNOLOGIES LLC				
10568332	MITEL SOFTWARE ASSURANCE	504.00	11/22	404-57190-208
Total MARCO TECHNOLOGIES LLC:		504.00		
MCMAHON ASSOCIATES INC				
928900	2022 ECOLOGICAL SERVICES	178.00	11/22	630-53441-204
Total MCMAHON ASSOCIATES INC:		178.00		
MCO				
29144	OCTOBER MILEAGE REIMBURSEMENT	538.20	11/22	620-53644-247
Total MCO:		538.20		

Invoice	Description	Total Cost	Period	GL Account
MENARDS - APPLETON EAST				
29341	STUDED T-POST & SNOW FENCE	730.96	11/22	101-53350-218
29352	SUPPLIES FOR ICE RINK AREA	632.34	11/22	101-55200-216
29394	CERAMIC HEATER/CLEANING SUPPLIES	124.65	11/22	620-53644-218
29635	STEP LADDER/FILTERS/CONNECTORS	170.49	11/22	206-55110-242
Total MENARDS - APPLETON EAST:		1,658.44		
NEWS PUBLISHING CO INC				
BE113641	LIBRARY AD	50.00	11/22	206-55110-225
Total NEWS PUBLISHING CO INC:		50.00		
PARTY AND PRINT LLC				
1266	BALLOON STRUCTURE	250.00	11/22	206-55110-205
Total PARTY AND PRINT LLC:		250.00		
PREMIER WIRELESS				
FBCFDIN19959	MDM RENEWAL	59.97	11/22	206-55110-209
Total PREMIER WIRELESS:		59.97		
RIESTERER & SCHNELL INC				
2322363	WINDOW LATCHES #78	174.96	11/22	101-53330-225
Total RIESTERER & SCHNELL INC:		174.96		
SCHEPP, KATHRYN				
112422	SECURITY DEPOSIT REFUND	100.00	11/22	208-21235
Total SCHEPP, KATHRYN:		100.00		
SEIDLER, JAYMES				
11/22 REIMBURSE	REIMBURSE FOR PAYMENT OF CLASS	135.00	11/22	101-52050-201
Total SEIDLER, JAYMES:		135.00		
SIRCHIE ACQUISITION COMPANY LLC				
567741	NARCOTIC TEST AMPOULES	126.00	11/22	207-52120-218
Total SIRCHIE ACQUISITION COMPANY LLC:		126.00		
SPIERINGS, SUE				
SPECIAL EVENT 0	SPECIAL EVENT SECURITY DEPOSIT	200.00	11/22	101-21235
Total SPIERINGS, SUE:		200.00		
SPLENDID CLEANING SERVICE LLC				
12769	VAN LIESHOUT REC CENTER CLEANING	200.00	11/22	208-52900-204
Total SPLENDID CLEANING SERVICE LLC:		200.00		
STAPLES ADVANTAGE				
3523527560	POST ITS	12.84	11/22	101-51680-206
3523527560	COPY PAPER	41.49	11/22	101-51650-206

Invoice	Description	Total Cost	Period	GL Account
Total STAPLES ADVANTAGE:		54.33		
TAPCO				
I740822	RAILROAD CROSSING SIGNS	383.63	11/22	101-53300-246
Total TAPCO:		383.63		
VON BRIESEN & ROPER S.C.				
410253	2023 POLICE NEGOTIATIONS	21.25	11/22	207-52120-262
Total VON BRIESEN & ROPER S.C.:		21.25		
WASTEQUIP LLC				
3737219	CYLINDERS #29	2,279.42	11/22	101-53330-225
Total WASTEQUIP LLC:		2,279.42		
Grand Totals:		324,551.27		

Report GL Period Summary

Vendor number hash: 230343
Vendor number hash - split: 289237
Total number of invoices: 77
Total number of transactions: 96

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	324,551.27	324,551.27
Grand Totals:	324,551.27	324,551.27

Report Criteria:

Invoice Detail.Voided = {=} FALSE

VILLAGE OF LITTLE CHUTE
(Outagamie County, State of Wisconsin)

NOTICE OF PUBLIC HEARING

PROJECT: 2023 Sidewalk Construction – Crosswinds Subdivision

SPECIAL ASSESSMENT AREA OF PROJECT:

Gardenia Drive – From French Road to Cherryvale Avenue (sidewalk only)

Tulip Trail – All of Tulip Trail, from Gardenia Dr. to Gardenia Dr. (sidewalk only)

Golden Hill Court – All, From Tulip Trail to Terminus (sidewalk only)

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

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

The Report of the Village Engineer for the Village of Little Chute showing final plans and specifications, an estimate of the entire and complete cost of installation and construction and proposed assessments, is on file in the Administrative Offices and Finance Department, 108 West Main Street and may be inspected on any business day, beginning November 17, 2022, between the hours of 8:00 a.m. to 4:30 p.m.

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

Wednesday, December 7, 2022, at 6:00 p.m. in the Village Board Room at the Little Chute Village Hall, 108 W. Main Street, Little Chute, WI 54140

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

Dated this 17th day of November 2022

Laurie Decker, Village Clerk

VILLAGE OF LITTLE CHUTE

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

Publish: November 23, 2022

STATE OF WISCONSIN AFFIDAVIT OF PUBLICATION

November 23, 2022
VILLAGE OF LITTLE CHUTE
(Outagamie County, State of Wisconsin)
Notice of Public Hearing

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Dated this 17th day of November 2022

Laurie Decker, Village Clerk **VILLAGE OF LITTLE CHUTE**

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WNAXLP

Laurie Hammen

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

11/23/2022

SIGNED

DATED

11/23/2022

[Signature]
Notary Public, State of Wisconsin

My Commission Expires

4/25/2023

of Lines 52

of Weeks Published 1

Publication Fee \$ 91.51

Proof of Publication \$ 1.00

Total \$ 92.51



Item For Consideration

For Board Review On: 12/7/2022

Agenda Item Topic: Buchanan Street Pavement Width

Prepared On: 12/2/2022

Prepared By: Village Engineer

Report: Village Engineering Staff was directed to measure the distance from the proposed back of curb to the current front edge of the power poles on the west side of Buchanan Street. With our current design of 30-feet, from face of curb to face of curb (31' from BOC to BOC), there is sufficient clear area to install integral curb and gutter for both sides of the street. This was confirmed by speaking with two local concrete paving contractors that have worked for the Village of Little Chute in the past. Minor private utility obstructions within the mechanical paver operating zone will be able to work around these facilities with assistance from the private utilities.

After a discussion with the Village Community Development Director and the Village Administrator it was determined that it would not be cost effective and would potentially create non-conforming building setbacks to try and widen the right of way from all the adjacent property owners affected by this work.

Fiscal Impact: By utilizing the current design with a distance of 30-feet, from face of curb to face of curb (31' from BOC to BOC), no additional costs will be incurred to the project by having to redesign the pavement or utilize an additional paving machine to install the curb and gutter.

Recommendation/Board Action: It is the recommendation of the Village Engineer to continue with the Buchanan Street Reconstruction Project utilizing the current design.

Respectfully Submitted,

Christopher L. Murawski, P.E.

Village Engineer



Item For Consideration

For Board Review On: Wednesday, December 7, 2022

Agenda Item Topic: Ebben Trail Phase II Project Bid & Award
DPRF

Prepared On: December 1, 2022

Prepared By: John McDonald

Report: McMahon and village staff opened bids for the Ebben Trail bridge project that is to be located North of Creekview Park and East of Vandenbroek Road on 10/07. Five bids were received, ranging in Base Bid price from \$243,510.34 to \$600,858.00. Attached is the detailed bid report for reference.

Bidder	Base Bid Amount	Two (2) Bridges <i>Direct Owner Purchase</i>	Alternative Bid Amount	Total Amount <i>(Excluding Alternative Bid)</i>
Milbach Const. Change Order	\$243,510.34 \$28,843.85	\$182,300.00	\$32,953.80	\$454,654.19
Lunda Const.	\$407,483.00	\$182,300.00	\$36,300.00	\$589,783.00
Vinton Const.	\$414,714.51	\$182,300.00	\$30,184.00	\$597,014.51
Advanced Const.	\$441,118.50	\$182,300.00	\$29,920.00	\$623,418.50
Janke Gen. Const.	\$600,858.00	\$182,300.00	\$31,460.00	\$783,158.00

At the time of submission, Milbach did not include material costs for the railing. Milbach submitted \$28,843.85 which will need to be accepted through a Change Order approval in the subsequent agenda item. McMahon has provided an opinion of probable total cost of the project totaling \$538,000.00. Based upon the bids received, the recommendation is to award recommend the low bidder, Milbach Construction Services Co., in the amount of \$243,510.34.

The Village will "Direct Owner Purchase" two (2) bridges through Contech Engineered Solutions totaling \$182,300.00. Ownership, liabilities, and insurance for this type of purchase has been reviewed by staff, legal, and insurance company. Accepting Alternative bids for asphalt would cause the project to go over budget, therefore, are not being accepted at this time.

Fiscal Impact: Project is within approved 2022 budget of \$538,000.



Item For Consideration

Recommendation/Committee Action: Staff is requesting approval from Village Board to award Milbach Construction the contract for Ebben Trail Phase II in the amount of \$243,510.34, contingent upon approval of Change Order 1 in subsequent action.

Respectfully submitted,
John McDonald

BID TABULATION

VILLAGE OF LITTLE CHUTE
2022 Pedestrian Bridges & Trails
Contract L0001-09-22-00108
Bid Date/Time: October 7, 2022 @ 10:00 AM
Project Manager: Nick Vande Hey, PE

Engineer: McMAHON ASSOCIATES, INC.
1445 McMahon Drive
PO Box 1025
Neenah, WI 54956 / 54957-1025

MILBACH CONSTRUCTION SERVICES CO. 2651 Northridge Drive Kaukauna, WI 54130	LUNDA CONSTRUCTION CO. 620 Gebhardt Road PO Box 669 Black River Falls, WI 54615	VINTON CONSTRUCTION CO. 1322 33rd Street PO Box 137 Two Rivers, WI 54241	ADVANCE CONSTRUCTION, INC. 2141 Woodale Avenue Green Bay, WI 54313	JANKE GENERAL CONTRACTORS, INC. 1224 Mount View Lane Athens, WI 54411
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BASE BID

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	2	Ea.	Temporary Culvert Crossing	\$2,247.75	\$4,495.50	\$2,200.00	\$4,400.00	\$1.00	\$2.00	\$22,000.00	\$44,000.00	\$2,100.00	\$4,200.00
2.	1	L.S.	Common Excavation	\$16,860.00	\$16,860.00	\$17,500.00	\$17,500.00	\$46,500.00	\$46,500.00	\$32,500.00	\$32,500.00	\$85,000.00	\$85,000.00
3.	880	L.F.	12-Foot-Wide Trail Base Aggregate Dense, 1-1/4 Inch	\$15.18	\$13,358.40	\$14.60	\$12,848.00	\$9.75	\$8,580.00	\$50.00	\$44,000.00	\$27.10	\$23,848.00
4.	120	L.F.	7-Foot-Wide Sidewalk Base Aggregate Dense, 1-1/4 Inch	\$39.34	\$4,720.80	\$38.00	\$4,560.00	\$7.50	\$900.00	\$66.00	\$7,920.00	\$22.75	\$2,730.00
5.	660	S.F.	Concrete Sidewalk, 4 Inch	\$10.79	\$7,121.40	\$7.95	\$5,247.00	\$7.50	\$4,950.00	\$10.00	\$6,600.00	\$11.00	\$7,260.00
6.	30	L.F.	8 Inch Storm Sewer	\$67.43	\$2,022.90	\$66.00	\$1,980.00	\$95.00	\$2,850.00	\$120.00	\$3,600.00	\$61.00	\$1,830.00
7.	1	Ea.	24 Inch ID Yard Drain	\$3,375.00	\$3,375.00	\$3,300.00	\$3,300.00	\$2,960.00	\$2,960.00	\$1,700.00	\$1,700.00	\$5,930.00	\$5,930.00
8.	1	Ea.	Connect to Existing 42" x 68" HERCP Interceptor	\$2,247.75	\$2,247.75	\$2,200.00	\$2,200.00	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
9.	1	L.S.	Concrete Abutments and Wingwalls	\$55,655.00	\$55,655.00	\$91,000.00	\$91,000.00	\$231,000.00	\$231,000.00	\$93,548.00	\$93,548.00	\$285,300.00	\$285,300.00
10.	1	L.S.	Wingwall Railing	\$11,420.00	\$11,420.00	\$8,000.00	\$8,000.00	\$29,400.00	\$29,400.00	\$26,000.00	\$26,000.00	\$23,000.00	\$23,000.00
11.	1	L.S.	Pre-Manufactured Single Span Bridge (72.5'), Including Concrete Deck	\$39,650.00	\$39,650.00	\$88,900.00	\$88,900.00	\$7,200.00	\$7,200.00	\$52,656.00	\$52,656.00	\$35,500.00	\$35,500.00
12.	1	L.S.	Pre-Manufactured Single Span Bridge (92.5'), Including Concrete Deck	\$41,620.00	\$41,620.00	\$123,000.00	\$123,000.00	\$9,000.00	\$9,000.00	\$62,348.00	\$62,348.00	\$37,000.00	\$37,000.00
13.	30	C.Y.	Heavy Rip Rap	\$67.45	\$2,023.50	\$60.00	\$1,800.00	\$197.00	\$5,910.00	\$150.00	\$4,500.00	\$90.00	\$2,700.00
14.	4	Ea.	Trail Curve Signage	\$375.00	\$1,500.00	\$450.00	\$1,800.00	\$400.00	\$1,600.00	\$500.00	\$2,000.00	\$425.00	\$1,700.00
15.	4	Ea.	8-Foot Galvanized Steel Swing Gates (4)	\$2,622.46	\$10,489.84	\$5,750.00	\$23,000.00	\$4,675.00	\$18,700.00	\$6,200.00	\$24,800.00	\$5,200.00	\$20,800.00
16.	90	S.Y.	Turf Reinforcement Mat	\$7.87	\$708.30	\$7.70	\$693.00	\$18.00	\$1,620.00	\$10.00	\$900.00	\$25.00	\$2,250.00
17.	2,050	L.F.	Silt Fence	\$3.65	\$7,482.50	\$2.50	\$5,125.00	\$2.30	\$4,715.00	\$1.90	\$3,895.00	\$3.50	\$7,175.00
18.	1	L.S.	Timber Mat	\$4,495.50	\$4,495.50	\$4,000.00	\$4,000.00	\$0.01	\$0.01	\$10,000.00	\$10,000.00	\$26,000.00	\$26,000.00
19.	2	Ea.	Tracking Pad	\$1,125.00	\$2,250.00	\$1,100.00	\$2,200.00	\$4,500.00	\$9,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00
20.	1	Ea.	Inlet Protection	\$202.30	\$202.30	\$100.00	\$100.00	\$125.00	\$125.00	\$110.00	\$110.00	\$230.00	\$230.00
21.	85	L.F.	Sediment Logs	\$13.49	\$1,146.65	\$13.00	\$1,105.00	\$12.50	\$1,062.50	\$9.90	\$841.50	\$12.00	\$1,020.00
22.	2,700	S.Y.	Turf Grass Restoration (4 Inch Topsoil, Fertilizer, WisDOT Seed Mix #4 and Mulch)	\$3.95	\$10,665.00	\$1.75	\$4,725.00	\$10.20	\$27,540.00	\$6.00	\$16,200.00	\$7.55	\$20,385.00
TOTAL (Items 1. through 22., Inclusive)				\$243,510.34		\$407,483.00		\$414,714.51		\$441,118.50		\$600,858.00	

ALTERNATE BID

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A-1	880	L.F.	10-Foot-Wide Asphalt Trail (3 Inch Thick)	\$36.81	\$32,392.80	\$33.00	\$29,040.00	\$30.30	\$26,664.00	\$30.00	\$26,400.00	\$31.50	\$27,720.00
A-2	220	L.F.	4 Inch Solids Yellow Pavement Marking	\$2.55	\$561.00	\$33.00	\$7,260.00	\$16.00	\$3,520.00	\$16.00	\$3,520.00	\$17.00	\$3,740.00
TOTAL (Items 1. through 22., Inclusive)				\$32,953.80		\$36,300.00		\$30,184.00		\$29,920.00		\$31,460.00	

Bid Security	10% Bid Bond	10% Bid Bond	10% Bid Bond	10% Bid Bond	10% Bid Bond
Addendum Acknowledgement	Yes - #1, #2 and #3	Yes - #1, #2 and #3	Yes - #1, #2 and #3	Yes - #1, #2 and #3	Yes - #1, #2 and #3

	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor
Concrete Abutments & Wingwalls	Delrar	Lunda Construction	Pheiffer Brothers Const. Co.	Absolute Concrete	N/A
Excavation	Calnin and Goss	Calnin and Goss	Vinton Construction Co.	N/A	N/A
Storm Sewer	Calnin and Goss	Calnin and Goss	Vinton Construction Co.	N/A	N/A
Landscaping	Calnin and Goss	Double D Landscape LLC	Double D Landscape LLC	N/A	N/A
Geotechnical Engineer	N/A	N/A	Bay Area Testing	N/A	N/A
Gates	N/A	N/A	Patriot Fence	N/A	N/A
Asphalt Paving	N/A	N/A	Northeast Asphalt, Inc.	N/A	N/A
Pavement Marking	N/A	N/A	Century Fence Co.	N/A	N/A

OPINION OF PROBABLE COST

VILLAGE OF LITTLE CHUTE

2022 Pedestrian Bridges & Trails

Contract L0001-09-22-00108

Bid Date/Time: October 7, 2022 @ 10:00 AM

McMahon Project Manager: Nick Vande Hey, PE

BASE BID

Item	Qty	Unit	Description	MILBACH CONSTRUCTION	
				Unit Price	Total
1.	2	Ea.	Temporary Culvert Crossing	\$2,247.75	\$4,495.50
2.	1	L.S.	Common Excavation	\$16,860.00	\$16,860.00
3.	880	L.F.	12-Foot-Wide Trail Base Aggregate Dense, 1-1/4 Inch	\$15.18	\$13,358.40
4.	120	L.F.	7-Foot-Wide Sidewalk Base Aggregate Dense, 1-1/4 Inch	\$39.34	\$4,720.80
5.	660	S.F.	Concrete Sidewalk, 4 Inch	\$10.79	\$7,121.40
6.	30	L.F.	8 Inch Storm Sewer	\$67.43	\$2,022.90
7.	1	Ea.	24 Inch ID Yard Drain	\$3,375.00	\$3,375.00
8.	1	Ea.	Connect to Existing 42" x 68" HERCP Interceptor	\$2,247.75	\$2,247.75
9.	1	L.S.	Concrete Abutments and Wingwalls	\$55,655.00	\$55,655.00
10.	1	L.S.	Wingwall Railing	\$11,420.00	\$11,420.00
11.	1	L.S.	Pre-Manufactured Single Span Bridge (72.5'), Including Concrete Deck	\$39,650.00	\$39,650.00
12.	1	L.S.	Pre-Manufactured Single Span Bridge (92.5'), Including Concrete Deck	\$41,620.00	\$41,620.00
13.	30	C.Y.	Heavy Rip Rap	\$67.45	\$2,023.50
14.	4	Ea.	Trail Curve Signage	\$375.00	\$1,500.00
15.	4	Ea.	8-Foot Galvanized Steel Swing Gates (4)	\$2,622.46	\$10,489.84
16.	90	S.Y.	Turf Reinforcement Mat	\$7.87	\$708.30
17.	2,050	L.F.	Silt Fence	\$3.65	\$7,482.50
18.	1	L.S.	Timber Mat	\$4,495.50	\$4,495.50
19.	2	Ea.	Tracking Pad	\$1,125.00	\$2,250.00
20.	1	Ea.	Inlet Protection	\$202.30	\$202.30
21.	85	L.F.	Sediment Logs	\$13.49	\$1,146.65
22.	2,700	S.Y.	Turf Grass Restoration (4 Inch Topsoil, Fertilizer, WisDOT Seed Mix #4 and Mulch)	\$3.95	\$10,665.00
CO1.1	1	L.S.	Change Order 1 (Railing Material Cost)	\$28,843.85	\$28,843.85
Milbach Subtotal					\$272,354.19
Contech Subtotal					\$182,300.00
Engineering, Bidding, & Construction Services					\$70,000.00
Permit Fees					\$1,810.00
Contingency Fund					\$11,535.81
Anticipated Project Total Cost					\$538,000.00
Village Budget					\$538,000.00

Quote # QUO-513301-K4L8C2					
Date	9/30/2022	Account Name	Village of Little Chute	Reply-To	
Quote #	QUO-513301-K4L8C2	Contact Name	Village of Little Chute	Contech Rep.	Eric Sturm
Revision #	2	Phone	(920) 788-7380	Address	6441 Enterprise Lane, Suite 116, Madison, WI, 53719
Project Name	Village of Little Chute Pedestrian Bridges	Fax	(920) 788-7394	Phone	608-215-3937
Project #	723785	Email		Fax	
Project City/State	Little Chute, WI			Email	Eric.Sturm@conteches.com
Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at www.conteches.com/cos . A valid tax exemption certificate must be issued to Contech or sales tax will be added.					

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	Continental Pedestrian Bridge Length – 92'-6" Long Width – 12'-0" Wide Style – Connector H-section Finish – Self Weathering Steel AASHTO LRFD Design 90 PSF Live Load H-10 (20,000 LB) Vehicle Load Bridge to be designed to accept a 6 inch thick concrete deck Side Dams and End Dams Included Galvanized Form Decking Included Concrete and steel reinforcing to be supplied and installed by others Steel Toe Rail Nominal 5/4x6 IPE Wood Rub Rail Horizontal Steel Safety Rails Teflon & Stainless Steel Bearing Pads Steel Cover Plates at both ends of the bridge Bridge to be shipped in Two Sections with an approximate total lifting weight = +/- 29,300 LBS	1.00	1.00	\$107,200.00	EA	\$107,200.00
	Continental Pedestrian Bridge Length – 72'-6" Long Width – 12'-0" Wide Style – Connector H-section Finish – Self Weathering Steel AASHTO LRFD Design 90 PSF Live Load H-10 (20,000 LB) Vehicle Load Bridge to be designed to accept a 6 inch thick concrete deck Side Dams and End Dams Included Galvanized Form Decking Included Concrete and steel reinforcing to be supplied and installed by others Steel Toe Rail Nominal 5/4x6 IPE Wood Rub Rail Horizontal Steel Safety Rails Teflon & Stainless Steel Bearing Pads Steel Cover Plates at both ends of the bridge Bridge to be shipped in One section with an approximate total lifting weight = +/- 17,700 LBS	1.00	1.00	\$75,100.00	EA	\$75,100.00
					Total	\$182,300.00
(Tax not included)					Net Total	\$182,300.00

Standard Notes	
1.All orders must be shipped within 30 days of manufacture. Should you be unable to accept delivery of materials at the agreed upon time, a storage charge equal to a maximum of 5% per month of the selling price of the stored material applies. Refer to Article 19 Contech CONDITIONS OF SALE.	
2.Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$100.00 per hour thereafter will be added.	
3.Design submittal drawings will be provided, signed and sealed by a Professional Engineer licensed to practice in the State where the project is located.	

Quote # QUO-513301-K4L8C2

Standard Notes

4. In addition to any other procedures outlined or remedies provided, at the time of order, Contech will request a desired delivery date for the quoted materials from the purchasing customer. After drawing approval and prior to manufacturing Contech may again confirm the requested delivery date with the purchasing customer. If purchasing customer cannot take delivery of finished materials within 30 days of requested date, and after Contech has manufactured the product(s), Contech will invoice for the total amount of the order with payment due within 30 days. Additionally, Contech may also assess fees in the amount of 5% per month of the selling price of the stored materials that are not shipped within 30 days after the requested delivery date for storage and handling.
5. LRFD Guide Specification for the Design of Pedestrian Bridges - Item 4.2 - Fracture: Fracture Critical Member designation shall be in accordance with Provision 12.3.2 of AASHTO/AWS D1.5M/D1.5:2015 which requires each Fracture Critical Member (FCM) to be individually designated by the Engineer prior to bidding. In the absence of such designation, the Fracture requirements of Item 4.2 shall be deemed to have been waived.
6. One or more of the products quoted herein is nonstandard and not returnable. A down payment equal to 1/3 of the item(s) total is required and must be received prior to commencement of any performance by Contech.
7. Preliminary Assembled ship weight: Approximately +/- (See Notes is Quoted Products) lbs. subject to final design. Contech will not be liable for any additional construction or installation costs incurred related to a change from a preliminary bid design weight to a final design, regardless of the reason for the change.
8. Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.
9. The estimated lead time for the submittal package is 5-6 weeks from the receipt of a signed purchase document and receipt of the required design and project information. Submittal lead times are subject to adjustment at time of order based upon current Engineering backlog. Approval review process is in addition to stated timeframes. The current estimated manufacturing lead time for this material is 22-24 weeks. Manufacturing and delivery lead times are subject to adjustment at the time Contech is given approval to fabricate based upon production capacity and delivery curfews or other travel restrictions.

Contech has been experiencing scarcity, fluctuating raw material production schedules and delays in procurement of structural steel and bridge decking. Fabrication and delivery lead times stated herein are subject to material availability at the time we receive approval to fabricate.
10. This quotation expires 30 days from the date shown. Prices are firm for shipment within 120 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.
11. This quote is based on live off loading ONLY and is the responsibility of others. The loads will be delivered as close to the project location as trucks can reasonably access and be driven under their own power without specialized equipment. Oversized loads warrant additional consideration and providing suitable access shall be the responsibility of the contractor/customer. The driver(s) will leave hard surface public roads only at their discretion but is not obligated to do so. If driver agrees to access a site under any other conditions, customer may be subject to additional costs. Due to curfews and other travel time restrictions on over dimensional loads, the customer shall be responsible for additional costs associated with weekend, holiday or Monday delivery requests. Cancellation of scheduled delivery loads requiring permits within 48hrs may result in additional permits and will be the responsibility of the purchaser. Specialized haulers and or equipment are utilized in the shipping of bridge components (ie "trailer rental"), costs incurred by CONTECH due to cancellation and or postponement of the delivery of bridge components will be the responsibility of the purchaser. Staging/Jockeying of trailers can be provided upon request for an additional fee.

Scope Of Work

Continental Pedestrian

Truss bridge pricing includes the steel truss bridge manufactured in sections sized at the discretion of Contech to facilitate optimum shipments. Sections may require final assembly at the jobsite by others using fasteners supplied by Contech.

The following work is not a part of this offer and is to be performed by others at no cost to Contech:

1. All construction surveying, including field measurement and verification of abutments and anchor bolt placement.
2. Design of the bridge foundations unless otherwise stated herein.
3. Excavation and construction of the bridge foundations.
4. Anchor bolt design, supply, installation or templates.
5. Erection and installation of the bridge structure(s).
6. Touch up painting of any and all surfaces damaged during handling, loading, transport, unloading, rigging, fit up or installation. Touch up paint guidelines are available from Contech.
7. Supply and installation of any expansion joint materials required by the contract.
8. Supply and installation of concrete and reinforcing for bridge deck slab or abutments.
9. Any and all costs associated with special inspection or testing by an independent agency.
10. Bridge approach railing or wing wall rails unless specifically included elsewhere on this proposal.
11. All other associated or appurtenant items not specifically referenced and included elsewhere in this proposal.

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO KEYSTONE RETAINING WALL SYSTEMS LLC.

Acceptance

Contech Engineered Solutions LLC.

Quote # QUO-513301-K4L8C2			
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HEREWITH AND VIEWABLE AT www.conteches.com/cos		By	Eric Sturm
Company		(O)	608-215-3937
By		(F)	
Title		(Cell)	
Date		Title	

Quote # QUO-513301-K4L8C2

Contech - CONDITIONS OF SALE

1. **ACCEPTANCE.** This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the products sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the products sold under this contract are substantially free from defects in material and workmanship for a period of one year after the date of delivery. There are no express or implied warranties with respect to products sold hereunder which are misused, abused or used in conjunction with mechanical equipment improperly designed, used or maintained, or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products or services. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the products purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to products manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. **PASSAGE OF TITLE.** Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither

Buyer nor the consignee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs.

9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify conformance with the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. **TECHNICAL ADVICE.** Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. **TAXES.** No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.

16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:
(1) the contract price for all products which have been completed prior to termination;
(2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice

consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;
(3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and
(4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. **DELIVERY.** Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:
(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or
(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. **PERIOD OF LIMITATIONS.** Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues or one year of delivery of the products sold hereunder, if less.

21. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. **SEVERABILITY.** In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. **APPLICABLE LAW.** This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract shall be brought and tried exclusively in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 03/15



November 10, 2022

Village of Little Chute
Attn: Laurie Decker, Clerk
108 W. Main Street
Little Chute, WI 54140

Re: Village of Little Chute
2022 Pedestrian Bridges & Trail
Letter Of Recommendation
McM. No. L0001-09-22-00108

Dear Laurie:

On October 7, 2022, bids were received at the Village Hall for the above referenced project. Five bids were received, ranging in Base Bid price from \$243,510.34 to \$600,858.00 (bid tabulation enclosed).

Based upon the bids received, we recommend awarding Contract L0001-09-22-00108 to the low bidder, Milbach Construction Services Co., in the amount of \$243,510.34.

If you agree with our recommendation, please date and sign the enclosed Notices of Award, and return all copies to our office for incorporation into the contract documents.

If you have any questions, please feel free to contact me.

Respectfully,

McMahon Associates, Inc.

A handwritten signature in blue ink, reading "Nicholas A. Vande Hey".

Nicholas A. Vande Hey, PE
Vice President / Sr Municipal & Water Resources Engineer

NAV:car

Enclosures: Notice of Awards
Bid Tabulation

SECTION 00 51 00.00

NOTICE OF AWARD

Dated: _____

To: MILBACH CONSTRUCTION SERVICES CO.
2651 Northridge Drive
Kaukauna, WI 54130

Contract No. L0001-09-22-00108

Project: 2022 PEDESTRIAN BRIDGES & TRAIL
Village of Little Chute | Outagamie County, Wisconsin

You are notified that your Bid, dated October 7, 2022, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for the 2022 Pedestrian Bridges & Trail for the Village of Little Chute, Outagamie County, Wisconsin.

The Contract Price of your Contract is Two Hundred Forty-Three Thousand Five Hundred Ten & 34/100 Dollars (\$243,510.34).

You must comply with the following conditions precedent within **15-days** of the date of this Notice of Award, that is by _____.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (bonds), as specified in the Instructions to Bidders, General Conditions (Paragraph 5.01) and Supplementary Conditions.
3. You must deliver Insurance Certification complying with the General Conditions and Supplemental Conditions of the Contract Documents.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

One (1) fully signed counterpart of the Agreement, with the Contract Documents attached, will be returned to you within 15-days after you comply with the above noted conditions.

VILLAGE OF LITTLE CHUTE
Outagamie County, Wisconsin

(authorized signature)

(title)

Witness: _____



Item For Consideration

For Board Review On: Wednesday, December 7, 2022

Prepared On: December 2, 2022

Agenda Item Topic: Ebben Trail Phase II Project Change Order

Prepared By: John McDonald DPRF

Report: Per the prior action to award contract to Milbach Construction, the contractor recognized an error of omitting material costs for the railing. Milbach submitted Change Order 1 for \$28,843.85 to correct this omission.

All bidders were notified and were given an opportunity to review their bids. They accepted the Milbach Construction late submission for Change Order approval.

Fiscal Impact: The Change Order of \$28,843.85 is within the project budget.

Recommendation/Committee Action: Please approve change order #1 to Milbach Construction for \$28,843.85 as referenced in the contract and action item for material cost of the railing omitted in error.

Respectfully Submitted,

John McDonald – Parks, Recreation, & Forestry



November 10, 2022

Village of Little Chute
Attn: Laurie Decker, Clerk
108 W. Main Street
Little Chute, WI 54140

Re: Village of Little Chute
2022 Pedestrian Bridges & Trail
Change Order #1
McM. No. L0001-09-22-00108

Dear Laurie:

Enclosed herewith is Change Order #1 for the above referenced project. This change is an increase to the Contract in the amount of \$28,843.85. The current Contract Price is \$272,354.19.

Please review and sign in the space provided. Return all copies to our office. We will obtain the Contractor's signature and distribute accordingly.

Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.

A handwritten signature in blue ink that reads "Nicholas A. Vande Hey".

Nicholas A. Vande Hey, PE
Vice President / Sr Municipal & Water Resources Engineer

NAV:car

Enclosure: Change Order #1



1445 MCMAHON DRIVE P.O. BOX 1025
NEENAH, WI 54956 NEENAH, WI 54957-1025

TELEPHONE: 920.751.4200
FAX: 920.751.4284

CHANGE ORDER

MILBACH CONSTRUCTION SERVICES CO.
2651 Northridge Drive
Kaukauna, WI 54130

Contract No.	<u>L0001-09-22-00108</u>
Project File No.	<u>L0001-09-22-00108</u>
Change Order No.	<u>One (1)</u>
Issue Date:	<u>November 10, 2022</u>
Project:	<u>Village of Little Chute</u>
	<u>2022 Pedestrian Bridges & Trails</u>

You Are Directed To Make The Changes Noted Below In The Subject Contract:

	(Item Description)	(Price)
1.1	Material Cost for Abutment Railing (Guard Rail Top, Bottom, Balusters and Wood Posts)..... ADD	+ \$28,843.85
	TOTAL	+ \$28,843.85

The Changes Result In The Following Adjustments:

	CONTRACT PRICE	TIME
Prior To This Change Order	\$243,510.34	- days
Adjustments Per This Change Order	+ \$28,843.85	0 days
Current Contract Status	\$272,354.19	- days

Recommended:

McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

Accepted:

**MILBACH CONSTRUCTION
SERVICES CO**

Authorized:

VILLAGE OF LITTLE CHUTE
Wisconsin

By:

Date: 11.10.2022

By:

Date:

By:

Date:

- ☐ OWNER Copy
☐ CONTRACTOR Copy
☐ ENGINEER Copy (Contract Copy)
☐ FILE COPY

Four (4) Copies Should Accompany This Change Order
Execute And Return To ENGINEER For Distribution