



AGENDA

REGULAR BOARD MEETING

PLACE: Little Chute Village Hall
DATE: Wednesday, March 6, 2024
TIME: 6:00 p.m.

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

Join Zoom Meeting: <https://us06web.zoom.us/j/89987718475>

Meeting ID: 899 8771 8475

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 February 21, 2024
- 2. Disbursement List
- 3. Adopt Resolution No. 4, Series 2024 DOT Land Sale

H. Discussion/Action —Award Bid for Evergreen Dr. Reconstruction and Utilities

I. Discussion/Action —Special Event Permit for Cedars Project

J. Discussion/Action — Park Construction Budget Adjustment

K. Discussion/Action—Liquor License Approval for Bent Nock Archery, LLC

L. Discussion/Action —LCCAN Update

M. Department and Officers Progress Report

N. Call for Unfinished Business

O. Items for Future Agenda

P. Closed Sessions:

(a) 19.85(1)(e) Wis. Stats. Deliberations or negotiations on the purchase of public properties, investing of public funds or conducting other specific public business when competitive or bargaining reasons require a closed session. *Two (2) Economic Development Items*

Q. Adjournment

Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made with as much advance notice as possible to the Clerk's Office at 108 West Main Street, (920) 423-3852, [email: Laurie@littlechutewi.org](mailto:Laurie@littlechutewi.org) Prepared: March 1, 2024

MINUTES OF THE REGULAR BOARD MEETING OF FEBRUARY 21, 2024

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
Bill Peerenboom, Trustee
David Peterson, Trustee
John Elrick, Trustee
Brian Van Lankveldt, Trustee
Larry Van Lankveldt, Trustee
Don Van Deurzen, Trustee

Roll call of Officers and Department Heads

PRESENT: Beau Bernhoft, Administrator
Laurie Decker, Village Clerk
Lisa Remiker-DeWall, Finance Director
John McDonald, Director of Parks, Rec and Forestry
Kent Taylor, Director of Public Works
Duane Nechodom, Fire Chief
Dave Kittel, Community Development Director
Tyler Claringbole, Village Attorney
Dan Meister, Fox Valley Metro Police Chief
Megan Kloeckner, Library Director

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 Regular Board Meeting of February 7, 2024
2. Disbursement List
3. Special Event Permit for Pints on the Plaza and Pints in the Park
4. Adopt Resolution No. 2, Series 2024 Approving a CSM for 1600 E. North Ave

Moved by Trustee L. Van Lankveldt, seconded by Trustee B. Van Lankveldt to Approve the Consent Agenda as presented.
Ayes 7, Nays 0 – Motion Carried

MOU for HOVMSD Interceptor Project

Administrator Bernhofst presented an MOU for the Heart of the Valley Metro Sewer District Interceptor Project, this will temporarily affect Village property along the Fox River. Staff and legal have reviewed and agreed to the terms. The Utilities commission has reviewed and recommended approval. Trustee Elrick asked about start dates and documentation on conditions of roads/asphalt. Director Taylor stated it would start this spring and the engineer for the project will document and if not, Village staff will go out and document conditions.

Moved by Trustee B. Van Lankveldt, seconded by Trustee L. Van Lankveldt to approve the MOU as presented.

Discussion/Action – Adopt Ordinance No. 03, Series 2024 a CSM for 411 Vandenbroek St

Director Kittel presented a CSM for 411 Vandenbroek St, properties owned by St. Johns. Combining multiple parcels into two lots for simplicity and more flexibility for the church in the future. This was approved by the Plan Commission and recommended for approval by the Board. Staff recommend approval of the CSM.

Moved by Trustee L. Van Lankvelt, seconded by Trustee Van Deurzen to Adopt Ordinance No. 03, Series 2024 as Presented.

Roll Call Vote

Mike Vanden Berg	Aye
John Elrick	Aye
Larry Van Lankvelt	Aye
Dave Peterson	Aye
Bill Peerenboom	Aye
Brian Van Lankveldt	Aye
Don Van Deurzen	Aye

Ayes 7, Nays 0 – Motion Carried

Discussion/Action – Fire Station Design and Engineering RFP Selection

Administrator Bernhoft thanked all the firms and review selection team for the time spent on this project. In attendance to answer questions are the firms: SEH, Wendel, Kellar, Cedar Corp and McMahan. Focus should be on the proposal and recommendation from the review committee. The firms are available for questions. The fire station review team has analyzed all the proposals, ranked them and interviewed the top two firms. The final vote from the team was 5 for Wendel, with 3 voting for SEH, noted Fire Department Representatives were 2 of the votes for SEH. Timelines, a brief history and methods used to determine top firms for the project were presented. The team agreed Wendell and SEH were the top two based on the proposals, they went through an interview process to discuss level of detail. The review team selected Wendel Five Bugles Design, a fire station specific design firm.

Trustee Van Deurzen asked who selected the review board and why Trustee Elrick, who has the most experience, was not included on this team. Administrator Bernhoft stated he selected the individuals on the team and the Board representative was President Vanden Berg. Van Deurzen stated this is Trustee Elrick's area of expertise and he should have been included and is not happy with the decision. He further asked if all the firms were asked the same questions. Administrator Bernhoft stated the interview process was limited to the top two firms and they were asked specific interview questions which were included in the packet. Van Deurzen stated he requested Keller's responses, which were then sent to the board closer to the meeting. He requested clarification on why the two most expensive firms were selected when the answers in the RFP were all very similar. Bernhoft stated the review team looked over all the proposals, scored them and discussed what they can provide to our organization. The top two firms provided the most detail on what they can do for the Village of Little Chute, their approach and provided examples of fire stations completed. They understand the high cost but felt the level of detail and professional expertise would bring a fire station that fits our community and last a long time. Van Deurzen stated frustration that all the firms are able to build exactly what we want them to build, and if Keller can do it cheaper why would we spend \$140,000 more on other firms for design alone. Other communities have used Keller and are very happy with the attention to detail. All firms are capable and what justifies the extra cost for one firm over others. Administrator Bernhoft stated in his opinion it came down to the level of detail put into the proposal, the costs were discussed in great detail, the team felt firms recommended were very thorough and provided great detail on the proposals and interview process.

Trustee L. Van Lankvelt stated his concern over the Fire Chief and Assistant Fire Chief preferring SEH over Wendell and their consideration should be considered heavily on the decision. Administrator Bernhoft agreed and noted this was included in the IFC. This is simply a recommendation and ultimately the Board's decision. Fire Chief Nechodom agreed both recommended firms would do a good job, the Fire Department created a committee and they all feel SEH would do a better job. SEH took the time with the fire department to get to

know their needs, wants, and what their issues are. Trevor Frank, SEH, is local and would provide personal experience in the fire station. The fire department has a good track record with SEH and appreciate the time they took to sit down with them, no other firms did this. His recommendation is to use SEH.

Trustee Van Deurzen asked what type of surprises might come up on the design. Administrator Bernhoft stated costs may go up, the scope may change, material inflation could all play a role in the cost. Van Deurzen stated all the firms will face this issue and what sets the higher cost firms apart from the lower bids. He felt Keller wasn't given a proper review. All firms are good but what justifies the extra cost, over \$138,000.

Trustee B. Van Lanveldt pointed out some of the firms estimates were "ALL IN", McMahon for example did not include additional services so that price could go up. Trevor Frank, SEH stated the "all In" costs were based on what we know today and that would be the total costs and all in on the design. Van Deurzen followed up with the same question to Keller, Kelly Claflin, Keller, stated their price \$300,000 is all in guaranteed not a penny more.

Trustee Elrick stated he personally doesn't see the value of the extra \$138,000 costs. When reviewing the proposals between Keller and SEH he sees the same items listed and included. He would like more information on internal resources and staff time used outside of the Fire Department. Administrator Bernhoft stated while the review team met additional information could be needed by Public Works and Community Development, the recommended firms addressed this ahead of time and that is where the value comes in. Elrick stated all firms would have the same questions, all of which would be provided by staff regardless. He is having a hard time understanding how Wendel would be able to stay under the budget based on cost per square foot. He is not in favor of spending the extra money on the design. There is a benefit to having the construction partner and designer together, which was discussed before the RFP went out. Robert Krzyzanowski, Wendel, stated they are also able to provide construction management services and have done so for several communities, they act as advisors, handle contracts ect.

Trustee Peerenboom stated he is in agreement with Trustee Van Deurzen and cannot justify the extra cost for the same service. He does not see a difference in the scope of work and does not understand why we would even consider spending the additional \$138,000.

Administrator Bernhoft wanted to remind the board the review selection team went through the process and brought the recommendation to the board but ultimately it is the board's decision. They provided the information for the board and wanted to hear feedback from the board.

Director Kittel, a member of the review team, stated the price was a factor but not the largest in the review process. According to the scale used, it was one of the smallest factors when ranking the firms. They looked at overall experience and capability in the specific area of fire departments and public safety buildings. When viewed from that scope SEH and Wendel, specialize in this and they are able to provide a high-level product in this specific area. That is how they came to the recommendation. Price was a minimal factor for the review process. When reviewing it became clear these two firms can build fire stations at a very high level and provide additional insight into the building that can be very beneficial to the Village. For example, designing unique training areas. This same level was not seen/presented in the other firms. These additional amenities and items provided by these two firms make up for the additional costs in the design area. Kelly Claflin, Keller, responded stating they do a lot of training facilities and have the same capabilities, they just did not have the opportunity to express that in the interview, as they were not invited to an interview. Director Kittel stated his examples did not come out of the interview process but the paper review from the RFPs themselves. They were only able to review what was submitted to them from the RFPs.

Assistant Chief Vanden Heuvel stated the committees came up with their recommendations based on the information they had at the time. He raised concerns on working with a design firm that designs it, handles the subcontractors and construction everything is very transparent, and both firms recommended were very transparent and that is why they were chosen.

Trustee Peterson stated he carefully reviewed all the documents. He would like to acknowledge all the people who served on the team and thank them for the time put in. Their recommendation should not be totally disregarded which is what he is hearing. They are very knowledgeable on the firms and process. We created the review selection team for a reason and should value their recommendation.

Trustee Elrick stated he is agreement and thanks the team for their time and effort. However, it is still the Boards job to validate the extra money being spent on the design and with that he will not be supporting the

recommendation.

President Vanden Berg stated he was on the committee, without looking at price, the two top firms did rise to the top. He feels there is value in the level of experience the two top firms have, and we will recoup costs in the build and design phase.

Trustee L. Van Lankvelt stated we have already stuck \$10 grand into the space needs study, if the committee feels this is the best way to go, he would support their recommendation.

Trustee Van Deurzen disagrees, we should make a wise decision and should interview with Keller like the other firms had. Should the committee determine they are not worth it, he would accept that 100% but feels with the cost difference they deserve an interview. Trustee Peterson stated it is too late for that, everything presented is on public record, Keller would have all the information and are aware of all the answers and able to duplicate what others said. Administrator Bernhoft stated all the proposals were reviewed in depth, the review selection team decided to interview the top two based on the information they provided in the proposals. It was up to the firms to provide the level of detail that would ensure they were capable of designing the station to our standards. Trustee Peerenboom stated concerns over Keller's price guarantee and what exactly was presented by Keller. Director Kittel stated the proposal received by Keller did not contain a guarantee, none of the proposals had a guarantee. As a steward of the taxpayers money he would have to go with what saves the most money if all the firms are qualified. We have seen Keller's work in other municipalities and does not see why we would spend the extra \$140,000 to go with SEH. President Vanden Berg stated the committee saw the value in the two firms recommended that offset the price difference.

Trustee Van Lankvelt stated he feels this is coming down to the best pictures and salesman. President Vanden Berg stated the committee would disagree with that statement, all firms put great effort into the proposals.

Assistant Chief Ryan Vanden Heuvel acknowledged the need to look out for the taxpayers however, when looking at the proposals they looked at design and the most experience with fire stations. Looking at what the firms offered and presented and that is how the committee came to their conclusion. The price wasn't the top factor, the quality of past projects and experience. As a fire department they did a lot of touring different stations. They toured stations built by all the different firms and spoke with people who worked directly with the firms, all had good responses. Being on the committee it was a difficult decision; they based their decision on what the firms can offer the Village of Little Chute fire department. Chief Nechodom stated when reviewing the firms, he looked at seven categories that are very important to the department: hot, warm, and cold zone, meeting room, storage, drive through, decon rooms and in-house training. It is his opinion the two firms recommended by the committee, specifically SEH has what this department needs to protect 47 fire men with these seven items. That is what he based his recommendation on. The relationship they have with SEH with the previous space needs study.

Trustee B. Van Lankveldt agreed with Chief, however he hears the points but does not hear what the extra \$138,000 justifies that other firms can't do.

This decision does not need to be made today, it can be tabled and brought back at a Committee of the Whole or in closed session. Trustee Peterson feels there is no need to hold off on this decision and enough information has been provided.

Robert Kryzanowski, Wendell, suggested all firms come back and give presentations to the entire Board. The committee viewed them and they would also like to present to the board so they have all the information and learn more.

Heidi Schmidt, a member of the review selection team, thanked the board for their feedback and process tonight but asked what the board sees as the vision of the work done by the review selection team if this recommendation is not being entertained. Trustee Peerenboom stated this comes down to the Village Board to decide if the extra money is worth the service the committee recommends and in this case, it isn't worth the extra money. All firms are qualified. This is too great of a monetary difference for him to accept. Trustee Van Deurzen stated the committee did come back with great information, but they are looking at the value of the firms.

President Vanden Berg asked if additional presentations would be beneficial to the board along with the committee. Trustee Peterson stated he wouldn't mind the presentations, but we have established they are all qualified and it is coming down to money, nothing will be gained by additional presentations and recommend taking action tonight.

Trustee Elrick stated based on the costs per square foot, he does not have a lot of confidence they will get a facility designed based on our budget with the top two firms recommended. He is concerned about the final numbers of the construction not the design. President Vanden Berg does not agree with that statement. The firms will work with the budget given.

Moved by Trustee B. Van Lankveldt, seconded by Trustee Peerenboom award the contract to Keller for the design of the fire station.
Ayes 4, Nays 3 (Vanden Berg, Peterson, L. Van Lankveldt) – Motion Carried

Department and Officer Reports

Department Heads and Officers provided progress reports to the Board.

Call of Unfinished Business

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. *Two (2) Economic Development Items*

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

Moved by Trustee Elrick, seconded by Trustee Peterson to Enter into Closed Session at 7:36 p.m.
Ayes 7, Nays 0 – Motion Carried

Return to Open Session

Moved by Trustee Van Deurzen, seconded by Trustee Peterson to Exit Closed Session at 8:17 p.m.
Ayes 7, Nays 0 – Motion Carried

Potential Action – Sale of Land

Moved by Trustee Elrick, seconded by Trustee Van Daurzen for staff to draft a resolution for the sale of land to the DOT for \$37,100
Ayes 7, Nays 0 – Motion Carried

Adjournment

Moved by Van Daurzen, seconded by Trustee Elrick to Adjourn the Regular Board meeting at 8:17 p.m.
Ayes 7, Nays 0 – Motion Carried

VILLAGE OF LITTLE CHUTE

By: _____
Michael R. Vanden Berg, Village President

Attest: _____
Laurie Decker, Village Clerk

Disbursement List -March 6, 2024

Payroll & Payroll Liabilities - February 29, 2024	\$246,606.76
Payroll & Payroll Liabilities -	

Prepaid Invoices - February 16,2024	\$3,205,338.19
Prepaid Invoices - February 23, 2024	\$73,789.07
Prepaid Invoices - February 29, 2024	\$75.61

CURRENT ITEMS

Bills List - March 6, 2024	\$105,897.02
----------------------------	---------------------

Total Payroll, Prepaid & Invoices	\$3,631,706.65
--	-----------------------

The above payments are recommended for approval:

Rejected: _____

Approved: March 6, 2024

Michael R Vanden Berg, Village President

Laurie Decker, Clerk

Report Criteria:

Invoice Detail.Voided = {=} FALSE

Invoice	Description	Total Cost	Period	GL Account
AL HARDWARE COMPANY				
283666	MSB TV	62.54	02/24	101-53310-218
283673	MSB TV	9.99	02/24	101-53310-218
283679	MSB TV	7.12	02/24	101-53310-218
283750	TOOLS TO REPAIR GARBAGE CANS	4.59	02/24	201-53620-218
283753	SHOP TOOLS	87.96	02/24	101-53330-218
283755	BUTTON BATTERIES	7.99	02/24	207-52120-218
283779	GLUE, TRIM SCREWS, ADHSV	24.57	02/24	206-55110-242
Total AL HARDWARE COMPANY:		204.76		
AMERICAN FIDELITY ASSURANCE				
D696765	MARCH 2024 VOLUNTARY BENEFITS	2,058.42	03/24	101-21367
Total AMERICAN FIDELITY ASSURANCE:		2,058.42		
APPLETON TROPHY & ENGRAVING				
44862	BLUE BEVELED IMPRESS ARYLIC	99.01	02/24	101-51960-211
44992	NAMETAGS VALLAFSKEY	24.00	02/24	207-52120-212
Total APPLETON TROPHY & ENGRAVING:		123.01		
ARCHIVE SOCIAL LLC				
291076	SOCIAL MEDIA ARCHIVING SUBSCRIPTION 3/4/24	2,838.60	03/24	404-57190-208
Total ARCHIVE SOCIAL LLC:		2,838.60		
ARING EQUIPMENT CO INC				
900125	#19 WINDOW LATCH	97.65	02/24	101-53330-225
900125	#26 FUEL INJECTOR & SEALING WASHERS	572.08	02/24	101-53330-225
Total ARING EQUIPMENT CO INC:		669.73		
ASSOCIATED APPRAISAL CONSULTANTS				
173114	ASSESSMENT SERVICES - MARCH	2,041.67	03/24	101-51530-204
173114	ONLINE PARCEL POSTING - MARCH	93.59	03/24	101-51530-208
Total ASSOCIATED APPRAISAL CONSULTANTS:		2,135.26		
ASTRO HYDRAULICS INC				
77602	PLOW CYLINDAR REPAIR #7	662.80	02/24	101-53330-204
776021	REPAIR MOTOR #46	356.51	02/24	101-53330-204
Total ASTRO HYDRAULICS INC:		1,019.31		
ATLAS OUTFITTERS				
14997	WATER RESCUE GEAR	3,430.00	02/24	101-52200-213
Total ATLAS OUTFITTERS:		3,430.00		
AUTOMOTIVE SUPPLY CO				
60985272	BATTERY #160	78.45	02/24	101-53330-225

Invoice	Description	Total Cost	Period	GL Account
Total AUTOMOTIVE SUPPLY CO:		78.45		
AUTOZONE				
1973833389 WIPER BLADES SQUAD 99		17.24	02/24	207-52120-247
Total AUTOZONE:		17.24		
BATTERIES PLUS LLC				
P70324722 BATTERIES		98.64	02/24	101-52200-218
Total BATTERIES PLUS LLC:		98.64		
CELLCOM				
969043 ACCT 009-15195429 FEB/MAR CRADLE POINT SV		475.23	02/24	207-52120-203
Total CELLCOM:		475.23		
CINTAS				
4183699729 RUGS & UNIFORMS		12.36	02/24	101-53330-213
4183699729 RUGS & UNIFORMS		32.24	02/24	101-53330-218
4184410188 RUGS & UNIFORMS		12.36	02/24	101-53330-213
4184410188 RUGS & UNIFORMS		32.24	02/24	101-53330-218
Total CINTAS:		89.20		
CONSUMER REPORTS				
20924 SUBSCRIPTI MAGAZINE SUBSCRIPTION EXP APR 2025		29.00	02/24	206-55110-207
Total CONSUMER REPORTS:		29.00		
EIS IMPLEMENT INC				
267335 DRIVE SHAFT #155		93.40	02/24	101-53330-225
Total EIS IMPLEMENT INC:		93.40		
ELECTION SYSTEMS & SOFTWARE				
2078255 4 - ADA EXPRESS VOTE MACHINES		15,800.00	02/24	101-51440-221
Total ELECTION SYSTEMS & SOFTWARE:		15,800.00		
FIRE SERVICES PLUS LLC				
2062071 FIRE EXTINGUISHER RECHARGE		40.50	02/24	207-52120-213
Total FIRE SERVICES PLUS LLC:		40.50		
FIRELINE SPRINKLER LLC				
6007241 QTRLY FIRE SPRINKLER INSPECTION		140.00	02/24	101-53310-204
Total FIRELINE SPRINKLER LLC:		140.00		
FOX VALLEY METROLOGY				
611019 SOUND METER RECALIBRATION		150.10	02/24	207-52120-205
Total FOX VALLEY METROLOGY:		150.10		

Invoice	Description	Total Cost	Period	GL Account
HARLOW, DONNA				
EXPRPT0206324	REIMBURSE-STICKERS FOR REC PROGRAMS	7.90	02/24	101-55300-218
	Total HARLOW, DONNA:	7.90		
KERRY'S VROOM SERVICE INC				
10251	OIL CHANGE #182	55.93	02/24	207-52120-247
10254	OIL, DOOR TUMBLER REPLACEMENT, SQUAD 84	142.92	02/24	207-52120-247
10256	MULTI SWITCH REPLACEMENT & DIAGNOSTICS S	256.87	02/24	207-52120-247
10258	OIL CHANGE AXLE SHAFT REPLACEMENT	669.97	02/24	207-52120-247
10260	OIL CHANGE #121	55.93	02/24	207-52120-247
10261	OIL CHANGE #123	49.08	02/24	207-52120-247
10262	OIL CHANGE #122	55.93	02/24	207-52120-247
	Total KERRY'S VROOM SERVICE INC:	1,286.63		
MARCO INC				
35963476	COPIER LEASE & COLOR COPIES	351.67	02/24	207-52120-207
	Total MARCO INC:	351.67		
MATTHEWS TIRE				
307772	FLAT TIRE REPAIR SQUAD 92	45.76	02/24	207-52120-247
	Total MATTHEWS TIRE:	45.76		
MBM				
5038336	COPIER LEASE/METER CHARGE	173.83	02/24	206-55110-225
	Total MBM:	173.83		
MCCLONE				
11768	2023 PREMIUM YEAR AUDIT	9,864.00	13/23	101-51900-230
11768	2023 PREMIUM YEAR AUDIT	962.00	13/23	201-53620-230
11768	2023 PREMIUM YEAR AUDIT	684.00	13/23	204-55420-230
11768	2023 PREMIUM YEAR AUDIT	953.00	13/23	610-53614-230
11768	2023 PREMIUM YEAR AUDIT	1,521.00	13/23	630-53444-230
11768	2023 PREMIUM YEAR AUDIT	495.00	13/23	620-53924-230
11768	2023 PREMIUM YEAR AUDIT	3,414.00	13/23	207-52120-230
11768	2023 PREMIUM YEAR AUDIT	4,361.00-	13/23	101-52250-230
	Total MCCLONE:	13,532.00		
MENARDS - APPLETON EAST				
52432	SUPPLIES	39.36	02/24	207-52120-242
52434	PARTS TO REPAIR CHIPPER BOX	378.37	02/24	101-55440-247
52491	PARTS TO REPAIR CHIPPER BOX	124.05	02/24	101-55440-247
52532	PARTS TO REPAIR CHIPPER BOX	35.96	02/24	101-55440-247
52672	PARTS TO REPAIR CHIPPER BOX	60.91	02/24	101-55440-247
52722	TROWEL, BUCKET SCOOP & SCRAPER, SQ NOTC	36.35	02/24	101-51650-244
	Total MENARDS - APPLETON EAST:	675.00		
NOW YOGA AND WELLNESS LLC				
21324REVISED	YOGA CLASSES BALANCE 1/29-2/12/24	75.00	02/24	208-52900-204
22724	YOGA CLASSES 2/15, 2/19 & 2/26/24	150.00	02/24	208-52900-204

Invoice	Description	Total Cost	Period	GL Account
Total NOW YOGA AND WELLNESS LLC:		225.00		
O'REILLY AUTOMOTIVE INC				
2043-422951 FUEL FILTER #6		33.28	02/24	101-53330-225
2043-428692 TRUCK CLEANER		81.95	02/24	101-52200-218
2043-428711 CHAIN FOR STRUTS ON 21		108.33	02/24	101-52200-218
2043-430701 SHOP DRAIN PAN		11.45	02/24	101-53330-218
Total O'REILLY AUTOMOTIVE INC:		235.01		
OUTAGAMIE COUNTY HIGHWAY DEPT				
1020496 CTH "OO" AND FRENCH INTERSECTION		47,620.52	13/23	452-51231-263
Total OUTAGAMIE COUNTY HIGHWAY DEPT:		47,620.52		
PLAYAWAY PRODUCTS				
453912 DIGITAL BOOKS		56.99	02/24	206-55110-210
Total PLAYAWAY PRODUCTS:		56.99		
PRIMADATA LLC				
MARCH 2024 MARCH POSTCARD POSTAGE		300.00	03/24	201-53620-226
MARCH 2024 MARCH POSTCARD POSTAGE		300.00	03/24	610-53613-226
MARCH 2024 MARCH POSTCARD POSTAGE		300.00	03/24	620-53904-226
MARCH 2024 MARCH POSTCARD POSTAGE		300.00	03/24	630-53443-226
Total PRIMADATA LLC:		1,200.00		
R.N.O.W. INC				
2024-69368 SWITCHES #81		748.72	02/24	101-53330-225
2024-69381 BARREL SENSOR #81		102.71	02/24	101-53330-225
2024-69394 CYLINDER #6		2,979.92	02/24	101-53330-225
Total R.N.O.W. INC:		3,831.35		
RADKA, AARON				
EXPRPT021024 MEALS - BALLISTIC SHIELD TRAINING		52.00	02/24	207-52120-201
Total RADKA, AARON:		52.00		
REINDERS INC				
2721758 BACKPACK SPRAYER STORM PONDS		502.17	02/24	630-53441-218
Total REINDERS INC:		502.17		
SCHAEFER, HEATHER				
21924ARTCLASS PAYOUT 6 PEOPLE FOR 2/19/24 ART CLASS		120.00	02/24	101-55300-204
Total SCHAEFER, HEATHER:		120.00		
STAPLES ADVANTAGE				
8073241834 OFFICE SUPPLIES & COPY PAPER		75.73	02/24	207-52120-206
8073241834 GLOVES		267.70	02/24	207-52120-213
Total STAPLES ADVANTAGE:		343.43		

Invoice	Description	Total Cost	Period	GL Account
US POSTMASTER				
2024 PRESORT	ANNUAL 2024 PRESORT FEE-PERMIT #27	320.00	02/24	101-51650-226
Total US POSTMASTER:		320.00		
VERMEER WISCONSIN				
30107037	#18 KNIFE SHARPENING	50.00	02/24	101-53330-225
30107206	SAFETY SWITCH #18	131.48	02/24	101-53330-225
Total VERMEER WISCONSIN:		181.48		
VILLAGE OF COMBINED LOCKS				
MAR 2024	PROPERTY STORAGE AREA MONTHLY LEASE-M	790.67	03/24	207-52120-204
Total VILLAGE OF COMBINED LOCKS:		790.67		
VILLAGE OF LITTLE CHUTE				
2023 BUCHANAN	2023 BUCHANAN CONCRETE PAVING & UTILITY P	1,376.76	13/23	101-53300-204
Total VILLAGE OF LITTLE CHUTE:		1,376.76		
VON BRIESEN & ROPER S.C.				
450814	LEGAL SERVICES	138.00	02/24	207-52120-262
Total VON BRIESEN & ROPER S.C.:		138.00		
WEGAND, SCOTT				
EXPRPT022424	CDL LICENSE REIMBURSEMENT	40.00	02/24	101-53310-213
Total WEGAND, SCOTT:		40.00		
WISCNET				
21654	WISCNET FEE FOR NETWORK ACCESS SERVICE	1,650.00	02/24	207-52120-204
21654	WISCNET FEE FOR NETWORK ACCESS SERVICE	1,650.00	02/24	404-57190-204
Total WISCNET:		3,300.00		
Grand Totals:		105,897.02		

Report GL Period Summary

Vendor number hash: 215976
 Vendor number hash - split: 283990
 Total number of invoices: 70
 Total number of transactions: 86

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	105,897.02	105,897.02
Grand Totals:	105,897.02	105,897.02

Terms Description	Invoice Amount	Net Invoice Amount
-------------------	----------------	--------------------

Report Criteria:Invoice Detail.Voided = {=} FALSE

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
2024 MISC REFUNDS (5482)							
2604410210224	Invoi	REFUND OF ESCROW FUNDS APPLIED TO SPECI	44.87	Open	Non	02/24	101-14301
Total 2024 MISC REFUNDS (5482):							
			44.87				
2024 UTILITY REFUNDS (5485)							
1-702535-04	Invoi	FINAL DUPLICATE 3621 CHERRYVALE C#7	25.87	Open	Non	02/24	001-15000
1-703345-05	Invoi	FINAL DUPLICATE 3628 CHERRYVALE D10	25.87	Open	Non	02/24	001-15000
Total 2024 UTILITY REFUNDS (5485):							
			51.74				
AMERICAN FIDELITY ASSURANCE (4885)							
2382745B	Invoi	2/29/24 FLEX	2,060.66	Open	Non	02/24	101-21368
Total AMERICAN FIDELITY ASSURANCE (4885):							
			2,060.66				
APPLETON AREA SCHOOL DISTRICT (868)							
021524	Invoi	FEBRUARY TAX SETTLEMENT	57,253.98	Open	Non	02/24	803-23150
Total APPLETON AREA SCHOOL DISTRICT (868):							
			57,253.98				
FOX VALLEY TECHNICAL COLLEGE (1775)							
021524	Invoi	FEBRUARY TAX SETTLEMENT	268,238.44	Open	Non	02/24	803-23150
Total FOX VALLEY TECHNICAL COLLEGE (1775):							
			268,238.44				
KAUKAUNA AREA SCHOOL DISTRICT (235)							
021524	Invoi	FEB TAX SETTLEMENT	591,863.20	Open	Non	02/24	803-23150
Total KAUKAUNA AREA SCHOOL DISTRICT (235):							
			591,863.20				
LITTLE CHUTE AREA SCHOOL DIST (265)							
021524	Invoi	FEBRUARY TAX SETTLEMENT	1,723,760.02	Open	Non	02/24	803-23150
Total LITTLE CHUTE AREA SCHOOL DIST (265):							
			1,723,760.02				
OUTAGAMIE COUNTY TREASURER (486)							
21524	Invoi	FEBRUARY TAX SETTLEMENT	1,039,315.71	Open	Non	02/24	803-23150
21524	Invoi	DRAINAGE DISTRICT SPECIALS	6,447.84	Open	Non	02/24	803-23150
21524	Invoi	COUNTY CREDIT CARD COLLECTIONS	494,197.67-	Open	Non	02/24	803-23150
Total OUTAGAMIE COUNTY TREASURER (486):							
			551,565.88				
TIME WARNER CABLE (89)							
02/24 16087	Invoi	FEB/MAR SERVICE	164.67	Open	Non	02/24	101-51650-203
02/24 86460	Invoi	FEB/MAR SERVICE	216.78	Open	Non	02/24	101-51650-203
Total TIME WARNER CABLE (89):							
			381.45				
U.S. BANK (5015)							
02/24 59455565491	Invoi	HANDWARMERS 120 PAIRS	75.95	Open	Non	02/24	101-52200-213
02/24 59455565491	Invoi	COPY PAPER	39.99	Open	Non	02/24	101-51650-206
02/24 59455565491	Invoi	OFFICE SUPPLIES	22.99	Open	Non	02/24	101-52200-206
02/24 59455565491	Invoi	WINTER CODE UPDATE	250.00	Open	Non	02/24	101-52050-201
02/24 59455565491	Invoi	ENVELOPE MOISTENER	9.02	Open	Non	02/24	101-51650-206
02/24 59455565491	Invoi	BATTERIES	23.13	Open	Non	02/24	101-51650-206
02/24 59455565491	Invoi	SYMPATHY GIFTS	13.99	Open	Non	02/24	101-52200-219

Input Dates: 2/16/2024 - 2/16/2024

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
02/24 59455565491	Invoi	INK CARTRIDGE	130.99	Open	Non	02/24	101-51420-206
02/24 59455565491	Invoi	KEYBOARD	59.99	Open	Non	02/24	101-51420-206
02/24 59455565491	Invoi	STAPLE PULLER	6.99	Open	Non	02/24	101-51420-206
02/24 59455565491	Invoi	WHITE OUT	14.99	Open	Non	02/24	101-51650-206
02/24 59455565491	Invoi	ZOOM PRO MONTHLY FEE	15.99	Open	Non	02/24	101-51440-208
02/24 59455565491	Invoi	FLOWERS	31.40	Open	Non	02/24	101-51960-208
02/24 59455565491	Invoi	POSTAGE	6.12	Open	Non	02/24	206-55110-226
02/24 59455565491	Invoi	A/V	225.04	Open	Non	02/24	206-55110-210
02/24 59455565491	Invoi	BOOKS	20.91	Open	Non	02/24	206-55110-206
02/24 59455565491	Invoi	SUPPLIES	11.05	Open	Non	02/24	206-55110-218
02/24 59455565491	Invoi	BOOKS	17.59	Open	Non	02/24	206-55110-206
02/24 59455565491	Invoi	SPECIAL COLL	35.94	Open	Non	02/24	206-55110-213
02/24 59455565491	Invoi	DOOR STOPPERS	6.49	Open	Non	02/24	206-55110-218
02/24 59455565491	Invoi	DOOR STOPPERS	6.49-	Open	Non	02/24	206-55110-218
02/24 59455565491	Invoi	SUPPLIES	11.05	Open	Non	02/24	206-55110-218
02/24 59455565491	Invoi	SUPPLIES	46.36	Open	Non	02/24	206-55110-213
02/24 59455565491	Invoi	SPECIAL COLL	15.89	Open	Non	02/24	206-55110-213
02/24 59455565491	Invoi	A/V	153.20	Open	Non	02/24	206-55110-210
02/24 59455565491	Invoi	PROGRAMS	56.00	Open	Non	02/24	206-55110-205
02/24 59455565491	Invoi	BOOKS	14.81	Open	Non	02/24	206-55110-206
02/24 59455565491	Invoi	PROGRAMS	35.62	Open	Non	02/24	206-55110-205
02/24 59455565491	Invoi	BOOKS	212.64	Open	Non	02/24	206-55110-206
02/24 59455565491	Invoi	A/V	19.99	Open	Non	02/24	206-55110-210
02/24 59455565491	Invoi	BOOKS	55.93	Open	Non	02/24	206-55110-206
02/24 59455565491	Invoi	NEW HIRE	29.95	Open	Non	02/24	206-55110-218
02/24 59455565491	Invoi	2024 WGFOA MEMBERSHIP DUES	25.00	Open	Non	02/24	101-51420-208
02/24 59455565491	Invoi	2024 WGFOA MEMBERSHIP DUES	25.00	Open	Non	02/24	101-51420-208
02/24 59455565491	Invoi	2024 WGFOA MEMBERSHIP DUES	150.00	Open	Non	02/24	101-51420-204
02/24 59455565491	Invoi	FUEL-SNOW	120.01	Open	Non	02/24	101-53330-217
02/24 59455565491	Invoi	FUEL-SNOW	117.00	Open	Non	02/24	101-53330-217
02/24 59455565491	Invoi	FUEL-TRACKLESS	71.45	Open	Non	02/24	101-53330-217
02/24 59455565491	Invoi	FUEL # 26	47.66	Open	Non	02/24	101-53330-217
02/24 59455565491	Invoi	CAR STEREO #80	34.50	Open	Non	02/24	101-53330-225
02/24 59455565491	Invoi	PARKS POLE SAW	204.59	Open	Non	02/24	101-55440-221
02/24 59455565491	Invoi	ENGINE FOR BRINE TRUCK #15	379.99	Open	Non	02/24	101-53330-225
02/24 59455565491	Invoi	FUEL - SNOW	27.75	Open	Non	02/24	101-53330-217
02/24 59455565491	Invoi	PLOW REPAIR #17	30.00	Open	Non	02/24	101-53330-225
02/24 59455565491	Invoi	PLOW FOR RAILROAD	528.00	Open	Non	02/24	101-53300-246
02/24 59455565491	Invoi	EVERGREEN DRIVE PHASE III	30.39	Open	Non	02/24	417-51216-204
02/24 59455565491	Invoi	ACTIVE SHOOTER	255.00	Open	Non	02/24	207-52120-201
02/24 59455565491	Invoi	WI NARCOTICS OFFICERS ASSOC - MAULICK	26.00	Open	Non	02/24	207-52120-208
02/24 59455565491	Invoi	WI NARCOTICS OFFICERS ASSOC - HIETPAS	26.00	Open	Non	02/24	207-52120-208
02/24 59455565491	Invoi	CASE LAW TRAINING - RADKA	225.00	Open	Non	02/24	207-52120-201
02/24 59455565491	Invoi	HOTEL - MAULICK/HIETPAS NARCOTICS TRAININ	154.91	Open	Non	02/24	207-52120-201
02/24 59455565491	Invoi	HOTEL MAULICK/HEITPAS NARCOTICS TRAINING	121.09	Open	Non	02/24	207-52120-201
02/24 59455565491	Invoi	K9 FOOD & SUPPLEMENTS	271.66	Open	Non	02/24	207-52120-236
02/24 59455565491	Invoi	REPLACEMENT MINTORS - CAPTAINS OFFICE	279.96	Open	Non	02/24	207-52120-221
02/24 59455565491	Invoi	HOTEL - RADKA BALLISTICS SHIELD TRAINING	180.00	Open	Non	02/24	207-52120-201
02/24 59455565491	Invoi	BALLISTICS SHEILD TRAINING - RADKA	400.00	Open	Non	02/24	207-52120-201
02/24 59455565491	Invoi	2024 CRIMEDEX LE SUBSCRIPTION	79.00	Open	Non	02/24	207-52120-208
02/24 59455565491	Invoi	2024 MID STATE ORGANIZED CRIME MEMBERSHI	200.00	Open	Non	02/24	207-52120-208
02/24 59455565491	Invoi	ROAD FLARES	155.80	Open	Non	02/24	207-52120-213
02/24 59455565491	Invoi	BADGE STICKERS	553.43	Open	Non	02/24	207-52120-218
02/24 59455565491	Invoi	BREACHING BAG	56.99	Open	Non	02/24	207-52120-218
02/24 59455565491	Invoi	BATTERIES	20.45	Open	Non	02/24	207-52120-218
02/24 59455565491	Invoi	AUTO SWITCH	45.65	Open	Non	02/24	207-52120-221
02/24 59455565491	Invoi	COFFEE FOR THE DEPARTMENT	78.88	Open	Non	02/24	207-52120-218

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
02/24 59455565491	Invoi	AED BATTERIES	82.86	Open	Non	02/24	207-52120-213
02/24 59455565491	Invoi	SAFE KIDS RECERTIFICATION TRAINING - BOUCH	55.00	Open	Non	02/24	207-52120-201
02/24 59455565491	Invoi	PARKING TICKETS SUSPENSIONS	9.18	Open	Non	02/24	207-52120-204
02/24 59455565491	Invoi	TRANSUNION	75.00	Open	Non	02/24	207-52120-204
02/24 59455565491	Invoi	WHISTLES & VEST - CROSSING GUARDS	42.97	Open	Non	02/24	101-52350-218
02/24 59455565491	Invoi	STOP SIGNS & SAFETY LIGHTS - CROSSING GUA	219.78	Open	Non	02/24	101-52350-218
02/24 59455565491	Invoi	2024 WATERSHED CONFERENCE	560.00	Open	Non	02/24	101-51415-201
02/24 59455565491	Invoi	WPRA CONFERENCE BREAKFAST - JOHN 1/31	13.01	Open	Non	02/24	101-52200-201
02/24 59455565491	Invoi	WPRA CONFERENCE ROOM FEE 2/2	357.00	Open	Non	02/24	101-52200-201
02/24 59455565491	Invoi	ISLAND PARK PORTABLES 12/19-1/15	415.50	Open	Non	02/24	101-55200-204
02/24 59455565491	Invoi	HEESAKKER PARK PORTABLES 12/19-1/15	207.75	Open	Non	02/24	101-52200-204
02/24 59455565491	Invoi	ANNUAL MEMBERSHIP - DONNA	150.00	Open	Non	02/24	101-55300-208
02/24 59455565491	Invoi	AIR FILTER & POST IT NOTES - LAURIE	40.94	Open	Non	02/24	101-51440-206
02/24 59455565491	Invoi	SILKY SAW REPLACEMENT BLADES FOR ZUBAT	129.98	Open	Non	02/24	101-55440-221
02/24 59455565491	Invoi	PRE AUDIT MEETING	64.43	Open	Non	02/24	101-52200-219
02/24 59455565491	Invoi	APPLE.COM	2.99	Open	Non	02/24	101-52200-204
02/24 59455565491	Invoi	AWARDS & RECOGNITION	474.77	Open	Non	02/24	101-52200-219
02/24 59455565491	Invoi	OFFICE SUPPLIES	21.06	Open	Non	02/24	101-52200-206
02/24 59455565491	Invoi	FIRST AID SUPPLIES	14.57	Open	Non	02/24	101-52200-206
02/24 59455565491	Invoi	3 PHASE VOLTAGE MONITOR	96.49	Open	Non	02/24	620-53634-255
Total U.S. BANK (5015):			9,617.95				
WARRANT PAYMENTS (4565)							
M24001484	Invoi	WARRENT REIMBURSEMENT - DARRICK SANGST	500.00	Open	Non	02/24	207-21495
Total WARRANT PAYMENTS (4565):			500.00				
Grand Totals:			3,205,338.19				

Report GL Period Summary

Vendor number hash: 34724
 Vendor number hash - split: 451941
 Total number of invoices: 13
 Total number of transactions: 98

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	3,205,338.19	3,205,338.19
Grand Totals:	3,205,338.19	3,205,338.19

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
AMPLITEL TECHNOLOGIES (4637)							
22865	Invoi	REPLACEMENT CRADLE POINT FOR SQUADS (13)	29,097.77	Open	Non	02/24	207-52120-248
Total AMPLITEL TECHNOLOGIES (4637):							
29,097.77							
AT& T (409)							
92078873810224	Invoi	JAN/FEB SERVICE	17.58	Open	Non	02/24	207-52120-203
92078873810224	Invoi	JAN/FEB SERVICE	52.73	Open	Non	02/24	101-53310-203
92078873810224	Invoi	JAN/FEB SERVICE	17.58	Open	Non	02/24	204-55420-203
92078873810224	Invoi	JAN/FEB SERVICE	17.58	Open	Non	02/24	101-53310-203
92078873810224	Invoi	JAN/FEB SERVICE	70.31	Open	Non	02/24	620-53924-203
92078873810224	Invoi	JAN/FEB SERVICE	52.73	Open	Non	02/24	206-55110-203
92078873810224	Invoi	JAN/FEB SERVICE	52.71	Open	Non	02/24	101-53310-203
Total AT & T (409):							
281.22							
BUILDING SERVICE INC (4436)							
170552	Invoi	CHAIR, BOOKCASE, DESK	6,530.01	Open	Non	02/24	206-55110-218
Total BUILDING SERVICE INC (4436):							
6,530.01							
CENGAGE LEARNING INC/GALE (5469)							
83855739	Invoi	BOOKS	47.98	Open	Non	02/24	206-55110-206
Total CENGAGE LEARNING INC/GALE (5469):							
47.98							
DELTA DENTAL OF WISCONSIN (33)							
2103167	Invoi	MAR 2024 DENTAL	6,741.39	Open	Non	02/24	101-21345
2103167	Invoi	MAR 2024 VISION	481.66	Open	Non	02/24	101-21366
Total DELTA DENTAL OF WISCONSIN (33):							
7,223.05							
KAUKAUNA UTILITIES (234)							
FEBRUARY 2024	Invoi	SAFETY CENTER ACCT 220140-02	608.57	Open	Non	02/24	207-52120-249
FEBRUARY 2024	Invoi	SAFETY CENTER ACCT 220140-02	405.71	Open	Non	02/24	101-52250-249
FEBRUARY 2024	Invoi	VILLAGE HALL PLAZA ACCT 211702-00	16.48	Open	Non	02/24	101-51650-249
FEBRUARY 2024	Invoi	VILLAGE HALL ACCT 212052-00	1,531.91	Open	Non	02/24	101-51650-249
FEBRUARY 2024	Invoi	CIVIC CENTER ACCT 211900-01	857.53	Open	Non	02/24	206-55110-249
FEBRUARY 2024	Invoi	MUNICIPAL POOL ACCT 162002-00	54.93	Open	Non	02/24	204-55420-249
FEBRUARY 2024	Invoi	BALLFIELD DPI/SHED LIGHTS ACCT 162120-00	103.71	Open	Non	02/24	101-55200-249
FEBRUARY 2024	Invoi	DOYLE PARK STAGE ACCT 162140-00	60.67	Open	Non	02/24	101-55200-249
FEBRUARY 2024	Invoi	DOYLE PARK BALLFIELD DP2 LIGHT ACCT 16214	59.07	Open	Non	02/24	101-55200-249
FEBRUARY 2024	Invoi	HEESAKKER PARK TRAIL ACCT 162231-01	31.39	Open	Non	02/24	101-55200-249
FEBRUARY 2024	Invoi	HERITAGE PARK ACCT 201632-00	24.41	Open	Non	02/24	101-55200-249
FEBRUARY 2024	Invoi	LEGION PARK RESTROOM ACCT 222850-00	292.53	Open	Non	02/24	101-55200-249
FEBRUARY 2024	Invoi	VAN LIESHOUT PARK ACCT 250140-00	259.44	Open	Non	02/24	101-55200-249
FEBRUARY 2024	Invoi	VAN LIESHOUT BALLFIELD ACCT 250142-00	177.58	Open	Non	02/24	101-55200-249
FEBRUARY 2024	Invoi	VAN LIESHOUT PK SECURITY LT ACCT 253081-00	59.66	Open	Non	02/24	101-55200-249
FEBRUARY 2024	Invoi	LINCOLN AVE E HEESAKKER PARK ACCT 281570-	286.08	Open	Non	02/24	101-55200-249
FEBRUARY 2024	Invoi	PUMP STATION JEFFERSON ST ACCT 220401-00	1,020.30	Open	Non	02/24	620-53624-249
FEBRUARY 2024	Invoi	#4 WELL EVERGREEN DRIVE ACCT 260902-02	5,617.69	Open	Non	02/24	620-53624-249
FEBRUARY 2024	Invoi	#3 WELL WASHINGTON ST ACCT 282915-00	2,484.21	Open	Non	02/24	620-53624-249
FEBRUARY 2024	Invoi	STEPHAN ST TOWER/LIGHTING ACCT 282182-00	150.69	Open	Non	02/24	620-53624-249
FEBRUARY 2024	Invoi	CANAL BRIDGE NORTHSIDE ACCT 201204-00	19.40	Open	Non	02/24	101-53300-249
FEBRUARY 2024	Invoi	CANAL BRIDGE SOUTH SIDE ACCT 201203-00	48.78	Open	Non	02/24	101-53300-249
FEBRUARY 2024	Invoi	SECURITY LIGHT ACCT 200888-01	11.00	Open	Non	02/24	101-53300-249
FEBRUARY 2024	Invoi	SIGNALS/GRAND & MAIN ACCT 201096-01	45.05	Open	Non	02/24	101-53300-249

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
FEBRUARY 2024	Invoi	COMMUNITY BRIDGE LIGHTING ACCT 201741-00	179.04	Open	Non	02/24	101-53300-249
FEBRUARY 2024	Invoi	SIGNALS/MAIN & MADISON ACCT 211595-01	51.71	Open	Non	02/24	101-53300-249
FEBRUARY 2024	Invoi	CROSSING/MAIN & MONROE ACCT 211625-00	16.48	Open	Non	02/24	101-53300-249
FEBRUARY 2024	Invoi	STREET LIGHTING ACCT 212051-00	9,046.72	Open	Non	02/24	101-53300-249
FEBRUARY 2024	Invoi	SIGNALS/NORTH & BUCHANAN ACCT 260080-00	33.25	Open	Non	02/24	101-53300-249
FEBRUARY 2024	Invoi	PATRIOT DR FLAG POLE ACCT 261328-00	27.60	Open	Non	02/24	101-53300-249
FEBRUARY 2024	Invoi	SIGNALS/NE CORNER N & ELM ACCT 262812-00	82.22	Open	Non	02/24	101-53300-249
FEBRUARY 2024	Invoi	STEPHEN ST SIGN ACCT 282181-00	16.48	Open	Non	02/24	101-53300-249
FEBRUARY 2024	Invoi	1401 E ELM DR / NEW BUILDING ACCT 283413-00	1,105.61	Open	Non	02/24	101-53310-249
FEBRUARY 2024	Invoi	721 W ELM- REC CENTER ACCT 283413-00	152.70	Open	Non	02/24	208-52900-249
FEBRUARY 2024	Invoi	723 DEPOT ST ACCT 231740-01	13.40	Open	Non	02/24	418-51225-249
FEBRUARY 2024	Invoi	DOYLE PARK WELL ACCT 9012695-00	3,911.78	Open	Non	02/24	620-53624-249
FEBRUARY 2024	Invoi	1800 STEPHEN ST STORM ACCT 282179-01	666.29	Open	Non	02/24	630-53441-249
Total KAUKAUNA UTILITIES (234):			<u>29,530.07</u>				
LAPPEN SECURITY PRODUCTS INC (735)							
LSPQ50394	Invoi	PAXTON SOFTWARE RELOADED ON NEW COMPU	105.00	Open	Non	02/24	101-51650-204
Total LAPPEN SECURITY PRODUCTS INC (735):			<u>105.00</u>				
STONERIDGE LITTLE CHUTE LLC (4903)							
1025761019	Invoi	FOOD & BEVERAGES	34.99	Open	Non	02/24	101-52200-211
1035070739	Invoi	FOOD & BEVERAGES	34.99	Open	Non	02/24	101-52200-211
21062641422	Invoi	FOOD & BEVERAGES	103.60	Open	Non	02/24	101-52200-211
21078841850	Invoi	FOOD & BEVERAGES	8.00	Open	Non	02/24	101-52200-211
22005931645	Invoi	FOOD & BEVERAGES	42.33	Open	Non	02/24	101-52200-211
22066731605	Invoi	FOOD & BEVERAGES	267.59	Open	Non	02/24	101-52200-211
22092591600	Invoi	FOOD & BEVERAGES	25.97	Open	Non	02/24	101-52200-211
23016711649	Invoi	FOOD & BEVERAGES	20.92	Open	Non	02/24	101-52200-211
23046621320	Invoi	FOOD & BEVERAGES	53.14	Open	Non	02/24	101-52200-211
24045381430	Invoi	FOOD & BEVERAGES	106.22	Open	Non	02/24	101-52200-211
24056751159	Invoi	FOOD & BEVERAGES	127.46	Open	Non	02/24	101-52200-211
24065961519	Invoi	FOOD & BEVERAGES	136.49	Open	Non	02/24	101-52200-211
Total STONERIDGE LITTLE CHUTE LLC (4903):			<u>961.70</u>				
TIME WARNER CABLE (89)							
8348104220056638	Invoi	FEB/MAR SERVICE	12.27	Open	Non	02/24	101-52200-204
Total TIME WARNER CABLE (89):			<u>12.27</u>				
Grand Totals:			<u>73,789.07</u>				

Report GL Period Summary

Vendor number hash: 74878
 Vendor number hash - split: 85789
 Total number of invoices: 20
 Total number of transactions: 63

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	73,789.07	73,789.07
Grand Totals:	73,789.07	73,789.07

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
2024 UTILITY REFUNDS (5485)							
1-171050-02	Invoi	601 TAYLOR ST DUPLICATE PYMT	75.61	Open	Non	02/24	001-15000
Total 2024 UTILITY REFUNDS (5485):							
Grand Totals:							
			75.61				
			75.61				

Report GL Period Summary

Vendor number hash: 5485
 Vendor number hash - split: 5485
 Total number of invoices: 1
 Total number of transactions: 1

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	75.61	75.61
Grand Totals:	75.61	75.61

VILLAGE OF LITTLE CHUTE

RESOLUTION NO. 4, SERIES OF 2024

**A RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE TO THE
WISCONSIN DEPARTMENT OF TRANSPORTATION**

BE IT RESOLVED, by the Village Board of Trustees, Village of Little Chute, as follows:

1. That the Village Clerk, and/or Village Administrator, and/or Village President are hereby authorized to:

Execute a deed on behalf of the Village of Little Chute, deeding and selling approximately 37,071 square feet of a Village of Little Chute owned real estate tax parcel 260400505 and more specifically described as:

COM N1/4 COR SEC16 S1967.76FT E52.60FT POB N586.43FT E901.27FT S350.01FT E356.05FT S66FT W356.05FT S83.99FT W730.05FT S42DW115.81FT W108.01FT TO POB LESS HY PRT SW NE SEC16 T21NR18E & PARCEL 258 TPP NO: 1130-63-21-4.25

2. Sale of land is in the amount of \$37,100
3. A deed and other necessary documents will be signed and issued for recording upon payment at closing.

Introduced, approved and adopted: March 6, 2024

VILLAGE OF LITTLE CHUTE

By:

Michael R. Vanden Berg, Village President

Attest:

Laurie Decker, Village Clerk



Item For Consideration

For Village Board Review On: 3/6/2024

Agenda Item Topic: W. Evergreen Drive Utilities
and Street Construction Contract
Awards

Prepared: On: 2/26/2024

Prepared: Matthew Woicek,
Assistant Director of Public Works

Report:

On February 15, 2024, bids were received and opened at 2:00 PM to provide utility improvements for the W. Evergreen Drive Utility Project located in the Village of Little Chute. Eight (8) bids were received for this project. A detailed bid tabulation sheet is attached from the contractor's bids for your review. The bids ranged in price from \$850,000 to \$1,099,000.00. The low bid for the Utilities Contract was submitted by Donald Hietpas & Sons, Inc. This contractor appears to be a responsible bidder and qualified to perform the work.

On February 22, 2024, bids were received and opened at 2:00 PM to provide pavement improvements for the W. Evergreen Drive Street Construction Project located in the Village of Little Chute. Four (4) bids were received for this project. A detailed bid tabulation sheet is attached from the contractor's bids for your review. The bids ranged in price from \$1,140,515.93 to \$1,441,800.19 for a concrete trail and \$1,087,055.29 to \$1,374,259.64 for an asphalt trail. The low bid for either trail option was submitted by Vinton Construction Company. This contractor appears to be a responsible bidder and qualified to perform the work.

The Village Board has the opportunity to select either a concrete or asphalt 8-foot wide multi-use trail to connect to the trail to the east of Vandenbroek Road and to a future trail to the west of Holland Road.

Fiscal Impact:

2024 Construction Bid: W. Evergreen Drive Utilities Contract

Storm Sewer Bid	\$697,145
Sanitary Sewer Bid	\$53,175
Water Bid	\$99,680
Total	\$850,000



Item For Consideration

Engineering & Contingencies (Inspection, Contract Admin. & Construction Contingencies)	\$110,073
Total Utility	\$960,073

2024 Construction Bid: W. Evergreen Drive Street Construction Contract

Base Bid w/ Concrete Trail Alternative		Base Bid w/ Asphalt Trail Alternative	
Base Bid	\$1,023,009.13	Base Bid	\$1,023,009.13
Concrete Trail Alternate	\$117,506.80	Asphalt Trail Alternate	\$64,046.16
Total	\$1,140,515.93	Total	\$1,087,055.29
Engineering & Contingencies (Inspection, Contract Admin. & Construction Contingencies)	\$167,257.07	Engineering & Contingencies (Inspection, Contract Admin. & Construction Contingencies)	\$161,910.71
Total Street Construction	\$1,307,773	Total Street Construction	\$1,248,966
Total Project Cost	\$2,267,846	Total Project Cost	\$2,209,039
Total Project Budget	\$2,788,000	Total Project Budget	\$2,788,000
Under Project Budget	\$520,154	Under Project Budget	\$578,961

Recommendation/Board Action: It is the recommendation of the Assistant Director of Public Works to award the 2024 W. Evergreen Drive Utilities Project, Contract Number 2024001, to Donald Hietpas & Sons, Inc. in the amount of \$850,000.00 and to award the 2024 W. Evergreen Drive Street Construction Project, Contract Number 2024002, to Vinton Construction Company in the amount of \$1,140,515.93 (with a concrete trail) or \$1,087,055.29 (with an asphalt trail).

Respectfully Submitted,
Matthew Woicek, PE,
Assistant Director of Public Works

2024 UTILITY CONSTRUCTION - EVERGREEN DRIVE UTILITIES (Village Hall Bid Opening - 02/15/24 @ 2:00 p.m.)

STORM SEWER				Contractor		Contractor		Contractor		Contractor		Contractor		Contractor		Contractor		Contractor	
Bid Item	Description	Unit	Quantity	Donald Hietpas & Sons, Inc.		Calnin & Goss		PTS Contractors		Peters Concrete		Jossart Brothers		Dorner Inc.		De Groot, Inc.		Kruczek Construction	
Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount
1	Furnish & Install 6" PVC Storm Sewer Lateral	LF	360.00	\$60.00	\$21,600.00	\$55.72	\$20,059.20	\$55.00	\$19,800.00	\$91.00	\$32,760.00	\$69.00	\$24,840.00	\$48.00	\$17,280.00	\$65.86	\$23,709.60	\$35.00	\$12,600.00
2	Furnish & Install 6" Drain Tile	LF	20.00	\$30.00	\$600.00	\$45.59	\$911.80	\$51.00	\$1,020.00	\$56.50	\$1,130.00	\$30.00	\$600.00	\$83.00	\$1,660.00	\$43.83	\$876.60	\$37.00	\$740.00
3	Furnish & Install 12" Storm Sewer	LF	435.00	\$65.00	\$28,275.00	\$91.11	\$39,632.85	\$84.00	\$36,540.00	\$84.90	\$36,931.50	\$85.00	\$36,975.00	\$72.00	\$31,320.00	\$88.21	\$38,371.35	\$90.00	\$39,150.00
4	Furnish & Install 15" Class III Reinforced Concrete Storm Sewer	LF	43.00	\$77.60	\$3,336.80	\$75.59	\$3,250.37	\$87.00	\$3,741.00	\$86.37	\$3,713.91	\$87.00	\$3,741.00	\$77.00	\$3,311.00	\$85.26	\$3,666.18	\$83.00	\$3,569.00
5	Furnish & Install 18" Class III Reinforced Concrete Storm Sewer	LF	420.00	\$90.00	\$37,800.00	\$77.29	\$32,461.80	\$74.00	\$31,080.00	\$90.41	\$37,972.20	\$96.00	\$40,320.00	\$93.00	\$39,060.00	\$80.84	\$33,952.80	\$92.00	\$38,640.00
6	Furnish & Install 24" Class III Reinforced Concrete Storm Sewer	LF	355.00	\$108.00	\$38,340.00	\$100.92	\$35,826.60	\$118.00	\$41,890.00	\$108.55	\$38,535.25	\$111.00	\$39,405.00	\$125.00	\$44,375.00	\$101.24	\$35,940.20	\$118.00	\$41,890.00
7	Furnish & Install 30" Class III Reinforced Concrete Storm Sewer	LF	390.00	\$142.00	\$55,380.00	\$129.41	\$50,469.90	\$124.00	\$48,360.00	\$136.25	\$53,137.50	\$158.00	\$61,620.00	\$156.00	\$60,840.00	\$140.41	\$54,759.90	\$179.00	\$69,810.00
8	Furnish & Install 36" Class III Reinforced Concrete Storm Sewer	LF	405.00	\$174.00	\$70,470.00	\$170.72	\$69,141.60	\$167.00	\$67,635.00	\$197.39	\$79,942.95	\$183.00	\$74,115.00	\$214.00	\$86,670.00	\$176.41	\$71,446.05	\$244.00	\$98,820.00
9	Furnish & Install 42" Class III Reinforced Concrete Storm Sewer	LF	410.00	\$211.60	\$86,756.00	\$214.41	\$87,908.10	\$216.00	\$88,560.00	\$230.15	\$94,361.50	\$248.00	\$101,680.00	\$276.00	\$113,160.00	\$232.40	\$95,284.00	\$310.00	\$127,100.00
10	Furnish & Install 48" Class III Reinforced Concrete Storm Sewer	LF	415.00	\$244.15	\$101,322.25	\$252.67	\$104,858.05	\$257.00	\$106,655.00	\$273.55	\$113,523.25	\$285.00	\$118,275.00	\$337.00	\$139,855.00	\$276.46	\$114,730.90	\$380.00	\$157,700.00
11	Furnish & Install Storm Sewer Clay Dam	EA	7.00	\$100.00	\$700.00	\$40.15	\$281.05	\$175.00	\$1,225.00	\$325.00	\$2,275.00	\$100.00	\$700.00	\$510.00	\$3,570.00	\$54.50	\$3,181.50	\$174.00	\$1,218.00
12	Furnish & Install 4 Ft. Dia. Standard Precast Storm Sewer Manhole	VF	17.80	\$605.00	\$10,769.00	\$820.73	\$14,608.99	\$675.00	\$12,015.00	\$522.00	\$9,291.60	\$690.00	\$12,282.00	\$746.00	\$13,278.80	\$899.02	\$16,002.56	\$900.00	\$16,020.00
13	Furnish & Install 5 Ft. Dia. Standard Precast Storm Sewer Manhole	VF	37.20	\$835.00	\$31,062.00	\$1,099.31	\$40,894.33	\$950.00	\$35,340.00	\$842.20	\$25,939.76	\$1,345.00	\$41,426.00	\$1,185.00	\$36,498.00	\$1,209.82	\$37,262.46	\$1,230.00	\$45,756.00
14	Furnish & Install 6 Ft. Dia. Standard Precast Storm Sewer Manhole	VF	30.80	\$965.00	\$29,722.00	\$1,317.76	\$40,587.01	\$1,725.00	\$27,945.00	\$1,512.20	\$24,497.64	\$1,710.00	\$27,702.00	\$1,861.00	\$30,148.20	\$1,813.62	\$29,380.64	\$2,400.00	\$38,880.00
15	Furnish & Install 8 Ft. Dia. Standard Precast Storm Sewer Manhole	VF	16.20	\$1,565.00	\$25,353.00	\$1,941.37	\$31,450.19	\$2,865.00	\$65,895.00	\$3,020.55	\$69,472.65	\$3,100.00	\$71,300.00	\$3,290.00	\$75,670.00	\$3,536.99	\$81,350.77	\$3,900.00	\$89,700.00
16	Furnish & Install 2'x 3' Catch Basin w/ 18" Sump; Includes: Frame (R-3067) & Grate	EA	23.00	\$2,750.00	\$63,250.00	\$2,396.10	\$55,110.30	\$2,050.00	\$18,450.00	\$2,166.50	\$19,498.50	\$2,250.00	\$20,250.00	\$2,510.00	\$22,590.00	\$2,507.86	\$22,570.74	\$2,700.00	\$24,300.00
17	Furnish & Install 30" Dia. Inlet MH (No Sump); Includes: Frame (R-2070) & Grate	EA	9.00	\$1,900.00	\$17,100.00	\$1,610.41	\$14,493.69	\$1,550.00	\$2,152.37	\$1,600.00	\$1,550.00	\$1,900.00	\$1,900.00	\$2,030.00	\$1,720.03	\$1,720.03	\$1,900.00	\$1,900.00	\$1,900.00
18	Furnish & Install 12" Storm Sewer Apron Endwall Section & Grate	EA	1.00	\$1,725.00	\$1,725.00	\$2,423.44	\$1,800.00	\$1,800.00	\$2,025.00	\$1,500.00	\$1,500.00	\$2,100.00	\$2,235.00	\$1,510.00	\$1,510.00	\$1,393.75	\$3,913.75	\$700.00	\$700.00
19	Furnish & Install 15" Storm Sewer Apron Endwall Section & Grate	EA	1.00	\$1,000.00	\$1,000.00	\$1,764.29	\$1,764.29	\$6,000.00	\$2,025.00	\$1,020.00	\$2,040.00	\$1,000.00	\$2,000.00	\$1,363.50	\$2,727.00	\$2,350.00	\$2,350.00	\$100.00	\$200.00
20	Connect to Existing Storm Sewer Main	EA	1.00	\$200.00	\$800.00	\$231.32	\$925.28	\$225.00	\$900.00	\$465.00	\$1,860.00	\$250.00	\$1,000.00	\$130.00	\$520.00	\$75.50	\$3,030.00	\$238.00	\$952.00
21	Connect to Existing Storm Sewer Lateral	EA	4.00	\$32.00	\$26,144.00	\$35.89	\$29,322.13	\$27.00	\$22,059.00	\$35.20	\$28,758.40	\$55.00	\$44,935.00	\$19.00	\$15,523.00	\$35.35	\$28,880.95	\$41.50	\$33,905.50
22	Remove & Dispose of 30" & Smaller Storm Sewer	LF	817.00	\$40.00	\$17,120.00	\$39.66	\$16,974.48	\$47.00	\$20,116.00	\$52.70	\$22,555.60	\$70.00	\$29,960.00	\$27.00	\$11,556.00	\$45.45	\$19,452.60	\$41.50	\$17,762.00
23	Remove & Dispose of 33" to 66" Storm Sewer	LF	428.00	\$700.00	\$4,200.00	\$778.14	\$4,668.84	\$350.00	\$2,100.00	\$550.00	\$3,300.00	\$750.00	\$4,500.00	\$510.00	\$3,060.00	\$656.50	\$3,939.00	\$466.00	\$2,796.00
24	Remove Existing Storm Sewer Structures	EA	6.00	\$500.00	\$1,000.00	\$992.05	\$1,984.10	\$580.00	\$1,160.00	\$2,375.00	\$2,355.72	\$2,500.00	\$2,500.00	\$735.00	\$735.00	\$525.00	\$2,525.00	\$2,350.00	\$2,350.00
25	Storm Sewer Utility Line Opening (ULO)	EA	2.00	\$2,260.00	\$2,260.00	\$2,538.61	\$2,538.61	\$2,375.00	\$2,375.00	\$0.01	\$28.78	\$3.90	\$11,224.20	\$3.40	\$9,785.20	\$3.86	\$11,109.08	\$1.35	\$3,885.30
26	Construction Staking (Storm)	LS	1.00	\$1,36	\$3,914.08	\$42.00	\$12,087.60	\$1.50	\$4,317.00	\$8.50	\$2,550.00	\$8.40	\$2,520.00	\$10.00	\$3,000.00	\$15.15	\$4,545.00	\$10.00	\$3,000.00
27	Storm Sewer - Post Construction, Closed-Circuit Televising	LF																	

2024 PAVING CONSTRUCTION - EVERGREEN DRIVE (Village Hall Bid Opening - 02/22/24 @ 2:00 p.m.)				Contractor		Contractor		Contractor		Contractor	
PAVING BID FORM - BASE BID FORM - W. Evergreen Drive				Vinton Construction		Michels Road & Stone, Inc.		Zignego Company, Inc.		Peters Concrete Co.	
Bid Item	Description	Unit	Quantity	Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount
100	Construction Staking (Grading/Paving)	LS	1.00	\$8,500.00	\$8,500.00	\$8,250.00	\$8,250.00	\$9,000.00	\$9,000.00	\$6,900.00	\$6,900.00
101	Traffic Control (Grading/Paving)	LS	1.00	\$15,600.00	\$15,600.00	\$13,600.00	\$13,600.00	\$54,000.00	\$54,000.00	\$219,000.00	\$219,000.00
102	Maintain & Remove Erosion Control Devices, Installed by Others	LS	1.00	\$1,800.00	\$1,800.00	\$3,730.00	\$3,730.00	\$300.00	\$300.00	\$3,000.00	\$3,000.00
103	Silt Fence; Furnish, Install, & Maintain	LF	1,295.00	\$2.35	\$3,043.25	\$2.27	\$2,939.65	\$2.10	\$2,719.50	\$2.75	\$3,561.25
104	Temporary Ditch Check: Install, Maintain, & Remove	EA	11.00	\$90.00	\$990.00	\$200.56	\$2,206.16	\$84.00	\$924.00	\$75.00	\$825.00
105	Temporary Culvert Pipe Check: Install, Maintain, & Remove	EA	3.00	\$90.00	\$270.00	\$45.18	\$135.54	\$36.00	\$108.00	\$25.00	\$75.00
106	Furnish & Install; 6" Concrete Sidewalk, Driveways & Aprons, Includes 3" of 1-1/4" Base Aggregate Dense (Aprons & Sidewalk Not in Trail)	SF	2,910.00	\$7.45	\$21,679.50	\$7.70	\$22,407.00	\$7.35	\$21,388.50	\$7.80	\$22,698.00
107	Furnish & Install; 7" Concrete Sidewalk, Driveways & Aprons, Includes 3" of 1-1/4" Base Aggregate Dense (Aprons & Sidewalk Not in Trail)	SF	2,875.00	\$7.95	\$22,856.25	\$8.70	\$25,012.50	\$8.35	\$24,006.25	\$8.80	\$25,300.00
108	Furnish & Install; Detectable Warning Field - Natural Patina	SF	20.00	\$35.00	\$700.00	\$35.00	\$700.00	\$35.00	\$700.00	\$35.00	\$700.00
109	Furnish & Install; Radial Detectable Warning Field Plates (4984-35R) - Natural Patina	SF	55.00	\$50.00	\$2,750.00	\$60.00	\$3,300.00	\$60.00	\$3,300.00	\$60.00	\$3,300.00
110	Furnish & Install; 6" of 3/4" Base Aggregate Dense Driveway	SY	92.00	\$15.10	\$1,389.20	\$13.00	\$1,196.00	\$6.30	\$579.60	\$16.30	\$1,499.60
111	Salvage & Reinstall Existing Driveway Pavers	SY	165.00	\$35.00	\$5,775.00	\$27.64	\$4,560.60	\$13.20	\$2,178.00	\$30.00	\$4,950.00
112	Furnish & Install; Epoxy Coated No. 4 Rebar (8' to 20' Lengths)	LF	25.00	\$2.00	\$50.00	\$5.00	\$125.00	\$5.00	\$125.00	\$5.00	\$125.00
113	Sawcut Existing Asphalt Pavement	LF	340.00	\$3.00	\$1,020.00	\$1.39	\$472.60	\$5.00	\$1,700.00	\$1.75	\$595.00
114	Saw Cut Existing Concrete Pavement	LF	51.00	\$3.00	\$153.00	\$2.75	\$140.25	\$5.00	\$255.00	\$2.35	\$119.85
115	Full Depth Sawcut Existing Concrete Pavement	LF	70.00	\$3.00	\$210.00	\$2.75	\$192.50	\$5.00	\$350.00	\$2.35	\$164.50
116	Profile Sawcut Concrete Curb & Gutter	LF	73.00	\$28.77	\$2,100.21	\$36.00	\$2,628.00	\$30.00	\$2,190.00	\$30.00	\$2,190.00
117	Concrete/Asphalt Pavement Removal	SY	282.00	\$9.33	\$2,631.06	\$7.00	\$1,974.00	\$2.95	\$831.90	\$5.00	\$1,410.00
118	Common Excavation	CY	11,268.00	\$11.40	\$128,455.20	\$10.10	\$113,806.80	\$9.20	\$103,665.60	\$9.83	\$110,764.44
119	Import Structural Fill	CY	743.00	\$0.01	\$7.43	\$4.00	\$2,972.00	\$0.01	\$7.43	\$0.01	\$7.43
120	Reshape Ex. Base Aggregate, Preparation for Asphalt (Fullview Dr)	SY	550.00	\$1.01	\$555.50	\$1.00	\$550.00	\$1.00	\$550.00	\$1.00	\$550.00
121	Furnish & Install; (3/4") Base Aggregate Dense (Shoulder Material)	CY	16.00	\$100.00	\$1,600.00	\$54.00	\$864.00	\$60.35	\$965.60	\$60.00	\$960.00
122	Furnish & Install; (1-1/4") Base Aggregate Dense (Driveways)	CY	88.00	\$28.00	\$2,464.00	\$36.50	\$3,212.00	\$41.30	\$3,634.40	\$30.00	\$2,640.00
123	Furnish & Install; (1-1/4") Base Aggregate Dense (Road Base)	CY	2,540.00	\$21.90	\$55,626.00	\$27.70	\$70,358.00	\$28.20	\$71,628.00	\$25.50	\$64,770.00
124	Furnish & Install; 3" Base Aggregate Dense (Undistributed Quantity)	CY	1,000.00	\$25.10	\$25,100.00	\$24.40	\$24,400.00	\$28.20	\$28,200.00	\$29.50	\$29,500.00
125	Furnish & Install; Type HR Non-Woven Geotextile Fabric (Undistributed Quantity)	SY	2,000.00	\$2.25	\$4,500.00	\$2.40	\$4,800.00	\$2.15	\$4,300.00	\$2.50	\$5,000.00
126	F&I; HMA Pavement (3 LT 58-28 S) - 2-1/4" Asphalt Lower Layer	SY	1,035.00	\$22.73	\$23,525.55	\$22.50	\$23,287.50	\$22.50	\$23,287.50	\$22.50	\$23,287.50
127	F&I; HMA Pavement (4 LT 58-28 S) - 1-3/4" Asphalt Upper Layer	SY	1,035.00	\$14.65	\$15,162.75	\$14.50	\$15,007.50	\$14.50	\$15,007.50	\$14.50	\$15,007.50
128	Furnish & Install; Tack Coat	GAL	31.00	\$3.03	\$93.93	\$3.00	\$93.00	\$3.00	\$93.00	\$3.00	\$93.00
129	Furnish & Install; (1-1/4"x 18") Epoxy Coated Drilled Dowel Bars	EA	81.00	\$16.50	\$1,336.50	\$18.78	\$1,521.18	\$30.00	\$2,430.00	\$18.78	\$1,521.18
130	Furnish & Install; Epoxy Coated No. 4 Tie-Bars	EA	33.00	\$10.00	\$330.00	\$20.13	\$664.29	\$30.00	\$990.00	\$20.13	\$664.29
131	Furnish & Install; 8" (Doweled) Conc. Pavement w/ Integral Curb	SY	11,210.00	\$48.98	\$549,065.80	\$54.16	\$607,133.60	\$59.84	\$670,806.40	\$54.16	\$607,133.60
132	Furnish & Install; 8" (Doweled) Conc. Pavement (HES) w/ Integral Curb (Undistributed Quantity)	SY	200.00	\$52.98	\$10,596.00	\$68.18	\$13,636.00	\$65.00	\$13,000.00	\$68.18	\$13,636.00
133	Furnish & Install; 30" Concrete Curb & Gutter	LF	30.00	\$55.00	\$1,650.00	\$75.00	\$2,250.00	\$30.00	\$900.00	\$75.00	\$2,250.00
134	Watering for Compaction & Dust Control	LS	1.00	\$1,000.00	\$1,000.00	\$11,000.00	\$11,000.00	\$13,000.00	\$13,000.00	\$1.00	\$1.00
135	Clear & Grub Existing Shrubs	LS	1.00	\$200.00	\$200.00	\$1,440.00	\$1,440.00	\$200.00	\$200.00	\$500.00	\$500.00
136	Clear & Grub Existing Trees	ID	90.00	\$40.00	\$3,600.00	\$68.89	\$6,200.10	\$40.00	\$3,600.00	\$30.00	\$2,700.00
137	Trim Existing Trees for Grading & Trail Construction	LS	1.00	\$800.00	\$800.00	\$3,690.00	\$3,690.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00
138	Salvage & Reinstall Existing Decorative Landscape Boulder	LS	1.00	\$1,200.00	\$1,200.00	\$1,100.00	\$1,100.00	\$150.00	\$150.00	\$1,000.00	\$1,000.00
139	Furnish & Install; 4" Topsoil, Seed, Fertilizer & Hydromulch	SY	6,020.00	\$6.25	\$37,625.00	\$7.59	\$45,691.80	\$5.15	\$31,003.00	\$8.50	\$51,170.00
140	Furnish & Install; 4" Topsoil, Seed, Fertilizer & Erosion Mat (Class I, Urban, Type A)	SY	1,290.00	\$7.20	\$9,288.00	\$8.28	\$10,681.20	\$5.95	\$7,675.50	\$8.65	\$11,158.50
141	Furnish & Install; Landscape Fabric & 4" Hardwood Mulch Layer	SY	50.00	\$20.00	\$1,000.00	\$17.88	\$894.00	\$12.50	\$625.00	\$9.00	\$450.00
142	Furnish & Install; Sanitary Sewer MH, External Chimney Seal	EA	5.00	\$455.00	\$2,275.00	\$585.00	\$2,925.00	\$750.00	\$3,750.00	\$475.00	\$2,375.00
143	F&I; Sanitary Sewer MH, External Chimney Seal Extension	EA	1.00	\$300.00	\$300.00	\$430.00	\$430.00	\$750.00	\$750.00	\$300.00	\$300.00
144	Furnish & Install; Sanitary Sewer MH, Internal Chimney Seal	EA	1.00	\$380.00	\$380.00	\$700.00	\$700.00	\$750.00	\$750.00	\$450.00	\$450.00
145	Adjust Exist. San/ST MH's; Includes Adjustment Rings & Casting	EA	26.00	\$450.00	\$11,700.00	\$680.00	\$17,680.00	\$750.00	\$19,500.00	\$600.00	\$15,600.00
146	Adjust ST Inlets/Catch Basins; Includes Adjustment Rings & Casting	EA	31.00	\$450.00	\$13,950.00	\$580.00	\$17,980.00	\$750.00	\$23,250.00	\$600.00	\$18,600.00
147	Adjust Existing Water Valve Box	EA	10.00	\$300.00	\$3,000.00	\$150.00	\$1,500.00	\$500.00	\$5,000.00	\$175.00	\$1,

2024 PAVING CONSTRUCTION - EVERGREEN DRIVE (Village Hall Bid Opening - 02/22/24 @ 2:00 p.m.)					Contractor			Contractor			Contractor			Contractor					
PAVING BID FORM - ALTERNATE 1 - CONCRETE MULTI-USE TRAIL					Vinton Construction			Michels Road & Stone, Inc.			Zignego Company, Inc.			Peters Concrete Co.					
Bid Item	Description	Unit	Quantity		Unit Cost	Bid Amount		Unit Cost	Bid Amount		Unit Cost	Bid Amount		Unit Cost	Bid Amount				
A200	Furnish & Install 5" Concrete Multi-Use Trail, Including 4" Aggregate Base	SF	18,920.00		\$5.64	\$106,708.80		\$6.55	\$123,926.00		\$6.45	\$122,034.00		\$6.64	\$125,628.80				
A201	Furnish & Install 6" Concrete Driveway / Sidewalk, Including 3" Aggregate Base (Driveway Walk Areas Multi-Use Trail)	SF	475.00		\$7.45	\$3,538.75		\$6.95	\$3,301.25		\$6.90	\$3,277.50		\$6.85	\$3,253.75				
A202	Furnish & Install 7" Concrete Driveway / Sidewalk, Including 3" Aggregate Base (Driveway Walk Areas Multi-Use Trail)	SF	815.00		\$7.95	\$6,479.25		\$7.70	\$6,275.50		\$7.50	\$6,112.50		\$7.60	\$6,194.00				
A203	Furnish and Install No. 4 Reinforcing Rods (Multi-Use Trail)	LF	780.00		\$1.00	\$780.00		\$2.00	\$1,560.00		\$2.00	\$1,560.00		\$2.00	\$1,560.00				
ALTERNATE 1 (CONCRETE) SUB-TOTAL =					\$117,506.80			\$135,062.75			\$132,984.00			\$136,636.55					
					Base Bid + Concrete Trail =	\$1,140,515.93		Base Bid + Concrete Trail =	\$1,263,242.52		Base Bid + Concrete Trail =	\$1,333,843.68		Base Bid + Concrete Trail =	\$1,441,800.19				
								Amnt. Over Low Bid (LB) =	Plus \$122,726.59		Amnt. Over LB =	Plus \$193,327.75		Amnt. Over LB =	Plus \$301,284.26				

2024 PAVING CONSTRUCTION - EVERGREEN DRIVE (Village Hall Bid Opening - 02/22/24 @ 2:00 p.m.)					Contractor			Contractor			Contractor			Contractor					
PAVING BID FORM - ALTERNATE 2 - ASPHALT MULTI-USE TRAIL					Vinton Construction			Michels Road & Stone, Inc.			Zignego Company, Inc.			Peters Concrete Co.					
Bid Item	Description	Unit	Quantity		Unit Cost	Bid Amount		Unit Cost	Bid Amount		Unit Cost	Bid Amount		Unit Cost	Bid Amount				
A300	Furnish and Install HMA Pavement 4 LT 58-28 S (1-3/4" Asphalt Lower Layer); Complete as specified (Multi-use Trail)	SY	2,103.00		\$12.88	\$27,086.64		12.75	\$26,813.25		\$12.75	\$26,813.25		\$ 12.75	\$26,813.25				
A301	Furnish and Install HMA Pavement 5 LT 58-28 S (1-1/4" Asphalt Upper Layer) (Multi-Use Trail)	SY	2,103.00		\$8.33	\$17,517.99		8.25	\$17,349.75		\$8.25	\$17,349.75		\$ 8.25	\$17,349.75				
A302	Furnish and Install Base Aggregate Dense 1-1/4" (Asphalt Multi-use Trail 6" Stone)	CY	355.00		\$36.00	\$12,780.00		41.70	\$14,803.50		\$34.45	\$12,229.75		\$ 50.35	\$17,874.25				
A303	Furnish and Install Base Aggregate Dense 1-1/4" (Asphalt Trail Driveway Areas) (Excluding Fullview)	CY	40.00		\$36.00	\$1,440.00		74.80	\$2,992.00		\$30.45	\$1,218.00		\$ 47.25	\$1,890.00				
A304	Furnish and Install HMA Pavement 3 LT 58-28 S (2-1/4" Asphalt Lower Layer) (Asphalt Trail Driveway Sidewalk)	SY	145.00		\$21.72	\$3,149.40		21.50	\$3,117.50		\$21.50	\$3,117.50		\$ 21.50	\$3,117.50				
A305	Furnish and Install HMA Pavement 4 LT 58-28 S (1-3/4" Asphalt Upper Layer) (Asphalt Trail Driveway Sidewalk)	SY	145.00		\$12.88	\$1,867.60		12.75	\$1,848.75		\$12.75	\$1,848.75		\$ 12.75	\$1,848.75				
A306	Furnish & Install Tack Coat (Asphalt Trail)	GAL	67.50		\$3.03	\$204.53		3.00	\$202.50		\$3.00	\$202.50		\$ 3.00	\$202.50				
ALTERNATE 2 (ASPHALT) SUB-TOTAL =					\$64,046.16			\$67,127.25			\$62,779.50			\$69,096.00					
					Base Bid + Asphalt Trail =	\$1,087,055.29		Base Bid + Asphalt Trail =	\$1,195,307.02		Base Bid + Asphalt Trail =	\$1,263,639.18		Base Bid + Asphalt Trail =	\$1,374,259.64				
								Amnt. Over Low Bid (LB) =	Plus \$108,251.74		Amnt. Over LB =	Plus \$176,583.90		Amnt. Over LB =	Plus \$287,204.36				



Item For Consideration

For Board Review On: March 6, 2024
Agenda Item Topic: Special Event – Cedars Project

Prepared On: February 26, 2024
Prepared By: John McDonald
Parks, Recreation, & Forestry

Report: Staff have been approached by the Cedars Project to host their annual Cedars Festival with a Special Event Permit request to use portions of Doyle Park. The event will have bands free to public on private property located at 217 Canal Street. Food and retail items/services will be sold in the grass space and small portion of the parking lot in Doyle Park. Cedars Project did host an event in 2022 and 2023. The 2024 special event permit requests use of the park for a two (2) day event.

Attached for reference are the Special Event Permit, event map, Amplified Device Permit, and Alcohol Permit.

Fiscal Impact: Cedars Project would pay Special Event with Grass space fee as standard of any park rental for their two (2) day rental.

Recommendation/Board Action: Staff are requesting the Village board to approve the event as presented.

Respectfully Submitted,

John McDonald

Parks, Recreation, & Forestry Department



Office Use Only
Date Submitted <u>2/22/24</u>
Permit Fee Paid <u>2/22/24</u>
\$25 permit fee is non-refundable
Cash

SPECIAL EVENT PERMIT APPLICATION

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

This application is a request for a special event. Please refer to the checklist to see if you will need to contact other departments regarding your event. When requesting use of a facility **please be very specific**. Use exact dates, times, shelters, parks, streets, and areas. Doing so will help avoid delays in processing your request. **Please call (920) 423-3869 with questions regarding this special event permit; Monday through Friday; 8:00 am to 4:30 pm.**

APPLICANT INFORMATION

First Name <u>Isah</u>	Last Name <u>Driessen</u>	
Phone <u>(920) 574-0203</u>	Email <u>driessenproductions@gmail.com</u>	
Address (individual or business) <u>217 Canal St</u>		
City <u>Little Chute</u>	State <u>WI</u>	ZIP Code <u>54140</u>

ORGANIZATION INFORMATION

Organization's Name <u>Cedars Project</u>	Organization's Phone <u>(920) 574-0203</u>	Organization's Email <u>driessenproductions@gmail.com</u>
Organization's Address (individual or business) <u>217 Canal St</u>		
City <u>Little Chute</u>	State <u>WI</u>	ZIP Code <u>54140</u>
Applicant's Relationship to Organization <u>Founder</u>		

EVENT INFORMATION

Name of Event <u>The Cedars Festival</u>	
Event Location <u>217 Canal St (Dayle Park)</u>	
Event Date <u>9-13 and 9-14</u>	
(list each date if it's a multi-day event)	
Event Set Up Time <u>7am</u>	Event End Time <u>10pm</u>
Total Anticipated Attendance <u>100</u>	

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

Provide a space for (local) artist to connect with members of the community in a wholesome environment

Are you Requesting Funding or Staff Assistance from the Village?

YES NO

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

Streets	Parks	Police	Fire/EMS	Other

(Requested Services to consider: No Parking Signs, Barricades, Trash/Recycling Cans, Road Closures, Police Presence, Directing Traffic, Equipment/Power, Street Access, Street Sweeping)

INDEMNIFICATION AGREEMENT (please read carefully before signing)

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

Applicant – Print Name

Isiah Dresen

Applicant - Signature

Date

2-22-2024

FOR OFFICE USE ONLY

DEPARTMENT	Staff Hours	Staff Cost	Equipment Hours	Equipment Cost	Facility Rental Fee
Clerk's Office		\$		\$	\$
Fire/EMS		\$		\$	\$
Fox Valley Metro Police		\$		\$	\$
Parks, Recreation, & Forestry	170	\$ 170		\$	\$ 170 + 170 = \$340 200 + 200 = \$400 = \$740
Public Works		\$		\$	\$
TOTAL		\$		\$	\$
EVENT TOTAL TO BE BILLED	\$ \$740.00				

FOR OFFICE USE ONLY

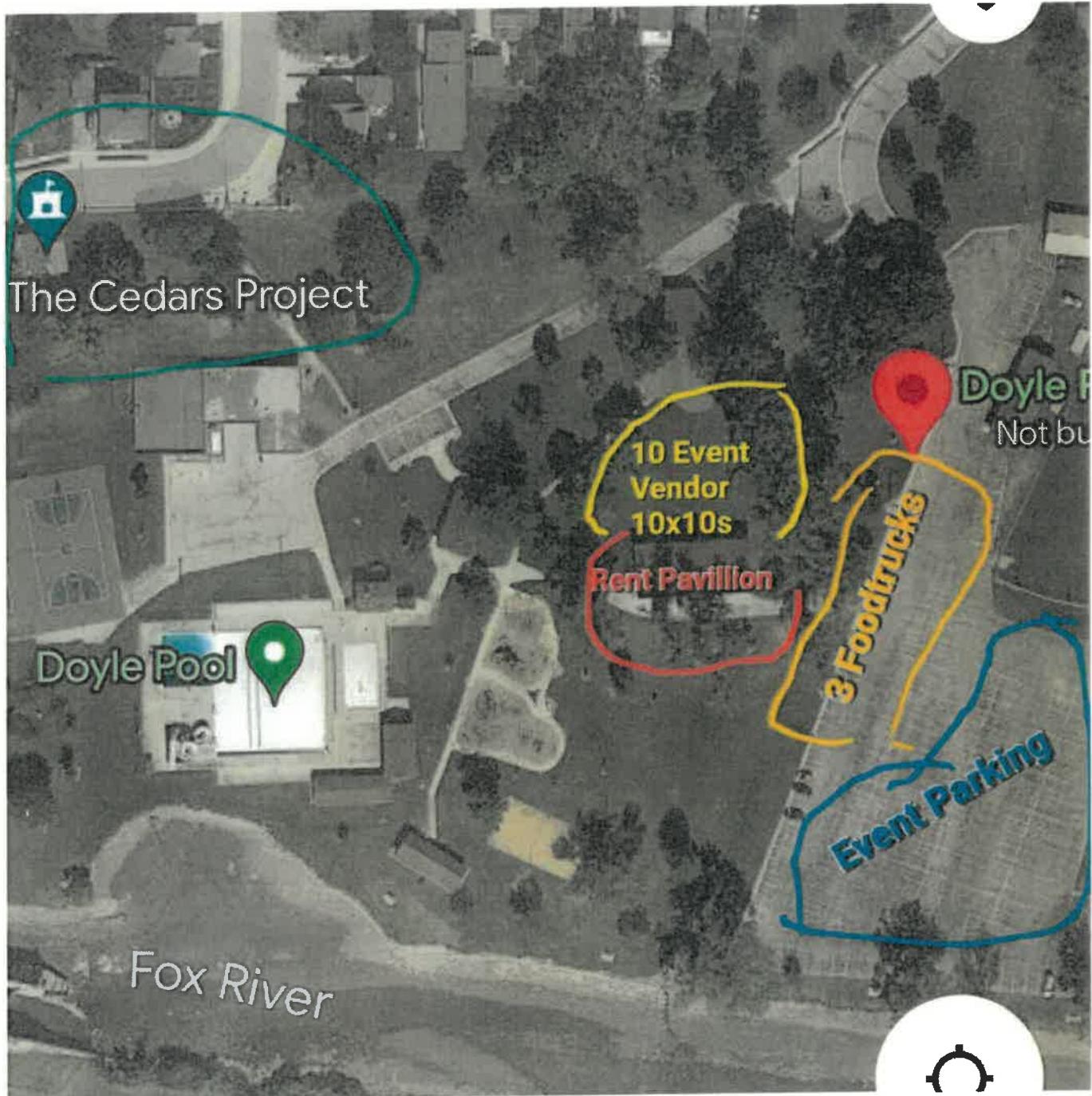
DEPARTMENT	APPROVE	DENY	BY	REASON (if denied)
Clerk's Office				
Fox Valley Metro Police				
Parks, Recreation, & Forestry	✓		Isiah	
Public Works				

Approved By Village Board

VILLAGE PRESIDENT – PRINT

SIGNATURE

DATE



★ The applicant shall produce this permit for any law enforcement officer upon request. ★



Revised 1/2022

Park & Rec Dept., 108 W. Main St., Little Chute, WI 54140 (920) 423-3869

Renter of park facility should complete this form to request permission to play any **live music** (such as a DJ or band) which will use a speaker system at their event. Completed form should be submitted to the Park & Rec Director at least one month prior to event date, as board approval may be required. Completed form can be returned to the Park & Rec Dept or it can be emailed to donna@littlechutewi.org (use subject line of "Amplified Device Permit").

AMPLIFIED DEVICE PERMIT

I, (print name) Isiah Driessen, am requesting an Amplified Device Permit for (list date) 9/13 9/14 at (list name of park) Doyle Park.

I am the renter of the park shelter for a (list type of event) Music.

I request permission to have live music, which will be a (DJ or band) Band, be permitted to play from 8:22pm am/pm until 10 am/pm. I am aware that music is not permitted to be played

prior to 9:00am or after 10:00pm, per village ordinance. If you have questions regarding my request,

you can reach me at (list phone number) 920-574-0203. When my permit is reviewed,

please email my permit to me at (list email address) driessenproductions@gmail.com

or mail to me at (list full mailing address) 217 Canal St Little Chute.

RENTER'S SIGNATURE: AM

DATE: 2-22-24

* * * * * PARK & REC DIRECTOR TO COMPLETE THE FOLLOWING SECTION * * * * *

Amplified Device Form Received On: 2/22/24

Date Permit Emailed/Mailed To Renter: _____

Permit Status: APPROVED

DENIED

Permit#: _____

Reason for denial: _____

Park & Rec Director's Signature: John McFall

Date Signed: 2/22/24



Little Chute

ESTABLISHED 1848

108 W. Main Street, Little Chute, WI 54140
(Park, Rec, Forestry & Facilities. 920-423-3869)



The applicant shall produce this application for any law enforcement officer upon request.



NO CHARGE APPLICATION FOR CONSUMPTION OF ALCOHOL

Little Chute Parks and Indoor Community Rooms

The undersigned applicant, in accepting a permit for the consumption of any alcoholic beverage in the Village of Little Chute's parks or indoor community rooms listed below, understands & agrees to the following:

1. No glass containers of any kind will be used.
2. No sale of alcohol without a Class B temporary permit.
3. Applicant accepts full responsibility for:
 - a. Any damage caused by anyone in or attending their function.
 - b. Cleaning up the area and maintaining the area in the condition as it was when they arrived.
 - c. No minors will be served any alcohol beverages.
4. For Open-Air Park Shelters and Van Lieshout Indoor Rec Center:
 - a. Live bands or DJ's in a village park/facility are prohibited unless you first obtain an Amplified Device Permit from the Park & Rec Director.
 - b. Parks facilities will be vacated by 11:00 p.m.
5. For Indoor Civic Center Community Rooms:
 - a. Smoking is prohibited in all Village facilities.
 - b. No amplification device, such as stereos, radios, etc., with external speakers will be allowed.
 - c. All alcohol beverages will be kept inside the facility and rented area. Alcohol will not be served after 8:00 p.m.
 - d. Civic Center facilities will be vacated by 8:00 p.m.

Name: Isiah Dressen

Telephone #: 920-574-0203

Address: 217 Carol St

Date of Birth: 12/18/1989

Number attending event: 100

Date of Event: 9-13 9-14

Name of Park Facility or Community Room: Doyle

I, (print name) Isiah Dressen, hereby agree to abide by the conditions as listed, with the full knowledge that I may be arrested for violation(s) thereof and / or asked to vacate the park or community room.


(Applicant's Signature)

9 22 24
(Date Signed)

Permit issued by:


(Signature)

2/22/24
(Date)



Item For Consideration

For Board Review On: March 6, 2024

Agenda Item Topic: Park Construction

Budget Adjustment - Donation

Prepared On: February 26, 2024

Prepared By: DPRF

Report: The Parks, Recreation, & Forestry Department received donations in the amount of \$12,000 from Great Wisconsin Cheese Festival, Jaycees of Little Chute, and Kiwanis of Little Chute. The donation funding helps offset the construction of adding concrete to all four batting cages at Legion Park. Donors will be recognized through a donor board established near the batting cages. The Diamond Club and Village DPRF will additionally put funds towards this project for a successful completion.

Fiscal Impact:

2024 BUDGET ADJUSTMENT

Park Construction -General Fund

Donations (Revenue)	+ \$12,000
Park Construction (Expense)	+ \$12,000

Increase spending authority for the donation received to assist in the final close out of the project.

Recommendation/Board Action: Please approve the 2024 Budget Adjustment as presented.

Respectfully Submitted,

John McDonald – Parks, Recreation, & Forestry Director



Item For Consideration

For Board Review On: March 6, 2024
Agenda Item Topic: New Liquor License
for Bent Nock Archery LLC

Prepared On: February 27, 2024
Prepared By: Laurie Decker

Report: New Class "B" Fermented Malt Beverage & "Class C" Wine License

Fiscal Impact: None

Recommendation/Committee Action: All requirements for this Class "B" Fermented Malt Beverage and "Class C" Wine license have been met; including the background check, prorated fees have been paid and the required notice was posted in the Times Villager on February 21, 2024. Staff is requesting approval of the Liquor License for Bent Nock Archery LLC as presented.

Respectfully Submitted,
Laurie Decker

STATE OF WISCONSIN AFFIDAVIT OF PUBLICATION

February 21, 2024
VILLAGE OF LITTLE CHUTE
OUTAGAMIE COUNTY

Legal Notice

NOTICE IS HEREBY GIVEN that the following new Liquor License application is on file in the office of the Village Clerk for the licensing period of March 7, 2024 to June 30, 2024. Said application will be presented to the Board of Trustees for approval at their Regular Board meeting on March 6, 2024.

**CLASS "B" FERMENTED MALT BEVERAGE &
"CLASS C" WINE LIQUOR LICENSE**

Bent Nock Archery, LLC Bent Nock Archery, LLC
1830 E. Main St., Little Chute 1830 E. Main St., Little Chute
Agent: Joel Bush 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:

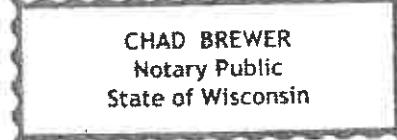
02/21/2024

SIGNED Laurie A. Hammen

DATED 02/22/2024

LB

Notary Public, State of Wisconsin



CHAD BREWER
Notary Public
State of Wisconsin

My Commission Expires

4/27/2027

of Lines 17
of Weeks Published 1

Publication Fee \$ 23.01

Proof of Publication \$ 1.00

Total \$ 24.01



Item For Consideration

For Board Review On: March 6, 2024

Agenda Item Topic: LC CAN Agreement Amendment

Prepared On: February 29, 2024

Prepared By: Finance Director

Report: The Little Chute Community Area Network (“LC CAN”) was expanded so the final project includes the Village Water Towers, Wells and Police Department to the Village administration building and the administration building of the Little Chute School District to the Outagamie County garage where the LC CAN connects with the Appleton Area Municipal Fiber Optic Network (“AAMFON”) has been completed. Please see the breakdown attached of the initial project and expansion updating the allocation formula.

Fiscal Impact:

The fiscal impacts of the expansion % increase in ownership for the Village of Little Chute was included in the 2024 Budget. The Village continues to work through the final connections with Amplitel to go live at new structures that will result in the elimination of telecommunication expenses in the 2025 Budget.

Recommendation/Board Action: Please approve the amendment as presented to the Village Board.

Respectfully Submitted,
Lisa Remiker-DeWall

LC CAN AGREEMENT AMENDED

THIS "Agreement" was made and entered into as of the day of **October, 2017**, by the Little Chute Area School District ("School District"), and the Village of Little Chute ("Village"); **now amended for the LC CAN expansion project**. The School District and Village may be referred to herein individually as "party" or collectively as "parties", both of which are also "Members" and together are "Originating Members".

BACKGROUND RECITALS

WHEREAS, this Agreement is authorized for intergovernmental sharing of services and/or services facilities pursuant to § 66.0301 Wisconsin Statutes; and

WHEREAS, the School District and Village have cooperatively acquired and installed equipment for a shared fiber optic network, which network is herein referred to as the Little Chute Community Area Network ("LC CAN"), to enhance the speed and efficiency of software technology operations, by providing access to high-speed internet services, for administration and provision of their respective school and municipal services; and

WHEREAS, the LC CAN runs from the Village Water Towers, Wells and Police Department to the Village administration building and the administration building of the School District to the Outagamie County garage where the LC CAN connects with the Appleton Area Municipal Fiber Optic Network ("AAMFON"); and

WHEREAS, AAMFON then carries signal from the Outagamie County Recycling Center connection point, located on County Road OO approximately 0.45 miles west of the Outagamie County Recycling Center, to the Appleton Area School District administration located at the Morgan Building located at 120 East Harris Street, Appleton, Wisconsin; and

WHEREAS, the internet service provider sources are located at the Morgan Building which School District and Village tie into for service through the LC CAN and AAMFON; and

WHEREAS, School District and Village are parties to Memorandums of Understanding regarding the LC CAN and its connection to AAMFON made in January 2016 recited herein for reference purposes; and

WHEREAS, all purposes of this Agreement remain subject to the Memorandum of Understanding ("MOU") between the School District and the Appleton Area Municipal Fiber Optic Network which terms are incorporated herein by reference, and the parties acknowledge that this MOU may be either supplemented or replaced fully or partially by a subsequent agreement involving AAMFON and LC CAN; and

WHEREAS, if and when a subsequent agreement is made involving AAMFON and LC CAN this LC CAN AGREEMENT may require further amendments or modifications to coordinate with the new AAMFON agreement which is currently under negotiation; and

WHEREAS, for cost saving purposes School District and Village have shared the cost for

the initial installation of the LC CAN making them presently the sole owners and users of the LC CAN; and

WHEREAS, due to the Memorandum of Understanding between the School District and the Village made in January 2016 the School District will remain the “lead agency” for purposes set forth in that Memorandum of Understanding as between the School District and Village; and

WHEREAS, School District and Village recognize that they can further reduce their respective costs for initial installation, maintenance, and continued use of the LC CAN by selectively admitting additional public service entities as users of the LC CAN by admitting additional entities to participate as parties to this Agreement under terms and conditions specified below; and

WHEREAS, the School District and Village recognized the need for an Oversight Committee, Fiscal Agent, and Chief Technology Officer for management and technical support purposes relating to LC CAN operations;

NOW, THEREFORE, the School District and Village agree to the following terms and conditions:

TERMS AND CONDITIONS

ARTICLE I

LEGAL RELATIONSHIP - MEMBERS

1. **Legal Relationship of Members**. The School District and Village, and any additional entity admitted as a party hereto shall at all times be separate and independent legal entities, and nothing herein creates a partnership, joint venture, or any other form of combined entity legal relationship.

2. **Additional Parties/Members**. Upon joint agreement by School District and Village additional entities may be admitted as parties for use of the LC CAN under the terms and conditions specified in this Agreement. Additional parties admitted for use of the LC CAN are referred to herein as “**Members**” or “**parties**”. If admitted, all new Members shall sign a License Agreement for Use of the LC CAN in the form attached hereto as **Exhibit A** setting forth the terms and conditions as Members entitled to use the LC CAN.

3. **Term of Membership and LC CAN Use**. The Originating Members of this Agreement shall remain parties until such time as they elect to withdraw as Members in their sole discretion. All new Members admitted as parties to this Agreement shall be subject to all terms of this Agreement.

4. **Oversight Committee**. The Originating Members have created an Oversight Committee, including provisions for a Fiscal Agent and Chief Technology Officer set forth in more detail on **Exhibit B** hereto entitled “LC CAN Oversight~~Oversite~~ Committee” to which shall apply to Originating Members and subsequent Members.

ARTICLE II

SCOPE OF AGREEMENT

1. **Scope**. The scope of this Agreement includes all provisions stated herein which are also subject to and including those contained in **Exhibit A** and **Exhibit B**.

2. **Definition**. As stated in the Agreement, the term “Aerial & Underground Infrastructure and other Appurtenances” means any reinforced passage or opening in, on, under, or through the ground, or aerial utility pole attachments above the ground, or in/through Member buildings, and/or facilities capable of containing communications pathways and will be referred to as the LC CAN Infrastructure.

3. Ownership and Management of the LC CAN.

A. All Members agree to jointly own, maintain, and perform the assets, easements, and agreements applicable to the LC CAN except for the items below which remain solely owned, managed, and controlled by the Originating Members stated below.

1. Current LC CAN Easements, Right-Of-Way (ROW), Agreements, and or Attachment Permits and related features held by the **Originating Members** include the following:

- a. County Highway OO (W. North Avenue) – Outagamie County public ROW
- b. Village of Little Chute - public right of way
- c. AAMFON Member Agreements & IRU – Existing Aerial/Overlash County Highway OO (W. North Avenue)
- d. Members – Utility placement on Member property
- e. Diggers Hotline Membership Agreement
- f. **USIC**-Locating Agreement
- g. Additional Regulatory Pre-Exempt Aerial & Underground Infrastructure and other Appurtenances that have been affected due to changes in local & federal legislature.

2. Current Ongoing Occupancy, Easements, ROW, Agreements, Attachment Permits, Required for Installation of LC CAN connections held by Little Chute Area School District include the following:

- a. Little Chute Area School District – Existing Utility Occupancy Crossing - Fox Valley & Western Limited Railroad, North of Hans Parkway.

3. The Originating Members shall retain sole ownership and exclusive control rights to all Occupancy, Easements, ROW, Agreements, Attachment Permits set forth in 1 and 2 above. Additional admitted Members which become parties to this Agreement, do not acquire or retain ownership, management, or control rights to any of these specified Occupancy, Easements, ROW, Agreements, Attachment Permits, although these additional Members may benefit from these Occupancy, Easements, ROW, Agreements, Attachment

Permits, during their term as Members.

- B. The Originating Members of the LC CAN are tax-exempt entities; however, all newly admitted Members, if any, that are not tax-exempt entities, are solely and individually responsible for any and all taxes, fees or obligations for which they are or may become liable imposed by any regulatory agency, including but not limited to, state, federal, or local agencies having authority to impose such taxes, fees, or obligations.

4. Management and Control.

- A. It is recognized that Members may in the future enter into agreements and arrangements with other entities which are not parties to this Agreement regarding the operation, maintenance, or use of the LC CAN; however, all such future LC CAN users are subject to advance approval by the Originating Members and as a condition for using the LC CAN must become Members subject to this Agreement and sign a License Agreement for use of the LC CAN in the form attached hereto as **Exhibit A**.
- B. All additional Members shall at all times be subject to any present or future joint-use arrangement between LC CAN and any other entity providing service in the general interest of the public which benefits the LC CAN or Members, including but not limited to such things as communications for public safety, homeland security, and future technologies.
- C. The **Originating Members** will control and manage any additions, modifications, or expansions to the currently existing LC CAN infrastructure (“**Original LC CAN**”) and will complete; Engineering, Design, Creation of Drawings & Maps, As-Built Maps, RFQ Process, if required. The **Originating Members** will manage the Contractor/Contractors additions, modifications, or expansions throughout the process.
- D. Each Member must submit requested notices in a timely manner to the **Originating Members** outlining the Member’s requested future connections, additions, modifications, or expansions, (herein “Projects”) all of which are subject to Originating Members advance approval. This applies to LC CAN’s Infrastructure including but not limited to any modifications to the Aerial & Underground Infrastructure and other Appurtenances. Members shall submit information to the Oversight Committee as set forth in Article V below.
- E. Management of future Projects to~~Projects, to~~ the LC CAN will be controlled by the Members for whose benefit these Projects have been made, through the Oversight Committee.

5. Indemnification.

- A. To the fullest extent permitted by law, each Member (“**Indemnifying Member**”) shall indemnify and hold harmless the other Members (“**Indemnified Members**”)

from liability and claims of Members and third parties, and for breach of this Agreement by the Indemnifying Member, to the extent such liability, claims, or breach are caused by the Indemnifying Member or its agents or employees.

- B. In the event that there are any disputes between the parties with respect to the terms of this Agreement or the performance of the work as contemplated hereunder, then the aggrieved party shall submit notices per Notices - Article IV not less than 30 days after the event giving rise to the claim of the nature of the dispute and the claim being made. Such dispute, if not resolved within 120 days, shall be submitted to non-binding mediation in Outagamie County, Wisconsin. The mediation shall be heard by a mediator, who shall be a retired Wisconsin Circuit Court judge mutually agreed to between the parties; however, in the event that the parties fail to consent to a mediator, then each party shall select a mediator who, in turn, shall select a third which shall be a retired Wisconsin Circuit Court judge, who shall serve as the sole mediator to hear the mediation for purposes of attempting to reach full settlement without the need for litigation. The mediator's fee shall be split equally and paid by the participating Members.
- C. In the event that non-binding mediation fails to achieve a complete resolution of all disputed matters, and the affected parties do not agree on an alternate means of final resolution, then all remaining disputed matters shall then be resolved by legal action in the Circuit Court for Outagamie County, Wisconsin, and the appellate courts thereafter as the exclusive jurisdiction and venue for final dispute adjudication.

ARTICLE III

WARRANTY DISCLAIMERS AND LIABILITY WAIVERS

1. **Warranty Disclaimer.** The Originating Members make no express or implied representations or warranties, of the quality, condition, function, usefulness, merchantability or fitness for any particular purpose of the Original LC CAN or any LC CAN Projects, or any environmental or other surface or subsurface conditions at locations of the Original LC CAN or LC CAN Projects, now or at any time in the future to any Member. Any and all such listed or similar representations and warranties are specifically disclaimed by the Originating Members.

2. **Liability, Waiver, and Release of Originating Members.** The Members, by electing the privilege to become parties to this Agreement, hereby waive and release the Originating Members from any and all liability, claims, demands, causes of action, of every kind and nature, unconditionally and without reservation, resulting from the quality, condition, function, usefulness, merchantability or fitness for any particular purpose of both the Original LC CAN and any LC CAN Projects, or any environmental or other surface or subsurface conditions at locations of the Original LC CAN or LC CAN Projects, now or at any time in the future, despite any provisions anywhere in this Agreement to the contrary.

3. **Damages Waiver.** The Originating Members shall not be liable to Members for any interruption of LC CAN service or for interference with the operation of any Member's facilities, or for any general, special, indirect or consequential damages arising in any manner for any reason

or cause whatsoever, including but not limited to the warranty disclaimers and liability waivers set forth above, all of which damage claims by Members against the Originating Members are fully and unconditionally waived by Members by becoming party to this Agreement.

ARTICLE IV

MAINTENANCE, REPAIR, RELOCATION, OR REPLACEMENT

1. **Precautions and Damage Reporting**. Members shall exercise precaution to avoid damaging the facilities of LC CAN and shall make an immediate report to all the Members of the occurrence of any such damage caused by its employees, agents or contractors.

2. **Originating Members' Exclusive Authority**. All maintenance, repairs, and replacements for the Original LC CAN made for the benefit of the Originating Members shall at all times remain under the exclusive authority and control of the Originating Members despite any provision herein to the contrary; except to the extent such authority is granted to the Oversight~~Oversite~~ Committee as described in **Exhibit B**.

3. **Members' Notice and Representative Presence Requirements**. No Member or Member's representative shall open manholes, vaults, or engage in any form of access to any other portion of the Original LC CAN without first giving written notice to both Originating Members, and then such access may only occur if with a representative appointed by the Originating Members is either present, or as otherwise authorized by the Originating Members in writing.

4. **Member Safety Precautions Responsibilities/Connections**. Each Member engaging in connection to the Original LC CAN, subject to the notice and representation requirements in paragraph 3 above, shall be responsible for the safety precautions set forth in paragraph 5 below.

5. **Member Safety Precautions Responsibilities/Maintenance**. Each Member engaging in maintenance, repair, relocation, or replacement of any LC CAN Project shall be responsible for taking all necessary safety precautions when entering manholes or vaults including the following:

- a. Testing atmosphere in manholes and vaults for presence of gases or absence of oxygen
- b. Ventilation of manholes and vaults
- c. Pumping accumulated water from manholes and vaults
- d. Furnishing and installing all necessary traffic/safety warning signs and devices, etc.
- e. All other special devices and or permits, etc.

6. **Originating Members' Authority/Original LC CAN**. The Originating Members shall have exclusive authority over all emergency and non-emergency maintenance of the **Original LC CAN** including but not limited to the following items:

- a. Emergency/Non-Emergency utility relocation
- b. Emergency/Non-Emergency utility troubleshooting
- c. Emergency/Non-Emergency underground cable locating

- d. Emergency/Non-Emergency restoration of aerial & underground utility
- b. Emergency/Non-Emergency splicing & testing restoration of fiber

7. **Members' Authority/LC CAN Projects.** The Members who have made LC CAN Projects for serving their own uses shall have exclusive authority over all emergency and non-emergency maintenance of the **LC CAN Projects** including but not limited to the following items:

- a. Emergency/Non-Emergency utility relocation
- b. Emergency/Non-Emergency utility troubleshooting
- c. Emergency/Non-Emergency underground cable locating
- d. Emergency/Non-Emergency restoration of aerial & underground utility
- e. Emergency/Non-Emergency splicing & testing restoration of fiber

8. **Diggers Hotline Requirements.** All Members will maintain membership in Digger's Hotline and will contract locating services prior to any work associated with the LC CAN, to locate LC CAN Underground Infrastructure and other Appurtenances per WI State Statutes 182.0175.

9. **Aerial Conducts/NESC Rules.** All Members will maintain Aerial Conductors per NESC rules, and shall maintain the system for vegetation management per NESC 218 and obstructions per NESC 217A4.

10. **Annual Inspections Requirements.** The Originating Members will conduct an annual inspection of the Aerial & Underground Infrastructure and other Appurtenances of the Original LC CAN. The Member(s) will conduct an annual inspection of the Aerial & Underground Infrastructure and other Appurtenances of the LC CAN Projects that service that particular Member or Members. Any work required as a result of these inspections will be shared based upon the Cost Sharing Formula below by the Members serviced as determined from calculations provided by the consulting engineer retained for this purpose by the Originating Members. All new Members will also have to conduct annual inspections of the portion of their Project that services them alone; and, any work required as determined by that inspection will be the sole responsibility of such new Members, which the Project services, in accordance with the Cost Sharing Formula below.

ARTICLE V

PROCUREMENT AND PAYMENT RESPONSIBILITIES OF MEMBERS ADVANCE APPROVAL OF PROJECTS

1. **Cost Sharing Formula:** The breakdown of cost sharing for the LC CAN Members is based on the Fiber segment lengths as detailed in the LC CAN Infrastructure As-Built Maps. Cost sharing for segments of fiber that are mutually shared will be split evenly between sharing members. The remaining segment total will be divided by the portion solely owned by each member. is based on a "Cost Sharing Formula" derived from the final Project cost reconciliation as detailed in the LC CAN Infrastructure As Built Maps. Cost sharing allocation among Members, based upon the Cost Sharing Formula, for operations and maintenance of the LC CAN, and future Projects, will be reviewed annually or as additional Projects warrant. Any additional fiber optic cable, equipment or software that benefits all Members will be funded by all of the Members in accordance with the Cost Sharing Formula. Modification to the Cost Sharing Formula will be

determined by the Oversight Committee referencing the As-Built Logical Map showing segment percentages allocated to each Member. ~~The Originating Members for purposes of the original LC CAN have agreed to share costs associated with the upkeep and maintenance of the original LC CAN infrastructure on the basis of 50% each, even though this equal split of costs deviates from the Cost Sharing Formula.~~

2. Advance Approval of Projects Required. All Members desiring Projects to the Original LC CAN, in order to connect to the Original LC CAN for services for that Member, must provide to the Oversight Committee for review and approval before construction begins (1) supply plans and specifications, (2) provide the name of the contractor to perform the work, (3) provide the estimated start and completion dates for such work, (4) provide a copy of the proposed contract with exhibits for the work to be performed between the Member and its contractor, and (5) obtain approval in writing for the Projects from the Originating Members, and in addition thereto the following information:

- a. The route of the proposed Projects.
- b. The LC CAN existing Members that will benefit from the Project.
- c. All new proposed Members for use of the Project.
- d. The source of funding for the Project.
- e. The preliminary design of the Project.
- f. Any such additional items requested by the Oversight Committee.

3. Members Procure and Pay for Projects for Their Sole Benefit. Each Member is separately and solely responsible for the procurement and full payment for that Member's requested Projects which benefit only that Member including, but not limited to, easements, engineering, construction, labor, materials, applicable permit fees, maps, as-built maps, and project management.

4. Projects Jointly Benefiting More than One Member. Members who are jointly benefited from a Project are jointly responsible for the procurement and full payment for those benefited Members' requested Projects including, but not limited to, easements, design engineering, construction, labor, materials, applicable permit fees, maps, as-built maps, and project management.

5. Payment Responsibility Allocation. Members shall pay their fees and their proportionate percentages of Project Costs, for membership and Projects for all the various costs associated therewith based upon final Project Cost reconciliation as determined by the LC CAN Engineering Consultant, in accordance with the Cost Sharing Formula above.

6. Payment Responsibility for LC CAN Changes Required by Third Parties. It is acknowledged by all Members that Projects to the LC CAN may be required from time to time, by third parties not members of this Agreement including, but not limited to, governmental agencies, regulatory authorities, AAMFON, or others, for which more than one Member must be responsible on a proportionate basis. The cost sharing proportion of each Member for such Modifications shall be in accordance with the Cost Sharing Formula above. Examples of such Modifications are the following:

- a. Acts of God, or casualties or property damage resulting from events of nature.

- b. Public utility modification requests
- c. Outagamie County utility modification requests
- d. AAMFON utility modification requests
- e. Official requests from regulatory agencies having such authority.

ARTICLE VI **TERMINATION OF MEMBERSHIP/OR AGREEMENT**

1. **Member Involuntary Termination.** Subject to paragraph 4 below, a Member's rights to remain party to this Agreement shall terminate when:
 - a. The Member ceases to have authority to operate its facilities on, in or under public or private property at the location of the particular portion of Aerial/Conduit System covered by this Agreement, which authority is not renewed within ninety (90) days.
 - b. The Member fails to meet, comply with, or otherwise breaches any term or condition of this Agreement, and fails to cure any such breach or deficiency within thirty (30) days of receiving written notice from one of the Originating Members.
 - c. Involuntary termination of a Member shall be determined by, and within the reasonable discretion of, the Originating Members as outlined in **Exhibit A**.
 - d. Any losses, claims or damages incurred by non-terminating Members as a result of the breach by the Member may be pursued by the affected Members against the terminated Member.
2. **Member Voluntary Termination.** Any Member may terminate its party status to this Agreement upon giving thirty (30) days written notice to all other Members and following the voluntary termination procedures as outlined in **Exhibit A**.
3. **Termination of Agreement.** This Agreement may be terminated for all those Members for which the LC CAN usage for those Members is no longer feasible or practical due to such things as technology changes, functional obsolescence, changes in law, prohibitive cost issues, regulatory changes, or other occurrences rendering the LC CAN incapable of continued use, or impractical for continuation, as contemplated by this Agreement. Remaining Members may continue under this Agreement if they so choose at their~~in their~~ discretion.
4. **Continuing Obligations on Termination.** In the event of termination of any Member's party status to this Agreement or termination of the entire Agreement, all Members remain responsible to carry out their payment and performance obligations hereunder that arose prior to such termination, or resulted from an event~~from event~~ occurring prior to such termination. LC CAN Expenses shall then be shared and reallocated among remaining Members, in accordance with the Cost Sharing Formula above.

ARTICLE VII NOTICES

All written notices required under this Agreement shall be given by posting the same by certified mail, return receipt requested to the Originating Members as follows:

Little Chute Area School District
ATTN: District Superintendent
~~1402 Freedom Rd 325 Meulemans St. Suite A~~
Little Chute, WI 54140

Village of Little Chute
ATTN: Village Administrator
108 West Main Street
Little Chute, WI 54140

All written notices permitted or required under this Agreement to Members other than Originating Members shall be given by posting the same by certified mail, return receipt requested to the Members' last known address.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

1. **Regulatory Fees and Charges.** All Members acknowledge that they may be subject to fees, charges, or permits which they shall each pay as imposed by federal, state, or local regulatory authorities and agencies which may now exist, change or be newly imposed at any time during the term this Agreement remains in effect.
2. **Representation of Authority.** All individuals signing this Agreement on behalf of any Member represents and warrants that he/she/they is/are an authorized representative of the Member on whose behalf their signature is made.
3. **Amendments.** This Agreement may be amended by the sole unanimous written consent of the Originating Members whether or not additional Members have been admitted.
4. **No Assignment.** No rights of any Member hereto may be assigned to any third party which is not a duly admitted Member as party to this Agreement.
5. **Complete Agreement.** This constitutes the complete agreement between the parties and there have been no other oral or written representations, warranties, or agreements upon which any party hereto has relied.

LITTLE CHUTE AREA SCHOOL DISTRICT

1402 Freedom Rd**325 Meulemans St, Suite A**

Little Chute, WI 54140

By: Joe Roehl
Gerald H. Verhagen, LCASD Board President

By:

Shannon Pomeroy**Joe Roehl, LCASD Board Clerk**

VILLAGE OF LITTLE CHUTE

108 West Main St

Little Chute, WI 54140

By:

Michael Vanden Berg, Village President

By:

Laurie Decker, Village Clerk

EXHIBIT A
LICENSE AGREEMENT FOR USE OF THE LC CAN

This License Agreement (herein "License") is made and entered into as of the day of _____, 20____, by the Little Chute Area School District and the Village of Little Chute (herein "Originating Members") and _____ (herein "License Member"). The Originating Members and License Member may be referred to herein individually as "party" or collectively as "parties".

BACKGROUND RECITALS

WHEREAS, the Originating Members are party to an "LC CAN Agreement" dated the 9th day of October, 2017, the terms of which are incorporated herein by reference; and
WHEREAS, the Originating Members are the owners of the LC CAN Infrastructure and as such may grant licenses to one or more "License Members" to permit use of the LC CAN under the terms of a License Agreement; and

WHEREAS, License Member named above has requested a license to use the LC CAN which request has been approved by the Originating Members subject to the terms and conditions of this License;

NOW, THEREFORE, the Originating Members and License Member agree to the following terms and conditions:

TERMS AND CONDITIONS

1. Effective Date. The effective date of this License is the first date shown in this License above.
2. Term. The term of this License shall be twenty-five (25) years unless sooner terminated by the Originating Members or License Member as set forth herein.
3. Grant of License. The Originating Members hereby grant this License to the License Member subject to the foregoing RECITALS, TERMS, AND CONDITIONS, and further subject to the provisions of the LC CAN AGREEMENT
4. Authorized Connection and Use. The License Member is authorized to connect to and use the LC CAN for the sole purpose of high speed internet services for purposes of public services administration.
5. Commercial Use Prohibited. Commercial and other uses of the LC CAN for purposes other than public services administration are prohibited without advance written consent from the Originating Members.
6. Connection Infrastructure Cost and Insurance. License Member is solely and exclusively responsible for the design, installation, connection, maintenance, repair, relocation, and replacement of all facilities reasonable or necessary to connect to and use the LC CAN ("Connection Infrastructure"), and all insurances deemed reasonable and appropriate for such Connection Infrastructure, at License Member's sole cost and expense.
7. Damage to LC CAN Infrastructure. License Member and/or its contractor shall not cause any damage to the LC CAN Infrastructure, and License Member shall be liable to reimburse the Originating Members for all costs and expenses incurred in connection with such damage to the LC CAN Infrastructure, which costs and expenses shall be reimbursed on demand.
8. Ownership of Connection Infrastructure/Ownership of LC CAN. License Member is the sole and exclusive

owner of Connection Infrastructure. Originating Members at all times retain sole and exclusive ownership of the LC CAN.

9. Other Licenses, Permits, and Easements. License Member is solely and exclusively responsible to obtain all reasonable or necessary licenses, permits, and easements for all of its own technology systems and for the location and installation of all of its Connection Infrastructure.

10. Pre-Conditions for Connection / As Built Plans. Connection to the LC CAN by the License Member may only be allowed after the design, description, and location of Connection Infrastructure, and the name and qualifications of the contractor hired to make the connection to the LC CAN, are presented to the Originating Members for approval, and the License Member is granted such approval from the Originating Members in writing prior to making connection to the LC CAN. License Member shall provide "as-built" plans for all Connection Infrastructure within 60 days of completion of connection to the LC CAN.

11. Additions or Modifications to Connection Infrastructure / As Built Plans. Any additions, modifications, or expansions to the Connection Infrastructure of the License Member shall be submitted to the Originating Members for approval prior to implementation which approval shall not be unreasonably withheld. License Member shall provide "as-built" plans for all additions, modifications, or expansions to the Connection Infrastructure within 60 days of completion of such additions, modifications, or expansions.

12. Compliance with Law and Property Rights. License Member shall at all times remain in compliance with all federal, state, and local laws and regulations, and the private and public property rights of all property owners through which easements exist for License Member's Connection Infrastructure.

13. Interference of LC CAN Prohibited / Responsibility on Termination. License Member shall not engage in any form of activity or use detrimental to the unrestricted use of the LC CAN by the Originating Members or other License Members, including but not limited to, any activities which either interfere with or interrupt LC CAN services. In the event this License Member's License Agreement for use of the LC CAN is terminated either by the License Member or by the originating members as authorized in paragraph 14 below, and in the event termination occurs due to expiration without renewal of the 25 year term, the following provisions shall apply.

- a) It is the responsibility of the License Member being terminated to negotiate the terms and conditions of continued use of the Connection Infrastructure installed by this License Member with other license members utilizing this License Member's Connection Infrastructure for access to the LC CAN. These other members who access the LC CAN through the terminating License Member's Connection Infrastructure are referred to as "Upstream License Member Users".
- b) The Originating Members do not object to the continued use of other Upstream License Member Users of the Connection Infrastructure of the terminating License Member; however, the other Upstream License Member Users of the terminating License Member's Connection Infrastructure, as a condition for remaining license members, shall assume all financial responsibility for the Connection Infrastructure and also the LC CAN Expenses associated with the terminating License Member's use of the LC CAN as set forth in paragraph 16 below.

14. Early Termination. This License may be terminated prior to the expiration of the twenty-five (25) year term as follows:

- a) By License Member. License Member may terminate this Agreement any time upon sixty (60) days advance notice except that License Member will remain responsible to pay its portion of LC CAN Expenses incurred or committed to be incurred prior to the date notice of such termination has

been given in writing to the Originating Members.

b) By Originating Members Upon Breach or Default. Originating Members may terminate this License upon breach or default by License Member of the terms of this License, upon termination or abandonment of the LC CAN by Originating Members, or upon discontinuance or other modification by or in the AAMFON system deemed unreasonable or unacceptable to the Originating Members, or due to termination or other restrictions imposed by the high-speed internet service provider providing services through AAMFON or the LC CAN.

c) Notice and Cure. Prior to termination of this License for breach or default by License Member, Originating Members must give notice of the nature of breach or default to the License Member which shall have thirty (30) days to cure such breach or default, and if not cured within thirty (30) days of such notice being given, this Agreement may be terminated at the option of Originating Members.

d) Additional Grounds for Termination. The Originating Members may also terminate this License in the following events, and upon such further termination have no further liability to this License Member or any Upstream License Member Users:

- i. this License would make one or both of the Originating Members a telecommunications company, telecommunications carrier, or telecommunications service provider, or other entity subject to state or federal statutes, rules, or regulations; or in the event that this License would create an adverse impact on the tax exempt bonding status of Originating Members; or
- ii. One or both of the Originating Members withdraw as members from the LC CAN Agreement or the Originating Members elect to terminate the LC CAN; or
- iii. The AMFON or internet service provider sources located at the Morgan Building change in a manner that the Originating Members deem impractical for continued use of the LC CAN.

e) Disconnection on Termination. If the License Member does not cooperate to disconnect the connection for infrastructure from the LC CAN on termination, and one or more of Upstream License Member Users do not assume all responsibility of the terminated License Member for that License Member's Connection Infrastructure and other obligations of the terminated License Member for under this License and the LC CAN Agreement, the Originating Members may undertake said disconnection and charge the cost of said disconnection back to the License Member whose rights under this License have been terminated.

f) Other Remedies. Originating Members shall have all other remedies available at law or in equity for termination and other enforcement of this License with respect to the rights and obligations of License Member.

15. Consideration and Fees/LC CAN Expenses. License Member shall pay its proportionate share of maintenance, repair, replacement, improvements, and/or expansion of the LC CAN ("LC CAN Expenses") as outlined in ARTICLE V "Procurement and Payment Responsibilities of Members" of the LC CAN Agreement. License Member shall also pay an annual fee to the Originating Members, as determined by the Oversight Committee, for the use of the LC CAN, paid in advance at the time of entering this License and on the anniversary date each year thereafter during the term of this Agreement. This annual fee may be adjusted by the Originating Members in an amount equal to the increase in the Consumer Price Index, and also to accommodate and offset other charges, fees, and expenses incurred by the Originating Members to maintain and operate the LC CAN.

16. Proportionate Responsibility for LC CAN Expenses. Originating Members and each License Member shall share liability for LC CAN Expenses in accordance with the Cost Sharing Formula set forth in ARTICLE V “Procurement and Payment Responsibilities of Members” of the LC CAN Agreement, which share shall be paid within thirty (30) days of billing, and the following provisions also apply.

- a) If a License Member is granted permission by the Originating Members for a sub-licensee, that sub licensee will share the LC CAN Expenses on the same basis as any other License Member. Any such sub-licensee shall also be approved by and sign a License Agreement for use of the LC CAN with the Originating Members.
- b) In the event that one of the Originating Members make additions, modifications, or expansions to the LC CAN that benefit only one of the Originating Members; or a License Member, or an Upstream License Member User make additions, modifications, or expansions to the LC CAN or the Connection Infrastructure, or further additions, modifications, or expansions to existing additions, modifications, or expansions, that benefit only the License Member or Upstream License Member User, then the proportionate sharing of LC CAN Expenses shall be recalculated in accordance with the Cost Sharing Formula set forth in ARTICLE V “Procurement and Payment Responsibilities of Members” of the LC CAN Agreement.

17. School District as Fiscal Agent. The Fiscal Agent of the Originating Members is the Little Chute Area School District. License Member shall make all payments due or to become due to the Little Chute Area School District.

18. Sublicenses. License Member may grant sublicenses to use License Member’s Connection Infrastructure only to entities approved by the Originating Members, and subject to the condition and requirement that as a condition for such approval such sub-licensees enter into License Agreements to use the LC CAN with the Originating Members in addition to whatever sublicense agreements these entities may enter with the License Member.

19. Maintenance, Repairs, and Replacement of LC CAN. Maintenance, repairs, and replacement of the LC CAN or any of its component features is subject to and controlled by the LC CAN Agreement to which this License remains subject.

20. Notice of Proposed Expenditures. The Originating Members to the extent reasonable, and excluding circumstances where either emergency or immediate repairs, replacements, or modifications are necessary, will give reasonable advance notice of the proposed maintenance, repairs, and replacement of the LC CAN or any of its component features, to the License Member prior to contracting for and commencing the work for such matters.

21. Requests for LC CAN Modifications. License Member may, whenever deemed appropriate by License Member, make requests or proposals to the Originating Members for modifications to the LC CAN. Such requests and proposals may be considered by the Originating Members, but no assurance is given by this License that any such requests or proposals can or will be granted, all of which decisions remain in the sole and exclusive discretion of the Originating Members.

22. Reimbursement for Costs of Enforcement. License Member shall reimburse Originating Members for all costs, including reasonable attorney’s fees incurred as a result of breach of this Agreement by License Member and/or for other enforcement of this Agreement.

23. No Representations or Warranties. Originating Members make no express or implied representations or warranties to License Member regarding the present, or continuing, operational condition, suitability, availability of modifications, or fitness for particular uses or purposes of the License Member, now or in the future.

24. Hold Harmless and Waiver of Liability. License Member hereby agrees to hold harmless Originating Members from any and all claims, liabilities, and/or losses of every nature whatsoever, whether known or unknown, including but not limited to, claims and liabilities associated with defects, service interruptions, or other malfunctions of the LC CAN.

25. Amendments. This License may be amended only in writing signed by both Originating Members and the License Member.

26. Complete Agreement. This constitutes the complete agreement between the parties, together with the LC CAN Agreement referenced herein, and memorandums of understanding referenced therein, and there have been no other oral or written representations, warranties, or agreements upon which any party hereto has relied.

27. Parties Bound. This Agreement shall be binding on the parties hereto and their respective heirs, successors, and assigns.

(SIGNATURES ON FOLLOWING PAGE)

Dated and effective the first date written above.

LITTLE CHUTE AREA SCHOOL DISTRICT

By: _____
Joe RoehlGerald H. Verhagen, LCASD Board President

By: _____
Shannon PomeroyJoe Roehl, LCASD Board Clerk

VILLAGE OF LITTLE CHUTE

By: _____
Michael Vanden Berg, Village President

By: _____
Laurie Decker, Village Clerk

_____, License Member Name

By: _____
Authorized Representative/Title

_____ (Print Name)

EXHIBIT B
LC CAN OVERSIGHT COMMITTEE

The LC CAN Originating Members hereby create the "LC CAN Oversight Committee" in recognition that there is need for (i) a Chief Technology Officer ("CTO") as part of this Committee, and (ii) joint decision responsibility on matters pertaining to the LC CAN and certain Projects pertaining thereto that affect connections, additions, modifications, or expansions thereto referred to in the LC CAN Agreement as "Projects".

1. Membership and Officers. Membership and Officers in the Committee shall consist of the following:
 - a. Membership. Original Members being the School District and Village shall each appoint two Member at Large representatives who shall be permanent Members of the Committee as may be replaced by the appointing Original Member from time to time in the discretion of the Original Member making the appointment. There shall initially be a total of four (4) Members on the Committee. The Member at Large is a voting position.
 - b. Chairperson. The Chairperson will preside at meetings and will have authority to recommend approval to the Original Members and other Members. The Chairperson will rotate annually January 1 between 1 and 2 the Village Administrator and School District Superintendent. The Chairperson will only be called to vote when the committee is at a voting deadlock (meaning an equal number of both votes both for and against an action item).
 - c. Officers. The Original Members shall appoint the following officers from among their Member at Large representatives on the Committee who shall have the responsibilities set forth below:
 - i. Secretary. The Secretary will keep minutes of Committee Meetings, maintain custody of LC CAN agreement documents and LC CAN License Agreements and other records pertaining to the LC CAN. The Secretary will always be one of the Committee Members appointed by Original Members and will rotate annually between the Village appointee and School District appointee.
 - ii. Treasurer. The Treasurer will maintain all financial records of the Members, submit billings to the Members on an appropriate periodic basis, and report on LC CAN finances at each meeting. Because the School District is the fiscal agent for the LC CAN, the Treasurer will be the School District Business Manager. The Committee may replace the person holding this position on 30 days' notice.
 - iii. Chief Technology Officer. The CTO will initially be Diana Sepe. The CTO will provide central administration and technical support for the LC CAN infrastructure, appurtenances, and technical operations for both the original LC CAN and subsequent projects. The CTO shall report on technical matters to the other members of the Committee at each meeting. This is a non-voting position.
2. Duties and Responsibilities of the Oversight Committee.
 - a. Actions by the Committee shall be approved by majority vote of the Committee Members.
 - b. Establish an annual budget for payment by Members to meet expenses.
 - c. All financial expenditures are subject to approval by the governing bodies of the Members.
 - d. Develop fiscal policy for operation of the LC CAN.
 - e. Procure and maintain a pool of critical spare parts and equipment for LC CAN operations.
 - f. Procure casualty insurance for LC CAN infrastructure.
 - g. Obtain an annual independent financial audit of LC CAN financial matters.
 - h. Implement an annual inspection of the LC CAN infrastructure.
 - i. Review and recommend leases or contracts on behalf of the LC CAN
 - j. Approve additional Member License Agreements.
 - k. Review and approve or reject LC CAN related Projects.
 - l. Determine fees and costs payable by LC CAN Members.
 - m. Other matters reasonably necessary to carry out the intent of the LC CAN Agreement.
 - n. Hold quarterly Meetings at a mutually determined location.

NEW Member Allocation	Village	LCASD
LC CAN - 2016	5739	5739
Expansion Shared	1367.5	1367.5
Expansion Village Only	15599	
Totals	22705.5	7106.5
Percent Ownership	76%	24%

LC CAN - From 2016 As-Builts	Distance in Feet	LC CAN Expansion - From BOM Sheets	Distance in Feet	Distance	Distance	Replace Existing	Distance	
Total Aerial from Riser 1003 to AAMFON	1882	FreedomRd-to-NorthSubStation (Shared) (PW-01 through PW-05)	2735	PW-01	468	WT2-01	172	
Vault 14 to Riser 1003 (start of aerial)	875			PW-02	868	WT2-02	623	
Vault 13 to 14	1300			PW-03	351	WT2-03	302	
Vault 12 to 13	925	Substation to Public Works (PW-06 through PW-08 and PW-25 through PW-27)	2344	PW-04	597		DP-04	345
Vault 11 to 12	855			PW-05	451	WT2-03	586	
Vault 10 to 11	855					WT2-04	429	
Manhole 1 to Vault 10	925	Eisenhower to Water Tower #1 (PW-08 through PW-14 and PW-22 through PW-24)	3454	PW-06	554	WT2-05	930	
Manhole 1 to HS	400			PW-07	244	WT2-06	447	
Manhole 1 to 2	402			PW-08	424	WT2-07	24	
Manhole 2 to 3	250	Moasis Dr to Well #4 (PW-14 through PW-21)	3169			WT2-08	309	
Manhole 3 to 4	322			PW-08	278	WT2-09	411	
Manhole 4 to 5	225	Metro to Water Tower #2 (WT-01 through WT-03 and WT-08, WT-09)	1817	PW-09	325			
Manhole 5 to 6	270			PW-10	400			
Manhole 6 to 7	515			PW-11	404			
Manhole 7 to 8	490			PW-12	212			
Manhole 8 to PD	110	Jefferson to Well #3 (WT-03 through WT-07)	2416	PW-13	396			
Manhole 7-9 (Library)	762			PW-14	679			
Manhole 9-Village Hall	115	Library to Well #1 (DP-01 through DP-07)	2399	PW-14	118			
	11478		18334	PW-15	557			
				PW-16	325			
				PW-17	377			
				PW-18	348			
				PW-19	199			
				PW-20	585			
				PW-21	660			
				PW-22	80			
				PW-23	541			
				PW-24	139			
				PW-25	472			
				PW-26	574			
				PW-27	76			